

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, April 2, 2019

6:00 p.m.

City Hall Council Chambers

6550 Miles Avenue, Huntington Park, CA 90255

Karina Macias

Mayor

Manuel “Manny” Avila

Vice Mayor

Graciela Ortiz

Council Member



Marilyn Sanabria

Council Member

Jhonny Pineda

Council Member

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

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

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

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

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

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Proclamation Proclaiming April 2019 as "DMV/Donate Life Month"

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code Section 54957 – [One matter]

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section is 54956.9(d)(1) [One Matter]
Christopher Lisner v. City of Huntington Park
L.A.S.C. Case No. BC706558

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9 (d)(2) and (e)(1)
[Two (2) potential case]

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Case name: MKay v. City of Huntington Park, et al.

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

- 1-1.** Regular City Council Meeting held March 19, 2019; and
- 1-2.** Special City Council Meeting held March 21, 2019.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated March 5, 2019 and April 2, 2019.

CITY MANAGER

3. Approve Second Amendment to Professional Services Agreement (PSA) with Lan Wan Enterprise, Inc. for Information Technology Support Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve second amendment to agreement with LAN WAN Enterprise, Inc. for information technology support services;
- 2. Appropriate \$59,625 in account number 111-9010-419.43-15; and
- 3. Authorize City Manager to execute the amendment.

4. Consideration and Approval to Renew Lease Agreement with De Lage Landen Financial Services Doing Business with IBE Digital for Leasing of Copy Equipment for Huntington Park City Hall

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve Lease Agreement with De Lage Landen Financial Services doing business with IBE Digital for two (2) Konica Minolta copiers and related maintenance services for a period of five (5) years commencing July, 2019; and
- 2. Authorize City Manager to negotiate final terms and execute the lease.

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

5. Consideration and Approval of a Resolution Certifying Election Results of the March 5, 2019, Consolidated Special Municipal Election

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-07, Reciting the Fact of the Consolidated Special Municipal Election held on Tuesday, March 5, 2019, and Declaring the Results and Such Other Matters as Provided by law.

COUNCIL

6. Appointment to Various Outside Organizations

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appointment of an Alternate to the LA County Sanitation District No. 1 Board; and
2. Appointment to the Southern California Association of Governments (SCAG).

7. Council Appointment to Civil Service Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointment to the Civil Service Commission consistent with the provisions set forth in Resolution No. 2015-19.

PARKS AND RECREATION

8. Consideration and Approval of Activities in Public Places Permit for the Abandoned Children of Nicaragua, Central American Foundation

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Activities in Public Places permit for use of the Salt Lake Park Baseball Diamonds on May 5, 2019, for the "Feria del Guanaco," Central American Foundations fundraiser event.

REGULAR AGENDA (CONTINUED)

PARKS AND RECREATION (CONTINUED)

9. Consideration and Approval of Activities in Public Places Permit and a Request for a Fee Waiver by Financially Fit Foundation “Spring Youth Summit” Event

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Activities in Public Places Permit for Financially Fit Foundation “Spring Youth Summit” event, scheduled for April 27, 2019, Salt Lake Park Recreation Center;
2. Approve facility fee waiver request; and
3. Co-Sponsor the event and waive all pending fees.

POLICE

10. Consideration and Approval for Acceptance of Fiscal Year (FY) 2018-2019 Tobacco Law Enforcement Grant Funding

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Police Department to accept funding provided through the California Department of Justice totaling \$157,183 in account number 228-0000-335.30-05;
2. Designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation;
3. Appropriate the amount of \$117,883 in account number 228-7210-421.13-00, \$12,300 in account number 228-7210-421.61-20 and \$27,000 in account number 228-7210-421.56-41 in FY 18-19 budget for expenditures as specified within this report; and
4. Authorize City Manager to accept the grant funds.

REGULAR AGENDA (CONTINUED)

POLICE (CONTINUED)

11. Consideration and Approval for Acceptance of 2018 Edward Byrne Memorial Justice Assistance Grant 9JAG) Funding

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$31,350;
2. Designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Appropriate the amount of \$31,350 in the City's FY 18-19 Budget for police equipment purchases and contractual services as specified within this report.

PUBLIC WORKS

12. Consideration and Approval to Release Transtech Engineers from the Contractual Obligation of the Design of Capital Improvement Project (CIP) 2016-01 ATP Cycle II Project ATPL-5150(012) and Authorize Infrastructure Engineers Under the Current Staff Augmentation Contract to Complete the Design Plans, Specifications and Engineer's Estimate

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the release of Transtech Engineers from its contractual obligation to complete the design of the plans, specifications and engineer's estimate (PS&E) of CIP 2016-01 ATP Cycle II Project ATPL-5150(012);
2. Request that Transtech Engineers release the CAD files, survey files, reports, studies, specifications, contract documents and all other pertinent documents/records/files relevant to the project;
3. Authorize Infrastructure Engineers (IE) under the current staff augmentation contract to complete the design of the PS&E and obtain the E-76 for the construction phase of the project for a not-to-exceed amount of \$91,138;
4. Authorize the City Manager to execute Infrastructure Engineers' Request for Services (RFS); and
5. Approve budget appropriation in an amount of \$15,500 to account number 202-4010-431.73-10 to pay Transtech's final invoice and \$91,138 to account number 222-4010-431.73-10 to set up the purchase order requisition for Infrastructure Engineers to complete the PS&E and obtain the E-76.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

13. Consideration and Selection to Award a Contract Services Agreement for Landscaping Maintenance Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Award of Contract Services Agreement to North Star Landscaping for Landscaping Maintenance Services; and
2. Authorize City Manager to negotiate and execute the agreement.

14. Consideration and Approval of a Resolution Approving a List of Projects for Fiscal Year 2019-2020 Funded by Senate Bill 1 (SB1) The Road Repair and Accountability Act of 2017

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-08, approving the Fiscal Year 2019-2020 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017; and
2. Authorize staff to upload the resolution with the list of streets to the California Transportation Commission (CTC) website.

15. Consideration and Approval to Reject All Bids Received for the downtown Huntington Park I-Park System Implementation Capital Improvement Project (CIP) 2018-07 (Call for Projects ID# F7702) in Accordance with Public Contract Code Section 22038(A)(1)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Reject all bids for the Downtown Huntington Park i-Park System Implementation Project CIP 2018-07 (Call for Projects ID# F7702) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize the Public Works Department to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1).

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

16. Continued from the March 19 2019, Regular City Council Meeting - Consideration and Approval of Resolution Adopting the 2030 City of Huntington Park General Plan and Certification of an Environmental Impact Report (EIR) Under the California Environmental Quality Act (CEQA)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. XXXX-XX, adopting the proposed 2030 City of Huntington Park General Plan and certification of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA).

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

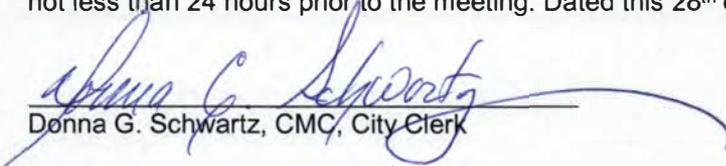
Vice Mayor Manuel "Manny" Avila

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, April 16, 2019 at 6:00 P.M.

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 not less than 24 hours prior to the meeting. Dated this 28th day of March 2019.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, March 19, 2019

Sergeant at Arms read the Rules of Decorum at the beginning of the meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, March 19, 2019, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Daniel Hernandez, Director of Public Works; Sergio Infanzon, Director of Community Development; Nita McKay, Director of Finance/Administrative Services and Donna G. Schwartz, City Clerk. ABSENT: Cynthia Norzagaray, Director of Parks and Recreation.

INVOCATION

Invocation was led by Mayor Pineda.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Alanis Rodriguez, Linda Esperanza Marquez High School

PRESENTATIONS

Council presented a "Certificate of Appreciation," to Alanis Rodriguez for leading the Pledge of Allegiance.

Council presented "Certificates of Recognition," to the Linda Esperanza Marquez High School Girls Varsity Soccer Team for Becoming the Undefeated Southern League Champions and Los Angeles City Section CIF Division II Runner Ups.

Proclamation presented to Ms. Lucero Mora, Leader/Volunteer, American Red Cross Representative, Proclaiming "March 2019 as American Red Cross Month" – NOT PRESENT.

Presentation by the Linda Esperanza Marquez High School Huntington Park Institute of Applied Medicine (HPIAM) Students on "Lead Contamination."

PUBLIC COMMENT

1. Gilda Acosta, Don Brabant, Leticia Martinez, and Andy Molina, Greater Huntington Park Area Chamber of Commerce Members, all spoke in support of items 4 and 5 under Regular Agenda noting the financial hardship, the economic development the chamber events bring to the City, the partnership with all involved and asked the City for their consideration.

STAFF RESPONSE – None.

CLOSED SESSION

At 6:45 p.m. City Attorney Arnold Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: General Employees Association (GEA)

CLOSED SESSION (CONTINUED)

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code Section 54957 – [One matter]
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code section 54956.9(d)(4) – [One matter]

At 7:43 p.m. Mayor Pineda reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all five Council Members were present and briefed on closed session items 1-3. 1.) no action taken, nothing to report. 2.) Council unanimously upheld the Civil Service Commission's findings and conclusions. 3.) direction provided to the City Attorney's office, no action taken, nothing to report.

CONSENT CALENDAR

Motion: Mayor Pineda moved to approve consent calendar, seconded by Council Member Sanabria. Motion failed due to substitute motion.

Substitute Motion: Council Member Ortiz moved to approve consent calendar with changes to the minutes, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved Minute(s) with changes, of the following City Council Meeting(s):
 - 1-1. Regular City Council Meeting held February 19, 2019.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated March 19, 2019.

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

3. **Council Appointment to Civil Service and Parks and Recreation Commissions**

Action: Council Member Sanabria announced she was not ready to appointment to the Civil Service Commission at this time and encouraged the public to apply. Council Member Avila appointed **Karina Guerrero** to the Parks and Recreation Commission, term will run concurrent to Council Member Avila's term.

Mayor Pineda noted that council previously amended the appointment process and that each council member can make their appointments without a roll call vote.

REGULAR AGENDA (CONTINUED)

COMMUNITY DEVELOPMENT

- 4. Consideration and Approval of a Request by the Greater Huntington Park Area Chamber of Commerce to Reduce City Fees Incurred from the Annual 2018 “Sabor de Mexico Lindo Festival,” and/or Reimburse Such Charges to the City in two (2) Separate Installments**

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

Motion: Council Member Ortiz moved to approve reimbursement to the City for such charges, in two (2) separate installments, seconded by Council Member Sanabria. Motion passed, 5-0, by the following vote:

ROLL CALL:

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

Mayor Pineda encouraged the Chamber of Commerce to apply for grants.

- 5. Consideration and Approval of an Activity in Public Places Permit for the Greater Huntington Park Area Chamber of Commerce’s Annual “Carnaval Primavera” Downtown Street Festival**

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

Motion: Council Member Ortiz moved to approve the Activity in Public Places Permit from the Greater Huntington Park Area Chamber of Commerce to conduct the annual “Carnaval Primavera” along Pacific Boulevard from April 5 through April 7, 2019. City Manager and Chief of Police to sit down with Leticia Martinez, CEO of the Chamber of Commerce and work out the fees the best way possible, Finance to provide invoice as soon after the event and cost to be paid 30-days after event and add to calendar after the 30-days to confirm payment was made.

At 8:39 p.m. Mayor Pineda called for a 5-minute RECESS.

At 8:50 p.m. Mayor Pineda RECONVENED the meeting with all Council Members present.

PUBLIC WORKS

- 6. Consideration and Approval of Purchase Order (PO) for Six Remote Terminal Units (RTUs) for Six Well Locations**

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

Motion: Council Member Ortiz moved to approve the purchase of six (6) RTUs in the amount of \$118,882.50 in account 681-8030-461.43-30 and authorize City Manager to approve the encumbrance request, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

7. Consideration and Approval of Payment for Emergency Replacement of Traffic Signal Cabinet and Components

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

Motion: Council Member Sanabria moved to approve emergency expenditure in the amount of \$24,459.21 in account 221-8014-429.74-10 and authorize City Manager to execute the check request, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

Mayor Pineda directed staff to bring back to Council an update on the Signal Synchronization Project.

8. Consideration and Approval of Budget Appropriation for the Zoe Avenue Trench and Pavement Repair Project

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

Motion: Vice Mayor Macias moved to approve a budget appropriation in the amount of \$50,000 in account number 111-8080-431.76-03, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

9. Consideration and Approval to Submit an Application to the 2019 Safe Routes to School (SR2S) Launch Program to Host a Community Workshop Sponsored by the SR2S National Partnership and U.C. Berkeley Safetrec

City Manager Ricardo Reyes announced the item and introduced Daniel Hernandez, Director of Public Works who then introduced Cesar Roldan, Infrastructure Engineering representative who provided a brief presentation.

Motion: Council Member Ortiz moved to authorize the Public Works Department to proceed with the submittal of an interest form to the 2019 Safe Routes to School (SR2S) Launch Program to host a Community Workshop sponsored by the SR2S National Partnership in collaboration by U.C. Berkeley SafeTREC, seconded by Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

10. Continued from the February 19 2019, Regular City Council Meeting - Consideration and Approval of Resolution Adopting the 2030 City of Huntington Park General Plan and Certification of an Environmental Impact Report (EIR) Under the California Environmental Quality Act (CEQA)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. XXXX-XX, adopting the proposed 2030 City of Huntington Park General Plan and certification of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA).

City Attorney recommended the Mayor open up public comment.

Mayor Pineda opened up public comment, there being none, closed public comment.

Motion: Vice Mayor Macias moved to continue item to the next regular city council meeting, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL

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

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, nothing to report.

Council Member Graciela Ortiz, announced on Saturday, May 18th the 4th Annual Health and Education Expo along with a 5K run and encouraged the public to sign-up either on line or at the Parks and Recreation Center.

Council Member Marilyn Sanabria, thanked those who attended tonight's meeting acknowledging and thanked the two students who stayed through the whole meeting.

Vice Mayor Karina Macias, thanked staff for all their support and announced Tree Planting on Saturday at 9 a.m. with Tree People and reminded the public that Parks and Recreation has excursions each month the next one is scheduled for March 30th free transportation, sign-up and fun for all the family. Asked Council for permission for the Angeles Community Health Center to use City logo on a flyer for their Community Health Fair on April 18th, Council approved.

Mayor Jhonny Pineda, thanked everyone and all the hard work they are doing, commenting on everyday new challenges and various issues in the community to be resolved, noted the new trash vendor and asked for bulky items to be picked up.

ADJOURNMENT

At 9:11 p.m. Mayor Pineda adjourned the City of Huntington Park City Council in memory of Ms. Evelyn Ermelinda Granillo, graduate of Huntington Park High School and longtime resident, to a Regular Meeting on Tuesday, April 2, 2019 at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

DRAFT

Minutes
Special Meeting of the
City of Huntington Park City Council
Thursday, March 21, 2019

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

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:34 p.m. on Thursday, March 21, 2019, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

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

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chief of Police Cosme Lozano.

INVOCATION

Invocation was led by Mayor Pineda.

PUBLIC COMMENT – None.

REORGANIZATION

Annually City Council shall choose one of its members to serve as Mayor and one to serve as Vice Mayor for a one-year term.

Mayor Pineda opened nominations for Mayor.

Council Member Sanabria nominated Vice Mayor Macias for Mayor, 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

Presentation of Oath of Office to newly elected Mayor Macias, given by Delia Acedo, Key Club President, Linda Marquez High School.

Newly-elected Mayor Macias called for nominations for Vice Mayor.

Council Member Ortiz nominated Council Member Avila for Vice Mayor, seconded by Council Member Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

Presentation of Oath of Office to newly elected Vice Mayor Avila, given by his daughter Martha Avila.

Presentations by the following to outgoing Mayor Pineda:

David Juarez, Field Representative from California State Assembly, 53rd District, Miguel Santiago's Office.

City of Huntington Park City Council

Antonio Chapa, District Director/Veterans and Homeless Liaison from Honorable Supervisor Hilda Solis' Office.

Ricardo Lara, Mayor Pro Tem, City of Maywood....

Juan Garza, Mayor Pro Tem, City of Bellflower

Estrella Bautista, Cristovision, Inc.

Leticia Martinez, Executive Director/CEO from The Greater Huntington Park Area Chamber of Commerce.

Anshul Singh, Sathya Sai International Organization of USA

Gloria Rodriguez, founder and President of Parents with Exceptional Kids (PEK) and Betty Davis-Gonzalez, Parks and Recreation Commissioner

Justin Guzman, President and James Newton, Vice President of Aircraft X-Ray Lab

Moyses Flores

Maria Robles, Poet

Mayor Alexis Villanea, Captain, The Salvation Army

Islea Martinez, Principal, St. Matthias School

Comments by Council Members

Council Member Ortiz, thanked all, thanked and congratulated former Mayor Pineda, congratulated new appointed Vice Mayor Avila and Mayor Macias noting her second appointment and youngest Mayor, acknowledged the student who gave Mayor Macias the oath and invited the public to join in celebrating the new Vice Mayor and Mayor at Leonardos.

Council Member Sanabria, thanked everyone for attending tonight, thanked former Mayor Pineda and congratulated newly appointed Vice Mayor Avila and Mayor Macias.

Vice Mayor Avila, pleased to see all those who attended tonight, official representatives, representatives of the community, businesses and members of the churches, his tenure as a council Member and the experience he has gained, looks forward to working together for the community and doing more for Huntington Park and thanked all for the opportunity to be Vice Mayor.

Former Mayor Pineda, thanked his family for all their support while representing the City as Mayor, thanked the community members and staff who were present tonight, acknowledged staff and their hard work they do for the community, thanked all for the opportunity to represent the City, working together with various organizations and officials, congratulated newly appointed Mayor Macias and Vice Mayor Avila and announced that as we work together we can continue to grow as a City we welcome everyone to collaborate together, never give up and continue to move forward until you accomplishment what you want.

Mayor Macias, congratulated former Mayor Pineda and all his relations locally and

internationally, congratulated newly appointed Vice Mayor Avila and thanking his family for supporting him, acknowledging her tenure as a Council Member, working with various organizations, staff and the continued support, acknowledged SAU2015, thanked her family for their support, privilege to be a Mayor a second time, thanked everyone for attending and invited everyone to Leonardo's for the celebration.

ADJOURNMENT

At 7:32 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, April 2, 2019, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

DRAFT

City of Huntington Park List of Funds

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

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
A PLUS PROMOTIONS	751	111-6020-482.56-41	HALLOWEEN EVENT TRAIN	1,000.00
				\$1,000.00
ABBA TERMITE & PEST CONTROL	38123	111-7065-441.61-20	BEE TREATMENT SERVICES	195.00
				\$195.00
ADLERHORST INTERNATIONAL LLC	102275	111-7030-421.61-20	PD K-9 DOG FOOD PURCHASE	157.32
				\$157.32
AFSCME COUNCIL 36	PPE 02/10/2019	802-0000-217.60-10	AFSCME COUNCIL 36 DUES	694.26
				\$694.26
ALADDIN LOCK & KEY SERVICE	28851	741-8060-431.43-20	CITY FLEET VEHICLE KEYS	40.19
				\$40.19
ALEX WHITFORD MARIN	1/27-1/29/2019	111-8020-431.59-15	ADA CONFERENCE PER DIEM	135.25
	1/27-1/29/2019	111-8020-431.59-15	TRANSPORTATION REIMBURSE	65.61
				\$200.86
ALFARO COMMUNICATION CONSTRUCTION	3	205-8010-431.73-10	PACIFIC BL IMPROVEMENT PROJ	116,870.35
	3	221-8080-431.73-10	PACIFIC BL IMPROVEMENT PROJ	52,998.31
	3	222-8010-431.73-10	PACIFIC BL IMPROVEMENT PROJ	105,033.15
	3	535-8010-431.73-10	PACIFIC BL IMPROVEMENT PROJ	103,174.21
				\$378,076.02
ALL CITY MANAGEMENT SERVICES	59161	111-7022-421.56-41	CROSSING GUARD 1/13-1/26/19	6,146.04
	59495	111-7022-421.56-41	CROSSING GUARD 1/27-2/9/19	6,807.40
				\$12,953.44
ALVARES, DIANA	22137-5796	681-0000-228.70-00	WATER CREDIT REFUND	154.29
				\$154.29
AMAZON.COM SERVICES, INC.	1JL4-GPFC-L1YX	111-6065-466.61-20	P&R SENIOR PROGRAM SUPPLY	191.45
	1N31-3YPQ-HQJQ	239-6060-466.61-20	P&R AFTER SCHOOL SUPPLIES	319.71
				\$511.16
AMERICAN EXPRESS	2156494	111-0110-411.58-19	SAC LEGISLATIVE TOUR HOTEL	562.66
	2156482	111-0110-411.58-24	SAC LEGISLATIVE TOUR HOTEL	574.19
	OPSNT_EAZZG	111-0210-413.43-05	CELL PHONE LENS ACCESSORY	174.97
	OPSNT_ELJZZ	111-0210-413.43-05	CELL PHONE LENS ACCESSORY	314.96
	2156493	111-0240-466.59-15	SAC LEGISLATIV TOUR LODGING	574.19
	2156495	111-0240-466.59-15	SAC LEGISLATIV TOUR LODGING	574.19
	00464380	111-6010-451.59-15	P&R DIR TRANSPORTATION	72.00
	00655714090	111-6010-451.59-15	P&R DIR TRANSPORTATION	32.71
	00663534758	111-6010-451.59-15	P&R DIR TRANSPORTATION	21.40
	019731005	111-6010-451.59-15	P&R DIR TRANSPORTATION	44.69
	9901700008	111-6010-451.74-10	P&R WEIGHT ROOM FLOOR	568.80
	99836520000	111-6010-451.74-10	P&R WEIGHT ROOM FLOOR	710.13
	999012000008	111-6010-451.74-10	P&R WEIGHT ROOM FLOOR	710.13
	38910006	111-6020-451.61-35	P&R CEREMONY SUPPLIES	140.16
	AR501097303	111-6020-451.61-35	P&R DIR CONFERENCE LODGING	939.33
	730110090020248	111-8010-431.73-10	CEREMONIAL SHOVELS	644.50
	3X1WR0BX	111-8020-431.59-15	PW DIR TRANSPORTATION EXPENSE	8.09

CITY OF HUNTINGTON PARK

DEMAND REGISTER

3-5-2019

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	78054665	111-8020-431.59-15	TRAVEL INSURANCE REFUND	-22.75
	9QZC26TG	111-8020-431.59-15	PW DIR TRANSPORTATION EXPENSE	17.75
	9VTN8CXA	111-8020-431.59-15	PW DIR TRANSPORTATION EXPENSE	18.53
	AW8JGVQT	111-8020-431.59-15	PW DIR TRANSPORTATION EXPENSE	9.95
	K4T8TJCC	111-8020-431.59-15	PW DIR TRANSPORTATION EXPENSE	11.27
	Q9955VG0	111-8020-431.59-15	PW DIR TRANSPORTATION EXPENSE	23.98
	QTXNCS1K	111-8020-431.59-15	PW DIR TRANSPORTATION EXPENSE	22.37
	1LHRIHN5RY	111-8020-431.61-20	PW CELL PHONE COVERS	471.92
	1/28/19	111-9010-419.33-10	CARD ANNUAL FEE	90.00
	100669154057	229-7010-421.59-15	PD NENA MEMBER DUES	142.00
	30331223	229-7010-421.59-15	PD EXPLORER CONFERENCE LODGING	151.41
	30331600	229-7010-421.59-15	PD EXPLORER CONFERENCE LODGING	615.37
	30331775	229-7010-421.59-15	PD EXPLORER CONFERENCE LODGING	605.64
	9970328	229-7010-421.59-15	PD NENA TRAINING	1,050.00
	99710089	229-7010-421.59-15	PD NENA TRAINING	-1,050.00
	99728700	229-7010-421.59-15	PD NENA TRAINING	1,050.00
	0661694	741-8060-431.62-30	PD FUEL PURCHASE	72.93
				\$9,947.47
ARAMARK UNIFORM & CAREER APPAREL	533974288	741-8060-431.56-41	PW UNIFORM SERVICES	105.75
	533991723	741-8060-431.56-41	PW UNIFORM SERVICES	121.56
	534009080	741-8060-431.56-41	PW UNIFORM SERVICES	105.75
	534026466	741-8060-431.56-41	PW UNIFORM SERVICES	105.75
				\$438.81
ARROYO BACKGROUND INVESTIGATIONS	1839	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	400.00
	1851	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	800.00
				\$1,200.00
AT&T	2/21-3/20/2019	111-9010-419.53-10	COMMUNITY CENTER INTERNET	45.75
	2/23-3/22/2019	111-9010-419.53-10	PUBLIC WORKS YARD INTERNET	64.25
	2/28-3/27/2019	111-9010-419.53-10	RAUL R PEREZ PARK INTERNET	45.00
	2/28-3/27/2019	111-9010-419.53-10	FREEDOM PARK INTERNET	54.25
	3/1-3/31/2019	111-9010-419.53-10	SALT LAKE PARK INTERNET	64.25
				\$273.50
AT&T MOBILITY	X02142019	111-7010-421.53-10	PD MOBILE SERVICE 1/7-2/6/19	4,548.12
				\$4,548.12
AT&T PAYMENT CENTER	12/28-1/27/2019	111-7010-421.53-10	PD PHONE SERVICES	637.87
	2/7-3/6/2019	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	2/7-3/6/2019	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	2/7-3/6/2019	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	2/7-3/6/2019	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	2/7-3/6/2019	111-9010-419.53-10	CITY WIDE PHONE SRVCS	100.51
	2/7-3/6/2019	111-9010-419.53-10	CITY WIDE PHONE SRVCS	194.01
	2/7-3/6/2019	111-9010-419.53-10	CITY WIDE PHONE SRVCS	80.35
				\$1,144.86

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
B-LINE INVESTIGATIONS, INC	1033	111-7040-421.56-41	BACKGROUND INVESTIGATIONS	1,375.00
				\$1,375.00
BENEFIT ADMINISTRATION CORPORATION	6028109-IN	111-2030-413.56-41	ADMIN & BANK FEES 12/2018	80.00
				\$80.00
BENNETT LANDSCAPE	209435	535-8090-452.56-60	LANDSCAPE SRVCS 1/2019	6,800.00
				\$6,800.00
BERLIN RUIZ	71015/71522	111-0000-228.20-00	P&R DEPOSIT REFUND	250.00
				\$250.00
BLUEMARK, INC.	22511	111-0000-228.70-00	BUSINESS LICENSE REFUND	154.00
				\$154.00
BRENDA PONCE	71315/71524	111-0000-347.50-00	P&R DEPOSIT REFUND	25.00
				\$25.00
BRIZUELA'S IRON WORK	0894	535-8090-452.43-20	GATE REPAIR SERVICE	640.00
				\$640.00
BURHENN & GEST LLP	2/1/2019	111-8030-461.56-42	PROF SRVC-WATER MANDATE	3,161.22
				\$3,161.22
CAL PRIVATE BANK-FIT	PPE 02/10/2019	802-0000-217.20-10	FEDERAL TAX DEPOSIT	52,655.67
				\$52,655.67
CAL PRIVATE BANK-MEDICARE	PPE 02/10/2019	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,660.84
				\$7,660.84
CAL PRIVATE BANK-SIT	PPE 02/10/2019	802-0000-217.20-20	STATE TAX DEPOSIT	18,780.04
				\$18,780.04
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 1/13/2019	802-0000-217.30-10	CITYWIDE RETIREMNT BENEFIT	35,553.77
	PPE 1/27/2019	802-0000-217.30-10	CITYWIDE RETIREMNT BENEFIT	37,163.38
	PPE 12/30/2018	802-0000-217.30-10	CITYWIDE RETIREMNT BENEFIT	35,364.37
	PPE 1/13/2019	802-0000-218.10-10	CITYWIDE RETIREMNT BENEFIT	62,221.08
	PPE 1/27/2019	802-0000-218.10-10	CITYWIDE RETIREMNT BENEFIT	64,314.73
	PPE 12/30/2018	802-0000-218.10-10	CITYWIDE RETIREMNT BENEFIT	60,041.46
				\$294,658.79
CARAVAN CANOPY INT'L INC.	614195	287-8057-432.54-00	PW USED OIL EVENT CANOPY	1,090.06
				\$1,090.06
CENTRAL BASIN MWD	HP-JAN19	681-8030-461.41-00	POTABLE WATER PURCHASE 1/2019	152,823.70
				\$152,823.70
CENTRAL FORD	323157	219-8085-431.43-21	SHUTTLE PARTS PURCHASE	59.07
	331519	219-8085-431.43-21	SHUTTLE PARTS PURCHASE	353.37
	331634	741-8060-431.43-20	FLEET PARTS PURCHASE	66.60
	331930	741-8060-431.43-20	FLEET PARTS PURCHASE	878.68
				\$1,357.72
CHARTER COMMUNICATIONS	0444795022219	111-9010-419.53-10	CITY HALL INTERNET 3/2-4/1/19	1,999.00
	0511353020919	111-9010-419.53-10	CITY HALL BACK UP INTERNET 2/19-3/18	154.97
				\$2,153.97
CITY CLERKS ASSOCIATION OF CA	488	111-1010-411.59-15	CITY CLERK ASSOC RENEWAL	170.00
				\$170.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 02/10/2019	802-0000-217.30-30	MEDICAL REIMBURSEMENT 125	615.01
				\$615.01
CITY OF HUNTINGTON PARK GEA	PPE 02/10/2019	802-0000-217.60-10	GEA DUES & PRE PAID LEGAL	122.50
				\$122.50
CLAUDIA ESMERALDA CERERO	21796/71525	111-0000-228.20-00	P&R DEPOSIT REFUND	150.00
				\$150.00
COLONIAL SUPPLEMENTAL INSURANCE	PPE 02/10/2019	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,049.12
				\$1,049.12
COMMERCIAL TIRE COMPANY	1-150694	741-8060-431.43-20	TIRE PURCHASE	309.99
	1-150756	741-8060-431.43-20	TIRE PURCHASE	694.44
	1-GS150696	741-8060-431.43-20	TIRE PURCHASE	660.28
	1-GS150697	741-8060-431.43-20	TIRE PURCHASE	152.42
				\$1,817.13
CRAFCO INC	9401989403	221-8010-431.61-21	POTHOLE PATCHING SUPPLIES	1,997.46
				\$1,997.46
DAY WIRELESS SYSTEMS	476452	111-7010-421.56-41	PD RADIO REPAIR	300.00
				\$300.00
DEERE & COMPANY	116466329	535-8090-452.74-10	PW UTILITY VEHICLE	8,404.13
				\$8,404.13
DELTA DENTAL INSURANCE COMPANY	BE003254328	802-0000-217.50-20	DENTAL PREMIUM PMI 3/2019	2,522.16
	BE003256480	802-0000-217.50-20	DENTAL PREMIUM PPO 3/2019	9,626.67
				\$12,148.83
DEPARTMENT OF JUSTICE	353121	111-7030-421.56-41	PD FINGERPRINTS APPS	347.00
				\$347.00
E J WARD INC	0062237-IN	741-8060-431.59-15	PW FUEL TERMINAL TRAINING	1,800.00
	0062236-IN	741-8060-431.74-10	PW FUEL TERMINAL INSTALL	2,950.00
				\$4,750.00
EGGLI COURT REPORTERS	E021319	111-2030-413.32-30	TRANSCRIPTION SRVCS	1,773.78
	E021419	111-2030-413.32-30	TRANSCRIPTION SRVCS	1,783.55
	E022019	111-2030-413.32-30	TRANSCRIPTION SRVCS	1,695.62
	E022119	111-2030-413.32-30	TRANSCRIPTION SRVCS	1,764.00
				\$7,016.95
EMPLOYMENT DEVELOPMENT DEPT.	L0283780192	111-9017-413.52-90	UNEMPLOYMENT INSURANCE	9,323.00
				\$9,323.00
ENTERPRISE FM TRUST	FBN3650739	111-7010-421.56-41	PD VEHICLE LEASE 2/2019	92.04
	FBN3650739	226-9010-419.74-20	PD VEHICLE LEASE 2/2019	1,765.39
				\$1,857.43
EXPERT ROOTER	096621	111-8023-451.43-10	P&R PLUMBING SERVICES	90.00
	096732	111-8023-451.43-10	P&R PLUMBING SERVICES	275.00
				\$365.00
F&A FEDERAL CREDIT UNION	PPE 02/10/2019	802-0000-217.60-40	EMPLOYEE CU DEDUCTION	11,285.50
				\$11,285.50
FERGUSON ENTERPRISES INC	7116922	535-8090-452.61-20	SKATE PARK WATER PUMP	430.99
				\$430.99

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
FERNANDO NUNEZ	69256/71523	111-0000-347.25-00	P&R DEPOSIT REFUND	28.00
				\$28.00
FIRST CHOICE SERVICES	633157	111-9010-419.61-20	CITY WIDE COFFEE SUPPLIES	220.19
				\$220.19
GARDA CL WEST, INC.	10462091	111-9010-419.33-10	ARMORED TRANSPORT 2/1/19	736.51
	20355142	111-9010-419.33-10	ARMORED TRANSPORT 1/2019	155.00
				\$891.51
GATEWAY URGENT CARE CENTER	00139763-00	111-2030-413.56-41	MEDICAL SERVICES	250.00
				\$250.00
GEORGE VEGA	22019	111-0240-466.55-42	TOY DRIVE SANTA CLAUSE	150.00
				\$150.00
GORM INC	269228	741-8060-431.43-20	FLEET MAINTENANCE SUPPLY	298.50
				\$298.50
GUILLERMO PORTILLO	233080	111-6065-466.61-20	AFTER SCHOOL SUPPLIES	77.47
				\$77.47
HASA, INC.	626836	681-8030-461.41-00	HYPO SODIUM CHLORITE	236.16
	626839	681-8030-461.41-00	HYPO SODIUM CHLORITE	132.35
	629277	681-8030-461.41-00	HYPO SODIUM CHLORITE	268.21
	629278	681-8030-461.41-00	HYPO SODIUM CHLORITE	284.81
				\$921.53
HAZEL BRICENO	2/5/2019	111-6030-451.33-90	REFEREE SERVICES	54.00
				\$54.00
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 02/10/2019	802-0000-217.60-10	POLICE MGMT ASSOC DUES	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 02/10/2019	802-0000-217.60-10	POLICE OFFICER ASSOC DUES	6,848.09
				\$6,848.09
INFRAMARK LLC	36986	283-8040-432.56-41	SEWER MAINTENANCE 1/2019	12,362.14
	37878	283-8040-432.56-41	SEWER MAINTENANCE 2/2019	12,362.14
	37857	681-0000-228.30-10	IRRIGATION SRVCS 1/2019	7,918.80
	36986	681-8030-461.56-41	SEWER MAINTENANCE 1/2019	97,010.78
	37878	681-8030-461.56-41	SEWER MAINTENANCE 2/2019	97,010.78
				\$226,664.64
INFRASTRUCTURE ENGINEERS	23814	111-8080-431.56-62	ENGINEERING SRVCS 1/2019	22,234.01
	23821	152-6010-451.73-10	ENGINEERING SRVCS 1/2019	36,410.40
	23814	221-8010-431.56-41	ENGINEERING SRVCS 1/2019	15,114.42
	23799	222-8010-431.76-02	ENGINEERING SRVCS 1/2019	29,405.60
	23814	222-8080-431.56-41	ENGINEERING SRVCS 1/2019	4,174.38
	23814	334-8080-431.56-41	ENGINEERING SRVCS 1/2019	1,967.19
				\$109,306.00
ISMAEL MALDONADO	71193/71549	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				\$500.00
ITRON, INC.	510557	681-3022-415.56-41	METER DEVICE SOFTWARE MAINT	684.35
				\$684.35

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JCL TRAFFIC	98204	221-8012-429.61-20	TRAFFIC CONTRL DELINEATOR	295.16
	98250	221-8012-429.61-20	TRAFFIC CONTRL DELINEATOR	834.39
				\$1,129.55
JERRY'S AUTO BODY, INC.	31383	741-8060-431.43-20	AUTO BODY REPAIR & PAINT	1,980.56
	31384	741-8060-431.43-20	AUTO BODY DOOR REPAIR	1,118.54
	31397	741-8060-431.43-20	AUTO DOOR ALIGNMENT SRVC	250.29
				\$3,349.39
JOEL GORDILLO	2/2019	111-1010-411.56-41	VIDEOGRAPHER 2/2019	1,650.00
				\$1,650.00
JORGE ENCARNACION	6395	111-8010-431.15-25	GEA BOOT REIMBURSEMENT	20.00
	6395	111-8020-431.15-25	GEA BOOT REIMBURSEMENT	70.00
	6395	111-8022-419.15-25	GEA BOOT REIMBURSEMENT	70.00
	6395	220-8010-431.15-25	GEA BOOT REIMBURSEMENT	20.00
	6395	222-8010-431.15-25	GEA BOOT REIMBURSEMENT	20.00
				\$200.00
JOSEPH B CAIN	2/7/2019	111-6030-451.33-90	REFEREE SERVICES	81.00
				\$81.00
KEYSTONE UNIFORMS	700025464	111-7010-421.61-20	PD EMPLOYEE UNIFORM	205.04
	700025466	111-7010-421.61-20	PD EMPLOYEE UNIFORM	140.00
	700025478	111-7010-421.61-20	PD EMPLOYEE UNIFORM	85.98
	700025608	111-7010-421.61-20	PD EMPLOYEE UNIFORM	61.73
	700025636	111-7010-421.61-20	PD EMPLOYEE UNIFORM	142.20
				\$634.95
LA COUNTY SHERIFF'S DEPT	192582BL	111-7022-421.56-41	PD INMATE MEAL SERVICE	1,252.22
				\$1,252.22
LAKESHORE LEARNING MATERIALS	043241	111-6020-451.61-35	P&R TINY TOTS SUPPLIES	476.58
				\$476.58
LAN WAN ENTERPRISE, INC	63033	111-6010-451.61-20	P&R WIFI ACCESS POINT	896.70
	63040	111-7010-421.61-20	PD COMPUTER POWER SUPPLY	72.11
	62921	111-9010-419.43-15	IT SERVICES 2/2019	23,500.00
				\$24,468.81
LB JOHNSON HARDWARE CO #1	701572	111-8020-431.43-10	BANNER CABLE & SPRINGS	121.21
	701616	111-8020-431.43-10	ROOF REPAIR SUPPLIES	85.38
	701971	111-8020-431.43-10	DRAIN CLEANER PURCHASE	32.84
	701583	111-8023-451.43-10	HARDWARE ACCESSORIES	54.77
	701651	111-8023-451.43-10	SHOWER PARTS VALVES	87.58
	701888	111-8024-421.43-10	SHOWER PARTS VALVES	97.41
	701887	221-8014-429.61-20	TRAFFIC SIGNAL HARDWARE	79.43
	701915	221-8014-429.61-20	TRAFFIC SIGNAL FUSES	19.67
	702054	535-8090-452.61-20	PARK BENCH HARDWARE	350.78
				\$929.07
LEGAL SHIELD	FEB2019	802-0000-217.60-50	ID THEFT PREMIUM 2/2019	80.70
				\$80.70

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MARCELLO RETAMOSA	4303	111-8010-431.15-25	GEA BOOT REIMBURSEMENT	13.14
	4303	111-8020-431.15-25	GEA BOOT REIMBURSEMENT	13.14
	4303	111-8080-431.15-25	GEA BOOT REIMBURSEMENT	6.57
	4303	220-8010-431.15-25	GEA BOOT REIMBURSEMENT	6.57
	4303	221-8010-431.15-25	GEA BOOT REIMBURSEMENT	45.99
	4303	221-8012-429.15-25	GEA BOOT REIMBURSEMENT	45.99
				\$131.40
MCMaster-CARR SUPPLY CO.	83637090	111-8020-431.43-10	PW ETHERNET SPLITTER	80.74
				\$80.74
MEDIA CONTROL SYSTEMS	3124	111-1010-411.74-10	MEDIA SYSTEMS TRAINING	600.00
				\$600.00
MERRIMAC ENERGY GROUP	2190430	741-8060-431.62-30	FUEL PURCHASE	25,090.50
				\$25,090.50
MIGUEL ANAYA	22554	111-0000-228.70-00	BUSINESS LICENSE REFUND	179.00
				\$179.00
NATION WIDE RETIREMENT SOLUTIONS	PPE 02/10/2019	802-0000-217.40-10	DEFERRED COMP DEDUCTION	14,365.83
				\$14,365.83
NATIONWIDE ENVIRONMENTAL SERVICES	29806	221-8010-431.56-41	SWEEPING SRVCS 1/2019	5,331.18
	29874	221-8010-431.56-41	SWEEPING SRVCS 2/2019	5,331.18
	29806	222-8010-431.56-41	SWEEPING SRVCS 1/2019	33,744.63
	29874	222-8010-431.56-41	SWEEPING SRVCS 2/2019	33,744.63
	29806	231-8010-415.56-41	SWEEPING SRVCS 1/2019	7,736.92
	29874	231-8010-415.56-41	SWEEPING SRVCS 2/2019	7,736.92
				\$93,625.46
NORTH STAR LAND SCAPE LLC	1596-01	231-8010-415.56-41	LANDSCAPE SRVC 1/2019	2,500.00
	1596-01	535-8090-452.56-60	LANDSCAPE SRVC 1/2019	11,554.00
				\$14,054.00
NORTH VALLEY SWIM	8/8-8/10/2018	111-6020-451.56-41	P&R POOL LIFEGUARDS	1,260.00
				\$1,260.00
O'REILLY AUTO PARTS	2959-393385	219-8085-431.43-21	SHUTTLE AIR FILTER PURCHASE	53.78
	2959-415570	219-8085-431.43-21	SHUTTLE AIR FILTER PURCHASE	19.43
	2959-415575	219-8085-431.43-21	SHUTTLE AIR FILTER PURCHASE	77.33
	2959-418491	219-8085-431.43-21	SHUTTLE AIR FILTER PURCHASE	19.43
	2959-460893	219-8085-431.43-21	SHUTTLE AIR FILTER PURCHASE	10.77
	2959-468981	219-8085-431.43-21	SHUTTLE AIR FILTER PURCHASE	19.99
	2959-469123	219-8085-431.43-21	SHUTTLE AIR FILTER PURCHASE	19.99
	2959-473740	219-8085-431.43-21	SHUTTLE CAPSULE PART	17.43
	2959-474569	219-8085-431.43-21	SHUTTLE AIR FILTER PURCHASE	19.99
	2959-477794	219-8085-431.43-21	SHUTTLE STARTER PURCHASE	204.12
	2959-474907	741-8060-431.43-20	AUTO OIL FILTER PURCHASE	54.85
	2959-477193	741-8060-431.43-20	AUTO HEAD LAMPS PURCHASE	93.84
	2959-477504	741-8060-431.43-20	AUTO AIR FILTER PURCHASE	104.78
	2959-477505	741-8060-431.43-20	AUTO OIL FILTER PURCHASE	36.98

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-477508	741-8060-431.43-20	WIPER BLADES-SHOP SUPPLY	251.04
	2959-477509	741-8060-431.43-20	SEAL REPAIR-SHOP SUPPLY	118.95
	2959-477568	741-8060-431.43-20	OIL FILTER-SHOP SUPPLY	25.05
	2959-477569	741-8060-431.43-20	AUTO AIR FILTER PURCHASE	14.59
	2959-477573	741-8060-431.43-20	AUTO AIR FILTER PURCHASE	56.28
	2959-477787	741-8060-431.43-20	FLEET BATTERY CHARGER	37.89
	2959-477796	741-8060-431.43-20	AUTO OIL FILTER PURCHASE	68.02
	2959-477833	741-8060-431.43-20	AUTO AIR FILTER PURCHASE	59.96
	2959-477864	741-8060-431.43-20	WINDSHIELD WIPER MOTOR	207.79
	2959-479477	741-8060-431.43-20	AUTO CAPSULE PURCHASE	41.75
				\$1,634.03
OEM AUTO PAINT SUPPLIES	117976	535-8090-452.61-20	PARK BENCH PAINT PURCHASE	603.05
				\$603.05
OK PRINTING DESIGN & DIGITAL PRINT	1196	111-8020-431.61-20	PW BUSINESS CARDS	47.38
				\$47.38
PARS	42120	111-9010-419.56-41	PARS REP FEES 12/2018	2,318.54
	42211	111-9010-419.56-41	PARS ARS FEES 12/2018	397.04
				\$2,715.58
PAZ VALLADARES	71053/71527	111-0000-347.20-00	P&R DEPOSIT REFUND	50.00
				\$50.00
PETE CARRILLO JR	2/9/2019	111-6030-451.33-90	REFEREE SERVICES	54.00
				\$54.00
PRO FORCE LAW ENFORCEMENT	367582	111-7010-421.61-20	PD BULLET PROOF VESTS	354.35
	367582	233-7010-421.74-10	PD BULLET PROOF VESTS	354.35
				\$708.70
PRUDENTIAL OVERALL SUPPLY	51017777	111-6010-452.43-20	P&R MAT CLEANING SERVICE	-63.54
	52222445	111-6010-452.43-20	P&R MAT CLEANING SERVICE	132.81
	52218621	111-7010-421.56-41	PD MAT CLEANING SERVICES	21.28
				\$90.55
PURCHASE POWER	2/7/2019	111-7040-421.56-41	PD POSTAGE PURCHASE 2/2019	514.84
				\$514.84
R & R INDUSTRIES, INC.	553898	111-8010-431.61-21	PW SAFETY VEST PURCHASE	476.12
	552918	221-8010-431.61-21	PW SAFETY VEST PURCHASE	570.22
				\$1,046.34
READYREFRESH	09B0034574871	111-7010-421.61-20	PD WATER 1/16-2/12/19	281.23
				\$281.23
REPENZA, MAYRA	13463-9166	681-0000-228.70-00	WATER CREDIT REFUND	169.63
				\$169.63
RICARDO REYES	21559-8046	681-0000-228.70-00	WATER CREDIT REFUND	55.06
				\$55.06
RICOH USA, INC.	1079741545	111-6010-451.56-41	P&R COPIER INK PURCHASE	41.00
				\$41.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ROBERT MORENO	2/9/2019	111-6030-451.33-90	REFEREE SERVICES	54.00
				\$54.00
ROBERT PIXTON PLUMBING	10/21/18	535-8090-452.43-20	BACKFLOW DEVICE TESTING	1,757.50
				\$1,757.50
SANTIAGO PELAYO	66645/71568	111-0000-228.20-00	P&R DEPOSIT REFUND	150.00
				\$150.00
SERGIO ZARAGOZA	2/5-2/7/2019	111-6030-451.61-35	REFEREE SERVICES	135.00
				\$135.00
SHELL FLEET PLUS	79043758902	741-8060-431.62-30	PD FUEL 1/14-1/31/19	646.05
				\$646.05
SIERRA INSTALLATIONS INC	19035	232-6010-419.56-41	HOLIDAY DECORATION STORAGE	500.00
				\$500.00
SOUTHERN CALIFORNIA EDISON	1/16-2/15/2019	111-8020-431.62-10	PW ELECTRICITY 6900 BISSELL	1,216.66
	1/5-2/5/2019	111-8024-421.62-10	PD FACILITIES ELECTRICITY	4,707.44
	1/4-2/15/2019	535-8016-431.62-10	VARIOUS SERVICE ACCTS	14,856.97
	1/4-2/15/2019	681-8030-461.62-20	VARIOUS SERVICE ACCTS	7,134.93
				\$27,916.00
SOUTHERN CALIFORNIA NEWS GROUP	0011171138	111-8080-431.54-00	PW NOTICE INVITING BIDS	221.91
				\$221.91
STACY MEDICAL CENTER	3160-30691	111-7022-421.56-15	PD MEDICAL SERVICES	950.00
				\$950.00
STANDARD INSURANCE COMPANY	MAR2019	802-0000-217.50-70	LIFE, AD&D, LTD PREMIUM	6,162.06
	MARCH2019	802-0000-217.50-70	LIFE INSURANCE 3/2019	1,653.73
				\$7,815.79
SUPERCO SPECIALTY PRODUCTS	PSI271925	535-8090-452.61-20	TRASH RECEPTACLES PAINT	473.99
				\$473.99
SUPERION, LLC	227223	111-9010-419.43-15	FINANCIAL SYSTEMS 3/2019	11,298.22
				\$11,298.22
SUSAN CRUM	2056909076	111-0210-413.61-20	CM ADMIN SUPPLIES REIMBRS	87.70
				\$87.70
THE GAS COMPANY	1/10-2/08/2019	111-8020-431.62-10	VARIOUS SERVICE ACCTS	724.60
	1/10-2/08/2019	111-8022-419.62-10	VARIOUS SERVICE ACCTS	631.19
	1/10-2/08/2019	111-8023-451.62-10	VARIOUS SERVICE ACCTS	580.92
	1/08-2/06/2019	111-8024-421.62-10	PD ANNEX BUILDING ACCT	379.81
	1/10-2/08/2019	111-8024-421.62-10	VARIOUS SERVICE ACCTS	850.09
				\$3,166.61
TOWN HALL STREAMS	9623	111-1010-411.56-41	COUNCIL STREAMING 2/2019	300.00
				\$300.00
TRIMMING LAND CO INC	10880	231-8010-415.56-41	TREE SRVCS ADDT'L 7/2018	2,500.00
	10880	535-8090-452.56-60	TREE SRVCS ADDT'L 7/2018	6,322.50
				\$8,822.50
TWINSGRILL ARECHIGA, INC	23121-21636	681-0000-228.70-00	WATER CREDIT REFUND	913.73
				\$913.73
U.S. BANK	PPE 02/10/2019	802-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,684.32
	PPE 02/10/2019	802-0000-217.30-20	PARS DEDUCTION	2,005.94
	PPE 02/10/2019	802-0000-218.10-05	EMPLOYER CONTRIBUTION	14,013.57
				\$17,703.83

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. HEALTH WORKS	3465160-CA	111-2030-413.56-41	HR MEDICAL SERVICES	94.00
				\$94.00
UPS	F911X6069	111-7010-421.61-20	PD SHIPPING 1/12/2019	2.16
				\$2.16
VELADA CONSULTING LLC	1	111-0210-413.56-41	MEASURE C CONSULTANT	45,000.00
				\$45,000.00
VISION SERVICE PLAN-CA	MARCH2019	802-0000-217.50-30	VISION PREMIUM 3/2019	4,325.28
				\$4,325.28
WALTERS WHOLESALE ELECTRIC COMPANY	S112309779.001	681-8030-461.43-30	WATER WELL PARTS PURCHASE	2,298.19
	S112309779.002	681-8030-461.43-30	WATER WELL PARTS PURCHASE	17.89
	S112312334.001	681-8030-461.43-30	WATER WELL PARTS PURCHASE	68.69
				\$2,384.77
WEST GOVERNMENT SERVICES	839810786	111-7030-421.56-41	PD INVESTIGATION SERVICES	58.43
				\$58.43
YASMIN CRUZ	71012/71230	111-6060-466.33-20	CONTRACT INSTRUCTOR	212.80
				\$212.80
				\$1,691,036.50

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
4IMPRINT INC	7082028	111-6030-451.61-35	P&R STAFF UNIFORMS	1,128.76
				\$1,128.76
AARON CRUZ	71228/71801	111-6060-466.33-20	CONTRACT INSTRUCTOR	264.00
	71605/71605	111-6060-466.33-20	CONTRACT INSTRUCTOR	26.40
				\$290.40
ADIR INTERNATIONAL EXPORT LTD	3Q18,4Q18	111-9010-465.56-33	SALES TAX AGREEMENT	12,353.55
				\$12,353.55
AFSCME COUNCIL 36	PPE 03/10/2019	802-0000-217.60-10	AFSCME COUNCIL 36 DUES	710.79
				\$710.79
AIR-TECH ENVIRONMENTAL, INC	40169	111-8022-419.43-10	MOLD INSPECTION SRVCS	1,500.00
				\$1,500.00
ALADDIN LOCK & KEY SERVICE	28906	741-8060-431.43-20	KEYS FOR CITY GENERATORS	37.47
				\$37.47
ALFARO COMMUNICATIONS CONSTRUCTION	4	205-8010-431.73-10	PACIFIC BL PEDEST & TRANS	9,352.20
	4	208-8051-431.73-10	PACIFIC BL PEDEST & TRANS	69,228.92
	4	205-0000-206.00-00	PACIFIC BL PEDEST & TRANS	-3,929.06
				\$74,652.06
ALL CITY MANAGEMENT SERVICES	59861	111-7022-421.56-41	CROSSING GUARD 2/10-2/23	6,146.04
	60129	111-7022-421.56-41	CROSSING GUARD 2/24-3/9	6,883.23
				\$13,029.27
ALVAREZ-GLASMAN & COLVIN	2018-12-18225	745-9031-413.32-70	LEGAL SRVCS 12/2018	715.80
	2018-12-18226	745-9031-413.32-70	LEGAL SRVCS 12/2018	4,008.89
				\$4,724.69
AMAZON.COM SERVICES, INC.	1LNT-CC3C-99MJ	111-6020-451.61-35	AFTER SCHOOL SUPPLIES	327.08
				\$327.08
AMERICAN EXPRESS	10011042480	111-0210-413.59-15	CM CONFERENC REGISTRATION	329.00
	5262438982150	111-0210-413.59-15	CONFERENCE FLIGHT EXPENSE	202.28
	5262438982151	111-0210-413.59-15	CONFERENCE FLIGHT EXPENSE	202.28
	0047846	111-0240-466.59-15	ADMIN OFFICE SUPPLIES	91.53
	06347896	111-6010-451.59-15	P&R DIR LODGING EXPENSE	181.40
	002613034	111-6010-451.61-20	P&R OFFICE SUPPLY EXPENSE	2.86
	00384043	111-6020-451.61-35	P&R AFTER SCHOOL SUPPLIES	223.01
	0049129	111-6020-451.61-35	P&R AFTER SCHOOL SUPPLIES	36.09
	0049130	111-6020-451.61-35	P&R 5K EVENT SUPPLY	106.10
	16445393422	111-6020-451.61-35	P&R DIR LODGING REFUND	-939.33
	00010000187	111-6065-451.57-46	P&R SENIOR DANCE SUPPLIES	460.67
	10010753704	111-7010-421.59-15	PD JAILER TRAINING	99.00
	1409262	111-7010-421.59-15	TRAINING LODGING EXPENSE	426.69
	30331223	111-7010-421.59-15	CONFERENCE LODGING	454.23
	10028982	111-7010-421.61-20	PD OFFICE SUPPLY	6.45
	851808990	111-8010-431.59-15	PW EXPO REGISTRATION	575.00
	0123ACF4	111-8020-431.59-15	PW ANALYST LODGING CREDIT	-24.12
	06334421	111-8020-431.59-15	PW DIRECTOR LODGING EXPNSE	181.40

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	117056732	111-8020-431.59-15	PW ANALYST LODGING EXPNSE	410.00
	G89R1YPF	111-8020-431.59-15	PW DIR TRANSPRTATN EXPNSE	9.67
	58LOXNH09WA	111-8023-451.43-10	PW EXTENDER DATA CABLES	141.27
	00201595	741-8060-431.62-30	PD FUEL PURCHASE	40.04
				\$3,215.52
AMTECH ELEVATOR SERVICES	DVL04010319	111-8022-419.56-41	ELEVATOR SRVC 3/1-5/31/19	828.36
				\$828.36
ARAMARK UNIFORM & CAREER APPAREL	534043936	741-8060-431.56-41	UNIFORM LAUNDRY RENTAL	106.84
	534061349	741-8060-431.56-41	UNIFORM LAUNDRY RENTAL	132.02
	534078679	741-8060-431.56-41	UNIFORM LAUNDRY RENTAL	105.75
	534095966	741-8060-431.56-41	UNIFORM LAUNDRY RENTAL	142.92
				\$487.53
ARROYO BACKGROUND INVESTIGATIONS	1889	111-7010-421.56-41	BACKGROUND INVESTIGATION	400.00
				\$400.00
AT&T	12713411	111-7010-421.53-10	PD DISPATCH PHONE 2/4-3/3/19	233.57
				\$233.57
AT&T MOBILITY	X02142019	111-5055-419.53-10	CODE ENFORCEMENT 1/7-2/6/19	176.44
	X03142019	111-7010-421.53-10	PD WIRELESS 2/7-3/6/19	5,530.17
	X02142019	239-5055-419.53-10	CODE ENFORCEMENT 1/7-2/6/19	117.63
				\$5,824.24
AT&T PAYMENT CENTER	1/28-2/27/2019	111-7010-421.53-10	PD PHONE SERVICES	658.83
	3/7-4/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICES	33.03
	3/7-4/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICES	33.03
	3/7-4/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICES	33.03
	3/7-4/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICES	33.03
	3/7-4/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICES	100.51
	3/7-4/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICES	194.01
	3/7-4/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICES	80.35
				\$1,165.82
BATTERY SYSTEMS INC	4833068	741-8060-431.43-20	FLEET BATTERY PURCHASE	214.62
	4838010	741-8060-431.43-20	FLEET BATTERY PURCHASE	216.62
				\$431.24
BENEFIT ADMINISTRATION CORPORATION	6028150-IN	111-2030-413.56-41	ADMIN & BANK FEES 2/2019	80.00
				\$80.00
BLUEMARK	23141-1908	681-0000-228.70-00	WATER CREDIT REFUND	898.18
				\$898.18
BOB BARKER COMPANY INC.	WEB000593609	121-7040-421.56-14	JAIL AND INMATE SUPPLIES	9.51
	WEB000593725	121-7040-421.56-14	JAIL AND INMATE SUPPLIES	100.98
				\$110.49
BRIZUELA'S IRON WORK	0898	114-6010-451.73-10	SOCCER CIR BARS REPAIR	3,723.00
	0895	221-8010-431.61-21	WAREHOUSE STORAGE STANDS	175.20
				\$3,898.20

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CAL PRIVATE BANK-FIT	PPE 03/10/2019	802-0000-217.20-10	FEDERAL TAX DEPOSIT	56,061.65
	PPE 3/24/2019	802-0000-217.20-10	FEDERAL TAX DEPOSIT	54,898.14
				\$110,959.79
CAL PRIVATE BANK-MEDICARE	PPE 03/10/2019	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,739.22
	PPE 3/24/2019	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,545.23
				\$15,284.45
CAL PRIVATE BANK-SIT	PPE 03/10/2019	802-0000-217.20-20	STATE TAX DEPOSIT	19,936.44
	PPE 3/24/2019	802-0000-217.20-20	STATE TAX DEPOSIT	19,636.32
				\$39,572.76
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 3/10/2019	802-0000-217.30-10	CALPERS RETIREMENT BENEFIT	36,894.15
	PPE 3/10/2019	802-0000-218.10-10	CALPERS RETIREMENT BENEFIT	64,225.75
				\$101,119.90
CALIFORNIA PARK&RECREATION SOCIETY	909-2019-003	111-6010-451.59-15	P&R AGING SRVCS TRAINING	30.00
				\$30.00
CARL WARREN & CO.	1858376	745-9031-413.33-70	3RD PARTY ADMIN LEGAL SRV	1,750.00
	1860661	745-9031-413.33-70	3RD PARTY ADMIN LEGAL SRV	750.00
	1869306	745-9031-413.33-70	3RD PARTY ADMIN LEGAL SRV	1,000.00
	1869307	745-9031-413.33-70	3RD PARTY ADMIN LEGAL SRV	1,000.00
	1870170	745-9031-413.33-70	3RD PARTY ADMIN LEGAL SRV	750.00
	1870171	745-9031-413.33-70	3RD PARTY ADMIN LEGAL SRV	375.00
	1870172	745-9031-413.33-70	3RD PARTY ADMIN LEGAL SRV	375.00
	1870173	745-9031-413.33-70	3RD PARTY ADMIN LEGAL SRV	1,125.00
				\$7,125.00
CARPENTER ROTHANS & DUMONT LLP	32337	745-9031-413.32-70	3RD PARTY ADMIN LEGAL SRV	67.50
				\$67.50
CASTREJON, JOSE M.	18129-1420	681-0000-228.70-00	WATER CREDIT REFUND	58.24
				\$58.24
CENTRAL BASIN MWD	HP-FEB19	681-8030-461.41-00	POTABLE WATER	72,199.27
				\$72,199.27
CENTRAL FORD	332697	219-8085-431.43-21	SHUTTLE RADIATOR PURCHASE	657.49
	332662	741-8060-431.43-20	FLEET RADIATOR PURCHASE	328.48
	332750	741-8060-431.43-20	FLEET RADIATOR BRACKET	89.50
	332833	741-8060-431.43-20	AUTO PART WINDOW SWITCH	22.04
	332998	741-8060-431.43-20	AUTO PART GASKET ASSEMBLY	206.07
	333003	741-8060-431.43-20	AUTO WIPER MOTOR PURCHASE	177.45
	333063	741-8060-431.43-20	AUTO FUEL PUMP ASSEMBLY	720.27
	333277	741-8060-431.43-20	AUTO TIRE AIR MONITOR	317.69
				\$2,518.99
CHARTER COMMUNICATIONS	0511379030319	111-7010-421.53-10	PD INTERNET 3/13-4/12/19	144.98
	0467069022719	111-7040-421.56-41	PD INTERNET 3/7-4/6/19	1,250.00
	0019175022219	111-9010-419.53-10	CITY HALL CABLE SRVC 3/2019	23.77
	0511353030919	111-9010-419.53-10	CITY HALL INTERNET 3/19-4/18/19	174.97
				\$1,593.72

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CHRISTINA L. DIXON	452896	681-8030-461.59-15	WATER ASSOC QTRLY MEETING	25.00
	1035608	741-8060-431.62-30	FUEL REIMBURSEMENT	10.00
				\$35.00
CHRISTMAS LIGHT DECORATORS	022006	232-6010-419.56-41	HOLIDAY TREE TRUNK DECOR	9,298.87
				\$9,298.87
CHU, WILLIAM C	11501-5274	681-0000-228.70-00	WATER CREDIT REFUND	13.20
				\$13.20
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 03/10/2019	802-0000-217.30-30	MEDICAL REIMBURSEMNT 125	615.01
				\$615.01
CITY OF HUNTINGTON PARK GEA	PPE 03/10/2019	802-0000-217.60-10	GEA DUES & PRE PAID LEGAL	124.80
				\$124.80
CLINICAL LAB OF SAN BERNARDINO, INC	967513	681-8030-461.56-41	WATER TESTING 2/2019	370.50
				\$370.50
COLONIAL SUPPLEMENTAL INSURANCE	PPE 03/10/2019	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,049.12
				\$1,049.12
COMMERCIAL TIRE COMPANY	1-GS147306	741-8060-431.43-20	FLEET TIRE PURCHASE	660.28
	1-GS149274	741-8060-431.43-20	FLEET TIRE PURCHASE	539.13
	1-GS149312	741-8060-431.43-20	FLEET TIRE PURCHASE	396.17
	1-GS149402	741-8060-431.43-20	FLEET TIRE PURCHASE	314.30
	1-GS151405	741-8060-431.43-20	FLEET TIRE PURCHASE	607.19
				\$2,517.07
COPY SET	3515	681-8030-461.54-00	CONTEST POSTER PRINTS	137.81
	3516	681-8030-461.54-00	MULTI-FAMILY REBATE FLYER	110.25
				\$248.06
COUNTY OF L.A. PUBLIC LIBRARY	10/1-12/31/2018	239-0272-463.57-86	HOMEWORK PROGRAM	3,345.00
	7/1-9/30/2018	239-0272-463.57-86	HOMEWORK PROGRAM	2,955.00
				\$6,300.00
CREATIVE BUS SALES, INC.	5166303	219-8085-431.43-21	SHUTTLE DOOR MODULE	281.22
				\$281.22
CUTLER, JARED	23525-21732	681-0000-228.70-00	WATER CREDIT REFUND	1,000.00
				\$1,000.00
DAILY JOURNAL CORPORATION	B3219448	111-5010-419.54-00	PLANNING PUBLICATION	214.20
				\$214.20
DANIEL HERNANDEZ	03/06/2019	111-8080-431.59-15	PARKING REIMBURSEMENT	12.00
	13/2029/0	111-8080-431.59-15	PARKING REIMBURSEMENT	12.00
	3/07/2019	111-8080-431.59-15	MEAL REIMBURSEMENT	19.00
	3/6/2019	111-8080-431.59-15	MEAL REIMBURSEMENT	19.00
				\$62.00
DAPEER, ROSENBLIT & LITVAK	14926	111-0220-411.32-70	CODE ENFORCEMNT LEGAL 8/2018	268.70
	14927	111-0220-411.32-70	CODE ENFORCEMNT LEGAL 8/2018	585.91
	15260	111-0220-411.32-70	CODE ENF LEGAL 11/6-11/30	337.50
	15261	111-0220-411.32-70	CODE ENF LEGAL 11/6-11/30	337.50
	15262	111-0220-411.32-70	CODE ENF LEGAL 11/1-11/30	861.13
	15380	111-0220-411.32-70	CODE ENF LEGAL 12/6-12/31	1,716.28
				\$4,107.02

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DATA TICKET INC.	97153	111-5055-419.56-41	CITATION PROCESS 10/2018	30.00
	97157	111-5055-419.56-41	CITATION PROCESS 11/2018	30.00
	97248	111-5055-419.56-41	CITATION PROCESS 1/2019	30.00
	97153	239-5055-419.56-41	CITATION PROCESS 10/2018	20.00
	97157	239-5055-419.56-41	CITATION PROCESS 11/2018	20.00
	97248	239-5055-419.56-41	CITATION PROCESS 1/2019	20.00
				\$150.00
DATAPROSE, INC.	DP1900493	681-3022-415.53-20	WATER BILLS POSTAGE 2/2019	1,596.35
	DP1900493	681-3022-415.56-41	WATER BILLS 2/2019	1,113.80
				\$2,710.15
DAY WIRELESS SYSTEMS	234862-00	111-7010-421.56-41	PD HIGH FREQUENCY ANTENNA	159.50
				\$159.50
DE LA MORA, ROBERT	000022467	681-0000-228.70-00	WATER DEPOSIT REFUND	300.00
				\$300.00
DE LAGE LANDEN	62531444	111-9010-419.44-10	CLERK CITY HALL COPIER LSE 3/2019	2,095.20
				\$2,095.20
DEPARTMENT OF JUSTICE	359192	111-7030-421.56-41	FINGERPRINT APPS 2/2019	654.00
				\$654.00
ECO PARTNER, LLC	10033	111-8020-431.61-20	PW BANNER REIMBURSEMENT	717.88
				\$717.88
EDWIN RUANO	7756	111-6010-451.73-10	COURTHOUSE REMODEL	2,688.00
	7757	239-6060-466.61-20	COURTHOUS REMODL MATERIAL	3,497.00
				\$6,185.00
EGGLI COURT REPORTERS	K031119	111-2030-413.32-30	TRANSCRIPTION SRV 3/11/19	1,113.00
				\$1,113.00
EMERGENCY RESPONSE CRIME SCENE	T2019-174	111-7030-421.56-41	HAZMAT CLEANING SRVC 2/7/19	750.00
				\$750.00
ENTERPRISE FM TRUST	FBN3670203	111-7010-421.56-41	PD CAR LEASE 3/2019	92.04
	FBN3670203	226-9010-419.74-20	PD CAR LEASE 3/2019	1,765.39
				\$1,857.43
ESTEFANIA ZAMORA	3/6/2019	111-1010-411.59-15	MILEAGE REIMBURSEMENT	23.66
	4/05389195	111-1010-411.59-15	PARKING REIMBURSEMENT	14.00
				\$37.66
ESTELA RAMIREZ	71213/71478	111-6060-466.33-20	CONTRACT INSTRUCTOR	249.60
				\$249.60
F&A FEDERAL CREDIT UNION	PPE 03/10/2019	802-0000-217.60-40	EMPLOYEE CU DEDUCTION	10,285.50
	PPE 3/24/2019	802-0000-217.60-40	EMPLOYEE CU DEDUCTION	8,295.50
				\$18,581.00
FERGUSON ENTERPRISES INC	7224881	535-8090-452.61-20	SUMP PUMP REPLACE	430.99
				\$430.99
FIRST CHOICE SERVICES	635939	111-9010-419.61-20	CITY WIDE COFFEE SUPPLY	297.95
				\$297.95
GOVERNMENT FINANCE OFFICERS ASSN.	2919980	111-3010-415.59-15	GFOA CONFERENCE 5/2019	465.00
	2920000	111-3010-415.59-15	SEMINAR REGISTRATN 5/2019	160.00
	2920002	111-3010-415.59-15	SEMINAR REGISTRATN 5/2019	160.00
	2920005	111-3010-415.59-15	SEMINAR REGISTRATN 5/2019	160.00
				\$945.00

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GRAINGER	9086426104	221-8010-431.61-21	ASPHALT COMPACTING HANDLE	80.18	
	9114202840	535-8016-431.61-45	BARRICADE CAUTION TAPE	469.52	
	9107055577	741-8060-431.43-20	PW VEHICLE WARNING LIGHTS	87.12	
	9108450751	741-8060-431.43-20	VEHICLE CLEANING SUPPLIES	47.67	
				\$684.49	
HASA, INC.	631455	681-8030-461.41-00	HYPO SODIUM CHLORIDE	142.40	
	631456	681-8030-461.41-00	HYPO SODIUM CHLORIDE	195.67	
	631457	681-8030-461.41-00	HYPO SODIUM CHLORIDE	159.16	
	631980	681-8030-461.41-00	HYPO SODIUM CHLORIDE	226.17	
	631981	681-8030-461.41-00	HYPO SODIUM CHLORIDE	75.39	
	631982	681-8030-461.41-00	HYPO SODIUM CHLORIDE	227.72	
				\$1,026.51	
HDL SOFTWARE, LLC	0011914-IN	111-9010-419.43-15	BUSINESS LIC SOFTWARE	33,630.00	
	0012125-IN	111-9010-419.43-15	BUSINESS LIC SOFTWARE	16,815.00	
				\$50,445.00	
HENRY ANDRADE	3/13/2019	111-7010-421.59-15	MILEAGE REIMBURSEMENT	74.24	
	3/13/2019	111-7010-421.59-15	PER DIEM REIMBURSEMENT	188.50	
				\$262.74	
HERNANDEZ, ANA MARIA	8171-23842	681-0000-228.70-00	WATER CREDIT REFUND	398.12	
				\$398.12	
HOME DEPOT - PUBLIC WORKS	5260621	111-8022-419.43-10	GOVT BUILDING MAINT SUPPLIES 2/2019	31.33	
	8260461	111-8022-419.43-10	GOVT BUILDING MAINT SUPPLIES 2/2019	88.42	
	9260437	111-8022-419.43-10	GOVT BUILDING MAINT SUPPLIES 2/2019	213.71	
	6260599	111-8023-451.43-10	P&R AFTER SCHOOL PROG COURTHSE	86.67	
	7260477	111-8023-451.43-10	P&R AFTER SCHOOL PROG COURTHSE	111.50	
	7260586	111-8023-451.43-10	P&R AFTER SCHOOL PROG COURTHSE	108.50	
	7260585	221-8010-431.61-21	SUPPLIES CBDG MAINTENANCE	98.74	
	2260532	221-8012-429.61-20	SIGN INSTALLATION SUPPLIES	81.19	
	7260481	535-8090-452.61-20	CITY HALL PLANTER MATERIALS	100.00	
	7260482	535-8090-452.61-20	CITY HALL PLANTER MATERIALS	100.00	
	7260483	535-8090-452.61-20	CITY HALL PLANTER MATERIALS	316.71	
					\$1,336.77
	HOME DEPOT U.S.A. INC.	3Q18, 4Q18	111-9010-465.56-32	SALES TAX ALLOCATION	156,174.20
				\$156,174.20	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 03/10/2019	802-0000-217.60-10	POLICE MGMNT ASSO DUES	150.00	
				\$150.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 03/10/2019	802-0000-217.60-10	POLICE OFCR ASSOC DUES	6,772.50	
				\$6,772.50	
HUNTINGTON PARK RUBBER STAMP CO.	RGC016725	111-7030-421.61-20	PD OFFICE SUPPLY-STAMP	29.71	
				\$29.71	
INFRAMARK LLC	38770	283-8040-432.56-41	SEWER MAINTENANCE 3/19	12,362.14	
	38952	681-8030-461.43-30	EMERGENCY WELL MOTOR	13,401.80	
	38770	681-8030-461.56-41	SEWER MAINTENANCE 3/19	97,010.78	
				\$122,774.72	

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INFRASTRUCTURE ENGINEERS	23886	111-8080-431.56-62	ENGINEERING SRVC 2/2019	18,401.72
	23856	152-6010-451.73-10	HP GREENWAY PROJ 2/2019	40,456.00
	23886	221-8010-431.56-41	ENGINEERING SRVC 2/2019	18,401.71
	23180	222-8010-431.73-10	CONSTRUCTION MGMT 5/2018	7,776.60
	23333	222-8010-431.73-10	CONSTRUCTION MGMT 7/2018	4,147.52
	23425	222-8010-431.73-10	CONSTRUCTION MGMT 8/2018	3,629.08
	23513	222-8010-431.73-10	CONSTRUCTION MGMT 9/2018	5,184.40
	23515	222-8010-431.73-10	LABOR COMPLIANCE 9/2018	5,061.24
	23599	222-8010-431.73-10	LABOR COMPLIANCE 10/2018	1,488.60
	23652	222-8010-431.73-10	CONSTRUCTION MGMT 11/2018	2,073.76
	23684	222-8010-431.73-10	LABOR COMPLIANCE 11/2018	2,232.90
	23704	222-8010-431.73-10	CONSTRUCTION MGMT 12/2018	518.44
	23777	222-8010-431.73-10	LABOR COMPLIANCE 1/2019	2,232.90
	23894	222-8010-431.73-10	LABOR COMPLIANCE 2/2019	1,488.60
	23857	222-8010-431.76-02	ENGINEERING IPARK 2/2019	10,226.80
	23886	222-8080-431.56-41	ENGINEERING SRVC 2/2019	4,174.38
23886	334-8080-431.56-41	ENGINEERING SRVC 2/2019	1,967.19	
				\$129,461.84
J316 BUILDER	2019 FEBRUARY	111-8020-431.56-41	JANITORIAL SRVC 2/2019	1,440.58
	2019 FEBRUARY	111-8022-419.56-41	JANITORIAL SRVC 2/2019	4,305.23
	2019 FEBRUARY	111-8023-451.56-41	JANITORIAL SRVC 2/2019	11,472.56
	2019 FEBRUARY	111-8024-421.56-41	JANITORIAL SRVC 2/2019	3,700.84
				\$20,919.21
JACK BAYRAMYAN DENTAL GROUP	33834/33827	111-0000-399.90-40	PW PERMIT REFUND	616.26
				\$616.26
JDS TANK TESTING & REPAIR INC	12932	741-8060-431.43-20	PW INSULATED HOSE PURCHAS	953.92
				\$953.92
JIMENEZ, OSWALDO C.	17697-24302	681-0000-228.70-00	WATER CREDIT REFUND	206.95
				\$206.95
JOEL GORDILLO	3/2019	111-1010-411.56-41	VIDEOGRAPHER 3/2019	1,650.00
				\$1,650.00
JOHNNY CARRILLO	03/11/2019	111-7010-421.59-15	MILEAGE REIMBURSEMENT	59.86
	3/5-3/7/2019	111-7010-421.59-15	MEAL REIMBURSEMENTS	48.13
				\$107.99
JONES LUMBER COMPANY, INC	158280	221-8010-431.61-21	CONCRETE FORMING MATERIAL	539.35
				\$539.35
JOSEPH R. SETTLES	3/07-3/09/2019	111-7010-421.59-15	PER DIEM REIMBURSEMENT	140.00
				\$140.00
KEYSTONE UNIFORMS	700023930	111-7010-421.61-20	PD UNIFORM PURCHASE	29.73
	700024372	111-7010-421.61-20	PD UNIFORM PURCHASE	335.08
	700024596	111-7010-421.61-20	PD UNIFORM PURCHASE	35.24
	700024760	111-7010-421.61-20	PD UNIFORM PURCHASE	255.71
	700024773	111-7010-421.61-20	PD UNIFORM PURCHASE	149.93

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KEYSTONE UNIFORMS	700024774	111-7010-421.61-20	PD UNIFORM PURCHASE	384.68
	700024829	111-7010-421.61-20	PD UNIFORM PURCHASE	884.03
	700024830	111-7010-421.61-20	PD UNIFORM PURCHASE	140.00
	700024831	111-7010-421.61-20	PD UNIFORM PURCHASE	611.83
	700025066	111-7010-421.61-20	PD UNIFORM PURCHASE	184.10
	700025105	111-7010-421.61-20	PD UNIFORM PURCHASE	267.87
	700025130	111-7010-421.61-20	PD UNIFORM PURCHASE	79.37
	700025315	111-7010-421.61-20	PD UNIFORM PURCHASE	22.04
	700025362	111-7010-421.61-20	PD UNIFORM PURCHASE	50.70
	700026619	111-7010-421.61-20	PD UNIFORM PURCHASE	8.81
	700026855	111-7010-421.61-20	PD UNIFORM PURCHASE	214.97
				\$3,654.09
LA COUNTY SHERIFF'S DEPT	192957BL	121-7040-421.56-41	PD INMATE MEAL SRV 2/2019	1,016.75
				\$1,016.75
LAKESHORE LEARNING MATERIALS	1196430319	111-6020-451.61-35	P&R PRESCHOOL FURNITURE	2,005.62
				\$2,005.62
LAN WAN ENTERPRISE, INC	63052	111-9010-419.43-15	CM FILE SHARING SOFTWARE	350.00
	63097	111-9010-419.43-15	DIRECTOR SOFTWARE SHARING	3,840.00
	63129	111-9010-419.43-15	IT SERVICES 3/2019	23,500.00
				\$27,690.00
LAWSON PRODUCTS, INC.	9306522547	741-8060-431.43-20	FLEET SHOP HARDWARE SUPPL	208.91
	9306544011	741-8060-431.43-20	FLEET SHOP HARDWARE SUPPL	51.54
				\$260.45
LB JOHNSON HARDWARE CO #1	400314	741-8060-431.43-20	PW RUBBER WHEELS PURCHASE	140.14
				\$140.14
LEGAL SHIELD	MAR2019	802-0000-217.60-50	ID THEFT PREMIUM 3/2019	80.70
				\$80.70
LGP EQUIPMENT RENTALS INC	108758	221-8010-431.61-21	READYMIX CONCRETE PURCHAS	707.64
	108780	221-8010-431.61-21	READYMIX CONCRETE PURCHAS	823.99
				\$1,531.63
LOPEZ, NORMA AMALIA	18255-5866	681-0000-228.70-00	WATER CREDIT REFUND	188.17
				\$188.17
LOS ANGELES TIMES	2/26-5/17/2019	121-7040-421.56-14	PD NEWSPAPER SUBSCRIPTION	59.06
				\$59.06
LYNBERG & WATKINS APC	50696	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	120.68
	50698	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	702.00
	50707	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	12,849.15
				\$13,671.83
MARIA PRECIADO	565103	287-8057-432.61-20	OIL/FILTER EXCHANGE	203.09
	947827	287-8057-432.61-20	OIL/FILTER EXCHANGE	103.45
				\$306.54
MAYWOOD MUTUAL WATER COMPANY, NO. 1	12/18-2/21/19	681-8030-461.62-20	WATER-SPRINKLERS CARMELITA	414.40
	12/18-2/21/19	681-8030-461.62-20	WATER-FREEDOM PARK FACILITY	145.60
	12/18-2/21/19	681-8030-461.62-20	WATER-SPLASH PAD	136.00
				\$696.00
MERRIMAC ENERGY GROUP	2190807	741-8060-431.62-30	FUEL PURCHASE	24,558.70
				\$24,558.70

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MID CITIES GRANTS LLC	019	242-0260-463.56-41	HOME ADMIN SRVCS 2/2019	4,620.00
	019	246-0298-463.56-41	LEAD ADMIN SRVCS 2/2019	6,187.50
				\$10,807.50
MUNISERVICES, LLC	INV06-005382	111-3013-415.56-41	UTILTY USR TX JAN-MAR2019	6,303.94
				\$6,303.94
NATION WIDE RETIREMENT SOLUTIONS	PPE 03/10/2019	802-0000-217.40-10	DEFERRED COMP DEDUCTION	14,165.83
	PPE 3/24/2019	802-0000-217.40-10	DEFERRED COMP DEDUCTION	14,065.83
				\$28,231.66
NATIONWIDE ENVIRONMENTAL SERVICES	29875	220-8070-431.56-41	BUS STOP CLEANING 2/2019	16,709.13
				\$16,709.13
NCM AUTOMOTIVE SOLUTIONS LLC	FEB2019	741-8060-431.43-20	PD VEHICLE CAR WASH	309.00
				\$309.00
NINA'S CAFE	22109-21656	681-0000-228.70-00	WATER DEPOSIT REFUND	881.29
				\$881.29
NOBEL SYSTEMS, INC	14519	283-8040-432.53-10	GIS SEWER DATA CONVERSION	7,500.00
				\$7,500.00
NORTH STAR LAND SCAPE LLC	1596-03	231-8010-415.56-41	TREE MAINTENANCE 2/2019	3,700.00
	1596-03	535-8090-452.56-60	TREE MAINTENANCE 2/2019	25,265.00
				\$28,965.00
O'REILLY AUTO PARTS	2959-484312	219-8085-431.43-21	VARIOUS SHUTTLE PARTS	182.94
	2959-485146	219-8085-431.43-21	SHUTTLE AIR FILTER	19.99
	2959-486759	219-8085-431.43-21	SHUTTLE HEADLIGHT BULBS	41.77
	2959-484125	741-8060-431.43-20	AUTO BATTERY PURCHASE	159.98
	2959-484357	741-8060-431.43-20	AUTO TRANSMISSION FILTER	27.55
	2959-484459	741-8060-431.43-20	AUTO PARTS-STARTER	174.22
	2959-484508	741-8060-431.43-20	AUTO SHOP SUPPLY-FREON	242.53
	2959-484526	741-8060-431.43-20	AUTO TIRE INFLATOR GAUGE	17.63
	2959-484533	741-8060-431.43-20	AUTO THERMOST & GASKET	32.55
	2959-484696	741-8060-431.43-20	AUTO AIR FILTER	49.77
	2959-484800	741-8060-431.43-20	AUTO CALIPERS PD UNIT	218.05
	2959-486607	741-8060-431.43-20	AUTO SPARK PLUGS	79.27
	2959-487108	741-8060-431.43-20	AUTO CABIN FILTER	22.66
	2959-487350	741-8060-431.43-20	AUTO WIPER BLADES	62.43
	2959-487356	741-8060-431.43-20	AUTO SEAT COVER	38.58
	2959-487712	741-8060-431.43-20	PW NITRILE GLOVE PURCHASE	127.80
2959-489371	741-8060-431.43-20	AUTO DOOR LOCK SWITCH	55.24	
				\$1,552.96
OK PRINTING DESIGN & DIGITAL PRINT	1251	111-7030-421.61-20	PD BUSINESS CARDS	102.85
	1250	111-7065-441.61-20	PD BUSINESS CARDS	51.43
				\$154.28
OLIVAREZ MADRUGA, LLP	6506	111-0220-411.32-70	LEGAL SERVICES 2/2019	3,410.50
				\$3,410.50
OSUNA SINALOA AUTO GLASS CORP	1000752	741-8060-431.43-20	WINDSHIELD MOULDING REPAIR	93.08
				\$93.08

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PARS	42353	111-9010-419.56-41	PARS REP FEES 1/2019	2,318.54
	42434	111-9010-419.56-41	PARS ARS FEES 1/2019	382.23
				\$2,700.77
PENSKE CHEVROLET	234141	741-8060-431.43-20	AUTO PART-SWITCH	68.44
				\$68.44
PETER KEATH	12581	111-0000-321.10-00	BUSINESS LICENSE REFUND	133.45
	12581	111-0000-321.10-30	BUSINESS LICENSE REFUND	4.00
				\$137.45
PITNEY BOWES	3102960109	111-7040-421.56-41	PD MAILING LEASE 12/30/18-3/29/19	541.92
	1011648173	111-9010-419.44-10	POSTAGE MACHINE SUPPLY	62.31
				\$604.23
PRUDENTIAL OVERALL SUPPLY	52227827	111-7010-421.56-41	PD MAT CLEANING SRVCS	21.28
				\$21.28
PSYCHOLOGICAL CONSULTING ASSOC, INC	523594	111-7022-421.56-41	EMPLOYMENT EVALUATIONS	400.00
				\$400.00
PURCHASE POWER	FEB2019	111-7040-421.56-41	PD POSTAGE FEE 3/10/19	58.56
				\$58.56
PYLYPCHUK, JONATHAN	22365-11384	681-0000-228.70-00	WATER CREDIT REFUND	139.83
				\$139.83
READYREFRESH	09C0034574871	111-7010-421.61-20	PD WATER 2/15-3/12/2019	327.60
				\$327.60
RIO HONDO COLLEGE	S19-116-ZHPK	111-7010-421.59-15	ARREST & CONTROL COURSE	27.60
	S19-106-ZHPK	111-7010-421.59-20	PD POST UPDATE COURSE	30.00
	F18-33A-ZHPK	229-7010-421.59-15	RECRUIT ENROLLMENT FEE	1,939.75
				\$1,997.35
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0013083	111-7010-421.59-15	PD FORCE EVENT REGISTRATN	368.00
				\$368.00
ROADLINE PRODUCTS INC	14821	221-8012-429.61-20	TRAFFIC PAINT PUMP REPLAC	1,991.86
				\$1,991.86
S & S WORLDWIDE, INC.	IN100039630	111-6065-451.57-46	SENIOR PROGRAM SUPPLIES	202.82
	IN100043833	111-6065-451.57-46	SENIOR PROGRAM SUPPLIES	1,313.87
	IN100052494	111-6065-451.57-46	SENIOR PROGRAM SUPPLIES	47.40
				\$1,564.09
SAIRA BARAJAS	71083/71994	111-0000-347.40-00	P&R CLASS REFUND	25.00
				\$25.00
SHELL FLEET PLUS	79043758903	741-8060-431.62-30	PD FUEL PURCHASE 2/4-3/5/19	585.61
				\$585.61
SOUTHERN CALIFORNIA EDISON	2/15-3/19/2019	111-8020-431.62-10	PW FACILITIES ELECTRICAL	1,197.33
	2/05-3/07/2019	111-8024-421.62-10	PD FACILITIES ELECTRICAL	4,589.04
				\$5,786.37
SOUTHERN CALIFORNIA NEWS GROUP	0011210459	111-8080-431.54-00	PW BID PUBLICATION	172.67
				\$172.67

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ST FRANCIS, LLC.	1661055	221-8014-429.56-41	TRFFIC SIGNL MAINT 1/2019	5,683.00
	1661059	221-8014-429.56-41	TRFFIC SIGNAL MAINT 2/19	5,683.00
	1661057	221-8014-429.74-10	EMERGENCY TRFIC SIGNL SRV	24,459.21
				\$35,825.21
STAPLES ADVANTAGE	8053495176	111-0110-411.53-10	COUNCIL OFFICE SUPPLIES 2/2019	42.34
	8053495176	111-0210-413.61-20	CM ADMIN OFFICE SUPPLIES	-25.17
	8053495176	111-6010-451.61-20	P&R ADMIN SUPPLIES	1,143.50
	8053495176	111-6020-451.61-35	P&R CULTURAL ARTS SUPPLIES	1,917.29
	8053495176	111-6065-466.61-20	P&R SENIOR PROG SUPPLIES	139.90
	8053495176	111-7010-421.61-20	PD ADMIN SUPPLIES	99.84
	8053495176	111-7030-421.61-20	PD INVESTIGATIONS SUPPLIES	-296.57
	8053495176	111-7040-421.61-32	PD COMMAND CNTR SUPPLIES	108.08
	8053495176	111-7040-421.61-33	PD RECORDS SUPPLIES	96.82
	8053495176	111-8020-431.61-20	PW OFFICE SUPPLIES	186.30
	8053495176	121-7040-421.56-14	PD JAIL SUPPLIES	722.64
	8053495176	246-0298-463.61-20	COMM DEV LEAD OFFICE SUPPLIES	463.77
STAR2STAR COMMUNICATIONS LLC	SUBC00002143	111-9010-419.53-10	VOIP SERVICE 3/3-4/2/19	11,000.00
				\$11,000.00
SUPERION, LLC	229362	111-9010-419.43-15	FINANCIAL SYSTEMS 4/2019	11,298.22
				\$11,298.22
SUSAN CRUM	53	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	11.89
				\$11.89
THE CASTANON LAW GROUP	1/9-3/6/2019	111-2030-413.32-30	LEGAL SERVICES	13,682.50
	2/6-3/19/19	111-2030-413.32-30	LEGAL SERVICES	8,702.50
				\$22,385.00
THE GAS COMPANY	2/08-3/12/2019	111-8020-431.62-10	VARIOUS LOCATIONS	623.47
	2/08-3/12/2019	111-8023-451.62-10	VARIOUS LOCATIONS	834.44
	2/06-2/13/2019	111-8024-421.62-10	PD ANNEX GAS SERVICE	376.62
	2/08-3/12/2019	111-8024-421.62-10	VARIOUS LOCATIONS	1,745.39
				\$3,579.92
TIME CLOCK SALES & SERVICE CO, INC	LM82601.1	111-7040-421.61-31	PD TIME CLOCK MAINTENANCE	138.00
				\$138.00
U.S. BANK	PPE 03/10/2019	802-0000-217.30-20	EMPLOYEE PARS DEDUCTION	2,028.69
	PPE 03/10/2019	802-0000-217.30-20	PARS DEDUCTION	1,684.65
	PPE 3/24/2019	802-0000-217.30-20	EMPLOYEE PARS	1,703.46
	PPE 3/24/2019	802-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,972.83
	PPE 03/10/2019	802-0000-218.10-05	PARS EMPLOYER CONTRIBUTIN	14,016.37
	PPE 3/24/2019	802-0000-218.10-05	EMPLOYER PARS CONTRIBUTIN	14,172.85
				\$35,578.85
U.S. HEALTH WORKS	3475278-CA	111-2030-413.56-41	MEDICAL SERVICES	294.50
	3477539-CA	111-2030-413.56-41	MEDICAL SERVICES	94.00
	3479647-CA	111-2030-413.56-41	MEDICAL SERVICES	553.50
	3481223-CA	111-2030-413.56-41	MEDICAL SERVICES	610.50
	3483423-CA	111-2030-413.56-41	EMPLOYMENT PHYSICALS	348.00
				\$1,900.50

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	
UNDERGROUND SERVICE ALERT OF SO CAL	18DSBFEE698	221-8014-429.56-41	STATE FEE REGULATORY COST	143.16	
	220190124	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	254.20	
				\$397.36	
V & V MANUFACTURING, INC.	47898	111-7010-421.61-20	PD BADGES	1,003.90	
				\$1,003.90	
VALLEY ALARM	869316	111-8020-431.56-41	ALARM SERVICE 3/2019	665.34	
	869316	111-8022-419.56-41	ALARM SERVICE 3/2019	665.33	
	869316	111-8023-451.56-41	ALARM SERVICE 3/2019	665.33	
				\$1,996.00	
VALLEY BUSINESS PRINTERS, INC	52443	111-0210-413.56-41	CITY QTRLY NEWSLETTER	1,320.12	
				\$1,320.12	
VERIZON WIRELESS	9826320188	111-0110-411.53-10	COUNCIL WIRELESS 2/17-3/16/19	296.77	
	9826320188	111-0210-413.53-10	CM ADMIN WIRELESS 2/17-3/16/19	151.28	
	9826320188	111-2030-413.53-10	HR WIRELESS 2/17-3/16/19	137.08	
	9826320188	111-3010-415.53-10	FINANCE WIRELESS 2/17-3/16/19	55.44	
	9826320188	111-6020-451.56-41	P&R WIRELESS 2/17-3/16/19	451.13	
				\$1,091.70	
VULCAN MATERIALS COMPANY	72101951	221-8010-431.61-21	ASPHALT POTHOLE SUPPLIES	86.21	
	72123823	221-8010-431.61-21	ASPHALT POTHOLE SUPPLIES	535.94	
				\$622.15	
WALTERS WHOLESALE ELECTRIC COMPANY	S110755601.001	221-8014-429.74-10	TRAFFIC SIGNAL POLES	9,988.92	
				\$9,988.92	
WATER REPLENISHMENT DISTRICT OF	1/2019	681-8030-461.41-00	WATER ASSESSMENT 1/2019	67,854.24	
				\$67,854.24	
WELLS FARGO	2/28/2019	111-0110-411.61-20	FINANCE CHARGE	44.48	
	24692161V2	111-0110-411.61-20	COUNCIL PRESENTATION SUPPLIES	64.00	
	24431061KBLP	111-0110-411.66-05	COUNCIL MEETING EXPENSE	12.31	
	24431061KBLP5	111-0110-411.66-05	COUNCIL MEETING EXPENSE	97.90	
	24921514RV	111-0110-411.66-05	COUNCIL MEETING EXPENSE	87.69	
	24137461E8PZ	111-0210-413.56-41	CITY WINTER 2018 NEWSLETTER	2,747.58	
	24492151BS	111-0210-413.59-15	REGIONAL CONFERENC REGISTRATION	329.00	
	2/28/2019	111-0210-413.61-20	FINANCE CHARGE	44.47	
	24323001DBM	111-0210-413.61-20	DEPARTMENT HEAD MEETING EXPENS	30.00	
	24692161L2	111-0210-413.61-20	CM ADMIN EXPENSE	67.86	
	24492151AS	111-2030-413.59-15	HR WEBINAR 2-25-19	75.00	
					\$3,600.29
	WEST GOVERNMENT SERVICES	839732609	111-7030-421.56-41	INFO RETRIEVAL SRVC1/2019	648.96
839900079		111-7030-421.56-41	INFO RETRIEVAL SRV 2/2019	648.96	
839977328		111-7030-421.56-41	PD INFO RETRIEVAL SRVCS	58.43	
				\$1,356.35	
WESTERN EXTERMINATOR COMPANY	6817880	111-8022-419.56-41	EXTERMINATOR SRVC 2/2019	49.00	
	6817880	111-8023-451.56-41	EXTERMINATOR SRVC 2/2019	49.00	
	6817880	111-8024-421.56-41	EXTERMINATOR SRVC 2/2019	50.00	
	6817880	535-8090-452.56-60	EXTERMINATOR SRVC 2/2019	139.50	
				\$287.50	

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
YASMIN CRUZ	71244/71706	111-6060-466.33-20	CONTRACT INSTRUCTOR	364.80
	71244/71889	111-6060-466.33-20	CONTRACT INSTRUCTOR	547.20
	71719/71782	111-6060-466.33-20	CONTRACT INSTRUCTOR	60.80
				\$972.80
				\$1,449,512.34



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

April 2, 2019

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

Dear Mayor and Members of the City Council:

APPROVE SECOND AMENDMENT TO AGREEMENT WITH LAN WAN ENTERPRISE, INC. FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve second amendment to agreement with LAN WAN Enterprise, Inc. for information technology support services;
2. Appropriate \$59,625 in account number 111-9010-419.43-15; and
3. Authorize City Manager to execute the amendment.

BACKGROUND

The City entered into a Professional Services Agreement with LAN WAN Enterprise, Inc. on December 1, 2016 to provide information technology support services and network infrastructure maintenance for City Hall, Parks and Recreation, Police and Public Works facilities. The first amendment was entered into on November 7, 2017 to include additional scope of services for general network cabling improvement. The proposed second amendment increases the monthly hours from 216 hours to 347 hours, increases the existing hourly rate from \$108.70 to \$125.00 with an annual inflationary factor of 5% beginning the second year of the extended term of the contract, and extends the term of the agreement for an additional 5 years from the effective date of this amendment.

In addition to network-related maintenance and support, LAN WAN may provide additional project-based IT services that are separate from the scope of this agreement. Such project-based work will be performed following solicitation of bids from multiple vendors, as required in the City's procurement policies.

APPROVE SECOND AMENDMENT TO AGREEMENT WITH LAN WAN ENTERPRISE, INC. FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

April 2, 2019

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FISCAL IMPACT/FINANCING

It is recommended that the City Council approve a budget appropriation in the amount of \$59,625 for the remainder of FY 2018-19. The annual cost for the extended terms will be included in future years' budgets.

CONCLUSION

Upon approval, the City Manager will execute the amendment to the agreement with LAN WAN Enterprise, Inc. for information technology support services.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Second amendment to agreement with LAN WAN Enterprise, Inc.
- B. Master agreement with LAN WAN Enterprise, Inc.

ATTACHMENT "A"

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN LAN WAN ENTERPRISE, INC. AND
THE CITY OF HUNTINGTON PARK

This SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) BETWEEN LAN WAN ENTERPRISE, INC. (“Consultant”) AND THE CITY OF HUNTINGTON PARK (“City”) is entered into on the 2nd day of April, 2019.

I. RECITALS

- A. On December 1, 2016, the City and Consultant entered into a Professional Services Agreement (“Agreement”) (Attachment A) with the Consultant to provide a Statement of Work as set forth in Exhibit A to the Agreement, which provides, in part, for Consultant to perform general technology, networking and IT services for the City and its various facilities.

- B. The purpose of this Second Amendment is to increase the monthly hours from 216 hours to 347 hours, increase the hourly rate from \$108.70 per hour to \$125.00 per hour with an annual inflationary factor of 5% beginning the second year of the extended term of the contract, and extend the term of this agreement an additional five years from the effective date of this amendment.

- C. All terms and conditions of services contained in the Agreement not specifically amended by this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Huntington Park (City) has caused this Second Amendment to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk, and by Lan Wan Enterprises, Inc. (Consultant) by its authorized officer.

LAN WAN ENTERPRISES, INC.

CITY OF HUNTINGTON PARK

Zack Oweis, VP, COO

Ricardo Reyes, City Manager

ATTEST

APPROVED AS TO FORM

Donna G. Schwartz, City Clerk

Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENT "B"

PROFESSIONAL SERVICES AGREEMENT

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

NOW THEREFORE, the Parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

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

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

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

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

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

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

SECTION TWO: COMPENSATION

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

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

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

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

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

SECTION THREE: TERM AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

SECTION FOUR: COORDINATION OF WORK

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

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

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

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

SECTION FIVE: INDEMNIFICATION

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

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

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

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

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

SECTION SIX: RECORDS AND REPORTS.

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

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

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

SECTION SEVEN: CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

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

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

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

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

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

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION NINE: INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TEN: GENERAL WARRANTY DISCLAIMER

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

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

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

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

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

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

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

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

SECTION ELEVEN: MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

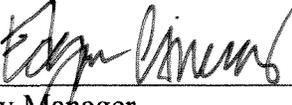
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:

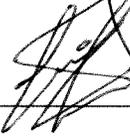
CONSULTANT:

CITY OF HUNTINGTON PARK

LAN WAN ENTERPRISE, INC.

By: 

City Manager
Edgar Cisneros

By: 

Rami Dababneh
LAN WAN Enterprise

Feb 13 2017

ATTEST:

By: 

City Clerk
City of Huntington Park

APPROVED AT TO FORM
ALVAREZ-GLASMAN & COLVIN

By: 

Noel Tapia
Assistant City Attorney
City of Huntington Park

EXHIBIT A – STATEMENT OF WORK

1. General Responsibilities and Expectations

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

2. Hours of Operation

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

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

3. City Locations

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

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

4. Service Level Monitoring and Reporting

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

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

5. Performance Management

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

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

6. Capacity Management

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

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

7. Backup and Recovery

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

8. IT Service Continuity and Disaster Recovery

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

9. Security

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

10. Change Management

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

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

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

11. Configuration Management

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

12. Acquisition and Management

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

13. Asset Management

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

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

14. Software License Management

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

List of Software Licenses

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

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

14. Integration

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

15. Implementation and Migration

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

16. Incident Management

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

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

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

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

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

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

17. Service Level Requirements

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

Service Level Requirements

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

18. Problem Management Services

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

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

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

The major activities of problem management are:

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

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

19 Operations and Administration

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

20. Maintenance

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

21. Technology Refreshment and Replenishment

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

EXHIBIT B – LANWAN ENTERPRISES KEY PERSONNEL

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

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

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

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

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

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

EXHIBIT C – FEE SCHEDULE

CONTRACT PRICE

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

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

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

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

EXTRA WORK

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

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

4818-0522-2211, v. 1



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

April 2, 2019

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 LEASE AGREEMENT WITH DE LAGE LANDEN FINANCIAL SERVICES DOING BUSINESS WITH IBE DIGITAL FOR LEASING OF COPYING EQUIPMENT FOR HUNTINGTON PARK CITY HALL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Lease Agreement with De Lage Landen Financial Services doing business with IBE Digital for two (2) Konica Minolta copiers and related maintenance services for a period of five (5) years commencing July, 2019; and
2. Authorize City Manager to negotiate final terms and execute the lease.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current copiers are showing years of use and the quality of copies aren't as legible. These machines are used on a daily basis and are used by various departments adding to the wear and tear at a more expedite rate then if used by one department.

The lease agreement with De Lage Landen Financial Services, Inc. is set to expire on June 25, 2019, we wish to replace the two (2) machines in the copier room next to the City Clerk's office in City Hall with newer copiers.

CONSIDERATION AND APPROVAL TO RENEW LEASE AGREEMENT WITH DE LAGE LANDEN FINANCIAL SERVICES DOING BUSINESS WITH IBE DIGITAL FOR LEASING OF COPYING EQUIPMENT FOR HUNTINGTON PARK CITY HALL

April 2, 2019
Page 2 of 2

FISCAL IMPACT

The cost of the new machines are summarized below.

Base monthly rental (billed quarterly) - \$1,615.35 (each payment is subject to applicable taxes)

<u>Minimum monthly copies on Black/White Copier:</u>	<u>Cost-per-copy additional charge:</u>
30,000 black/white	\$0.0065
<u>Minimum monthly copies on Color Copier:</u>	<u>Cost-per-copy additional charge:</u>
3,000 black/white	\$0.008
4,500 color	\$ 0.07

Funds for the Fiscal Year 2019-2020 in the amount of \$27,000 will be budgeted to account #1111-9010-419344-10.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Price Quote - IBE Digital
- B. De Lage Landen Financial Services, Inc. Rental Agreement (New)
- C. De Lage Landen Financial Services, Inc. Rental Agreement (Current)

ATTACHMENT "A"

Price Quote Presented By:



City of Huntington Park

Replacing Konica Minolta Bizhub 1052 and C454e

Proposed Environment

Konica Minolta C458e and Pro 1100



Machine Lease:

Konica Minolta C458

Additional Paper Drawers PC-215

Finisher FS-536

Konica Minolta Pro 1100

Paper Feed Unit PF-709 Finisher

(Stapling) FS-532

Hole Punch Kit PK-522

60 Month Lease

\$1,897.60/Month

New Service Contract

- Monthly allotment of 30,000 BW copies for Pro 1100, 3,000 BW copies and 4,500 Color copies for C458e.

Savings Calculation

CURRENT MONTHLY EXPENSES

Description	Amount
Equipment and Service Cost	\$1900.41
Average Overage Cost (Billed Quarterly)	\$85.05
TOTAL	\$1985.46

NEW MONTHLY EXPENSES

Description	Amount
Equipment and Service Cost	\$1,897.60
Average Overage Cost (Billed Quarterly)	\$0
TOTAL	\$1,897.60

*Trailing 12 Month Average: Bizhub Press 1050 = 26,720 Copies
C454e= 2,709 BW Copies 4,215 Color Copies

UPGRADE YOUR MACHINES FOR LESS A MONTH

Summary of Proposal and Cost Savings

- **Replace your old copiers with new machines that are more reliable and efficient while paying less monthly.**
- **Save time with increased scanning and printing speed.**
- **Lower your cost per copy rate**

A service contract with IBE Digital includes all parts, labor, service calls and supplies. Excludes paper, staples and taxes.

Delivery and Installation: \$1096.00

All figures do not include sales tax.

ATTACHMENT "B"

USER	Full Legal Name				Phone Number	
	Billing Address		City	State	Zip	Attention to:
	Send Email Invoice To:				Purchase Order Requisition Number	

EQUIPMENT DESCRIPTION	Equipment Make	Model Number	Serial Number	Base Monthly Rental*	Minimum Monthly Copies	Cost-Per-Copy Additional Copies	Beginning Meter Reading
	CONSOLIDATED TOTAL						

* Each payment is subject to applicable taxes.

PAYMENT	Term in Months	Meter Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed
		Billed Copies: <input type="checkbox"/> Individual <input type="checkbox"/> Consolidated	+	+	=	

TERMS AND CONDITIONS

1. Rental Agreement: You (the "User") agree to rent from us (the "Owner") the equipment listed in the "Equipment Description" section of this Rental (CPC) Agreement ("Agreement") and/or any attached Schedule ("Equipment"). You promise to pay us a Base Monthly Rental Payment ("Rental Payment"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Minimum Monthly Copies stated above. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth above. This Agreement is effective on the date that it is accepted and signed by us, and the term of this Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Rental Payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date, as reasonably calculated by us based on the Rental Payment, the number of days in that period and a month of 30 days. You agree to provide accurate and timely meter readings on the forms or other alternate means specified by us. If meter readings are not received in a timely manner, we may estimate charges. Your Agreement obligations are absolute, unconditional and are not subject to cancellation, reduction, set-off, or counterclaim. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement. We may increase the Rental Payment and Additional Copy Charge on an annual basis, in an amount not to exceed fifteen percent (15%) of the Rental Payment or Additional Copy Charge in effect at the end of the prior annual period. Security deposits. If you are not in default, we will return the deposit to you when the Agreement is terminated. When a payment is not made when due, you agree to pay us a late charge of five percent (5%) of each late payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT.**

2. Equipment Use, Maintenance and Warranties: We are renting the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Equipment is attached to real estate, it remains our personal property and you agree not to permit a lien to be placed upon the Equipment or to move it from the above location without our prior written consent. If the Rental Payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service. You will make all claims about maintenance and service to the third party. You agree that any claims about maintenance or service will not impact your obligation to pay all Rental Payments when due.

3. Assignment: You agree not to transfer, sell, subrent, assign, pledge or encumber either the Equipment or any rights under this Agreement without our prior written consent. You agree that we may sell, assign or transfer the Agreement, and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations, and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

4. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all your Agreement obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any

such claims. This indemnity will continue after the termination of this Agreement. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

5. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

6. End of Agreement: You will give us at least 90 but no more than 150 days written notice (to our address below) before the expiration of the initial term of this Agreement (or any renewal term) of your intention to return the Equipment. Provided you have given such timely notice, you shall return the Equipment, freight and insurance prepaid, to us in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional twelve (12) month terms, with each Rental Payment and Additional Copy Charge equal to 100% of the Rental Payments and Additional Copy Charges at the expiration of the Agreement.

7. Default and Remedies: You are in default on this Agreement if: a) you fail to pay a Rental Payment or any other amount when due; or b) you breach any other obligation under the Agreement or any other Agreement with us. If you are in default on the Agreement we may: (i) declare the entire balance of unpaid Rental Payments for the full Agreement's term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement plus the Equipment's end of Agreement term anticipated fair market value (the "Residual"), with future Rental Payments and the Residual discounted to the date of the default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all the monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Agreement. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. Miscellaneous: You agree the Agreement is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier and agree that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. **This Agreement was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury.** You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. You agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission or electronic signing of this Agreement by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Agreement term. We hold title to the Equipment. If this Agreement is determined to be a security agreement, you grant us a security interest in the Equipment. We may file UCC financing statements on the Equipment.

USER	You agree that this is a non-cancelable CPC Agreement. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	Print Name
Legal Name of Corporation		

OWNER	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
Commencement Date	Lease Number	
Accepted By: _____		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable. You agree that we may, at our discretion, confirm by telephone your acceptance of the Equipment.	
	Signature	Date
	Print Name	Title

GUARANTY	I unconditionally guaranty prompt payment of all the User obligations. The Owner is not required to proceed against the User or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. I consent to any extensions or modifications granted to the User and the release and/or compromise of any obligations of the User or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect the event of my death and may be enforced by or for the benefit of any assignee or successor of the Owner. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.	
	Signature	Print Name
		Date

ATTACHMENT "C"

25292150

De Lage Landen Financial Services, Inc.

Rental (CPC) Agreement

USER	Full Legal Name CITY OF HUNTINGTON PARK					Phone Number 323-582-6161	
	Billing Address 6550 MILES AVE City HUNTINGTON PARK State CA Zip 90255					Purchase Order Requisition Number	
Equipment Location (if not same as above) City CITY CLERK State CA Zip 90255 County						Send Invoice to Attention of:	
EQUIPMENT DESCRIPTION	Equipment Make	Model Number	Serial Number	Base Monthly Rental*	Minimum Monthly Costes	Cost-Per-Copy Additional Copies	Beginning Meter Reading
	KONICA MINOLTA	1052			50.000	.0036	
	KONICA MINOLTA	C551c			7.000 B/W	.0079	
CONSOLIDATED TOTAL				1,298	3,000 COLOR	.07	

* Each payment is subject to applicable taxes.

Term in Months 60	Meter Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other	Security Deposit (PLUS) First Period Payment (PLUS) Other (EQUALS) Total Payment Enclosed
	Initial Copies: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Consolidated	+ + =

TERMS AND CONDITIONS

1. Rental Agreement: You (the "User") agree to rent from us (the "Owner") the equipment listed in the "Equipment Description" section of this Rental (CPC) Agreement ("Agreement") and/or any attached Schedule ("Equipment"). You promise to pay us a Base Monthly Rental Payment ("Rental Payment"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Minimum Monthly Copies stated above. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth above. This Agreement is effective on the date that it is accepted and signed by us, and the term of this Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Rental Payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date, as reasonably calculated by us based on the Rental Payment, the number of days in that period and a month of 30 days. You agree to provide accurate and timely meter readings on the forms or other alternate means specified by us. If meter readings are not received in a timely manner, we may estimate charges. Your agreement obligations are absolute, unconditional and are not subject to cancellation, reduction, set-off, or counterclaim. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement. We may increase the Rental Payment and Additional Copy Charge on an annual basis, in an amount not to exceed fifteen percent (15%) of the Rental Payment or Additional Copy Charge in effect at the end of the prior annual period. Security deposits are non-interest bearing and may be applied to cure a Agreement default. If you are not in default, we will return the deposit to you when the Agreement is terminated. When a payment is not made when due, you agree to pay us a late charge of five percent (5%) of each late payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT.**

2. Equipment Use, Maintenance and Warranties: We are renting the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Equipment is attached to real estate, it remains our personal property and you agree not to permit a lien to be placed upon the Equipment or to move it from the above location without our prior written consent. If the Rental Payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service. You will make all claims about maintenance and service to the third party. You agree that any claims about maintenance or service will not impact your obligation to pay all Rental Payments when due.

3. Assignment: You agree not to transfer, sell, subrent, assign, pledge or encumber either the Equipment or any rights under this Agreement without our prior written consent. You agree that we may sell, assign or transfer the Agreement, and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations, and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

4. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all your Agreement obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries

5. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

6. End of Agreement: You will give us at least 60 but no more than 150 days written notice (to our address below) before the expiration of the initial term of this Agreement for any renewal term of your intention to return the Equipment. Provided you have given such timely notice, you shall return the Equipment, freight and insurance prepaid, to us in good, clean, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional twelve (12) month terms, with each Rental Payment and Additional Copy Charge equal to 100% of the Rental Payments and Additional Copy Charges at the expiration of the Agreement.

7. Default and Remedies: You are in default on this Agreement if: a) you fail to pay a Rental Payment or any other amount when due; or b) you breach any other obligation under the Agreement or any other Agreement with us. If you are in default on the Agreement we may: (i) declare the entire balance of unpaid Rental Payments for the full Agreement term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement plus the Equipment's end of Agreement term anticipated fair market value (the "Residual"), with future Rental Payments and the Residual discounted to the date of the default at annual rate equal to the lesser of (A) a per annum rate equivalent to that of U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by us, or (B) 5% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all the monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peacefully repossess it. Any return or repossession will not be considered a termination or cancellation of the Agreement. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. Miscellaneous: You agree the Agreement is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier and agree that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Agreement was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waives a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-206 through 2A-222 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of the Agreement with facsimile signatures may be treated as original and will be admissible as evidence of the Agreement in the event of litigation before any court. We may inspect the Equipment during the Agreement term. We hold title to the Equipment. If this Agreement is determined to be a security agreement, you grant us a security interest in the Equipment. We may file UCC financing statements on the Equipment.

USER	You agree that this is a non-cancelable CPC Agreement. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		Date 6/25/14	De Lage Landen Financial Services, Inc. Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 10082 PHONE: (800) 735-1273 • FAX: (800) 776-2329
	Signature <i>[Signature]</i>	Title City Manager		
Print Name René Bobadilla		Legal Name of Corporation City of Huntington Park	Completed by <i>[Signature]</i>	Lease Number
ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable. You agree that we may, at our discretion, confirm by telephone your acceptance of the Equipment.			
	Signature <i>[Signature]</i>	Date 6/25/14		
Print Name René Bobadilla		Title City Manager		
GUARANTY	I unconditionally guaranty prompt payment of all the User obligations. The Owner is not required to proceed against the User or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. I consent to any extensions or modifications granted to the User and the release and/or compromise of any obligations of the User or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect the event of my death and may be enforced by or for the benefit of any assignee or successor of the Owner. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.			
	Signature	Print Name	Date	

060E0C229B 0380



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

April 2, 2019

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 RESOLUTION CERTIFYING ELECTION RESULTS OF THE MARCH 5, 2019, CONSOLIDATED SPECIAL MUNICIPAL ELECTION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2019-07, Reciting the Fact of the Consolidated Special Municipal Election held on Tuesday, March 5, 2019, and Declaring the Results and Such Other Matters as Provided by law.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City has engaged in ongoing activities to negotiate with Costco to locate a store in Huntington Park. Bringing a Costco store to the City would generate significant tax dollars and jobs for the residents of the City. The measure would confirm the City's approach throughout the process of negotiations and provide an expression of support by the voters of the City to Costco in their evaluations towards locating a store in Huntington Park.

On March 5, 2019, the City had a Special Municipal Election and took to the people a Measure (Measure "C") asking; Shall the City of Huntington Park take all reasonable and necessary steps to negotiate with Costco for a store location in Huntington Park, which could include land use, zoning, economic and financial incentives, or other concessions, with the revenues generated from the Costco store to be used to preserve police and public safety services, community programs, youth and after-school parks and recreation services, and improving City parks, fixing City streets and public infrastructure?

CONSIDERATION AND APPROVAL OF RESOLUTION CERTIFYING ELECTION RESULTS OF THE MARCH 5, 2019, CONSOLIDATED SPECIAL MUNICIPAL ELECTION

April 2, 2019

Page 2 of 2

Measure "C" passed.

Pursuant to Sections 10262, 10263 and 10264 of the State Elections Code, the City Council is being requested to adopt a resolution reciting results of the March 5, 2019, Consolidated Special Municipal Election. On March 25, 2019, the City received the Canvass Certificate and Statement of Votes Casts, attached to said resolution as Exhibit "A".

Upon the acceptance of the Certificate of Canvass, and the adoption of the required resolution, the City Clerk shall enter into the record of the City Council a statement of the results of the elections showing: the whole number of ballots cast in the City.

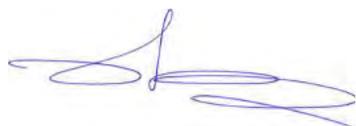
FISCAL IMPACT/FINANCING

No fiscal impact.

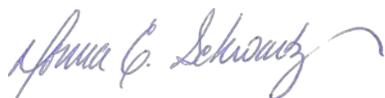
CONCLUSION

Upon City Council approval, staff will proceed as directed.

Respectfully submitted,



RICARDO REYES
City Manager



DONNA G. SCHWARTZ
City Clerk

ATTACHMENT(S)

- A. Resolution No. 2019-07, Reciting the Fact of the Consolidated Special Municipal Election held on Tuesday, March 5, 2019, and Declaring the Results and Such Other Matters as Provided by law (Exhibit "A" attached).

ATTACHMENT "A"

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MEASURE "C": ACTION TO ATTRACT COSTCO TO THE CITY OF HUNTINGTON PARK MEASURE

Shall the City of Huntington Park take all reasonable and necessary steps to negotiate with Costco for a store location in Huntington Park, which could include land use, zoning, economic and financial incentives, or other concessions, with the revenues generated from the Costco store to be used to preserve police and public safety services, community programs, youth and after-school parks and recreation services, and improving City parks, fixing City streets and public infrastructure?

YES _____

NO _____

(d) That the number of votes given at each precinct and the number of votes given in the City to the measure above named, and the results of the election, are as listed in Exhibit "A" attached hereto and incorporated herein.

SECTION 3. The City Council does declare and determine that as a result of the election, a majority of the voters voting on Measure "C" did vote in favor of it, and that the measure was carried, and shall be deemed adopted and ratified.

SECTION 4. The City Clerk shall enter into the record of the City Council of the City a statement of the results of the election showing the information set forth above in Section 2 of this Resolution.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution, and it shall become effective immediately upon approval.

PASSED, APPROVED, AND ADOPTED this 2nd day of April, 2019.

CITY OF HUNTINGTON PARK

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Huntington Park City

at the General Law and Charter City Elections, held on the 5th day of March, 2019.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 22nd day of March, 2019.



Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

HUNTINGTON PARK CITY SPEC MEASURE C

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT

LOCATION	REGIST-RATION	BALLOTS CAST	YES		NO	
HUNTINGTON PARK - 2850005B	3312	169	142	19		
VOTE BY MAIL	0	158	136	19		
TOTAL	3312	327	278	38		
HUNTINGTON PARK - 2850017A	3456	193	149	34		
VOTE BY MAIL	0	214	176	29		
TOTAL	3456	407	325	63		
HUNTINGTON PARK - 2850022A	3324	149	121	14		
VOTE BY MAIL	0	246	202	34		
TOTAL	3324	395	323	48		
HUNTINGTON PARK - 2850025A	2330	134	103	20		
VOTE BY MAIL	0	141	110	26		
TOTAL	2330	275	213	46		
HUNTINGTON PARK - 2850026A	1876	111	86	10		
VOTE BY MAIL	0	106	90	10		
TOTAL	1876	217	176	20		
HUNTINGTON PARK - 2850029A	2713	151	106	22		
VOTE BY MAIL	0	139	115	23		
TOTAL	2713	290	221	45		
HUNTINGTON PARK - 2850050A	3493	193	154	21		
VOTE BY MAIL	0	239	209	23		
TOTAL	3493	432	363	44		

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, April 2, 2019

REGULAR AGENDA

COUNCIL

6. Appointment to Various Outside Organizations

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appointment of an Alternate to the LA County Sanitation District No. 1 Board; and
2. Appointment to the Southern California Association of Governments (SCAG).

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, April 2, 2019

REGULAR AGENDA

COUNCIL

7. Council Appointment to Civil Service Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointment to the Civil Service Commission consistent with the provisions set forth in Resolution No. 2015-19.



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

April 2, 2019

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 ACTIVITIES IN PUBLIC PLACES PERMIT FOR THE ABANDONED CHILDREN OF NICARAGUA, CENTRAL AMERICAN FOUNDATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Activities in Public Places permit for use of the Salt Lake Park Baseball Diamonds on May 5, 2019, for the, "Feria del Guanaco," Central American Foundations fundraiser event.

BACKGROUND

Carmen Aguilar, representing the Abandoned Children of Nicaragua, Central American Foundation, submitted a facility use permit for its annual fundraiser events scheduled for May 5, 2019, at Salt Lake Park. The fundraising events will feature cultural entertainment, native food, beer garden, information booths, dancers, and other public activities. The group will charge an admission fee of \$20 per participant, \$12 for senior participants, and no admissions for children under 12 years of age.

The event schedule will be as follow for the May 5, 2019 date:

Setup: 8:00 a.m. - 5:00 p.m. on Saturday, May 4, 2019
Event Time: 8:00 a.m. – 9:00 p.m. on Sunday, May 5, 2019
Cleanup: 8:00 a.m. – 12:00 p.m. on Monday, May 6, 2019

The requested date is an annual fundraising event for Abandoned Children of Nicaragua organization. This is the third year the events are proposed to be held in Huntington Park, on the Salt Lake Park baseball diamonds. The expected attendance is approximately 1,000 people for the event. The Abandoned Children of Nicaragua organization is not requesting a fee waiver. They will pay all event fees including facility rental fees, departmental services charges for personnel from the Parks and Recreation

CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT FOR THE ABANDONED CHILDREN OF NICARAGUA, CENTRAL AMERICAN FOUNDATION

April 2, 2019

Page 2 of 3

Department, Police Department and Public Works Department, and building inspection fees requested date.

The organization has hired a security company for the event. Both the organization and security company will work with the Huntington Park Police Department (HPPD) to follow all requirements associated with obtaining an ABC License and identifying a security plan, which complies with City requisites. If approved, the organization plans to serve alcohol in a designated closed off area, as part of their fundraising efforts during the event. The organization and security will take proper measures to confirm all participants consuming alcohol are of legal age and stay within the designated area while consuming such beverages.

FISCAL IMPACT/FINANCING

The total fees listed below are estimated at this time. The total cost (not including the final HPPD fees) including the \$2,500 refundable deposit for each event, is estimated as the following:

Refundable Deposit	\$2,500.00
Preliminary PD fee (estimate):	\$6,086.25
Athletic Fields fee:	\$1,656.00
Light fee:	\$80.00
Personnel fee:	\$494.00
Parking Lots Fee:	\$1,352.00
Special Event late application fee	\$ 370.00
Permits and inspection	\$ 1585.00
(ESTIMATE)	
Water Rate	\$ 100.00
(Special Event Per Day Fee)	
Application Fee	\$80.00
Total fees	\$14,303.25

CONCLUSION

Upon City Council approval, staff will conduct a planning meeting to discuss all details of the event, including logistics, security plan and permits. The Central American Foundation will pay for all fees and permits associated with the use of the baseball diamonds for their activity in a public place and will submit insurance and all other pertinent paperwork for the event at least 2 weeks prior to event date.

**CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT
FOR THE ABANDONED CHILDREN OF NICARAGUA, CENTRAL AMERICAN
FOUNDATION**

April 2, 2019

Page 3 of 3

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

A handwritten signature in blue ink, appearing to read 'Cynthia Norzagaray', with a large loop at the end.

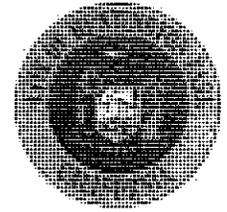
CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

- A. Special Event Park Use Permit Application
- B. Site Plan
- C. City of HP Parks & Recreation Department Invoice

ATTACHMENT "A"

Special Event Park Use Permit Application



PERMIT No. _____

FILING FEE: \$80 (for-profit organization) \$30 (non-profit organization)

Applications must be submitted by October 1 to be considered for following calendar year
Applications received after October 1 must be submitted at least 90 days before event

A. APPLICANT INFORMATION

Applicant Name: Abandoned Children of Nicaragua
(If organization/business, include name of a contact person)

Address: 15558 E Amix Road, La Puente, CA 91744

Telephone #: 909-854-0491 Emergency Telephone #: 626-848-7530

Huntington Park Business License #: _____

Are you a non-profit organization? Yes No

Applicant's authorized representative(s) for management of event. If more than one, please list on a separate sheet of paper. (Note: Applicant/authorized representative(s) must be present at all times during event)

Name: Carmen Aquilar, Event Coordinator

Telephone #: 626-848-7530 Drivers License #: N9244448

E-mail address: carmenaquilar966@yahoo.com

Address: 6943 Orchard Ave, Bell, CA 90201

B. APPLICANT EXPERIENCE/REFERENCES

The organization applying for the special event permit must have at least three years of experience conducting the same or similar event proposed in this application.

Does your organization have at least three years of experience? Yes No

Provide three references of other cities/counties where you have conducted a similar event.

1. City/County: Bell Gardens Parks & Recreation Contact Person: Oscar Flores
We had 3 events Telephone #: 562-806-7656 Dates of last event: Aug. 23, 2018

2. City/County: Lyonswood Park & Recreation Contact Person: Mark Flores
4 events Telephone #: 310-603-0220 x 319 Dates of last event: Aug. 22, 2017

3. City/County: Huntington Park Park & Recreation Contact Person: Jessie Espinosa
4 events Telephone #: 323-584-6216 Dates of last event: 5-21-2016
at that time was

C. EVENT INFORMATION

Description of Event (Include all goods/services to be sold, number of rides, concessions, tents, stages, special displays or equipment used, animals, etc. If more space is needed attach a separate sheet of paper)

We will have 7 vendor booths (Food) One stage
5 game booths, Beer Garden (enclosed) Community Info
booth (5).

Anticipated Attendance Total: 800 plus Per Day: 800 -

D. EVENT ENTERTAINMENT

Attach a 1-2 page detailed list and description of all entertainment to be featured at your event.

E. EVENT DATES/TIMES

• Setup
Setup begins on: 5/4/19 Setup ends on: 5/4/19
mm/dd/yyyy mm/dd/yyyy

Setup will occur each day from: 8:00 am until 5 pm
Time (HH:MM) Time (HH:MM)

• Event
Event begins on: 5/5/19 Event ends on: 5/5/19
mm/dd/yyyy mm/dd/yyyy

Event will be open each day from: 8:00 am until 8:00 pm
Time (HH:MM) Time (HH:MM)

• Cleanup
Cleanup begins on: 5/5/19 Cleanup ends on: 5/6/19
mm/dd/yyyy mm/dd/yyyy

Cleanup will occur each day from: 8 am until 8 pm
Time (HH:MM) Time (HH:MM)

Notes: We will have volunteers cleaning during event.

F. EVENT LOCATION

Salt Lake Park Freedom Park Robert Keller Park Senior Park Other

(Describe area of park your event will utilize)

Baseball field facing Florence Ave & Salt Lake

G. The following is required three weeks prior to event:

- \$2,500 Refundable Deposit Business License Building Permit
- County Fire Permit Security Plan Plot Plan
- Entertainment Approval Insurance (must list "City of Huntington Park" as additional insured)



Children
dance
group
Ballet Folclorico
Rosa Kalli



Ballet Folclorico de San Salvador
DJ Music will be playing.
We will have clowns for children

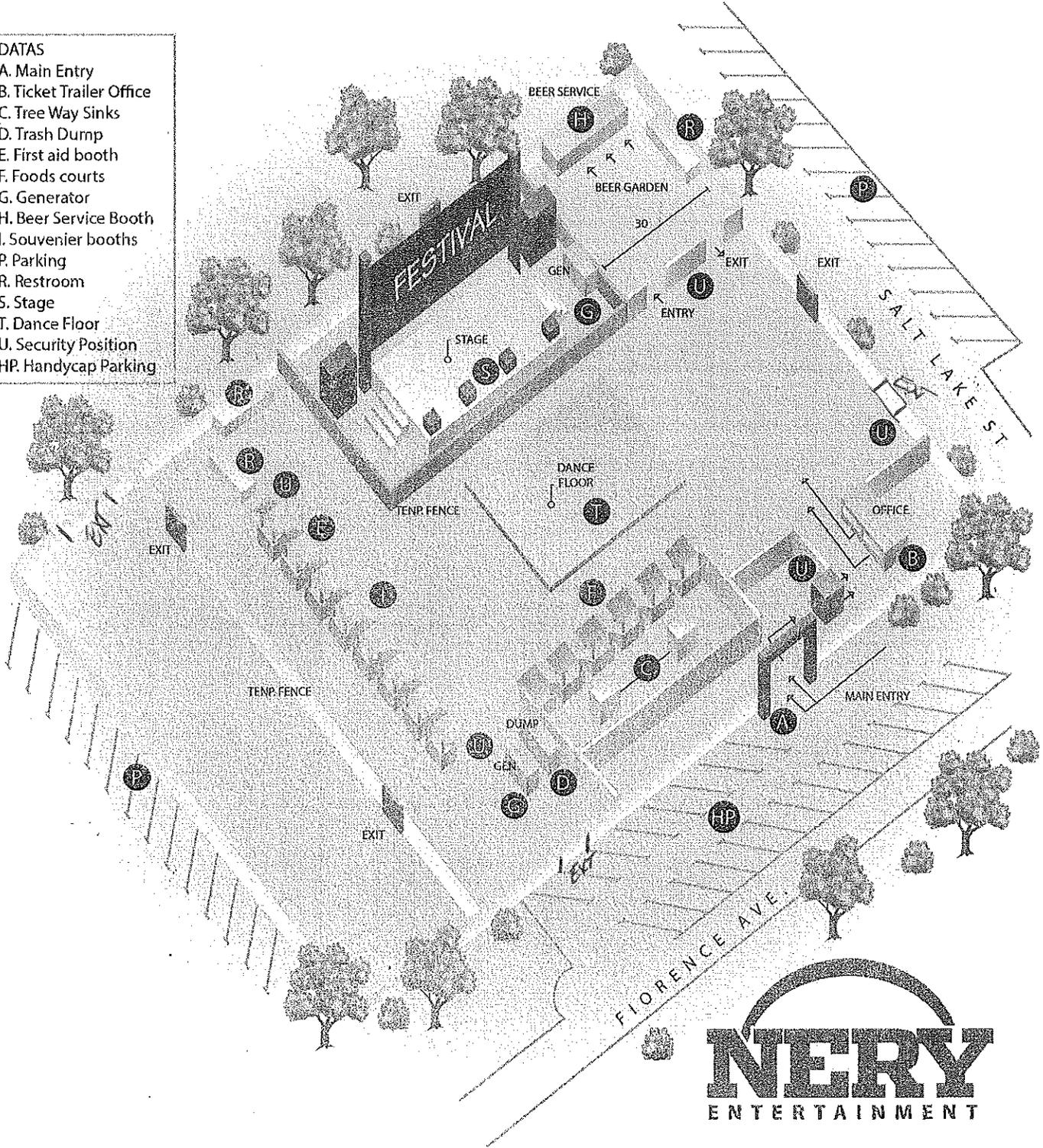


H. SITE PLAN

Your site plan/route map should be submitted in blueprint or computer-generated format and include:

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- The provision of minimum 20-foot emergency access lanes throughout the event venue.
- The location of first aid facilities and ambulances.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- Generator locations and/or source of electricity.
- Sources of water.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- Identification of all event components that meet accessibility standards.
- Other related event components not listed above.

- DATAS**
- A. Main Entry
 - B. Ticket Trailer Office
 - C. Tree Way Sinks
 - D. Trash Dump
 - E. First aid booth
 - F. Foods courts
 - G. Generator
 - H. Beer Service Booth
 - I. Souvenir booths
 - P. Parking
 - R. Restroom
 - S. Stage
 - T. Dance Floor
 - U. Security Position
 - HP. Handicap Parking



I. SECURITY PLAN

Have you hired a licensed professional security company to develop and manage your event's security plan?

Yes No

If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization: Event Control Team

Address: 5150 Candlewood St. Suite 160

Telephone #: 562-716-8376 Emergency Telephone #: _____

Cell #: _____ Fax #: _____

Private Patrol Operator License #: 10151

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

See attached sheet, completed by
Capt. Robert Semann

Event Control Team Security Plan

Event Control Team Security Plan

Event Names: Central American Festivals

Location: Salt Lake Park: 3401 E Florence Ave Huntington Park CA 90255

Dates:

Sunday, May 5, 2019

Sunday, May 5, 2019

ECT Mission:

Our Security Guards/Event Staff will, offer a safe environment and excellent customer service to clients and guest.

Security Guards/Event Staff duties during the event:

Wand guest on main entrance for any metal objects

Roam Teams.

Managing different sections of the event. Their duty is to be aware of any suspicious or aggressive activity that may or may not occur.

Supervisors will also be roaming and checking different areas throughout the event. They will be the ones directly working with clients and H.P.P.D.

Posted Areas

Security Staff will be posted on each Emergency EXIT

Beer Garden: Check IDs and place wristbands to make sure no one under the age of 21 enters. They will verify alcohol compliance rules are follow no exception

Stage: Guards/event staff will prevent anyone getting on stage and handling crowd control. The rest of the staff members will be placed on a need basis. Some will also be our staff breakers.

Emergency Incidents: Supervisors and staff will tell H.P.P.D on any evictions, medical emergencies, lost kids, fights, or any other emergency related issues that may arise. We will work and aid under the H.P.P.D contingency plan, in the event of a major emergency.

J. BUILDING AND SAFETY INFORMATION SHEET

Building and Safety Fee Schedule for Special Events:

• Tents/structures/devices

For inspection of structures or devices regulated by Chapter 66 the first inspection or first structure/device

\$267.04

Each additional structure and/or device

\$42.88

• Electrical

Carnival rides (electric or generator driven):

\$ 63.52 each

Carnival rides (mechanically driven):

\$ 26.40 each

Walk through - attractions/electric displays:

\$ 26.40 each

Booth lighting (i.e. carnival games, etc.):

\$ 26.40 each

Temporary power pole:

\$ 71.36 each

Motors, generators, transformers (rating in horsepower HP, kilowatts KW, kilovolt amperes KVA):

Rating over 3 and not over 10, each

\$ 32.64

Rating over 10 and not over 50, each

\$ 75.36

Rating over 50 and not over 100, each

\$ 140.96

Rating over 100, each

\$ 232.64

Any installation of any equipment rated at 400 amperes or larger;

Any installation of a motor rated more than 10 HP;

Any installation of equipment rated above 600V require Plan Review, please submit electrical plans 90 days prior to event. Plan Check fees are 70% of permit fees but not less than \$179.04

• Other

Minimum fee for any inspection not covered above is \$100.30 per hour (minimum of two hours)

Issuance fee per each permit:

\$45.28

• EVENT INFORMATION

Applicant: Feria del Guanaco

Event address: 3401 E. Florence Ave Date: May 5 2019

Event contact name: Carun Aguilar Phone: 626-848-7530

Event contact name: Mery Riano Phone: 213-321-7260

Tents (indicate number of tents and size of each:

7 10 X 10
5 canopy 5 X 5

Rides and attractions:

electrical/generator driven rides: 0

mechanical driven rides: 0

walk through/electric displays/booths: 0

Generators:

2 @ 25 (circle one) (circle one)
hp kw kva

_____ @ _____ (circle one) (circle one)
hp kw kva

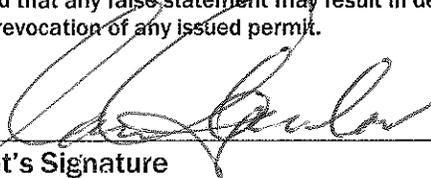
_____ @ _____ hp kw kva

_____ @ _____ hp kw kva

Application must be submitted to Director of Parks & Recreation a minimum of 90 days prior to event date and returned a minimum of 3 weeks prior to event date with all required approvals (see attached checklist). Two sets of plot plans and/or floor plans showing locations of all event activity, pedestrian trash, porta-potties, security plan, entertainment list, and vehicle circulation, pedestrian circulation or parking as necessary must be attached.

CERTIFICATE OF THE APPLICANT: I understand and agree to abide by all of the Special Event Permit regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

FOR OFFICE USE ONLY	
Date submitted:	_____
Received by:	_____
File fee:	_____
Receipt #:	_____



Applicant's Signature

2/7/19
Date



*Abandoned Children
In Nicaragua Foundation, Inc.*

Board of Directors

Camilo A. Castro
President
Flavio Jaen
Vice President
Alberto Quintanilla
Vice President
Franklin Morris
Treasurer
Alba Luz Ortega
VP Public Relations

**Directors in
Nicaragua**

Francisco E. Reyes
Deyanira Alvarado
Aracely Navas
Brenda Zenkell
Gloria Maria Castro

**Advisory Board
Members**

San Francisco
Chapter
Maria Lourdes Castro
Rolando Escobar

**Advisory Board
Members**

Amelia Castro
Fontana, California
Wilfredo J. Castro
Miami, Florida
Said Dipp
Managua, Nicaragua
Jorge F. Castro
Fontana, California
Rebecca Jaen
Upland, California
Jorge & Aida Obregon
Los Angeles, CA

Feb. 11 2019

To Whom it may Concern

*This is an authorization for
Carme Aguilar, a member of
Abandoned Children in Nicaragua
Foundation, our event organizer
to obtain all permits needed for our
up coming events and she is authorized
to sign documents on our behalf in
regards to the City of Huntington Park.*

Date of event May 5 2019

Feria del Guanaco

*Thank you for your time and help
it has been a pleasure to work with you
in the past, looking forward to working with
you in the present.*

*Sincerely,
Camilo A. Castro.*

Department of the Treasury
Internal Revenue ServiceP.O. Box 2508
Cincinnati OH 45201In reply refer to: 0248459777
July 21, 2008 LTR 4168C EO
95-4768205 000000 00 000

00024070

BDDC: TE

ABANDONED CHILDREN OF NICARAGUA
% CAMILO A CASTRO
17196 ATHOL ST
FONTANA CA 92335

114503

Employer Identification Number: 95-4768205
Person to Contact: Mrs. Guilkey
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of July 10, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in December 1999, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

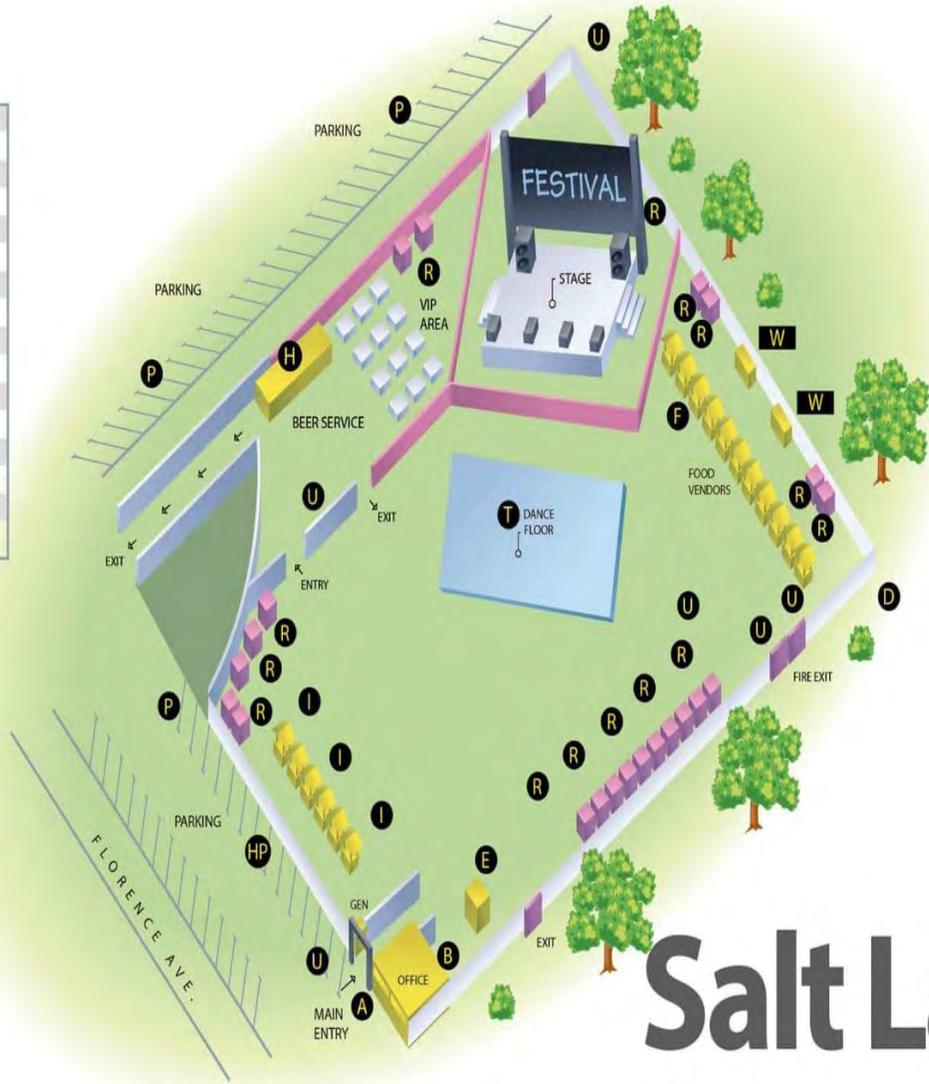
Sincerely yours,

*Michele M. Sullivan*Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

ATTACHMENT "B"

DATA

A.	Main Entry
B.	Ticket Trailer Office
C.	Tree Way Sinks
D.	Trash Dump
E.	First aid booth
F.	Foods courts
G.	Generator
H.	Beer Service Booth
I.	Souvenir booths
P.	Parking
R.	Restroom
S.	Stage
T.	Dance Floor
U.	Security Position
HP.	Handicap Parking
W.	Water



Salt Lake

ATTACHMENT "C"

City of Huntington Park • Department of Parks & Recreation

3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-6218 • FAX 323-584-6310 • www.hpca.gov

Invoice

BILL TO
Attn: Carmen Aguilar / Event Coordinator Abandoned Children of Nicaragua 15558 E. Amar Road La Puente, CA 91744 Contact: 626-848-7530 cell / 626-848-7530 Emergency Contact Email: carmenaguilar@yahoo.com

INVOICE DATE	INVOICE NO.
3/8/2019	HP-F1260

EVENT
Fiesta Del Guanco

PARKS AND RECREATION FACILITY	QUANTITY	RATE	TOTAL
SLP Ball field #3 Weekend Rate	22	\$32.00	\$704.00
SLP Ball field #4 Weekend Rate	22	\$32.00	\$704.00
SLP Ball field #3 Weekend Rate (after permitted hours)	0		\$0.00
SLP Ball field #4 Weekend Rate (after permitted hours)	0		\$0.00
SLP Ball field #3 Weekday Rate	4	\$31.00	\$124.00
SLP Ball field #4 Weekday Rate	4	\$31.00	\$124.00
SLP Ball field #3 Weekday Rate (after permitted hours)	0		\$0.00
SLP Ball field #4 Weekday Rate (after permitted hours)	0		\$0.00
SLP Ball field #3 Lighting (7pm-9pm)	4	\$10.00	\$40.00
SLP Ball field #4 Lighting (7pm-9pm)	4	\$10.00	\$40.00
SLP Ball field #3 Lighting (after permitted hours)	0		\$0.00
SLP Ball field #4 Lighting (after permitted hours)	0		\$0.00
Parking Lot - Salt Lake Park (along bissell next to ball field 3 and 4)	26	\$26.00	\$676.00
Parking Lot - Salt Lake Park (along batting cages)	26	\$26.00	\$676.00
Parking Lot - Salt Lake Park (along bissell next to ball field 3 and 4) (after permitted hours)	0		\$0.00
Parking Lot - Salt Lake Park (along batting cages) (after permitted hours)	0		\$0.00
Staff Fee during permitted hours	26	\$19.00	\$494.00
Staff Fee after permitted hours	0		\$0.00
Special Event Application Fee (paid)	1	\$80.00	\$0.00
Special Event Late Application Fee (per day)	37	\$10.00	\$370.00
Public Works Fee(s)			\$0.00
Water Rate Per Unit, including tax: (TBD after event reading)		\$2.79	
		DEPOSIT	\$2,500.00
		PAYMENTS / CREDITS	\$0.00
		TOTAL DUE TO CITY OF HUNTINGTON PARK	\$6,452.00



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

April 2, 2019

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 ACTIVITIES IN PUBLIC PLACES PERMIT AND A REQUEST FOR A FEE WAIVER BY FINANCIALLY FIT FOUNDATION "SPRING YOUTH SUMMIT" EVENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Activities in Public Places Permit for Financially Fit Foundation "Spring Youth Summit" event, scheduled for April 27, 2019, Salt Lake Park Recreation Center;
2. Approve facility fee waiver request; and
3. Co-Sponsor the event and waive all pending fees.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During a Parks & Recreation Commission meeting held on February 27, 2019 at 6:00pm, the Parks & Recreation Commission (Commission) reviewed the Facility Fee Waiver Application submitted by Financially Fit Foundation, the Commission is recommending for Council's consideration and approval. The eligible non-profit organization and the logistics of the proposed events for which they seek a city facility use permit and facility fee waiver are the following:

Financially Fit Foundation "Spring Youth Summit" Event

Natalie Torres - Haddad, representing Financially Fit Foundation, is requesting a facility use permit and facility fee waiver to host their "Spring Youth Summit" event on April 27, 2019, at the Salt Lake Park Recreation Center. This public activity serves as Financially Fit Foundation's way of promoting true financial literacy. The event will consist of breakfast and lunch, workshops on how to manage, budget, save and earn income for college and stay away from student debt. 120 participants are anticipated to attend this event. The event is FREE to all participants.

CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT AND A REQUEST FOR A FEE WAIVER BY FINANCIALLY FIT FOUNDATION “SPRING YOUTH SUMMIT” EVENT

April 2, 2019
Page 2 of 3

The proposed event schedule is as follows:

- Setup: Saturday, April 27, 2019 from 7:00 am to 8:00 am
- Event: Saturday, April 27, 2019 from 8:30 am to 2:30 pm
- Cleanup: Saturday, April 27, 2019 from 2:30 pm to 4:00 pm

This is the first year that Financially Fit Foundation proposes to use the Salt Lake Park Recreation Center for their event. Financially Fit Foundation requests a fee waiver for event fees including facility rental. Staff have met with event organizers and determined that certain event fees can be either reduced or eliminated. The event organizers will use their staff and volunteers for all event setup and cleanup.

FISCAL IMPACT/FINANCING

Financially Fit Foundation request a fee waiver for their event, and the Parks & Recreation Commission motioned 4-0, to waive the following fees:

SLP Social Hall:	\$ 567.00
SLP Kitchen:	\$ 78.00
Equipment Fee	\$ 774.23
Application Fee	\$ 80.00
Deposit	\$ 261.00
Total fees waived:	\$ 1,760.23

The Parks & Recreation Commission agreed to have Financially Fit Foundation pay for the following:

Refundable Deposit:	\$ 239.00
Janitorial Fee	\$ 204.00
Park Personnel Fee:	\$ 57.00
Total:	\$ 500.00

LEGAL AND PROGRAM REQUIREMENTS

Per municipal code 5-13.02 – Permit - Required and 5-13.09 Departmental Service Charges, Council must first approve proposed special events held on City property, prior to the issuance of a permit and/or fee waiver request for use of city facilities. In addition, the City Property and Facility Use Fee Waiver Policy stipulates that all facility fee waiver requests for use of City property for activities in public places, must first be

CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT AND A REQUEST FOR A FEE WAIVER BY FINANCIALLY FIT FOUNDATION “SPRING YOUTH SUMMIT” EVENT

April 2, 2019

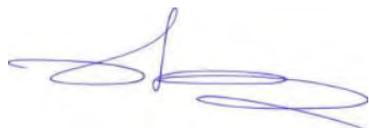
Page 3 of 3

reviewed and approved for Council recommendation, by the Parks and Recreation Commission.

CONCLUSION

The overall total of the event is **\$2,260.23**, which includes the \$239 refundable deposit. The Parks and Recreation Commission is recommending waiving \$1,760.23 from rental and equipment fees. The Organization is requesting all fees be waived and that the City Co-Sponsor the event. Upon City Council approval, Financially Fit Foundation will submit all necessary paperwork. Staff will work with Financially Fit Foundation to ensure all event logistics are in place to guarantee a successful event.

Respectfully submitted,



RICARDO REYES
City Manager



CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

- A. Special Event Park Use Permit Application
- B. Facility Fee Waiver Application
- C. City of HP Parks & Recreation Department Invoice
- D. Event Flyer

ATTACHMENT "A"

APPLICANT'S DECLARATION

I understand and agree to abide by all of the Faculty Handbook and Policies. I understand and agree to the terms and conditions of the contract and to the fact that my employment is for a fixed term. I understand that my employment is for a fixed term and that I am not entitled to any benefits or other advantages beyond those expressly provided for in the contract. I understand that my employment is for a fixed term and that I am not entitled to any benefits or other advantages beyond those expressly provided for in the contract.

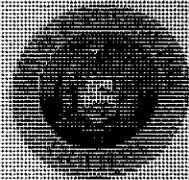
Signed: 

Date: 

Accepted:

Signature:

ATTACHMENT "B"



Facility Fee Waiver Application

Please read and carefully complete the following application. Failure to provide accurate information may result in a denial or delay of your request for a fee waiver. Please attach a copy of your Facility Fee Waiver Application to this form and return to the Department of Parks and Recreation. Applications must be submitted at least 60 days before event.

Classification of this application (check one): General Special

A. CONTACT INFORMATION

Name of Organization: Financially Fit Foundation

Address: 1590 Linda Vista Ave Pasadena, CA 91109

Phone: (310) 816-2333 Fax: (310) 816-3232

Website: EXECUTIVE@FINFIT.COM

Applicant Name/Person Responsible: Natalie Torres, Health Care Director

Phone: (310) 816-2333 Fax: (310) 816-3232

Email: EXECUTIVE@FINFIT.COM

B. FACILITY INFORMATION

Indicate the month, facility, or facilities for which you are requesting a fee waiver.

- | | |
|---|--|
| <input type="checkbox"/> BURNBURY PARK RECREATION CENTER | <input type="checkbox"/> BURNBURY PARK ATHLETIC FIELD |
| <input type="checkbox"/> BURNBURY PARK CRAWFORD CENTER | <input type="checkbox"/> BURNBURY PARK SOCCER FIELD |
| <input type="checkbox"/> BURNBURY PARK MENDOZA PARK RECREATION CENTER | <input type="checkbox"/> BURNBURY PARK MENDOZA PARK ATHLETIC FIELD |
| <input type="checkbox"/> BURNBURY PARK KELLER PARK | <input type="checkbox"/> BURNBURY PARK KELLER PARK POND WALKER |
| <input type="checkbox"/> BURNBURY PARK CLUB ROOMS | <input type="checkbox"/> BURNBURY PARK BALL FIELD |
| <input type="checkbox"/> BURNBURY PARK BATTING CAGES | <input type="checkbox"/> BURNBURY PARK GYMNASIUM |
| <input type="checkbox"/> BURNBURY PARK GOLF COURSE | <input type="checkbox"/> BURNBURY PARK SOCCER FIELD |
| <input type="checkbox"/> BURNBURY PARK SOCCER STADIUM STANDS ONLY | |

C. EVENT INFORMATION

1. Event Description (provide a concise description of the event, its purpose, and the anticipated date and time):
YOUTH SUMMER FROM FINFIT FOUNDATION
will consist of all day activities including
CLASSES

2. Estimated total attendance: 125 (provide the number) 125

3. How will you estimate the amount of revenue to be received? From Fee

(If the amount is to be donated)

ATTACHMENT "C"

City of Huntington Park • Department of Parks & Recreation

3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-6218 • FAX 323-584-6310 • www.hpca.gov

Invoice

BILL TO
Attention: Natalie Torres- Haddad Organization: Financially Fit Foundation 1590 Linda Vista Avenue Pasadena, CA 91103 execdff@gmail.com (310) 863-2255

INVOICE DATE	INVOICE NO.
2/27/2019	HP-F1258

Event:
Financially Fit Foundation

Parks and Recreation Facility	QUANTITY	RATE	TOTAL
SLP Social Hall (before/after facility hours of operation)	3	\$63.00	\$189.00
SLP Social Hall (during hours of operation)	6	\$63.00	\$378.00
SLP Kitchen	1	\$78.00	\$78.00
Personnel (Staff Supervision) (before/after facility hours of operation)	3	\$19.00	\$57.00
Chairs (Blue)	150	\$0.73	\$109.50
Wireless Mic	1	\$47.47	\$47.47
Projector	1	\$106.24	\$106.24
Projector Screen (5 x 5)	1	\$48.48	\$48.48
Premium Speaker w/ stand	2	\$59.97	\$119.94
8 Ft. Rectangular Tables	20	\$8.25	\$165.00
Linen (8' Rectangular Black)	20	\$8.88	\$177.60
Janitorial Fee for Social Hall & Kitchen	1	\$204.00	\$204.00
Application Fee	1	\$80.00	\$80.00
DEPOSIT *Refundable			\$500.00
PAYMENTS / CREDITS			\$0.00
TOTAL DUE TO CITY OF HUNTINGTON PARK			\$2,260.23

ATTACHMENT "D"



FINANCIALLY FIT

FOUNDATION

IS PROUD TO PRESENT ITS

SPRING YOUTH SUMMIT

AGES 16 - 20

Saturday, April 27, 2019
8:30a.m. - 2:30p.m.

Huntington Park Recreation Center
3401 East Florence Ave,
Huntington Park, CA 90255

Space is limited



STUDENTS WILL RECEIVE FINANCIAL LITERACY ON

- Banking
- Organization
- Credit Cards
- Budgeting

Register today by

**Completing the attached Registration Form and email to
Eloise Crawford at ffyouthsummit@gmail.com**

CO-SPONSORED BY

THIS IS A **FREE** EVENT

(continental breakfast & lunch will be provided)

*There is absolutely no cost for student
participation in the summit.*





CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

April 2, 2019

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 ACCEPTANCE OF FISCAL YEAR (FY) 2018-19 TOBACCO LAW ENFORCEMENT GRANT FUNDING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Police Department to accept funding provided through the California Department of Justice totaling \$157,183 in account number 228-0000-335.30-05;
2. Designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation;
3. Appropriate the amount of \$117,883 in account number 228-7210-421.13-00, \$12,300 in account number 228-7210-421.61-20 and \$27,000 in account number 228-7210-421.56-41 in FY 18-19 budget for expenditures as specified within this report; and
4. Authorize City Manager to accept the grant funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Huntington Park Police Department has been awarded funding from the California Department of Justice Tobacco Grant Program. The Police Department intends to utilize these funds for the following:

1. Police Department Expenditures – Conduct tobacco-related enforcement operations targeting licensed retailers and prosecute all tobacco-related violations, at a cost not to exceed **\$117,883**.
2. Community Outreach – Community outreach at the local schools to support the officers as well as reporting outcomes, at a cost not to exceed **\$27,000**.

CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF FISCAL YEAR (FY) 2018-19 TOBACCO LAW ENFORCEMENT GRANT FUNDING

April 2, 2019

Page 2 of 3

- 3. Supplies, Signage and Handouts – Handouts, stickers, pens, crayons, and pole signs at a cost not to exceed **\$12,300**.

The Tobacco Grant Program funding will facilitate tobacco-related enforcement operations conducted by police officers to target licensed retailers that may have previously violated statues or City ordinances. In addition, the funding will cover the costs of conducting inspections on local licensed tobacco retailers and “shoulder tap” operations. Shoulder tap operations are designed to reduce the availability of tobacco to minors.

The Tobacco Grant Program funding will cover the cost to organize community outreach events that include educational workshops in cooperation with the Los Angeles Unified School District (LAUSD) schools in the City, all while coordinating with the police to install tobacco awareness signage around the City.

Additionally, the Tobacco Grant Program funding will also facilitate community relations by covering expenses associated with the development of a partnership between the Huntington Park Police Department and community. The police will conduct educational classes on tobacco use at schools and retailer education classes that focus on furnishing tobacco products to minors. In addition, the police will participate in community events such as the street fair events and provide the community with tobacco educational material.

FISCAL IMPACT/FINANCING

The Tobacco Law Enforcement Grant Program funds will support the Huntington Park Police Department’s operational needs that may otherwise require use of the General Fund. No matching funds are required. The California Department of Justice agrees to reimburse for Grantee’s actual expenditures in performing the Scope of Work, upon receipt of invoices from Grantee and approval of the invoices by the DOJ. Grantee will submit only one (1) invoice each month for items included in the Budget.

Staff is requesting the appropriation of the following funds into its corresponding fiscal year’s budget. This is a multi-year grant which ends June 30, 2021.

Fiscal Year 2018-19	Account Number	Amount
Overtime	228-7210-421.13-00	\$29,471
Supplies	228-7210-421.61-20	\$4,300
Contractual	228-7210-421.56-41	\$7,000
	Total	\$40,771

Fiscal Year 2019-20	Account Number	Amount
Overtime	228-7210-421.13-00	\$44,206
Supplies	228-7210-421.61-20	\$4,000

**CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF FISCAL YEAR (FY)
2018-19 TOBACCO LAW ENFORCEMENT GRANT FUNDING**

April 2, 2019
Page 3 of 3

Contractual	228-7210-421.56-41	\$10,000
	Total	\$58,206

Fiscal Year 2020-21	Account Number	Amount
Overtime	228-7210-421.13-00	\$44,206
Supplies	228-7210-421.61-20	\$4,000
Contractual	228-7210-421.56-41	\$10,000
	Total	\$58,206

CONCLUSION

Upon Council approval, the recommended actions will be implemented.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Award Letter

ATTACHMENT "A"



DIVISION OF LAW ENFORCEMENT
P.O. BOX 161089
SACRAMENTO, CA 95816-1089
Telephone: (916) 210-7418
Fax (916) 731-2100
E-Mail Address: Shannon.Patterson@doj.ca.gov

December 4, 2018

Sergeant Richard Maretti
6542 Miles Avenue
Huntington Park, CA, 90255

Re: Award Notification

Dear Mr. Maretti,

Congratulations! Your grant application for funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 has been approved for funding in the amount of \$157,183.

Attached you will find a government agency taxpayer ID form. This will enable the Department of Justice to reimburse your agency in a timely manner. Please complete the form and e-mail it to TobaccoGrants@doj.ca.gov. In the meantime, our team will begin working to send you a draft Memorandum of Understanding with further instruction.

The Attorney General will announce the award recipients in a press release on Thursday, December 6th. If your agency would like to coordinate and provide two sentence quote, please contact, please contact Press Secretary Jennifer Molina at (213) 247-2803 or by e-mail at Jennifer.Molina@doj.ca.gov.

December 4, 2018

Page 2

If you have any questions about this process, please do not hesitate to contact me at (916) 210-7418 or at TobaccoGrants@doj.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shannon Patterson', with a long horizontal flourish extending to the right.

SHANNON PATTERSON
Staff Services Manager II

For XAVIER BECERRA
Attorney General



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

April 2, 2019

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 ACCEPTANCE OF 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$31,350;
2. Designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Appropriate the amount of \$31,350 in the City's FY 18-19 Budget for police equipment purchases and contractual services as specified within this report.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Huntington Park Police Department has been awarded funding from the 2018 Local Edward Byrne Memorial Justice Assistance Grant (JAG) program. The Police Department intends to utilize these 2018 JAG funds for the following:

1. Purchase equipment – Automated License Plate Readers (ALPR) Server-Setup/Installation, ALPR Server Hardware, and ALPR Licensing, at a cost not to exceed **\$16,215.60**. The Automated License Plate Readers hardware and software will serve to assist patrol operations by reading license numbers/plate numbers and registration numbers from images to create vehicle location data.
2. Administration- Cover administrative cost not to exceed **\$3,135.00**.

CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING

April 2, 2019

Page 2 of 3

3. Youth Partnership expenditures – Engage the youth through a partnership with a local non-profit organization where Huntington Park Police Officers can educate the youth on crime awareness and prevention, at a cost not to exceed **\$11,999.40**. (City Council will designate a non-profit at a later date)

The JAG funding will facilitate operations for police officers to prevent and reduce crime. Additionally, the JAG funding will enable the purchase of Automated License Plate Readers (ALPR) hardware and software, which will increase the effectiveness of police officers during street surveillance and traffic stops by providing them with real-time data.

This funding facilitates community relations by covering expenses associated with the development of a partnership between the Huntington Park Police Department and a local non-profit organization. The nonprofit organization has not been selected at this time. A recommended organization will be brought back at a later date. The partnership will educate youth on crime awareness and prevention.

The 2018 Local Edward Byrne Memorial Justice Assistance Grant (JAG) is not a competitive grant process. As part of the Consolidated Appropriations Act of 2005, the 108th Congress merged the discretionary Edward Byrne Memorial Grant Program with the formula-based Local Law Enforcement Block Grant (LLEBG) program to establish the Edward Byrne Memorial Justice Assistance Grant (JAG) program. The Bureau of Justice Assistance (BJA) administers the JAG program, and the Bureau of Justice Statistics (BJS) calculates the JAG formula-based award amounts using specifications outlined in the legislation. However, the City was required to submit a program narrative, a budget, and a list of eligible activities that will utilize JAG funding.

FISCAL IMPACT/FINANCING

The JAG funds will support the Huntington Park Police Department equipment and operational needs that may otherwise require use of the General Fund. No matching funds are required. Agencies receiving JAG awards must spend funds to complete approved projects, and submit for the reimbursement once projects are completed.

Staff is requesting the appropriation of \$31,350 in the City's FY 18-19 Budget: This is a multi-year grant that is good until September 30, 2021.

Fiscal Year 2018-19	Account Number	Amount
Equipment	227-7117-421.74-10	\$16,215.60
Contractual	227-7117-421.56-41	\$15,134.40
	Total	\$31,350.00

CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING

April 2, 2019
Page 3 of 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

While the BJA states applicants must document the JAG opportunity was made available to citizens for comment prior to application submission, past experience indicates BJA accepts this opportunity be provided after the grant application has been submitted. Moreover, our grant application reflects this opportunity is provided during the City Council meeting in which the item is presented for approval, with information posted in advance of the scheduled meeting.

CONCLUSION

Upon Council approval, the recommended actions will be implemented.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. JAG 2018 Award Letter

ATTACHMENT "A"



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

November 16, 2018

Mr. Ricardo Reyes
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mr. Reyes:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$31,350 for City of Huntington Park.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Andera Hawkins, Program Manager at (202) 514-9408; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, reading "Matt Dummermuth", is positioned above the typed name.

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 2, 2019

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 RELEASE TRANSTECH ENGINEERS FROM THE CONTRACTUAL OBLIGATION OF THE DESIGN OF CIP 2016-01 ATP CYCLE II PROJECT ATPL-5150(012) AND AUTHORIZE INFRASTRUCTURE ENGINEERS UNDER THE CURRENT STAFF AUGMENTATION CONTRACT TO COMPLETE THE DESIGN PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the release of Transtech Engineers from its contractual obligation to complete the design of the plans, specifications and engineer's estimate (PS&E) of CIP 2016-01 ATP Cycle II Project ATPL-5150(012);
2. Request that Transtech Engineers release the CAD files, survey files, reports, studies, specifications, contract documents and all other pertinent documents/records/files relevant to the project;
3. Authorize Infrastructure Engineers (IE) under the current staff augmentation contract to complete the design of the PS&E and obtain the E-76 for the construction phase of the project for a not-to-exceed amount of \$91,138;
4. Authorize the City Manager to execute Infrastructure Engineers' Request for Services (RFS); and
5. Approve budget appropriation in an amount of \$15,500 to account number 202-4010-431.73-10 to pay Transtech's final invoice and \$91,138 to account number 222-4010-431.73-10 to set up the purchase order requisition for Infrastructure Engineers to complete the PS&E and obtain the E-76.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During the Fiscal Year (FY) of 2013-14, the State of California enacted the Active Transportation Program (ATP) and solicited program and infrastructure project applications from eligible public and non-profit agencies. Transtech Engineers (Transtech), under the staff augmentation contract with the City, submitted a grant

CONSIDERATION AND APPROVAL TO RELEASE TRANSTECH ENGINEERS FROM THE CONTRACTUAL OBLIGATION OF THE DESIGN OF CIP 2016-01 ATP CYCLE II PROJECT ATPL-5150(012) AND AUTHORIZE INFRASTRUCTURE ENGINEERS UNDER THE CURRENT STAFF AUGMENTATION CONTRACT TO COMPLETE THE DESIGN PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE

April 2, 2019

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application for FY 2016-17 for the second round of ATP funding. The project scope of work consists of the following: enhancement of ADA ramps at mid-block and non-signalized intersections; advanced yield and stop markings; countdown pedestrian signals; updated pedestrian street signs; Rectangular Rapid-flashing beacons (RRFB); repainting existing pavement markings; removal of nonfunctional in road lights; and ladder (continental) style crosswalks at twenty-two (22) locations.

The City was awarded the grant for the design and construction of ATP Cycle II and on January 17, 2017, the City Council authorized the acceptance and execution of the ATP Cycle II grant agreement. Staff's recommendation to City Council included the release of a Request for Proposal (RFP) to design the project or authorize Transtech under the staff augmentation contract to design the project. Council's directive was for Transtech to complete the PS&E.

The State of California Department of Transportation (Caltrans) issued the E-76 (Notice to Proceed) for the design phase of the project. The initial E-76 permitted a design timeframe completion date of 6/30/2018; also known as the reversion date. Transtech drafted the required documents seeking an extension from Caltrans. Caltrans granted a one-year, one-time extension of 6/30/2019.

Transtech's design would negate 150 parking spaces. The removal of the street parking spaces was attributed to compliance with more stringent Caltrans traffic engineering standards. Caltrans traffic engineering standards maximized the unobstructed sight line distances that allows motorists the above-maximum ability to clearly detect pedestrians and vehicles in time to avoid collisions. The design proposed painting red curb at the intersections, thus eliminating unmarked parking spaces.

Infrastructure Engineers (IE) reviewed the plans and proposed alternative engineering design methods utilizing the California Vehicle Code, the California Manual on Uniform Traffic Control Devices for Streets and Highways, Greenbook standard specifications, Caltrans design manual and other applicable engineering design guidelines and principles. IE analyzed the potential reduction of parking spaces and provided the following alternative designs that would still effectively meet the intent of the grant requirements.

1. Creep method allows the sight line to be made eight feet behind the front bumper of the car and two feet right of the centerline which is where the driver's eye is located.
2. Adopting City's speed survey recommendations in reducing the speed limit. At four intersections, the speed limit is reduced to 25 MPH which requires a shorter sight distance.
3. Constructing bulbouts or installing delineators would enable the crosswalk to be better positioned for a clearer sight distance.
4. Restriping median islands enabling larger lane widths to create additional parking spaces.

CONSIDERATION AND APPROVAL TO RELEASE TRANSTECH ENGINEERS FROM THE CONTRACTUAL OBLIGATION OF THE DESIGN OF CIP 2016-01 ATP CYCLE II PROJECT ATPL-5150(012) AND AUTHORIZE INFRASTRUCTURE ENGINEERS UNDER THE CURRENT STAFF AUGMENTATION CONTRACT TO COMPLETE THE DESIGN PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE

April 2, 2019

Page 3 of 4

5. Removing red curbs to enable parking.
6. Removing crosswalks.
7. Installing controlled intersections either through a four-way stop or by installing traffic signals.

At the February 19, 2019 City Council meeting, IE presented its findings utilizing alternative technical engineering design criteria to balance the loss of parking while optimizing roadway safety. City Council approved IE's engineering analysis and directed City staff to resolve the loss of parking concerns and other design features utilizing IE's engineering methodology as stated above.

City and IE staff scheduled a meeting with Transtech to discuss the alternative design features. Transtech assessed and further evaluated IE's engineering methodology and did not fully agree with IE's engineering analysis and conveyed to the Public Works Department that the preference would be for IE to take over as the engineer of record on the design and for the City to terminate its contract agreement.

Staff's recommendation is to request the termination and release of Transtech's contractual obligation to complete the PS&E for ATP Cycle II and for Transtech to relinquish the project design and contract files to the City. Additionally, staff recommends for IE to take on the obligation of completing the PS&E as the engineer of record and assist the City in obtaining the E-76 from Caltrans so that project funds do not lapse in preparation for the construction phase of the project.

LEGAL REQUIREMENT

The City may, at its sole option and for its convenience, terminate all or any portion of Transtech's contractual obligation to complete the design of the PS&E for ATP Cycle II. Transtech will be given written notice of such termination. The notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of Transtech's contractual obligations shall be effective upon receipt of the notice by the consultant. Transtech shall provide a letter for the City's concurrence of the release of liability and shall deliver to the City all drawings, plans, calculations, specifications and other documents/records related to the project.

City staff will bring back IE's 90% PS&E for approval for authorization to bid and the City Council will exercise its right to protect the City utilizing Government Code Section 830.6.

FISCAL IMPACT/FINANCING

At the January 17, 2017 City council Meeting, \$186,000 was budgeted for the design of the project from Account No. 222-4010-431.73-10. Caltrans Finance Letter and E-76 exhibit the appropriated \$194,000 towards the preliminary engineering (design) phase of the project. The State's portion is \$172,000, with the City's local match being \$22,000. The City awarded Transtech the design contract for \$172,000. The City had paid

CONSIDERATION AND APPROVAL TO RELEASE TRANSTECH ENGINEERS FROM THE CONTRACTUAL OBLIGATION OF THE DESIGN OF CIP 2016-01 ATP CYCLE II PROJECT ATPL-5150(012) AND AUTHORIZE INFRASTRUCTURE ENGINEERS UNDER THE CURRENT STAFF AUGMENTATION CONTRACT TO COMPLETE THE DESIGN PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE

April 2, 2019

Page 4 of 4

Transtech a total of \$144,500 as of 5/1/2018 for the design utilizing Account No. 202-4010-431.73-10; Call for Projects account number. The State has reimbursed the City \$128,113.40 (State match) out of the \$144,500.

Transtech has submitted an invoice (final) for the amount of \$15,500. Staff recommends the payment of this invoice and to close out Transtech's contractual obligation utilizing Account No. 202-4010-431.73-10.

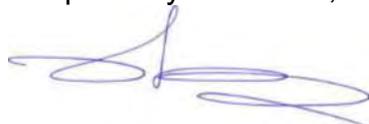
The City is unable to obtain additional design funds from Caltrans, as Transtech's original appropriation of \$172,000 in State reimbursable funds exceeds the grant amount. Staff requests authorization to appropriate \$91,138 to account number 222-4010-431.73-10 to set up the purchase order requisition for Infrastructure Engineers to complete the PS&E and obtain the E-76.

Staff seeks approval to submit a Measure R Local Return Form to Metro for concurrence for the additional \$91,138 for IE to complete the PS&E and set the budgeted amount from Account No. 222-4010-431.73-10.

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. Transtech's Invoice (final)
- B. Infrastructure Engineers – RFS

ATTACHMENT "A"



Reimb.

Transtech Engineers, Inc.
 13367 Benson Ave
 Chino, CA 91710-5246
 (909) 595-8599

CITY OF HUNTINGTON PARK
 MR. DANIEL HERNANDEZ
 DIRECTOR OF PUBLIC WORKS
 6550 MILES AVENUE
 HUNTINGTON PARK, CA 90255

Invoice number 20191083
 Date 01/31/2019
 Billed thru: 01/31/2019

Project **17106 HP ATP CYCLE 2 PSE DESIGN**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Project Set-up, Initiation	5,000.00	100.00	5,000.00	5,000.00	0.00
Management, Coordination, Administration	35,000.00	100.00	31,500.00	35,000.00	3,500.00
Engineering Field Reviews	25,000.00	100.00	22,500.00	25,000.00	2,500.00
Plan Preparation	80,000.00	100.00	72,000.00	80,000.00	8,000.00
Estimates	5,000.00	100.00	4,500.00	5,000.00	500.00
Specifications	5,000.00	100.00	4,500.00	5,000.00	500.00
Bid Package	5,000.00	100.00	4,500.00	5,000.00	500.00
PSE Certification	7,000.00	0.00	0.00	0.00	0.00
Bidding, Bid Analysis and Contract Award Assistance	5,000.00	0.00	0.00	0.00	0.00
Total	172,000.00	93.02	144,500.00	160,000.00	15,500.00

Invoice total **15,500.00**

PO

'19 MAR 12 AM 7:54

ATTACHMENT "B"

REQUEST FOR SERVICES

City of Huntington Park

TO: Ricardo Reyes, City Manager
DATE: March 26, 2019
FROM: Steve Forster, Senior Vice President
SUBJECT: ATP Cycle 2-Unprotected Crosswalk and Safety Enhancement Improvements
(Design Phase)

Acct. No.: _____

Type of Project: Public Works Community Development Traffic Park and Rec.

Description of Request: _____ The City of Huntington Park has requested Infrastructure Engineers (IE) to revise and complete the current Plans (39 sheets), Specifications and Estimate which has been prepared by Transtech dated 3/28/19. The scope includes 22 intersection improvements as listed in attachment "A". The City has also requested IE to obtain E76 for construction since it has only obtained the Preliminary Environmental Study (PES) certifications from CALTRANS. In order to complete the E76 process, the Right of Way Certification and Request for Construction is required before completion, this process may take between 6-8 weeks each after completion of the 100% PS&E documents. We have attached a project schedule to this RFS as attachment "B" for the City to review including the E76 process tasks, assuming Caltrans' approval.

Design for Preparation of Plans, Specifications and Estimate for ADA ramps, bulb-outs, advanced yield and stop markings, countdown signals, updated pedestrian signs, repainting exiting marking/pavement labels and ladder-stripe crosswalks near schools.

Project Management and Administration Infrastructure Engineers will provide project management during the design phase of the project. This will include, but not be limited to a kick-off meeting, project development and design review meetings, preparation of design documents, progress meetings, preparation of agendas and minutes, preparation and updates of project schedule, and project cost management.

Federal Fund Administration will be provided to ensure the project meets to the requirements of Caltrans and FHWA in conformance with the State's Local Assistance Procedures Manual and include preparation of required Environmental Submittal, Right of Way Submittal and Authorization to Proceed with Construction submittal.

Infrastructure Engineers' fee for the above tasks will be on a Time and Material (T&M) basis per our current agreement dated January 1, 2018, for a Not-to-Exceed amount of \$91,138 as listed in the table below:

Task	Description	Cost
1	Preparation of Plans , Specifications & Cost Estimate	\$55,475
2	Project Management and Administration	\$15,850
3	Fund Administration	\$19,813
NOT-TO-EXCEED		\$91,138

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____
 Projected Date of Completion: Six (6) months after RFS Approval
 Project Manager: Yunus Rahi, PhD., PE, TE
 Estimated Cost of Services: Not-to-Exceed \$91,138



 Steve Forster, Senior Vice President

 03/26/2019
 Date

APPROVED TO PROCEED:

 Ricardo Reyes, City Manager

 Date

Attachment "A"

UNPROTECTED CROSSWALK SAFETY ENHANCEMENT LOCATIONS

Item	Street	and/between	Street(s)
1	Pacific Boulevard	and	53rd Street
2	Pacific Boulevard	and	56th Street
3	Pacific Boulevard	and	57th Street
4	Pacific Boulevard	and	58th Street
5	Pacific Boulevard (Midblock)	between	Slauson Avenue and Belgrave Avenue
6	Pacific Boulevard (Midblock)	between	Belgrave Avenue and Randolph Street
7	Pacific Boulevard	and	Park Place
8	Miles Avenue	and	57th Street
9	Miles Avenue	and	Clarendon Avenue
10	Gage Avenue	and	Regent Street
11	Gage Avenue	and	Albany Street
13	Gage Avenue	and	Middleton Street
14	Gage Avenue	and	Stafford Street
15	Gage Avenue	and	Marconi Street
16	Gage Avenue	and	Cedar Street
17	Gage Avenue	and	Hollenbeck Street
18	Zoe Avenue	and	Passaic Street
19	Zoe Avenue	and	State Street
20	Saturn Street	and	Hood Avenue
21	Florence Avenue	and	Bissel Street
22	State Street	and	Live Oak Street

Attachment "B"

Project Schedule and Milestones

1. Notice to Proceed	4/1/19
2. Topographical Survey	To be provided by the City
3. Geotechnical Survey	To be Provided by the City
4. Research all utility correspondences	To be Provided by the City
5. Utility Notices	4/2/19, 5/21/19 & 6/4/19
6. Submit 90% PS&E to City	5/7/19
7. City Complete 90% PS&E Review	5/14/19
8. Submit 100% PS&E to the City	5/21/19
9. Start E76-ROW Certification	5/21/19
10. City Complete 100% PS&E Review	5/28/19
11. Final Signed PS&E to the City	6/4/19
12. Submit E76-ROW Certification to Caltrans	6/4/19
13. Approval of E76-ROW Certifications by Caltrans	8/4/19
14. Submit E76-RFA for Construction to Caltrans-	8/11/19
15. Approval of E76-RFA for Construction from Caltrans	10/1/19



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 2, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND SELECTION TO AWARD A CONTRACT SERVICES AGREEMENT FOR LANDSCAPING MAINTENANCE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Award of Contract Services Agreement to North Star Landscape for Landscaping Maintenance Services; and
2. Authorize City Manager to negotiate and execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 18, 2018 the City entered into an agreement with North Star Land Care Inc. for Landscaping Maintenance Services on a month-to-month term. Staff issued an RFP on March 5, 2019 for the aforementioned services. One proposal was submitted below is the name of the contractor.

Contractor Name
North Star Landscape

The one (1) firm submitted a proposal on the following scope of work:

Maintenance Work Areas - Any and all City owned properties and buildings

Salt Lake Park, Main Recreation Center, and Municipal Building

3401 E. Florence Ave Huntington Park CA, 90255

Pick up trash and waste from Skate Park, Soccer Circle, Soccer Square, and Ball Fields.

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Sports Field Maintenance
- Litter and Debris
- Waste Receptacles

CONSIDERATION AND SELECTION TO AWARD A CONTRACT SERVICES AGREEMENT FOR LANDSCAPING MAINTENANCE

April 2, 2019

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- Picnic Shelters

Huntington Park Community Center & Senior Park

6923 Salt Lake Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles
- Picnic Shelters

Robert Keller Park

6550 Miles Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles
- Picnic Shelters

Raul R. Perez Memorial Park

6208 Alameda St., Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

Chelsey Park

6531 Albany St., Huntington Park, CA 90255 (Corner of Zoe Ave & Albany St.)

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

City Hall Building

6550 Miles Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

Courthouse Building/After School

6548 Miles Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control

CONSIDERATION AND SELECTION TO AWARD A CONTRACT SERVICES AGREEMENT FOR LANDSCAPING MAINTENANCE

April 2, 2019

Page 3 of 5

- Litter and Debris
- Waste Receptacles

Police Department Building

6542 Miles Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

Police Annex Building

6538 Miles Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

Arterial roads West to East: Alameda St, Santa Fe Ave, Pacific Blvd, State St

- Pest, Weed, Snail, Insect, and Disease Control

Arterial roads South to North: Florence Ave, Gage Ave, Slauson Ave

- Pest, Weed, Snail, Insect, and Disease Control

Railroad Tracks: Randolph St. from Alameda to Fishburn Ave & Salt Lake Ave from Bell Ave to Santa Ana St.

- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control

City Owned Parking Lots Rita Street along Florence Ave to Randolph St.

- Shrub and Ground Cover
- Litter and Debris
- Waste Receptacles
- Pest, Weed, Snail, Insect, and Disease Control

City Owned Parking Lots Rugby Street along Florence Ave to Randolph St.

- Shrub and Ground Cover
- Litter and Debris
- Waste Receptacles
- Pest, Weed, Snail, Insect, and Disease Control

Medians: There are seven (7)

- Two at Florence Ave. & California Ave
- One at Hood Ave. and State St.
- One at Mission Place and State St.
- One at State St. and Slauson Ave.
- One on 52nd St. and Pacific Blvd.
- One on Saturn and Bissell St.

CONSIDERATION AND SELECTION TO AWARD A CONTRACT SERVICES AGREEMENT FOR LANDSCAPING MAINTENANCE

April 2, 2019

Page 4 of 5

All specifications listed for Shrub, Groundcover, and General Turf Maintenance shall apply to Median Service Areas. In addition to landscape and turf maintenance the Contractor is responsible for the maintenance of all hard surface areas such as curbs, gutters, concrete safety strips, sidewalks, and patterned concrete surfaces, which are part of the median.

All hard surface areas on all medians shall be inspected weekly and maintained in a neat, clean, and safe condition at all times. The hard surface areas shall be kept "weed free" at all times.

All hard surface areas shall be cleaned monthly or more frequently as needed to remove all deposits of litter, silt, sand, dirt, weeds, grass or other debris. The use of vacuums is required for the monthly service on all hardscape areas on the medians. All materials shall be removed from the site and be properly disposed of by the Contractor.

Plant material shall not be allowed obstruct any site line of vehicular traffic, and shall be kept below thirty-six (36") in height as measured from the road surface in any area where traffic site lines may be impacted. A City representative may provide direction as requested for proper maintenance.

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, curbs and gutters, or expansion joints and areas contiguous to the City landscape.

All maintenance personnel shall wear safety vests and personal protective equipment while working in the public right-of-way and when working on medians, and at no time shall work be performed in the roadway without a City approved Traffic Control Plan in compliance with the CAMUTCD and all required traffic control signage in place.

Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

Selection Criteria

The RFP was separated into four categories, 1) the RFP package, 2) experience 3) reference checks 4) cost. The categories were weighted as follows: RFP (20%), Experience (30%), References (30%), and Cost (20%).

Only one (1) proposal was submitted for landscaping maintenance services. That firm was North Star Landscape. Staff ensured North Star's RFP met all the guidelines and requirements and believes they are more than capable of fulfilling the defined scope. North Star possesses the experience that would be an asset to the City.

Staff recommends that City Council approve a contract and authorize the City Manager to execute a three (3) year agreement with an optional two (2) one (1) year renewal option with North Star Landscape after negotiating final terms.

Below is a breakdown of the proposed costs.

	Year 1- Cost		Year 2- Cost		Year 3- Cost	
	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly
North Star	\$23,057.75	\$276,693.00	\$25,363.53	\$304,362.30	\$27,899.88	\$334,798.53

CONSIDERATION AND SELECTION TO AWARD A CONTRACT SERVICES AGREEMENT FOR LANDSCAPING MAINTENANCE

April 2, 2019

Page 5 of 5

However, staff recommends a 5% maximum annual increase.

FISCAL IMPACT/FINANCING

The City's FY 2018-19 Adopted Budget includes appropriations for landscaping maintenance, the total fiscal impact is \$276,693.00 for the first year. Below is the account number and budget for FY 2018-19.

Account No.	Budget Amount
535-8090-452.56-60	\$221,340.00

Staff recommends that we transfer \$5,978 from the Department Supplies and Expense Account 535-8090-452.61-20 to the Contract Landscape Labor Account 535-8090-452.56-60 offset the increase for the new proposed landscaping maintenance services.

If approved, the annual contract services will be included in the FY 19-20 budget and subsequent budgets.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S):

- A. Draft Contract Services Agreement
- B. Proposals

ATTACHMENT "A"



LANDSCAPING MAINTENANCE SERVICES

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this **April 15, 2019**, (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and **North Star Landscape** (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

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 Work**”). 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 have a term of **THREE (3) YEARS** commencing from **April 15, 2019**. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) – one (1) year extension of terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- 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 **\$276,693.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. 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 [NAME OF PERSON DESIGNATED] (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 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.

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.

- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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 contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance / Employer’s Liability Insurance:
Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the contractor is stating they are either the owner of the organization or a partner, and are exempt from the State’s workers’ compensation requirements because they

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

D. Pollution Liability Insurance: CONTRATOR shall procure pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that 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.
- 3.7 Subcontractors
- Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

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 (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

- D. 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:
[NAME AND INFO]

CITY:
City of Huntington Park
Attn: [DEPARTMENT]
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) XXXXX
Fax: (323) XXXXX

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with 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.
- 6.21 BUSINESS LICENSE AND W9: A City of Huntington Park Business license must be obtained before commencing work and a W9 provided prior to submitting first payment request.

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:

NORTH STAR LANDSCAPE

By: _____
Ricardo Reyes
City Manager

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DRAFT

ATTACHMENT "B"

March 19, 2019

City of Huntington Park- Request for Proposal for Landscaping Maintenance Services



**NORTH STAR
LANDSCAPE**

**City of Huntington Park
Public Works Department
6550 Miles Ave.
Huntington Park, CA 90255**

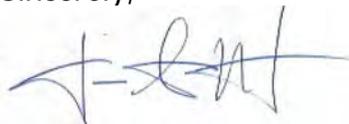
North Star Landscape (“North Star”) is pleased to submit our proposal for the City of Huntington Park’s Landscaping Maintenance Services Request for Proposal. Our proposal will highlight our previous experience of providing similar services. We’re thrilled and proud to be your current Landscape Contractor.

We are keenly aware of the City’s desire for high-quality customer service, reliability, responsiveness, and cost-effective tree maintenance services. Our commitment is to provide a high level of service to the City and an ability to quickly and efficiently meet the needs of the community which makes us an ideal partner for the City of Montebello.

We strive to build long-term partnerships with agencies that expect and require quality, accuracy, efficiency, and integrity. We do this by offering our clients years of expertise with professional landscaper, diligent staff who provide premium landscaping by using industry approved equipment, effective employee training, strong field leadership, and competitive pricing to keep our clients within their allocated budgets. North Star believes in the representation of our employees. Eligible personnel are members of Laborers’ International Union of North America (LIUNA Local 1184).

North Star Landscape thanks you for the opportunity to submit our proposal. Please feel free to contact me directly if you have any questions or need further information or clarification at (310) 704-9885 or tony@northstarlandcare.com.

Sincerely,



Jose A. Martinez

North Star strongly believes the defined scope is within our capabilities and takes no exception to the define scope of work as describe in the RFP. North Star intends to fulfill the scope of service at the following locations by North Star's described work plan as describe below.

Salt Lake Park, Main Recreation Center, and Municipal Building

3401 E. Florence Ave Huntington Park CA, 90255

Huntington Park Community Center & Senior Park

6923 Salt Lake Ave, Huntington Park, CA 90255

Robert Keller Park

6550 Miles Ave, Huntington Park, CA 90255

Raul R. Perez Memorial Park

6208 Alameda St., Huntington Park, CA 90255

Chelsey Park

6531 Albany St., Huntington Park, CA 90255 (Corner of Zoe Ave & Albany St.)

City Hall Building

6550 Miles Ave, Huntington Park, CA 90255

Courthouse Building/After School

6548 Miles Ave, Huntington Park, CA 90255

Police Department Building

6542 Miles Ave, Huntington Park, CA 90255

Police Annex Building

6538 Miles Ave, Huntington Park, CA 90255

Arterial roads West to East: Alameda St, Santa Fe Ave, Pacific Blvd, State St

Arterial roads South to North: Florence Ave, Gage Ave, Slauson Ave

Railroad Tracks: Randolph St. from Alameda to Fishburn Ave & Salt Lake Ave from Bell Ave to Santa Ana St.

City Owned Parking Lots Rita Street along Florence Ave to Randolph St.

City Owned Parking Lots Rugby Street along Florence Ave to Randolph St.

Medians: There are seven (7)

Two at Florence Ave. & California Ave

One at Hood Ave. and State St.

One at Mission Place and State St.
One at State St. and Slauson Ave.
One on 52nd St. and Pacific Blvd.
One on Saturn and Bissell St.

Work Plan

PERFORMANCE OF WORK.

1. Daily – Weekly Supervision:

- a. Report to City representative on a daily basis or as resulted by City staff.
- b. Supervise landscaping services crew to maintain locations.
- c. Supervise traffic control.
- d. Report any damages or injuries within one hour of occurrence.
- e. Respond to any personnel complaints or questions concerning project.
- f. Final inspection of landscape work to insure proper clean-up on daily basis.
- g. Maintain daily records of hours worked by each employee and work completed.
- h. Authorized staff shall meet with the City representative each Friday between 8:30 and 9:00 am, or anytime specified by the City Grounds Supervisor for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. The frequency can be coordinated with City staff as required

2. Work Schedule:

- a. Staff will start the landscaping within ten (10) working days of award of contract or as to be determined by the City. Prior to commencing work, submit and gain approval of a weekly work schedule indication the order, location, and completion of work based on the information provided by the City representative or Grounds Supervisor.
- b. Staff will notify the City of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any work in the City or as directed by the City representative and Grounds Supervisor.
- c. Multiple job sites will be worked at a time unless one site requires the entire assigned crew.
- d. As soon as notified by the City of award of contract North Star representatives will meet with City Representative to develop a preliminary work schedule for accomplishing the work. The schedule will be modified, as necessary, during the course of the contract, based on City's needs.

3. Landscape Work Performed:

- a. Will be according to the landscaping best practices.
- b. Staff will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or

reasoning for non-action. Log is to be reviewed by the City representative at the end of each day or as directed by the City. Pictures are to be taken at time of incident.

- c. Hazardous Condition Notifications: Staff will report to the Foreman/Grounds Supervisor of any defects or hazardous within an hour of notice.
- d. Any activities found by the City to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by North Star.
- e. North Star will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The City authorized representative will serve as mediator between the contractor and resident if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
- f. Staff will exercise precaution as necessary when working adjacent to utilities.
- g. Sprinkler repair will be made immediately. Most North Star trucks are equipped to handle most sprinkler repairs as they occur.

4. Wildlife Protection Plan:

- a. North Star offers full service Trim Care. Therefore, North Star has an established Wildlife Protection Plan.
- b. North Star understand the importance of the wildlife protection plan. We currently instruct all of our employees that if they come across any birds, nests, feathers, eggs, etc... they are to stop any landscape work immediately and NOT touch or remove it themselves. They have also been instructed to notify their supervisor immediately so that he/she can notify the City officials and make the proper determinations.
- c. North Star currently has employees certified with the Wildlife Training Institute...after careful research we felt the need to be completely certified as a wildlife protector, in order to address these issues properly and safely.

5. Hours of work in City:

- a. North Star will observe all holidays recognized by the City and the City shall provide inspection for a 40-hour work shift (7:00 am to 4:00 pm or as directed by the City)
- b. Before performing any work at said times, staff shall give written notice to the City so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed as applicable.
- c. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 7:00 am.

6. Emergency – On Call Work

- a. North Star will provide the City with 24-hour emergency phone numbers and names of at least two (2) assigned individuals to be contacted in case of an emergency or call out.
- b. Staff will respond and begin emergency work/call out within 1 hour and will communicate with assigned City staff of the completion of assigned work via, telephone call, text or email.
- c. City staff will be immediately notified if any changes in assigned North Star personnel, telephone numbers and or pagers.

7. Clean-Up & BMP

- a. North Star shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
- b. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight unless authorized by the Director, her/his designee, and residents adjacent to equipment are all notified.
- c. City authorized representative shall be the sole judge as to the adequacy of the clean-up.
- d. Staff shall fully adhere to the City's BMP practices.
- e. Temporary Sediment Control shall be utilized to prevent any green-waste material from entering the storm drains.
- f. Staff will adhere to Federal, State and local requirements for BMPs.

8. Compliance with Laws and Regulations:

- a. North Star shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

9. Drug Free Workplace:

- a. North Star published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
- b. North Star has established a Drug Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
- c. North Star's existing policy of maintaining a drug free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace. Taking appropriate personnel action against such employee, up to and including termination.

10. Photographs:

- a. North Star will supply the City representative photographs as resulted.
- b. North Star will supply the City representative photographs of any damages that occur to public and or private property or persons.

11. Disposal of Materials:

- a. All debris produced as a result of North Star’s operations will be reduced reused, recycled, and/or transformed.
- b. Weight slips or load slips for material removed from the City will be submitted to the City once a month as proof of final disposal to a recycling facility for documenting reusage per AB 939.
- c. Staff operates a fully licensed and permitted Green Waste Transfer & Recycling facility in the County of Riverside and County of Los Angeles.

12. Public Safety/ Traffic Control:

- a. North Star shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal and County “Public Safety” of the Standard Specifications. Should the City point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve North Star of responsibility for public safety, nor abrogate its obligation to furnish and pay for these devices.
- b. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook).
- c. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
- d. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.
- e. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day’s work and at other times when landscaping operations are suspended for any reason, North Star shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
- f. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
- g. Whenever North Star’s operations require one-way traffic or create a condition hazardous to the public traffic, staff shall provide and station competent flagmen whose sole duties shall consist of directing the movement traffic through or around the work. Staff shall also furnish such



flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various bid items.

- h. Under no circumstances will any City street be closed to thru traffic unless authorized by City official.

North Star proposes the following schedule to cover the defined scope of work in section three of the Request for Proposal.

Start Time	End Time	Location(s)
6:30 AM	8:30 AM	Civic Center (City Hall, Courthouse, Police Department, Police Annex and Robert Keller Park)
8:30 AM	9:00 AM	Chelsey Park
9:00 AM	11:00 AM	Raul Perez Park
11:00 AM	3:00 PM	City Owned Parking Lots (Rita and Rigby)

Start Time	End Time	Location(s)
6:30 AM	10:00 AM	Salt Lake Park, Main Recreation Center, and Municipal Building
10:00 AM	12:00 PM	Salt Lake Park Baseball Diamonds
1:00 PM	3:00 PM	Railroad Tracks, Arterial roads and Medians

North Star’s Project Team and Key Personnel is as follows



Tony Martinez, President

Manage and maintain all company operations and procedures. Oversee company and potential bids, proposals. Attends required meetings for bids, proposals, etc.

Angel Sotelo, Government Relations:

Assists in building and maintaining relations in various city and government entities for NSLC. Manages and establishes company proposals and processes.

Gina Ramirez, Accounting/Human Resources Manager:

Manage daily office operations. Manage and maintain all accounting for NSLC for accuracy and its entities. Monitor cash flow. Prepare accounting and/or payroll reports as needed. Process accounts payable and receivable. Ensure prompt collection of receivables. Perform monthly bank and credit card reconciliations. Ensure all bills and invoices are paid timely. Monitor and keep record of equipment for insurance and DMV purposes. Maintain personnel files. Ensure companies state and federal labor law requirements are in compliance. Maintain up to date forms for company’s needs. Order company supplies for employee and office equipment use. Assisting in completing new bid requirements.

Alex Rojas, Area Manager:



Assist in establishing new projects or bids. Ensure all required equipment inventory with supervisor. Manage employees in the field. Assists with work orders and completion in company database. Communicates efficiently with employees regarding any issues or expectations.

Vivian Valencia, Executive Assistant:

Assist President with various duties assigned, such as researching apps or websites to consolidate workload. Attending and taking notes during various meetings. Overseeing and training employees on time and attendance system. Managing time and attendance app. Creating weekly individual employee reports. Creating any action sheets needed for NSLC. Ordering supplies, company errands as needed.

Raul Hernandez, Landscape Supervisor:

Supervise workers while in the field. Delegate various duties to workers as needed. Oversees the project work is completed to standards expected.

Angel Sanchez, Landscape Foreman:

Assists in projects ensuring assigned work is completed in a timely manner by workers.

Five Contracts of This Size and Type Currently or Recently Performed

Date	Contract Amount	Type of Project	Contact Information
Current	\$248,000 / year	Citywide Landscaping	Daniel Hernandez (323) 395-1480
Current	\$50,000 / year	C-27 Landscaping Pesticide, Plant Health Care and Tree Work	Mark Rockwell (949) 439-2111
Current	\$35,000 / Year	C-27 Landscaping Pesticide, Plant Health Care and Tree Work	John Roland Lopes (213)949-8134
Current	\$25,000 / year	C-27 Landscaping Pesticide, Plant Health Care and Tree Work	Sandi How (951) 218-4932
Current	\$5,000 / Year	Landscaping, Plant Health Care and Tree Work	Bruce Carlsen (951) 233-3366



Reference #1

Name:	Salvador Mendez
Organization:	City of El Monte (Current Employer)
Type of Service	Tree Maintenance (Director of Public Works for City of Lynwood)
Contact Information	(626) 806-2044 11330 Bullis Road. Lynwood, CA 90262 (for City of Lynwood)
Date of Services	03/2018 to Present

Reference #2

Name:	James Coiner
Organization:	City of Pico Rivera
Type of Service	Tree Maintenance
Contact Information	6615 Passons Blvd. Pico Rivera, CA 90660
Date of Services	03/2018 to Present

Reference #3

Name:	Harry Frisby Jr.
Organization:	City of Inglewood
Type of Service	Tree Maintenance
Contact Information	(310) 412-5340 One Manchester Blvd. Ingelwood, CA 90301
Date of Services	05/2018 to Present

North Star does not take exception to the City's proposed Standard Contract Services Agreement as provided in the Request for Proposal and will comply with all aspects of the Agreement.



LANDSCAPING MANAGEMENT SERVICES

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this _____, 2019, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and NAME OF CONTRACTOR OR CONSULTANT (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 an

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 Work**"). 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 have a term of [NUMBER OF YEAR(S)] commencing from [TERM DATE]. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [NUMBER OF YEAR(S)] [?] - year extensions of terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- 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 [AMOUNT] (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 [NAME OF PERSON DESIGNATED] (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 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.

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.

- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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 contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance / Employer’s Liability Insurance: Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the contractor is stating they are either the owner of the organization or a partner, and are exempt from the State’s workers’ compensation requirements because they

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

D. Pollution Liability Insurance: CONTRATOR shall procure pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that 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.
- 3.7 Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

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 (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

- D. 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:
[NAME AND INFO]

CITY:
City of Huntington Park
Attn: [DEPARTMENT]
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) XXXXX
Fax: (323) XXXXX

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with 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: [NAME AND INFO]

By: _____
By: _____



[CITY REP]
[TITLE]

Name: _____

Title: _____

ATTEST:

By: _____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



Attached is a copy of insurance certificate of the current contract. If awarded, limits will reflect the City's Standard Contract Services Agreement.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/30/2019		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Strong Tie Insurance Services Inc 8135 Florence Ave Ste 201 Downey, CA 90240 License #: 0D87939		AGENT/FACTORY NAME: Nereida Murillo		PHONE (A/C, No, Ext): 800-985-2001 FAX (A/C, No): 323-560-8823		
		E-MAIL ADDRESS: nmurillo@strongtieinsurance.com		INSURER(S) AFFORDING COVERAGE		
		INSURER A: Scottsdale Insurance Company		NAIC # 41297		
		INSURER B: Mercury Insurance Company		27553		
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				
INSURED NORTH STAR LAND CARE, INC 11148 WALNUT ST BLOOMINGTON BLOOMINGTON, CA 92316-3232						
COVERAGES		CERTIFICATE NUMBER: 00000000-277761		REVISION NUMBER: 29		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CPS2810819	03/06/2018	03/06/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA040000042695	03/02/2018	03/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PHYSICAL DAMAGE		BA040000042695	03/02/2018	03/02/2019	\$1,000 DED
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) THE CITY OF HUNTINGTON PARK ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ADDED AS ADDITIONAL INSURED.						
CERTIFICATE HOLDER				CANCELLATION		
THE CITY OF HUNTINGTON PARK 6550 MILES AVE HUNTINGTON PARK, CA 90255				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE  (NMC)		

ACORD 25 (2016/03)

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Printed by NMC on January 30, 2019 at 09:11AM





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

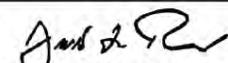
PRODUCER Plymouth Insurance Agency, Inc. 2739 US Highway 19 North Holiday, FL 34691	CONTACT NAME: PHONE (A/C, No, Ext): 1-800-966-5562 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: State National Insurance Company, Inc NAIC #: 12831 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED South East Employee Leasing Services, Inc. (LCF) Revolution Services Inc. 2739 US Highway 19 North Holiday, FL 34691	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CWC71949-0936	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 (California Operations Only) Coverage is extended to leased employees as approved and assigned by South East Employee Leasing Services, Inc. but not subcontractors or nonleased employees of: Revolution Services Inc.
 Project Name:
 COVERAGE ONLY APPLIES TO ACTIVE EMPLOYEE(S) OF SOUTHEAST PERSONNEL LEASING, INC AND ITS SUBSIDIARIES THAT ARE LEASED TO THE FOLLOWING "CLIENT COMPANY" Revolution Services Inc. FOR TEMPORARY ASSIGNMENT TO NORTHSTAR LAND CARE ONLY. ISSUE 01-10-19 (55)

CERTIFICATE HOLDER CITY OF HUNTINGTON PARK 6550 MILES AVENUE HUNTINGTON PARK, CA 90255	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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N/A





CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 2, 2019

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 REJECT ALL BIDS RECEIVED FOR THE DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION CAPITAL IMPROVEMENT PROJECT (CIP) 2018-07 (CALL FOR PROJECTS ID# F7702) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Reject all bids for the Downtown Huntington Park i-Park System Implementation Project CIP 2018-07 (Call for Projects ID# F7702) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize the Public Works Department to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 5, 2019, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for the Downtown Huntington Park i-Park System Implementation Project CIP 2018-07 (Call for Projects ID# F7702). The project focus is the addition of parking detection sensors, changeable message and wayfinding parking signs, and bicycle racks and lockers that will improve bicycle access points to key City destinations. An integral part of the grant is the introduction of a parking App that integrates with the existing T2 Systems pay stations; allowing motorists to find available parking spaces in the downtown business district along Pacific Boulevard.

The NIB was published on February 22, 2019 in a local newspaper of general circulation in conformance with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The plans and specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards.

CONSIDERATION AND APPROVAL TO REJECT ALL BIDS RECEIVED FOR THE DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION CAPITAL IMPROVEMENT PROJECT (CIP) 2018-07 (CALL FOR PROJECTS ID# F7702) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

April 2, 2019

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The City Clerk opened and read the two (2) bids submitted on March 20, 2019.

Staff analyzed the two bids received and after reviewing the bid proposals, the recommendation is to reject all bids and authorize staff to re-advertise the project. The advantages to rejecting all bids and re-advertising the project is that re-bidding may increase the number of participants as the fiscal year comes to an end and provides staff with an opportunity to hold a pre-job walk meeting and have discussions with the bidders to find out what risks or uncertainties they may have seen in the project that caused the bid prices to be higher than the engineer's estimate.

Below is a tentative schedule:

NIB issued and posted:	April 4, 2019
Pre-job walk meeting:	April 16, 2019
Deadline for receipt of bids:	April 24, 2019 at 2:00 P.M.
Contract awarded by City Council:	May 7, 2019

Upon authorization from the City Council to re-advertise the project, Public Works staff will upload the plans and specifications to the City's website and provide the City Clerk's Office with the revised NIB to be published in a newspaper of general circulation.

LEGAL REQUIREMENT

Public Works staff has researched bicycle locker/rack policies and has commenced to draft an ordinance that will assist the City regulate the various facility types including racks, lockers, bike rooms, bike cages, bike corrals, and bicycle transit centers/bike stations. The two most common groupings of bicycle parking found throughout the City may be categorized as short-term and long-term bicycle parking. The draft ordinance will be presented to City Administration for review and will be presented at a future City Council date for review and approval. The City does have a Bicycle Transportation Master Plan (2014) that will assist and guide the ordinance.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the approval of this action. Cost associated with the publishing of the NIB has been approved as part of the current fiscal year budget.

CONSIDERATION AND APPROVAL TO REJECT ALL BIDS RECEIVED FOR THE DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION CAPITAL IMPROVEMENT PROJECT (CIP) 2018-07 (CALL FOR PROJECTS ID# F7702) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

April 2, 2019

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CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 2, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SENATE BILL 1 (SB 1) THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2019-08, approving the Fiscal Year 2019-2020 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017; and
2. Authorize staff to upload the resolution with the list of streets to the California Transportation Commission (CTC) website.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1), Road Repair and Accountability Act of 2017, to address transportation funding shortfalls statewide SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. SB1 established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund. Beginning in January 2018, the State Controller deposited funds generated from increased fuel taxes and vehicle registration fees into the RMRA. A portion of the RMRA funds are distributed on a monthly basis to the City for basic road maintenance, rehabilitation and critical safety projects on local streets and road systems.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. In order to be eligible for RMRA funding in Fiscal Year (FY) 2019-20, the City must adopt a resolution approving the list of projects to receive RMRA funding. Staff recommends that SB 1 funding be applied towards the following streets in accordance with the City's approved Pavement Management Plan which was approved by Resolution 2018-35 on December 18, 2018.

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SENATE BILL 1 (SB 1) THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

April 2, 2019

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Street Name	Beginning Location	Ending Location
Albany Street	Gage Avenue	Clarendon Avenue
Albany Street	Clarendon Avenue	Randolph Street
Albany Street	Randolph Street	Belgrave Avenue
Albany Street	Belgrave Avenue	Laura Avenue
Hill Street	State Street	City Limits
Hill Street	State Street	California Avenue
Hill Street	California Avenue	Salt Lake Avenue
Mortimer Avenue	Marbrisa Avenue	Santa Fe Avenue
Mortimer Avenue	Albany Street	Marbrisa Avenue
Mortimer Avenue	West City Limits	Albany Street
Santa Ana Street	State Street	City Limits
Santa Ana Street	State Street	California Avenue
Walnut Street	State Street	Mountain View Ave
Mountain View Ave	Walnut Street	Florence Avenue

The next step following City Council approval and acceptance of the streets to be rehabilitated, SB 1 funding guidelines require staff to submit to the California Transportation Commission (CTC) the proposed project list and adopted resolution. The City's required local maintenance of effort (MOE) amount for FY 2019-20 is estimated to be \$1,492,468.

The Road Repair and Accountability Act contains a local agency maintenance of effort (MOE) requirement that applies to funds allocated through the RMRA. The Act states that the MOE requirement is to ensure that these new road funds do not supplant existing levels of city and county general revenue spending on streets and roads. The MOE for the receipt of RMRA funds state that a city or county must maintain general fund spending for street, road, and highway purposes at no less than the average of 2009-10, 2010-11, and 2011-12 years.

FISCAL IMPACT/FINANCING

Prior to receiving an apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds from the California State Controller in a fiscal year, the City must submit to the Commission an adopted list of projects proposed to be funded with SB 1 funds by May 1, 2019. All projects proposed to receive the fiscal year funding must be adopted by resolution per Streets and Highways Code Section 2034(a)(1).

The roadway segments listed intend to use SB 1 RMRA funds, which have been made available by the Local Streets and Roads Funding Program and meets the intent of the funding as indicated in SHC Section 2030(a) and the 2019 Local Streets and Roads Funding Program Reporting Guidelines. These funds are intended to be prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects.

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SENATE BILL 1 (SB 1) THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

April 2, 2019

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SB1 Road Repair and Accountability Act of 2017
New Local Streets & Roads Funding - Ten Year Projections

2017/18	2018/19	2019/20	2020/21	2021/22
\$406,181	\$1,053,625	\$1,492,468	\$1,688,487	\$1,788,691
2022/23	2023/24	2024/25	2025/26	2027/28
\$1,869,259	\$1,952,084	\$2,042,355	\$2,130,582	\$2,221,777

Staff intends to include a new street paving project for FY 19-20 at which at time allocations and account number will be identified which will include SB1 funding.

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. Resolution 2019-08, Approving the Fiscal Year 2019-2020 project list for Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017.

ATTACHMENT "A"

1 **WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate
2 several streets throughout the City this year and various similar projects into the
3 future; and

4 **WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs
5 Assessment found that the City/County's streets and roads are in a fair to poor
6 condition and this revenue will help the City increase the overall quality of our roadway
7 network and over the next decade will bring our streets and roads into a good
8 condition; and

9 **WHEREAS**, the SB 1 project list and overall investment in our local streets and
10 roads infrastructure with a focus on basic maintenance and safety, investing in
11 complete streets infrastructure, and using cutting-edge technology, materials and
12 practices, will have significant positive co-benefits statewide; and

13 **WHEREAS**, the roadways will be resurfaced or slurry sealed during FY 2019-
14 20 (July 1, 2019 through June 30, 2020) with an estimated useful life of 15 to 20 years
15 depending on the roadway resurfacing application.

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

18 **SECTION 1.** The foregoing recitals are true and correct.

19 **SECTION 2.** Pursuant to SB1, the following list of proposed projects will be
20 funded in-part or solely with fiscal year 2019-20 Road Maintenance and Rehabilitation
21 Account revenues:

Street Name	Beginning Location	Ending Location
Albany Street	Gage Avenue	Clarendon Avenue
Albany Street	Clarendon Avenue	Randolph Street
Albany Street	Randolph Street	Belgrave Avenue
Albany Street	Belgrave Avenue	Laura Avenue
Hill Street	State Street	City Limits
Hill Street	State Street	California Avenue
Hill Street	California Avenue	Salt Lake Avenue
Mortimer Avenue	Marbrisa Avenue	Santa Fe Avenue
Mortimer Avenue	Albany Street	Marbrisa Avenue
Mortimer Avenue	West City Limits	Albany Street
Santa Ana Street	State Street	City Limits
Santa Ana Street	State Street	California Avenue
Walnut Street	State Street	Mountain View Ave
Mountain View Ave	Walnut Street	Florence Avenue

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, April 2, 2019

PUBLIC HEARING

COMMUNITY DEVELOPMENT

16. Continued from the March 19, 2019, Regular City Council Meeting -
**Consideration and Approval of Resolution Adopting the 2030 City of
Huntington Park General Plan and Certification of an Environmental Impact
Report (EIR) Under the California Environmental Quality Act (CEQA)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. XXXX-XX, adopting the proposed 2030 City of
Huntington Park General Plan and certification of an Environmental Impact
Report (EIR) under the California Environmental Quality Act (CEQA).

- TO BE CONTINUED -