

# CITY OF HUNTINGTON PARK

## City Council

## Regular Meeting

### Agenda

**Tuesday, April 16, 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](http://www.hpca.gov). Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

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

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

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

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

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

### **Public Comment**

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

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

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

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

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

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

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

**Important Notice**

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

## **CALL TO ORDER**

## **ROLL CALL**

Mayor 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 presented to Ms. Lucero Mora, Leader/Volunteer, American Red Cross Representative, Proclaiming "March 2019 as American Red Cross Month"

"Certificates of Appreciation" Presented to Those Who Volunteered Their Time Installing Free Smoke Alarms for the American Red Cross "Sound the Alarm, Save A Life" Event held March 9, 2019

Proclamation Proclaiming April 2019 as "Autism Awareness 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]

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 April 2, 2019.

### **FINANCE**

**2. Approve Accounts Payable and Payroll Warrant(s) dated April 16, 2019.**

### **CITY MANAGER**

## END OF CONSENT CALENDAR

## REGULAR AGENDA

### **CITY ATTORNEY**

**3. Consideration and Approval of First Amendment to City Manager's Agreement**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to City Manager employment agreement; and
2. Authorize Mayor to execute the first amendment to the agreement.

**4. Consideration and Approval of Amended and Restated Employment Agreement for the Director of Finance & Administrative Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Amended and Restated Employment Agreement for the Director of Finance & Administrative Services; and
2. Authorize City Manager to execute the Agreement.

## REGULAR AGENDA (CONTINUED)

### COUNCIL

#### 5. **Council Appointment to Planning Commission**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

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

#### 6. **Consideration and Approval of a Resolution in Support of Southeast Los Angeles (SELA) Collaborative 2020 Census**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopts Resolution No. 2019-09, In Support of an Accurate 2020 Census of the Southeast Los Angeles Region.

### COMMUNITY DEVELOPMENT

#### 7. **Consideration and Approval for Authorization to Purchase and Install a Self-Pay Kiosk System for the Huntington Plaza Parking Garage**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to purchase and install a self-pay kiosk system for the Huntington Plaza parking garage.

### PUBLIC WORKS

#### 8. **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).

## REGULAR AGENDA (CONTINUED)

### **PUBLIC WORKS (CONTINUED)**

9. **Consideration and Approval of a Month-to-Month Agreement for Graffiti Abatement Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a month-to-month agreement with Graffiti Protective Coating (GPC) for Graffiti Abatement Services; and
2. Authorize City Manager to execute the agreement.

### **END OF REGULAR AGENDA**

## **PUBLIC HEARING**

### **COMMUNITY DEVELOPMENT**

10. ***Continued from the April 2, 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**

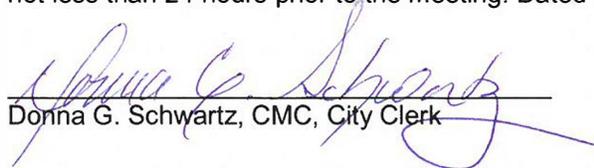
**Vice Mayor Manuel “Manny” Avila**

**Mayor Karina Macias**

## ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 7, 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](http://www.hpca.gov) not less than 24 hours prior to the meeting. Dated this 12<sup>th</sup> day of April 2019.

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

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, April 2, 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 6:01 p.m. on Tuesday, April 2, 2019, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

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

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

**INVOCATION**

Invocation was led by Mayor Macias.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice Mayor Avila.

**PRESENTATIONS**

Council presented a proclamation to Eva Perez, Ambassador, proclaiming “April 2019 as DMV/Donate Life Month.”

**PUBLIC COMMENT**

1. Jesus Calderon, voiced concern with traffic safety on Bissell/Hollenbeck and Gage and feels a traffic signal should be installed.

**STAFF RESPONSE**

City Manager Ricardo Reyes responded to the public comment stating the concern has been brought to the Traffic Authority.

**CLOSED SESSION**

At 6:18 p.m. City Attorney Arnold Alvarez-Glasman recessed to 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.

At 7:33 p.m. Mayor Macias reconvened to open session with all Council Members present with the exception of Council Member Pineda who was ABSENT.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Arnold Alvarez-Glasman announced all four Council Members were present and briefed on closed session items 1-4, with the exception of Council Member Pineda who was ABSENT. 1.) Council unanimously upheld the Civil Service Commission's findings and conclusions. 2.) direction was provided to the City Attorney's office, no action taken, nothing to report. 3.) Two matters: matter 1 Kramer Metals, Council provided direction and authority to the City Attorney's Office to proceed with the necessary code enforcement proceedings on that matter with unanimous support by the City Council. matter 2 presentation made to the City Council, no action taken, nothing to report. 4.) no action taken, nothing to report.

## **CONSENT CALENDAR**

**Motion:** Mayor Macias moved to approve consent calendar with changes to the March 21, 2019 Special Meeting Minutes, seconded by Vice Mayor Avila, Motion passed 2-0 by the following vote:

### ROLL CALL:

AYES:	Council Member(s): Vice Mayor Avila and Mayor Macias
NOES:	Council Member(s): None
NOT PRESENT:	Council Member(s): Sanabria
ABSTAINED:	Council Member(s): Ortiz
ABSENT:	Council Member(s): Pineda

### OFFICE OF THE CITY CLERK

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

### CITY MANAGER

3. Approved second amendment to agreement with LAN WAN Enterprise, Inc. for information technology support services, appropriation of \$59,625 in account number 111-9010-419.43-15 and authorized City Manager to execute the amendment.
4. Approved 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 authorized 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**

City Manager Ricardo Reyes presented the staff report.

**Motion:** Council Member Ortiz moved to 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, seconded by Vice

Mayor Avila. Motion passed 3-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Vice Mayor Avila and Mayor Macias  
NOES: Council Member(s): None  
NOT PRESENT: Council Member(s): Sanabria  
ABSENT: Council Member(s): Pineda

## COUNCIL

### 6. Appointment to Various Outside Organizations

**Motion:** Council Member Ortiz moved to appoint Mayor Macias as the Delegate and Vice Mayor Avila as the Alternate to the LA County Sanitation District No. 1 Board, seconded by Vice Mayor Avila. Motion passed 3-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Vice Mayor Avila and Mayor Macias  
NOES: Council Member(s): None  
NOT PRESENT: Council Member(s): Sanabria  
ABSENT: Council Member(s): Pineda

At 7:39 p.m. Council Member Sanabria reentered the chambers.

**Motion:** Vice Mayor Avila moved to appoint Mayor Macias as the Delegate and himself as the Alternate to the Southern California Association of Governments (SCAG), seconded by Council Member Ortiz. Motion passed 4-0, by the following vote:

ROLL CALL:

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

### 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.

Council Member Sanabria requested this item be tabled to the next city council meeting, Council concurred.

## PARKS AND RECREATION

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

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

**Motion:** Council Member Ortiz moved to 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, seconded by Council Member Sanabria. Motion passed 4-0, by the following vote:

ROLL CALL:

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

Mayor Macias  
NOES: Council Member(s): None  
ABSENT: Council Member(s): Pineda

**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**

City Manager Ricardo Reyes announced the item and introduced Director of Parks and Recreation Cynthia Norzagaray who presented the staff report and announced a representative from the Financially Fit Foundations was available for any questions.

**Motion:** Council Member Ortiz moved to approve and asked that the high schools get invited to this event. Activities in Public Places Permit for Financially Fit Foundation “Spring Youth Summit” event, scheduled for April 27, 2019, Salt Lake Park Recreation Center, approve facility fee waiver request and Co-Sponsor the event and waive all pending fees, seconded by Council Member Sanabria. Motion passed 4-0, by the following vote:

ROLL CALL:

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

**POLICE**

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

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

**Motion:** Council Member Sanabria moved to 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, designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation, 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 authorize City Manager to accept the grant funds, seconded by Council Member Ortiz. Motion passed 4-0, by the following vote:

ROLL CALL:

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

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

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

**Motion:** Council Member Sanabria moved to authorize the Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$31,350, designate the City Manager as the Authorized Grantee Official

for the purpose of executing grant objectives and documentation and 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, Seconded by Council Member Ortiz. Motion passed 4-0, by the following vote:

ROLL CALL:

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

At 7:47 p.m. Council Member Ortiz left the chambers.

**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**

City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report and introduced Cesar Roldan with Infrastructure Engineering who gave a brief explanation on the status of the project.

**Motion:** Council Member Sanabria moved to 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). 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, 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, authorize the City Manager to execute Infrastructure Engineers' Request for Services (RFS) and 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, seconded by Mayor Macias. Motion passed 3-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Sanabria, Vice Mayor Avila and Mayor Macias  
NOES: Council Member(s): None  
NOT PRESENT: Council Member(s): Ortiz  
ABSENT: Council Member(s): Pineda

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

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

**Motion:** Council Member Sanabria moved to approve Award of Contract Services Agreement to North Star Landscaping for Landscaping Maintenance Services and authorize City Manager to negotiate and execute the agreement, seconded by Mayor Macias. Motion passed 3-0, by the following vote:

ROLL CALL:

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

Mayor Macias  
NOES: Council Member(s): None  
NOT PRESENT: Council Member(s): Ortiz  
ABSENT: Council Member(s): Pineda

**PUBLIC WORKS (CONTINUED)**

**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**

At 7: 56 p.m. Council Member Ortiz reentered the chambers.

City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report and noted Cesar Roldan with Infrastructure Engineering was present for any questions.

**Motion:** Council Member Sanabria moved to 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 authorize staff to upload the resolution with the list of streets to the California Transportation Commission (CTC) website, seconded by Council Member Ortiz. Motion passed 4-0, by the following vote:

ROLL CALL:

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

**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).

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

**Motion:** Council Member Ortiz moved to table the item so that Council can receive and review all information, seconded by Council Member Sanabria. Motion passed 4-0, by the following vote:

ROLL CALL:

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

**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).

Mayor Macias opened public comment, there being none, closed public comment.

**Motion:** Council Member Sanabria moved to continue the item to the next city council meeting, seconded by Council Member Ortiz. Motion passed 4-0, by the following vote:

#### ROLL CALL:

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

#### DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

#### COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz, wished everyone a good night.

Council Member Jhonny Pineda, ABSENT.

Council Member Marilyn Sanabria, thanked everyone for attending and wished all a good night.

Vice Mayor Manuel "Manny" Avila, wished everyone a Happy Easter and noted he would be on vacation from April 14 through the 28, 2019.

Mayor Karina Macias, thanked everyone, thanked staff for all their support and wished everyone a good night.

#### ADJOURNMENT

At 8:09 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, April 16, 2019 at 6:00 P.M.

Respectfully submitted

Daniel Hernandez, Director of Public Works  
for Donna G. Schwartz, CMC  
City Clerk

DRAFT

## City of Huntington Park List of Funds

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

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-16-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ABEL SANDOVAL	71766/71997	111-0000-347.20-00	P&R YOUTH SPORTS REFUND	50.00
				<b>\$50.00</b>
AGAPE PAINTING & MAINTENANCE	111818	111-6010-451.73-10	PAINTING OF FREEDOM PARK	9,880.00
	11219	111-6010-451.73-10	PAINTING OF FREEDOM PARK	2,180.00
				<b>\$12,060.00</b>
ALADDIN LOCK & KEY SERVICE	28916	741-8060-431.43-20	PW KEYS FOR FUEL SYSTEM	27.43
				<b>\$27.43</b>
ALEXIS ROBINSON	HP030006249	111-0000-351.10-10	PARKING CITATION REFUND	578.00
				<b>\$578.00</b>
ALFARO COMMUNICATIONS CONSTRUCTION	5 FINAL	205-0000-206.00-00	PACIFIC BL IMPRVMT PROJ	7,251.31
	5 FINAL	205-8010-431.73-10	PACIFIC BL IMPRVMT PROJ	9,752.58
	5 FINAL	208-0000-206.00-00	PACIFIC BL IMPRVMT PROJ	3,461.45
	5 FINAL	221-0000-206.00-00	PACIFIC BL IMPRVMT PROJ	8,999.42
	5 FINAL	221-8080-431.73-10	PACIFIC BL IMPRVMT PROJ	3,037.81
	5 FINAL	222-0000-206.00-00	PACIFIC BL IMPRVMT PROJ	5,528.06
	5 FINAL	535-0000-206.00-00	PACIFIC BL IMPRVMT PROJ	5,430.22
				<b>\$43,460.85</b>
ALVAREZ-GLASMAN & COLVIN	2019-01-18326	111-0220-411.32-70	LEGAL SRVCS 1/2019	44,169.11
	2019-01-18327	111-0220-411.32-70	LEGAL SRVCS 1/2019	8,004.41
	2019-01-18328	111-0220-411.32-70	LEGAL SRVCS 1/2019	227.66
				<b>\$52,401.18</b>
AMAZON.COM SERVICES, INC.	1F7Y-DPT4-N4J6	111-6020-451.61-35	P&R CULTURAL ART SUPPLIES	261.30
	1RQJ-LKTP-FN9Q	111-6020-451.61-35	P&R CULTURAL ART SUPPLIES	32.98
	1VLF-YYC6-C7TW	111-6020-451.61-35	P&R CULTURAL ART SUPPLIES	116.63
	1DD1-MVLW-GGQK	111-6065-466.61-20	P&R CULTURAL ART SUPPLIES	190.72
	1FTV-N1MR-K41V	741-8060-431.74-10	PW COMPUTER MONITOR	313.98
	1HXJ-WCTT-9VXP	741-8060-431.74-10	P&R CULTURAL ART SUPPLIES	-156.99
				<b>\$758.62</b>
ANGELA CORNEJO	1011-2712-0727	111-0110-411.61-20	COUNCIL SUPPLY PURCHASE	8.78
	088255	111-0110-411.66-05	COUNCIL SUPPLY PURCHASE	23.99
	152291	111-0110-411.66-05	COUNCIL SUPPLY PURCHASE	42.50
				<b>\$75.27</b>
ANTHONY ALDEQUA	71653/72094	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				<b>\$500.00</b>
ARROYO BACKGROUND INVESTIGATIONS	1904	111-7010-421.56-41	BACKGROUND INVESTIGATION	800.00
				<b>\$800.00</b>
AT&T	3/23-4/22/2019	111-9010-419.53-10	PW YARD INTERNET SRVCS	64.25
	3/28-4/27/2019	111-9010-419.53-10	FREEDOM PARK INTERNET SRVCS	45.00
	3/28-4/27/2019	111-9010-419.53-10	RAUL PEREZ PARK INTERNET SRVCS	45.00
	4/1-4/30/2019	111-9010-419.53-10	SALT LAKE PARK INTERNET SRVCS	45.75
				<b>\$200.00</b>
AT&T PAYMENT CENTER	3/8-4/7/2019	111-7010-421.53-10	PD MOBILE CELL SERVICES	210.00
				<b>\$210.00</b>
AVELINA GUTIERREZ	68791/71902	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				<b>\$500.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-16-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BOB BARKER COMPANY INC.	WEB000595641	121-7040-421.56-14	JAIL & INMATE SUPPLIES	291.15
				<b>\$291.15</b>
BRINK'S INCORPORATED	208754	111-9010-419.33-10	ARMORED TRANSPORT 2/2019	-159.61
	2573224	111-9010-419.33-10	ARMORED TRANSPORT 2/2019	230.64
				<b>\$71.03</b>
BRIZUELA'S IRON WORK	0899	114-6010-451.73-10	P&R SKATE PARK BARS	1,300.00
				<b>\$1,300.00</b>
BRYAN MENENDEZ	9CD830499	229-7010-421.59-15	PARKING REIMBURSEMENT	30.00
				<b>\$30.00</b>
BURRO CANYON ENTERPRISES, INC.	1847	111-7010-421.56-41	PD RANGE FEES	60.00
				<b>\$60.00</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 3/24/2019	802-0000-217.30-10	CITYWIDE RETIREMNT BENFIT	36,366.33
	PPE 3/24/2019	802-0000-218.10-10	CITYWIDE RETIREMNT BENFIT	62,737.20
				<b>\$99,103.53</b>
CALPERS	100000015617024	111-9013-413.56-41	MEDICAL BENEFITS 4/2019	375.94
	100000015617024	217-9010-413.28-00	MEDICAL BENEFITS 4/2019	157,896.44
	100000015617024	217-9010-413.56-41	MEDICAL BENEFITS 4/2019	384.20
	100000015617024	802-0000-217.50-10	MEDICAL BENEFITS 4/2019	163,453.37
				<b>\$322,109.95</b>
CESAR FLORES	HP050009069	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				<b>\$145.00</b>
CHARTER COMMUNICATIONS	0511379020319	111-7010-421.53-10	PD INTERNET 2/13-3/12/19	144.98
	0514415032019	111-7010-421.53-10	PD INTERNET 3/30-4/29/19	634.85
	0019175032219	111-9010-419.53-10	CITY HALL CABLE 4/2019	23.77
	0444795032219	111-9010-419.53-10	CITY HALL INTERNET 4/2-5/1/19	1,999.00
	0389644032119	121-7040-421.56-14	PD TV SERVICES 3/31-4/30/19	276.81
				<b>\$3,079.41</b>
CLAUSTRO MARYVEL	HP030013836	111-0000-351.10-10	PARKING CITATION REFUND	137.00
				<b>\$137.00</b>
CLINICAL LAB OF SAN BERNARDINO, INC	966517	681-8030-461.56-41	WATER TESTING 12/2018	807.00
				<b>\$807.00</b>
COMMERCIAL TIRE COMPANY	1-GS151524	741-8060-431.43-20	PD TIRE PURCHASE	569.04
				<b>\$569.04</b>
CONCENTRA MEDICAL CENTERS	63909876	111-2030-413.56-41	MEDICAL SERVICES	94.00
	63956574	111-2030-413.56-41	MEDICAL SERVICES	610.50
				<b>\$704.50</b>
COUNTY OF L.A. DEPT OF PUBLIC WORKS	PW-19031104444	221-8014-429.56-41	TRAFIC SIGNAL MAINTENANC	889.01
				<b>\$889.01</b>
COVARRIBIAS APOLINAR	A768251	111-0000-351.10-10	PARKING CITATION REFUND	40.50
				<b>\$40.50</b>
CPRS DISTRICT 10	002	111-6010-451.59-15	P&R LEADER TRAINING	31.39
	002	111-6010-451.61-20	P&R LEADER TRAINING	28.61
				<b>\$60.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-16-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CR&R INCORPORATED	0001039	111-8027-431.56-59	COLLECTION REFUSE 2/2019	16,680.00
	0003556	111-8027-431.56-59	COLLECTION REFUSE 3/2019	16,680.00
				<b>\$33,360.00</b>
CWE	19489	111-8030-461.56-42	WATER GRANT WRITING SRVC	10,000.00
				<b>\$10,000.00</b>
DAILY JOURNAL CORPORATION	B3202627	111-1010-411.54-00	CITY CLERK ORDINANC 12/13	92.40
	B3202777	111-1010-411.54-00	CITY CLERK ORDINANC 12/13	84.00
	B3205854	111-1010-411.54-00	CITY CLERK ORDINANCE12/27	117.60
	B3216954	111-1010-411.54-00	CITY CLERK ORDINANC 1/31	75.60
	B3222397	111-1010-411.54-00	CITY CLERK ORDINANC 2/14	88.20
				<b>\$457.80</b>
DATA TICKET INC.	97161	111-3010-415.56-41	CITATION PROCESSING 12/2018	133.00
	97369	111-3010-415.56-41	CITATION PROCESSING 1/2019	76.00
	98350	111-3010-415.56-41	CITATION PROCESSING 2/2019	143.00
				<b>\$352.00</b>
DAVID VALDOVINOS	71288/71288	111-6060-466.33-20	CONTRACT INSTRUCTOR	22.40
	71517/71517	111-6060-466.33-20	CONTRACT INSTRUCTOR	22.40
	71760/72087	111-6060-466.33-20	CONTRACT INSTRUCTOR	112.00
	71878/72058	111-6060-466.33-20	CONTRACT INSTRUCTOR	156.80
				<b>\$313.60</b>
DAY WIRELESS SYSTEMS	236641-00	111-7010-421.56-41	PD RADIO ANTENNA	213.06
	472870	111-7010-421.56-41	PD RADIO REPAIR 10/2018	307.13
	477627	111-7010-421.56-41	PD RADIO REPROGRAM 12/18	450.00
	481827	111-7010-421.56-41	PD VEHICLE ANTENNA	1,159.27
				<b>\$2,129.46</b>
DELTA DENTAL INSURANCE COMPANY	BE003300405	802-0000-217.50-20	DENTAL PREMIUM 4/2019	2,586.60
	BE003302575	802-0000-217.50-20	DENTAL PPO 4/2019	9,403.18
				<b>\$11,989.78</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	2/2019	111-7065-441.56-41	ANIMAL CARE 2/2019	9,622.19
				<b>\$9,622.19</b>
DIONICIO SALAZAR	1	111-6065-451.57-46	P&R SENIOR DANCE DJ	100.00
				<b>\$100.00</b>
ESTELA RAMIREZ	71734/72128	111-6060-466.33-20	CONTRACT INSTRUCTOR	332.80
				<b>\$332.80</b>
EXPERT ROOTER	096868	111-8023-451.43-10	REC CENTER PLUMBING SRVCS	90.00
				<b>\$90.00</b>
EXPRESS TRANSPORTATION SERVICES LLC	HPE03312019	111-0000-362.20-15	HP EXPRES VEHC LSE 3/2019	-500.00
	HPE03312019	219-0000-340.30-00	HP EXPRESS FARES 3/2019	-6,014.96
	HPE03312019	219-0000-362.20-10	HP EXPRES PROP LSE 3/2019	-2,000.00
	HPE03312019	219-8085-431.56-43	HP EXPRESS 3/2019	28,024.53
	DAR04012019	219-8085-431.56-45	HP DIAL A RIDE 4/2019	59,620.00
	HPE03312019	220-8085-431.56-43	HP EXPRESS 3/2019	32,476.54
	HPE03312019	222-8010-431.56-43	HP EXPRESS 3/2019	28,024.53
				<b>\$139,630.64</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-16-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
FEDEX	6-505-51435	111-7010-421.61-20	PD SHIPPING SERVICES	22.84
				<b>\$22.84</b>
FROM LOT TO SPOT	201907	152-6010-451.73-10	COMM OUTREACH HP GREENWAY	2,900.00
				<b>\$2,900.00</b>
GERMAN ROMERO	HP050006797	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				<b>\$145.00</b>
GONZALEZ ELOY	HP05008435	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				<b>\$145.00</b>
GORDON DEBRA L	HP030011627	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				<b>\$145.00</b>
GRAFFITI PROTECTIVE COATINGS INC.	1005-0219	111-8095-431.56-75	GRAFFITI SRVC 2/2019	32,350.00
				<b>\$32,350.00</b>
GRAINGER	9107682933	535-8090-452.61-20	PW FACE RESPIRATORS	515.90
	9111952546	741-8060-431.43-20	FLEET TOOL KIT	27.76
	9114686299	741-8060-431.43-20	FLEET CLEANING SOLUTION	48.16
				<b>\$591.82</b>
HASA, INC.	632603	681-8030-461.41-00	HYPO SODIUM CHLORIDE	153.67
	632604	681-8030-461.41-00	HYPO SODIUM CHLORIDE	195.96
	633331	681-8030-461.41-00	HYDO SODIUM CHLORIDE	172.46
	633332	681-8030-461.41-00	HYDO SODIUM CHLORIDE	216.85
	633333	681-8030-461.41-00	HYDO SODIUM CHLORIDE	187.82
				<b>\$926.76</b>
HDS WHITE CAP CONSTRUCTION SUPPLY	10010266193	221-8010-431.61-21	CONCRETE FINISHING SUPPLY	738.85
				<b>\$738.85</b>
HECTOR G. MORENO LOREDO	71260/71499	111-6060-466.33-20	CONTRACT INSTRUCTOR	307.20
	71631/72045	111-6060-466.33-20	CONTRACT INSTRUCTOR	499.20
				<b>\$806.40</b>
HERRERA ROSA ELENA	HP030015604	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				<b>\$145.00</b>
HINDERLITER DE LLAMAS & ASSOCIATES	0030932-IN	111-9010-419.56-41	AUDIT SRVCS SALES TAX Q3	1,872.77
				<b>\$1,872.77</b>
HUERTA VICTOR CESAR	HP020004832	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				<b>\$145.00</b>
INFRASTRUCTURE ENGINEERS	23853	111-8010-431.76-01	VARIOUS ST IMPROV PROJ	65,300.25
	23915	111-8010-431.76-01	VARIOUS ST IMPROV PROJ	87,067.00
	23534	222-8010-431.73-10	CONSTRUCTION MGMT & INSPECT SRVC	5,184.40
				<b>\$157,551.65</b>
ISABEL ESCAMILLA	HP050007576	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				<b>\$145.00</b>
ISABEL RODRIGUEZ	71707/72156	111-0000-347.20-00	P&R YOUTH SPORTS REFUND	70.00
				<b>\$70.00</b>
JDS TANK TESTING & REPAIR INC	12953	741-8060-431.43-20	MONTHLY TANK TESTING 3/2019	135.00
				<b>\$135.00</b>
JOSE LUIS IRIARTE	5	741-8060-431.15-25	BOOT REIMBURSEMENT	146.84
				<b>\$146.84</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-16-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JTB SUPPLY COMPANY INC	105600	221-8014-429.61-20	TRAFFIC SIGNAL COMPONENTS	1,946.30
				<b>\$1,946.30</b>
JUAN CARLOS DIAZ	71588/72155	111-0000-347.20-00	P&R YOUTH SPORTS REFUND	50.00
				<b>\$50.00</b>
JULIO QUINONEZ	010085213486	111-8020-431.15-25	BOOT REIMBURSEMENT	20.00
	010085213486	111-8022-419.15-25	BOOT REIMBURSEMENT	60.00
	010085213486	111-8023-451.15-25	BOOT REIMBURSEMENT	60.00
	010085213486	111-8024-421.15-25	BOOT REIMBURSEMENT	60.00
				<b>\$200.00</b>
KLIMT CONSULTING, LLC	8	242-0260-463.5641	ADMIN HOME CDBG LEAD PROG	4,478.75
	8	239-0260-463.56-41	ADMIN HOME CDBG LEAD PROG	4,035.00
	8	246-0298-463.56-41	ADMIN HOME CDBG LEAD PROG	3,780.00
				<b>\$12,293.75</b>
KONICA MINOLTA BUSINESS SOLUTIONS	257244346	111-0110-411.43-05	COUNCIL COPIER LSE 2/2019	105.22
	257936130	111-0110-411.43-05	COUNCIL COPIER LSE 3/2019	105.22
	257244346	111-0210-413.43-05	ADMIN COPIER LSE 2/2019	105.22
	257936130	111-0210-413.43-05	ADMIN COPIER LSE 3/2019	105.22
	256142250	111-7010-421.44-10	PD COPIER LS 10/1-12/2018	704.82
	257244071	111-7010-421.44-10	PD COPIER LSE 2/2019	210.44
	257244243	111-7010-421.44-10	PD COPIER LSE 2/2019	210.44
	257244347	111-7010-421.44-10	PD COPIER LSE 2/2019	66.64
	257244521	111-7010-421.44-10	PD COPIER LSE 2/2019	139.36
	257936060	111-7010-421.44-10	PD COPIER LSE 3/2019	139.36
	257936061	111-7010-421.44-10	PD COPIER LSE 1/1-3/31/19	49.06
	257936131	111-7010-421.44-10	PD COPIER LSE 3/2019	66.64
	257936133	111-7010-421.44-10	PD COPIER LSE 1/1-3/31/19	709.65
	257936196	111-7010-421.44-10	PD COPIER LSE 3/2019	210.44
	257936197	111-7010-421.44-10	PD COPIER LSE 3/2019	210.44
	257936199	111-7010-421.44-10	PD COPIER LSE 1/1-3/31/19	235.22
	257936200	111-7010-421.44-10	PD COPIER LSE 1/1-3/31/19	299.40
	254379541	111-7030-421.44-10	PD COPIER LSE 7/1-9/30/18	347.12
	257243981	111-7030-421.44-10	PD COPIER LSE 2/2019	298.91
	257936296	111-7030-421.44-10	PD COPIER LSE 3/2019	298.91
	257936297	111-7030-421.44-10	PD COPIER LSE 1/1-3/31/19	533.33
	257244344	111-7040-421.44-10	PD COPIER LSE 2/2019	379.63
	257244423	111-7040-421.44-10	PD COPIER LSE 2/2019	298.91
	257936051	111-7040-421.44-10	PD COPIER LSE 3/2019	298.91
	257936054	111-7040-421.44-10	PD COPIER LSE 1/1-3/31/19	159.50
	257936207	111-7040-421.44-10	PD COPIER LSE 3/2019	379.63
	257936209	111-7040-421.44-10	PD COPIER LSE 1/1-3/31/19	405.78
	257244246	111-9010-419.43-15	FINANCE COPIER LSE 2/2019	359.99
	257244339	111-9010-419.43-15	FINANCE COPIER LSE 2/2019	280.66
	257935588	111-9010-419.43-15	FINANCE COPIER LSE 3/2019	280.66
	257935590	111-9010-419.43-15	FINANCE COPIER LSE 1/1-3/31	188.97
	257936397	111-9010-419.43-15	FINANCE COPIER LSE 3/2019	359.99
	257936398	111-9010-419.43-15	FINANCE COPIER LS 1/1-3/31	304.30
				<b>\$8,847.99</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-16-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LACMTA	103495	219-8085-431.58-50	METRO TAP CARDS 2/2019	5,360.00
				<b>\$5,360.00</b>
LAN WAN ENTERPRISE, INC	63421	111-7022-421.61-24	PD COMPUTER UPGRADES	336.84
	63422	111-7022-421.61-24	PD PATROL COMPUTER UPGRADES	1,004.00
				<b>\$1,340.84</b>
LAWSON PRODUCTS, INC.	9306573871	741-8060-431.43-20	PW FLEET SHOP HARDWARE	214.57
				<b>\$214.57</b>
LB JOHNSON HARDWARE CO #1	100532	535-8090-452.61-20	BENCH INSTALLATION TOOLS	245.12
	100593	535-8090-452.61-20	BENCH CONCRETE SUPPLIES	212.23
	100620	535-8090-452.61-20	CORRIDOR PLANTER HARDWARE	102.59
	100770	535-8090-452.61-20	PW TOOLS & HARDWARE	171.36
	100932	535-8090-452.61-20	DRINKING FOUNTAIN SUPPLY	39.37
	100930	681-8030-461.43-30	PW ELECTRICAL SUPPLIES	36.91
				<b>\$807.58</b>
LEE ANDREWS GROUP, INC	2019090	111-0210-413.56-41	COMMUNITY OUTREACH	1,731.25
				<b>\$1,731.25</b>
LGP EQUIPMENT RENTALS INC	109035	221-8010-431.61-21	SIDEWALK REPAIR CONCRETE	411.99
				<b>\$411.99</b>
LIEBERT CASSIDY WHITMORE	1474529	111-0220-411.32-70	LEGAL SERVICES 2/28/2019	37.00
	1475497	111-0220-411.32-70	LEGAL SERVICES 2/28/2019	4,547.30
				<b>\$4,584.30</b>
LUCKY TOURS CHARTER INC	2316	219-8085-431.57-70	P&R FIELDTRIP TRANSPORT	650.00
	2319	219-8085-431.57-70	FAMILIES NATURE TRANSPORT	650.00
				<b>\$1,300.00</b>
LUIS ALBERTO SANCHEZ	HP010008785	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				<b>\$145.00</b>
MANAGED HEALTH NETWORK	PRM-033870	802-0000-217.50-60	HEALTH PREMIUM 3/2019	1,389.92
	PRM-036419	802-0000-217.50-60	HEALTH PREMIUM 4/2019	1,389.92
				<b>\$2,779.84</b>
MANUEL PRIETO	71194/71501	111-6060-466.33-20	CONTRACT INSTRUCTOR	364.80
	71836-72083	111-6060-466.33-20	CONTRACT INSTRUCTOR	364.80
				<b>\$729.60</b>
MARC R COHEN, MD, PROFESSIONAL CORP	2019-001	111-7022-421.56-41	PD MEDICAL PROGRAM	2,700.00
				<b>\$2,700.00</b>
MICKEY COHEN MOTORS	52	741-8060-431.43-20	PD MOTORCYCLE REPAIR	779.35
				<b>\$779.35</b>
NATIONAL READY MIXED CONCRETE CO.	682618	221-8010-431.61-21	SIDEWALK REPAIR CONCRETE	798.90
				<b>\$798.90</b>
NATIONWIDE ENVIRONMENTAL SERVICES	29973	111-8030-461.56-42	CATCH BASIN CLEAN 2/2019	15,743.52
				<b>\$15,743.52</b>
NORBERTO AYON	S0773R01	111-8010-431.15-20	TOOL REIMBURSEMENT	10.58
	S0773R01	111-8020-431.15-20	TOOL REIMBURSEMENT	10.58
	S0773R01	111-8022-419.15-20	TOOL REIMBURSEMENT	10.58
	S0773R01	111-8023-451.15-20	TOOL REIMBURSEMENT	10.58

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-16-2019**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description</b>	<b>Transaction Amount</b>
NORBERTO AYON	S0773R01	111-8024-421.15-20	TOOL REIMBURSEMENT	10.58
	S0773R01	221-8014-429.15-20	TOOL REIMBURSEMENT	21.15
	S0773R01	535-8016-431.15-20	TOOL REIMBURSEMENT	10.58
	S0773R01	681-8030-461.15-20	TOOL REIMBURSEMENT	21.14
				<b>\$105.77</b>
NORTH STAR LAND SCAPE LLC	1596-04	231-8010-415.56-41	LANDSCAPE SRVCS 3/2019	2,500.00
	1596-04	535-8090-452.56-60	LANDSCAPE SRVCS 3/2019	9,180.00
				<b>\$11,680.00</b>
O'REILLY AUTO PARTS	2959-490515	741-8060-431.43-20	PW FLEET SPARK PLUGS	227.98
				<b>\$227.98</b>
OCEAN BLUE ENVIRONMENTAL SERVICES	31330	283-8040-432.56-41	SEWER CLEAN UP 2/2019	818.00
				<b>\$818.00</b>
OEM AUTO PAINT SUPPLIES	118589	535-8090-452.61-20	PARK BENCHES PAINT	428.85
				<b>\$428.85</b>
OLVERA KAREN	HP030007909	111-0000-351.10-10	PARKING CITATION REFUND	144.00
	HP030012716	111-0000-351.10-10	PARKING CITATION REFUND	145.00
	HP030014213	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				<b>\$434.00</b>
ORTIZ DIANA	HP030005268	111-0000-351.10-10	PARKING CITATION REFUND	144.00
				<b>\$144.00</b>
PARAMOUNT ICELAND INC.	71713/71785	111-6060-466.33-20	CONTRACT INSTRUCTOR	127.20
				<b>\$127.20</b>
PATRICIA SERRANO	71893/72216	111-0000-347.20-00	P&R YOUTH SPORTS REFUND	130.00
				<b>\$130.00</b>
PETER ALBERT	HP050004717	111-0000-351.10-10	PARKING CITATION REFUND	144.00
				<b>\$144.00</b>
PRO FORCE LAW ENFORCEMENT	366290	111-7010-421.74-10	BULLET PROOF VESTS	710.32
	372495	227-7116-421.74-10	PD TASER EQUIPMENT	6,953.26
	366290	233-7010-421.74-10	BULLET PROOF VESTS	710.33
				<b>\$8,373.91</b>
PRUDENTIAL OVERALL SUPPLY	52226998	111-6020-451.56-41	P&R MAT CLEANING SRVC	132.81
	52231427	111-6020-451.56-41	P&R MAT CLEANING SRVC	132.81
	52235812	111-6020-451.56-41	P&R MAT CLEANING SRVC	132.81
	52232246	111-7010-421.56-41	PD MAT CLEANING SRVC	21.28
				<b>\$419.71</b>
PSYCHOLOGICAL CONSULTING ASSOC, INC	523613	111-7022-421.56-41	PD EMPLOYEE EVALUATIONS	400.00
				<b>\$400.00</b>
RICOH AMERICAS CORP	62895994	111-6020-451.56-41	P&R COPIER LSE 4/2019	225.32
				<b>\$225.32</b>
RICOH USA, INC.	5056166942	111-6020-451.56-41	P&R COPIER LSE 3/19-4/18	112.49
				<b>\$112.49</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-16-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
S & S WORLDWIDE, INC.	IN100044700	111-6020-451.61-35	P&R AFTERSCHOOL SUPPLIES	551.98
	IN100055719	111-6020-451.61-35	P&R AFTERSCHOOL SUPPLIES	648.44
	IN100057844	111-6020-451.61-35	P&R AFTERSCHOOL SUPPLIES	169.08
	IN100057892	111-6020-451.61-35	P&R AFTERSCHOOL SUPPLIES	142.34
	IN100062784	111-6020-451.61-35	P&R AFTERSCHOOL SUPPLIES	477.15
				<b>\$1,988.99</b>
SALVADOR PEREZ-JIMENEZ	3663	111-8010-431.15-25	BOOT REIMBURSEMENT	19.71
	3663	111-8020-431.15-25	BOOT REIMBURSEMENT	19.71
	3663	220-8010-431.15-25	BOOT REIMBURSEMENT	9.85
	3663	221-8010-431.15-25	BOOT REIMBURSEMENT	49.27
	3663	221-8012-429.15-25	BOOT REIMBURSEMENT	98.54
				<b>\$197.08</b>
SAN DIEGO POLICE EQUIPMENT CO.	636982	225-7120-421.74-10	PD AMMUNITION CONVRSN KIT	4,213.56
	636982	225-7120-421.74-10	PD SIMUNITION CONV KITS	28.86
				<b>\$4,242.42</b>
SANCHEZ AWARDS	1523	111-0110-411.61-20	COUNCIL RECOGNITION PLAQUES	126.79
				<b>\$126.79</b>
SFG RETIREMENT PLAN CONSULTING, LLC	181	111-0210-413.56-41	PROFESSIONAL SRVCS 1/2019	1,000.00
	190	111-0210-413.56-41	PROFESSIONAL SRVCS 2/2019	1,000.00
				<b>\$2,000.00</b>
SMART & FINAL	045161	111-6060-466.61-20	P&R AFTER SCHOOL SUPPLIES	86.09
	032659	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	80.79
				<b>\$166.88</b>
SOURCE ONE OFFICE PRODUCTS, INC.	WO-40628-1	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	33.92
				<b>\$33.92</b>
SOUTHERN CALIFORNIA EDISON	1/31-3/7/2019	111-8022-419.62-10	ELECTRICAL VARIOUS LOCATIONS	1,147.29
	2/21-3/22/2019	111-8022-419.62-10	ELECTRICAL VARIOUS LOCATIONS	1,547.44
	1/31-3/7/2019	111-8023-451.62-10	ELECTRICAL VARIOUS LOCATIONS	4,736.52
	2/15-3/19/2019	535-8016-431.62-10	ELECTRICAL VARIOUS LOCATIONS	423.77
	2/26-3/27/2019	535-8016-431.62-10	ELECTRICAL 3220 OLIVE	32.56
	1/31-3/7/2019	681-8030-461.62-20	ELECTRICAL VARIOUS LOCATIONS	12,477.81
				<b>\$20,365.39</b>
SOUTHERN CALIFORNIA NEWS GROUP	0011220513	111-1010-411.54-00	CLERK PUBLICATIONS	1,305.19
	0011239488	111-8080-431.54-00	PW OPEN BID PUBLICATION	172.67
				<b>\$1,477.86</b>
SPARKLETTS	15142085 032819	111-0110-411.66-05	COUNCIL WATER SRVC 3/5-3/26/19	95.06
	15142085 032819	111-0210-413.61-20	CM ADMIN WATER SRVC 3/5-3/26/19	95.07
	15142085 032819	111-1010-411.61-20	CITY CLERK WATER SRVC 3/5-3/26/19	22.19
	15142085 032819	111-2030-413.61-20	HR WATER SRVC 3/5-3/26/19	20.59
	15142085 032819	111-3010-415.61-20	FINANCE WATER SRVC 3/5-3/26/19	52.15
	15142085 032819	111-5010-419.61-20	COMM DEV WATER SRVC 3/5-3/26/19	30.20
	15142085 032819	111-5055-419.61-20	CODE ENFORCEMENT WATER 3/5-3/26/19	30.20
	15142085 032819	111-6010-451.56-41	P&R WATER SRVC 3/5-3/26/19	42.65
	15142085 032819	111-8020-431.61-20	PW ADMIN WATER 3/5-3/26/19	80.12
	15142085 032819	111-8080-431.61-20	PW ENGINEERING 3/5-3/26/19	30.20
				<b>\$498.43</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-16-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STANDARD INSURANCE COMPANY	APRIL2019	802-0000-217.50-70	LIFE INSURANCE 4/2019	1,644.53
				<b>\$1,644.53</b>
STAR2STAR COMMUNICATIONS LLC	SUBC00001987	111-9010-419.53-10	VOIP SERVICES 2/3-3/2/19	11,000.00
				<b>\$11,000.00</b>
SUPERION, LLC	227975	111-8020-431.61-20	PW PROJ MGMT MOBILE APP	192.00
	227975	221-8012-429.61-20	PW PROJ MGMT MOBILE APP	192.00
	227975	221-8014-429.61-20	PW PROJ MGMT MOBILE APP	192.00
	227975	681-8030-461.61-20	PW PROJ MGMT MOBILE APP	192.00
	227975	741-8060-431.61-20	PW PROJ MGMT MOBILE APP	192.00
				<b>\$960.00</b>
T2 SYSTEMS CANADA INC.	IRIS0000052800	231-8010-415.56-41	PARKING STATION SOFTWARE	2,250.00
				<b>\$2,250.00</b>
THE CASTANON LAW GROUP	3/18-4/2/2019	111-2030-413.32-30	LEGAL SERVICE	7,097.50
				<b>\$7,097.50</b>
U.S. HEALTH WORKS	3484959-CA	111-2030-413.56-41	MEDICAL SERVICES	294.50
	3486669-CA	111-2030-413.56-41	MEDICAL SERVICES	479.50
				<b>\$774.00</b>
ULINE	106701974	221-8014-429.61-20	PW SAFETY GLOVES PURCHASE	292.73
	106806375	287-8057-432.61-20	PW OIL EVENT TABLE PURCAS	570.12
				<b>\$862.85</b>
VALLEY ALARM	875030	111-8020-431.56-41	ALARM SRVCS 4/2019	665.34
	875030	111-8022-419.56-41	ALARM SRVCS 4/2019	665.33
	875030	111-8023-451.56-41	ALARM SRVCS 4/2019	665.33
				<b>\$1,996.00</b>
VARIDESK, LLC	IVC-2-795076	111-7010-421.61-20	PD STAND UP DESK	1,483.73
				<b>\$1,483.73</b>
VERONICA MARTINEZ	129	111-2030-413.61-20	ORAL INTERVIEW SUPPLIES	49.59
				<b>\$49.59</b>
VICTORIA LUCAS	3168322	111-0000-351.10-10	PARKING CITATION REFUND	30.00
	32030600	111-0000-351.10-10	PARKING CITATION REFUND	0.50
				<b>\$30.50</b>
VISION SERVICE PLAN-CA	APRIL2019	802-0000-217.50-30	VISION PREMIUM 4/2019	4,294.10
				<b>\$4,294.10</b>
VULCAN MATERIALS COMPANY	72127813	221-8010-431.61-21	CITYWIDE POTHOLE ASPHALT	320.42
	72127814	221-8010-431.61-21	CITYWIDE POTHOLE ASPHALT	166.14
	72130845	221-8010-431.61-21	CITYWIDE POTHOLE ASPHALT	85.41
	72133206	221-8010-431.61-21	CITYWIDE POTHOLE ASPHALT	326.01
	72136154	221-8010-431.61-21	CITYWIDE POTHOLE ASPHALT	829.08
	72138638	221-8010-431.61-21	CITYWIDE POTHOLE ASPHALT	126.18
				<b>\$1,853.24</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S112580098.001	111-8023-451.43-10	ELECTRICL SUPPLY-GYM LAMP	274.61
	S112580098.002	111-8023-451.43-10	ELECTRICL SUPPLY-DIFFUSER	350.31
	S112580098.003	111-8023-451.43-10	ELECTRICL PART-SCOREBOARD	85.86
	S112580098.004	111-8023-451.43-10	ELECTRICL SUPPLY	-175.16

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-16-2019**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description</b>	<b>Transaction Amount</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S112637272.001	111-8023-451.43-10	ELECTRICAL SUPPLY-BREAKERS	126.21
	S112644225.001	111-8023-451.43-10	ELECTRICAL SUPPLY-CABLE	190.92
	S112761819.001	681-8030-461.43-30	ELECTRICAL SUPPLIES FOR WELL	479.75
				<b>\$1,332.50</b>
WILLDAN FINANCIAL SERVICES	010-40828	111-9010-419.56-41	SPECIAL TAX ADMIN 4/2019-6/2019	2,118.39
				<b>\$2,118.39</b>
XEROX CORPORATION	096530600	111-8020-431.43-05	PW COPIER LSE 2/21-3/21	92.99
	096530600	285-8050-432.43-05	PW COPIER LSE 2/21-3/21	92.99
	096530600	681-8030-461.43-05	PW COPIER LSE 2/21-3/21	92.99
				<b>\$278.97</b>
YASMIN CRUZ	71210/71730	111-6060-466.33-20	CONTRACT INSTRUCTOR	456.00
				<b>\$456.00</b>
				<b>\$1,104,495.34</b>



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

April 16, 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 FIRST AMENDMENT TO CITY MANAGER AGREEMENT**

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

1. Approve first amendment to City Manager employment agreement; and
2. Authorize Mayor to execute the first amendment to the agreement.

### **BACKGROUND**

Mr. Ricardo Reyes was hired by the City to serve as City Manager on July 4, 2018. Because Mr. Reyes' date of employment falls under the CalPERS California Public Employees' Pension Reform Act of 2013 (PEPRA), the City is not allowed to pay the employee share of CalPERS. Therefore, the First Amendment to the City Manager contract redirects the City's 9% of base salary payment detailed in the contract to a qualified deferred compensation plan of the City. The 9% payment will be effective as of the date of the original City Manager contract.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact associated with this first amendment to Mr. Reyes' employment contract, as the 9% was included in the current year operating budget.

### **CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO CITY MANAGER AGREEMENT**

April 16, 2019

Page 2 of 2

Respectfully submitted,



Arnold M. Alvarez-Glasman  
City Attorney

**ATTACHMENT(S)**

A. First Amendment to Employment Agreement

# ATTACHMENT "A"



2019

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
RICARDO REYES AND THE CITY OF HUNTINGTON PARK**

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RICARDO REYES AND THE CITY OF HUNTINGTON PARK ("First Amendment") is entered into on the 16<sup>th</sup> day of April, 2019, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation, hereinafter referred to as "City" and RICARDO REYES, hereinafter referred to as "Employee", amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT FOR CITY MANAGER - CITY OF HUNTINGTON PARK ("Agreement") effective July 4, 2018. This First Amendment becomes effective retroactive to July 4, 2018.

**I. RECITALS**

- A. Effective July 4, 2018, City and Employee entered into an Employment Agreement whereby Employee was appointed to the position of City Manager.
- B. All terms and conditions of employment contained in the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

**NOW, THEREFORE,** City and Employee agree as follows:

**II. AMENDMENT TO AGREEMENT**

The following Section to the Agreement is amended to read as follows:

- (a) Section 2.b. of the Agreement (Compensation and Benefits) is amended as follows:
  - b. The City shall provide REYES with his choice of medical, dental, vision, long term disability and life insurance plans as provided to all other City employees. The City will pay its share to the Public Employees Retirement System (CalPERS) fund under the corresponding formula designated by CalPERS. As an additional benefit provided to REYES, the City shall contribute to and pay, in an amount equal to 9% of REYES' base salary, to a qualified deferred compensation plan of the City. Such payments will be made at the same time(s) REYES is paid his salary in accordance with his employment with the City.

**III. ALL OTHER TERMS AS SET FORTH IN THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

This First Amendment integrates all terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous understandings between the parties. Except as specifically set forth herein, all other terms of the Employment Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the Employment Agreement, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the City of Huntington Park (CITY) has caused this First Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Ricardo Reyes (EMPLOYEE) has signed and executed this FIRST AMENDMENT TO AGREEMENT FOR EMPLOYMENT FOR CITY MANAGER - THE CITY OF HUNTINGTON PARK, in triplicate, the day and year first written above.

**RICARDO REYES**

**CITY OF HUNTINGTON PARK:**

\_\_\_\_\_  
Ricardo Reyes

\_\_\_\_\_  
Karina Macias, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Donna Schwartz, City Clerk

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



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

April 16, 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 AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES**

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

1. Approve the Amended and Restated Employment Agreement for the Director of Finance & Administrative Services; and
2. Authorize City Manager Mayor to execute the Agreement.

### **BACKGROUND**

Ms. Nita McKay was hired by the City to serve as the City's Director of Finance on February 13, 2018. After her date of hire, Ms. McKay's duties and responsibilities were expanded to oversee Human Resources department activities. This assignment has resulted in an efficiency of city operations and cost reductions due to salary savings. In her public agency career, Ms. McKay has demonstrated experience in the operation of administrative services and human resources functions.

### **FISCAL IMPACT/FINANCING**

There is an annual fiscal impact of salary increase of \$11,620 associated with this amended and restated employment contract, as a result of the new responsibilities. The increase is included in the Fiscal Year 2018-19 Budget. However, this increase is substantially lower than when the City was paying salaries for two different positions, the Director of Finance and the Director of Human Resources. The annual savings is approximately \$160,000.

**CONSIDERATION AND APPROVAL OF AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES**

April 16, 2019

Page 2 of 2

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Arnold M. Alvarez-Glasman".

Arnold M. Alvarez-Glasman  
City Attorney

**ATTACHMENT(S)**

A. Amended and Restated Employment Agreement

# ATTACHMENT "A"



**2019**

**EMPLOYMENT AGREEMENT**

**(Amended and Restated)**

**(Engagement: Director of Finance & Administrative Services)**

**(Parties: City of Huntington Park and Nita McKay)**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this **16<sup>th</sup> day of April, 2019**, by and between the CITY OF HUNTINGTON PARK ("CITY"), a California municipal corporation, and Nita McKay ("DIRECTOR" and sometimes referred to herein as "Employee"), an individual. For the purposes of this Agreement CITY and DIRECTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or DIRECTOR interchangeably. This Agreement sets forth all terms and conditions of employment concerning the employment of Nita McKay to the position of Director of Finance & Administrative Services for the City of Huntington Park, California.

**RECITALS**

WHEREAS, CITY desires to employ the services of Nita McKay as Director of Finance & Administrative Services ("DIRECTOR") of CITY and subject to the terms, conditions, and benefits set forth in this Agreement; and

WHEREAS, the City Council of the City of Huntington Park (the "Council") and DIRECTOR believe that an agreement negotiated between the City Council, on behalf of the City, and DIRECTOR can be mutually beneficial to the City, DIRECTOR, and the community they serve; and

WHEREAS, the Council and DIRECTOR believe an agreement will enhance the excellence and continuity of the management of the City's Departments of Finance and Human Resources for the benefit of its residents; and

WHEREAS, the City now desires to employ the services of DIRECTOR pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, DIRECTOR has agreed to accept and continue her employment with the City, subject to the terms, conditions and provisions of this Agreement; and

WHEREAS, in accordance with the City of Huntington Park Municipal Code, both parties now desire to set forth the terms, conditions, and provisions of the employment relationship between City and DIRECTOR.

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

### **OPERATIVE PROVISIONS**

#### **1. Position, Duties and Term.**

**1.1 Position.** DIRECTOR accepts continued employment with CITY as its Director of Finance & Administrative Services and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement.

**1.2 Period of Employment/Commencement Date.** DIRECTOR's employment with CITY shall be "at-will" pursuant to the provisions of Government Code section 36506. DIRECTOR's employment shall be subject to the provisions of this Agreement and provisions applicable to the office contained in the CITY's Municipal Code and the City's personnel rules, policies, regulations and procedures, as it may be amended from time to time. The Date for DIRECTOR's commencement to serve as Director of Finance & Administrative Services shall be July 4, 2018.

**1.3 At-Will.** DIRECTOR acknowledges that she is an at-will employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of her service hereunder. To the extent they conflict with her at-will status, the terms of the CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, CITY's Personnel Policies, as they may be amended or supplemented from time to time, shall apply to DIRECTOR, and nothing in this Agreement is intended to, or does, confer upon DIRECTOR any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate her employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of DIRECTOR as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of DIRECTOR to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement.

**1.4 Duties.** DIRECTOR shall serve as the Director of Finance & Administrative Services and shall be vested with the powers, duties and responsibilities as set forth in the job description attached to this Agreement and as defined by the City Manager, the terms of which are incorporated herein by reference, as may be amended from time to time. DIRECTOR shall provide service at the direction and under the supervision of the City Manager and City Council. It is the intent of the Parties that the Director of Finance shall keep the City Manager and City Council fully apprised of all significant ongoing operations of CITY. To that end, DIRECTOR shall report directly to the City Manager and will periodically, or as may be otherwise specifically requested by the City Council, provide oral or written status reports to the City Council on her activities and those of CITY.

DIRECTOR's duties as Director of Finance & Administrative Services shall include, but are not limited to:

- a. Attending all meetings of the City Council, including regular and special meetings, unless excused by the City Manager. The Director of Finance & Administrative Services shall receive notice of all regular and special meetings of the City Council, and accept requests for occasional meetings with City Council member(s);
- b. Prepare agenda documents and staff reports for any regular or special meetings of the City Council pertaining to her Departments;
- c. Directing the work of all Departments of Finance and Human Resources employees and endeavor to implement changes that the Director of Finance & Administrative Services believes will result in greater efficiency, economy, or improved public service in the provision of CITY services;
- d. Recommending to the City Council from time to time the adoption of such measures as the Director of Finance & Administrative Services may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;
- e. Conducting research in administrative practices for the Departments of Finance and Human Resources in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long range plans to improve CITY operations and prepare for future CITY growth and development;
- f. Providing management training and developing leadership qualities among staff as necessary to foster a team that can plan for and meet future challenges and changes;
- g. Providing support of CITY government in emergencies as authorized by the CITY's Municipal Code and California law; and
- h. Participating in and involvement with local, regional, and statewide professional organizations beneficial to the CITY.

It is the intent of the City Council that the Director of Finance & Administrative Services will function as the Director of the CITY's Departments of Finance and Human Resources. DIRECTOR shall provide such other services as are customary and appropriate to the position of Director of Finance & Administrative Services, together with such additional services assigned from time to time by the City Council or City Manager as may be consistent with California law and the CITY's Municipal Code and policies. DIRECTOR shall devote her best efforts and attention to the performance of these duties.

Notwithstanding DIRECTOR's duties as Director of Finance & Administrative Services, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

**1.5 Hours of Work.** DIRECTOR shall devote the time necessary to adequately perform her duties as Director of Finance & Administrative Services during the term of employment. DIRECTOR shall make herself available by telephone at all times to the City Manager, City Council, CITY staff and members of the community. The position of Director of Finance & Administrative Services shall be deemed an exempt position under state and federal wage and hour laws. DIRECTOR shall not be entitled to any compensation for overtime.

**1.6 Other Activity.** In accordance with Government Code section 1126, during the period of her employment, DIRECTOR shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of DIRECTOR's duties as Director of Finance & Administrative Services.

**1.7 Term.** DIRECTOR's term of employment as Director of Finance & Administrative Services shall commence on July 4, 2018 and expire on February 14, 2023 (referred hereinafter as the "Term") and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time as determined by the City Council.

## **2. Compensation and Benefits.**

Effective for the duration the time periods covered by this agreement, City agrees to compensate DIRECTOR at an annual salary of \$177,620. DIRECTOR will not be entitled to any additional compensation including overtime compensation. However, DIRECTOR shall receive all benefits afforded to Department Heads in current City service; including without limitation vacation time, sick leave or other leave time, and any post-employment benefits to which the DIRECTOR shall be eligible. DIRECTOR shall receive annual increases in benefits to the same rate/amount as received by other Department Heads. (Or as stated in the Non-Represented Employees Compensation and Benefit Plan).

In addition to the above-stated salary, DIRECTOR shall receive the following benefits:

- a. The City shall provide a cellular telephone for official use only during DIRECTOR's tenure under this Agreement.
- b. The City shall provide DIRECTOR with her choice of medical, dental,

vision, long-term disability and life insurance plans as provided to all other City employees. The City is to provide DIRECTOR with the Public Employees Retirement System (CalPERS) benefit to the corresponding formula designated by CalPERS.

- c. DIRECTOR shall be entitled to receive forty (40) hours per year of administrative leave. If this Agreement is extended to an additional year(s), any remaining administrative leave shall not carry forward to the following year(s).
- d. DIRECTOR shall be entitled to eight (8) hours of sick leave for every month of employment. In the last pay period of each fiscal year, one-half (50%) of the employee's unused accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the employee's regular rate of pay in effect on June 30th.

### **3. Taxes.**

DIRECTOR shall be responsible for her federal, state, local or other taxes resulting from any compensation or benefits provided to her by the City under this Agreement. The City may withhold all federal, state, local or other taxes as may be required pursuant to law or governmental regulation or ruling from any compensation or benefits provided under this Agreement. The City shall not be liable (except in cases of City's errors or omissions) for any state or federal tax consequences to Employee, to any designated beneficiary hereunder, and/or to the heirs, administrators, executors, successors, and assigns of Employee. Employee shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold the City harmless from such tax consequences.

### **4. Termination.**

#### **4.1 Termination by City for Convenience.**

(a) Except as otherwise provided under Subsection (b) of this Section below, CITY may terminate DIRECTOR at any time for convenience and without cause, by providing DIRECTOR thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place DIRECTOR on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss DIRECTOR notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment" shall be an amount equal to six (6) months base salary or for the remainder of this agreement whichever is less, less any and all applicable or legally required deductions. DIRECTOR shall also receive all applicable accrued vacation and/or

sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment."

(b) Within ninety (90) calendar days of the swearing-in of a newly elected or appointed City Councilmember, CITY may not act to terminate DIRECTOR for convenience as authorized under Subsection (a) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (b), shall preclude CITY from terminating DIRECTOR's employment for cause at any time as provided elsewhere under Section 4 of this Agreement.

**4.2 Termination by Employee.** DIRECTOR may terminate her employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make DIRECTOR's termination effective upon any date preceding the 30-day notice period, provided CITY pays DIRECTOR all compensation due and owing her through the last day actually worked, plus an amount equal to the Base Salary DIRECTOR would have earned through the balance of the thirty (30) day notice period. DIRECTOR shall not receive a "severance payment" in the event she terminates her employment with CITY pursuant to this Section 4.

**4.3 Termination for Cause by City.** CITY may immediately terminate DIRECTOR's employment with CITY and this Agreement at any time by providing DIRECTOR written notice of her termination for cause. No "severance payment" shall be paid in the event DIRECTOR's employment is terminated for cause, except that CITY shall pay DIRECTOR for her accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (i) theft or attempted theft; (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or on CITY time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; and/or (vi) unauthorized absences. DIRECTOR expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY's Employment Policies. DIRECTOR also expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

**4.4 Termination Obligation.** DIRECTOR agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or

prepared by her incident to her employment are the property of CITY and shall be returned promptly to CITY upon termination of DIRECTOR'S employment. DIRECTOR'S obligations under this subsection shall survive the termination of her employment and the expiration or early termination of this Agreement.

**4.5 Benefits upon Termination.** All benefits to which DIRECTOR is entitled under this Agreement shall cease upon DIRECTOR's termination in accordance with this Section 4 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to DIRECTOR, or unless otherwise required by law.

**4.6 Cessation of Work Due to Non-Permanent Illness or Injury.** In addition to any right of termination set forth under Sections 4.1, above, CITY reserves the right to terminate DIRECTOR's employment along with this Agreement if DIRECTOR ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment and Housing Act; and (iii) where the cessation of work continues beyond a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

**4.7 Disability.** In addition to any right of termination set forth under Section 4.1, above, CITY reserves the right to terminate DIRECTOR's employment along with this Agreement after DIRECTOR suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of DIRECTOR's essential job duties, unless reasonable accommodation can be made to allow DIRECTOR to continue working. The foregoing notwithstanding, CITY may terminate DIRECTOR if the disability poses a direct threat to CITY, DIRECTOR or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat.

**4.8 Illness, Injury or Disability Arising Out of the Course of Employment.** In the event DIRECTOR suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate DIRECTOR solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and the California Fair Employment and Housing Act. Further, DIRECTOR'S exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

**4.9 Medical Examination.** DIRECTOR agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the CITY, in the event a decision must be made under Sections 4.6 through 4.8. CITY and DIRECTOR shall receive a copy of all medical reports related to the examination.

**4.10 Death of Employee.** This Agreement along with DIRECTOR'S

employment shall terminate automatically upon DIRECTOR's death.

**5. Annual Evaluation.**

At a time agreed upon by the City Manager and DIRECTOR, the City Manager will annually review and evaluate the performance of DIRECTOR of Finance & Administrative Services and may use an experienced professional outside facilitator mutually agreed upon by the City Council and DIRECTOR to do so. The purpose of the review shall be to provide DIRECTOR with feedback on her performance, including the performance of the duties set forth in Section 1.4 above, progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs, and to identify areas requiring improvement and how such improvement may be accomplished. In conducting the performance evaluation and considering adjustments to DIRECTOR's compensation, the City Council may consider, among other things, DIRECTOR's:

- a. overall performance as Director of Finance & Administrative Services, including leadership and management skills;
- b. professional ethics;
- c. progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs;
- d. involvement in local, regional, and statewide organizations beneficial to the CITY;
- e. the financial feasibility or desirability of authorizing any proposed adjustment to compensation in light of current and/or projected economic conditions, including whether the CITY is operating with a balanced budget;
- f. prevailing job market conditions and compensation trends; and
- g. such other factors as the City Manager may find relevant.

The City Council shall at all times retain discretion to agree to or deny any proposed increase to DIRECTOR's compensation terms, notwithstanding the findings or determinations of any performance review. Failure of CITY to provide a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 4 [Termination].

**6. Business Expenses.**

The CITY shall reimburse DIRECTOR for all reasonable CITY related business expenses incurred by her in accordance with submittal, processing, and payment policies of the CITY.

**7. Professional Membership and Training Expenses.**

Upon obtaining prior consent from the City Council, CITY shall reimburse DIRECTOR for reasonable expenses associated with DIRECTOR's membership, training, and travel to participate in local, regional, and statewide organizations beneficial to the CITY. Training that requires out-of-state travel, will be considered on a case by case basis.

**8. Business Related Equipment.**

(a) CITY CELL PHONE AND IPAD. CITY shall provide DIRECTOR with a CITY-owned cellular phone, laptop or Apple iPad and requisite service plan for both, at no cost to DIRECTOR, in so far as such CITY-provided equipment is necessary for the performance of CITY related business and is, in fact, used exclusively for CITY business. DIRECTOR shall return the cellular phone and the laptop or iPad to the CITY upon the expiration or termination of this Agreement or upon request by the City Council. CITY shall have the right to inspect all equipment usage bills and demand compensation for any charges incurred in violation of this Agreement.

(b) PERSONAL CELLULAR PHONE. DIRECTOR acknowledges that, as of the Effective Date, she possesses a personal cellular phone and plan for her personal use and shall maintain such personal cellular phone and plan for the duration of this Agreement to ensure that usage of the CITY-provided cellular phone is strictly for CITY-related business.

(c) CELLULAR PHONE AND IPAD USE. DIRECTOR shall at all times follow applicable state or federal laws or regulations regarding the use of the CITY provided laptop or iPad and cellular telephone and will be subject to the CITY's usage policies for such equipment.

(d) PRIVACY. All the documents and information contained in, or transmitted from the CITY-provided cellular phone and laptop or iPad, including but not limited to text messages, voicemail messages, electronic mail messages and electronically stored documents, are the property of the CITY and may be accessed by the CITY at any time without notice to DIRECTOR. DIRECTOR understands and acknowledges that she has no right to privacy when using the CITY provided cellular phone or iPad.

**9. Proprietary Information.**

"Proprietary Information" means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formula, data, know-how, software and other

computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During her employment by CITY, DIRECTOR shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this Agreement. Following termination, DIRECTOR shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. DIRECTOR obligations under this Section shall survive the termination of her employment and the expiration of this Agreement.

**10. Conflict of Interest.**

DIRECTOR shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager. DIRECTOR shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the City's Municipal Code, and any other conflict of interest regulations applicable to DIRECTOR employment with the City. For and during the Term of this Agreement and any extension term, DIRECTOR further agrees that except for a personal residence or residential property acquired or held for future use as her personal residence, DIRECTOR will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager.

**GENERAL PROVISIONS**

**11. Notices.**

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in DIRECTOR personnel file. DIRECTOR agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Huntington Park  
6550 Miles Avenue  
Huntington Park, California 90255  
Attn: Mayor and City Clerk

Director of Finance & Administrative Services' Address: [Deliver to last updated

address in personnel file]

**12. Indemnification.**

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq.) CITY will indemnify, defend, and hold DIRECTOR harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension term. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, the City shall have no duty to indemnify, defend, or hold DIRECTOR harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by her.

**13. Bonding.**

CITY shall bear the full cost of any fidelity or other bonds required of the Director of Finance & Administrative Services under any laws or ordinance.

**14. Entire Agreement.**

This Agreement is intended to be the final, complete, and exclusive statement of the terms of DIRECTOR employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of DIRECTOR, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to DIRECTOR and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2 above, DIRECTOR shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

**15. Amendments.**

This Agreement may not be amended except in a written document signed by DIRECTOR, approved by CITY and signed by City Attorney.

**16. Waiver.**

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

**17. Assignment.**

DIRECTOR shall not assign any rights or obligations under this Agreement. CITY

may, upon prior written notice to DIRECTOR, assign its rights and obligations hereunder.

**18. Severability.**

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

**19. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Los Angeles County, California.

**20. Interpretation.**

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

**21. Acknowledgment.**

DIRECTOR acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and DIRECTOR has signed and executed this Agreement, as of the date first indicated above.

SIGNATURE PAGE TO FOLLOW

CITY OF HUNTINGTON PARK

EMPLOYEE/DIRECTOR

\_\_\_\_\_  
Ricardo Reyes, City Manager

\_\_\_\_\_  
Nita McKay

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

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

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

# CITY OF HUNTINGTON PARK

## City Council Meeting Agenda Tuesday, April 16, 2019

### REGULAR AGENDA

#### COUNCIL

#### 5. Council Appointment to Planning Commission

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

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



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

3                   **SECTION 1:** that the City of Huntington Park recognizes the importance of  
4 the 2020 Census and will develop and adopt a plan of action around ensuring a  
5 complete count of the residents of Southeast Los Angeles, which will include the  
6 following initiatives:

- 7                   1. The creation of a formal partnership with philanthropic partners, community-  
8 based organizations, Southeast Los Angeles Collaborative, County of Los  
9 Angeles, State of California, and the U.S. Census Bureau;
- 10                  2. The possibility of creating a Complete Count Committee composed of  
11 individuals and organizations from diverse sectors to work collaboratively on  
12 a campaign to mobilize the City of Huntington Park residents to be counted  
13 in Census 2020;
- 14                  3. The active participation of the City of Huntington Park in the Countywide  
15 Outreach Complete Count Committee to avoid duplication of efforts, identify  
16 gaps, and coordinate outreach.
- 17                  4. The possibility for the City of Huntington Park facilities to host Census  
18 Action Kiosks
- 19                  5. The potential of working with the County of Los Angeles to train and support  
20 residents to volunteer as goodwill ambassadors for the 2020 Census  
21 through, for example, staffing Census Action Kiosks;
- 22                  6. The creation of a report which sets forth the City of Huntington Park plan to  
23 mobilize its residents to participate in Census 2020;

24                   **SECTION 2:** that the City Council appoint a Census 2020 Coordinator to  
25 carry out the responsibilities for the City of Huntington Park Census 2020 outreach,  
26 assistance and mobilization activities set forth in this resolution.

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

28                   **PASSED, APPROVED AND ADOPTED this 16<sup>th</sup> day of April 2019.**

\_\_\_\_\_  
Karina Macias, Mayor

ATTEST:

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



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

April 16, 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 AUTHORIZATION TO PURCHASE AND  
INSTALL A SELF PAY KIOSK SYSTEM FOR THE HUNTINGTON PLAZA PARKING  
GARAGE**

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

1. Authorize staff to purchase and install a self-pay kiosk system for the Huntington Plaza parking garage.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Rugby Associates, L.P. entered into an agreement regarding a parking easement to grant a perpetual and exclusive easement to the City for access to the parking structure for public parking at 6330 Rugby Avenue also known as the Huntington Plaza Senior Apartments.

The Huntington Park 607, L.P. property consist of 184-unit age-restricted low-income rental facility, a 11,900 square feet of commercial/office space, located on the second level of the parking structure and a two-level parking structure. The first level contains 130 parking spaces that are part of the agreement and access to the parking spaces is owned by the City. The 11,900 square feet commercial/office space has been vacant for several months and the owner is waiting for final approval by the Los Angeles County Board of Supervisors to lease the space for office use. Once the board approves the agreement, the owner will have access to 50 parking spaces for staff and clients. The City and the owner have entered into an agreement approved by Council to make regular payments to the City, its designee or any contractor hired by the City at the rate of \$3 per day per parking space (\$54,750) during the first and second year and have an annual rate increase of 3% beginning in the third year of the Amendment and will continue until the end of the agreement.

## **CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE AND INSTALL A SELF PAY KIOSK SYSTEM FOR THE HUNTINGTON PLAZA PARKING GARAGE**

April 16, 2019

Page 2 of 4

As part of the agreement, the owner will be responsible to maintain the parking area in compliance with all applicable sanitary laws, clean the parking area, remove all litter, trash, cans, bottles on a daily basis Monday through Friday, excluding holidays. Owner also agrees to power wash the parking area once a month. Owner will also install push bars and a new entry gate to the Parking area with an automatic remote controller opener within ninety days of the approval of this amendment. Owner will also be responsible to repair all pedestrian gates and signage and repair existing electrical lighting in the Parking area.

Staff is recommending to manage the rest of the 80 parking spaces available under the perpetual and exclusive easement agreement utilizing an automated self-pay kiosk system to collect the revenue from patrons.

Self-pay kiosks have proved a revolutionary innovation in making life easier and quicker for the users in a variety of scenarios. Whether doing the daily shop or checking in for a doctor's appointment, self-service kiosks play a vital part in cutting time and effort from many parts of the users everyday lives.

The rise in the number of self-pay kiosks, and the range of industries in which they are employed, is down to both the advancement of technology and the demand from users who are living increasingly busy lives. Even browsing in retail environments has been adopted by self-pay kiosks, making the experience of looking for a product quicker and easier.

Self-pay kiosks started out as simple pay-and-display machines. But as technology has advanced, so too has the ability for machines to provide a more sophisticated level of customer service. Today's cutting-edge models use advanced software to handle a multitude of tasks. The software used in modern kiosks can also be integrated with mobile app technology, either to create a fluid user experience for the customer, or to provide integrated management tools for the operator.

The self-pay system is composed of the following pieces of equipment: An entry ticket dispenser, an exit pay station, and the access/exit control barrier gates. All pieces of equipment are sold separately and need time to be manufactured.

For many smaller parking lots & garages, a flat-rate fee structure is recommended, particularly for new parking systems, when there is not enough data to support the amount of revenue it will generate. A particular feature of the flat-rate system is that it may be upgraded to a full-featured system at any time. If the cost-benefit analysis of charging for parking based on "time in the lot", rather than a "flat-fee" makes sense, then the initial investment in a flat-rate system won't be lost.

# **CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE AND INSTALL A SELF PAY KIOSK SYSTEM FOR THE HUNTINGTON PLAZA PARKING GARAGE**

April 16, 2019

Page 3 of 4

The Flat-Rate Parking Payment System works as follows:

- If payment at entry, the exit lane will have a free out gate or a simple gate arm barrier
- If the payment is at exit, then the entry lane will have a free entry gate.

Because there is less hardware involved in this automated parking system, the flat-rate parking system price is lower than a full-featured smart parking system.

The flat-rate parking payment system allows for payment by credit/debit, bills, coins, coupons, or tokens. Access control for employees, monthly pass holders or tenants may be added to this system. Also wireless (modem), intercoms, and remote web monitoring may be added. It should be noted that flat-rate systems generally don't give change, although this is possible if needed. Because a flat-rate is charged, these systems do not allow time-based parking, such as \$2.00 for the first hour and \$1.00 for each additional hour.

## **FISCAL IMPACT/FINANCING**

The equipment, including the software needed to operate the pay stations and its installation will incur in an initial cost for the City but it will be recovered once the parking fees from the parking lease agreement and daily parking fees are collected (proposed cost for equipment is included in "Attachment A")

List of equipment that will provide an efficient operation:

1. Entry ticket dispenser or entry pay station
2. Exit pay station
3. Gate Arm Barriers (entry/exit or both)
4. Operating Software

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

### **Management of the Parking Garage**

1. Once approved by the City Council, staff will coordinate with the owner of the Huntington Plaza the installation of the new gates and the self-pay parking system.
2. The new gates installed by the owner will automatically close each day according to the hours of operation.
3. An electronic key will be provided to the monthly pass holders or tenants of the commercial area to access the parking garage at all times.
4. Hours of operation: 7 days a week from 7 am to 9 pm.

# **CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE AND INSTALL A SELF PAY KIOSK SYSTEM FOR THE HUNTINGTON PLAZA PARKING GARAGE**

April 16, 2019

Page 4 of 4

5. Parking spaces will be numbered and available for users that want to lease a space in a monthly or yearly basis.
6. Proposed parking rates: \$4.00 daily flat rate and \$10.00 overnight parking. Monthly rate \$60.00, Annual rate \$500.00
7. A maintenance schedule will be created and provided to Public Works and Community Development to make sure the Parking area is well maintained.
8. Parking garage signs will be created and displayed at all times at the entrance and exit of the garage.
9. The Police Department will be responsible to enforce parking regulations.

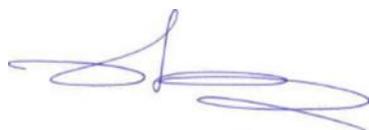
## **Final Notification**

A notification will be sent to residents and business owners indicating the opening of the parking garage.

## **CONCLUSION**

The automated self-pay flat-rate parking system will provide an efficient way to serve the users well, save costs and generate revenue to invest in other important programs for the City.

Respectfully submitted,



RICARDO REYES  
City Manager



SERGIO INFANZON  
Director of Community Development

## **ATTACHMENT(S)**

- A. Self-pay Parking System Quotes

# **ATTACHMENT “A”**

Self-pay Parking System Quotes

**AVAILABLE MONDAY, APRIL 15, 2019**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

April 16, 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.

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

**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 16, 2019

Page 2 of 3

- |  |             |
|--|-------------|
| 1. Aldridge Electric, Inc. from Libertyville, IL | \$1,290,490 |
| 2. Green Giant Landscape, Inc. from La Habra, CA | \$ 870,300  |

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 24, 2019
Pre-job walk meeting:	May 8, 2019
Deadline for receipt of bids:	May 15, 2019 at 2:00 P.M.
Contract awarded by City Council:	May 21, 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**

The estimated construction cost is \$690,752. Both bids surpassed this amount and therefor staff's recommendation is to re-advertise the project. There is no fiscal impact associated with the approval of the re-advertisement of the project. Cost associated with publishing the NIB in the local newspaper has been approved as part of the current fiscal year budget.

**CONCLUSION**

**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 16, 2019

Page 3 of 3

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. Aldridge Electric, Inc. Bid
- B. Green Giant Landscape, Inc. Bid

# ATTACHMENT "A"

PROPOSAL  
FOR  
**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION**  
**METRO FUNDED CFP NO.: F7702**  
**FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**  
**FY 2018/2019**  
**PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

In accordance with AGENCY’s Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER’s default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY’s notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY’S option, be considered null and void.

BID PROPOSAL

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION  
METRO FUNDED CFP NO.: F7702  
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019  
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	\$850	\$850
2	Traffic Control	LS	1	4,710	4,710
3	Furnish and Install Surface Mounted Solar Powered Sensor	EA	1,019	\$ 370	377,030
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar	EA	18	5,020	90,360
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement	EA	7	12,490	87,430
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil	EA	15	12,430	186,450
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk	EA	7	12,490	87,430
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers	EA	6	14,650	87,900
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil.	EA	3	14,520	43,560
10	Furnish and Install Bike Racks	EA	10	2,190	21,900

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Furnish and Install Bike Lockers	EA	6	\$4,480	\$26,880
12	Install Public Improvement Project Sign	EA	2	6,570	13,140
13	Furnish and Install Wayfinding Sign	EA	7	1,120	7,840
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit	EA	4	2,220	8,880
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances	LS	1	5,100	5,100
16	Remove Existing Posts	EA	7	650	4,550
17	Furnish and Construct Concrete Bollard	EA	18	1,220	21,960
18	Install New 1.5" Conduit with Directional Boring	LF	3100	69.20	214,520
<b>TOTAL AMOUNT BID IN FIGURES</b>					<b>\$1,290,490</b>

**TOTAL AMOUNT BID IN WORDS:**

ONE MILLION, TWO HUNDRED NINETY THOUSAND, FOUR  
HUNDRED NINETY DOLLARS AND 00/100 Dollars

X Thomas G. McLinden  
Bidder's Signature

Thomas G. McLinden, President

Title



Aldridge Electric, Inc.

Company Name

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
DC DIRECTIONAL DRILLING INC. 6955 CALISTRANO WAY RIVERSIDE, CA 92504 LIC# 995044 (951) 368-7789	DIRECTIONAL DRILLING
FROG PARKING INC. 9273 RESEARCH DR IRVINE, CA 92618 (424) 634-0747	SUPPLIER: PARKING GUIDANCE

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. City of Los Angeles - 100 S. Main St., Los Angeles, CA  
\_\_\_\_\_  
Name and Address of Agency  
  
Rodney Bradshaw (323) 806-8001  
\_\_\_\_\_  
Name and telephone number of person familiar with project  

\$3,067,837.00	Intersections Upgrade	October 2017
Contract amount	Type of work	Date completed
  
2. City of Chicago - 30 North LaSalle St., Chicago, IL 60602  
\_\_\_\_\_  
Name and Address of Agency  
  
Otto Letamendi (312) 742-3913  
\_\_\_\_\_  
Name and telephone number of person familiar with project  

\$8,500,000.00	Arterial & Viaduct Roadway Lighting Improvement	March 2017
Contract amount	Type of work	Date completed
  
3. Los Angeles County Public Works - Alhambra, CA  
\_\_\_\_\_  
Name and Address of Agency  
  
Joel Zaragoza (626) 458-4973  
\_\_\_\_\_  
Name and telephone number of person familiar with project  

\$1,804,701.00	Traffic Signal Modifications	May 2018
Contract amount	Type of work	Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

\_\_\_\_\_  
Surety Company: Continental Casualty Company  
333 S. Wabash Ave., Chicago, IL 60685  
(312) 822-5000  
\_\_\_\_\_  
Bonding Agent: Brown & Brown of Illinois  
2300 Cabot Dr., Suite 100, Lisle, IL 60532  
Agent: Kim Holmes (630) 245-4621  
\_\_\_\_\_  
Insurance Broker: Lockton Companies  
444 W. 47th St.  
Kansas City, MO 64112  
Josh Veglahn (816) 960-9220  
\_\_\_\_\_

### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

### AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

### NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Aldridge Electric, Inc.

Business Address: 844 E. Rockland Road  
Libertyville, IL 60048

Telephone (847) 680-5200

State Contractor's License No. and Class: 855841 C10A

Original Date Issued 3/17/2005 Expiration Date 3/31/21

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Thomas G. McLinden, President - 844 E. Rockland Rd., Libertyville, IL 60048 (847) 680-5200  
Stephen E Rivi, CEO - 844 E. Rockland Rd., Libertyville, IL 60048 (847) 680-5200  
Tim Bradley, Executive Vice President - 844 E. Rockland Rd., Libertyville, IL 60048 (847) 680-5200  
Gene Huebner, CFO - 844 E. Rockland Rd., Libertyville, IL 60048 (847) 680-5200

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:  
None

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:  
None

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 18th day of March, 2019.

BIDDER Aldridge Electric, Inc.

844 E. Rockland Rd., Libertyville, IL 60048

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

*[Handwritten Signature]*

Signature of Contractor's Representative

Thomas G. McLinden

Printed Name

President

Title



Subscribed and sworn to this 18th day of March, 2019.

NOTARY PUBLIC

*[Handwritten Signature]*



Note: The standard printed bid bond form of any bonding company acceptable to the City of Huntington Park may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Huntington Park are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE  
BID BOND

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION  
METRO FUNDED CFP NO.: F7702  
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019  
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Aldridge Electric, Inc.  
844 E. Rockland Rd., Libertyville, IL 60048, as BIDDER, and Continental Casualty Company, as SURETY, are held and firmly bound unto the City of Huntington Park, as AGENCY, in the penal sum of

Ten Percent of Amount Bid

\_\_\_\_\_ dollars (\$ 10% ), which is ten percent of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.



IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this 20th day of March, 2019.

847-247-5214

BIDDER\* Aldridge Electric, Inc. 844 E. Rockland Road, Libertyville, IL 60048

By: [Signature]

SURETY\* Continental Casualty Company 151 N. Franklin St., Chicago, IL 60606

800-262-4554

By: [Signature] Kimberly R. Holmes Attorney-In-Fact

Subscribed and sworn to this 20th day of March, 2019.

NOTARY PUBLIC [Signature]  
Christine Eitel

\*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**William Cahill, Kimberly Sawicki, Karen A Ryan, Kimberly R Holmes, Leigh Ann Francis, Ann Marie Waters, Christine Eitel, Richard A Freebourn Jr, Individually**

of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of February, 2018.

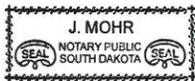


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 20 day of MARCH, 2019



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION  
METRO FUNDED CFP NO.: F7702  
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019  
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No  \_\_\_\_\_

If the answer is yes, explain the circumstances in the space provided.

N/A

Note: The following is to be used in case of cash, a cashier's check or a certified check accompanying the proposal.

**PROPOSAL GUARANTEE  
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION  
METRO FUNDED CFP NO.: F7702  
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019  
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

# ATTACHMENT "B"

PROPOSAL  
FOR  
**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION**  
**METRO FUNDED CFP NO.: F7702**  
**FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019**  
**PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

In accordance with AGENCY’s Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER’s default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY’s notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY’S option, be considered null and void.

BID PROPOSAL

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION  
METRO FUNDED CFP NO.: F7702  
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019  
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	22000	22000 -
2	Traffic Control	LS	1	15000	15000 -
3	Furnish and Install Surface Mounted Solar Powered Sensor	EA	1,019	200	203,800 -
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar	EA	18	3500	63000 -
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement	EA	7	5000	35,000 -
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil	EA	15	5000	75,000 -
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk	EA	7	5000	35,000 -
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers	EA	6	7500	45,000
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil.	EA	3	7500	22500
10	Furnish and Install Bike Racks	EA	10	1800	18000

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Furnish and Install Bike Lockers	EA	6	10000	60000 -
12	Install Public Improvement Project Sign	EA	2	1500	3000 -
13	Furnish and Install Wayfinding Sign	EA	7	2500	17500 -
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit	EA	4	5000	20000 -
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances	LS	1	121000 -	121000 -
16	Remove Existing Posts	EA	7	500	3500 -
17	Furnish and Construct Concrete Bollard	EA	18	1000	18000 -
18	Install New 1.5" Conduit with Directional Boring	LF	3100	30	93000 -
<b>TOTAL AMOUNT BID IN FIGURES</b>					\$ 870,300

**TOTAL AMOUNT BID IN WORDS:**

*Eight hundred seventy thousand, three hundred and <sup>00</sup>/<sub>100</sub>*

Dollars

Bidder's Signature

Title

**Green Giant Landscape, Inc.**

Company Name



REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. City of El Monte 11333 Valley Blvd. El Monte, CA 91731  
Name and Address of Agency  
Steve Forster 562-587-4860  
Name and telephone number of person familiar with project  
\$1,197,425- Parking lot/counting system 2018.  
Contract amount Type of work Date completed
2. City of Hermosa Beach 1315 Valley Dr. Hermosa Beach 90254  
Name and Address of Agency  
714-871-3638 Oscar Johnson  
Name and telephone number of person familiar with project  
\$58,000- Parking Structure Counting System 2016  
Contract amount Type of work Date completed
3. City of Rosemead 8838 E. Valley Blvd. Rosemead 91770  
Name and Address of Agency  
Steve Beer 626-940-7413  
Name and telephone number of person familiar with project  
\$682,505.30 Savannah SRTS 2018  
Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

<u>Coats Surety Services</u>	<u>Philadelphia Ins Co.</u>
<u>Linda Coats 949-457-1060</u>	<u>251 S. Lake Ave Suite 360</u>
<u>P.O. Box 6189</u>	<u>Pasadena CA 91101</u>
<u>Laguna Niguel CA 92607-4189</u>	<u>Mila Cundiff 626-639-1321</u>

### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

### AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

### NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Green Giant Landscape, Inc.

Business Address: 941-A Macy St.  
La Habra CA 90631

Telephone 562-690-6208

State Contractor's License No. and Class: 670478 A, C-13, C-27

Original Date Issued 1996 Expiration Date 5/2020

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Donald L. Henderson <sup>President</sup> 941-A Macy St. La Habra 90631 5626906208  
Rosie Toledo <sup>Secretary</sup> " "

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 20<sup>th</sup> day of March, 2019.

**Green Giant Landscape, Inc.**

BIDDER \_\_\_\_\_

941-A Macy St.

La Habra CA 90631

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



Signature of Contractor's Representative

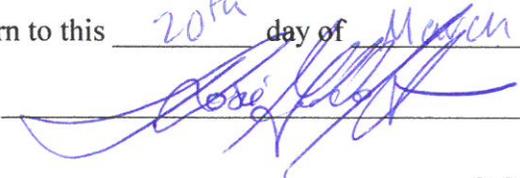
Donald L. Henderson

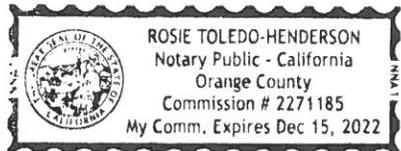
Printed Name

President

Title

Subscribed and sworn to this 20<sup>th</sup> day of March, 2019.

NOTARY PUBLIC 



Note: The standard printed bid bond form of any bonding company acceptable to the City of Huntington Park may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Huntington Park are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE  
BID BOND

FOR

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION  
METRO FUNDED CFP NO.: F7702  
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019  
PROJECT NO.: 2018-07

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
Green Giant Landscape, Inc. \_\_\_\_\_, as BIDDER, and \_\_\_\_\_  
Philadelphia Indemnity Insurance Company \_\_\_\_\_, as SURETY, are held and firmly  
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

Seventy seven thousand thirty and no/100  
\_\_\_\_\_ dollars (\$ 77,030 - ), which is ten percent of the  
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which  
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to  
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is  
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,  
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor  
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this  
13th day of March, 2019.

BIDDER\* Green Giant Landscape, Inc. - 941-A Macy St., La Habra, CA 90631 - (562)690-6208

SURETY\* Philadelphia Indemnity Insurance Company - 251 S. Lake Avenue, Suite 360, Pasadena, CA 91101 - (626)639-1325

Matthew J. Coats  
Matthew J. Coats, Attorney-in-Fact  
Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

\*Provide BIDDER/SURETY name, address and telephone number and the name, title, address  
and telephone number of authorized representative.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

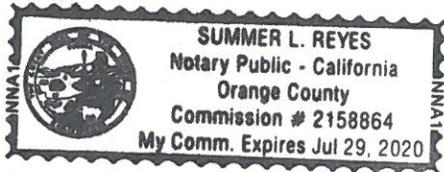
State of California )  
County of Orange )

On March 13, 2019 before me, Summer L. Reyes, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Matthew J. Coats  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Summer L. Reyes*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats and Matthew J. Coats of Coats Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

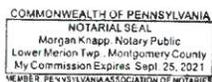
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13<sup>th</sup> day of March, 2019.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On March 20, 2019 before me, Rosie Toledo Henderson,  
(Here insert name and title of the officer)

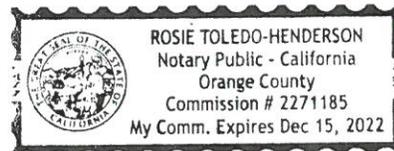
personally appeared Donald L. Henderson,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

*Rosie Toledo Henderson*  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION**

**METRO FUNDED CFP NO.: F7702**

**FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019**

**PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No  \_\_\_\_\_

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case of cash, a cashier's check or a certified check accompanying the proposal.

**PROPOSAL GUARANTEE  
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION  
METRO FUNDED CFP NO.: F7702  
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019  
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

April 16, 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 MONTH-TO-MONTH AGREEMENT FOR GRAFFITI ABATEMENT SERVICES**

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

1. Approve a month-to-month agreement with Graffiti Protective Coating (GPC) for Graffiti Abatement Services; and
2. Authorize City Manager to execute the agreement.

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

Graffiti Protective Coating (GPC) entered into an agreement with the City for Graffiti Abatement Services on April 14, 2016 and had the 1<sup>st</sup> amendment dated May 2, 2017. The agreement ends on April 30, 2019. Staff is requesting that GPC enter into a month-to-month agreement while the City issues an RFP for Graffiti Abatement Services.

GPC has provided quality service since April of 2016 and has maintained their contract in good standing. They are invited to submit a proposal for the RFP for Graffiti Abatement Services.

### **FISCAL IMPACT/FINANCING**

There are no fiscal impacts associated with this directive. Graffiti Abatement services were approved in the FY 18-19 budget.

**CONSIDERATION AND APPROVAL OF A MONTH-TO-MONTH AGREEMENT FOR  
GRAFFITI ABATEMENT SERVICES**

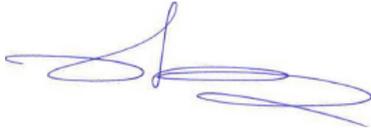
April 16, 2019

Page 2 of 2

**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. Draft Contract Services Agreement

# ATTACHMENT "A"



## GRAFFITI ABATEMENT SERVICES

### Month-To-Month

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this **April 16, 2019**, (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and **Graffiti Protective Coating, Inc.**, (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

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 Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 TERM: This Agreement shall have a term of **month-to-month** commencing from **April 30, 2019**. 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.
- 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 **\$32,350.00 per month**, 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 to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

**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:**

Graffiti Protective Coating, Inc.  
 GPC  
 419 N. Larchmont Blvd #264  
 Los Angeles, CA 90004  
 Attn: Barry Steinhart  
 Phone: (323) 464-4472  
 Fax: (323) 656-3579

**CITY:**

City of Huntington Park  
 Attn: Public Works  
 6550 Miles Avenue  
 Huntington Park, CA 90255  
 Phone: (323) 584-6320  
 Fax: (323) 584-6308

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 when submitting first payment.

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF HUNTINGTON PARK:**

**Graffiti Protective Coating Inc.**

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

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

# CITY OF HUNTINGTON PARK

## City Council Meeting Agenda Tuesday, April 16, 2019

### PUBLIC HEARING

#### COMMUNITY DEVELOPMENT

10. Continued from the April 2, 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 -**