

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, February 4, 2020

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.

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

Presentation by Jeremy Goer, Program Manager, PATH South County

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6
City’s Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: Police Management Association (PMA)
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2) – [One Matter]

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

- 1-1. Special City Council Meeting held January 21, 2020 (4:30 start); and
- 1-2. Regular City Council Meeting held January 21, 2020.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated February 4, 2020

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. Consideration and Approval to Restate the Professional Services Agreement (PSA) with Nobel Systems for Work Order Services in the Public Works Department and Consideration and Approval of the Expansion of the Scope of for the Service Agreement

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve the Restate of the Professional Service Agreement with Nobel Systems and the Expansion of Scope of Services;
- 2. Authorize City Manager to negotiate final terms of agreement; and
- 3. Authorize City Manager to execute agreement.

4. Consideration and Approval for Authorization to Purchase Six (6) Remote Terminal Units (RTUs) for Six (6) Well Locations

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve purchase of six (6) Remote Terminal Units in the amount of \$158,522 in account 681-8030-461.43-30; and
- 2. Authorize City Manager to approve the encumbrance request.

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, February 18, 2020 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 72 hours prior to the meeting. Dated this 31st day of January, 2020.



Donna G. Schwartz, CMC, City Clerk

MINUTES

**Special Meeting of the
City of Huntington Park City Council
Tuesday, January 21, 2020**

The special meeting of the City Council of the City of Huntington Park, California was called to order at 4:30 p.m. on Tuesday, January 21, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California, by Acting Deputy City Clerk. Susan Crum.

There being no quorum, said public hearing Item #1:

PUBLIC HEARING

COMMUNITY DEVELOPMENT

- 1. Appeal of a Determination by the Planning Commission Adopting Resolution No. 1530R Revoking Conditional Use Permit Case No. 1530 in Connection with Property Located at 5728 Santa Fe Avenue, Huntington Park, California, within the Manufacturing Planned Development Zone**

Will be continued to a special meeting on February 18, 2020, at 4:30 p.m.

COUNCIL MEMBERS PRESENT: None

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager.

ADJOURNMENT

At 4:31 p.m. Acting Deputy City Clerk Susan Crum adjourned the special meeting to a special meeting on Tuesday, February 18, 2020, at 4:30 p.m.

Respectfully submitted

Donna G. Schwartz, CMC
City Clerk

Regular Meeting of the
City of Huntington Park City Council
Tuesday, January 21, 2020

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:12 p.m. on Tuesday, January 21, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

PRESENT: Council Member(s): Marilyn Sanabria, Graciela Ortiz, Jhonny Pineda, Vice Mayor Manuel "Manny" Avila, and Mayor Karina Macias. ABSENT: None.

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

INVOCATION

Invocation was led by Mayor Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Sophia Covarrubias

PRESENTATIONS

Council presented a "Certificate of Appreciation," to Sophia Covarrubias for leading the Pledge of Allegiance.

Council presented a "Certificate of Recognition," to Jessica Carrillo, for her commitment and efforts in volunteering her time as coach with the Pacific Elementary Robotics Team.

Council presented a "Certificate of Recognition," to Pacific Elementary Robotics Team "Robot Surfers" for their on-going achievements.

Council presented a "Certificate of Recognition," to Feliza Perez, Program Director, Un Paso Mas, for her 21 years of commitment to the community of Huntington Park.

Mayor Macias recommended moving the "Certificate of Appreciation," to Ms. Stephanie Reyes for Volunteering her time and Assistance with the Mayor's Holiday Award Program, to the next council meeting.

Mayor Macias reminded everyone about the Rules of Decorum before moving onto public comment. She noted that many of those in attendance tonight might be here regarding the ACLU Allegations. Mayor Macias read the Press Conference statement regarding the Sanctuary Policies, for those in the audience who may not have heard it previously read before the city council meeting in front of city hall.

PUBLIC COMMENT

1. Rodolfo Barraga, *Joseph Moreno, Stephanie Velasquez, Angel Banuelos, Beatrice Castillo, *Brianna Carrera, voiced concern with the following: immigration issues, the authority of enforcement in the community, ICE, SB54, Border Patrol, Undocumented community members, and Asylum.

*At this point, Mayor Macias reiterated the Press Conference statement read before opening public comment regarding the already Sanctuary Policies already in place and proceeded to read the Press Conference statement in Spanish.

2. Allison Olvera and Vanessa Sandoval, voiced concerns about actions the city is and is not taking regarding immigration issues and ICE.
3. Daniel Joseph, commented on the lack of graffiti clean-up, hiring more police officers and immigration processes.

Mayor Macias again reminded everyone of the Rules of Decorum. Also, mentioned that the City is in the process of going through an RFP for Graffiti removal services, and has taken notice of the property in question.

4. Miriam Nunez Valdovinos and **Luna Perez Vega, spoke on immigration issues, HP Police Department, ICE and SB54.
5. Rodolfo Cruz, spoke in regards to the lack of keeping the city clean, graffiti, signs on poles, noted the March 3, 2020 election, opposed the aquatic center, repair of the city hall roof, the use of city facility for annual Toy Drive and asked if council paid for the use of the facility.

Mayor Macias stated an application was submitted, and all fees were paid through the Parks & Recreation Department.

**At 7:20 p.m., City Attorney Alvarez-Glasman informed Ms. Perez Vega that she needed to address the City Council.

Further disruption ensued.

At 7:21 p.m., Mayor Macias called for a 15-minute break and directed the Police Department to remove those in the audience causing a disruption.

At 7:28 p.m., Mayor Macias reconvened with all Council Members present and continued with public comment.

6. Li Chia, Attorney, commented on the Administrative Complaint filed by the ACLU, SB54, and Immigration issues.
7. Kristen Haining, Marcelo Retamosa and Stephen Schuch, voiced their support of the recent General Employees Association contract proposal.

STAFF RESPONSE – None.

CLOSED SESSION

At 7:40 p.m., City Attorney Arnold Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2): [one matter]
2. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6
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 8:28 p.m., Mayor Macias reconvened to open session with all Council Members present with the exception of Council Member Pineda who did not return.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all five Council Members were present and briefed on closed session items 1 & 2. 1). no discussion and directed to bring back at a future meeting. 2). direction was provided to City's Negotiators, with no final action taken and nothing to report.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve consent calendar, seconded by Vice Mayor Avila, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1. Regular City Council Meeting held January 7, 2020.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated January 21, 2020.

END OF CONSENT CALENDAR

REGULAR AGENDA

HUMAN RESOURCES

3. **Consideration and Approval of First Amendment to the Employment Agreement for the Assistant City Manager**

City Manager Ricardo Reyes announced the item.

Motion: Council Member Ortiz moved to approve First Amendment to the Employment Agreement for the Assistant City Manager and authorized Mayor to execute, seconded by Vice Mayor Avila, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

PARKS AND RECREATION

4. **Consideration and Approval of Resolution Authorizing the Acceptance of the Dodgers RBI Program Grant from the Los Angeles Dodgers Foundation for the 2020 Baseball and Softball Season at Salt Lake Park**

City Manager Ricardo Reyes announced the item.

Motion: Council Member Ortiz moved to approve Resolution No. 2020-37, Authorizing the Acceptance of the Dodgers RBI Program Grant from the Los Angeles Dodgers Foundation for the 2020 Baseball and Softball Season at Salk Lake Park and authorized City Manager to executed all related grant documents, seconded by Council Member Sanabria, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

5. Consideration and Approval to Enter into a Memorandum of Understanding (MOU) with BREATHE CALIFORNIA of Los Angeles County

City Manager Ricardo Reyes announced the item.

Motion: Council Member Sanabria moved to approve entering into a Memorandum of Understanding (MOU) with BREATHE CALIFORNIA of Los Angeles County and authorize City Manager to execute the MOU, seconded by Vice Mayor Avila, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

PUBLIC WORKS

6. Consideration and Approval for Authorization to Purchase Backhoe and Skip Loaders for the Public Works Department

City Manager Ricardo Reyes announced the item and introduced Assistant City Manager Raul Alvarez who presented the staff report.

Motion: Council Member Sanabria moved to approve the Authorization to Purchase Backhoe and Skip Loaders for the Public Works Department and authorize City Manager to execute the Purchase Order, seconded by Vice Mayor Avila, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

7. Consideration and Approval of 100% Design Plans, Specifications and Engineer's Estimate for CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project, Authorize Staff to Proceed with Bid Advertisement and Approve First Amendment to Agreement with Transtech Engineers

City Manager Ricardo Reyes announced the item and introduced Assistant City Manager Raul Alvarez who presented the staff report.

Council Member Ortiz voiced concerns with sections of Zoe Avenue from Santa Fe Ave to Alameda Street not being included with prior repairs to the Zoe Avenue Trench and Pavement Repair Project. The City's Engineer suggested the section from Santa Fe Avenue to Alameda Street, be added as a separate bid item in the Zoe Avenue RFP.

Motion: Council Member Ortiz moved to approve the 100% Design Plans, Specifications and Engineer's Estimate for CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project, Authorize Staff to Proceed with Bid Advertisement and Approve First Amendment to Agreement with Transtech Engineers to extend agreement for construction management services, effective September 26, 2019 through September 30, 2020, approve a budget appropriation in the amount of \$646,575 in Account No. 111-8020-432.76-03 from fund balance for this project, \$70,000 of which is for Transtech Engineers to complete the construction management phase of the Project, authorize City Manager to execute agreement, and to add the street repairs on Zoe Avenue, from Santa Fe Avenue to Alameda Street as a separate bid item in the Zoe Avenue RFP, Seconded by Council Member Sanabria, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

8. Consideration and Approval of First Amendment to Contract Services Agreement with St. Francis Electric for Traffic Signal Maintenance Services

City Manager Ricardo Reyes announced the item and introduced Assistant City Manager Raul Alvarez who presented the staff report.

Council Member Ortiz commented on preventative maintenance and directed staff to stay on top of the operations to ensure issues are addressed before they become a problem.

Motion: Vice Mayor Avila moved to approve First Amendment to Contract Services Agreement with St. Francis Electric for Traffic Signal Maintenance Services, seconded by Council Member Sanabria, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

9. Consideration and Approval of Ordinance Adopting by Reference the 2019 California Building, Residential, Electrical, Plumbing, Mechanical and Existing Building Codes with Los Angeles County Amendments, the Los Angeles County Green Building Standards, and the Los Angeles County Fire Code

Mayor Macias announced the Public Hearing item and opened public comment.

City Attorney Alvarez-Glasman stated that no one stepped forward for this item.

Mayor Macias noting there being none, closed public comment.

Motion: Council Member Ortiz moved to approve Ordinance No. 2020-981, Adopting by Reference and amend the 2019 California Building, Residential, Electrical, Plumbing, Mechanical and Existing Building Codes with Los Angeles County Amendments, the Los Angeles County Green Building Standards, and the Los Angeles County Fire Code, Seconded by Council Member Sanabria, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz, thanked city staff for all their support and hard work to ensure Huntington Park is a good community to live in and is proud of Huntington Park. If there are any discrepancies or errors, we correct and move forward. The community is a safe community and wished everyone a good night.

Council Member Jhonny Pineda, NOT PRESENT

Council Member Marilyn Sanabria, thanked staff and everyone that came to the city council meeting, mentioned Social Media and that the community can call our offices to confirm any ill information. Stated the community should not be afraid to speak with the Police Department or Council because of their immigrant status. Thanked everyone who came to express their feelings at City Hall, and wished all a good night.

Vice Mayor Manuel “Manny” Avila, congratulated Assistant City Manager on his appointment as Acting Director of Public works and wished everyone a good night.

Mayor Karina Macias, thanked staff for all their support and feels very strong about the Sanctuary Policies the city has in place and appreciates the patience of everyone.

ADJOURNMENT

At 8:47 p.m. Mayor Macias adjourned the City of Huntington Park City Council in memory of Isaiah Angel Lopez, to a Regular Meeting on Tuesday, February 4, 2020 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 Traffc & 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
02-04-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AARON CRUZ	75657/75756	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	237.60
	75667/75764	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	396.00
				\$633.60
ADLERHORST INTERNATIONAL LLC	102415	111-7010-421.61-20	PD K-9 DOG FOOD	118.53
				\$118.53
ALL CITY MANAGEMENT SERVICES,INC	65743	111-7022-421.56-41	SCHOOL CROSSING SRVCS	4,122.82
	66002	111-7022-421.56-41	SCHOOL CROSSING SRVCS	163.28
				\$4,286.10
AMERICAN CELEBRATIONS	213353	111-6020-451.56-41	P&R HELIUM REFILL-150CF	169.73
				\$169.73
AMERICAN SOCCER COMPANY, INC	6614613	111-6030-451.61-35	YOUTH BASKETBALL UNIFORMS	108.00
				\$108.00
AMERIGAS	3095919953	741-8060-431.43-20	PW PROPANE CHARGES	66.14
				\$66.14
ARAMARK UNIFORM & CAREER APPAREL	00534838773	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	213.00
				\$213.00
AT&T	12/4/19-1/3/20	111-7010-421.53-10	PD DISPATCH PHONE SRVC	536.24
	1/21/20-2/20/20	111-9010-419.53-10	COMMU CENTER INTERNET SRVC	68.10
	1/23/20-2/22/20	111-9010-419.53-10	PW YARD INTERNET SRVC	68.10
	1/28/20-2/27/20	111-9010-419.53-10	RAUL PEREZ PARK INTERNET SRVC	57.40
	1/28/20-2/27/20	111-9010-419.53-10	FREEDOM PARK INTERNET SRVC	57.40
	2/1/20-2/29/20	111-9010-419.53-10	SALT LAKE INTERNET SRVC	58.85
				\$846.09
AT&T MOBILITY	993625860X12142	111-7010-421.53-10	PD WIRELESS PHONES	4,960.84
				\$4,960.84
AT&T PAYMENT CENTER	1/7/20-2/6/20	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.03
	1/7/20-2/6/20	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.03
	1/7/20-2/6/20	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.03
	1/7/20-2/6/20	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.03
	1/7/20-2/6/20	111-9010-419.53-10	CITYWIDE PHONE SRVCS	100.52
	1/7/20-2/6/20	111-9010-419.53-10	CITYWIDE PHONE SRVCS	194.02
	1/7/20-2/6/20	111-9010-419.53-10	CITYWIDE PHONE SRVCS	80.35
				\$507.01
BENEFIT ADMINISTRATION CORPORATION	6028531-IN	111-2030-413.56-41	FLEX ADMIN FEES 12/2019	55.00
				\$55.00
BOB BARKER COMPANY INC.	WEB000648343	121-7040-421.56-14	PD JAIL SUPPLIES	850.20
				\$850.20
BSN SPORTS, LLC	907942849	111-6030-451.61-35	GYM FLOOR CLEANER	233.30
				\$233.30
CALIFORNIA PUBLIC EMPLOYEES'	100000015902018	216-2030-413.23-06	2020 REPLACEMENT CHARGES	29,063.04
				\$29,063.04

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
02-04-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALPERS	100000015898703	111-0000-217.50-10	MEDICAL BENEFITS 1/2020	169,953.94
	100000015898703	111-9013-413.56-41	MEDICAL BENEFITS 1/2020	458.88
	100000015898703	217-7010-413.28-00	MEDICAL BENEFITS 1/2020	105,958.73
	100000015898703	217-9010-413.28-00	MEDICAL BENEFITS 1/2020	56,057.67
	100000015898703	217-9010-413.56-41	MEDICAL BENEFITS 1/2020	464.14
				\$332,893.36
CARD INTEGRATORS	0106904-IN	111-7010-421.56-41	PD DEPT PHOTO ID EQUIPMENT	138.02
				\$138.02
CENTRAL BASIN MWD	HP-DEC19	681-8030-461.41-00	POTABLE WATER 12/2019	129,464.71
				\$129,464.71
CENTRAL FORD	C50565	219-8085-431.43-21	REPLACE BLOCK SHUTTLE # 3	9,935.13
	C55319	219-8085-431.43-21	RADIATOR ASY CREDIT	-672.29
	347434	741-8060-431.43-20	INTAKE MANIFOLD,ARMS,SEAL	492.36
	347871	741-8060-431.43-20	PD DIFFERNCIAL PARTS # 123	491.74
	347873	741-8060-431.43-20	PD ABS CONTROLLER # 915	532.44
	347987	741-8060-431.43-20	PCM MODULE REPROGRAMMING	660.76
	C54411	741-8060-431.43-20	PD ABS PROG UNIT # 915	145.00
	C55337	741-8060-431.43-20	RADIATOR FOR SHUTTLE # 3	672.29
				\$12,257.43
CHARTER COMMUNICATIONS	0467069010720	111-7010-421.53-10	PD INTERNET SRVC 1/7-2/6/20	2,450.00
	0511379011320	111-7010-421.53-10	PD INTERNET SRVC 1/13- 2/12/20	154.98
	0511353011920	111-9010-419.53-10	CH INTERNET SRVC 1/19-2/18/20	194.97
				\$2,799.95
COMMERCIAL TIRE COMPANY	1-157522	741-8060-431.43-20	FLAT TIRE REPAIR UNIT 203	174.28
				\$174.28
COPWARE, INC.	41552	111-7022-421.61-24	SOURCEBOOK - SITE LICENSE	1,500.00
				\$1,500.00
CR&R INCORPORATED	0035785	111-8027-431.56-59	WASTE & RECYCLING 1/2020	16,680.00
				\$16,680.00
DATA TICKET INC.	103380	111-5055-419.56-41	CODE ENFORCE ADMIN CITE	50.00
	105032	111-5055-419.56-41	CODE ENFORCE ADMIN CITE	50.00
	103428	111-7065-441.56-41	CODE ENFORCE CITE 7/2019	17.50
	82601	111-7065-441.56-41	CODE ENFORCE CITE 8/2017	38.00
	92236	111-7065-441.56-41	CODE ENFORCE CITE 7/2018	536.50
	92580	111-7065-441.56-41	ACCESS TICKET WIZARD 8/2018	27.50
	96943	111-7065-441.56-41	SSN SEARCH 12/2018	40.00
	97154	111-7065-441.56-41	CODE ENFORCE CITE 10/2018	64.00
	97406	111-7065-441.56-41	SSN SEARCH 1/2019	10.00
	99514	111-7065-441.56-41	SSN SEARCH 3/2019	5.00
DAY WIRELESS SYSTEMS	499078	111-7010-421.56-41	PD RADIO REPAIRS	782.74
				\$782.74

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DE LAGE LANDEN	66573458	111-9010-419.44-10	CITY HALL COPIER LEASE 2/2020	2,092.10
				\$2,092.10
DEPARTMENT OF JUSTICE	425323	111-7030-421.56-41	PD FINGERPRINT APPS	884.00
				\$884.00
DF POLYGRAPH	2020/1	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	525.00
				\$525.00
DFM ASSOCIATES	2020	111-1010-411.31-10	2020 ELECTION CODE BOOK	56.84
				\$56.84
DIANA JAY CANTOR	75544/75804	111-0000-347.40-00	P&R CLASS REFUND	70.00
				\$70.00
DUNN EDWARDS CORPORATION	2009286853	111-8095-431.56-75	GRAFFITI SUPPLIES	132.65
				\$132.65
ELECNOR BELCO ELECTRIC, INC	14-0347-007	207-8016-429.73-10	SIGNAL SYNCHRO/BUS PYMT 7	7,939.78
	14-0347-007	222-8010-431.73-10	SIGNAL SYNCHRO/BUS PYMT 7	7,939.76
				\$15,879.54
ENTERPRISE FM TRUST	FBN3872656	111-7010-421.56-41	PD VEHICLE LEASE 1/2020	97.04
	FBN3872656	226-7010-419.74-20	PD VEHICLE LEASE 1/2020	1,208.26
				\$1,305.30
ESTELA RAMIREZ	75629/75676	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	211.20
				\$211.20
EXPRESS TRANSPORTATION SERVICES LLC	HPE010222019DMV	741-8060-431.42-05	2 TROLLEY DMV REGISTRATION	15,732.00
				\$15,732.00
FERGUSON ENTERPRISES INC	8341604	111-8022-419.43-10	PLUMBING SUPPLIES	101.38
	8346784	111-8022-419.43-10	PLUMBING SUPPLIES	76.01
	8346784-1	111-8022-419.43-10	PLUMBING SUPPLIES	24.46
				\$201.85
FIRST CHOICE SERVICES	670586	111-9010-419.61-20	CITYWIDE COFFEE SUPPLIES	57.93
				\$57.93
FM THOMAS AIR CONDITIONING INC	40774	111-7024-421.56-41	AC MAINTENANCE SRV 1/2020	1,247.05
	40774	111-8020-431.56-41	AC MAINTENANCE SRV 1/2020	106.89
	40774	111-8022-419.56-41	AC MAINTENANCE SRV 1/2020	1,247.05
	40774	111-8023-451.56-41	AC MAINTENANCE SRV 1/2020	962.01
				\$3,563.00
GEORGE MIDDLETON	1/13-1/15/20	111-6030-451.33-90	BASKETBALL REFEREE SRVCS	216.00
				\$216.00
GWMA	LAR UR2 2019-05	111-8030-461.56-42	WATERSHED MGMT PROGRAM	6,678.26
				\$6,678.26
HASA, INC.	668106	681-8030-461.41-00	HYPO SODIUM CHLORIDE	232.06
	668107	681-8030-461.41-00	HYPO SODIUM CHLORIDE	145.14
	668634	681-8030-461.41-00	HYPO SODIUM CHLORIDE	204.90
	668635	681-8030-461.41-00	HYPO SODIUM CHLORIDE	136.60
				\$718.70

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HECTOR G. MORENO LOREDO	75482/75751	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	537.60
	75483/75683	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	153.60
				\$691.20
HEISEL BONILLA	71515/75787	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				\$500.00
HUNTINGTON PARK RUBBER STAMP CO.	RJC023537	111-6020-451.61-35	P&R STAFF NAME PLATES	43.42
	RJC023537	111-6025-413.61-15	P&R COMMISSION NAME PLATE	14.12
				\$57.54
IDEAL LIGHTING	117169	111-8022-419.43-10	LAMPS SPORT FIELD,OFFICES	233.66
	117169	111-8023-451.43-10	LAMPS SPORT FIELD,OFFICES	184.66
	117344	111-8023-451.43-10	FREIGHT CHARGES	104.10
	117169	535-8016-431.61-45	LAMPS SPORT FIELD,OFFICES	1,426.16
				\$1,948.58
IMSA	3/16-3/19/20	111-8020-431.59-15	PW CERTIFICATION CLASSES	750.00
				\$750.00
INFRASTRUCTURE ENGINEERS	24561	111-6010-451.76.05	AQUACTIC CENTER 9/2019	100,000.00
	24602	111-6010-451.76.05	AQUACTIC CENTER 10/2019	140,000.00
	24656	111-6010-451.76.05	AQUACTIC CENTER 11/2019	60,000.00
	24770	111-6010-451.76.05	AQUACTIC CENTER 12/2019	50,000.00
	24784	111-8080-431.56-62	ENGINEERING SRVCS 12/2019	22,002.42
	24800	202-8080-431.73-10	DESIGN/CONSTR HAWK SIGNAL	2,478.60
	24784	221-8010-431.56-41	ENGINEERING SRVCS 12/2019	22,002.42
	24784	222-8080-431.56-41	ENGINEERING SRVCS 12/2019	4,166.66
	24423	239-8010-431.76-01	COMMU OUTREACH PROGRAM 8/2019	13,000.00
	24426	239-8010-431.76-01	COMMU OUTREACH PROGRAM 8/2019	46,500.00
JAVIER GONZALEZ	75550/75807	111-0000-228.20-00	P&R DEPOSIT REFUND	700.00
				\$700.00
JDS TANK TESTING & REPAIR INC	14092	741-8060-431.43-20	FUEL TANK TESTING 1/2020	135.00
				\$135.00
JIMENEZ'S BRAKES & ALIGNMENTS INC	47448	741-8060-431.43-20	FRONT END SUSPENSION UNTI # 977	1,261.51
				\$1,261.51
JOE COVARRUBIAS	1/13-1/16/20	111-6030-451.33-90	BASKETBALL REFEREE SRVCS	297.00
				\$297.00
JOEL GORDILLO	JANUARY 2020	111-1010-411.56-41	VIDEOGRAPHER 1/2020	1,650.00
				\$1,650.00
JTB SUPPLY COMPANY INC	106484	535-8016-431.73-10	ALUMINUM FRMEWORK ST POLE	6,742.64
	106521	535-8016-431.73-10	METER SOCKET	318.70
	106523	535-8016-431.73-10	STREET LIGHT POST	2,671.00
	106740	535-8016-431.73-10	GALV. STEEL POLE	5,515.00
	106827	535-8016-431.73-10	SHIPPING CHARGES & TAX	133.34
				\$15,380.68

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JUAN GRAVES	01/14/2020	111-6030-451.33-90	BASKETBALL REFEREE SRVCS	81.00
				\$81.00
KONICA MINOLTA BUSINESS SOLUTIONS	261812040	111-0110-411.43-05	COUNCIL COPIER LEASE 9/2019	105.22
	262219572	111-0110-411.43-05	COUNCIL COPIER LEASE 10/2019	105.22
	261812040	111-0210-413.43-05	ADMIN COPIER LEASE 9/2019	105.22
	262219572	111-0210-413.43-05	ADMIN COPIER LEASE 10/2019	105.22
	261811183	111-7010-421.44-10	PD ANNEX COPIER LEASE 9/2019	210.44
	263390985	111-7010-421.44-10	PD PATROL COPIER LEASE 12/2019	210.44
	263390989	111-7010-421.44-10	PD ANNEX COPIER LEASE 10/1-12/31/19	206.95
	263391804	111-7010-421.44-10	PD PATROL COPIER LEASE 12/2019	66.64
	261812034	111-7022-421.56-41	PD JAIL COPIER LEASE 9/2019	210.44
	263391066	111-7022-421.56-41	PD ADMIN COPIER LEASE 12/2019	210.44
	263391067	111-7022-421.56-41	PD ADMIN COPIER LEASE 10/1-12/31	263.84
	263391807	111-7022-421.56-41	PD JAIL COPIER LEASE 12/2019	139.36
	263391811	111-7022-421.56-41	PD ADMIN COPIER LEASE 10/1-12/31	10.14
	261812302	111-7030-421.44-10	PD DETEC COPIER LEASE 9/2019	298.91
	263390881	111-7030-421.44-10	PD DETEC COPIER LEASE 12/2019	298.91
	263390886	111-7030-421.44-10	PD DETEC COPIER LEASE 10/1-12/31	250.26
	261812145	111-7040-421.44-10	PD RECORDS COPIER LEASE 9/2019	379.63
	263391429	111-7040-421.44-10	PD RECORDS COPIER LEASE 12/2019	379.63
	263391432	111-7040-421.44-10	PD RECRD COPIER LEASE 10/1-12/31	518.65
	263391796	111-7040-421.44-10	PD RECORDS COPIER LEASE 12/2019	298.91
	263391800	111-7040-421.44-10	PD RECRD COPIER LEASE 10/1-12/31	137.80
	262219492	111-9010-419.43-15	FIN REV COPIER LEASE 10/2019	280.66
	262219568	111-9010-419.43-15	FIN COPIER LEASE 10/2019	359.99
				\$5,152.92
LA COUNTY SHERIFF'S DEPT	202136BL	121-7040-421.56-41	PD INMATE MEAL SERVICE	890.10
				\$890.10
LAN WAN ENTERPRISE, INC	65384	111-7010-421.74-10	PD FIREWALL WARRANTY	3,922.65
	65386	111-7010-421.74-10	AV DEFENDER RMM ANTIVIRUS	4,610.40
	65387	111-7010-421.74-10	ADV MALWARE PROTECTION	7,746.74
				\$16,279.79
LB JOHNSON HARDWARE CO.	102997	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	74.68
				\$74.68
LEGAL SHIELD	GROUP # 0143713	111-0000-217.60-50	ID THEFT PREMIUM 1/2020	80.70
				\$80.70
LGP EQUIPMENT RENTALS INC	111420	221-8012-429.44-10	RENTAL OF SKIP LOADER	3,685.24
	110892	741-8060-431.43-20	LOADER PRKING LOT CLEANUP	2,113.58
				\$5,798.82
LIEBERT CASSIDY WHITMORE	1491012	111-0220-411.32-70	ADMIN LEGAL SRVCS 12/2019	481.00
				\$481.00
LOS ANGELES COUNTY POLICE CHIEF ASN	APRIL 2020	111-7010-421.59-15	LACPCA 2020 SPRING CONFERENCE	300.00
				\$300.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LOS ANGELES TIMES	10002064114	121-7040-421.56-14	PD JAIL NEWSPAPER SUBSCRIPTION	93.48
				\$93.48
LOZADA'S TRANSMISSIONS INC.	3971	741-8060-431.43-20	PD TRANSMISSION RPAIR # 913	1,735.00
				\$1,735.00
MARCOS ACOSTA	70081/75805	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				\$500.00
MARGARITA LOPEZ	74266/75808	111-0000-347.20-00	P&R DEPOSIT REFUND	65.00
				\$65.00
MERRIMAC ENERGY GROUP	2200105	741-8060-431.62-30	FUEL PURCHASE	25,892.41
				\$25,892.41
OPTION ONE SOLAR	10708	111-0000-322.10-10	BUILDING PERMIT REFUND	5,638.39
	10708	111-0000-322.20-00	PLAN CHECK REFUND	3,995.99
				\$9,634.38
O'REILLY AUTO PARTS	2959-193508	111-8095-431.56-75	GRAFFITI ABATEMENT SUPPLY	110.14
	2959-182832	741-8060-431.43-20	BATTERIES ARROW BOARD # 222	254.97
	2959-182861	741-8060-431.43-20	CREDIT CORE RETURN	-104.74
	2959-183032	741-8060-431.43-20	BATTERIES FOR UNIT # 219	770.41
	2959-184807	741-8060-431.43-20	PD SIGN TRAILER UNIT # 214	33.46
	2959-185294	741-8060-431.43-20	PD BRAKE ROTORS UNIT # 915	699.67
	2959-185551	741-8060-431.43-20	PD VALVE COVER UNIT # 915	36.66
	2959-185552	741-8060-431.43-20	PD THERMOSTAT,SEAL # 123	157.99
	2959-185625	741-8060-431.43-20	PD CERAMIC PADS UNIT # 123	38.76
	2959-185759	741-8060-431.43-20	PD CERAMIC PADS UNIT # 903	62.83
	2959-186882	741-8060-431.43-20	CERAMIC BRAKE PADS	1,416.22
	2959-189806	741-8060-431.43-20	PD TWO IGNITION COILS # 952	229.78
	2959-189817	741-8060-431.43-20	8 BOTTLES OIL ADDICTIVE	114.57
	2959-190822	741-8060-431.43-20	PD HEATER HOSE CONNECTORS	42.09
	2959-191060	741-8060-431.43-20	BRAKE CLEANR & SPARK PLUG	81.30
	2959-191061	741-8060-431.43-20	ALTERNATOR & CORE CHARGE	291.84
	2959-191062	741-8060-431.43-20	VEHICLE STABILIZER # 004	43.74
	2959-191423	741-8060-431.43-20	CREDIT ALTERNATOR CORE	-5.48
	2959-191474	741-8060-431.43-20	PD SOQUET UNIT # 882	14.73
	2959-191782	741-8060-431.43-20	OIL FILTERS, ANTIFREEZE	725.97
				\$5,014.91
ORIENTAL TRADING COMPANY, INC.	698874647-01	111-6010-466.55-50	P&R HALLOWEEN SUPPLIES	496.21
				\$496.21
OSUMI VIRGEN	75225/75786	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				\$500.00
PARAMOUNT ICELAND INC.	75722/75722	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	42.40
				\$42.40

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PARS	44534	111-9010-419.56-41	PARS ARS FEES 11/2019	457.97
	44535	216-3010-415.56-41	PARS REP FEES 11/2019	2,388.10
				\$2,846.07
PEERLESS MATERIALS COMPANY	82825	111-8095-431.56-75	GRAFFITI ABATEMENT SUPPLY	327.95
				\$327.95
PETE CARRILLO JR	1/14-1/16/20	111-6030-451.33-90	BASKETBALL REFEREE SRVCS	162.00
				\$162.00
PRUDENTIAL OVERALL SUPPLY	52316343	111-6010-451.56-41	P&R CLEANING SRVC	139.68
	52320797	111-6010-451.56-41	P&R CLEANING SRVC	139.68
				\$279.36
PURCHASE POWER	01/12/2020	111-7040-421.56-41	CITYWIDE POSTAGE FEES	554.20
				\$554.20
QUINN POWER SYSTEMS	WO370151547	741-8060-431.43-20	C.H. GENERATOR DIAGNOSE	600.00
	WO370151649	741-8060-431.43-20	C.H. GENERATOR DIAGNOSE	1,278.68
				\$1,878.68
SMART & FINAL	031798	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	19.98
				\$19.98
SOUTHERN CALIFORNIA EDISON	12/6/19-1/7/20	111-7024-421.62-10	VARIOUS PD SRVC LOCATIONS	4,911.80
	12/3/19-1/09/20	111-8022-419.62-10	VARIOUS SRVC ACCTS	1,101.33
	12/6/19-1/23/20	111-8022-419.62-10	VARIOUS SRVC ACCTS	1,540.11
	12/3/19-1/09/20	111-8023-451.62-10	VARIOUS SRVC ACCTS	3,935.33
	12/19-1/21/20	535-8016-431.62-10	VARIOUS SRVC ACCTS	15,060.04
	12/19-1/21/20	681-8030-461.62-20	VARIOUS SRVC ACCTS	9,168.64
	12/3/19-1/09/20	681-8030-461.62-20	VARIOUS SRVC LOCATIONS	4,426.65
				\$40,143.90
SPARKLETTS	19438227011520	111-7010-421.56-41	PD WATER DELIVERY SRVC	127.38
				\$127.38
ST FRANCIS, LLC.	1661073	221-8014-429.56-41	T. SIGNAL MAINTENANCE 12/2019	5,683.00
				\$5,683.00
STANDARD GLASS & MIRROR	01/16/2020	111-8024-421.43-10	PD WINDOW RECAULKING	300.00
				\$300.00
STATE WATER RESOURCES CONTROL	SW-0179525	681-8030-461.42-05	ANNUAL PERMIT PHASE 1 MS4	21,344.00
	WD-0165692	681-8030-461.42-05	ANNUAL PERMIT FEE INDEX 389229	14,073.00
				\$35,417.00
SUPERION, LLC	266084	111-9010-419.33-10	CLICKGOV3 TRANSACTION MNG	165.38
				\$165.38
THE GAS COMPANY	12/9/19-1/9/20	111-7024-421.62-10	VAROUS SRVC LOCATIONS	791.08
	12/9/19-1/9/20	111-8020-431.62-10	VARIOUS SRVC LOCATIONS	357.59
	12/9/19-1/9/20	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	538.61
	12/9/19-1/9/20	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	593.30
				\$2,280.58

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. ARMOR CORPORATION	26318	111-7022-421.61-24	BULLETPROOF VESTS	348.63
	26318	233-7010-421.74-10	BULLETPROOF VESTS	348.62
				\$697.25
UNITED INDUSTRIES	201187	221-8014-429.61-20	PROTECTIVE SUPPLIES	259.19
	201577	221-8014-429.61-20	PROTECTIVE SUPPLIES	145.53
				\$404.72
VALLARTA COLLISION & BODY SHOP INC.	731	741-8060-431.43-20	MECHANICAL REPAIRS # 977	1,624.81
				\$1,624.81
VALLEY ALARM	921631	111-8020-431.56-41	ALARM SRVCS 1/2020	665.26
	921631	111-8022-419.56-41	ALARM SRVCS 1/2020	665.37
	921631	111-8023-451.56-41	ALARM SRVCS 1/2020	715.32
				\$2,045.95
VERIZON WIRELESS	9846466334	111-0110-411.53-10	COUNCIL CELL 12/17-1/16/2020	300.05
	9846466334	111-0210-413.53-10	ADMIN CELL 12/17-1/16/2020	184.03
	9846466334	111-2030-413.53-10	HR CELL 12/17-1/16/2020	-3.71
	9846466334	111-3010-415.53-10	FINANCE CELL 12/17-1/16/2020	68.01
	9846466334	111-6010-419.53-10	PARKS CARD 12/17-1/16/2020	215.25
				\$763.63
VISION SERVICE PLAN-CA	807957114	111-0000-217.50-30	VISION PREMIUM - DEC 2019	3,669.54
	807957125	111-0000-217.50-30	VISION PREMIUM - DEC 2019	44.20
	808253844	111-0000-217.50-30	VISION PREMIUM - JAN 2020	4,047.86
	808253874	111-0000-217.50-30	VISION PREMIUM - JAN 2020	44.20
	808499661	111-0000-217.50-30	VISION PREMIUM - FEB 2020	44.20
	808499664	111-0000-217.50-30	VISION PREMIUM - FEB 2020	3,996.06
				\$11,846.06
VIVIAN TRUONG	1/27/2020	111-3010-415.59-15	FINANCE MILEAGE REIMBURSE	35.65
				\$35.65
WALNUT PARK MUTUAL WATER CO.	2019	283-8040-432.56-41	BI-MONTHLY REPORT FEE	60.00
				\$60.00
WEST GOVERNMENT SERVICES	841603208	111-7030-421.56-41	WEST INFORMATION CHARGES	707.25
	841693541	111-7030-421.56-41	LIBRARY PLAN CHARGES	62.52
				\$769.77
YASMIN CRUZ	75488/75765	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	212.80
	75514/75691	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	152.00
	75516/75736	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	91.20
	75688	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	60.80
				\$516.80
				\$1,253,548.47



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 4, 2020

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:

RESTATE THE PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS FOR WORK ORDER SERVICES IN THE PUBLIC WORKS DEPARTMENT, AND CONSIDERATION AND APPROVAL OF THE EXPANSION OF THE SCOPE OF SERVICES FOR THE SERVICE AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Restate of the Professional Service Agreement with Nobel Systems and the Expansion of Scope of Services;
2. Authorize City Manager to negotiate final terms of agreement; and
3. Authorize City Manager to execute agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 18, 2018, the City Council approved a purchase order for the annual subscription of a Geographic Information System (GIS) with Nobel Systems which is a software engineering company that specializes in local municipalities. This procurement was due to the absence of an existing GIS system within our City's Public Works Department. Notably, this GIS system was necessary to complete a water utility project within the City. At the time, Nobel Systems was procured without a formal agreement with the City. Currently, Nobel Systems continues to provide GIS services to our city within their original scope of work.

Over time, the Public Works Department expanded the current Nobel Systems services utilizing the existing scope of work to include Work Orders, Graffiti and Electrical Infrastructure assets. Additionally, staff has determined that a "Citizen App for Public Access" would further streamline and integrate the internal Public Works Work Order Application. The added benefit of the "Citizen App for Public Access" Application is that service requests can be made via cellular telephones or online by the public. Service requests for other departments can be made as part of the proposed annual subscription

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with no additional fees incurred for additional departments or service tasks. Notably, this App has the future option to be integrated with Code Enforcement, Community Development, and Huntington Park Police Department. Staff will be able to access the App via desktop, tablets, and cell phones and no further equipment is necessary to immediately use the App.

Due to accelerated needs of our City, staff is now seeking to formalize the City Council action on September 18, 208 and expand the original scope of services through a formal agreement. Specifically, staff believes it is in the best interest to enter into a Professional Service Agreement with Nobel Systems that encompasses all the services being provided to the Public Works Department. For this reason, staff is recommending a three-year agreement with the options for two one-year extensions.

LEGAL REQUIREMENT

Typically, local municipalities are required to procure such services through a traditional Request for Qualifications (RFQ) or Request for Proposal (RFP) process. In this case, Nobel Systems was procured because the City felt that it was in its best interest to rely on a customized approach to provide this specialized service. The City had the need to select a consultant whose qualifications best fit this particular project and felt that the project was time-sensitive. This special needs justification, whereby the City Manager's Office approves the selection of Nobel Systems without a RFQ and/or RFP selection process. In this approach, the City referenced Huntington Park Municipal Code: **2-5.19 Formal service contract procedure** applying section *“(4) When subjective criteria are necessary to evaluate the proposals; Persons designated by the City Manager shall negotiate for the authorized service. Proposals shall be submitted whenever practicable from at least three (3) firms, except in those cases where a service firm has established such a successful past history of work with the City that it is clearly in the public interest not to negotiate with any other source. The contract for professional services should be awarded to the entity that will provide the best possible service to the City for the best value”*.

Additionally, the City relied on Huntington Park Municipal Code: **2-5.14 Sole source vendors** to consider and award the professional services contract to Nobel Systems. Notably, per this code *“Formal bidding requirements shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased. The Purchasing Agent will establish requirements and procedures for sole source purchases.”* The City believes Nobel Systems meets the following criteria: **1)** Only one known source that can provide the commodity or service, **2)** Unique source (commodity/service is unique/special in nature), and **3)** Compatibility (e.g., a public safety agency requiring a specific piece of equipment to be compatible with an existing equipment system).

Now the City would like to restate the professional services agreement with Nobel Systems and consider the expansion of the scope of services.

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FISCAL IMPACT/FINANCING

The total annual cost for the services from Nobel Systems is \$58,900.00. Below is a breakdown of the services, budget, and accounts which were previously budgeted for in Fiscal Year 19-20 budget.

Service	Budgeted Amount	Account Number
GeoViewer Online and Mobile	\$20,000.00	681-8030-461.53-10
Work Order Module	\$10,000.00	681-8030-461.53-10
Street Light Module, RRFB Module and Traffic Signal Module	\$4,500.00	111-8095-431.53-10
Field Forms (Unlimited)	\$9,800.00	111-8030-461.56-42
GeoViewer Citizen App	\$14,600.00	111-8010-431.74-10

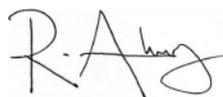
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager/ Interim Public Works Director

ATTACHMENT(S)

- A. Draft Nobel Systems Agreement
- B. Work Order System Services
- C. Geoviewer and Traffic Services
- D. App System Services

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT
NOBEL SYSTEMS WORK ORDER SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 4th of February, **2020** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) Nobel Systems (hereinafter, “CONSULTANT”). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, on February 4, 2020, the CITY entered into a Professional Services Agreement (the “Master Agreement”) with Nobel Systems to provide Geographic Information Services (GIS); and

WHEREAS, on February 4, 2020, the Professional Services Agreement was assigned to the CONSULTANT, which assignment the City agreed to on February 4, 2020. CONSULTANT then commenced providing GIS services under the terms and conditions of said Master Agreement; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of February 4, 2020.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled “Scope of Services” and attached hereto as **Exhibit “B”, Exhibit “C”, and Exhibit “D”** (hereinafter referred to as the “**Scope of Services**”). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 TERM: This Agreement shall have an initial term of three years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the “Term”). Upon the conclusion of the Term, this Agreement may be renewed for a two one -year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. 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 as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit “B”, Exhibit “C”, and Exhibit “D”**. Subject to the CPI Index Adjustment section of **Exhibit “B”, Exhibit “C”, and Exhibit “D”**. CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$58,900.00 DOLLARS per year (hereinafter, the “Base Fee”). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY MANAGER within his/her allowable spending authority. Spending beyond the City Manager’s spending authority requires CITY COUNCIL approval. In the event CONSULTANT’s charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT’s performance of any additional Work outside the Work as defined in **Exhibit “B”, Exhibit “C”, and Exhibit “D”** pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Annually, the CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar year, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT’s annual compensation is a function of hours worked by CONSULTANT’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of

compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Balaji Kadaba to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall

constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS 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 CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of

discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. 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 CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- (a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- (b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, 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 CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent

CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- c) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. 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. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

3.2 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials,

parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **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.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTs, subCONSULTANTs or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth

herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 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: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has

commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 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 thirty (30) calendar days from the end of the initial 30-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party

written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement 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 a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, 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 CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

VI.
MISCELLANEOUS PROVISIONS

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

- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Nobel Systems
436 East Vanderbilt Way
San Bernadino, CA 92408
Attn: BALAJI KADABA,
VICE PRESIENT, OPERATIONS
Phone (909) 891-0896
Fax (909) 890-5612

CITY:

City of Huntington Park
CITY MANAGER'S OFFICE
6550 Mile Avenue
Huntington Park, CA 90255
Attn: RICARDO REYES,
CITY MANAGER
Phone: (323) 582-6161

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.
- 6.23 BUSINESS LICENSE AND W9: A City of Huntington Park Business license must be obtained before commencing work and a W9 provided when submitting first payment.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

NOBEL SYSTEMS

By: _____
Ricardo Reyes, City Manager

By: _____
Balaji Kadaba, Vice-President

APPROVED AS TO FORM:

By: _____
Arnold Alvarez-Glasman, City
Attorney

EXHIBIT "B", EXHIBIT "C" and EXHIBIT "D"
SCOPE OF WORK
(SEE ATTACHED)

DRAFT

ATTACHMENT "B"



436 E. Vanderbilt Way
San Bernardino, CA 92408
Phone: (909) 890-5611
Fax: (909) 890-5612
TAX ID: 77-0323606

INVOICE

DATE	INVOICE #
11/26/2019	14705

BILL TO
City of Huntington Park Accounts Payable 6550 Miles Avenue Huntington Park, CA 90255

P.O. No.

DESCRIPTION	QUANTITY	RATE	AMOUNT
GeoViewer Annual Subscription for Online & Mobile (Hosting of Data) from January 1, 2020 through December 31, 2020		20,000.00	20,000.00
GeoViewer Work Order System subscription services from January 1, 2020 through December 31, 2020		10,000.00	10,000.00
		Total	USD 30,000.00

ATTACHMENT "C"



436 E. Vanderbilt Way
San Bernardino, CA 92408
Phone: (909) 890-5611
Fax: (909) 890-5612
TAX ID: 77-0323606

INVOICE

DATE	INVOICE #
6/18/2019	14589

BILL TO
City of Huntington Park Accounts Payable 6550 Miles Avenue Huntington Park, CA 90255

P.O. No.

DESCRIPTION	QUANTITY	RATE	AMOUNT
GeoViewer Annual Subscription (Hosting of Data) for Hgnf "Hqto u'F gxgr o gpv 'I gqXlgy gt"Cppwcn!Uwduetr vkp"*J quvpi "qh'F cve+hqt 'wtggv'iki j w'o qf wrg		1,500.00	1,500.00
GeoViewer Annual Subscription (Hosting of Data) for RRFB Module		1,500.00	1,500.00
GeoViewer Annual Subscription (Hosting of Data) for Traffic Signal Module		1,500.00	1,500.00
Total USD 14,300.00			

ATTACHMENT "D"



436 E. Vanderbilt Way
San Bernardino, CA 92408
Phone: (909) 890-5611
Fax: (909) 890-5612
TAX ID: 77-0323606

INVOICE

DATE	INVOICE #
11/27/2019	14706

BILL TO
City of Huntington Park Accounts Payable 6550 Miles Avenue Huntington Park, CA 90255

P.O. No.

DESCRIPTION	QUANTITY	RATE	AMOUNT
GeoViewer Citizen App for Public Access			
Project Setup		4,800.00	4,800.00
Annual Subscription (Hosting of Data)		9,800.00	9,800.00
Total			USD 14,600.00



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 4, 2020

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 SIX (6) REMOTE TERMINAL UNITS (RTUs) FOR SIX (6) WELL LOCATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve purchase of six (6) Remote Terminal Units in the amount of \$158,522 in account 681-8030-461.43-30; and
2. Authorize City Manager to approve the encumbrance request.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The water utility employs a Supervisory Control and Data Acquisition (SCADA) system to remotely operate eight Well sites throughout the City. System components collect, examine, and process a variety of data and communicate these operational details to the Water Office. This tool allows the operators 24/7 access and control of the utility and adjustments can be made in real time as circumstances warrant.

In 2014 and 2015, the City had to replace two Remote Terminal Units (RTUs), system components, located at Well Site #14 and Well Site #15 due to failure of aged equipment. A RTU collects site specific data, codes it into a transmittable format and then transmits the data to the Water Office. Information is exchanged with the master device at Water Office and is transferred back to the site where the processes are implemented as directed by the master.

In August 2017, the Water Office SCADA computer system failed. The failure inhibited the ability of water operations to remotely operate the water system via SCADA control. Fortunately, Emerson, the SCADA vendor, was able to fabricate a skeleton system which enabled basic one way communication to occur while the new equipment was on order. As a result, Water Operations staff were forced to operate the system on a limited basis until the SCADA computer hardware and software configurations were completed four months later. The new equipment/software at the Water Office was migrated and

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE SIX (6) REMOTE TERMINAL UNITS (RTUs) FOR SIX (6) WELL LOCATIONS

February 4, 2020

Page 2 of 3

configured to work with the new and old RTUs at the eight remote Well sites. Due to budget constraints replacement of the six remaining obsolete units was indefinitely postponed.

On March 19, 2019, Council authorized the procurement of the six RTUs at the cost of \$118,882.50. Procurement was delayed for a variety of reasons which have been mitigated but due to the significant lead time to order, deliver, install and program the RTUs the purchase order expired at the end of June 2019.

As proposed, each of the six upgraded RTUs will be custom fabricated with the same footprint and mounting arrangement as the current units. Control logic from each location will be migrated to each new unit. This will ensure seamless installation and will bring the system RTUs up to current industry standards. Equipment compatibility, software migration and installation support services are additional factors which contribute to cost containment.

The increased cost from last year's quote to the attached quote (see Attachment A) is due to the addition of several safety and redundancy features which include new power strips, eight battery packs including installation, engineering services, low battery indicators and communication status displays and spare parts.

The quote was obtained by Inframark for replacement of the obsolete RTUs the SCADA System provider. The total cost of the RTUs include Inframark's 10% markup to facilitate the procurement and management of installation which may include trouble shooting.

Vendor	Description	Total Cost
Emerson	6 RTUs, parts and services as described	\$131,010.00
Inframark	Procurement and Installation Management	\$13,101.00
		\$14,411.00
	Total	\$158,522.00

LEGAL REQUIREMENT

Inframark was directed to obtain an updated quote from the SCADA System provider. The direction is consistent with our agreement between the City and Inframark. The direction is consistent with our agreement between the City and Inframark.

FISCAL IMPACT/FINANCING

There is sufficient funding for this in the Fiscal Year 2019-2020 Budget in account number # 681-8030-461-43-30. No further budget appropriations are needed at this time.

**CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE SIX (6)
REMOTE TERMINAL UNITS (RTUs) FOR SIX (6) WELL LOCATIONS**

February 4, 2020

Page 2 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager/ Interim Public Works Director

ATTACHMENT(S)

A. Quote

ATTACHMENT "A"

Kind regards,

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: Rodarte, Joanna
Sent: Tuesday, October 29, 2019 3:25 PM
To: Dixon, Christina <cdixon@hpca.gov>
Cc: Ramos, Iris <Iris.Ramos@inframark.com>
Subject: RE: Water Operations: RTU Upgrades Project Quote (Revision Date 10-29-2019)

Hello Christina,

Per your request, attached please find the revised vendor quote for the RTU Upgrades Project to include the requested additional description. Please provide your approval to proceed accordingly.

Project Description	Quote Amount	Quote Estimated Tax Amount (at 10%)	Inframark 10% mark-up per contract terms	Total Amount
RTU Upgrades Project – for Eight Well Site Locations	\$131,010.00	\$13,101.00	\$14,411.10	\$158,522.10



Additional Description from the vendor quote:

Emerson is presenting this Revised 2 offer (\$131,010) to the Revised 0 offer (\$98,250) sent on January 7, 2019 to Joanna Rodarte and Iris Ramos. This new offer led an increase of \$32,760 due to modified scope of work and new BOM including the following:

- New Power Supplies, UPS, Battery backup and Power Supply Installation Kits (TB, wires, din rail, misc.) for the six (6) sites to be upgraded plus the two (2) sites already upgraded.
- Engineering services to replace the existing obsolete Power Supplies, UPS, Battery backup with the new items described above.
- AC Fault and Low Battery monitoring will be added to each site and will be viewable from the SCADA System
- Communication status display will be created that shows statistics to indicate the health of the communications path to each remote site.
- Providing a set of spare parts that includes qty 2 of each RTU component used, plus qty 2 of Power Supplies & UPS and qty 1 of Battery backup.

The radio system survey and potential radio hardware upgrade will be provided on a separate offer to follow.

Reference Pricing from the vendor quote:

Pricing
The price as offered is \$131,010.00 exclusive of applicable taxes.
<i>Taxes are not included in our offer. however all taxes will be applied when invoicing if applicable</i>

Reference Terms of Payment from the vendor quote:

Terms of Payment

Emerson Process Management would like to work with you in developing a mutually agreeable milestone payment schedule. A typical payment schedule is shown below.

Invoices will be issued for each of the following deliverable line items with payment due Net 30 days from the date of the invoice. The amount of each invoice shall be calculated by applying the percentages (%) shown below against the total Purchase Order price including any changes.

- 30% Upon Submittal Approval
- 60% Upon Delivery (on pro rata basis)
- 10% Upon completion of start-up and customer acceptance (but in any event no later than 60 days after major product shipment)

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: Rodarte, Joanna
Sent: Friday, October 11, 2019 9:48 AM
To: Dixon, Christina <cdixon@hpca.gov>
Cc: Ramos, Iris <Iris.Ramos@inframark.com>
Subject: Water Operations: RTU Upgrades Project Quote (Revision Date 10-9-2019)

Good morning Christina,

Per your request, attached please find the vendor quote for the RTU Upgrades Project. Please provide your approval to proceed accordingly.

Project Description	Quote Amount	Quote Estimated Tax Amount (at 10%)	Inframark 10% mark-up per contract terms	Total Amount
RTU Upgrades Project – for Eight Well Site Locations	\$131,010.00	\$13,101.00	\$14,411.10	\$158,522.10

Reference from the vendor quote:

Pricing

The price as offered is **\$131,010.00** exclusive of applicable taxes.

Taxes are not included in our offer, however all taxes will be applied when invoicing if applicable

Thank you,

Joanna Rodarte | Operations Supervisor