



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

Subsequent Need Item

October 15, 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 EXPENDITURES FOR HOLIDAY DECORATIONS AT CITY HALL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the use of Capital Outlay/Equipment funds included in the FY 2019-20 adopted budget for the holiday tree decorations at City Hall; and
2. Authorize Staff to proceed with St. Nicks' to install and take down the holiday decorations at City Hall.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Holiday Decorations – City Hall

The live Sequoia tree has been a large part of the City's celebrations and is a fixture of the community during the holidays. At the City's annual Tree Lighting Ceremony, the decorated tree truly allows everyone the ability to enjoy the lights of the holiday season.

At the regularly scheduled City Council Meeting on October 16, 2018, the City Council approved to include adding additional light decorations at City Hall to enhance the overall appearance as there are several holidays events that take place at City Hall and since it is a focal point of the City.

Staff is requesting authorization to utilize budgeted funds and sign a contract with St. Nick's for the installation and take down of the holiday decorations of the live Sequoia tree, the installation and removal of lights for the exterior of the City Hall balcony and arches (facing Miles Avenue and facing Keller Park), as well as the interior of the arches which extend from City Hall to the Police Department. City Staff contacted several vendors. Both Ambius and Dekra- Lite are not as equipped to install the lights on the arches in comparison to St. Nick's. Ambius made a request for our Public Works Department to install and drill hook anchors that would cause damage to the arch

CONSIDERATION AND APPROVAL OF EXPENDITURES FOR HOLIDAY DECORATIONS AT CITY HALL

October 15, 2019

Page 2 of 2

structures on the building. Dekra-Lite declined to send a quote for arches because installation of the arches is labor intensive and they are not able to meet our deadline. However, St. Nick's is the only vendor who can do all the decorations for City Hall, install the lights on the arches without causing structural damage and meet our deadline.

	St. Nick's	Ambius
Tree (lights, decorations)	\$11,800	\$11,799.01
Lights (arches, balcony)	\$10,100	\$ 4,334.11 (installation material and labor to install material is not included)
Total Cost	\$21,900	\$16,133.12

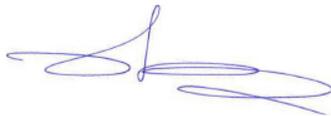
FISCAL IMPACT/FINANCING

Funding for the 2019 Holiday Decorations at City Hall was approved in the City's FY 19-20 Adopted Budget under account #111-6010-451.74-10

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

- A. St. Nick's Holiday Agreement 2019
- B. Ambius Holiday Quote

ATTACHMENT "A"



October 2, 2019

Celica Quinones
City of Huntington Beach
CQuinones@hpcg.gov
(323) 584-6218

City of Huntington Park Holiday Agreement 2019 – Rental 1 Year

Front Set of City Hall Arches (11 qty.) – facing Miles Ave.:

- St. Nick's will install C9 white LED lights across the outer 11 arches of City Hall (lighted on both sides of the arches). The lights will be securely affixed to the painted concrete with weatherproof glue (client is aware of potential paint damage and responsible for their own repair).

Rental Price.....\$2,300

Front Set of City Hall Arches (11 qty.) – facing Keller Park:

- St. Nick's will install C9 white LED lights across the outer 11 arches of City Hall (lighted on both sides of the arches). The lights will be securely affixed to the painted concrete with weatherproof glue (client is aware of potential paint damage and responsible for their own repair).

Rental Price.....\$2,300

Second Back Set of City Hall Arches (11 qty.) – facing Miles Ave.:

- St. Nick's will install C9 white LED lights across the inner 11 arches of City Hall (lighted on both sides of the arches). The lights will be securely affixed to the painted concrete with weatherproof glue (client is aware of potential paint damage and responsible for their own repair).

Rental Price.....\$2,300

Second Back Set of City Hall Arches (11 qty.) – facing Keller Park:

- St. Nick's will install C9 white LED lights across the inner 11 arches of City Hall (lighted on both sides of the arches). The lights will be securely affixed to the painted concrete with weatherproof glue (client is aware of potential paint damage and responsible for their own repair).

Rental Price.....\$2,300

City Hall Balcony (1 qty.) – facing Miles Ave.:

- St. Nick's will install C9 white LED lights across the outside balcony.

Rental Price.....\$900



Live 33' Christmas Tree (Ornaments):

- St. Nick's will beautifully decorate the live Christmas tree (approx. 33-feet) on the front lawn of City Hall with many different-sized ornaments in a red/silver/white color theme. Ornaments will be matte, shiny and glittery. Ornament package: medium density.

Rental Price.....\$6,000

Live 33' Christmas Tree (Lights):

- St. Nick's will install white LED C9 lights evenly throughout the entire 33-foot (approx.) live Christmas tree on the front lawn of City Hall.

Rental Price.....\$4,000

Fiberglass Lighted Presents:

- St. Nick's will install about 12-15 beautiful fiberglass lighted presents in different sizes ranging from 2-4-feet. The presents will circle the live Christmas tree on the front lawn of City Hall inside the gated planter. These fiberglass presents look awesome in daytime and nighttime.

Rental Price.....\$1,800

City Hall Palm Trees (10 qty.):

- St. Nick's will wrap 10 medium-sized palm trees with white mini lights outside City Hall. Price per tree wrap: \$275 each.

Rental Price.....\$2,750

Total Rental Price: \$24,650

Rental: Rental Décor Package
Installation Date: November 2-10, 2019
Removal Date: On or after January 10th, 2020
Installation Address: 6550 Miles Ave, Huntington Park, CA 90255



To execute this agreement, sign this proposal and the Terms and Conditions. Please note the payment schedule above, in addition any delinquent accounts with a past due balances are subject to a \$50.00 late fee. Upon receipt of initial payment, the dates of installation & removal will be secured. This quote is valid for 30 days. Thank you.

Sincerely,

Nicholas Adams

Frankie Morales

Authorized Signer

Print Name

**ACCEPTANCE OF CHRISTMAS THEME INSTALLATION
PROPOSAL AND TERMS AND CONDITIONS**

The Client hereby accepts the installation services by T&G Global, LLC, dba St. Nick's as described in the written proposal indicated below (the "Proposal"), subject to the following terms and conditions:

Payment Terms. Client must pay a 50% deposit of the Proposal amount upon Signing or delivery; the balance (subject to increase for agreed additional work) is due before Installation. Full payment is required for one-day installation jobs. Payments not made within 30 days of these due dates are subject to a late charge of \$50.00 per month. In addition, the outstanding balance will be subject to a monthly compounding interest charge of 1.5% per month.

Installation Date. St. Nick's will do its best to complete the installation on the date indicated in the Proposal. However, installations may be delayed for reasons beyond St. Nick's control, including but not limited to denial of proper access to installation spaces, electrical deficiencies at the project site, and unsafe, inclement weather for outdoor installations. Installation dates are based upon a reservation system especially during peak season. It is recommended that Clients should call in early to secure the dates.



Installation Methods. St. Nick's will likely use staples, hooks, screws, glue or similar devices that are commonly used in installations. Most of these devices will remain after St. Nick's removes the lights and other decorations. St. Nick's will use reasonable efforts to avoid damage to Client's property, but St. Nick's will not be responsible for any damage resulting from the reasonable use of these attachment devices or for the removal of them. For areas that do not have power receptacles, it is the Client's responsibility to provide the electrical source.

Additional Work. In the event the Client desires to have additional work performed, the Client should request a written quote for additional charges for the additional work. The client agrees to pay for the agreed additional services on the payment terms above.

Cancellations/Work Reductions. Cancellations or reductions on products orders are subject to a restocking fee of 30%. Products must be in the original packaging, cases unopened, loose product will not be accepted back.

Client's Responsibility. At the time the job is completed, the Client shall conduct a visible inspection to determine that the job was completed in accordance to the agreed upon work assignment. Should the Client discover any problems, Client shall inform St. Nick's within 24 hours. St. Nick's will return to the job site and correct any agreed upon problem. *After 24 hours, all installation services will be deemed as performed in an acceptable manner.* Client is responsible for any missing or damaged rental lights and/or decorations at the end of the contract term.

Limited Warranty. St. Nick's provides a limited warranty for rental lights and equipment. St. Nick's warrants its rental lighting and equipment from defects so that all lighting and equipment will be operational at the time the job is completed. St. Nick's does not warranty any lights or equipment provided by the customer. St. Nick's will conduct a physical inspection of Client's lights and equipment and if it is observed lighting or equipment is not working, St. Nick's will notify the Client of the charge to repair the problem. St. Nick's may provide a new quote to repair the lighting, upon discretion. St. Nick's exercises appropriate care when installing lighting and does not anticipate any problems. However, due to the nature of lighting being inside or outside, St. Nick's cannot guarantee the lighting to work throughout the season. If lighting is warranted, we will dispatch a crew to repair lighting within 72 hours of contact. St. Nick's will return to repair lighting problems that are the result of its work. For problems that are caused by the customer or outside the fault of the customers or facilities, the Client will be charged for damaged product and billed for normal retail price for replacement, and for services related thereto, including damages caused by weather conditions, gardeners, children, vandals or similar. Faulty electrical outlets, test reset switches or GFI's or main breaker trips will be subject to a service call as they can be simply reset on Client's end and will be subject to a \$75.00 service trip charge. LED technology is changing rapidly. LEDs are made in lots and sorted into bins base on wavelength ranges that achieve colors. Products ordered at different times may not have the same color appearance due to variations.

Limitation of Liability. St. Nick's shall not be responsible for losses suffered by Customer or other persons on Customer's property for inconvenience, personal discomfort, or temporary loss of use or enjoyment of the Property as a result of Customer's decision to retain Installer's services hereunder, or for damages to person or property resulting directly or indirectly from causes beyond St. Nick's control. Client agrees to indemnify and hold harmless St. Nick's for such damages.

C7 & C9 Bulb Replacement: Replacement bulbs are as follows: Incandescent Bulb \$1.10 & LED Bulb \$1.90 per lamp includes labor charges and will be added to your final invoicing.



Promotional Activities. St. Nick's reserves the right to photograph and use all photos taken in any and all advertising materials for future projects. Any commercial photographic images of the Christmas décor or event lighting by anyone other than St. Nick's must contain a prominent reference to St. Nick's.

Right to Refuse Service. St. Nick's retains the right to refuse service for reasons inconsistent with public policy.

Non-Disclosure Agreement Information:

1. Confidential Information. Company or its professional advisors will provide Recipient, either orally or in writing or by inspection, with Confidential Information. (Such Confidential Information may relate to, among other things, Company's business, assets, financial condition, results of operations, inventions, discoveries, methods, operations, ideas, concepts, plans, designs, products, processes, know-how, trade secrets, intended uses, technology and/or prospects.) Any such information disclosed to Recipient shall constitute Confidential Information regardless of whether it is marked as "confidential" by Company, is in tangible or readable form, or is disclosed orally or by inspection. The term "Confidential Information" shall also include any changes, modifications, derivations or improvements (collectively, "Changes") made by Recipient to any of the Confidential Information (whether at the request of Company or otherwise). Company shall retain all rights of ownership in the Confidential Information and in any and all Changes which Recipient may effect (which shall promptly be provided to Company upon its request therefor free of charge).

2. Nondisclosure. Recipient acknowledges the confidential nature and the economic value of the Confidential Information. Recipient shall use the Confidential Information solely for the purpose of evaluating or proceeding with the Transaction. Without the Company's prior written consent, Recipient shall not: (a) disclose or reveal any Confidential Information to any person, firm or entity; (b) use the Confidential Information in any way detrimental to the Company (including without limitation any disassembling, decompiling or otherwise reverse engineering of any of the Confidential Information); or (c) disclose to any person or entity the terms, status or other facts with respect to the prospective or actual Transaction (including even the existence thereof) or that Confidential Information has been made available to Recipient (collectively, "Transaction Status").

Attorney's Fees. If there is a contract dispute, the prevailing party is entitled to attorney's fees.

Enforcement. If any of the provisions of this Contract shall be held to be indefinite, invalid, illegal or otherwise unenforceable, in whole or in part, for any reason, by any court of competent jurisdiction, the remainder of the provisions of this Contract shall continue in full force and effect and shall be construed as if such indefinite, invalid, illegal or unenforceable provision had not been contained herein.

Consistency. In the event of any inconsistency between the Proposal and these Terms and Conditions, these Terms and Conditions will control.

Limited Offer. If this Proposal is not signed and accepted within 10 days, this proposal must be reissued by St. Nick's.

Date of Acceptance

(Name and Title of Client)

(Signature/Capacity)

ATTACHMENT "B"

Quote



Attn Ms Norzagaray
 City of Huntington Park
 6550 Miles Avenue
 HUNTINGTON PARK CA 90255



Quote Q218147
 Date October 2, 2019
 Product Holiday
 Regarding Holiday Rental

		Amount
1	<u>Ground Level - Front of City Hall</u>	11,799.01
	1 Decor, Lights and Packages for Existing 50' Tree	
2	<u>Ground Level - Hallway Arches</u>	4,029.11
	1 Exterior LED Lighting	
	22 Arches with lighting on both sides (City must provide anchors/hooks for lights to attach to)	
4	<u>Ground Level - Palm Tree Lighting</u>	3,050.00
	1 Exterior LED Lighting	
	10 x ~20' palm trees	
5	<u>2 - Balcony</u>	305.00
	1 Exterior LED Lights	
	White LED Lights 59' Wrapped Around Balcony Railing	
6	<u>1 - Lift</u>	0.00
	1 60' Articulating Boom Lift	
	Lift Provided by City	
Short Term Hire amount per year		19,183.12
Charge for Delivery and Installation		2,110.14

All prices are exclusive of Tax and valid until 12/1/19

Presented by Clinton Jorth • Service Manager • clinton.jorth@ambius.com • (310) 261 0926

ANNUAL RENTAL AGREEMENT

This agreement (the "Agreement") is made as of the date of acceptance indicated below, and is by and between Ambius, a registered trade name of Rentokil North America, Inc. ("Ambius" or the "Company") and the customer identified below (the "Customer" or "You") on the terms and conditions set forth in this Agreement.

Ambius will provide City of Huntington Park with all service necessary to prepare, freshen, install and remove the holiday décor.

Ambius proposes:

Rent the attached listed holiday decor for \$19,183.12* annually.

Charge for delivery and installation is \$2,110.14*.

(*) These prices exclude applicable taxes.

1. THE SERVICES. Ambius will provide You with the holiday decor, replicas and further items described and for the prices set forth on the attached Quote (the "Services").

2. PAYMENT TERMS. Ambius will provide You with an annual, one-time invoice for the Services and items set forth on Quote. You agree to pay the invoice within ten (10) days. You will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 2% per month may be added to all unpaid invoices. You may pay these invoices by 1) Electronic Funds Transfer (please contact eft.coordinator-us@ambius.com for information); 2) direct debit ; 3) bank check; or 4) credit card.

3. TERM AND EXPIRATION. This Agreement will be for a 36 month term unless otherwise set forth on Quote. All property being provided to You under this Agreement will remain the property of Ambius, and You will be responsible for any property that is damaged beyond reasonable use or otherwise not able to be recovered by Ambius at the end of this term. To the extent that You cancel this Agreement prior to the expiration of the term or a renewal term for no fault of Ambius, You agree to pay Ambius for 50% of the amount to be invoiced for the remainder of that term or renewal term. This amount constitutes liquidated damages and not a penalty, and is in recognition of the difficulty of Ambius in establishing the amount of damages or costs for any such early termination.

4. INSURANCE AND LIMITATION OF LIABILITY. The Company will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs, whether incurred by You or a third party, to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages. Additionally, Ambius is not responsible for any damage or harm to walls or structures caused by removal of material therefrom.

Ambius accepts no responsibility for decorative containers supplied by You or by Ambius once outside their manufacturer's warranty.

5. CUSTOMER RESPONSIBILITIES. Ambius assumes all responsibility for the care and maintenance of the plants and associated material being provided under this Agreement. Further, Ambius is not responsible for damage to the plants and material related to temperature extremes, light levels changed since installation, catastrophic events such as fire, floods or unexpected freezes, malicious or accidental damage by third parties, or interference by Your employees in the maintenance of the provided plants. Ambius is also not responsible for any damage or harm to walls or structures to the extent any material is required to be removed or taken down after being attached thereto. You will provide Ambius access to water. You must allow unrestricted access to the plants during normal working hours.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement and its Quote constitute the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

Authorization of this agreement indicates acceptance of the terms and requirements.

BILLING INFORMATION:
 Q218147
 City of Huntington Park
 6550 Miles Avenue
 HUNTINGTON PARK CA 90255

SERVICE ADDRESS:
 City of Huntington Park
 6550 Miles Avenue
 HUNTINGTON PARK CA 90255

AMBIUS

CUSTOMER

By: _____
 Printed Name:
 Title:
 Electronic Mail:

By: _____
 Printed Name:
 Title:
 Electronic Mail:

 Address:

 Address:

Date Accepted by Customer: _____