

# CITY OF HUNTINGTON PARK

## City Council

## Regular Meeting

## Agenda

**Tuesday, September 4, 2018**

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

**Jhonny Pineda**  
Mayor

**Karina Macias**  
Vice Mayor

**Graciela Ortiz**  
Council Member



**Marilyn Sanabria**  
Council Member

**Manuel "Manny" Avila**  
Council Member

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

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

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

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

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

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

**Public Comment**

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

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

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

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

**Additions/Deletions to Agenda**

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the

attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

**Important Notice**

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

## **CALL TO ORDER**

## **ROLL CALL**

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

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS**

Retirement Recognition to Police Volunteer Nancy Lozano

“Certificates of Recognition,” Presented to National Night Out Sponsors

“Certificates of Appreciation” Presented to the Various Participants Who Took Part in the Second Community “Co-Ed Basketball Tournament” held July 21, 2018, at Salt Lake 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 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 – ANTICIPATED LITIGATION  
Government Code Section 54956.9 (d)(2) and (e)(1)  
[One (1) potential case]

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 August 16, 2018; and
- 1-2. Regular City Council Meeting held August 21, 2018.

### **FINANCE**

#### **2. Approve Accounts Payable and Payroll Warrant(s) dated September 4, 2018**

### **COMMUNITY DEVELOPMENT**

#### **3. Receive and File Letter to Metro Regarding Huntington Parks Comments on Rescoped West Santa Ana Branch Light Rail Corridor Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- Receive and File -

### **POLICE**

#### **4. Adopt Ordinance No. 2018-966, Amending Title 4 "Public Safety," Chapter 7 "Traffic," Article 15, Of The City of Huntington Park's Municipal Code Relating to Alleys**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. waive second reading and adopt Ordinance No. 2018-966.

#### **5. Consideration and Approval to Renew Food Services Agreement with County of Los Angeles**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Authorize renewal of Food Services Agreement between City of Huntington Park and County of Los Angeles for a term of five (5) years, with a 60-day termination clause with or without cause;
- 2. Authorize an appropriation of \$17,000.00 to the Special Revenue Welfare Inmate (Contractual Services) fund, Account #121-7040-421.56-41; and
- 3. Authorize Chief of Police or City Manager to execute the agreement.

**END OF CONSENT CALENDAR**

## REGULAR AGENDA

### FINANCE

**6. Consideration and Approval of Resolution Authorizing to Sign Contracts with the Tax and Revenue Board**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-25, Authorizing City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use tax.

### PUBLIC WORKS

**7. Consideration and Approval of an Ordinance Modifying Sections of the City of Huntington Park's Municipal Code, Title 7 "Public Works," Adding Chapter 4 "Excavations," Adopting a Five (5) Year Pavement Excavation Moratorium Restricting Utility Cuts of Newly Paved Roadways in the Public Right-of-Way**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive first reading and introduce Ordinance No. 2018-967, modifying Title 7 "Public Works," and adding Chapter 4 "Excavations," of the City of Huntington Park's Municipal Code relating to the adoption of a Five (5) Year Pavement Excavation Moratorium restricting utility cuts of newly paved roadways in the public right-of-way; and
2. Schedule the second reading and adoption of said ordinance at the next regular city council meeting.

**8. Consideration and Approval for Authorization to Purchase a John Deere Gator**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve purchase of John Deere Gator from Powerland Equipment.

## **REGULAR AGENDA(CONTINUED)**

### **PUBLIC WORKS**

9. **Consideration and Approval of First Amendment to the Consulting Services Agreement with Owen Group, Inc. for Preparation of an American with Disabilities Act (ADA) Transition Plan**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve First Amendment to the Consulting Services Agreement to Prepare an ADA Transition Plan between the City of Huntington Park and the Owen Group, Inc.;
2. Authorize City Manager to execute agreement; and
3. Authorize City Manager to approve budget transfer within fund account.

10. **Consideration and Approval of an Award of Contract Services Agreement to Precision Concrete Cutting for Trip Hazard Removal Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract services agreement with Precision Concrete Cutting as a sole source provider of trip hazard removal in-lieu of typical City procurement requirements; and
2. Authorize City Manager to execute agreement.  
days of the effective date of the recordation of the Notice of Completion, if no Stop

### **COMMUNITY DEVELOPMENT**

11. **Continued from the Regular City Council Meeting of August 21, 2018 - Pacific Boulevard Improvement Project Monument and Way Finding Signs**

- Discussion and/or Action -

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

### **WRITTEN COMMUNICATIONS**

## **COUNCIL COMMUNICATIONS**

**Council Member Manuel “Manny” Avila**

**Council Member Graciela Ortiz**

**Council Member Marilyn Sanabria**

**Vice Mayor Karina Macias**

**Mayor Jhonny Pineda**

## **ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, September 18, 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 agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 24 hours prior to the meeting. Dated this 30<sup>th</sup> day of August 2018.



---

Donna G. Schwartz, CMC, City Clerk

## MINUTES

**Special Meeting of the  
City of Huntington Park City Council  
Thursday, August 16, 2018 – 6:00 p.m.**

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

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:03 p.m. on Thursday, August 16, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Noel Tapia, Assistant City Attorney; Daniel Hernandez, Director of Public Works; Cynthia Norzagaray, Director of Parks and Recreation; Sergio Infanzon, Director of Community Development; Nita McKay, Director of Finance/Acting Director of Human Resources and Donna G. Schwartz, City Clerk.

### PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Angela Cornejo.

PUBLIC COMMENT – None.

STAFF RESPONSE – None.

## REGULAR AGENDA

### **COMMUNITY DEVELOPMENT**

#### **1. Potential Stations for the West Santa Ana Branch Transit Corridor Project**

- Discussion and/or Action -

Community Development Director Sergio Infanzon distributed copies of the PowerPoint to Council, acknowledged that Ms. Lara Cornejo, Executive Officer for County Wide Planning and Julia Brown, Community Relations and External Affairs both from Metro were in attendance for any questions. Mr. Infanzon proceeded with a PowerPoint presentation.

**Motion:** Mayor Pineda motioned to draft a letter to Metro for environmental scoping comments from the city regarding the West Santa Ana Branch Transit Corridor Project and have it prepared by Wednesday, seconded by Vice Mayor Macias. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): Ortiz

#### **2. Pacific Boulevard Improvement Project Monument and Way Finding Signs**

- Discussion and/or Action -

**Motion:** Mayor Pineda moved to table item to the next regular city council meeting, seconded by Vice Mayor Macias. Motion passed by one motion (ABSENT Council Member Ortiz).

### ADJOURNMENT

At 6:49 p.m. Mayor Pineda adjourned the meeting.

Respectfully submitted,

---

Donna G. Schwartz, CMC  
City Clerk

DRAFT

## MINUTES

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, August 21, 2018

Sergeant at Arms read the Rules of Decorum before the start of the Successor Agency to the Community Development Commission of the City of Huntington Park meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:32 p.m. on Tuesday, August 21, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Noel Tapia, Assistant City Attorney; Daniel Hernandez, Director of Public Works; Cynthia Norzagaray, Director of Parks and Recreation; Sergio Infanzon, Director of Community Development; and Nita McKay, Director of Finance/Acting Director of Human Resources and Donna G. Schwartz, City Clerk.

### INVOCATION

Invocation was led by Mayor Pineda.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Steve Melendez, Student at Linda Esperanza Marquez High School.

### PRESENTATIONS

Council presented a "Certificate of Appreciation" to Steve Melendez for leading the Pledge of Allegiance.

Presentation by representatives and youth who participated in the HUB Cities Consortium Summer Youth Employment Program.

Council presented "Certificates of Recognition" to the youth who participated in the HUB Cities Consortium Summer Youth Employment Program.

Council presented "Certificates of Appreciation" to Various Organizations Who Participated in the Huntington Park Medical Camp on July 8, 2018, Coordinated by Sathya Sai, International Organization of USA.

### PUBLIC COMMENT

1. Denise Campos, Southern California Gas Company, spoke in regards to regular agenda item 10, noted the franchise agreement with the city and requested exemptions include certain repairs be done by So Cal Gas be put into the ordinance.
2. Francisco Rivera, commented on an appointment he has been trying to make with the city manager, acknowledged Public Works Department and Graffiti Protective Coatings (GPC) doing a good job, mentioned no parking sign/meters on Zoe Avenue between Rita and Seville Avenue and that parking meters have been vandalized, trash across from the employment office, no street sweeping sign, street sweeping company not working out and illegal dumping in the city.

### STAFF RESPONSE

City Manager Ricardo Reyes commented on Mr. Rivera's comment regarding a meeting with the city manager stating meetings have taken place with Mr. Rivera regarding trash. Mr. Reyes stated with regard to parking and parking signs the Public Works Director can best answer.

Public Works Director Daniel Hernandez stated staff will evaluate it tomorrow.

City Manager Ricardo Reyes pulled regular agenda item 8 to next regular city council meeting and announced attachment "A" for item 9 was distributed to council and a copy for public viewing was available with the city clerk.

Mayor Pineda requested to pull regular agenda item 10 and bring it back to the next city council meeting in order to study further. Council concurred.

### **CLOSED SESSION**

At 7:15 p.m. Assistant City Attorney Noel Tapia recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation  
Government Code § 54956.9  
Name of case: Tony Davidson v. City of Huntington Park, et al.

At 7:35 p.m. Mayor Pineda reconvened to open session with all Council Members present.

### **CLOSED SESSION ANNOUNCEMENT**

Assistant City Attorney Noel Tapia announced all Council Members recessed into closed session all Council Members present and were briefed on closed session item 1. Item 1.) no action was taken, nothing to report.

### **CONSENT CALENDAR**

**Motion:** Council Member Sanabria moved to approve consent items, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

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

1. Approved Minute(s) of the following City Council Meeting(s):
  - 1-1. Regular City Council Meeting held July 17, 2018; and
  - 1-2. Special City Council Meeting held July 31, 2018.

### **FINANCE**

2. Approved Accounts Payable and Payroll Warrant(s) dated August 21, 2018.
3. Adopted Resolution No. 2018-24, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2018-19 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2018.

### **END OF CONSENT CALENDAR**

### **REGULAR AGENDA**

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

#### **4. Council Appointments to Civil Service Commission**

Council Member Sanabria appointed **Ricardo Ortega** to the Civil Service Commission.

## FINANCE

### 5. Consideration and Approval of an Appropriation for the Liability Internal Service Fund for Fiscal Year (FY) 2017-18 in the Amount of \$280,000

City Manager Ricardo Reyes announced the item and introduced Finance Director Nita McKay who presented the staff report.

**Motion:** Council Member Sanabria moved to approve an appropriation for the Liability Internal Service Fund for Fiscal Year 2017-18 for the following accounts: Contractual Legal Services (745-9031-413.32-70) for \$112,000 and Claims Payments (745-9031-413.52-30) for \$168,000 for a total appropriation of \$280,000, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

## PARKS AND RECREATION

### 6. Consideration and Approval of Activities in Public Places Permit and Fee Waiver Request for the Sam Simon Foundation

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

Council Member Sanabria requested staff advertise more for such events like this.

Mayor Pineda would like to see more outreach for this event.

**Motion:** Council Member Sanabria moved to approve Activities in Public Places Permit for The Sam Simon Foundation, mobile veterinary clinic scheduled for August 24, 27, 28, 30, 31, and September 4, 6, 7, 2018, at Salt Lake Park, Huntington Park, California and approval of facility fee waiver request by The Sam Simon Foundation, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

## POLICE

### 7. Consideration and Approval of an Ordinance of the City Council of the City of Huntington Park, California Amending Sections 4-7.1505 And 4-7.1507 Of Title 4, Chapter 7, Article 15, Of The City of Huntington Park's Municipal Code Relating to Alleys

City Manager Ricardo Reyes announced the item and introduced Chief of Police Cosme Lozano who presented the staff report.

**Motion:** Council Member Sanabria moved to waive first reading and introduce Ordinance No. 2018-966, Amending Sections 4-7.1505 and 4-7.1507 of Title 4, Chapter 7, Article 15, of the Huntington Park Municipal Code relating to alleys and schedule the second reading and adoption of said ordinance at the next regularly city council meeting, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

**Item 8 previously pulled by City Manager Ricardo Reyes to next city council meeting.**

**8. Consideration and Approval for Authorization to Renew Agreement with the City of Vernon for Inmate Housing**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve renewal of agreement with the City of Vernon for Inmate Housing Services; and
2. Authorize City Manager to negotiate and execute agreement.

**PUBLIC WORKS**

**9. Approve Design, Specifications and Advertise for Bids for Various Streets Improvement Project**

City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report and announced Steve Forester with Infrastructure Engineering (IE) was present to answer any questions.

**Motion:** Council Member Sanabria moved to approve design and specifications for the Various Streets Improvement Project, authorize the Public Works Department to advertise for bid, approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project, authorize Staff, under the currently approved Augmentation Contract, to proceed with necessary work (Bid Advertisement, Bid Analysis, Project Management, Construction Management, Inspection, Administration) in compliance with the terms and conditions of the contract and authorize the Public Works Director to submit documents to Metro for project funding associated with Metro funding requirements, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**Item 10 previously pulled by Mayor Pineda to the next regular city council meeting.**

**10. Consideration and Approval of an Ordinance Modifying Sections of the City of Huntington Park's Municipal Code, Title 7 "Public Works," Adding Chapter 4 "Excavations," Adopting a Five (5) Year Pavement Excavation Moratorium Restricting Utility Cuts of Newly Paved Roadways in the Public Right-of-Way**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive first reading and introduce Ordinance No. 2018-967, modifying Title 7 "Public Works," and adding Chapter 4 "Excavations," of the City of Huntington Park's Municipal Code relating to the adoption of a Five (5) Year Pavement Excavation Moratorium restricting utility cuts of newly paved roadways in the public right-of-way; and
2. Schedule the second reading and adoption of said ordinance at the next regular city council meeting.

## COMMUNITY DEVELOPMENT

### 11. Continued from the Special City Council Meeting of August 16, 2018 - Pacific Boulevard Improvement Project Monument and Way Finding Signs

- Discussion and/or Action -

Community Development Director Sergio Infanzon proceeded with recommendations for proposed monument and directory signs along with locations.

After lengthy discussion by Council regarding locations of monuments and directory signs Council requested staff provide Council with more options of locations.

Community Development Director Sergio Infanzon stated staff would do a walk through and make recommendations at a future city council meeting.

**Motion:** Mayor Pineda moved to continue the item to the next city council meeting, seconded by Vice Mayor Macias. Motioned passed 5-0, by one motion.

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

**WRITTEN COMMUNICATIONS** – None.

### **COUNCIL COMMUNICATIONS**

Council Member Manuel “Manny” Avila, wished everyone a good evening.

Council Member Graciela Ortiz, wished everyone a good night.

Council Member Marilyn Sanabria, wished everyone a good night.

Vice Mayor Karina Macias, thanked staff for their efforts with the open streets event, thanked everyone who attended and thanked staff for everything they do.

Mayor Jhonny Pineda, mentioned transportation projects and to reach out to Metro for funding.

### **ADJOURNMENT**

At 8:19 p.m. Mayor Pineda adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, September 4, 2018, at 6:00 P.M.

Respectfully submitted,

---

Donna G. Schwartz, CMC  
City Clerk

## City of Huntington Park List of Funds

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

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
4IMPRINT INC	6553058	111-6020-451.61-35	P&R EVENT SUPPLIES	543.89
				<b>\$543.89</b>
AKIBA LAMBERT	08/08/2018	111-6030-451.33-90	REFEREE FEES	108.00
				<b>\$108.00</b>
AMERICAN CELEBRATIONS	167466	111-6020-451.61-35	P&R EVENT SUPPLIES	105.68
	169054	111-6020-451.61-35	P&R EVENT SUPPLIES	14.88
	171132	111-6020-451.61-35	P&R EVENT SUPPLIES	3.44
	172972	111-6020-451.61-35	P&R EVENT SUPPLIES	250.70
	173192	111-6020-451.61-35	P&R EVENT SUPPLIES	14.99
	173207	111-6020-451.61-35	P&R EVENT SUPPLIES	8.39
	174213	111-6020-451.61-35	P&R EVENT SUPPLIES	20.44
	175561	111-6020-451.61-35	P&R EVENT SUPPLIES	8.65
	179156	111-6020-451.61-35	P&R EVENT SUPPLIES	63.40
	181771	111-6020-451.61-35	P&R EVENT SUPPLIES	267.66
	186719	111-6020-451.61-35	P&R EVENT SUPPLIES	14.20
	190649	111-6020-451.61-35	P&R EVENT SUPPLIES	129.57
				<b>\$902.00</b>
AMERICAN EXPRESS	00004043	111-0110-411.58-19	LODGING-ICA CONFE-K. MACIAS	1,291.46
	40236930	111-0110-411.58-19	LODGING-ICA CONFE-K. MACIAS	497.23
	40290184	111-0110-411.58-23	LODGING-ICA CONFE-G. ORTIZ	1,590.69
	OPSNT_DAZNK	111-0110-411.58-23	ICA CONFERENCE-G. ORTIZ	650.00
	40218622	111-0110-411.58-24	LODGING-ICA CONFE-M. AVILA	1,476.69
	7/18/2018	111-0210-413.59-15	CREDIT-MONTERREY MARRIOT	-211.64
	24224438193	111-0240-466.61-20	CITY NEWSLETTER PRINTING	2,660.32
	000012070002	111-4010-431.54-00	LODGING-APWA-D. HERNANDEZ	629.40
	000012070002	111-4010-431.59-15	LODGING CREDIT-APWA	-634.08
	40237175	111-5010-419.59-15	LODGING EXPENSE ICA CONFE	1,476.69
	OPSNT_DAZPK	111-5010-419.59-15	ICA CONFERENCE REGISTRATION	650.00
	000053031	111-6020-451.61-35	P&R SUPPLIES POOL OPENING	25.23
	03672503	111-6020-451.61-35	P&R MOVIE NIGHT SANDLOT	740.57
	OPSNT_DI9TI	111-7010-421.61-20	NATIONAL NIGHT OUT EXPENSE	699.40
				<b>\$11,541.96</b>
ANIMAL FRIENDS PET HOTEL	350689	111-7030-421.61-20	PD BOARDING SRVCS K-9 KAZ	102.00
	352586	111-7030-421.61-20	PD BOARDING SRVCS K-9 KAZ	76.00
	353798	111-7030-421.61-20	PD BOARDING SRVCS K-9 KAZ	187.00
				<b>\$365.00</b>
ANVIL CONSTRUCTION COMPANY, INC	11764	285-0000-228.75-00	C&D REFUND-6911 S ALAMEDA	30,000.00
				<b>\$30,000.00</b>
ARAMARK UNIFORM & CAREER APPAREL	533474638	741-8060-431.56-41	UNIFORM SERVICE 7/10/18	102.48
	533526103	741-8060-431.56-41	UNIFORM SERVICE 7/31/18	102.48
	533543205	741-8060-431.56-41	UNIFORM SERVICE 8/7/18	102.48
	533560338	741-8060-431.56-41	UNIFORM SERVICE 8/14/18	103.75
				<b>\$411.19</b>
AT&T	7/28/18-8/27/18	111-9010-419.53-10	RAUL PEREZ INTERNET SRVCS	54.25
	8/21/18-9/20/18	111-9010-419.53-10	COMMU CENTER INTERNET SRVCS	64.25
				<b>\$118.50</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T MOBILITY	6/7/18-7/6/18	111-5055-419.53-10	CODE ENFORCE PHONE SRVCS	147.87
	7/7/18-8/6/18	111-5055-419.53-10	CODE ENFORCE PHONE SRVCS	176.33
	6/7/18-7/6/18	239-5055-419.53-10	CODE ENFORCE PHONE SRVCS	147.87
	7/7/18-8/6/18	239-5055-419.53-10	CODE ENFORCE PHONE SRVCS	117.55
				<b>\$589.62</b>
AT&T PAYMENT CENTER	7/10/18-8/9/18	111-7010-421.53-10	PD PHONE SRVC 911 LINES	1,898.66
	8/7/18-9/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.12
	8/7/18-9/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.12
	8/7/18-9/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.12
	8/7/18-9/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.12
	8/7/18-9/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	100.79
	8/7/18-9/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	194.55
	8/7/18-9/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	80.58
				<b>\$2,407.06</b>
BAKHSHI, MICHAEL	23187-6266	681-0000-228.70-00	FINAL BILL REFUND	730.28
				<b>\$730.28</b>
BENEFIT ADMINISTRATION CORPORATION	6027848-IN	111-0230-413.56-41	ADMIN & BANK FEES JULY 18	80.00
				<b>\$80.00</b>
BRYAN ARMENDARIZ	68769/69350	111-0000-228.20-00	DEPOSIT REFUND	500.00
				<b>\$500.00</b>
BURHENN & GEST LLP	3345	111-8030-461.56-42	PROFESSIONAL SRVCS	1,352.18
	3414	111-8030-461.56-42	PROFESSIONAL SRVCS	957.77
	3461	111-8030-461.56-42	PROFESSIONAL SRVCS	354.88
				<b>\$2,664.83</b>
CACEO	200007585	111-5055-419.59-15	CACEO 3 TRAINING CLASS	220.00
	200007605	111-5055-419.59-15	CACEO 3 TRAINING CLASS	525.00
	300008293	111-5055-419.59-15	CACEO MEMBERSHIP RENEWAL	95.00
	200007585	239-5055-419.59-15	CACEO 3 TRAINING CLASS	210.00
				<b>\$1,050.00</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 07/01/2018	802-0000-217.30-10	RETIREMENT BENEFIT	34,506.70
	PPE 07/15/2018	802-0000-217.30-10	RETIREMENT BENEFIT	34,651.43
	PPE 07/01/2018	802-0000-218.10-10	RETIREMENT BENEFIT	61,405.21
	PPE 07/15/2018	802-0000-218.10-10	RETIREMENT BENEFIT	61,382.12
				<b>\$191,945.46</b>
CALIFORNIA GANG INVESTIGATORS ASSOC	814/18-8/17/18	111-7010-421.59-20	PD NATIONAL GANG CONFER	50.00
				<b>\$50.00</b>
CARPENTER ROTHANS & DUMONT LLP	31421	745-9031-413.32-70	3RD PARTY ADMIN SRVCS	170.95
				<b>\$170.95</b>
CELICA QUINONES	00016014	111-6010-451.61-20	PARKING REIMBURSEMENT	2.00
	J00020	111-6010-451.61-20	PARKING REIMBURSEMENT	50.00
				<b>\$52.00</b>
CENTRAL BASIN MWD	HP-JULY18	681-8030-461.41-00	WATER PURCHASE JULY 2018	8,042.65
				<b>\$8,042.65</b>
CHARTER COMMUNICATIONS	0511379080318	111-7010-421.53-10	PD INTERNET 8/01/18-9/12/18	124.98
	0511353080918	111-9010-419.53-10	CH INTERNET 8/19/18-9/18/18	154.97
				<b>\$279.95</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CLINICAL LAB OF SAN BERNARDINO, INC	963890	681-8030-461.42-05	WATER QUALITY TESTING	398.50
				<b>\$398.50</b>
COMMERCIAL TIRE COMPANY	1-147402	741-8060-431.43-20	PURCHASE 3 TIRES UNIT 356	464.99
				<b>\$464.99</b>
COPY SET	3257	287-8057-432.54-00	PW AUTOZONE FLYERS	73.91
				<b>\$73.91</b>
COSME LOZANO	1019408	741-8060-431.62-30	PD VEHICLE FUEL REIMBURSE	40.00
	7/8/2018	741-8060-431.62-30	PD VEHICLE FUEL REIMBURSE	215.55
	9124776	741-8060-431.62-30	PD VEHICLE FUEL REIMBURSE	50.00
	991293	741-8060-431.62-30	PD VEHICLE FUEL REIMBURSE	48.24
				<b>\$353.79</b>
CUMMINGS FAMILY LLC	10161	111-0000-228.70-00	BUSINESS LICENSE REFUND	5.41
				<b>\$5.41</b>
DAILY JOURNAL CORPORATION	B3152288	111-1010-411.54-00	PUBLICATION ORDI 2018-965	75.60
	B3156953	111-1010-411.54-00	PUBLICATION ORDI 2018-965	84.00
	B3152294	111-4010-431.54-00	PUBLICATION NOPH 5 YEAR	504.00
	B3150576	111-5010-419.54-00	NOTICE OF PUBLIC HEARING	205.80
				<b>\$869.40</b>
DAPEER, ROSENBLIT & LITVAK	14505	111-0220-411.32-70	CODE ENFOR LEGAL SRV 4/18	2,542.50
	14823	111-0220-411.32-70	SPECIALIZED LEGAL SRV 7/18	315.00
	14824	111-0220-411.32-70	SPECIALIZED LEGAL SRV 7/18	521.97
				<b>\$3,379.47</b>
DATA TICKET INC.	87215	111-5055-419.56-41	ADMIN CITE PROCESS FEB 18	34.50
	89528	111-5055-419.56-41	ADMIN CITE PROCESS MAY18	25.00
	87215	239-5055-419.56-41	ADMIN CITE PROCESS FEB 18	15.50
	89528	239-5055-419.56-41	ADMIN CITE PROCESS MAY18	25.00
				<b>\$100.00</b>
DATAPROSE, INC.	DP1802327	111-4010-431.54-00	PW FREIGHT SHIPPING	8.52
	DP1802327	111-4010-431.54-00	PW-INSERTS KERMAN FLYERS	79.35
	DP1802327	111-4010-431.54-00	PW-PRINTING KERMAN FLYERS	650.00
	DP1802327	111-4010-431.54-00	TAX CHARGED FOR PW FLYERS	62.56
	DP1802327	246-0298-463.61-20	LEAD 2018 FLYER INSERTS	79.35
	DP1802327	246-0298-463.61-20	LEAD FREIGHT SHIPPING	8.52
	DP1802327	246-0298-463.61-20	LEAD PRINTING FLYERS	650.00
	DP1802327	246-0298-463.61-20	TAX CHARGED LEAD FLYERS	62.56
	DP1802327	681-3022-415.53-20	WATER POSTAGE JULY 2018	1,875.56
	DP1802327	681-3022-415.56-41	WATER BILLS JULY 2018	1,288.10
	DP1802327	681-8030-461.54-00	PW-INSERTS/PRINT CCR 2018	1,207.00
	DP1802327	681-8030-461.54-00	TAX CHARGED PW CCR 2018	227.25

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DAY WIRELESS SYSTEMS	2709_B	111-7010-421.56-41	PD-ANNUAL BILLING 18/19	8,396.00
	451396	111-7010-421.56-41	PD RADIO REPAIR	262.50
	216464	111-7010-421.61-20	PD SINGLE UNIT CHARGERS	804.72
	225999-00	111-7010-421.61-20	PD RADIO CHARGERS	803.87
	451397	111-7010-421.61-20	PD RADIO REPAIR	112.50
				<b>\$10,379.59</b>
DEPARTMENT OF JUSTICE	317159	111-7030-421.56-41	PD FINGERPRINT APPS	352.00
				<b>\$352.00</b>
DF POLYGRAPH	2018/5	111-7010-421.56-41	PD POLYGRAPH EXAMINATIONS	700.00
				<b>\$700.00</b>
DUGMORE AND DUNCAN , INC.	221010	111-8020-431.43-10	PW KEY BLANKS	162.04
	221040	111-8020-431.43-10	PW KEY BLANKS	79.11
				<b>\$241.15</b>
EMERGENCY RESPONSE CRIME SCENE	T2018-712	111-7022-421.56-41	PD CLEANING JAIL CELL	650.00
				<b>\$650.00</b>
ENTERPRISE FM TRUST	FBN3522485	111-7010-421.56-41	PD VEHICLE LEASE CHARGES	308.73
	FBN3522485	226-9010-419.74-20	PD VEHICLE LEASE CHARGES	1,756.12
				<b>\$2,064.85</b>
ERNIE V MARTINEZ	08151812631	741-8060-431.15-20	GEA TOOL ALLOWANCE REIMBUR	400.00
				<b>\$400.00</b>
ESMERALDA MENDEZ	69169/69351	111-0000-228.20-00	DEPOSIT REFUND	500.00
				<b>\$500.00</b>
EVREX CORPORATION	82987	111-5010-419.61-20	COMMU DEV LASER TONER	289.91
				<b>\$289.91</b>
F&A FEDERAL CREDIT UNION	PPE 08/26/2018	802-0000-217.60-40	EMPLOYEE DEDUCTION	11,385.50
				<b>\$11,385.50</b>
FEDEX	3833560883	111-0000-228.20-00	PD SHIPPING CHARGES	129.00
				<b>\$129.00</b>
FERGUSON ENTERPRISES INC	6352465	111-8022-419.43-10	CH WATER HEATER REPLACE	319.17
	6311793	111-8023-451.43-10	REPLACE FLOOR STRAINER	417.22
				<b>\$736.39</b>
FIRST CHOICE SERVICES	615020	111-9010-419.61-20	COFFEE SUPPLIES	195.02
				<b>\$195.02</b>
FM THOMAS AIR CONDITIONING INC	38548	111-8024-421.56-41	PD WATER LEAK REPAIR	827.85
				<b>\$827.85</b>
GARDA CL WEST, INC.	10417111	111-9010-419.33-10	ARMORED TRANSPORT AUG18	701.41
	20317279	111-9010-419.33-10	ARMORED TRANSPORT 7/18	280.21
				<b>\$981.62</b>
GLOBALSTAR USA	10000009613164	111-7010-421.53-10	PD PHONE SRVC CHARGE	82.66
				<b>\$82.66</b>
GOLDEN WEST COLLEGE	9/17/18-10/6/18	111-7010-421.59-20	PD SAFETY DISPATCHER TRAIN	349.00
				<b>\$349.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GORM INC	261148	111-8020-431.43-10	JANITORIAL SUPPLIES	1,897.50
				<b>\$1,897.50</b>
GOVERNMENT FINANCE OFFICERS ASSN.	0152005	111-3010-415.59-15	MEMBERSHIP RENEWAL FEES	595.00
	2888578	111-3010-415.59-15	WEBINAR TRAINING COURSES	85.00
	2888580	111-3010-415.59-15	WEBINAR TRAINING COURSES	85.00
	2888581	111-3010-415.59-15	WEBINAR TRAINING COURSES	85.00
				<b>\$850.00</b>
GRAINGER	9832786504	741-8060-431.61-20	DRUM SPILL CONTAINER	1,625.62
	9832786512	741-8060-431.61-20	PURCHASE CUTTING WHEEL	106.17
	9833074454	741-8060-431.61-20	PURCHASE TAP & DIE SET	190.18
				<b>\$1,921.97</b>
HASA, INC.	607306	681-8030-461.41-00	HYPOCHLORITE PURCHASE	268.06
	607307	681-8030-461.41-00	HYPOCHLORITE PURCHASE	142.40
	607308	681-8030-461.41-00	HYPOCHLORITE PURCHASE	125.65
	607309	681-8030-461.41-00	HYPOCHLORITE PURCHASE	167.54
	607310	681-8030-461.41-00	HYPOCHLORITE PURCHASE	335.07
	609658	681-8030-461.41-00	HYPOCHLORITE PURCHASE	167.54
	609659	681-8030-461.41-00	HYPOCHLORITE PURCHASE	221.15
	609660	681-8030-461.41-00	HYPOCHLORITE PURCHASE	365.23
	609661	681-8030-461.41-00	HYPOCHLORITE PURCHASE	266.38
	610985	681-8030-461.41-00	HYPOCHLORITE PURCHASE	335.07
	610986	681-8030-461.41-00	HYPOCHLORITE PURCHASE	167.54
	610987	681-8030-461.41-00	HYPOCHLORITE PURCHASE	263.03
	610988	681-8030-461.41-00	HYPOCHLORITE PURCHASE	145.76
	611824	681-8030-461.41-00	HYPOCHLORITE PURCHASE	169.21
	611825	681-8030-461.41-00	HYPOCHLORITE PURCHASE	157.48
	611826	681-8030-461.41-00	HYPOCHLORITE PURCHASE	167.54
	611827	681-8030-461.41-00	HYPOCHLORITE PURCHASE	95.49
	612833	681-8030-461.41-00	HYPOCHLORITE PURCHASE	174.24
	612834	681-8030-461.41-00	HYPOCHLORITE PURCHASE	184.29
	612835	681-8030-461.41-00	HYPOCHLORITE PURCHASE	180.94
612836	681-8030-461.41-00	HYPOCHLORITE PURCHASE	276.43	
				<b>\$4,376.04</b>
HAZEL BRICENO	7/26/18-8/2/18	111-6030-451.33-90	REFERREE FEES	324.00
				<b>\$324.00</b>
HILDA ESTRADA	015	111-1010-411.56-41	TRANSLATION SRV 4/18-6/18	5,250.00
				<b>\$5,250.00</b>
HINDERLITER DE LLAMAS & ASSOCIATES	0029655-IN	111-9010-419.56-41	SRVCS SALES TAX 3 QUARTER	1,927.79
				<b>\$1,927.79</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HOME DEPOT - PUBLIC WORKS	1263061	111-8010-431.61-21	STREET OPERATIONS	13.75
	7263207	111-8022-419.43-10	GENERAL GOV BUILDINGS	123.09
	263182	111-8023-451.43-10	PARK BUILDINGS	39.31
	7263205	111-8023-451.43-10	PARK BUILDINGS	199.01
	1263169	111-8023-451.61-20	SPLASH PAD EXPENSES	148.25
	2263048	111-8023-451.61-20	SPLASH PAD EXPENSES	515.01
	2263248	111-8023-451.61-20	SPLASH PAD EXPENSES	244.61
	2263256	111-8023-451.61-20	SPLASH PAD EXPENSES	19.56
	3263233	111-8023-451.61-20	SPLASH PAD EXPENSES	116.64
	7263117	111-8023-451.61-20	SPLASH PAD EXPENSES	170.03
	8263198	111-8023-451.61-20	SPLASH PAD EXPENSES	134.69
	1263266	111-8024-421.43-10	POLICE BUILDINGS	54.15
	1263267	111-8024-421.43-10	POLICE BUILDINGS	29.50
	4263222	535-8016-431.61-45	STREET LIGHTING	19.34
	6574688	535-8016-431.61-45	STREET LIGHTING	161.65
	5263138	535-8090-452.61-20	STREET TREES/LANDSCAPING	59.97
	5263137	741-8060-431.43-20	FLEET EXPENSES	522.32
	7263206	741-8060-431.43-20	FLEET EXPENSES	126.93
				<b>\$2,697.81</b>
HOME DEPOT U.S.A. INC.	7/1/17-12/30/17	111-3010-465.56-32	SALES TAX ALLOCATION	120,735.85
				<b>\$120,735.85</b>
HOSE-MAN, INC.	4167751-0001-04	535-8090-452.61-20	PW WATER HOSE NOZZLES	174.92
				<b>\$174.92</b>
IBE DIGITAL	417012	111-9010-419.44-10	CITY CLERK COPIER TONERS	16.43
				<b>\$16.43</b>
INFRASTRUCTURE ENGINEERS	23317	207-8016-429.73-10	ENGIN SRVCS -JULY 2018	10,175.00
	23197	209-8010-431.73-10	SIGNAL SYNCHRO/BUS SPEED	3,866.40
	23317	209-8010-431.73-10	ENGIN SRVCS -JULY 2018	2,713.00
	23266	222-8010-431.73-10	CM & INSPECTION SRVCS	5,184.40
	23284	229-7010-421.74-10	ANNEX RENOVATION PHASE 1	1,651.20
				<b>\$23,590.00</b>
INTERNATIONAL INSTITUTE OF	ID # 37773	111-1010-411.59-15	ANNUAL MEMBERSHIP RENEWAL	125.00
				<b>\$125.00</b>
ITRON, INC.	492965	681-3022-415.56-41	SOFTWARE MAINTENANCE	658.01
				<b>\$658.01</b>
JDS TANK TESTING & REPAIR INC	12149	741-8060-431.43-20	MONTHLY TANK TESTING 8/18	135.00
	12226	741-8060-431.43-20	TRI-ANNUAL UST SB989 TEST	1,395.00
				<b>\$1,530.00</b>
JESUS DE LA CRUZ	02411	111-6010-451.59-15	PARKING REIMBUR CPRS CONF	15.00
	02067	111-6030-451.33-90	PARKING REIMBUR CPRS CONF	15.00
				<b>\$30.00</b>
JOBS AVAILABLE INC	18-02	111-0230-413.54-00	SUBSCRIPTION RENEWAL	45.00
				<b>\$45.00</b>
JOEL GORDILLO	JULY-2018	111-1010-411.56-41	VIDEOGRAPHER JULY 2018	1,650.00
				<b>\$1,650.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JONATHAN ZAPIEN	300008202	111-5055-419.59-15	CACEO MEMBERSHIP	47.50
	8/13/18-8/17/18	111-5055-419.59-15	MEAL & MILEAGE REIMBURSEM	311.12
	300008202	239-5055-419.59-15	CACEO MEMBERSHIP	47.50
	8/13/18-8/17/18	239-5055-419.59-15	MEAL & MILEAGE REIMBURSEM	77.78
				<b>\$483.90</b>
JOSEPH B CAIN	08/04/2018	111-6030-451.33-90	REFEREE FEES	108.00
				<b>\$108.00</b>
JUAN GRAVES	7/31/18-8/7/18	111-6030-451.33-90	REFEREE FEES	216.00
				<b>\$216.00</b>
JULIO QUINONEZ	03625826	111-8020-431.15-20	GEA TOOL ALLOWANCE REIMBUR	26.27
	03637460	111-8020-431.15-20	GEA TOOL ALLOWANCE REIMBUR	7.64
	372217	111-8020-431.15-20	GEA TOOL ALLOWANCE REIMBUR	17.91
	372217	111-8023-451.15-20	GEA TOOL ALLOWANCE REIMBUR	200.00
				<b>\$251.82</b>
KEVIN AGUILAR	8/13/18-8/17/18	111-5055-419.59-15	MEAL & MILEAGE REIMBURSEM	110.22
	8/13/18-8/17/18	239-5055-419.59-15	MEAL & MILEAGE REIMBURSEM	27.56
				<b>\$137.78</b>
KEYSTONE UNIFORM DEPOT	700017025	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	5.50
	700017026	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	70.55
	700017210	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	55.11
	700017277	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	579.83
	700017278	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	55.11
	700017408	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	55.13
				<b>\$821.23</b>
KIM'S DESIGN & LIQUIDATION, LLC	00080718-1	111-8022-419.43-10	CUBICLES FOR CITY HALL	1,950.00
				<b>\$1,950.00</b>
KITTRICH CANOPY	HUNPAR0720	111-6020-451.61-35	P&R-CANOPY EVENT SUPPLIES	2,518.50
				<b>\$2,518.50</b>
KLIMT CONSULTING, LLC	002	239-0260-463.56-41	JULY 18 ADMIN SRVCS CDBG	11,077.50
	002	242-0260-463.56-41	JULY 18 ADMIN SRVCS HOME	1,732.50
	002	246-0298-463.56-41	JULY 18 ADMIN SRVCS LEAD	2,415.00
				<b>\$15,225.00</b>
KONICA MINOLTA BUSINESS SOLUTIONS	253439661	111-0110-411.43-05	COUNCIL COPIER JULY 2018	104.51
	253439661	111-0210-413.43-05	ADMIN COPIER JULY 2018	104.51
	253261826	111-7010-421.44-10	PD JAIL COPIER JULY 2018	138.40
	253262003	111-7010-421.44-10	PD ANNEX COPIER JULY 2018	66.17
	253439583	111-7010-421.44-10	PD PATROL COPIER JULY 2018	209.02
	253439651	111-7010-421.44-10	PD ADMIN COPIER JULY 2018	209.02
	253439470	111-7030-421.44-10	PD DETECTIVE COPIER JULY 2018	296.88
	253439763	111-7040-421.44-10	PD RECORDS COPIER JULY 2018	377.06
	253439936	111-7040-421.44-10	PD RECORDS COPIER JULY 2018	296.88
	253439473	111-9010-419.43-15	FIN LTOP AGREEMENT 7/18	357.56
	253439582	111-9010-419.43-15	FIN LTOP AGREEMENT 7/18	278.76
KREIGER SALES & SERVICE	11354	741-8060-431.43-20	REPLACED MOTOR UNIT 206	1,949.03
				<b>\$1,949.03</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LA COUNTY SHERIFF'S DEPT	190078BL	111-7022-421.56-41	INMATE MEAL SRVC 7/2018	970.15
				<b>\$970.15</b>
LAN WAN ENTERPRISE, INC	61448	111-6010-451.56-41	PW PRINTER ADAPTER	45.28
	61342	111-7010-421.56-41	PD CISCO SWITCHES RENEWAL	1,781.58
				<b>\$1,826.86</b>
LB JOHNSON HARDWARE CO #1	698714	111-8023-451.43-10	PLUMBING SUPPLIES	38.24
	698902	111-8023-451.43-10	PAD LOCKS FOR PEREZ PARK	140.13
	698751	111-8023-451.61-20	JANITORIAL SUPPLIES	135.43
	698774	111-8024-421.43-10	RIVETS FOR POLICE DEPT	19.70
	698775	111-8024-421.43-10	PURCHASE RIVET GUN	54.74
	697424	219-0250-431.43-21	SUPPLIES SHUTTLE UNIT 004	48.11
	697434	219-0250-431.43-21	TWO CANS LUBE OIL SHUTTLE	10.93
	698691	287-8055-432.61-20	SUPPLIES REPLACE POSTERS	77.83
	697472	535-8090-452.61-20	PRIMER IRRIGATION FITTING	13.51
				<b>\$538.62</b>
LEE ANDREWS GROUP, INC	2018212	111-0210-413.56-41	PROFESSIONAL SERVICES	1,143.75
				<b>\$1,143.75</b>
LEGAL SHIELD	143713	802-0000-217.60-50	MONTHLY PREMIUM AUG2018	80.70
				<b>\$80.70</b>
LGP EQUIPMENT RENTALS INC	106119	111-8010-431.44-10	PRESSURE WASHER RENTAL	97.71
				<b>\$97.71</b>
LIDIA DEL CARMEN ESCOBEDO	HP050009040	111-0000-342.40-00	CITATION REFUND	145.00
				<b>\$145.00</b>
LUCKY TOURS CHARTER INC	2291	219-0250-431.57-70	P&R SENIOR TRIP 08/08/18	650.00
				<b>\$650.00</b>
LUIS ALFREDO OCHOA	8/2/18-8/7/18	111-6030-451.33-90	REFEREE FEES	324.00
				<b>\$324.00</b>
MCMMASTER-CARR SUPPLY CO.	70297487	111-8020-431.43-10	ELECTRICAL SHOP FANS	1,336.95
				<b>\$1,336.95</b>
MIGUEL LEAL	7683	111-4010-431.15-25	GEA BOOT ALLOWANCE REIMB	10.00
	7683	111-8010-431.15-25	GEA BOOT ALLOWANCE REIMB	20.00
	7683	111-8020-431.15-25	GEA BOOT ALLOWANCE REIMB	20.00
	7683	220-8010-431.15-25	GEA BOOT ALLOWANCE REIMB	10.00
	7683	221-8010-431.15-25	GEA BOOT ALLOWANCE REIMB	18.92
	7683	221-8012-429.15-25	GEA BOOT ALLOWANCE REIMB	70.00
				<b>\$148.92</b>
MIRACLE PLAYGROUND SALES	22138	114-6010-451.56-41	SPLAS PAD EQUIPMENT	1,444.38
				<b>\$1,444.38</b>
MR. HOSE INC.	142832	111-8023-451.61-20	HOSES FOR SPLASH PAD	143.00
				<b>\$143.00</b>
MURILLO, JUVENTINO	19845-23714	681-0000-228.70-00	FINAL BILL REFUND	130.51
				<b>\$130.51</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MYRNA PATRICIA GASTELUM	7/31/18	111-6030-451.33-90	REFEREE FEES	108.00
				<b>\$108.00</b>
NACHO'S LOCK & KEY SERVICE	14200	111-8022-419.43-10	CH MASTER LOCK KEYS	1,320.31
				<b>\$1,320.31</b>
NATION WIDE RETIREMENT SOLUTIONS	PPE 08/26/2018	802-0000-217.40-10	EMPLOYEE DEFERRED COMP	16,388.00
				<b>\$16,388.00</b>
NCM AUTOMOTIVE SOLUTIONS LLC	JULY-18	741-8060-431.43-20	PD VEHICLE CAR WASH 7/18	781.50
	JUNE-18	741-8060-431.43-20	PD VEHICLE CAR WASH 6/18	280.00
				<b>\$1,061.50</b>
O'REILLY AUTO PARTS	2959-382367	219-0250-431.43-21	AIR FILTER FOR UNIT 004	19.43
	2959-382768	219-0250-431.43-21	BRAKE PADS FOR UNIT 004	119.64
	2959-384459	219-0250-431.43-21	AIR FILTER FOR UNIT 001	118.16
	2959-385003	219-0250-431.43-21	IDLER PULLEY FOR UNIT 003	34.35
	2959-385026	219-0250-431.43-21	AIR FILTER FOR UNIT 003	19.43
	2959-385033	219-0250-431.43-21	OIL ADDITIVE SHOP SUPPLY	85.34
	2959-385176	219-0250-431.43-21	MICRO-V BELT FOR UNIT 003	22.93
	2959-398073	219-0250-431.43-21	BRAKE PADS/AIR FILER #003	257.46
	2959-398373	219-0250-431.43-21	AIR FILTER FOR UNIT # 004	19.43
	2959-402666	219-0250-431.43-21	DISC PAD/AIR FILTER # 001	130.69
	2959-403010	219-0250-431.43-21	AIR FILTER FOR UNIT # 960	19.43
	2959-405904	219-0250-431.43-21	REFLECT TAPE&SHIELD #941	61.30
	2959-409995	219-0250-431.43-21	AIR FILTER FOR UNIT # 002	19.43
OK PRINTING DESIGN & DIGITAL PRINT	941	111-1010-411.61-20	CITY CLERK BUSINESS CARDS	46.90
	963	111-5010-419.61-20	COM DEV NCR 3 PARTS BOOKS	158.55
	937	111-7010-421.61-20	PD BROCHURE SRMET	267.87
				<b>\$473.32</b>
PABLO CARBAJAL	68473/69358	111-0000-228.20-00	DEPOSIT REFUND	115.00
				<b>\$115.00</b>
PARAMOUNT ICELAND INC.	69292/69542	111-6060-466.33-20	CONTRACT INSTRUCTOR	127.20
				<b>\$127.20</b>
PARS	40804	111-9010-419.56-41	PARS ARS FEES JUNE 2018	480.84
	40877	217-3010-413.56-41	PARS REP FEES JUNE 2018	2,251.01
				<b>\$2,731.85</b>
PEERLESS MATERIALS COMPANY	72636	221-8012-429.61-20	RAGS PAINT CLEAN UP T. C.	240.90
				<b>\$240.90</b>
PRAXAIR	84249323	111-8020-431.43-10	PURCHASE CUTTING TORCH	332.55
				<b>\$332.55</b>
PRESS TELEGRAM CLASSIFIED	0000383847	239-5060-463.54-00	ROP ADVERTISING0011119510	2,057.50
	0000389312	239-5060-463.54-00	CLASSIFIED ADVERTISING	2,477.28
				<b>\$4,534.78</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PRUDENTIAL OVERALL SUPPLY	52157543	111-6010-451.56-41	MAT CLENING SRVC 8/7/18	129.02
	52158389	111-7010-421.56-41	PD MAT CLEANING SRVC	21.28
	52163206	111-7010-421.56-41	PD MAT CLEANING SRVC	21.28
	52149234	111-8022-419.43-10	MAT SRVCS 7/12/18	31.20
	52153794	111-8022-419.43-10	MAT SRVCS 7/26/18	31.20
				<b>\$233.98</b>
PSYCHOLOGICAL CONSULTING ASSOC, INC	523380	111-7022-421.56-41	PD PRE EMPLOYMENT EVALUAT	400.00
				<b>\$400.00</b>
PURCHASE POWER	08/12/2018	111-7040-421.56-41	PD POSTAGE FEES	1,029.31
				<b>\$1,029.31</b>
QUALITY LOGO PRODUCTS, INC	412671	111-6020-451.61-35	P&R EVENTS SUPPLIES	995.46
				<b>\$995.46</b>
READYREFRESH	08H0034574871	111-7010-421.61-20	PD DRINKING WATER	315.41
				<b>\$315.41</b>
RENE RUBALCAVA	2474972806	111-6010-451.61-20	TOLL ROADS REIMBURSEMENT	40.71
				<b>\$40.71</b>
RG INDUSTRIES,LLC	031653	681-8030-461.43-30	MOTOR STARTER DEVICE	969.08
				<b>\$969.08</b>
RICOH AMERICAS CORP	60132526	111-6010-451.56-41	P&R COPIER LEASE AUG 2018	239.76
				<b>\$239.76</b>
RIO HONDO COLLEGE	X18-122-ZHPK	111-7010-421.59-20	ENROLLMENT FEES	18.40
				<b>\$18.40</b>
ROBERT MORENO	7/28/18	111-6030-451.33-90	REFEREE FEES	108.00
				<b>\$108.00</b>
ROSA GARCIA	66833/69359	111-0000-228.20-00	DEPOSIT REFUND	250.00
				<b>\$250.00</b>
SAFETY KLEEN	76166932	741-8060-431.43-20	BRAKE CLEANER & PARTS	498.23
	76889910	741-8060-431.43-20	BRAKE CLEANER & PARTS	498.23
	77499869	741-8060-431.43-20	ANTIFREEZE/USED OIL REMOV	254.00
				<b>\$1,250.46</b>
SC FUELS	3668153	741-8060-431.62-30	PURCHASE OF FUEL	24,262.32
				<b>\$24,262.32</b>
SCHAEFFER MANUFACTURING COMPANY	LP1716-INV1	741-8060-431.62-30	55 GAL DRUM 5W 30 OIL	1,105.98
				<b>\$1,105.98</b>
SHELL FLEET PLUS	000079043758808	741-8060-431.62-30	PD FUEL PURCHASE	755.70
				<b>\$755.70</b>
SMART & FINAL	041328	111-6020-451.61-35	P&R AFTER SCHOOL SUPPLIES	99.49
	041342	111-6020-451.61-35	P&R AFTER SCHOOL SUPPLIES	49.22
	059716	111-6020-451.61-35	P&R AFTER SCHOOL SUPPLIES	66.32
	059058	111-6060-466.61-20	P&R AFTER SCHOOL SUPPLIES	194.79
	57097	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	103.43
				<b>\$513.25</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTH COAST AIR QUALITY MGMT DISTR.	3306905	741-8060-431.42-05	LIQUID FUEL DISPENSING	647.31
	3308465	741-8060-431.42-05	LAST YEAR EMISSION FEES	131.79
				<b>\$779.10</b>
SOUTHERN CALIFORNIA EDISON	7/7/18-8/16/18	111-8020-431.62-10	6900 SERVICE ACCOUNTS	2,537.69
	7/6/18-8/6/18	111-8024-421.62-10	6542 & 6538 MILES AVE	9,433.86
	7/6/18-8/6/18	221-8014-429.62-10	SERVICE 55TH ST & PACIFIC T.S.	48.35
				<b>\$12,019.90</b>
SPARKLETTS	15142085081618	111-0110-411.66-05	COUNCIL DRINKING WATER	90.13
	15142085081618	111-0210-413.61-20	ADMIN DRINKING WATER	90.13
	15142085081618	111-0230-413.61-20	HR DRINKING WATER	12.33
	15142085081618	111-1010-411.61-20	CITY CLERK DRINKING WATER	13.63
	15142085081618	111-3010-415.61-20	FINANCE DRINKING WATER	58.57
	15142085081618	111-4010-431.61-20	PW ENGIN DRINKING WATER	41.90
	15142085081618	111-5010-419.61-20	COMMU DEV DRINKING WATER	83.78
	15142085081618	111-6010-451.56-41	P&R S. LAKE DRINKING WATER	100.75
	15142085081618	111-8020-431.61-20	PW ADMIN DRINKING WATER	131.42
15142085081618	741-8060-431.43-20	PW YARD DRINKING WATER	3.57	
				<b>\$626.21</b>
ST FRANCIS, LLC.	1661046	221-8014-429.56-41	T.S. MAINTENANCE 7/2018	4,608.00
	1661047	221-8014-429.56-41	T.S. RESPONSES 7/2018	2,521.50
				<b>\$7,129.50</b>
STACY MEDICAL CENTER	3160-27696	111-7022-421.56-15	PRE-BOOKING EXAM	1,595.00
	3160-27839	111-7022-421.56-15	PRE-BOOKING EXAM	1,345.00
				<b>\$2,940.00</b>
STAPLES ADVANTAGE	8050911450	111-0210-413.61-20	CM OFFICE SUPPLIES	343.72
	8050911450	111-0230-413.61-20	HR OFFICE SUPPLIES	404.35
	8050911450	111-1010-411.61-20	CITY CLERK OFFICE SUPPLIES	389.58
	8050911450	111-5010-419.61-20	COMMU DEV OFFICE SUPPLIES	227.23
	8050911450	111-6010-451.61-20	P&R OFFICE SUPPLIES	593.47
	8050911450	111-7010-421.61-20	PD ADMIN OFFICE SUPPLIES	161.34
	8050911450	111-7022-421.61-27	PD JAIL OPERATION SUPPLIES	3,363.55
	8050911450	111-7030-421.61-20	PD INVESTIGATION SUPPLIES	76.89
	8050911450	111-8020-431.61-20	PW ADMIN OFFICE SUPPLIES	97.49
8059011450	246-0298-463.59-15	COMMU DEV LEAD SUPPLIES	341.85	
				<b>\$5,999.47</b>
SUPERION, LLC	212800	111-9010-419.43-15	MONTHLY MAINTENANCE 9/18	11,076.69
				<b>\$11,076.69</b>
T2 SYSTEMS CANADA INC.	INVSTD000040969	231-8010-415.61-20	PAPER FOR PAY STATIONS	1,315.76
				<b>\$1,315.76</b>
THE GAS COMPANY	7/9/18-8/7/18	111-8020-431.62-10	VARIOUS LOCATIONS	52.69
	7/9/18-8/7/18	111-8022-419.62-10	VARIOUS LOCATIONS	52.69
	7/9/18-8/7/18	111-8023-451.62-10	VARIOUS LOCATIONS	216.39
	7/5/18-8/3/18	111-8024-421.62-10	SRVC 6538 MILES & ANNEX	83.88
	7/9/18-8/7/18	111-8024-421.62-10	VARIOUS LOCATIONS	403.05
				<b>\$808.70</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TIME CLOCK SALES & SERVICE CO, INC	F146688.1	111-7040-421.61-31	PD MAINTENANCE RECORDS	85.00
				<b>\$85.00</b>
TOWN HALL STREAMS	9146	111-1010-411.56-41	COUNCIL ONLINE STREAMING	300.00
				<b>\$300.00</b>
TRIMMING LAND CO INC	10647	231-8010-415.56-41	TREE TRIMMING4/16-5/11/18	12,000.00
	10895	231-8010-415.56-41	TREE TRIMMING SRVCS 7/18	2,333.33
	10647	535-8090-452.56-60	TREE TRIMMING4/16-5/11/18	27,815.00
	10895	535-8090-452.56-60	TREE TRIMMING SRVCS 7/18	10,341.67
				<b>\$52,490.00</b>
U.S. BANK	PPE 08/26/2018	802-0000-217.30-20	PARS EMPLOYEE DEDUCTION	1,746.51
	PPE 08/26/2018	802-0000-217.30-20	PART TIME EMPLOYEE DEDUCT	2,194.02
	PPE 08/26/2018	802-0000-218.10-05	PARS EMPLOYER CONTRIBUTIO	14,530.94
				<b>\$18,471.47</b>
U.S. HEALTH WORKS	3377419-CA	111-0230-413.56-41	PRE-EMPLOYMENT PHYSICALS	1,193.00
	3380879-CA	111-0230-413.56-41	PRE-EMPLOYMENT PHYSICALS	665.00
				<b>\$1,858.00</b>
UNDERGROUND SERVICE ALERT OF SO CAL	720180127	221-8014-429.56-41	SERVICE ALERTS JULY 2018	254.20
				<b>\$254.20</b>
UNITED STATES TREASURY	22025	219-0250-431.43-21	AC SRVC ON UNIT 963	815.68
				<b>\$815.68</b>
VERIZON WIRELESS	9811942364	111-6010-419.53-10	PW & SPLASH FLEX 7/2/18-8/1/18	38.01
	9811942364	111-8010-431.53-10	PW & SPLASH FLEX 7/2/18-8/1/18	870.06
	9811942364	681-8030-461.53-10	PW & SPLASH FLEX 7/2/18-8/1/18	76.02
				<b>\$984.09</b>
VICTOR SMOG TEST CENTER	40602	741-8060-431.43-20	SMOG TEST FOR UNIT 191	33.00
	40604	741-8060-431.43-20	SMOG TEST FOR UNIT 274	33.00
	40611	741-8060-431.43-20	SMOG TEST FOR UNIT 348	33.00
	40615	741-8060-431.43-20	SMOG TEST FOR UNIT 355	33.00
	40617	741-8060-431.43-20	SMOG TEST FOR UNIT 197	33.00
	40621	741-8060-431.43-20	SMOG TEST FOR UNIT 370	33.00
	40626	741-8060-431.43-20	SMOG TEST FOR UNIT 180	33.00
	40631	741-8060-431.43-20	SMOG TEST FOR UNIT 199	33.00
	40655	741-8060-431.43-20	SMOG TEST FOR UNIT 349	33.00
	40657	741-8060-431.43-20	SMOG TEST FOR UNIT 340	33.00
	40672	741-8060-431.43-20	SMOG TEST FOR UNIT 917	33.00
	40677	741-8060-431.43-20	SMOG TEST FOR UNIT 273	33.00
	40689	741-8060-431.43-20	SMOG TEST FOR UNIT 914	33.00
	40697	741-8060-431.43-20	SMOG TEST FOR UNIT 961	33.00
	40708	741-8060-431.43-20	SMOG TEST FOR UNIT 128	33.00
	40710	741-8060-431.43-20	SMOG TEST FOR UNIT 882	33.00
	40937	741-8060-431.43-20	SMOG TEST FOR UNIT 908	33.00
				<b>\$561.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
9-4-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VISION SERVICE PLAN-CA	8/15/2018	802-0000-217.50-30	SERVICE PLAN SEPT 2018	184.40
				<b>\$184.40</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S110789199.001	111-8022-419.43-10	CH SERVER ROOM SPLIT AC	185.78
	S110755289.001	111-8024-421.43-10	PD LED LIGHT REPLACEMENT	93.08
				<b>\$278.86</b>
WAXIE SANITARY SUPPLY	77647387	111-8023-451.43-10	SUPPLIES FOR REC DEPT	332.44
				<b>\$332.44</b>
WELLS FARGO	2443106JM2DK0HB	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	13.98
	2469216JM2X4FZ5	111-0110-411.61-20	COUNCIL OFFICE EXPENSE	2.18
	2469216JW2XXY4K	111-0110-411.61-20	COUNCIL OFFICE EXPENSE	14.22
	7/27/18	111-0110-411.61-20	FIN CHARGE & CASH ADVANCE	250.65
	2426975JPS66FR9	111-0110-411.66-05	COUNCIL MEETING EXPENSE	119.19
	2444500K0EJ6MFX	111-0110-411.66-05	COUNCIL MEETING EXPENSE	11.41
	2444500K4EJ4FLQ	111-0110-411.66-05	COUNCIL MEETING EXPENSE	8.58
	2449215K4615EHJ	111-0110-411.66-05	COUNCIL MEETING EXPENSE	75.25
	2475542JJ7KYEDK	252-7010-421.59-15	ABC TRAINING-PD FUENTES	539.94
	2475542JJ7KYEDL	252-7010-421.59-15	ABC TRAINING-PD MARETTI	539.94
				<b>\$1,575.34</b>
WELLS FARGO BANK-FIT	PPE 08/26/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	48,411.05
				<b>\$48,411.05</b>
WELLS FARGO BANK-MEDICARE	PPE 08/26/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,030.35
				<b>\$7,030.35</b>
WELLS FARGO BANK-SIT	PPE 08/26/2018	802-0000-217.20-20	STATE TAX DEPOSIT	18,016.10
				<b>\$18,016.10</b>
WEST GOVERNMENT SERVICES	838675921	111-7030-421.56-41	PD INVESTIGATION SRVCS	624.00
	838762885	111-7030-421.56-41	PD LIBRARY PLAN CHARGES	58.04
				<b>\$682.04</b>
YASMIN CRUZ	68821/69305	111-6060-466.33-20	CONTRACT INSTRUCTOR	456.00
	68823/69300	111-6060-466.33-20	CONTRACT INSTRUCTOR	638.40
	68860/69392	111-6060-466.33-20	CONTRACT INSTRUCTOR	486.40
	69276/69390	111-6060-466.33-20	CONTRACT INSTRUCTOR	152.00
				<b>\$1,732.80</b>
YAZMIN CHAVEZ	7/31/18	111-0230-413.61-20	INTERVIEW EXPENSE REIMBURSE	29.53
	84001624274	111-0230-413.61-20	INTERVIEW EXPENSE REIMBURSE	6.67
	883150	111-0230-413.61-20	INTERVIEW EXPENSE REIMBURSE	60.00
				<b>\$96.20</b>
ZUMAR INDUSTRIES, INC.	0178262	221-8012-429.61-20	MATERIAL TRAFFIC MARKINGS	1,975.68
				<b>\$1,975.68</b>
				<b>\$757,221.30</b>



**CITY OF HUNTINGTON PARK**  
City Council

August 23, 2018

Ms. Teresa Wong  
Project Manager, Metro  
One Gateway Plaza. M/S 99-22-4  
Los Angeles, CA 90012

**RE: Comments on Rescoped West Santa Ana Branch Light Rail Corridor Project**

Dear Ms. Wong:

The City of Huntington Park strongly supports the development of a modern, efficient, environmentally friendly transit line from Artesia to Union Station (Alternative E). At the same time, we have several concerns we would like addressed in the environmental studies.

Our population density has grown vigorously during the last two decades creating a unique set of circumstances and challenges that need to be addressed through environmental studies. The WSAB corridor is the first Metro sponsored project that has multiple jurisdictions sharing station areas. To ensure success, the impacts of all jurisdictions associated with a station area must be coordinated addressing the specific needs and challenges the project will create.

**NOISE AND AIR QUALITY**

As one of several environmental justice communities along the corridor, we are adjacent to major industries and transportation corridors. The poor quality of our air has been well documented. Thus it is critical that both the transit system and construction, be implemented in a manner that reduces pollution and enhances our air quality. Because of the close proximity to our densely populated residential and commercial uses around the proposed light rail transit line, the City requests that noise and air impacts be evaluated and monitored during construction and after the transit line is fully operational.

The corridor has the highest concentration of industries in the county and the City of Huntington Park is surrounded by it. This concentration not only affects air quality during manufacturing, but also the transportation of products from the ports, warehouses and factories to their ultimate destinations. This goods movement is critical to the economic vitality of the area. Hindering the goods movement, impacts business, individuals and air quality.

#### SUSTAINABLE ENERGY

The demand for energy and the environmental issues related to the creation, transmission and use of energy impacts our community. Power lines, by several different jurisdictions run the corridor, creating competition for power sources and use. How will it be determined which power source the transit system uses? Thus it is important that the transit system and its construction use energy efficient or self-generating power.

The design of the transit system affects its impacts upon our residential neighborhoods. The line runs adjacent to several historic single family residential neighborhoods that need to be protected from incursion, noise, visual impacts and vibration.

#### SAFETY AND SECURITY

The proposed light rail transit line should be designed in a manner that provides safety to riders and the local community. The Green Line and Blue Line stations near the corridor are the site of several crimes and homeless encampments. They are not designed in a manner to create linkages with the community. To ensure the safety of our community, and our riders, the design needs to be done to ensure visibility and connectivity. The stations and the surrounding areas to the stations should be well lit to provide safety for the riders at nighttime and deter criminal activities.

The City requests that Metro evaluate safety concerns commonly associated with train systems. Common safety concerns include transient loitering, theft, graffiti, and violent crimes. Mitigation measures should be evaluated and addressed in the physical design and operation of the rail line.

Based on data and statistics from other METRO's projects, we anticipate an increase of criminal-related activities around the stations. This will increase the need for the City to budget and appropriate financial resources to add policing services. Therefore, the City would like to discuss with METRO the possibility of signing a Memorandum of Understanding, between the two entities, to get reimbursed for the additional costs to provide those services.

One more major safety concern is associated to the large population of students that the City has. Currently Huntington Park has 33 schools in its list of academic institutions and every day we have, in a small area of 3.03 miles, thousands of students walking, bicycling or being transported to these schools. The City requests for the those leading the environmental study to coordinate with the local Public Works and Community Development Departments to make sure all pertaining information and data is available to redesign or update the existing safe routes to schools to protect the students and all pedestrians.

The City is also requesting to include all safety measures when designing the stations, the surrounding areas close to the line, and during the construction phase to mitigate any potential risk associated to the foot traffic caused by the students/parents in their way to or from school.

### CONNECTIVITY

The City requests for the environmental study to analyze and establish a network of open spaces that connects the neighborhood to all currently existing proposed transit projects, such as the I-710 widening project, First and Last Mile, Rails to River, ATP and other proposed transit projects.

### HOUSING AND NEW DEVELOPMENT

Operation of the transit line will attract new development, as demonstrated by almost every line that has been built in LA County. That demand will have several impacts to our existing community and its environment. Following are some of the concerns and challenges for the community of Huntington Park:

1. There will be an increased demand for electrical, sewer, water, data, and land. The city is currently at capacity.
2. Parking demand will increase. The city is currently at capacity and in need of providing street parking for its residents. Any parking space needed by the project and utilized by it will have to be replaced in a one to one basis to keep up with the current demand. The City requests for the environmental study to analyze the existing need of parking and the future demand for the project once it is completed. This way appropriate mitigation measures to replace needed parking by the project will be taken into account.
3. In addition, the City requests for the environmental study to clearly identify the potential location(s) where parking for the proposed stations will be located and to identify if any of the existing City's owned parking lots will be affected by the project so that a comprehensive on-street/off-street parking analysis and replacement strategic plan can be discussed and implemented.
4. The City of Huntington Park currently occupies number fifteen (15) in the list of most densely populated cities in the nation and any increase in Housing will add to the demand of city services in an exponential rate. Housing is currently affordable to the residents so we strongly believe, based on experience, that any additional housing development will create a dramatic increase in housing prices and density.
5. The City has also heard the concerns from the community about any potential housing displacement and loss of existing residential households. The proposed location of the station at Florence/Salt Lake is close to one of the largest residential areas in our city and the community has many questions in terms of the process and the design for this particular station. The City requests that METRO consults with the City to proposed a design with no housing displacements or loss of existing residential properties.
6. Historically, Pacific Boulevard has been and still is the driving force behind our Retail local economy and we fear for a big loss of revenue during construction. Any interruption of the business activities along this major corridor or any other will create a financial burden for the City and the local businesses. The City requests for METRO to carefully coordinate, in a timely fashion, mitigation measures to avoid the financial negative effects the project may have. Also, the City is requesting to work with METRO to create an Economic

Development Strategy that may include policies to mitigate any financial burden that the project may impose in the City.

7. The project should analyze the possibility for METRO and the City of Huntington Park to have a joint development effort for the development of the two (2) proposed stations and a very close proximity to a third station, station amenities, and adjacent transit oriented developments. This process should be formalized through some type of memorandum of understanding. This joint development agreement would involve community members, private developers, local businesses, and property owners to maximize community engagement and funding leverage.

#### TRAFFIC FLOW

Traffic flow is a major issue in the design, build and operation of the system. As previously stated, there is significant goods movement, as well as cars, trains, pedestrians, buses, bicyclists. Schools are often located together and with parks and other community assets, creating special hubs of traffic, that do not follow standard transit patterns. The proposed transit lines run diagonally to the streets, causing special consideration, due to safety and traffic impacts. Building on the communities existing patterns, station areas need to accommodate all forms of transit and not interfere with the existing heavy traffic flow.

The proposed light rail transit line will travel through Huntington Park and affect nearly every arterial road within City limits. Affected arterials include Florence Avenue, Gage Avenue, Miles Avenue, Pacific Boulevard, Santa Fe Avenue, and Alameda Street. As a result of the design and location of the proposed light rail transit line, several impacts to traffic are anticipated that will affect the neighboring residential and commercial uses. The City requests that Metro diligently evaluate mitigation measures that will help alleviate any impacts caused to traffic due to the proposed light rail transit line.

#### PLANNED LAND USE

The City and the cities of Bell, Maywood, and the County of Los Angeles have a planned land use for the Randolph Street center median that runs through the proposed light rail transit line identified by METRO as “The Rails to River Project”. Studies have already been performed for the conversion of this center median into a bicycle and pedestrian facility. Survey results show an overwhelming need and support from the community for this planned bicycle and pedestrian facility. Thus, this planned facility is strongly supported by the City and the cities of Bell, Maywood, Los Angeles, the County of Los Angeles, and by community organizations including Communities for a Better Environment (see attachment).

Given the community need and desire for this bicycle and pedestrian facility, the proposed light rail transit line should be planned and built harmoniously with this planned land use. The City requests that the EIR and EIS assess any potential impact on this bicycle and pedestrian facility that is strongly supported by the community. If it is determined that the proposed light rail transit

line will adversely impact this planned land use, mitigation measures should be proposed in order to maintain the bicycle and pedestrian facility viable.

#### SUBTERRANEAN STATIONS

The City requests that Metro evaluate and consider subterranean stations as opposed to at-grade stations. Subterranean stations will undoubtedly mitigate several environmental impacts caused by the proposed light rail transit line. Benefits of subterranean stations include; improved public safety, uninterrupted vehicular circulation, and noise reduction. Therefore, subterranean stations should be discussed and strongly considered as part of the EIR and EIS.

#### MATCHING FUNDS

It is understood that the City will have to provide a local agency match of three percent (3%), and that guidelines for what qualifies as part of that 3% have not been detailed. The City requests that Metro be flexible in its interpretation of what expenditures qualify towards the local match and when those expenditures occurred.

The City recognizes that the goals of the proposed light rail transit line are to reduce vehicle traffic and encourage the use of the rail system. There are many means to achieve this, and the City believes that local expenditures for parking and street improvements near the stations, whether or not specifically designed for station use, should be considered eligible as part of the required match.

During conversations with different METRO's officials and representatives, they have presented the idea for local municipalities to use the local funding that will be available from "Measure M" to assist with the required local agency match contribution, but the City feels that it would not be just and fair to use the Measure M funding for the next 16 to 20 years to pay for one project and deny the opportunity to utilize the funding to fix and repairs other so much needed areas in the City as promised by METRO during the Bond Measure's campaign.

#### AESTHETICS

Our community had already been divided by either freeways, highways or trains. The alignment and design of the transit system needs to be designed in a manner that knits the communities together and does not divide them by previously non-existent barriers. The station areas need to be designed in a manner that connects them to our unique neighborhood and does not create obstacles between the transit and our community resources. Equally important is for the design of the stations to match the existing architectural features found in our affected boulevards.

The proposed light rail transit line will run through densely populated residential and commercial uses, including the City's Downtown (Randolph and Pacific). The proposed stations and rail line should be designed in an aesthetically pleasing way in order to maintain the quality of life that is

enjoyed by those who live, work, and shop within the City. Lighting and landscape elements should be used to help achieve this goal.

#### LANDSCAPING IMPROVEMENTS

The City requests for the study to describe all proposed vegetation and landscaping improvements, including the size and height of trees along the Right-of-Way and the proposed train stations locations. The City is also requesting a description of how the vegetation and landscaping will be utilized as a visual and potential sound buffer between the tracks and adjacent residential areas.

#### DOWNTOWN SPECIFIC PLAN

The City is nearing completion of a Focused General Plan Update, focusing on the Housing, Land Use, and Circulation elements of the General Plan. The update is funded by a Transit Oriented Development (TOD) Planning Grant from the Los Angeles County Metropolitan Transportation Authority (Metro TOD Round III). The TOD grant is designed to spur the adoption of local land use regulations that are supportive of Transit Oriented Development in Los Angeles County. With two (2) public transportation stations proposed in Huntington Park and a close proximity to a potential third station, the Focused General Plan Update takes into account future developments that will complement the proposed stations and encourage public transportation ridership. One of the proposed stations will be located within the City's downtown and it is imperative that the study takes into account the design and development standards of the City's Downtown Specific Plan.

#### CONSTRUCTION

Construction creates its own special impacts that need to be considered and addressed. Following are some of these potential impacts:

1. Traffic flow, especially during peak hours, routing, and congestion
2. Safety Air pollution and Sound pollution
3. Dust that impacts the adjacent properties and especially adjacent schools, homes and businesses
4. Businesses that need not to lose clients and businesses during construction and business districts that need to thrive throughout construction.
5. Replacement of infrastructure components, such as power, sewer, street repair for ADA compliance and sidewalks in a sensitive manner as to minimize impacts to the community
6. Safety measures in place to protect the public, especially students in their way to school.
7. Construction related parking challenges.

The City is convinced that the community of Huntington Park is concerned about all the above challenges that will take place during construction. The City believes that a Business Interruption Mitigation Fund should be established to assist businesses negatively impacted by the project, especially during the construction phase.

In addition, it would be a great opportunity for METRO to look into creating a program that may offer local jobs during the construction phase of the program. This would create an opportunity for the community to welcome the project in a positive way. Last but not least, The City believes that it will be critical to have a least two project staff members to be the point of contact to address all construction-related issues for the cities and to create local advisory committees to get feedback from the communities and inform the progress of the project to the stakeholders.

The City, as a member of the Gateway Cities COG (see attached Eco-Rapid Letter), supports and looks forward to seeing how these issues can be addressed as we built this important transit line and working with Metro in reviewing any documents associated to any potential environmental impacts to the neighboring residential and commercial uses and planned land uses around the proposed light rail transit line. Please once completed, send the draft EIR and EIS to the following address for the City's review:

Huntington Park City Hall  
Attention: Sergio Infanzon - 6550 Miles Avenue, Huntington Park, CA 90255

If you have any questions regarding this response, please contact Sergio Infanzon, Community Development Director, at 323-584-6318 or by email at [sinfanzon@hpca.gov](mailto:sinfanzon@hpca.gov).

Sincerely,



Ricardo Reyes  
City Manager

**Attachments:**

1. ECO-RAPID JPA COG Letter April 2018
2. City of Los Angeles, Support Letter for Bicycle and Pedestrian Facility
3. City of Bell, Support Letter for Bicycle and Pedestrian Facility
4. City of Maywood, Support Letter for Bicycle and Pedestrian Facility
5. Communities for a Better Environmental, Support Letter for Bicycle and Pedestrian Facility

cc: Mayor Jhonny Pineda  
Vice Mayor Karina Macias  
Councilmember Graciela Ortiz  
Councilmember Marilyn Sanabria  
Councilmember Manuel Avila  
Donna Shwartz, City Clerk

# ECO-RAPID JPA COG Letter April 2018



April 11, 2018

Mr. Phil Washington, Chief Executive Officer  
Los Angeles County Metropolitan Transportation Authority (Metro)  
One Gateway Plaza, MS 25-1  
Los Angeles, CA 90012

Dear Mr. Washington:

The Gateway Cities Council of Governments (COG) and Eco-Rapid Transit Joint Powers Authority write to express our concern regarding all of the conceptual northern alignment alternatives under consideration by Metro during its ongoing environmental review of the West Santa Ana Branch (WSAB) light-rail transit corridor that do not directly access Los Angeles Union station (LAUS). We understand that, at this stage in the process, Metro staff is prepared, in May 2018, to recommend a refined set of alternatives for further, more detailed environmental analysis before a final locally-preferred alternative is recommended to the full Board of Directors sometime in 2019.

We wish to note several concerns for our stakeholders who reside in the central and southern portions of the alignment, not the least of which is access to Union Station, which serves as the regional rail hub for all Metro light rail lines, the heavy rail system, Metrolink and Amtrak. This access has always been a top priority for the WSAB alignment cities. A forced transfer does not offer the speed or convenience that this line has long been expected to bring to area residents seeking to access the regional rail network, or for employees trying to get to work in Southeast Los Angeles County.

In March 2018, the Metro Board approved an Equity Platform framework stating that "access to opportunity should be a core objective of public decision making, public investment, and public service." Equity is one of the five goals of the West Santa Ana Branch project, which is notable given the concerns raised previously about the communities that this project will serve. As the Equity Platform states, "historically and currently, race and class have largely defined where these disparities are most concentrated: in poor, minority communities." While new rail lines already provide one-seat rides connecting LA's westside, San Fernando Valley, San Gabriel Valley, and Harbor corridor with downtown Los Angeles, the Southeast cities lack a similar connection. Ending the West Santa Ana Branch with a forced transfer station along the LA River or a one-block walk along Flower Street would further preserve this inequity for decades to come.

In particular, our greatest concern stems from the one northern alignment alternative added in March 2018 that would create a terminus for the West Santa Ana Branch along the LA River between 6<sup>th</sup> and 7<sup>th</sup> Streets, necessitating a transfer onto a future subway extension at the same station. Of note to us:

Mr. Phil Washington, CEO

April 11, 2018

Page 2

- The Gateway Cities include some of LA county's most densely-populated and transit- poor communities. Several of the communities along the WSAB corridor also score within the top 5% of most disadvantaged communities in the state on California's EnviroScreen. These are communities desperate for quality transit that connects them with job opportunities throughout LA County.
- The Study Area is also characterized by high population and employment densities. Of the top 100 US cities with the highest population densities, the WSAB Cities of Maywood, Cudahy, Huntington Park, and Bell Gardens are in the top 25. The Cities of Bell, Lynwood, Hawaiian Gardens, South Gate, Bellflower, and Paramount are also within the top 100.
- Densities in 2040 will average 15,000 people per square mile, with portions of the Cities of Maywood and Huntington Park exceeding 20,000 residents per square mile. Employment densities in 2040 will average 7,000 jobs per square mile. For context, employment densities served by current rail service in LA County range from 2,500 (light rail) to 14,000 (heavy rail) jobs per square mile.
- The introduction of a "forced transfer" at an Arts District station along the LA River would introduce several variables that undermine the West Santa Ana Branch Line's ability to serve Southeast LA County:
  - The transfer would connect with only one rail line at its terminus, as opposed to myriad rail and bus services at Union Station, and as opposed to several major transit lines and a large employment hub at 7<sup>th</sup> Street/Metro Center.
  - A forced transfer would make most West Santa Ana Branch Line passengers dependent on a minimum of two Metro lines in order to reach their destinations.
  - A forced transfer would necessitate additional waiting time simply to complete a single trip, thus lengthening an end-to-end trip and making transit a less viable or attractive alternative to driving.
  - A forced transfer will have a negative impact on ridership particularly for those riders who wish to continue on to points west or north.
- The Red/Purple Line Heavy Rail Transit (HRT) Extension that would be required to complete WSAB access to LAUS is currently not part of the Long Range Transportation Plan (LRTP) or funded as part of Measures R or M; unless there is intent to utilize the \$1.482 billion allocated to the West Santa Ana Transit corridor for completion of the project through Central Los Angeles (Line 26 adopted Measure M Expenditure Plan). We question whether the cost of extending the Red/Purple Line HRT to 6<sup>th</sup> Street and the cost of bringing the WSAB to 6<sup>th</sup> Street can be adequately covered by the amount allocated in the plan. This alternative alignment may have a profound impact on project implementation – assuming the Red/Purple Line extension would precede the WSAB as there is an HRT maintenance yard currently on line that can cover operations for the HRT Extension.

Mr. Phil Washington, CEO

April 11, 2018

Page 3

- The alignment alternative that terminates at 8th and Flower and requires a one block walk to the Metro Center Station for access to Blue/Expo/Gold LRT Lines and Metro Red and Purple HRT does not meet the Purpose and Need for the WSAB project either. The one-block walk, whether through a tunnel or at-grade, is not conducive to ridership. The April 2017\_“Northern Alignment Options Screening Report” clearly indicates that access to LAUS is key to the high ridership and success of this line.
- Construction of a subway extension to an LA River forced transfer station would be paid by several hundred million dollars currently intended for the construction of the West Santa Ana Branch. This would result in little to no savings in overall project costs while undermining the regional connectivity that was promised by Metro in Measures R and M to the voters in Southeast LA who voted overwhelmingly in support of these initiatives, largely because they want to see this rail line come to fruition.
- From Metro’s own West Santa Ana Branch Technical Study (July 2015), we note that Metro declined further review of an alignment considered by the Southern California Association of Governments (SCAG) Alternatives Analysis (AA) that terminated south of Union Station. Metro’s conclusion in rejecting this alternative stated: “The only alternative that didn’t terminate at Union Station... resulted in the lowest total number of new transit trips and boardings. The ability for WSAB riders to access other Metro rail lines, Metro buses, other operator bus lines, Metrolink and Amtrak is a significant benefit that was revealed in the total number of forecasted new transit trips and boardings. New transit trips went up 20-30% for the other alternatives that assumed Union Station as the northernmost terminus. Therefore, the ability to reach Union Station is critical for maximizing ridership.”
- Lastly, we have concern that alternatives that do not access LAUS or are contingent upon a speculative subway segment may jeopardize potential investment from public/private partners seeking to invest in the early delivery of this project.

We understand and appreciate that Metro is working to address a number of community concerns as they relate to the physical alignment of this project. However, we observe that the *service* that it would provide, and the communities that it would serve, is critically important to connect residents in Southeast LA County with job opportunities throughout LA County. The physical placement of the line is important to the degree that it provides hundreds of

Mr. Phil Washington, CEO  
April 11, 2018  
Page 4

thousands of residents and employers in Southeast LA County with transit connectivity to the rest of the region. Our stakeholders are counting on the West Santa Ana Branch to finally fulfill Metro's repeated promises of a rail transit line that truly connects our region with opportunities throughout Southern California.

Therefore, we oppose any northern termini that do not provide a direct connection to the regional rail hub at LAUS, and we request that you remove these alternatives from further consideration. We believe that removal of these alternatives is the right action to take given the project's and Metro's own stated goals to address regional inequities, and we further believe that it is the prudent course of action given the need for this project to best serve Southeast LA County. Thank you.

Sincerely,



Jhonny Pineda, President  
Gateway Cities Council of Governments  
Board of Directors



Zareh Sinanyan, Chair  
Eco-Rapid Transit JPA

Attachment:

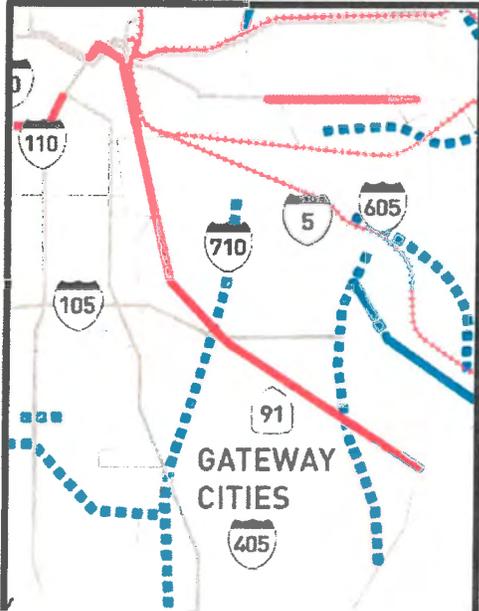
Measure R and Measure M Project Maps Showing the West Santa Ana Branch Northern Alignment Terminating at Union Station

Cc: Gateway Cities COG Board  
Eco-Rapid Transit Board  
MTA Board

**Attachment**

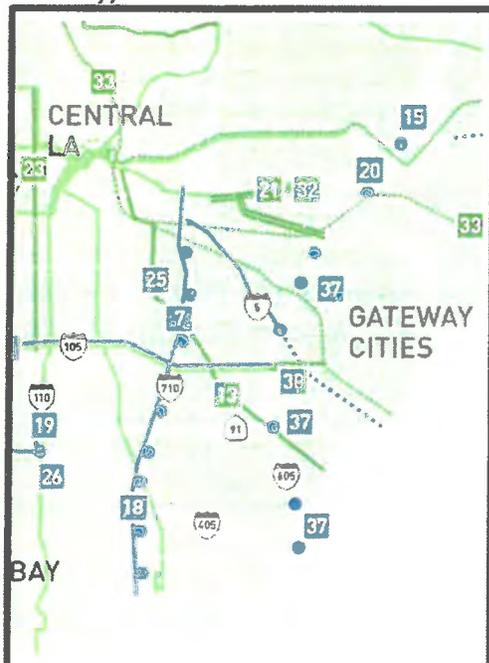
**Measure R Projects Map**

*Note: West Santa Ana Branch is the only transit project identified in the Gateway Cities.*

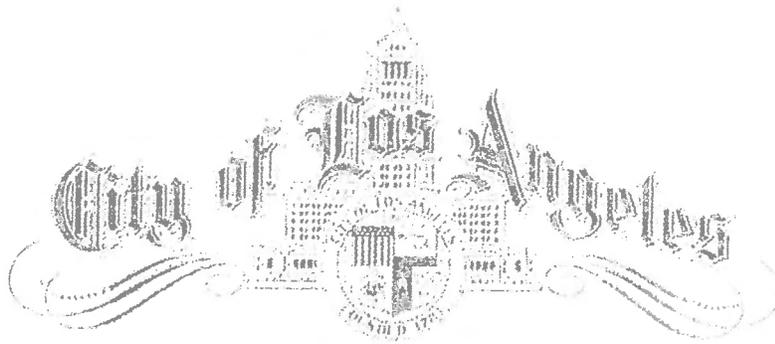


**Measure M Project Map**

*Note: West Santa Ana Branch [25] is one of two transit projects in Gateway Cities (the other being a southern branch of the Gold Line Eastside Extension, along our region's northern boundary).*



# Support Letter, City of Los Angeles



ERIC GARCETTI  
MAYOR

September 29, 2016

The Honorable Graciela Ortiz  
Mayor, City of Huntington Park  
6550 Miles Ave.  
Huntington Park, CA 90255

Dear Mayor Ortiz:

As we continue to develop Los Angeles County's regional transportation system, it is important we focus on projects that increase transit options by providing pedestrians and bicyclists access to surrounding communities and existing rail lines.

In 2013, the Los Angeles Metropolitan Transportation Authority (Metro) initiated a study to build a 10-mile pedestrian and bike path that would connect the future Crenshaw/LAX Line to the Los Angeles River, also known as the "Rail to River" project. I anticipate that the first segment of the project ("Segment A" – Crenshaw/LAX to Blue Line/Slauson Station) will receive environmental clearance soon; construction is slated to be completed by fall of 2019. Segment B of the plan, which will connect the bike path to the Los Angeles River, is currently under evaluation.

While the four alternatives being evaluated under Segment B appear viable, I wholeheartedly support "Alternative D" because the project will touch more communities, including Huntington Park, and provide direct access to the river and Metro's regional transit center.

I look forward to partnering with you moving forward to ensure Los Angeles County builds out a comprehensive and modern transportation system.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Garcetti".

ERIC GARCETTI  
Mayor

# Support Letter, City of Bell



## CITY OF BELL

August 3, 2017

City of Huntington Park  
Attention: Sergio Infanzon  
6550 Miles Avenue  
Huntington Park, CA 90255

**SUBJECT: Support for the multi-jurisdictional countywide Randolph Street Rails to Trails project**

Dear Mr. Infanzon:

The City of Bell would like to formally express its support of the Randolph Street Rails to Trails project to convert the Randolph Street center median into a bicycle and pedestrian facility.

This planned bicycle and pedestrian facility will traverse through the cities of Huntington Park, Bell, Maywood and the County of Los Angeles and will provide a much needed alternative mode of transportation for those who live and work within the community. Surveys show that the local community overwhelmingly desires and is in need of facilities that provide safe walking and biking for children and families. This type of facility will promote public health by making it safe and convenient for children and families to incorporate physical activity into their daily lives as a way to combat the obesity epidemic.

Additionally, it has been proven that bicycle and pedestrian facilities boost the local economy since homeowners are willing to pay more to live in a walkable community. Similarly, businesses located along these facilities often see an increase in sales.

The City of Bell strongly supports the Randolph Street Rails to Trails project and looks forward to working with the City of Huntington Park in this joint venture. Please feel free to contact should you have any questions or wish to discuss.

Sincerely,

Fidencio Joel Gallardo  
Mayor  
City of Bell

# Support Letter, City of Maywood



# City of Maywood

4319 East Slauson Avenue • Maywood, California 90270  
Tel: (323) 562-5700 • Fax (323) 773-2806

August 2, 2017

City of Huntington Park  
Attention: Sergio Infanzon  
6550 Miles Avenue  
Huntington Park, CA 90255

**SUBJECT:** Support for the multi-jurisdictional countywide Randolph Street Rails to Trails project

Dear Mr. Infanzon:

On behalf of the City and residents of Maywood, I would like to formally express support of the Randolph Street Rails to Trails project to convert the Randolph Street center median into a bicycle and pedestrian facility. This project will undoubtedly have a tremendously positive impact for both of our communities.

This planned bicycle and pedestrian facility will traverse through the cities of Huntington Park, Bell, Maywood and the County of Los Angeles and will provide a much needed alternative mode of transportation for those who live and work within the community. Surveys show that the local community overwhelmingly desires and is in need of facilities that provide safe walking and biking for children and families. This type of facility will promote public health by making it safe and convenient for children and families to incorporate physical activity into their daily lives as a way to combat the obesity epidemic.

Additionally, it has been proven that bicycle and pedestrian facilities boost the local economy since homeowners are willing to pay more to live in a walkable community. Similarly, businesses located along these facilities often see an increase in sales.

I strongly support the Randolph Street Rails to Trails project and looks forward to working with the City of Huntington Park in this joint venture. Please feel free to contact should you have any questions or wish to discuss.

Eddie De La Riva  
Councilman  
City of Maywood  
Eddie.delariva@cityofmaywood.org

# Support Letter, Communities for a Better Environment



August 4, 2017

Los Angeles Metropolitan Transportation Authority  
Fanny Pan  
Project Manager, Metro  
One Gateway Plaza  
Los Angeles, 90012  
Wsab@metro.net

**SUBJECT: Response to Notice of Intention to Move Forward with Construction of the West Santa Ana Branch and Ensuring the Completion of the Rail to River Active Transportation Project.**

Dear Ms. Pan,

I hope this letter finds you in good spirits and health. I am writing on behalf of Communities for a Better Environment and hundreds of members and supporters in Huntington Park, which is one of the cities that will be affected by the construction of the West Santa Ana Project light rail project. CBE is a grassroots environmental health and justice organization, which has worked closely with communities in Southeast Los Angeles especially Huntington Park for more than two decades. The proposed lightrail project came to our attention during a meeting with Metro regarding the intention to follow through with the Rail to River Active Transportation Corridor project that would go down Randolph, crossing an intersection of a proposed stop for West Santa Ana.

Completion of the Active Transportation Corridor has always been a high priority for the community members, who have spent extensive time and effort working with CBE to develop that vision, concept and proposal. Huntington Park is a city that lacks green spaces, and that lacks resources for pedestrians and cyclists. Since many residents of Huntington Park travel in these ways, having an active transportation corridor that directly serves their needs, as people who utilize alternative modes of transportation, would be immensely beneficial to the community and long overdue. We want to echo the City of Huntington Park's assertion that the West Santa Ana Branch should coexist harmoniously with the active transportation corridor. Additionally, CBE staff and members want to engage more closely with this planning process and participate in the environmental review process, and we would like to receive a copy of the Draft EIR.

I will be glad to speak with you in more detail about this issue, please feel free to contact me at (323) 723-5634 or my email, [kayleigh@cbecal.org](mailto:kayleigh@cbecal.org). We appreciate your time and hope to hear back from you soon.

Sincerely,

Kayleigh Wade

Youth Organizer  
Communities for a Better Environment



1 regulation of alleys.

2  
3 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**

4 **PARK DOES HEREBY ORDAIN AS FOLLOWS:**

5 **SECTION 1:** The recitals set forth above are incorporated herein and by this  
6 reference made an operative part hereof.

7  
8 **SECTION 2:** Section 4-7.1505 of Title 4 "Public Safety," Chapter 7 "Traffic," of  
9 the Huntington Park Municipal Code is hereby amended in its entirety to read as follows:

10  
11 **4-7.1505 Alleys.**

12 (a) No owner of or operator of a motor vehicle shall stop, stand, or park such a  
13 vehicle in any alley or any portion thereof for any purpose other than the loading or  
14 unloading of passengers or materials or both. Such owner and/or operator shall not stop  
15 for the loading or unloading of passengers for more than three (3) minutes, nor for the  
loading or unloading of materials for more than twenty (20) minutes at any one time in any  
alley or any portion thereof.

16 (b) No owner of or operator of a motor vehicle shall block entry or exit access to  
17 any alley. The Huntington Park Police Department shall remove any vehicle which is  
18 blocking access to any alley to any garage, parking lot or open space owned by,  
19 maintained by, or under the jurisdiction of the City or the county or to any privately owned  
garage, the owner or proprietor of which will accept such vehicles. The owner of or  
operator of the removed vehicle will bear all costs incurred related to the vehicle's  
removal and storage.

20  
21 **SECTION 3:** Section 4-7.1507 of Title 4 "Public Safety," Chapter 7 "Traffic,"  
Article 15, of the Huntington Park Municipal Code is hereby amended as follows:

22 **4-7.1507 Application of provisions.**

23 (a) The permission granted by the provisions of Sections 4-7.1404, and 4-7.1502  
24 of this chapter to stop or stand a vehicle for the purpose of loading or unloading materials  
25 shall apply only to commercial vehicles and shall not extend beyond the time necessary  
26 and in no event for more than twenty (20) minutes. ~~(b)~~ The loading or unloading of  
materials authorized under said sections shall apply only to commercial deliveries and the  
delivery or pickup of express, parcel post packages, and United States mail.

27  
28 ~~(e)~~(b) The permission granted by the provisions of this chapter to stop or park for  
the purpose of loading or unloading passengers shall include the loading or unloading of

1 personal baggage but shall not extend beyond the time necessary therefor and in no  
2 event more than three (3) minutes.

3 ~~(d)~~(c) Within the total time limits set forth in this section, the provisions of this  
4 section, shall be enforced so as to accommodate necessary and reasonable loading or  
unloading but without permitting abuse of privileges hereby granted.

5 **SECTION 4:** Violations of this Ordinance shall constitute violations of the  
6 Huntington Park Municipal Code, and all penalties and remedies authorized under the  
7 Huntington Park Municipal Code shall apply to violations of the provisions of this  
8 Ordinance.

9  
10 **SECTION 5:** This Ordinance is exempt from the California Environmental  
11 Quality Act ("CEQA"), in that this Ordinance does not constitute a "project" under CEQA  
12 and is exempt pursuant to CEQA Guidelines section 15378(b)(4), and further there is no  
13 likelihood of this Ordinance resulting in a significant negative impact on the environment,  
14 and is therefore also exempt from CEQA pursuant to CEQA Guidelines section  
15 15060(c)(2).

16 **SECTION 6:** Any provisions of the Huntington Park Municipal Code or  
17 appendices thereto, which are inconsistent with the provisions of this Ordinance are  
18 hereby repealed or modified to the extent necessary to affect the provisions of the  
19 Ordinance.

20  
21 **SECTION 7:** If any section, subsection, sentence, clause, phrase, or portion  
22 of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of  
23 any court of competent jurisdiction, such decision shall not affect the validity of the  
24 remaining portions of this Ordinance. The City Council of the City of Huntington Park  
25 hereby declares that it would have adopted this Ordinance and each section, subsection,  
26 sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more  
27 sections, subsections, sentences, clauses, phrases or portions may be declared invalid or  
28 unconstitutional.

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

**SECTION 8:** This Ordinance shall take effect thirty 30 days after final passage by the City Council.

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

**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Johnny Pineda, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman  
City Attorney



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

September 4, 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 RENEW FOOD SERVICES AGREEMENT WITH COUNTY OF LOS ANGELES**

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

1. Authorize renewal of Food Services Agreement between City of Huntington Park and County of Los Angeles for a term of five (5) years, with a 60-day termination clause with or without cause;
2. Authorize an appropriation of \$17,000.00 to the Special Revenue Welfare Inmate (Contractual Services) fund, Account #121-7040-421.56-41; and
3. Authorize Chief of Police or City Manager to execute the agreement.

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

The City currently contracts with the County of Los Angeles (County) to provide pre-packaged meals for inmates held in the Police Department Jail. Meals provided by the County are prepared by the County Sheriff's Department Food Services Unit and meet the County Health Department menu and nutritional guidelines. These are the same meals served to inmates at County jail facilities.

The latest agreement expired June 30, 2018. The proposed term of the new agreement is five years, from July 1, 2018 to June 30, 2023.

### **FISCAL IMPACT/FINANCING**

This item has previously been funded from the City General Fund (Contract Services) account, however, it is recommended Council authorize this item be funded from the Special Revenue Welfare Inmate (Contractual Services) fund, Account #121-7040-421.56-41, as to not impact the General Fund. This will require Council to also authorize an appropriation of \$17,000.00 to that account.

**CONSIDERATION AND APPROVAL TO RENEW FOOD SERVICES AGREEMENT WITH COUNTY OF LOS ANGELES**

September 4, 2018

Page 2 of 2

There will be an increase from the previous contract of \$0.61 per meal (28.5%) for FY 18-19 since the price per meal will be \$2.75, (previous price was \$2.14 per meal). During FY 17-18, the Department ordered 4,400 inmate meals at a cost of \$13,021.00. If the same measure is applied for this year, due to the 28.5% increase, the cost for inmate meals would amount to \$16,731.00.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The City and County of Los Angeles originally entered into a Food Services Agreement on July 1, 2013. Renewal of the agreement extends the food services provided by the County of Los Angeles for (five) 5 years. All other provisions, terms and conditions of the agreement not otherwise mentioned remain the same. The final form of the agreement must be approved by City and County to become effective.

Reference the attached agreement for legal and procedural considerations associated with renewal of the agreement.

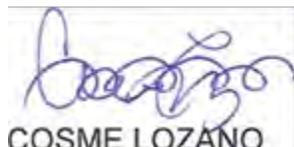
**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES  
City Manager



COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

A. Food Services Agreement

# ATTACHMENT "A"

**FOOD SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND CITY OF HUNTINGTON PARK**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
	<b>RECITALS.....</b>	<b>1</b>
<b>1.0</b>	<b>SCOPE OF SERVICES.....</b>	<b>1</b>
<b>2.0</b>	<b>ADMINISTRATION OF COUNTY PERSONNEL.....</b>	<b>2</b>
<b>3.0</b>	<b>INDEMNIFICATION AND INSURANCE.....</b>	<b>3</b>
<b>4.0</b>	<b>BILLING RATES.....</b>	<b>3</b>
<b>5.0</b>	<b>PAYMENT PROCEDURES.....</b>	<b>4</b>
<b>6.0</b>	<b>TERM OF AGREEMENT.....</b>	<b>4</b>
<b>7.0</b>	<b>RIGHT OF TERMINATION.....</b>	<b>4</b>
<b>8.0</b>	<b>AMENDMENTS.....</b>	<b>5</b>
<b>9.0</b>	<b>ASSIGNMENT, DELEGATION AND SUBCONTRACTING.....</b>	<b>5</b>
<b>10.0</b>	<b>AUTHORIZATION WARRANTY.....</b>	<b>5</b>
<b>11.0</b>	<b>INDEPENDENT CONTRACTOR STATUS.....</b>	<b>5</b>
<b>12.0</b>	<b>GOVERNING LAW, JURISDICTION, AND VENUE.....</b>	<b>5</b>
<b>13.0</b>	<b>NOTICES.....</b>	<b>5</b>
<b>14.0</b>	<b>VALIDITY.....</b>	<b>6</b>
<b>15.0</b>	<b>WAIVER.....</b>	<b>6</b>
<b>16.0</b>	<b>ENTIRE AGREEMENT.....</b>	<b>6</b>
	<b>SIGNATURES.....</b>	<b>7</b>
<b>EXHIBIT A: FOOD SERVICES RATES</b>		

## **FOOD SERVICES AGREEMENT**

This Food Services Agreement (“Agreement”) is made and entered into by the County of Los Angeles (“COUNTY”) and the City of Huntington Park (“PUBLIC ENTITY”) on the dates written below.

### **RECITALS**

- A. WHEREAS, public entities require pre-packaged, prepared meals to feed various individuals, such as prisoners in their jail facilities and/or juveniles under their care; and
- B. WHEREAS, PUBLIC ENTITY is desirous of contracting with COUNTY for the provision of food services by the Los Angeles County Sheriff’s Department (“LASD”), Food Services Unit (“FSU”); and
- C. WHEREAS, such food services will encompass the preparation and delivery of pre-packaged, prepared meals; and
- D. WHEREAS, COUNTY and LASD are agreeable to rendering such food services on the terms and conditions set forth in this Agreement; and
- E. WHEREAS, this Agreement is authorized by Sections 56 1/2 and 56 3/4 of the Charter of the County of Los Angeles and/or California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

### **1.0 SCOPE OF SERVICES**

- 1.1 COUNTY, through LASD, agrees to provide pre-packaged, prepared meals to PUBLIC ENTITY as set forth herein.
- 1.2 The number of meals and delivery days shall be as mutually agreed upon by LASD FSU and PUBLIC ENTITY. PUBLIC ENTITY may request meals from LASD FSU via email or telephone. Requests shall be submitted to LASD FSU via a COUNTY-provided email address, which contains PUBLIC ENTITY name (PUBLIC ENTITYNAME@lasd.org) so ordering is specific to PUBLIC ENTITY, or via telephone call to LASD FSU at 323-526-5558.
- 1.3 LASD shall be responsible for the delivery of the meals to PUBLIC ENTITY. LASD FSU will propose the best delivery day to PUBLIC ENTITY, according to the existing delivery routes, which helps to keep the meal cost to a minimum. The

frequency of deliveries will be tailored to the specific need of PUBLIC ENTITY. Delivery hours will be off-peak hours between 10:00 p.m. and 8:00 a.m., Monday through Friday. The specific day of delivery is subject to change at the sole discretion of LASD FSU. If a critical food shortage occurs, PUBLIC ENTITY can request meals and pick them up at LASD Century Regional Detention Facility.

- 1.4 Special requests may be accommodated by LASD FSU, in its sole discretion, with at least twenty-four (24) hours advance notice.
- 1.5 LASD shall deliver the meals to a pre-designated, mutually agreed upon food storage location. Thereafter, it is the responsibility of PUBLIC ENTITY to serve the meals and provide any necessary clean-up.
- 1.6 At the time of delivery, the meals provided by COUNTY will meet the nutritional and caloric requirements established by the Food and Nutrition Board of the National Research Council, the Institute of Medicine of the National Academies, the California Daily Food Guide, and the Dietary Guidelines for Americans, in accordance with the Title 15 of the California Code of Regulations.
- 1.7 At the time of delivery, LASD FSU's food preparation and the quality of the meals shall comply with the standards set forth in the California Health and Safety Code, Division 104, Part 7, Chapter 4, Articles 1-8.
- 1.8 LASD shall provide PUBLIC ENTITY with a monthly menu not less than one (1) week prior to the beginning of the following month. Menus are subject to change based upon the availability of food ingredients from vendors; therefore, LASD reserves the right to make menu changes as necessary.

## **2.0 ADMINISTRATION OF COUNTY PERSONNEL**

- 2.1 The rendition of the food services performed by COUNTY, through LASD, the standards of performance, the discipline of officers and civilian employees, and other matters incident to the performance of such food services and the control of personnel so employed shall remain with COUNTY and the Sheriff of Los Angeles County. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.
- 2.2 With regard to Paragraph 2.1 above, COUNTY, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

### **3.0 INDEMNIFICATION AND INSURANCE**

- 3.1 PUBLIC ENTITY shall indemnify, defend, and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with PUBLIC ENTITY's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 COUNTY shall indemnify, defend, and hold harmless PUBLIC ENTITY, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from and/or relating to this Agreement.
- 3.3 COUNTY shall provide to PUBLIC ENTITY a certificate of self-insurance certifying that COUNTY is self-insured for general liability, automobile liability, and workers' compensation liability.

### **4.0 BILLING RATES**

- 4.1 For and in consideration of the rendition of the food services performed by COUNTY under this Agreement, PUBLIC ENTITY shall pay COUNTY for said services according to the billing rates set forth in Exhibit A, Food Services Rates, of this Agreement.
- 4.2 Billing rates for the meals shall be based on the recovery of ingredient costs, mileage costs, labor costs, and other relevant costs.
- 4.3 The billing rates shall be readjusted by the COUNTY Auditor-Controller annually effective July 1 of each year to reflect the cost of such food services in accordance with the policies and procedures for the determination of such rates as adopted by COUNTY. COUNTY shall notify PUBLIC ENTITY of billing rate changes no later than May 1 of the current contract year. Any change in billing rates shall be documented in a written notification from COUNTY to PUBLIC ENTITY. Such written notification will be in the form of a revised Exhibit A, Food Services Rates, which shall be signed by authorized representatives of LASD Contract Law Enforcement Bureau and PUBLIC ENTITY and attached as an Amendment to this

Agreement pursuant to Section 8.0, Amendments, of this Agreement.

## **5.0 PAYMENT PROCEDURES**

- 5.1 COUNTY, through LASD, shall invoice PUBLIC ENTITY monthly for all food services performed during the previous month, and PUBLIC ENTITY shall pay COUNTY for all undisputed amounts within sixty (60) calendar days after the date of said invoice.
- 5.2 If such payment is not delivered to the COUNTY office which is described on said invoice within sixty (60) calendar days after the date of the invoice, COUNTY is entitled to recover interest thereon.
- 5.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- 5.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the COUNTY office which is described on said invoice within ninety (90) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of PUBLIC ENTITY on deposit with COUNTY without giving further notice to PUBLIC ENTITY of the COUNTY's intention to do so.

## **6.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2018 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2023, unless sooner extended or terminated, in whole or in part, as provided for herein.

## **7.0 RIGHT OF TERMINATION**

- 7.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 7.2 In the event of the termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.
- 7.3 Notwithstanding the foregoing, COUNTY may cancel the provision of service at any time, in the event of exigent circumstances, if the Sheriff concludes that there

are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law. In the event of such a circumstance, COUNTY will provide at least a ten (10) calendar day notice of its inability unless circumstances preclude them, as a practical matter, from giving at least a ten (10) calendar day notice, in which event the COUNTY shall provide such notice of less than ten (10) calendar days as is feasible and practical under the circumstances.

#### **8.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of COUNTY and PUBLIC ENTITY.

#### **9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

#### **10.0 AUTHORIZATION WARRANTY**

PUBLIC ENTITY represents and warrants that the person executing this Agreement for PUBLIC ENTITY is an authorized agent who has actual authority to bind the PUBLIC ENTITY to each and every term, condition herein.

#### **11.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement is between COUNTY and PUBLIC ENTITY and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between COUNTY and PUBLIC ENTITY. The employees and agents of one party shall not be construed to be employees and agents of the other party.

#### **12.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **13.0 NOTICES**

13.1 Unless otherwise specified herein, all notices or demands required or permitted to

be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

13.2 Notices to COUNTY shall be addressed as follows:

Los Angeles County Sheriff's Department  
Food Services Unit  
Attn: Unit Commander  
4700 Ramona Blvd, Room 316  
Monterey Park, CA 91754  
Tel No. 323-526-5558  
Fax. No. 323-526-5351

13.3 Notices to PUBLIC ENTITY shall be addressed as follows:

City of Huntington Park Police Department  
Attn: Sgt. G. Prado  
6542 Miles Avenue  
Huntington Park, CA 90255  
323-584-6254

**14.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

**15.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**16.0 ENTIRE AGREEMENT**

This Agreement, and any Exhibit hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

EXHIBIT A

## Food Services Rates



**Fiscal Year 2018-2019**

**Billing rates for Food Services effective July 1, 2018 :**

Service	Rate
Per meal	\$ 2.75

## Signatures

**Public Entity Representative:**

**Contract Law Enforcement Bureau Representative:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

September 4, 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 AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTION AND USE TAX**

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

1. Adopt Resolution No. 2018-25, Authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transaction and use tax.

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

On February 20, 2018, the City Council of the City of Huntington Park ("City") adopted Urgency Ordinance No. 2018-963 ("Ordinance"), imposing a one percent (1% or \$0.01) local transactions and use tax for general fund purposes on transactions completed within the City ("TUT") pursuant to California Revenue & Taxation Code Sections 7251 et seq., subject to voters of the City approving the Ordinance at a local election as required by California's Constitution.

The Ordinance was placed on the local ballot as "Measure S" at the special municipal election held on June 5, 2018, and Measure S was approved by more than a majority of qualified voters in the City such that the Ordinance and TUT may be imposed by the City.

On July 17, 2018, the City Council approved ordinance no. 2018-965, which amended the Ordinance to impose rates of three quarters of one percent (0.75%), in accordance with Measure S approved by voters of the City, which the City Council may later increase the rates to a maximum of one percent (1%) without a further vote of the public.

The operative date of Measure S is "the first day of the first calendar quarter commencing more than one hundred and ten (110) days after the City Council declares the results of the special election held on June 5, 2018." (Urgency Ordinance, Section 3;

**CONSIDERATION AND APPROVAL OF A RESOLUION AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTION AND USE TAX**

September 4, 2018

Page 2 of 2

Cal. Rev. & Tax Code §). Before the operative date of the Ordinance imposing the tax, the City is statutorily required to contract with the State to perform all functions incident to the administration and operation of the ordinance. (Cal. Rev. & Tax Code §7270(a)). If the City does not contract with the State before the operative date of the ordinance (January 2019), then the operative date shall be delayed. (Cal. Rev. & Tax Code §7270(a)). Untimely contracting would delay implementation of the tax another full quarter.

The California Department of Tax and Fee Administration (“CDTFA”) administers and collects the TUT for all applicable jurisdictions within the state. The CDTFA will administer and collect the transactions and use tax for the City. The CDTFA requires that the City enter into both a “Preparatory Agreement” and an “Administration Agreement” (“Agreements”) prior to administration of said taxes. The CDTFA also requires the City Council to authorize the execution of said agreements.

**FISCAL IMPACT/FINANCING**

Preparatory costs and the costs of administration of City’s transaction and use tax ordinance.

**CONCLUSION**

Upon City Council approval, staff will proceed as directed.

Respectfully submitted,



RICARDO REYES  
City Manager



NITA MCKAY  
Director of Finance

**ATTACHMENT(S)**

A. Resolution 2018-25 (Includes Exhibit “A” – Agreement for preparation to administer and operate City’s Transactions and Use Tax Ordinance and Exhibit “B” – Agreement for state administration of City Transactions and Use Taxes)

# 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

**WHEREAS**, the CDTFA requires the City Council to authorize the execution of said agreements;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Huntington Park that the "Preparatory Agreement" attached as Exhibit "A" and the "Administrative Agreement" attached as Exhibit "B" are hereby approved and the City Manager is hereby authorized to execute each agreement.

**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Jhonny Pineda, Mayor

ATTEST:

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

# EXHIBIT "A"

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE  
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Huntington Park, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration  
P.O. Box 942879 MIC: 27  
Sacramento, California 94279-0027

Attention: Supervisor  
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Huntington Park  
Finance Department  
6550 Miles Ave  
Huntington Park, CA 92550

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF HUNTINGTON PARK

CALIFORNIA DEPARTMENT OF TAX  
AND FEE ADMINISTRATION

By \_\_\_\_\_  
Ricardo Reyes  
City Manager

By \_\_\_\_\_  
Administrator  
Local Revenue Branch

# EXHIBIT "B"

**AGREEMENT FOR STATE ADMINISTRATION  
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Huntington Park has adopted, and the voters of the City of Huntington Park (hereafter called "City" or "District") have approved by the required majority vote, the City of Huntington Park Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

**ARTICLE I  
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.
2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2018-965, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II  
ADMINISTRATION AND COLLECTION  
OF CITY TAXES**

**A. Administration.** The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

**B. Other Applicable Laws.** City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

**C. Transmittal of money.**

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

**D. Rules.** The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

**E. Preference.** Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

**F. Security.** The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

**G. Records of the Department.**

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

**H. Annexation.** City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

**ARTICLE III**

**ALLOCATION OF TAX**

**A. Allocation.** In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

**B. Vehicles, Vessels, and Aircraft.** For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

#### **ARTICLE IV** COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

#### **ARTICLE V** MISCELLANEOUS PROVISIONS

**A. Communications.** Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration  
P.O. Box 942879  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Huntington Park  
Finance Department  
6550 Miles Ave  
Huntington Park, CA 92550

**Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.**

**B. Term.** The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on October 1, 2018. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

**C. Notice of Repeal of Ordinance.** City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

**ARTICLE VI**  
ADMINISTRATION OF TAXES IF THE  
ORDINANCE IS CHALLENGED AS BEING INVALID

**A. Impoundment of funds.**

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

**B. Costs of administration.** Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF HUNTINGTON PARK

CALIFORNIA STATE DEPARTMENT OF  
TAX AND FEE ADMINISTRATION

By \_\_\_\_\_  
Ricardo Reyes  
City Manager

By \_\_\_\_\_  
Administrator  
Local Revenue Branch



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

September 4, 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 AN ORDINANCE MODIFYING SECTIONS OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE, TITLE 7 "PUBLIC WORKS," ADDING CHAPTER 4 "EXCAVATIONS," ADOPTING A FIVE (5) YEAR PAVEMENT EXCAVATION MORATORIUM RESTRICTING UTILITY CUTS OF NEWLY PAVED ROADWAYS IN THE PUBLIC RIGHT-OF-WAY**

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

1. Waive first reading and introduce Ordinance No. 2018-967, modifying Title 7 "Public Works," and adding Chapter 4 "Excavations," of the City of Huntington Park's Municipal Code relating to the adoption of a Five (5) Year Pavement Excavation Moratorium restricting utility cuts of newly paved roadways in the public right-of-way; and
2. Schedule the second reading and adoption of said ordinance at the next regular city council meeting.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Public Works staff is currently in the process of integrating the Pavement Management System (PMS) to properly evaluate the City's pavement network utilizing the Pavement Condition Index (PCI) as a numerical index between 0 and 100 that indicates the general condition of the City's roadways. Widely used in transportation civil engineering, it is a statistical measure requiring the survey of the pavement condition. In an effort to minimize and mitigate pavement degradation from the consequences of utility cuts to newly reconstructed or resurfaced streets, staff presents for consideration the establishment of a five (5) year pavement excavation moratorium restricting utility cuts of newly paved roadways in the public right-of-way.

This will include overlays, resurfacing, reconstruction and new construction of local, collector or arterial streets qualified under the Capital Improvement Project (CIP). Newly reconstructed or resurfaced streets is defined as any Asphalt-Concrete (A.C) or Portland Concrete Cement (P.C.C) roadway pavement overlay, resurfacing, reconstruction and new construction.

# **CONSIDERATION AND APPROVAL OF AN ORDINANCE MODIFYING SECTIONS OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE, TITLE 7 "PUBLIC WORKS," ADDING CHAPTER 4 "EXCAVATIONS," ADOPTING A FIVE (5) YEAR PAVEMENT EXCAVATION MORATORIUM RESTRICTING UTILITY CUTS OF NEWLY PAVED ROADWAYS IN THE PUBLIC RIGHT-OF-WAY**

September 4, 2018

Page 2 of 3

The City's Public Works Department's experience concludes that utility cuts significantly alter and degrade pavement surfaces. It is the City's responsibility to ensure that the public's interest with respect to the integrity, appearance, and ride-ability and structural integrity of all newly paved surfaces stay intact. State law permits municipalities to regulate utilities that operate under California Public Utilities Commission (PUC) authority with respect to the use and repair of public streets. Cities have the ability to plan maintenance programs, protect public safety, minimize public inconvenience and ensure adherence to sound construction practices. Indicators point to streets with multiple cuts caused by uncoordinated construction shortens the life of the streets, causing increased taxpayer costs.

The Public Works Director or City Engineer may grant exemptions to this prohibition and when granting exceptions to this regulation, the Public Works Director or City Engineer may impose conditions determined appropriate to ensure the rapid and complete restoration of the street and the surface paving to protect the City's investment.

Emergency repairs in the public right-of-way are usually required where there is some condition that places the public's health and safety at risk. In the event of an emergency repair of subsurface facilities, for example a gas or water main leak, it will occasionally be necessary to cut or trench into a newly paved street that has been paved within the past five (5) years.

## ***STREET RESTRICTION***

- No excavation and no cutting shall be permitted in any public right-of-way for five (5) years after completion of surface paving or repaving.
- The Public Works Director or City Engineer has discretion to grant exceptions in certain circumstances:
  1. Emergency that threatens life or serious property damage.
  2. Work that is mandated by a federal, state, or county agency.
  3. No other reasonable means of providing service exists.
  4. Other situation deemed to be in the public interest.

## ***TRENCH CUT REPAIR STANDARDS***

When trench cuts do take place, the extent of the pavement restoration width will depend on the location of the trench and its placement (horizontal or vertical) in relationship to the parking, bike and travel lanes. A single lane that is impacted will have full pavement restoration for the width of the lane to the edge of the curb. If multiple lanes are impacted, the full width of those lanes to the nearest curb is required. Given the location and the extent of the trench repair, consideration may be given for restoration only to the center of a lane(s). Impacted bike lanes will be restored in their entirety. Standard ST 11B is the City's trench standard to be used by all entities paving streets in the public right-of-way and is attached for reference (Attachment 2).

**CONSIDERATION AND APPROVAL OF AN ORDINANCE MODIFYING SECTIONS OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE, TITLE 7 "PUBLIC WORKS," ADDING CHAPTER 4 "EXCAVATIONS," ADOPTING A FIVE (5) YEAR PAVEMENT EXCAVATION MORATORIUM RESTRICTING UTILITY CUTS OF NEWLY PAVED ROADWAYS IN THE PUBLIC RIGHT-OF-WAY**

September 4, 2018

Page 3 of 3

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The City Attorney's Office has reviewed the Ordinance as to form and staff has requested input from all Utility Companies that have a vested interest in the public right-of-way.

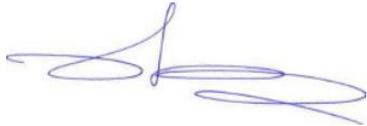
**FISCAL IMPACT/FINANCING**

Approval of the recommended action will have no adverse fiscal impact to the General Fund. Some cost savings may be realized from this Ordinance, as street integrity will be maintained and preserved.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



DANIEL HERNANDEZ  
Director of Public Works

**ATTACHMENT(S)**

- A. Ordinance No. 2018-967
- B. Standard ST 11B

# ATTACHMENT "A"



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

3 **SECTION 1.** Incorporation of Recitals. The City Council hereby finds and  
4 determines that the recitals above are true and correct and are hereby incorporated  
5 into this ordinance as though fully set forth herein.

6 **SECTION 2.** Title 7 "Public Works," Chapter 4 "Excavations," of the City of  
7 Huntington Park's Municipal Code is hereby added and shall read as follows:

8 **Restriction on Excavations.**

9 A. Prohibition. No excavation and no cutting shall be permitted in any  
10 public right-of-way for five years after completion of surface paving or repaving.

11 B. Exceptions. The Public Works Director or City Engineer may in its  
12 discretion grant exceptions to the prohibition of this Section under the following  
13 circumstances. In granting exceptions, the Public Works Director or City Engineer  
14 may lengthen and enlarge the required area of restoration up to the full-width of the  
15 roadway, and impose other reasonable conditions as it deems appropriate to protect  
16 the public interest.

17 (1) Emergency that threatens life or serious property damage.

18 (2) Work that is mandated by a federal, state, or county agency.

19 (3) No other reasonable means of providing service exists.

20 (4) Other situation deemed to be in the public interest.

21 C. The City Engineer shall develop and maintain a Master Pavement List  
22 and make it available at the Engineering Division public counter and the City Clerk's  
23 Office. The Master Pavement List shall identify those segments of public right-of-  
24 way that are subject to the prohibition of this Ordinance and the corresponding  
25 starting and ending dates of the prohibition.

26 D. Rules and procedures. The City Engineer may promulgate pavement  
27 restoration guidelines and other rules and procedures that are consistent with this  
28 Chapter.

29 **SECTION 3.** Any provision of the City of Huntington Park's Municipal Code  
30 or appendix thereto inconsistent with the provisions of this Ordinance, to the extent  
31 of such inconsistency and no further, is hereby repealed or modified to that extent  
32 necessary to effect the provisions of this Ordinance.

33 **SECTION 4. CEQA.** This Ordinance is exempt from the California  
34 Environmental Quality Act ("CEQA") based on the following:

35 A. Under CEQA Guidelines Section 15061(b)(3), CEQA review is not  
36 required because there is no possibility that this Ordinance may have a significant  
37 effect upon the environment.

38 B. Under CEQA Guidelines Section 15378, the proposed amendment is  
not a project under CEQA because it will not cause a direct physical change in the  
environment, or a reasonably foreseeable indirect physical change in the  
environment, because it is limiting in nature and does not authorize any specific  
development activity or promote new construction.

1 C. Any potential indirect physical change in the environment is speculative  
2 and not reasonably foreseeable.

3 **SECTION 5. Severability.** If any section, subsection, subdivision,  
4 paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for  
5 any reason held to be invalid or unconstitutional by a decision of any court of  
6 competent jurisdiction, such decision shall not affect the validity of the remaining  
7 portions of this Ordinance or any part thereof. The City Council hereby declares that  
8 it would have passed each section, subsection, subdivision, paragraph, sentence,  
9 clause or phrase thereof, irrespective of the fact that any one or more section,  
10 subsection, subdivision, paragraph, sentence, clause or phrase would be  
11 subsequently declared invalid or unconstitutional.

12 **SECTION 6.** The City Clerk shall attest to the adoption of this ordinance  
13 and shall cause the same to be published in a newspaper of general circulation  
14 within 15 days after its passage in accordance with Government Code section  
15 36933. This ordinance shall take effect 30 days after its passage pursuant to  
16 Government Code section 36937.

17 **PASSED, APPROVED, AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, 2018.

18 \_\_\_\_\_  
19 Jhonny Pineda, Mayor

20 **ATTEST:**

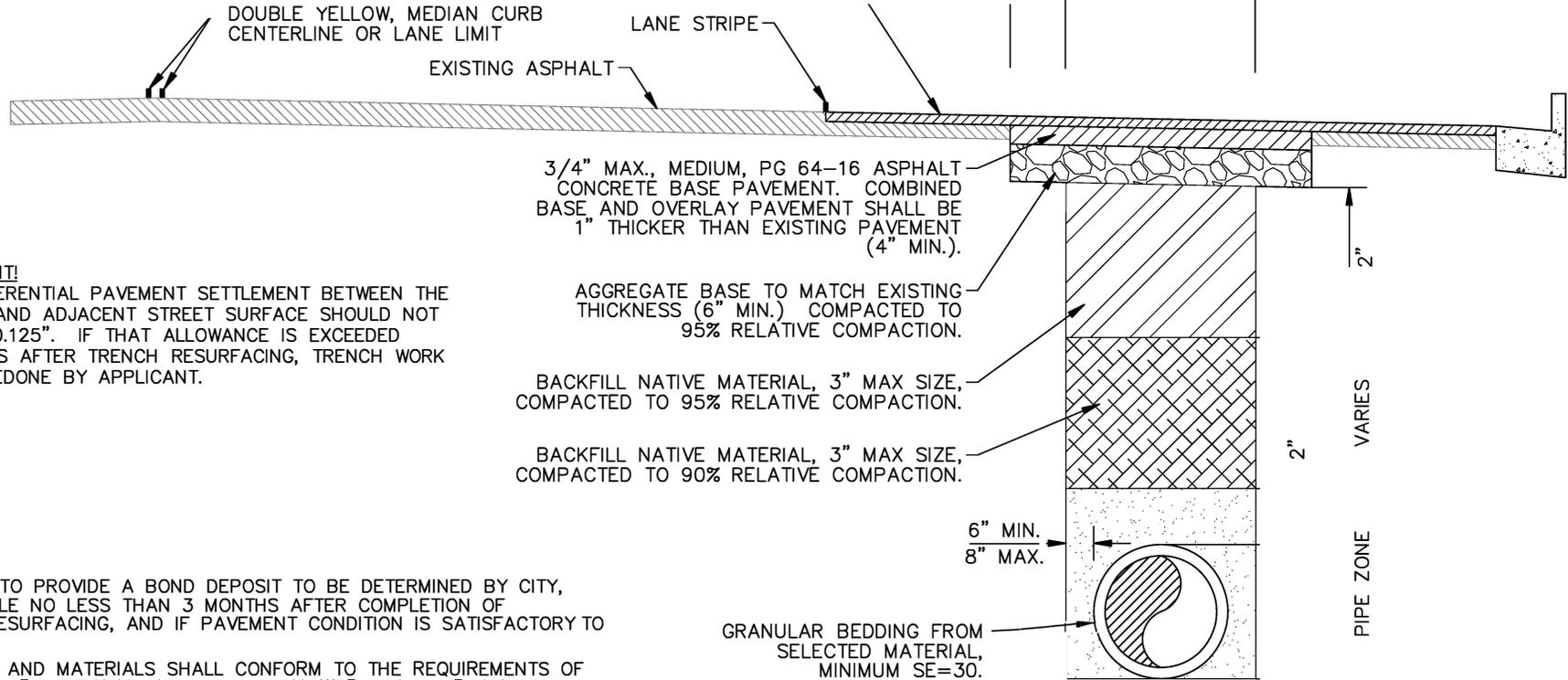
21 \_\_\_\_\_  
22 Donna Schwartz, CMC,  
23 City Clerk

24 **APPROVED AS TO FORM:**

25 \_\_\_\_\_  
26 Arnold Alvarez-Glasman, City Attorney

# ATTACHMENT "B"

PERMITEE SHALL PERFORM 2" GRIND AND OVERLAY WITH 1/2" MAX., MEDIUM, PG 64-16 ASPHALT CONCRETE PAVEMENT. OVERLAY LIMITS SHALL EXTEND FROM EDGE OF PAVEMENT TO LANE LINE OR LANE LINE TO LANE LINE FOR ALL IMPACTED TRAFFIC LANES. GRIND AND OVERLAY WORK SHALL BE DONE 2 WEEKS AFTER BASE PAVEMENT IS INSTALLED.



**IMPORTANT!**

THE DIFFERENTIAL PAVEMENT SETTLEMENT BETWEEN THE TRENCH AND ADJACENT STREET SURFACE SHOULD NOT EXCEED 0.125". IF THAT ALLOWANCE IS EXCEEDED 3 MONTHS AFTER TRENCH RESURFACING, TRENCH WORK TO BE REDONE BY APPLICANT.

AGGREGATE BASE TO MATCH EXISTING THICKNESS (6" MIN.) COMPACTED TO 95% RELATIVE COMPACTION.

BACKFILL NATIVE MATERIAL, 3" MAX SIZE, COMPACTED TO 95% RELATIVE COMPACTION.

BACKFILL NATIVE MATERIAL, 3" MAX SIZE, COMPACTED TO 90% RELATIVE COMPACTION.

**NOTES:**

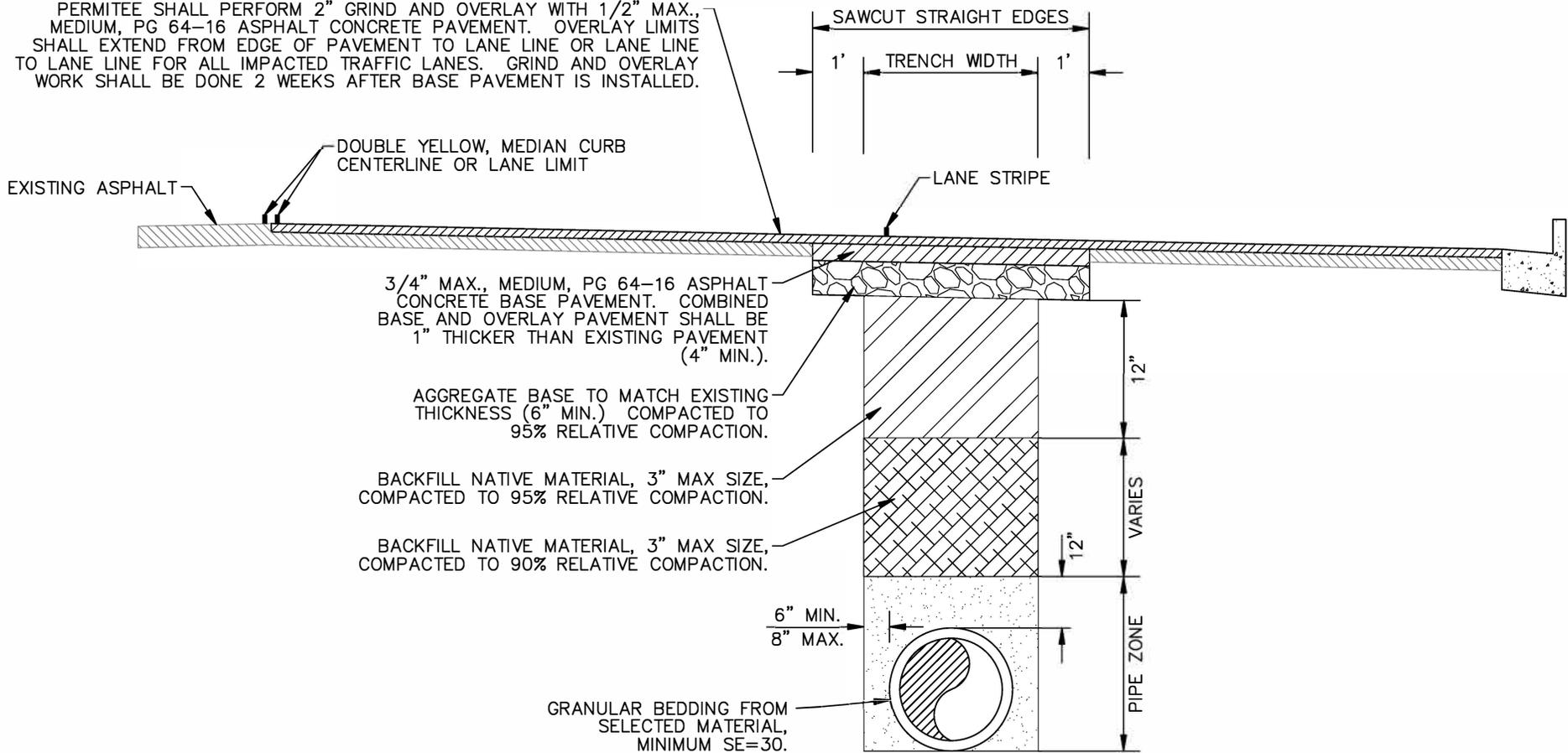
1. PERMITEE TO PROVIDE A BOND DEPOSIT TO BE DETERMINED BY CITY, REFUNDABLE NO LESS THAN 3 MONTHS AFTER COMPLETION OF TRENCH RESURFACING, AND IF PAVEMENT CONDITION IS SATISFACTORY TO CITY.
2. ALL WORK AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
3. NO TEMPORARY PAVEMENT SHALL BE PLACED. PERMANENT PAVEMENT SHALL BE PLACED IMMEDIATELY UPON COMPLETION OF BACKFILL AND COMPACTION.
4. A.C. OR P.C.C. PAVEMENT LESS THAN 5 YEARS OLD SHALL NOT BE CUT, EXCEPT FOR EMERGENCY REPAIRS.
5. REPLACED CONCRETE SHALL BE FINISHED TO THE SAME SURFACE TEXTURE AS THAT OF THE ADJACENT EXISTING CONCRETE.
6. APPLICANT MUST REMOVE ALL MARKINGS BY UNDERGROUND SERVICE ALERT REGARDLESS OF WHO PAINTED THE MARKINGS.
7. NO RECYCLED MATERIAL ALLOWED IN AC PAVEMENT.
8. FOR P.C.C. PAVEMENT, NEW CONCRETE SECTION TO BE CONNECTED TO EXISTING CONCRETE THROUGH DOWELS AND SHALL MATCH EXISTING PAVEMENT THICKNESS, AND SHALL HAVE WIRE MESH (SEE GREENBOOK SPECIFICATIONS).
9. ALL REQUIREMENTS APPLY UNLESS WAIVED IN WRITING BY THE CITY.
10. ALL BITUMINOUS MATERIALS DEPOSITED OVER EXISTING PAVEMENT STRIPING MUST BE CLEANED. ALL EXISTING STRIPING AND PAVEMENT MARKINGS TO BE REPAINTED ON STREETS WHERE TRENCH CONSTRUCTION TAKES PLACE.

GRANULAR BEDDING FROM SELECTED MATERIAL, MINIMUM SE=30.

\*SEE SHEET 2 FOR TRENCH IMPACTING MULTIPLE LANES.

<b>ST-11B</b>	
<b>CITY OF HUNTINGTON PARK</b>	
<b>TRENCH RESURFACING DETAIL SINGLE LANE</b>	
<b>Bruno Callu, P.E.</b> City Engineer	<b>4/10/18</b> Date

PERMITEE SHALL PERFORM 2" GRIND AND OVERLAY WITH 1/2" MAX., MEDIUM, PG 64-16 ASPHALT CONCRETE PAVEMENT. OVERLAY LIMITS SHALL EXTEND FROM EDGE OF PAVEMENT TO LANE LINE OR LANE LINE TO LANE LINE FOR ALL IMPACTED TRAFFIC LANES. GRIND AND OVERLAY WORK SHALL BE DONE 2 WEEKS AFTER BASE PAVEMENT IS INSTALLED.



<b>ST-11B</b>	
<b>CITY OF HUNTINGTON PARK</b>	
<b>TRENCH RESURFACING DETAIL MULTIPLE LANES</b>	
<b>Bruno Callu, P.E.</b> City Engineer	<b>4/10/18</b> Date



# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

September 4, 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 FOR AUTHORIZATION TO PURCHASE A JOHN DEERE GATOR**

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

1. Approve purchase of John Deere Gator from Powerland Equipment

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

The Parks Maintenance Division has less staff, therefore the need to be more efficient has become critical. The purchase of a utility vehicle such as a John Deere Gator will provide the maintenance division more mobility and the ability to cover more ground in less time. The Gator will be primarily used at Salt Lake Park, Senior Park and the Community Center. In addition, the Gator can be used for special events, such as the Christmas Parade, the Halloween events and others as required.

The following companies provided quotes. Each company is a part of a national purchasing agreement which explains the identical pricing.

<b>Company Name</b>	<b>Amount Quoted</b>
Kern Machinery	\$11,446.60
Stotz Equipment	\$11,447.26
Powerland Equipment	\$11,447.26

The Parks and Recreation Department has purchased a Gator from Powerland Equipment in the past and provided positive feedback. Additionally, Powerland Equipment's W-9 is on file, and already in the City's financial system. Therefore, it is staff's recommendation to purchase the unit and accessories from this distributor.

**CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE A JOHN DEERE GATOR**

September 4, 2018

Page 2 of 2

**FISCAL IMPACT/FINANCING**

The Gator was included in the adopted FY 2018-19 budget. Below are the respective account numbers which will be used

<b>Account Number</b>	<b>Amount</b>
226-8010-419.74-10	\$10,000.00
535-8090-452.74-10	\$ 1,447.26

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



DANIEL HERNANDEZ  
Director of Public Works

**ATTACHMENTS**

A. Quotes

# ATTACHMENT "A"

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Stotz Equipment  
 4811 Brooks Street  
 Montclair, CA 91763  
 909-626-8586  
 xx8699@stotzeq.com

### Quote Summary

**Prepared For:**

City Of Huntington Park  
 CA

**Delivering Dealer:**

**Stotz Equipment**  
 Zachary Moore  
 4811 Brooks Street  
 Montclair, CA 91763  
 Phone: 909-626-8586  
 Mobile: 909-664-3209  
 zmoore@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

**Quote ID:** 17968374  
**Created On:** 10 August 2018  
**Last Modified On:** 10 August 2018  
**Expiration Date:** 21 September 2018

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE TE (Model Year 18)	\$ 10,454.12	1	=	\$ 10,454.12
<b>Contract:</b> National Purchasing Partners (NPP) UVs PS18010 (PG 8Z CG 70)				
<b>Price Effective Date:</b> August 10, 2018				
<b>Equipment Total</b>				<b>\$ 10,454.12</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 10,454.12
Trade In	
SubTotal	<b>\$ 10,454.12</b>
Sales Tax - (9.50%)	\$ 993.14
Est. Service Agreement Tax	\$ 0.00
Total	\$ 11,447.26
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 11,447.26</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

Quote Id: 17968374      Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Stotz Equipment  
 4811 Brooks Street  
 Montclair, CA 91763  
 909-626-8586  
 xx8699@stotzeq.com

## JOHN DEERE TE (Model Year 18)

Hours:

Stock Number:

Contract: National Purchasing Partners (NPP) UVs PS18010  
 (PG 8Z CG 70)

Selling Price \*  
 \$ 10,454.12

Price Effective Date: August 10, 2018

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5591M	TE (Model Year 18)	1	\$ 11,779.00	16.00	\$ 1,884.64	\$ 9,894.36	\$ 9,894.36
<b>Standard Options - Per Unit</b>							
001A	US/Canada	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	PR - Base	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Less Power Lift	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3301	Less 48V to 12V Converter (with 48-V Headlights)	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BM22769	Cargo Box Divider	1	\$ 205.44	16.00	\$ 32.87	\$ 172.57	\$ 172.57
BM22775	Side Tool Rack	1	\$ 326.36	16.00	\$ 52.22	\$ 274.14	\$ 274.14
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	\$ 38.51	16.00	\$ 6.16	\$ 32.35	\$ 32.35
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	1	\$ 87.74	16.00	\$ 14.04	\$ 73.70	\$ 73.70
<b>Dealer Attachments Total</b>			<b>\$ 658.05</b>		<b>\$ 105.29</b>	<b>\$ 552.76</b>	<b>\$ 552.76</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>



# Selling Equipment

Quote Id: 17968374      Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Stotz Equipment  
4811 Brooks Street  
Montclair, CA 91763  
909-626-8586  
xx8699@stotzeq.com

Suggested Price		\$ 10,447.12		
		Fees		
ca tire fee	1	7.00	7.00	7.00
<b>Equipment Fees Total</b>		<b>\$ 7.00</b>	<b>\$ 7.00</b>	<b>\$ 7.00</b>
<b>Total Selling Price</b>		<b>\$ 12,444.05</b>	<b>\$ 1,989.93</b>	<b>\$ 10,454.12</b>
			<b>\$ 10,454.12</b>	<b>\$ 10,454.12</b>



Quote Id: 18085469

---

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Kern Machinery, Inc.  
45223 23rd Street West  
Lancaster, CA 93536  
661-948-8882  
general@kminc.com

---

29 August 2018  
3401 E Florence Ave  
Huntington Park, CA 90255

Daniel,  
Here is the quote for the Gator with the attachments. Please feel free to contact me with any questions.

Warren Jablonski  
661-948-8882  
Kern Machinery, Inc.

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Kern Machinery, Inc.  
 45223 23rd Street West  
 Lancaster, CA 93536  
 661-948-8882  
 general@kminc.com

### Quote Summary

**Prepared For:**

City Of Huntington Park Parks & Recreation  
 3401 E Florence Ave  
 Huntington Park, CA 90255  
 Business: 323-584-6216

**Delivering Dealer:**

**Kern Machinery, Inc.**  
 Warren Jablonski  
 45223 23rd Street West  
 Lancaster, CA 93536  
 Phone: 661-948-8882  
 wjablonski@kminc.com

**Quote ID:** 18085469  
**Created On:** 29 August 2018  
**Last Modified On:** 29 August 2018  
**Expiration Date:** 31 October 2018

Equipment Summary	Suggested List	Selling Price	Qty	=	Extended
JOHN DEERE TE (Model Year 18)	\$ 12,437.05	\$ 10,447.12	1	=	\$ 10,447.12
<b>Contract:</b> National Purchasing Partners (NPP) UVs PS18010 (PG 8Z CG 70)					
<b>Price Effective Date:</b> August 29, 2018					
<b>Equipment Total</b>					<b>\$ 10,447.12</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 10,447.12
Trade In	
SubTotal	<b>\$ 10,447.12</b>
Sales Tax - (9.50%)	\$ 992.48
CA Tire Fee	\$ 7.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 11,446.60
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 11,446.60</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 18085469      **Customer Name:** CITY OF HUNTINGTON PARK PARKS & RECREATION

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Kern Machinery, Inc.  
 45223 23rd Street West  
 Lancaster, CA 93536  
 661-948-8882  
 general@kminc.com

## JOHN DEERE TE (Model Year 18)

**Contract:** National Purchasing Partners (NPP) UVs PS18010  
 (PG 8Z CG 70)

**Suggested List \***  
 \$ 12,437.05

**Price Effective Date:** August 29, 2018

**Selling Price \***  
 \$ 10,447.12

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5591M	TE (Model Year 18)	1	\$ 11,779.00	16.00	\$ 1,884.64	\$ 9,894.36	\$ 9,894.36
<b>Standard Options - Per Unit</b>							
001A	US/Canada	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	PR - Base	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Less Power Lift	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3301	Less 48V to 12V Converter (with 48-V Headlights)	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BM22769	Cargo Box Divider	1	\$ 205.44	16.00	\$ 32.87	\$ 172.57	\$ 172.57
BM22775	Side Tool Rack	1	\$ 326.36	16.00	\$ 52.22	\$ 274.14	\$ 274.14
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	\$ 38.51	16.00	\$ 6.16	\$ 32.35	\$ 32.35
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	1	\$ 87.74	16.00	\$ 14.04	\$ 73.70	\$ 73.70
<b>Dealer Attachments Total</b>			<b>\$ 658.05</b>		<b>\$ 105.29</b>	<b>\$ 552.76</b>	<b>\$ 552.76</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>



# Selling Equipment

Quote Id: 18085469      Customer Name: CITY OF HUNTINGTON PARK PARKS & RECREATION

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Kern Machinery, Inc.  
45223 23rd Street West  
Lancaster, CA 93536  
661-948-8882  
general@kminc.com

<b>Suggested Price</b>				<b>\$ 10,447.12</b>
<b>Total Selling Price</b>	<b>\$ 12,437.05</b>	<b>\$ 1,989.93</b>	<b>\$ 10,447.12</b>	<b>\$ 10,447.12</b>

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Powerland Equipment, Inc.  
 27943 Valley Center Road  
 Valley Center, CA 92082  
 760-749-1271  
 susan@powerlandequipment.com

### Quote Summary

**Prepared For:**

City Of Huntington Park Parks & Recreation  
 3401 E Florence Ave  
 Huntington Park, CA 90255  
 Business: 323-584-6216

**Delivering Dealer:**

**Powerland Equipment, Inc.**  
 Michele Burt  
 27943 Valley Center Road  
 Valley Center, CA 92082  
 Phone: 760-749-1271  
 michele@powerlandequipment.com

**Quote ID:** 17966766  
**Created On:** 09 August 2018  
**Last Modified On:** 29 August 2018  
**Expiration Date:** 10 September 2018

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE TE (Model Year 18)	\$ 9,901.36	1	=	\$ 9,901.36

**Contract:** Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)

**Price Effective Date:** August 9, 2018

Equipment Total	\$ 9,901.36
BM22769 BED DIVIDER .....	\$172.57
BM22775 SIDE TOOL RACK.....	\$274.14
BM23989 DRAWBAR.....	\$32.35
BM23839 REAR RECEIVER.....	\$73.70

\* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$10,454.12
Trade In	
SubTotal	<b>\$10,454.12</b>
Sales Tax - (9.50%)	\$ 993.14
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 11,447.26
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 11,447.26</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

Quote Id: 17966766      Customer Name: CITY OF HUNTINGTON PARK PARKS & RECREATION

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Powerland Equipment, Inc.  
27943 Valley Center Road  
Valley Center, CA 92082  
760-749-1271  
susan@powerlandequipment.com

## JOHN DEERE TE (Model Year 18)

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 062117-DAC  
(PG NB CG 70)

Selling Price \*  
\$ 9,901.36

Price Effective Date: August 9, 2018

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5591M	TE (Model Year 18)	1	\$ 11,779.00	16.00	\$ 1,884.64	\$ 9,894.36	\$ 9,894.36
<b>Standard Options - Per Unit</b>							
001A	US/Canada	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	PR - Base	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Less Power Lift	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3301	Less 48V to 12V Converter (with 48-V Headlights)	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>						<b>\$ 9,894.36</b>	
<b>Additional Discounts</b>							
<b>Additional Discount Total</b>					<b>\$ 0.00</b>	<b>\$ -0.00</b>	<b>\$ -0.00</b>
<b>Fees</b>							
	Tire Tax	1	7.00			7.00	7.00
<b>Equipment Fees Total</b>			<b>\$ 7.00</b>			<b>\$ 7.00</b>	<b>\$ 7.00</b>



# Selling Equipment

Quote Id: 17966766      Customer Name: CITY OF HUNTINGTON PARK PARKS & RECREATION

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Powerland Equipment, Inc.  
27943 Valley Center Road  
Valley Center, CA 92082  
760-749-1271  
susan@powerlandequipment.com



BM22769	BED DIVIDER .....	\$172.57
BM22775	SIDE TOOL RACK.....	\$274.14
BM23989	DRAWBAR.....	\$32.35
BM23839	REAR RECEIVER.....	\$73.70

Quote Summary

Equipment Total.....\$10,454.12

Trade In

SubTotal.....\$10,454.12

Sales Tax - (9.50%).....\$993.14

Est. Service Agreement Tax.....\$ 0.00

Total.....\$ 11,447.26

Down Payment(0.00)

Rental Applied(0.00)

Balance Due.....\$ 11,447.26

## Extended Repair Plan Proposal

## PowerGard™ Protection Plan Residential

<b>Date :</b> August 29, 2018					
<b>Machine/Use Information</b>		<b>Plan Description</b>		<b>Price</b>	
Manufacturer	<b>JOHN DEERE</b>	Plan Type:		Deductible:	
Equipment Type	TE GATOR ELEC 4X2 (145 AMP)	Coverage:		Quoted Price	\$ 0.00
Model	TE GATOR ELEC 4X2 (145 AMP)	Total Months:			
		Total Hours:			

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles)."Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

**Proposal Prepared for:**

*I have been offered this coverage and*

Customer Name - Please Print

I ACCEPT the Residential plan

I DECLINE the Residential plan

Customer Signature

*If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.*

**Note :** This is **not** a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website([www.JohnDeere.com](http://www.JohnDeere.com)) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

**PowerGard™ Protection Plan Residential (Residential plan) is:**

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

**Not covered under a Residential plan:**

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.

**Benefits of a Residential plan:**

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
  - No deductibles and no out-of-pocket costs on covered repairs.
  - Free transportation for factory warranty and extended repair plan repairs for the term of the plan(Note:A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
  - Low deductibles on covered repairs
  - Do not provide transportation coverage



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

September 4, 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 CONSULTING SERVICES AGREEMENT WITH OWEN GROUP, INC. FOR PREPARATION OF AN AMERICAN WITH DISABILITIES ACT (ADA) TRANSITION PLAN**

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

1. Approve First Amendment to the Consulting Services Agreement to Prepare an ADA Transition Plan between the City of Huntington Park and the Owen Group, Inc.;
2. Authorize City Manager to execute agreement; and
3. Authorize City Manager to approve budget transfer within fund account.

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

On January 17, 2017 City Council approved the City of Huntington Park's ADA Transitional Plan by awarding a consulting service agreement to The Owen Group, Inc.

The scope of the service included:

- Facility Survey/Barrier Assessment
- ADA Self Evaluation (Programmatic and Policy Review)
- Public Rights-of-Way
- Comprehensive ADA Self Evaluation and Transition Plan
- Public Participation and Outreach
- Accessibility Management Software/Electronic Database

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH OWEN GROUP, INC. FOR PREPARATION OF AN AMERICAN WITH DISABILITIES ACT (ADA) TRANSITION PLAN**

September 4, 2018

Page 2 of 2

On January 6, 2018, The Owen Group, Inc. requested a contract extension and additional funds to complete the Transitional Plan. See Attachment A for reference. Staff reviewed their request and determined partial agreement to their request. We acknowledged due to the nature of the City, which includes the age, infrastructure design standards, utility interference and private property intrusions into the public right of way a contract change order would be appropriate due to the unforeseen conditions. The terms requiring adjustment are the contract period and contract amount.

Based on negotiations between the City and The Owen Group, staff recommends a \$40,000 increase and an extension to September 30, 2018.

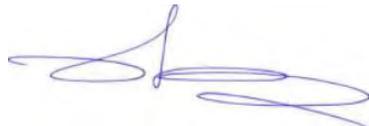
**FISCAL IMPACT/FINANCING**

The City's FY 2018-19 budget contains monies budgeted for this purpose in the amount of \$40,000 in the Gasoline Tax Fund/Engineering. However, a budget transfer from account number 221-4010-431.73-10 to 221-4010-431.56-41 is required.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



DANIEL HERNANDEZ  
Director of Public Works

**ATTACHMENT(S)**

- A. Owen Group Change Order Request
- B. Draft First Amendment to Contract Services Agreement
- C. Master Agreement

# ATTACHMENT "A"



January 16, 2018

Daniel Hernandez  
Director of Public Works  
City of Huntington Park  
6900 Bissell Street | Huntington Park, CA 90255  
Office (323) 584-6320 | Cell (323) 395-1480

**Re: Consulting Services to Prepare an American with Disabilities Act (ADA) Transition Plan  
Contract Extension Request**

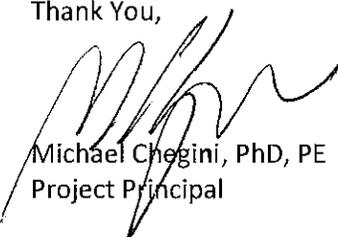
Mr. Hernandez,

Thank you for taking the time to take our call today. Per our conference call, we are submitting a formal request for an extension of the original agreement with a budget of \$94,960 which expires on January 17, 2018. The reason for the extension is due to excessive ADA issues encountered during the right-of-way field work, as well as excessive ADA issue encountered in the facility assessments due to the age of the City facilities. The higher density of homes (more driveways) found in the City caused much more stoppage time for our field surveyors, as well as the above-ground utilities also created unanticipated quantity of barriers that demanded more stoppage time for the recording of barriers.

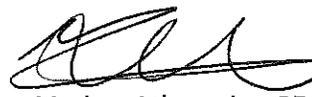
This extension request includes a schedule adjustment and **additional fees of \$65,000**. This additional fee will allow us to continue working towards finishing the report.

We look forward to your support in processing the additional fees for us to complete and provide you with a sound and well-detailed ADA Self-Evaluation Plan. As the managing principal at Owen Group, I will make myself available in any way to help expedite this request.

Thank You,



Michael Chegini, PhD, PE  
Project Principal



Mariam Athanasius, PE  
Project Manager

# ATTACHMENT "B"



2018

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT**

**(Engagement: Consulting Services to Prepare an  
American with Disabilities Act (ADA) Transition Plan)**

THIS FIRST AMENDMENT (the "First Amendment") to Consulting Services Agreement is made and entered into this **September 4, 2018** by and between the City of Huntington Park, a municipal corporation (hereinafter, "CITY") and **Owen Group, Inc.**, (hereinafter, "CONSULTANT") and expired on April 17, 2018. For the purposes of this agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties."

**RECITALS**

WHEREAS, on or about January 17, 2017, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Owen Group, Inc.) (hereinafter, the "Master Agreement"); and

WHEREAS, City and Consultant are parties to that certain Mater Agreement, dated January 17, 2017 (Exhibit A); and

WHEREAS, Section 6.16 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

WHEREAS, Parties desire to amend the Master Agreement to extend the term and amend the compensation of the Agreement.

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

1. **TERM.** Section 1.2 of the Master Agreement is hereby amended to be replaced with the following: "The term of this Agreement shall commence on **April 17, 2018 and expire on September 30, 2018**. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate the Master Agreement at any time for convenience or for cause."

2. COMPENSATION. Total compensation during the Term of this First Amended Agreement shall not exceed the budgeted aggregate sum of **\$40,000 (FORTY THOUSAND DOLLARS)**.

3. Except as otherwise set forth in this First Amendment, the terms of the Master Agreement shall control. This First Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

4. In the event of any conflict or inconsistency between this First Amendment and the Master Agreement, the provisions of the Master Agreement shall control, but only to the extent necessary to resolve the conflict or inconsistency.

5. This First Amendment may be executed in counterparts, which together shall comprise a single instrument.

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to the Master Agreement to be executed on the day and year first appearing above.

**CITY OF HUNTINGTON PARK:**

**OWEN GROUP, INC:**

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

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

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

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Arnold M. Alvarez-Glasman  
City Attorney

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

# ATTACHMENT "C"



## CONTRACT SERVICES AGREEMENT

### **(CONSULTING SERVICES TO PREPARE AN AMERICAN WITH DISABILITIES ACT (ADA) TRANSITION PLAN)**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 17<sup>TH</sup> day of January, 2017 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **OWEN GROUP, INC** (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 commence immediately upon execution of "Notice to Proceed" and shall expire 12 months from the date of the Notice to Proceed. It is Consultant's responsibility to request an extension at least sixty (60) days in advance of the expiration of term of the Agreement. .Nothing in this Section shall

operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services **Exhibit "A"**.
- 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 **\$94,960.00 (NINETY-FOUR THOUSAND NINE HUNDRED AND SIXTY DOLLARS)** (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, Director of Public Works and Acting Director of Public Works/City Engineer(hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. 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 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.

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.

- 2.5 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.
- 2.6 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.
- 2.7 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.

- 2.8 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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to 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 five (5) 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:**  
**OWEN GROUP, INC.**  
**STEVEN HOOPER, AIA, PE**  
**VICE PRESIDENT**  
**811 WILSHIRE BLVD, STE #1050**  
**LOS ANGELES, CA 90017**  
**PHONE: (949) 280-2873**

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

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** 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.

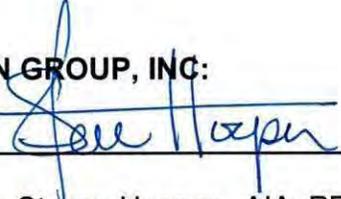
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency 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 three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

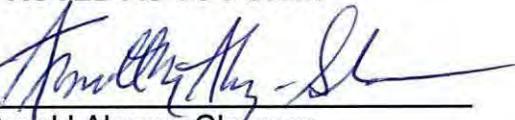
**CITY OF HUNTINGTON PARK:**

By:   
Edgar P. Cisneros, City Manager

**OWEN GROUP, INC:**

By:   
Name: Steven Hooper, AIA, PE  
Title: Vice President

**APPROVED AS TO FORM:**

By:   
Arnold Alvarez-Glasman  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The City of Huntington Park is seeking a qualified firm to prepare the City's Americans with Disabilities Act (ADA) Transition Plan. The consultant will inspect, evaluate and prepare reports identifying the extent of construction-related and potential barriers in the City's programs, services, activities and special sponsored events. The inspections will identify barriers or potential barriers in accordance with applicable Federal and State accessibility standards and regulations.

Please provide a Proposal to Provide Consulting Services to Prepare an Americans with Disabilities Act (ADA) Transition Plan for the City of Huntington Park. Please include your proposed team, qualifications and experience on similar projects, approach to the scope of work and reference from public agencies.

The scope of work of this ADA Transition Plan consists of:

- Facility Survey/Barrier Assessment
  - Develop a Transition Plan which will identify and prioritize current barriers, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues
  - Provide photographs, findings, recommendations, code references, estimated costs, priority settings in accessibility Software/Electronic Database
  - Provide Training for City Staff as requested on general ADA compliance rules and regulations so City Staff are knowledgeable and empowered to understand the accessibility requirements (existing and new construction)
  
- ADA Self Evaluation (Programmatic and Policy Review)
  - Assist the City in developing the procedures, forms and posting needed to conduct a self-evaluation of City's program, services, activities and events
  - Conduct the self-evaluation of all relevant public facilities, programs, services and activities, to include research, field data collection and data analysis
  - Review policies, procedures and practices to determine if any are discriminatory or potentially discriminatory
  
- Public Rights-of-Way

- Conduct a survey of City public right-of-ways to include but not limited to sidewalks, crosswalks, pathways, curb ramps for compliance with the ADA, PROWAG, CAMUTCD and other applicable standards and regulations
- Comprehensive ADA Self Evaluation and Transition Plan
  - Develop, in coordination with the City, a comprehensive ADA Self-Evaluation and Transition Plan for facilities, building, parks and the public right-of-way;
  - In addition to the minimum ADA requirements to be included in a transition plan, the plan shall also include, but not limited to: the noncompliance finding, recommended method for barrier removal, prioritization for removal of barriers, project schedule for barrier removals, responsible person to implement the plan, estimated costs, procedures, forms and methodology, standard drawing for remediation methods
- Public Participation and Outreach
  - As required by Title II of the ADA, the Consultant will lead the public participation and outreach program to assist the City to advise the public and stakeholders, solicit input into City's plan, provide opportunity for interested persons and individuals.
  - Present recommendations to the City regarding the proposed methods to provide public input
- Accessibility Management Software/Electronic Database
  - Provide the City with actual accessibility management software/electronic database of items contained in the Facility Survey Report. This will be a monitoring, tracking, and management system tool for City.
  - Consultant to attend the City Council meeting during the staff's presentation of the ADA Transition Plan, and will answer to questions, if any

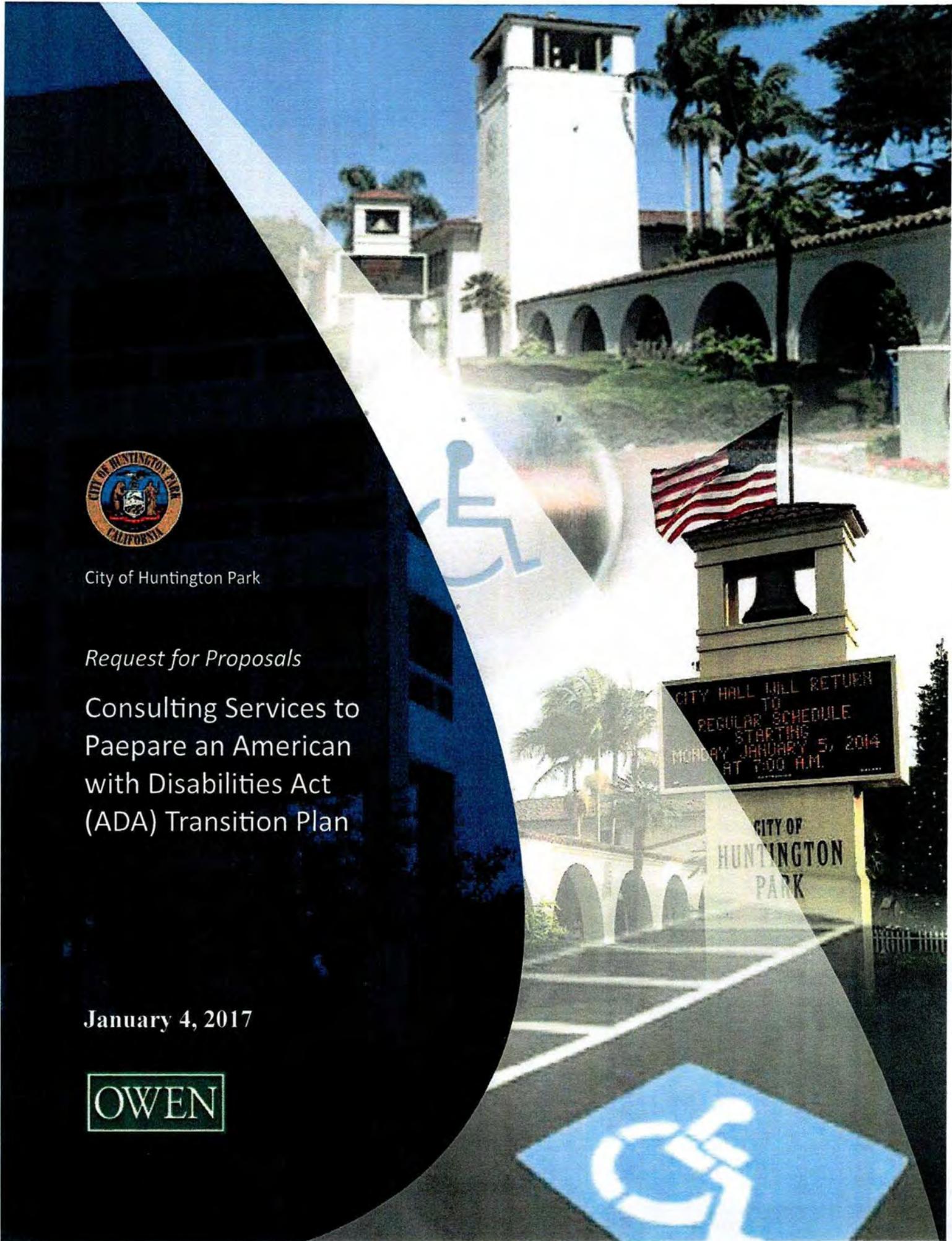


City of Huntington Park

*Request for Proposals*

Consulting Services to  
Prepare an American  
with Disabilities Act  
(ADA) Transition Plan

January 4, 2017





811 Wilshire Boulevard, Suite 1050  
Los Angeles, CA 90017  
[www.owengroup.com](http://www.owengroup.com)

January 3, 2017

Irvine | San Bernardino | Oceanside  
toll free: 800.600.6936 | ph: 213.873.4700 | f: 213.873.4790

Office of the City Clerk  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attention: Ms. Janie Pichardo

**RE: Response to Request for Proposal (RFP) to Provide an Americans with Disabilities Act (ADA) Transition Plan**

Dear Ms. Pichardo:

Owen Group, Inc. (Owen), is pleased to present our proposal to the City of Huntington Park (City) to provide professional services to complete a Americans with Disabilities (ADA) Transition Plan. The City is requiring a qualified consultant to inspect, evaluate, and prepare reports identifying the extent of construction-related and potential barriers in the City's programs, services, activities, and special sponsored events. Owen's inspections and evaluations will clearly identify ADA barriers or potential barriers in accordance with the most recent Federal and State ADA accessibility standards and regulations. Our ADA compliance services involve field investigations and assessments to provide the basis for identification, prioritizing, budgeting, and implementation of plans in order to assist the City in its efforts to comply with accessibility requirements as required by the State Architects Office California Building Code (CBC) ADA Title 24, 2010 ADA Accessibility Guidelines (ADAAG), 2010 Pedestrian Rights of Way Guidelines (PROWAG), Code of Federal Regulations (CFR) 28, Part 35 of the ADA, Code of Federal Regulations (CFR) 49, Part 27 of the 1973 Rehabilitation Act, Manual on Uniform Traffic Control Devices (MUTCD), and other applicable governing codes relating to ADA accessibility. With ADA accessibility compliance as a core service area of Owen, we are confident that our project team will meet, if not exceed, the expectations of the City on every level.

Owen, one of the state's leading architectural and engineering design firms, has specialized in performing site and program accessibility compliance evaluations and transition planning and upgrades to existing transition plans to assist public agencies in complying with ADA accessibility codes and specifications for public owned or leased and operated buildings; supporting facilities such a maintenance yards, police departments, schools, transportation centers, and bus stops; residential and treatment facilities; parks, community pools, and recreational areas; and all areas within the public right of way (streets, roads, sidewalks, curbs, ramps, traffic signals, pedestrian crossings, etc). Owen's in-house professional staff of Certified Access Specialists (CASP), ADA compliance specialists, architects, and civil, structural, mechanical, electrical, and plumbing engineers have been actively involved in a multitude of ADA compliance programs. Since 1981, Owen has worked in collaboration with municipal, state, federal, transportation, educational, healthcare, residential, institutional, and commercial facilities to create barrier free access for persons with disabilities. Many of these contracts were successfully completed on fast track schedules and limited budgets.

Leading the Owen project team is our most qualified and experienced ADA Compliance Specialist and Civil Engineer, Mr. Ken Jewell, PE, QSP/QSD, CPESC, who will serve as the Project Manager. With more than 16 years of experience, Mr. Jewell will serve as the City's direct point of contact to promote a streamlined communication process to ensure the needs of all ADA accessibility compliance services are appropriately addressed throughout all phases of the project. Mr. Jewell serves as the Project Manager and Lead Civil Engineer for all of Owen's public agency ADA compliance evaluations. He also served as the Project Manager for ADA Compliance Upgrades for 77 individual LAUSD campuses and the Metro for the renovation of 21 bus sites along the Blue Line as the Lead Civil Engineer for various upgrades, including ADA improvements and signage. Through his civil engineering design experience on public and transportation infrastructure, Mr. Jewell is well versed with ADAAG, PROWAG from the Federal Access Board, the Federal Highway Administration's (FHWA) California Edition of MUTCD, and California Code of Regulations/Title 24.

Mr. Jewell is actively supported by a professional staff of CASP's, registered architects, multidisciplinary engineers, and other ADA compliance specialists, as well as our AutoCAD and BIM design group. Owen has designated Mr. David Stuber, CASP, as the Lead CASP, who brings the City 18 years of experience. Supporting Mr. Stuber is another Owen ADA compliance specialist, Mr. Jon Rose, CASP, who presents 30 years of experience. Owen has also included Mr. Phil Kaplan, ICC, of Access Beyond Measure, to assist with the City's ADA compliance programs, policies, and procedures. As a wheelchair user, Mr. Kaplan is an industry expert in ADA compliance and has worked with multiple public agencies in developing and updating internal policies and programs to promote ADA compliance. Further, Owen employs the use of

multiple tools to ensure ADA compliance projects are completed on time and on budget, which include ArcGIS and Filemaker Go/Pro.

**Why select the Owen team?** As a single-source multidisciplinary consulting firm with in-house CASp and accessibility specialists, Owen can cover every role identified in City's scope of services and beyond. As "problem solvers," we bring each challenge a fresh outlook, considering individual projects unique with their own objectives, criteria, and budget and schedule requirements. As a regular local provider of accessibility compliance services, this is one of Owen's core areas of technical expertise—not a sideline service. Our staff are ready to begin upon notice to proceed and have a clear understanding of the City's goals and objectives. There will be no learning curve and the technical expertise of this Owen team will bring the City quality work deliverables at each phase of the project.

Due to the page limitation, Owen has provided the following link to a Sample ADA Transition Plan report for your review and consideration, which is as follows: Direct: <https://owen.onehub.com/d/a2jp/>; Not Direct: Link: <https://owen.onehub.com/owen-ada> - Password: Ow220en.

This proposal has been prepared to be responsive to the City's Request for Proposal document. Our overall goal is to continue to provide local public agencies with quality ADA consulting services our clients have come to expect from Owen. We are confident our proposal will effectively communicate Owen's depth of professional talents, technical resources, successful project history, and responsiveness, and to clearly demonstrate how our technical skills and experience align strategically to meet the needs of the City for this important ADA Accessibility Services Program. The following bullets are presented to identify contact information and other criteria relevant to this contract:

➤ **Submitting Organization:**

Owen Group, Inc. | 811 Wilshire Boulevard, Suite 1050, Los Angeles, CA 90017

➤ **Contact Person | Authorized Representative to Sign Bind Owen to Contractual Terms:**

Steven Hooper, AIA, PE, Principal-in-Charge | (213) 873-4720 | [shooper@owengroup.com](mailto:shooper@owengroup.com)

➤ **Type of Business | Federal Tax Identification Number:**

S Corporation | 57-1146711

➤ **Validity of the Proposal:**

Owen understands that our proposal will remain valid for a period of no less than *ninety (90) days* from the due date of the submittal.

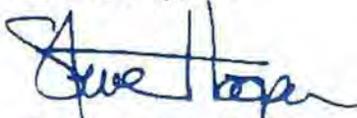
➤ **Addenda:**

Owen received notification of Addendum No. 1 on January 3, 2017.

Thank you for your consideration of the Owen team. We are proud to serve this contract from our local office in Los Angeles, with additional support from our Irvine, San Bernardino, and Oceanside offices, if required. As an authorized representative of Owen, I am able to contractually bind the firm, as well as negotiate contract terms. If you should have any questions, please do not hesitate to contact me at (949) 280-2873 or [shooper@owengroup.com](mailto:shooper@owengroup.com).

Sincerely,

**Owen Group, Inc.**



Steven Hooper, AIA, PE  
Vice President

## Section 1 Approach

### Basic Scope of Anticipated Work

#### Project Understanding

Owen Group, Inc. (Owen) will provide a comprehensive inspection and evaluation of the American's with Disabilities Act (ADA) accessibility barriers or potential barriers within the legal limits and unincorporated areas of the City of Huntington Park (City). Owen's inspections and evaluations will extend to internal City programs, policies, and special events. Programs may include all City services, activities, employment practices, and communications which may present ADA accessibility barriers to those with all types of disabilities. ADA inspections and evaluations will include all City owned, leased, and operated buildings and supporting facilities; City yards and maintenance areas; residential and treatment facilities; parks, community pools, and recreational areas; and all areas within the public right of way (streets, roads, sidewalks, curbs, ramps, traffic signals, pedestrian crossings, etc).

Our ADA compliance services involve comprehensive field investigations and evaluations to provide the basis for identification, prioritizing, budgeting, scheduling, and implementation of plans in order to assist the City in its efforts to comply with accessibility requirements as required by the State Architects Office California Building Code (CBC) ADA Title 24, 2010 ADA Accessibility Guidelines (ADAAG), 2010 Pedestrian Rights of Way Guidelines (PROWAG), Code of Federal Regulations (CFR) 28, Part 35 of the ADA, Code of Federal Regulations (CFR) 49, Part 27 of the 1973 Rehabilitation Act, Manual on Uniform Traffic Control Devices (MUTCD), and other applicable governing codes relating to ADA accessibility.

Based on the data gathered, which will be fully documented through an existing software/electronic database (FileMaker Pro) with field notes, photographs, and additional forms of documentation, Owen will develop a comprehensive Transition Plan that will clearly identify and prioritize barriers, with estimated costs and a schedule for the removal of barriers, which includes the involvement and input of City staff, stakeholders, and the public through public workshops and community outreach efforts, the number to be determined by both Owen and the City.

#### What We Know

**2013 Estimated Mileage.** Based on the Caltrans website, the estimated maintained mileage and daily vehicle miles of travel include the following:

➤ Roadway Miles - 63.00

➤ Sidewalk Miles - 127.98

**Approximate Signalized Intersections.** Based on Owen's research, the approximate bus stop county includes the following:

➤ 58

**Approximate Signalized Intersections.** Based on Owen's research, the approximate bus stop county includes the following:

➤ 58

For additional data relating to parks and City buildings, please see **Section 5 - Parts and Material**, presented under a separate, sealed cover.

#### ADA Self Evaluation (Programmatic and Policy Review)

➤ Prior to initiating the Self-Evaluation, Owen will assist the City in developing procedures, preparing forms, and posting necessary for the Owen team to conduct a self-evaluation of City's programs, services, activities and events.

➤ Owen will conduct the Self-Evaluation of all relevant public facilities, parks and recreational areas, all areas within the public right of way, programs, services and activities, to include research, field data collection, and data analysis.

➤ As a wheelchair user and ADA accessibility expert, Mr. Kaplan, in coordination with our Project Manager, will lead the Owen team in reviewing City policies, procedures, and practices to determine if any are discriminatory or potentially discriminatory.

#### Facility Survey/Barrier Assessment.

➤ Based on data gathered during the Self-Evaluation phase, Owen will prepare a comprehensive Transition Plan that will clearly identify and prioritize current barriers, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues.

➤ The Transition Plan will include documentation performed during the self-evaluation phase, such as photographs, site notes, non-compliance findings, recommendations for the removal of non-compliance barriers, code references, estimated costs, priority settings in accessibility Software/Electronic Database, for which Owen utilizes FileMakerPro, and a project schedule or barrier removals. Owen's Project Manager will implement the plan, estimated costs, procedures, forms, methodology, and standard drawings for the barrier removals.

ADA accessibility compliance is a core service area of Owen—not a sideline service

- Owen will provide training for City Staff as requested on general ADA compliance rules and regulations. Owen provides training to ensure City Staff are knowledgeable and empowered to understand the accessibility requirements (existing and new construction). This may also involve Mr. Phil Kaplan, but will be led by Owen's Project Manager.

#### Public Rights of Way

- With respect to streets, intersections, all curbs, pedestrian crosswalks, pathway and access ways, ramps, sidewalks, pedestrian actuated push buttons at traffic control signals, accessibility at transit stops, parking areas, transportation centers and bus stops, and other transportation related infrastructure, Mr. Jewell and Owen's civil engineering group retain the requisite knowledge of civil engineering design and ADA compliance measures to effectively evaluate and design ADA required upgrades for the City. ArcGIS may be utilized in some of these evaluations. As aforementioned, these surveys will be performed in compliance with 2010 ADA Accessibility Guidelines (ADAAG), 2010 Pedestrian Rights of Way Guidelines (PROWAG), Code of Federal Regulations (CFR) 28, Part 35 of the ADA, Code of Federal Regulations (CFR) 49, Part 27 of the 1973 Rehabilitation Act, Manual on Uniform Traffic Control Devices (MUTCD), and other applicable governing codes relating to ADA accessibility.

Owen has completed over 250 ADA accessibility evaluations for public agencies.

#### Public Participation and Outreach

- In compliance with Title II of the ADA, Owen will lead the public participation and outreach program. This effort is provided to assist the City in advising the public and stakeholders of the self-evaluation and Transition Plan program, and to solicit input to the City's plan, and to provide the opportunity for interested persons and individuals. Recommendations prepared by Owen staff will also be presented to the City and public for input.

#### Accessibility Management Software/Electronic Database

- Owen utilizes FileMakerPro, which is an actual accessibility management software/electronic database which itemizes items contained in the Facility Survey Report. This is a monitoring, tracking, and management system tool for City.
- Owen will also attend the City Council meeting during the staff's presentation of the ADA Transition Plan, and will provide answers to questions.

#### The Benefits of FileMaker Go/Pro

Through years of experience compiled over several ADA assessment projects, Owen has compiled a Standard Comment Database, referred to as FileMaker Pro, which comes pre-loaded in our portable devices (tablets) to be used in the field during actual evaluations. This allows Owen to quickly assess and assign comments efficiently and consistently through the use of drop-down options.

- Designed for use on the iPad IOS 9 system.
- Application utilizes device's camera to load comments and images (diagrams, photos, videos, etc.) directly from the device into the database.
- Facility, floor and room fields update the database as new items are entered, creating drop down options for re-visiting locations.
- Priority, category, Item description and findings utilize drop down options for consistency and efficiency for our field surveyors.
- Additional manually entered fields are available for noteworthy occurrences, such as uncommon construction restrictions so that Owen can generate the most accurate cost estimates for non-compliant mitigation measures.
- Information gathered on devices in the field is uploaded to Owen's servers where the remainder of the necessary information, such as codes and price tables, is added to the database.

Features of the completed database (FileMaker Pro Desktop Solution)

- Perform quick searches based on any field to quickly gather and sort database information.
- Automatically generate printable Barrier Summary.
- Reports, diagram and photo reports and Individual item reports.
- Select items to create custom projects for contractor use.

#### Resources Available for the ADA Self-Evaluation and Transition Plan

Each City facility, building, parks, and areas within the public right of way will be treated as a unique project, but the overall approach to performing ADA Self-Evaluations will be uniform. All projects will be routed initially through Owen's Project Manager, Mr. Ken Jewell PE, QSD/QSP, CPESC, who will thoroughly review the project schedule and evaluate the project requirements.

With a clear understanding of the technical scope and overall needs of the project, Owen will

establish three (3) teams or more to perform the evaluations to identify ADA accessibility barriers affecting access by persons with disabilities. These teams will be comprised of a Certified Access Specialist (CAsp) or ADA Accessibility Specialist, Mr. Phil Kaplan, ICC, for accessibility oversight and review, a supporting Architect, and field evaluators. These teams will rotate to ensure the smallest detail is not overlooked. This process allows for the teams to survey the facilities and qualified accessibility specialists to prepare the reports in smaller manageable groups. This allows for project tasks to be performed concurrently by the team members for overall efficiency and meeting the schedule. The separate facility groups will also be presented to the City staff for review in a phased process that is manageable for review.

The Project Manager will assign a CAsp or accessibility specialist deemed most qualified and experienced to lead. For the next step, our Project Manager will authorize the necessary team members to respond in a timely manner. To maintain effective management protocol, it is essential to ensure a streamline flow of project control and overall communication. Routing the project through Mr. Jewell is the first procedure and this approach achieves effective project and communication flow.

The Project Manager has the authority to assign the necessary number of staff to ensure timely completion of this City ADA Self-Evaluation and Transition Plan, and will serve as a direct point of contact to City personnel. Our full-service, in-house project teams communicate throughout the day via telephone, scanning, facsimile, and e-mail sharing project information, data, drawings, specifications, etc. After the project is assigned, the Project Manager will monitor the progress of each project site identified by the City.

#### Capability of Using GIS to Meet ADA Accessibility Requirements (Optional)

The original ramps cookie-cutter design years ago are not engineered to meet the specifications that are now required, referring to amendments that became effective on May 24, 2011. Owen is capable of formulating our initial data collection and process the data, which is built on Esri's ArcGIS. Each ramp is color-coded according to its condition score, which is calculated from physical attributes such as slope and cross slope at the ramp's top and bottom landings. The measurements are determined by visual inspections by Owen field engineers armed with digital levels and measuring tapes. The inspections are ongoing and the collected data is regularly uploaded into our ongoing and accessible database (FileMaker Pro) system. An ADA-compliant ramp must meet not only the needs of

those that use wheelchairs, but also the needs of other people with disabilities, whether or not they have physical disabilities. There are very different considerations for those with visual impairments, for example, who rely on the curb to help them identify the transition between the sidewalk and the street. In addition, the location and characteristics of the existing sidewalk and its relationship to the roadway it borders, including slope and drainage, affect ramp design and construction. In addition, Owen professionals always consider a City's unique geography and existing infrastructure.

As a result, Owen's Project Manager will analyze each proposed ramp, using the geodatabase in the decision-making process by creating a prioritization model using the weighted condition score of each ramp in relationship to buffers generated at varying distances around the intersections near buildings and transportation depots. A buffer is a GIS function that allows the creation of perimeters at specified distances from a point of interest so that spatial analyses can be performed. Owen has found that through many of our ADA Self-Evaluation and Transition Plans that GIS is a very useful tool in the prioritization process and could conceivably provide cost savings.

## Section 2 Submission Requirements

### Company Profile

#### The Owen Group, Inc.

Owen is an ENR-rated, award-winning professional architectural, engineering, and construction services consulting firm. For 30 years, Owen has provided comprehensive project management, engineering and architectural design, design management, quality control, and construction management services to public and private clients. Over the past 20 years, Owen has been ranked by *ENR* as a *Top 500 Engineering Firm*, *Top 100 Green Design Firm*, and a *Top 100 Construction Management Firm*. We have provided project and construction management, project quality management, and design for over 10,000 projects since 1981. The following table presents the City's submission requirements:

The Owen Group	
Required Information	Response
<b>Name, Contact, T/F Numbers, and Email:</b>	Owen Group, Inc.   Steven Hooper, AIA, PE, Vice President   811 Wilshire Boulevard, Suite 1050, Los Angeles, CA 90017   T: (213) 873-4720   F: (213) 873-4790   Email: shooper@owengroup.com
<b>Type of Organization:</b>	Corporation   Corporate Headquarters: 811 Wilshire Boulevard, Suite 1050, Los Angeles, CA 90017
<b>Firms History &amp; No. of Years in Business</b>	Firm History: Please see the material presented in this section   Established in 1981 (36 Years)
<b>Licenses, Permits &amp; Certificates:</b>	Please see the Staff Tables (resumes) for license, permit & certification numbers
<b>Exhibits:</b>	Please see Appendix A
<b>Pending Litigation:</b>	None against firm nor any Principals and employees of Owen
<b>Remaining Information:</b>	Please see Company Profile

Owen has consistently exceeded client expectations through our commitment to each project undertaken, regardless of size or complexity. Our understanding that each project is unique and requires project-specific evaluation and dedication has enabled our firm to effectively manage each project—on time and on budget.

Specific to the City's desire to retain a qualified consulting firm to provide the Self-Evaluation and development of report, program, and

facility accessibility plans, Owen will utilize our demonstrated expertise to ensure we create a barrier free environment for all of the City's public buildings and areas within the public right of way. Based on more than 30 years of experience providing ADA accessibility compliance services, Owen has assisted numerous public agencies in meeting American with Disabilities Act (ADA) compliance standards through performing comprehensive facility and site evaluations and assessments, identifying non-compliant elements, prioritizing specific projects, and developing and implementing of ADA guidelines and design improvements. Our professionals has developed new public agency reports, policies, and programs to facilitate a barrier free environment for all persons with disabilities, as well as coordinated with public agency staff to update existing policies and procedures. Owen views achieving and maintaining ADA compliance as an on-going service area as changes in regulations and specifications occur over time.

#### ADA Accessibility Evaluations & Transition Plans | A Core Service Area of Owen

One of Owen's core areas of technical service is providing ADA accessibility evaluations and architectural and engineering designs of public and private structures, buildings, parks and recreation areas, water treatment plants, City yards and maintenance areas, and all areas of the public right of way, including sidewalks, streets and signals, access ways, and transportation centers, bus stops, and other infrastructure. We have a dedicated team of specialists in ADA services whom are well versed with the 2010 ADA Standards for Accessible Design, "2010 Standards" and Guidance on the 2010 Standards from the revised regulations for Titles II and III. On March 15, 2012, compliance with the 2010 Standards was required for new construction and alterations under Titles II and III. March 15, 2012, is also the compliance date for using the 2010 Standards for program accessibility and barrier removal. As part of Owen's lead ADA accessibility compliance team, we retain two Certified Access Specialists (CAsp) on staff that are a actively involved in any project requiring ADA compliance. We also have access to additional CAsp's as outside consultants should additional support be required.

Owen professionals are well versed in the use of specialized software applications, such as ArcGIS and FileMaker Go/Pro, and our own ePlanAssessment™, relating to performing facility audits, inspections, surveys, and reviews. Our work will encompass the development of all City owned and operated buildings and transportation-related infrastructure, physical inspection of these facilities, identification of accessibility features which may

not be compliant, provide recommendations with respect to modifications and improvements to ensure compliance, tracking, and other associated services relevant to a ADA Self Evaluation and Transit Plan program.

Owen's accessibility experience extends beyond buildings and facilities and has involved public streets, sidewalks and paths of travel, signalized traffic intersections, driveway crossings, street crossings, alley approaches, curbs ramps, pedestrian bridges/crossings, and other public accessible elements of the right of way. As an example of a diversified project, our experience with the County of Los Angeles internal Services Department (LACISD) Arcadia Park ADA Improvements project involved the ADA compliance evaluations to identify physical barriers in park and recreational facilities as a whole, which included public and historical buildings, restrooms, parking lots, driveway crossings, sidewalks and walkways, curbs and ramps, picnic and BBQ areas, lighting systems, emergency alarm notification systems, and much more. For the Los Angeles County Metropolitan Transportation Authority (Metro), Owen was responsible for the ADA compliance of 21 rail stations along the Blue Line. Owen is highly experienced in guiding public agencies through the assessment/evaluation, prioritization, development, and implementation of ADA transition plans for publicly-owned facilities and the public right of way. Our experience involves all phases of ADA compliance, from design through construction and the development of a comprehensive report and Transition plan. Owen has consistently assisted public agencies in cataloging these ADA non-compliant elements to ensure the correct upgrades and modifications are implemented to reach full compliance with ADA California Build Code Title 24, ADAAG, PROWAG, and MUTCD, as well as with other governing guidelines and requirements. Owen has also worked with public agencies in the development of temporary pedestrian access routes (TPAR) to ensure these routes are ADAAG and PROWAG compliant as these are often overlooked by agencies during public street construction.

#### **No Learning Curve**

To ensure the City receives the full benefit our staff's depth of experience and knowledge ADA accessibility compliance, Owen has selected Mr. Ken Jewell, PE, QSP/QSD, CPESC, to serve as the Project Manager. He brings the City 16 years of direct experience in the evaluation and civil design of ADA and other applicable improvements to public sites and facilities for public agencies. Mr. Jewell has also led this Owen team of highly skilled professional accessibility compliance specialists for

similar ADA accessibility services, including ADA Self Evaluation and Transition Plan programs, all of whom have extensive experience delivering site and facility inspection, survey and evaluation services, design, design review and plan check services to a variety of clients. He has served as the Project Manager and Lead Civil Engineer for multiple ADA Self Evaluation and Transition Plan programs, including the cities of Irwindale, Culver City, Commerce, and Orange County. He is also the Project Manager for Owen's current contract with the City of South Gate for its ADA Self Evaluation and Transition Plan. Mr. Jewell's extensive experience also includes serving as the Project Manager and Lead Civil Engineer for ADA upgrades and improvements to 77 Los Angeles Unified School District (LAUSD) projects at various campuses district-wide with the goal of ensuring the Los Angeles Unified School District (LAUSD) campuses met ADA compliance regulations and developing a barrier environment, and ADA compliance for the Metro Blue Line 21 station improvement project. Mr. Jewell is a recognized and respected Civil Engineer and has become one of Owen's most knowledgeable ADA compliance specialists. His role will be to work with the City and the Owen project team to develop and provide access compliance policies and perform procedure evaluations to outline, develop, and implement compliance requirements and a ADA Transition Plan on behalf of the City. Mr. Jewell is readily available to begin work on this City contract upon notice to proceed and will remain as the Project Manager for the duration of the contract.

Mr. Jewell is actively supported by Mr. Steven Hooper, AIA, PE, another one of Owen's most experienced Architects and ADA Compliance Specialists. Mr. Hooper will serve as a Principal-in-Charge and will work with our Project Manager in the assignment of all tasks, provide continual Quality Assurance and Quality Control (QA/QC) of project reports, designs, and associated documents and work deliverables. He will also serve as a guiding principal to ensure the effective management and internal quality control policies remain in place throughout the course of the project/program.

Owen is also supported by a stellar Accessibility Evaluation Team, which includes Mr. David Stuber, CASp, as the Lead Certified Access Specialist; Mr. Jon Rose, CASp; Mr. Rhodore Geronaga, RA; Mr. Dale Cummins, RA; Mr. Ryan Guerrero, PE, Mr. Casey Kysoth, LEED AP BD+C; and Mr. Alex Gomez. Mr. David Stuber, CASp, presents more than 16 years of experience and has led multiple Owen project teams involving ADA compliance. All of Owen's staff serving on the Accessibility Evaluation Team have extensive working experience with public

agencies and ADA compliance efforts for numerous Owen projects. Based on Owen’s team members experience working together on ADA compliance projects and programs, our team will bring the City the cohesiveness and collaborative nature requisite to the success of this City accessibility program. Knowing how to work with one another is critical to minimizing typical learning curves associated with new project team structures and Owen will use this experience to the City’s best advantage.

Our team is also supported by industry expert Mr. Phil Kaplan, ICC. As a wheelchair user, he is an expert on accessibility compliance for municipalities and other public agencies. His role will be to develop and provide or update the City’s access compliance policies and perform procedure evaluations to outline, develop, and implement compliance requirements. Mr. Kaplan has served in many roles relating to disabled persons accessibility, ranging from Director of Disabled Student Services to business owner, including transportation agencies, educational clients, and municipalities. While Mr. Kaplan maintains his own company, Access Beyond Measure, Inc., he will serve as a direct consultant to Owen and as an Owen team member.

To reiterate, the depth of experience of Owen and the professionals designated to serve on this City accessibility compliance services project is significant. Overall, Owen has been contracted to perform ADA accessibility compliance-related services for such clients as the cities of Irwindale, Commerce, Culver City, and South Gate; LAUSD; Los Angeles Community College District (LACCD); Los Angeles County Department of Public Works (LADPW) and LACISD Arcadia Community Park ADA Improvements, Metro (various bus and rail sites), Orange County Transportation Authority (OCTA), and the Riverside County Transportation Commission (RCTC), to name a few. Owen has also provided ADA compliance services for the private sector industry, completing more than 100 Applebee’s and even a Walmart.

Owen’s depth of experience extends to the following:

- Owen understands the best method to ensure Title II of the ADA is met by state and local public agencies is to identify deficiencies through self-evaluation. Owen accessibility compliance specialists are experts in identifying facilities, programs, and services that require upgrades, modifications, or relocation to ensure these agencies are in full compliance with ADA regulations.
- Our expertise goes beyond physical access to public agency facilities, extending to programs, access to agency events, such as public board

meetings and events, listening devices, auxiliary aids, as well as keeping abreast of policy changes and educating agencies on how to remain in compliance.

- Expertise in Creating Facility Accessibility Guidelines and Checklists. Our team is currently providing accessibility guidelines and checklists on behalf of public agencies, as well as private-sector clients.
- Experienced in Accessibility Inspections, Evaluations, Reviews, and Compliance Checks. Owen’s extensive experience providing access compliance evaluations includes many types of public facilities and buildings, as well as transportation systems and stations.
- Extensive Plan Checking and Peer Review Expertise. Our staff routinely provides plan check, peer reviews, constructability reviews, and design coordination reviews on behalf of public agencies and other consultants.
- An Experienced Team. Owen’s team is comprised of certified CASp, AIA, RA, PE, PMP, and other industry professionals.
- Full Familiarity With Governing Codes. The individuals on our team each have a working knowledge of the applicable codes for access compliance review.
- **A Proven Track Record.** This includes a multitude of public agency clients.
- We are committed to providing all clients with the highest quality work deliverables that focus on the following commitments:
  - » Meet and exceed our clients’ requested scope and expectations.
  - » Detail a project within the established project budget and schedule.
  - » Result in high quality City buildings, facilities, and external areas to achieve a barrier-free access for all disabled persons.
  - » Develop and sustain an enjoyable working relationship with our clients.

### Section 3 Proposed Staffing and Project Team

#### The Owen Group Project Team

Owen has presented a *resumes in the form of tables* below which identify each team member's project roles for this City ADA accessibility compliance services project, years of experience, educational achievements, and professional licenses, certifications, and registrations.

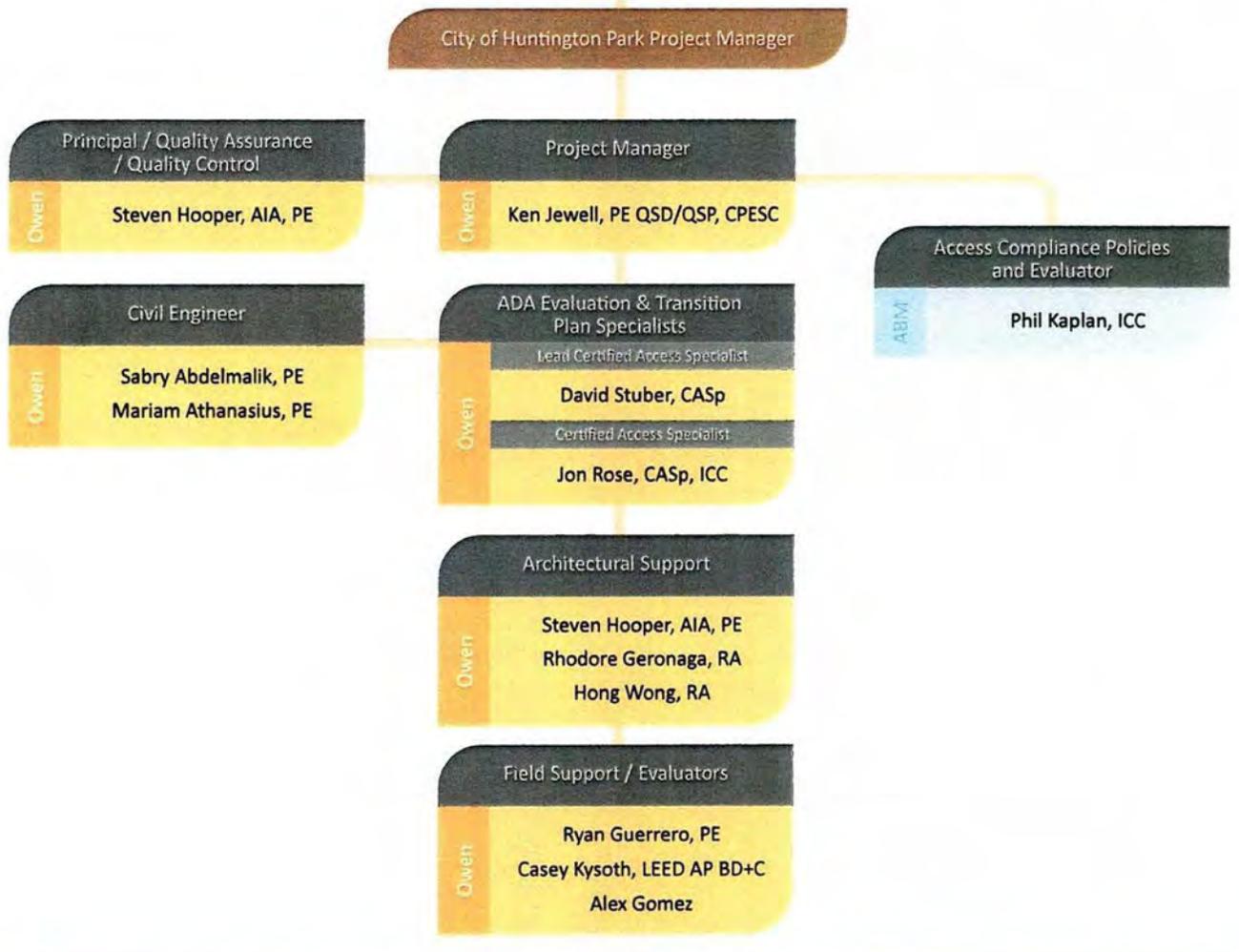
**Availability.** Owen has ongoing project work; however, we are approximately at about 70% of capacity, at this time. Many projects are in construction and we will complete most of them within two months. Owen retains the unique ability to draw from multiple in-house sources to support this City project. Our internal architects, engineers, and construction specialists have a long history of demonstrated success in collaborating on ADA compliance programs for both public and private sector clients. This flexibility enables Owen to be more responsive to the changes of a challenging industry. Owen consistently strives to be flexible in our management approach to adjust accordingly to organizational performance, meet the demands of multidisciplinary projects, and to changes in scope, budgets, and schedules. Owen defines internal flexibility as our management's competence to become accustomed to the demands of the environment and communities in which we serve.

#### Organization Chart

The *Organization Chart* presented immediately following this page designates our Project Manager, Mr. Ken Jewell, PE, QSD/QSP, CPESC, who will be the supervisor and administrator of our staff. His responsibility will also include the streamlined delivery of services in accordance with the established scope of services. Mr. Jewell will also be the direct point of contact for the City and will be primarily involved in executing and managing all services provided during the ADA Self Evaluation and Transition Plan. Also identified is Owen's Principal-in-Charge / QA/QC, Mr. Steven Hooper, AIA, PE, who will also assist in QA/QC review throughout the duration of the project. Owen also retains multidisciplinary engineers in structural, civil, mechanical, electrical, and plumbing design that can assist in the design of ADA compliant systems, such as emergency notifications systems, elevator controls, door entry systems, restrooms, etc. These professionals also retain a depth of understanding of ADA compliance issues and are capable of clarifying obligations and code requirements under as required.



LEGEND	
Owen Group, Inc.	Owen
Access Beyond Measure	ABM



SUPPORTING DISCIPLINES

- Mechanical / Plumbing Design
- Electrical Design
- Structural Design
- AutoCAD / BIM / Revit



The Owen Project Team			
Name of Staff Member	Project Role	Years of Exp.	Educations/Registrations/Certifications
<b>Steven Hooper, AIA, PE</b>	Principal-in-Charge   QA/QC	32	<ul style="list-style-type: none"> <li>• BS, Architecture</li> <li>• CA Registered Architect, No. C14957   CA Registered Electrical Engineer, No. E15584</li> </ul>
<ul style="list-style-type: none"> <li>• City of Culver City, ADA Self Evaluation and Transition Plan, CA. Principal-in-Charge &amp; QA/QC Manager.</li> <li>• City of Commerce, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right of Ways, CA. Principal-in-Charge &amp; QA/QC Manager.</li> <li>• City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Principal-in-Charge &amp; QA/QC Manager.</li> <li>• City of Irwindale, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Principal-in-Charge &amp; QA/QC Manager</li> <li>• Culver City ADA Evaluation &amp; Transition Plan, CA</li> <li>• Los Angeles County Metropolitan Transportation Authority (Metro), Metro Blue Line Station Refurbishments &amp; Improvements, Los Angeles, CA. Lead Architect. Orange County - Transit Tower ADA Accessibility Evaluation &amp; Recommendation for Design Improvements, CA. Principal-in-Charge &amp; QA/QC Manager.</li> <li>• Los Angeles Unified School District, Existing Facility Review &amp; ADA Upgrades, 77 School Sites, Los Angeles, CA. Principal-in-Charge.</li> <li>• Los Angeles County Internal Services Department, Arcadia Community Regional Park, ADA Improvement Projects, Los Angeles, CA. Lead Architect &amp; QA/QC Review.</li> <li>• State of California, Department of General Services, Porterville State Hospital, ADA Compliance Repairs, CA. Project Manager.</li> </ul>			
<b>Ken Jewell, PE, QSD/QSP, CPESC</b>	Project Manager	16	<ul style="list-style-type: none"> <li>• MS, Civil Engineering   BS, Civil Engineering</li> <li>• CA Registered Civil Engineer, No. C66491   SWPPP Developer (QSD), No. 20489   Certified Professional in Erosion and Sediment Control (CPESC), No. 4611</li> </ul>
<ul style="list-style-type: none"> <li>• City of Culver City, ADA Self Evaluation and Transition Plan, CA. Project Manager.</li> <li>• City of Commerce, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right of Ways, CA. Project Manager.</li> <li>• City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Project Manager.</li> <li>• City of Irwindale, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Project Manager.</li> <li>• Los Angeles County Metropolitan Transportation Authority (Metro), Metro Blue Line Station Refurbishments, Los Angeles, CA. Lead Civil Engineer &amp; ADA Accessibility Compliance Specialist.</li> <li>• Orange County - Transit Tower ADA Accessibility Evaluation &amp; Recommendation for Design Improvements, CA. Lead ADA Accessibility Compliance Specialist.</li> <li>• Apple American, Various Restaurants, including 100 Applebee's, Existing Facility Review and ADA Upgrades, Various Locations, CA. Project Manager &amp; Lead Civil Engineer</li> <li>• Los Angeles Unified School District, Existing Facility Review &amp; ADA Upgrades, 77 School Sites, Los Angeles, CA. ADA Accessibility Compliance Assessor &amp; Lead Civil Engineer</li> <li>• CA Department of General Services, Statewide Architectural &amp; Engineering Services for Building Support, New Construction &amp; Renovation, Improvements &amp; Accessibility Upgrades. Lead Civil Engineer.</li> </ul>			
<b>Phil Kaplan, ICC</b>	Access Compliance Policies & Evaluator	20	<ul style="list-style-type: none"> <li>• BA, Sociology</li> <li>• CA Building Officials Course, 2007 Accessibility &amp; Usability   CA Building Officials Course, 2007 Multifamily Housing   Access Plan Review Seminar, 2008 Division of the State Architect   International Code Council Certification: Accessibility Inspector and Plans Examiner, No. 5104499</li> </ul>



The Owen Project Team			
<ul style="list-style-type: none"> <li>• City of Culver City, ADA Self Evaluation and Transition Plan, CA. Access Compliance Policies &amp; Procedures.</li> <li>• City of Commerce, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right of Ways, CA. Access Compliance Policies &amp; Procedures.</li> <li>• City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Access Compliance Policies &amp; Procedures.</li> <li>• City of Irwindale, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Access Compliance Policies &amp; Procedures.</li> </ul>			
<ul style="list-style-type: none"> <li>• Orange County - Transit Tower ADA Accessibility Evaluation &amp; Recommendation for Design Improvements, CA. Compliance Specialist.</li> <li>• City of Rancho Mirage, Update ADA Self Evaluation and Transition Plan, Rancho Mirage, CA. Updated the City's ADA Self Evaluation and Transition Plan. Procedures &amp; Policies.</li> <li>• City of Santa Barbara Airline, Terminal Plan Review, Santa Barbara, CA. Conducted disability access plan reviews.</li> <li>• City of Placentia, Update ADA Self Evaluation and Transition Plan, CA. ADA Policies &amp; Procedure Development.</li> </ul>			
<b>David Stuber, CASp</b>	Lead Certified Access Specialist	18	<ul style="list-style-type: none"> <li>• BS, Architecture</li> <li>• Certified Access Specialist (CASp), No. 140</li> </ul>
<ul style="list-style-type: none"> <li>• City of Culver City, ADA Self Evaluation and Transition Plan, CA. CASp.</li> <li>• City of Commerce, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings   All Public Right of Ways, CA. CASp (QA/QC).</li> <li>• City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. CASp.</li> </ul>			
<ul style="list-style-type: none"> <li>• City of Irwindale, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. CASp.</li> <li>• Orange County - Transit Tower ADA Accessibility Evaluation &amp; Recommendation for Design Improvements, CA. Lead CASp.</li> <li>• Los Angeles Unified School District (LAUSD), 77 School Sites, Los Angeles, CA. CASp &amp; Accessibility Specialist.</li> <li>• Val Verde Unified School District (VVUSD), Perris and Moreno Valley, CA.</li> </ul>			
<b>Jon Rose, CASp, ICC</b>	Certified Access Specialist	30	<ul style="list-style-type: none"> <li>• CA DSA Training Academy – Access Compliance Plan Check   Accessibility Specialist Course – MN. Dept. of Labor &amp; Industry</li> <li>• Texas Accessibility Academy – TX Department of Licensing &amp;   Regulation   CA Certified Access Specialist, No. CASp 204   MN, Certified Building Official, Accessibility Specialist - No. AS650330   TX, Registered Accessibility Specialist, No. 1304   Certified Accessibility Specialist/Plans Examiner, No. 8164968   Certified by the International Code Council</li> </ul>
<ul style="list-style-type: none"> <li>• City of Culver City, ADA Self Evaluation and Transition Plan, CA. Lead CASp.</li> <li>• City of Commerce, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right of Ways, CA. Lead CASp.</li> <li>• City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Lead CASp.</li> <li>• City of Irwindale, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Lead CASp.</li> </ul>			
<ul style="list-style-type: none"> <li>• Los Angeles County Metropolitan Transportation Authority (Metro), Metro Blue Line Station Refurbishments, Los Angeles, CA. Lead CASp.</li> <li>• Orange County - Transit Tower ADA Accessibility Evaluation &amp; Recommendation for Design Improvements, CA. Advisor.</li> <li>• City of Monterrey Park, Various ADA/Accessibility Upgrades and Improvements CA. Principal CASp and Project Manager.</li> <li>• Commerce Casino Club at the Crowne Plaza, CA. Lead CASp and Project Manager.</li> <li>• Folsom Cordova Unified School District, Folsom, CA. Lead CASp and Project Manager.</li> </ul>			
<b>Rhodore Geronaga, RA</b>	Lead Architect	30	<ul style="list-style-type: none"> <li>• BS, Architecture</li> <li>• CA Registered Architect, No. C24750</li> </ul>

The Owen Project Team			
<ul style="list-style-type: none"> <li>• City of Culver City, ADA Self Evaluation and Transition Plan, CA. Lead Architect/ADA Compliance Coordinator.</li> <li>• City of Commerce, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right of Ways, CA. Lead Architect/ADA Compliance Coordinator.</li> <li>• City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Lead Architect/ADA Compliance Coordinator.</li> <li>• City of Irwindale, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Lead Architect/ADA Compliance Coordinator.</li> <li>• LA Metro Blue Line Station Refurbishments, CA. Project Manager/ADA Compliance Coordinator.</li> <li>• Apple American, Various Restaurants, CA, &amp; Existing Facility Review and ADA Upgrades Applebee's Restaurants, CA. Principal-in-Charge for ADA accessibility site assessments.</li> <li>• Los Angeles Unified School District, Existing Facility Review &amp; ADA Upgrades, 77 School Sites, Los Angeles, CA. Architect.</li> <li>• Metro, Union Station Gateway Building, Engineering Management Task Order Services, CA. Project Architect.</li> <li>• East LA City College, Los Angeles Community College District (LACCD), CA. Project Manager for Peer Reviews</li> <li>• Los Angeles Unified School District (LAUSD), South Region Elementary School (SRES) #3 and Early Education Center (EEC) #1, Cudahy, CA. Architect of Record.</li> <li>• LAUSD SRES #3 and EEC #2. Architect of Record.</li> </ul>			
<b>Hong Wong, RA</b>	Architect	25	<ul style="list-style-type: none"> <li>• BS, Architecture   BA, Business Law (minor)</li> <li>• CA Registered Architect, No. C22986</li> <li>• Member of National Council of Architectural Registration Boards   Member of International Conference of Building Officials</li> </ul>
<ul style="list-style-type: none"> <li>• City of Culver City, ADA Self Evaluation and Transition Plan, CA. Project Architect.</li> <li>• City of Commerce, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right of Ways, CA. Project Architect.</li> <li>• City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Project Architect.</li> <li>• City of Irwindale, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Project Architect.</li> <li>• LA Metro Blue Line Station Refurbishments &amp; Upgrades, Los Angeles, CA. Project Architect.</li> <li>• State of California, Department of General Services (DGS), As-Needed Architectural Retainer Services, Southern California Region. Architect.</li> <li>• Los Angeles County Department of Public Works, Los Angeles Museum of Art (LACMA) Buildings, Facility Condition Assessments (FCA), CA. Project Architect.</li> <li>• Orange County Community Resources (OCCR) Department, On-Call Architectural Services, Orange County, CA. Project Architect.</li> <li>• Caltrans Statewide A&amp;E Building Support Services, CA. Project Architect.</li> <li>• DGS, Porterville Development Center, 96-Bed Expansion, CA. Senior Project Architect/Project Manager.</li> </ul>			
<b>Sabry Abdelmalik, PE</b>	Civil Engineer	35	<ul style="list-style-type: none"> <li>• BS, Civil Engineering   FAA Academy, Airport Engineering   AutoCAD Drafting &amp; Design   AutoCAD Civil Engineering Design</li> <li>• CA Registered Civil Engineer, No. C60522</li> </ul>
<ul style="list-style-type: none"> <li>• City of Culver City, ADA Self Evaluation and Transition Plan, CA. Civil Engineer.</li> <li>• City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Civil Engineer.</li> <li>• Los Angeles County Unified School District (LAUSD), Americans with Disabilities Act (ADA) Compliance and Design, Various School Sites, Los Angeles, CA. Civil Engineer.</li> <li>• City of San Bernardino, Santa Fe Transportation Center, CA. Civil Engineer.</li> <li>• Alameda Corridor Agency East (ACE) Rail Grade Crossing Improvement Project, CA. Civil Engineer.</li> <li>• Caltrans/City of Alhambra 710 - Interim Local Streets Improvement Project, CA. Civil Engineer.</li> <li>• County of Los Angeles/City of Alhambra, Valley Boulevard Widening Project, Los Angeles County, CA. Civil Engineer.</li> <li>• City of Commerce Tubeway and Yates Street Reconstruction, Commerce, CA. Lead Civil Engineer.</li> <li>• Cairo Airport Authority in Egypt. Design Engineer, Project Manager.</li> </ul>			
<b>Miriam Athansius, PE</b>	Civil Engineer	20	<ul style="list-style-type: none"> <li>• BS, Civil Engineering, Dean's Honor List</li> <li>• CA Registered Civil Engineer, No. 80564</li> </ul>

The Owen Project Team			
<ul style="list-style-type: none"> <li>City of Culver City, ADA Self Evaluation and Transition Plan, CA. Civil Engineer.</li> <li>City of Commerce, ADA Self Evaluation and Transition Plan. Civil Engineer.</li> <li>City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Civil Engineer.</li> <li>City of Irwindale, ADA Self Evaluation and Transition plan. Civil Engineer.</li> <li>LA Metro Blue Line Station Refurbishments, Los Angeles, CA. Civil Engineer.</li> <li>Los Angeles Unified School District, Existing Facility Condition Reviews and Accessibility Upgrades for 77 School Sites, Los Angeles, CA. Civil Engineer.</li> <li>State of California, Department of General Services, Real Estate Services Division, Project Management Branch - Caltrans District 7 Headquarters Retro-Commissioning, Los Angeles CA. Civil Engineer.</li> <li>Civil Engineering Design for the Perris Market Place, Buildings A, Pad B, Shops C, Popeye's, Wendy's, and Panda Express Restaurant Parcels, and Walgreens Parcel, CA. Civil Engineer.</li> <li>Redevelopment of the Citrus Crossing Shopping Center, Azusa CA. Civil Engineer.</li> </ul>			
<b>Ryan Guerrero, PE</b>	Field Support / Accessibility Evaluations	8	<ul style="list-style-type: none"> <li>BS, Civil Engineering</li> <li>Registered Civil Engineer, CA, No. 80991   CA Registered Structural Engineer - In Progress</li> </ul>
<ul style="list-style-type: none"> <li>City of Culver City, ADA Self Evaluation and Transition Plan, CA. Field Support / Accessibility Assessments.</li> <li>City of Commerce, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Field Support / Accessibility Assessments.</li> <li>City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Field Support / Accessibility Assessments.</li> <li>City of Irwindale, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Field Support/Accessibility Assessments.</li> <li>Los Angeles County Metropolitan Transportation Authority (Metro), Metro Blue Line Station Refurbishments, Los Angeles, CA. Field Support/Accessibility Assessments.</li> <li>Orange County - Transit Tower ADA Accessibility Evaluation &amp; Recommendation for Design Improvements, CA. Field Support/Accessibility Assessments.</li> <li>Los Angeles Internal Services Department, Arcadia Park ADA Improvements, Arcadia, CA. Field Support/Accessibility Assessments.</li> <li>State of California, Department of General Services, Real Estate Services Division, Project Management Branch - Caltrans District 7 Headquarters Retro-Commissioning, Code Compliance Upgrades, and Modernizations, Los Angeles CA. Structural Engineer.</li> <li>Los Angeles County Department of Public Works, As-Needed Building Evaluation/Assessment Services, LACMA, CA. Structural Engineer.</li> </ul>			
<b>Casey Kysoth, LEED AP BD+C</b>	Architect / Accessibility Evaluations	25	<ul style="list-style-type: none"> <li>BS, Architecture</li> <li>LEED Accredited Professional Building Design + Construction</li> </ul>
<ul style="list-style-type: none"> <li>City of Culver City, ADA Self Evaluation and Transition Plan, CA. Architect &amp; Field Surveyor.</li> <li>City of Commerce, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right of Ways, CA. Architect &amp; Field Surveyor.</li> <li>City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Architect &amp; Field Surveyor.</li> <li>Los Angeles County Metropolitan Transportation Authority (Metro), Metro Blue Line Station Refurbishments, Los Angeles, CA. Architect.</li> <li>City of Irwindale, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Architect &amp; Field Support/Accessibility Assessments</li> <li>Orange County - Transit Tower ADA Accessibility Evaluation &amp; Recommendation for Design Improvements, CA. Architect &amp; Field Support/Accessibility Assessments.</li> <li>Los Angeles Unified School District, Existing Facility Review &amp; ADA Upgrades, 77 School Sites, Los Angeles, CA. Accessibility Specialist</li> <li>Orange County Community Resources (OCCR) Department, On-Call Architectural, Structural Engineering, and MEP Engineering Services Contracts, Orange County, CA. Architectural Design.</li> <li>County of Los Angeles, Department of Public Works, As-Needed Building Evaluations, Various Projects, CA. Architectural Design</li> <li>County of Los Angeles, Department of Public Works (LADPW), As-Needed Design &amp; Design Review Services, Los Angeles, CA. Architectural Design.</li> <li>Los Angeles County, Department of Public Works, As-Needed General Engineering Services, Los Angeles, CA. Architectural Design.</li> </ul>			
<b>Alejandro (Alex) Gomez</b>	Field Support / Accessibility Evaluations	17	<ul style="list-style-type: none"> <li>BS, Architecture   AS, Architecture   AA, Arts</li> </ul>

### The Owen Project Team

- City of Culver City, ADA Self Evaluation and Transition Plan, CA. Field Support / Accessibility Assessments.
- City of South Gate, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Field Support / Accessibility.
- Los Angeles County Metropolitan Transportation Authority (Metro), Metro Blue Line Station Refurbishments, Los Angeles, CA. Field Support/ Accessibility Assessments.
- City of Commerce, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Field Support / Accessibility Evaluations.
- City of Irwindale, ADA Self-Evaluation and Transition Plan, City-Wide Public Buildings and All Public Right-of-Way, CA. Field Support / Accessibility Evaluations.
- Orange County Community Resources, OC Parks, Also and Wood Canyons Wilderness Park, Visitor Center, Ranger Office, and Restroom Facilities Improvements, CA. Design and Coordination, AutoCAD.
- State of California, Department of General Services(DGS), Real Estate Services Division (RESD), Project Management Branch (PMB) - Architectural Retainer Services, CA. AutoCAD/Revit, Design and Coordination.
- Los Angeles County Department of Public Works, As-Needed Building Evaluation/Assessment Services, LACMA, CA. AutoCAD/Revit Designer, Field Assessor.
- Los Angeles County Internal Services Division, As-Needed Architectural & Engineering Services, Martin Luther King Hospital Cooling Tower, CA. AutoCAD/Revit Designer.
- Los Angeles County Metropolitan Transportation Authority (Metro) Security Center and Sheriff Armory Tenant Improvements, CA. AutoCAD Designer.
- State of California, Department of General Services, New Veterans Cemetery, Orange County, CA. AutoCAD/Revit Designer.
- SunRoad Centrum Apartments, Phases 4 & 5, San Diego, CA. AutoCAD/Revit Designer.

## Section 4 References

### Brief Project Descriptions and References

Owen has participated both as a Prime consultant and subconsultant on ADA accessibility compliance evaluation and transition planning projects. However, even our design work involves this scope—architectural, civil engineering, structural engineering, and mechanical, electrical, and plumbing engineering to meet ADA code requirements. Many of our projects have been under on-call or as-needed contracts. To date, Owen has completed approximately 250 ADA accessibility evaluations for public agencies, including local Southern California municipalities and transportation agencies. For the Los Angeles Unified School District, Owen completed 77 individual facility ADA evaluations and supporting transition plans. We have also completed multiple accessibility evaluations under our Contracts with the County of Los Angeles and the Orange County Community Resources (OCCR). Owen holds the following representative contracts with these agencies:

- Los Angeles County Department of Public Works, As Needed Architectural Design and Design Review
- Los Angeles County Department of Public Works, As-Needed General Engineering Services
- Los Angeles County Department of Public Works, As-Needed Building Evaluations
- Orange County Community Resources On-Call Architect/Engineer Design Professional Consultant Architecture Services (MA# 012-14011681; Agreement No. CPO 13-013)
- Caltrans Statewide Architectural & Multidisciplinary Engineering Building Design Support Services (Both New Design & Renovation, Improvements, and Upgrades to Existing Facilities)
- California Department of General Services (DGS), Architectural Retainer Services (A&E)
- DGS Caltrans District 7 Building Retro-Commissioning (RCx) & Tenant Improvements (TI)

The project descriptions and references are provided to the City to communicate the depth of Owen's experience in this highly specialised area of services. We encourage the City to contact each reference, all of whom will attest to the quality of Owen's work deliverables, expertise in ADA compliance requirements, and our ability to deliver project task on time and on budget.

Please see the following tables presented on the following pages.

As a result of the 20 page limit, please note letters of reference are readily available.

The following project descriptions and references are provided to the City to communicate the depth of Owen's experience in this highly specialised area of services. We encourage the City to contact each reference, all of whom will attest to the quality of Owen's work deliverables, expertise in ADA compliance requirements, and our ability to deliver project task on time and on budget.

Client:	City of Irwindale	Project Dates:	2014 - 2015
Project:	ADA Self Evaluation & Transition plan, Citywide Public Owned & Operated Buildings, Public Right of Way		
Reference:	Elizabeth Rodriguez, I   1100 North Eastern Avenue, Los Angeles, CA 90063   (323) 267-2126   erodriguez@ci.irwindale.ca.us		

Owen provided the City of Irwindale (City) with professional services for an ADA Self-Evaluation and a Transition Plan to ensure public facilities and right-of-way are in compliance to ADA regulations Title 24, ADAAG, PROWAG, MUTCD, and other applicable codes. Owen performed compliance audits relating to site and program accessibility. The results of the audits will provide the basis for identification, prioritizing, budgeting, and implementing subsequent transition plans. Owen's scope of services included assisting City staff in the review and identification of building plans, inspection reports, inventories of ADA curb ramps and sidewalks, and other associated documentation required to complete a comprehensive audit. Owen also reviewed and evaluated city policies, programs, facilities, and activities to determine any issues that may be deemed discriminatory to citizens with disabilities.

Owen provided recommendations of modification in programs, practices, and procedures to ensure a barrier free environment. The transition plan was comprised of four primary elements:

- ⇒ Identification of physical obstacles limiting accessibility,
- ⇒ Description of methods to be used to make the site accessible,
- ⇒ Specification of a schedule to achieve compliance, and
- ⇒ Identification of the official responsible for implementation of the plan.

City facilities included in the ADA self-evaluation and transition include a wide range of facilities, including City Hall, Police Department, Chamber of Commerce, Council Chambers, recreation and community centers, multiple parks, restrooms, swimming pools, churches, and a library.

Client:	Culver City	Project Dates:	2016 - Ongoing
Project:	Citywide Self Evaluation & Transition plan		
Reference:	J. Christopher Evans, Project Manager   9505 Jefferson Boulevard, Culver City, CA 90232   (310) 253-5621   christopher.evans@culvercity.org		

Owen is working with Culver City staff performing ADA evaluations of all City-owned and operated buildings, operating equipment for the removal of barriers for those with disabilities, and for all areas within the public right of way. Owen's ADA evaluation extends to all City buildings, parks, parking lots, street intersections, sidewalks, curbs, ramps, etc. The linear of miles of sidewalks, inclusive of driveways and cross streets, is approximately 210 miles, there are approximately 1,250 curb ramps, and there are approximately 105 signalized intersections. Further, for parks and recreational areas, Owen is responsible for surveying approximately 3,801,420 square feet. For the City's nearly 20 buildings and other facilities, Owen is surveying over 1,000,720 square feet.

Owen's field assessors and survey team identify physical barriers within the public areas of City buildings, parks and recreational areas, buildings (such as restrooms) located within park and recreational areas, City yards and maintenance areas, and all areas within the public right of way that limit accessibility and compare facilities for compliance with the State Title 24 Building Code and the Federal ADAAG, MUTCD, and PROWAG. Based on the review of the data obtained, Owen's staff are able to develop a list of priorities to target the high profile areas where ADA barriers exist to limit the liabilities of the City.

The City preferred that the ADA consultant utilize ArcGIS, which is already a system Owen had in place and performing ADA evaluations and surveys. We have implemented an internal tracking system, which is an online database system, to provide updates to barrier removals as they are performed. Owen has also established a GIS map containing geospatial information of each barrier. The GIS maps include layer management by priority, type, and other defined fields. Owen is also working with the City to identify a prioritized list which includes a map with the paths of travel to each services and minimum barriers that need to be removed for compliance. Owen is also providing the City staff with education and training regarding ADA. Owen utilized ArcGIS and a Filemaker Go (in the field tablet or laptop computer) and Filemaker Pro (desktop) for database management systems, which enabled Owen's field assessment and surveying team the ability to enter data into a tablet directly from the field, such as comments regarding non-compliance accessibility issues, recommendations, diagrams, photos, etc., into an existing database systems, which is managed and maintained by dedicated Project Coordinators well versed in ADA compliance codes and guidelines. This database generates Excel spreadsheets reports, including estimates of costs for mitigation.

Owen is also assisting the City in reviewing and evaluating current City policies, programs, and practices in order to identify issues which are discriminatory to persons with disabilities. This encompasses current level of program accessibility, eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, and grievance and emergency procedures.

Owen is currently developing a comprehensive ADA Self-Evaluation and Transition Plan based upon the results were are obtaining during barrier assessments in the field, as well as internally. Owen is working closely with the City staff to ensure they have a clear understanding of what improvements are necessary, how to reduce liability to high areas known for accessibility barriers, cost estimates for remediation, and more. Owen's database is readily available to approved City staff and can be maintained both for the accessibility needs at hand, as well as into the future. Owen is also participating in community outreach and City Council meetings to ensure a streamlined flow of communication between Owen's staff, City staff, and all stakeholders.

Client:	City of South Gate	Project Dates:	2016 - Ongoing
Project:	ADA Self Evaluation & Transition plan, Citywide Public Owned & Operated Buildings, All Areas within the Public Right of Way		
Reference:	Frank Sanchez   8650 California Avenue, South Gate, CA 90280   (323) 563-9581   fsanchez@sogate.org		

Owen is currently providing the City of South Gate (City) with evaluations and the development of program and facility accessibility plans to implement a comprehensive ADA Self Evaluation pursuant to 28 C.F.R. § 35.105 and an ADA Transition Plan pursuant to 28 C.F.R. § 35.150(d) for City buildings, parks, parking lots, streets, intersections, sidewalks, and related public improvements affecting access by persons with disabilities. Buildings and facilities included over 12 buildings, 9 parks and other recreation areas, sports facilities, City maintenance yards, 3 reservoirs, two elevated tanks, and 11 water wells. Areas in the public right of way included 125 miles of streets, curb ramps, sidewalks, pedestrian actuated push buttons at traffic control signals (83 traffic signals), parking areas, and 34 GATE bus stops and 166 Metro bus stops.

Owen's scope includes the survey, review, and analysis of facilities, programs, services, and activities for City owned and leased buildings and areas in the public right of way. Owen is in the process of developing a Transition Plan, consistently collaborating with City staff and stakeholders for the review of the Self Evaluation results to establish a prioritized list of non-compliant elements, schedules for the mitigation of these non-compliant elements, as well as cost estimates for all mitigation measures.

Another key project responsibility is actively preparing for public participation and outreach efforts, which involved establishing meets for persons with disabilities and the community to ensure they can actively participate in the ADA compliance program and become part of the solution.

Owen is using ArcGIS to facilitate a quick turn around of surveys relating to specific areas of the City transportation infrastructure, such as curb ramps. Our team prepared a GIS map containing geospatial information regarding each barrier. Owen is also utilizing Filemaker Go (field) and Filemaker Pro Desktop, which enables our CASPs' and field survey teams to enter data directly from the field into an existing database. Owen's field survey teams can upload nearly any information obtained in the field, including comments, diagrams, photographs, and even videos. Once entered into the tablet form of Filemaker Go, the data is uploaded directly into our database, which is managed by Project Coordinators with extensive knowledge of ADA compliance requirements.

Client:	City of Commerce	Project Dates:	2015 - 2016
Project:	ADA Self Evaluation & Transition plan, Citywide Public Owned & Operated Buildings, Public Right of Way		
Reference:	Gina Nila, Environmental Services Manager   2535 Commerce Way, Commerce, Ca 90040   (323) 722-4805   gilan@ci.commerce.ca.us		

Owen provided the City of Commerce (City) with professional services for an ADA Self-Evaluation and a Transition Plan to ensure public facilities and right-of-way are in compliance to all ADA regulations and applicable codes. Owen's CASPs' and field survey teams performed ADA compliance evaluations for 20 City owned and operated buildings, multiple parks and recreation areas, reservoirs, water wells, storage facilities, transit centers, and tanks and permanently mounted fueling equipment, as well as 70 centerline miles of streets, curb ramps, traffic signals and intersections, all sidewalks, and more.

Owen utilized ArcGIS and prepared a map with geospatial data of all barriers. Owen also used File Make Go (field) and Filemaker Pro (desktop), as discussed in the City of South Gate project description.

Client:	OC Public Works / OC Facilities Operations	Project Dates:	2015
Project:	Orange County Transit Tower ADA Accessibility Evaluation & Recommendations/Cost Estimates for Design Improvements		
Reference:	Michael Smith   1143 E. Fruit Street, Santa Ana, CA 92701   (714) 667-3289   mike.smith@ocpw.ocgov.com		

Owen provided Orange County Public Works with professional consulting services for an ADA Accessibility Assessment to evaluate the physical accessibility of the transit tower building and to ensure facilities are in compliance to ADA regulations. This transit tower ADA evaluation consisted of an assessment of the physical accessibility of the building and related parking identifying barriers to accessibility which includes obstacles that prevent or restrict the entrance or use of the facility. The focus of the assessment was areas accessed by the public (lobbies, parking, restrooms, elevators, counters, doors, signage, guard rails, etc.) and gathering areas (conference rooms and break rooms). The evaluation reviewed facilities in accordance to ADA Accessibility Guidelines (ADAAG) and the California Code of Regulations, Title 24, Part 2.

Basic services were comprised of the primary elements:

- ⇒ Performed physical site observations and measurements of as built conditions and characteristics, for both the interior and exterior, to identify what alterations would be required to meet ADA accessibility guidelines.
- ⇒ Reviewed available project documents.
- ⇒ Developed Facility reports and inventory detailing items to be found in non-compliance, including a list of physical barriers with photographic documentation and reference to specific codes. This report also included diagrams noting the location of ADA architectural barriers.
- ⇒ Developed a detailed outline of the designs and methods to be used to remove the barriers.
- ⇒ Developed an opinion of estimated cost to correct the items in non-compliance.

The County facility included in this report is the Office Tower/Terminal Plaza and Parking Structure, a seven-story steel structure with a gross area of 120,000 square feet. The building has a one-story extended attached canopy and trellis structure that wraps around the tower and was previously used as a bus terminal.

<b>Client:</b>	Los Angeles County Internal Services Department (ISD)	<b>Project Dates:</b>	2013 - 2015
<b>Project:</b>	Arcadia Community Regional Park, ADA Evaluation & Improvement Project		
<b>Reference:</b>	John Yee, ISD Facilities Project Manager I   1100 North Eastern Avenue, Los Angeles, CA 90063   (323) 267-2126   jyee@lacounty.gov		

Owen is under a contract with the County of Los Angeles, Internal Services Department (ISD) to provide As-Needed Architectural and Engineering (A/E) Services to assist ISD in the planning, evaluation/study, documentation, and design of emerging facility maintenance and refurbishment projects. Owen is also responsible for providing professional design/engineering services to properly develop and document the scope of work and to obtain the required jurisdictional agency approvals for various maintenance and refurbishment projects. For this particular task order, Owen was designated to service as the ADA/Accessibility Evaluation and Program Planning for the Arcadia Community Regional Park, ADA Improvement Project.

The Arcadia Community Regional Park was dedicated to the City in 1937 and is currently classified and considered an historic site with several buildings including, gift shops, golf course, tennis courts spectator bleachers, swimming pools, picnic areas, and several freestanding restrooms with public parking lots. Owen is providing comprehensive facility condition assessments to determine accessibility issues and areas of non-compliance with ADA regulations and Title 24 accessibility code requirements. Owen is also providing recommendation for improvements and upgrades to existing facilities, and architectural and engineering services for the American with Disabled Act "ADA" compliant accessible parking, path of travel, ramps, restrooms, drinking fountains and building entrances. Our scope also includes structural engineering, mechanical engineering, electrical engineering, and plumbing engineering to upgrade and improve all facilities within the community park footprint.

Owen's scope of services also includes providing design and construction drawings with specifications for the Architectural, Structural, Mechanical, Electrical, and Plumbing disciplines. Our designated project team members perform site visit observation, field conditions verification, measurements, photos, and confirmation of the record drawings. As part of any project Owen performs under this on-call contract, we are responsible for providing overall project management, attendance at the design and project site meetings, AutoCAD and in some cases where internal space is a concern, BIM, and coordination with City staff and other contractor trades.

The following facilities were evaluated for ADA compliance:

- Tennis Court Parking Lot - Parking lot upgrade of two ADA parking stalls, signage, and concrete work
- Path of Egress from Parking Lot to the Tennis Courts - - Adjustments in the slope (5% slope with 2% cross slope)
- Tennis Court Gift Shop - New ADA railings, slope improvements, replacement of entry door
- Tennis Court's Light Poles - Replacement of two light poles to maintain adequate ADA path of egress
- Tennis Court's ADA Accessible Seating Areas - New design of concrete steps to create separate wheel chair seating areas with railings
- Men's Restrooms
- Women's Restrooms
  - Upgrades/replacement of door ramps and door hardware for ADA access.
  - Internal Stalls - new grab bars, toilet partitions, mounted hand sinks (ADA height), ADA compliant toilet/urinals.
  - Restrooms required complete renovations for ADA improvements
- Drinking Fountains - Redesign for ADA height compliance and associated fixtures
- Central Picnic Area
- North Picnic Area

<ul style="list-style-type: none"> <li>➤ Redesign of concrete path of travel for ADA accessibility to BBQ areas.</li> <li>➤ ADA wall mounted hand sinks</li> <li>➤ North Men's Restroom</li> <li>➤ North Women's Restroom</li> <li>➤ Huntington Drive Parking Lot - Redesign of multiple ADA parking stalls with signage and upgrades</li> </ul>			
<b>Client:</b>	Los Angeles Unified School District (LAUSD)	<b>Project Dates:</b>	2009 - 2011
<b>Project:</b>	Existing Building & Facilities and ADA Upgrades for 77 Individual School Sites		
<b>Cost Estimate:</b>	Not Available - Based on Bundled Campuses		
<b>Reference:</b>	James Middlebrooke Project Manager, DSA Certification Team   333 South Beaudry Avenue, 19th Floor, Los Angeles, CA 90017   (213) 241-8425   james.middlebrook@lausd.net		

Owen was responsible for ADA accessibility site assessments, constructability review services, and civil survey and design services for a bundle of seventy-seven (77) existing K-12 schools. Previous Modernization or Barrier Removal projects at each of these schools included an un-certified ADA accessibility requirement that required certification and close-out out by the Division of the State Architect (DSA). Supervising all ADA accessibility site assessments was required to be Owen's in-house Certified Accessibility Specialist (CASp) inspectors at each school to evaluate and establish a designated ADA path of travel, as well as to document and photograph non-compliant areas and features. Owen services included the following:

**Access Compliance Assessment:**

- On-site survey of each project by Owen CASp and staff.
- Provided field survey 77 LAUSD school sites as needed.
- Performed a Site Assessment of each school site by a CASp to identify and assess the Path of Travel and Fire Alarm Improvements.
- Performed a civil survey of non-compliant portions of the POT as defined during the site review by the CASp accessibility expert.
- Provided survey data on civil plans in AutoCAD format for each school site as needed.
- Provided QA/QC review of the repair Scope of Work and Revision Drawings for each school site for DSA Review and Approval.

**Access Compliance Assessment Review:**

- Compilation of Assessment data.
- Prepared a modified site plan as an electronic PDF file.
- Submitted compilation data onto the Owen hub.
- Provide project Architect with civil survey data in AutoCAD format for each school site as needed.

Owen completed all ADA accessibility evaluations and other services at each of the 77 school sites to LAUSD's full satisfaction and our firm has since established a reputation with the District for the development and implementation of comprehensive and successful ADA compliance programs.

<b>Client:</b>	Los Angeles Community College District (LACCD)	<b>Project Dates:</b>	2010 - 2013
<b>Project:</b>	LACCD ADA Evaluations & Improvements for Code Compliance at Various Campuses		
<b>Reference:</b>	Daynard Tullis, Design Management Director   515 S. Flower Street, 9th Floor, Los Angeles, CA 90071   (213) 593-8470   daynard.tullis@laccd.com		

<p><b>Los Angeles Community College District (LACCD) Review, Mission College East Campus Complex, Los Angeles, CA</b></p> <p>Owen provided ADA / CA T-24 Compliance review and pre-DSA Compliance Review services. Our staff also provided Constructability and Accessibility Review for new multi-level classrooms and faculty offices.</p> <p><b>LACCD, Review Services, LA City College Student Services Building, Los Angeles, CA</b></p> <p>Owen provided Architectural and ADA / CA T-24 Compliance review pre- DSA Compliance Review. Our staff also pro-Constructability and Accessibility Review for new multi-level Student Services Building.</p> <p><b>LACCD Harbor College Parking Structures, Los Angeles, CA</b></p> <p>Owen provided supervision and oversight of the development of all preliminary design documents including Access Compliance for Design / Build Competition. Design / Build Competition.</p> <p>Owen also provided Architectural, Structural, MEP and Civil schematic design drawings for two parking structures on the campus.</p> <p><b>East Los Angeles Community College Health Science Career Center, Los Angeles, CA</b></p> <p>Owen performed ADA and DSA code analysis for the conversion and renovation of an existing five-story office building and five-level parking structure. The remodel will be the campus' new Nursing Care Training College.</p>			
<b>Client:</b>	Los Angeles County Metropolitan Transportation Authority (Metro)	<b>Project Dates:</b>	2014 - 2015
<b>Project:</b>	Metro Blue Line 21 Station Refurbishments & Improvements		
<b>Reference:</b>	James Wei, Senior Engineering Manager, Transit Project Delivery   One Gateway Plaza, Los Angeles, CA 90012   (213) 922-7528   jwei@metro.net		

Design/Build Team of Amoroso-Owen was contracted by the Los Angeles County Metropolitan Transportation Authority (Metro) for the Metro Blue Line project involving improvements and upgrades of the entire group of 21 Metro Blue Line stations and rail platforms. Owen, as a design partner to Amoroso, is providing full design and engineering design, which includes ADA accessibility compliance site evaluations and upgrades to meet current code requirements. These improvements will upgrade the 20+ year old stations to meet all applicable Title 24 and ADA accessibility code requirements, as well as with a renewed look, as well as sustainable technology.

The overall work specified consists of improving and upgrading the stations that includes 17-new canopy structures at grade stations and rail platforms, repainting, retiling, providing platform vent openings, replacing trash receptacles, adding new benches, replacement of station light fixtures, electrical and communication systems, and the installation of CCTV cameras. All 21 stations are being evaluated for ADA regulatory compliance, as well as Title 24 Building Codes, including Title 24 II accessibility codes. Additional scope includes refurbishing ramp entries, street levels below platforms for elevated stations, entrance/exit ramps, removal and reinstallation of existing artwork pieces and other related services. Additionally, Owen is providing site observations and assessments of existing stations with photographs and comprehensive reports, and energy efficiency assessments for sustainable design. A series of training sessions and certifications for rail safety is required for all on-site Team members.

With respect to ADA and Title 24 II accessibility compliance, Owen performed specific accessibility evaluations for each station site utilizing many of our CASp and ADA specialists. Each site will require upgrades and improvements of varying degrees, specific to the timeframe of when these sites and rail platforms were construction. Owen utilizes an inventory program, identifying accessibility deficiencies are each of the 21 stations, as we provide recommendations for upgrades and improvements to ensure each site is free of barriers for accessibility for all persons with disabilities. This can range from accessibility ramps, parking lots, listening devices, fire alarm systems, and much more. This is a fast-track project which will take 24 months of design and construction to complete all 21 stations, which involves construction almost around the clock on fully operating stations.

### Section 5    **Parts and Material**

Owen has included our Schedule of Hourly Rates, as well as a Fee Proposal, in a separate and sealed envelope per the request of the City.

Owen is readily available to begin work upon notice to proceed, and to openly discuss any costs included in our proposal.



Date: January 3, 2017

Addendum #1

Request for Proposals for City of Huntington Park

Consulting Services to Prepare an American with Disabilities (ADA) Transition Plan

The following modifications and responses to questions are to be included in the request for proposals for ADA-Consulting. This Addendum #1 and all addenda must be executed and must be executed and returned with the bid submittal. **No further questions will be accepted.**

Page 8 – VI. Evaluation Procedures – C. Proposal Evaluation Criteria:

Questions and Answers

**Question:** Does the City of Huntington Park have a proposed date for completion of the ADA Transition Plan?

**Answer:** Not at this time.

**Question:** Is a schedule / timeline required with the proposal response?

**Answer:** Not at this time.

End Questions and Responses

**Please sign this Addendum #1 and return as part of your bid submittal.**

Company name: Owen Group, Inc.

Representative name (print): Steven Hooper

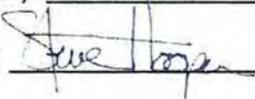
Representative signature:  Date: January 3, 2017

EXHIBIT "C"

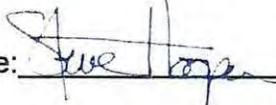
CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S  
CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION  
OF TERMS (IF ANY)

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), as specifically described below (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: Steven Hooper

Title: Vice President

Signature: 

Date: December 12, 2016

Firm Name: Owen Group, Inc.

**EXHIBIT "D"**  
**FALSE CLAIMS FORM**

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

**FALSE CLAIMS ACT CERTIFICATION**

If the Proposer has no False Claims Act violations as described above, complete the following:

I, Steven Hooper am the Vice President  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of Owen Group, Inc. (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 22nd day of December, 2016 at Irvine, California  
(month and year) (city and state)

By   
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

NOT APPLICABLE - NO OCCURENCES

**FALSE CLAIMS ACT VIOLATIONS INFORMATION**

- (1) Date of Determination of Violation: N/A
- (2) Identity of tribunal or court and case name or number, if any: N/A
- (3) Government Contract or project involved: N/A
- (4) Government agency involved: N/A
- (5) Amount of fine imposed: N/A
- (6) Exculpatory Information: N/A

**DECLARATION**

I, Steven Hooper, am the Vice President  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of Owen Group, Inc. (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this 22nd day of December, 2016 at Irvine, California  
(month and year) (city and state)

By   
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**EXHIBIT "E"**

**CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION**

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

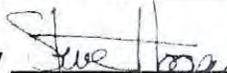
If the Proposer has no civil litigation history to report as described above, complete the following:

I, Steven Hooper, am the Vice President  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of Owen Group, inc. (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this Proposal to the City of Huntington Park, I hereby certify that neither the Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this 22nd day of December, 2016 at Irvine, California  
(month and year) (city and state)

By   
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer).

NOT APPLICABLE - NO OCCURENCES

**CIVIL LITIGATION HISTORY INFORMATION**

- (1) Name of Case: N/A
- (2) Court case identification number: N/A
- (3) Jurisdiction in which case was filed: N/A
- (4) Outcome of the case: N/A
  
- (5) Name of Case: N/A
- (6) Court case identification number: N/A
- (7) Jurisdiction in which case was filed: N/A
- (8) Outcome of the case: N/A

**DECLARATION**

I, Steven Hooper, am the Vice President  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of Owen Group, Inc. (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this 22nd day of December, 2016 at Irvine, California  
(month and year) (city and state)

By:   
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT



Owen Group  
2017 Schedule of Fees

The following estimated hourly rates will be effective through 2017 and are subject to adjustment based upon a mutually agreeable cost index for subsequent years:

**Labor Classification**

- Principal - Principal Architect - Principal Engineer
- Senior Project Manager
- Project Manager
- Project Architect
- LEED Specialist
- Senior Interior Designer
- Senior Architect
- CASP Architect
- Interior Designer
- Senior Civil Engineer
- Civil Engineer
- Senior Structural Engineer
- Structural Engineer
- Senior Mechanical Engineer
- Mechanical Engineer
- Senior Commissioning Agent
- Commissioning Agent
- Senior Plumbing/ Fire Protection Engineer
- Plumbing Engineer
- Senior Electrical Engineer
- Electrical Engineer
- Staff Designer / engineer II
- Staff Designer / Engineer I
- Sr. CAD Designer
- CAD Designer
- Senior Cost Estimator
- Cost Estimator / Scheduler
- Project Coordinator / Document Control
- Administrative
- Clerical

**Hourly Rate**

- \$195.00
- \$175.00
- \$160.00
- \$155.00
- \$150.00
- \$150.00
- \$145.00
- \$140.00
- \$125.00
- \$125.00
- \$145.00
- \$125.00
- \$150.00
- \$125.00
- \$150.00
- \$125.00
- \$125.00
- \$165.00
- \$135.00
- \$145.00
- \$125.00
- \$150.00
- \$125.00
- \$115.00
- \$105.00
- \$105.00
- \$85.00
- \$170.00
- \$140.00
- \$95.00
- \$70.00
- \$60.00

**Expenses**

Telephone, Printing, delivery & Reproduction : Actual cost + 10%  
Travel expenses (food, lodging, etc.): Actual cost + 10%.

Mileage: \$0.56/mile

City of Huntington Park ADA Self-Evaluation and Transition Plan



	Principal	Project Manager	Project Architect	Assess Compliance Public Evaluation	CAD	Architect	Staff Designer/Architect	Sr. CAD Designer	Civil Engineer I	Civil Engineer II	Estimator	Project Cost Estimator	Total Overhead Costs
<b>PROJECT MANAGEMENT AND SERVICES</b>													
Initial Meeting	2	2											1750.00
Administrative and Meetings with Staff		20											3750.00
City Council Presentation		12											2100.00
<b>SUBTOTAL - HOURS per Position</b>	2	34	0	0	0	0	0	0	0	0	0	0	42
<b>SUBTOTAL - per Position</b>	\$390.00	\$5,940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,670.00
<b>PHASE I - ASSESSMENT ACTIVITIES</b>													
Review and analyze conditions and conduct interviews with staff	1	1	18										11,085.00
Review data, photos and documentation	1	2	10										3,300.00
Prepare Public and Professional Recommendations													1,725.00
<b>SUBTOTAL - HOURS per Position</b>	1	3	28	0	0	0	0	0	0	0	0	0	16
<b>SUBTOTAL - per Position</b>	\$195.00	\$1,440.00	\$0.00	\$5,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,670.00
<b>PHASE II - BARREER ASSESSMENT - FACILITIES</b>													
Conduct field investigations		2											2100.00
Interview with staff and prepare field inspection plan					16	2	3						11,700.00
Prepare field survey of facilities to identify physical barriers	1	1			10	1	14						17,300.00
Prepare barrier assessment checklist													1,725.00
Prepare field notes													1,725.00
Prepare Field Compliance Report	1	2	2		2	16							10
<b>SUBTOTAL - HOURS per Position</b>	1	3	4	0	28	28	21	0	0	0	0	0	115
<b>SUBTOTAL - per Position</b>	\$195.00	\$1,740.00	\$620.00	\$0.00	\$5,040.00	\$3,528.00	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,770.00
<b>PHASE III - BARREER ASSESSMENT - HIGHWAY</b>													
Conduct field investigations													1,725.00
Interview with staff and prepare field inspection plan													1,725.00
Prepare field survey of facilities to identify physical barriers													1,725.00
Prepare barrier assessment checklist													1,725.00
Prepare field notes													1,725.00
Prepare Field Compliance Report	1	1											10
<b>SUBTOTAL - HOURS per Position</b>	1	2	0	0	0	0	0	0	0	0	0	0	42
<b>SUBTOTAL - per Position</b>	\$195.00	\$370.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,595.00
<b>PHASE IV - TRANSITION PLAN DEVELOPMENT</b>													
Develop a comprehensive full Evaluation and Transition Plan	1	8	8	8									38
<b>SUBTOTAL - HOURS per Position</b>	1	8	8	8	0	0	0	0	0	0	0	0	38
<b>SUBTOTAL - per Position</b>	\$195.00	\$1,740.00	\$1,740.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,670.00
<b>PHASE V - PUBLIC PARTICIPATION AND OUTREACH</b>													
Review and analyze public comments and concerns	1	0	0	0									1,725.00
Attend City Council public workshop		0	0	0									0
Attend City Council public workshop		0	0	0									0
Attend City Council public workshop		0	0	0									0
<b>SUBTOTAL - HOURS per Position</b>	1	0	0	0	0	0	0	0	0	0	0	0	17
<b>SUBTOTAL - per Position</b>	\$195.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,140.00
<b>PHASE VI - PROJECT DATABASE AND MAPPING</b>													
Develop ADA Plan and Database	0												17,300.00
<b>SUBTOTAL - HOURS per Position</b>	0	0	0	0	0	0	0	0	0	0	0	0	17
<b>SUBTOTAL - per Position</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
<b>PHASE VII - COLLECT STAFF TRAINING</b>													
Develop and Collect Staff Training		12	0										10
<b>SUBTOTAL - HOURS per Position</b>	0	12	0	0	0	0	0	0	0	0	0	0	28
<b>SUBTOTAL - per Position</b>	\$0.00	\$2,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,710.00
<b>TOTAL - HOURS per Position</b>	7	51	12	8	28	28	21	0	0	0	0	0	170
<b>TOTAL - per Position</b>	\$1,365.00	\$14,740.00	\$1,680.00	\$10,920.00	\$5,040.00	\$4,020.00	\$2,700.00	\$3,770.00	\$0.00	\$3,520.00	\$0.00	\$0.00	\$84,670.00



GRAND TOTAL \$84,960.00

# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



September 4, 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 CONTRACT SERVICES AGREEMENT TO PRECISION CONCRETE CUTTING FOR TRIP HAZARD REMOVAL SERVICES**

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

1. Approve agreement with Precision Concrete Cutting as a sole source provider of trip hazard removal in-lieu of typical City procurement requirements; and
2. Authorize City Manager to execute the agreement.

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

On May 2, 2017, the City Council authorized the trip hazard repair pilot program that would utilize proprietary technology and equipment to survey and make the necessary repairs without having to remove and replace the concrete sidewalk. Precision Concrete Cutting (PCC) is the sole source vendor of this technology. The pilot program focused on eliminating sidewalk tripping hazards between a quarter of an inch ( $\frac{1}{4}$ " ) and two inches (2"). PCC divided the City into five (5) zones and surveyed zone three (3) through this pilot program. PCC made the repairs in zone three.

At the August 15, 2017 City Council meeting, staff informed the City Council of the need to mitigate the additional sidewalk trip hazards in the public right-of-way due in part to parkway trees lifting and damaging the sidewalk and an aging sidewalk infrastructure. As part of this authorization, PCC was tasked on surveying the other four (4) zones and documenting all tripping hazards. Staff was pleased with the results and requested a proposal to perform additional work.

**CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT SERVICES AGREEMENT TO PRECISION CONCRETE CUTTING FOR TRIP HAZARD REMOVAL SERVICES**

September 4, 2018

Page 2 of 2

**LEGAL REQUIREMENT**

As stated in the May 2, 2018 Staff Report, PCC owns the rights to multiple patents and thus have a sole surface on this technology and was the justification for their sole source provider status. Staff requested a proposal from PCC for a Trip Hazard Repair Survey.

**FISCAL IMPACT/FINANCING**

PCC provided a proposal (Attachment 1) to complete the remaining zones. Funding for the Trip Hazard Repair Program was approved in the City's FY 18-19 Adopted Budget in account 221-4010-431.73-10 and the proposed cost is within the department's budget.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



DANIEL HERNANDEZ  
Director of Public Works

**ATTACHMENT(S)**

- A. Proposal
- B. Contract
- C. Sole Source Letter

# ATTACHMENT "A"



# SIDEWALK REPAIR PROPOSAL:

Presented to: THE CITY OF HUNTINGTON PARK  
AUGUST 2018



**HUNTINGTON PARK**  
THE CITY OF PERFECT BALANCE *California*

**CONTACT: JUAN PRECIADO/ PHONE (323) 584-6268**

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

# COMMITMENT SUMMARY



## COST SAVINGS

We'll repair your sidewalks for 70-90% less than sidewalk replacement, which means you can do more for your community for less.



## A.D.A. COMPLIANCE

Patented technology that brings sidewalks into ADA compliance



## CLEAN

Our patented containment system captures dust and debris to bring you the cleanest process available.



## SAFE

Decrease liability on your pedestrian walkways



## DETAILED REPORTING

We track our jobs with honesty and integrity. Invoices show measurements, locations and cost for each hazard.



## LOW IMPACT

Efficient systems with an average removal time of 20 minutes, no sidewalk closures.



## FULL SERVICE CONTRACTOR

Complete GIS integration, mapping, etc.

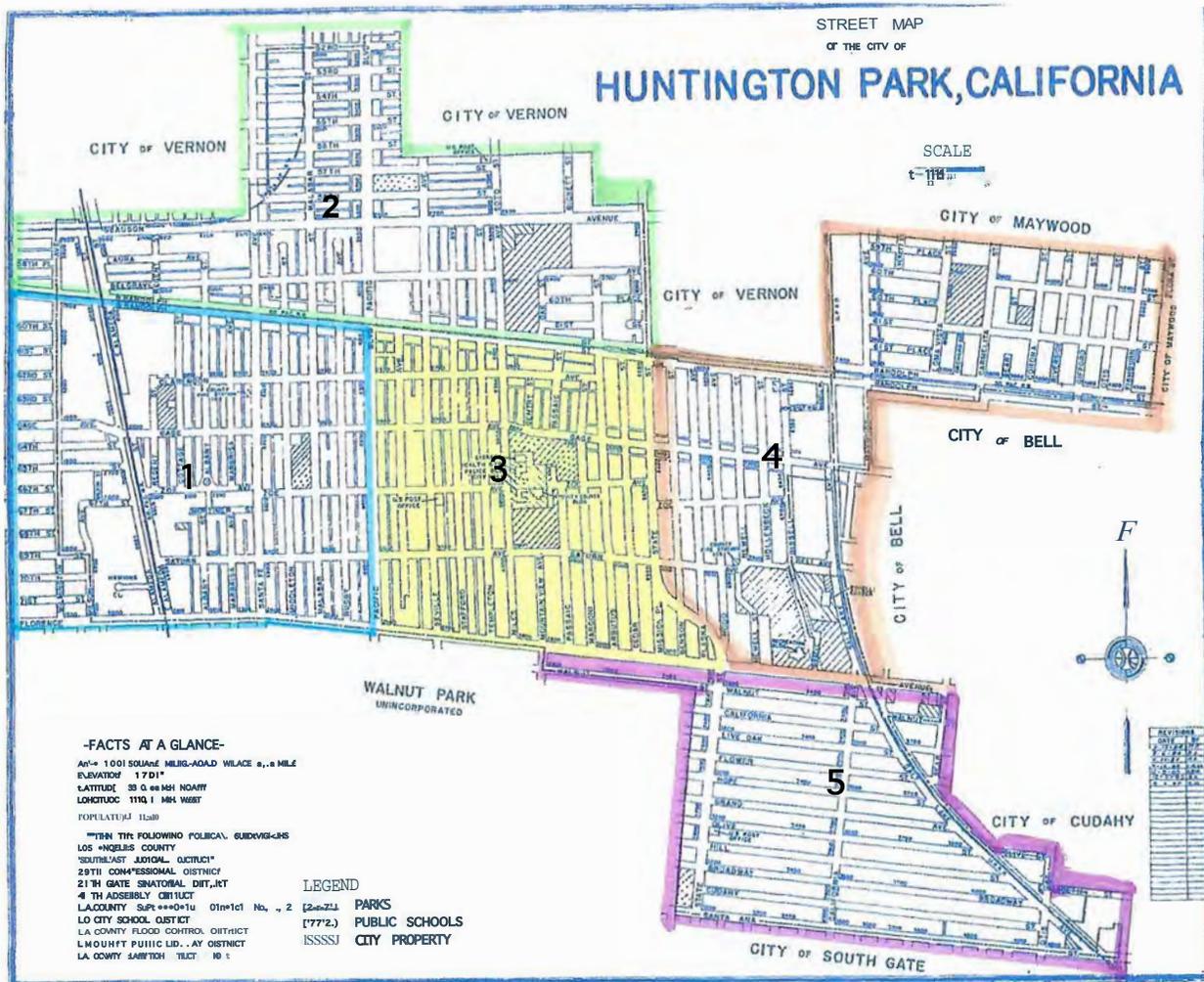


**ENVIRONMENTAL IMPACT EXAMPLE:** As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds) Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.



# REPAIR AREA, ZONES 1, 3, 4, AND 5

This proposed project includes repairing sidewalk trip hazards for the city of Huntington Park. The map shows the location of zones being repaired. These areas were designated by Juan Preciado.



# PRICING

ZONES 1	ZONES 3	ZONES 4	ZONES 5
<ul style="list-style-type: none"><li>✓ 1:8 Slope Ratio</li><li>✓ Dust Abatement Used</li><li>✓ ADA Compliance</li><li>✓ 100% Clean-up / Waste Removal</li><li>✓ Date Of Repair</li></ul>	<ul style="list-style-type: none"><li>✓ 1:8 Slope Ratio</li><li>✓ Dust Abatement Used</li><li>✓ ADA Compliance</li><li>✓ 100% Clean-up / Waste Removal</li><li>✓ Date Of Repair</li></ul>	<ul style="list-style-type: none"><li>✓ 1:8 Slope Ratio</li><li>✓ Dust Abatement Used</li><li>✓ ADA Compliance</li><li>✓ 100% Clean-up / Waste Removal</li><li>✓ Date Of Repair</li></ul>	<ul style="list-style-type: none"><li>✓ 1:8 Slope Ratio</li><li>✓ Dust Abatement Used</li><li>✓ ADA Compliance</li><li>✓ 100% Clean-up / Waste Removal</li><li>✓ Date Of Repair</li></ul>
<b>\$125,434.47</b>	<b>\$30,568.71</b>	<b>\$136,903.71</b>	<b>\$115,359.58</b>

**Cost Zones 1, 3, 4, 5: \$408,266.46**

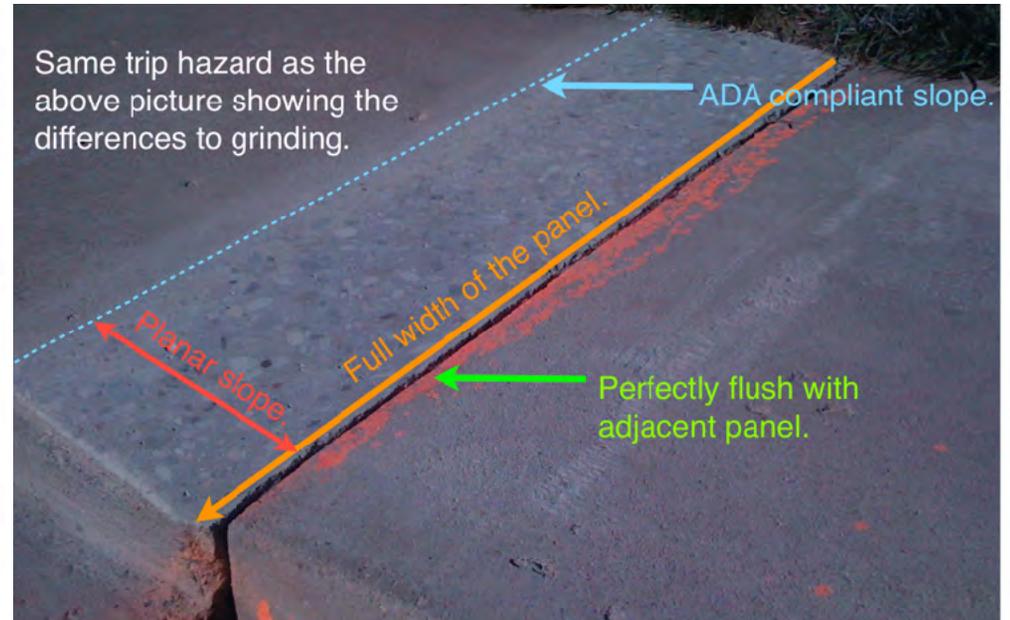
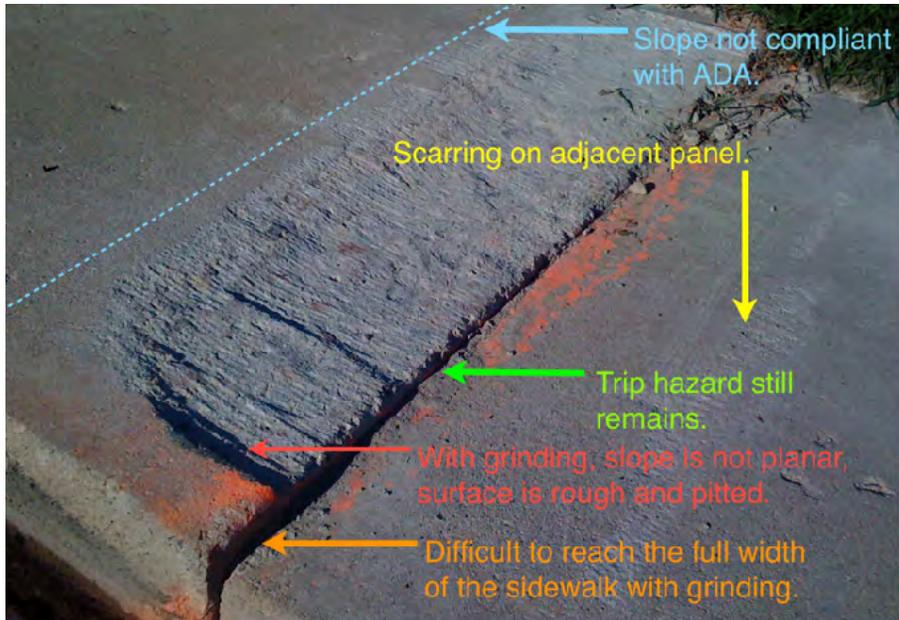
**Survey Rebate: \$13,196.10**

**Total Cost: \$395,070.37**



# THE PRECISION CONCRETE CUTTING DIFFERENCE

Our patented technology and innovative sidewalk repairs process leaves you with a beautiful, smooth surface that is ADA compliant — a result you can't get with grinding. Plus, our method saves you money!



# PRECISION CONCRETE CUTTING REPAIRS



The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.



# PRECISION CONCRETE CUTTING REPAIRS



The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.



# ATTACHMENT "B"



## **CONTRACTOR SERVICES AGREEMENT**

### **Precision Concrete Cutting for Trip Hazard Removal Services**

THIS CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into this **4<sup>th</sup> day of September 2018** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and **Precision Concrete Cutting** (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

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

#### **I.**

#### **ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 **TERM:** This Agreement shall commence on **September 2, 2018 to December 31, 2018**. It is the CONTRACTOR’S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
  - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit “A”**.

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$395,070.37** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

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

Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);

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

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations

under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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

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

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOROR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOROR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOROR 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 CONTRACTORual liability.
  - B. Automobile Liability Insurance: CONTRACTOROR 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 CONTRACTOROR 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 CONTRACTOROR 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 CONTRACTOROR'S INSURANCE: All policies of insurance provided by CONTRACTOROR 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 CONTRACTOROR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOROR officers, employees, agents, CONTRACTOROR or SUB-CONTRACTOROR from waiving the right of subrogation prior to a loss. CONTRACTOROR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOROR 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, CONTRACTOROR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by

CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

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

harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

## V. TERMINATION

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

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

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the

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

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

Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
  - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
  - iv. CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI.  
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Precision Concrete Cutting  
13089 Peyton Dr. #C235  
Chino Hills, CA 91709  
Aaron Ollivier, CEO  
Phone (801) 373-3990

**CITY:**

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

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

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

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

- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

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

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

**APPROVED AS TO FORM:**

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

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

**PRECISION CONCRETE CUTTING:**

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

Name: \_\_\_\_\_ Aaron Ollivier, \_\_\_\_\_

Title: \_\_\_\_\_ Chief Executive Officer \_\_\_\_\_

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

**EXHIBIT "C"**

**CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S  
CONTRACTOR 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), as specifically described below (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: \_\_\_\_\_

**EXHIBIT "D"**

**FALSE CLAIMS FORM**

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

**FALSE CLAIMS ACT CERTIFICATION**

If the Proposer has no False Claims Act violations as described above, complete the following:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**FALSE CLAIMS ACT VIOLATIONS INFORMATION**

- (1) Date of Determination of Violation: \_\_\_\_\_  
\_\_\_\_\_
- (2) Identity of tribunal or court and case name or number, if any: \_\_\_\_\_  
\_\_\_\_\_
- (3) Government CONTRACTOR or project involved: \_\_\_\_\_  
\_\_\_\_\_
- (4) Government agency involved: \_\_\_\_\_  
\_\_\_\_\_
- (5) Amount of fine imposed: \_\_\_\_\_
- (6) Exculpatory Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DECLARATION**

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**EXHIBIT "E"**

**CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION**

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a CONTRACTOR within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

If the Proposer has no civil litigation history to report as described above, complete the following:

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this Proposal to the City of Huntington Park, I hereby certify that neither the Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer).

**CIVIL LITIGATION HISTORY INFORMATION**

(1) Name of Case: \_\_\_\_\_

(2) Court case identification number: \_\_\_\_\_

(3) Jurisdiction in which case was filed: \_\_\_\_\_

(4) Outcome of the case: \_\_\_\_\_

(5) Name of Case: \_\_\_\_\_

(6) Court case identification number: \_\_\_\_\_

(7) Jurisdiction in which case was filed: \_\_\_\_\_

(8) Outcome of the case: \_\_\_\_\_

**DECLARATION**

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By: \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

# ATTACHMENT "C"



3191 N. Canyon Road Provo, UT 84604  
P: (801) 224-0025 F: (801) 224-0062  
www.SafeSidewalks.com

August 13, 2018

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

RE: Patent information

To Whom It May Concern:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office.

Precision Concrete Cutting is the only company authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074  
U.S. Pat. No. 6,896,604  
U.S. Pat. No. 7,000,606  
U.S. Pat. No. 7,143,760  
U.S. Pat. No. 7,201,644  
U.S. Pat. No. 7,402,095

If you have any questions or comments please feel free to give me a call.

Kind Regards,

Aaron Ollivier, CEO  
Precision Concrete Cutting  
3191 N. Canyon Rd  
Provo, Utah 84604  
(801) 373-3990



# CITY OF HUNTINGTON PARK

## City Council Meeting Agenda Tuesday, September 4, 2018

### COMMUNITY DEVELOPMENT

11. Continued from the Regular City Council Meeting of August 21, 2018 - **Pacific Boulevard Improvement Project Monument and Way Finding Signs**

- Discussion and/or Action -