

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, October 1, 2019

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

Karina Macias
Mayor

Manuel “Manny” Avila
Vice Mayor

Graciela Ortiz
Council Member



Marilyn Sanabria
Council Member

Jhonny Pineda
Council Member

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

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

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

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

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

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Celebration of Latino Heritage Month

October - National Adopt a (Shelter) Dog Month

"Certificates of Appreciation," Presented to Those Who Contributed/Donated to the City of Huntington Park's "State of the City Address" Event held on Saturday, August 24, 2019

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]

CLOSED SESSION CONTINUED....

CLOSED SESSION CONTINUED....

2. CONFERENCE WITH LABOR NEGOTIATOR - Regarding Represented Employees
(Government Code Section 54957.6(a))
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager
Employee Organization: Police Officers Association (POA)
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
[One Potential Case] - Government Code Section 54956.9(d)(4)

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 September 17, 2019.

FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated October 1, 2019.**

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

3. Consideration and Approval of a Resolution Appointing an Alternate Member to the Independent Cities Risk Management Authority (ICRMA) Board

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the appointment of an alternate member; and
2. Adopt Resolution No. 2019-28, Amending Resolution No. 2018-01, Appointing an Alternate Member to the Independent Cities Risk Management Authority's Governing Board (ICRMA).

4. Consideration and Approval of a Resolution Appointing a Board Member and Alternate(s) to the Governing Board of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Board (GWMA)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the appointment of a board member and three (3) alternates; and
2. Adopt Resolution No.2019-29, appointing a primary board member and alternates board member(s) to represent the City of Huntington Park on the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Board.

FINANCE

5. Consideration and Approval for Consolidation and Transition of the City's Deferred Compensation 457(B) Record-Keeping Platform from Nationwide to Voya and Consideration and Approval of First Amendment to Agreement with SFG Retirement Plan Consulting, LLC for Deferred Compensation 457(B) Plan consulting and Investment Fiduciary Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve transition of the City Employee Deferred Compensation 457(b) Plan from Nationwide to Voya effective February 1, 2020;
2. Authorize City Manager to execute the necessary agreements in regard to the transition;
3. Approve first amendment to agreement with SFG Retirement Plan Consulting, LLC; and
4. Authorize City Manager to execute agreement.

AGENDA (CONTINUED)

FINANCE (CONTINUED)

6. Consideration and Approval to Award a Professional Services Agreement for Financial Auditing Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Professional Services Agreement for Financial Auditing Services between the City of Huntington Park and Eadie + Payne, LLP; and
2. Authorize City Manager to execute the agreement.

POLICE

7. Consideration and Approval for Authorization to Purchase Three (3) Motorola MCC 7500 IP Dispatch Consoles Compatible with the Interagency Communications Interoperability (ICI) Radio System

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve purchase of three (3) Motorola MCC 7500 IP Dispatch Consoles from Motorola Solutions, Inc.; and
2. Authorize City Manager to execute the equipment lease-purchase agreement.

PUBLIC WORKS

8. Consideration and Approval to Award Services to Repair and Install Well, Remove and Dispose of Sediment, and Clean the Reservoir at Well 16

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Inframark under the currently approved Contract to proceed with the repair and installation of Well 16 for a not-to-exceed fee of \$82,102.81 and cleaning of the reservoir and removal of sediment at Well 16 for a not-to-exceed amount of \$39,546.10; and
2. Authorize City Manager or designee to execute the Request for Services (RFS).

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

9. Consideration and Approval to Award Services for the Design of CIP 2019-06 Street Enhancement Project FY 2019-20

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Infrastructure Engineers under the currently approved augmentation contract to proceed with the design of CIP 2019-06 Street Enhancement Project FY 19-20 (project) for a not-to-exceed amount of \$285,226; and
2. Authorize City Manager or designee to execute the Request for Services (RFS); or
3. Direct staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to design the project and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

10. Consideration and Approval to Award Services for the Design of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Infrastructure Engineers under the currently approved augmentation contract to proceed with the design of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street (Project) for a not-to-exceed amount of \$209,300; and
2. Authorize City Manager or designee to execute the Request for Services (RFS); or
3. Direct staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to design the project and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

11. **Consideration and Approval to Award Services for the Design of CIP 2019-02 Slauson Avenue Congestion Relief Improvements Project, Los Angeles County Metropolitan Transportation Authority (LACMTA) Project ID# Measure R MR306.53 and FTIP LA0G1669**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize estimated revenues in the amount of \$700,000 to account #222-0000-340.65-05 and approve budget appropriation in the amount of \$700,000 to account 222-8010-431.76-06 for the design of CIP 2019-02 Slauson Avenue Congestion Relief Improvements Project, LACMTA Project ID# Measure R MR306.53, and FTIP LA0G1669 (Project);
2. Authorize Infrastructure Engineers under the currently approved augmentation contract to proceed with the design of the project for a not-to-exceed amount of \$558,145; and
3. Authorize City Manager or designee to execute the Request for Services (RFS); or
4. Direct staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to design the project and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

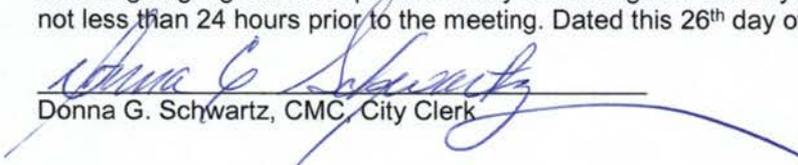
Vice Mayor Manuel "Manny" Avila

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, October 15, 2019 at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 26th day of September 2019.



Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, September 17, 2019

Sergeant at Arms read the Rules of Decorum before the start of the Regular Meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, September 17, 2019, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

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

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

INVOCATION

The invocation was led by Mayor Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Sanabria.

PRESENTATIONS

Council presented "Certificates of Recognition," to Huntington Park Businesses Who Met the Sanitation Districts of Los Angeles County Industrial Waste Requirements and Made the District's "Good Corporate Citizens" List for the 2018 Calendar Year.

PUBLIC COMMENT - None.

STAFF RESPONSE – None.

CLOSED SESSION

At 6:11 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 – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4) – [One matter]
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1) [One Matter]
HP Automotive and Tow, Inc., dba Huntington Park Tow Service v. City of Huntington Park, et al.
Los Angeles Superior Court Case No. VC066929
4. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: General Employees Association (GEA)

At 7:25 p.m. Mayor Macias reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all Council Members were present and briefed on closed session items 1 through 4. City Attorney Arnold Alvarez-Glasman noted the City Attorney's office did not provide any guidance or advice regarding item 1. 1.) this matter to be held over to a future date. 2.) Council unanimously provided authority for the City to be part of upcoming litigation of the matter of City of Signal Hill et al. v Central Basin Water District. 3.) no action taken, nothing to report. 4.) no action taken, nothing to report.

CONSENT CALENDAR

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

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
1-1. Regular City Council Meeting held September 3, 2019.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated September 17, 2019.

PUBLIC WORKS

3. Approved Liability Agreement with the County of Los Angeles and the County Sanitation District No. 2 for Household Hazardous Roundup on October 19, 2019, held in the City of Huntington Park and authorized City Manager to enter into the agreement.

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

4. **Consideration and Approval of Resolutions Related to the City of Huntington Park's General Municipal Election to be Held Tuesday, March 3, 2020**

City Manager Ricardo Reyes presented the staff report.

Motion: Council Member Sanabria moved to adopt Resolution No. 2019-25, Calling for the Holding of a General Municipal Election to be held on Tuesday, March 3, 2020, for the Election of Certain Officers and Requesting the Board of Supervisors of the County of Los Angeles to Consolidate the Election with any and all Elections also called to be held on Tuesday, March 3, 2020 and Requesting the Board to Render Specified Services to the City Relating to the Conduct of a General Municipal Election to be held on Tuesday, March 3, 2020, adopt Resolution No. 2019-26, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statement Submitted to the Voters at an Election to be held on Tuesday, March 3, 2020 and adopt Resolution No. 2019-27, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election, seconded by Council Member Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

5. Presentation by the Los Angeles County Registrar-Recorder/County Clerk's Office, Community & Voter Outreach Division on Demo Centers for the New Ballot Marking Device to be Used During the 2020 Elections, New Voting Periods and Locations

- INFORMATION ONLY -

City Manager Ricardo Reyes introduced Aaron Nevarez, Division Manager for Governmental and Legislative Affairs, who presented a PowerPoint presentation.

CITY MANAGER

6. Consideration and Approval of First Amendment to Professional Services Agreement with Klimt LLC

City Manager Ricardo Reyes presented the staff report and announced a representative with Klimt Consulting was present to answer any questions.

Motion: Council Member Sanabria moved to approve first amendment to Professional Services Agreement with Klimt Consulting LLC for consulting services for community planning and development programs, Community Development Block Grant programs (CDBG), Lead Based Paint Program (LBPHC) and HOME investment partnership program (HOME) and authorize City Manager to execute the agreement, seconded by Vice Mayor Avila. Motion passed 4-1, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

PUBLIC HEARING

CITY MANAGER

7. Adoption of the Fiscal Year 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER)

City Manager Ricardo Reyes announced the item.

City Attorney Arnold Alvarez-Glasman stated it was appropriate for the Mayor to open public comment.

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

City Manager Ricardo Reyes continued presenting the staff report.

Motion: Council Member Ortiz moved to adopt the Fiscal Year 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2019, seconded by Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz, announced the Safe Routes to School (SR2S) workshop on Saturday, September 21, 2019, from 9-12 p.m. at City Hall Courthouse, and reminded the public that the My Huntington Park app is available to download and report graffiti or illegal dumping.

Council Member Jhonny Pineda, thanked staff for all their support and to those who attended tonight's meeting, requested staff provide him a report on MidCities past year performance with a copy of all the billing statements.

Council Member Marilyn Sanabria, thanked staff for all their support, reminded the public about the Senior Program and thanked everyone who attended tonight's meeting.

Vice Mayor Manuel "Manny" Avila, wished all a good night.

Mayor Karina Macias, thanked staff for all their support, pop-up event promoting the Linear Park Project and thanked all those who attended and watched tonight's meeting.

ADJOURNMENT

At 8:07 p.m. Mayor Macias adjourned the City of Huntington Park City Council in memory of Mary "Cokie" Roberts, American journalist, to a Regular Meeting on Tuesday, October 1, 2019 at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC
City Clerk

City of Huntington Park List of Funds

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

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 10-01-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ABIGAIL VALLE	8/26/19-8/28/19	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	17.63
	8/26/19-8/28/19	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	148.50
				\$166.13
ADIR INTERNATIONAL EXPORT LTD	1Q19-2Q19	111-9010-465.56-33	SALES TAX ALLOCATION	24,040.95
				\$24,040.95
ALL CITY MANAGEMENT SERVICES,INC	62924	111-7022-421.56-41	CROSSING GUARD 8/11/19-8/24/19	3,321.73
	63259	111-7022-421.56-41	CROSSING GUARD 8/25/19-9/7/19	6,643.46
				\$9,965.19
ALVAREZ-GLASMAN & COLVIN	2019-07-18648	745-9031-413.32-70	LEGAL SERVICES 7/2019	1,238.00
	2019-07-18649	745-9031-413.32-70	LEGAL SERVICES 7/2019	1,106.15
				\$2,344.15
AMAZON.COM SERVICES, INC.	1VQC-MDLM-69HY	111-6020-451.61-35	K. PARK CLASS SUPPLIES	183.00
				\$183.00
ANA VELEZ	70246/74534	111-0000-228.20-00	P&R DEPOSIT REFUND	250.00
				\$250.00
ANDREW WING	09/17/2019	111-6030-451.33-90	BASKETBALL REFEREE FEES	108.00
				\$108.00
ARAMARK UNIFORM & CAREER APPAREL	534495902	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	144.32
	534513129	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	144.32
	534530415	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	144.32
				\$432.96
AT&T	8/4/19-9/3/19	111-7010-421.53-10	PD DISPATCH PHONE SRVC	582.42
				\$582.42
AT&T MOBILITY	993625860X09142	111-7010-421.53-10	PD WIRELESS PHONE SRVC	4,857.63
				\$4,857.63
AT&T PAYMENT CENTER	7/28/19-8/27/19	111-7010-421.53-10	PD PHONE SRVCS	757.64
	9/7/19-10/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.10
	9/7/19-10/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.10
	9/7/19-10/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.10
	9/7/19-10/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.10
	9/7/19-10/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	100.72
	9/7/19-10/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	194.41
	9/7/19-10/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	80.51
				\$1,265.68
AXCESS FINANCIAL	CD 510925	111-0000-341.10-00	CUP REFUND	4,430.25
				\$4,430.25
B AND H SIGNS	18249	741-8060-431.43-20	PD VEHICLE DECALS	1,785.00
				\$1,785.00
BENEFIT ADMINISTRATION CORPORATION	6028385-IN	111-2030-413.56-41	ADMIN & BANK FEES 8/2019	80.00
				\$80.00
BRINK'S INCORPORATED	2820277	111-9010-419.33-10	MONEY PROCESSING 8/2019	270.00
	2820278	111-9010-419.33-10	BANK SRVCS TRANSPORT 8/19	540.96
				\$810.96
BRIZUELA'S IRON WORK	0779	535-8090-452.43-20	SLP DOOR REPLACEMENT	850.00
				\$850.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 10-01-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CAL PRIVATE BANK-FIT	PPE 09/08/19	111-0000-217.20-10	FEDERAL TAX DEPOSIT	56,266.91
				\$56,266.91
CAL PRIVATE BANK-MEDICARE	PPE 09/08/19	111-0000-217.10-10	MEDICARE TAX DEPOSIT	7,692.28
				\$7,692.28
CAL PRIVATE BANK-SIT	PPE 09/08/19	111-0000-217.20-20	STATE TAX DEPOSIT	20,940.90
				\$20,940.90
CALIFORNIA POLICE CHIEFS ASSN.	12860	111-7010-421.59-15	MEMBERSHIP RENEWAL 6/2020	1,852.00
				\$1,852.00
CALIFORNIA PUBLIC EMPLOYEES'	100000015779396	216-3010-415.32-40	FEES FOR GASB-68 REPORTS	2,100.00
				\$2,100.00
CARPENTER ROTHANS & DUMONT LLP	33425	745-9031-413.32-70	LEGAL SERVICES 7/2019	45.00
				\$45.00
CENTRAL BASIN MWD	HP-AUG19	681-8030-461.41-00	POTABLE WATER 8/2019	156,689.80
				\$156,689.80
CENTRAL FORD	341708	741-8060-431.43-20	ARM ASSY, KIT, GASKET,	640.42
	341728	741-8060-431.43-20	TUBE FOR UNIT # 975	102.32
	341761	741-8060-431.43-20	MANIFOLD FOR UNIT # 913	224.78
	341931	741-8060-431.43-20	SPARK PLUG/IGNITION COIL	290.00
	342079	741-8060-431.43-20	ARM ASSY FOR UNIT # 913	59.24
	342444	741-8060-431.43-20	ARM ASSY FOR UNIT # 913	59.24
	342655	741-8060-431.43-20	TIRE SEALANT FOR UNIT # 966	163.94
				\$1,539.94
CHARTER COMMUNICATIONS	0467069090719	111-7010-421.53-10	PD INTERNET SRVC 9/7/19-10/6/19	2,450.00
	0514415090119	111-7010-421.53-10	PD INTERNET SRVC 8/30/19-9/29/19	654.85
	0019175090119	111-9010-419.53-10	C.H. CABLE SRVCS 9/2019	44.32
	0389644090119	121-7040-421.56-14	PD CABLE SRVCS 8/31/19-9/30/19	276.81
				\$3,425.98
CHRISTOPHER SPINDOLA	9/10/19-9/12/19	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	91.18
	9/10/19-9/12/19	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	51.00
				\$142.18
CITY CLERKS ASSOCIATION OF CA	2911	111-1010-411.64-00	CLERK TRAINING REGISTRATION	200.00
				\$200.00
CITY OF HUNTINGTON PARK	AR # 22511	111-0000-228.20-00	DEPOSIT REFUND	2,032.65
				\$2,032.65
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 09/08/19	111-0000-217.30-30	MEDICAL REIMBURSEMENT	615.01
				\$615.01
CITY OF HUNTINGTON PARK GEA	PPE 09/08/19	111-0000-217.60-10	GEA ASSOCIATION DUES	779.10
				\$779.10
CLAUDIA MENDOZA	10780	111-0000-228.70-00	BUSINESS LICENSE REFUND	254.10
				\$254.10
CLINICAL LAB OF SAN BERNARDINO, INC	970074	681-8030-461.56-41	WATER TESTING 7/2019	311.00
				\$311.00
COLONIAL SUPPLEMENTAL INSURANCE	PPE 09/08/19	111-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,049.12
				\$1,049.12

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 10-01-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
COMMERCIAL TIRE COMPANY	1-155120	741-8060-431.43-20	(2)TIRES CODE ENFORCEMENT	353.79
				\$353.79
CONCENTRA MEDICAL CENTERS	65252443	111-2030-413.56-41	PW PRE-EMPLOYMENT PHYSICAL	610.50
				\$610.50
COSTAR REALTY INFORMATION, INC.	109301134-1	111-5030-465.56-41	RE SOFTWARE ANNUAL SUBSCRIPT	13,759.51
				\$13,759.51
CR&R INCORPORATED	0023534	111-8027-431.56-59	WASTE & RECYCLING SRVC 9/2019	16,680.00
				\$16,680.00
DAPEER, ROSENBLIT & LITVAK	16289	111-0220-411.32-70	PD LEGAL SRVCS 8/2019	1,524.45
				\$1,524.45
DATAPROSE, INC.	DP1902792	681-3022-415.53-20	WATER BILLS POSTAGE 8/2019	1,774.96
	DP1902792	681-3022-415.56-41	WATER BILLS 8/2019	1,209.40
				\$2,984.36
DEPARTMENT OF ANIMAL CARE & CONTROL	7/2019	111-7065-441.56-41	ANIMAL CARE COSTS 7/2019	20,944.36
				\$20,944.36
DEPARTMENT OF JUSTICE	400321	111-7030-421.56-41	PD FINGERPRINTS APPS	352.00
				\$352.00
DF POLYGRAPH	2019/6	111-7010-421.56-41	PD POLYGRAPH EXAMINATIONS	350.00
				\$350.00
DISCOUNT SCHOOL SUPPLY	P38407910001	239-6060-466.61-20	P&R AFTER SCHOOL SUPPLIES	173.26
				\$173.26
EBONY L. BATISTE	000100348085	111-6021-413.61-15	P&R SUPPLIES REIMBURSEMENT	23.02
				\$23.02
ENTERPRISE FM TRUST	FBN3784002	111-7010-421.56-41	PD VEHICLE LEASE 9/2019	308.04
	FBN3784002	226-7010-419.74-20	PD VEHICLE LEASE 9/2019	1,681.19
				\$1,989.23
ESTELA RAMIREZ	74527/74632	111-6060-466.33-20	CONTRACT INSTRUCTOR	184.80
				\$184.80
F&A FEDERAL CREDIT UNION	PPE 09/08/19	111-0000-217.60-40	EMPLOYEE DEDUCTION	9,625.50
				\$9,625.50
GLORIA PACHECO	71611/74713	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				\$500.00
GOVERNMENT FINANCE OFFICERS ASSN.	0152005	111-3010-415.64-00	MEMBERSHIP RENEWAL	595.00
				\$595.00
GRAFFITI PROTECTIVE COATINGS INC.	1005-0719	111-8095-431.56-75	GRAFFITI REMOVAL 7/2019	32,350.00
	1005-0819	111-8095-431.56-75	GRAFFITI REMOVAL 8/2019	32,350.00
				\$64,700.00
GRAINGER	9274330886	111-8024-421.43-10	SHOWER MATS FOR PD	360.20
				\$360.20
HASA, INC.	653849	681-8030-461.41-00	HYPO SODIUM CHLORIDE 8/2019	204.90
	653850	681-8030-461.41-00	HYPO SODIUM CHLORIDE 8/2019	206.27
	654896	681-8030-461.41-00	HYPO SODIUM CHLORIDE 8/2019	214.87

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 10-01-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HASA, INC.	654897	681-8030-461.41-00	HYPO SODIUM CHLORIDE 8/2019	170.75
	655979	681-8030-461.41-00	HYPO SODIUM CHLORIDE 9/2019	256.12
	655980	681-8030-461.41-00	HYPO SODIUM CHLORIDE 9/2019	257.84
				\$1,310.75
HAZEL D. BRICENO	9/5/19-9/12/19	111-6030-451.33-90	BASKETBALL REFEREE FEES	162.00
				\$162.00
HINDERLITER DE LLAMAS & ASSOCIATES	0032176-IN	111-9010-419.56-41	CONTRACT SERVICES	300.00
				\$300.00
HOME DEPOT - PUBLIC WORKS	2146730	111-6020-451.61-35	PARKS & REC EXPENSES	81.78
	4970964	111-6020-451.61-35	PARKS & REC EXPENSES	588.51
	4360103	111-8023-451.43-10	PARKS & REC BUILDING SUPPLIES	315.68
	9390081	221-8010-431.61-21	ST. OPERATION MATERIALS	367.84
	6380038	741-8060-431.43-20	PW FLEET SUPPLIES	30.83
				\$1,384.64
HOME DEPOT U.S.A. INC.	1Q19-2Q19	111-9010-465.56-32	SALES TAX ALLOCATION	129,398.50
				\$129,398.50
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 09/08/19	111-0000-217.60-10	PMA ASSOCIATION DUES	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 09/08/19	111-0000-217.60-10	POA ASSOCIATION DUES	6,710.30
				\$6,710.30
HUNTINGTON PARK RUBBER STAMP CO.	RGC020849	111-7030-421.61-20	PD DB NAMEPLATES	48.07
				\$48.07
INDUSTRIAL PLUMBING SUPPLY, LLC	81474	111-8024-421.43-10	PD SHOWER HEADS & VALVES	407.72
				\$407.72
INFRAMARK LLC	44044	283-8040-432.56-41	SEWER UTILITY MAINTENANCE 9/2019	12,935.80
	44044	681-8030-461.56-41	WATER UTILITY MAINTENANCE 9/2019	99,718.31
				\$112,654.11
INFRASTRUCTURE ENGINEERS	24334R	111-5010-419.56-49	BUILDING SAFETY SRVCS 7/2019	42,275.50
	24391	111-5010-419.56-49	BUILDING SAFETY SRVCS 8/2019	39,183.00
	24418	111-8010-431.76-01	ENGINEERING SRVCS 8/2019	4,353.35
	24159	111-8080-431.56-62	ENGINEERING SRVCS 5/2019	17,222.38
	24253	111-8080-431.56-62	ENGINEERING SRVCS 6/2019	16,346.25
	24430	207-8016-429.73-10	ENGINEERING SRVCS 8/2019	3,750.00
	24430	209-8010-431.73-10	ENGINEERING SRVCS 8/2019	3,750.00
	24159	221-8010-431.56-41	ENGINEERING SRVCS 5/2019	22,276.98
	24253	221-8010-431.56-41	ENGINEERING SRVCS 6/2019	14,530.00
	24159	222-8080-431.56-41	ENGINEERING SRVCS 5/2019	8,348.76
	24253	222-8080-431.56-41	ENGINEERING SRVCS 6/2019	3,632.50
	24429	222-8080-431.73-10	ENGINEERING SRVCS 8/2019	14,067.05
	24427	283-8040-432.56-41	ENGINEERING SRVCS 8/2019	2,494.60
	24159	334-8080-431.56-41	ENGINEERING SRVCS 5/2019	3,934.38
	24253	334-8080-431.56-41	ENGINEERING SRVCS 6/2019	1,816.25

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 10-01-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JCL TRAFFIC	101584	221-8012-429.61-20	RESIDENT PERMIT SIGNS	673.32
				\$673.32
JENNIFER ARNOLD	71792/74533	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				\$500.00
JERRY'S AUTO BODY, INC.	31610	741-8060-431.43-20	REPLACE REAR BUMPER # 985	1,718.95
				\$1,718.95
JOEL GORDILLO	SEPTEMBER-19	111-1010-411.56-41	VIDEOGRAPHER 9/2019	1,650.00
				\$1,650.00
JOSE LUIS IRIARTE	09/12/2019	741-8060-431.15-20	TOOL REIMBURSEMENT	400.00
				\$400.00
JOSEPH R. SETTLES	32557	111-7010-421.61-20	COURT PARKING REIMBURSEMENT	22.00
				\$22.00
JULIO VARGAS	08/14/2019	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	17.98
	08/14/2019	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	17.00
				\$34.98
KEVIN CABALLERO	921700518081	111-7010-421.61-20	PD GEAR REIMBURSEMENT	177.15
				\$177.15
KITTRICH CANOPY	711	111-6010-451.74-10	CANOPIES SPLASH PAD	1,117.94
				\$1,117.94
LA COUNTY SHERIFF'S DEPT	200437BL	121-7040-421.56-41	PD IMMATE MEAL SRVC	1,073.85
				\$1,073.85
LAN WAN ENTERPRISE, INC	64557	111-7040-421.61-32	PD DISPATCH GPS ANTENNA	89.60
				\$89.60
LB JOHNSON HARDWARE CO.	103896	221-8014-429.61-20	TRAFFIC CONTROL FUSES	10.12
				\$10.12
LEGAL SHIELD	GROUP #143713	111-0000-217.60-50	ID THEFT PREMIUM 9/2019	80.70
				\$80.70
LOS ANGELES COUNTY POLICE CHIEF ASN	JULY-2019	111-7010-421.59-15	2019 STRATEGIC PLANNING	200.00
				\$200.00
LYNBERG & WATKINS APC	52498	745-9031-413.32-70	LEGAL SERVICES 7/2019	5,120.00
	52499	745-9031-413.32-70	LEGAL SERVICES 7/2019	1,137.55
	52500	745-9031-413.32-70	LEGAL SERVICES 7/2019	1,112.00
	52501	745-9031-413.32-70	LEGAL SERVICES 7/2019	105.00
				\$7,474.55
MARIACHI HERENCIA DE MI PUEBLO	100	111-0240-481.61-20	STATE OF CITY ADDRESS EVENT	250.00
				\$250.00
MARTHA QUIROZ	71079/74602	111-0000-228.20-00	P&R DEPOSIT REFUND	150.00
				\$150.00
MARTIN RODRIGUEZ	08/14/2019	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	17.98
	08/14/2019	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	17.00
				\$34.98
MARTINEZ, ALFRED	8617-13098	681-0000-228.70-00	WATER CREDIT REFUND	12.26
				\$12.26

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 10-01-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MARYLEEN LINAN	8/18/19-8/23/19	239-0260-463.59-15	ADMIN PER DIEM REIMBURSEMENT	390.50
	8/18/19-8/23/19	239-0260-463.59-15	TRANSPORTATION EXPENSE REIMBUR	59.80
				\$450.30
MONTANOS TEST ONLY	27694	741-8060-431.43-20	SMOG CHECK UNIT # 963	33.00
				\$33.00
MYRNA PATRICIA GASTELUM	9/5/19-9/12/19	111-6030-451.33-90	BASKETBALL REFEREE FEES	162.00
				\$162.00
NATION WIDE RETIREMENT SOLUTIONS	PPE 09/08/19	111-0000-217.40-10	EMPLOYEE DEFERRED COMP	15,790.83
				\$15,790.83
NATIONWIDE ENVIRONMENTAL SERVICES	30366	111-8030-461.56-42	CATCH BASING SRVCS 8/2019	16,375.14
	30255	220-8070-431.56-41	BUS SHELTER CLEAN SRVCS 8/2019	17,377.50
	30254	221-8010-431.56-41	SWEEPING SRVCS 8/2019	19,630.13
	30254	222-8010-431.56-41	SWEEPING SRVCS 8/2019	29,055.11
				\$82,437.88
NEOLOGY, INC	2895	111-7010-421.56-41	PD ALPR BOSS SOFTWARE	700.00
				\$700.00
NICK ITURRIAGA	08/14/2019	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	17.98
	08/14/2019	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	17.00
				\$34.98
NICK NICHOLS	8/12/19-8/16/19	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	280.50
				\$280.50
NOMBERA, ISABEL	21329-21258	681-0000-228.70-00	WATER CREDIT REFUND	161.95
				\$161.95
O'REILLY AUTO PARTS	2959-146658	219-8085-431.43-21	IDLER PULLEY UNIT # 004	153.53
	2959-151617	741-8060-431.43-20	FRONT STRUTS/SHOCKS # 975	235.60
				\$389.13
OK PRINTING DESIGN & DIGITAL PRINT	1456	111-7030-421.61-20	PD BUSINESS CARDS	156.15
				\$156.15
PARS	43696	111-9010-419.56-41	JULY 2019 ARS-PARS FEES	385.37
	43804	216-3010-415.56-41	PARS REP FEES 7/31/19	2,388.10
				\$2,773.47
PAUL MUNOZ	08/14/2019	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	17.98
	08/14/2019	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	17.00
				\$34.98
PITNEY BOWES INC.	1013842632	111-9010-419.53-20	POSTAGE MACHINE SUPPLIES	459.15
				\$459.15
PURCHASE POWER	09/11/2019	111-7040-421.56-41	PD POSTAGE FEES	485.97
				\$485.97
RIO HONDO COLLEGE	X19-99ZHPK	111-7010-421.59-15	PD-PC 832 ARRES COURSE	13.62
				\$13.62
S & S WORLDWIDE, INC.	IN100219461	239-6060-466.61-20	P&R AFTERSCHOOL SUPPLIES	413.31
				\$413.31
SALVADOR ORTEGA	09/16/2019	111-8020-431.15-20	TOOL REIMBURSEMENT	262.80
				\$262.80

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 10-01-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SAUL GUARDADO	8/6/19-8/24/19	111-6030-451.33-90	BASKETBALL REFEREE SRVCS	162.00
				\$162.00
SMART & FINAL	40050	111-6020-451.61-35	P&R EVENT SUPPLIES	27.36
				\$27.36
SOUTHERN CALIFORNIA EDISON	8/6/19-9/5/19	111-7024-421.62-10	PD VARIOUS SRVC ACCTS	8,593.97
	8/16/19-9/17/19	111-8020-431.62-10	6900 BISSELL ST SERVICE	2,068.75
	7/30/19-9/9/19	111-8022-419.62-10	VARIOUS SRVC ACCTS	2,143.09
	7/30/19-9/9/19	111-8023-451.62-10	VARIOUS SRVC ACCTS	3,407.16
	7/26/19-9/18/19	535-8016-431.62-10	VARIOUS SRVC ACCTS	13,953.36
	7/26/19-9/18/19	681-8030-461.62-20	VARIOUS SRVC ACCTS	12,256.34
	7/30/19-9/9/19	681-8030-461.62-20	VARIOUS SRVC ACCTS	23,509.24
				\$65,931.91
ST FRANCIS, LLC.	1661066	221-8014-429.56-41	T.SIGNAL MAINTENANCE 8/2019	5,683.00
	1661067	221-8014-429.61-20	SERVICE CALL TRAFFIC SIGNAL	511.92
				\$6,194.92
STAPLES ADVANTAGE	8055608318	111-0210-413.61-20	CM OFFICE SUPPLIES	188.18
	8055608318	111-1010-411.61-20	CLERK OFFICE SUPPLIES	128.51
	8055608318	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	112.19
	8055608318	111-5010-419.61-20	COMU DEV OFFICE SUPPLIES	169.19
	8055608318	111-6020-451.61-35	P&R OFFICE SUPPLIES	34.27
	8055608318	111-6065-466.61-20	P&R OFFICE SUPPLIES	106.47
	8055608318	111-7010-421.61-20	PD OFFICE ADMIN SUPPLIES	6.98
	8055608318	111-7022-421.61-27	PD JAIL OFFICE SUPPLIES	1,677.66
	8055608318	111-7030-421.61-20	PD SAFETY OFFICE SUPPLIES	402.47
	8055608318	111-7040-421.61-32	PD RECORD OFFICE SUPPLIES	123.78
				\$2,949.70
STAR2STAR COMMUNICATIONS LLC	SUBC00003003	111-9010-419.53-10	VOIP SRVCS 9/3/19-10/2/19	11,000.00
				\$11,000.00
SULLY MILLER CONTRACTING COMPANY	1491277	111-8010-431.76-01	STREET IMPROVEMENTS 5/24/19	253,506.19
	1534652	111-8010-431.76-01	STREET IMPROVEMENTS 6/24/19	90,180.52
				\$343,686.71
TRIANGLE SPORTS	39032	111-6030-451.61-35	P&R AWARD HOODIES	239.81
				\$239.81
TUNNELWORKS SERVICES INC.	1659	111-8020-432.76-03	EMERGENCY REPAIRS-ZOE AVE	45,410.00
	1659	283-8040-432.43-20	EMERGENCY REPAIRS-ZOE AVE	124,687.50
				\$170,097.50
TUTTI FRUTTI	19177-10330	681-0000-228.70-00	WATER CREDIT REFUND	124.98
				\$124.98
U.S. BANK	PPE 09/08/19	111-0000-217.30-20	PARS EMPLOYEE CONTRIBUTION	1,719.08
	PPE 09/08/19	111-0000-217.30-20	PART TIME EMPLOYEE DEDUCTION	2,206.17
	PPE 09/08/19	111-0000-218.10-05	PARS EMPLOYER CONTRIBUTION	14,302.64
				\$18,227.89
ULINE	111859473	111-7040-421.61-33	PD EVIDENCE SUPPLIES	1,356.61
				\$1,356.61

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 10-01-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
UNDERGROUND SERVICE ALERT OF SO CAL	18DSBFE4357	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	143.16
	820190126	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	277.30
				\$420.46
VELADA CONSULTING LLC	4	111-0210-413.56-41	GOV RELATIONS SRV-JUL 19	5,000.00
				\$5,000.00
VERIZON WIRELESS	9837181942	111-6010-451.56-41	PARKS CARD 8/1/19-9/1/19	38.01
	9837181942	111-8010-431.53-10	PW CELL 8/1/19-9/1/19	801.64
	9837181942	681-8030-461.53-10	PARKS CARD 8/1/19-9/1/19	114.03
				\$953.68
VISION SERVICE PLAN-CA	807350319	111-0000-217.50-30	VISION PREMIUM 9/2019	44.20
	807350333	111-0000-217.50-30	VISION PREMIUM 9/2019	3,564.46
				\$3,608.66
VULCAN MATERIALS COMPANY	72310863	221-8010-431.61-21	ASPHALT MIX	449.79
				\$449.79
WATER REPLENISHMENT DISTRICT OF	ALPHA 2378	681-8030-461.41-00	WATER ASSESSMENT 7/2019	96,995.10
				\$96,995.10
WEST GOVERNMENT SERVICES	840896830	111-7030-421.56-41	INVESTIGATION/ONLINE SRV 8/2019	648.96
	841001402	111-7030-421.56-41	PD LIBRARY CHARGES 9/5/19-9/6/19	62.52
				\$711.48
WESTERN EXTERMINATOR COMPANY	7319422	111-7024-421.56-41	EXTERMINATOR SRVC 8/2019	50.00
	7319422	111-8020-431.56-41	EXTERMINATOR SRVC 8/2019	67.50
	7319422	111-8022-419.56-41	EXTERMINATOR SRVC 8/2019	49.00
	7319422	111-8023-451.56-41	EXTERMINATOR SRVC 8/2019	92.50
	7319422	535-8090-452.56-60	EXTERMINATOR SRVC 8/2019	139.50
				\$398.50
WEX BANK	61250516	741-8060-431.62-30	PD DUEL PURCHASE	58.48
				\$58.48
XEROX CORPORATION	97997488	111-8020-431.43-05	PW COPIER LEASE 7/21/19-8/21/19	86.84
	97997488	285-8050-432.43-05	PW COPIER LEASE 7/21/19-8/21/19	86.84
	97997488	681-8030-461.43-05	PW COPIER LEASE 7/21/19-8/21/19	86.84
				\$260.52
				\$1,743,871.84



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

October 1, 2019

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

Dear Mayor and Members of the City Council:

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

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the appointment of an alternate member; and
2. Adopt Resolution No. 2019-28, Amending Resolution No. 2018-01, Appointing an Alternate Member to the Independent Cities Risk Management Authority's Governing Board (ICRMA).

BACKGROUND

The City Council, by resolution on January 16, 2018 adopted Resolution No. 2018-01, Amending Resolution No. 2016-48, Appointing Representatives to the Independent Cities Risk Management Authority's Governing Board (ICRMA). However, due to the recent resignation of the alternate member it is necessary to appoint a new alternate member to the Board and amend Resolution No. 2018-01.

FISCAL IMPACT

There is no direct fiscal impact.

CONCLUSION

Upon Council approval, City Clerk will forward a certified copy of Resolution No. 2019-28 to ICRMA, to the attention of its General Manager.

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

October 1, 2019

Page 2 of 2

Respectfully submitted,



RICARDO REYES
City Manager



DONNA G. SCHWARTZ, CMC
City Clerk

ATTACHMENT(S)

- A. Resolution No. 2019-28, Amending Resolution No. 2018-01, Appointing an Alternate Member to the Independent Cities Risk Management Authority's Governing Board (ICRMA)
- B. Resolution No. 2018-01.

ATTACHMENT "A"

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

RESOLUTION NO. 2019-28

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK AMENDING
RESOLUTION NO. 2018-01 AND APPOINTING AN
ALTERNATE MEMBER TO THE GOVERNING
BOARD OF THE INDEPENDENT CITIES RISK
MANAGEMENT AUTHORITY (ICRMA)**

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

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

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

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

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

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

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

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

ATTACHMENT "B"

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

RESOLUTION NO. 2018-01

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

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

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

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

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

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

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

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

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

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

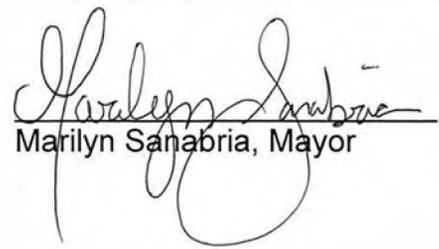
SECTION 4. That the individuals designated by this City Council as the City's representatives alternate(s) and substitute alternate representatives to the ICRMA Governing Board and to the Risk Management Programs in which this City participates are hereby confirmed and designated as the City's delegates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

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

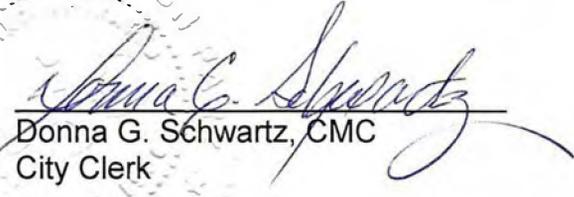
SECTION 6. The City Clerk shall certify to the adoption of this resolution.

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

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


Marilyn Sanabria, Mayor

ATTEST:


Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

October 1, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPOINTING A BOARD MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY BOARD

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No.2019-29, appointing a primary board member and three (3) alternates board member(s) to represent the City of Huntington Park on the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park joined the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) on October 1, 2012.

GWMA acts as the fiduciary agent for the Los Angeles River Upper Reach 2 (LAR UR2) watershed group, which includes the City of Huntington Park, and all other watershed groups in the Southeast region. Benefits include submitting grant applications, progress reports and payment requests on behalf of watershed groups. Additionally, GWMA functions as the Lead Agency when submitting grant applications thus reducing the administrative burden on member agencies. GWMA currently acts as the Lead Agency for the John Anson Ford park project which directly benefits Huntington Park and the LAR UR2. Finally, GWMA serves as our regional clearinghouse for State Boards, Special Districts and various Departments within Los Angeles County. The monthly meeting provides a forum for these agencies to share funding opportunities, information and programmatic updates in a timely manner.

CONSIDERATION AND APPROVAL OF A RESOLUTION APPOINTING A MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY BOARD

October 1, 2019

Page 2 of 2

In accordance to GWMA's Bylaws adopted on October 12, 2015, all non-Legislative Body appointments to the GWMA Board must be done by Resolution.

Current terms on the GWMA have expired. Board Members and alternate Board Members serve two-year terms beginning October 1st of each odd-numbered year and concluding on September 30th two years later. Prior appointments were Daniel Hernandez as Board Member and Juan Preciado, Mario Lopez and Christina Dixon as alternate Board Members.

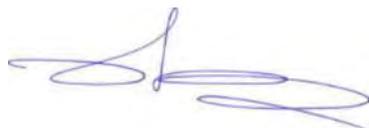
FISCAL IMPACT/FINANCING

No fiscal impact.

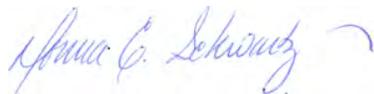
CONCLUSION

Upon Council approval, City Clerk will forward a certified copy of said resolution to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority. Region Integrated Regional Water Management Joint Powers Authority.

Respectfully submitted,



RICARDO REYES
City Manager



DONNA G. SCHWARTZ, CMC
City Clerk

ATTACHMENT(S)

- A. Resolution No. 2019-29, Appointing a Board Member and Alternates to the Governing Board of the Gateway Water Management Authority Board ("Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority").

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

October 1, 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 CONSOLIDATION AND TRANSITION OF THE CITY'S DEFERRED COMPENSATION 457(B) RECORD-KEEPING PLATFORM FROM NATIONWIDE TO VOYA AND CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH SFG RETIREMENT PLAN CONSULTING, LLC FOR DEFERRED COMPENSATION 457(B) PLAN CONSULTING AND INVESTMENT FIDUCIARY SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve transition of the City Employee Deferred Compensation 457(b) Plan from Nationwide to Voya effective February 1, 2020;
2. Authorize City Manager to execute the necessary agreements in regard to the transition;
3. Approve first amendment to agreement with SFG Retirement Plan Consulting, LLC; and
4. Authorize City Manager to execute agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City provides employer-sponsored deferred compensation plans under Section 457(b) of the Internal Revenue Code (IRC). The 457(b) Plan provides tax benefits to employees making voluntary deposits into the Plan for their retirement. As the plan sponsor, the City has certain fiduciary duties and responsibilities under State law (California State Constitution, Article XVI Section 17). These duties and responsibilities

CONSIDERATION AND APPROVAL OF CONSOLIDATION AND TRANSITION OF THE CITY'S DEFERRED COMPENSATION 457(B) RECORD-KEEPING PLATFORM FROM NATIONWIDE TO VOYA AND CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH SFG RETIREMENT PLAN CONSULTING, LLC FOR DEFERRED COMPENSATION 457(B) PLAN CONSULTING AND INVESTMENT FIDUCIARY SERVICES

October 1, 2019

Page 2 of 5

ensure the operation and investment of the public retirement plan is for the exclusive purpose of providing benefits to participants and beneficiaries. Specifically, fiduciary responsibilities include:

- Investing the assets of the plan;
- Administering the plan; and
- Engaging in a prudent process for making all decisions related to the operation of the plan, including decisions related to the plan's investments and related services.

Because of the increasing complexity of the investment process and associated responsibilities, staff sought to learn more about trends affecting the employer sponsored retirement plan marketplace and laws governing fiduciary requirements for the operation of the City's sponsored plan. In addition, in an effort to fulfill the City's fiduciary responsibility to provide plans in the best interest of participating employees, the City sought to conduct a review of existing plans.

City staff learned that other cities were evaluating the fees charged as part of their Deferred Compensation plans, the process utilized and what outside consultants/advisors were being utilized to assist with the technicalities of the analysis. The City selected SFG Retirement Plan Consulting, LLC ("SFGRPC") after learning about the process utilized and the positive results obtained for many cities, both in reduced fees and higher interest rates on investments.

SFGRPC began by conducting a review of the City's existing Nationwide plan. The review included a Request for Information ("RFI") to Nationwide. The RFI included a review of all contract related data, including but not limited to, administrative fees associated with the plan, investment options, asset values, fixed account interest rates, and additional fees that may be charged by Nationwide. Utilizing the information obtained through the RFI, SFGRPC obtained alternative quotes from four record-keepers (Nationwide, Voya, MassMutual and Lincoln) to determine whether the incumbent Plans were competitive and fees assessed were reasonable.

After reviewing the data collected through the RFI, it was determined that the plan participants (City employees) as a whole would benefit from migrating from the current record-keeper, Nationwide, to Voya. By implementing the change, SFGRPC is providing the City the opportunity to reduce plan and investment fees by \$28,000, enhance the investment options, and provide participants a higher fixed interest rate. The fixed interest

CONSIDERATION AND APPROVAL OF CONSOLIDATION AND TRANSITION OF THE CITY'S DEFERRED COMPENSATION 457(B) RECORD-KEEPING PLATFORM FROM NATIONWIDE TO VOYA AND CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH SFG RETIREMENT PLAN CONSULTING, LLC FOR DEFERRED COMPENSATION 457(B) PLAN CONSULTING AND INVESTMENT FIDUCIARY SERVICES

October 1, 2019

Page 3 of 5

rate for participants will increase from an annualized crediting rate of 1.82% to 3.18% (net of fees), an estimated positive impact of \$42,000. The combination of fee savings and fixed interest earnings provides an estimated \$70,000 annual positive impact to plan assets, benefiting participants based on their asset allocation. In addition, the quality of the investment options offered to participants will increase from a score of 6.7 to a score of 9.1 based on a quantitative and qualitative investment scoring system (RPAG) of 1 to 10 with 10 being the best score. The improvement in investment quality will significantly enhance participant balances by millions of dollars in future years.

Voya, in addition to providing the lowest record-keeping fee without negative contract term provisions, is providing a three-year rate guarantee on the fixed interest account of 3.50% for year 1, 3.25% for year 2, and a minimum of 3.00% for year 3.

SFGRPC's fees will be paid by the plan, having no financial impact on the City, once the transfer process is approved by City Council on October 1, 2019. SFGRPC's fee for the services listed are \$2,083.33 per month. The City can leverage the positive financial impact to the plan in order to cover SFGRPC's fees. The \$70,000 of positive financial impact is a net calculation after applying SFGRPC's fees. The City is able to obtain the needed Fiduciary, Investment and Advocacy services for the City and plan participants without a direct cost to the City or the Plan participants (City employees). SFGRPC's Investment Advisory and Service Agreement will not include a minimum contract period, which is a benefit to the City. The contract may be terminated at any time with a 60-day notice.

Based upon SFGRPC's performance and demonstrated experience in the RFI and RFP processes, the City is interested in engaging SFGRPC to provide investment advisory and consulting services for the City's employee plans. SFGRPC will act as a co-fiduciary to the plan investments and will implement a due diligence process for the City to follow and ensure the City is meeting its fiduciary responsibilities. SFGRPC's services will include the following:

- Investment Fiduciary;
- Fiduciary education and training;
- Investment policy statement development;
- Plan conversion support;
- Compliance assistance;
- Quarterly investment monitoring;
- In-depth qualitative and quantitative fund analysis;

CONSIDERATION AND APPROVAL OF CONSOLIDATION AND TRANSITION OF THE CITY'S DEFERRED COMPENSATION 457(B) RECORD-KEEPING PLATFORM FROM NATIONWIDE TO VOYA AND CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH SFG RETIREMENT PLAN CONSULTING, LLC FOR DEFERRED COMPENSATION 457(B) PLAN CONSULTING AND INVESTMENT FIDUCIARY SERVICES

October 1, 2019

Page 4 of 5

- Annual plan demographic review; and
- Participant education strategy and support (including on-site meetings).

A number of cities in the region have recently retained SFGRPC for investment advisory and fiduciary services, including the cities of Commerce, Carson, Bellflower, Bell Gardens, Downey, Monterey Park and Norwalk. Although there are other companies that offer the same services as SFGRPC, SFGRPC provides the most comprehensive services, especially in regards to pricing negotiations, compliance, custom participant education, conversion coordination, and plan sponsor/participant service. For these reasons, staff is recommending that the City Council retain SFGRPC to provide these services.

Upon approval by the City Council, the next steps in the process will include the launch of the plan conversion, including a review of plan documents, an employee education campaign and the transfer of assets (conversion) from the old plans to the new plans. The conversion will take approximately 120 days to complete based on inforce provisions in the Nationwide service agreement. With implementation of this conversion and the contracting with SFGRPC, plan participants will benefit from lower fee schedules, better quality funds, greater flexibility in investment choices and options, and maximizing pre-tax deductions which reduces the amount of income taxes paid.

Management felt that it was important to get concurrence from the City's bargaining groups in recommending a change to the employees' deferred compensation plan. Representatives from the three bargaining groups in addition to non-represented employees were invited to an educational presentation provided by SFGRPC. The information was shared with each group's members. All City bargaining groups concur with the change that is being recommended because of the benefits it provides employees, including lower fees and increased interest earnings on their investments.

FISCAL IMPACT

The City's employees (Plan participants) will benefit from lower fees and a higher fixed interest rate. Beginning October 1, 2019 with the approval by the City Council to begin the transition process, there will no longer be a fiscal impact to the City, as SFGRPC's fees will be paid by Deferred Compensation plan assets. The fees are no longer an expenditure of the City.

CONSIDERATION AND APPROVAL OF CONSOLIDATION AND TRANSITION OF THE CITY'S DEFERRED COMPENSATION 457(B) RECORD-KEEPING PLATFORM FROM NATIONWIDE TO VOYA AND CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH SFG RETIREMENT PLAN CONSULTING, LLC FOR DEFERRED COMPENSATION 457(B) PLAN CONSULTING AND INVESTMENT FIDUCIARY SERVICES

October 1, 2019

Page 5 of 5

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT(S)

- A. First Amendment to Agreement with SFG Retirement Plan Consulting, LLC for Retirement Plan Investment Advisory Services
- B. Original Agreement with SFG Retirement Plan Consulting, LLC for Retirement Plan Investment Advisory Services dated September 6, 2018

ATTACHMENT "A"



**FIRST AMENDMENT TO RETIREMENT PLAN INVESTMENT ADVISORY
AGREEMENT**

In consideration of the mutual undertakings in this Amendment (“Amendment”) and for other good and valuable consideration, the Agreement between SFG Retirement Plan Consulting, LLC (“Consultant”) and the City of Huntington Park (“City”) which was executed by the parties with an effective date of September 6, 2018, is hereby amended by mutual agreement, with an effective date of October 1, 2019, as follows:

APPENDIX A. – FIDUCIARY SERVICES – is replaced in its entirety with the attached APPENDIX A – FIDUCIARY SERVICES.

APPENDIX B. – NON-FIDUCIARY SERVICES – is replaced in its entirety with the attached APPENDIX B – NON-FIDUCIARY SERVICES.

APPENDIX C. – FEE SCHEDULE is replaced in its entirety with the attached APPENDIX C – FEE SCHEDULE.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

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

CITY OF HUNTINGTON PARK:

**SFG RETIREMENT PLAN CONSULTING,
LLC**

By: _____
Ricardo Reyes
City Manager

By: _____
Mark Shuster
Managing Member

ATTEST:

Donna G. Schwartz, CMC, City Clerk

APPENDIX A – FIDUCIARY SERVICES

CONSULTANT will perform the following fiduciary services:

1. Development of an investment policy statement (IPS). The IPS establishes the investment policies and objectives for the Plan(s), and shall set forth the asset classes and investment categories to be offered under the Plan(s), as well as the criteria and standards for selecting and monitoring the investments. The CITY shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.
2. Consistent with the Investment Policy Statement, CONSULTANT will select the initial investment options within the Plan(s).
3. CONSULTANT will periodically review the investments within the plan(s) and shall be responsible for making additions/deletions thereto.
4. Consultant will provide periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS, and make recommendations to maintain, or remove and replace investment options. Reports to include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index.
5. Meet with CITY on a periodic basis to discuss reports and recommendations.
6. Annually review the IPS with the CITY to ensure it continues to meet the City's needs.
7. Selection of a default investment for participants who fail to make an investment election.
8. Coordinate the Deferred Compensation Committee meetings, record the meeting minutes and provide minutes to the attending members.

APPENDIX B – NON-FIDUCIARY SERVICES

CONSULTANT will perform the following Non-Fiduciary services:

1. Education program strategy - Assist in the education of the participants in the Plan(s) about general investing principles and the investment alternatives. This includes on-site meetings, webinars, one-on-one consultations.
2. Distribute plan(s) level newsletters to the CITY.
3. Distribute employee level memos to the CITY for distribution to their participants.
4. Plan(s) design consulting and Plan document review.
5. Assist the CITY in the transition of previous record-keeper(s) and/or plan(s) provider(s).
6. Provide vendor management/issue resolution to the CITY.
7. Provide consulting assistance on fiduciary best practices such as Fiduciary Education.
8. Provide assistance with mandatory and optional legislative changes.
9. Provide the CITY with custom communications, when needed.
10. Assist the CITY in their communications with record-keepers and/or plan(s) providers.
11. Provide the CITY with compliance updates and best practices.
12. Provide initial (one-time) RFP services and plan(s) fee negotiations on behalf of the CITY.
13. Incumbent vendor and fee review (RFI) – No charge.
14. Retiree meeting and consultations.
15. Custom communications.
16. Contract review support.

APPENDIX C – FEE SCHEDULE

1. All fees are billed in arrears.
2. The initial fee will be the amount, prorated for the number of days included in the initial billing period from the effective payment start date.
3. If this Agreement is terminated prior to the end of a billing period, SFGRPC shall be entitled to a fee, prorated for the number of days in the Billing Period prior to the effective date of termination.
4. All fees will be due and payable within 30 days and are payable to “SFG Retirement Plan Consulting, LLC”.
5. The annual fee for services shall be as follows:

Beginning October 1, 2019, the fee for service shall be \$2,083.33 per month. Fees will be deducted from Plan assets and will be paid to CONSULTANT by the Record-Keeper. Any amount of the fee described in this paragraph that is not paid prior to the Conversion Date as defined below, shall accrue and be paid within 30 days after the Conversion Date.

The Conversion Date is defined as the earlier of the date the plan is converted to a new Record-Keeper and assets from the prior Record-Keeper are transferred, the date the plan is converted to a new Record-Keeper and the first payroll deferral is processed by the new Record-Keeper, or the date it is decided to remain with the incumbent Record-Keeper and new pricing is implemented, if applicable.

At SFGRPC's discretion the billing period described above may be adjusted to quarterly.

ATTACHMENT "B"

RETIREMENT PLAN INVESTMENT ADVISORY AGREEMENT
(For Plans not subject to ERISA)

Plan Sponsor: City of Huntington Park

Plan Sponsor Address: 6550 Miles Avenue
Huntington Park, CA 90255

Plan Name: City of Huntington Park
457(b) Deferred Compensation Plan

Plan Advisor: Mark Shuster

Investment Adviser: SFG Retirement Plan Consulting, LLC
225 South Lake Avenue, Suite 600
Pasadena, California 91101

Date: 9/6/2018

The Plan Sponsor, as the responsible plan fiduciary for the Plan, engages the Investment Adviser (“Adviser”) to provide the services described in this Agreement according to the terms of this Agreement.

1. **Fiduciary Authority.** The Plan is a participant-directed plan that is subject to the requirements of the Internal Revenue Code (the “Code”) and the Plan Sponsor has the authority to designate investment alternatives under the Plan and the related trust, and to enter into an Agreement with third parties to assist in these and related duties. In this capacity, the Plan Sponsor (or, to the extent the Plan Sponsor has delegated its investment authority to an investment committee, the committee) is referred to as the “Client.”
2. **Services.** Adviser agrees to provide the following services to Client, the Plan and the Plan participants:
 - (A) **Fiduciary Services:** Adviser will perform the Fiduciary Services described in Appendix A.
 - (B) **Non-Fiduciary Services:** Adviser will perform the Non-Fiduciary Services described in Appendix B.
 - (C) Client acknowledges that Adviser has no responsibility to provide any services related to the following types of assets: real estate (except for real estate funds and publicly traded REITs); stock brokerage accounts or

mutual fund windows; participant loans; non-publicly traded partnership interests; other non-publicly traded securities (other than collective trusts and similar vehicles); or other hard-to-value securities or assets. Such assets (except for real estate funds, publicly traded REITs, and collective trusts and similar vehicles) shall be referred to collectively as “Excluded Assets.” The Excluded Assets shall be disregarded in determining the Fees payable to Adviser pursuant to Section 3 of this Agreement, and the Fees shall be calculated only on the remaining assets (the “Included Assets”).

3. Fees.

- (A) The compensation, direct and indirect, of the Adviser for the performance of the Services is described in Appendix C.
- (B) Except as shown in Appendix C, Adviser will not receive any other compensation, direct or indirect, for its services under this Agreement.

4. Fiduciary Status: Limitations on Functions. Client acknowledges that:

- (A) In performing the Fiduciary Services, Adviser is acting as a fiduciary of the Plan and as a registered investment adviser under the Investment Advisers Act of 1940. Client acknowledges that it has retained, and will exercise, final decision-making authority and responsibility for the implementation of any recommendations or advice rendered to Client by Adviser as a Fiduciary Service.
- (B) In performing the Non-Fiduciary Services, Adviser is not acting as a fiduciary of the Plan.
- (C) In performing both Non-Fiduciary Services and Fiduciary Services, Adviser does not act as, nor has Adviser agreed to assume the duties of, a trustee or the Plan Administrator, and Adviser has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.
- (D) Adviser does not provide legal or tax advice.
- (E) Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, Adviser does not and cannot guarantee financial results.
- (F) Adviser may, by reason of performing services for other clients, from time to time acquire confidential information. Client acknowledges and agrees that Adviser is unable to divulge to the Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

- (G) Adviser is entitled to rely upon all information provided to Adviser (whether financial or otherwise) from reputable third parties or by Client, Client's representatives or third-party service providers to Client, the Plan or the Adviser, without independent verification. Client agrees to promptly notify Adviser in writing of any material change in the financial and other information provided to Adviser and to promptly provide any such additional information as may be reasonably requested by Adviser.
- (H) Adviser will not be responsible for voting (or recommending how to vote) proxies of any publicly traded securities (including mutual fund shares) held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plan or its trust remain with Client (or, if applicable, the Plan participants).
- (I) Client understands that Adviser (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.

5. Representations of Client. Client represents and warrants as follows:

- (A) It is the "responsible plan fiduciary" for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan. Adviser is entitled to rely upon this statement until notified in writing to the contrary.
- (B) The person signing the Agreement on behalf of Client has all necessary authority to do so.
- (C) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of Client represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by Adviser.
- (D) The Plan and related Trust permit payment of fees out of Plan assets. Client has determined that the fees charged by Adviser are reasonable and are the obligation of the Plan; however, if Client desires, it may pay the fees directly, rather than with Plan assets.

6. Representation of Adviser. Adviser represents as follows:

- (A) It is registered as an investment adviser under the Investment Advisers Act of 1940.
- (B) It has the power and authority to enter into and perform this Agreement.

7. Standard of Care.
- (A) Adviser will perform the Fiduciary Services described in Appendix A to the Plan in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B) or comparable state law.
 - (B) Adviser will perform the Non-Fiduciary Services described in Appendix B using reasonable business judgment and shall not be liable for any liabilities and claims arising thereunder, unless directly arising from Adviser's intentional misconduct or gross negligence.
8. Termination. Either party may terminate this Agreement upon 30 days prior written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of section 7 and subsections 4(G) and 10(H)) shall survive any expiration or termination of this Agreement. Upon termination, Adviser will have no further obligation under this Agreement to act or advise Client with respect to services under this Agreement.
9. Receipt of Disclosure. Client undertakes to review and consider the disclosures made by Adviser (including in this Agreement and the Form ADV Part 2A), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.
10. General Provisions.
- (A) Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via electronic mail, or (iv) sent via a nationally recognized overnight courier service to the address on the first page of this Agreement, such other address as any party shall have designed by notice in writing to the other party.
 - (B) Assignability. This Agreement is not assignable by either Party hereto without the prior written consent of the other Party.
 - (C) Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.

- (D) Entire Understanding and Modification. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.
- (E) Severability. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.
- (F) Headings. All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.
- (G) Applicable Law. The laws of the State of California shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless otherwise preempted or superseded by federal law.
- (H) Arbitration Agreement. To the extent permitted by law, all controversies between Client and Adviser, which may arise out of or relate to any of the services provided by Adviser under this Agreement, or the construction, performance or breach of this or any other Agreement between Adviser and Client, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in Pasadena, Los Angeles County, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.
- (I) Amendment Process. The Agreement may also be modified, including without limitation the services to be provided by Adviser or the fees charged by Adviser, in the manner set forth herein.

Adviser may propose to increase or otherwise change the fees charged, to change the services provided or otherwise modify this Agreement by giving Client reasonable advance notice of the proposed change. The notice shall be given in the manner described in this Agreement. The notice will (1) explain the proposed modification of the fees, services or other provisions; (2) fully disclose any resulting changes in the fees to be charged as a result of any proposed change in the services or other changes to this Agreement; (3) identify the effective date of the change; (4) explain Client's right to reject the change or terminate this Agreement; and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the proposed change(s) before the date on which the change(s) become effective Client will be deemed to have consented to the proposed change(s).

If Client objects to any change to this Agreement proposed by Adviser, Adviser shall not be authorized to make the proposed change. In that event Client shall have an additional sixty (60) days from the proposed effective date (or such additional time beyond 60 days as may be agreed by Adviser) to locate a service provider in place and instead of Adviser. If at the end of such additional sixty (60) day period (or such additional time period as agreed by Adviser), the parties have not reached Agreement on the proposed changes, this Agreement shall automatically terminate.

- (J) Waiver of Limitation. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client or Plan or any other party may have under federal or state securities laws.

The Parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above. This Agreement shall not be binding on Adviser until accepted by it, in writing, as indicated by its signature below.

Plan Sponsor*

Adviser

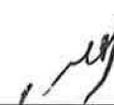
City of Huntington Park

SFG Retirement Plan Consulting, LLC

Plan Sponsor Signature

Adviser Signature


Ricardo Reyes


Mark Shuster

Print Name

Print Name

City Manager
Title

10/3/18
Date

9-11-18
Date

*The Plan Sponsor is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan's investments and engaging its service providers.

APPENDIX A

Adviser will perform the following fiduciary services:

- (i) Provide non-discretionary investment advice to Client about investment alternatives available for the Plan in accordance with the Plan's investment policies and objectives. Client shall have the final decision-making authority regarding the initial selection, retention, and removal of investment options.
- (ii) Assist in the development of an investment policy statement (IPS). The IPS establishes the investment policies and objectives for the Plan, and shall set forth the asset classes and investment categories to be offered under the Plan, as well as the criteria and standards for selecting and monitoring the investments. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.
- (iii) Prepare periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS and make recommendations to maintain or remove and replace investment options.
- (iv) Meet with Client on a periodic basis to discuss reports and recommendations.
- (v) Provide investment advice to the Client with respect to the selection of a default investment alternative for participants who fail to make an investment election.

APPENDIX B

NON-FIDUCIARY SERVICES

Adviser will perform the following Non-Fiduciary services:

- (i) Assist in the education of the participants in the Plan about general investing principles and the investment alternatives available under the Plan. Adviser will not provide investment advice concerning the appropriateness of any investment option for a particular participant or beneficiary under the Plan.
- (ii) Assist in the group enrollment meetings designed to increase retirement plan participation among employees. Adviser will not be acting as a fiduciary for purposes of providing enrollment support services.
- (iii) Distribute plan level newsletters to Client.
- (iv) Distribute employee level memos to Client for distribution to their Participants.

Other services as follows:

- (v) Assist Client in the transition of record-keepers and/or plan providers.
- (vi) Assist Client in their communications with the Vendor.
- (vii) Assist Client in coordinating employee education meetings.
- (viii) Assist Client in resolving Vendor service issues.
- (ix) Provide initial (one-time) RFP services and plan fee negotiations which will generate compensation as described in Appendix C.

LIMITATIONS ON NON-FIDUCIARY SERVICES

Adviser shall not be responsible or liable for the recommendations of or services rendered by anyone other than Adviser. Adviser and Plan Sponsor will work together to determine mutually agreed upon dates for the services listed in items (viii) and (ix) above. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of Plan Sponsor, Record Keeper(s), and/or Third Party Administrator(s).

APPENDIX C

FEE SCHEDULE

Fees are billed monthly in arrears.

Such monthly period is the "Billing Period."

The billing period will commence the effective date of this agreement.

Adviser compensation will be paid as follows:

- \$1,000 paid by City each billing period to January 1, 2019, or the 457(b) plan conversion date, whichever is later.

If this Agreement is terminated prior to the end of a Billing Period, Adviser shall be entitled to a fee, prorated for the number of days in the Billing Period prior to the effective date of termination.

All fees are payable to "SFG Retirement Plan Consulting, LLC"



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

October 1, 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 AWARD A PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL AUDITING SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Professional Services Agreement for Financial Auditing Services between the City of Huntington Park and Eadie + Payne, LLP; and
2. Authorize City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park is required to have its financial records, as well as its expenditures of Federal Grants, audited on an annual basis. The City contacted seven independent audit firms to discuss the professional independent audit services required by the City. After reviewing the qualifications of each firm, contacting references and reviewing the price quote provided by Eadie + Payne, LLP, it was determined by the City Manager and allowed under the City's Purchasing Ordinance, that based upon their exceptional experience in auditing Municipal financial records, it would be in the best interest of the City and its citizens to award the Financial Auditing Services Professional Services Agreement to Eadie + Payne, LLP.

The Agreement is for three years with a not-to-exceed cost of \$75,000 for each year. The services to be provided in the attached contract include:

- An independent audit of the City's financial records and preparation of the City's Basic Financial Statements;
- A separate Single Audit of the City's federal grant funding, internal control and compliance with grantor requirements, and;
- A report on the Appropriations Limit for each Fiscal Year.

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL AUDITING SERVICES

October 1, 2019

Page 2 of 3

Eadie + Payne, LLP is recommended to perform the financial audit services listed in the preceding paragraph for the following reasons:

- Significant technical experience with performing audits as it relates to the audit team assigned to perform the City's auditing services;
- Demonstrated understanding of the scope of work;
- The audit team's demonstrated professional skills, credentials and professional activities;
- Ability of the audit team to meet required deadlines for the City (completing financial statement audits/Single Audits by the March 31st deadline);
- Responsiveness to the requirements of the City of Huntington Park;
- Commitment to assisting City staff in improving timely financial recording and reporting; and
- Reasonable auditing services fees.

As required by the City to provide a not-to-exceed cap on the auditing services for each fiscal year, Eadie + Payne, LLP, submitted their proposed maximum fees to audit the Fiscal Years 2018-19, 2019-20, and 2020-21 (both financial statement audits and Single Audits), as follows:

Fiscal Year 2018-19	\$75,000
Fiscal Year 2019-20	\$75,000
Fiscal Year 2020-21	\$75,000

Additionally, the City has the option to extend the contract for an additional two years at the same annual not-to-exceed amounts:

Fiscal Year 2021-22	\$75,000
Fiscal Year 2022-23	\$75,000

This contract includes the first three years. The two-year extension would be presented for City Council consideration and approval prior to the Fiscal Year 2021-22 audit, if it is determined that an extension would be in the best interest of the City.

FISCAL IMPACT

The City's Fiscal Year 2019-20 Operating Budget contains sufficient monies for the Financial Statement Audit/Single Audit in account number 111-3010-415.32-40.

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL AUDITING SERVICES

October 1, 2019

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT(S)

- A. Professional Services Agreement for Financial Auditing Services between the City of Huntington Park and Eadie + Payne, LLP. Includes Exhibit A, Engagement Letter – Scope of Services

ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT
(Engagement: Financial Auditing Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of October 2019 (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Eadie + Payne, LLP (hereinafter, “INDEPENDENT AUDITOR”). For the purposes of this Agreement CITY and INDEPENDENT AUDITOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or INDEPENDENT AUDITOR interchangeably.

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

I.

ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, INDEPENDENT AUDITOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). INDEPENDENT AUDITOR 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 will become effective on the date written above, and will continue for the period of three (3) years beginning with audit of City’s fiscal year ending June 30, 2019, with options for two (2) additional years at the City’s discretion. 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. INDEPENDENT AUDITOR shall perform the various services and tasks set forth in the Scope of Services for the fiscal years ending June 30, 2019, 2020 and 2021 at a not-to-exceed sum of Seventy-Five Thousand Dollars (\$75,000.00) per year inclusive of expenses.

B. Section 1.3(A) notwithstanding, INDEPENDENT AUDITOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the

budgeted aggregate sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance & Administrative Services. In the event INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR'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, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's monthly compensation is a function of hours worked by INDEPENDENT AUDITOR'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.

- A. Interim billings shall not cumulatively exceed ninety percent (90%) of the annual fixed price. The final billing will be processed upon completion of the final task under the contract, which is the completion of final reports, as listed in **Exhibit "A"**.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify INDEPENDENT AUDITOR in writing of any disputed amounts included in the invoice. Within thirty (30) 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 INDEPENDENT AUDITOR.

1.5 ACCOUNTING RECORDS: INDEPENDENT AUDITOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement.

1.6 ABANDONMENT BY INDEPENDENT AUDITOR: In the event INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Finance & Administrative Services (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. INDEPENDENT AUDITOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 INDEPENDENT AUDITOR REPRESENTATIVE: INDEPENDENT AUDITOR hereby designates Donald N. Ecker, Client Services Executive, to act as its representative for the performance of this Agreement (hereinafter, "INDEPENDENT AUDITOR Representative"). INDEPENDENT AUDITOR Representative shall have full authority to represent and act on behalf of the INDEPENDENT AUDITOR for all purposes under this Agreement. INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR Representative shall constitute notice to INDEPENDENT AUDITOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: INDEPENDENT AUDITOR 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.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: INDEPENDENT AUDITOR represents, acknowledges and agrees to the following:
- A. INDEPENDENT AUDITOR shall perform all Work skillfully, competently and to the highest standards of INDEPENDENT AUDITOR's profession;
 - B. INDEPENDENT AUDITOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by INDEPENDENT AUDITOR; and
- F. All of INDEPENDENT AUDITOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that INDEPENDENT AUDITOR shall perform, at INDEPENDENT AUDITOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by INDEPENDENT AUDITOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of INDEPENDENT AUDITOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR or on INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR, including but not limited to the representation that INDEPENDENT AUDITOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of INDEPENDENT AUDITOR's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR or on behalf of INDEPENDENT AUDITOR in the performance of this Agreement. In recognition of this interest, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by INDEPENDENT AUDITOR or under INDEPENDENT AUDITOR's strict supervision. INDEPENDENT AUDITOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains INDEPENDENT AUDITOR on an independent contractor basis and not as an employee. INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR are not employees of CITY and shall at all times be under INDEPENDENT AUDITOR's exclusive direction and control. INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of INDEPENDENT AUDITOR's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to INDEPENDENT AUDITOR, a threat to persons or property, or if any of INDEPENDENT AUDITOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by INDEPENDENT AUDITOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, INDEPENDENT AUDITOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that INDEPENDENT AUDITOR and all persons retained or employed by INDEPENDENT AUDITOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. INDEPENDENT AUDITOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. INDEPENDENT AUDITOR and all persons retained or employed by INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. INDEPENDENT AUDITOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: INDEPENDENT AUDITOR shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: INDEPENDENT AUDITOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both INDEPENDENT AUDITOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by INDEPENDENT AUDITOR in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, INDEPENDENT AUDITOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to INDEPENDENT AUDITOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers registered to do business 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 INDEPENDENT AUDITOR'S INSURANCE: All policies of insurance provided by INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit INDEPENDENT AUDITOR or INDEPENDENT AUDITOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. INDEPENDENT AUDITOR hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's commencement of any work or any of the Work and annually thereafter. Upon CITY's written request, INDEPENDENT AUDITOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to the INDEPENDENT AUDITOR or any other person for, and the INDEPENDENT AUDITOR shall indemnify, defend and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the INDEPENDENT AUDITOR's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of the INDEPENDENT AUDITOR, its agents, officers, directors, Subcontractors or employees, committed in performing any of the services under this Agreement, or resulting from a Subcontractor's performance of or failure to perform any services under this Agreement, but excluding such Claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:
- A. INDEPENDENT AUDITOR shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - B. INDEPENDENT AUDITOR shall promptly pay any judgment rendered against City or any City Personnel for any such Claims or liabilities.
 - C. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other Claims arising out of or in connection with the INDEPENDENT AUDITOR's and/or a Subcontractor's performance or failure to perform any Services under this Agreement, INDEPENDENT AUDITOR shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.
- 4.2 CITY shall have the right to offset against the amount of any compensation due INDEPENDENT AUDITOR under this Agreement any amount due CITY from

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

- 4.3 The obligations of INDEPENDENT AUDITOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. INDEPENDENT AUDITOR 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.
- 4.4 CITY does not, and shall not, waive any rights that it may possess against INDEPENDENT AUDITOR 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.
- 4.5 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 INDEPENDENT AUDITOR a minimum of thirty (30) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, INDEPENDENT AUDITOR shall be compensated only for those services and tasks which have been performed by INDEPENDENT AUDITOR up to the effective date of the termination. INDEPENDENT AUDITOR may not terminate this Agreement except for cause as provided under Section 5.2, below. 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. INDEPENDENT AUDITOR shall cure the following Events of Defaults within the following time periods:

- i. Within thirty (30) business days of CITY's issuance of a Default Notice for any failure of INDEPENDENT AUDITOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which INDEPENDENT AUDITOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 30-day cure period, INDEPENDENT AUDITOR may submit a written request for additional time to cure the Event of Default upon a showing that INDEPENDENT AUDITOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds fifteen (15) calendar days from the end of the initial 30-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, INDEPENDENT AUDITOR may submit a written request for additional time to cure the Event of Default upon a showing that INDEPENDENT AUDITOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds fifteen (15) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR shall include, but shall not be limited to the following: (i) INDEPENDENT AUDITOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) INDEPENDENT AUDITOR'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) INDEPENDENT

AUDITOR'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 INDEPENDENT AUDITOR, whether voluntary or involuntary; (v) INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by INDEPENDENT AUDITOR within forty-five (45) calendar days of INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of INDEPENDENT AUDITOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend INDEPENDENT AUDITOR's performance under this Agreement pending INDEPENDENT AUDITOR's cure of any Event of Default by giving INDEPENDENT AUDITOR written notice of CITY's intent to suspend INDEPENDENT AUDITOR'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, INDEPENDENT AUDITOR shall be compensated only for those services and tasks which have been rendered by INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to INDEPENDENT AUDITOR, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for INDEPENDENT AUDITOR's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to INDEPENDENT AUDITOR 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 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by INDEPENDENT AUDITOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR 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.

6.2 **FALSE CLAIMS ACT:** INDEPENDENT AUDITOR warrants and represents that neither INDEPENDENT AUDITOR nor any person who is an officer of, in a managing position with, or has an ownership interest in INDEPENDENT AUDITOR 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.

6.3 **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:

INDEPENDENT AUDITOR:

Eadie + Payne, LLP
3880 Lemon St., Ste. 300
Riverside, CA 92501
Attn: Donald N. Ecker
Phone: (951) 241-7800

CITY:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255-4393
Attn: Ricardo Reyes, City Manager
Phone: (323) 584-6200

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.

6.4 **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.

6.5 **SUBCONTRACTING:** INDEPENDENT AUDITOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.6 **CITY'S RIGHT TO EMPLOY OTHER INDEPENDENT AUDITORS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by INDEPENDENT AUDITOR.

- 6.7 PROHIBITED INTERESTS: INDEPENDENT AUDITOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for INDEPENDENT AUDITOR, to solicit or secure this Agreement. Further, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR, 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.
- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 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.
- 6.10 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.
- 6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 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.

- 6.16 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.17 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.
- 6.18 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 INDEPENDENT AUDITOR 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.
- 6.19 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 counterpart 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 INDEPENDENT AUDITOR and the remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes, City Manager

Eadie + Payne, LLP:

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Donna G. Schwartz, CMC
City Clerk

DRAFT

EXHIBIT "A"

August 28, 2019

City of Huntington Park
Attention: Nita McKay, Director of Finance
6550 Miles Avenue
Huntington Park, CA 90255

Dear Nita:

On behalf of Eadie + Payne LLP, we thank you for the opportunity to be of service to the City of Huntington Park. Upon approval of the City Council we will immediately begin the audit for fiscal year ended June 30, 2019.

The services to be provided include 1) an independent audit of the City's financial records and assistance in the preparation of the City's Comprehensive Annual Financial Report (CAFR), 2) a single audit of the City's federal grant funding and 3) agreed-upon-procedures related to the City's GANN Appropriation Limitation calculation.

Our not-to-exceed fee for these services for the years ended June 30, 2019, 2020 and 2021 will be \$75,000 per year inclusive of expenses. Our proposal also includes an option for the extension of our services for two additional years.

Our engagement letter for these services for the year ended June 30, 2019 is attached.

Very truly yours,



Donald N. Ecker
Client Services Executive
951.241.7803



Hong N. Nguyen
Client Services Executive
951.241.7804



Eadie + Payne, LLP

3880 Lemon St., Ste. 300
Riverside, CA 92501

P.O. Box 1529
Riverside, CA 92502-1529

Office: 951-241-7800

www.eadiepaynellp.com

August 28, 2019

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

Dear Council Members:

We are pleased to confirm our understanding of the services we are to provide to the City of Huntington Park for the year ended June 30, 2019. This letter, and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein (collectively, "Agreement"), confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Huntington Park as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Huntington Park's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Huntington Park's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:



EADIE + PAYNE

*Celebrating a Century
of Quality Service*

Eadie + Payne, LLP

3880 Lemon St., Ste. 300
Riverside, CA 92501

P.O. Box 1529
Riverside, CA 92502-1529

Office: 951-241-7800

www.eadiepaynellp.com

**Certified Public Accountants
& Business Advisors**

1. Management's discussion and analysis;
2. General Fund, HUD HOME Program Special Revenue Fund and Community Development Block Grant Special Revenue Fund budgetary comparison schedules;
3. Schedules of changes in net pension liability and related ratios;
4. Schedules of proportionate share of net pension liability and related ratios;
5. Schedules of plan contributions;
6. Schedule of changes in net OPEB liability and related ratios;
7. Schedule of contributions - OPEB; and
8. Notes to required supplementary information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Huntington Park's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

1. Individual and combining fund financial statements; and
2. Schedule of expenditures of federal awards.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory section; and
2. Statistical section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. The objective also includes reporting on --

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records of City of Huntington Park, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of City of Huntington Park. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Huntington Park's compliance with provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Huntington Park's major programs. The purpose of these procedures will be to express an opinion on City of Huntington Park's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the basic financial statements, required supplementary information, combining and individual fund financial statements, schedule of expenditures of federal awards, and related notes of City of Huntington Park in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will perform agreed-upon procedures as described in the attached schedule (Attachment A) in connection with the Appropriation Limit Worksheet of the City of Huntington Park for the year ended June 30, 2019.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule does not constitute an examination, we will not express an opinion. We will report only our procedures and our findings. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will prepare progress reports and make a presentation to the City Council as requested by City management in order to communicate significant findings and recommendations during the audit.

We will also meet with the Huntington Park team on a regular basis to assist the City to identify any significant issues and find solutions to challenges encountered during the audit.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit report period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Management Responsibilities

Management is responsible for designing, implementing, establishing and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Eadie and Payne, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Eadie and Payne, LLP is not involved, you agree to clearly indicate in the exempt offering document that Eadie and Payne, LLP is not involved with the contents of such offering document.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date of the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, or attestation engagements performance audits or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Eadie and Payne, LLP meets the independence requirements contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Rules 101 and 102 of the American Institute of CPAs Code of Professional Conduct with respect to the audit of the City of Huntington Park for the year ended June 30, 2019.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Huntington Park; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, we understand that copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eadie and Payne, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eadie and Payne, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Based on our discussions, we will perform our audit field work during a mutually acceptable time frame and, issue our audit report on the financial statements and issue our single audit report no later than their respective required due dates. Donald N. Ecker and Hong N. Nguyen are the client services executives and are responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter or comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review accompanies this letter (Attachment B).

Our fees for these services will be \$75,000, including out-of-pocket costs (such as hotel, meals, postage, travel, telephone, etc.).

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Eadie and Payne, LLP shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP



Donald N. Ecker



Hong N. Nguyen

Accepted by the City of Huntington Park

Signature: _____

Title: _____

Date: _____

Attachments:

- Attachment A - Agreed-Upon Procedures
- Attachment B - Peer Review Letter
- Terms and Conditions Addendum

ATTACHMENT A
AGREED-UPON PROCEDURES

Appropriation Limit Worksheet of the City of Huntington Park for the year ended June 30, 2019

1. We will obtain the completed worksheets (or other alternative computations), and compare the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We will also compare the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.
2. For the Appropriations Limit worksheet we will add line A, last year's limit, to line E, total adjustments, and agree the resulting amount to line F, this year's limit.
3. We will compare the current year information presented in the Appropriation Limit worksheet to the other worksheets described in No. 1 above.
4. We will compare the prior year appropriations limit presented in the Appropriations Limit worksheet to the prior year appropriations limit adopted by the City Council during the prior year.

ATTACHMENT B



A Professional Accounting Corporation
www.pncpa.com

System Review Report

To the Partners of Eadie & Payne, LLP
& the California Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP (the Firm) in effect for the year ended April 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included an engagement performed under *Government Auditing Standards* and an audit of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP in effect for the year ended April 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Eadie & Payne, LLP has received a peer review rating of *pass*.

A handwritten signature in dark blue ink that reads 'Postlethwaite & Netterville'.

Donaldsonville, Louisiana
December 16, 2016

Eadie and Payne, LLP's Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "we," "us," or "our" is a reference to Eadie and Payne, LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs upon completion of the service or monthly as work progresses. Payment is due within 30 days of the date on the billing statement. If payment is not received by the due date, you will be assessed interest charges of 1% per month on the unpaid balance.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize a client portal, a collaborative, virtual workspace in a protected, online environment. The client portal permits real-time collaboration across geographic boundaries and time zones and allows Eadie and Payne, LLP and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use the client portal, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement.

You agree that Eadie and Payne, LLP has no responsibility for the activities of the client portal and agree to indemnify and hold Eadie and Payne, LLP harmless with respect to any and all claims arising from or related to the operation of the client portal. While the client portal backs up your files to a third party server, we recommend that you also maintain your own backup files.

Items placed on the client portal will be deleted periodically according to firm policy.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Records Management

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 7 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker or investment advisor.

Other Income, Losses and Expenses

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Eadie and Payne, LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

Management Responsibilities

While Eadie and Payne, LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Eadie and Payne, LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Eadie and Payne, LLP.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Entire Agreement

The engagement letter, including this *Terms and Conditions Addendum* and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

DONALD N. ECKER

Client Service Executive

decker@ceos2.com | Office 951.241.7803

"Your team has been a pleasure to work with. Thank you for your unfailing pragmatism, expertise, and joviality the entire way. Thank you all for a job well done!"

-Aja Brown, Mayor, City of Compton



Chairman

EDUCATION

BS Degree in Business Administration, emphasis in Business, from California Polytechnic University, Pomona

Executive MBA from Northwestern University, Kellogg School of Management

Young Presidents University Programs: Stanford, Buckhead - Georgia, Chicago, Monterey, Newport, Greece, Sweden, Taiwan, New Zealand, Colorado Springs, and Australia

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

COMMUNITY ORGANIZATIONS

Greater Riverside Chamber of Commerce
Past Chairman

Citizen of the Year

Business of the Year

Volunteer of the Year

UC Riverside Board of Trustees-28 Years
Monday Morning Group-Past Chairman,
30 years

Founding member of Security Bank of California

Co-Chair Measure A

Has participated in raising \$100M for Charities throughout the Inland Empire
United Way of the Inland Valleys, Past Chairman

Licensed by the State of California
Years of Experience: 50

SUMMARY

Mr. Ecker joined Eadie + Payne in 2015 as Director of Risk Management. He serves as Risk Advisor and Leader in Communication with boards and top management in assuring clients that services are delivered consistent with commitments.

Mr. Ecker is a true entrepreneur having founded various businesses in three distinctly different sectors. He founded CEO Strategic Solutions, LLC. He works with CEOs in clarifying the mission and giving objective solutions for business success. He served on two public boards; having qualified as a "financial expert" for SEC reporting, and chaired both audit committees.

Mr. Ecker is a Retired Senior and Managing Partner/Practice Leader of EY, a global professional services firm, including Managing Partner of the Riverside Office. During his 20 plus year career he co-founded the Capital Markets Group for the firm and headed Entrepreneurial Services, Southern California, that had approximately 350 people. While Managing Partner of EY Riverside, he was the coordinating/Relationship Partner on RCTC. He played a key role in transportation dating back to Measure A in 1988 as well as Measure AA in 1992. He also led the bond analysis of RCTC Toll Road original 1st placement. He participated in P3 discussions between the California Private Transportation Company, Orange County Measure M, and Riverside County from 1988-1993. He was part of the team that successfully negotiated the partnership between OCTA and RCTC.

Mr. Ecker is one of E+P's client service executives currently serving the Cities of Compton, Oxnard, and Riverside, and San Bernardino County's 90 Special Districts.

Mr. Ecker has earned a trusted relationship with the State Controller's Office dating back to 2016.

Mr. Ecker's career in the public sector includes:

- City of Compton
- City of Oxnard
- City of Riverside (agreed-upon procedures)
- City of Stockton (agreed-upon procedures)
- Mission Inn, City of Riverside Transaction
- Orange County- post bankruptcy
- Riverside County
- Riverside County Transportation Commission
- San Bernardino County - 90 Special Districts

Private Sector Includes:

- Baker's Burgers
- Guthy Renker
- Press Enterprise (Belo)
- Stater Bros.
- Yeager Construction (Skanska)

HONG N. NGUYEN, CPA

Client Service Executive

hnguyen@eadiepaynell.com | 951.241.7804

Ms. Nguyen strives for continual improvement and embraces being a positive resource to her clients.



Principal

EDUCATION

BS Degree in Business Administration, emphasis in Accounting, University of California, Riverside

Brainard Strategy Leadership Academy graduate September 2018

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

California Society of Municipal Finance Officers

COMMUNITY ORGANIZATIONS

Salvation Army San Bernardino, board member



Licensed by the State of California
Years of Experience: 11

SUMMARY

Ms. Nguyen joined Eadie + Payne in 2008 and was promoted to principal in 2018. Ms. Nguyen possesses a comprehensive understanding of governmental auditing standards and an ability to apply technical accounting and auditing knowledge to real-life situations of the clients she serves. She demonstrates professional judgment, makes sound decisions, and possesses strong project management and interpersonal skills.

She has been the Executive on numerous initial audit engagements and excels in gaining a thorough understanding of the entity's operations and procedures. She values integrity and continued improvement and empowering finance departments through assisting them in presenting sound financial statements.

Ms. Nguyen's governmental clients served include:

- Big Bear Municipal Water District
- City of Compton
- City of Industry
- City of Montebello
- City of Oxnard
- City of Pomona Redevelopment Agency
- City of San Fernando Redevelopment Agency
- City of Stockton
- Hesperia Recreation and Park District
- Inland Valley Development Agency
- Law Library for San Bernardino County
- San Bernardino County Special Districts
- San Bernardino Valley Water Conservation District

In most recent years, Ms. Nguyen assisted clients with some highly unique and complex compliance and financial reporting challenges. Her ability to analyze large quantities of financial data, internal controls, and accounting systems is what makes her valuable to our clients and the firm. She works closely with members of governance, management, and finance staff to provide solutions and to communicate relevant financial information.

She also serves as a technical standards review partner, serving as a second set of eyes to ensure that the financial statements are presented in accordance with appropriate accounting pronouncements.

RECENT RELEVANT CPE:

- AICPA Government Audit Quality Center Update: 2019, 2018, 2016
- Effective HUD Compliance Audits: 2019
- CSMFO Annual Conference 2019: CalPERS Leadership Update
- CSMFO Annual Conference 2019: ROPS Final or Not?
- CSMFO Annual Conference 2019: Coleman Report
- CSMFO Conference: 2018, 2017, 2016
- CSMFO Panel, Case in Point: Restoring Fiscal Credibility to Your City: 2018
- E+P Audit and Accounting Update: 2018, 2017, 2016
- Quarterly Yellow Book Updates: 2018, 2017
- AICPA Single Audit Fundamentals: 2018
- AICPA State and Local Government Audit Planning Considerations: 2018
- Understanding and Evaluating Internal Control: 2018
- In Focus: GASB Preliminary Reviews, Financial Reporting Model Improvements: 2018
- E+P Risk Assessment and Internal Control: 2017
- E+P Single Audit Update: 2016

DEBORAH L. CROWLEY, CPA

Technical Reviewer

dcrowley@eadiepaynellp.com | 951.241.7806



Partner, Attest

EDUCATION

BA Degree in Business Administration, emphasis in Accounting, California State University, San Bernardino

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

California Special Districts Association

COMMUNITY ORGANIZATIONS

Kiwanis Club of San Bernardino

Family Service Association of Redlands

Friends of Prospect Park

CSUSB Business Alliance

Licensed by the State of California
Years of Experience: 38

SUMMARY

Ms. Crowley is Eadie + Payne's audit quality control partner. She performs the technical standards review for many of the Firm's audit engagements and serves as the liaison with the Firm's independent peer review team. Ms. Crowley has extensive experience working with Governmental entities, not-for-profit organizations, and for-profit entities.

Ms. Crowley has served as the engagement partner for the following entities:

- Consolidated Fire Agencies of the East Valley (CONFIRE JPA)
- Law Library for San Bernardino County
- Riverside County Sheriff's Department
- Riverside County Department of Public Social Services
- San Bernardino Regional Emergency Training Center
- San Bernardino Public Safety Authority
- San Bernardino Community College District
- San Bernardino Valley Water Conservation District
- Victor Valley Wastewater Reclamation Authority
- West Valley Water District (Treasurer)

In 2016 Ms. Crowley coordinated the Quality Control Review by the State Controller's Office (SCO) of E+P's work papers for the City of Oxnard. The successful conclusion was that the audit was performed in accordance with the standards and requirements set forth in GAGAS, GAAS, OMB Circular A-133, and the California Business and Professions Code.

Ms. Crowley served as lead partner in providing agreed-upon procedures and consulting services to former redevelopment agencies in several cities in Los Angeles County, Riverside County, and San Bernardino County and assisted these agencies with the unique and complex compliance and financial reporting requirements related to the dissolution of redevelopment agencies in California.

Ms. Crowley will conduct an engagement quality control review for the firm's audit of the County of San Bernardino's June 30, 2019, financial statements. Ms. Crowley will act as a second set of eyes to ensure that the engagement has been performed in accordance with Government Auditing Standards, AICPA's attestation standards, and firm policies.

RECENT RELEVANT CPE:

AICPA – 2018 Compliance supplement and Single Audit Update, and 2017 AICPA Government Audit Quality Center Update: 2018, 2017, 2016
AICPA GA QC Webinar: Auditor Independence in a SLG Environment, 2017
AICPA's Independence: Compliance with the Professional Code of Conduct and Practical Considerations 2018
AICPA's Single Audit Fundamentals 4 part webinar series 2017
CalCPA Governmental Accounting and Auditing Conference: 2016
AICPA's Webinar Series on GASB's Pension Standard: 2016
Professional Ethics in Practice 2018
E+P Audit and Accounting Update: 2018, 2017, 2016
New COSO Framework: 2015

MARY MAXION, CPA

Manager

mmaxion@eadiepaynellp.com | 951.241.7823



Manager

EDUCATION

BA Degree in Business
Administration emphasis in
Accounting, DeVry University, Long
Beach, California

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public
Accountants

California Society of Certified Public
Accountants

Licensed by the State of California
Years of Experience: 3

SUMMARY

Ms. Maxion joined Eadie + Payne as a staff accountant in April 2017 and was promoted to manager in January 2019. Ms. Maxion demonstrates a strong understanding of generally accepted accounting principles, as well as governmental auditing standards. She has proven herself to be a valuable key team player by undertaking challenging assignments and overcoming them through efficient planning, sound decision making, and effective communicating, both internally and externally.

Ms. Maxion's clients served include:

- City of Compton
- City of Moreno Valley
- City of Oxnard
- Hesperia Recreation and Parks District
- Cal Bean and Grain Cooperative Inc.
- Calcot, Ltd.
- San Bernardino Special Districts
- Central Valley Almond Association
- Fisher Family Properties, LLC
- Inland Counties Regional Center, Inc.
- Partners Advantage Insurance LLC
- Southern California Professional Golfers' Association Foundation, Inc.
- TuffStuff Fitness International Inc.
- Ultimate Internet Access, Inc.
- Ventura Pacific Company

Ms. Maxion is a key person in the firm's largest government audit client for which she serves as a key player in assessing weaknesses in internal control by conducting interviews with department heads, documenting procedures, observations, and control testing. Ms. Maxion plays a critical role in processing and documenting over 200 findings, including interpreting State Controller's internal control findings. Ms. Maxion also assigns and supervises staff to complete work on multi-year engagements concurrently. She works with various City departments to manage the project work flow and communications of requested items in relation to the engagement.

RECENT RELEVANT CPE:

- AICPA –GAQC Update: 2019, 2018, 2017
- Quarterly Yellow Book Update: 2019
- E+P The Firm's System of Quality Control: 2019
- CSMFO Annual Conference, 2019: Fiscal Year-End Planning
- CSMFO Annual Conference, 2019: GFOA Best Practices
- CSMFO Annual Conference, 2019: Coleman Report
- AICPA – Single Audit Fundamentals, Parts 1-4, 2017
- CSMFO – The Coleman Report, 2018
- CSMFO – Avoiding the Pitfalls: Common Financial Reporting Deficiencies and Latest GASB Implementation Guidance, 2018
- CSMFO – The Future of IT and Smart Cities, 2018
- CSMFO – District 91 Risk and Compliance in Special Districts, 2018
- CSMFO – GASB Revisits the Financial Reporting Model, 2018
- CSMFO – Debt Disclosure Policies, 2018

SAM PANGAN, CPA

Senior Accountant

spangan@eadiepaynellp.com | 951.241.7829



Senior Accountant

EDUCATION

Bachelor of Technology in Accounting, British Columbia Institute of Technology

Associates Degree in Financial Management, British Columbia Institute of Technology

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

Licensed by the State of California
Years of Experience: 4

SUMMARY

Ms. Pangan joined Eadie + Payne as a senior accountant in August 2018 and was promoted to supervisor in July 2019. Ms. Pangan displays a strong understanding of generally accepted accounting principles and governmental auditing standards through performing tests of internal controls and compliance of numerous local governments, both in financial statement and single audits. She has proved herself as a key team player in performing single audit engagements for the firm's largest government audit clients, for which she thoroughly plans and tests required compliance requirements to bring forth matters for client process improvements, including the documenting any applicable findings.

During Ms. Pangan's two years in industry accounting and finance roles prior to public accounting, she thrived in a fast-paced, and deadline-driven environments, which facilitated her strong suit in efficient planning and testing of audit responsibilities. She displays proficiency and fast adaptation to technology and software systems by having been a key player in a major SAP accounting system transition which includes training third-party vendors both in remote and live class arrangements.

Ms. Pangan's clients served include:

- City of Aliso Viejo
- City of Claremont
- City of Compton
- City of El Cajon
- City of La Mesa
- City of La Verne
- City of Menifee
- City of Moorpark
- City of Oxnard
- City of Sierra Madre
- City of Thousand Oaks
- City of West Covina
- Pine Cove County Water District
- Riverside Highland Water Company
- Twentynine Palms Water District
- United Water Conservation District
- Vallecitos Water District
- Ventura Regional Sanitation District

RELEVANT RECENT CPE:

Audit Documentation: 2019
AICPA Government Audit Quality Center Update: 2019
CSMFO Annual Conference 2019: Balancing the Balance Sheet
CSMFO Annual Conference 2019: Fiscal Sustainability and Tech
AICPA – 2017 Auditing Update
Audits of State and Local Governments
California Rules and Regulations
A Single Audit Case Study: 2019
Opportunity Zones: A Remarkable Opportunity: 2019
AICPA Single Audit Fundamentals: 2018



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

October 1, 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 THREE (3) MOTOROLA MCC 7500 IP DISPATCH CONSOLES COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve purchase of three (3) Motorola MCC 7500 IP Dispatch Consoles from Motorola Solutions, Inc.; and
2. Authorize City Manager to execute the equipment lease-purchase agreement.

BACKGROUND

The police department's radio system is an essential part of the City's commitment to public safety. The radio system provides full-circle radio communication, in real time, connecting police officers, other first responders, and police dispatchers. This communication is vital in relaying information amongst public safety personnel and in relaying information provided by members of the community. The current Gold Elite dispatch consoles, are over 20 years old, and have reached their expected useful purpose. The consoles are also not P-25 compliant, as required by today's ICI standards.

Technology continues to change and additional investments are needed to ensure that the radio platform is contemporary and able to expand into the future with continued advancements in radio communication, functionality and safety features.

Every piece of equipment used by the police department has a manufacturer's recommended maintenance, repair and replacement schedule. Adhering to that recommended maintenance schedule is critical to ensuring the proper operation of that equipment in the field and minimizing the risk of failure that could contribute to serious injury or death, should the equipment fail. The maintenance and replacement of the

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE THREE (3) MOTOROLA MCC 7500 IP DISPATCH CONSOLES COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

October 1, 2019

Page 2 of 4

police radios is critical to the life and safety of our personnel and members of the public who expect and require our service and protection.

In 2015, Motorola officially discontinued the Centralcom Gold-Elite Series consoles, which is the current console in the Communications Center. Motorola announced that both support and the availability of parts would be discontinued in December 2018, effectively announcing the end of their useful purpose. Support for these consoles after December 2018 will be limited to best effort and constrained by the availability of limited parts on-hand and those purchased in secondary markets. Having the most critical piece of electronic equipment supported in this manner would be unprecedented and put police personnel at a much greater risk of equipment failures when their lives depend on reliable radio communication.

Dispatch consoles are complex electronic devices and factually the current consoles are over 20 years old, which has made them functionally obsolete as they are no longer fully compatible with modern radio technology. For example, the police department routinely requires the ability to communicate with surrounding agencies during emergency or wide spread incidents. Today, these communications are limited to the use of multiple radios given that various agencies operate on various radio frequencies. The recommended MCC 7500 IP consoles are “multi-band” and are capable of being pre-programmed with several thousand channels and complex communications plans, essentially eliminating this deficiency and enabling rapid interoperable communications for every officer and dispatcher, providing improved efficiency and safety.

Like other electronics, radio technology has also evolved significantly in many other key areas such as longer battery life, higher temperature ratings, improved emergency trigger, and higher channel capacity. The MCC 7500 IP voice and data are secured by multiple hardware encryption algorithms which protects sensitive information from scanners and eavesdroppers. P25 radio authentication ensures only valid users can access the system while two-factor authentication allows users to securely log into databases, which are vital upgrades improving communication security.

Motorola’s pricing for this project was obtained through the Los Angeles County Public Safety Pricing Level. Lower pricing levels are not authorized through other Motorola representatives.

The Motorola radio equipment and options that will be purchased by the City can be used on their existing Motorola two-way radio system and the ASTRO P25 trunked equipment that has proprietary features operating on Motorola Solutions Core equipment located at the Glendale Master Site.

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE THREE (3) MOTOROLA MCC 7500 IP DISPATCH CONSOLES COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

October 1, 2019

Page 3 of 4

Furthermore, authorized warranty, maintenance and support services for Motorola systems and hardware and software products are provided by Motorola and its network of authorized and trained service providers.

The proposed agreement is exempt from competitive bidding and selection pursuant to Section 2.5.19 (b) (4) in the Huntington Park Municipal Code which states that products or services can only be obtained from this vendor because it is from the manufacturer or the manufacturer certified dealer and/or “sole source”. In addition to this, Motorola is the sole source provider for the ICI network.

FISCAL IMPACT

The total fiscal impact for this purchase is \$481,311.96, which is the total cost of three new MCC 7500 IP dispatch consoles. Motorola, through the attached proposed lease-purchase agreement, is offering a 3 year deferred first payment plan that would begin in FY 2020-21 and culminate in FY 2022-23, giving the City time to budget this expense incrementally over the course of the 3 years. The payment plan is proposed as follows;

Payment Plan	Amount (*3.99% interest included)
FY 20-21	160,437.32
FY 21-22	160,437.32
FY 22-23	160,437.32
Total:	481,311.96

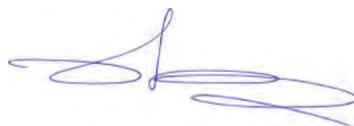
The expanded terms and conditions of the payment plan are contained in the attached proposed lease-purchase agreement for Council’s review.

In order to offset the impact to the General Fund, various funding sources can be considered for this purchase, such as county, state, or federal grants, should the City be able to acquire any, and/or asset forfeiture funds, should the City have forfeiture revenues available.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

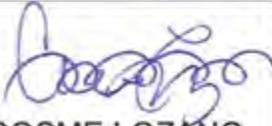


RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE THREE
(3) MOTOROLA MCC 7500 IP DISPATCH CONSOLES COMPATIBLE WITH THE
INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM**

October 1, 2019

Page 4 of 4



COSME LOZANO
Chief of Police

Attachment(s)

A. Motorola Solutions, Inc. Equipment Lease-Purchase Agreement.

ATTACHMENT "A"



9/10/19

City of Huntington Park
6550 Miles Ave
Huntington Park CA 90255

RE: Municipal Lease # 24683

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24683 are valid for contracts that are executed and returned to Motorola on or before **October 24, 2019**. After **10/24/19**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Marshall
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

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

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Huntington Park

E-mail Address: _____
Attention: _____
Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132**

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24683

LESSEE:

City of Huntington Park
6550 Miles Ave
Huntington Park CA 90255

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss") , Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of October, 2019.

LESSEE:
City of Huntington Park

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title: _____

By: _____
Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Huntington Park, an entity duly organized and existing under the laws of the **State of California** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24683**, between City of Huntington Park and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Huntington Park, hereto this ____ day of October 2019.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24683 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Huntington Park

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24683
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24683** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36Months

Commencement Date: October 15, 2019

First Payment Due Date: October 15, 2020

3 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

SECTION 2

EQUIPMENT LIST

This section provides a detailed list of the equipment necessary for the proposed solution.

SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
ICI Master Site	LICENSE	1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
ICI Master Site	LICENSE	1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
ICI Master Site	LICENSE	1	CA00997AL	ADD: UCS LICENSE KEY 7.14
ICI Master Site	LICENSE	1	CA02105AA	MCC7500/MCC7100 CONSOLE LIC
ICI Master Site	LICENSE	2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
ICI Master Site	LICENSE	1	CA01208AA	ENH: 500 RADIO USER LICENSES
Huntington Park PD	OP_POSIT	1	B1905	MCC 7500 ASTRO 25 SOFTWARE
Huntington Park PD	OP_POSIT	3	B1933	MOTOROLA VOICE PROCESSOR MODULE
Huntington Park PD	OP_POSIT	3	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
Huntington Park PD	OP_POSIT	3	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
Huntington Park PD	OP_POSIT	3	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
Huntington Park PD	OP_POSIT	3	CA00147AF	ADD: MCC 7500 SECURE OPERATION
Huntington Park PD	OP_POSIT	3	CA00143AC	ADD: DES-OFB ALGORITHM
Huntington Park PD	OP_POSIT	3	CA00182AB	ADD: AES ALGORITHM
Huntington Park PD	OP_POSIT	3	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
Huntington Park PD	OP_POSIT	3	DSPWR100012	STANDARD IEC AC POWER CORD 12 FOOT
Huntington Park PD	OP_POSIT	3	DQTT2833ALTB	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)



SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
Huntington Park PD	OP_POSIT	3	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
Huntington Park PD	OP_POSIT	3	T7885	MCAFFEE WINDOWS AV CLIENT
Huntington Park PD	OP_POSIT	3	DSEV241B	TECH GLOBAL EVOLUTION SERIES 24INCH WITH TOUCH
Huntington Park PD	SURGE	3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
Huntington Park PD	OP_POSIT	6	B1912	MCC SERIES DESKTOP SPEAKER
Huntington Park PD	OP_POSIT	6	B1913	MCC SERIES HEADSET JACK
Huntington Park PD	OP_POSIT	3	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
Huntington Park PD	OP_POSIT	3	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
Huntington Park PD	OP_POSIT	3	DSACM3151	TRANSMIT FOOT SWITCH 24 IN
Huntington Park PD	OP_POSIT	3	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
Huntington Park PD	IRR	3	DDN2090	DUAL IRR SW USB HASP W LICENSE, SOUND CARD, & SPKRS (V47)
Huntington Park PD	SWITCH	2	CLN1856	2620-24 ETHERNET SWITCH
Huntington Park PD	ROUTER	1	SQM01SUM0205	GGM 8000 GATEWAY
Huntington Park PD	ROUTER	1	CA01616AA	ADD: AC POWER
Huntington Park PD	ROUTER	1	SQM01SUM0205	GGM 8000 GATEWAY
Huntington Park PD	ROUTER	1	CA01616AA	ADD: AC POWER
Huntington Park PD	AUX_IO	1	F4543	SITE MANAGER BASIC
Huntington Park PD	AUX_IO	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
Huntington Park PD	AUX_IO	1	V266	ADD: 90VAC TO 260VAC PS TO SM
Huntington Park PD	AUX_IO	3	V592	AAD TERM BLCK & CONN WI



SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
Huntington Park PD	CAM	1	BVN1013	MKM 7000 Console Alias Manager Software
Huntington Park PD	CAM	1	DQTT2833ALTB	Z440 WS WITH WIN 7 (NON RETURNABLE) FOR LTB
Huntington Park PD	CAM	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
Huntington Park PD	CAM	1	T7885	MCAFEE WINDOWS AV CLIENT
Huntington Park PD	CAM	1	DSCL5808NCKIT	8 PORT LCD KVM 8 USB-PS 2 COMBO CABLES
Huntington Park PD	GCP8000	1	T7038	GCP 8000 SITE CONTROLLER
Huntington Park PD	GCP8000	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
Huntington Park PD	GCP8000	1	X153AW	ADD: RACK MOUNT HARDWARE
Huntington Park PD	GCP8000	1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER
Huntington Park PD	ECCGW	1	SQM01SUM0205	GGM 8000 GATEWAY
Huntington Park PD	ECCGW	1	CA01616AA	ADD: AC POWER
Huntington Park PD	ECCGW	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
Huntington Park PD	ECCGW	1	SQM01SUM0205	GGM 8000 GATEWAY
Huntington Park PD	ECCGW	1	CA01616AA	ADD: AC POWER
Huntington Park PD	ECCGW	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
Huntington Park PD	RACK	2	TRN7343	SEVEN AND A HALF FOOT RACK
Huntington Park PD	RACK	4	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
Huntington Park PD	RACK	2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Huntington Park PD	RACK	2	DDN9748	19 INCH BLACK SHELF
Huntington Park PD	RACK	2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT

SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
Huntington Park PD	APX7500CON	2	L30TSS9PW1 N	APX CONSOLETTTE DUAL BAND
Huntington Park PD	APX7500CON	2	GA00306	ADD: VHF MP PRIMARY BAND
Huntington Park PD	APX7500CON	2	GA00346	ADD: UHF R2 MP SECONDARY BAND
Huntington Park PD	APX7500CON	2	GA00579	ADD: ENABLE DUAL BAND OPERATION
Huntington Park PD	APX7500CON	2	G806	ADD: ASTRO DIGITAL CAI OPERATION
Huntington Park PD	APX7500CON	2	G51	ENH: SMARTZONE OPERATION APX
Huntington Park PD	APX7500CON	2	G361	ENH: P25 TRUNKING SOFTWARE APX
Huntington Park PD	APX7500CON	2	GA00580	ADD: TDMA OPERATION APX
Huntington Park PD	APX7500CON	2	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTTE
Huntington Park PD	APX7500CON	2	CA01598	ADD: AC LINE CORD US
Huntington Park PD	APX7500CON	2	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
Huntington Park PD	APX7500CON	2	G78	ADD: 3Y ESSENTIAL SERVICE
Huntington Park PD	APX7500CON	2	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
Huntington Park PD	APX7500CON	2	G996	ENH: OVER THE AIR PROVISIONING
Huntington Park PD	APX7500CON	2	W382	ADD: CONTROL STATION DESK GCAI MIC
Huntington Park PD	APX7500CON	2	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
Huntington Park PD	APX7500CON	2	L30SSS9PW1 N	APX CONSOLETTTE UHF R2 MP
Huntington Park PD	APX7500CON	2	CA01598	ADD: AC LINE CORD US
Huntington Park PD	APX7500CON	2	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTTE
Huntington Park PD	APX7500CON	2	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU



SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
Huntington Park PD	APX7500CON	2	G361	ENH: P25 TRUNKING SOFTWARE APX
Huntington Park PD	APX7500CON	2	G51	ENH: SMARTZONE OPERATION APX
Huntington Park PD	APX7500CON	2	G78	ADD: 3Y ESSENTIAL SERVICE
Huntington Park PD	APX7500CON	2	G806	ADD: ASTRO DIGITAL CAI OPERATION
Huntington Park PD	APX7500CON	2	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
Huntington Park PD	APX7500CON	2	G90	ADD: NO MICROPHONE NEEDED
Huntington Park PD	APX7500CON	2	G996	ENH: OVER THE AIR PROVISIONING
Huntington Park PD	APX7500CON	2	GA00580	ADD: TDMA OPERATION APX
Huntington Park PD	APX7500CON	2	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
Huntington Park PD	APX7500CON	2	HKN6184C	CABLE CH, PROGRAMMING,USB
Huntington Park PD	APX7500CON	2	HKN6233C	APX CONSOLETTA RACK MOUNT KIT
Huntington Park PD	APX7500CON	2	HKVN4289A	SOFTWARE,APX CPS DOWNLOAD - CURRENT VERSION
Huntington Park PD	ANTENNA	2	DSCOL4570	OMNI, MEANDER COLLINEAR, 7 DBD, 450-470MHZ PIM RATED
Huntington Park PD	ANTENNA	2	DSOA2041DIN	OFFSET, EXPOSED DIPOLE ARRAY, 5 DBD, 136-174 MHZ, PIM RATED
Huntington Park PD	Combiner	1	DSCS45520805SN	HYBRID CONTROL STATION COMBINER, 450-520 MHZ 8 CH.
Huntington Park PD	MPLS Router	1	DSIGMX104PREMAC	MX104 PREM BNDL 4MIC SLOTS 2PS 2RES JUNOS CIF DVR W/ 8X480TV
Huntington Park PD	MPLS Router	2	DSIGCBLPWRC15MHTMP	2.5M 13A/125V PWR CORD AC C15M STRAIGHT NEMA N5-15 TO HIGH TEMP
Huntington Park PD	MPLS Router	1	DSIGMIC3D20GESFPE	MIC-3D-20GE-SFP ENHANCED MAC SEC & TIMING PHY MAX 256 APS
Huntington Park PD	MPLS Router	1	DSIGSVCNDMX104	ND SUPPORT FOR MX104
Huntington Park PD	MPLS Router	4	DSIGSFP1GEFE	SFP 10/100/1000 COPPER

City of Huntington Park (Schedule B)

Compound Period:	Annual	
Nominal Annual Rate:	0.000%	first year
Nominal Annual Rate:	3.390%	remaining term

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	10/15/2019	\$ 465,702.97	1		
2 Lease Payment	10/15/2020	\$ 160,437.32	1		
3 Rate Change	10/15/2020	Rate: 3.390 %	Compounding: Annual		
4 Lease Payment	10/15/2021	\$ 160,437.32	2	Annual	10/15/2022

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	10/15/2019				\$465,702.97
1	10/15/2020	\$ 160,437.32	\$ -	\$ 160,437.32	\$305,265.65
	10/15/2020		Rate: 3.39%	Compounding: Annual	
2	10/15/2021	\$ 160,437.32	\$ 10,348.51	\$ 150,088.81	\$155,176.84
3	10/15/2022	\$ 160,437.32	\$ 5,260.48	\$ 155,176.84	\$ -
Grand Totals		\$ 481,311.96	\$ 15,608.99	\$ 465,702.97	

INITIAL INSURANCE REQUIREMENT: \$465,702.97

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$450,433.27 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.39%. Such issue price and yield will be stated in the applicable Form 8038-G.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24683** to that Equipment Lease Purchase Agreement number **24683** will be maintained by the City of Huntington Park as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24683** , City of Huntington Park , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24683 to that Equipment Lease Purchase Agreement number 24683. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24683 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Huntington Park**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 24683) held on ***October*** _____, ***2019***, the following resolution was introduced and adopted. BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Huntington Park(Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Huntington Park		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6550 Miles Ave		3	
6 City, town, or post office, state, and ZIP code Huntington Park CA 90255		7 Date of issue 10/15/2019	
8 Name of issue Equipment Lease-Purchase Agreement 24683		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14 450,433.27
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/15/2022	\$ 450,433.27	\$ 450,433.27	3 years	3.39 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest			22
23	Issue price of entire issue (enter amount from line 21, column (b))			23 450,433.27
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		450,433.27

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded <input type="checkbox"/> _____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded <input type="checkbox"/> _____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) <input type="checkbox"/> _____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c Enter the EIN of the issuer of the master pool bond ▶ _____		
d Enter the name of the issuer of the master pool bond ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____	Date	▶ _____
Signature of issuer's authorized representative		Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____	Firm's EIN ▶ _____		Phone no. ▶ _____	
Firm's address ▶ _____				

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24683

Lease Schedule A No. : 24683

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24683. See Schedule A for a detailed Equipment List.

LESSEE:

City of Huntington Park

By: _____

Date: _____



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 1, 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 AWARD SERVICES TO REPAIR AND INSTALL WELL, REMOVE AND DISPOSE OF SEDIMENT, AND CLEAN THE RESERVOIR AT WELL 16

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize Inframark under the currently approved Contract to proceed with the repair and installation of Well 16 for a not-to-exceed fee of \$82,102.81 and cleaning of the reservoir and removal of sediment at Well 16 for a not-to-exceed amount of \$39,546.10; and
2. Authorize City Manager or designee to execute the Request for Services (RFS).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

There are two distinct projects that are under consideration at the Well 16 site. The first is the repair and installation of the Well and the second is the removal of sediment and cleaning of the reservoir. To minimize down time and increase efficiencies it is recommended that both projects proceed simultaneously. The lead time to order parts for the Well is estimated at five weeks. The removal of sediment and cleaning of the reservoir can begin upon authorization.

Well 16 was taken off line in December of 2018 due to excessive vibration and noise emanating from the motor as a precautionary measure of to prevent potential damage. At that time an inspection was ordered. The inspection findings revealed numerous issues including a broken pump bowl, two broken bearings and water entering the oil tube. This sort of wear and tear is not uncommon due to the alluvial composition of the aquifer. The Engineering Inspection report and price quote to repair and install the Well are included as Attachment A for consideration.

CONSIDERATION AND APPROVAL TO AWARD SERVICES TO REPAIR AND INSTALL WELL, REMOVE AND DISPOSE OF SEDIMENT, AND CLEAN THE RESERVOIR AT WELL 16

October 1, 2019

Page 2 of 3

The State mandated five-year reservoir inspection occurred at about the same time the Well was taken offline. The inspection findings report subsequently issued cites corrosion on the roof underside, corrosion on the exterior of the roof and a layer of sediment that needs to be removed. The alluvial composition at this location contributes to the sediment being pumped from the Well into the reservoir along with the water and thereafter sits at the bottom of the reservoir. Periodic cleaning is required as a result of the geography of this Well site. A quote for the removal and the disposal of the sediment is included for consideration as Attachment B. At present, the removal of sediment and cleaning of the reservoir cannot be deferred.

A significant amount of downtime is associated with taking a reservoir or Well offline. For efficiencies sake the two repairs ought to be synchronized. At present the timing is optimal to schedule both projects for implementation.

Staff recommends authoring Inframark under the currently approved contract to perform the project administration of these two distinct activities. Delaying the necessary repairs and cleaning will further require us to purchase water to maintain system demand and over time become costlier than the current costs of these two activities.

LEGAL REQUIREMENT

The Department of Water Resources, Division of Drinking Water (DDW) conducts a Sanitary Survey every three years. The Sanitary Survey consists of onsite review of all utility reports, data management including record keeping practices, and an inspection of all Well sites. The purpose of the inspection is to document the conditions of the utility components. The next inspection will occur later this year.

The goal of the City's Water Division is to deliver safe, high quality drinking water to the community and to efficiently operate the Water Utility utilizing best management practices cost effectively in compliance with State regulations.

FISCAL IMPACT/FINANCING

City staff requested quotes from Inframark to repair Well 16 and clean the reservoir in tandem to avoid future down time of that site and thus reduce the likelihood of purchasing imported water. Full funding for this project was anticipated during the budget process and is available in Account No. 681-8030-461.43-30.

CONCLUSION

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

**CONSIDERATION AND APPROVAL TO AWARD SERVICES TO REPAIR AND
INSTALL WELL, REMOVE AND DISPOSE OF SEDIMENT, AND CLEAN THE
RESERVOIR AT WELL 16**

October 1, 2019

Page 3 of 3

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Inframark Quote Well Repairs
- B. Inframark Quote Reservoir

ATTACHMENT "A"

Dixon, Christina

From: Rodarte, Joanna <Joanna.Rodarte@inframark.com>
Sent: Tuesday, July 2, 2019 4:36 PM
To: Dixon, Christina
Cc: Ramos, Iris
Subject: Well #16 Pump Repairs and Installation Quote
Attachments: W16 Equip Sum Qte- 070219.pdf

Good afternoon Christina,

Per your request, attached please find the vendor quote for the Well #16 pump repairs and installation:

Project Description	Quote Amount	Inframark 10% mark-up per contract terms	Total Amount
Well #16 Pump Repairs and Installation	\$74,638.92	\$7,463.89	\$82,102.81

Please let me know if you have any questions.

Thank you,

Joanna Rodarte | Operations Supervisor



6900 Bissell Street | Huntington Park, CA 90255
(O) 1.323.587.5969 | (M) 1.323.326.9019 | www.inframark.com



**GENERAL
PUMP
COMPANY**

159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

July 2, 2019

Via Email

Inframark
6900 Bissell Street
Huntington Park, California 90255
Attn: Iris Ramos

Subject: Well 16

General Pump Company is pleased to provide our quote to repair the existing turbine pump equipment. After our recent engineering inspection, there were numerous issues as the pump bowl was destroyed by sand and or entrained air. Many months ago, it was noted water was also being pumped up the oil tube. Our inspection identified (2) two broken bearings that would attribute to the water entering into the oil tube. All tubes and shafts will require replacements as will the bowl assembly.

I reviewed the video and recommend we spend (2) days wire brushing the 14" screened casing. Because of the length of screen, I recommend using two brushes to maximize our efforts. The motor megs to ground and a budget estimate to rewind would be approximately 7,500k and comes with a 2-year warranty. I will confirm when I receive quote. This quote includes all shop labor, materials and field labor to brush. Reinstallation and startup costs are also included in this quote. Lead time on materials is 4-5 weeks.

Engineering Inspection

- Cone strainer is in good condition, suction pipe is corroded.
- Pump bowls are worn, suction case bearing housing is completely broken out of the suction case casting.
- Bowl bearing housings are worn out of the casting. Impellers and impeller hydraulic seal rings are worn.
- Bowl shaft shows wear in the bowl bearing journals.
- Column pipe is in fair condition, column pipe exhibits wear.
- Tube & shaft assemblies visually show corrosion, line shafts exhibit black hydrocarbon impregnation.
- One (1) tube bearing parted / broke; Discharge head appears to be in good condition as is the top tension plate.
- Top tube was cut during removal. Head shaft shows normal wear in tension bearing journal.
- Motor megs to ground, motor leads are in good condition. Rotor turns free by hand; non-reverse ratchet assembly appears to be operating properly. Motor megs 0 meg ohms at 500 volts.



Shop Labor

- Disassemble pump bowls & inspect 8 Hrs.
- Receive & inspect new materials, quality assurance 8 Hrs.
- Pressure wash suction pipe & cone strainer 1 Hr.
- Pressure wash column pipe, clean & inspect pipe couplings, prep for install 10 Hrs.
- Pressure wash new tube & shaft assemblies, prepare for Installation 10 Hrs.
- Stab out tube and shaft into column, prepare for installation, handling 6 Hrs.
- Remove top column from head, remove top column flange 2 Hrs.
- Clean aped holes; install top column flange w/ new bolting 2 Hrs.
- Machine head shaft, cut, thread & key, polish & balance 6 Hrs.
- Machine top tube "special" 6 Hrs.
- Replace oil receiver bearing, clean oil receiver packing nut 2 Hrs.
- Clean tube tension assembly; prepare for installation 2 Hrs.
- Clean oil pot & dripper assembly replace oil sight glass, copper tube & compression fittings 1 Hr.
- Replace water level gage tube & compression fittings 2 Hrs.
- Inspect & paint discharge head after sandblast 3 Hrs.
- Prepare (2) wire brushes 12 Hrs.
- Transport head to sandblast 2 Hrs.

Est. 83 Hrs. @ \$105/Hr. \$ 8,715.00

Materials

- Pump Bowl w/ impellers, 17-4SS bowl shaft & SS trim \$ 14,740.00
- Bowl shaft coupling 28.00
- Tube & shaft assemblies 12,020.00
- Black widow centering spider 240.00
- Top column flange GR5 bolting & gasket 31.00
- Oil receiver bearing bronze insert 120.00
- Tube tension plate GR5 bolting & "Tedit" packing 110.00
- Top tension tube "special" 138.00
- Head Shaft. 1,200.00
- Bronze adjusting nut, gib key & lock screw 225.00
- Oil pot, solenoid, sight glass dripper Assy, copper tube & fittings 230.00
- Gallon electric motor turbine oil 29.00
- Gallons oil tube installation turbine oil 228.00
- ¼" SS Dekron airline & compression fittings 1,280.00
- 1" Sch PVC flush joint 1,100.00
- Electrical connection kit "Large" 335.00



**GENERAL
PUMP
COMPANY**

Iris Ramos
Inframark
July 2, 2019
Page -3-

Materials (Continued)

• 10" 150# Nut, bolt & full-face gasket kit	127.00	
• Lot, SS bandit, buckles and pads	220.00	
• Misc. Assembly lube, solvents, paint, Permatex sealant, grease, • bolting, base shims	375.00	
• HTH Chlorine	125.00	
• Estimated inbound freight	425.00	
• Sales Tax @ 10.25%	<u>3,415.92</u>	36,741.92

Outside Service

• Sandblast discharge head	520.00	
• Motor rewind, standard testing, clean, dip & bake windings, replace thrust & guide bearings, balance rotor. Budget Est.	7,500.00	
• Re-video	1,250.00	9,270.00

Field Labor

• Mob to site- Conduct brief tailgate safety meeting		
• Set up equipment		
• Wire brush 14" diameter of well from 502' to 1003' (all screen zone)		
• HTH Chlorine to be used during the brushing phase		
Two Man crew with Combination Rig <i>Est.</i> 24 Hrs. @ \$350/Hr.	8,400.00	
<i>Est.</i> OT- 8 Hrs. @ \$110/Hr.	880.00	9,280.00

Install

• Mobilize to site and verify electrical.		
• Tailgate safety meeting.		
• Install repaired pump equipment and motor.		
• Wire up, check rotation, take lift, and perform start up.		
• Collect operational data and demobilize.		
Three-Man Crew with Rig & Service Truck <i>Est.</i> 20 Hrs. @ \$435/Hr.	8,700.00	
<i>Est.</i> OT- 4 Hrs. @ \$165/Hr.	660.00	
Electrician & Service Truck <i>Est.</i> 8 Hrs. @ \$159/Hr.	1,272.00	<u>\$10,632.00</u>

Total Labor & Materials \$ 74,638.92



Iris Ramos
Inframark
July 2, 2019
Page -4-

Should you have any questions or need additional information, please do not hesitate to contact us. Thank you.

GENERAL PUMP COMPANY, INC.

Tom Nanchy

Tom Nanchy
Sr. Project Manager/Project Engineer

ATTACHMENT "B"

Dixon, Christina

From: Rodarte, Joanna <Joanna.Rodarte@inframark.com>
Sent: Friday, July 19, 2019 3:33 PM
To: Dixon, Christina
Cc: Ramos, Iris
Subject: Well #16 Reservoir Cleaning, Chlorination, and Disinfecting Quote
Attachments: Huntington Park Well # 16 Remove Sediment.pdf

Good afternoon Christina,

Per your request, attached please find the vendor quote for the Well #16 Reservoir Cleaning, Chlorination, and Disinfecting:

Project Description	Quote Amount	Inframark 10% mark-up per contract terms	Total Amount
Well #16 Reservoir Cleaning, Chlorination, and Disinfecting	\$35,951.00	\$3,595.10	\$39,546.10

Please let me know if you have any questions.

Thank you,

Joanna Rodarte | Operations Supervisor



6900 Bissell Street | Huntington Park, CA 90255
(O) 1.323.587.5969 | (M) 1.323.326.9019 | www.inframark.com

From: Patrick Ricciardi [mailto:patrickr@JTThorpe.com]
Sent: Friday, July 19, 2019 1:16 PM
To: Dixon, Christina <cdixon@hpca.gov>
Cc: Ramos, Iris <Iris.Ramos@inframark.com>; Rodarte, Joanna <Joanna.Rodarte@inframark.com>
Subject: RE: Updated bid request HP Well Budget

It is a gorgeous Friday 😊

Here is quote for the cleaning with today date.

1 week notice is all that is needed on the cleaning.

The Rehabilitation cleaning was not in budget stand alone.

I will work on the tank repair quote Option b and get back to you asap

JTT HORPE

To: Inframark

July 19,2019

Attention: Ms. Iris Ramos -Water Department Manager

Re: **Well #16- Reservoir.**

Subject: Cleaning, Chlorination and Disinfecting.

We will furnish at the above all labor, materials, tools, equipment, supervision, Workmen's Compensation, Property Damage and liability Insurance necessary to complete in a workmanlike manner all the work described below:

Bid Item(s)	Description	Amount
1.	Remove reside water, Sediment,	\$ 35,951.00

1. Remove all reside Sand and Sediment from reservoir.
2. Soft clean interior reservoir, as needed
3. Pressure wash all interior surfaces.
4. Written Report of Coating Condition report including recommendation stamped by NACE 3 Inspector.

Note(s)

1. Price Includes Testing, removal of sediment.
2. Inframark to drain all water from reservoir prior to our commencement of work.
3. JTT Thorpe to dispose of sand sediment provided test results conclude no hazardous.
4. If unlikely event that sand is hazardous Huntington Park will pay and dispose under their EPA #.
5. Work Can be performed Time and Material not to exceed.

Respectfully Submitted;



Patrick Ricciardi

Division Manager- Coatings

NACE CERTIFIED COATINGS INSPECTOR LEVEL 3- Certification No. 28272

NACE CERTIFIED INTERNAL CORROSION TECHNOLOGIST Certification No. 44660

SSPC CERTIFIED PROTECTIVE COATING SPECIALIST Certification No. 2013-521-011

API CERTIFIED TANK ENTRY SUPERVISOR (TES)- Certification No. 74501

API CERTIFIED 1169 PIPELINE CONSTRUCTION INSPECTOR- Certification No. 78653



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 1, 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 AWARD SERVICES FOR THE DESIGN OF CIP 2019-06 STREET ENHANCEMENT PROJECT FY 2019-20

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize Infrastructure Engineers under the currently approved augmentation contract to proceed with the design of CIP 2019-06 Street Enhancement Project FY 19-20 (project) for a not-to-exceed amount of \$285,226; and
2. Authorize City Manager or designee to execute the Request for Services (RFS);
or
3. Direct staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to design the project and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of April 2, 2019, the list of streets eligible for resurfacing under Senate Bill 1, the Road Repair and Accountability Act of 2017, were presented to the City Council for approval. SB1 funds partially finance the cost to design, construct and manage the project. SB1 eligible projects are part of an annual program to treat pavement on various residential streets throughout the City. The street segments were selected and prioritized utilizing the City's Pavement Management System (Attachment A). The design scope of work includes preparing plans, specifications and engineer's estimate (PS&E) in preparation for the solicitation of bids from professionally licensed paving contractors.

CONSIDERATION AND APPROVAL TO AWARD SERVICES FOR THE DESIGN OF CIP 2019-06 STREET ENHANCEMENT PROJECT FY 2019-20

October 1, 2019

Page 2 of 3

Engineering support from an outside consultant is necessary to accomplish the design of the project. Staff initiated a RFS from Infrastructure Engineers under the currently approved augmentation contract to design the project. Staff seeks City Council direction to determine if additional solicitation is warranted for the design of the project. If so, staff will publish a formal RFP and solicit proposals from qualified firms to provide design services for the project.

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act. City is awarding Infrastructure Engineers' with the professional services agreement based on demonstrating competence and qualifications for this type of services.

If the City Council chooses to obtain proposals, the City Clerk's Office shall publish the RFP in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from engineering firms to design the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days.

FISCAL IMPACT/FINANCING

Infrastructure Engineers has submitted an RFS per the existing augmentation contract (Attachment B). The proposal of \$285,226 to design the project will be paid for from the Gas Tax Fund, Account No. 221-8010-431.76-01, which was adopted as part of the Fiscal Year 2019-20 budget.

If the direction of City Council is to release a RFP and solicit proposals for design services, staff will come back at a future City Council meeting requesting approval of the award of the contract.

CONCLUSION

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

**CONSIDERATION AND APPROVAL TO AWARD SERVICES FOR THE DESIGN OF
CIP 2019-06 STREET ENHANCEMENT PROJECT FY 2019-20**

October 1, 2019

Page 3 of 3

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. List of SB1 Streets
- B. Infrastructure Engineers RFS

ATTACHMENT "A"

Attachment A

List of SB1 Streets

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

ATTACHMENT "B"

REQUEST FOR SERVICES

City of Huntington Park

TO: Ricardo Reyes, City Manager
 DATE: September 24, 2019
 FROM: Steve Forster, Senior Vice President
 SUBJECT: Street Enhancement Project, CIP 2019-06 (Design Phase Only)

Acct. No. _____

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

Description of Request: The City of Huntington Park has requested Infrastructure Engineers (IE) to Prepare Plans, Specifications and Estimate (PS&E) for the design of FY 19-20 Street Enhancement Project (CIP 2019-06). The street segments are as follows:

Street Name	Begin	End
Albany Street	Gage Avenue	Clarendon Avenue
Albany Street	Clarendon Avenue	Randolph Street
Albany Street	Randolph Street	Belgrave Avenue
Albany Street	Belgrave Avenue	Laura Avenue
Mortimer Avenue	Marbrisa Avenue	Santa Fe Avenue
Mortimer Avenue	Albany Street	Marbrisa Avenue
Mortimer Avenue	Dead End	Albany Street
Santa Ana Street	State Street	WCL/Madison Avenue
Santa Ana Street	State Street	California Avenue

Infrastructure Engineers' scope of work will include the following during the Design Phase:

Task 1 – Design – Preparation of PS&E for the street improvements on the streets listed above.

Task 2 – Project Management and Administration Provide project management during the design phase of the project. This will include, but not be limited to a kick-off meeting, project development and design review meetings, overseeing the preparation of design documents, progress meetings, preparation of agendas and minutes, preparation and updates of project schedule, and project cost management. The remaining 50% of Project Management and Administration will be provided during the construction phase of the project.

Task 3 – Geotechnical Investigation services to determine the subsurface characteristics of the roadway section, structural pavement design and trench back fill for sewer and water repairs. This work is completed by a sub-consultant.

REQUEST FOR SERVICES

Task 4 – Topographical Survey of the physical features within the project area. The topo survey will be used to prepare the base maps for street improvements.

Project Budgeted Cost Estimate: \$3,011,170. Infrastructure Engineers' fee for above services is based on the Preliminary Cost Estimate of \$2,470,000 estimate as indicated below:

1. Design (PS&E) (7%)	\$177,800
2. Project Management & Administration (2%)	\$ 50,800
3. Topographical Survey	\$ 27,508
4. Geotechnical Investigation	\$ 29,118
Total	\$285,226

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

To be completed by Infrastructure Engineers:

Project Number: _____
 Projected Date of Completion: Six (6) months after RFS approval
 Project Manager: Farzad Dorrani, M.S.
 Estimated Cost of Services: \$285,226



 Steve Forster, Senior Vice President

 9/24/2019
 Date

APPROVED TO PROCEED:

 Ricardo Reyes, City Manager

 Date



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 1, 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 AWARD SERVICES FOR THE DESIGN OF CIP 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND CUDAHY STREET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize Infrastructure Engineers under the currently approved augmentation contract to proceed with the design of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street (Project) for a not-to-exceed amount of \$209,300; and
2. Authorize City Manager or designee to execute the Request for Services (RFS);
or
3. Direct staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to design the project and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park faces the challenge that many cities face and that is the replacement of aging infrastructure. Certain segments of the City's water infrastructure are approaching the end of its useful service lives. Many of these are undersized for current water demand. One of the common concerns of our water customers is the discolored water due to old unlined steel water mains that are corroded. The water infrastructure improvements include replacing old pipes with new stronger material and upgrading water services, hydrants, valves and were needed the water meters.

CONSIDERATION AND APPROVAL TO AWARD SERVICES FOR THE DESIGN OF CIP 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND CUDAHY STREET

October 1, 2019

Page 2 of 3

Identified as a priority in the current budget cycle was the replacement and upgrades to the City's water main on Hill Street and Cudahy Street between State Street and Salt Lake Avenue. These infrastructure improvements are necessary to meet the City's anticipated water needs and continue to allow the City to ensure that its residents have access to drinking water. Additional investment in the City's water infrastructure addresses deficient fire flows and capacity deficiencies over the next twenty plus years.

Engineering support from an outside consultant is necessary to accomplish the design of mainline replacement project. Staff initiated a RFS from Infrastructure Engineers under the currently approved augmentation contract to design the project. Staff seeks City Council direction to determine if additional solicitation is warranted for the design of the project. If so, staff will publish a formal RFP and solicit proposals from qualified firms to provide design services for the project.

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act. City is awarding Infrastructure Engineers' with the professional services agreement based on demonstrating competence and qualifications for this type of services.

If the City Council chooses to obtain proposals, the City Clerk's Office shall publish the RFP in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from engineering firms to design the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days.

FISCAL IMPACT/FINANCING

Infrastructure Engineers has submitted a RFS per the existing augmentation contract (Attachment A). The proposal of \$209,300 to design the project will be paid for from Account No. 681-8030-461.73-10, which was adopted as part of the Fiscal Year 2019-20 budget.

If the direction of City Council is to release a RFP and solicit proposals for design services, staff will come back at a future City Council meeting requesting approval of the award of the contract.

**CONSIDERATION AND APPROVAL TO AWARD SERVICES FOR THE DESIGN OF
CIP 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND
CUDAHY STREET**

October 1, 2019

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

A. Infrastructure Engineers RFS

ATTACHMENT "A"

REQUEST FOR SERVICES

City of Huntington Park

TO: Ricardo Reyes, City Manager
DATE: September 11, 2019
FROM: Steve Forster, Senior Vice President
SUBJECT: Street and Water Improvement Project – FY 2019/2020 (Design Phase Only)
Hill Street from State Street to Salt Lake Avenue
Cudahy Street from State Street to Salt Lake Avenue

Acct. No.: _____

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

Description of Request: The City of Huntington Park has requested Infrastructure Engineers (IE) to prepare Plans, Specifications and Cost Estimate (PS&E) for the street improvement and water replacement for the following street segments:

_____ Hill Street (State Street to Salt Lake Avenue) – 4,256 LF

_____ Cudahy Street (State Street to Salt Lake Avenue) – 4,775 LF

Infrastructure Engineers' scope of services will include the following:

Task 1 – Design Preparation of final PS&E including the design of new water mains to eliminate undersized and aging infrastructure. Design will include the reconnection of the water service laterals to the new main, fire hydrants and the replacement of aging water meters. The IE Design team shall complete the 3-phase utility notification and coordinate subsequent utility potholing for all proposed new water main as part of the design services. Potholing of all major utility conflicts will be completed to determine proper water main alignment. Both Streets will be evaluated for full depth reconstruction or a grind and overlay of the roadway segments based on the findings of the geotechnical investigation

Task 2 – Project Management and Administration Provide project management during the design phase of the project. This will include, but not be limited to a kick-off meeting, project development and design review meetings, overseeing the preparation of design documents, progress meetings, preparation of agendas and minutes, preparation and updates of project schedule, and project cost management. The remaining 50% of Project Management, Administration and Fund Administration will be provided during the construction phase of the project.

REQUEST FOR SERVICES

The IE Design team will also coordinate and obtain any outside agency permits per the design.

Task 3 – Topographical Survey of the physical features within the project area to prepare base map.

Task 4 – Geotechnical Investigation services to determine the subsurface characteristics of the roadway section and structural pavement design section alternatives as well as trench back fill.

Task 5 – Utility Pothole services to determine the type of water pipes indicated to be unknown in the existing report as requested by the City.

Per City's provided budget of \$1,900,000, Infrastructure Engineers' fee is based on the Preliminary Construction Cost Estimate of \$1,550,000 as summarized in the table below:

TASK	DESCRIPTION	COST
1	Design- Prepare PS&E Documents(7%)	\$108,500
2	Project Management and Administration (2%)	\$ 31,000
3	Topographical Survey	\$ 29,950
4	Geotechnical Investigation	\$ 14,850
5	Utility Potholing	\$ 25,000
TOTAL		\$209,300

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

To be completed by Infrastructure Engineers:

Project Number: _____

Projected Date of Completion: Five (5) months after RFS approval

Project Manager: Farzad Dorrani, MS

Estimated Cost of Services: \$209,300

Steve Forster, Senior Vice President

9/11/19
Date

APPROVED TO PROCEED:

REQUEST FOR SERVICES



**INFRASTRUCTURE
ENGINEERS**

Ricardo Reyes, City Manager

Date



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 1, 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 AWARD SERVICES FOR THE DESIGN OF CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENTS PROJECT, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) PROJECT ID# MEASURE R MR306.53 AND FTIP LA0G1669

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize estimated revenues in the amount of \$700,000 to account #222-0000-340.65-05 and approve budget appropriation in the amount of \$700,000 to account 222-8010-431.76-06 for the design of CIP 2019-02 Slauson Avenue Congestion Relief Improvements Project, LACMTA Project ID# Measure R MR306.53, and FTIP LA0G1669 (Project);
2. Authorize Infrastructure Engineers under the currently approved augmentation contract to proceed with the design of the project for a not-to-exceed amount of \$558,145; and
3. Authorize City Manager or designee to execute the Request for Services (RFS);
or
4. Direct staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to design the project and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of June 8, 2019, the City Council supported the execution of the funding agreement between the City and the Los Angeles County Metropolitan Transportation Authority (LACMTA) to complete the design phase of the Project. LACMTA has provided the City with a fully executed copy of the agreement.

CONSIDERATION AND APPROVAL TO AWARD SERVICES FOR THE DESIGN OF CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENTS PROJECT, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) PROJECT ID# MEASURE R MR306.53 AND FTIP LA0G1669

October 1, 2019

Page 2 of 4

The project will provide three lanes of travel on Slauson Avenue when approaching the intersections (distance of 500 feet). The additional driving lanes, “3rd lane”, utilize the parking lane during peak hours only. Westbound parking restriction will be implemented during the AM peak hours and eastbound parking during the PM peak hours. In addition, the left turn pocket lengths in all directions will be increased bus stops will be relocated to the “far-side” of intersections for operation improvements, and signalized intersections will be upgraded for installation and implementation of the County’s Traffic Signal Synchronization Program. This will include new signal poles, conduit, wiring, and controller cabinets with video detection.

The project limits encompass 500 hundred feet in each direction of five (5) Slauson Avenue intersections as follows:

- Slauson Avenue at Alameda Street – Intersection No’s 68 and 168 (Study and Congestion Relief)
- Slauson Avenue at Santa Fe Avenue– Intersection No. 151 (Congestion Relief)
- Slauson Avenue at Miles Avenue/ Soto Street – Intersection No. 69 (Congestion Relief)
- Slauson Avenue at Boyle Avenue/State Street – Intersection No. 170 (Congestion Relief)
- Slauson Avenue at Downey Road/Malburg Way – Intersection No. 169 (Study)

These intersections were identified from the I-710 Congestion Relief Program Map.

The design scope of work includes preparing Project Approval & Environmental Design (PA&ED) and Plans, Specifications and Estimate (PS&E) in preparation for the solicitation of bids from professionally licensed paving contractors. Additionally, coordination must take place with the neighboring cities where some of the right-of-way is shared.

The fully executed contract agreement between the City and LACMTA states under Section 4.0 Use of Funds, 4.4 that if the City will utilize consultants for architectural and engineering (A&E) services, that the “LACMTA requires that such activities be procured in accordance with the GRANTEE’s (CITY) contracting procedures and consistent with State law as appropriate.” One of the advantages of an On-Call A&E contract is that it is more streamlined than selection from an A&E roster since formal solicitation, selection, negotiation of basic rates, and contracting have already occurred. It is more streamlined than a project-specific advertisement and solicitation in that solicitation and selection for multiple assignments occurs under just one solicitation process.

Engineering support from an outside consultant is necessary to accomplish the design of the project. Staff initiated an RFS from Infrastructure Engineers under the currently approved augmentation contract to design the project. Staff seeks City Council direction to determine if additional solicitation is warranted for the design of the project. If so, staff will publish a formal RFP and solicit proposals from qualified firms to provide design services for the project.

CONSIDERATION AND APPROVAL TO AWARD SERVICES FOR THE DESIGN OF CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENTS PROJECT, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) PROJECT ID# MEASURE R MR306.53 AND FTIP LA0G1669

October 1, 2019

Page 3 of 4

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act. City is awarding Infrastructure Engineers' with the professional services agreement based on demonstrating competence and qualifications for this type of services.

If the City Council chooses to obtain proposals, the City Clerk's Office shall publish the RFP in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from engineering firms to design the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days.

FISCAL IMPACT/FINANCING

The LACMTA Board programmed \$700,000 from Metro Measure R funds for PA&ED and PS&E. An additional budget appropriation of \$700,000 to Measure R Account No. 222-8010-431.76-06 is requested at this time. A local match is not required, and funds are 100% reimbursable. This grant shall be paid on a reimbursement basis, whereby the City shall provide the appropriate supporting documentation when submitting expenditure reports. Quarterly progress reports (QPRs) must be submitted in compliance with the agreement. Public Works personnel will coordinate with the Finance Department to submit QPRs to Metro and seek reimbursement for the cost to design the project. This is a one-time only grant of Metro Measure R funds. This Metro grant does not imply nor obligate any future funding commitment on the part of LACMTA. City must comply with the timely use of funds. All funds programmed are subject to lapse by June 30, 2023.

With Council approval, staff will move forward with amending the Measure R budget by submitting "Form 1" notifying L.A. Metro of increased expenditures for FY 2019-20. Upon receiving approval from L.A. Metro of amended budget, staff will forward copies to the Finance Department. Public Works will not expend any monies until approval is received.

Infrastructure Engineers has submitted an RFS per the existing augmentation contract (Attachment A) for a not-to-exceed amount of \$558,145 to design the project.

If the direction of City Council is to release an RFP and solicit proposals for design services, staff will come back at a future City Council meeting requesting approval of the award of the contract.

**CONSIDERATION AND APPROVAL TO AWARD SERVICES FOR THE DESIGN OF
CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENTS
PROJECT, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY (LACMTA) PROJECT ID# MEASURE R MR306.53 AND FTIP LA0G1669**

October 1, 2019

Page 4 of 4

CONCLUSION

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

Respectfully submitted,

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

RICARDO REYES
City Manager

ATTACHMENT(S)

A. Infrastructure Engineers RFS

ATTACHMENT "A"

REQUEST FOR SERVICES

City of Huntington Park

TO: Ricardo Reyes, City Manager
 DATE: September 11, 2019
 FROM: Steve Forster, Senior Vice President
 SUBJECT: Slauson Avenue Congestion Relief Improvements Project (MR306.53), CIP 2019-02- (Design Phase Only)

Acct. No.: _____

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

Description of Request: The City of Huntington Park has been awarded a Metro Grant for Slauson Avenue Congestion Relief Improvements Project (MR306.83) for the design of five (5) intersection along the Slauson Avenue corridor and all other associated improvements to increase safety, intersection capacity, and operations. The design phase is part of the I-710 Early Action Projects program. The project is not funded through Metro I-710 Early Action Program for construction phase. Infrastructure Engineers (IE), through the course of this project will pursue the construction funding through the Gateway Cities COG, I-710 Project Committee.

As identified in the Attachment "C" of the Grant Application (See attachment), the Scope of work includes Environmental Analysis, Design (preparation of PS&E), Topographical Survey, Geotechnical Investigation and landscape/Irrigation Design. The scope of work also includes the Project Management, Administration and Fund Administration during Design Phase Only. The remaining 50% of Project Management, Administration and Fund Administration will be provided during the construction phase of the project.

Infrastructure Engineers' fee is based on the Preliminary Construction Cost Estimate of \$3,738,000 per Grant Application as summarized in the table below:

1. Environmental Analysis	\$ 40,000
2. Design (7%)	\$261,660
3. Topographical Survey	\$ 70,000
4. Geotechnical Investigation	\$ 40,000
5. Landscape/Irrigation Design	\$ 25,000
6. PM & Administration (2%)	\$ 74,760
7. Fund Administration (1.25%)	\$ 46,725
Total	\$558,145

REQUEST FOR SERVICES

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

To be completed by Infrastructure Engineers:

Project Number: _____
Projected Date of Completion: Twelve (12) months from RFS Approval
Project Manager: Farzad Dorrani, M.S.
Estimated Cost of Services: \$558,145



Steve Forster, Senior Vice President

Date 9/11/2019

APPROVED TO PROCEED:

Ricardo Reyes, City Manager

Date



Grant Application Attachment "C"

ATTACHMENT C SCOPE OF WORK

PROJECT TITLE: Slauson Avenue Congestion Relief Improvements Project – MR306.53

PROJECT LOCATION:

The project is located along Slauson Avenue from the West City Limits to the East City Limits in the City of Huntington Park, in Los Angeles County.

PROJECT LIMITS:

This project limits encompass 500 hundred feet in each direction of five (5) Slauson Avenue intersections as follows:

- Slauson Avenue at Alameda Street – Intersection No's 68 and 168 (Study and Congestion Relief)
- Slauson Avenue at Santa Fe Avenue– Intersection No. 151 (Congestion Relief)
- Slauson Avenue at Miles Avenue/ Soto Street – Intersection No. 69 (Congestion Relief)
- Slauson Avenue at Boyle Avenue/State Street – Intersection No. 170 (Congestion Relief)
- Slauson Avenue at Downey Road/Malburg Way – Intersection No. 169 (Study)

As identified from the I-710 Congestion Relief Program Map.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The City's northerly border encompasses Slauson Avenue. Slauson Avenue is a major east/west arterial connecting the City of Los Angeles to the west and the Cities of Vernon, Maywood, Commerce, Pico Rivera, Santa Fe Springs and Whittier to the east. The Slauson Avenue corridor in Huntington Park is primarily commercial/industrial along with a portion of residential including Huntington Park High School, which is located along Slauson Avenue at Miles Avenue. On-street parking along Slauson is allowed within close proximity of each intersection. The corridor average peak hour level of service (LOS) as of 2015 are LOS "E" in the AM and LOS "F" in the PM.

The project will provide 3 lanes of travel on Slauson Avenue when approaching the intersections (distance of 500 feet). The additional driving lanes, "3rd lane", utilize the parking lane during peak hours only. Westbound parking restriction during the AM peak hours and eastbound parking during the PM peak hours. Increase the left turn pocket lengths in all directions, relocation of bus stops to "far-side" of intersections for operation improvements. Upgrade at signalized intersections for installation and implementation of the County's Traffic Signal Synchronization Program. This will include new signal poles, conduit, wiring, controller cabinets with video detection.

The proposed improvements are anticipated to improve the average corridor level of service to, LOS "D" in the AM and LOS "D" in the PM.

PROJECT BACKGROUND:

The Slauson Avenue corridor is located in the northerly portion of Huntington Park. It is one of three primary east-west arterials that connect Huntington Park with the adjoining communities. The others are Gage Avenue and Florence Avenue. Traffic from Slauson Avenue gain access to the I-710 freeway by the Florence Avenue and Atlantic/Bandini ramps. The proposes capacity improvements will mitigate future growth projections, coupled with increased traffic from the freeway improvements and future LOS impacts.

PROJECT BUDGET:

COMPONENT (PA&ED and PS&E)	AMOUNT
Total Budget	\$700,000

SCOPE:

The Project features include, but are not limited to, the following:

DESIGN:

I. Preliminary Engineering – 35% Work Product

Tasks to be performed include, but are not limited to, the following:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Prepare the traffic study to develop signal timing and coordination between intersections to maximize traffic flow with bicycle and pedestrian movements.
- C. Upon completion of traffic study, initiate contact with LA County Public Works for signal and project coordination.
- D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- F. Prepare permit applications to obtain Railroad and County Public Works Flood Control permits with submittals to be conducted concurrently with all plan submittals.
- G. Conduct geotechnical investigations within project area.
- H. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area.
- I. Identify street pavement structural sections for project area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit 35% Plans for roadway improvements, as well as the recommended ultimate repair strategy, the Engineer shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
- L. Prepare and submit an 35% Engineer’s construction cost estimate for all recommended improvements.

II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration or Categorical Exemption (IS/MND/CE).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation or Draft CE.
- E. Prepare responses to public review of Draft and prepare a Final MND or prepare Notice of Exemption/CE and submit for review to the City.
- F. Prepare an MMRP, if applicable.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.
- H. Delineation of the Waters of the US will be conducted within the ESL if applicable.
- I. Prepare a final Tree report and map.

III. 65%, 95%, and Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

- A. Prepare the 65%, 95% and Final civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
- B. Submittal of plan set shall be delivered at 65% and 95% complete and final (three (3) sets per submittal). When project is complete, the Engineer shall provide AutoCAD files for all plan sheets.
- C. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss City concerns associated with the project.
- D. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates).
- E. Submittal of specifications shall be delivered to the City at 65%, 95% and final submittals. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- F. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents at the 65%, 95% and Final submittals.
- G. Submittal of the engineer's construction cost estimate shall be delivered to the City at all submittals complete and final in a spreadsheet format.

IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of plan exhibits, progress meetings and preparation for the Community Information Workshop at 95% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

MILESTONES: The implementation schedule for this project will be as follows.

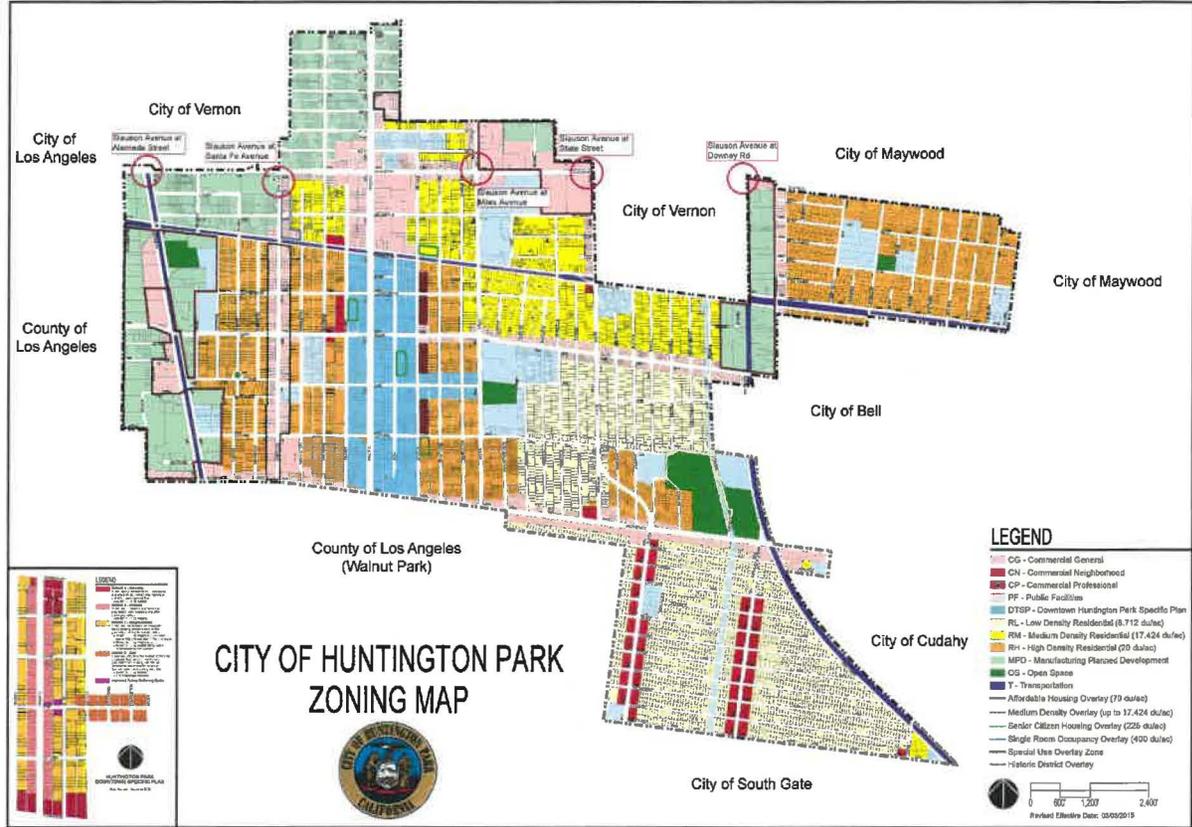
	START DATE	COMPLETION DATE
PA&ED		
Prepare Environmental Document Document Type : MND or CE	Oct 2019	Dec 2019
Scoping	Oct 2019	Oct 2019
Technical Studies	Oct 2019	Nov 2019
Draft Environmental Document	Oct 2019	Nov 2019
Final Environmental Document	Nov 2019	Nov 2019
Community Outreach	Nov 2019	Nov 2019
Secure Project Approval	Nov 2019	Nov 2019
Intelligent Transportation System (ITS)		
MND/CE Filing	Dec 2019	Dec 2019
PS&E		
35% PS&E		
Preliminary Investigations	Oct 2019	Jan 2020
Preliminary Foundation	N/A	
Geometric Drawings	Nov 2019	Jan 2020
Bridge Type Selection Roadway and Retrofit Strategy	N/A	
ADL Review	N/A	
Utilities	Oct 2019	Dec 2019
Right-of-Way	Oct 2019	Dec 2019
Estimating	Nov 2019	Dec 2019
Civil Design	Nov 2019	Feb 2020
Structural Design	N/A	
Intelligent Transportation System (ITS)		
Project Review & Comments	Feb 2019	Mar 2019
65% PS&E		
Civil Design Plans	Jan 2020	Mar 2021
Right-of-Way Engineering	N/A	
Structural Design	N/A	
Prepare Project Cost Estimate	Jan 2020	Mar 2021
Project Review & Comments	May 2021	May 2021
95% PS&E		
Civil Design Plans	July 2021	Sep 2021
Submittals & Reviews		
Submit Final PS&E	Oct 2021	Dec 2021
Outside Agency Review	Oct 2021	Dec 2021
Remediation		
Utility Relocation		
Third Party Coordination	Nov 2019	Mar 2020
Design Utilities	Jan 2020	May 2020
Relocate Utilities	Sep 2020	Dec 2020

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows. **If Metro Funding is Provided upon Completion of PS&E Please include all applicable milestones and provide any additional specific activities that are not currently listed under "other."**

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)		
Develop Solicitation Package	Nov 2021	Dec 2021
Solicitation Response	Dec 2021	Jan 2022
Evaluations	Feb 2022	Mar 2022
Selection	Apr 2022	Apr 2022
Board Approval Process	May 2022	May 2022
Contract Award	May 2022	May 2022
Fully Executed Contract	Jun 2022	Jun 2022
Long Lead Items – Traffic Signal Equip		
Long Lead Equipment – 12-18 weeks	Jul 2022	Dec 2022
Signal Equipment Testing	Oct 2022	Dec 2022
Excavation/Paving		
Clear/Grub	July 2022	Nov 2022
Survey	July 2022	Dec 2022
Sample Borings	N/A	
Grading	Jul 2022	Dec 2022
Compaction	Jul 2022	Dec 2022
Drainage Improvements	Jul 2022	Dec 2022
Paving	Jul 2022	Dec 2022
Concrete		
Form Work	July 2022	Dec 2022
Rebar Placement	Jul 2022	Dec 2022
Pole Foundations	Oct 2022	Dec 2022
Traffic Control		
TMP	Jul 2022	Dec 2022
Structural		
False Work	N/A	
Iron Placement	N/A	
Pole Placement	Dec 2022	Dec 2022
Utilities/Permits		
LAC – DWP Flood Control	Jan 2021	May 2021
SCE	Jan 2021	May 2021
Railroad	Jan 2021	May 2021

	START DATE	COMPLETION DATE
Landscape		
Clearing	Jul 2022	Dec 2022
Planting	Jul 2022	Dec 2022
Plant Establishment	Jul 2022	Dec 2022
Irrigation	Jul 2022	Dec 2022
Testing	Jul 2022	Dec 2022
General Construction/close out project	Jan 2023	Feb 2023
Change Orders		
P.O. Processing Time	Jul 2022	Feb 2023

ATTACHMENT C -Location Map(s)



FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

**LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO METRO PROJECT MANAGER
after the close of each month. Please note that letters or other forms
of documentation may not be substituted for this form. Refer to the
Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

MONTHLY REPORT SUBMITTED FOR: Month: _____ Year: _____

DATE SUBMITTED: _____

LACMTA Project Manager	Name:	
	Phone Number:	
	e-mail:	
GRANTEE Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

SECTION 3 : MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA. Additionally, please provide a CPM if the project is in construction.

FA Milestones	Original FA Start Date in Scope of Work (Month/Year)	Original FA End Date in Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year)	Schedule Variance (Months)
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PLANNING							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
PA&ED							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PS&E							
35% PS&E							
65% PS&E							
95% PS&E							
OTHER: (Please specify)							
ROW							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
CONSTRUCTION							
OTHER: (Please specify)							

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- Ahead of original FA schedule
 Less than 12 months behind original schedule
 On schedule per original FA schedule
 More than 24 months behind original schedule
 Between 12-24 months behind original schedule

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY

If the project is delayed, include description of the delay and action items that have been, or will be, undertaken to resolve the delay.

Delay Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget	LACMTA Approved Changes	Current Approved Budget	Expenditures to Date	Cost Variance	Percent Completed By Dollar Amount
PLANNING						
PA&ED						
PS&E						
ROW Support						
ROW						
CONSTRUCTION Support						
CONSTRUCTION						

7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies
Environmental			
Planning			
Design			
ROW			
Construction			
Bid/Award			
Third Party			

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature _____

Date _____

LACMTA FA MEASURE R ATTACHMENT D-2

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000MR
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority
 Accounts Payable
 P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,
May 31 and August 31. Please note that letters or other forms
 of documentation may **not** be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure R Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
 Less than 12 months behind original schedule
 Between 12-24 months behind original schedule
 More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
 No
 Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
 No
 Not Applicable

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM		INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
TOTAL			

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

- LACMTA will make all disbursements electronically unless an exception is requested in writing.
- ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
- ACH Request Forms can be found at www.metro.net/callforprojects.
- Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

Los Angeles Metropolitan Transportation Authority 2019 Federal Transportation Improvement Program (\$000)

TIP ID **LA0G1669**

Implementing Agency **Huntington Park, City of**

Project Description: This project will include new signal poles, conduit, wiring, controller cabinets and video detection.

SCAG RTP Project #:
Study: N/A Is Model: Model #:

LS: N LS GROUP#:
Conformity Category: NON-EXEMPT

System :Local Hwy Route : Postmile: Distance: Phase: No Project Activity Completion Date 02/01/2023

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 12/31/2019

Toll Rate: Toll Calc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: CTIPS ID: EA #: PPNO:

Program Code: CAX76 - ADDING A LANE THROUGH A BOTTLENECK: RS Stop Loc:

	PHASE	PRIOR	18/19	19/20	20/21	21/22	22/23	23/24	BEYOND	PROG TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
MR15 - Measure R 15% Local Return	PE			\$40	\$350	\$310				\$700
	RW			\$0	\$0	\$0				\$0
	CON			\$0	\$20	\$4,180				\$4,200
	SUBTOTAL			\$40	\$370	\$4,490				\$4,900
	TOTAL			\$40	\$370	\$4,490				\$4,900
	TOTAL PE: \$700									
				TOTAL RW: \$0						
										TOTAL CON: \$4,200

- General Comment:

- Modeling Comment:

- TCM Comment:

- Narrative: PROJECT CHANGES (FROM PREVIOUS VERSION): MR15 - Measure R 15% Local Return

▶ Add funds in FY 19/20 in PE for \$40

▶ Add funds in FY 21/22 in PE for \$310 CON for \$4,180

▶ Add funds in FY 20/21 in PE for \$350 CON for \$20

Total project cost \$4,900

Last Revised Amendment 19-08 - Submitted

Change reason: New Project

Total Cost

\$4,900

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.