

CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda

Tuesday, January 16, 2018

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

Marilyn Sanabria
Mayor

Jhonny Pineda
Vice Mayor

Karina Macias
Council Member



Graciela Ortiz
Council Member

Manuel "Manny" Avila
Council Member

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

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

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

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

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

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation of Mayor's Holiday Awards

"Certificates of Appreciation" Presented to the Various Sponsors Who Donated to the 67th Annual Huntington Park Holiday Parade

Proclamation Presented to Andrew Campanella, President, National School Choice Week, Proclaiming "January 21-27, 2018 as School Choice Week," in the City of Huntington Park

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 special meeting 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)
Osicka v. City of 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** Special City Council Meeting held November 30, 2017;
- 1-2** Regular City Council Meeting held December 5, 2017; and
- 1-3** Special City Council Meeting held December 12, 2017.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s):

- 2-1** Dated January 9, 2018; and
- 2-2** Dated January 16, 2018.

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

3. Consideration and Approval of a Resolution Appointment a Delegate to the Independent Cities Risk Management Authority's Governing Board (ICRMA)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve the appointment of Delegate; and
- 2. Adopt Resolution No. 2018-01, Amending Resolution No. 2016-48 and Appointing a Delegate to the Independent Cities Risk Management Authority's Governing Board (ICRMA).

REGULAR AGENDA (CONTINUED)

OFFICE OF THE CITY CLERK(CONTINUED)

4. Consideration and Approval of Award of a Professional Services Agreement (PSA) for Live Web Streaming Services of City Council Meetings

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve award of PSA to Town Hall Streams for Live Web Streaming Services of City Council Meetings; and
2. Authorize Interim City Manager to negotiate and execute agreement.

COUNCIL

5. Consideration and Approval of Appointment for the Position of Director of Finance

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve appointment of _____ to serve in the position of Director of Finance; and
2. Authorize the Interim City Manager to execute an employment agreement.

FINANCE

6. Discussion and Direction of the City of Huntington Park's Credit Card Policy and Procedures

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discuss and make any modifications, deletions and additions to the existing policy and procedures for departmental use of City issued credit cards;
2. Provide staff with direction on the issuance and use of credit cards in the future; and
3. Bring back to Council for final approval.

REGULAR AGENDA (CONTINUED)

POLICE

7. Consideration and Approval to Purchase a DUI Trailer for the Police Department Traffic Enforcement Bureau

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the purchase of a customized mobile Driving Under the Influence (DUI) trailer, associated equipment, and labor costs from Universal Trailers in the City of Riverside as a sole source vendor;
2. Authorize the requisition of funds totaling \$33,450.05 from the OTS Grant Fund Account # 224-7115-421.74-10; and
3. Authorize the Chief of Police to purchase the DUI trailer and complete this project.

PUBLIC WORKS

8. Consideration and Approval of Budget Appropriation and Allocation of Unencumbered Grant Funding of Competitive Beverage Container (Big Belly) Grant Funds

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Appropriation and allocation of \$23,482.60 to the Competitive Beverage Container (Big Belly) Account Number 288-8058-432-54-00 that were not previously budgeted and appropriated for FY 17/18.

9. Consideration and Approval of First Amendment to the Professional Services Agreement (PSA) to Memorialize the Name Change from Severn Trent of North America to Inframark LLC

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an amendment to the 2015 Professional Services Agreement, to reflect and memorialize the name change from Severn Trent North America to INFRAMARK LLC; and
2. Authorize Interim City Manager to execute the Amendment.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila

Council Member Graciela Ortiz

Council Member Karina Macias

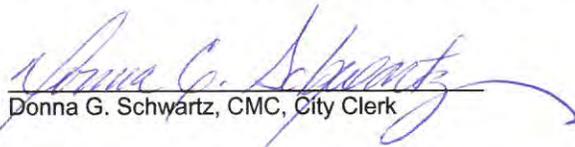
Vice Mayor Jhonny Pineda

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, February 6, 2018, 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 special meeting notice and agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 11th day of January 2018.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Special Meeting of the City of Huntington Park City Council Thursday, November 30, 2017

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

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Thursday, November 30, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

PRESENT: Council Member(s): Manuel “Manny” Avila, Karina Macias, Graciela Ortiz, Vice Mayor Jhonny Pineda and Mayor Marilyn Sanabria.

CITY OFFICIALS/STAFF: Ricardo Reyes, Interim 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 and Donna G. Schwartz, City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Pineda.

PUBLIC COMMENT - None.

REGULAR AGENDA

1. Goal and Objectives Workshop

- DISCUSSION AND/OR ACTION -

Interim City Manager Ricardo Reyes introduced Interim Finance Director John Ornelas who presented the item and explained that tonight’s goals and objectives workshop is a time for Council and staff to dialog and discuss future workshops, city goals and budget. Mr. Ornelas introduced Interim City Manager Ricardo Reyes who presented the City Manager’s Office goals and objectives.

CITY MANAGER’S OFFICE – presented by Interim City Manager Ricardo Reyes

Goals and Objectives:

- ❖ Enhance the City government's effectiveness and reputation as a responsive, service and action oriented organization
- ❖ Enhance public relations efforts to highlight City government achievements
- ❖ Revisit, revise and update city wide policy manuals and procedures
- ❖ Enhance reception desk roles and responsibilities to develop a secure better customer service experience
- ❖ Improve inter-department management and tracking of workflow; inputs and outputs
- ❖ Improve inter-department lines of communication and exchange of information
- ❖ Assess, improve and automate existing systems where relevant and possible
- ❖ Enhance and improve city’s online presence and services
- ❖ Develop succession and leadership development planning and training

Interim City Manager Ricardo Reyes introduced City Clerk Donna Schwartz.

OFFICE OF THE CITY CLERK – presented by City Clerk Donna Schwartz

Goals and Objectives:

- ❖ Implement a City-Wide Policy Program
- ❖ Revision of City's Records Retention Schedule (last revised in 1998).
- ❖ Amendment of City Council Handbook.
- ❖ Amendment of City Commission Handbook.
- ❖ Develop succession and leadership plan
- ❖ Codification of Ordinances.
- ❖ Process and close claims pertaining to City property damage.
- ❖ Process and close liability claims.
- ❖ Provide ongoing training to staff where it relates to the City Clerk's Office.
- ❖ Continue providing exceptional public service and professional support to all City officials, departments, and the residents of Huntington Park.

Interim City Manager Ricardo Reyes introduced Director of Community Development Sergio Infanzon.

COMMUNITY DEVELOPMENT DEPARTMENT – presented by Director of Community Development Sergio Infanzon

Goals and Objectives:

Economic Development

- ❖ Complete the formation of a Community Revitalization and Investment Authority
- ❖ Complete a strategy for environmental remediation at the Henry property
- ❖ Complete all development activities for a major commercial project (Costco Site)
- ❖ Develop an Economic Development Master Plan that includes the following:
 - Business Development Initiative
 - Workforce Development Initiative
 - Infrastructure Development Initiative

Housing/CDBG/Code Enforcement

- ❖ Implement a 3-year strategy for the Enhanced Code Enforcement Program
- ❖ Complete a total of 30 units under the City's Lead Based Paint Hazard Control Program
- ❖ Complete residential improvements in 15 properties under the City Minor Home Repair Program and 2 properties under the Residential Rehabilitation Program
- ❖ Continue to improve housing conditions by referring citizens to use available federally funded housing program(s).
- ❖ Develop Internal Controls, engineer all processes, and implement efficient policies and procedures to monitor/track and report all projects funded by the Department of Housing and Urban Development
- ❖ Develop a Housing and Code Enforcement Master Plan in conjunction with other programs regulated by HUD

Planning/Building and Safety/Parking

- ❖ Complete active construction projects including:
 - Nick Alexander Imports (BMW) expansion project
 - Smart & Final construction project
 - CVS Pharmacy/Mas construction project
 - Blink Fitness construction project
 - Public Storage construction project.
- ❖ Complete the Focused General Plan Update.
- ❖ Complete various Zoning Code Amendments.
- ❖ Address the parking challenges the City is facing and develop a Parking Master Plan
- ❖ Continue to review and process/approve business license applications expeditiously in order to attract and retain existing businesses in Huntington Park.
- ❖ Continue to process Land Use Entitlements for a variety of commercial and industrial uses while ensuring projects do not negatively affect the community.
- ❖ Update process to oversee the Film Permit, Special Event Permit, Activity in Public Places Permit, and the Dance & Entertainment Permit process.
- ❖ Implement an automated Planning and Building permit process to track, monitor and report activity in a more efficient way.

Regional Transportation Planning

- ❖ Develop a Regional Transportation Plan in conjunction with the Public Works Department to pursue grants and benefits available to local governments for the following programs: West Santa Ana, 710 Freeway, Rails to Trails, Rail to River Corridor, Senate Bill 1, Complete Streets Bicycle and Pedestrian Plan, Complete Streets Assessment, First and Last Mile (Blue Line), Transit Oriented District Project.

Miscellaneous

- ❖ Improve the City's Newsletter
- ❖ Implement the City's 2nd Open Streets Event (CicLAVia) in partnership with the City of Vernon
- ❖ Launch a Smart City Initiative
- ❖ Develop an effective monitoring, tracking and reporting system for all the activities associated to the department.
- ❖ Develop in conjunction with the Public Works Department a strong Capital Improvement Program
- ❖ Evaluate and engineer all pertinent and associated processes to the department
- ❖ Develop and improve all internal policies for the department
- ❖ Launch Community Programs in the Following Areas: Financial Literacy and Housing Rights
- ❖ Develop a Youth Employment Program
- ❖ Create an electronic newsletter to promote local businesses and economic activities

Councilwoman Ortiz suggested the CDBG Program be moved possibly to Finance or another Department or individually to properly manage and administer programming and expenditures and to ensure each department is submitting what is required.

Vice Mayor Pineda feels CDBG should stay under the Community Development Department but the oversight of the funds should be under both the Community Development and Finance Department.

Councilwoman Macias agreed with Councilwoman Ortiz and feels each department head needs to know how funds are used and reported.

Director of Community Development Sergio Infanzon introduced Interim Finance Director John Ornelas.

FINANCE AND NON-DEPARTMENTAL – presented by Interim Finance Director John Ornelas

Goals and Objectives:

- ❖ Update financial policy manual and procedures
- ❖ Improve Department lines of communication and exchange of information
- ❖ Improve Department management and tracking workflow; inputs and outputs
- ❖ Implementation of the full cost recovery study (increase revenue)
- ❖ Solicitations and implementation of Time Management System
- ❖ Update the Network Infrastructure
- ❖ Succession and leadership development planning

Mayor Sanabria directed Interim City Manager Reyes to look into preparing a mid-year budget report.

Council Member Macias suggested staff look into business license and renewal payments on-line.

Interim Finance Director John Ornelas introduced Director of Parks and Recreation Cynthia Norzagaray

PARKS AND RECREATION DEPARTMENT – presented by Director of Parks and Recreation Cynthia Norzagaray

Goals and Objectives:

- ❖ Increase public safety by improving security camera system and additional police and/or cadet presence during peak park hours for additional security to community parks.
- ❖ Establish and support a partnership with the Police Activities League
- ❖ Collaborate with City, County and State partners to provide resources to growing homeless population
- ❖ Update and revise City Wide Emergency Operations Plan in conjunction with all departments
- ❖ Add a Recreation Coordinator position.
- ❖ Explore the possibility of an online registration system, comparable to nearby cities and parks, to promote efficiency and streamlining with technology.
- ❖ Add a 5k Fun Run and an Educational component to the Health Expo
- ❖ Increase retention of current staff, cross train and provide opportunities for professional staff development.
- ❖ Increase maintenance and improvements of park facilities; both indoors and outdoors.
- ❖ Begin development of planning stages for Urban Greening Project grant awarded to the City
- ❖ Continue to actively seek grants to improve park playgrounds and infrastructures
- ❖ Identify funds to modernize and repair Parks and Recreations dilapidated grounds and buildings.
- ❖ Review, revise and update Department policy manual and procedures. Including contracts for Instructors, Coaches, etc.

Mayor Sanabria recommended staff create a list of maintenance needs for parks and recreation center to give Council a better idea of cost involved to consider and with the intention of accomplishing this goal, if budget allows, within the budget year. Ms. Sanabria would also like to consider the showers at the parks in the future, asked staff to provide a presentation at a future date regarding the partnership with the Los Angeles Clippers, and would like staff to look into the safety concern at the skate park

Councilwoman Ortiz glad to see the Parks and Recreation Commission meetings at the parks so they can see what changes are necessary, likes the idea of adding a 5k run to the Health Expo and would like the maintenance of park bathrooms a top priority and agrees with Mayor Sanabria regarding the maintenance needs for the parks and recreation center.

Vice Mayor Pineda agrees with Council regarding the maintenance needs for the parks and recreation center and recommended staff look into repairing the fence at the soccer fields.

Councilwoman Macias likes the idea of partnering with the Police Activities League, and asked staff to consider bringing back the Park Rangers at the parks.

HUMAN RESOURCES DEPARTMENT – presented by Director of Human Resources Martha Castillo.

Goals and Objectives:

- ❖ Retain motivated, highly productive, customer service driven individuals by providing them a supportive work environment, fair and competitive wage and benefits, and training and development that will encourage professional growth and opportunity;
- ❖ Promote cost effective recruitment strategies which will result in the attraction and selection of qualified and diverse individuals; demonstrating commitment to equality and diversity;
- ❖ Assist with labor negotiations of collective bargaining agreement with one unit, MOU expires 12/31/18.
- ❖ Support Training & Development; Succession and leadership

- ❖ development planning;
- ❖ Revise and Update the Civil Service Rules & Regulations, last adopted August 19, 1963; (includes the selection, employment, classification, advancement suspension, discharge, and retrenchment of appointed offices and employees of the City);
- ❖ Work with ICRMA to provide employee training to deepen the safety culture and reduce worker's compensation claims.

Director of Human Resources Martha Castillo introduced Chief of Police Cosme Lozano.

POLICE DEPARTMENT – presented by Chief of Police Cosme Lozano

Goals and Objectives:

- ❖ Continue providing community and public safety programs and assess their value
- ❖ Continue to improve the City's emergency preparedness
- ❖ Continue progress on Evidence Room project
- ❖ Continue to improve IT infrastructure and technology systems
- ❖ Continue increasing traffic safety around schools and increase Crossing Guard Service
- ❖ Work with Human Resources to update Civil Service Rules
- ❖ Continue hiring of vacant positions and restructuring of personnel for efficiency and increased performance

Mayor Sanabria suggested to staff to continue investing in patrol vehicles perhaps using forfeiture funds and consider hybrid vehicles to offset fuel cost within the police department. Vice Mayor Pineda agreed with Mayor Sanabria suggestions.

Councilwoman Ortiz and Mayor Sanabria encouraged staff to continue efforts towards establishing a police cadet park ranger program and recommended working with parks and recreation on the safety aspect in the parks.

Councilwoman Macias suggested working with parks and recreation to incorporate the Teen Police Academy in to their programs.

Chief of Police Cosme Lozano introduced Director of Public Works Daniel Hernandez.

PUBLIC WORKS DEPARTMENT- presented by Director of Public Works Daniel Hernandez

Goals and Objectives:

- ❖ Improve Water Operations
 - Implement GIS (geographic information system) software for improved asset tracking
 - Develop Water Master Plan
 - Well 15 Operating Permit (Currently have a conditional operating permit)
 - Well 17 Loan/Grant Construction Application for Nitrate Treatment
- ❖ Improve Public Works management and tracking of workflow through the use of App-Order software
- ❖ Improve Public Works lines of communication and exchange of information through the use of Smartsheets
- ❖ Improve time card system through the use of cloud based time card system
- ❖ Create Public Works Document Management
 - Phase 1- Will be developing policies and procedures using internal and industry best practices for the Fleet Maintenance Division

Councilwoman Ortiz and Vice Mayor Pineda encouraged city employees to step up and while driving around call in what needs to be taken care of.

Councilwoman Macias would like to see an effort on crosswalks being a priority with regards to safety.

Mayor Sanabria ask that reports, goals and objectives be given to Council beforehand.

ADJOURNMENT

At 9:28 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,

Donna G. Schwartz, CMC, City Clerk

DRAFT

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday December 5, 2017

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, December 5, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Vice Mayor Jhonny Pineda presiding.

PRESENT: Council Member(s): Manuel "Manny" Avila, Karina Macias, Graciela Ortiz and Vice Mayor Jhonny Pineda. ABSENT: Mayor Marilyn Sanabria.

CITY OFFICIALS/STAFF: Ricardo Reyes, Interim 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, Martha Castillo, Director of Human Resources and Annie Ruiz, Finance Manager and Donna G. Schwartz, City Clerk.

INVOCATION

Invocation was led by Vice Mayor Pineda.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Avila.

PRESENTATIONS

Vice Mayor Pineda announced that the "Certificate of Adjournment" was presented at the memorial services and the meeting will be adjourned in memory of Pastor Evangelista Rodney Lee Minemann:

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

Council presented "Certificates of Appreciation," to the students of Miles Elementary for their presentation on "Career Day."

PUBLIC COMMENT

1. Robin Hvidston, We the People Rising, noted a commissioner who attended tonight's meeting and a meeting she attended in Santa Ana, asked to rescind appointment and appoint citizens and asked to do the right thing.
2. John Kiley, Camfield Partners, spoke in support of Transtech.
3. Alex C, remarked laws should be abided by, undocumented immigrants should be deported and asked to take responsibility of actions.
4. Joan Lias, thanked the city for a home repair grant to make improvements to her home, thanked city for installing parking meter stations noting they look nice and wished Council Happy Holidays.
5. Arthur Schaper, commented on an article in the LA times, himself suing city, commented on his arrest, Brown Act being violated, spoke in opposition to staff, commented on two undocumented immigrants sitting on commissions, president and borders, sanctuary cities losing funds, remarked to be prepared for another suit, utility user tax being repealed, and being in small claims court.

STAFF RESPONSE – None.

CLOSED SESSION

At 6:25 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)
Schaper v. Huntington Park

At 7:10 p.m. Vice Mayor Pineda reconvened to open session with all Council Members present with the exception of Mayor Sanabria ABSENT.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all Council Members were present with the exception of Vice Mayor Sanabria ABSENT and discussed closed session items 1. Item 1) not action was taken, nothing to report.

CONSENT CALENDAR

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

ROLL CALL:

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

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.

Interim City Manager Reyes announced the item and introduced Director of Community Development Sergio Infanzon who presented the staff report.

Motion: Council Member Ortiz motioned to table the item to next meeting due to concerns related to parking spaces and requirements by the planning department, seconded by Council Member Macias. Motion passed 3-1-1, by the following vote:

ROLL CALL:

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

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

Interim City Manager Reyes announced the item and introduced City Attorney Arnold Alvarez-Glasman who presented the staff report.

Motion: Council Member Ortiz motioned to have resolution reflect staff report and for expenditures to be debited from city managers account and 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, seconded by Vice Mayor Pineda. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

PUBLIC WORKS

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

Interim City Manager Reyes announced the item and introduced Director of Public Works and Director of Community Development Sergio Infanzon who presented the staff report.

Motion: Council Member Macias motioned to approve, seconded by Council Member Ortiz.

Substitute Motion: Vice Mayor Pineda motioned to continue item to next meeting. Motion failed due to lack of second.

Motion continued: Council Member Macias motioned to select Infrastructure Engineering approve Professional Services Agreement relating to Engineering and Building and Safety services with a four (4) year term and authorize Interim City Manager to negotiate and execute the agreement, seconded by Council Member Ortiz. Motion passed 3-1-1, by the following vote:

ROLL CALL:

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

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

Interim City Manager Reyes announced the item and introduced Director of Community Development Sergio Infanzon who presented the staff report.

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

Motion: Vice Mayor Pineda motioned to 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, seconded by Council Member Ortiz. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, wished everyone Happy Holidays.

Council Member Graciela Ortiz, looking forward to seeing the community at the Holiday Parade on Saturday, December 9, 2017 and wished all a good evening.

Council Member Karina Macias, thanked staff for all their support, acknowledged how nice the tree lighting event was and looks forward to the Holiday Parade.

Vice Mayor Jhonny Pineda, wished everyone Happy Holidays and hopes to see everyone on Saturday for the Holiday Parade.

Mayor Marilyn Sanabria - ABSENT

ADJOURNMENT

At 7:52 p.m. Vice Mayor Pineda adjourned the City of Huntington Park City Council 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

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

MINUTES

Special Meeting of the City of Huntington Park City Council Tuesday, December 12, 2017

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

The special meeting of the City Council of the City of Huntington Park, California was called to order at 7:45 p.m. on Tuesday, December 12, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, Interim 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 and Donna G. Schwartz, City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Pineda.

PUBLIC COMMENT - None.

STAFF RESPONSE - None.

CLOSED SESSION

At 7:47 p.m. Arnold Alvarez-Glasman, City Attorney, recessed to closed session.

1. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957(b)(1) -
Title: Director of Finance
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: 6330 Rugby, Huntington Park
Agency negotiators: Ricardo Reyes, Sergio Infanzon
Negotiating Parties: City Housing – Rugby Associates
Under negotiations: Price and terms

At 8:20 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) direction was provided to the City Manager, no action taken nothing to report. Item 2) no action taken, matter to come back to closed session, 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

FINANCE

1. Approved Accounts Payable and Payroll Warrants dated December 12, 2017.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

2. **Consideration and Approval to Enter into a Public Private Partnership Agreement with the City of Huntington Park for a Solar Hybrid and Battery System**

Interim City Manager Ricardo Reyes presented the staff report and announced representatives from Max Energy were present for any questions.

Oscar Rodriguez, Max Energy Representative, briefly explained their agency while presenting a WORD presentation.

Motion: Council Member Ortiz motioned to initiate compliance for the City of State of California Renewable Energy Mandate, approve a Public Private Partnership Agreement for Solar Hybrid and Battery System and authorize Interim City Manager to negotiate final terms and execute the agreement, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

FINANCE

3. **Consideration and Selection of a Firm and Approval of a Professional Services Agreement for Trash Hauling Compliance Auditing Services**

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

Motion: Council Member Macias motioned to select Waste Savers for Trash Hauling Compliance Auditing Services, approve award of a Professional Services Agreement and authorize Interim City Manager to negotiate and execute the agreement, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

PARKS AND RECREATION

4. **Consideration and Approval of Authorization and Ratification of Certain Expenditures for Parade Production Services**

Interim City Manager Ricardo Reyes announced the item and introduced Director of Parks and Recreation Cynthia Norzagaray who presented the staff report.

Motion: Mayor Sanabria motioned to approve authorization of Pageantry Productions as a sole source, in a not-to-exceed amount of \$25,000 for the 67th Annual Holiday Parade Production, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

PUBLIC WORKS/COMMUNITY DEVELOPMENT

5. Consideration and Approval of an Award of a Contract Agreement for the Pacific Boulevard Pedestrian and Transportation Improvement Project

Interim City Manager Ricardo Reyes announced the item and introduced Director of Public Works Daniel Hernandez who presented the staff report and noted that a letter was received from FS Contractor Inc. requesting relief of the award of contract. Mr. Hernandez spoke in support of awarding to the second lowest bidder, Alfaro Communications Construction, Inc.

Councilwoman Ortiz directed staff to obtain clarification on the request by FS Contractor Inc. for record purposes.

Attorney Vanessa Ibarra, informed Council that it was an appropriate request by FS Contractor Inc. as referenced in the draft contract.

Motion: Council Member Ortiz motioned to award the contract to the second lowest bidder Alfaro Communications Construction, Inc., and proceed with the work in accordance with the bid authorize staff, under the currently approved augmentation contract, to proceed with necessary work (Project Management, Construction Management, Construction Inspection and Administration) in compliance with the terms and conditions of the contract in an amount not to exceed of \$52,000, authorize additional budget appropriation of \$181,763 from Measure R account #222-8010-431.73-10 and authorize the Interim City Manager or designee to execute the contract, seconded by Mayor Sanabria. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

6. Consideration and Approval of Pacific Boulevard Pedestrian Improvements Project Contract Change Orders (CCOs) Numbers 11 Through 21

Interim City Manager Ricardo Reyes announced the item and introduced Director of Community Development Sergio Infanzon who presented the staff report.

Motion: Mayor Sanabria motioned to approve Contract Change Orders (CCOs) Nos. 11 through 21 in the amount of \$261,783.46 and authorize Interim City Manager to execute the Contract Change Orders, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

7. Consideration and Approval to Submit a Letter of Interest to the Los Angeles Metropolitan Transportation Authority to Apply for the State Active Transportation Program (ATP) Cycle IV

Interim City Manager Ricardo Reyes announced the item and introduced Director of Community Development Sergio Infanzon who presented the staff report.

Motion: Council Member Ortiz motioned to direct staff to prepare Letter of Interest (application) to submit to the Los Angeles Metropolitan Transportation Authority and authorize the Interim City Manager to sign and submit the Letter of Interest (application), 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

ADJOURNMENT

At 9:03 p.m. Mayor Sanabria adjourned City of Huntington Park City Council in memory of City employee, Jessie “Yesenia” Gomez, who was the Jr. Deputy City Clerk in the Office of the City Clerk, to a Regular Meeting on Tuesday, December 19, 2017, at 6:00 P.M

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

City of Huntington Park List of Funds

Fund	Description	Fund	Description
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
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ABDULLAH HAJAR	66288/66641	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
ADLERHORST INTERNATIONAL LLC	2/8-2/9/2018	111-7010-421.59-15	Professional Development	300.00
				\$300.00
AFSCME COUNCIL 36	PPE 12/31/2017	802-0000-217.60-10	Association Dues	710.79
				\$710.79
ALEX J. ESCOBAR	12/4-12/7/17	111-7010-421.59-20	Professional Develop Post	207.00
	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	40.00
				\$247.00
ALEX KENEFICK	62271/66670	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
ALVAREZ-GLASMAN & COLVIN	2017-09-16603	111-0220-411.32-70	Contractual Srv Legal	26,238.01
	2017-09-16604	111-0220-411.32-70	Contractual Srv Legal	5,133.58
	2017-09-16605	111-0220-411.32-70	Contractual Srv Legal	428.00
				\$31,799.59
AMELIA E RODRIGUEZ	0003056	111-0000-228.70-00	Deposit Refund	4.99
				\$4.99
AMERICAN EXPRESS	0000362277	111-0110-411.58-22	Jhonny Pineda	361.73
	10156320171	111-0110-411.58-22	Jhonny Pineda	239.56
	13442708	111-0110-411.61-20	Dept Supplies & Expense	58.11
	19DB5GCA4JN	111-0110-411.61-20	Dept Supplies & Expense	18.06
	00010055358	111-0110-411.66-05	Council Meeting Expenses	39.96
	0670092	111-0110-411.66-05	Council Meeting Expenses	126.74
	23310059	111-0110-411.66-05	Council Meeting Expenses	93.50
	247659	111-0110-411.66-05	Council Meeting Expenses	110.23
	72800005	111-0110-411.66-05	Council Meeting Expenses	106.57
	75580034	111-0110-411.66-05	Council Meeting Expenses	35.00
	75590045	111-0110-411.66-05	Council Meeting Expenses	4.00
	999999973	111-0110-411.66-05	Council Meeting Expenses	14.85
	13442708	111-0210-413.61-20	Dept Supplies & Expense	46.16
	00065210	111-0230-413.59-15	Professional Development	220.00
	00670258085055	111-0230-413.59-15	Professional Development	171.41
	123701933	111-0230-413.59-15	Professional Development	763.38
	68510009	111-0230-413.59-15	Professional Development	300.00
	68560008	111-0230-413.59-15	Professional Development	175.00
	FS7TEVWRA	111-0230-413.59-15	Professional Development	148.58
	JCOSIG	111-0230-413.59-15	Professional Development	20.00
	10156320171	111-0230-413.61-20	Dept Supplies & Expense	90.19
	JIKXNW	111-0230-413.61-20	Dept Supplies & Expense	122.78
	73011007328	111-0230-413.64-05	Employee Recognition	500.00
	00007144	111-1010-411.59-15	Professional Development	348.22
	99999997304	111-3010-415.61-20	Dept Supplies & Expense	161.13
	49700005	111-4010-431.59-15	Professional Development	42.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	JHWH50	111-4010-431.59-15	Professional Development	41.04
	02137654490	111-5030-465.59-15	Professional Development	80.00
	46340253T8AXHJA	111-5030-465.59-15	Professional Development	196.50
	49730271V	111-5030-465.59-15	Professional Development	349.25
	73011007277	111-5030-465.59-15	Professional Development	35.09
	000022579	111-6020-451.61-35	Recreation Supplies	259.28
	000033401	111-6020-451.61-35	Recreation Supplies	16.20
	000033888	111-6020-451.61-35	Recreation Supplies	816.18
	00010054324	111-6020-451.61-35	Recreation Supplies	56.50
	00035607011	111-6020-451.61-35	Recreation Supplies	118.73
	00050965014	111-6020-451.61-35	Recreation Supplies	60.80
	00085607016	111-6020-451.61-35	Recreation Supplies	59.33
	001170923	111-6020-451.61-35	Recreation Supplies	120.00
	005301000024	111-6020-451.61-35	Recreation Supplies	10.95
	00763914	111-6020-451.61-35	Recreation Supplies	89.92
	00791210	111-6020-451.61-35	Recreation Supplies	402.70
	023333083	111-6020-451.61-35	Recreation Supplies	40.00
	02724359	111-6020-451.61-35	Recreation Supplies	483.07
	05345401	111-6020-451.61-35	Recreation Supplies	432.54
	10180065407	111-6020-451.61-35	Recreation Supplies	38.48
	10190811921	111-6020-451.61-35	Recreation Supplies	75.88
	3041A0H07X69MPG	111-6020-451.61-35	Recreation Supplies	479.60
	35300014781	111-6020-451.61-35	Recreation Supplies	38.76
	58651247	111-6020-451.61-35	Recreation Supplies	189.85
	63621680	111-6020-451.61-35	Recreation Supplies	250.00
	OPSNT_BEBIM	111-6020-451.61-35	Recreation Supplies	382.98
	REG 04	111-6020-451.61-35	Recreation Supplies	155.39
	UMPHVJ8KRC3	111-6020-451.61-35	Recreation Supplies	27.96
	170846627	111-7010-421.59-15	Professional Development	518.84
	170846649	111-7010-421.59-15	Professional Development	518.84
	170846650	111-7010-421.59-15	Professional Development	518.84
	170846651	111-7010-421.59-15	Professional Development	518.84
	170846654	111-7010-421.59-15	Professional Development	518.84
	170846655	111-7010-421.59-15	Professional Development	518.84
	170846656	111-7010-421.59-15	Professional Development	518.84
	170846664	111-7010-421.59-15	Professional Development	518.84
	JEYNS2	111-7010-421.59-15	Professional Development	320.00
	R6X3A25F	111-7010-421.59-15	Professional Development	2,090.00
	00003299	111-7010-421.59-20	Professional Develop Post	-16.09
	34412416	111-7010-421.59-20	Professional Develop Post	420.00
	K21BNQ4D	111-7010-421.59-20	Professional Develop Post	136.00
OPSNT_BIINB	111-7010-421.59-20	Professional Develop Post	420.00	
24354707	111-7010-421.59-30	Prof Dev - STC & Training	172.44	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	00000000026	111-7010-421.61-20	Dept Supplies & Expense	10.50
	00008421	111-7010-421.61-20	Dept Supplies & Expense	416.56
	00040965012	111-7010-421.61-20	Dept Supplies & Expense	-45.29
	00060965011	111-7010-421.61-20	Dept Supplies & Expense	81.54
	00070965011	111-7010-421.61-20	Dept Supplies & Expense	98.83
	00500900041	111-7010-421.61-20	Dept Supplies & Expense	8.74
	00520100029	111-7010-421.61-20	Dept Supplies & Expense	8.82
	0708073	111-7010-421.61-20	Dept Supplies & Expense	50.00
	10300100201	111-7010-421.61-20	Dept Supplies & Expense	19.62
	12290004494	111-7010-421.61-20	Dept Supplies & Expense	56.15
	23310044	111-7010-421.61-20	Dept Supplies & Expense	64.50
	23360069	111-7010-421.61-20	Dept Supplies & Expense	181.00
	83520003	111-7010-421.61-20	Dept Supplies & Expense	39.88
	84136007324	111-7010-421.61-20	Dept Supplies & Expense	373.95
	87100801	111-7010-421.61-20	Dept Supplies & Expense	43.98
	999999972753000	111-7010-421.61-20	Dept Supplies & Expense	30.00
	99999997305	111-7010-421.61-20	Dept Supplies & Expense	33.74
	31099537272	111-7022-421.61-24	Patrol Admin Volunteers	596.28
	3XIS6RTCA7E	111-7022-421.61-24	Patrol Admin Volunteers	-96.52
	00209622	111-7030-421.61-20	Dept Supplies & Expense	20.00
	00210408	111-7030-421.61-20	Dept Supplies & Expense	18.76
	00445899	111-7030-421.61-20	Dept Supplies & Expense	31.32
	0044937	111-7030-421.61-20	Dept Supplies & Expense	29.87
	00505083	111-7030-421.61-20	Dept Supplies & Expense	68.89
	0253872	111-7030-421.61-20	Dept Supplies & Expense	40.00
	0271023	111-7030-421.61-20	Dept Supplies & Expense	25.02
	0390443	111-7030-421.61-20	Dept Supplies & Expense	30.00
	291IA0GW1EN	111-7030-421.61-20	Dept Supplies & Expense	30.17
	291IA0GW1FC	111-7030-421.61-20	Dept Supplies & Expense	58.19
	300IA0GYWJEM	111-7030-421.61-20	Dept Supplies & Expense	224.12
	5633016985	111-7030-421.61-20	Dept Supplies & Expense	56.06
	5681727139	111-7030-421.61-20	Dept Supplies & Expense	45.06
	830551103	111-7030-421.61-20	Dept Supplies & Expense	29.13
	99999997311	111-7030-421.61-20	Dept Supplies & Expense	60.98
	99999997327	111-7030-421.61-20	Dept Supplies & Expense	63.48
	99999997276	111-7030-421.61-20	Dept Supplies & Expense	60.85
	99999997288	111-7030-421.61-20	Dept Supplies & Expense	55.61
	99999997292	111-7030-421.61-20	Dept Supplies & Expense	58.34
	FMCYFDNNLZY	111-7030-421.61-20	Dept Supplies & Expense	49.45
	0010268423133	111-8020-431.59-15	Professional Development	25.00
	008291010	111-8020-431.59-15	Professional Development	2.04
061746525	111-8020-431.59-15	Professional Development	90.00	
1225178	111-8020-431.59-15	Professional Development	22.28	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	5473744	111-8020-431.59-15	Professional Development	13.18
	MQT72BWTFOA	111-8020-431.59-15	Professional Development	0.99
	MQT61D74YQ0	111-8020-431.61-20	Dept Supplies & Expense	0.99
				\$20,499.27
AMERICAN FAMILY LIFE ASSURANCE	PPE 12/31/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				\$106.58
ANGELA CORNEJO	985065474483574	111-0110-411.43-05	Office Equip - O S & M	22.03
	985065474483574	111-0110-411.66-05	Council Meeting Expenses	55.46
				\$77.49
ARAMARK UNIFORM & CAREER APPAREL	532906353	741-8060-431.61-20	Dept Supplies & Expense	99.00
	532940823	741-8060-431.61-20	Dept Supplies & Expense	99.00
				\$198.00
ARDON WELDING INC.	1681	535-8090-452.43-20	Maintenance	180.00
				\$180.00
ARMANDO MOYA	HP060001095	111-0000-351.10-10	Citations	50.00
				\$50.00
ARROYO BACKGROUND INVESTIGATIONS	1459	111-7010-421.56-41	Contractual Srvc - Other	1,350.00
				\$1,350.00
AT&T	10546332	111-9010-419.53-10	Telephone & Wireless	16.49
	10610086	111-9010-419.53-10	Telephone & Wireless	1,649.05
	10610088	111-9010-419.53-10	Telephone & Wireless	96.34
	11/23-1/22/18	111-9010-419.53-10	Telephone & Wireless	662.50
				\$2,424.38
AT&T PAYMENT CENTER	12/7-1/6/2018	111-9010-419.53-10	Telephone & Wireless	506.64
				\$506.64
AURORA CAMARA	HP020005421	111-0000-351.10-10	Citations	55.00
	HP050006977	111-0000-351.10-10	Citations	55.00
				\$110.00
AZTECA SIGNS	6072	111-6020-451.61-35	Recreation Supplies	1,222.02
				\$1,222.02
BENEFIT ADMINISTRATION CORPORATION	6027507-IN	111-0230-413.56-41	Contractual Srvc - Other	80.00
				\$80.00
BENNETT LANDSCAPE	165195	535-8090-452.61-20	Dept Supplies & Expense	375.00
				\$375.00
BILLY VALDIVIA	12202017	111-6010-466.55-35	Holiday Parade	5,250.00
				\$5,250.00
BLOOMFIELD HIGH SCHOOL	63186/66692	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
CAL STATE ROOFING	07-062	535-8090-452.61-20	Dept Supplies & Expense	1,950.00
				\$1,950.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALIF PUBLIC EMPLOYEES RETIREMENT	15131600/131630	111-0110-411.23-50	Unfunded PERS Contr-Misc	2,104.88
	100000015131638	111-0210-413.23-50	Unfunded PERS Contr-Misc	6.10
	15131600/131630	111-0210-413.23-50	Unfunded PERS Contr-Misc	2,704.94
	15131600/131630	111-0230-413.23-50	Unfunded PERS Contr-Misc	1,891.91
	15131600/131630	111-1010-411.23-50	Unfunded PERS Contr-Misc	1,885.17
	15131600/131630	111-3010-415.23-50	Unfunded PERS Contr-Misc	9,488.42
	100000015131638	111-5010-419.23-50	Unfunded PERS Contr-Misc	3.35
	15131600/131630	111-5010-419.23-50	Unfunded PERS Contr-Misc	9,052.87
	15131600/131630	111-6010-451.23-50	Unfunded PERS Contr-Misc	4,341.15
	15131600/131630	111-7010-421.23-50	Unfunded PERS Contr-Misc	19,002.48
	100000015131612	111-7010-421.24-50	Unfunded PERS Contr-Sworn	129,996.47
	15131600/131630	111-8010-431.23-50	Unfunded PERS Contr-Misc	14,816.68
CALIFORNIA MUNICIPAL STATISTICS INC	17120709	111-9010-419.32-40	Audit Fees	500.00
				\$500.00
CENTRAL BASIN MWD	HP-NOV17	681-8030-461.41-00	Water Purchase	32,649.29
				\$32,649.29
CHRISTINA L. DIXON	162542	681-8030-461.59-15	Professional Development	404.20
	83198	681-8030-461.59-15	Professional Development	375.00
				\$779.20
CHRISTOPHER WASIK	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	368.98
				\$368.98
CITY OF HUNTINGTON PARK	13043-7884	681-0000-228.70-00	Utility Refund	594.00
				\$594.00
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 12/31/2017	802-0000-217.30-30	Med Reimb 125	593.33
				\$593.33
CITY OF HUNTINGTON PARK GEA	PPE 12/31/2017	802-0000-217.60-10	Association Dues	124.80
				\$124.80
CITY OF VERNON	62326/66694	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
CIVIC PLUS	168796	111-0210-413.56-41	Contractual Srvc - Other	37.50
	168928	111-0210-413.56-41	Contractual Srvc - Other	13,805.95
				\$13,843.45
CLINICAL LAB OF SAN BERNARDINO, INC	959925	681-8030-461.56-41	Contractual Srvc - Other	857.25
				\$857.25
CODE 5 GROUP LLC	2279	111-7030-421.56-41	Contractual Srvc - Other	600.00
				\$600.00
COLONIAL SUPPLEMENTAL INSURANCE	PPE 12/31/2017	802-0000-217.50-40	Life-Cancer Insurance	1,031.09
				\$1,031.09
CREATIVE BUS SALES, INC.	5116153	219-0250-431.43-21	Metro Transit O S & M	431.02
	5117507	219-0250-431.43-21	Metro Transit O S & M	595.68
				\$1,026.70

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CRISTIAN PACHECO	65496/66687	111-0000-228.20-00	Deposit Refund	28.00
				\$28.00
CRITICAL REACH	18-237	111-7030-421.56-41	Contractual Srvc - Other	565.00
				\$565.00
DANIEL PEREZ	62053/66685	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
DAPPER TIRE CO.	45192646	219-0250-431.43-21	Metro Transit O S & M	279.92
				\$279.92
DATAPROSE, INC.	DP1703635	681-3022-415.53-20	Postage	1,419.92
	DP1703635	681-3022-415.56-41	Contractual Srvc - Other	1,034.50
				\$2,454.42
DAVID MARTINEZ	62043/66672	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
DEPARTMENT OF JUSTICE	270823	111-7030-421.56-41	Contractual Srvc - Other	541.00
				\$541.00
DOMINIQUE VEASEY	65726/66691	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
DONNA G. SCHWARTZ	0180A	111-1010-411.59-15	Professional Development	27.96
	21383	111-1010-411.59-15	Professional Development	48.90
				\$76.86
EDUARDO MELENDREZ	64277/66679	111-0000-228.20-00	Deposit Refund	28.00
				\$28.00
ENTERPRISE FM TRUST	FBN3377209	226-9010-419.74-20	Vehicle Leases	1,756.12
	FBN3377209	229-7010-421.74-10	Equipment	129.38
				\$1,885.50
ESTEFANIA ZAMORA	12/12-12/15/17	111-1010-411.59-15	Professional Development	78.36
				\$78.36
EXPERT ROOTER	95022	111-8024-421.43-10	Buildings - O S & M	550.00
	94978	535-8090-452.43-20	Maintenance	924.47
				\$1,474.47
EXPRESS TRANSPORTATION SERVICES LLC	HPE11302017	111-0000-362.20-15	Metro Transit Lease	-5,200.00
	HPE11302017	219-0000-340.30-00	Fixed Route Fares	-6,118.36
	HPE11302017	219-0000-362.20-10	Lease Payment	-500.00
	DAR11302017	219-0000-395.41-15	Fuel Reimbursement	-3,805.59
	HPE11302017	219-0000-395.41-15	Fuel Reimbursement	-6,415.47
	DAR11302017	219-0250-431.56-45	Dial-A-Ride (All City)	51,500.00
	HPE11302017	220-0250-431.56-43	Fixed Route Transit	53,043.88
	HPE11302017	222-4010-431.56-43	Fixed Route Transit	41,000.00
				\$123,504.46
F&A FEDERAL CREDIT UNION	PPE 12/31/2017	802-0000-217.60-40	Credit Union	11,664.00
				\$11,664.00
FASTENAL	CALO139891	535-8090-452.61-20	Dept Supplies & Expense	194.36
				\$194.36

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
FD CONSTRUCTION INC	22727-6984	681-0000-228.70-00	Utility Refund	83.67
				\$83.67
FEDEX	6-018-02737	111-7010-421.56-41	Contractual Srvc - Other	6.80
				\$6.80
FERGUSON ENTERPRISES INC	5356454	535-8090-452.61-20	Dept Supplies & Expense	124.03
				\$124.03
FIRST 5 LA	65570/66646	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
FIRST CHOICE SERVICES	581508	111-9010-419.61-20	Dept Supplies & Expense	86.55
	584519	111-9010-419.61-20	Dept Supplies & Expense	213.75
				\$300.30
FRANCISCO ITURBE	65568/66668	111-0000-228.20-00	Deposit Refund	200.00
				\$200.00
GARDA CL WEST, INC.	20270459	111-9010-419.33-10	Bank Services	75.53
				\$75.53
GARY M. ROGERS	12/12/17	111-6030-451.33-90	Referee Services	60.00
	12/12/2017	111-6030-451.33-90	Referee Services	78.00
				\$138.00
GATEWAY URGENT CARE CENTER	00112817-00	111-0230-413.56-41	Contractual Srvc - Other	250.00
				\$250.00
GENE FARMER	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	207.00
				\$207.00
GENNY CISNEROS	65549/66666	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
GERARDO A. PRADO	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	207.00
				\$207.00
GRAINGER	9604893330	111-6010-451.74-10	Equipment	57.30
				\$57.30
HEALTHCARE PARTNERS AFFILIATES	0014186	111-0000-228.70-00	Deposit Refund	5.40
				\$5.40
HECTOR BENAVENTE	63806/66652	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
HERNANDEZ SIGNS, INC.	3117	111-0110-411.66-05	Council Meeting Expenses	866.55
				\$866.55
HINDERLITER DE LLAMAS & ASSOCIATES	0028055-IN	111-9010-419.56-41	Contractual Srvc - Other	2,542.83
				\$2,542.83
HOME DEPOT - PUBLIC WORKS	1260426	111-8022-419.43-10	Buildings - O S & M	19.28
	260345	111-8023-451.43-10	Buildings - O S & M	65.85
	6260472	111-8023-451.43-10	Buildings - O S & M	152.29
	8260375	111-8024-421.43-10	Buildings - O S & M	37.14
	2260421	221-8010-431.61-20	Dept Supplies & Expense	18.79
	3260405	221-8010-431.61-20	Dept Supplies & Expense	1,728.70
	7260381	221-8010-431.61-20	Dept Supplies & Expense	92.10

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HOME DEPOT - PUBLIC WORKS	7260539	221-8014-429.61-20	Dept Supplies & Expense	387.91
	3260332	287-8055-432.61-20	Dept Supplies & Expense	32.63
	3260332	535-8016-431.61-45	Street Lighting Supplies	781.91
	1260425	535-8090-452.61-20	Dept Supplies & Expense	241.22
	260348	535-8090-452.61-20	Dept Supplies & Expense	71.81
	260439	535-8090-452.61-20	Dept Supplies & Expense	50.46
				\$3,680.09
HUMBERTO VALENZUELA	62219/66701	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
HUNTINGTON PARK HIGH SCHOOL	62524/66684	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 12/31/2017	802-0000-217.60-10	Association Dues	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 12/31/2017	802-0000-217.60-10	Association Dues	5,940.95
				\$5,940.95
IMPACT TIRE SERVICE	6890	219-0250-431.43-21	Metro Transit O S & M	35.00
				\$35.00
INTER VALLEY POOL SUPPLY, INC	102858	681-8030-461.41-00	Water Purchase	196.02
	102859	681-8030-461.41-00	Water Purchase	184.29
	102860	681-8030-461.41-00	Water Purchase	127.33
	102946	681-8030-461.41-00	Water Purchase	268.06
	102947	681-8030-461.41-00	Water Purchase	293.19
	102948	681-8030-461.41-00	Water Purchase	100.52
	103180	681-8030-461.41-00	Water Purchase	206.07
	103181	681-8030-461.41-00	Water Purchase	125.65
	103182	681-8030-461.41-00	Water Purchase	187.64
				\$1,688.77
JAFET DIEGO	65819/66644	111-0000-228.20-00	Deposit Refund	150.00
	66304/66643	111-0000-228.20-00	Deposit Refund	150.00
				\$300.00
JDS TANK TESTING & REPAIR INC	11012	741-8060-431.43-20	Fleet Maintenance	135.00
	11111	741-8060-431.43-20	Fleet Maintenance	447.58
	11118	741-8060-431.43-20	Fleet Maintenance	447.58
				\$1,030.16
JESUS ZAVALA	63942/66683	111-0000-228.20-00	Deposit Refund	28.00
				\$28.00
JOEL GORDILLO	12/5/2017	111-1010-411.56-41	Contractual Srvc - Other	1,650.00
				\$1,650.00
JOHN FIGUEROA	65260/66639	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
JOSE LUIS ABARCA	62110/66637	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JUAN PORRAS	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	207.00
				\$207.00
KAREN K. TRUONG	101376306	111-7010-421.61-20	Dept Supplies & Expense	239.66
	1033052	111-7010-421.61-20	Dept Supplies & Expense	15.00
	10906	111-7010-421.61-20	Dept Supplies & Expense	25.00
				\$279.66
KIM, JOO HYUN	20467-22068	681-0000-228.70-00	Utility Refund	1,681.77
				\$1,681.77
KIPP LA SCHOOLS	63806/66699	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
KONICA MINOLTA BUSINESS SOLUTIONS	248878678	111-7010-421.44-10	Rent (Incl Equip Rental)	209.02
	248878879	111-7010-421.44-10	Rent (Incl Equip Rental)	66.17
	248879143	111-7010-421.44-10	Rent (Incl Equip Rental)	209.02
	248879159	111-7010-421.44-10	Rent (Incl Equip Rental)	138.40
	248879211	111-7030-421.44-10	Rent (Incl Equip Rental)	296.88
	248878876	111-7040-421.44-10	Rent (Incl Equip Rental)	377.06
	248879043	111-7040-421.44-10	Rent (Incl Equip Rental)	296.88
	248879150	111-9010-419.43-15	Financial Systems	357.56
	248879210	111-9010-419.43-15	Financial Systems	278.76
				\$2,229.75
LA COUNTY METRO	62079/66698	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
LA COUNTY SHERIFF'S DEPT	181818LA	111-7022-421.56-41	Contractual Srvc - Other	1,441.05
				\$1,441.05
LACMTA	101412	219-0250-431.58-50	Bus Passes	5,140.00
				\$5,140.00
LAN WAN ENTERPRISE, INC	59752	111-0110-411.74-10	Equipment	15,324.53
	59753	111-0110-411.74-10	Equipment	5,076.92
	59360	111-9010-419.43-15	Financial Systems	3,278.53
	59495	111-9010-419.43-15	Financial Systems	1,680.00
	59418	246-5098-463.74-10	Equipment	2,117.83
	59830	475-9010-419.74-10	Equipment	21,225.00
	59749	681-3022-415.61-20	Dept Supplies & Expense	119.54
	59748	741-8060-431.74-10	Equipment	2,750.06
				\$51,572.41
LB JOHNSON HARDWARE CO #1	693420	111-8023-451.43-10	Buildings - O S & M	46.24
	693806	220-8070-431.61-20	Dept Supplies & Expense	24.07
	693400	535-8090-452.61-20	Dept Supplies & Expense	107.21
	693701	535-8090-452.61-20	Dept Supplies & Expense	103.96
	693720	535-8090-452.61-20	Dept Supplies & Expense	41.59
	693826	535-8090-452.61-20	Dept Supplies & Expense	94.03
	693006	741-8060-431.43-20	Fleet Maintenance	19.70
	693099	741-8060-431.43-20	Fleet Maintenance	10.93
				\$447.73

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LEONARD GARCIA	0024238	111-6020-451.61-35	Recreation Supplies	25.00
	1178-5211-4343	111-6020-451.61-35	Recreation Supplies	12.88
	188	111-6020-451.61-35	Recreation Supplies	66.91
	346	111-6020-451.61-35	Recreation Supplies	141.62
	4864	111-6020-451.61-35	Recreation Supplies	33.36
	5167	111-6020-451.61-35	Recreation Supplies	40.33
				\$320.10
LETICIA GARCIA	62205/66653	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
LITTLE LIBROS LLC	0020635	111-0000-228.70-00	Deposit Refund	29.43
				\$29.43
LORRAINE MENDEZ & ASSOCIATES, LLC	0307	239-5040-463.56-41	Contractual Srvc - Other	2,720.00
	0307	239-5060-463.56-41	Contractual Srvc - Other	2,432.76
	0307	242-5060-463.56-41	Contractual Srvc - Other	1,615.00
				\$6,767.76
LOURDES JUAREZ	62100/66669	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
LUIS ALBERTO GONZALEZ	HP020005969	111-0000-351.10-10	Citations	55.00
				\$55.00
MARCOS RAMIREZ SAAVEDRA	HP010006032	111-0000-351.10-10	Citations	55.00
				\$55.00
MARI DIEGO	64382/66638	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
MARIA MALDONADO	62751/66681	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
MARIA MONTENEGRO	66193/66647	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
MARITZA MACIAS	62541/66680	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
MARKO MENDOZA	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	207.00
				\$207.00
MARTHA QUIROZ	62282/66688	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
MARTHA V. CASTILLO	0036	111-0230-413.59-15	Professional Development	17.89
	0056	111-0230-413.59-15	Professional Development	58.16
	0057A	111-0230-413.59-15	Professional Development	45.86
	0081	111-0230-413.59-15	Professional Development	27.85
	12/14/2017	111-0230-413.59-15	Professional Development	25.49
				\$175.25
MARY VEGA	66476/66648	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
MAURA GIBNEY	63931/66667	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MID CITIES GRANTS LLC	001	111-9010-419.56-41	Contractual Srvc - Other	669.29
	002	111-9010-419.56-41	Contractual Srvc - Other	2,380.00
	003	111-9010-419.56-41	Contractual Srvc - Other	4,248.82
				\$7,298.11
MIGUEL R NAVIA	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	207.00
				\$207.00
MOISES VELEZ	66370/66650	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
MUN SEONG CHEOL	HP030010116	111-0000-351.10-10	Citations	55.00
				\$55.00
NACHO'S LOCK & KEY SERVICE	12634	111-8024-421.43-10	Buildings - O S & M	170.00
				\$170.00
NATION WIDE RETIREMENT SOLUTIONS	PPE 12/31/2017	802-0000-217.40-10	Deferred Compensation	14,788.00
				\$14,788.00
NATIONWIDE ENVIRONMENTAL SERVICES	28877	221-8010-431.56-41	Contractual Srvc - Other	17,018.77
	28877	222-8010-431.56-41	Contractual Srvc - Other	16,325.00
	28877	231-8010-415.56-41	Contractual Srvc - Other	7,368.47
				\$40,712.24
NICANOR PACHECO	95005	111-7010-421.59-20	Professional Develop Post	30.00
				\$30.00
NINOS DEL CIELO	62123/66690	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
O'REILLY AUTO PARTS	2959-301941	219-0250-431.43-21	Metro Transit O S & M	22.98
	2959-302328	219-0250-431.43-21	Metro Transit O S & M	174.63
	2959-304347	219-0250-431.43-21	Metro Transit O S & M	22.98
	2959-305493	219-0250-431.43-21	Metro Transit O S & M	22.98
	2959-307071	219-0250-431.43-21	Metro Transit O S & M	34.35
	2959-317397	219-0250-431.43-21	Metro Transit O S & M	161.70
	2959-317398	219-0250-431.43-21	Metro Transit O S & M	109.08
				\$548.70
OK PRINTING DESIGN & DIGITAL PRINT	678	111-0110-411.61-20	Dept Supplies & Expense	552.75
	674	111-7040-421.61-31	Dept Supplies Records	155.55
	675	681-3022-415.61-20	Dept Supplies & Expense	155.09
				\$863.39
OPPORTUNITIES FOR LEARNING	62648/66640	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
OSVALDO CERVANTES	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	207.00
				\$207.00
PACIFIC ALTERNATORS	8277	741-8060-431.43-20	Fleet Maintenance	95.00
				\$95.00
PANA HERNANDEZ	61973/66654	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PARS	38942	111-9010-419.56-41	Contractual Srvc - Other	375.70
	39019	217-3010-413.56-41	Contractual Srvc - Other	2,251.01
				\$2,626.71
PATRICK M. KRAUT	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	207.00
				\$207.00
PRECISION CONCRETE CUTTING	171018	221-4010-431.73-10	Improvements	43,987.50
				\$43,987.50
PRUDENTIAL OVERALL SUPPLY	52077815	111-6010-451.56-41	Contractual Srvc - Other	129.02
	52078603	111-7010-421.61-20	Dept Supplies & Expense	20.07
	52073459	111-8022-419.43-10	Buildings - O S & M	31.20
				\$180.29
PURCHASE POWER	12/11/2017	111-7040-421.56-41	Contractual Srvc - Other	500.00
				\$500.00
RAFAEL PRIETO	62555/66686	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
ROSA PAPIAS	62615/66673	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
RUSSCO, INC	0021564	111-0000-321.10-00	Business License Refund	740.00
	0021564	111-0000-321.10-20	Processing Fee Business	28.96
	0021564	111-0000-321.10-30	SB1186-Disability Access	1.00
				\$769.96
SALE CO. ENT	22823-21752	681-0000-228.70-00	Utility Refund	283.94
				\$283.94
SALVADOR ORTEGA	1002	111-8020-431.15-20	Tool Allowance	81.72
	1002	111-8022-419.15-20	Tool Allowance	16.34
	1002	221-4010-431.15-20	Tool Allowance	16.34
	1002	221-8014-429.15-20	Tool Allowance	16.34
	1002	681-8030-461.15-20	Tool Allowance	32.38
				\$163.12
SANTA FE BUILDING MAINTENANCE	16551	111-6020-451.56-41	Contractual Srvc - Other	55.00
	16552	111-6020-451.56-41	Contractual Srvc - Other	455.00
	16553	111-6020-451.56-41	Contractual Srvc - Other	200.00
	16555	111-6020-451.56-41	Contractual Srvc - Other	400.00
	16538	111-8020-431.56-41	Contractual Srvc - Other	845.17
	16538	111-8022-419.56-41	Contractual Srvc - Other	2,789.00
	16538	111-8023-451.56-41	Contractual Srvc - Other	6,401.89
	16538	111-8024-421.56-41	Contractual Srvc - Other	3,360.90
				\$14,506.96
SANTIAGO PELAYO	63081/66696	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
SAUL DURAN	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	328.98
				\$328.98

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SEAL MASTER OF SOUTHERN CALIFORNIA	55669	221-8010-431.61-20	Dept Supplies & Expense	619.71
	59186	221-8010-431.61-20	Dept Supplies & Expense	1,828.10
				\$2,447.81
SERGIO ZACARIAS OR CECILIA ZACARIAS	HP050007256	111-0000-351.10-10	Citations	55.00
				\$55.00
SEVERN TRENT ENVIRONMENTAL SERVICES	25529	681-8030-461.43-30	Maintenance of Wells	12,189.87
				\$12,189.87
SHEILA GRECO	HP010005794	111-0000-351.10-10	Citations	51.00
				\$51.00
SILVINO ROMERO	62076/66695	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
SMART & FINAL	039441	111-0230-413.61-20	Dept Supplies & Expense	15.00
	039441	111-0230-413.64-05	Employee Recognition	36.62
	41573	111-7010-421.61-20	Dept Supplies & Expense	61.34
	44086	111-7010-421.61-20	Dept Supplies & Expense	43.69
				\$156.65
SMB INVESTMENTS	21149-21126	681-0000-228.70-00	Utility Refund	77.45
				\$77.45
SOUTH COAST AIR QUALITY MGMT DISTR.	3157144	741-8060-431.43-20	Fleet Maintenance	6.37
				\$6.37
SOUTHERN CALIFORNIA EDISON	11/3-12/6/2017	111-8024-421.62-10	Heat Light Water & Power	4,921.90
	10/5-11/3/2017	221-8014-429.62-10	Heat Light Water & Power	2,924.48
	11/3-12/6/2017	221-8014-429.62-10	Heat Light Water & Power	48.46
	11/2-12/5/2017	535-8016-431.62-10	Heat Light Water & Power	62.13
				\$7,956.97
SPARKLETTS	15142085 110917	111-0210-413.61-20	Dept Supplies & Expense	33.71
	15142085 120717	111-0210-413.61-20	Dept Supplies & Expense	64.06
	15142085 110917	111-0230-413.61-20	Dept Supplies & Expense	11.03
	15142085 110917	111-1010-411.61-20	Dept Supplies & Expense	11.33
	15142085 120717	111-1010-411.61-20	Dept Supplies & Expense	11.43
	15142085 110917	111-3010-415.61-20	Dept Supplies & Expense	63.27
	15142085 120717	111-3010-415.61-20	Dept Supplies & Expense	63.35
	15142085 110917	111-5010-419.61-20	Dept Supplies & Expense	27.50
	15142085 120717	111-5010-419.61-20	Dept Supplies & Expense	34.20
	15142085 110917	111-8020-431.61-20	Dept Supplies & Expense	27.49
	15142085 120717	111-8020-431.61-20	Dept Supplies & Expense	34.20
	15142085 110917	239-5060-463.61-20	Dept Supplies & Expense	27.50
	15142085 120717	239-5060-463.61-20	Dept Supplies & Expense	34.20
	15142085 110917	741-8060-431.43-20	Fleet Maintenance	83.74
	15142085 120717	741-8060-431.43-20	Fleet Maintenance	57.76

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STATE WATER RESOURCES CONTROL	SW-0145004	681-8030-461.42-05	Permits & Fees	21,344.00
	WD-0129434	681-8030-461.42-05	Permits & Fees	11,195.00
				\$32,539.00
STEAM KING	0016314	111-0000-228.70-00	Deposit Refund	86.97
				\$86.97
STEPHENS IRMGARD	0001183	111-0000-228.70-00	Deposit Refund	39.23
				\$39.23
STEVEN A. THORESON	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	207.00
				\$207.00
SUPERION, LLC	200599	111-9010-419.43-15	Financial Systems	11,076.69
				\$11,076.69
SUPERIOR COURT OF CALIFORNIA	NOV2017	111-3010-415.56-10	Parking Citation Surcharg	25,229.29
				\$25,229.29
SUSAN CRUM	2697801	111-6010-466.55-35	Holiday Parade	156.00
				\$156.00
T2 SYSTEMS CANADA INC.	INVSTD000001532	111-8010-431.74-10	Equipment	196,671.59
	INVSTD000001649	111-8010-431.74-10	Equipment	4,500.00
	INVSTD000001772	111-8010-431.74-10	Equipment	295.68
	INVSTD000001773	111-8010-431.74-10	Equipment	714.10
	INVSTD000001842	111-8010-431.74-10	Equipment	64.48
	INVSTD000001956	111-8010-431.74-10	Equipment	4,500.00
	INVSTD000001532	220-8010-431.73-10	Improvements	120,000.00
				\$326,745.85
TELEWORKS	15901	111-9010-419.53-10	Telephone & Wireless	140.00
				\$140.00
TERESA GARCIA	2869375	111-3010-415.59-15	Professional Development	85.00
				\$85.00
THE DUMBELL MAN FITNESS EQUIPMENT	44465	111-6010-451.74-10	Equipment	538.05
				\$538.05
THE VERDIN COMPANY	167722	111-8020-431.61-20	Dept Supplies & Expense	3,830.28
				\$3,830.28
THE WALL LAS MEMORIAS	62861/66682	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
TRANSTECH ENGINEERS, INC.	201707145	111-5010-419.56-49	Contract Bldng Inspection	49,946.57
	201707146	111-5010-419.56-49	Contract Bldng Inspection	3,375.00
	201707162	111-5010-419.56-49	Contract Bldng Inspection	250.00
				\$53,571.57
U.S. BANK	PPE 12/31/2017	802-0000-217.30-20	PARS	3,252.35
	PPE 12/31/2017	802-0000-218.10-05	PARS EMPLOYER	16,724.60
				\$19,976.95
U.S. HEALTH WORKS	3234407-CA	111-0230-413.56-41	Contractual Srvc - Other	626.00
	3237562-CA	111-0230-413.56-41	Contractual Srvc - Other	83.00
				\$709.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
UNITED PACIFIC WASTE & RECYCLING	1914148	111-8027-431.56-59	Contract-Trash Collection	16,680.00
				\$16,680.00
VALLARTA COLLISION & BODY SHOP INC.	1033	741-8060-431.43-20	Fleet Maintenance	1,915.00
				\$1,915.00
VANESSA VIZARD	66298/66689	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
VERIZON WIRELESS	9797259616	111-6010-419.53-10	Telephone & Wireless	38.01
	9797259616	111-8010-431.53-10	Telephone & Wireless	647.76
				\$685.77
VICTOR RODRIGUEZ	62062/66697	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
VICTOR SMOG TEST CENTER	37880	219-0250-431.43-21	Metro Transit O S & M	33.00
				\$33.00
VICTORY OUTREACH	63425/66693	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
VORTEX INDUSTRIES	03-1191725-1	111-8022-419.43-10	Buildings - O S & M	1,142.48
				\$1,142.48
WALTERS WHOLESALE ELECTRIC COMPANY	S109424901.001	111-8022-419.43-10	Buildings - O S & M	212.31
				\$212.31
WATER REPLENISHMENT DISTRICT OF	10/31/2017	681-8030-461.41-00	Water Purchase	116,934.96
				\$116,934.96
WELLS FARGO	12/01/2017	111-0110-411.61-20	Dept Supplies & Expense	84.01
	24431069R60BD7A	111-0110-411.66-05	Council Meeting Expenses	128.17
	2469216A62XKZ6G	111-0110-411.66-05	Council Meeting Expenses	43.84
	24492159XJHN81L	111-0210-413.59-15	Professional Development	340.10
	12/01/2017	111-0210-413.61-20	Dept Supplies & Expense	84.02
	2444500ADBLKGPA	111-0240-466.61-20	Dept Supplies & Expense	98.30
				\$778.44
WELLS FARGO BANK-FIT	PPE 12/31/2017	802-0000-217.20-10	Federal W/Holding	56,547.29
				\$56,547.29
WELLS FARGO BANK-MEDICARE	PPE 12/31/2017	802-0000-217.10-10	Medicare	6,894.70
				\$6,894.70
WELLS FARGO BANK-SIT	PPE 12/31/2017	802-0000-217.20-20	State W/Holding	17,950.66
				\$17,950.66
WEST GOVERNMENT SERVICES	837300417	111-7030-421.56-41	Contractual Srvc - Other	624.00
				\$624.00
WHITTIER FERTILIZER CO.	327425	535-8090-452.61-20	Dept Supplies & Expense	1,434.45
	327785	535-8090-452.61-20	Dept Supplies & Expense	766.50
				\$2,200.95
YAZMIN CHAVEZ	1118	111-0230-413.61-20	Dept Supplies & Expense	60.00
	1365342	111-0230-413.64-05	Employee Recognition	14.20
				\$74.20

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-9-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
YOUSEFF AL RIDA	64353/66636	111-0000-228.20-00	Deposit Refund	200.00
				\$200.00
ZAIDA BRITO	62051/66700	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
				\$1,407,714.33

City of Huntington Park List of Funds

Fund	Description	Fund	Description
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
1-16-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADIR INTERNATIONAL EXPORT LTD	1/2/2018	111-3010-465.56-33	Sales Tx Rebate LaCuracao	20,287.20
				\$20,287.20
ADMIN SURE	10766	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40
				\$7,080.40
AIR-TECH ENVIRONMENTAL, INC	35912	111-8022-419.43-10	Buildings - O S & M	660.00
	35911	111-8024-421.43-10	Buildings - O S & M	660.00
				\$1,320.00
ALADDIN LOCK & KEY SERVICE	27644	111-7010-421.61-20	Dept Supplies & Expense	38.24
				\$38.24
ALL CITY MANAGEMENT SERVICES	51777	111-7022-421.56-41	Contractual Srv - Other	3,405.53
	52060	111-7022-421.56-41	Contractual Srv - Other	6,668.42
				\$10,073.95
AMBIUS	008360LA311905	232-6010-419.56-41	Contractual Srv - Other	4,976.23
				\$4,976.23
ASCAP	100004871727	111-6010-451.56-41	Contractual Srv - Other	694.00
				\$694.00
AT&T MOBILITY	X12142017	111-5055-419.53-10	Telephone & Wireless	144.11
	X12142017	111-7010-421.53-10	Telephone & Wireless	4,011.64
	X12142017	239-5055-419.53-10	Telephone & Wireless	144.11
				\$4,299.86
AT&T PAYMENT CENTER	12/20-1/19/18	111-7010-421.53-10	Telephone & Wireless	55.27
				\$55.27
AY NURSERY INC.	98663	535-8090-452.61-20	Dept Supplies & Expense	494.81
				\$494.81
BAVCO	834244	535-8090-452.61-20	Dept Supplies & Expense	1,090.81
				\$1,090.81
BENNETT LANDSCAPE	165241-159	231-8010-415.56-41	Contractual Srv - Other	2,583.33
	170008	231-8010-415.56-41	Contractual Srv - Other	103.34
	165241-159	535-8090-452.56-60	Contract Landscape Labor	18,083.34
	170008	535-8090-452.56-60	Contract Landscape Labor	723.32
	170009	535-8090-452.61-20	Dept Supplies & Expense	35.00
				\$21,528.33
BLACK AND WHITE EMERGENCY VEHICLES	2288	111-7022-421.74-10	Equipment	140.00
				\$140.00
BOB BARKER COMPANY INC.	WEB000517990	111-7022-421.61-27	Dept Supplies Jail	881.93
	WEB000516263	121-7040-421.56-14	Welfare Inmate Fd Expense	1,471.28
				\$2,353.21
BRECKINRIDGE	23067-2412	681-0000-228.70-00	Deposit Refund	42.61
				\$42.61
BRIZUELA'S IRON WORK	0703	535-8090-452.61-20	Dept Supplies & Expense	1,737.90
				\$1,737.90

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-16-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALIF PUBLIC EMPLOYEES RETIREMENT	100000015151961	216-0230-413.23-06	Replacement Benefit IRC	22,349.04
				\$22,349.04
CALIFORNIA AUTO REBUILDERS	67358	219-0250-431.43-21	Metro Transit O S & M	213.53
				\$213.53
CALPERS	100000015148536	217-0230-413.28-00	Retiree Health Ins Premium	164,908.70
	100000015148536	217-0230-413.56-41	Contractual Srvc - Other	565.87
	100000015148536	746-0213-413.56-41	Contractual Srvc - Other	531.26
	100000015148536	802-0000-217.50-10	Health Insurance	160,986.77
				\$326,992.60
CARD INTEGRATORS	0095729-IN	111-7010-421.61-20	Dept Supplies & Expense	81.18
				\$81.18
CCAP AUTO LEASE LTD	12/12/2017	226-9010-419.74-20	Vehicle Leases	459.45
				\$459.45
CENTRAL FORD	C18703	219-0250-431.43-21	Metro Transit O S & M	909.57
				\$909.57
CHAMPION CJD	507327	741-8060-431.43-20	Fleet Maintenance	15.18
				\$15.18
CHARTER COMMUNICATIONS	0019175122217	111-9010-419.53-10	Telephone & Wireless	44.44
	0389644122117	121-7040-421.56-14	Welfare Inmate Fd Expense	228.03
				\$272.47
CLOSET FACTORY, INC	4/11/2017	229-7010-421.74-10	Equipment	19,525.00
				\$19,525.00
DAKTRONICS, INC.	6765648	111-8022-419.43-10	Buildings - O S & M	846.26
				\$846.26
DANIEL RODRIGUEZ	1/8/2018	111-7022-421.16-20	Uniform Allowance	550.00
				\$550.00
DAPEER, ROSENBLIT & LITVAK	13859	111-5055-419.32-50	Contractual Srv - Prosecu	2,480.35
	13861	111-5055-419.32-50	Contractual Srv - Prosecu	225.00
	1385901	111-8030-461.56-42	Storm Water WMP	17.50
				\$2,722.85
DARRYL INOUYE	1/8/2018	111-7022-421.16-20	Uniform Allowance	550.00
				\$550.00
DATA TICKET INC.	84701	111-5055-419.56-41	Contractual Srvc - Other	63.25
	84701	239-5055-419.56-41	Contractual Srvc - Other	6.25
				\$69.50
DEARDENS FURNITURE CO	10599-9866	681-0000-228.70-00	Deposit Refund	11.38
				\$11.38
DEKRA-LITE INDUSTRIES, INC.	ARINV003285	232-6010-419.56-41	Contractual Srvc - Other	41,421.53
				\$41,421.53
DEPARTMENT OF ANIMAL CARE & CONTROL	12/15/2017	111-7065-441.56-41	Contractual Srvc - Other	10,032.28
				\$10,032.28

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-16-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EMERGENCY RESPONSE CRIME SCENE	T2017-983	111-7030-421.56-41	Contractual Srvc - Other	750.00
				\$750.00
EVAN BROOKS ASSOCIATES, INC	17004-7	206-4010-431.73-10	Improvements	1,350.00
				\$1,350.00
EVENTS BY NOONAN	3046	111-6020-451.61-35	Recreation Supplies	595.50
				\$595.50
EXPERT ROOTER	95184	111-7010-421.61-20	Dept Supplies & Expense	242.09
				\$242.09
EXPRESS TRANSPORTATION SERVICES, LLC	HPE12312017	111-0000-362.20-15	Metro Transit Lease	-5,200.00
	HPE12312017	219-0000-340.30-00	Fixed Route Fares	-5,593.48
	HPE12312017	219-0000-395.41-15	Fuel Reimbursement	-5,351.89
	HPE12312017	219-0000-362.20-10	Lease Payment	-500.00
	DAR12312017	219-0250-431.56-45	Dial-A-Ride	51,500.00
	DAR12312017	219-0250-431.56-45	Dial-A-Ride	-3,482.95
	HPE12312017	222-4010-431.56-43	Fixed Route Transit	90,568.20
				\$121,939.88
FASTENAL	CALO140043	111-8023-451.61-20	Dept Supplies & Expense	435.24
				\$435.24
FEDEX	6-026-24771	111-7010-421.56-41	Contractual Srvc - Other	25.07
	6-004-29194	111-8020-431.61-20	Dept Supplies & Expense	19.79
				\$44.86
FERGUSON ENTERPRISES INC	5467589	111-8023-451.43-10	Buildings - O S & M	306.83
	5475238	111-8023-451.43-10	Buildings - O S & M	39.72
	5485983	111-8023-451.43-10	Buildings - O S & M	17.28
	5106480	535-8090-452.61-20	Dept Supplies & Expense	355.66
				\$719.49
FM THOMAS AIR CONDITIONING INC	37875	111-8023-451.56-41	Contractual Services	1,770.93
				\$1,770.93
FRANK AGUILAR	9971-5500	681-0000-228.70-00	Deposit Refund	59.61
				\$59.61
GARDA CL WEST, INC.	10363867	111-9010-419.33-10	Bank Services	686.31
				\$686.31
GLOBALSTAR USA	100000008970916	111-7010-421.53-10	Telephone & Wireless	82.91
				\$82.91
HILTI INC	4610569895	535-8090-452.61-20	Dept Supplies & Expense	908.39
				\$908.39
HOME DEPOT - PD	3580718	111-7010-421.61-20	Dept Supplies & Expense	85.80
				\$85.80
HOME DEPOT U.S.A. INC.	1/2/2018	111-3010-465.56-32	Sales Tax Rebate/Home Dep	113,077.30
				\$113,077.30

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-16-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HUNTINGTON PARK RUBBER STAMP CO.	RGC006712	111-7030-421.61-20	Dept Supplies & Expense	62.68
	RGC006849	111-7030-421.61-20	Dept Supplies & Expense	69.08
				\$131.76
INDEPENDENT CITIES RISK	12/19/2017	745-9031-413.52-30	Ins - Benefits Active EEs	222,230.07
				\$222,230.07
INDUSTRIAL PLUMBING SUPPLY, LLC	66406	111-8023-451.43-10	Buildings - O S & M	1,101.85
				\$1,101.85
INTER VALLEY POOL SUPPLY, INC	103432	681-8030-461.41-00	Water Purchase	455.70
	103433	681-8030-461.41-00	Water Purchase	209.42
	103434	681-8030-461.41-00	Water Purchase	70.36
				\$735.48
LAC+USC MEDICAL CENTER	11005	111-7030-421.56-16	Victims' Medical Services	1,350.00
	11005	111-7030-421.56-41	Contractual Srvc - Other	840.00
				\$2,190.00
LACMTA	101333	219-0250-431.58-50	Bus Passes	6,220.00
				\$6,220.00
LAN WAN ENTERPRISE, INC	59747	111-6010-466.55-35	Holiday Parade	1,500.00
	59868	111-9010-419.43-15	Financial Systems	23,500.00
	59631	111-9010-419.74-10	Equipment	340.48
				\$25,340.48
LEE ANDREWS GROUP, INC	2017247	111-0210-413.56-41	Contractual Srvc - Other	6,300.00
				\$6,300.00
LOGAN SUPPLY COMPANY, INC.	92998	535-8090-452.61-20	Dept Supplies & Expense	253.67
				\$253.67
LOS ANGELES COUNTY POLICE CHIEF ASN	2018	111-7010-421.59-15	Professional Development	500.00
				\$500.00
MG GRAPHICS	11790	111-5055-419.61-20	Dept Supplies & Expense	136.25
	11784	239-5055-419.61-20	Dept Supplies & Expense	299.75
	11790	239-5055-419.61-20	Dept Supplies & Expense	136.25
				\$572.25
NATIONWIDE ENVIRONMENTAL SERVICES	28878	220-8070-431.56-41	Contractual Srvc - Other	16,128.50
	28951	220-8070-431.56-41	Contractual Srvc - Other	16,128.50
	28950	221-8010-431.56-41	Contractual Srvc - Other	17,018.77
	28950	222-8010-431.56-41	Contractual Srvc - Other	16,325.00
	28950	231-8010-415.56-41	Contractual Srvc - Other	7,368.47
				\$72,969.24
NEIL CASTELLI	1/3/2018	746-0218-413.35-10	Tuition Assistance	1,500.00
				\$1,500.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-16-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-318533	219-0250-431.43-21	Metro Transit O S & M	40.24
	2959-318536	219-0250-431.43-21	Metro Transit O S & M	12.48
	2959-320475	219-0250-431.43-21	Metro Transit O S & M	59.28
	2959-323532	219-0250-431.43-21	Metro Transit O S & M	77.37
				\$189.37
OSUNA SINALOA AUTO GLASS CORP	1000654	219-0250-431.43-21	Metro Transit O S & M	369.75
				\$369.75
PAGEENTRY PRODUCTIONS	HHPH170002	111-6010-466.55-35	Holiday Parade	271.85
				\$271.85
PASILLAS, PATRICIA G.	19971-6738	681-0000-228.70-00	Deposit Refund	85.00
				\$85.00
PAUL WEINRICH	1/8/2018	111-7022-421.16-20	Uniform Allowance	550.00
				\$550.00
PRUDENTIAL OVERALL SUPPLY	52062797	111-6010-451.56-41	Contractual Srvc - Other	129.02
	52072538	111-6010-451.56-41	Contractual Srvc - Other	129.02
	52082310	111-6010-451.56-41	Contractual Srvc - Other	129.02
	52083301	111-7010-421.61-20	Dept Supplies & Expense	20.07
	52078604	111-8022-419.43-10	Buildings - O S & M	31.20
				\$438.33
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0546754-IN	111-8020-431.43-10	Buildings - O S & M	142.36
	0549613-IN	111-8020-431.43-10	Buildings - O S & M	131.34
				\$273.70
READYREFRESH	07L0034574871	111-7010-421.61-20	Dept Supplies & Expense	183.15
				\$183.15
RICOH AMERICAS CORP	57195816	111-6010-451.56-41	Contractual Srvc - Other	234.98
				\$234.98
RICOH USA, INC.	5051642502	111-6010-451.56-41	Contractual Srvc - Other	105.44
				\$105.44
RIO HONDO COLLEGE	1/17-1/19/18	111-7010-421.59-20	Professional Develop Post	30.00
				\$30.00
ROBERTO HERNANDEZ	1/8/2018	111-7022-421.16-20	Uniform Allowance	550.00
				\$550.00
SALAZAR, DORA	19429-2178	681-0000-228.70-00	Deposit Refund	85.30
				\$85.30
SANTA FE BUILDING MAINTENANCE	16601	111-8020-431.56-41	Contractual Srvc - Other	1,051.58
	16601	111-8022-419.56-41	Contractual Srvc - Other	3,898.47
	16601	111-8023-451.56-41	Contractual Srvc - Other	8,311.20
	16601	111-8024-421.56-41	Contractual Srvc - Other	5,296.01
				\$18,557.26
SC FUELS	3476458	741-8060-431.62-30	Metro Transit Fuel & Oil	18,662.77
				\$18,662.77

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-16-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SMART & FINAL	44945	111-7010-421.61-20	Dept Supplies & Expense	17.60
	46808	111-7010-421.61-20	Dept Supplies & Expense	54.36
				\$71.96
SOURCE ONE OFFICE PRODUCTS, INC.	OE-QT-38469-1	111-1010-411.61-20	Dept Supplies & Expense	380.93
	OE-QT-38186-1	111-3010-415.61-20	Dept Supplies & Expense	174.54
	OE-QT-38469-1	111-3010-415.61-20	Dept Supplies & Expense	170.76
	OE-QT-38469-1	111-6010-451.61-20	Dept Supplies & Expense	65.67
	OE-QT-38469-1	111-7010-421.61-20	Dept Supplies & Expense	669.92
	OE-QT-38469-1	111-8020-431.61-20	Dept Supplies & Expense	26.28
				\$1,488.10
SOUTHERN CALIFORNIA EDISON	11/16-12/16/17	111-8020-431.62-10	Heat Light Water & Power	983.55
	11/1-12/5/17	231-8010-415.62-10	Heat Light Water & Power	455.63
	8/16-10/4/17	535-8016-431.62-10	Heat Light Water & Power	15,344.49
	8/16-10/4/17	681-8030-461.62-20	Power Gas & Lubricants	10,307.79
				\$27,091.46
STANDARD INSURANCE COMPANY	1/1/2018	802-0000-217.50-70	Life, ADD, LT Disability	7,003.95
				\$7,003.95
STAPLES ADVANTAGE	8048081142	111-0210-413.61-20	Dept Supplies & Expense	528.96
	8048081142	111-0230-413.61-20	Dept Supplies & Expense	78.16
	8048081142	111-1010-411.61-20	Dept Supplies & Expense	204.69
	8048081142	111-3010-415.61-20	Dept Supplies & Expense	86.36
	8048081142	111-5010-419.61-20	Dept Supplies & Expense	437.34
	8048081142	111-5055-419.61-20	Dept Supplies & Expense	45.30
	8048081142	111-6010-451.61-20	Dept Supplies & Expense	221.33
	8048081142	111-7010-421.61-20	Dept Supplies & Expense	22.81
	8048081142	111-7022-421.61-24	Patrol Admin Volunteers	439.89
	8048081142	111-7030-421.61-20	Dept Supplies & Expense	314.69
	8048081142	111-8020-431.61-20	Dept Supplies & Expense	73.83
	8048081142	239-5055-419.61-20	Dept Supplies & Expense	106.27
STATE WATER RESOURCES CONTROL	LW-1014643	681-8030-461.42-05	Permits & Fees	21,264.00
				\$21,264.00
T.O.I.F. HOMES, LLC	22745-25234	681-0000-228.70-00	Deposit Refund	88.70
				\$88.70
T2 SYSTEMS CANADA INC.	INVSTD000001532	111-8010-431.74-10	Equipment	196,671.59
	INVSTD000001649	111-8010-431.74-10	Equipment	4,500.00
	INVSTD000001772	111-8010-431.74-10	Equipment	295.68
	INVSTD000001773	111-8010-431.74-10	Equipment	714.10
	INVSTD000001842	111-8010-431.74-10	Equipment	64.48
	INVSTD000001956	111-8010-431.74-10	Equipment	4,500.00
	INVSTD000001532	220-8010-431.73-10	Improvements	120,000.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-16-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
T2 SYSTEMS CANADA INC.	26703	231-8010-415.61-20	Dept Supplies & Expense	183.25
	26704	231-8010-415.61-20	Dept Supplies & Expense	893.81
				\$327,822.91
TELEWORKS	15824	111-6010-451.61-20	Dept Supplies & Expense	140.00
				\$140.00
THE GAS COMPANY	11/2-12/7/17	111-8020-431.62-10	Heat Light Water & Power	311.14
	11/2-12/7/17	111-8022-419.62-10	Heat Light Water & Power	94.56
	11/2-12/7/17	111-8023-451.62-10	Heat Light Water & Power	267.36
	11/2-12/7/17	111-8024-421.62-10	Heat Light Water & Power	717.92
				\$1,390.98
TRANSTECH ENGINEERS, INC.	20172817	111-4010-431.56-62	Contract Engineer Service	3,960.00
	20172818	111-4010-431.56-62	Contract Engineer Service	3,927.50
	20172823	111-4010-431.56-62	Contract Engineer Service	8,169.77
	20172827	111-4010-431.56-62	Contract Engineer Service	345.00
	20172840	111-4010-431.56-62	Contract Engineer Service	440.00
	20172848	111-4010-431.56-62	Contract Engineer Service	315.00
	20172854	111-4010-431.56-62	Contract Engineer Service	2,700.00
	20173004	111-4010-431.56-62	Contract Engineer Service	3,900.00
	20173005	111-4010-431.56-62	Contract Engineer Service	4,060.00
	20173006	111-4010-431.56-62	Contract Engineer Service	3,878.75
	20173010	111-4010-431.56-62	Contract Engineer Service	21,980.61
	20173011	111-4010-431.56-62	Contract Engineer Service	3,240.00
	20173013	111-4010-431.56-62	Contract Engineer Service	6,270.00
	20173032	111-4010-431.56-62	Contract Engineer Service	280.00
	20173038	111-4010-431.56-62	Contract Engineer Service	125.00
	20173150	111-4010-431.56-62	Contract Engineer Service	1,125.00
	20173151	111-4010-431.56-62	Contract Engineer Service	3,810.50
	20172833	221-8010-431.56-41	Contractual Srvc - Other	385.00
	20172834	221-8010-431.56-41	Contractual Srvc - Other	270.00
	20172836	221-8010-431.56-41	Contractual Srvc - Other	315.00
	20172841	221-8010-431.56-41	Contractual Srvc - Other	180.00
	20172842	221-8010-431.56-41	Contractual Srvc - Other	450.00
	20172843	221-8010-431.56-41	Contractual Srvc - Other	702.50
	20172844	221-8010-431.56-41	Contractual Srvc - Other	1,132.50
	20172845	221-8010-431.56-41	Contractual Srvc - Other	450.00
	20172846	221-8010-431.56-41	Contractual Srvc - Other	372.50
	20172847	221-8010-431.56-41	Contractual Srvc - Other	270.00
	20172851	221-8010-431.56-41	Contractual Srvc - Other	3,780.00
	20172855	221-8010-431.56-41	Contractual Srvc - Other	747.50
	20172857	221-8010-431.56-41	Contractual Srvc - Other	180.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-16-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	
TRANSTECH ENGINEERS, INC.	20172858	221-8010-431.56-41	Contractual Srvc - Other	452.50	
	20172859	221-8010-431.56-41	Contractual Srvc - Other	180.00	
	20172860	221-8010-431.56-41	Contractual Srvc - Other	297.50	
	20172861	221-8010-431.56-41	Contractual Srvc - Other	45.00	
	20172862	221-8010-431.56-41	Contractual Srvc - Other	475.00	
	20172863	221-8010-431.56-41	Contractual Srvc - Other	480.00	
	20172864	221-8010-431.56-41	Contractual Srvc - Other	90.00	
	20172865	221-8010-431.56-41	Contractual Srvc - Other	90.00	
	20173007	221-8010-431.56-41	Contractual Srvc - Other	6,440.00	
	20173012	221-8010-431.56-41	Contractual Srvc - Other	630.00	
	20173017	221-8010-431.56-41	Contractual Srvc - Other	540.00	
	20173018	221-8010-431.56-41	Contractual Srvc - Other	161.50	
	20173019	221-8010-431.56-41	Contractual Srvc - Other	90.00	
	20173020	221-8010-431.56-41	Contractual Srvc - Other	90.00	
	20173021	221-8010-431.56-41	Contractual Srvc - Other	90.00	
	20173022	221-8010-431.56-41	Contractual Srvc - Other	296.50	
	20173023	221-8010-431.56-41	Contractual Srvc - Other	675.00	
	20173024	221-8010-431.56-41	Contractual Srvc - Other	400.00	
	20173025	221-8010-431.56-41	Contractual Srvc - Other	1,112.50	
	20173026	221-8010-431.56-41	Contractual Srvc - Other	935.00	
	20173027	221-8010-431.56-41	Contractual Srvc - Other	90.00	
	20173028	221-8010-431.56-41	Contractual Srvc - Other	900.00	
	20173029	221-8010-431.56-41	Contractual Srvc - Other	360.00	
	20173030	221-8010-431.56-41	Contractual Srvc - Other	450.00	
	20173033	221-8010-431.56-41	Contractual Srvc - Other	90.00	
	20173034	221-8010-431.56-41	Contractual Srvc - Other	90.00	
	20173035	221-8010-431.56-41	Contractual Srvc - Other	90.00	
	20173036	221-8010-431.56-41	Contractual Srvc - Other	180.00	
					\$93,582.63
	TRIANGLE SPORTS	35731	111-6040-451.61-35	Recreation Supplies	179.31
				\$179.31	
TRIMMING LAND CO INC	9923	535-8090-452.56-60	Contract Landscape Labor	4,740.00	
				\$4,740.00	
U.S. HEALTH WORKS	3244090-CA	111-0230-413.56-41	Contractual Srvc - Other	1,197.00	
	3247431-CA	111-0230-413.56-41	Contractual Srvc - Other	262.00	
				\$1,459.00	
UNDERGROUND SERVICE ALERT OF SO CAL	1120170128	221-8014-429.56-41	Contractual Srvc - Other	181.60	
	620170127	221-8014-429.56-41	Contractual Srvc - Other	196.50	
				\$378.10	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-16-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VERIZON WIRELESS	9798218902	111-0110-411.53-10	Telephone & Wireless	307.80
	9798218902	111-0210-413.53-10	Telephone & Wireless	173.13
	9798218902	111-6010-419.53-10	Telephone & Wireless	104.13
	9798218902	111-9010-419.53-10	Telephone & Wireless	26.19
				\$611.25
VISION SERVICE PLAN-CA	JAN2018	802-0000-217.50-30	Vision Insurance	4,444.29
				\$4,444.29
VORTEX INDUSTRIES	03-1201290-1	111-8023-451.43-10	Buildings - O S & M	731.00
				\$731.00
WALTERS WHOLESALE ELECTRIC COMPANY	S109415243.001	111-8022-419.43-10	Buildings - O S & M	186.36
	S109386063.001	535-8016-431.61-45	Street Lighting Supplies	315.16
				\$501.52
WEBIPLEX, LLC	2662	225-7120-421.74-10	Equipment	5,300.00
				\$5,300.00
WELLS FARGO	2449215AS	111-0110-411.61-20	Dept Supplies & Expense	598.41
	2469216	111-0110-411.61-20	Dept Supplies & Expense	49.00
	2469216A	111-0110-411.61-20	Dept Supplies & Expense	48.45
	2469216AV	111-0110-411.61-20	Dept Supplies & Expense	59.52
	2469216AV2	111-0110-411.61-20	Dept Supplies & Expense	59.52
	2469216AV2X	111-0110-411.61-20	Dept Supplies & Expense	59.52
	F592100B	111-0110-411.61-20	Dept Supplies & Expense	-50.00
	2449215	111-0110-411.66-05	Council Meeting Expenses	102.29
	2449215AV	111-0110-411.66-05	Council Meeting Expenses	61.08
	2444500	111-0210-413.61-20	Dept Supplies & Expense	28.67
	2469216B12	111-0210-413.61-20	Dept Supplies & Expense	180.26
	2444500A	111-0230-413.64-05	Employee Recognition	25.00
	2444500AV	111-0230-413.64-05	Employee Recognition	25.00
	2444500AV0	111-0230-413.64-05	Employee Recognition	25.00
	2444500AV01	111-0230-413.64-05	Employee Recognition	25.00
	2444500AV014	111-0230-413.64-05	Employee Recognition	25.00
	2444500AV0147	111-0230-413.64-05	Employee Recognition	25.00
	2444500AV0147M	111-0230-413.64-05	Employee Recognition	25.00
	2444500AV0147M7	111-0230-413.64-05	Employee Recognition	25.00
	249778	111-0230-413.64-05	Employee Recognition	409.73
	2416407	111-0240-466.61-20	Dept Supplies & Expense	23.53
	2443186	111-0240-466.61-20	Dept Supplies & Expense	102.72
	2444500A	111-0240-466.61-20	Dept Supplies & Expense	16.30
	2461043	111-0240-466.61-20	Dept Supplies & Expense	190.52
	2461043A	111-0240-466.61-20	Dept Supplies & Expense	123.33
	2469216	111-0240-466.61-20	Dept Supplies & Expense	109.25

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-16-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WELLS FARGO	7461043	111-0240-466.61-20	Dept Supplies & Expense	-54.73
	2449215	111-6010-466.55-35	Holiday Parade	360.00
	2490641	111-9010-419.43-15	Financial Systems	30.16
				\$2,707.53
WEST GOVERNMENT SERVICES	837388718	111-7030-421.56-41	Contractual Srvc - Other	54.75
				\$54.75
WESTERN EXTERMINATOR COMPANY	5643795	111-8020-431.56-41	Contractual Srvc - Other	67.50
	5643795	111-8022-419.56-41	Contractual Srvc - Other	49.00
	5643795	111-8023-451.56-41	Contractual Srvc - Other	92.50
	5643795	111-8024-421.56-41	Contractual Srvc - Other	50.00
	5643795	535-8090-452.56-60	Contract Landscape Labor	139.50
				\$398.50
WILMAR	422480707	111-8022-419.43-10	Buildings - O S & M	33.36
				\$33.36
				\$1,630,657.58



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

January 16, 2018

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 APPOINTING A DELEGATE TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY'S GOVERNING BOARD (ICRMA)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the appointment of Delegate; and
2. Adopt Resolution No. 2018-01, Amending Resolution No. 2016-48 and Appointing a Delegate to the Independent Cities Risk Management Authority's Governing Board (ICRMA).

BACKGROUND

The City Council, by resolution on October 18, 2016 adopted Resolution No. 2016-48, Amending Resolution No. 2015-17, Appointing one Alternate and one Substitute Alternate Representative to the Independent Cities Risk Management Authority's Governing Board (ICRMA). However, due to the recent resignation of the prior delegate it is necessary to appoint a new delegate to the Board and amend Resolution No. 2016-48.

FISCAL IMPACT

There is no direct fiscal impact.

CONCLUSION

Upon Council approval, City Clerk will forward a certified copy of Resolution No. 2018-01 to ICRMA, to the attention of its General Manager.

**CONSIDERATION AND APPROVAL OF A RESOLUTION APPOINTING A OF
DELEGATE TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY'S
GOVERNING BOARD (ICRMA)**

January 16, 2018

Page 2 of 2

Respectfully submitted,



RICARDO REYES
Interim City Manager



DONNA G. SCHWARTZ, CMC
City Clerk

ATTACHMENT(S)

- A. Resolution No. 2018-01, Amending Resolution No. 2016-48, Appointing a Delegate to the Independent Cities Risk Management Authority's Governing Board (ICRMA)
- B. Resolution No. 2016-48, Amending Resolution No. 2015-17, Appointing an Alternate and Substitute Alternate Representative to the Independent Cities Risk Management Authority's Governing Board (ICRMA)

ATTACHMENT "A"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 2018-01

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK AMENDING
RESOLUTION NO. 2016-48 AND APPOINTING A
DELEGATE TO THE GOVERNING BOARD OF THE
INDEPENDENT CITIES RISK MANAGEMENT
AUTHORITY (ICRMA)**

WHEREAS, the City of Huntington Park ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code; and

WHEREAS, ICRMA provides a Liability Risk Management Program, Property Risk Management Program, Workers' Compensation Risk Management Program, and other programs for its members; and

WHEREAS, the Joint Powers Agreement provides that the city council of each member city may appoint a member of the city council as the city's representative to the ICRMA Governing Board and also authorizes the appointment of an alternate representative and a substitute alternate representative to represent the city's interest in the absence of the city council appointee; and

WHEREAS, City desires to designate its representative to the ICRMA Governing Board.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Huntington Park does hereby find, determine and declare as follows:

SECTION 1. That _____ (may be a Council Member or staff person) is hereby appointed as the delegate, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates.

SECTION 2. That Donna G. Schwartz, City Clerk (may be a Council Member or staff person) is hereby appointed as the alternate, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary member noted in Section 1 above.

SECTION 3. That Martha Castillo, Director of Human Resources, (may be a Council Member or staff person) are hereby appointed as the substitute alternate(s), to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary and alternate members noted in Sections 1 and 2 above.

1 **SECTION 4.** That the individuals designated by this City Council as the City's
2 representatives alternate(s) and substitute alternate representatives to the ICRMA
3 Governing Board and to the Risk Management Programs in which this City participates
4 are hereby confirmed and designated as the City's delegates for all purposes of
5 representing the City's interests and exercising the authority of the City with respect to
6 the Coverage and the Program and voting on behalf of the City on all matters
7 delegated to the Governing Board and signing such amendments as are contemplated
8 to be approved by the Governing Board.

9 **SECTION 5.** The appointments contained herein shall supersede all prior
10 appointments of representatives to the Independent Cities Risk Management
11 Authority contained in Resolution 2016-48 and prior.

12 **SECTION 6.** The City Clerk shall certify to the adoption of this resolution.

13 **SECTION 7.** The City Clerk shall forward a certified copy of this resolution to
14 ICRMA, to the attention of its General Manager.

15 **PASSED, APPROVED, AND ADOPTED** this 16th day of January, 2018.

16
17
18
19
20
21
22
23
24
25
26
27
28

Marilyn Sanabria, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT "B"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 2016-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING RESOLUTION NO. 2015-46, APPOINTING ALTERNATES AND SUBSTITUTE ALTERNATE REPRESENTATIVE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)

WHEREAS, the City of Huntington Park ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code; and

WHEREAS, ICRMA provides a Liability Risk Management Program, Property Risk Management Program, Workers' Compensation Risk Management Program, and other programs for its members; and

WHEREAS, the Joint Powers Agreement provides that the city council of each member city may appoint a member of the city council as the city's representative to the ICRMA Governing Board and also authorizes the appointment of an alternate representative and a substitute alternate representative to represent the city's interest in the absence of the city council appointee; and

WHEREAS, City desires to designate its representative to the ICRMA Governing Board.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Huntington Park does hereby find, determine and declare as follows:

SECTION 1. That Council Member Jhonny Pineda (may be a Council Member or staff person) is hereby appointed to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates.

SECTION 2. That _____ (may be a Council Member or staff person) is hereby appointed as the alternate, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary member noted in Section 1 above.

SECTION 3. That _____, (may be a Council Member or staff person) are hereby appointed as the substitute alternate(s), to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary and alternate members noted in Sections 1 and 2 above.



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

January 16, 2018

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 AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR LIVE WEB STREAMING SERVICES OF CITY COUNCIL MEETINGS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve award of PSA to Town Hall Streams for Live Web Streaming Services of City Council Meetings; and
2. Authorize Interim City Manager to negotiate and execute agreement.

BACKGROUND

On May 5, 2017, the City Council directed staff to go out for Request for Proposals (RFP) for Live Web Streaming Services.

In accordance with the City of Huntington Park's interest to evaluate existing contract services and to ensure the City is continuing to receive competitive pricing and quality services, the City advertised a Request for Proposals (RFP) for live web streaming services, on August 31, 2017.

On October 2, 2017, the deadline for submissions, the City received 5 bids. The bid) are as follows:

Bidder	Bid
Granicus	\$10,680 annually
Prime Gov	\$10,395 1 st year (purchase of encoder) \$8,400 2 nd and 3 rd year hosting fee
Super Toy Box	\$35,120 1 st year \$14,400 (3 year estimate, 50 hours monthly)
Town Hall Streams	\$275/month (encoder included)
WorkTank	\$9,467 start-up fees \$3,268 single event (up to 2.5 hours) \$500 per hour after 2.5 hours

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR LIVE WEB STREAMING SERVICES OF CITY COUNCIL MEETINGS

January 16, 2018

Page 2 of 2

After review of the Request for Proposals and qualifications. Staff recommends Town Hall Streams. The monthly fee includes the encoder and unlimited live streaming, Town Hall Streams supplies all the equipment at no charge with 24-hour support, in addition there will be a significant cost savings to the city.

FISCAL IMPACT/FINANCING

Funding for live web streaming services was approved in the City's FY 17-18 Adopted Budget in account number 111-1010-411.56-41.

CONCLUSION

Upon Council approval staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager



DONNA G. SCHWARTZ, CMC
City Clerk

ATTACHMENT(S)

- A. RFP "Live Web Streaming Services" with DRAFT Agreement
- B. Copy of Notice Published
- C. Proposals

ATTACHMENT "A"



REQUEST FOR PROPOSALS
TO PROVIDE
Live Web Streaming Services
FOR THE
CITY OF HUNTINGTON PARK

THIS PAGE INTENTIONALLY LEFT BLANK.

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	PROPOSAL SCHEDULE	1
III.	GENERAL INFORMATION	1
IV.	TERMS AND CONDITIONS	5
V.	PROPOSAL CONTENT	7
VI.	EVALUATION PROCEDURES	8
VII.	STAFF CONTACT	10
	EXHIBIT "A" SCOPE OF SERVICES	
	EXHIBIT "B" SAMPLE CONTRACT SERVICES AGREEMENT	
	EXHIBIT "C" CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (IF ANY)	

THIS PAGE INTENTIONALLY LEFT BLANK.

City of Huntington Park
6550 Miles Avenue,
Huntington Park, California 90255

**“Live Web Streaming Services”
Request for Proposals**

I. INTRODUCTION

The City of Huntington Park is requesting services and cost proposals from a qualified and experienced CONSULTANT to provide “**Live Web Streaming Services**” for the City.

II. PROPOSAL SCHEDULE

Request For Proposals Issued:	August 31, 2017
Deadline to Submit Questions:	September 25, 2017
Deadline to Submit Proposals	October 2, 2017

III. GENERAL INFORMATION

The City seeks proposals from outside firms to provide “**Live Web Streaming Services**”. The City will select one qualifying firm to provide the services as defined in the Scope of Services section of this RFP.

- A. Proposal Validity.** The Proposer’s pricing shall be valid for a minimum of 90 days.
- B. Requests for Information.** Questions regarding this RFP are for clarification purposes only and are to be directed by e-mail in writing to Donna Schwartz at dschwartz@hpca.gov .
- C. Submission Requirements.** Proposals must be received by the Office of the City Clerk in a sealed envelope with the title of the RFP clearly labeled along with the name and address of the firm. The submittal packet shall include one (1) copy of the proposal and one (1) copy of the fee schedule.

Proposals, including appendices, must not exceed 20 sheets on 8.5” x 11” paper (11” x 17” paper may be used to display organizational charts). Font size must be at least 12 point for text or 8 point for graphics. Dividers used to separate sections will not be counted as pages.

- D. Late Submittals.** It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be

disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by facsimile or electronic mail.

- E. Withdrawal or Modifications.** A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a Proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.
- F. Addenda.** In the event that any portion of this RFP is changed, the City will provide addenda by fax or e-mail to all firms who have received an RFP. The signed addenda must be included with the RFP submittal. Submittals received without the applicable addenda may be rejected as incomplete.
- G. Responsiveness.** All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Firms are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive. The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.
- H. Costs.** The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.
- I. Legal Authorization.** All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.
- J. Conflict of Interest.** Proposer is required to issue a brief statement disclosing potentially conflicting interests including:

 - 1. Any litigation involving the Proposer or the Proposer's personnel which is adverse to the City.
- K. Rejection of Submittals.** The City reserves the right at its sole discretion to reject any and all submittals received without penalty as a result of this RFP.

 - 1. A proposal may be immediately rejected if:
 - a) It contains misrepresentative or misleading information;

- b) It is received at any time after the exact date and time set for receipt of proposals;
- c) It does not meet the required specifications or terms and conditions as prescribed;
- d) It is not prepared in the format outlined in this RFP;
- e) It is signed by an individual not authorized to represent the Proposer; and
- f) Any other reason in the City's sole and absolute discretion.

- L. No Guarantee of Contract.** No guarantee is made that any contract will be awarded in response to this RFP.
- M. Insurance Coverage.** If a Proposer is selected, all insurance documentation will be provided to the City prior to the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.
- N. Consultants.** Proposer shall identify any consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of consultants.
- O. Acceptance of Conditions.** Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document (including, but not limited to, all the conditions reflected in the Sample Contract Services Agreement) which shall be submitted with the proposal.
- P. Public Record.** All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and the City shall be under no obligation to the Proposer to withhold such records. Insofar as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (T) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the

general public or any other information not regarded as proprietary and confidential under federal or state law.

- Q. Right to Request Additional Information.** During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- R. Additional Services.** The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP; however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.
- S. Conflict of Interest.** By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- T. Confidential Information.** City reserves the right to make copies of a Proposer's proposal available for inspection and copying by members of the public (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) the

Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

IV. TERMS AND CONDITIONS

- A. Certification.** By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal for this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.
- B. Reserving Rights.** The City reserves the right to reject any and all proposals received as a result of this RFP. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the Proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.
- C. Assignment and Guarantee.** No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations.
- D. Financial Responsibility for Proposal Costs.** The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer.
- E. Clarification.** Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to the City's representative regarding this RFP process. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.

- F. Discrimination.** The Proposer and all consultants must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.
- G. Equal Opportunity.** During the performance of the contract, Proposer agrees to the following:
1. Proposer shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all federal, State of California, County of Los Angeles and City of Huntington Park laws and ordinances related to employment practices.
 2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Proposer. The Proposer agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the Proposer, shall state that Proposer is an Equal Opportunity Employer.
- H. Indemnification.** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorneys' fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind with regard to the preparation or presentation of a proposal in response to this RFP.
- I. Gratuity Prohibition.** Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal. \

V. PROPOSAL CONTENT

Cover Letter

The cover letter should be signed by a person with the official authority to bind the company. The letter must also include the name, address, telephone number, email address, title and signature of the firm's contact person for this RFP and state that the submittal is valid for 90 days. An acceptance to the City's standard contract should also be included.

Approach

The purpose of the response is to demonstrate the Proposer's competence and capacity to provide the services listed in the scope of work for the City of Huntington Park in conformity with the requirements of this Request for Proposals. As such, the substance of the Request for Proposals and Proposals will carry more weight than their form or manner of presentation. The technical response should demonstrate the Proposal of the individual or organization and of the particular staff to be assigned to this engagement.

The Proposal should be prepared to all the points outlined in the Request for Proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the Request for Proposals. Please provide as much information as possible regarding qualifications and experience.

Submission Requirements

- Name, contact, address, telephone and fax number, and email of firm.
- Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.
- Firm's history and number of years in business.
- Provide all necessary licenses, permits and certifications relating to the scope of work.
- Review and complete all Exhibits attached hereto as requested.
- Any other information you feel is appropriate to assist in the selection process.

Proposal Criteria

- Provide a description of software and hardware required to operate the system, maintenance and support, training, product warranties, etc. Describe third-party software needs, if any. Describe how these will interface with the City's system. Describe how the proposed solution best meets the needs of the City of Huntington Park.
- Provide a diagram of the recommended hardware configuration. If your firm is acting as a hardware reseller, describe the details and duration of any manufacturer's warranties on proposed hardware.
- Identify any potential performance impact to the City's existing computing environment. Provide recommendations to minimize any performance impact. Identify any other system issues.
- Describe what support and maintenance services are provided with the product's annual maintenance and/or license fees. Include application specifics, database specifics, and third-party products.

- Describe the extent and nature of hardware and software support services, including “live,” web-based and telephone support, and consulting support.
- Please list the equipment/services the City needs to provide.
- The City expects any acquired software and hardware to be covered by a warranty. All software and hardware warranties should provide for the operability of the system. Describe what is included with the manufacturer’s warranty.
- Provide an implementation schedule with milestones for each phase of project.

Fee Schedule

- Provide complete cost breakdown for system design and implementation; software; hardware; support and maintenance; training; and any additional or optional services. Costs should be distinguished between one-time vs. recurring [i.e., monthly or annual]. The proposal should also contain maintenance fees for initial and subsequent years. Costs should reflect integration with existing City computer environment.
- Describe any upgrades anticipated and whether upgrade costs are included as part of annual maintenance/license fees.

Parts and Material

All parts and materials required for the performance of the work shall be included in the fee for this scope of work and no additional compensation will be allowed.

Proposed Staffing and Project Team

This section should establish Proposer’s experience and experience of personnel that will properly perform the scope of work. Identify key personnel to be assigned and their experience (detailed).

References

All qualified Proposers must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information supply the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.

VI. EVALUATION PROCEDURES

A. Proposal Evaluation. The City staff will evaluate all proposals received to determine the firm that best meets the needs of the City. The City shall not be

obligated to accept the lowest priced proposal but the City may make award(s) in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and qualifications of the Proposer.

B. Review of Proposals. Firms that do not meet the “Mandatory Elements” listed in Section C1 below will be eliminated from further consideration.

C. Proposal Evaluation Criteria. Proposals will be evaluated using two (2) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated. The following represent the principal selection criteria which will be considered during the evaluation process. City reserves the right to select any firm that submits a complete and timely proposal.

1. Mandatory Elements

- a) The firm is an independent CONSULTANT properly licensed to practice in California.
- b) The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- c) The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

2. Qualitative Evaluation

a) Experience and Performance:

- 1. The firm’s past experience and performance on specific government engagements (i.e., references).
- 2. Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project).
- 3. Firm’s statement on why it believes itself to be best qualified (cover letter).

b) Ability to complete work in a timely manner and references.

3. Oral presentation/interview (at the option of the City)

The Proposers with the three highest combined scores may expect to be interviewed by the City staff. Upon completion of the interviews, negotiation of compensation, and/or terms and conditions, a contract may be prepared and submitted to the City Council for approval.

D. PROPOSAL SUBMITTAL. Proposals must be received by the Office of the City Clerk in a sealed envelope with the title of the RFP clearly labeled along with the name and address of the firm. The submittal packet shall include

ONE (1) copy of the proposal and ONE (1) copy of the fee schedule The submittal package shall be addressed as follows:

Office of the City Clerk
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Proposals can be hand delivered or mailed to the address listed above. Proposals will **not** be accepted by fax or e-mail. The proposal shall be delivered to the above address.

VII. STAFF CONTACT

For inquiries, please contact Donna Schwartz via email at dschwartz@hpca.gov.

Issued by:

City of Huntington Park
Office of the City Clerk


Donna G. Schwartz, CMC
City Clerk

EXHIBIT "A"

SCOPE OF SERVICE

Therefore, the City of Huntington Park is in need of a vendor to produce, and web stream its public meetings live. The City seeks to make its City Council Meetings transparent, as well as other community meetings on an as needed basis. In addition, the vendor will provide three recorded copies of the meetings to be uploaded onto the website in a format suitable to the City. The vendor must have the technology and infrastructure necessary to execute this task including any necessary equipment and software.

All necessary hardware and software components which will provide for the production and recording functionality to allow users to access live meetings must be included in the proposal.

THIS PAGE INTENTIONALLY LEFT BLANK.

EXHIBIT "B"



SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and [REPLACE WITH NAME OF CONSULTANT], a [REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.] (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I.

ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of XX YEARS?] Commencing from [REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the "EFFECTIVE DATE"? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR'S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED

ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM], unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [____THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT_____] (hereinafter, the “Approved Rate Schedule”).
- B. Section 1.3(A) notwithstanding, CONSULTANT'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [____REPLACE WITH NOT-TO-EXCEED SUM_____] (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONSULTANT'S monthly compensation is a function of hours worked by CONSULTANT'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONSULTANT.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT'S employees, agents, and SUB-CONSULTANT. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in

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

- 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 CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT 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, or SUB-CONSULTANT is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons

or property, or if any of CONSULTANT'S officers, employees, agents, or SUB-CONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

- 2.8 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.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONSULTANT, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT and SUB-CONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL

Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT'S commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT

as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT'S, SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of thirty (30) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be

compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this

Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT'S Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT'S performance under this Agreement pending CONSULTANT'S cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.
- CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event CITY is in breach of this Agreement, CONSULTANT'S sole remedy shall be the suspension or termination of this Agreement and/or

the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all SUB-CONSULTANTS working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. **CONSULTANT shall not use CITY's name or insignia, photographs, or any**

publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

[REPLACE WITH Business Name of CONSULTANT]

[REPLACE WITH Business Address]

Attn: [REPLACE WITH Name/Title of CONSULTANT'S chief contact]

Phone: [REPLACE WITH Phone Number]

Fax: [REPLACE WITH Fax Number]

Email: [If available, REPLACE WITH e-mail or simply delete]

CITY:

City of Huntington Park

6550 Miles Avenue

Huntington Park, CA 90255

Attn: Office of the City Clerk

Phone: (323) 584-6230

Fax: (323) 588-4577

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONSULTANT'S), if any, shall contain a provision making

them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

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

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in two (2) 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 two counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

[REPLACE WITH BUSINESS NAME OF CONSULTANT, E.G., ACME CORP.]:

By: _____
Edgar P. Cisneros,
City Manager

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

EXHIBIT "C"

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

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

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

Name: _____

Title: _____

Signature: _____

Date: _____

Firm Name: _____

END OF DOCUMENT

ATTACHMENT "B"

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

Donna G. Schwartz
HUNTINGTON PARK, CITY OF
6550 MILES ROOM 148
HUNTINGTON PARK, CA 90255

PRE# 3045252

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Huntington Park, CA, will receive sealed BIDs until 2 p.m. on Monday, October 2, 2017, at the Office of the City Clerk for "Live Web Streaming Services" in the City of Huntington Park, CA.

The completed Request for Proposal (RFP) can be obtained at the City of Huntington Park Office of the City Clerk, 6550 Miles Avenue, Huntington Park, CA 90255; or by emailing:

Donna Schwartz at dschwartz@hpca.gov or on the City of Huntington Park's website at: www.hpca.gov.

8/31/17
PRE-3045252#
HUNTINGTON PARK BULLETIN

COPY OF NOTICE

Notice Type: BID NOTICE INVITING BIDS
Ad Description NOTICE INVITING BIDS-Live Web Streaming Services

To the right is a copy of the notice you sent to us for publication in the HUNTINGTON PARK BULLETIN. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

08/31/2017

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an



* A 0 0 0 0 0 4 5 3 3 3 4 2 *

ATTACHMENT "C"

Dear Donna,

Thank you for considering continuing the partnership between Granicus and Huntington Park. We are excited and honored to continue to support your streaming needs, as we have since 2011, and look forward to strengthening our partnership.

At Granicus, we recognize that great products are only part of what keeps our clients satisfied. We have our technical support team that takes full responsibility for maintaining and monitoring the technology that powers your solution and that of 3,000 other government agencies. Along with our amazing customer service staff, the City will be provided an ongoing learning resource with Granicus University and our regularly updated Help Center.

In this response, we will detail why Huntington Park should continue using the Granicus platform. Should you have any questions or if you would like us to clarify any aspects of our proposal, we look forward to hearing from you.

Sincerely,



Jason Fletcher, Chief Operating Officer
Casey Golubieski, Customer Success Consultant
720-240-9586
Casey.Golubieski@granicus.com

Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 120 days.

Contents

Overview of Proposed Solution	5
Granicus Open Platform	5
Webcasting	6
Security Overview	12

Name, contact, address, telephone and fax number, and email of firm.
707 17th Street, Suite 4000
Denver, CO 80202
Main: 720.240.9586
Fax: 720.501.5171

Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.
Granicus is a C Corporation, and was established in 1999.

Firm's history and number of years in business.
Granicus provides technology that empowers government organizations to create better lives for the people they serve. By offering the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services to more than 3,000 public sector organizations, Granicus helps turn government missions into quantifiable realities. Granicus products connect more than 150 million people, creating a powerful network to enhance government transparency and citizen engagement. By optimizing decision-making processes, Granicus strives to help government realize better outcomes and have a greater impact for the citizens they serve.

As a company, Granicus helps empower some of the most creative people in the world who innovate within complex public-sector organizations. We help make policies more effective and to transform the citizen experience so that everything from road closures to fostering programs are better communicated, understood, and ultimately successful.

Granicus was founded in 1999, and in late 2016, merged with GovDelivery (also founded in 1999). While Granicus had traditionally been focused on innovation in the legislative and rule-making process, GovDelivery led the way in transforming how governments communicate with the public on a day-to-day basis to support everything from flu shot programs to new veterans benefits. The two companies' missions aligned perfectly to cover the full range of government's mission – to make the rules and laws we live by while delivering services that bring value to the public. This powerful alignment allows us to bring even more scale and innovation to the clients we serve.

Dun & Bradstreet #: 12-910-6469

Provide all necessary licenses, permits and certifications relating to the scope of work.
Huntington Beach is a current Granicus customer, and we will continue to maintain all necessary licenses, permits and certifications necessary to provide the City with Live Web Streaming Services.

Exhibit C

EXHIBIT "C"

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

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

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

Name: Jason Fletcher

Title: Chief Operating Officer

Signature: 

Date: September 29, 2017

Firm Name: Granicus, Inc.

Please note that if awarded the opportunity to continue working with the city of Huntington Beach, Granicus would like to add an amendment to our current agreement to extend our term.

END OF DOCUMENT

Provide a description of software and hardware required to operate the system, maintenance and support, training, product warranties, etc. Describe third-party software needs, if any. Describe how these will interface with the City's system.

Overview of Proposed Solution

Granicus is pleased to present the below proposed solution of new technology and expert professional services to provide your city with a solution that meets and exceeds the requirements set forth in this Request for Proposal. Our 100% cloud-hosted software solutions were designed specifically for governments like yours to spend less time managing the manual artifacts of the legislative process and more time engaging important stakeholders in productive ways. We make this possible by providing our clients with all the hardware and software necessary to streamline and automate everything from online video streaming to paperless agenda creation and publication. Additionally, our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible.

Below please find a description of each of the proposed Granicus Suites, as well as a narrative of our implementation methodology, timeline of milestones, and a support and training overview.

GRANICUS OPEN PLATFORM

The Granicus Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes:

The Granicus Open API and SDK

We can provide a fully documented and supported Application Programmatic Interface (API) and Software Developer Kit (SDK). This open architecture enables customers and developers to seamlessly integrate existing or future enterprise systems with Granicus. Developers typically use the API to add, update, extract, delete and ultimately customize how information is presented.

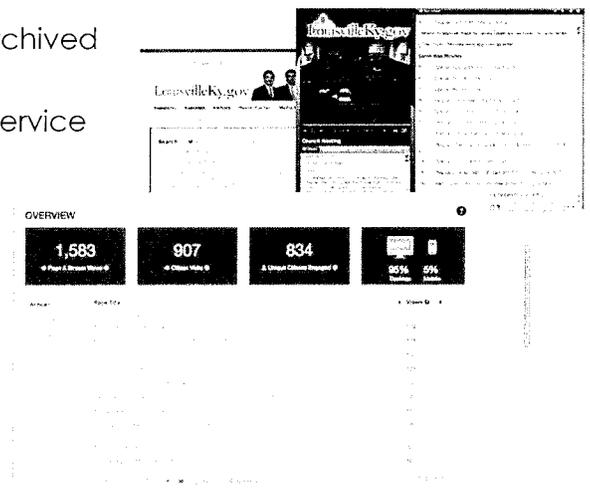
We believe open systems and interoperability are critical components of any modern software solution. Granicus is committed to building open architectures, standards, and lasting partnerships with industry leaders. We want to offer clients the most complete solutions on the market, without forcing them into a single system for all enterprise tasks.

WEBCASTING

The Webcasting suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency by streaming meetings and events live, linking related documents to your video and providing advanced searching of archives.

Granicus Webcasting gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming. This solution also allows you to connect agenda data to tablet devices to review agendas and supporting documents, take notes and more through the iLegislate® application.

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



Easy-to-Use Public Website

Publish live and archived videos to a media portal on your website to make it easy for the public to access your content. Enable audiences to share videos over social networking sites or through email to drive greater visibility and viewership.

Mobile-Enabled Delivery

The Government Transparency Suite allows citizens to view videos, agendas, minutes, and supporting documents on mobile devices. By providing live and on-demand streaming via mobile devices, you will be able to reach the broadest audience possible at all times.

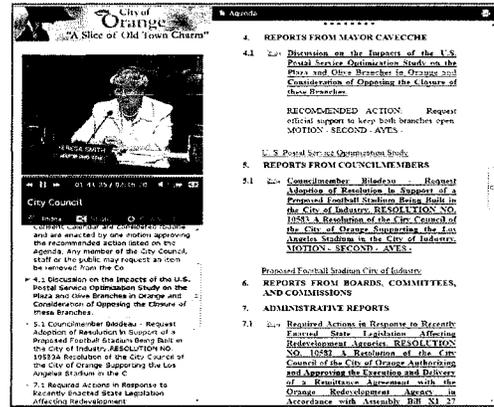
"We had resistance from members of our staff who did not want to change their in-meeting process, so we needed to make sure that any integration we built was as seamless as possible and did not affect workflows."

Karen Rodriguez, Senior Systems Analyst II, City Clerk Systems Division, Los Angeles, CA

Agenda Index Points

Deliver a rich user experience by synchronizing and cross-linking materials to the video. Citizens can watch indexed videos, browse agendas, and view supporting materials—staff reports, memos, and ordinances—all within a single multimedia player.

Supporting documents are displayed alongside the video. Viewers can use jump-to points and links within documents to watch those discussions.



Advanced Search “Drill Down”

Empower residents to find the information they need through a self-service search engine. Search across public meeting archives—meeting or event data, including: agendas, minutes, notes, motions, votes, and captions. With advanced filters for date range, data type, and more, the public is able to accurately define their search criteria to find the information they need.

Downloadable Media & Alerts:

- **DOWNLOADABLE MEDIA:** Offer downloadable podcasts for citizens. Media files can be easily delivered as downloadable video (MP4) formats. Reach more citizens using mobile devices and popular media and social media networks.
- **RSS:** Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available: specific files, agendas or minutes. This feature simplifies the ability for citizens to get real time updates straight to their inbox.
- **USER SEARCH ALERTS:** Just as RSS subscriptions allow residents to receive updates on specific information, our user search alerts update citizens as information they care about becomes available in the system.

“Granicus is my front line for research requests. Now that we’ve built 2 or 3 years-worth of meetings in there and all the items attached to it, it’s very, very comprehensive and puts it all right in front of you quickly.”

Bill Dow, Records Manager / Deputy City Clerk, Keene, NH

Describe how the proposed solution best meets the needs of the City of Huntington Park.

Our partnership with to provide Live Web Streaming Services began in 2011, and we feel that Granicus is uniquely positioned to continue to best meet the needs of the City's as outlined in the request for proposal. Our ongoing partnership ensures no disruption in the established meeting workflow, and no additional investment beyond the current budgeted resources.

Provide a diagram of the recommended hardware configuration. If your firm is acting as a hardware reseller, describe the details and duration of any manufacturer's warranties on proposed hardware.

We do not anticipate any change in the City's current hardware configuration for Granicus streaming services.

Identify any potential performance impact to the City's existing computing environment. Provide recommendations to minimize any performance impact. Identify any other system issues.

We do not anticipate any potential performance impact in the City's existing computing environment.

Describe what support and maintenance services are provided with the product's annual maintenance and/or license fees. Include application specifics, database specifics, and third-party products.

Describe the extent and nature of hardware and software support services, including "live," web-based and telephone support, and consulting support.

Our support team includes dedicated personnel to handle direct phone and email support. Clients also have access to the Granicus Help Portal for self-training and issue submission. Security patches and necessary upgrades are scheduled immediately upon discovery (normally within a few hours of being brought to our team's attention). We assist onsite tech staff with all updates as part of the annual maintenance, including new features (as part of our normal ongoing development cycle) for the modules and systems you have purchased. The impact on your staff is normally no more than a few hours.

UP-TIME GUARANTEE 99.9%

Granicus, Inc., represents and warrants a 99.9% up-time guarantee per month for its hosted services. Granicus, Inc., will provide notification of any system-wide outages within one hour from the time the issue is first recognized by our operations team. Notifications will be posted on status.granicusops.com. Email notifications can be subscribed to from that page.

SCHEDULED MAINTENANCE

Scheduled maintenance of the Granicus Solution will not be counted as downtime, and will only take place between 9:00 PM and 2:00 AM MST on Fridays. This maintenance window allows Granicus staff to continue to monitor and test the production system through the weekend, ensuring a smooth maintenance deployment. Granicus, Inc., will provide the customer with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. When emergency maintenance is required, the customer will receive as much advance notice as possible. Granicus, Inc., will clearly post that the site is down for maintenance and the expected duration of the maintenance. Notifications will be posted on status.granicusops.com and can be subscribed to from that page.

How to contact Granicus

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

CONTACT INFORMATION

Online (recommended)	www.granicus.com.createacase
Email	customercare@granicus.com
Phone (for urgent issues)	(877) 889-5495 ext.1

SUPPORT HOURS

Regular Hours	6:00 AM – 6:00 PM MST	Monday - Friday
Prime Hours	8:00 AM – 6:00 PM MST	Monday - Friday
After Hours Support	6:00 PM – 11:00 PM MST	Monday - Friday
Weekend On Call	6:00 AM – 6:00 PM MST	Saturday & Sunday

How We Rank Cases

PRIORITY 1: SEVERE INITIAL RESPONSE: WITHIN 1 HOUR DURING PRIME HOURS

Severe application problem that causes productivity to cease for a large number of staff or complete loss of service to either website or intranet (application-related site outage). Examples:

- Web server is running but application is non- functional
- SQL-server errors not related to hardware

PRIORITY 2: HIGH INITIAL RESPONSE: WITHIN 4 HOURS DURING PRIME HOURS

Application/service is available, but in a degraded mode. A work-around is possible or a brief loss of service is acceptable. Impacts only a small group or causes work to cease for an individual. Example:

- Site is operational, but search, calendar or other modular functionality is non-operational or impaired

PRIORITY 3: MEDIUM INITIAL RESPONSE: 1 BUSINESS DAY

Moderate business impact; issues have affected productivity. A work-around may exist or the problem is for a non business-critical task. Examples:

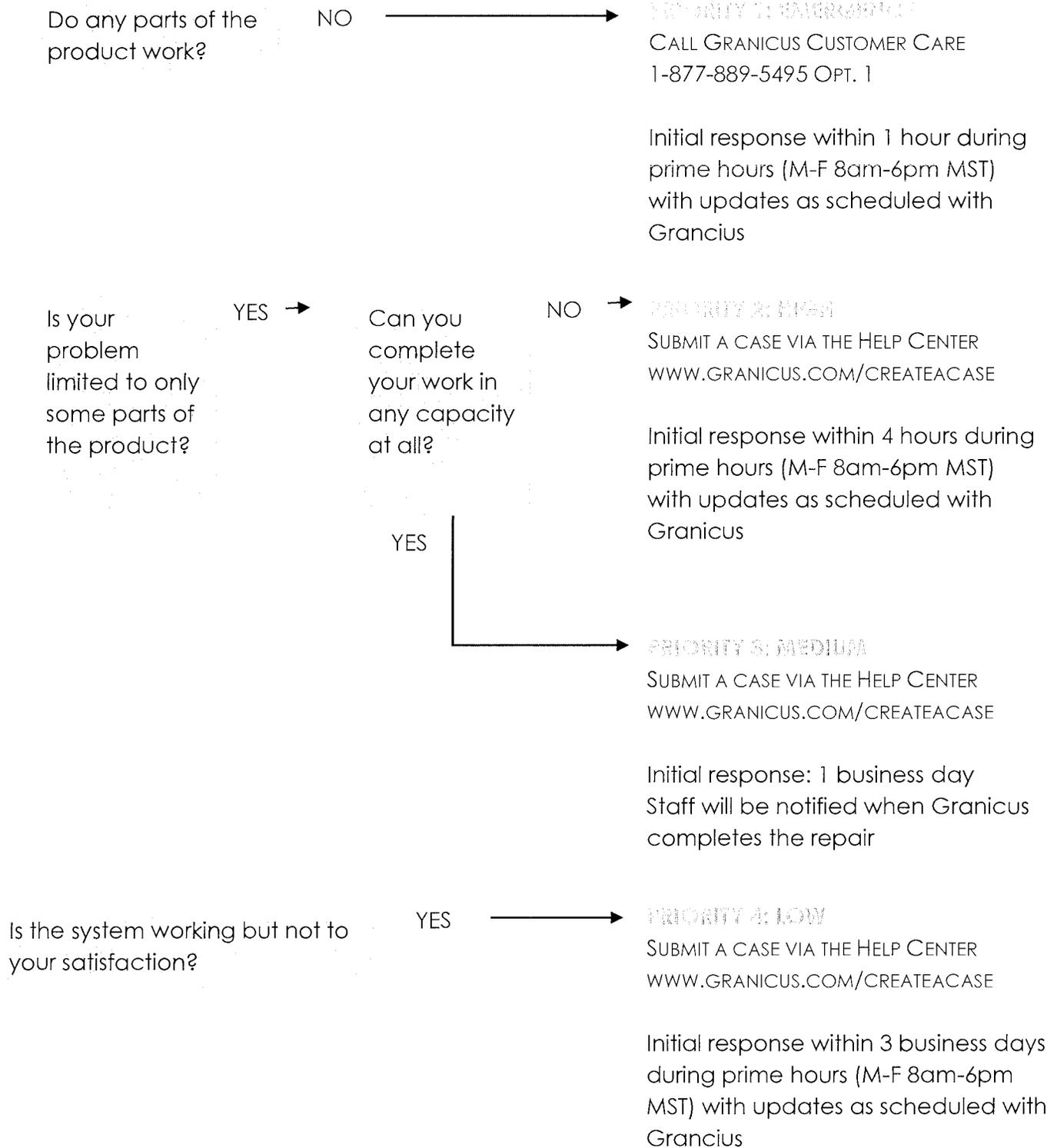
- File attachments won't upload
- Text is not rendering correctly

PRIORITY 4: LOW INITIAL RESPONSE: 3 BUSINESS DAYS

Limited business impact. Requests can be scheduled.

Examples:

- Programmatic change to back-end or front-end to improve efficiency
- Distribution of all patches and upgrade



SECURITY OVERVIEW

Data Center Security

Having a robust and secure data center implementation is a necessity, not an option. Granicus Data Centers are designed for reliability and redundancy. Our data centers are guided by a "defense-in-depth" security strategy to ensure reliable access of government data. With a 99.9% uptime, we are confident that customer data are always available.

Data Center Requirements

- Secure - SSAE-16 Accreditation
- Reliable Network
- Data Availability: 99.98% Uptime
- Redundant Backups

Granicus Server Locations

- Primary Data Center in Ashburn, VA
- Backup Data Center in San Francisco, CA

Architecture & Data Center Redundancy

The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and disruptions have no impact on the availability of Granicus applications.

Robust Security Layers

Granicus implements a series of protective layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security
- Edge-to-edge security, visibility, and carrier-class threat management and remediation. We utilize industry-leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets.
- Network issues: traffic and routing instability, equipment failures, or misconfigurations
- Hardened, stateful inspection firewall technology
- An Intrusion Detection System (IDS) utilizing signature-, protocol-, and anomaly-based inspection methods
- 24x7x365 firewall, VPN, and IDS support and maintenance
- Security policies and procedures that are constantly maintained, tested, and updated

A Security Incident Response team/SSAE-16 accreditation ensures all customer data is secure from any tampering.

Please list the equipment/services the City needs to provide.

The City has already purchased and configured equipment and services to support the Granicus solution.

The City expects any acquired software and hardware to be covered by a warranty.

All software and hardware warranties should provide for the operability of the system.

Describe what is included with the manufacturer's warranty.

The City will not need to purchase additional hardware or software, and will continue to use the Granicus solutions as it was implemented in 2011.

Provide an implementation schedule with milestones for each phase of project.

Huntington Park already utilizes the Granicus solution, and no additional implementation is necessary to continue to use the software.

All parts and materials required for the performance of the work shall be included in the fee for this scope of work and no additional compensation will be allowed.

Please see our Pricing schedule for detailed information

This section should establish Proposer's experience and experience of personnel that will properly perform the scope of work. Identify key personnel to be assigned and their experience (detailed).

Casey Golubieski, the City's dedicated Customer Success Consultant, will continue to be your primary point of contact at Granicus.

All qualified Proposers must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information supply the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.

Client Reference Los Angeles County
Main Contact Jeremy Gray, Assistant Executive Officer
Contact 213-974-1646, jgray@bos.lacounty.gov

Client Reference San Francisco, CA
Main Contact Jack Chin, General Manager
Contact 415-554-4109, jack.chin@sfgov.org

Client Reference Mammoth Lakes, CA
Main Contact Jamie Gray, Town Clerk
Contact (760) 934-8989 x3602, jgray@townofmammothlakes.ca.gov

The Granicus Platform: Technology Solutions

Granicus goes beyond any other provider to deliver complete end-to-end solutions that drive increased efficiency for your office, and better citizen awareness and engagement for your community. Our platform technology allows you to expand your Granicus solutions, providing a seamless experience for staff and citizens alike.

WEBCASTING

Granicus Video, Granicus Portable Encoder, Performance Accelerator

Give your citizens greater access to public meetings and records online. Stream meetings and events live, linking related documents to your video and providing advanced searching of archives. With unlimited cloud bandwidth and storage, as well as, local live and on-demand streaming, this solution also allows you to connect agenda data to tablet devices to review agendas and supporting documents, take notes and more.

Pricing

Product	Quantity (Metric)	Total Price
Government Transparency Suite	1	\$4,800.00
Granicus Encoding Appliance Software	1	\$1,200.00
Open Platform Suite	1	\$4,680.00
Total Annual Investment		\$10,680.00

GOVDELIVERY COMMUNICATIONS SUITE	DIGITAL SERVICES SUITE	MEETING AND AGENDA SUITE
-------------------------------------	------------------------	-----------------------------

**Subject to a 5% annual increase to account for growth in site size and traffic*

ATTACHMENT "C"



1035 S. Orem Blvd., Orem, UT 84058 | 801-341-1910 | info@primegov.com

September 28, 2017

To whom it may concern,

Prime Government Solutions is pleased to submit our proposal to provide a Live Web Streaming Service the City of Huntington Park. We have reviewed the requirements set forth in the RFP, and can meet or exceed each.

My name is David Adams, and I am the main contact for this proposal, and am authorized to enter into an agreement with the City of Huntington Park. I that certify that all information contained in this response is accurate and complete. This offer is valid for 90 days. Prime Government Solutions accepts the city's standard contract.

Sincerely,



David Adams, COO

**1035 S. Orem Blvd.
Orem, UT 84058
801-436-6414
david.adams@primegov.com**



Live Web Streaming Services

Prime Government Solutions

1035 S. Orem Blvd

Orem, UT 84058

David Adams, COO

Phone: 801-436-6414

Fax: 801-341-1910

Due: October 2, 2017

Table of Contents

Company History.....	3
Proposed Solution.....	4
Committee Manager:.....	4
Video Streaming.....	5
Public Portal.....	6
Hardware.....	6
Implementation.....	7
Training.....	8
System Administration Training:.....	8
User Training:.....	8
Instructional Methods:.....	9
Support.....	9
Upgrades.....	11
Key Staff and Resumes.....	11
References.....	13



Company History

Prime Government Solutions LLC was founded in 2014 after many years of work and experience in the government sector. Prior to 2014 we designed and implemented hundreds of agenda management, document management, and workflow solutions as employees of SIRE Technologies and Hyland Software. Over the years we have developed strong relationships and friendships with city/county staff throughout the US and Canada and developed a keen insight into what municipalities are trying to accomplish.

While working for Hyland Software our CEO, Richard Drew was a key stakeholder on the Government team. Richard was present in the meeting when the decision to stop development on the SIRE platform was made. It was his feeling that the decision was not in-line with what had been previously promised. He was very concerned about the customers he had worked with, and grown to care about, as he watched the level of service and commitment to their needs dwindle. While Richard loved working for Hyland and the somewhat lucrative career potential the company offered, it was then that he left Hyland and started Prime Government Solutions.

Originally the plan was to support SIRE customers building workflows, finishing partially completed implementations, and filling the gap left as SIRE employees moved on from Hyland. After only a short few months it became evident that there was not only a gap within the former SIRE customer base but the industry as a whole. The top three players in the legislative management space had undertaken huge changes, experienced disruptions in service, and many small to midsized municipalities were simply being left behind.

We started development of the PrimeGov Suite in February of 2015. The goal was to utilize the latest technology, strategic partners, and our decades of experience to bring the best possible products to market. Many of the solutions in the market were at the core based on outdated technology and software architecture. By using components widely used and supported in "commercial" web applications and social media, we have been able to rapidly build a collection of modules, including web-streaming, that have surpassed our original goal.

The PrimeGov suite was launched at the beginning of 2016 and includes the functionality we spent years developing, implementing and supporting as SIRE employees. Since that time, we have grown to seven employees, and have successfully installed our solution at several municipalities in the US and Canada. We are proud of our years of experience working side by side with municipal clerks and look forward to huge growth in the years to come.

Proposed Solution

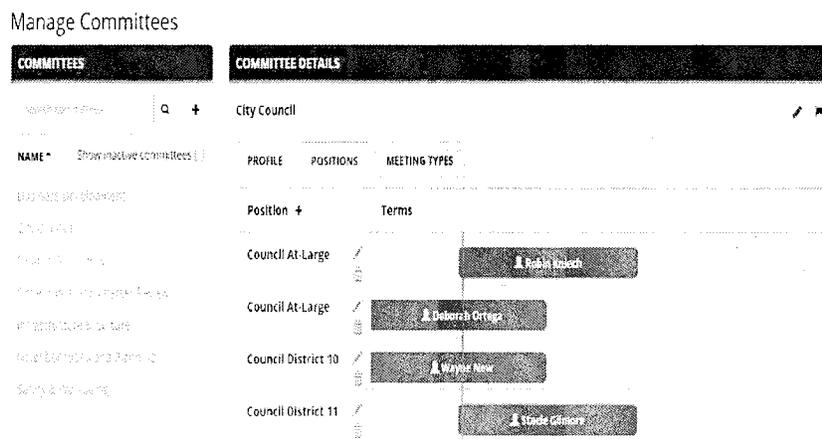
PrimeGov Agenda Management components provide unsurpassed features, flexibility, and security, while eliminating the hassle of dealing with multiple vendors and products to address all your needs. PrimeGov is a web-based hosted solution that is housed in the Microsoft Azure Cloud, and all data is housed at the Microsoft facilities located within the US. It has been built from the ground up with mobile first technology so that the system can be accessed on any device with a modern web browser. Our solution can be used to manage an unlimited number of users, meeting types, and data in a variety of languages. The modules included below will meet all of the needs of the City of Huntington Park for this project.

Committee Manager:

PrimeGov has integrated the management of boards and commissions as a core part of our solution. It isn't a separate module or an afterthought, it's built right in. Viewing, editing, and adding committees, members, or positions, has never been easier. In one succinct view, a user can take care of all committee tasks efficiently and effectively. As the need arises for further customization of committee member details the process is simple and intuitive. Quickly create initial and subsequent terms, and even split terms if a seat becomes vacant mid-term.

Create meetings customized to a committee's schedule. Specify the exact periodicity, time, and location. Once the meeting is scheduled the PrimeGov Committee Manager will keep committee members regularly informed about their upcoming meetings. Committee members have access to their schedule and meeting materials on their mobile device so that they are always informed wherever they go.

Integrating committee management as a core piece of the software allows an unlimited number of meeting types to be created for each committee. Each meeting type can have a variety of templates (Agenda, Minutes, Action Summary, Confidential etc.) that allows for maximum flexibility without duplicating data entry or administrative efforts.



Video Streaming

The Video/Audio recording is integrated into the live meeting module and allows the video to be easily started, items to be timestamped, and video to be embedded into the public portal and legislative history. All from within the same interface used for running the meeting. The live stream and on-demand video recordings are managed through YouTube’s powerful distribution platform.

A. OPENING CEREMONY:

1. Council Member James Rogers will conduct the formal meeting.
2. Pledge of Allegiance.
3. Welcome and Review of Standards of Conduct.

4. Council Meeting Minutes Approval
The Council will approve the meeting minutes of Tuesday, December 6, 2016, Work Session and Formal; and Tuesday, December 13, 2016 Work Session and Formal Meetings.

B. PUBLIC HEARINGS:

Continued public hearing note: Council policy allows individuals to speak once per public hearing topic, however written comments are always accepted. Individuals who did not speak to the issue at previous hearings may address the Council at the podium.

1. **Ordinance: 1975 Fortune Road Rezone - Thatcher Chemical**
The Council will accept public comment and consider an ordinance amending the zoning map pertaining to a parcel located at 1975 Fortune Road to rezone the parcel from M-1 Light Manufacturing District to M-2 Heavy Manufacturing District. The proposal would allow Thatcher Chemical to reconfigure and improve their loading dock facilities. Petitioner: Craig Thatcher, Petition No. PLNPCM2015-00128.

FYI – Project Timeline: (subject to change per Chair direction or Council discussion)
Briefing - Tuesday, December 6, 2016
Set Public Hearing Date - Tuesday, December 13, 2016
Hold hearing to accept public comment - Tuesday, January 3, 2017 at 7:00 p.m.
TENTATIVE Council Action - Tuesday, January 17, 2017

Staff Recommendation - Refer to motion sheet(s).

2. **Resolution: Airport Revenue Bonds (Series 2017A and 2017B)**
The Council will accept public comment regarding the issuance of the bonds, and the potential economic impact the capital



Close Video



Implementation

PrimeGov follows a project implementation methodology based on several years of experience, hundreds of implementations, and industry best practices. The project team uses the methodology to guide solution development and demonstrate well-ordered and measurable progress to our customers.

Initiation. Once contracts are finalized, the project is transitioned from the sales team to the implementation team. A project team is identified and initial planning activities begin. The project approach is confirmed and the Project Charter is drafted.

Discovery. The project team engages with customer subject matter experts to identify business process requirements and capture them in the Solution Requirements Document. The requirements are reviewed and revised to achieve mutual agreement and sign off.

Implementation. The Project Team presents a prototype of the solution. The solution environment is configured to fulfill the requirements. The Project Team confirms the solution is ready for customer testing.

Training and Testing. The Project Team conducts train-the-trainer sessions. The Customer conducts user acceptance testing. The Project Team supports the customer throughout the testing process.

Go-Live. During Go-Live, the Project Team confirms the Customer's organizational readiness and validates the solution in the production environment. The solution is deployed to end user workstations and the Project Team provides Go-Live support.

Project Close. The Project Team determines the disposition of any outstanding items. Support is transitioned to PrimeGov Technical Support. And the relationship is transitioned to the Sales Team.

Standard PrimeGov Implementation - High-Level Proposed Time Frames		
Week	Event Description	Approx. Time
0	Contract Signing	
1	Project Initiation	Contract Signing + 3 days
2	Initial Discovery	Contract Signing + 2 weeks
3	Installation and Training	Contract Signing + 3 Weeks
10	Project Review	Contract Signing + 4 Weeks

Training

PrimeGov's implementation includes comprehensive training courses and written documentation that will allow the agency's users to learn at their own pace. Our software is not only easy to install, but easy to use as well. As a result, training requirements are much less intrusive and time consuming when compared to other systems. PrimeGov provides on-site training at the city, and we can also provide additional training as requested, either on-site, online, or at our site in Orem Utah. There is no cost for initial training.

To ensure the proper training of PrimeGov users and administrators, we recommend adherence to the following guidelines:

- We recommend that at least two individuals be trained as Administrators.
- We recommend not more than two people per workstation during training classes to ensure adequate levels of hands-on experience for each participant.
- Class sizes for User courses are not to exceed 10 participants.
- Class sizes for Administrator courses are not to exceed 4 participants

System Administration Training:

We recommend that at least two individuals be trained on system administration. One would be the primary system administrator and the other would be the secondary or backup administrator.

Training really starts during the installation process. PrimeGov project team members frequently discuss and include system administrators so they become familiar with all aspects of the system. Then, a number of days of formal training take place.

The training will train participants on troubleshooting the software and provide answers for specific needs or questions.

User Training:

User training takes place after installation is complete. This is important whether the training is given onsite or online. Either onsite or online trainings utilize the newly installed system. Users can immediately begin using the software upon completion of the end-user training.

Instructional Methods:

Training is entirely hands-on. Up to two people sit at each workstation with a maximum enrollment of ten individuals (somewhat flexible). Our basic training model consists of these four parts:

- Explain – The instructor offers students an explanation of the concept and its possible applications
- Demonstrate – The instructor shows students exactly how to perform the operation or how the concept works
- Practice – The students practice the concept using the software
- Evaluate – The instructor and students review the concept and practice performance. This gives students a chance to ask questions and give input

Support

PrimeGov insists that customers always have access to staff and resources to ensure an outstanding customer experience. Access to all support resources, includes 24x7 support via phone, email and a searchable portal in addition to all maintenance and updates as part of the software subscription. Below are what we provide standard to our customers.



Figure 1: Support Contact Information

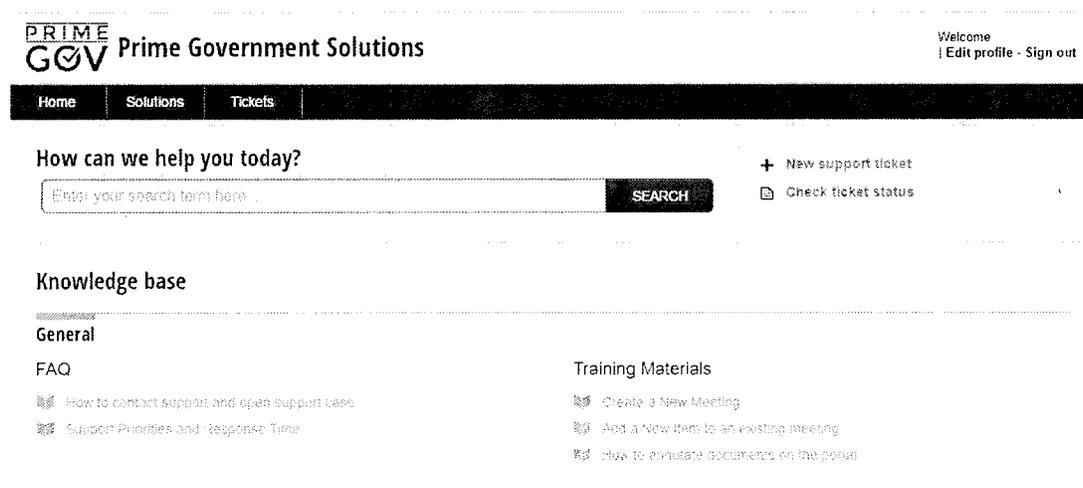
All support interactions are triaged to ensure the most efficient response. When necessary remote sessions are utilized to see exactly what the user is experiencing and provide instant feedback and data collection. Priorities and issue scoping are clear, and can be elevated upon customer request. We understand that transparency results in deadlines and live events and as such we respond as necessary to ensure customer success.

PRIORITY	SITUATION	RESPONSE
Urgent	Time Sensitive Deadline: - Live Meeting impact - Critical impact and service unavailable	1 Hour
High	Extremely Serious Difficulty: - No known alternate / workaround - Significant loss or degradation of service	8 Hours
Medium	Reasonable Difficulty / Inconvenience: - Available alternate / workaround - Service can continue in an impaired manner	24 Hours
Low	Minimum Impact: - Questions or issues with no impediment of service - Addressed by a scheduled release	48 Hours

Standard Support Policy and response times are shown and may vary based on individual customer contracts.

Figure 2: Triage and Response Grid

Organizations are entitled to unlimited access to the web portal for an unlimited number of users. The support portal provides instant on-demand access to self-guided interactive step-by-step tutorials, training materials, videos, FAQs, Update Notes, and a view into past and current tickets.



Support personal have controlled access to the cloud-based system and are enabled to quickly resolve issues and provide guidance to end users. Support staff use the cloud to reproduce issues and replicate environments for troubleshooting and resolution. In addition, customer systems and infrastructure are proactively monitored for potential issues.

Upgrades

Upgrades and bug fixes are provided as part of the annual hosting fee that is paid. Upgrades are made available several times throughout the year, and the city decides when they would like them deployed to their solution. Since the system is hosted PrimeGov employees will deploy all upgrades. Upgrades are generally done after normal business hours so that daily work is not interrupted.

Key Staff and Resumes

The staff that will be assigned to the project for the city if PrimeGov is selected has decades of experience in Web Streaming , and will provide an exceptional experience as the project is rolled out to the city.

Luis Martinez

- **Position with the Company:** VP, Customer Experience
- **Length of time with the Company:** 1 Year
- **Educational background:**
 - Coastline College – Certificates in Computer Support, Network Essentials, Cisco Networking Academy (CCNA) and A+ Desktop Technician.
 - Mt. San Jacinto College – AS Computer Information Systems
 - Mt. San Jacinto College – AA-T Political Science for Transfer
- **Role in the Project:** Project Manager/Lead, Installation, Configuration
- **Experience with the minimum requirements stated herein:** Luis has provided these same or similar services to government institutions throughout the globe. Luis's progressive experience has provided him with interactions at all levels (Executive Sponsors, Directors, Council Members, Managers, Engineers and non-technical staff, Clerks and other city staff) and stages of an engagement.
- **Work history on similar or like projects with other municipalities:** In 2016, Luis joined PrimeGov and brought his extensive experience providing similar implementation, consulting and specialized services on agenda management, legislative workflow, and general meeting services. Immediately prior to joining PrimeGov, Luis provided service and support leadership and management with industry vanguards Microsoft and GE. His

previous experience includes leading conversion, implementation and support teams while working for SIRE Technologies/Hyland software. Teams Luis has organized and led have been responsible for end to end management of new solutions including conversion work from legacy applications and day to day support for hundreds of municipalities of all sizes.

Richard Drew

- **Position with the Company:** CEO
- **Length of time with the Company:** 3 Years
- **Educational background:** US Army - 63B School, Advanced Technology Center – MCSD Certification
- **Role in the Project:** Installation, Configuration, and Support
- **Experience with the minimum requirements stated herein:** Richard has provided these same or similar services to over 100 municipalities throughout the US and Canada. Throughout these engagements has held the title of Project Manager, Implementation Team Lead, and Implementation Manager. Key responsibilities included implementing solutions, managing all implementation personnel, as well as coordinating and managing all aspect of project implementations. He worked closely with municipal clerks and technical staff to plan, coordinate, and schedule project resources.
- **Work history on similar or like projects with other municipalities:** Since starting PrimeGov in 2014 Richard has provided similar agenda, workflow, and meeting services for Osceola County, FL, Santa Barbara County, CA, Glendora, CA and Orem, UT, Salt Lake City, UT, Ottawa, ON, Seal Beach, CA, Salt Lake County, UT, Moab, UT, Newmarket, ON, Aurora, ON, and Sunnyside, WA. Prior to 2014 while working for SIRE Technologies/Hyland software Richard worked with more than 100 municipalities implementing and developing solutions.

References

Reference 1

City of Orem, UT

Contact: Pete Wolfley, Communications Manager

Phone Number: 801-229-7099

Email: pwolfley@orem.org

The City of Orem is utilizing the PrimeGov Legislative management suite for the creation of agendas and the streaming of both live and on demand video. They use the live meeting module to activate items and create jump points for the on-demand video.

Reference 2

Organization: Salt Lake City, UT

Contact: Priscilla Tuuao, Council Staff

Email: Priscilla.Tuuao@slcgov.com

Phone: 801-535-7611

Salt Lake City has implemented the entire PrimeGov solution. This includes Committee Manager, Automated Agenda, Meeting Management, Voting, Video, and the Public Portal for web-streaming. The council also uses their mobile devices to review and make notes on their copy of the agenda. The city has gone a step further with the Boards and Commissions portion of the solution and use it to allow constituents to apply for a board position online.

(<http://slcgov.com/bc>)

Reference 3:

Aurora, ON

City Contact: Samantha Yew, Deputy Clerk

Phone: 905-727-3123 ext. 4224

Email: syew@aurora.ca

Aurora is using the complete agenda management suite at the city to manage their meetings. This includes creating the agendas, packets, and minutes. All their information is published to the city website where constituents can see the documentation as well as the video streaming of various meetings.



Live Web Streaming Services Cost Proposal

Prime Government Solutions

1035 S. Orem Blvd

Orem, UT 84058

David Adams, COO

Phone: 801-436-6414

Fax: 801-341-1910

Due: October 2, 2017



One of the founding principles behind PrimeGov is simplicity. We understand the city needs to operate within a relatively fixed budget. To accomplish this simplicity from a pricing perspective we provide an all-inclusive flat fee. The pricing outlined below includes all expenses necessary to successfully implement the proposed solution in our (Azure) hosted environment.

You will notice that there is no cost associated with implementing the solution. The majority of installation and configuration will be conducted at our location. One onsite trip for installation and training is included at no cost.

We look forward to growing and partnering with the city for a long time to come. Please see the price breakdown below for details on our fixed cost pricing.

Note: Cameras, microphones, etc. are the responsibility of the city to provide.

Hosted Pricing Breakdown Year 1:

Description	One Time Costs	Monthly Fee	3 Year Total
Hosted PrimeGov Agenda Web Streaming		\$700.00	\$8,400.00
Installation		\$0.00	\$0.00
Configuration		\$0.00	\$0.00
Implementation/Testing		\$0.00	\$0.00
Training		\$0.00	\$0.00
Travel		\$0.00	\$0.00
Matrox Audio/Video Encoder (Optional)	\$1,995.00	\$0.00	\$1,995.00
Total Yearly Hosting Fee			\$10,395.00

Hosted Pricing Breakdown Years 2+:

Description	One Time Costs	Monthly Fee	Annual Total
Hosted PrimeGov Agenda Web Streaming		\$700.00	\$8,400.00
Total Yearly Hosting Fee			\$8,400.00



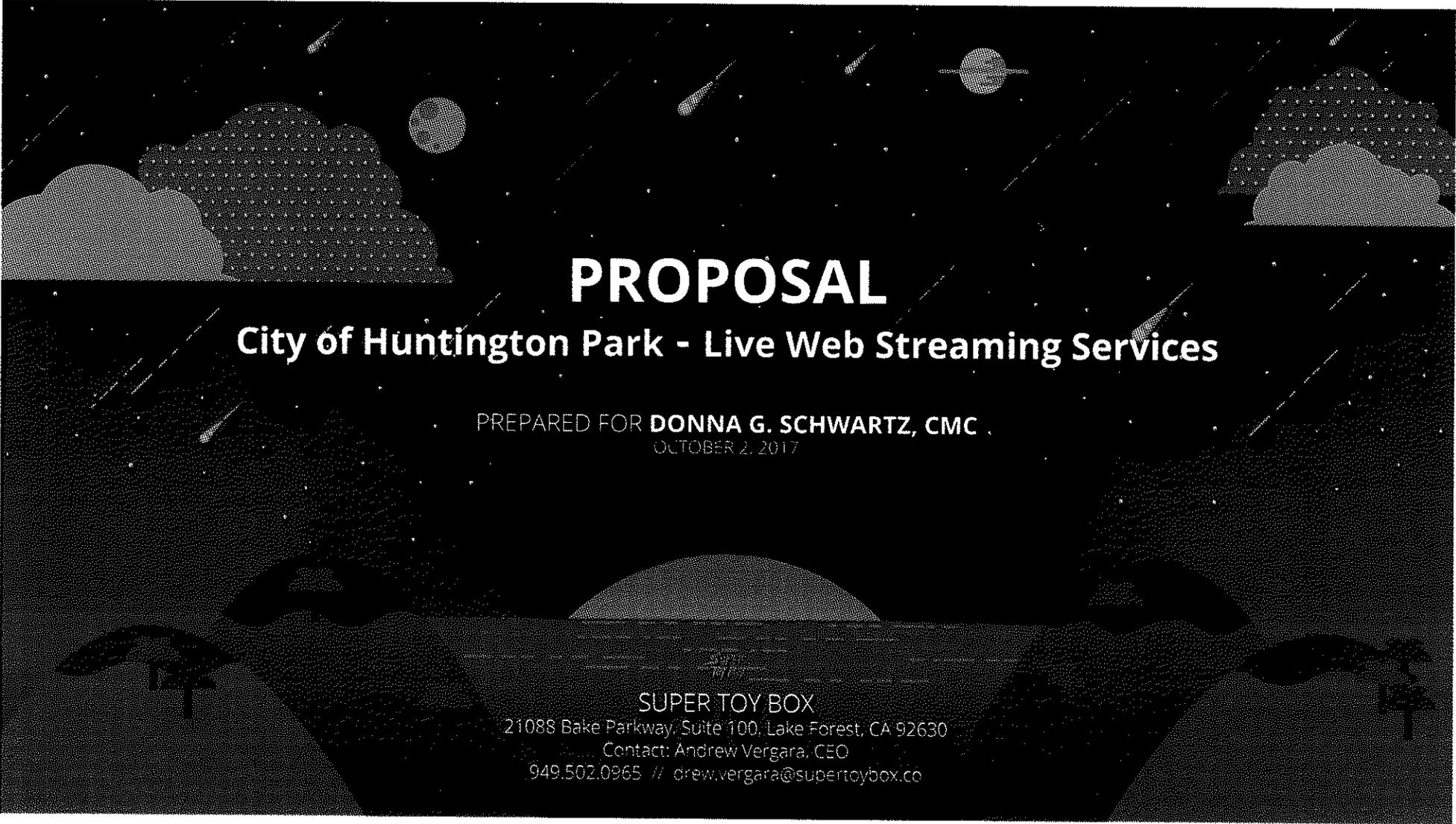
Optional Features:

If the city is interested in upgrading to the full agenda management solution the additional cost would be \$900.00 per month. This includes the modules listed below. As with the web-streaming there is no additional cost for implementation or maintenance and support.

- Automated Agenda
- Electronic Forms
- Workflow
- Minutes
- Electronic Voting
- Viewer and Annotations
- API

Description	One Time Costs	Monthly Fee	Annual Total
Hosted PrimeGov Agenda Management Solution.		\$900.00	\$10,800.00
Total Yearly Hosting Fee			\$10,800.00

ATTACHMENT "C"



PROPOSAL

City of Huntington Park - Live Web Streaming Services

PREPARED FOR **DONNA G. SCHWARTZ, CMC**
OCTOBER 2, 2017

SUPER TOY BOX

21088 Bake Parkway, Suite 100, Lake Forest, CA 92630

Contact: Andrew Vergara, CEO

949.502.0965 // drew.vergara@supertoybox.co



TABLE OF CONTENTS

Table of Contents	Page 1
Cover Letter	Page 2
Company Profile	Pages 3 - 4
Our Studio	Page 3
Prior Experience	Page 4
Project Work Plan	Pages 5 - 9
Software + Hardware / Potential Performance Impact	Page 5
Support + Maintenance / Support Services	Page 6
Services Provided by The City / Software Warranty	Page 7
Implementation Schedule	Pages 8 - 9
Fee Schedule	Page 10 - 11
Project Team + Staff	Page 12 - 16
References	Page 17
Exhibit C - Signed	Page 18



Office of the City Clerk
City of Huntington Park
Attn: Donna G. Schwartz, CMC
6550 Miles Avenue
Huntington Park, CA 90255

September 25, 2017

SUBJECT: Proposal for The City of Huntington Park Live Web Streaming Services

Super Toy Box (STB) is committed to a partnership with the City of Huntington Park ("the City") and all stakeholders to produce and live-stream its public meetings. Our team of innovative and technology-driven developers are ready to apply past and present experience on similar projects to exceed your expectations for this project. Our firm has provided many notable clients in the entertainment and racing industries with live-streaming services for various high-profile events including red-carpet award shows and Grand Prix races, to name a few. Therefore, the City can rest assured knowing that our studio has the experience and know-how to get the job done.

We have proposed an extensive and experienced team led by myself, Drew Vergara, CEO and Creative Director; Wes Hayashi, CTO and Technology Director; and Leah Arnold-Smeets as the Project Manager. Our team also includes a talented group of developers and designers who are committed to the excellence of our work. Our team has worked together on similar projects of parallel scope with great success, so I am more than confident that we can and will do the same for the City of Huntington Park.

We understand the importance of having a firm on board that has a clear understanding of the project and scope. Therefore, we have reviewed the RFP thoroughly and accept all the conditions outlined in the document, including, but not limited to, all the conditions reflected in the Sample Contract Services Agreement. Additionally, I'd like to acknowledge that this submittal is valid for ninety (90) days from the date listed on this Cover Letter.

We are excited for the opportunity and look forward to working with the City of Huntington Park on this exciting project.

I, Andrew Vergara, will act as the Principal-In-Charge for this contract and the individual responsible for entering Super Toy Box into agreement with the City of Huntington Park. If you have any questions, please feel free to contact me at any time at (949) 502-0965 or by email at drew.vergara@supertoybox.co. We cannot wait to become your firm of choice on this project!

Thank you,

Andrew Vergara, CEO



COMPANY PROFILE

Company Name: Super Toy Box, LLC

Email: info@supertoybox.co

Address: 21088 Bake Parkway, Suite #100, Lake Forest, CA 92630

OUR STUDIO

Super Toy Box is a registered LLC in the state of California. The company was established in 2013 by three long-term friends who shared the same dream of starting a company that brought imaginative and innovative ideas to life, digitally. Fast forward to today, those three partners have grown Super Toy Box into a full-service digital production studio that designs and develops large- and small-scale digital interactive experiences and applications for diverse clientele around the globe. These projects range from intricate websites, mobile/tablet applications, larger-than-humanscale installations, virtual and augmented reality experiences, and 360° live-streaming services for several Fortune 500 companies.



COMPANY PROFILE, cont.

PRIOR EXPERIENCE

Within the last two years, Super Toy Box was presented the exciting opportunity to provide live-streaming services on the “Magenta carpet” (T-Mobile’s version of a “red carpet”) at the 2017 Premios Lo Nuestro (PLN) Awards. The live-stream footage was distributed and viewable on multiple social media platforms such as Facebook and Periscope. Super Toy Box was responsible for the equipment and services to film, edit, and broadcast high-quality live and pre-recorded 360° video for the various events at the PLN Awards.

More recently, Super Toy Box was invited to live stream the 2017 Lamborghini Super Trofeo races from the perspective of Lamborghini driver Todd Snyder. We used our 360° LIVE service to live stream each of the races in 4K 360° video. With our live stream, we performed a multi-cast to Facebook, YouTube, and the driver’s website simultaneously.

No matter the size of the project or company, Super Toy Box has continuously delivered high-quality, polished projects on time and within budget, thanks to our dedicated and talented staff of designers, developers, and project managers. We have every intention to uphold the same high standards for the City of Huntington Park’s project and exceed the City’s expectations with the implementation of live-streaming services.





PROJECT WORK PLAN

SOFTWARE + HARDWARE

Super Toy Box will provide a suite of services to allow live streaming onto the web. We recommend the use of our own live streaming service called 360° Live. With 360° Live, the City can live stream to Facebook, YouTube, Periscope, and a web embed simultaneously. By utilizing our own 360° Live service, live streaming will run through a simple web interface. Our 360° Live product uses Amazon Web Services (AWS) as a backbone for distributing and broadcasting the stream out to viewers. However, 360° Live completely manages any usage of AWS.

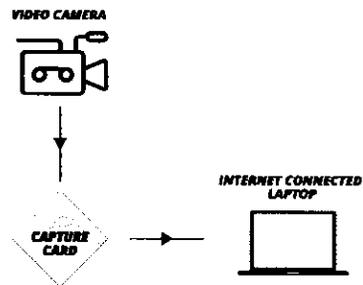
360° Live will need to be supplemented with the suggested hardware outlined in the table below. As a Super Toy Box product, 360° Live is constantly maintained and supported by Super Toy Box engineers. For training, we provide thorough documentation as well as on-site training and support if the budget will allow.

With 360° Live, the City of Huntington Park can rest assured that its residents can view the live stream in a most convenient manner on a platform of their choice, whether it is through Facebook, YouTube, Periscope or web, the live stream. What's more, the effects to the City's system are minimal and the interface is simple and very intuitive -- just an embed of the 360° Live video player into the City's website or a set of links is all that is needed.

Suggested Hardware	Warranty Information
Camera Canon VIXIA HF R800	https://www.usa.canon.com/internet/portal/us/home/support/details/cam-corders/consumer/vixia/vixia-hf-r800?tab=warranty
Elgato HD Video Capture Card	https://www.elgato.com/en/terms-use-privacy-statement
Inspiron 5000 Gaming Computer	One (1) Year Premium Support: Onsite Service-Retail + any third-party extended warranty purchased from retailer.
25 ft. HDMI Cables	(Dependent upon which HDMI cable the City purchases)
Camcorder Tripod	(Dependent upon which HDMI cable the City purchases)

NOTE: A cost breakdown of the suggested hardware is outline in the Fee Schedule on Page 12 of this Proposal.

SIMPLE HARDWARE SETUP





PROJECT WORK PLAN, cont.

POTENTIAL PERFORMANCE IMPACT

There would be very minimal impact to the City's existing computing environment. By using Super Toy Box' 360° Live service, a simple web video embed is the only thing required. All live-streaming computing performance is handled on Super Toy Box' computing environment and not the City's.

SUPPORT + MAINTENANCE

Technical support and maintenance of the live streaming capability are provided. Support services include resolution of integration issues, resolution of video player issues, camera issues, and streaming issues. Maintenance services include consistently tested and validated updates and upgrades to the live-streaming service. Super Toy Box constantly improves live streaming performance and resolution to keep up with modern requirements. Super Toy Box also provides setup and integration support with camera and software.

SUPPORT SERVICES

Super Toy Box can provide full support services. Web-based support consists of email and online chat. Response time can be expected within 24 hours. Telephone support is provided from the hours of 8AM - 8PM PST. A representative will be reached and, if necessary, the telephone support will get escalated to an engineer. "Live" support is provided on an "as requested" basis from the City. "Live" support includes a Super Toy Box engineer on-site. The engineer can help with any software or hardware issues.



PROJECT WORK PLAN, cont.

EQUIPMENT/SERVICES PROVIDED BY THE CITY

The City will need to provide:

- Camera(s) with RTMP capability or camera(s) with live output capability
- HDMI cables
- Camera(s) stand or mount
- Laptop or desktop
- Data migration issues

For initial integration, Super Toy Box requests that the City's IT team is available for questions and training.

SOFTWARE WARRANTY

Software warranty is provided by Super Toy Box for the duration of the engagement. Hardware warranty is dependant on the purchased camera(s) manufacturer. Super Toy Box holds no warranty for any City-purchased hardware and/or equipment.



PROJECT WORK PLAN, cont.

IMPLEMENTATION SCHEDULE

Below is a breakdown of the phases of the project and an estimated date for completion for each.

PHASE TITLE	ESTIMATED TIMING	WEEK 1	WEEK 2	WEEK 3	WEEK 4+
Project Planning + Resourcing	1 week	█			
Live Stream Integration	2 weeks		█	█	
City Staff Training	1 week			█	
Testing	1 week			█	
Live	Ongoing				█



PROJECT WORK PLAN, cont.

IMPLEMENTATION, cont.

The end of each phase will be considered the last Friday of the ending week of the phase.

- **Project Planning & Resourcing:** This consists of project planning to make sure all equipment, licenses, timelines, proper personnel, scheduling and check-ins are ensured.
- **Live Stream Integration:** In this phase, STB will be integrating the live-stream service into the City's current system. STB will coordinate with the City's IT team for a successful integration. STB will provide the necessary tools and plugins for City's IT team and will integrate into required destinations.
- **City Staff Training:** STB will provide documentation on how Live Streaming works and how to run it and receive the required copies. STB will also train on-site any personnel required or requested by the City of Huntington Park.
- **Testing:** STB in collaboration with the City will test live streaming before the go-live date for thorough quality assurance.
- **Live:** Once a live date has been approved. STB will transition into a maintenance and support role. The City will have the necessary integration, equipment, tools and support to run a live stream on-demand.



FEE SCHEDULE

DESCRIPTION OF SERVICE	RECURRING COST	QTY (HOURS)	UNIT PRICE	TAX	AMOUNT
Project Management	No	40	\$54	Tax Exempt	\$2,160
Technical Implementation	No	160	\$96	Tax Exempt	\$15,360
QA (Testing)	No	40	\$30	Tax Exempt	\$1,200
Training	No	20	\$100	Tax Exempt	\$2,000
50-hours Monthly Live Streaming Service (monthly recurring cost) Maintenance & Support included	Yes	--	\$1,200	Tax Exempt	\$14,400* (1-year estimate)
Subtotal (1st year of service)					\$35,120

DESCRIPTION OF SERVICE	RECURRING COST	QTY (MONTHS)	UNIT PRICE	TAX	AMOUNT
50-hours Monthly Live Streaming Service (monthly recurring cost) Maintenance & Support included	Yes	12	\$1,200	Tax Exempt	\$14,400* (1-year estimate)
Subtotal (AFTER 1st year of service)					\$14,400

*All upgrade, maintenance, and license fees are included in the monthly Live Streaming Service cost.



FEE SCHEDULE, cont.

DESCRIPTION OF HARDWARE	RECURRING COST	QTY	UNIT PRICE	TAX	AMOUNT
Camera Canon VIXIA R800	No	1	\$249.99	9.25%	\$249.99
Elgato HD Video Capture Card	No	1	\$99.99	9.25%	\$99.99
Inspiron 5000 Gaming Computer	No	1	\$849.99	9.25%	\$849.99
25 ft. HDMI Cables	No	2	\$21.00	9.25%	\$42.00
Camcorder Tripod	No	1	\$60.00	9.25%	\$60.00
Subtotal					\$1,301.97
Tax				\$120.43	
Total					\$1,422.40

FEE SUMMARY	TOTAL
Technical Services + Training + 1st Year Live Streaming Service	\$35,120
Hardware Costs	\$1,422.40
TOTAL	\$36,542.40
Recurring cost after the first year: 50-hours Monthly Live Streaming Service (maintenance & support included)	\$14,400/year*

*All upgrade, maintenance, and license fees are included in the monthly Live Streaming Service cost.



PROJECT TEAM + STAFF

KEY PERSONNEL + THE TEAM

At the helm of Super Toy Box are the three original owners: Andrew Vergara (CEO), Kari Nishimura (COO), and Wesley Hayashi (CTO). Our staff is a tight-knit little dream team of multitalented, perpetually curious, inventive, cheerful bunch who do what we love and love what we do -- and our work is reflective of that.

We pride ourselves in doing big things with a small (but mighty) crew -- ten, to be exact. Our core staff consists of a talented and team-oriented group of designers, developers, and project managers, who do what it takes to ensure that each project is planned, executed, and delivered on time and within budget.

Now, let's meet the team that will be working on the project.



KARI NISHIMURA, COO & DESIGN DIRECTOR

Kari is one of the three founders of Super Toy Box and wears many-a-hats at the company. Not only is she the Chief Operations Officer, but she also heads the creative departments as Creative Director. She obtained her Bachelor of Arts in Studio Art from the University of California, Irvine in 2008 and, since graduation, has acquired extensive experience as a designer. See for yourself below.

ONE FIVE DESIGN: Freelance Designer (June 2004 to Present)

- Logo design, web assets design, marketing collateral, graphics for apparel.

PACIFIC WORLD CORPORATION: Consulting Graphic Designer (Contract) (November 2014 to February 2015)

- Packaging for select products for personal care brand, Trim[®]; Packaging and product concept and design for select nail care brands: Sensationail[®], Fingr's[®], and Nailene[®], print ads and other print assets, and digital assets for web.

DR. FRESH (REACH, FIREFLY, BINACA): Consulting Graphic Designer (June 2013 to November 2014)

- Oversee product and packaging design and revisions, work with brand licensors from Sanrio, Rovio, Marvel, Paul Frank, Mattel, and Disney, work directly with vendors and industrial designers for product and packaging development, project lead for proposals to Star Wars licensing, and packaging lead for Star Wars licensed products.

INCIPIO TECHNOLOGIES, INC: Art Director / Designer (March 2010 to September 2012)

- Oversee initial product design and all revisions, work with Operations Manager in materials research, and direct designs, production, and quality of all print and web.

INCIPIO TECHNOLOGIES, INC: Lead Designer (January 2009 to March 2010)

- Responsible for initial integrity of product designs, aid in materials research, aid in color research, responsible for all packaging design, and responsible for all printed advertising.

RUNNING CREEK PRODUCTIONS, LLC: Storyboard Artist (September 2009 to January 2010)

- Scene-by-scene illustration & camera instruction for short films and trailers,

INCIPIO TECHNOLOGIES, INC: Graphic Designer/Production Artist (August 2008 to January 2009)

- Responsible for production of web assets, design print ads and marketing materials, revise production design documents, design packaging concepts, and product & lifestyle photography.



ANDREW VERGARA, CEO & CREATIVE DIRECTOR

Andrew is one of the three founders of Super Toy Box and leads the pack as Chief Executive Officer. He's a rare breed of developer known as a "unicorn" in the industry, thanks to his ability to act as a designer as well. Andrew has a Bachelor of Science in Applied Mathematics from the University of California, Irvine which he obtained in 2008 and a Design Communication Arts from the University of California, Los Angeles in 2012. Below is a snapshot of his impressive run as a designer/developer before founding Super Toy Box.

ENVOY: Senior Product Designer (January 2014 to November 2014)

- Help shape and mold the experience of multiple Envoy products, sketching, designing, animating, prototyping elegant interfaces and interactions.

PLAYSTATION NOW, A SONY COMPUTER ENTERTAINMENT COMPANY: Senior User Interface Product Developer (February 2013 to January 2014)

- Develop, design, and prototype user experiences and user interfaces to be used on the PS3, PS4, and hand-held devices.

JUXT INTERACTIVE: Interactive Developer (January 2011 to February 2013)

- Design and develop ground-breaking, cross-platform solutions to meet the ever-increasing demands of the marketplace and digital culture. Clients include Honda, Toyota, Lexus, Sprite, Cisco, and Clear Channel.

72ANDSUNNY: Front-End Digital Developer (August 2009 to January 2011)

- Develop and design numerous websites, microsites and iPhone applications for high profile and globally recognized clients such as Carl's Jr./Hardee's Restaurants, Hewlett-Packard, 2K Sports, Bugaboo, PACSUN, Surfrider Foundation, and K-Swiss.

DRAWLOOP TECHNOLOGIES: Technical Analyst (May 2008 to August 2009)

- Designed, developed, implemented, and maintained the Content Management System for the Drawloop Corporate Website, designed UI components for use with the Drawloop web application site, developed an online video library system and participated in strategic development of new products and services.



WESLEY HAYASHI, CTO & TECHNICAL DIRECTOR

Wesley is one of the three founders of Super Toy Box and is the company's Chief Technology Officer. He's responsible for all of the "behind-the-scenes" science that keeps our tech and R&D teams running efficiently and smoothly. Wesley obtained his Bachelor of Science in Computer Science from the University of California, Irvine in 2008, and has since worked his way up from web developer to software engineer to CTO over the years.

NBCUNIVERSAL: Software Engineer (April 2011 to Present)

- Lead Backend Java engineer for entertainment news applications dealing with high volume of load and visibility
- Developed content publishing solutions for operations teams and editors
- Participated in Engineering efforts to move infrastructure and applications to the AWS cloud
- Helped lead team efforts to move towards Continuous Integration and Deployment

UPNET: Software Engineer (June 2008 to April 2011)

- Lead software engineer for B2B E-commerce service platform
- Applications included order management tools, logistics networking, purchase order entry, shipment tracking, product catalogue management, and order invoicing.

UNIVERSITY OF CALIFORNIA, IRVINE: Software Engineer (Jan 2005 to June 2008)

- Developed website to promote the UCI Student Center Building and Events
- Built a job application form for potential employees



LEAH ARNOLD-SMEETS, PROJECT MANAGER / PRODUCER

Leah is our seasoned Project Manager / Producer who runs a tight ship when it comes to project management. She has extensive experience managing projects of varying magnitudes and from varying industries, which enables her to understand the unique needs of a given client/project so that she can adapt the project's schedule, procedures, and communication accordingly. Leah has a degree in Business Administration with an emphasis in Entrepreneurial Studies from the University of Southern California that she obtained in 2005. Her exciting professional career took her halfway across the world to Dubai, UAE where she managed multi-million dollar development projects that involved liaising with the royal families of the Emirates. Read on to learn more about what Leah's done and where she's been in her career.

EMIKO CONSULTING: Owner / Freelance Consultant (November 2011 - Present)

- Create appealing, rich content for businesses: blogs, white papers, infographics, ebooks.

ALMEX USA, INC.: Marketing and Project Manager (February 2014 to December 2014)

- Work with senior managers and strategists to formulate, support, and execute client-solution strategies and tactics, collaborate with a variety of internal teams and business groups including technical mechanical and electrical engineering departments, and responsible for measuring investments through the use of analytics and understanding of effectiveness drivers.

FITLOSOPHY: Director of Everything Else (December 2010 to November 2011)

- Develop custom project tracking spreadsheets & manage individual and company-wide projects, manage daily operations and create new standard operating procedures, handle production runs, product tracking, and procurement, produce and present analysis on various product lines, suggest options to improve business segments, and create presentation material for new & existing clients, manage & prepare budgets, forecasts, and financials for short- and long-term planning, and coordinate & manage overseas production.

NATIONWIDE SUPPORT SERVICES: Projects Department Manager (March 2009 to January 2011)

- Develop and maintain various project schedules, identify and track milestones, and identify and manage cross functional dependencies, create, implement, and manage new standard operating procedures for various departments, improving efficiencies company-wide, form, motivate, and lead high-performance cross functional teams, warranting efficient time management and project efficiencies, and create and manage project budgets, analyzing project profitability, revenue, margins, bill rates and utilization

ASHAI DESIGN CORPORATION INTERNATIONAL: Operations Manager & Client Relations Manager (October 2007 to November 2008)

- Managed 45+ employees including architects, accountants, interior designers, and office administrators, supervising the entire staff and operations in our Dubai office, conducted financial analysis for projects, compiling financial statements, computing profit and loss, managing costs and expenses, and conducting market research for our various projects, headed the Human Resources Department: hiring & terminating employees; maintained HR policies & procedures; implemented new procedures to reduce liability and improve operations; developed the HR Manual for the Dubai office, implementing UAE & US labor laws into operating procedures; maintained employee files; and responsible for all operations within the office.



REFERENCES

Client: Conill Advertising // 360° Live-streaming services
Contact: Bryan Montoya, Integrated Producer
T: 786-365-3437 // E: Bryan.Montoya@conill.com
2101 Rosecrans Ave, 2nd Floor, El Segundo, CA 90245

Client: Lamborghini Super Trofeo // 360° Live-streaming services
Contact: Todd Snyder, Lamborghini Driver
T: 310-721-2363 // doc@tcsdental.com
25500 Rancho Niguel Rd #230, Laguna Niguel, CA 92677

Client: EWI Worldwide // Interactive web + mobile applications
Contact: Krystle Minette, Director of Digital Production
19531 Pauling, Foothill Ranch, CA 92610
T: 562-553-2002 // E: kminette@ewiworldwide.com

EXHIBIT "C"

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

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

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

Name: Andrew Vergara

Title: Creative Director + CEO

Signature: 

Date: September 26, 2017

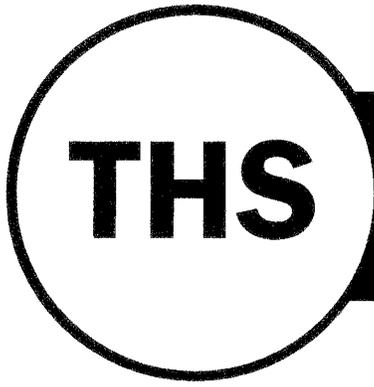
Firm Name: Super Toy Box, LLC.

END OF DOCUMENT



This estimate does not constitute a commitment by us to perform services for that amount or an obligation by you to pay that amount. The fees and expenses required ultimately are a function of many conditions over which we may have little or no control and may be more or less than any estimate. You will be responsible for the actual fees and expenses on the basis set forth in this document.

ATTACHMENT "C"



CONTACT

Eric Spenlinhauer
CEO
8 Ospery Lane
York, ME 03909
207-752-3402
erics@townhallstreams.com
townhallstreams.com

CITY OF HUNTINGTON PARK

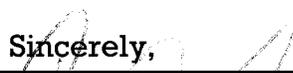
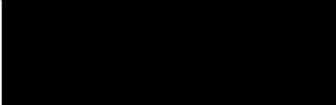
OFFICE OF THE CITY CLERK •
6550 MILES AVENUE •
HUNTINGTON PARK, CALIFORNIA 90255

9-26-2017

City of Huntington Park,

Town Hall Streams, is happy to submit this proposal for the bid titled "Live Web Streaming Services for the city of Huntington Park". Our proposal outline within is valid for 90 days and has been submitted by our company's CEO, Eric Spenlinhauer. Town Hall Streams accepts the City's standard contract as outline in the request for proposal.

Sincerely,

Eric Spenlinhauer
CEO
Town Hall Streams

TECHNICAL RESPONSE

Town Hall Streams was established in 2009, and remains a partnership LLC, with headquarters in York, Maine. We specialize in the live streaming and on demand playback of municipalities. All we do is service municipalities so that everything we develop is developed for your market. We have more features at less cost with the easiest user interface available.

Town Hall Streams is a cloud based platform allowing the city to work from any web based device with our easy to use interface. Once all the hardware is set up initially, scheduling a live meeting takes about 30 seconds, from there our automated system will live stream the event, and once finished will be available for on demand viewing within seconds. We will supply the City with a video encoder that will get an audio and video signal, and ideally will have a hardwired connection to the internet, although a wireless connection can be handle, it is not ideal and could result in performance issues. Once installed and configured all that needs to be done is web based meeting scheduling.

We can set the video bitrate to a level that will have minimal impact on the City's existing network. Because we will be streaming from our streaming server offsite the number of viewers will have no impact on the local network. We normally set the video bitrate around 700k/second, but can go lower or higher as needed.

We have telephone and email support available to the city.

The city will have the contact information for the appropriate support staff. Support staff has the ability to do web based support on the encoder as well as complete software support.

The city is supplying the audio and video signal, and a hardwired internet connection to the encoder. The City will install the supplied encoder.

All hardware and software supplied by Town Hall Streams comes with a lifetime warranty for as long as we are under contract.

The implementation schedule will be less than 1 day plus any shipping times needed for shipping the encoder out to the city.

The City will get a landing page where all Upcoming, Live and past events will be listed and 1 click accessible. Town Hall Streams also has an advanced API that will allow for development and integration into the City's website, although we find that all towns utilize our landing page because of its ease of use.

FEE SCHEDULE

System Design & Implementation.....	\$0.00
Software.....	\$0.00
Hardware.....	\$0.00
Support & Maintenance.....	\$0.00
Training.....	\$0.00
Unlimited live Streaming.....	\$275.00/month
5 Years on demand playback storage.....	\$0.00
Facebook Live Optional.....	\$25.00/month
Indexing live or ondemand.....	\$0.00
Password protection.....	\$0.00
Live Closed Captioning (optional).....	\$150.00/hour
Upload minutes and agenda.....	\$0.00
Stats.....	\$0.00
Digital Download.....	\$0.00
DVD copies (optional).....	\$10.00

All equipment is supplied by Town Hall Streams, and warrantied for the life of the contract, if the hardware needs to be upgraded it will be covered by Town Hall Streams, all we ask is that the current equipment be shipped back or disposed of properly.

Town Hall Streams believes that getting DVD delivered is an outdate means of distribution, we would suggest that a digital file is a more economical and space saving solution. We can deliver DVD's if that is required.

STAFFING

The city will be working with Eric Spenlinhauer, CEO and founder of the Town Hall Streams. I started the company in 2009. The city will also have Matt Young, CTO and head developer for Town Hall Streams since 2012 as back up.

REFERENCES

Rock Hall Maryland
Customer since March 2016
Brian Jones, Mayor
Office (410) 639-7611 Ext 102
brjones@rockhallmd.gov

Wells, Maine
Customer since March 2015
Jon Carter, Town Manager
Office (207) 646-5113 Ext 301
jcarter@wellstown.org

Town of Bucksport, Maine
Customer since May 2016
Chris Grindle, Information Technology Coordinator
Office (207) 949-7500
chris.grindle@bucksportmaine.gov

"Town Hall Streams' solution has provided both the general public as well as our staff a simple yet robust and reliable product that has saved both IT and administrative staff countless hours of valuable time. That peace of mind, coupled with a cost savings that we can pass on to our taxpayers, is a municipal IT manager's dream come true."

-Dana York ME

"Town Hall Streams has enabled us to offer live streaming and video on demand playback of town meetings to our citizens without a large investment in money or training. It has become an indispensable tool for our employees and a much appreciated convenience by our citizens. I would highly recommend it for any town that is currently cablecasting its town meetings."

-Andy, Exeter NH

"We have been a client of Town Hall Streams for the past year and are blown away by its ease of use, the quality of the stream and its reliability. Town Hall Streams is always there to answer a question or help us with innovative ideas. I'm a technical kind of guy with a broadcast TV background and had high expectations when we chose Town Hall Streams. They certainly delivered!"

-Andrew, Augusta, ME

ATTACHMENT "C"



September 29, 2017

Office of the City Clerk
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

RE: Request for Proposal Titled: Live Web Streaming Services

To Whom It May Concern:

On behalf of Worktank Enterprises, L.L.C., I am pleased to have the opportunity to respond to the City of Huntington Park's RFP, titled "Live Web Streaming Services." We hope to develop a longstanding partnership with the City of Huntington Park.

Founded in 2001 as a video production company, Worktank quickly expanded into the virtual event space. We've run more than 20,000 virtual events over 13 years supported by 15 senior-level employees, helping our clients reach hundreds of thousands of people online. Some of Worktank's clients include: Autodesk, Align Technology, Broadsoft, CalPERS, Deloitte, Fluke, Microsoft, PATH, Point B, Port of Tacoma, Northwest Seaport Alliance, and Tektronix. Webcasts, webinars, online video broadcasts, multi-lingual livestreams – you name it, we've produced and managed it.

Worktank's distinct advantage is our experience with managing the entire workflow from video production through the streaming attendee experience and online archiving. A single point of contact (Event Producer) will be your go-to Worktank resource throughout the project. There isn't another vendor that can manage this project without help from third-party partners. This makes the procurement process quick, saves hours of back-and-forth email coordination during production, and allows us to create a seamless attendee experience.

We are confident the solution outlined in this response, along with the team assembled to execute it, will fully meet or exceed the requirements outlined in this RFP. Worktank has the availability of staff and other required resources for performing all services and providing all deliverables as described in the RFP. Additionally, it is willing to perform the services as described in this RFP.

As CEO, I am authorized to contractually bind Worktank Enterprises, L.L.C.

Sincerely,

Leslie Rugaber
CEO, Worktank Enterprises, L.L.C.
400 East Pine Street, Suite 301
Seattle, Washington 98122



Live Web Streaming Services RFP Response

Company Details:

Company Name: Worktank Enterprises, L.L.C.

Address: 400 East Pine Street

Suite 301

Seattle, WA 98122

Phone: (206) 254-0950

Website: www.worktankwebcasts.com

Contact:

Adam Eggleston

Director of Business Development

(206) 658-2587

adame@worktankseattle.com

Introduction

Worktank is pleased to have the opportunity to respond to the City of Huntington Park's RFP, titled "Live Web Streaming Services." We look forward to working with the City of Huntington Park to achieve their vision of providing the public access to live streams of meetings. We are confident that the solution proposed will include proper functionality to ensure it is easy for staff and the public to utilize. Thank you for this chance to support your organization.

1. Qualifications and Experience

Worktank History

Worktank is a webcast management and video production company that specializes in helping organizations take their important meetings and events online. Located in Seattle, Washington, Worktank was founded in 2001 as a video production company and quickly expanded our services into the virtual event space. We've run more than 20,000 web streaming events over 15 years, helping our clients reach hundreds of thousands of people online.

Some of our clients include Autodesk, Align Technology, Broadsoft, CalPERS, Deloitte, Fluke, Microsoft, PATH, Point B, Port of Tacoma/Northwest Seaport Alliance, and VMWare. Webcasts, webinars, online video broadcasts, multilingual livestreams – you name it, we've produced and managed it. Our key differentiator is that we cover the entire spectrum of an online event, from pre-event registration services through the live interface, web streaming, onsite video production, as well as providing online archiving and 24/7 technical support.

We believe strongly in giving back to our community and are part of the following professional organizations: Entrepreneurs' Organization (EO), Greater Seattle Business Association (GSBA), Seattle Chamber of Commerce, Social Venture Partners (SVP), and Women's Business Enterprise National Council (WBENC).

Worktank Team

At the core of Worktank's value is our deeply experienced web streaming and video production team. Worktank's model is to assign a dedicated Producer to drive deadlines and deliverables and guide the client throughout the webcast lifecycle. Supporting this Producer is an expert team of senior-level employees. The team assigned to this project is as follows:

Eric Ostrowski, Senior Production Manager

With over 15 years of experience in the streaming media industry, Eric Ostrowski is the Senior Production Manager at Worktank. Eric's technical experience includes designing streaming solutions for customers as well as doing the actual live event video, encoding and transmission work. Eric manages all of Worktank's production equipment and crew resourcing for live streaming events. Eric will be your primary point of contact and manage the project from planning to execution.

Marcy Stringfellow, Director of Client Service

Marcy brings 20 years of video production and web streaming experience to the table, and since 2004 has been setting the bar for unmatched customer service across the Worktank team. Marcy's technical experience lies in producing live multi-camera broadcasts. Marcy's role for this project will be to support the production team and to act as a point of escalation for production work.

Adam Eggleston, Director of Business Development

Adam started at Worktank in 2008 as a webcast producer. He left in 2011 to develop his sales career, and re-joined the company in March of 2016 as Director of New Business. His focus is introducing clients to the Worktank process and helping seamlessly integrate them into the Worktank family.

2. Project Approach

Webcast Services

Worktank's seasoned team of producers has been responsible for tens of thousands of successful web streaming events over the past 15 years. Our production team has experience with both the online interface as well as the onsite production, ensuring a seamless experience as well as a single-point of contact for all aspects of the event.

For all events, the production team will perform the following actions:

Pre-Production

- Scheduling
- Pre-event agenda review
- Live online environment configuration and testing

Live Event

- Live environment management
- Streaming infrastructure management
- Live technical support

Post-Production

- Author DVD's
- Deliver assets to City

Live Video Stream and Interface

Live streams for all events will be broadcast using Worktank's VE Connect.

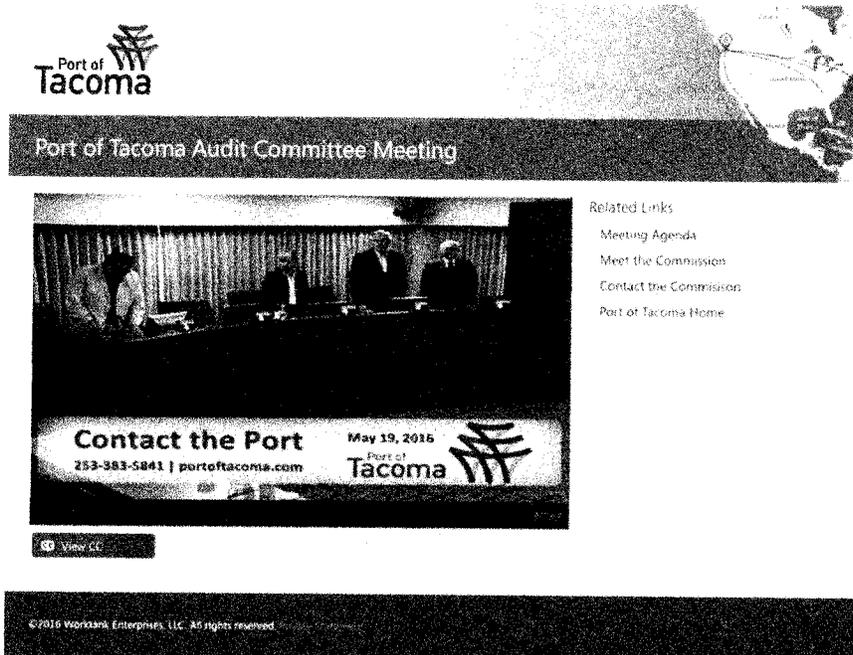


Figure 1 - Live event page prototype

VE Connect is a web hosting and streaming solution built by Worktank in response to client needs for a simple yet robust system to deliver content to a broad range of viewers and devices. The solution utilizes a modern, cloud-based hosting infrastructure and a highly customizable interface, allowing our producers to create experiences that cater to our customers' unique needs.

The live interface will utilize City-approved branding and contain a multi-bitrate, 16:9 video player. Live streaming requires a single, high bitrate RTMP stream originating from the onsite encoder carried to a cloud-hosted media server provided by Worktank. That media server is responsible for transcoding the video to a multi-bitrate HLS stream at 1.5mb, 750k, and 300k data-rates. All output streams will be transported via CDN to viewers, ensuring an abundance of capacity is available. The player will provide auto-switching between the bitrates depending on a viewer's available bandwidth, as well as controls for manual bitrate selection, audio level settings, and full-screen viewing. The live stream is viewable via a video player that supports HTML 5 and Flash on laptops and desktops as well as native playback on iOS devices and most Android 4.1 or greater devices.

The proposed solution provides a highly reliable, quality stream to the City's constituents without the need for hardware or additional software licensing purchases. Because VE Connect is a cloud-hosted system there is no anticipated impact to the City's computing environment. However, we have included time for testing in this proposal and will have ample time to identify and resolve any issues should they arise.

Post-Production

After an event is completed, the Worktank producer will perform minimal edits to the recording and do all work necessary to deliver DVD recordings as prescribed by this RFP. The Worktank producer will also provide a post-event analytics report to the appropriate parties. DVD authoring is included in this proposal, but Worktank would like to fully explore an online delivery mechanism.

Analytics

The system will provide numerous base-line analytics data points such as view counts and views over time.

Implementation Schedule

The video streaming effort will see Worktank do all proper research and due diligence around understanding the City's production environment and processes, and culminate with the City's ability to successfully stream events into the Worktank system. Worktank will work with the City staff to:

Week 1:

- Obtain technical documentation of the current workflow.
- Gain an understanding of the local network and internet connection as it pertains to delivery of the video stream. This will encompass basic network topology, firewall rules, and VPN configuration (if available).

Week 2:

- Conduct two hour-long meetings (estimated) to review and approve Worktank's final recommendations.

Week 3:

- Generate two, hour-long test streams.
- Provide one, hour-long training session for onsite video production staff.

Week 4:

- Execute live event.

3. City Equipment Assumptions

This RFP response assumes that the City has an encoder that is taking an HD-SDI feed from the City's video switcher with embedded audio of the 4 cameras and microphones to stream out the content. It is recommended for optimal quality that the stream should be at 3MBps 720p signal to Worktank's content delivery network (CDN), for distribution to the online audience.

Optional pricing for the purchase of encoders is listed below should the City decide not to continue its current lease on the existing encoder.

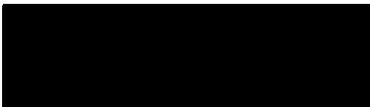
4. Fee Schedule

One-Time Fees	
VEC Template Build Discovery Pre-production Meetings	\$6100.00
2 Aja HELO Encoders (Optional) <i>Two encoders are recommended as one will be the primary and the other used as a backup failsafe.</i>	\$3367.00
Encoder Installation (Optional)	\$3000.00
Per Event Fees	
Single Event (up to 2.5 hours duration)	\$3267.50
Per hour after 2.5 hrs	\$500.00

Next Steps

We are confident that Worktank is the vendor you seek to support your web event services. With multiple years of experience working with California Public Employee Retirement System (CalPERS) and other government organizations like the Port of Tacoma (Washington) and the Northwest Seaport Alliance, we bring efficient and up-to-date solutions that will best achieve the goals of this RFP. Worktank encompasses every part of the web event services process, and are best suited to provide you with "one-stop-shopping" support for every aspect of this RFP.

Thank you for the opportunity to submit our proposal. We look forward to continuing the conversation.



Adam Eggleston, Director of Business Development
(206) 658-2587 | adame@worktankseattle.com

References

Client/Company Name	Tektronix
Contact Name	Sabrina Kropp
Contact Phone Number	(440) 498-2845
Email	sabrina.kropp@keithley.com
Description of Services Provided	Content capture and live quarterly webcast support of Tektronix Global All Hands from Beaverton, OR.
Contract Value	\$74,000.00
 	
Client/Company Name	Port of Tacoma
Contact Name	Judi Doremus
Contact Phone Number	(253) 383-9402
Email	jdoremus@nwseaportalliance.com
Description of Services Provided	Provide live streaming of monthly Port of Tacoma Commission meetings and portal development, maintenance and hosting services.
Contract Value	\$600,000
 	
Client/Company Name	CalPERS
Contact Name	Kalaine Lee
Contact Phone Number	888-225-7377

Email	Kalaine.Lee@calpers.ca.gov
Description of Services Provided	State of California constituent meetings for retirement information and planning
Contract Value	\$46,870.60

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, January 16, 2018

REGULAR AGENDA

COUNCIL

5. **Consideration and Approval of Appointment for the Position of Director of Finance**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve appointment of _____ to serve in the position of Director of Finance; and
2. Authorize the Interim City Manager to execute an employment agreement.

- ITEM AVAILABLE TUESDAY, JANUARY 16, 2018 -



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

January 16, 2018

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:

DISCUSSION AND DIRECTION OF THE CITY OF HUNTINGTON PARK'S CREDIT CARD POLICY AND PROCEDURES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Discuss and make any modifications, deletions and additions to the existing policy and procedures for departmental use of City issued credit cards;
2. Provide staff with direction on the issuance and use of credit cards in the future; and
3. Bring back to Council for final approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Recently, the Mayor and City Council requested a review of the City's policy and procedures on the use of City issued credit cards. Additionally the City Council requested that certain departments turn in their credit cards and that the Finance Department close the accounts associated with those cards. The Departments have turned in all cards on record from their respective departments to Finance with the exception of the Police and Parks and Recreation Department.

The City currently has a Draft Credit Card Policy and Procedure (attached). However, the Policy and Procedure does not specify which departments are entitled to use city issued credit cards including for what purpose, and the dollar limitations associated with the cards.

Staff has had discussions relative to credit card use and determined there may be a need for exceptions that may be incorporated in a modified credit card policy. The Police

DISCUSSION AND DIRECTION OF THE CITY OF HUNTINGTON PARK'S CREDIT CARD POLICY AND PROCEDURES

January 16, 2018

Page 2 of 2

Department and Parks and Recreation Department rely on city issued credit cards for their daily needs. In these departments, in particular, there is a need for immediate purchase of items. The purchase of items may be needed during weekends or during off-hours. In these instances the department cannot go through a normal procurement process. Obviously, a spending limit would need to be attached to the credit cards to ensure appropriate budgets are in place and to adhere to the City's procurement policies.

FISCAL IMPACT

This item contains no financial impact.

CONCLUSION

This item is a discussion item. Inasmuch as the City Council has expressed a desire to modify the current draft credit card policy and/or create new policy on this issue, it is recommended staff be given direction on this issue.

Respectfully submitted,



RICARDO REYES
Interim City Manager



JOHN A. ORNELAS
Interim Finance Director

ATTACHMENT(S)

A. Credit Card Policy

ATTACHMENT "A"



City Of Huntington Park

Credit Card Policy and Procedures

A. PURPOSE

To establish a policy with procedures under which departments will control the use of City issued credit cards. The procedures are intended to accomplish the following:

1. To ensure that the procurement with City credit cards is accomplished in accordance with the policy and procedures established by the Finance department
2. To ensure appropriate internal controls are established within each department procuring with credit cards so that they are used only for authorized purposes

B. OVERVIEW

The City issues credit cards to designated employees for the efficiency of facilitating certain expenses. However, the credit card is not intended to substitute the purchasing policy through purchase orders in the normal course of daily operations. The credit cardholder will be responsible in ensuring that all purchases are in alignment with City's policies and that appropriate budgets are in place on all purchases, making transfers to cover expenses, if necessary.

C. AUTHORIZATION

City employees who wish to have credit card privileges must receive approval from the City Manager and/or Finance Director. Authorized users shall acknowledge the credit card policy and then complete an application with Finance.

D. USE OF CREDIT CARD

The credit card must be used for official City business only. Usage of the City's credit card is allowed at the discretion of the City Manager and/or Finance Director to current employees who are granted City purchasing authority. When using the credit card, the Cardholder shall ensure that the purchases are within budget limits and adhere to the City's procurement policies.

The credit card shall not be used for personal purchases of any kind. Use of the credit card for personal purchases or expenses with the intention of reimbursing the City is prohibited. Any employee who uses a City credit card for personal purchases shall be responsible for reimbursing the City for all costs associated with the personal purchase and will have their card immediately revoked.

The City credit card may only be used by the cardholder whose name is imprinted on the card and cannot be authorized for anyone else to use. Cardholders are responsible for the security of their credit card and all precautions shall be used to maintain the card's confidentiality. In the event of lost or stolen cards, the cardholder must notify the credit card company and the Finance Director immediately.

Any reward or privilege points that are accumulated through the City's credit cards are the sole ownership of the City and redemption will be used for city-wide purchases, as approved by City Manager.

Employees issued City credit cards must return the credit card immediately upon termination of his or her employment or service with the City of Huntington Park. The Finance Director will notify the credit card Issuer and the Cardholder's card will be immediately deactivated. A cardholder who fraudulently uses the Credit Card after separation from the City will be subject to legal action.

E. ALLOWABLE EXPENSES

Designated City employees will have the ability to charge expenses incurred during City travel, local business events, and goods or services under \$2,000 that cannot be procured through normal procedures. All goods and services purchased by the City must be acquired through credit extended by the City's vendors to the City whenever possible and paid by approved invoice within the agreed credit terms of the vendor.

Examples of expenses allowable through the City credit card include:

- Office supplies that are proven to be less costly and cannot be purchased through normal invoice procedures
- Subscriptions and publications
- Travel expenses such as airline tickets, meals and hotel reservations pursuant to current GSA per diem rates, gas, parking, conference registration fees and training
- Special event meals & supplies: City Council meetings, training sessions, City Manager meetings, and employee recognition events that have been pre-approved in writing by City Manager

Prohibited expenses include:

- Alcoholic beverages and tobacco products
- Gift cards
- Gambling items: lottery tickets, casino chips, etc.
- Weapons, ammunition, and related accessories
- Cash advances, Foreign Currency, Money Orders, Travelers Checks, Wires Transfers, Saving Bonds
- Cellular Phones and/or related monthly service charges
- Professional/Consultant services

- Instructors, speakers, and performers
- Personal entertainment expenses and all personal items
- Spouse or family members' travel costs
- Transportation fares for entertainment purposes (i.e. movies, restaurants, etc.)
- Air travel insurance
- Laundry, dry cleaning and pressing of clothing
- Sponsorships or charitable contributions
- Expenses incurred for the purpose of attending political events
- Purchases or split purchases that circumvent the City's procurement policies
- Any other expenses not deemed necessary to conducting company business

F. PER DIEM

Per Diem is the allowance for lodging (excluding taxes), meals and incidental expenses (M&IE) calculated based on the employee's travel location. Employees must be travelling for City business outside 50 miles of the City of Huntington Park for more than 12 hours. Please visit www.gsa.gov/perdiem to find the rates. On the first and last travel day, employees are only eligible for 75 percent of the total M&IE rate for their temporary duty travel location. The cardholder must provide a receipt to substantiate your claimed travel expenses for lodging and receipts for any authorized expenses.

M&IE Breakdown in Los Angeles Region for FY 2017

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Incidental Expenses</u>	<u>Total</u>
\$15	\$16	\$28	\$5	\$64

Cardholders who receive per diem for City business travel cannot have a meal paid for by the credit card. Either the credit card expenses or the per diem, whichever one is greater, must be reimbursed to the City.

G. DOCUMENTATION, RECONCILIATION, AND PAYMENT PROCEDURES

It is important that cardholders adhere to the following procedures. Failure to keep adequate receipts or frequent abuse of these provisions are grounds for rescindment of the credit card.

1. Upon receipt of his/her individual credit card statement from Finance, the cardholder is responsible for reviewing all credit card transactions, completing a Credit Card Expense Report and attaching the corresponding backup documents.

2. Any time a purchase is made using the credit card, the cardholder must obtain a copy of the receipt. The cardholder must retain **itemized receipts** of all purchases made on the credit card. A receipt presenting only a summary total will not be acceptable.
3. If the cardholder does not have a receipt or documentation to submit with the statement, a memo that describes the item, date of purchase, merchant's name, and an explanation for missing support documents must be approved by the Finance Director. Recurrent instances of missing documentation will result in the cancellation of the cardholder's credit card.
4. The City Manager shall review and approve all expense reports submitted. Approved expense reports, signed by both the cardholder and City Manager, are due back to Finance within 10 days of receiving the statement. It is the cardholder's responsibility to submit reports and supporting documents in a timely manner. Late submissions will hold the department responsible for any resulting interest or late charges.
5. All meals charged to the City credit card require names of individuals in attendance and business purpose to be submitted along with the credit card expense report and related supporting documents.
6. If there is a question regarding a purchase, it is the Finance Director's, or designee's, responsibility to talk with the department head of the cardholder. The Department Head shall provide written authorization obtained from the City Manager prior to the purchase of any items the Finance Director, or designee, determines are not allowable under this policy.
7. It is each user's responsibility to follow up on any erroneous charges, returns or adjustments to ensure proper credit is given on subsequent statements. When issued a reimbursement or credit, the cardholder shall not accept cash refunds.

H. COMPLIANCE WITH POLICY, VIOLATIONS, AND CONSEQUENCES

Purchases made under this credit card policy shall comply with the City's Purchasing Policy. Card user violations of this policy regarding the purchase of goods or services will be investigated and may result in any or all of the following actions, but not limited to: written warning, revocation of credit card privileges, cancellation of delegation of purchasing authority, disciplinary action, termination and/or criminal prosecution.

The City Manager, Finance Director or designees have the authority to investigate and determine whether a violation of purchasing or credit card policy has occurred and to establish the action deemed most appropriate pursuant to applicable law and/or City's policy.



City of Huntington Park Acknowledgement of City Credit Card Policies and Procedures

I, hereby have read and understand the provisions under the City's credit card policy and acknowledge receipt of a City of Huntington Park Credit Card.

As a cardholder, I agree to comply with the City's credit card policies and procedures. I accept responsibility for the protection and proper use of this card as outlined in the policy. I understand that I am responsible for retaining all receipts for processing the Finance Department and that failure to provide receipts may result in rescindment of the credit card. I understand that I CAN NOT use the credit card for personal use even if the intent is to reimburse the City.

I further understand that improper use of this credit card may result in disciplinary action, up to and including termination of employment. Upon separation with the City, I agree to allow the City of Huntington Park to collect any amounts owed by me even if I am no longer employed with the City. If the City initiates legal proceedings to recover amounts owed by me, I agree to pay all legal fees incurred by the City in such proceedings.

I understand the City may terminate my rights to use this credit card at any time for any reason. I agree to return the credit card to the City of Huntington Park immediately upon request or upon termination of employment.

Cardholder

Date

Finance Director

Date

City Manager

Date



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

January 16, 2018

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 TO PURCHASE A DUI TRAILER FOR THE POLICE DEPARTMENT TRAFFIC ENFORCEMENT BUREAU

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the purchase of a customized mobile Driving Under the Influence (DUI) trailer, associated equipment, and labor costs from Universal Trailers in the City of Riverside as a sole source vendor;
2. Authorize the requisition of funds totaling \$33,450.05 from the OTS Grant Fund Account # 224-7115-421.74-10; and
3. Authorize the Chief of Police to purchase the DUI trailer and complete this project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 9, 2017, the City Council approved an agreement, receipt of funding, and the scope of project associated with the 2017-2018 Selective Traffic Enforcement Program Grant Agreement administered by the California Office of Traffic Safety (OTS). OTS strives to eliminate traffic collision deaths and injuries. In an effort to do so, OTS designates grant funds for local and state public agencies to implement programs that help enforce traffic laws; educate the public about traffic safety; and to provide varied and effective ways of reducing fatalities, injuries, and monetary losses from traffic collisions. OTS uses varied criteria, such as potential traffic safety impact, traffic collision statistics, the seriousness of identified problem(s), and performance under previous grants to award grant funds on a competitive basis. In total, the City of Huntington Park received \$140,000 in funding with \$35,000 designated for the purchase of a new DUI trailer.

CONSIDERATION AND APPROVAL TO PURCHASE A DUI TRAILER FOR THE POLICE DEPARTMENT TRAFFIC ENFORCEMENT BUREAU

January 16, 2018

Page 2 of 2

A DUI trailer essentially serves as a mobile command center at the scene of a DUI checkpoint or other enforcement/educational police operation. The DUI trailer also

facilitates the storage and transportation of equipment associated with running DUI checkpoints and other police operations.

Universal Trailers is a local company located in the City of Riverside. The proximity of this company will facilitate most convenient warranty, or general preventive maintenance, service and repair for the DUI trailer. This is a custom designed trailer in that the interior configuration is set up to double as a mobile work station to facilitate the processing of paperwork in the field. It is also set up with a portable restroom within the interior of the trailer.

FISCAL IMPACT/FINANCING

The total fiscal impact for this requested expenditure is \$33,450.05 to be drawn from Office of Traffic & Safety Account #224-7115-421-74-10/ Equipment. Due to the custom design of the DUI trailer, this is recommended as a sole source vendor purchase.

The OTS grant is funded with Federal funds. As a result, the funds are available for the Federal Fiscal Year 2017-18 (October 1, 2017 to September 30, 2018). The State will pay the grant funds on a reimbursement basis. The Police Department will submit quarterly reimbursements until the project is completed. The grant funds received will replenish the account established for this purpose.

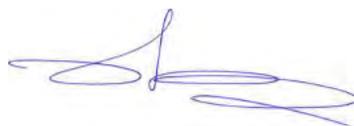
Account	Vendor	Total
224-7115-421.74-10	Universal Trailers, Riverside, CA	\$ 33,450.05
	Grand Total	\$ 33,450.05

There is no additional budget appropriation necessary for this purchase.

CONCLUSION

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

Respectfully submitted.

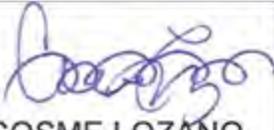


RICARDO REYES
Interim City Manager

**CONSIDERATION AND APPROVAL TO PURCHASE A DUI TRAILER FOR THE
POLICE DEPARTMENT TRAFFIC ENFORCEMENT BUREAU**

January 16, 2018

Page 2 of 2



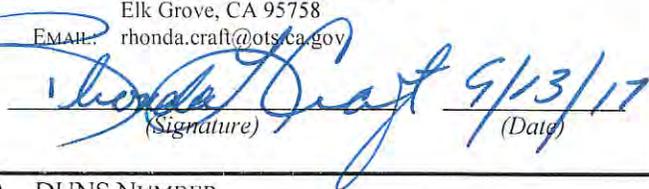
COSME LOZANO

Chief of Police

ATTACHMENT(S)

- A. 2017-2018 Selective Traffic Enforcement Program Grant Agreement
- B. Universal Trailers estimate
- C. Sole Source Letter

ATTACHMENT "A"

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Huntington Park	3. Grant Period
4. AGENCY UNIT TO ADMINISTER GRANT Huntington Park Police Department	From: 10/01/2017 To: 09/30/2018
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$140,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. AUTHORIZING OFFICIAL OF DEPARTMENT NAME: Cosme Lozano PHONE: 323-826-6628 TITLE: Chief of Police FAX: 323-584-1137 ADDRESS: 6542 Miles Avenue Huntington Park, CA 90255 EMAIL: clozano@huntingtonparkpd.org  _____ (Signature)	B. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Rhonda L. Craft PHONE: (916) 509-3030 TITLE: Director FAX: (916) 509-3055 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 EMAIL: rhonda.craft@ots.ca.gov  _____ (Signature)
C. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. DUNS NUMBER DUNS #: 070657085 REGISTERED ADDRESS: 6550 Miles Avenue CITY: Huntington Park ZIP+4: 90255-4302

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164-AL-18	20.608	0521-0890-101	2017	2017	14/17	\$100,000.00
402PT-18	20.600	0521-0890-101	2017	2017	14/17	\$40,000.00
					AGREEMENT TOTAL	\$140,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					\$140,000.00	
					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					\$ 0.00	
ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
			9/15/17	\$140,000.00		

1. PROBLEM STATEMENT

The City of Huntington Park is a culturally diverse community with a population of 58,879 (US Census Bureau: 2013). Located approximately ten miles southeast of Downtown Los Angeles, this urban area is a mix of single family and multi-unit housing, commercial establishments, light industry, and one major hospital. The City is governed by a Mayor and a four member City Council, and has provided local law enforcement services since incorporation in 1906.

In recent years, the Department has noticed a steady number of traffic collisions that have occurred in the City. Since 2014 (170), traffic collisions have remained consistent with a slight decrease in 2015 (135 collisions.) The number of victims involved in traffic collisions during the same time period has also remained consistent (approximately 182 victims), with again a slight decrease in 2015 (173 victims.)

The Department has also observed three fatalities in 2015, where the driver speed and/or driving under the influence were the primary collision factors. During the first quarter of 2015 the department has observed 1 fatality, where the driver's speed and/or driving under the influence were the primary collision factors.

The number of DUI arrests has also significantly decreased over the past three years. In 2013, a total of 202 drivers were arrested for DUI. During 2014, the number of DUI arrests decreased to 198. During 2015, the number again decreased to 164. Furthermore, during the same time (2015) period traffic collisions involving intoxicated drivers account for slightly over 19 percent of all traffic collisions. We attribute the decrease of DUI arrests to the lack of man power and resources, due to financial cuts. Therefore, alcohol involved traffic collisions have increased throughout the years.

Preliminary statistics for 2015 indicate that alcohol involved, hit and run, and pedestrian collisions are currently on pace to decrease when compared to 2014 statistics. Both hit and run and pedestrian collisions increased by approximately 10 percent. Nighttime collisions are also on pace to increase by approximately 10 percent.

In addition to the aforementioned increase in traffic collisions and alcohol involved traffic collisions, the City anticipates a significant increase in vehicle and pedestrian traffic due to the lack of man power and focused enforcement during night time hours.

An increase in traffic collisions combined with the anticipated increase in vehicle and pedestrian traffic has led the Department to actively seek solutions to increase traffic safety within the community. The Department hopes to obtain funding to conduct several traffic enforcement details to reduce the number of traffic collisions and victims by targeting drivers that are engaged in driving habits that have been identified as primary collision factors. This includes: speed, driving under the influence, and inattentive/distracted drivers.

2. PERFORMANCE MEASURES**A. Goals:**

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcycleists killed in traffic collisions.
14. Reduce the number of motorcycleists injured in traffic collisions.

15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month, National Click it or Ticket Mobilization, National Teen Driver Safety Week, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	4
7. Conduct DUI Saturation Patrol operation(s).	12
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	12
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	4
11. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operations.	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	6
13. Conduct Traffic Safety educational presentations with an effort to reach community members. Note: Presentations may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	1
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	
<ul style="list-style-type: none"> • The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. • All training needed to implement the program should be conducted this quarter. • All grant related purchases needed to implement the program should be made this quarter. • In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the 	

number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
 - If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
 - Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
 - Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$100,000.00
402PT	20.600	State and Community Highway Safety	\$40,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries		
Full-Time		\$0.00
Overtime		
DUI/DL Checkpoints	20.608	\$42,560.00
DUI Saturation Patrols	20.608	\$16,716.00
Traffic Enforcement	20.600	\$16,716.00
Distracted Driving	20.600	\$5,572.00
Motorcycle Safety	20.600	\$5,572.00
Night-time Click It Or Ticket	20.600	\$1,393.00
Pedestrian and Bicycle Enforcement	20.600	\$8,358.00
Part-Time		\$0.00
Category Sub-Total		\$96,887.00
B. TRAVEL EXPENSES		
In State Travel	20.600	\$2,389.00
		\$0.00
Category Sub-Total		\$2,389.00
C. CONTRACTUAL SERVICES		
		\$0.00
Category Sub-Total		\$0.00
D. EQUIPMENT		
DUI Trailer	20.608	\$35,000.00
Category Sub-Total		\$35,000.00
E. OTHER DIRECT COSTS		
DUI Checkpoint Supplies	20.608	\$2,724.00
PAS Device/Calibration Supplies	20.608	\$3,000.00
Category Sub-Total		\$5,724.00
F. INDIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
GRANT TOTAL		\$140,000.00

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	12
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	12
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	6
TRAVEL EXPENSES	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES	
-	
EQUIPMENT	
DUI Trailer - Fully equipped trailer to transport DUI checkpoint supplies and to serve as a communication and command post during OTS operations. Costs may include the trailer, sales tax, delivery, installation costs, and other modifications and accessories or other items necessary to make the trailer usable for grant purposes, such as a generator, lighting, paint and graphics. The trailer cannot include any furniture or fixtures not affixed to the trailer.	1
OTHER DIRECT COSTS	
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	1
PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.	3
INDIRECT COSTS	
-	

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this 'agreement' shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives.

CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCHACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who

is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

Instructions for Lower Tier Certification

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

ATTACHMENT "B"



SALES QUOTATION

2750 Mulberry Street
Riverside, CA 92501
Tel: (877) 784-2202
Tel: (951) 784-0543 Fax: (951) 784-4296

1939 Main Street, Suite X
Ramona, CA 92065
Tel: (619) 778-0309(Jimmy)

Resident Phone:
Business Phone: **323-826-6686**
Mobile:
Fax Number:
E-Mail: ncastelli@hppolice.org
Attn: LT. Castelli

Stock Number:
Date: (revised) 12/04/17
Due Date:

NAMI Hun **Huntington Park Police Department** Interior Color: White
ADDRESS: 6542 Miles Avenue Frame Color: Black
CITY: Huntington Park STATE: CA ZIP: 90255 Siding Color: White

QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
------	-------------	------------	-----------

1	ELITE II 102X18X7(inside) DUI Trailer		\$ 11,900.00
1	* Swing-Up Rear Door		
11	* LED Running Lights		
4	* LED Tail Lights		
1	* 2" Coupler Ball	(Standard, Included)	
5	* Tires: ST 205/75R-15		
1	* 36X76 (right hand) Side Door		
1	* 24" Side Door Step		
1	* Window (24"X58") -Right Hand		

OPTIONS:			
1	* 3000lbs Tongue Jack		300.00
1	* 15,000 BTU Air Conditioner with Heat Pump		900.00
1	* Front Rock Guard		200.00
1	* 18' Black Rubber Coin Floor		630.00
1	* 5 (lights) Light Tower on the Roof		1,500.00
1	* 110V Electrical Set		1,200.00
9	* LED Halogen Light with (2) 4' Fluorescent Lights		3,000.00
1	* 7K Onan Generator		6,500.00
1	* 30 Gal. Fuel Tank		500.00
1	* Bathroom (in the Front Left Side Corner)-Includes:		3,000.00
	(1) 35 Gal. Black Water Tank		
	(1) 50 Gal. Fresh Water Tank		
	(1) RV Toilet		
	(1) Single Sink(inside)		
	(1) 12V Water Pump		
	(1) 23X75 Door		
2	* 5 GAL. Propane on Tongue(no charge)		\$ -
1	* Two Tone Exterior Black Bottom & White Top		\$ 850.00

NO CONES & SIGNS

*** DEPOSITS ARE NOT REFUNDABLE AFTER 24 HOURS** Document Fee \$ **60.00**
There is a 20% restocking charge on any returned merchandise without prior approval.

P.O.#	FOR REPAIRS: We are not responsible for loss or damage to articles left in vehicles while in our possession. A storage fee of \$30 will be charged for vehicles not picked-up within 7 days after notice of completion. A service charge of 1.5% will be added to all past due invoices. I hereby authorized the above work to be done and the necessary cost and grant Universal Trailers, Inc. to operate the vehicle described herein for the purpose of testing & inspection. FOR NEW ORDERS: I hereby authorized & agreed to the above Sales Quote for the purchase of a new trailer or for the purchase of Parts.	SUBTOTAL	\$ 30,540.00
SALESMAN Tom Nguyen		TAX (9.5%)	\$ 2,901.30
G.V.W.R. 7,000		DMV FEE	\$ -
AXLE 7,000		TIRE FEE @ 1.75	\$ 8.75
TIRES (black wheel) ST 205/75-15		TOTAL	\$ 33,450.05
BRAKES 4 Wheel			
CUSTOMER SIGNATURE X		DATE	

ATTACHMENT "C"

UNIVERSAL TRAILERS, INC.
2750 MULBERRY STREET
RIVERSIDE, CA 92501
TEL: (951) 784-0543
FAX: (951) 784-4296
WWW.universaltrailers.com



MANUFACTURING – SALES – SERVICES
CUSTOM DESIGN

December 14, 2017

To Whom It May Concern:

Universal Trailers, Inc. is an authorized manufacturer /distributor for Universal Trailers Inc. and is the sole source for custom built DUI Trailers sales in the state of California.

Should you have any questions, please do not hesitate to contact me at the above contact information.

Regards,

A handwritten signature in black ink, appearing to read "Tom Nguyen", with a long horizontal flourish extending to the right.

Tom Nguyen
Director of Law Enforcement Trailer Sales



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

January 16, 2018

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 BUDGET APPROPRIATION AND ALLOCATION OF UNENCUMBERED GRANT FUNDING OF COMPETITIVE BEVERAGE CONTAINER (BIG BELLY) GRANT FUNDS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Appropriation and allocation of \$23,482.60 to the Competitive Beverage Container (Big Belly) Account Number 288-8058-432-54-00 that were not previously budgeted and appropriated for FY 17/18.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 3, 2014 the City Council passed Resolution 2014-49 which designated and authorized the Director of Public Works to execute in the name of the City of Huntington Park all documents, including but not limited to, applications, agreements, annual reports and amendments to secure said payments to support our Competitive Beverage Container Grant until rescinded.

Pursuant to Resolution 2014-49 staff applied for and received \$242,704 for the purchase and installation of 34 solar powered recycling and trash receptacles (Big Bellies) which were placed on Pacific Boulevard as part of the Pacific Boulevard Beautification project.

During the FY17/18 budget process staff miscalculated the grant remaining award. Due to an administrative oversight, the correct amount of the award was not appropriated and allocated to the FY 17/18 budget.

Staff caught this discrepancy in preparation of scheduling public outreach to the business, public transit commuters, shoppers and residents of Huntington Park. Appropriating and allocating these funds will cover the cost of the outreach and education on the beverage and trash receptacles.

CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION AND ALLOCATION OF UNENCUMBERED GRANT FUNDING OF COMPETITIVE BEVERAGE CONTAINER (BIG BELLY) GRANT FUNDS

January 16, 2018

Page 2 of 2

FISCAL IMPACT/FINANCING

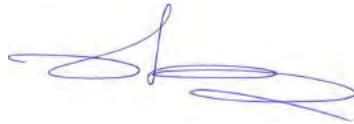
\$11,400 was budgeted in account number 288-8058-432.54-00 for Advertising and Publication. The requested additional appropriation amount of \$23,482.60 is within the remaining grant account balance and will increase the budget for account number 288-8058-432-54-00 from \$11,400 to \$ 34,882.60.

CalRecycle will pay the grant on a reimbursement basis. The Public Works Department will submit quarterly reimbursement upon completion. The grant funds received will replenish revenue account number 288-0000-334-05-00.

CONCLUSION

Upon Council approval, staff will proceed with recommended action.

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Director of Public Works



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

January 16, 2018

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 FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) TO MEMORIALIZE THE NAME CHANGE FROM SEVERN TRENT OF NORTH AMERICA TO INFRAMARK LLC

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve an amendment to the 2015 Professional Services Agreement, to reflect and memorialize the name change from Severn Trent North America to INFRAMARK LLC; and
2. Authorize Interim City Manager to execute the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In May 2015 the City entered into a new Professional Service Agreement with Severn Trent North America. On December 4, 2017 Severn Trent changed their name to INFRAMARK LLC. As a result, staff is presenting a first amendment to the existing agreement to memorialize the name change. The current scope of service and term remain unchanged.

FISCAL IMPACT/FINANCING

No impact.

CONCLUSION

Upon Council approval, staff will proceed with recommended action.

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) TO MEMORIALIZE THE NAME CHANGE FROM SEVERN TRENT OF NORTH AMERICA TO INFRAMARK LLC

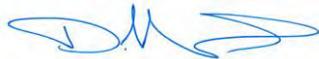
January 16, 2018

Page 2 of 2

Respectfully submitted,



RICARDO REYES
Interim City Manager

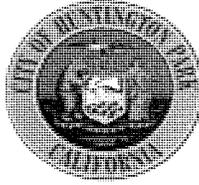


DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Professional Services Agreement
- B. Certificate of Fact from the Texas Office of the Secretary of State
- C. First Amendment to Professional Services Agreement

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

(Engagement: Operation and Maintenance of Potable Water Facility and Sewer System)
(Parties: City of Huntington Park and Severn Trent Environmental Services, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **4th day of May 2015** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and SEVERN TRENT ENVIRONMENTAL SERVICES, INC. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

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

WHEREAS, on November 19, 1990, the CITY entered into a Professional Services Agreement (the "Master Agreement") with SWWC Services, Inc., a Delaware corporation to provide operation and maintenance services of the CITY's well water production system, potable water storage system and water distribution system; and

WHEREAS, on May 13, 2013, the Professional Services Agreement was assigned to the CONTRACTOR, which assignment the City agreed to on May 22, 2013. Contractor then commenced providing operation and maintenance services under the terms and conditions of said Master Agreement; and

WHEREAS, Contractor 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, the Parties desire to enter this new Agreement to replace the previous Master Agreement; and

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of May 4, 2015.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and 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 five (5) 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 five (5) 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, CONTRACTOR 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"**, CONTRACTOR further agrees that the total compensation for the Work shall not exceed the sum total of \$1,225,249.36 DOLLARS per year /(\$102,104.11) per month (hereinafter, the "Base Fee"). CONTRACTOR 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 CONTRACTOR's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR's performance 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, CONTRACTOR 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 CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded

calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the 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 CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

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

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONTRACTOR shall perform all Work skillfully, competently and in accordance with industry standards of CONTRACTOR's profession;
- B. CONTRACTOR shall perform all Work in a manner in accordance with this Agreement;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. Except as otherwise set forth in this Agreement, all of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with its obligation set out herein or failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants to fulfill its obligations herein. Such effort by CONTRACTOR 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 CONTRACTOR or on CONTRACTOR's behalf

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

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

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, contractor,

subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONTRACTOR's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONTRACTOR 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 CONTRACTOR's control, including the CITY's failure to approve recommended repairs or maintenance, CONTRACTOR 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, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

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 CONTRACTOR under this Agreement). The CONTRACTOR 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 CONTRACTOR hereunder.

III. INSURANCE

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

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. CONTRACTOR shall secure Errors and Omissions Liability coverage as an endorsement to its CGL Coverage appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than 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 and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

- D. Pollution Liability Insurance: CONTRACTOR shall procure pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **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 CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to 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. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of Contractor'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, CONTRACTOR shall immediately defend and indemnify and hold harmless the CITY Indemnities, 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 CONTRACTOR or any of CONTRACTOR's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONTRACTOR in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONTRACTOR 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. CONTRACTOR'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 CONTRACTOR'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, CONTRACTOR 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 CONTRACTOR or CONTRACTOR's officers, employees, agents, servants, contractors,

subcontractors 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 CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 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, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall

be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 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 CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or 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 CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'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 CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. 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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 CONTRACTOR, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

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

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

VI.
MISCELLANEOUS PROVISIONS

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

CONTRACTOR:

Severn Trent Environmental Services,
Inc.
Regional General Manger
Severn Trent Services
402 N. Neely Street
Gilbert, AZ 85223
Phone: (623) 572-9550
E-Mail: fred.kriess@stservices.com

CITY:

City of Huntington Park
City Manager's Office
6550 Mile Avenue
Huntington Park, CA 90255
Attn: John A. Ornelas, Interim City Manager
Phone: (626) 580-2250
Fax: (626) 580-2253

Cc: to Legal Department
Severn Trent Environmental Services,
Inc.
220 Gibraltar Road, Suite 200
Horsham, PA 19044

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

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

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, 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 CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 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 Contractor 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 Contractor 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.

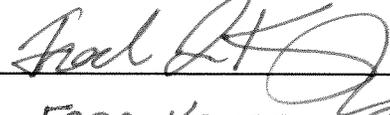
[SIGNATURE PAGE TO FOLLOW]

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:

By: 
John A. Ornelas,
Interim City Manager

Severn Trent Environmental Services, Inc.:

By: 
Name: FRED KRIESS JR
Title: REGIONAL GENERAL MANAGER

APPROVED AS TO FORM:

By: _____
City Attorney

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

CITY OF HUNTINGTON PARK:

By: 
John A. Ornelas,
Interim City Manager

Severn Trent Environmental Services, Inc.:

By: 
Name: FRED L. KRIEST JR
Title: REGIONAL GENERAL MGR

APPROVED AS TO FORM:

By: 
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

SCOPE OF SERVICES

Severn Trent Services (STS) will operate and maintain the CITY's well water production system, potable water storage system and water distribution in accordance with CITY's Water Supply Permit issued by the State of California State Water Resources Control Board (SWRCB), formerly California Department of Public Health (CDPH).

Except as otherwise set forth in this agreement, STS will operate the water and sanitary sewer system in compliance with current regulatory agency guidelines effective June 2015.

This proposed SCOPE OF SERVICES outlines the major elements of the STS's plan to operate and maintain the CITY's:

- Water Well System
- Water Distribution System
- Water Storage System
- Sewer Collection System

MANAGEMENT OF THE PROGRAM

The City of Huntington Park program will be managed directly by an on-site Severn Trent Services manager. Overall management responsibility will be under the direction of:

Fred Kriess
Regional General Manager
Severn Trent Services
Office Phone: (623) 572 9550
E-mail: fred.kriess@stservices.com

The Severn Trent Services assigned Manager will be responsible for direct day to day operations. The manager has the authority to respond to the CITY's directions and requests on matters relating to operation of the potable water and sewer collection system. Severn Trent Services shall provide CITY representation at WRD, Central Basin and Metropolitan Water meetings. Severn Trent Services will also evaluate and advise CITY on annual water budget; evaluate and advise CITY on water production and distribution facilities (water engineering, lifespan, efficiency, new technologies etc.).

GENERAL WATER FACILITY DESCRIPTION

The general description of the water facility STS proposes to operate and maintain for the CITY is:

- 1) Well water supply system containing six (6) production wells
- 2) MWD water receiving system;

CITY OF HUNTINGTON PARK Operations and Maintenance

- 3) Water storage and pumping delivery systems; and
- 4) Water distribution system containing approximately:
 - 4684 residential metered connections
 - 890 commercial/industrial metered connections
 - 600 fire hydrants
- 5) Two (2) wellhead treatment systems:
 - Six (6) Air Stripping Towers- 6717 Cottage Avenue
 - Four (4) Vessels Granular Activated Carbon Treatment System-5920 Miles Avenue

GENERAL SEWER COLLECTION FACILITY DESCRIPTION

Up to date sewer location and layout plans for the CITY are not presently available.

STS will operate and maintain the CITY's Sewer Collection System. A cursory inspection sets the estimated footage to be 317,000 lineal feet.

STS is responsible to clean one half (1/2) of the system each calendar year (approximately 158,500 lineal feet), thereby allowing for a totally cleaned system once every two (2) years.

SYSTEMS STAFFING ATTENDANCE

STS assumes responsibility for control and the operational performance of the water and sewer collection systems twenty-four (24) hours per day, seven (7) days per week, holidays included. In order to accomplish this, STS will staff the water system and sewer collection system with qualified, experienced, and certified by the State of California State Water Resources Control Board (formerly CDPH) personnel five (5) days per week, eight (8) hours per day.

Routine inspections will be conducted on weekends and holidays. One water service worker will be assigned as "stand-by" to respond to emergency calls twenty-four (24) hours per day, seven (7) days per week, holidays included.

PERSONNEL ASSIGNMENT

STS shall staff the FACILITY with a minimum of eight (8) full-time personnel filling the following personnel classifications:

- Facility Manager
- Assistant Facility Manager
- Water Production Supervisor
- Meter Reader
- Water Service Workers (2)
- Sewer Service Workers (2)

CITY OF HUNTINGTON PARK Operations and Maintenance

The Facility Manager shall be certified by the State of California State Water Resources Control Board (formerly CDPH) at the minimum level.

STS shall provide qualified personnel to perform the following;

- Annual Sewer Cleaning
- Periodic Well Pump Efficiency Testing
- Annual Meter Exchange Program

The above services are included in the base price of the contract.

As indicated in the Qualifications and Experience section of this proposal, STS have the capabilities to provide a wealth of experienced personnel in all phases of water systems and collection system in all phases of water systems and collection systems' Operation, Maintenance, Engineering and Management.

PERSONNEL CERTIFICATION

The State of California State Water Resources Control Board (formerly CDPH) requires all persons responsible for water distribution system be certified at levels mandated by the State. This process requires a combination of defined technical and education as approved by the State followed by passing an exam administered by the State of California State Water Resources Control Board (formerly CDPH). Levels range 1-5 depending on level of responsibilities. In general, this has increased the skill level requirement within the current water industry. The current Water Supply Permit for the CITY requires to, employ a minimum D4/T2 Facility Manager, D3/T2 Assistant Manager, and T2 by any personnel responsible for collecting water samples.

WATER SYSTEM RECORDS

The successful operations and maintenance of water system components is dependent upon reliable, frequent inspections and efficient, repeatable Preventative Maintenance. Accurate record systems are an absolute must to achieve these two goals.

STS, has adopted and utilizes a Computer Maintenance Management System to maintain excellence in Operation and Maintenance.

Duties performed by STS in the water systems under base contract are as follows:

FACILITY INSPECTION

STS shall inspect each water well, pumping station, water storage units and other required units located within the water facilities daily and shall produce records of each inspections as part of the permanent records of the CITY. Additional inspections shall be made if required due to any change, variation, peculiarity, defect, or problem in the condition of a particular facility which makes such extra inspections reasonable necessary.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

STS shall oversee the operation of the CITY's SCADA system through the use of the CITY owned computer system located at the main office.

General tasks include but are not limited to the following:

- Monitor well and booster settings
- Monitor system pressure
- Monitor reservoir levels
- Monitor pump control as required
- Monitor alarms
- Troubleshoot

PROCESS CHEMICALS

STS shall purchase on behalf of the CITY and maintain an inventory of chlorine and others chemicals routinely used in the operations of the water FACILITY. Such chemicals shall be stored at each water well located within the water FACILITY in quantities sufficient to assure continuous operation of the water FACILITY. All chemical cost to be paid by CITY.

WELL PRODUCTION TESTS

STS shall arrange for production tests for all wells every two (2) years. STS shall provide the CITY with copies of all reports resulting from these tests.

SUPPLY AND SYSTEM METERS

STS shall verify and have certified, on an annual basis, all water production meters. Certification shall be for accuracy.

MAINTENANCE

For the purposes of this Proposal the following definition shall apply:

“Preventative Maintenance”: Periodic scheduled maintenance in accordance with industry standards. Preventative maintenance is limited to:

- Lubrication
- Oil Change
- Valve Exercising
- Touch-up painting
- Line Flushing

CITY OF HUNTINGTON PARK
Operations and Maintenance

STS shall furnish personnel, tools and equipment required to properly lubricate all mechanical equipment; to replace control lamps or light bulbs; to adjust or replace pump shaft packing; or to perform other light maintenance required at specific intervals by the equipment manufacturers.

STS shall perform these services for each appropriate piece of equipment throughout the FACILITY. All data applicable solely to the CITY's equipment shall be considered the property of the CITY.

METER EXCHANGE PROGRAM

STS shall maintain a meter exchange program. STS shall replace four hundred (400) meters on an annual basis to maintain the integrity of the customer metered program. This program is included in the base contract price.

REPAIR MAINTENANCE TO THE SYSTEMS

STS shall perform maintenance work of the water FACILITY distribution system, which shall include; new meter installations (exclusive of meter exchange program), which includes the reading of the new meter and reporting the reading to the Customer Service office of the Revenue Collections office; repairs to water mains; repairs to and replacement of individual hydrants, meters and other related equipment. STS shall be responsible for maintenance and operation extensions and/or expansions of the distribution system by New Construction of water mains and water service lines between the mains and the meters. STS shall not be responsible for water lines between the meter and house or other structures.

STS may subcontract any repairs or services required under this proposal to a qualified subcontractor who has obtained all applicable state, federal or municipal licenses, permits and certificates, provided that any outside subcontractor so chosen by STS must be approved by the CITY, which may disapprove of any outside subcontractor without cause.

STS's Equipment and Services Departments are considered a subcontractor under the terms of this proposal. An *outside* subcontractor is considered to be a contractor or individual that is not a full-time employee of record of STS.

STS has provided in its base contract a maximum annual dollar amount to perform Repair Maintenance Service on all the Water and Sewer FACILITY systems, subject to an annual CPI adjustment.

The current annual amount is:

Annual Maximum Repair Maintenance Limit: \$143,000.00 (FY 14-15)

This includes materials, supplies, equipment, subcontractor costs. These costs do not include on-site regular, employee labor costs.

This annual repair maintenance limit is set up in the base contract price as an unexpected refundable item. Should the annual aggregate limit not be expended in any one contract year term, the unexpended balance shall be refunded to the CITY.

CITY OF HUNTINGTON PARK Operations and Maintenance

The CITY shall be responsible for all costs exceeding the annual repair maintenance dollar limit.

STS will provide the CITY with a monthly report and back up of the expenditures applied to this fund.

WATER CUSTOMER SERVICE

STS shall perform all usual customer services such as bi-monthly meter readings, water service turn-offs and turn-ons, and turn-offs for non-payment for the potable water supply. STS base contract prices assumes that the following approximate number of metered connections are read on a bi-monthly reading scheduled basis.

- Residential Meters: 4651
- Commercial/Industrial: 899
- **Total meters in system:** 5550

STS will work closely with the CITY's Revenue Collections department and furnish all necessary data to the department to provide for adequate customer billing. No additional compensation will be allowed for meters added to the water distribution system.

TURN-ON AND TURN-OFF SERVICES

Upon request by the CITY's Revenue Collections department, STS shall perform turn-on and turn-off services directly related to the proper care and maintenance of the water FACILITY. This includes any turn-on/turn-offs services performed to facilitate any construction or repairs performed, when such construction or repairs are being made to the distribution lines or system. At the time of the turn-on/turn-off service, and if requested by the CITY, STS shall install at the sole cost and expense of the CITY a water line cutoff valve.

INSPECTIONS

STS shall be responsible for CITY field inspection of all additions and or modifications to the CITY water distribution system. This change in responsibility is a reflection of current state regulations governed by State of California State Water Resources Control Board (formerly CDPH) Certification requirements.

STS shall prepare and review on behalf of the CITY a variety of formal plans and documents required by governmental and regulatory departments as they pertain to the CITY water system.

STS shall review and respond to all requests for new construction and or redevelopment in conjunction with Planning or Building and Safety to insure the water system is capable of supporting the intended development.

UNDERGROUND SERVICE ALERTS

STS shall be responsible for identifying and marking water and sewer lines on behalf of the CITY for all Dig alert work orders.

CITY OF HUNTINGTON PARK

Operations and Maintenance

WATER QUALITY SAMPLING

The CITY currently is under contract with the Water Replenishment District (WRD) to conduct the CITY's Title 22 Monitoring. The CITY is responsible to pay all lab fees associated with water quality sampling for the Water FACILITY. STS will be responsible to coordinate, schedule and assist WRD with the field sampling process if required. All records will be maintained by STS and copies will be available upon request of the CITY and State of California State Water Resources Control Board (formerly CDPH).

STS shall collect weekly Bacteriological samples as defined in the current Coliform Sampling Plan and monthly General Physical samples within the distribution system.

STS shall collect samples for the Disinfectant and Disinfection Byproducts Rule (DDBPR) and Stage 2 DDBR concerning public health risks regarding Trihalomethanes (THM's) and Haloacetic Acids (HAA5).

STS shall collect samples for the increased regulatory requirements mandated by the State of California State Water Resources Control Board (formerly CDPH) for the treatment systems located at the water well locations and all CITY well locations as required.

- Well #17- 5920 Miles Avenue Huntington Park- CTC Monitoring
- Well #15-6717 Cottage Ave Huntington Park- TCE Monitoring

STS shall collect samples for Lead and Copper monitoring as mandated by the SWRCB Supply Water permit.

STS currently serves as the representative on behalf of the CITY to input data and information into the Environmental Protection Agency (EPA) Central Data Exchange (CDX) database. The system was established by EPA to submit various sampling plans, review and update data, i.e. UCMR2, DDBPR2, etc.

REPORTS

STS will prepare and sign as certified operator all monthly operating reports as required by the State, Federal and local governments, districts, and organizations. STS shall also perform oversight of the necessary laboratory sampling and analyses as required by and in accordance with the testing requirements of the State of California State Water Resources Control Board (formerly CDPH). STS will submit required reporting to local, state and federal jurisdictions and the following agencies and all reporting to local, State, and Federal agencies and jurisdictions:

City of Huntington Park

- State of California State Water Resources Control Board (formerly CDPH)
- County Environmental Department Health Services
- Environmental Protection Agency

STS shall prepare the comprehensive State Water Resources Annual Drinking Water Report which consists of data concerning every aspect of the CITY's water system for the calendar year.

CITY OF HUNTINGTON PARK Operations and Maintenance

Key elements include, but are not limited to, the following:

- Water Quality
- Water Storage Information
- Sampling Plans
- Service Connection
- Maximum/Minimum Water Demand Usage
- Water Issues and Complaints
- Improvements
- Reservoir Inspections

OPERATION AND MAINTENANCE REPORTS

Two (2) copies shall be provided monthly and submitted to the CITY by the 15th day of the following month. The report shall cover the following minimum information:

- Data required by the SWRCB
- Overview statement of operation and any significant events
- Delinquent shut-off report
- Monthly emergency call-out report
- Power usage report
- Meter replacement report
- Water production report
- Daily log of operations
- Corrective repair log
- Progress report

SEWER COLLECTION SYSTEM

STS will operate and maintain the CITY's Sewer Collection System. At the time of preparation of this proposal definitive sewer plans are not available. The estimated footage is 317,000 lineal feet.

It is mutually agreed between the CITY and STS that the Sewer Collection System is estimated to contain approximately 317,000 lineal feet. STS will clean one half (1/2) of the Sewer Collection system each contract year, (approximately 158,500 lineal feet) thereby allowing for a totally cleaned system every other year.

The base cost of this contract includes the cost of cleaning half the sewer system (approximately 158,500 lineal feet) annually and any additional sewer linear footage that may be added to the system. No additional compensation shall be allowed.

CITY OF HUNTINGTON PARK Operations and Maintenance

Should the CITY require additional footage cleaned beyond the annual estimated footage of 158,500 lineal feet, a charge of \$0.51 per lineal feet shall be paid by the CITY in accordance with the CITY's Sewer Management Plan (SSMP).

STS shall utilize equipment and personnel from its sewer maintenance department to perform the annual cleaning. STS shall utilize a VAC-CON LN 8000 Type high pressure cleaning system for this cleaning procedure.

STS shall respond to all sewer emergency calls, twenty-four (24) hours a day, seven (7) days per week, holidays included within two (2) hours. Emergency response calls are included in the base contract price. STS shall notify the CITY within twenty-four (24) hours of any emergency call-out and provide the CITY with the following minimum data:

- Time of day reported to STS
- Time of day STS responds
- Nature of problem
- Solution to problem
- Name, address, phone number of complaining party

The CITY will receive a monthly sewer cleaning report which will include the following:

- Amount of contract cleaning performed
- Emergency call out report listing time reported, time of response, problem, name and address of compliant
- General system conditions report

SEWER SYSTEM OVERFLOW (SSO)/ SEWER SYSTEM MANAGEMENT PLAN (SSMP)

STS's participation is outlined in the CITY's SSMP.

MAJOR EQUIPMENT

Included in the base contract price, STS shall furnish, operate and maintain the following equipment units:

- One (1) Utility Truck w/crane (water)
- One (1) VacCon Sewer Truck
- One (1) Customer Service Truck
- Three (3) Service Truck (water distribution)
- One (1) Service Truck (water production)
- One (1) Meter Read Truck
- One (1) Manager Truck
- Vehicle communication system
- Air Compressor/ Jack Hammer Unit
- Backhoe
- Valve Exerciser
- Arrow Board/Traffic Control Equipment

CITY OF HUNTINGTON PARK

Operations and Maintenance

CPI INDEX ADJUSTMENT

This contract will be reviewed annually for compensation increase or decrease, based on Los Angeles Region CPI Index as published by the Bureau of Labor Statistics. This annual average increase or decrease reported will be utilized to increase or decrease the compensation of the year following the reported year. *Under no circumstance shall the annual adjustment be less than 1% or greater than 3%.*

ADDITIONAL SERVICES

At the request of the CITY and at the option of STS, STS shall provide additional services for the CITY. Compensation for such services shall be negotiated on a case-by-case basis.

Any additional field work requested by the CITY or required under the contract shall be performed at the following rate classifications:

1. Personnel

Manager	\$70/hour
Chief Operator	\$55/hour
Supervisor	\$55/hour
Maintenance Technician	\$32/hour

2. Equipment

Service Truck	\$27/hour
Utility Truck	\$35/hour
Sewer Cleaning Truck (Jetter)	\$0.51/foot
Dump Truck	\$35/hour
Backhoe	\$40/hour
Other	at comparable rental rate

Overhead and profit rate shall be established at twenty percent (20%) for all additional work and five percent (5%) for City Administration Fee, however, work related to and for the direct benefit of the CITY shall be at ten percent (10%).

WELL REPAIR, REPLACEMENT, AND UPGRADES

When directed by the CITY and agreed upon by STS, STS shall provide and/or subcontract project management which may include design, installation, repairs and/or replacement production facilities, appurtenant facilities, and water distribution system at an additional cost to the City beyond the base contract price.

SANITATION AND HEALTH COMPLIANCE

When directed by the CITY and agreed upon by STS, STS shall provide management of CITY's Cross Connection Control Programs as listed in the Huntington Park Municipal Code Title 6 Sanitation and

CITY OF HUNTINGTON PARK
Operations and Maintenance

Health, Chapter 5 Water System, Article 3 Cross-Connection Control at an additional cost to the City beyond the base contract price. .

CHANGE OF SCOPE

Should the SCOPE OF SERVICES be changed due to changes in Regulatory permit requirements and/or other changes initiated and mandated, STS and the CITY shall negotiate the increase or decrease as required.

ATTACHMENT "B"



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that on November 17, 2017, Severn Trent Environmental Services, LLC, a Domestic Limited Liability Company (LLC) (file number 802754140), changed its name to Inframark, LLC.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 27, 2017.



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

ATTACHMENT "C"

AMENDMENT 1

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION AND MAINTENANCE OF POTABLE WATER FACILITY AND SEWER SYSTEM

BETWEEN

CITY OF HUNTINGTON PARK AND SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

This Amendment to the Professional Services Agreement for Operation and Maintenance of Potable Water Facility and Sewer System ("Amendment 1") effective as of the date specified in paragraph 2 hereof, is made and entered into by and between the City of Huntington Park, a California municipal corporation ("City") and Inframark, LLC, a Texas limited liability company ("Inframark") (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, on November 19, 1990, the City entered into a Professional Services Agreement ("Master Agreement") with SOCI, Inc., a Delaware corporation to provide operation and maintenance services of the City's well water production system, potable water storage system and water distribution system; and

WHEREAS, the Master Agreement was amended pursuant to Amendment 1 dated December 5, 1994, which in pertinent part named ECO Resources, Inc., a Texas corporation as successor-in-interest to the Master Agreement; and

WHEREAS, the Master Agreement was amended pursuant to Amendment 2 dated January 3, 2000, which in pertinent part extended the term of the Master Agreement; and

WHEREAS, the Master Agreement was amended pursuant to Amendment 3 dated February 19, 2002, which in pertinent part added a provision to the Master Agreement governing repairs and maintenance; and

WHEREAS, the Master Agreement was amended pursuant to Amendment 4 dated December 1, 2003, which in pertinent part extended the term of the Master Agreement; and

WHEREAS, the Master Agreement was amended pursuant to Amendment 5 dated June 16, 2000, which in pertinent part assigned the Master Agreement from ECO Resources, Inc., a Texas corporation to SWWC Services, Inc., a Delaware corporation, as successor-in-interest; and

WHEREAS, the Master Agreement was amended pursuant to Amendment 6 dated July 21, 2008, which in pertinent part increased SWWC Services, Inc.'s compensation; and

WHEREAS, the Master Agreement was amended pursuant to Amendment 7 dated August 17, 2009, which in pertinent part extended the term of the Master Agreement; and

WHEREAS, on May 13, 2013, the Master Agreement was assigned to Severn Trent Environmental Services, Inc., a Delaware corporation ("Severn Trent Services"), which assignment the City agreed to on May 22, 2013. Severn Trent Services then commenced providing operation and maintenance services under the terms and conditions of said Master Agreement; and

WHEREAS, on May 4, 2015, the City and Severn Trent Services executed a Professional Services Agreement for Operation and Maintenance of Potable Water Facility and Sewer System ("Agreement"), which replaced the previous Master Agreement, and has an initial term of five (5) years, subject to a five (5) year extension upon mutual agreement between the City and Severn Trent Services; and

WHEREAS, on November 17, 2017, Severn Trent Services changed its name to Inframark, LLC, a Texas limited liability company ("Inframark"); and

WHEREAS, the City and Inframark desire to amend this Agreement to memorialize this change in name; and

WHEREAS, the execution of this Amendment 1 was approved by the Huntington Park City Council at its Regular Meeting of January 16, 2018.

NOW, THEREFORE, THE CITY AND INFRAMARK AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. CHANGE IN NAME

The City and Inframark hereby agree that all references to "Severn Trent Environmental Services, Inc.," "Severn Trent Services" and/or "Contractor" as set forth in the Agreement shall be replaced with "Inframark, LLC."

2. Amendment 1 shall become effective as of the date set forth below on which the last of the Parties, whether the City or Inframark, executes this Amendment 1.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Inframark have caused this Amendment 1 to be executed by their respective officers hereunto duly authorized.

CITY:
CITY OF HUNTINGTON PARK
A California municipal corporation

CONTRACTOR:
INFRAMARK, LLC
a Texas limited liability company

By: _____
Ricardo Reyes, Interim City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

DRAFT