

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Tuesday, November 17, 2015

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

Karina Macias
Mayor

Graciela Ortiz
Vice Mayor

Valentin Palos Amezquita
Council Member

Jhonny Pineda
Council Member

Marilyn Sanabria
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 PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

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

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

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL Mayor Karina Macias
 Vice Mayor Graciela Ortiz
 Council Member Valentin Palos Amezquita
 Council Member Jhonny Pineda
 Council Member Marilyn Sanabria

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

Presentation to Mr. John A. Ornelas, for his Outstanding Service as the City of Huntington Park's Previous Interim City Manager

Presentation by the City of Huntington Park Community Development Department on the "Complete Streets" Project

Presentation by the City of Huntington Park Public Works Department, "Trees for a Better Environment" Grant Summary

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.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9 (d)(4)
Consideration of initiation of litigation – one potential case
2. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: General Employees Association (GEA)

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** Budget Workshop Meeting held Wednesday, June 3, 2015; and
- 1-2** Regular City Council Meeting held Tuesday, November 3, 2015

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated November 17, 2015

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

3. Approve First Amendment to a Professional Services Agreement (PSA) with Tierra West Advisors for an Amount not to exceed \$319,000 to prepare a Focused General Plan Update

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve First Amendment to a PSA with Tierra West Advisors for an amount not to exceed \$319,000 to prepare a Focused General Plan Update; and
- 2. Authorize the City Manager to execute the agreement.

- 4. **Approve Resolution Amending Resolution No. 2015-36, Authorizing the Acceptance and Execution of a Funding Agreement with CalTrans for the Randolph Street Shared Use Rails to Trails Study**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Adopt Resolution No. 2015-44, Amending Resolution No. 2015-36, Authorizing the Acceptance and Execution of a Funding Agreement with Caltrans for the Randolph Street Shared Use Rails-to-Trails Study; and
- 2. Authorize the City Manager and City Engineer to direct staff to proceed with the study's implementation.

REGULAR AGENDA (continued)

COMMUNITY DEVELOPMENT (continued)

- 5. Approve Resolution Amending Resolution No. 2015-37. Authorizing the Acceptance and Appropriation of an Active Transportation Grant from CalTrans for State Street Complete Streets Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-45, Amending Resolution No. 2015-37, Authorizing the Acceptance and Appropriation of an Active Transportation Grant from Caltrans for the City of Huntington Park State Street Complete Streets Project; and
2. Authorize the City Manager and City Engineer to direct staff to proceed with the study's implementation.

PARKS AND RECREATION

- 6. Update, Discussion and/or Action of Concession Stand at Keller Park**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider demolition of the current Concession Stand at Keller Park; and/or
2. Direct staff to continue to seek partners and provide Council with additional options.

- 7. Approve Award of Contract for Installation of Sports Lighting System**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve award of construction contract to California Professional Engineering, Inc. for installation of sports field lighting system on Salt Lake Park Soccer Field; and
2. Authorize the City Manager to execute the contract.

REGULAR AGENDA (continued)

POLICE

8. Approve Withdrawal from the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority Agreement (JPA)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Staff recommends that the City Council approve the proposed notice to withdrawal from the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority Agreement (JPA) and;
2. Authorize staff to issue a notice to the LA-RICS Joint Powers Authority of determination to withdrawal from the LA-RICS board.

PUBLIC WORKS

9. *Continued from the November 3, 2015 City Council Meeting:* Approve List of Vehicles as Surplus and Authorization to Sell Via Auction

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the attached list of vehicles as surplus; and
2. Authorize Public Works Department to sell via auction.

10. Approve California Used Mattress Recycling Program Agreement

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an Agreement with the Mattress Recycling Council (MRC), to implement a five-year mattress recycling program from January 1, 2016 through December 31, 2021;
2. Authorize the City Manager to execute agreement; and
3. Direct the Finance Department to send a quarterly invoice to the MRC for reimbursement of staff time.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

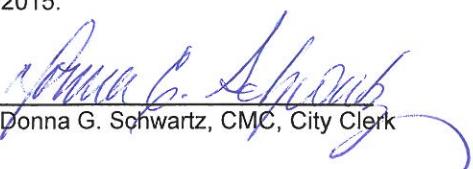
Vice Mayor Graciela Ortiz

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular City Council Meeting on Tuesday, December 1, 2015, 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 on the 12th of November, 2015.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Budget Workshop Meeting of the
City of Huntington Park City Council
Wednesday, June 3, 2015

The Budget Workshop meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Wednesday, June 3, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

ROLL CALL

PRESENT: Mayor Karina Macias; Vice Mayor Graciela Ortiz and Council Members, Valentin Palos Amezquita (arrived at 6:13 p.m.), Jhonny Pineda and Marilyn Sanabria. Other City Officials and employees: John Ornelas, Interim City Manager, Edgar Cisneros, Assistant City Manager, Arnold Alvarez-Glasman, City Attorney, Jorge Cisneros, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director, Michael Ackerman, City Engineer, Manuel Acosta, Economic Development Manager, Martha Castillo, Human Resources Director, Jessica Perez, Management Analysis-Recreation, Art Cueto, Consultant, Evan Brooks Associates and Donna Schwartz, City Clerk.

PUBLIC COMMENT - None

REGULAR AGENDA

1. **Fiscal Year (FY) 2015/2016 Draft Budget Overview**

Interim City Manager Ornelas acknowledged staff's efforts and support in compiling the 2015/2016 draft budget. Mr. Ornelas gave a brief overview of what the City has gone through and is facing with staff resources and financially, but believes the current budget will set a precedent in setting goals each year and sustainability of the city's finances. Mr. Ornelas stated that the theme in preparing the budget was "Holding the Line" focusing on core services and programs. Mr. Ornelas then introduced Interim Finance Director Jan Mazyck who acknowledged her staff for all their time and effort in the preparation of the budget. She presented a PowerPoint presentation on the Fiscal Year (FY) 2015/2016 proposed budget discussing the process, goals and objectives, policies, plans and resource allocation. She explained sustainability with regards to revenues, deferred infrastructure and staff capabilities, increased costs, employee benefits, retiree medical, workers' comp., liability insurance, focus on core services and programs; taking steps towards reducing the budget deficit; and to be mindful of dwindling reserves. Ms. Mazyck gave an overview of all funds: revenues, expenditures & projected fund balances, general fund, enterprise funds (water and sewer), special revenue: Prop A, Prop C, Measure R and entitlement funds: transportation funding, CDBG, and others and concluded with future outlook: reserves, recruitment & retention, unfunded liabilities, city services and addressing longer-term liabilities.

Council Member Amezquita questioned the total increment of unfunded liability and the years they have not been funded. Interim Finance Director Mazyck stated the increments are due to returns and would provide Council with the information regarding years they have not been funded.

Council Member Sanabria questioned if Council could be provided with the assets and the difference between fund balances vs. running balance. Interim Finance Director Mazyck stated yes this information can be provided.

Council Member Amezquita questioned if the 15% reduction in water is a State mandate. City Engineer Michael Ackerman explained that the City's current water use reduction goal is 12%, however the city submitted new calculations to the State with the goal of being granted an 8% reduction target.

Council Member Pineda questioned the decrease in water revenue vs. expenditures, the cost of purchasing water and operating cost. Interim Finance Director Mazyck feels that the income loss reflects certain investments and capital outlays i.e. water well, increase cost on suppliers and etc.

Council Member Sanabria questioned when Well #15 would be up and running. City Engineer Ackerman stated that Well #15 is estimated to be repaired in 45 days.

Interim City Manager Ornelas stated there are water revenue bonds that are still being paid.

City Engineer Ackerman noted that the City currently has enough banked water that would allow the City to pump their own water and lease neighboring water rights at a cost between \$100 and \$150 an acre foot. In an effort to reduce the cost of purchasing from Metropolitan Water District.

Interim City Manager Ornelas stated the leasing of the water and repairing Well 15 can help reduce the million dollar deficit to the point where we have a positive cash balance.

Interim Finance Director Mazyck also noted that some of the operating cost comes from repairs, maintenance and administration. Ms. Mazyck then continued with the overview of the proposed budget.

Council Member Amezquita questioned if the City is increasing the budget for the Combi service, noted his suggestions to use grant monies towards a related transportation improvement project.

Interim City Manager Ornelas noted that approximately 1.5 million dollars currently used on transportation services for the Dial-A-Ride and Combi Bus services could be used for infrastructure and improvements. Mr. Ornelas stated that stating staff will be assessing these services and improvements to find a balance with allocating these resources to continue the level of service the City has provided while providing for the infrastructure investment the City needs.

Council Member Amezquita questioned projects along Pacific Boulevard and transportation and what funds can be utilized. Interim Finance Director Mazyck explained that some Proposition C funds have been budgeted for Pacific Boulevard improvements.

Interim City Manager Ornelas explained that a substantial amount of Proposition A and C goes towards Dial-A-Ride and the Combi service, approximately \$1 million towards Dial-A-Ride and approximately \$600 to 700 thousand towards the Combi service. A lot of these funds can be used for infrastructure and pavement management etc. These funds will need to be reexamined in order to allocate for balance of these funds for infrastructure needs.

Council Member Pineda noted the decrease in the Dial-a-Ride budget.

Interim Finance Director Mazyck feels the service can be delivered in a more efficient manner.

Interim City Manager Ornelas reiterated that the budget reflects negotiating more efficiencies with transportation services.

Council Member Pineda noted this should be revisited regarding transportation.

Vice Mayor Ortiz feels customers would benefit from the Combi services once the routes are changed and suggested adding a stop at the Senior Center.

Interim City Manager Ornelas mentioned that other Cities don't offer a 24-hour transportation service like the City does, it is costly and something that should be looked at for balance and goals for infrastructure and capital investment.

Council Member Amezquita voiced concern with senior citizens and students and continuing the Dial-A-Ride transportation services for them.

Mayor Macias noted that Dial-A-Ride and the Combi service have similar ridership both senior citizens and students.

Interim City Manager Ornelas mentioned the Uber service and the ability for people to use at a lower cost and does take burden off the Cities themselves from providing the service.

Interim Finance Director Mazyck continued presenting the PowerPoint presentation discussing Proposition C and Measure R funds, transportation, and marketing events.

Council Member Amezquita questioned the level of funds being the same each year from Prop A and C funds and Measure R so that improvements continue being made on Pacific Boulevard.

Interim City Manager Ornelas stated these funds will continue. Interim Finance Director Mazyck added, that assuming a healthy economy since it's economically based but yes.

Interim City Manager Ornelas mentioned a key component is the city's cost allocation with using Prop A funds towards certain projects, programs and staffing, making sure this happens so that this cost doesn't come out of the General Fund.

Council Member Pineda questioned the Transportation Marketing/Events amount.

Art Cueto, Consultant with Evans Brooks, stated the funds are grant funds the City received for CicLavia and the Grand Prix Bicycle event for public works fees for street closures.

Interim Finance Director Mazyck continued with gas tax funds and expenses, street repair and street sweeping contract and other cost associated with employee expenses associated with this fund.

Interim City Manager Ornelas asked City Engineer Ackerman to explain the salaries and benefits expenses. Mr. Ackerman stated that these expenses are used for Capital Improvement Projects

Vice Mayor Ortiz questioned the FY 2016 Traffic Congestion Relief revenue being zero.

City Engineer Ackerman explained that for FY 2016 revenues are being cut for this year.

Interim Finance Director Mazyck continued with AQMD revenues and expenses for reducing vehicle emissions.

Council Member Amezquita stated that the Assembly Bill 32 would be distributing \$2 billion dollars in funds to various cities to assist in reducing vehicle emissions and suggested the City look into it.

Interim City Manager Ornelas stated that any funds that are received from the State will come before Council for allocation.

Council Member Pineda questioned what other areas these funds can be used for other than purchasing low emission vehicles.

Interim City Manager Ornelas stated these funds can be used on various projects related to reducing vehicle emissions.

Interim Finance Director Mazyck continued with CDBG and HOME funds pertaining to economic development, public improvements and social services to benefit low and moderate income residents.

Council Member Sanabria questioned the amount of \$250,000 for the Capital Outlay (splash pad) and the remaining amount needed to complete it.

Parks & Recreation Director Espinosa stated if the grant is received it would be a total of \$350,000 and this grant along with other grants would cover the rest needed.

Council Member Pineda noted this would then be \$600,000 and questioned if this was the amount needed to complete the project.

Parks & Recreation Director Espinosa stated it is a total of \$650,000 needed and grants would cover the total amount.

Council Member Amezquita noted even though salaries and benefits aren't coming from the fund, they are quite high and suggested considering saving monies from contracts in order to use towards Pacific Boulevard improvements.

Interim City Manager Ornelas stated that CDBG funds are targeted to certain programs and projects and that the 10% of CDBG funds given for administration is used for salaries and benefits to administer these programs and projects.

Council Member Sanabria questioned when the grants will be received.

Parks & Recreation Director Espinosa stated that the grant is pending an archeological study.

Council Member Pineda questioned the amount of the study.

Ms. Espinosa stated it was approximately \$9,000 and staff provided additional information regarding grants pending.

Council Member Pineda suggested that CDBG and grant funds be reviewed and allocated within the amounts given.

Interim City Manager Ornelas reminded Council that the City is working on being as conservative as possible and is working within the amounts of the funds the City has received.

Interim Finance Director Mazyck returned to historical & projected fund balance explaining the previous and future balances, future outlook i.e. golden handshake, reserves dwindled to minimum levels, recruitment and retention, unfunded liabilities: Other Post Employee Benefits (OPEB) & Pension, reexamining city services; redefine and prioritize City business, and addressing longer-term liabilities.

Council Member Pineda questioned the arbitrage/rebate liability of \$2.2 million.

Interim Finance Director Mazyck explained that the arbitrage/rebate liability was previously under the Redevelopment Agency in 2004, due to a transaction that created a transfer proceed issue, ultimately resulting in a tax liability to the IRS. Ms. Mazyck feels this should be resolved at the Successor Agency level since it is a liability and brought back for negotiating strategies on the next best course of action.

Interim City Manager Ornelas stated the City does have the opportunity to negotiate with the State and the County.

Interim Finance Director Mazyck stated that the City is required to make a payment towards this liability, last November the City paid a \$819,000 payment and is uncertain the amount that will be required this year.

Council Member Amezquita noted that discussions need to take place regarding this liability.

Interim City Manager Ornelas informed Council that the information provided to them gives a status of where the City is at and that through the year items will be presented to Council that they will need to consider and make final decisions.

Council Member Amezquita thanked staff for a good presentation and feels enough information was provided to know where the City is at financially.

Interim City Manager Ornelas closed the presentation and asked Council if they had any questions and stated that staff will continue to work hard to provide Council with the material in time for their review and to have another productive session in the future.

Council Member Sanabria thanked staff for all their hard work and a good presentation.

Vice Mayor Ortiz thanked staff as well for a professional presentation.

Mayor Macias thanked staff for all their support and hard work and knows there's a tough road ahead, sees it all clear now, that it is now a reality would like a staff retreat to discuss priorities and goals.

Council Member Amezquita commented on the pension override and would like to take the documents to someone at the State level to review.

Mayor Macias would like to work as a team and stated this was done before.

City Attorney Alvarez-Glasman requested to add a closed session item under anticipated litigation Conference with Legal Counsel that came after the posting of the agenda and there is a need to brief the Council pursuant to Government Code Section 54956.9(d)(2).

Motion: Council Member Sanabria motioned to approve the addition of the closed session item, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

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

At 8:55 p.m. Mayor Macias reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed the closed session item, no action was taken.

ADJOURNMENT

At 8:56 p.m. Mayor Macias adjourned the meeting to a Regular Meeting on Monday, June 15, 2015, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

Regular Meeting of the
City of Huntington Park City Council
Tuesday, November 3, 2015

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:05 p.m. on Tuesday, October 20, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

ROLL CALL

PRESENT: Mayor Karina Macias; Vice Mayor Graciela Ortiz and Council Members Jhonny Pineda and Marilyn Sanabria. Other City Officials and employees: John Ornelas, Interim City Manager, Arnold Alvarez-Glasman, City Attorney, Cosme Lozano, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director, Michael Ackerman, City Engineer, Manuel Acosta, Economic Development Manager and Donna Schwartz, City Clerk.

ABSENT: Council Member Valentin Palos Amezquita and Edgar Cisneros, Assistant City Manager.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mariajose Alvarez, 7 year old student from San Gabriel Elementary School.

INVOCATION

The invocation was led by Mayor Macias.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to Mariajose Alvarez for leading the Pledge of Allegiance.

Sergeant at Arms read the Rules of Decorum.

Council presented a "Certificate of Recognition" to Mr. Noel Parker, Special Education Teacher from Middleton Elementary School.

Hector Corral, Principal and Lilian Calderon, Teacher, from San Antonio Elementary School presented a brief update on the schools "Tackling Childhood Obesity" program and thanked Council for their support.

Council presented a proclamation to the Huntington Park Kiwanis Club in Honor of "Key Club Week," November 2 - 6, 2015.

Council presented "Certificates of Recognition" to the City of Huntington Park Public Works Department Employees for their support and participation in the "Hauntington Park Halloween Festival.

Council Member Pineda suggested two public comment periods, one at the beginning of the agenda for agenda items only and the other at the end of the agenda for non-agenda items and asked City Attorney for his opinion.

City Attorney Alvarez-Glasman briefly explained the Brown Act and recommended to Council to go through the speaker cards and take out those wishing to address the Council on agenda items and then at the end of the business portion of the agenda to open Public Comment for those wishing to address the Council on non-agenda items. Mr. Alvarez-Glasman again explained the requirements of the Ralph Brown Act and affording the public an opportunity to address the Council with any matter within the City's subject jurisdiction and stated that Council Member Pineda's motion is appropriate and common with many other jurisdictions throughout California.

Motion: Council Member Pineda motioned for the first Public Comment period to be on agenda items only and to add an additional Public Comment at the end of the agenda for non-agenda items, seconded by Council Member Sanabria. Motion passed by the following vote:

ROLL CALL:

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

PUBLIC COMMENT

1. Karina Robles, Mexican American Opportunity Fund (MAOF), announced their 9th Annual Health Fair on November 21, 2015, and thanked Council for considering their event.

STAFF RESPONSE - None

CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9
One potential case
2. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: John Ornelas, Interim City Manager
Employee Organization: General Employees Association (GEA)

At 7:16 p.m. Mayor Macias reconvened to open session. All Council Members present with the exception of Council Member Amezquita ABSENT.

CLOSED SESSION ANNOUNCEMENT

Assistant City Attorney Tapia announced Council discussed Closed Session items 1 and 2, direction given, no action taken.

CONSENT CALENDAR

Motion: Vice Mayor Ortiz moved to approve Consent Calendar items, seconded by Council Member Sanabria. Motion passed 4-0-1 by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved Minutes of the following City Council Meeting(s):
 - 1-1 Regular City Council Meeting held Tuesday, October 20, 2015
2. Waived further reading and adopted Ordinance No. 943-NS, Authorizing Action Minutes to be the Format Used for the Official Record of the Proceedings of City Council and Advisory Board Meetings.

CONSENT CALENDAR (continued)

FINANCE

3. Approved Accounts Payable and Payroll Warrants dated November 3, 2015

POLICE

4. Waived further reading and adopted Ordinance No. 944-NS, Amending Ordinance No. 1394 NS and Repealing and Replacing Article 2. of Title 6, Chapter 1, Relating to Regulations of Dogs.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

5. **Consideration of an Activity in Public Places Permit for the Chamber of Commerce's Annual "Christmas Lane Parade" (S15-27)**

Motion: Vice Mayor Ortiz moved to direct staff to assist the Greater Huntington Park Area Chamber of Commerce with outreach to the businesses that have been difficult to contact and with conditions that signatures are collected by November 8, 2015 and that within two weeks after the event, Chamber submit documentation showing any loss or deficit before City will assist and approve an Activity in Public Places Permit request from the Greater Huntington Park Area Chamber of Commerce to conduct the annual Christmas Lane Parade" along Pacific Boulevard, between Slauson Avenue and Florence Avenue, on November 21, 2015, at 6:00p.m., seconded by Council Member Sanabria. Motion passed 4-0-1 by the following vote:

ROLL CALL:

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

COUNCIL

6. **Approve Resolution in Support of Earned Income Tax Credit (EITC) and the Volunteer Income Tax Assistance (VITA) Program**

Motion: Council Member Pineda motioned to adopt Resolution No. 2015-43, in Support of Earned Income Tax Credit/Volunteer Income Tax Assistance Program, seconded by Council Member Sanabria. Motion passed 4-0-1 by the following vote:

ROLL CALL:

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

FINANCE

7. Continued from October 20, 2015 City Council Meeting: **Approve Second Amendment to Professional Services Agreement (PSA) with LAN WAN Enterprises Inc.**

Motion: Vice Mayor Ortiz moved to approve second amendment to professional services agreement (the "Amended Agreement") with LAN WAN Enterprises Inc. ("LAN WAN") for the addition of network support and maintenance services for the Police Department, and authorize the Interim City Manager to execute the Amended Agreement, seconded by Council Member Sanabria. Motion passed 4-0-1 by the following vote:

REGULAR AGENDA ITEM 7 (continued)

FINANCE (continued)

ROLL CALL:

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

PARKS AND RECREATION

8. Consideration of an Activity in Public Places Permit for Mexican American Opportunity Foundation (MAOF) Annual Family Health Expo

Motion: Council Member Sanabria motioned to approve an Activity in Public Places permit to MAOF for use of parking lot located in Salt Lake Park, to host their “Vive tu Vida! Get Up! Get Moving!” family health expo event, seconded by Vice Mayor Ortiz. Motion passed 4-0-1 by the following vote:

ROLL CALL:

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

9. Authorize Purchase of Energy Efficient Field Lighting Equipment

Motion: Council Member Sanabria motioned to authorize the use of \$58,462 of budgeted CDBG funding to purchase MUSCO’s SportsCluster Green™ Lighting System to be installed on the Kevin De Leon Campo De Futbol at Salt Lake Park and authorized the Department of Parks and Recreation to solicit MUSCO as provider of the SportsCluster Green™ Lighting System and waive the formal bidding requirements, allowable under Huntington Park Municipal Code, section 2-5.1, seconded by Vice Mayor Ortiz. Motion passed 4-0-1 by the following vote:

ROLL CALL:

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

POLICE

10. Approve Purchase of Two Police Department Patrol Operations Division Police Vehicles and Supplementary Equipment

Motion: Council Member Sanabria motioned to approve purchase of two new Police Department Patrol Operations Division police vehicles from the FORD MOTOR COMPANY and supplementary equipment and authorized additional budget appropriation of \$101,671 from Asset Forfeiture Funds, Account #229-7010-421.74-10, with the condition that the vehicles are used for patrol. Additionally she directed staff to bring back to Council for consideration, options for possibly purchasing an additional patrol vehicle, seconded by Vice Mayor Ortiz. Motion passed 4-0-1 by the following vote:

ROLL CALL:

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

REGULAR AGENDA (continued)

PUBLIC WORKS

11. Approve List of Vehicles as Surplus and Authorization to Sell Via Auction

Motion: Council Member Sanabria motioned to table item to next City Council Meeting, seconded by Vice Mayor Ortiz. Motion passed 4-0-1 by the following vote:

ROLL CALL:

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

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

PUBLIC COMMENT

1. Shirley Husar, noted “We the People” will continue to attend the City Council meetings, commented on a sign she held up, the Constitution of the United States not being followed, opposed to the two recent appointments and stated respect American citizenship.
2. Omar Navarro, voiced his disappointment of the two recent appointments, stated his family came to America legally, read the sign behind Council and remarked recall.
3. Nick Ioannidis, spoke in regards to Immigrants Day and a ceremony he hosted, he commented on discrimination, citizenship, crime, conspiracy and himself being an American Citizen.
4. Ivan Meza, thanked the Traffic Authority for completing projects on California Avenue, thanked the Chief of Police for adding more patrols on the streets, commented on code enforcement in relation to illegal vendors along the boulevard and spoke in support of Council.
5. Rodolfo Cruz, feels time should be noted on speaker cards, commented on closing down marijuana dispensaries, trash in the streets, stated there are robberies occurring in his neighborhood, feels there are big problems in the City, commented on bankruptcy, tax increases, water rates, monies for Police Department and remarked recall.
6. Robert Lauten, referenced an immigration chapter in a document, commented on Trans Pacific Partnership and politicians.
7. Robin Hividston, commented on the closed session period, acknowledged the Immigrants Day ceremony hosted by Mr. Ioannidis, and meetings in the overflow room.
8. Francisco Rivera, noted his support in cleaning the community, commented on a remark made by someone regarding vendors in the City, acknowledged the Police Department, commented on the illegal vendors on Pacific Boulevard, would like to see better restaurants and see code enforcement being more effective.
9. Dr. Robert Newman, apologized for saying “yes,” commented on the English and Spanish language being spoken, Immigrants Day and Mr. Ioannidis, requested the two appointments be removed, asked for public comment to be expanded, thanked the City for the overflow room and his attendance at the City Council meetings.

PUBLIC COMMENT (continued)

10. Raul Rodriguez, commented on 1st amendment rights and the Constitution, noted Mr. Ioannidis hosting Immigrants Day, commented on an article in the paper, the removal of Robert Newman, time on speaker cards, spoke in opposition to Council and his continuance of attending the City Council meetings.
11. Von Beck, commented on the two appointments and empty suits.
12. DeAnn D'Lean, thanked the person who led the Pledge of Allegiance, noted article in paper, and commented on nuances and the English language.
13. Janet West, remarked on 1st amendment rights, closed session meetings, read government code sections pertaining to the Maddy Act, and opposed to the two recent appointments.
14. Channel Temple, quoted Dr. Luther King, spoke in opposition to the two appointments, noted We the People will continue to attend meetings, asked the two appointments to be replaced with legal citizens, referenced the City of Bell and commented on crime.
15. Stella Stephen, defined government words, commented on illegal entry, laws being violated, violation of oath, acknowledged Nick Ioannidis, opposed to the two appointments and showed a sign.
16. Wes Parker, commented on crime, illegal immigrants and placement of the second public comment period.
17. Arthur Schaper, noted his attendance at the previous City Council meetings, commented on the two appointments, removal of a speaker, misuse of the law, "We the People," public comment, provided a copy of a letter from the District Attorney's Office, his Congressman Ted Lieu and a public records request with regard to Council.
18. Arthur Poerides, remarked on the word illegal, oath, responsibilities, noted he was calling the U.S. Attorney's Office for an investigation and expressed his disappointment as a resident of Torrance.
19. Mike McGet, noted his participation with "We the People" and attending numerous meetings, commented on corruption, and opposed to undocumented immigrants.
20. Christopher Castillo, believes in Immigration Reform, feels laws and constitution are being broken, stated politicians need to be an example and respect the law.

STAFF RESPONSE

Mayor Macias asked Chief Lozano to respond to Mr. Cruz's comment regarding marijuana dispensaries and to give an update on the marijuana dispensary on Santa Fe Street. Chief Lozano stated the City Prosecutor is engaged in civil proceedings to obtain an order to shut down the dispensary.

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita - ABSENT

Council Member Jhonny Pineda, thanked all those for attending the meeting and for providing their feedback.

Council Member Marilyn Sanabria, thanked all those who attended the meeting and participated during public comment, thanked staff for the Halloween event and her approval for the purchase of two police patrol vehicles noting the importance of supporting the Police Department and invited the public to attend the Veterans Day ceremony.

Vice Mayor Graciela Ortiz, thanked staff for all their support and a great Halloween event.

COUNCIL COMMUNICATIONS (continued)

Mayor Karina Macias, thanked staff for all their support in the Halloween event, announced a City Clean-up on Saturday, asked City Manager to provide an update at the next City Council meeting on the Keller Park snack bar, and thanked all those who attended and participated in public comment.

ADJOURNMENT

At 8:50 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular City Council Meeting on Tuesday, November 17, 2015, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

DRAFT

City of Huntington Park

List of Funds

Fund	Description	Fund	Description
111	General Fund	240	HUD EZ/EC Soc Sec Block
112	Waste Collection/Disposal	242	HUD Home Program
114	Spec Events Contrib Rec	243	HUD 108 B03MC060566
115	Contingency Fund	245	EPA Brownfield
120	Special Revenue DNA ID	246	LBPHCP-Lead Base
121	Special Revnu Welfare Inm	247	Neighborhood Stabilization
150	Emergency Preparedness	248	Homelessness Prevention
151	Economic Development	249	Dept of Toxic Substances
212	P & R Grants	250	DTSC Grant
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
215	Trees for A Better Environment	285	Solid Waste Mgmt Fund
216	Employees Retirement Fund	286	Illegal Disposal Abatmnt
217	OPEB	287	Solid Waste Recycle Grant
219	Sales Tax-Transit Fund A	334	Ped/Bike Path Fund
220	Sales Tax-Transit C	349	Capital Improvement Fund
221	State Gasoline Tax Fund	475	Public Financng Authority
222	Measure R	533	Business Improv Dist Fund
223	Local Origin Program Fund	535	Strt Lght & Lndscp Assess
224	Office of Traffc & Safety	681	Water Department Fund
225	Cal Cops Fund	741	Fleet Maintenance
226	Air Quality Improv Trust	745	Worker's Compensation Fnd
227	Offc of Criminal Justice	746	Employee Benefit Fund
228	Bureau of Justice Fund	748	Veh & Equip Replacement
229	Police Forfeiture Fund	779	Deferred Comp. Trust Fund
230	Homeland Security 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		
234	Congressional Earmark		
235	Federal Street Improvmnt		
237	Community Planning		
239	Federal CDBG Fund		

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
AAA ELECTRICAL SUPPLY INC	108856-00 109058-00	535-8016-431.61-45 111-8022-419.43-10	Street Lighting Supplies Buildings - O S & M	444.94 69.85	N N
				514.79	
ADOLFO PACHECO	54977/55783 55461/55556	111-6060-466.33-20 111-6060-466.33-20	Contractual Srv Class Contractual Srv Class	273.60 121.60	N N
				395.20	
AFSCME COUNCIL 36	PPE 11-08-15	802-0000-217.60-10	Association Dues	664.20	Y
				664.20	
ALL CITY MANAGEMENT SERVICES	40722 40949	111-7022-421.56-41 111-7022-421.56-41	Contract/Other Contract/Other	6,204.66 6,204.66	N N
				12,409.32	
ALVAREZ-GLASMAN & COLVIN	2015-09-14669	111-0220-411.32-70	Contractual Srv Legal	25,943.87	N
				25,943.87	
ALVAREZ-GLASMAN & COLVIN	2015-08-14623	111-0220-411.32-70	Contractual Srv Legal	30,242.98	Y
				30,242.98	
AMERI PRIDE UNIFORM SERVICES INC	1401214362 1401224821 1401229891 1401214362 1401224821 1401229891	111-8020-431.61-20 111-8020-431.61-20 111-8020-431.61-20 741-8060-431.61-20 741-8060-431.61-20 741-8060-431.61-20	Dept Supplies & Expense Dept Supplies & Expense	147.47 204.02 137.02 30.98 30.98 30.98	N N N N N N
				581.45	
AMERICAN CELEBRATIONS	152609 152597	111-6020-451.61-35 111-6020-451.61-35	Recreation Supplies Recreation Supplies	162.63 135.60	N N
				298.23	
AMERICAN FAMILY LIFE ASSURANCE	PPE 11-08-15	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
				106.58	
AMERIFACTORS	11825	111-6022-451.43-10	Buildings - O S & M	443.19	N
				443.19	
ANTHONY PLASCENCIA	55796/54431	111-0000-228.20-00	Deposit Refund	50.00	N
				50.00	

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
AP SIGN SHOP	0152	231-7060-421.61-20	Dept Supplies & Expense	708.50	N
					708.50
AT&T	832433777X10142	681-8030-461.53-10	Telephone & Wireless	326.74	N
					326.74
AT&T MOBILITY	832433777X10142	111-0110-411.53-10	Cell Phone Allowance	393.74	N
	8324337777X1014	111-6010-419.53-10	Telephone & Wireless	87.91	N
	8324337777X1014	111-6010-419.53-10	Telephone & Wireless	30.83	N
	8324337777X1014	111-6010-419.53-10	Telephone & Wireless	19.81	N
					532.29
AY NURSERY INC.	88403	535-6090-452.61-20	Dept Supplies & Expense	272.50	N
					272.50
BACKGROUNDS UNLIMITED	2671	111-7010-421.56-41	Contract / Other	825.35	N
					825.35
BENEFIT ADMINISTRATION CORPORATION	6026297-IN	111-0230-413.56-41	Contractual Srvc - Other	50.00	N
					50.00
BLUE TARP FINANCIAL, INC.	33867164	220-8070-431.61-20	Dept Supplies & Expense	1,099.00	N
					1,099.00
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 10/25/2015	802-0000-217.30-10	PERS	33,267.60	N
	PPE 10/25/2015	802-0000-218.10-10	PERS Employer	29,374.58	N
	PPE 10/25/2015	802-0000-218.10-10	PERS Employer	40,821.52	N
					103,463.70
CARLA ENRIQUETA TORRES GARCIA	55531/55675	111-6060-466.33-20	Contractual Srv Class	44.80	N
					44.80
CARLOS GOMEZ	3-FY-16	745-9030-413.56-41	Contractual Srvc - Other	300.00	N
	2-FY-16	745-9030-413.56-41	Contractual Srvc - Other	475.00	N
					775.00
CDW GOVERNMENT, INC.	ZZ09233	239-7055-424.61-20	Dept Supplies & Expense	417.46	N
					417.46
CELL BUSINESS EQUIPMENT	IN1727262	111-0110-411.43-05	Office Equip - O S & M	78.50	N
	IN1727262	111-0210-413.43-05	Office Equip - O S & M	78.51	N
	IN1728757	111-7010-421.44-10	Rent (Incl Equip Rental)	26.43	N
	IN1728824	111-7010-421.44-10	Rent (Incl Equip Rental)	309.13	N
	IN1726597	111-7010-421.44-10	Rent (Incl Equip Rental)	394.69	N
					887.26

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
CELLEBRITE USA, INC.	163396	225-7010-421.74-10	Equipment	3,098.99	N
					3,098.99
CENTRAL BASIN WATER ASSN	11/5/2015	111-4010-431.59-15	Professional Development	75.00	N
					75.00
CHARTER COMMUNICATIONS	11/01-11/30/15	111-9010-419.53-10	Telephone & Wireless	680.00	N
	11/01-11/30/15	111-9010-419.61-20	Dept Supplies & Expense	11.66	N
	10/31-11/30/15	121-7040-421.56-14	Welfare Inmate Fd Expense	126.33	N
					817.99
CITY OF HUNTINGTON PARK - STANDARD	PPE 11-08-15	802-0000-217.50-70	Life, ADD, LT Disability	791.23	N
					791.23
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 11-08-15	802-0000-217.30-30	Med Reimb 125	174.00	Y
					174.00
CITY OF HUNTINGTON PARK GEA	PPE 11-08-15	802-0000-217.60-10	Association Dues	88.25	Y
					88.25
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 11-08-15	802-0000-217.60-50	Legal Sheild Plan	133.82	N
					133.82
COLONIAL SUPPLEMENTAL INSURANCE	PPE 11-08-15	802-0000-217.50-40	Life-Cancer Insurance	1,575.32	Y
					1,575.32
COUNTY OF L.A. DEPT OF PUBLIC WORKS	15100101134	221-8014-429.56-41	Contractual Srv - Other	5,635.66	N
					5,635.66
DAPEER, ROSENBLIT & LITVAK	10571	239-7055-424.32-50	Contractual Srv - Prosecu	715.00	N
	10572	239-7055-424.32-50	Contractual Srv - Prosecu	3,322.80	N
	9771	239-7055-424.32-50	Contractual Srv - Prosecu	2,000.00	N
	10580	239-7055-424.32-50	Contractual Srv - Prosecu	112.50	N
	10579	239-7055-424.32-50	Contractual Srv - Prosecu	4,550.98	N
	10578	239-7055-424.32-50	Contractual Srv - Prosecu	2,227.50	N
	10577	239-7055-424.32-50	Contractual Srv - Prosecu	625.79	N
	10576	239-7055-424.32-50	Contractual Srv - Prosecu	645.53	N
	10574	239-7055-424.32-50	Contractual Srv - Prosecu	337.50	N
	10573	239-7055-424.32-50	Contractual Srv - Prosecu	579.79	N
	10581	239-7055-424.32-50	Contractual Srv - Prosecu	1,147.50	N
	9836	239-7055-424.32-50	Contractual Srv - Prosecu	437.24	N
					16,702.13

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
DATA TICKET INC.	65440 65485	239-7055-424.56-41 111-7065-441.56-41	Contractual Srvc - Other Contractual Srvc - Other	101.00 99.00 200.00	N N
DAVE BANG ASSOCIATES, INC.	40503	535-6090-452.61-20	Dept Supplies & Expense	63.65 63.65	N
DF POLYGRAPH	2015-7	111-7010-421.56-41	Contract / Other	175.00 175.00	N
DISH NETWORK	11/12-12/11/15	111-7022-421.44-10	Rent (Incl Equip Rental)	57.08 57.08	N
DOOLEY ENTERPRISES, INC.	51988	111-7010-421.61-22	Supplies / FTU	1,328.40 1,328.40	N
DUNCAN PARKING TECHNOLOGIES	DSC00020435	231-7060-421.43-05	Office Equip - O S & M	1,516.92 1,516.92	N
EMPLOYMENT DEVELOPMENT DEPT.	251518144	746-0217-413.52-90	Ins - Unemployment	5,770.00 5,770.00	N
ERGOGENESIS WORKPLACE SOLUTIONS	450089	111-7040-421.61-32	Dept Supplies Comm Center	928.77 928.77	N
ERIC BARRAZA	HP-S0218	111-6030-451.61-35	Recreation Supplies	35.00 35.00	N
ESTEFANIA ZAMORA	677830	111-6020-451.61-35	Recreation Supplies	5.45 5.45	N
ESTELA RAMIREZ	55431/55788	111-6060-466.33-20	Contractual Srv Class	270.40 270.40	N
EVAN BROOKS ASSOCIATES, INC	15006-14 15007-1	220-8010-431.56-41 220-8010-431.56-41	Contractual Srvc - Other Contractual Srvc - Other	8,000.00 8,000.00 16,000.00	N N
EXPERT ROOTER	91801	111-6022-451.43-10	Buildings - O S & M	132.00 132.00	N
F&A FEDERAL CREDIT UNION	PPE 11-08-15	802-0000-217.60-40	Credit Union	15,156.50 15,156.50	Y

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
FAIR HOUSING FOUNDATION	3	239-5060-463.56-41	Contractual Srvc - Other	1,322.92	N
					1,322.92
FERGUSON ENTERPRISES INC	2516497-1	111-6022-451.43-10	Buildings - O S & M	219.22	N
					219.22
FIRST IMPERIAL TRADING CO	PDRK-PK-1551849	111-6020-451.61-35	Recreation Supplies	433.63	N
					433.63
FLAVIA BROWN	HP002819616	111-0000-351.10-10	Citation Refund	64.00	N
					64.00
FLAVIO NUNO	55777/54771	111-0000-347.20-00	Deposit Refund	150.00	N
					150.00
FRED PRYOR SEMINARS	18731744	111-1010-411.59-15	Professional Development	39.00	N
					39.00
GARDA CL WEST, INC.	20004692	111-9010-419.33-10	Bank Services	71.20	N
	20026317	111-9010-419.33-10	Bank Services	16.75	N
	10039028	111-9010-419.33-10	Bank Services	636.65	N
	10045594	111-9010-419.33-10	Bank Services	636.65	N
					1,361.25
GIGIS HOLLYDALE APPLIANCE	27331	111-7020-421.43-10	Buildings - O S & M	203.50	N
	27323	111-8022-419.43-10	Buildings - O S & M	275.00	N
					478.50
GLENDORA DODGE CHRYSLER	39992	229-7010-421.74-10	Capital Outlay / Equipment	30,549.60	Y
					30,549.60
GUSTAVO HERNANDEZ	687081	111-6020-451.61-35	Recreation Supplies	106.09	N
					106.09
HUNTINGTON PARK CAR WASH	09/01/2015	741-8060-431.43-20	Vehicles - O S & M	232.00	N
					232.00
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 11-08-15	802-0000-217.60-10	Association Dues	50.00	Y
					50.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 11-08-15	802-0000-217.60-10	Association Dues	4,126.21	Y
					4,126.21

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
IBE DIGITAL	36206A	111-1010-411.61-20	Dept Supplies & Expense	13.08	N
	35981A	111-1010-411.61-20	Dept Supplies & Expense	13.08	N
	35886A	111-1010-411.61-20	Dept Supplies & Expense	13.08	N
					39.24
INTER VALLEY POOL SUPPLY, INC	81455	681-8030-461.41-00	Water Purchase	243.68	N
	81453	681-8030-461.41-00	Water Purchase	248.50	N
	81454	681-8030-461.41-00	Water Purchase	245.89	N
	81035	681-8030-461.41-00	Water Purchase	316.86	N
	81034	681-8030-461.41-00	Water Purchase	246.16	N
					1,301.09
J P COOKE CO	354978	111-3010-415.61-20	Dept Supplies & Expense	146.55	N
					146.55
JACQUELINE RAMIREZ	55981/54965	111-0000-347.20-00	Deposit Refund	125.00	N
					125.00
JESUS GUTIERREZ	11/21-11/24/15	111-7010-421.59-20	Professional Develop Post	250.00	N
					250.00
JOSE TORRES	55649/55757	111-0000-347.20-00	Deposit Refund	60.00	N
					60.00
JOSEFINA CERVANTES	55618/55895	111-0000-347.50-00	Deposit Refund	28.00	N
					28.00
JUST SOLUTION LAW GROUP, APC	1894968	745-9031-413.52-30	Ins - Benefits Active EEs	5,571.65	N
					5,571.65
KAFCO SALES CO.	395372	535-6090-452.61-20	Dept Supplies & Expense	62.82	N
					62.82
KEYSTONE UNIFORM DEPOT	073340	111-7010-421.61-20	Dept Supplies & Expense	436.71	N
	073410	111-7010-421.61-20	Dept Supplies & Expense	174.29	N
	073395	111-7010-421.61-20	Dept Supplies & Expense	174.29	N
	073357	231-7060-421.61-20	Dept Supplies & Expense	492.24	N
					1,277.53
KONICA MINOLTA PREMIER FINANCE	290449297	111-7040-421.44-10	Rent (Incl Equip Rental)	1,265.54	N
					1,265.54

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
LAC+USC MEDICAL CENTER	9010	111-7030-421.56-16	Victims' Medical Services	730.00	N
					730.00
LACMTA	800061880	219-0250-431.58-50	Bus Passes	5,002.50	N
					5,002.50
LAN WAN ENTERPRISE, INC	53725 53692 53643 53625	111-9010-419.43-15 111-7010-421.56-41 111-7010-421.56-41 111-7010-421.56-41	Financial Systems Contract/Other Contract/Other Contract/Other	22,600.00 975.22 4,800.00 4,800.00	N N N N
					33,175.22
LAWRENCE, BEACH, ALLEN & CHOI,PC	51988 52007 52198 52301 52407	745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70	Contractual Srv Legal Contractual Srv Legal Contractual Srv Legal Contractual Srv Legal Contractual Srv Legal	111.45 643.83 90.00 35.00 742.50	N N N N N
					1,622.78
LB JOHNSON HARDWARE CO #1	677309	111-8022-419.43-10	Buildings - O S & M	35.37	N
					35.37
LEGAL SHIELD	10/15/2015	802-0000-217.60-50	Legal Sheild Plan	289.90	N
					289.90
LIBERTY PAPER	278006 279068 278006 279068	111-7010-421.61-20 111-7010-421.61-20 111-9010-419.61-20 111-9010-419.61-20	Dept Supplies & Expense Dept Supplies & Expense Dept Supplies & Expense Dept Supplies & Expense	707.41 707.41 707.41 707.41	N N N N
					2,829.64
LOGAN SUPPLY COMPANY, INC.	85679 85700	111-6020-451.61-35 285-8050-432.61-20	Recreation Supplies Dept Supplies & Expense	136.03 272.50	N N
					408.53
LORRAINE MENDEZ & ASSOCIATES, LLC	213 213 214	239-5060-463.56-41 242-5060-463.56-41 242-5098-463.56-41	Contractual Srv - Other Contractual Srv - Other Contractual Srv - Other	10,369.25 400.00 660.00	N N N
					11,429.25

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
LOZADA'S TRANSMISSIONS INC.	2733	741-8060-431.43-20	Vehicles - O S & M	2,299.81	N
				2,299.81	
LUCKY TOURS CHARTER INC	102915	219-0250-431.57-70	Recreation Transit	700.00	N
				700.00	
LYNBERG & WATKINS APC	40174 40175 40176 40177 40548 40549 40559 40560 40762 40763 40764 40765 40999 41000 41001 41002 41015 41167 41168 41169	745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70 745-9031-413.32-70	Contractual Srv Legal Contractual Srv Legal	281.50 9,070.24 322.34 6,176.31 4,628.32 4,028.81 1,869.66 212.40 247.00 1,974.46 1,842.94 5,855.28 688.50 1,175.85 1,355.28 2,764.96 7,800.68 9,647.17 526.75 8,747.89	N N N N N N N N N N N N N N N N N N N N
				69,216.34	
MANAGED HEALTH NETWORK	320000374	802-0000-217.50-60	Employee Mental Wellness	1,351.84	N
				1,351.84	
MANNING & KASS, ELLROD, RAMIREZ,	428632	745-9031-413.32-70	Contractual Srv Legal	2,449.55	N
				2,449.55	
MARIA SANCHEZ	55622/55921	111-0000-228.20-00	Deposit Refund	28.00	N
				28.00	

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
MARTIN & CHAPMAN CO.	2015208	111-1010-411.61-20	Dept Supplies & Expense	99.24	N
				99.24	
MATSUMOTO CONSULTING LLC	15-11-02 HP 15-11-02 HP	111-3013-415.56-41 111-3013-415.56-41	Contractual Srv - Other Contractual Srv - Other	600.00 2,900.00	N N
				3,500.00	
MCCULLAH FENCE COMPANY	2015111	535-6090-452.61-20	Dept Supplies & Expense	1,700.00	N
				1,700.00	
METRO TRANSIT SERVICES	201510 201510 201510	219-0000-340.30-00 219-0250-431.56-43 741-8060-431.62-30	Transit / Fixed Route Fares Fixed Route Transit Fuel and Oil	-5,365.48 77,756.49 -5,982.69	N N N
				66,408.32	
MIRACLE PLAYGROUND SALES OF	768994	535-6090-452.61-20	Dept Supplies & Expense	455.13	N
				455.13	
MONJARAS & WISMEYER GROUP, INC.	13185	745-9030-413.56-41	Contractual Srv - Other	1,043.59	N
				1,043.59	
NATION WIDE RETIREMENT SOLUTIONS	PPE 11-08-15	802-0000-217.40-10	Deferred Compensation	18,228.91	Y
				18,228.91	
NATIONAL ASSOCIATION OF TOWN WATCH	NNO2812	239-7055-424.61-23	Neighborhood Improvement	116.57	N
				116.57	
NETWORK INNOVATION ASSOCIATES	12354	150-7075-429.57-73	Emergency Services	5,004.00	N
				5,004.00	
NORMA URENA	55545/55836	111-6060-466.33-20	Contractual Srv Class	112.00	N
				112.00	
O'REILLY AUTO PARTS	2959-404590 2959-404199 2959-394588 2959-402404 2959-400332 2959-402980 2959-404177	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	Vehicles - O S & M Vehicles - O S & M	19.60 -10.00 110.33 110.33 460.52 28.33 160.32	N N N N N N N

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
O'REILLY AUTO PARTS	2959-405469	741-8060-431.43-20	Vehicles - O S & M	57.55	N
	2959-405777	741-8060-431.43-20	Vehicles - O S & M	14.88	N
	2959-405769	741-8060-431.43-20	Vehicles - O S & M	238.13	N
	2959-407108	741-8060-431.43-20	Vehicles - O S & M	203.94	N
	2959-407816	741-8060-431.43-20	Vehicles - O S & M	66.40	N
	2959-409271	741-8060-431.43-20	Vehicles - O S & M	29.63	N
	2959-409762	741-8060-431.43-20	Vehicles - O S & M	159.89	N
	2959-410122	741-8060-431.43-20	Vehicles - O S & M	205.61	N
	2959-410918	741-8060-431.43-20	Vehicles - O S & M	14.64	N
	2959-412185	741-8060-431.43-20	Vehicles - O S & M	47.95	N
	2959-413285	741-8060-431.43-20	Vehicles - O S & M	37.82	N
	2959-413126	741-8060-431.43-20	Vehicles - O S & M	59.95	N
	2959-414728	741-8060-431.43-20	Vehicles - O S & M	-155.94	N
	2959-414664	741-8060-431.43-20	Vehicles - O S & M	-96.20	N
	2959-412863	741-8060-431.43-20	Vehicles - O S & M	96.20	N
	2959-413249	741-8060-431.43-20	Vehicles - O S & M	40.98	N
	2959-415312	741-8060-431.43-20	Vehicles - O S & M	143.64	N
	2959-414642	741-8060-431.43-20	Vehicles - O S & M	65.27	N
	2959-414830	741-8060-431.43-20	Vehicles - O S & M	27.05	N
				2,136.82	
OK PRINTING DESIGN & DIGITAL PRINT	111	111-0110-411.61-20	Dept Supplies & Expense	141.75	N
	109	111-7010-421.61-20	Dept Supplies & Expense	539.80	N
				681.55	
OLIVAREZ MADRUGA, LLP	13222	111-0220-411.32-70	Contractual Srv Legal	19.00	N
	12984	745-9031-413.32-70	Contractual Srv Legal	1,402.60	N
	12985	745-9031-413.32-70	Contractual Srv Legal	1,899.91	N
	12986	745-9031-413.32-70	Contractual Srv Legal	2,581.00	N
	12987	745-9031-413.32-70	Contractual Srv Legal	1,714.00	N
	13038	745-9031-413.32-70	Contractual Srv Legal	2,212.44	N
	13039	745-9031-413.32-70	Contractual Srv Legal	336.67	N
	13040	745-9031-413.32-70	Contractual Srv Legal	916.12	N
	13149	745-9031-413.32-70	Contractual Srv Legal	517.50	N
	13195	745-9031-413.32-70	Contractual Srv Legal	1,519.75	N
	13197	745-9031-413.32-70	Contractual Srv Legal	1,265.80	N
				14,384.79	

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
ORIENTAL TRADING COMPANY, INC.	673918870-01	111-6020-451.61-35	Recreation Supplies	99.44	N
				99.44	
PACIFIC PRODUCTS & SERVICES	20069	221-8012-429.61-20	Dept Supplies & Expense	1,540.72	N
				1,540.72	
PARAMOUNT ICELAND INC.	55402/55402 55473/55609	111-6060-466.33-20 111-6060-466.33-20	Contractual Srv Class Contractual Srv Class	38.40 192.00	N N
				230.40	
PENSKE CHEVROLET	11667	741-8060-431.43-20	Vehicles - O S & M	2,957.53	Y
				2,957.53	
PRO FORCE LAW ENFORCEMENT	253497	111-7010-421.61-22	Supplies/FTU	1,453.34	N
				1,453.34	
PRUDENTIAL OVERALL SUPPLY	50795255 50795254 50791706 50791707	111-6010-451.56-41 111-6010-451.56-41 111-7010-421.61-20 111-8022-419.43-10	Contractual Srv - Other Contractual Srv - Other Dept Supplies & Expense Buildings - O S & M	78.57 40.58 17.87 29.00	N N N N
				166.02	
PSYCHOLOGICAL CONSULTING ASSOC, INC	521772	111-7010-421.56-41	Contract/Other	700.00	N
				700.00	
PURCHASE POWER	10567493	111-9010-419.53-20	Postage	3,000.00	N
				3,000.00	
QUALITY CODE PUBLISHING LLC	2015-383	111-1010-411.56-41	Contractual Srv - Other	723.89	N
				723.89	
RICE /ENGLANDER & ASSOCIATES	229 230 231 232	216-0210-413.32-70 216-0210-413.32-70 216-0210-413.32-70 216-0210-413.32-70	Contractual Srv Legal Contractual Srv Legal Contractual Srv Legal Contractual Srv Legal	3,500.00 3,500.00 3,500.00 1,167.00	N N N N
				11,667.00	
RICOH USA, INC.	5038567691	111-6010-451.56-41	Contractual Srv - Other	129.69	N
				129.69	
RIO HONDO COLLEGE	11/30-12/04/15 1516-RANGE-HUNT	111-7010-421.59-20 111-7010-421.56-41	Professional Develop Post Contract/Other	318.00 900.00	N N
				1,218.00	

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
RUTAN & TUCKER, LLP	729088 729089 729090 719486	681-8030-461.32-70 681-8030-461.32-70 681-8030-461.32-70 745-9031-413.32-70	Contractual Legal Contractual Legal Contractual Legal Contractual Srv Legal	360.00 3,140.00 2,005.43 9,472.96	N N N N
				14,978.39	
SC FUELS	2907491	741-8060-431.62-30	Fuel and Oil	20,707.39	N
				20,707.39	
SMART & FINAL	136999	111-0230-413.61-20	Dept Supplies & Expense	57.98	N
				57.98	
SMITH PAINT & SUPPLY INC	754329	535-6090-452.61-20	Dept Supplies & Expense	143.75	N
				143.75	
SOUTHERN CALIFORNIA EDISON	9/25-10/27/15 8/5/15-10/5/15 9/17-10/19/15 8/6/15-10/8/15 9/22-10/22/15 8/6/15-10/8/15 8/5/15-10/5/15 8/6/15-10/8/15	535-8016-431.62-10 535-8016-431.62-10 111-8020-431.62-10 111-6022-451.62-10 111-8022-419.62-10 111-8022-419.62-10 681-8030-461.62-20 681-8030-461.62-20	Heat Light Water & Power Heat Light Water & Power Power Gas & Lubricants Power Gas & Lubricants	44.37 20,372.57 1,804.83 7,464.01 828.69 3,245.08 11,275.47 36,004.71	N N N N N N N N
				81,039.73	
SPARKLETT'S	15010561 102415 15010561 102415 15010561 102415 15010561 102415 15010561 102415	111-5010-419.61-20 111-5010-419.61-20 239-5035-465.61-20 239-5040-463.61-20 242-5060-463.61-20	Dept Supplies & Expense Dept Supplies & Expense Dept Supplies & Expense Dept Supplies & Expense Dept Supplies & Expense	9.46 2.37 4.73 2.38 4.73	N N N N N
				23.67	
STACY MEDICAL CENTER	3160-14054	111-7022-421.56-15	Prisoner Medical Services	495.00	N
				495.00	
STANDARD INSURANCE COMPANY	09/18/2015 10/19/2015 NOV 2015	802-0000-217.50-70 802-0000-217.50-70 802-0000-217.50-70	Life, ADD, LT Disability Life, ADD, LT Disability Life, ADD, LT Disability	1,812.83 1,812.83 7,376.62	N N N
				11,002.28	

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
STAPLES ADVANTAGE	7145210472	111-6010-451.61-20	Dept Supplies & Expense	201.38	N
				201.38	
SUNGARD PUBLIC SECTOR INC.	109424	111-9010-419.43-15	Financial Systems	10,646.57	N
				10,646.57	
SUNSET VANS INC.	9411	741-8060-431.43-20	Vehicles - O S & M	1,998.49	N
				1,998.49	
SUSAN CRUM	E1912DD002042I	111-6020-451.61-35	Recreation Supplies	34.86	N
				34.86	
THE FROMHOLZ FIRM	20007	111-0220-411.32-70	Contractual Srv Legal	1,785.00	N
				1,785.00	
TIFCO INDUSTRIES	71097089	741-8060-431.43-20	Vehicles - O S & M	345.88	N
				345.88	
TRABUCO RESEARCH AND TRAINING	15-37	111-7010-421.59-30	Prof Dev - STC & Training	300.00	N
				300.00	
TRIANGLE SPORTS	31952	111-6020-451.61-35	Recreation Supplies	147.15	N
				147.15	
U.S. BANK	PPE 11-08-15 PPE 11-08-15 PPE 11-08-15 PPE 11-08-15	802-0000-217.30-20 802-0000-217.30-20 802-0000-218.10-05 802-0000-218.10-05	PARS PARS PARS EMPLOYER PARS EMPLOYER	2,000.06 2,458.43 7,869.89 3,275.00	Y Y Y Y
				15,603.38	
U.S. HEALTH WORKS	2804007-CA 2800379-CA 2796719-CA	111-0230-413.56-41 111-0230-413.56-41 111-0230-413.56-41	Contractual Srv - Other Contractual Srv - Other Contractual Srv - Other	326.00 242.00 1,504.00	N N N
				2,072.00	
UNITED WAY OF GREATER	PPE 11-08-15	802-0000-217.60-20	United Way	5.00	N
				5.00	
UTILITY COST MANAGEMENT LLC	20711	535-8016-431.62-10	Heat Light Water & Power	101.98	N
				101.98	
VALLARTA COLLISION & BODY SHOP INC.	4127	741-8060-431.43-20	Vehicles - O S & M	1,200.00	N
				1,200.00	

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
VANESSA HUERTA-MENDEZ	55897/49799 49798/55896	111-0000-347.20-00 111-0000-347.20-00	Deposit Refund Deposit Refund	60.00 60.00	N N
				120.00	
VISION SERVICE PLAN-CA	SEPTEMBER 2015 NOVEMBER 2015 SEPTEMBER 2015 NOVEMBER 2015	802-0000-217.50-30 802-0000-217.50-30 802-0000-217.50-30 802-0000-217.50-30	Vision Insurance Vision Insurance Vision Insurance Vision Insurance	4,214.54 4,213.34 278.34 116.52	N N N N
				8,822.74	
VULCAN MATERIALS COMPANY	70906004 70913589 70913590 70928983	111-8010-431.61-21 111-8010-431.61-21 111-8010-431.61-21 111-8010-431.61-21	Materials Materials Materials Materials	376.05 915.06 301.19 190.01	N N N N
				1,782.31	
WALTERS WHOLESALE ELECTRIC COMPANY	2001851-00 2001816-01	535-8016-431.61-45 111-8022-419.43-10	Street Lighting Supplies Buildings - O S & M	3.53 601.04	N N
				604.57	
WELLS FARGO	24121578TBH6JFX 24121578TB1BY18 24121578T8RPBBF 24121578T8XQBPB 24121578T9GY6WT F5921008A000AF2 F5921008A000AL2 F5921008R000CB2 243732895J4JT2Z 24121578TAJF36K 24121578XB7WHTF F5921008A000AF2	111-0110-411.53-10 111-0110-411.53-10 111-0110-411.53-10 111-0110-411.53-10 111-0110-411.53-10 111-0110-411.61-20 111-0110-411.61-20 111-0110-411.66-05 111-0110-411.66-05 111-0210-413.53-10 111-0210-413.53-10 111-0210-413.61-20	Cell Phone Allowance Cell Phone Allowance Cell Phone Allowance Cell Phone Allowance Cell Phone Allowance Dept Supplies & Expense Dept Supplies & Expense Council Meeting Expenses Council Meeting Expenses Cell Phone Allowance Cell Phone Allowance Dept Supplies & Expense	4.58 4.58 4.58 4.58 4.58 -120.97 -39.00 141.46 140.60 4.58 8.00 -16.81	N N N N N N N N N N N N
				140.76	
WELLS FARGO BANK-FIT	PPE 11-08-15 PPE 11-08-15 PPE 11-08-15	802-0000-217.20-10 802-0000-217.20-10 802-0000-217.20-10	Federal W/Holding Federal W/Holding Federal W/Holding	24.30 12,794.89 35,477.53	Y Y Y
				48,296.72	

City of Huntington Park
Demand Register
11-17-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
WELLS FARGO BANK-MEDICARE	PPE 11-08-15	802-0000-217.10-10	Medicare	7.49	Y
	PPE 11-08-15	802-0000-217.10-10	Medicare	2,993.91	Y
	PPE 11-08-15	802-0000-217.10-10	Medicare	6,762.49	Y
					9,763.89
WELLS FARGO BANK-SIT	PPE 11-08-15	802-0000-217.20-20	State W/Holding	1.28	Y
	PPE 11-08-15	802-0000-217.20-20	State W/Holding	3,841.08	Y
	PPE 11-08-15	802-0000-217.20-20	State W/Holding	11,994.69	Y
					15,837.05
WILLDAN FINANCIAL SERVICES	010-28935	111-9010-419.56-41	Contractual Srvc - Other	75.00	N
	010-28935	535-8016-431.56-41	Contractual Srvc - Other	1,924.38	N
					1,999.38
XPRESS FLEETWASH LLC	5211	741-8060-431.43-20	Vehicles - O S & M	1,271.00	N
	5207	741-8060-431.43-20	Vehicles - O S & M	689.00	N
					1,960.00
YAZMIN CHAVEZ	40363007004	111-6020-451.61-35	Recreation Supplies	19.61	N
	152001	111-6020-451.61-35	Recreation Supplies	10.80	N
	219749	111-0230-413.61-20	Dept Supplies & Expense	8.95	N
	531200006957	111-0230-413.61-20	Dept Supplies & Expense	27.98	N
	59001052405	111-0230-413.61-20	Dept Supplies & Expense	19.48	N
	151108144032	111-0230-413.61-20	Dept Supplies & Expense	11.71	N
					98.53
YVONNE G. MORENO	HAUNTED HOUSE	111-6020-451.61-35	Recreation Supplies	266.03	N
					266.03
ZUMAR INDUSTRIES, INC.	0161283	535-6090-452.61-20	Dept Supplies & Expense	343.26	N
					343.26
					823,294.61



CITY OF HUNTINGTON PARK

Community Development Department

City Council Agenda Report

November 17, 2015

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

Dear Mayor and Members of the City Council:

APPROVE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH TIERRA WEST ADVISORS FOR AN AMOUNT NOT TO EXCEED \$319,000 TO PREPARE A FOCUSED GENERAL PLAN UPDATE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve First Amendment to a PSA with Tierra West Advisors for an amount not to exceed \$319,000 to prepare a Focused General Plan Update; and
2. Authorize the City Manager to execute the amended agreement.

BACKGROUND

On February 20, 2013, the Los Angeles County Metropolitan Transportation Authority ("Metro") awarded the City a Transit Oriented Development ("TOD") Grant in the amount of \$319,000, for the preparation of the Focused General Plan Update. The grant allows the City to update specific elements of the General Plan to encourage the use of non-automotive related travel.

On December 4, 2015, the City released a Request for Proposal to qualified firms to assist the City in preparing the General Plan Update. After careful review of the proposals Tierra West Advisors was selected. Tierra West Advisors' proposed fee is \$291,800 for updating the General Plan. Tierra West is committed to completing the update within the Metro Grant deadline of August 2016.

APPROVE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH TIERRA WEST ADVISORS FOR AN AMOUNT NOT TO EXCEED \$319,000 TO PREPARE A FOCUSED GENERAL PLAN UPDATE

November 17, 2015

Page 2 of 3

On February 17, 2015, the City awarded Tierra West Advisors a professional services agreement in the amount of \$291,800.00 for the preparation of a focused General Plan Update. The General Plan update will focus on the following three specific elements:

1. Housing Element
2. Land Use Element
3. Circulation Element

On September 21, 2015, the City Council appropriated \$319,000 for costs associated with the City's Focused General Plan Update.

On September 25, 2015, the City received a written request for an amendment to the previously awarded professional services agreement to Tierra West Advisors. According to Tierra West Advisors' request, the increase is due to additional work required in order to perform additional field work to fully satisfy the grant requirements. The additional work consists of conducting additional traffic counts, preparing additional information for Land Use Element and the Circulation Element.

On October 7, 2015, the City received an email from Metro informing us that Metro had identified several inconsistencies between Tierra West Advisor's Scope of Work and Metro's Scope of Work for the project. Since receiving notification from Metro, staff has discussed the issues with Tierra West Advisors and concluded that Tierra West would amend their Scope of Work.

On October 21, 2015, the City received additional information from Tierra West Advisors outlining the supplemental tasks and information required in order to complete the update and justify the funding increase request.

FISCAL IMPACT/FINANCING

The consultant will be paid 100% from the METRO TOD Grant of \$319,000, which was budgeted for Fiscal Year (FY) 2015-2016 under account number 222-4010-431.56-41. The grant guidelines did not require a local match; however the City proposed to contribute a \$50,000 local match in the form of in-kind services, which has been budgeted for FY 2015-2016 under account number 111-5010-419-11.00. The City's Senior Planner's time will be used as in-kind services to complete the grant-funded activities.

**APPROVE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT
(PSA) WITH TIERRA WEST ADVISORS FOR AN AMOUNT NOT TO EXCEED
\$319,000 TO PREPARE A FOCUSED GENERAL PLAN UPDATE**

November 17, 2015

Page 3 of 3

LEGAL AND PROGRAM REQUIREMENTS

The consultant team will continue to work with the City and project team to develop and implement an outreach plan, draft General Plan and all necessary environmental documents for the complete adoption of changes to the General Plan. The consultant will be expected to work with the project team to involve the community throughout the process.

Based on the additional work performed by Tierra West Advisors and revised scope of work requested by Metro, it is reasonable to assume that additional costs are associated with the changes. The additional work will assist Tierra West Advisors in completing a Focused General Plan Update that will satisfy the requirements of the Metro TOD Grant.

CONCLUSION

Upon City Council approval, City Manager will execute First Amendment to the PSA between Tierra West Advisors and the City of Huntington Park in an amount not to exceed \$319,000 in order to prepare the Focused General Plan Update.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

- A. First Amendment to Professional Services Agreement
- B. Staff Report Dated February 17, 2015
- C. Professional Service Agreement between City and Tierra West Advisors

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THE PROFESSIONAL SERVICES AGREEMENT is made and entered into as of November 17, 2015, by and between the City of Huntington Park, a municipal corporation of the State of California ("City"), and Tierra West Advisors ("Consultant"), with reference to the following:

RECITALS

WHEREAS, City and Consultant are parties to that certain Contract Services Agreement, dated February 17, 2015 (the "Agreement"), pursuant to which City contracted with Consultant to perform services as defined in the Agreement; and

WHEREAS, the Consultant requests to amend the Agreement to increase the scope of services and contract amount by \$27,200.00, in order to provide additional services and tasks required for the project and is attached as Exhibit "A."

WHEREAS, the services under the Amendment will result in no changes to the fee schedule to the hour rates and no change to the services outlined in the agreements.

NOW THEREFORE, City and Consultant hereby agree as follows:

1. Effective Date. The effective date of this First Amendment is November 17, 2015.
2. Contract Amount. The contract amount shall increase from \$291,800 to an amount not to exceed \$319,000.
3. Scope of services. The scope of services shall increase consistent with the additional services and tasks included in Exhibit "A" attached hereto.
4. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.
5. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Contract Services Agreement as of the day and year first above written.

TIERRA WEST ADVISORS, INC.

By: _____
John Yonai, Principal-Chairperson

CITY OF HUNTINGTON PARK

By: _____
Edgar P. Cisneros, City Manager

ATTEST:

By: _____
Donna G. Schwartz, CMC, City Clerk

EXHIBIT “A”
(ADDITIONAL SCOPE OF WORK)



September 25, 2015

Mr. Carlos Luis
Senior Planner
CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255

Cluis@hpc.a.gov

Re: Huntington Park Specific General Plan Update
Request for Budget Increase & Contract Amendment

Dear Mr. Luis:

Thank you for the prompt follow-up and phone call to Tuesday's email correspondence (see attached) regarding Council's approval of the Resolution appropriating the full Grant amount of \$319,000 for additional costs associated with the Focused General Plan Update. As mentioned, Tierra West is extremely excited with the decision by Council and support from Staff.

Tierra West's Team has thoroughly reviewed the Grant Agreement in its entirety and is of the belief that all of the tasks should be considered so that the Grant can be fully satisfied (see attached). The following tasks highlight the additional areas of the Scope that would be boosted and satisfied by more funding:

- Circulation Elements – This is more intensive than we thought, as City of HP and TransTech do not have any full day counts that can be used for the General Plan Update. TWA recommending that we expand the amount of full day counts we do for the City, as this will be useful for our project and others. Complete Streets effort (Miguel/F&P) also do not have traffic counts.
 - o Tasks 5.2, 5.3, 5.4 in the METRO Grant Agreement require more budgeting as TWA was operating under believe that most of this was to be completed already from Compete Streets and other concurrent transportation/circulation work in the City of HP
 - Other tasks not considered in previous TWA scope/scheduling:
 - o Task 3.2 (Stakeholder Interviews) – Expanding planned Community Outreach to organize and report interviews with crucial City stakeholders including commissions, staff, business owners etc.
 - o Task 6 (Zoning Code Amendments)
 - o Task 7.4 (Mitigation Monitoring and Reporting Program)

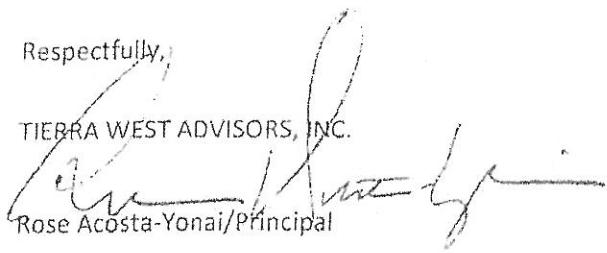
Tierra West is requesting that City Staff and Council review the additional tasks as well as associated work and move to approve the suggested budget increase of \$27,200 for a total contract budget of \$319,000. Doing so would provide the City with three (3) fully updated General Plan Elements: Land Use/Housing/ Circulation; each of which are pertinent to future Transportation Oriented Development and Planning efforts as well as newly retrieved data for smart development that reflects the Community's needs

Thank you for your consideration, should you have any questions feel free to contact Tierra West's Team Project Manager John Yonai.

Respectfully,

TIERRA WEST ADVISORS, INC.

Rose Acosta-Yonai/Principal

A handwritten signature in black ink, appearing to read "Rose Acosta-Yonai".

How will new expanded counts help the project? – These counts are needed to inform Land Use update, as the two compliment each other. Also are crucial to the Circulation Element. There are no current or complete traffic count data available for City use. Having the most complete numbers as possible will minimize the need for environmental review in the future, and help complete master environmental assessment for EIR down the road.

Tasks 5.2, 5.3, 5.4 – identify additional work required

Task 5.2 – Circulation Element Inventory and Database: The consultant shall assemble relevant transportation data from the City, LACMTA, Caltrans, and other agencies as appropriate. Data assembled will include recent average daily traffic (ADT) counts on City roadways, street lanes and rights-of-ways (arterials and collectors), current and planned transit service, existing and planned non-motorized (bicycle and pedestrian) facilities, and relevant studies and reports. With this data, the consultant shall identify existing areas of congestion and the existing conditions of alternative transportation modes.

Deliverables: Inventory report

WORK SCOPE for Task 5.2

Transpo will coordinate with Tierra West and City staff on identifying intersections and roadway segments most likely to be affected by future land use and circulation activity in the City as a result of the General Plan Update. These intersections and roadway segments will make up the study area for the General Plan Update. Based on the relative size of the City, Transpo will target a study area of approximately 25-30 intersections and 10-15 roadway segments. A list of intersections has been provided by Tierra West containing approximately 36 intersections identified by City staff and other consultants. In addition, roadway segments of all collector or higher classification streets will be considered.

Transpo will obtain and review all recent traffic data from the City (1-2 years or less), including average daily traffic (ADT) counts on City roadways, street lanes and rights-of-ways (arterials and collectors), current and planned transit service, existing and planned non-motorized (bicycle and pedestrian) facilities, and relevant studies and reports. Transpo will contract with a qualified traffic data collection firm (National Data and Surveying Services – NDS) to conduct counts at all intersections and roadway segments where recent data is not available. For purposes of this scope, we anticipate collecting data at up to 30 intersections and 15 roadway segments. The traffic count data will be catalogued using Microsoft Excel and Traffix. In addition, Transpo will prepare graphics showing the number of lanes, existing and planned transit service, existing and planned non-motorized facilities, traffic volumes and levels of service for study area roadways and intersections. Once the traffic count data is compiled and reviewed, Transpo will prepare an Inventory Report in the form of a Technical Memorandum. In addition, Transpo will confirm with Tierra West and City staff, the appropriate study area for the General Plan Update.

Task 5.3 – Future Circulation Conditions: The consultant shall work with City staff to identify the most appropriate way to develop future forecasts. The forecasts developed can be used to evaluate level of service (LOS) to determine the need for future transportation facilities. The consultant shall create GIS-based graphics summarizing the required roadway system to support the proposed land use plan. The information from Tasks 5.3 and 5.4 will be incorporated into an updated background technical report.

Deliverables: Background technical report.

WORK SCOPE for Task 5.3

Per correspondence with Tierra West, Transpo is recommending use of the SCAG Travel Demand Model to develop future forecast traffic volumes. Use of the SCAG model would provide a transferable platform (between other models and similar tools) to update the City's proposed future land uses and circulation changes; provide for an analysis of Vehicle Miles Traveled (VMT) to satisfy the requirements of Senate Bill 743 (SB743); and, provide for the analysis of non-vehicular travel modes (future Eco Rapid Transit and Metro bus transit). Based on discussions with Tierra West, the City is primarily built-out and there would not be a significant amount of changes to the current General Plan land use designations. Therefore, it is anticipated that there would not be a significant amount of work needed to update the SCAG model's Transportation Analysis Zones (TAZs) within the City. Transpo will modify the SCAG model to accommodate the proposed changes of the General Plan Update; run the SCAG model with those changes; post-process the daily and peak hour traffic volumes; and, incorporate the model run results in a Technical Model report which will provide graphics showing future daily and peak hour traffic volumes, and street network changes. Transpo will calculate future levels of service for study area roadways and intersections and identify needed improvement to achieve City level of service goals.

In addition, Transpo created a connectivity application called ViaCity that can be used to identify gaps in connectivity for pedestrians, bicyclists and transit riders within the City. Transpo will use ViaCity to analyze and provide a map of potential connectivity improvements to facilitate active transportation within the City. Active transportation improvements would identify projects that could improve connectivity for pedestrians, bicyclists and Eco Rapid Transit riders. These improvements may be eligible for funding through the Caltrans Active Transportation Program (ATP). All proposed roadway, intersection or non-motorized improvement projects will be documents in the City's GIS database and will be presented graphically.

Task 5.4 – Circulation Element: The consultant shall update the Circulation Element's goals, issues, policies, and implementation actions to reflect current conditions and any improvements deemed necessary through analysis conducted in earlier tasks. The Element shall also incorporate the latest legal requirements of the Complete Streets Act, improve utilization of public transit, and further the reduction of greenhouse gases through encouraging urban in-fill development along transit corridors and station stops. Deliverables: Draft circulation element.

WORK SCOPE for Task 5.4

Based on the data provided from the completion of Tasks 5.2 and 5.3 discussed above, Transpo will update the City's Circulation and Mobility Element's goals, issues, policies, and implementation actions to reflect current conditions and with any improvements deemed necessary through the intersection, roadway segment, and active transportation analyses conducted in Tasks 5.2 and 5.3 above. The updated Circulation Element will also incorporate the latest legal requirements of SB743, the Complete Streets Act, improve utilization of public transit through Eco Rapid Transit and Metro bus transit, and further the reduction of greenhouse gases and VMT through encouraging urban in-fill development along transit corridors and station stops. A draft update of the Circulation and Mobility Element will be provided to Tierra West and City staff for their review and comment.

Elaborate on specifics TWA will provide for Task 6 (Zoning Code Amendments) and Task 7.4 (Mitigation Monitoring and Reporting Program) – As noted in METRO's comments, Task 6 was not covered in our original Scope that we approved with Manny; was only brought to our attention when the Grant Agreement was shared by Carlos and added in new Scope. For Zoning Code Amendments,

TWA will identify the specific revisions needed for consistency with the 3 updated draft elements (Housing, Land Use, Circulation). TWA will identifying the revisions and provide staff with a summary report with proposed zoning recommendations.

For Task 7.4, our team will prepare a Mitigation and Monitoring Report Program for review by City Staff. It will be prepared at the same time as Response to Comments document. We will coordinate with City Staff and City Council to refine the format and content. The MMRP will be designed to ensure compliance with adopted mitigation requirements during implementation of the updates.

Address Conflict Points between Metro's Approved Scope of Work and the City's Consultant Contract/Scope of Work- In reviewing the City's consultant contract/SOW we identified the following points of conflict:

- a. Page 2, section 1.2 of the City's consultant contract states that the project shall be completed within 24 months of the City's issuance of the NOP. It seems as if the NOP was issued in February/March 2015. Therefore, the project is set to end in February/March 2017. The City's Agreement with Metro though was executed on August 6, 2013. Therefore, the project should end by August 6, 2016. Will the City be needing to extend its agreement with Metro? If so, please email Elizabeth requesting the extension including the number of additional months needed and the reason for the extension. This is an administrative matter for Carlos and the City.
- b. The consultant SOW is missing two tasks, tasks 4.2 (technical reports) and 6.1 (zoning code amendment), which are identified in Metro's SOW. 4.2 is the existing conditions report and 6.1 is mentioned in our latest scope. I'm thinking that Metro is referring to the WRONG SCOPE – not the one we re-did when Carlos was hired and shared the Grant Agreement with us. The correct scope is attached.
- c. The last bullet under Task B of the consultant SOW states "Development of flexible analysis to take into account different future scenarios and assessment of how these project may or may not affect mobility". What projects is the city referring too? The proposed WSAB stations in Huntington Park.
- d. Task C (City of Huntington Park + eco- rapid transit group facilitation), task D1 (outreach strategy session), and task D4 (focus group sessions) within the consultant SOW are not tasks identified within Metro's SOW. Again, this is just an issue of referencing the wrong scope of work.
- e. Within the consultant SOW it is unclear where tasks 1.3 (ongoing coordination), 3.1 (issues/ideas community workshop), 4.1 (land use inventory database/base map), 5.3 (future circulation conditions) of Metro's SOW fall. Same here – wrong scope.



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 17, 2015

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:

AWARD OF PROFESSIONAL SERVICES AGREEMENT (PSA) TO TIERRA WEST ADVISORS TO PREPARE A FOCUSED GENERAL PLAN UPDATE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award a professional services agreement (PSA) to Tierra West Advisors for an amount not to exceed \$291,800 to prepare a Focused General Plan Update for the City.
2. Authorize the Interim City Manager to execute the contract and all related documents.

BACKGROUND

On February 20, 2013, the Los Angeles County Metropolitan Transportation Authority ("Metro") awarded the City a Transit Oriented Development ("TOD") Grant in the amount of \$319,000, for the preparation of the Focused General Plan Update. The grant allows the City to update specific elements of the General Plan to encourage the use of non-automotive related travel.

On December 4, 2015, the City released a Request For Proposal to qualified firms to assist the City in preparing the General Plan Update. After careful review of the proposals Tierra West Advisors was selected. Tierra West Advisors proposed fee is \$291,800 for updating the General Plan. Tierra West is committed to completing the update within Metro Grant deadline of August 2016.

FISCAL IMPACT/FINANCING

The consultant will be paid 100% from the METRO TOD Grant. The grant guidelines did not require a local match; however the City proposed to contribute a \$50,000 local

AWARD PROFESSIONAL SERVICES AGREEMENT (PSA) TO TIERRA WEST
ADVISORS TO PREPARE A FOCUSED GENERAL PLAN UPDATE

February 17, 2015

Page 2 of 3

match in the form of in-kind services. City staff time will be used as in-kind services to complete the grant-funded activities.

LEGAL AND PROGRAM REQUIREMENTS

On December 4, 2014 the City issued a Request for Proposals (RFP) to qualified professional firms specializing in the development of general plans and housing elements. The RFP was advertised on the City website and notices were sent to a City consultant list.

The General Plan update will focus on the following three specific elements:

1. Housing Element
2. Land Use Element
3. Circulation Element

The General Plan update will assist in the adoption of regulatory changes that support transit oriented development by amending the City's General Plan (Land Use Element, Circulation Element and Housing Element and Urban Design) identifying associated Zoning Code sections and related environmental clearance, create an Active Transportation network, Transit Station TODs linked to economic development, sustainability and linkages to the surrounding residential neighborhoods.

The consultant team will work with the City and project team to develop and implement an outreach plan, draft General Plan and any necessary environmental documents to complete adoption of changes to the General Plan. The consultant will be expected to work with the project team to involve the community throughout the process.

On January 15, 2015, two proposals were received from:

1. Tierra West Advisors
2. PMC

Staff evaluated the proposals of the consultant firms' background and experience, scope of work, project fee, and related projects within comparable communities to Huntington Park. In addition, staff conducted interviews. The interviews were based upon a set of questions that focused on the consultant's understanding of the project, experience and qualifications and methodology. Upon the completion of the interviews staff felt that Tierra West Advisors distinguished themselves from the other firm. The firm's distinguishing factor was that the principals will be personally engaged in this project and have completed several general plans in the South East area, bringing with them a team with depth of knowledge in housing, land use and transportation related to the General Plan process. In addition, Tierra West Advisors and their team are all local to the Los Angeles area.

AWARD PROFESSIONAL SERVICES AGREEMENT (PSA) TO TIERRA WEST
ADVISORS TO PREPARE A FOCUSED GENERAL PLAN UPDATE
February 17, 2015
Page 3 of 3

CONCLUSION

That the City Council approve the professional service agreement with Tierra West Advisors for an amount not to exceed \$291,800 to prepare the General Plan Update and authorization for the City Manager's signature.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager

MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

A. Professional Service Agreement



2015

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Focused General Plan Update Services)

(Parties: The City of Huntington Park – Tierra West Advisors)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this **17th day of February, 2015** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and TIERRA WEST ADVISORS (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, CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code; and

WHEREAS, CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060; and

WHEREAS, CITY is desirous of securing professional services for a Focused General Plan Update; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY 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 under that certain proposal of CONSULTANT entitled “Huntington Park Focused General Plan Update” and dated as of January 14, 2015, which

is attached hereto as Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 **PROSECUTION OF WORK:** The Parties agrees as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written Notice to Proceed and shall be completed at the earliest feasible time practicable, but in no event by a date later than twenty-four (24) months from CITY's issuance of a Notice to Proceed (hereinafter, the "Completion Date"). CITY, in its reasonable discretion, may grant CONSULTANT additional time to complete the Work, provided (i) no grant of additional time shall exceed a period of thirty (30) calendar days from the original Completion Date; and (ii) CONSULTANT shall have provided CITY with a written request for additional time no less than thirty (30) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is needed, how much additional time is needed and what measures CONSULTANT has taken to mitigate the need for additional time. The granting of such additional time by the CITY shall in no way entitle CONSULTANT to compensation in excess of the Contract Price, defined below, in so far as the need of additional time is not reasonably attributable to CITY;
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT or its subcontractors or subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 **EXTRA WORK; COMPENSATION FOR EXTRA WORK:**

- A. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by City to be necessary. Consultant shall not undertake nor shall Consultant be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools,

supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

B. Payments for any Extra Work shall be made to Consultant on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally.

1.4 **COMPENSATION:** Consultant's total compensation for performing the Work shall not exceed the aggregate sum of TWO HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED DOLLARS (\$291,800.00) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. All related costs, travel expenses and fees in the development of the Work shall be burdened by the Consultant and not be reimbursable to the City. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Department of the City and unless such added expenditure is specifically approved in advance and in writing by the City.

1.5 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly 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 notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.6 **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 right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 **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 materials, 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 John A. Ornelas, the Interim City Manager and Manual Acosta, the Economic Development Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates John Yonai 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.
- 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 to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - 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. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that 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 the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by 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 to the highest 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. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by 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 contractor 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, contractors, subcontractors 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, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned 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.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors 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, contractors, subcontractors 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.

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. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

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

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

3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers 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, subcontractors 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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to 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, the CITY's elected and appointed officials, officers, employees, agents and authorized volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. 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 CONTRACTOR'S DESIGN PROFESSIONALS:** 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 of 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 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, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, 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 unless it is finally adjudicated that the liability was caused by the sole 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 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 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, contractors, subcontractors 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 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 4.1, above.

4.4 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers.
- 4.6 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor 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 authorized 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 subcontractors 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 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. 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. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require 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 fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, 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 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation

to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of 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 violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any 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. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately 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.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, 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 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 subcontractors and subconsultants 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 subcontractor 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:

Tierra West Advisors
Attn: John Yonai
2616 East 3rd Street,
Los Angeles, California 90033
Phone: (323) 265-4400
Fax: (323) 261-8676
Email: jonai@tierrawestadvisors.com

CITY:

City of Huntington Park
City Manager's Office
6550 Miles Avenue
Huntington Park, CA 90255
Attn: John A. Ornelas, Interim 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 **COMPLIANCE WITH APPLICABLE LAWS:** CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

6.6 **NONDISCRIMINATION IN EMPLOYMENT:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates subsidiaries and related entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

6.7 **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.

6.8 **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, including provisions relating to insurance requirements and indemnification.

6.9 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.10 **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.

- 6.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.13 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, whether 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.
- 6.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 **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.
- 6.16 **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.
- 6.17 **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.
- 6.18 **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.
- 6.19 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 **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.
- 6.21 **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 6.18, above.

6.22 **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 6.18, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

[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.

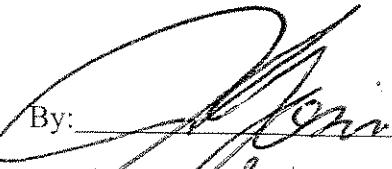
CITY OF HUNTINGTON PARK:

By: 

John A. Ornelas
Interim City Manager

Date: 2-18-2015

TIERRA WEST ADVISORS

By: 

Name: John D. Yarris

Title: President-Chairperson

Date: 2-27-15

APPROVED AS TO FORM:

By: 

Donna G. Schwartz, CMC
City Clerk

Date: 2-25-15

EXHIBIT "A"
(SCOPE OF WORK)



HUNTINGTON PARK
FOCUSED GENERAL PLAN UPDATE

CITY OF HUNTINGTON PARK

2616 East 3rd Street, Los Angeles, California 90033
626/265-4400 • 623/164-6676
tierrawestadvisors.com

REAL ESTATE & DEVELOPMENT CONSULTING



January 14th, 2015

Mr. Albert G. Fontanez
Planning Manager
CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mr. Fontanez:

Tierra West Advisors, Inc. ("Tierra West") is pleased to provide the following Proposal pursuant to the Request for Proposals ("RFP") to provide a Focused General Plan Update for the City of Huntington Park ("City"). The attached information principally describes our team's personnel and capabilities to achieve a collective vision and successful collaboration for the community's continuing General Plan goals.

The City of Huntington Park is already on a path of exciting transformation. We at Tierra West understand the simultaneous goals of preserving what makes this area unique while allowing for a proactive rethinking of urban resources such as land, infrastructure, open space, retail corridors and modes of transportation.

Tierra West will work with the enthusiasm and diligence that we bring to all of our projects, including our successful collaborations with regional clients such as the City of Los Angeles and the former Community Redevelopment Agency (CRA). Our entire team – including Mas LA, www.mas.la, (layout, land planning, schematics, graphics), Blodgett Baylosis Environmental Planning (EIR-related work), Crown City Engineering (traffic engineer), Heave Design, www.heavedesign.com, (website design) – brings extensive experience and research of the Southern California area, providing an unbiased, fresh perspective along with the local familiarity required to enhance the region that we also call home. We greatly look forward to partnering with the City of Huntington Park and its community to create a Vision Report that garners grassroots support as it develops. As we have with other public agency clients, our Team will work with you to coordinate and deliver this project in an effective, strategic and timely manner.

Among the various multidisciplinary services Tierra West offers, we pride ourselves in creating actionable plans tailored specifically to meet our clients' needs, assessing the unique strengths and opportunities of each distinct community. Tierra West differentiates itself from other consultancies by focusing on providing implementation services that extend through the complete project cycle; we do not only assemble a collective community vision, but are committed to seeing that vision fully realized through implementation.

2616 East 3rd Street
Los Angeles, California 90033
T 323/265-4400
F 323/261-8676
W tierrawestadv.com

REAL ESTATE & REDEVELOPMENT
CONSULTANTS

The team we have assembled specializes in creating public-private partnerships centered in fostering stronger communities and proactive stakeholder engagement. Our ability to moderate and create consensus among public entities and stakeholders is enhanced by our ability to design sensible policies that best meet the community's needs. We thrive on such challenging contexts and take them on as opportunities to innovate and think creatively about newly emerging places.

Recently completed projects have included the Beach & Edinger Corridor Analysis for Huntington Beach, a Vision Plan and Sustainable Economic Development Implementation Strategy for Northeast Los Angeles Riverfront in the City of Los Angeles, as well as Telegraph Road Corridor in the City of Commerce. These past projects have refined our firm's proven methodology for executing successful economic revitalization efforts in passionate and diverse communities.

The Tierra West team, as planners, urban designers, and economists, will lead and guide a rich resource of capabilities and individuals to share information, trigger cross-discipline thinking, inspire innovation, and deliver a product of enduring use to the City, the community and its prosperous future. Our office is fully bilingual and has had recent experience conducting outreach activities to Latino communities on weekends. We have also utilized USC Metamorphosis, a graduate student supported research organization to assist us with outreach.

Principal John Yonai will act as the primary contact for this assignment; both Mr. Yonai and Principal Rose Acosta Yonai are authorized to sign all Company correspondence and contracts. Mr. Yonai may be reached at: Tierra West Advisors, Inc., 2616 East 3rd Street, Los Angeles, CA 90033 P: 323.265.4400 F: 323.261.8676 E: jyonai@tierrawestadvisors.com W: www.tierrawestadvisors.com

Tierra West is a full-service real estate and development advisory firm and meets all the insurance requirements of public agencies. Tierra West is a certified WMBE under the California Public Utilities Commission (CPUC) von#12060021, SBE/DBE/MBE firm under the California United Certification Program (CUCP) #39013, Los Angeles County Metro file #5416 and #5417, and certified SLB under the City of Los Angeles #2829.

Thank you for your consideration of Tierra West for providing a Focused General Plan Update for the City of Huntington Park.

Should you have any questions or comments regarding this Proposal, please feel free to contact me at (323) 265-4400 ex. 225, or by email at jyonai@tierrawestadvisors.com.
Best regards,



John Yonai, Principal
TIERRA WEST ADVISORS, INC



Rose Acosta Yonai, Principal
TIERRA WEST ADVISORS, INC

2. SUMMARY OF FIRM'S QUALIFICATIONS & EXPERIENCE

Tierra West's 35+ years of experience assisting California public agencies is deeply rooted in an interactive, participatory, and collaborative community process amongst the project team (consultants and clients) and within the larger stakeholder community. Our diligent engagement process lays the groundwork for developing sensible and implementable solutions for the community's needs; producing an action plan that promotes both resident's objectives and the City's own goals and ideals.

We explore new zoning and land use approaches; steward beloved community spaces amidst districts of change; foster design excellence in all aspects of city-building and placemaking; advocate for sustainability; and strongly promote an environment of active transportation and low carbon footprint livable communities. We pride ourselves in creating truly actionable plans tailored specifically to meet our clients' needs, assessing the unique strengths and opportunities of each distinct community. Tierra West differentiates itself from other consultancies by focusing on providing implementation services that extend through the complete project cycle; we do not only assemble a collective vision, but are committed to seeing that vision fully realized through implementation.

In tackling challenges of communal growth and appropriate transformation, we have successfully helped with consensus building in environments of challenging leadership and intense community passions. We thrive on such challenging contexts and take them on as opportunities to innovate and thinking creatively about new emerging urban possibilities. Most of our projects involve working with multi-departmental client groups and leading extensive stakeholder group/community workshop sessions as well as numerous Planning Commission/City Council meetings to frame and propel visionary ideas into approved plans.

A visionary idea must be articulated clearly to gain traction among communities and leadership circles, and realistic enough to achieve implementation. Our public sector work gives us an understanding of the imperatives and challenges civic institutions must address in order to create a framework for development, while our private sector experience gives us a keen understanding of markets and the challenges of economic viability. Tierra West's standards of product quality, outreach creativity, and engagement substance carry forward those values.

We have assembled a team of bright minds to help collaborate on this effort. Each of our sub-consultant team members further bolster our knowledge, experience and passion working on complex and engaging multi-disciplinary projects similar to the Focused General Plan Update.

Our Team

LA Más is an organization committed to offering architecture, landscape architecture, and urban design services to support and strengthen communities.

Addressing the health and wellbeing of a community is often a dynamic exercise requiring the coordination of a diverse range of expertise under one umbrella. Más believes that this interplay of planning, research, and design is itself a community endeavor. To that end, they foster social connections among diverse stakeholders to aid in sustainable place making and to provide multiple paths to community growth.

Más offers a bottom-up approach to challenge and re-define the traditional expectations of civic engagement in the built environment. Their team uncovers new questions that lead to innovative solutions and designs in the areas of public health and community space.

Blodgett Baylosis Environmental Planning (B/BEP) is a Southern California-based consulting firm with its office located in the Western San Gabriel Valley (Hacienda Heights). B/BEP offers a broad range of professional planning and environmental consulting services to meet the needs of its clients, including General Plan and Housing Element Preparation, Economic and Demographic Studies, Environmental Impact Analysis, Air Quality and Noise Analysis, and Remote Sensing/Mapping services.

Crown City Engineering (CCE) was established in 2002 and incorporated in 2005 as a California Corporation, with a team of engineers who have all worked in Southern California for more than twenty years. CCE specializes in providing traffic engineering and related services to municipalities throughout Southern California.

WORKING WITH THE COMMUNITY

Tierra West's project team has extensive experience in leading successful community outreach programs, holding "town meetings," and keeping communities engaged and informed. Working with a broad range of town officials, active citizens, and special interest groups, we can generate new forms of community participation and consensus. The "Plan-opoly" group game is a stakeholder-focused conceptual design technique utilized by Tierra West during the Northeast Los Angeles Riverfront Collaborative. Unlike a typical discussion meeting, it introduces the participants to real project data and then equips them to be effective members of the planning team. Translating the complex into the consumable, we help communities understand and support public sector efforts. For the City of Huntington Park, this means creating partners and grassroots champions for the City's Focused General Plan Update.

PROJECT MANAGEMENT

Tierra West draws upon its extensive experience as the Prime Consultant on large multi-disciplinary project teams, most recently the Northeast Los Angeles Riverfront Collaborative. The Tierra West project management approach is based on three broad strategies:

Clear Roles & Responsibilities

It is important that all members of a large project team have a clear understanding of their respective roles and responsibilities on the project. We understand the best and most effective ways to collaborate with another, to bring out each other's best talents in solving complex design challenges and creating a compelling vision in concert with our Client and community stakeholders.

Effective Communication

Effective and respectful communication is a key aspect of our project management process. Tierra West has developed various methods for working with groups in an interactive, participatory, and productive manner which enhances the planning and visioning process.

Quality Control and Exchange of Information

Producing clearly presented materials and final products is essential to the success of the project. The Project Principal will conduct quality control reviews in each phase of the project. Tierra West's use of sophisticated project management tools for seamless sharing, coordinating and tracking like Trello and Dropbox, Microsoft Projects for detailed scheduling, effective and clear templates for meeting agendas and notes, and internal design/quality check meetings, all assure a highly-efficient, successful project that the City of Huntington Park will be proud of.

3. ELABORATION ON SCOPE OF SERVICES

PROJECT APPROACH

Huntington Park, founded by Henry E. Huntington in 1906 as a Southeast Los Angeles suburb supporting the Second Industrial Revolution, was once serviced by the 1,300 mile regional Pacific Electric Railway or Red Car System. Today, however, the loss of industry, lack of access to efficient mass transportation, new suburban developments and other environmental and sociological impacts have caused the face of Huntington Park to change drastically. The City is a working class community that is estimated to be 97% Latino and home to over 80,000 residents. Residents are facing overcrowded housing conditions, Public Health Advocates address concerns over children and obesity, punctuated by economic challenges such as over 60% of its residents earning either low or extremely low incomes and 25% of all families living in poverty.

Efficient and affordable public transportation is required for Huntington Park's long term sustainability plan. As a City that is just three square miles, there is a great opportunity through the massive redevelopment of the regional public transportation system to create an environment that is conducive to public transit, pedestrian travel and bikeability.

Making a Focused General Plan Update is an exciting challenge the Tierra West team is fully equipped to undertake. We see genuine potential in the project area and opportunities for further enhancement of the public realm.

Tierra West will be especially mindful of the TOD Planning Grant Program goals as it assists Huntington Park with increasing access to transit by accelerating the adoption of TOD regulatory frameworks. A secondary goal is to improve the utilization of public transit by reducing the number of modes necessary to access the stations. Reducing the modes to access the potential West Santa Ana Corridor Transit stations may make public transit a more efficient and affordable option for the 19% of Huntington Park households that do not have a car, as well as the 21% of local workers that use 'alternative' transportation modes to commute to work. Additional TOD planning goals that will serve the community are the "greener" options to reduce the carbon footprint by encouraging in-fill development along transit corridors and transit use as well as supporting and implementing sustainable development principles.

The establishment and confirmation of these key topic areas will bring focus to our group effort. Tierra West's team will be the unbiased, fresh pair of eyes that will bring an added resource of global experiences working on similar efforts to review, summarize and inform the next moves and together - with the community - create the desired Focused General Plan Update.

The City of Huntington Park seeks to implement the vision of the Transit Oriented Development (TOD) Planning Grant, encouraging non-automobile related travel by revising specific elements of the General Plan in a focused update. While the Project Area encompasses the entire City of Huntington Park, the Tierra West team will focus on the .5 mile to 1 mile radius of two potential West Santa Ana Corridor Transit stations at Pacific Blvd/Randolph and Florence Avenue/Salt Lake.

Tierra West has distilled the project objectives into the following six (6) tasks, identified below in Tasks A-F. We highly recommend that the City identify a core team of decision-makers who will be in attendance at all Project Team (City + consultant team) meetings. The City Manager, Directors of Community Development and Public Works, and planners of the Long Range &

Mobility Planning Division are recommended as the core team, besides others that the City deems necessary, will be critical for an effective and efficient progress of the project.

TASK A – REVIEW EXISTING BACKGROUND MATERIALS Tierra West will kick-off the project with a workshop with City Staff that will serve to reaffirm the goals, objectives, scope, schedule and desired outcome of this project. The City team will share its perspective on the success and challenges of the project in a proposed team walk of the project area. A preliminary brainstorming session on the transportation, economic, and urban design approach will be highly beneficial at this early meeting to discuss aspirations, the transformation possibilities and the appropriate mechanism to realize these.

Prior to the kick-off meeting the Tierra West team will have reviewed relevant reports, documents, presentations, base material, GIS/CAD files and other background material shared by the City, for a complete immersion in the project. Other efforts in this task will be –

- Comprehensive review of the planning and policy documents identified;
- Creating a base map for the project that will be the basis for future analysis graphics;
- Assimilation of a database for the various engagement platforms to be employed in this project and determination of meeting dates;
- Summary of existing urban design/planning, community character, public spaces, housing and economic policies and programs.

TASK B – MOBILITY ANALYSIS The Tierra West team will conduct transportation analysis to understand how people currently move into, through and around Huntington Park and how easily, conveniently and safely they are able to use different modes to make those movements. This task will specifically include –

- Comprehensive review of the transportation and parking planning and policy documents identified
- Incorporation and contextualizing available safety data. Traffic analysis will be conducted based on the vehicular volume and speed data.
- Assessment, description and illustration of the spatial relationships between transportation infrastructure, including vehicular, transit, bicycle and pedestrian facilities, and the places where people want to go, including local community destinations as well as surrounding destinations.
- Development of a flexible analysis to take into account different future scenarios and assessment of how these projects may or may not affect mobility.

TASK C – CITY OF HUNTINGTON PARK + ECO-RAPID TRANSIT GROUP FACILITATION In collaboration with the City, Tierra West team will develop and prepare meeting agendas and discussion content to work alongside Eco-Rapid Transit. We propose a meeting every 3 weeks for the first 6 months. Feedback and discussion in these initial months while the draft General Plan Update is being formulated will be critical. Tierra West will develop the content and strategize these meetings alongside the City through development of the vision, recommendations, and implementation priorities for the General Plan Update. These meetings will range from walking/study tours, study sessions, interactive planning exercise, and presentations as will be appropriate to solicit input at a particular stage of the project. After the first 6 months the Tierra West team will revert back to monthly meetings with the City and Eco-

Rapid Transit team for updates and input on the updated plan. It is assumed that the City staff will handle all meeting logistics.

TASK D - COMMUNITY ENGAGEMENT

Task D1. Outreach Strategy Session

As part of this task, the Tierra West team will organize and facilitate a 2-hour Outreach Strategy Session with City staff soon after the project kick-off meeting. A dynamic exchange of views, beliefs, approaches, and experiences, this session will help strategically align objectives, as well as convey critical knowledge, both obvious and subtle. Topics will include:

- Outreach Mission Confirmation
- Stakeholder Analysis—Individuals and Organizations. We will provide an initial draft list of elected and appointed officials, opinion leaders, and organizations that should be involved, such as neighborhood/homeowners associations, community centers, schools, churches, recreational sports groups, bicyclists, environmental groups, employment centers/large employers, businesses, and business groups.
- Potential Participation Barriers
- Appropriate Engagement Levels/Strategies, Roles, and Responsibilities
- Priority-Based Review of Outreach Strategies and Tasks
- Stakeholder Engagement Timing — Congruent with Technical (Project) Tasks
- Key Messages Definition / Compelling Images to Majority of Stakeholders.

Task D2. Stakeholder Consultation

- Back-to-back stakeholder consultation will be set up with key organizations in eight 1-hour long sessions over a day. The City is assumed to reach out and help schedule these one-time important listening sessions.
- In addition, we will help identify opportunities to develop community partners that can help establish credibility for the project and strengthen buy-in.

Task D3. Open Houses/Special Events and/or Pop-Ups

In close coordination with staff, the Tierra West team shall coordinate and staff Special Events/Community Pop-Ups.

- We suggest coordinating with local community groups to “piggy-back” on already established community festivals to gain the widest participation possible in a fun and cost-effective way and garner a wide-range of public opinions.
- Opportunities to distribute flyers electronically in order to reduce costs and waste will be sought. Both the text and the graphic design of the flyers shall be submitted to staff for review, input, and final approval, prior to printing and distribution.
- Spanish translation of meeting displays and the PowerPoint translation will be provided.

Task D4. Focus Group Sessions

- Tierra West will plan, organize and facilitate five focus groups comprised of community leaders and key stakeholders. An underlying objective is to cultivate consensus and develop credible and informed “Project Champions”. We will work with staff to ensure that the focus group participants are representatives of stakeholders. Tierra West will develop a

moderator/interview guide. Tierra West will write a memo including the focus group descriptions and participants, findings in terms of concerns, issues and opportunities.

Deliverables:

- Artwork for meeting notices HTML version
- Meeting Logistics, Meeting Planning, and Meeting Staffing (i.e. Set-up, breakdown, sign-in staffing, facilitation)
- Meeting Materials, including agenda, sign-in sheets, and comment cards
- Draft and Final Focus Group Moderator/Interview Guide
- Discussion summary of Focus Groups, Stakeholders & Community Meetings for Commission/Council Meetings.

Task D5. Creation of an Interactive Website for Project Updates for the Public

- Tierra West will create an interactive website (to be housed in the City of Huntington Park site), that will serve as a public forum to post project updates, share photographs of the exhibits and workshop activities, and solicit feedback from stakeholders.

Deliverables:

- WordPress platform interactive website to post critical project updates and benchmarks with the public.

TASK E – ENVIRONMENTAL STUDIES The Tierra West Team will study the impact of any proposed changes to the Community Plan and with the City of Huntington Park, meeting the requirements of the California Environmental Quality Act (CEQA) process.

Deliverables:

- Notice of Preparation
- Prepare Initial Study (IS)
- Draft EIR
- Mitigation Monitoring Report
- Final EIR
- Recommend legislative body proposed actions for City to adopt in regards to environmental factors

TASK F - GENERAL PLAN UPDATE The Tierra West team will write the proposed General Plan Update language, including the specific General Plan Elements including Land Use, Circulation and Housing that address among other requirements Parking, Mobility, Housing policies, and Plan adoption ordinance. Presentations will be made at formal hearings with the Planning Commission and City Council to ensure adequate public review of the draft elements and to approve the General Plan Amendment.

Deliverables:

- Highly graphic, succinct, implementation focused Draft General Plan Update.
- Presentations at two (2) formal hearings – Planning Commission and City Council.
- One round of staff review and edits provided at public hearings.
- Delivery of Final General Plan Update document, which includes final Land Use Zoning Map and all GIS files.

Cost Estimate

Tasks	Hours	Fee
Task A - Reviewing Existing Plans & Background Materials	180	\$23,800.00
Task B - Mobility Analysis	328	\$42,600.00
Task C - City + EcoRapid Transit Working Group Facilitation	228	\$30,600.00
Task D - Community Engagement	250	\$34,250.00
Task E - Environmental Studies	290	\$35,100.00
Task F - Produce Draft and Final General Plan Update	486	\$61,450.00
Task G - Commission/Council Presentations	108	\$14,500.00
Task H - Project Management	330	\$49,500.00
TOTAL	2200	\$291,800.00

Tierra West Hourly Billing Rates

Principal	\$175
Director	\$160
Senior Associate	\$155
Associate	\$135
Senior Analyst	\$115
Analyst	\$105
Research Assistant	\$95
Word Processor	\$65
Clerical	\$50

Blodgett Baylosis Hourly Rates

Project Manager	\$98
Project Planner	\$55
Technical Support	\$45

LA Mas Rates	Hourly	Day Rate
Principal	\$175	\$1,400
Project Manager	\$115	\$920
Junior Designer	\$75	\$600
Intern Designer	\$25	
Researcher	\$45	\$360
Admin	\$30	

Tierra West Web Hourly Rates

Flat Fee	\$5,500
Strategic Planning	\$100
Creative Team	\$145
Development Team	\$155

Crown City Engineers Hourly Rate

Principal Engineer	\$150
Project Manager	\$150
Sr Transportation Engineer	\$140
Project Engineer	\$140
Civil Engineer	\$125
Traffic/Trans. Engineer	\$125
Associate Engineer	\$95
Engineering Draftsperson	\$90
Clerical	\$60
Word Processor	\$60
Surveyor	\$60

Traffic Counts

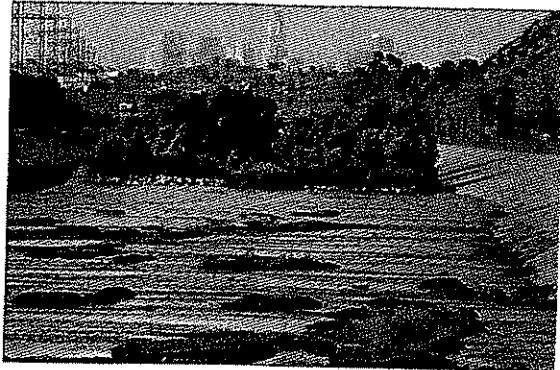
24 hr ADT count per direction per day	\$125
Turning Movement Count per 2 hr period	\$200
Parking Occup. Count per person / hour	\$70
Speed Surveys per location per direction	\$70

REFERENCE PROJECTS

The following is a partial list of relevant reference projects from cities and redevelopment agencies that have commissioned the principals of Tierra West for assistance with economic development projects and programs within the last five years.

HUD and the City of Los Angeles

120 W. 7th St., 6th Flr.,
Los Angeles, CA 90017
Mr. Gerardo Ruvalcaba
Strategic Planning and Research
(213) 744-7233



Northeast Los Angeles Riverfront Collaborative (NELA RC)

Ongoing work as project manager and economic development advisors of the Northeast Los Angeles Riverfront Collaborative, working with the Department of Housing and Urban Development (HUD) and the City of Los Angeles Economic and Workforce Development Department (EWDD) on a \$2.25 Million dollar Community Planning Challenge grant. The Northeast Los Angeles Riverfront Collaborative as part of the HUD grant is implementing the next step to further developing the 2007 Los Angeles River Master Plan. Develop and cultivate a comprehensive approach that links land use plans and economic development strategies to support the revitalization of the NELA Study area, which includes the communities of Atwater Village, Cypress Park, Elysian Valley, Glassell Park, and Lincoln Heights. Services have included parcel analysis, development potential, value estimation, and planning recommendations.

Key Personnel –Tierra West: John Yonai, Walt Lauderdale, Jason Chiang; LA Más: Elizabeth Timme, Helen Leung, Stacey Rigley

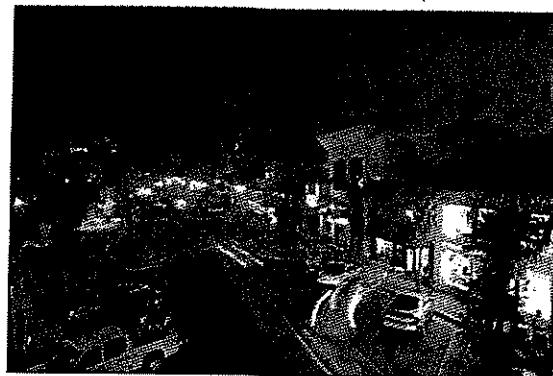
Core Project Outcomes

The community outreach workshops we held brought to surface what the five communities lacked, such as public transportation, bike lanes, grocery stores, open spaces, and residents were able to voice their concerns as well.

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Ms. Kellee Fritzal
Deputy Director Business Development
(714) 536-5909

Edinger & Beach Corridor Revitalization Strategy and Specific Plan

Tierra West was commissioned by the City of Huntington Beach to complete the Beach Boulevard and Edinger Avenue Corridor Revitalization Study in conjunction with the Specific Plan and General Plan amendment for the Corridor. This study included the analysis of the current uses and economic climate within the city's main commercial corridor and recommended actions to be taken by the city to ensure the highest and best use of the properties in question. City and former redevelopment commission staff worked alongside Tierra West team members to implement a variety of planning and economic development programs. Primary Tierra West responsibilities included interacting with public stakeholders, drafting plans, ordinances, resolutions, staff reports, creating and implementing housing programs, market feasibility studies, and economic and fiscal analysis.



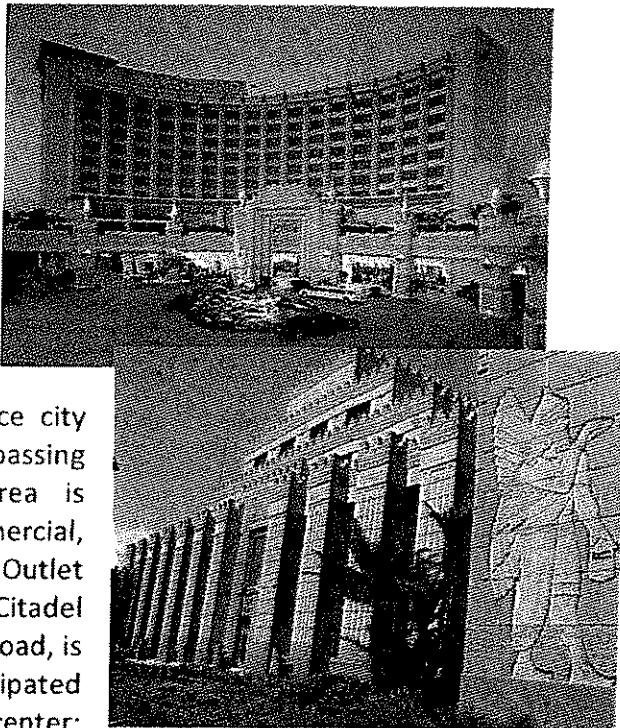
Key Personnel—Tierra West: John Yonai, Tim Mulrenan

Core Project Outcomes

Revitalization of Beach Boulevard and Edinger Avenue, in accordance with the Specific Plan and General Plan amendment for the Corridor; in conjunction with input from community and public stakeholders as a result of outreach efforts.

City of Commerce

2535 Commerce Way, Commerce, CA 9004
Mr. Eduardo Olivo
City Attorney
(323) 722-4805



Telegraph Road Corridor (Corridor)

The 4-mile corridor area stretches along Telegraph Road, from Atlantic Boulevard on the west boundary to the City of Commerce city limits on the east boundary, encompassing approximately 350 acres. The project area is developed with a variety of industrial, commercial, and other uses including the iconic Citadel Outlet Center, Commerce Casino, and hotels. The Citadel Outlet center, while located along Telegraph Road, is not a part of the project. The anticipated development could include: 1) retail center; pedestrian-oriented mixed use development including a movie theater, restaurants, and other theater-oriented uses in western portion of Corridor; 2) sports and events arena in central portion of Corridor; 3) a variety of retail and other commercial uses in the eastern portion of Corridor. The project also includes improvements within Corridor, including drainage and sewer improvements.

Key Personnel—Tierra West: John Yonai, Rose Acosta Yonai

Core Project Outcomes

- Revitalization of Corridor with mixed land-uses, serving both local and regional needs
- Transforming Corridor into a vibrant urban area for residents and visitors with high density commercial uses; promoting efficient use of land in accordance with General Plan/land-use policy.
- Corridor indemnity strengthened by creating a new image that expresses an attractive, inviting, high quality character and commercial vitality.
- Effective reuse of under-utilized properties along Corridor.
- Provide employment opportunities for residents and surrounding communities.
- Revenues along Corridor maximized to offset City costs incurred by providing municipal services and needed infrastructure improvements along Corridor area to ensure new development is sustainable and provides long-term benefit to City.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 17, 2015

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

Dear Mayor and Members of the City Council:

APPROVE RESOLUTION AMENDING RESOLUTION NO. 2015-36, AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A FUNDING AGREEMENT WITH CALTRANS FOR THE RANDOLPH STREET SHARED USE RAILS-TO-TRAILS STUDY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-44, Amending Resolution No. 2015-36, Authorizing the Acceptance and Execution of a Funding Agreement with Caltrans for the Randolph Street Shared Use Rails-to-Trails Study; and
2. Authorize the City Manager and City Engineer to direct staff to proceed with the study's implementation.

BACKGROUND

The Caltrans Active Transportation Grant provides funding to cities and counties for activities related to the planning, design, and implementation of transportation projects that support the increased use of walking and bicycling for daily travel. The projects are intended to increase the use of active transportation as a viable alternative to automobile travel, address public health issues within disadvantaged communities, and help achieve reductions in greenhouse gas emissions. The City of Huntington Park submitted an application to the 2014 Caltrans Active Transportation Call for Projects and was awarded a \$400,000 grant for the Randolph Street Shared Use Rails-to-Trails study. The grant must be fully expended within three years from the date of execution of the funding agreement (by the end of FY 2017-18).

The previously approved Resolution No. 2015-36 did not include the necessary information needed by Caltrans to validate the resolution. Therefore, the amended resolution includes the specific project number that Caltrans assigns, in this case being ATPLNI-5150(010), for Randolph Street Shared Use Rails-to-Trails study. In addition, the

**APPROVE RESOLUTION AMENDING RESOLUTION NO. 2015-36, AUTHORIZING
THE ACCEPTANCE AND EXECUTION OF A FUNDING AGREEMENT WITH
CALTRANS FOR THE RANDOLPH STREET SHARED USE RAILS-TO-TRAILS
STUDY**

November 17, 2015

Page 2 of 3

amended resolution authorizes City Engineer and City Manager to execute documents required by Caltrans.

FISCAL IMPACT/FINANCING

This amendment to the resolution is a requirement to execute the funding agreement, authorizes the City Manager to accept the funds on behalf of the City and to appropriate \$200,000 of the grant funds in FY 2015-16. The remaining funds will be appropriated within the FY 2016-17 and FY 2017-18 budgets. The grant does not require a local match contribution so there will not be a financial impact to the City. The grant funds are to be placed in account number 222-4010-431.73-10 in the City's FY 2015-16 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will evaluate the feasibility of developing a continuous bicycle facility within the Southern Pacific Railroad right-of-way located within the center of Randolph Street. The proposed 4.5-mile facility will provide a direct connection between the Slauson Avenue Blue Line station to the west and the Los Angeles River Bicycle Trail to the east. The project study area is located in the cities of Huntington Park, Vernon, Bell, and Maywood; and within unincorporated Los Angeles County. The study will evaluate the feasibility of locating a Class-I bicycle trail within portions of the railroad right-of-way given the planned future conversion of portions of the right-of-way to rail transit. The study will also identify if Class II bike lanes are more appropriate along Randolph Street where there is not sufficient width within the railroad right-of-way to allow for the safe operations of both rail and bicycle traffic.

CONCLUSION

Upon City Council adoption of the attached resolution, staff will be able to submit required documentation to Caltrans.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Michael Ackerman
City Engineer

**APPROVE RESOLUTION AMENDING RESOLUTION NO. 2015-36, AUTHORIZING
THE ACCEPTANCE AND EXECUTION OF A FUNDING AGREEMENT WITH
CALTRANS FOR THE RANDOLPH STREET SHARED USE RAILS-TO-TRAILS
STUDY**

November 17, 2015

Page 3 of 3

ATTACHMENTS

- A. Resolution No. 2015-44, Amending Resolution No. 2015-36, Authorizing the Acceptance and Execution of a Funding Agreement with Caltrans for the Randolph Street Shared Use Rails-to-Trails Study
- B. Resolution No. 2015-36

RESOLUTION NO. 2015-44

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK AMENDING RESOLUTION NO. 2015-
36 AUTHORIZING THE ACCEPTANCE AND EXECUTION
OF A FUNDING AGREEMENT WITH CALTRANS FOR THE
RANDOLPH STREET SHARED USE RAILS-TO-TRAILS
STUDY**

WHEREAS, the City of Huntington Park is eligible to apply and receive Federal and/or State funding for certain pedestrian and bicycle transportation projects and plans, through the California Department of Transportation (Caltrans); and

WHEREAS, the Active Transportation Program seeks to fund projects that promote the increased use of active transportation modes by residents of disadvantaged communities as a means of addressing public health issues, improve safety, and improve quality of life; and

WHEREAS, the City of Huntington Park submitted an application to the 2014 Caltrans Active Transportation Call for Projects and was awarded a \$400,000 grant for Project Number ATPLNI-5150(010), referred as Randolph Street Shared Use Rails-to-Trails study; and

WHEREAS, the grant must be fully expended within three years from the date of execution of the funding agreement (by the end of FY 2017-18).

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

SECTION 1. The City Council adopts the above recitals as its findings.

SECTION 2. The City Manager of the City of Huntington Park is authorized to accept and execute the funding agreement with Caltrans for the Randolph Street Shared Use Rails-to-Trails Study. The grant does not require a local match contribution.

SECTION 3. The City will appropriate \$200,000 of the Caltrans grant funds in its FY 2015-16 budget. The remaining funds will be appropriated within the City's FY 2016-17 and FY 2017-18.

SECTION 4. The City Manager and/or the City Engineer/Director of Public Works for the City of Huntington Park is authorized to execute all documents, including contracts, subcontracts, agreement extensions, renewals, and/or amendments required by Caltrans to implement the grant, in a form acceptable to the City Attorney.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED on this 17th day of November, 2015.

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

RESOLUTION NO. 2015-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK AUTHORIZING THE ACCEPTANCE
AND EXECUTION OF A FUNDING AGREEMENT WITH
CALTRANS FOR THE RANDOLPH STREET SHARED USE
RAILS-TO-TRAILS STUDY**

WHEREAS, the City of Huntington Park is eligible to apply and receive Federal and/or State funding for certain pedestrian and bicycle transportation projects and plans, through the California Department of Transportation (Caltrans); and

WHEREAS, the Active Transportation Program seeks to fund projects that promote the increased use of active transportation modes by residents of disadvantaged communities as a means of addressing public health issues, improve safety, and improve quality of life; and

WHEREAS, the City of Huntington Park submitted an application to the 2014 Caltrans Active Transportation Call for Projects and was awarded a \$400,000 grant for the Randolph Street Shared Use Rails-to-Trails study; and

WHEREAS, the grant must be fully expended within three years from the date of execution of the funding agreement (by the end of FY 2017-18).

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

SECTION 1. The City Council adopts the above recitals as its findings.

SECTION 2. The City Manager of the City of Huntington Park is authorized to accept and execute the funding agreement with Caltrans for the Randolph Street Shared Use Rails-to-Trails Study. The grant does not require a local match contribution.

SECTION 3. The City will appropriate \$200,000 of the Caltrans grant funds in its FY 2015-16 budget. The remaining funds will be appropriated within the City's FY 2016-17 and FY 2017-18.

SECTION 4. The City Manager of the City of Huntington Park is authorized to execute all documents, including contracts, subcontracts, agreement extensions, renewals, and/or amendments required by Caltrans to implement the grant, in a form acceptable to the City Attorney.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED on this 8th day of September, 2015.

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 17, 2015

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

Dear Mayor and Members of the City Council:

APPROVE RESOLUTION AMENDING RESOLUTION NO. 2015-37, AUTHORIZING THE ACCEPTANCE AND APPROPRIATION OF AN ACTIVE TRANSPORTATION GRANT FROM CALTRANS FOR STATE STREET COMPLETE STREETS PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-45, Amending Resolution No. 2015-37, Authorizing the Acceptance and Appropriation of an Active Transportation Grant from Caltrans for the City of Huntington Park State Street Complete Streets Project; and
2. Authorize the City Manager and City Engineer to direct staff to proceed with the study's implementation.

BACKGROUND

The Caltrans Active Transportation Grant provides funding to cities and counties for activities related to the planning, design, and implementation of transportation projects that support the increased use of walking and bicycling for daily travel. The projects are intended to increase the use of active transportation as a viable alternative to automobile travel, address public health issues within disadvantaged communities, and help achieve reductions in greenhouse gas emissions. The City of Huntington Park submitted an application to the 2014 Caltrans Active Transportation Call for Projects and was awarded a \$1,184,000 grant for the State Street Complete Streets Project's design and construction.

The previously approved Resolution No. 2015-37 did not include the necessary information needed by Caltrans to validate the resolution. Therefore, the amended resolution includes the specific project number that Caltrans assigns, in this case being ATPLNI-5150(010), for State Street Complete Street Project. In addition, the amended resolution authorizes City Engineer and City Manager to execute documents required by Caltrans.

**APPROVE RESOLUTION AMENDING RESOLUTION NO. 2015-37, AUTHORIZING
THE ACCEPTANCE AND APPROPRIATION OF AN ACTIVE TRANSPORTATION
GRANT FROM CALTRANS FOR STATE STREET COMPLETE STREETS PROJECT**

November 17, 2015

Page 2 of 3

FISCAL IMPACT/FINANCING

The \$1,184,000 grant for the State Street Complete Streets Project does not require a local match contribution, therefore, there will be no financial impact to the City. Caltrans programmed \$21,000 of the grant funds for design activities in FY 2015-16, and the remaining \$1,163,000 in 2016-17 for construction. The attached resolution authorizes the City Engineer and City Manager to accept and appropriate \$21,000 related to design activities in the City's FY 2015-16 budget, account number 222-4010-431.73-10.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

At the September 8, 2015 Council Meeting, staff explained that this grant is for the design and installation of a series of improvements that will help improve States Street's overall operations and efficiency by facilitating safe and convenient bicycle and pedestrian travel. These improvements will help support increased bicycling and walking within Huntington Park as a viable alternative to automobile travel by providing direct connections to destinations located with Huntington Park and neighboring cities and by addressing existing physical and operating conditions that create unsafe conditions for both bicyclists and pedestrians. The improvements consist of the following:

- Reducing the number of travel lanes from two to one in each directions;
- Installing a center shared left-turn lane;
- Installation of Class II bike lanes in each directions (including signage and pavement stencils);
- Replacement of existing pedestrian signals with state-of-the-art pedestrian countdown signals at eight signalized intersections;
- Installation of high-visibility crosswalks a 10 intersections; and
- Installation of curb bulbouts at eight signalized intersections.

CONCLUSION

Upon City Council adoption of said resolution, staff will prepare a Request for Proposal (RFP) in order to procure a consultant to prepare the required study.

Respectfully submitted,



EDGAR P. CISNEROS

City Manager



Michael Ackerman
City Engineer

**APPROVE RESOLUTION AMENDING RESOLUTION NO. 2015-37, AUTHORIZING
THE ACCEPTANCE AND APPROPRIATION OF AN ACTIVE TRANSPORTATION
GRANT FROM CALTRANS FOR STATE STREET COMPLETE STREETS PROJECT**

November 17, 2015

Page 3 of 3

ATTACHMENT(S)

- A. Resolution No. 2015-45, Amending Resolution No. 2015-37, Authorizing the Acceptance and Appropriation of an Active Transportation Grant from Caltrans for the City of Huntington Park State Street Complete Streets Project
- B. Resolution No. 2015-37

RESOLUTION NO. 2015-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK AMENDING RESOLUTION NO.
2015-37 AUTHORIZING THE ACCEPTANCE AND
APPROPRIATION OF AN ACTIVE TRANSPORTATION
GRANT FROM CALTRANS FOR THE CITY OF
HUNTINGTON PARK STATE STREET COMPLETE
STREETS PROJECT

WHEREAS, the City of Huntington Park is eligible to apply and receive funding for certain pedestrian and bicycle transportation projects and plan; and

WHEREAS, the City of Huntington Park has received \$1,184,000 in funding from Caltrans from its Active Transportation Program for State Street Complete Street Project (Project Number ATPL-5150(011)); and

WHEREAS, the City of Huntington Park appropriates \$21,000 related to design activities in the City's FY 2015-16 budget, account number 222-4010-431.73-10; and

WHEREAS, the Active Transportation Program seeks to fund projects that promote the increased use of active transportation modes by residents of disadvantaged communities as a means of addressing public health issues, improve safety, and improve quality of life.

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

SECTION 1. The City Council adopts the above recitals as its findings.

SECTION 2. The City Manager of the City of Huntington Park is authorized to accept the State Street Complete Street Active Transportation Grant awarded to the City by Caltrans. The Grants do not require a local match contribution.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 4. The City Manager and/or the City Engineer/Director of Public Works for the City of Huntington Park is authorized to execute all documents, including contracts, subcontracts, agreement extensions, renewals, and/or amendments required by California Department of Transportation to implement the Planning Grant, in a form acceptable to the City Attorney.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution,

1 which shall be effective upon its adoption.

2 **PASSED, APPROVED, AND ADOPTED** this 17th day of November 2015.

3

4

5

 Karina Macias, Mayor

6 ATTEST:

7

8

9

 Donna G. Schwartz, CMC

10 City Clerk

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

RESOLUTION NO. 2015-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK AUTHORIZING THE
ACCEPTANCE AND APPROPRIATION OF AN ACTIVE
TRANSPORTATION GRANT FROM CALTRANS FOR THE
CITY OF HUNTINGTON PARK STATE STREET
COMPLETE STREET PROJECT

WHEREAS, the City of Huntington Park is eligible to apply and receive funding for certain pedestrian and bicycle transportation projects and plan;

WHEREAS, the City of Huntington Park has received \$1,184,000 in funding from Caltrans from its Active Transportation Program for the State Street Complete Street Project;

WHEREAS, the City of Huntington Park appropriates \$21,000 related to design activities in the City's FY 2015-16 budget, account number 222-4010-431.73-10.; and

WHEREAS, the Active Transportation Program seeks to fund projects that promote the increased use of active transportation modes by residents of disadvantaged communities as a means of addressing public health issues, improve safety, and improve quality of life.

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

SECTION 1. The City Council adopts the above recitals as its findings.

SECTION 2. The City Manager of the City of Huntington Park is authorized to accept the State Street Complete Street Active Transportation Grant awarded to the City by Caltrans. The Grants do not require a local match contribution.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 4. The City Manager of the City of Huntington Park is authorized to execute all documents, including contracts, subcontracts, agreement extensions, renewals, and/or amendments required by California Department of Transportation to implement the Planning Grant, in a form acceptable to the City Attorney.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

1 **PASSED, APPROVED, AND ADOPTED** this 8th day of September 2015.

2

3

4

Karina Macias, Mayor

5

6

7

8 Donna G. Schwartz, CMC
Donna G. Schwartz, CMC
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

City Clerk

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

November 17, 2015

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:

UPDATE, DISCUSSION AND/OR ACTION OF CONCESSION STAND AT KELLER PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider demolition of the current Concession Stand at Keller Park; and/or
2. Direct staff to continue to seek partners and provide Council with additional options.

BACKGROUND

At the regularly scheduled Council meeting of September 21, 2015 staff was directed to research additional vendors to consider operating the concession stand located at Keller Park. To date staff has done the following:

- Requested quote from Public Works to demolish the building. The cost to demolish the building and concrete is \$650.00, UPW will provide bins at no additional cost.
- Met with various types of food vendors.
- Requested a quote from the Public Works department to perform minor upgrades to include the following: electrical, insulation, dry wall, roof and floor repairs, and paint inside and outside. Total cost for supplies and staff time approximately \$7,500.

Staff has spoken to several potential food vendors. Each one is concerned about the condition of the concession stand. The vendors to date are not willing to spend a large sum of money to upgrade a city owned facility. Per the Public Works department the cost to renovate is approximately \$69,000- \$75,000 Per the City's current financial situation, this expenditure is not a budgeted item.

Additionally, staff has contacted the Public Works Department for more options. The Public Works Department can offer assistance by making minor repairs. This would include the following: updating the electrical, drywall, floor, roof and painting

UPDATE, DISCUSSION AND/OR ACTION OF CONCESSION STAND AT KELLER PARK

November 17, 2015

Page 2 of 2

inside/outside. These repairs would provide the basic improvements but it would not meet the health standards for a full kitchen operation. Based on the city's financial situation any major repairs would need to come from the vendor once one is secured. However if they do not have a full kitchen and only use a toaster oven, microwaves and basic appliances these repairs may be adequate for a basic concession stand

Staff has contacted several food vendors including including food trucks, portable food carts and local restaurants and will continue to seek appropriate vendors, however to date there are no commitments. Staff will continue to seek partners to operate the concession stand.

FISCAL IMPACT/FINANCING

Due to the City's current financial situation the City of Huntington Park may not be prepared to make an investment to renovate or update the concession stand however, if we select the option to demolish the building there is a fee of \$650 per the Public Works Department. The funds for the demolition are budgeted in the Public Works Street Maintenance account no. 111-8010-431-61-21.

Please note that the only item budgeted for this project for this fiscal year is the demolition cost. Funding for any proposed renovations of the concession stand have not been budgeted under the current fiscal year.

CONCLUSION

Upon Council direction, staff will move forward with researching further vendors and options that are appropriate for the site and bring options to the City Council for consideration.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager

Josette Espinosa
Josette Espinosa
Director of Parks and Recreation



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

November 17, 2015

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

Dear Mayor and Members of the City Council:

APPROVE AWARD OF CONTRACT FOR INSTALLATION OF SPORTS LIGHTING SYSTEM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve award of construction contract to California Professional Engineering, Inc. for installation of sports field lighting system on Salt Lake Park Soccer Field; and
2. Authorize the City Manager to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In May 2014, Council authorized the use of \$100,000 in CDBG funding to upgrade the old sports lighting system on the new Kevin De Leon Campo De Futbol, located at Salt Lake Park. The City also received a \$25,000 lighting grant from the U.S. Soccer Foundation for Musco-specific lighting products, which will be used to finance a portion of the lighting equipment costs. The grant funds are to be used for the following lighting improvements:

1. Removal and disposal of old light fixtures and equipment;
2. Installation of Musco's SportsCluster Green™ Lighting system, which features energy savings of up to 50% when compared to standard sports lighting systems; and
3. Installation of Control Link™ System to remotely access and program the lighting system

The bid plans, documents and specifications for the Installation of Sports Field Lighting for Salt Lake Park were distributed and advertised to potential bidders on September 29, 2015, and on October 27, 2015 City staff completed the public bidding process.

APPROVE AWARD OF CONTRACT FOR INSTALLATION OF SPORTS LIGHTING SYSTEM

November 17, 2015

Page 2 of 3

One responsible bid in the amount of \$65,501 was submitted by California Professional Engineer, Inc., by the noted deadline. Based on their ability to meet all requirements as stated in the bid specifications, staff recommends that Council award the construction contract for the installation of the sports lighting system on the Kevin De Leon Campo De Futbol to California Professional Engineer, Inc.

FISCAL IMPACT/FINANCING

The proposed price from California Professional Engineer, Inc. is \$65,501 to install the system and \$58,462 to procure Musco's SportsCluster Green™ Lighting System. The total project cost (installation and equipment) is approximately \$123,963 and will be fully funded by two grants from HUD and the U.S. Soccer Foundation.

A total of \$100,000 for this project is included in the FY 15-16 budget in account number 239-6010-451.73-10, Federal CDBG Fund. In addition, the \$25,000 lighting grant awarded to the City by the U.S. Soccer Foundation will be applied for the purchase of Musco's SportsCluster Green™ Lighting System. Therefore, this project will be financed in the following manner:

Vendor	Description	Funding Source	Account	Amount
California Professional Engineer, Inc.	Installation of Sports Field Lighting System	HUD / CDBG	239-6010-451.73-10	\$65,501
Musco	SportsCluster Green™ Lighting System	HUD / CDBG	239-6010-451.73-10	\$33,462
Musco	SportsCluster Green™ Lighting System	U.S. Soccer Foundation	Musco line of credit	\$25,000
Total				\$123,963

LEGAL AND PROGRAM REQUIREMENTS

Per the City's procurement policies and procedures, staff underwent a formal competitive sealed bids process to procure these services for the installation of the sports field lighting system on the Kevin De Leon Campo De Futbol.

The City Engineer and City Attorney have reviewed the bid packet submitted by California Professional Engineer, Inc. and have confirmed the contractor to be the lowest responsible bidder (Attachment B).

APPROVE AWARD OF CONTRACT FOR INSTALLATION OF SPORTS LIGHTING SYSTEM

November 17, 2015

Page 3 of 3

CONCLUSION

Upon Council approval and execution of the construction contract for the Installation of the Sports Field Lighting for Salt Lake Park, staff will process a Notice to Proceed to start the project.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENTS

- A: Contract between California Professional Engineer, Inc. and City of Huntington Park, for the Installation of Sports Field Lighting System for Salt Lake Park
- B: California Professional Engineer, Inc. - Bid Packet

CITY OF HUNTINGTON PARK

PUBLIC WORKS CONTRACT

INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM FOR SALT LAKE PARK SOCCER FIELD
This is a CDBG Federally Funded Project

HUD IDIS Activity Project Number #517

THIS AGREEMENT "Agreement" is made and entered into this 17 day of November, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation located in the County of Los Angeles, State of California hereinafter called CITY, and CALIFORNIA PROFESSIONAL ENGINEERING, INC. DBA CALIFORNIA PROFESSIONAL ELECTRICAL ENGINEERING, a corporation, located at 929 Otterbein Ave. Unit E, La Puente, CA 91748, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

CITY, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before October 27, 2015, for the following:

INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM FOR SALT LAKE PARK SOCCER FIELD
This is a CDBG Federally Funded Project

in the City of HUNTINGTON PARK, California, hereinafter called PROJECT.

At 2:00 PM on said date, in the HUNTINGTON PARK Council Chambers, said bids were duly opened.

At its regular meeting held on November 17, 2015, the CITY Council duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I - CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR's Proposal, and all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

All of the rights and obligations of the CITY and CONTRACTOR are fully set forth and described in the

CONTRACT DOCUMENTS.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the **CONTRACT DOCUMENTS** and are incorporated herein by this reference and made and part hereof as though they were fully set forth herein.

In the event there is a conflict between the terms of the Contract Documents, the more specific or stringent provision shall govern. City shall decide which option is the more specific or stringent provision.

ARTICLE II - AGREEMENT

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the **CONTRACT DOCUMENTS**.

ARTICLE III - COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount sixty five thousand five hundred and one DOLLARS (\$65,501), based upon those certain unit prices set forth in CONTRACTOR's Bid Schedule, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the **CONTRACT DOCUMENTS**, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall retain five percent (5%) of said contract price until said time as the provisions of Article XIV herein have been met.

Progress payments shall be made in accordance with Section 9 of the Standard Specifications for Public Works as amended by the General Provisions and Special Provisions.

Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

Substitution of Securities for Retention. The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

ARTICLE IV - CONTRACTOR REPRESENTATIONS

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

Furthermore, CONTRACTOR hereby represents and warrants that it is not currently, and has not at any time within the past five (5) calendar years been, suspended, debarred, or excluded from participating in, bidding on, contracting for, or completed any project funded in whole or in part by any federally funded program, grant or loan, or any project funded in whole or in part by a program, loan or grant from the State of California, and that CONTRACTOR currently has and for the past five (5) calendar years has maintained in good standing, a valid California contractor's license. CONTRACTOR agrees to complete and execute any statement or certificate to this effect as may be required by the City or by any federal or State of California program, loan or grant utilized on this project.

ARTICLE V - COMMENCEMENT DATE

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the Director of Community Development and Public Works of CITY and shall complete work on the PROJECT within **40 working days** after City's Notice to Proceed with Construction.

ARTICLE VI - NO DISCRIMINATION

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this CONTRACT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration

and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

ARTICLE VII - LABOR CODE REQUIREMENTS

Compliance with SB 854 Registration: This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Agreement by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement will be made available upon request from the City Engineer's Office.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2). The Contractor shall post WH-1321 ENGLISH and WH-1321 SPANISH at the work site.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

This is a federally-assisted CONSTRUCTION CONTRACT. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. Modification of Federal Wage Rates published within ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

The Contractor shall submit payroll records to the City weekly for each week in which any contract work is performed. The Contractor is also responsible for the submission of payroll records by all its Subcontractors performing any contract work on this Project.

The payroll records submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of 29 C.F.R. Part 5. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

- The payroll records for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete;
- Each employee employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
- Each employee has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

This information may be submitted in any form desired, however, Form WH-347 is provided as an optional template. The Contractor shall submit a Statement of Non-Performance for each week of work for which craft work was not performed.

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor shall submit copies of apprentice certification(s) for each apprentice performing work on the Contract to accompany the first payroll record in which that apprentice appears. The City will recognize apprentice certifications from the U.S. Department of Labor and the California Division of Apprenticeship Standards. Any worker listed on a payroll at an apprentice wage rate, who is not registered

or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

The CONTRACTOR's duty to pay State prevailing wages can be found under Labor Code Section 1770 et q. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

The Contractor agrees that the City, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons, such as employee interviews. If any site visit is made by the City on the premises of the Contractor or any of its Subcontractors under this Contract, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor(s).

If the work involves excavation of any trench five feet or more in depth the contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection. Such plan shall be approved by a qualified representative of the City. (LC 6705).

ARTICLE VIII - PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Contractor's License.

The Contractor shall possess a type A-General Engineering California Contractor's license at the time of award of the Contract.

Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.

Unfair Business Practices Claims.

The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Third Party Claims Notification.

The City shall timely notify the Contractor in writing of any third party claims relating to the

contract.

Hazardous Materials and Unknown Conditions:

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 - 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 - 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.
- B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through its Director of Community Development and Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX - INDEMNITY

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees from any and all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work pursuant to this Contract, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, regardless of responsibility of negligence; provided

- A. That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason

for the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

- B. That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- C. This hold harmless provision shall not apply to claims, loss, damage, injury or liability caused by the active negligence of City (Civil Code 2782).

ARTICLE X - BONDS

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY a bond, or bonds, in a form satisfactory to the CITY, in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

ARTICLE XI - INSURANCE

CONTRACTOR shall not commence work under this Contract until CONTRACTOR has obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- A. COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this Contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY and Construction Manager (**Transtech Engineers, Inc.**) for any damage resulting to the CITY from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.
- B. COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this Contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this Contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly

employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:

1. Public Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
2. Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
3. Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
4. Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

C. PROOF OF INSURANCE. The insurance required by this Contract shall be with insurers which are Best A rated, and California Admitted or better. The CITY shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.

D. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this Contact until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (C) of this article.

ARTICLE XII - ATTORNEY FEES

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Contract, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

ARTICLE XIII - LIQUIDATED DAMAGES

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of five hundred DOLLARS (\$500) shall be presumed to be the amount of damages suffered by the CITY for each

calendar day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum five hundred DOLLARS (\$500) as liquidated damages for each calendar day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the *Standard Specification for Public Works Construction* currently in effect on the execution date of this Contract. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

CONTRACTOR: California Professional Engineering, Inc.
a California Corporation

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
President

by: _____
Mayor

ARTICLE XIV - NOTICE OF COMPLETION

Upon completion of PROJECT and acceptance of same by the CITY, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XV - NO ASSIGNMENT

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto. Such consent shall be within the CITY's sole discretion.

ARTICLE XVI - CUMULATIVE RIGHTS

The provisions of this CONTRACT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE XVII - TERMINATION

- A. Termination for Convenience. The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the

CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

- B. Termination for Default. If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.
- C. Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

CONTRACTOR: California Professional Engineering, Inc.
a California Corporation

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
President

by: _____
Mayor

ARTICLE XVIII – FEDERAL REQUIREMENTS

Notwithstanding any other provision of this Agreement, if the construction work covered under this Agreement is financed in whole or in part with assistance provided under a program of the U.S. Department of Housing and Urban Development or some other source of Federal funding, Contractor shall also comply with and cause its subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in the periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010) available from the Agency's Compliance Division. If Contractor is required to comply with the Davis-Bacon Act, Contractor shall pay the higher of Davis-Bacon Act or state prevailing wages, on a trade-by-trade basis. By entering into this Agreement, Contractor certifies that it is not a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or if HUD funds are involved, to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. Contractor agrees to include, or cause to be included, the above provision, to be applicable to contractors and subcontractors, in each contract and subcontract for work covered under this Agreement.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents papers and records of the Contractor and any subcontractors which are directly pertinent to this Agreement, for the purpose of

making audit, examination, excerpts and transcriptions. Contractor shall maintain all required records for three years after City makes final payments and all other pending matters are closed.

Contractor shall comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. §874, as supplemented in Department of Labor regulations. (29 C.F.R. part 3.)

Contractor shall ensure compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 – 33, as supplemented by Department of Labor regulations. *See* 29 C.F.R. part 5.

Contractor and any subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 C.F.R. part 3.)

If the Compensation exceeds \$100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency (EPA) regulations, which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. (*See e.g.* 47 C.F.R. §18.36(i)(12).)

If the Compensation exceeds \$100,000 for construction or facility improvements, Contractor must observe the building requirements contained in Attachment B of OMB Circular A-110.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the 17th day of November, 2015, by their respective officers duly authorized in that behalf.

CITY OF HUNTINGTON PARK
a Municipal Corporation

CONTRACTOR: California Professional Engineering, Inc.
a California Corporation

by: _____
Karina Macias, Mayor

by: _____
President

ATTEST: _____
Secretary

by: _____
Donna Schwartz, City Clerk

APPROVED AS TO FORM

by: _____
_____, City Attorney

GUARANTEE
TO THE CITY OF HUNTINGTON PARK
INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM FOR SALT LAKE PARK SOCCER FIELD

As a material inducement to the City to award the contract for Project No. 517 to CALIFORNIA PROFESSIONAL ENGINEERING, INC., the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM FOR SALT LAKE PARK SOCCER FIELD ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for one year from the date on which a notice of completion for the work is recorded.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement or repairs performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement or repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorney's and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

(Signatures on next page)

Guarantor

Date

Contractor

By

Title

[NOTARY REQUIRED]

FAITHFUL PERFORMANCE BOND
INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM FOR SALT LAKE PARK SOCCER FIELD

KNOW ALL MEN BY THESE PRESENTS that CALIFORNIA PROFESSIONAL ENGINEERING, INC. as CONTRACTOR and HANOVER INSURANCE COMPANY, as SURETY, are held and firmly bound unto the City of HUNTINGTON PARK, in the penal sum of Sixty five thousand five hundred and one dollars (\$65,501), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 17 day of November 17, 2015.

CONTRACTOR*

CALIFORNIA PROFESSIONAL ENGINEERING, INC.

929 Otterbein Avenue, Ste. 1060, Santa Ana, CA 92707

Van Nguyen, President

SURETY*

HANOVER INSURANCE COMPANY

5 Hutton Centre, Suite 1060, Santa Ana, CA 92707

Yung T. Mullick, Attorney-in-Fact

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC: _____

LABOR AND MATERIAL PAYMENT BOND
INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM FOR SALT LAKE PARK SOCCER FIELD

WHEREAS, CALIFORNIA PROFESSIONAL ENGINEERING, INC., as Principal, has entered into a contract dated November 17, 2015, (the "Contract") with the City of HUNTINGTON PARK (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit: INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM FOR SALT LAKE PARK SOCCER FIELD and all appurtenant work in accordance with the plans and specifications for Project No._____, which requires Principal to file this bond to secure claims made under Civil Code Section 9100 et seq.

NOW THEREFORE, we, CALIFORNIA PROFESSIONAL ENGINEERING, INC., as Principal, and THE HANOVER INSURANCE COMPANY, a corporation organized under the laws of New Hampshire and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Huntington Park, as Obligee, and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced Contract, in the sum of

Dollars (\$_____),
lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
5 Hutton Centre, Suite 1060, Santa Ana, CA 92707

The address at which the Principal may be served with notices, papers and other documents is:
929 Otterbein Avenue, Ste. E, La Puente, CA 91748

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or

modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

State of California)
County of Los Angeles)

On _____, before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and

acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)



Parks and Recreation Department

Date: October 6, 2015

Addendum #1

Request for Bid Proposal for Installation of Sports Field Lighting System for Salt Lake Park Soccer Field

The following changes, updates and answers to questions are to be included into the bid package for the Installation of Sports Field Lighting System for Salt Lake Park Soccer Field.

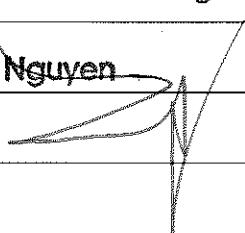
Page: A.1 – Notice Inviting Formal Sealed Bids – Bidding and Contract Documents, Plans and Specifications: Hard copy of the Bidding and Contract Documents, Plans and Specifications can be picked up at a non-refundable cost of \$250 from City Engineers Office, City of HUNTINGTON PARK, 6550 Miles Avenue, HUNTINGTON PARK, CA 90255:

The form is hereby changed to Page: A.1 – Notice Inviting Formal Sealed Bids – Bidding and Contract Documents, Plans and Specifications: Hard copy of the Bidding and Contract Documents, Plans and Specifications can be picked up at no charge from City Engineers Office, City of HUNTINGTON PARK, 6550 Miles Avenue, HUNTINGTON PARK, CA 90255.

Please sign this addendum sheet and return as part of your bid submittal.

Company Name: California Professional Engineering, Inc.

Representative name (print): Van Nguyen

Representative Signature:  Date: 10-27-15

C. BIDDER'S PROPOSAL

INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM FOR SALT LAKE PARK SOCCER FIELD

This is a CDBG Federally Funded Project

Bidder's Name:	California Professional Engineering, Inc.
-----------------------	--

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

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of HUNTINGTON PARK of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

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

BID SCHEDULE

To the HUNTINGTON PARK's City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, Discrepancies and Misunderstandings, contained in the INSTRUCTIONS TO BIDDERS section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule (Bidder shall provide a bid amount for each bid item. Failure to provide a bid for each bid item shall render the bid non-responsive):

BID SCHEDULE

INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM FOR SALT LAKE PARK SOCCER FIELD

This is a CDBG Federally Funded Project

Item	Description	Qty	Unit Price	Total Price
1	<p>Owner to provide materials. Contractor responsible for accepting delivery of the product, unloading, and installation of Musco's Sports Cluster Green System (Grant Requirement), which includes:</p> <ul style="list-style-type: none"> • Twenty four (24) factory aimed and assembled luminaires – six (6) per pole • Twenty four (24) 1500-watt metal halide fixtures, including lamps • UL remote electrical component enclosures • Mounting hardware for pole top units and electrical component enclosures • Pole length wire harness • Disconnects • Control-Link lighting control system inclusive of lighting contactor cabinet sized for 208 Volt 3 phase, including (1) contactor for existing security lights • 10-year warranty, including 10 year of parts and two years of labor. 	1 LS	\$ <u>45,000</u>	\$ <u>45,000</u>
2	Remove existing subpanel and install the Owner provided Musco's Control Link Control & Monitoring System (Grant Requirement)	1 LS	\$ <u>2,500</u>	\$ <u>2,500</u>
3	Removal and disposal of existing light fixtures on four (4) existing poles, poles to be re-used	1 LS	\$ <u>5,000</u>	\$ <u>5,000</u>
4	Intercept existing 2" conduit in decomposed granite area and install pole box adjacent to each new pole and extend conduits to (4) new pole locations	1 LS	\$ <u>3,000</u>	\$ <u>3,000</u>
5	Remove, provide and install required conductors in existing conduit system	1 LS	\$ <u>8,000</u>	\$ <u>8,000</u>
6	Terminate new conductors, test and commission new lighting control system	1 LS	\$ <u>2,000</u>	\$ <u>2,000</u>

BID SCHEDULE				
INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM FOR SALT LAKE PARK SOCCER FIELD				
This is a CDBG Federally Funded Project				
Item	Qty	Unit Price	Total Price	
7 All other work items not specifically listed in the above items, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	1 LS	\$ <u>2</u>	\$ <u>2</u>	
TOTAL PRICE:				\$ <u>65,501</u>

Total Price written in words: Sixty-five thousand five hundred and one dollar

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the site are considered as included in each Bid Item listed above as applicable, and no additional and/or separate compensation will be allowed.	Mobilization / Demobilization
	Traffic Control, Public Convenience and Safety
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
The BIDDER agrees that the Agency reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed twenty-five percent (25%) plus or minus of the total bid amount for all bid items. If the change exceeds twenty-five percent (25%) a change order may be negotiated to adjust unit bid prices. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

DESIGNATION OF SUBCONTRACTORS

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

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from following subcontractors:

Subcontractor Name	Work to be Performed	Contractors License #	DIR #	Dollar Amount
<i>Nla</i>				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
TOTALS				\$ _____

REFERENCES

The City of HUNTINGTON PARK is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work desired by the Public Works Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included.

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

Reference Contact Information	Reference Project Name	Contract Value	Date Completed
Agency Name: CITY OF Ontario Contact Name and Title: Project Manager Johnson Thao Contact Tel No: 909-395-2131	Street light in Lien	\$244,716.35	04/2014
Agency Name: CITY OF Orange Contact Name and Title: Project Manager Meael Laines Contact Tel No: 714-557-744-553	Old Towne street lighting improvements	\$453,145	04/2012
Agency Name: CITY OF PASADENA Contact Name and Title: Project manager Chris Hernandez Contact Tel No: 626-744-4303	Installation of street lighting on Mountain street from Craigel Ave	\$335,166	05/2012

BONDS

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

* See attachment

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: Van Nguyen
Date of Inspection: 10-23-15

929 Otterbein Ave., Unit E
La Puente, CA 91748
Ph: (626) 810-1338
Fax: (626) 810-1322
www.cpengineeringinc.com

California Professional Engineering, Inc.

We intend to procure *all bonds* from:

The Hanover Insurance Company
Yung T. Mullick, Attorney-In-Fact
24800 Chrisanta Drive, Suite 160
Mission Viejo, CA 92691
949-461-7000-office #
949-461-7725-fax #
ymullick@thebond-exchange.com

We intend to procure *all general & auto liability certificates* from:

Brown & Brown Insurance Brokers of Sacramento, Inc.
Jennifer Galli, Agent
5750 West Oaks Boulevard, Suite 140
Rocklin, CA 95765
800-228-3380-office #
800-359-9770-fax #
jgalli@bbsacramento.com

We intend to procure *all workers' compensation certificates* from:

BBSI
Magdalena Gilane, Agent
1950 Sunwest Lane, Suite 250
San Bernardino, CA 92408
909-890-0100-office #
909-890-0120-fax #
magdalena.gilane@bbsihq.com

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 4 Dated 10-22-15
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NONCOLLUSION DECLARATION

NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID FOR
Salt Lake Soccer Field
(Project Name)

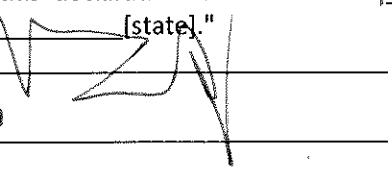
The undersigned declares:

President California Professional Engineering, Inc.

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a

collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10-27-15 [date], at La Puente [city],
California [state]."

(Signature) 
Van Nguyen

(Printed name)

BIDDER INFORMATION

Bidder's Name:	California Professional Engineering, Inc.		
Address:	<u>929 Otterbein Ave Unit E, La Puente, CA, 91748</u>		
Form of Legal Entity (i.e., individual, partnership, corporation, etc.)	<u>Corporation</u>		
If a Corporation, State of Incorporation (i.e., Calif.)	<u>California</u>		
Valid State Contractor's License No. and Class	<u>793907 A G-10 C-20</u>		
DIR Registration No.:	<u>1000001980</u>		
<i>Contact Person Information:</i>			
Name	Title	E-mail	Tel
<u>Van Nguyen</u>	<u>President</u>	<u>Van@cpengineeringinc.com</u>	<u>(626) 810-1338</u>

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

Van Nguyen

President

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

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

California Professional Engineering, Inc.

Previous contract performance history:

1. Was any contract terminated previously: Nh

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

2. In the past ten years have you filed a claim for money against any public entity?

If the answer to the above is "yes", provide the following information:

Contract/project name and number: N/A

Date of filing claim: _____

Reason for filing claim: _____

Owner's name: _____

Owner contact person and tel. no.: _____

3. In the past ten years have you been a party to legal action by or against a public entity arising out of the performance of a public works contract?

If the answer to the above is "yes", provide the following information:

Contract/project name and number: N/A

Date of commencement of litigation: _____

Reason for litigation: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 21 day of OCT., 2015

BIDDER _____ California Professional Engineering, Inc. _____

Subscribed and sworn to this _____ day of _____, 201st

NOTARY PUBLIC _____

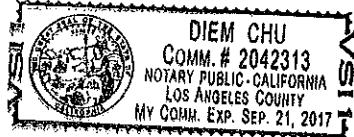
X see attached

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 27th
day of October, 2015, by Van Nguyen

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature 

PROPOSAL GUARANTEE/BID BOND

KNOW ALL MEN BY THESE PRESENTS:

California Professional Engineering, Inc. dba California Professional Electrical Engineering, (hereinafter referred to as "Contractor")
WHEREAS, Professional Electrical Engineering, (hereinafter referred to as "Contractor")
intends to submit a bid to the City of Huntington Park, California, a Municipal Corporation, for the performance of certain work as required in the City of Huntington Park Project Name. (the "Project") said work being: Installation of Sports Field Lighting for Salt Lake Park Soccer Field
as shown on the plans and specifications for the Project. The bid is being made in response to an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and The Hanover Insurance Company a corporation organized and existing under the laws of the State of New Hampshire, duly authorized and licensed to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Huntington Park, as Obligee, in the sum of Ten Percent of the Bid Amount Dollars (\$ 10%) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The Hanover Insurance Company
5 Hutton Centre, Suite 1060, Santa Ana, CA 92707

The address at which the Principal may be served with notices, papers and other documents is:

California Professional Engineering, Inc. dba California Professional Electrical Engineering
929 Otterbein Avenue, Ste. E, La Puente, CA 91748

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement, for the warranty of the work and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Huntington Park in successfully enforcing said obligation.

This document is signed by the respective parties on the dates next to their names.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C, BIDDER'S PROPOSAL"

Principal California Professional Engineering, Inc. dba California Professional Electrical Engineering

By: _____

Date: 10-27-15

Title: _____

President

Surety The Hanover Insurance Company

By: _____

Date: October 23, 2015

Title: Yung T. Mullick, Attorney-in-Fact

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

Surety: _____

By: _____

--OR--

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

State of California

)

County of _____

)

On _____ before me, _____ (here insert name and title of the officer), personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On Oct 27 2015 before me, Diem Chu, Notary Public,

Date

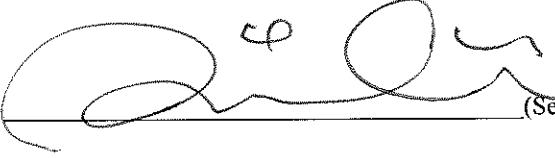
(here insert name and title of the officer)

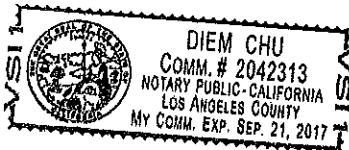
personally appeared Van Nguyen

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

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

WITNESS my hand and official seal.

Signature:  (Seal)



OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange

On October 23, 2015 before me, Christine T. Hoang, Notary Public,

Date

Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public Christine T. Hoang

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing:

RIGHT THUMPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMPRINT
OF SIGNER

Top of thumb here

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

James W. Moilanen, Yung T. Mullick, and/or Jennifer C. Anaya

of Mission Viejo, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surely any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of January 2012.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

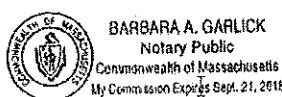
Robert Thomas

Robert Thomas, Vice President

Joe Brenstrom

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.



Barbara A. Garlick

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of October 2015.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margolian

Glenn Margolian, Vice President

Nº 4864

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

The ~~HANOVER~~ Insurance Company

of Bedford, New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire; Marine, ^{8, 10, 7} Surety, Disability, Plate Glass, Liability, Workers' Compensation, ^{6, 7, 9} Common Carrier Liability, Boiler and Machinery, Burglary, Credit, ^{12, 13, 14} Sprinkler, Team and Vehicle, Automobile, Aircraft and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 20th day of October, 1986, I have hereunto set my hand and caused my official seal to be affixed this 20th day of October, 1986.



By

Roxani M. G. Leslie
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

THE FOLLOWING FORMS ARE REQUIRED TO BE COMPLETED AND SUBMITTED WITH THE BID:

- 1. NON-COLLUSION AFFIDAVIT (This form must be notarized)**
- 2. NON-SEGREGATED FACILITIES CERTIFICATION**
- 3. PAST PERFORMANCE CERTIFICATION**
- 4. COUNTY LOBBYIST CERTIFICATION**
- 5. WORKER'S COMPENSATION CERTIFICATION**
- 6. CONTRACTOR'S LIST OF PROPOSED SUBCONTRACTORS**
- 7. REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE**
- 8. NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**
- 9. NOTICE OF SECTION 3 COMMITMENT**
- 10. SECTION 3 ECONOMIC OPPORTUNITY PLAN**
- 11. SECTION 3 RESIDENT CERTIFICATION**
- 12. SECTION 3 BUSINESS CERTIFICATION**
- 13. SECTION 3 SUMMARY REPORT**
- 14. FEDERAL LOBBYIST CERTIFICATION**

1. NON-COLLUSION AFFIDAVIT (This form must be notarized)

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California)

County of Los Angeles) ss.

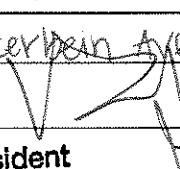
Van Nguyen

President of California Professional Engineering, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: Installation of Airport Field Lighting System Project Number: _____

Company: California Professional Engineering, Inc.

Address: 929 Otterbeam Ave/ Unit E La Puente CA 91748

Signature: 

Title: President

Date: 10-27-15

SWORN TO AND SUBSCRIBED TO BEFORE ME



This _____ day of _____, 20_____

/s/ Notary Public: _____

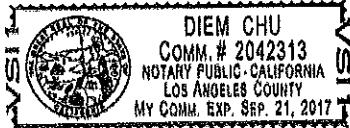
My Commission Expires: _____

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 27th
day of October, 2015, by Van Nguyen

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

2. NON-SEGREGATED FACILITIES CERTIFICATION

NON-SEGREGATED FACILITIES CERTIFICATION
FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 10-27-15 Project Number: _____

Company: California Professional Engineering, Inc.

Address: 929 Otterbein Ave Unit E La Puente CA 91748

By: Van Nguyen

Title: President

3. PAST PERFORMANCE CERTIFICATION

**CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS**

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 10-27-15 Project Number: 08-368504 Contract Award: \$ 684,670.17

Awarding Agency: Department of Transportation

Contractor Name: California Professional Engineering Total Number of Employees 24

Affiliate Company: _____

By: Van Nguyen

Title: President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

4. COUNTY LOBBYIST CERTIFICATION

County Lobbyist Certification

California Professional Engineering, Inc.

Name of Firm: California Professional Engineering, Inc. Date: 10-27-15

Address: 929 Otterbein Ave Unit E La Puente CA 91748

Telephone: (626) 810-1338

Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the County of Los Angeles, to the Community Development Commission, County of Los Angeles, and to the City of La Puente, Huntington Park, as the local contracting agency (LCA);

- 1) It is understood that each person, entity, or firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person, entity, or firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is material representation of facts upon which reliance was placed when this transaction was made or entered into.

Authorized Official:

Van Nguyen

(Print Name of Contractor's Authorized Representative)

President

(Title)



(Signature of Contractor's Authorized Representative)

10-27-15

(Date)

5. WORKER'S COMPENSATION CERTIFICATION

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: 10-27-15 Project Number: _____

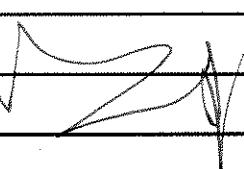
Project Name: Salt Lake Park Soccer Field

Company Name: California Professional Engineering, Inc.

Address: 979 Otterbein Ave Unit E La Jolla CA 91748

Print Name: Van Nguyen

Title: President

Signature: 

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

6. CONTRACTOR'S LIST OF PROPOSED SUBCONTRACTORS

This form will be submitted by the selected contractor after determination of lowest responsive bidder and when requested by the City.

For the bid submittal, bidders shall complete the table on Page C-4 in Section titled "DESIGNATION OF SUBCONTRACTORS"

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Transcription of species from literature sources

114

City of Hunterton, Pa.

Location

Duncanson

City of Huntington Park

卷之三

Văn Nguyễn

President

California Professional Engineering, Inc.

卷之三

15

३८३

卷之三

10-27-15
Date

માન્ય સાચાના

7. REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 09/30/2006)
1. FROM (name and address of requesting agency) City of Huntington Park 6550 Miles Ave Huntington Park, CA 90255	2. PROJECT NAME AND NUMBER Installation of sports field lighting system for salt lake park soccer field	
4. BRIEF DESCRIPTION OF PROJECT Installation of lighting	3. LOCATION OF PROJECT (City, County and State) Huntington Park, California IN: Los Angeles County	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Heavy <input checked="" type="checkbox"/> Other (specify) <input type="checkbox"/> Highway Park lighting
6. WAGE DECISION NO. (include modification number, if any) <input type="checkbox"/> COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE 07-27-15 through 01-31-16	
8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
General Foreman	\$ 51.08	\$ 25.82
Foreman	\$ 45.94	\$ 25.82
Journey man	\$ 40.80	\$ 25.82
Technicians	\$ 30.60	\$ 25.82
Apprentices 40% - 85%	\$ 16.32 - 34.68	\$ 17.91 - \$25.82
9. PRIME CONTRACTOR (name, address) California Professional Engineering Inc. 929 Otterbein Ave Unit E La Puente CA 91748	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address) N/A	
Check All That Apply: <ul style="list-style-type: none"> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input checked="" type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input checked="" type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision. 		
Check One: <ul style="list-style-type: none"> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested. 		
Agency Representative <small>(Typed name and signature)</small>		FOR HUD USE ONLY LR2000: Log in: Log out: <small>Phone Number</small>

8. NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: Construction Laborers Trust Funds for Southern California
(Name of Labor Union, Workers Representative, etc.)
4399 Santa Anita Ave #200 El Monte CA 91731
(Address)

Name of Business (Contractor): California Professional Engineering, Inc.

Project Name: Installation of Sports Field lighting Project Number: _____

The Undersigned currently holds a contract with Huntington Park, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Van Nguyen

(Print Name)

10-27-15

(Date)

By:

(Signature)

President

(Title)

9. NOTICE OF SECTION 3 COMMITMENT

NOTICE OF SECTION 3 COMMITMENT

TO: Construction Laborers TRUST FUND FOR SOUTHERN CALIFORNIA
(Name of Labor Union, Workers Representative, etc.)
4399 SANTA ANITA AVE # 200 EL MONTE CA 91731
(Address)

Name of Business (Contractor): California Professional Engineering, Inc.

Project Name: Salt Lake Soccer Field Project Number: _____

The Undersigned currently holds a contract with Huntington Park involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification
<u>N/A</u>	

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is 12/1/15. For additional information, you may contact Van Nguyen, President at (626) 80-1338.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Van Nguyen

(Print Name)

By:

(Signature)

10-27-15

(Date)

President

(Title)

10. SECTION 3 ECONOMIC OPPORTUNITY PLAN

SECTION 3 ECONOMIC OPPORTUNITY PLAN

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor) California Professional Engineering Inc 929 Oetenbein Ave Unit E La Puente, CA, 91748	2. Federal Identification: (Contract/Award No.)	3. Dollar Amount of Award: N/A		
	4. Contact Person: Van Nguyen	5. Phone: (include Area Code) (626) 810-1338		
	6. Reporting Period:	7. Date Report Submitted		
8. Program Code: N/A	(Use a separate sheet for each Program Code)			
Program Codes				
1. Flexible Subsidy	2. Section 202/811	3. Public/Indian Housing Development, Operation and Modernization	4. Homeless Assistance	5. HOME
6. HOME - State Administered	7. CDBG - Entitlement	8. CDBG - State Administered	9. Other CD Programs	10. Other Housing Programs

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% of Aggregate Hires Who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Total:			%

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

10. SECTION 3 ECONOMIC OPPORTUNITY PLAN (continued)

A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.

REMEMBER: All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES

- Enter into "first-source" hiring agreements with organizations representing Section 3 residents, such as Work Source or a local Workforce Investment Board. For more information, visit <http://www.calwia.org/lwia/index.cfm>
- Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations' database of local apprenticeship programs by visiting <http://www.dir.ca.gov/databases/das/ajgstart.asp>
- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as www.monster.com

11. SECTION 3 RESIDENT CERTIFICATION

SECTION 3 RESIDENT CERTIFICATION (2015 INCOME GUIDELINES)

Name: N/a

Address: N/a

I hereby certify that I am a Section 3 resident, based on the following qualification(s):

1. I am a Public Housing Resident (Specify Name of the Public Housing Site): _____

2. I am a low-income resident of the metropolitan area of Los Angeles/Orange County, based on the following:

Select your Family Size and gross annual Income Limits (from all sources):

FAMILY SIZE	INCOME LIMITS			
	<input type="checkbox"/> \$17,150 or Less	<input type="checkbox"/> \$17,151 to \$29,049	<input type="checkbox"/> \$29,050 to \$46,499	<input type="checkbox"/> \$46,500 or More
2	<input type="checkbox"/> \$19,950 or Less	<input type="checkbox"/> \$19,950 to \$32,199	<input type="checkbox"/> \$32,200 to \$53,149	<input type="checkbox"/> \$53,150 or More
3	<input type="checkbox"/> \$22,450 or Less	<input type="checkbox"/> \$22,450 to \$37,349	<input type="checkbox"/> \$37,350 to \$59,799	<input type="checkbox"/> \$59,800 or More
4	<input type="checkbox"/> \$24,900 or Less	<input type="checkbox"/> \$24,900 to \$40,499	<input type="checkbox"/> \$41,500 to \$66,399	<input type="checkbox"/> \$66,400 or More
5	<input type="checkbox"/> \$28,410 or Less	<input type="checkbox"/> \$28,410 to \$41,849	<input type="checkbox"/> \$41,850 to \$71,749	<input type="checkbox"/> \$71,750 or More
6	<input type="checkbox"/> \$32,570 or Less	<input type="checkbox"/> \$32,570 to \$48,149	<input type="checkbox"/> \$48,150 to \$77,049	<input type="checkbox"/> \$77,050 or More
7	<input type="checkbox"/> \$36,730 or Less	<input type="checkbox"/> \$36,730 to \$50,499	<input type="checkbox"/> \$50,500 to \$82,349	<input type="checkbox"/> \$82,350 or More
8	<input type="checkbox"/> \$40,890 or Less	<input type="checkbox"/> \$40,890 to \$54,799	<input type="checkbox"/> \$54,800 to \$87,649	<input type="checkbox"/> \$87,650 or More

3. I am not a public Housing or low-income resident of the metropolitan area of Los Angeles/Orange County.

Under penalty of perjury, I certify that the above information is true and correct:

Employee Signature _____

10/21/15

Date

To Be Completed by Employer

The above-named person is: a permanent full-time new-hire employee, who was hired on: _____

This person's job Classification is: _____

Business Name _____

Print Name of Owner/Agent _____

Signature of Owner/Agent _____

Date _____

To Be Completed By Local Contracting Agency (LCA)

Preference Category: Targeted Service Area Youthbuild McKinney Homeless Other Section 3

Census tract Number: _____ Income Level: Extremely Low Very low Low Moderate

Print Name of Section 3 Coordinator _____

Signature _____

Date _____

12. SECTION 3 BUSINESS CERTIFICATION

SECTION 3 BUSINESS CERTIFICATION FORM

Business Name:

California Professional Engineering, Inc.

Business Address:

929 Otterbein Ave Unit E
La Puente CA 91748

Telephone Number:

(626) 810-1328

Contract/Bid Amount: \$ (15,50)

1. The above mentioned business firm is a Section 3 business concern based on the following qualifications:

51-percent owned by Section 3 Residents
(Submit Resident Certifications with this business certification form)

At least 30-percent Permanent, full-time employees are Section 3 Residents
Total Number of all full-time employees _____, Number of Section 3 qualified Employees _____
(Submit the Resident Certification form(s) with this Business Certification form)

2. The above mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:

NDA

Written Commitment (Section 3 Economic Opportunity Plan), outline Intentions to:
Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or
Subcontract 25-percent or more of the contract amount to Section 3 qualified business concerns.

THE UNDERSIGNED DECLARES THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Signature of Owner/Principal

10-27-15

Date

California Professional Engineering, Inc.

Business Name

793907

License Number

To Be Completed by Local Contracting Agency

Preference Category: Targeted Service Area Youthbuild Other - Census Tract Number: _____

13. SECTION 3 SUMMARY REPORT

Contractor's SECTION 3 Economic Opportunity Report

Name and Address of Contractor or Subcontractor: California Professional Engineering Inc. 929 Offerbein Ave. Unit E La Puente, CA 91748		Date Report Submitted 10/27/15
Contact Person: Van Nguyen		Phone (Include Area Code) 626-810-1338
Federal IDN 95-4837794		Dollar Amount of Contract: N/A
Project Number:	Project Name: Installation of sports Field lighting system	

Part I: Employment & Training Opportunities provided to low-income individuals (Minimum Goal: 30% of New Hires)

JOB CLASSIFICATION	TOTAL NEW HIRES	LOW-INCOME NEW HIRES	% of Aggregate Hires Who are low-income
Technicians			%
Office/Clerical			%
Professionals			%
Construction Trade:			%
Construction Trade:			%
TOTALS	N/A	N/A	N/A %

Part II: Subcontracts Awarded (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

Name of Qualified Business Concern	Construction or Non-construction Contract	Amount
		\$
		\$
		\$
Total Dollar Amount of Subcontracts awarded to Section 3 qualified Business Concerns:		\$
Dollar Amount of All Subcontracts:		\$
Percentage of the total dollar amount awarded to qualified Business Concerns:		N/A %

Part III: Summary of the efforts that were made to generate economic opportunities

Trained and/or Employed _____ low-income individuals equal to _____ (%) of the aggregate new hires. (see reporting document)

Awarded Subcontracts to _____ qualified Business Concerns equal to _____ (%) of the contract amount. (see reporting document)

Attempted to recruit low-income individuals through:

- Advertised through local media, television, radio, newspaper (see reporting document)
- Signs prominently displayed at the project site (see reporting document)
- Contacts with community organizations
- Contacted management to notify residents and posted or distributed flyers at public housing authority (see reporting document)
- Participated in a program which promotes the training or employment of low-income individuals (see reporting document)
- Participated in a program which promotes the award of contracts to Section 3 Qualified Businesses (see reporting document)
- Contacted agencies administering HUD Youth-Build programs. (see reporting document)
- Maintained a file of eligible, qualified low-income Residents and qualified Business Concerns for future employment opportunities.

OTHER: _____

(see reporting document)

13. SECTION 3 SUMMARY REPORT (Continued)

Section 3 Summary Report

Economic Opportunities for Low- and Very Low-Income Persons

**U.S. Department of Housing
and Urban Development
Office of Fair Housing
and Equal Opportunity**

OMB Approval No. 2529-0043
(exp. 6/30/2004)

See back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip) California professional engineering inc. 929 otterbein ave unit E La Puente, CA 91748	2. Federal Identification: (contract/award no.) 05-4837794	3. Dollar Amount of Award: N/A
	4. Contact Person: VAN NGUYEN	5. Phone: (include area code) 626-810-1338
	6. Reporting Period:	7. Date Report Submitted: 10/27/15
8. Program Code: <input type="text"/> (Use a separate sheet for each program code)	9. Program Name:	

Part I: Employment and Training (* Include New Hires in columns E & F.)

*Program Codes

***Program Codes** 3 = Public/Indian Housing 4 = Homeless Assistance 8 = CDBG-State Administered
 1 = Flexible Subsidy A = Development 5 = HOME 9 = Other CD Programs
 2 = Section 202/811 B = Operation 6 = HOME-State Administered 10 = Other Housing Programs
 C = Modernization 7 = CDBG-Entitlement

13. SECTION 3 SUMMARY REPORT (Continued)

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

13. SECTION 3 SUMMARY REPORT (Continued)

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any *public and Indian Housing programs* that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 8 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to *recipients of housing and community development assistance in excess of \$200,000* expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to *contracts and subcontracts in excess of \$100,000* awarded in connection with the Section 3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to *employment and training*. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to *contracting*, and Part III summarizes recipients' *efforts* to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. *Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.*

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in Item 8. PHAs/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. *Low-income persons* mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.

9. Program Name: Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. *Very low-income persons* mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

14. FEDERAL LOBBYIST CERTIFICATION

FEDERAL LOBBYIST CERTIFICATION

California Professional Engineering, Inc.

Name of Firm: _____

Address: 929 Otterbein Ave Unit E La Puente

State: CA Zip Code: 91748 Telephone Number: (626) 810-1338

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

California Professional Engineering, Inc. By: _____
(Contractor/Subcontractor) _____ (Signature)

10-27-15

(Date)

President

(Title)



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

November 17, 2015

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

Dear Mayor and Members of the City Council:

APPROVE WITHDRAWAL FROM THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) JOINT POWERS AUTHORITY AGREEMENT (JPA)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Staff recommends that the City Council approve the proposed notice to withdrawal from the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority Agreement (JPA) and;
2. Authorize staff to issue a notice to the LA-RICS Joint Powers Authority of determination to withdrawal from the LA-RICS board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2009, the City of Huntington Park joined the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority (JPA) alongside over 80 other independent cities and agencies in support of the LA-RICS project. At the time of executing the Agreement, the JPA had no anticipated fiscal impact on the City and the Agreement provided the City with the option to withdrawal from the JPA without cost within a specified time period following approval of a Funding Plan.

The LA-RICS seeks to establish both a Land Mobile Radio (LMR) system and a Public Safety Broadband Data (LTE) system to support the communications needs of more than 34,000 first responders and other critical personnel within the Los Angeles region. The vision of LA-RICS is to create a unified system that will allow communication between agencies during day-to-day operations as well as during emergencies and catastrophic events.

At the formation of the LA-RICS JPA, there was no accurate estimation as to the construction or operational costs of the systems. Recently, participating agencies were

**APPROVE WITHDRAWAL FROM THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) JOINT POWERS
AUTHORITY AGREEMENT (JPA)**

November 17, 2015

Page 2 of 3

provided with estimated costs. However, there is vagueness in technical system designs given delays and conflicts with installation approvals of LTE towers within the Los Angeles County region.

A key provision of the LA-RICS Joint Powers Agreement is that construction of the system could not begin until after the adoption of a Funding Plan that specifies a means or formula for funding the construction, operation, and maintenance of the system, and an allocation of costs among members. On March 7, 2014, a Funding Plan was released to the JPA membership for 60-day review and comment. Feedback from JPA membership resulted in the release of a modified Funding Plan reflecting an annual operational fee and a 50% population-50% geography assessment formula. Absent endorsement from the JPA's Finance Sub-Committee, the Plan was submitted to the JPA's Governance Board and ultimately adopted on May 28, 2014. In a separate motion, the Board adopted a 180-day, opt-out period for JPA members.

On August 21, 2014, the Board extended the deadline for submission of written notices of withdrawal to November 23, 2015. Additionally, LA-RICS notified its membership that Member Funded JPA Operations costs, through November 23, 2015, would be advanced by the County of Los Angeles. Agencies that withdrawal prior to the November 23, 2015, deadline will not be liable for any costs incurred by the JPA.

The approved Funding Plan establishes the estimated cost for the City of Huntington Park to participate in the LA-RICS system for police radio and data services at \$6,899 in FY 2015/16 and increasing each year to approximately \$37,199 in FY 2031/32. The potential benefits to the City of Huntington Park do not justify the projected annual cost outlay. This is especially true considering that a viable, alternative interoperable communication system exists at considerably less expense such as the Interagency Communications Interoperability System (ICIS).

Since 2014, numerous member agencies have already taken steps to withdrawal for the LA-RICS JPA which include: Alhambra, Azusa, Bell Gardens, Beverly Hills, Burbank, Calabasas, El Segundo, Gardena, Glendora, Glendale, Long Beach, Pomona, San Marino, Santa Clarita, Santa Monica, South Pasadena, Rancho Palos Verdes, and Torrance. Additionally, if certain strategic assets and locations are lost by members withdrawing, the system coverage may need to be redesigned.

Moreover, the grant for the LA-RICS LTE system requires that LA-RICS services must be offered to non-member agencies on a subscription basis, which LA-RICS has not been advertising publicly. Joining LA-RICS on a subscriber basis after the project is completed may be a viable option should the City become dissatisfied with the LTE services of commercial carriers.

Due to the on-going issues and uncertainties with development the LA-RICS project, the costs associated with membership and the limitations identified within the current

**APPROVE WITHDRAWAL FROM THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) JOINT POWERS
AUTHORITY AGREEMENT (JPA)**

November 17, 2015

Page 3 of 3

systems, staff does not believe it is in the best financial, technical, and operational interests of the City of Huntington Park to remain a member of LA-RICS: thus, it is recommending withdrawal from the LA-RICS JPA.

FISCAL IMPACT/FINANCING

There is no cost to withdrawal.

CONCLUSION

Upon approval by City Council staff will issue a notice to the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority of determination to withdrawal from the LA-RICS board.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

A: The Los Angeles Regional Interoperable Communications System Authority Joint Powers Agreement



**The Los Angeles
Regional Interoperable
Communications System
Authority**

Joint Powers Agreement

January 2009

The Los Angeles Regional Interoperable Communications System Authority
Joint Powers Agreement
Table of Contents

RECITALS	1
Article I - GENERAL PROVISIONS	1
1.01 Purpose	1
1.02 Creation of Authority	2
1.03 Membership in the Authority	2
1.04 Term	2
Article II - Board of Directors	3
2.01 Composition of the Board	3
2.02 Appointment of Directors	3
2.03 Purpose of Board	4
2.04 Specific Responsibilities of the Board	5
2.05 Startup Responsibilities	6
2.06 Meetings of the Board	7
2.07 Minutes	7
2.08 Voting	7
2.09 Quorum; Required Votes; Approvals	7
Article III - OFFICERS, EMPLOYEES AND ADVISORY COMMITTEES	8
3.01 Chairperson, Vice-Chairperson and Secretary	8
3.02 Treasurer	8
3.03 Auditor	9
3.04 Bonding of Persons Having Access to Property	9
3.05 Other Employees	9
3.06 Privileges and Immunities from Liability	9
3.07 Advisory Committees	9
3.08 Membership of Advisory Committees	10
3.09 Meetings of Advisory Committees	10
3.10 Officers of Advisory Committees	10
Article IV - POWERS	10
4.01 General Powers	10
4.02 Power to Issue Bonds	10
4.03 Specific Powers	11
4.04 Limitation on Exercise of Powers	12
4.05 Obligations of Authority	12
4.06 Additional Powers to be Exercised	12

The Los Angeles Regional Interoperable Communications System Authority
Joint Powers Agreement
Table of Contents

Article V - CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS.....	12
5.01 Adoption of Funding Plan.....	12
5.02 Contributions.....	13
5.03 Accounts and Reports.....	13
5.04 Funds.....	13
5.05 Sharing of Frequencies.....	14
5.06 Violations.....	14
5.07 System Components.....	14
5.08 Adverse Impacts on System.....	15
Article VI - WITHDRAWAL AND TERMINATION.....	15
6.01 Withdrawal by Members.....	15
6.02 Financial Liabilities of Withdrawing Members.....	16
6.03 Retention of Assets by Withdrawing Members.....	16
6.04 Termination of Authority and Disposition of Authority Assets.....	16
Article VII - MISCELLANEOUS PROVISIONS.....	17
7.01 Notices.....	17
7.02 Amendment; Addition of Members.....	18
7.03 Fiscal Year.....	18
7.04 Consents and Approvals.....	18
7.05 Amendments to Act.....	18
7.06 Enforcement of Authority.....	18
7.07 Severability.....	18
7.08 Successors.....	19
7.09 Assignment.....	19
7.10 Governing Law.....	19
7.11 Headings.....	19
7.12 Counterparts.....	19
7.13 No Third Party Beneficiaries.....	19
7.14 Filing of Notice of Agreement.....	19
7.15 Conflict of Interest Code.....	19
7.16 Indemnification.....	19
7.17 Dispute Resolution/Legal Proceedings.....	20

Exhibit A – Members

**Joint Powers Agreement to Establish
The Los Angeles Regional
Interoperable Communications System Authority**

THIS JOINT POWERS AGREEMENT (the "Agreement") is made as of the Effective Date by and between the public agencies set forth in Exhibit A.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

RECITALS

Whereas the Members require wide area and interoperable communications, and Members acting independently have limited resources to construct a communications network providing these capabilities; and,

Whereas the Members have determined that working in concert to share radio communications resources is in the public interest, as doing so would provide the most effective and economical radio communications network for all participating public agencies; and,

Whereas the Members agree that the collective goal is to evaluate, establish, and participate in a public safety radio network to meet or enhance current public safety radio communications needs of Members and to provide an architecture capable of expanding to meet future needs; and,

Whereas, the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500 et. seq., (the "Act") to enter into this Agreement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, the Members agree as follows:

Article I - GENERAL PROVISIONS

1.01 Purpose.

This Agreement is to create an agency to exercise the powers shared in common by its Members to engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network (hereinafter referred to as the "Los Angeles Regional Interoperable Communications System", "LA-RICS", or the "System"). As part of this

purpose, Members will seek to meet or enhance the current public safety communications needs with a System capable of expanding to meet future needs; develop funding mechanisms; and resolve technical and operational issues in the development and management of the System. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth.

1.02 Creation of Authority.

Pursuant to the Act, the Members hereby create a public entity to be known as the "Los Angeles Regional Interoperable Communications System Authority" (hereinafter, the "Authority"). The Authority shall be a public entity separate and apart from the Members who shall administer this Agreement. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Members; however the Authority may undertake any action outside such geographic boundaries as is necessary and incidental to the accomplishment of its purpose.

1.03 Membership in the Authority.

Participation in the Authority is limited to public agencies, as defined by the Act, in the greater Los Angeles area that have approved and executed this Agreement, and contributed resources of any kind toward the construction and/or on-going operation of the System (including, but not limited to financial, personnel, frequency, equipment, radio site, real estate or other resources), as approved by the Board of Directors.

1.04 Term.

This Agreement shall become effective, and the Authority shall come into existence, when each of the following occurs (the "Effective Date"):

- (a) The Agreement is authorized and executed by the City of Los Angeles and the County of Los Angeles; and
- (b) Forty-five days has elapsed after the authorization and execution of the Agreement by both the City of Los Angeles and County of Los Angeles.

Prior to the Effective Date, public agencies may become Members of the Authority, without Board approval, by adoption and execution of this Agreement. After the Effective Date, membership is subject to approval by the Board as set forth in Section 7.02(a) of this document.

Article II - Board of Directors.**2.01 Composition of the Board**

The Authority shall be administered by a Board of Directors (the "Board") consisting of a minimum of eight (8) Directors and not more than seventeen (17) Directors identified by the following appointing authorities:

1. The City of Los Angeles City Administrative Officer
2. The City of Los Angeles Fire Chief
3. The City of Los Angeles Police Chief
4. The City of Los Angeles Chief Legislative Analyst
5. The County of Los Angeles Chief Executive Officer
6. The County of Los Angeles Fire Chief
7. The Sheriff of Los Angeles County
8. The County of Los Angeles Department of Health Services Director
9. The Los Angeles Unified School District Police Chief
10. The City of Long Beach
11. The Los Angeles Area Fire Chiefs Association
12. The Los Angeles County Police Chiefs Association
13. The California Contract Cities Association
14. At Large
15. At Large
16. At Large
17. At Large

2.02 Appointment of Directors

- (a) Each of the officials listed in 1 through 9 above may appoint one Director and one Alternate Director to the Board when the agency such official represents becomes a Member.
- (b) The City of Long Beach may appoint one Director and one Alternate Director to the Board when the City of Long Beach becomes a Member.
- (c) Each of the Associations listed in 11 and 12 above may appoint one Director and one Alternate Director to the Board when at least one member of their respective Association becomes a Member of the Authority.
- (d) The California Contract Cities Association may appoint one Director and one Alternate Director to the Board when at least one member of the Association becomes a Member of the Authority. In order to participate in the selection process, Association members must also be Members of the Authority.

(e) At Large Directors and Alternate Directors shall be selected by a majority vote of Member cities, other than the Cities of Los Angeles and Long Beach, as follows:

- (1) One At Large Director (and one Alternate Director) must represent a Member city that operates both independent police and fire departments;
- (2) Two At Large Directors (and two Alternates) must represent Member cities that operate an independent police department and/or an independent fire department; and
- (3) One At Large Director (and one Alternate Director) must represent a Member city not otherwise represented on the Board.

(f) Within fifteen (15) days after the Effective Date, eligible Member cities shall endeavor to meet and provide for the selection of the At Large Directors and Alternate Directors, and all other entities shall endeavor to appoint their Directors and Alternates. The logistics for filling the At Large Director and Alternate Director vacancies shall be provided for in the bylaws.

(g) At the time of appointment and for the duration of service, Directors and Alternate Directors shall be employees or officers of Members. All Directors and Alternate Directors shall be non-elected officials, with the sole exception of the Los Angeles County Sheriff.

(h) The term of office of each Director and Alternate Director shall be two years, or until a successor has been appointed. Directors and Alternate Directors may serve an unlimited number of terms.

(i) No Member can hold more than one seat on the Board concurrently, except that the County of Los Angeles and the City of Los Angeles can hold the Board seats designated by the eight individuals listed in items 1 through 8 in Section 2.01.

(j) An Alternate Director may act in their Director's absence and shall exercise all rights and privileges of a Director.

(k) Each Director and each Alternate Director shall serve at the pleasure of the appointing authority and may be removed by the appointing authority at any time without notice.

(l) Notice of any removal or appointment of a Director or Alternate Director shall be provided in writing to the Chair of the Board.

2.03 Purpose of Board.

The general purpose of the Board is to:

- (a) Provide structure for administrative and fiscal oversight;
- (b) Identify and pursue funding sources;
- (c) Set policy;
- (d) Maximize the utilization of available resources; and
- (e) Oversee all Committee activities.

2.04 Specific Responsibilities of the Board.

The specific responsibilities of the Board shall be as follows:

- (a) Identify participating entities needs and requirements;
- (b) Develop and implement a funding plan (the "Funding Plan") for the construction and on-going operation of a shared voice and data system;
- (c) Formulate and adopt the budget prior to the commencement of the fiscal year;
- (d) Hire necessary and sufficient staff and adopt personnel rules and regulations;
- (e) Adopt rules for procuring supplies, equipment and services;
- (f) Adopt rules for the disposal of surplus property;
- (g) Establish committees as necessary to ensure that the interests and concerns of each user agency are represented and to ensure operational, technical and financial issues are thoroughly researched and analyzed;
- (h) Provide for System implementation and monitoring;
- (i) Determine the most appropriate and cost effective maintenance plan for the System;
- (j) Provide for System maintenance;
- (k) Adopt and revise System operating policies and procedures, as well as technical and maintenance requirements;
- (l) Review and adopt recommendations regarding the establishment of System priorities and talk groups;
- (m) Address concerns of all System user agencies;
- (n) Oversee the establishment of long-range plans;

- (o) Conduct and oversee System audits at intervals not to exceed three years;
- (p) Arrange for an annual independent fiscal audit;
- (q) Adopt such bylaws, rules and regulations as are necessary for the purposes hereof; provided that nothing in the bylaws, rules and regulations shall be inconsistent with this Agreement; and
- (r) Discharge other duties as appropriate or required by statute.

2.05 Startup Responsibilities

The Authority shall have the duty to do the following within the specified timeframe or, if no time is specified, within a reasonable time:

- (a) To establish within three (3) months of the Effective Date of this Agreement the Advisory Committees designated in Section 3.07;
- (b) To use its best efforts to develop and adopt within nine (9) months of the Effective Date of this Agreement:
 - (1) A plan specifying a means or formula for determining the timing and sequencing of construction of the System consistent with the functional specifications; and
 - (2) A Funding Plan specifying a means or formula for funding the construction, operation and maintenance of the System; such Funding Plan shall include an allocation of costs among the Members, subscribers, and other funding sources;
- (c) To establish System participation pricing including start-up costs, and ongoing Subscriber/Member unit pricing to cover System operations, technical upgrades, and System replacement reserves;
- (d) To encourage other governmental and quasi-governmental agencies, including but not limited to, the State and Federal government, and special districts, to participate in LA-RICS;
- (e) To establish policies and procedures for the voluntary transfer and/or sharing of assets from Members;
- (f) To retain legal counsel; and
- (g) To evaluate the need for, acquire and maintain necessary insurance.

2.06 Meetings of the Board.

- (a) Regular Meetings. The Board shall provide for its regular meetings provided, however, that at least one regular meeting shall be held quarterly. The date, hour and location of regular meetings shall be fixed by resolution of the Board and a copy of the resolution shall be transmitted to each of the Members.
- (b) Special Meetings. Special meetings of the Board may be called by the Chair or as provided for in the bylaws.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code section 54950). As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member, Director and Alternate Director.
- (d) First Meeting. The first meeting of the Board shall be no sooner than fifteen (15) days after the Effective Date.

2.07 Minutes.

The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as practicable after each meeting, cause a copy of the minutes to be made available to each Director, the Members and other parties upon request.

2.08 Voting.

All voting power of the Authority shall reside in the Board. Each Director shall have one vote. An Alternate Director may participate and vote in the proceedings of the Board only in the absence of that Alternate's Director. No absentee ballot or proxy shall be permitted.

2.09 Quorum; Required Votes; Approvals.

A majority of the appointed Directors shall constitute a quorum of the Board for the transaction of business except that less than a quorum or the Secretary may adjourn meetings of the Board from time-to-time. The affirmative votes of a majority of the appointed Directors shall be required to take any action by the Board, except, two-thirds vote (or such greater vote as required by state law) of the appointed Directors shall be required to take any action on the following:

- (a) Establish start-up contributions from Members;
- (b) Adopt a Funding Plan;

- (c) Subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected jurisdiction, levy and collect, or cause to be collected, communication impact fees on new residential, commercial, and industrial development, as authorized by local, state, and federal law;
- (d) Change the designation of Treasurer or Auditor of the Authority;
- (e) Issue bonds or other forms of debt;
- (f) Adopt or amend the bylaws; and
- (g) Subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected jurisdiction, exercise the power of eminent domain.

Article III - OFFICERS, EMPLOYEES AND ADVISORY COMMITTEES

3.01 Chairperson, Vice-Chairperson and Secretary.

For each fiscal year, the Board shall elect a Chairperson and Vice-Chairperson from among the Directors, and shall appoint a Secretary, who need not be a Director. In the event that the Chairperson, the Vice-Chairperson or Secretary so elected resigns from such office or his/her represented Member ceases to be a Member of the Authority, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. Succeeding officers shall perform the duties normal to said offices. The Chairperson shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson shall sign contracts and perform all of the Chairperson's duties.

3.02 Treasurer.

The Treasurer and Tax Collector of the County of Los Angeles shall be the Treasurer of the Authority. To the extent permitted by the Act, the Board may change, by resolution, the Treasurer of the Authority.

The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Authority from whatever source, and shall have the duties and obligations set forth in the Act. For grants awarded to Members or third parties for use with the System, the Treasurer will work with the Member or third party to put in place appropriate fiscal controls to meet the grant requirements.

3.03 Auditor.

The Auditor-Controller of the County of Los Angeles shall be the Auditor of the Authority. To the extent permitted by the Act, the Board may change, by resolution, the Auditor of the Authority.

The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of the Act and generally accepted auditing standards.

3.04 Bonding of Persons Having Access to Property.

Pursuant to the Act, the Board shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the Authority and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.

3.05 Other Employees.

The Board shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary to carry-out the purpose of this Agreement.

3.06 Privileges and Immunities from Liability.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the Members or by reason of their employment by the Board, to be subject to any of the requirements of the Members.

3.07 Advisory Committees.

The Board shall establish the following Advisory committees:

- (a) Operations Committee – The Operations Committee's primary purpose is to review and recommend to the Board operating policies and procedures that will ensure the System resources are used efficiently to meet the needs of all Members.
- (b) Technical Committee – The Technical Committee's primary purpose is to review and recommend to the Board policies and procedures related to System performance, maintenance and other technical issues.

(c) Finance Committee – The Finance Committee's primary purpose is to review and recommend to the Board:

- (1) The Funding Plan;
- (2) A fiscal year budget; and
- (3) Financial policies and procedures to ensure equitable contributions by Members.

(d) Legislative Committee – The Legislative Committee's primary purpose is to review and recommend to the Board a plan for securing funding from state and federal governments and to advise the Board on regulatory and legislative matters.

3.08 Membership of Advisory Committees.

Each Director shall appoint one voting member to each Advisory Committee.

3.09 Meetings of Advisory Committees.

All meetings of each Advisory Committee shall be held in accordance with the Ralph M. Brown Act. For the purposes of convening meetings and conducting business, unless otherwise provided in the bylaws, a majority of the members of the committee shall constitute a quorum for the transaction of business, except that less than a quorum or the secretary of each Advisory Committee may adjourn meetings from time-to-time. As soon as practicable, but no later than the time of posting, the Secretary of the Committee shall provide notice and the agenda to each Member, Director and Alternate Director.

3.10 Officers of Advisory Committees.

Unless otherwise determined by the Board, each Advisory Committee shall choose its officers, comprised of a Chairperson, a Vice-Chairperson and a Secretary.

Article IV - POWERS

4.01 General Powers.

The Authority shall have the powers common to the Members and which are necessary or convenient to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04. As provided in the Act, the Authority shall be a public entity separate from the Members.

4.02 Power to Issue Bonds.

The Authority shall have all of the powers provided in Articles 2 and 4 of Chapter 5, Division 7, Title 1 of the California Government Code, including the power to issue bonds thereunder.

4.03 Specific Powers.

The Authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) To make and enter into contracts, including but not limited to, agreements for the purpose of acquiring real and/or personal property, equipment, employment contracts and professional services agreements;
- (b) To make and enter into contracts with subscribers who desire to utilize the System for their primary radio communications and affiliates who desire to utilize the System only for mutual or automatic aid;
- (c) To acquire, construct, maintain, or operate telecommunications systems or service and to provide the equipment necessary to deliver public services therefrom;
- (d) To acquire, construct, manage, maintain or operate any building, works or improvements;
- (e) To acquire, hold, lease, or dispose of property;
- (f) To employ or engage contractors, agents, or employees;
- (g) To sue and be sued in its own name;
- (h) To apply for, receive and utilize grants and loans from federal, state or local governments or from any other available source in order to pursue the purposes of the Authority;
- (i) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the individual respective Members;
- (j) To invest any money in the treasury, pursuant to the Act, which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code; and
- (k) To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

4.04 Limitation on Exercise of Powers.

All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Los Angeles, as may be amended from time to time.

4.05 Obligations of Authority.

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. In addition, pursuant to the Act, no Director shall be personally liable on the bonds or subject to any personal liability or accountability by reason of the issuance of bonds.

4.06 Additional Powers to be Exercised.

In addition to those powers common to each of the Members, the Authority shall have those powers that may be conferred upon it by subsequently enacted legislation.

Article V - CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS**5.01 Adoption of Funding Plan.**

It is a critical goal of the Authority to develop a Funding Plan that identifies funding sources and mechanisms, including a development schedule and phasing plan, which will permit the maximum feasible participation by Members. The Funding Plan shall be descriptive as to the contributions required from Members.

Prior to committing resources for the construction of the System, a proposed Funding Plan as designated in Section 2.05(b)(2) shall be developed.

In order for the Funding Plan to be considered by the Members prior to its adoption, the Board shall distribute the proposed Funding Plan to Members pursuant to Section 7.01. The proposed Funding Plan shall be accompanied by a description of the System, and reports and studies to allow Members to determine the System capability, cost, financing and the effects on individual Members. The Board shall also designate a period, which shall be not less than 60 days, during which Members may provide comments to the Board regarding the proposed Funding Plan.

After the comment period has expired, the Board may:

- (a) Adopt the Funding plan as proposed;
- (b) Revise the Funding Plan to address some or all of the Member comments; or
- (c) Reconsider the Funding Plan at a later date.

Notice shall be given to Members pursuant to Section 7.01 within five days of adoption of the Funding Plan. The notice shall include a copy of the adopted Funding Plan. The Board shall also designate a period, which shall be not less than 35 days after the Funding Plan is adopted, during which Members may submit written notice of immediate withdrawal from the Authority. There will be no costs for any Member that withdraws from the Authority within this time period.

After the Funding Plan has been adopted, and until contracts are awarded to design and/or construct the System, if the Funding Plan is revised in a manner which will substantially increase the financial obligations of the Members, then any Member so affected will have a further right to withdraw within a period designated by the Board, which shall be not less than 45 days after the adoption of the Revised Funding Plan. There will be no costs for any Member that withdraws from the Authority within this time period, except for obligations incurred prior to the adoption of the Revised Funding Plan.

5.02 Contributions.

The Members may, in the appropriate circumstance, or when required hereunder:

- (a) Make contributions from their treasuries for the purposes set forth herein;
- (b) Make payments of public funds to defray the cost of such purposes;
- (c) Make advances of public funds for such purposes, such advances to be repaid as provided by written agreement; or
- (d) Use its personnel, equipment or property in lieu of other contributions or advances.

No Member shall be required to adopt any tax, assessment, fee or charge under any circumstances.

5.03 Accounts and Reports.

The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of the Treasurer shall be open to inspection at all reasonable times by duly appointed representatives of the Members. The Treasurer, within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Members.

5.04 Funds.

The Treasurer shall receive, have custody of and/or disburse Authority funds in accordance with the laws applicable to public agencies and generally accepted

accounting practices, and shall make the disbursements required by this Agreement in order to carry out any of the purposes of this Agreement.

5.05 Sharing of Frequencies.

Members holding Federal Communication Commission (FCC) licenses to frequencies ("Licensee(s)") shall authorize the Authority to share the use of such frequencies and/or radio stations. Such use shall be in accordance with the Code of Federal Regulations, (47 CFR 90.179).

Any authorization for the use of such license shall be made pursuant to a written agreement between the Member and Authority. Revoking such authorization requires Member to provide twelve (12) months advance written notice to the Authority unless otherwise identified in written agreement. Licenses shall remain primary to the Member holding the license. Only the Member is allowed to make any modifications to its license(s) on behalf of the Authority, and the Authority shall pay all associated fees.

5.06 Violations.

Payment of fines and penalties imposed for operational or equipment violations shall be the responsibility of the entity committing the violation. If the entity responsible for a violation is not the FCC Licensee, then the responsible entity shall pay forthwith any fines imposed upon the Licensee, as specified in the bylaws.

5.07 System Components.

The System is comprised of components that include physical plant, infrastructure, frequencies, user equipment, and dispatch center equipment (the "System Components") as described in this Section 5.07. Members shall retain ownership of System Components that they contribute to construct or operate the System, unless otherwise agreed to in writing. The Authority shall retain ownership of System Components purchased by the Authority, unless otherwise agreed to in writing.

(a) **Physical Plant:** The Physical Plant includes the following: real estate, shelters, environmental controls, antenna support structures, power systems, security systems, and other site structures. The maintenance of the Physical Plant shall be in accordance with the requirements specified by the Authority and is the responsibility of the contributing Member, unless otherwise agreed to in writing.

(b) **Infrastructure:** Infrastructure includes the following: antenna systems, base station repeaters, diagnostic and alarm systems, microwave systems, backhaul systems, control equipment and all other related electronic equipment and software. The Authority is responsible for the operation and maintenance of Infrastructure.

(c) **Frequencies:** Frequencies are radio channels that have been licensed by the FCC in accordance with the Code of Federal Regulations. Licensees shall authorize

the Authority to share the use of such frequencies and/or radio stations subject to a separate frequency sharing agreement.

(d) **User Equipment:** User Equipment includes the following: mobile radios, portable radios, mobile data computers, radio data modems, control stations, and other related equipment. All User Equipment shall meet or exceed the minimum acceptable standards established by the Authority. In the event that any User Equipment is determined to be affecting the proper operation of the overall System as identified by the Authority, such User Equipment shall be immediately removed from service and shall not be returned to service until any deficiencies are resolved to the satisfaction of the Authority. The Authority shall maintain a list of User Equipment approved for operation on the System. Any changes to the User Equipment list shall be approved by the Authority. Such approval shall not be unreasonably withheld.

(e) **Dispatch Center Equipment:** Dispatch Center Equipment includes the following: dispatch consoles, logging recorders, system interfaces, and other ancillary equipment. The Authority shall maintain a list of Dispatch Center Equipment approved for operation on the System. Any changes to the Dispatch Center Equipment list shall be approved by the Authority. Such approval shall not be unreasonably withheld.

5.08 Adverse Impacts on System.

No Member, subscriber or affiliate shall take any action that adversely impacts the System. If the System is impacted by actions of a Member, subscriber or affiliate, the offending party shall take immediate action to return the System to its full operating state. The Authority, or its designee as set forth in the bylaws, shall make the sole determination of whether Member, subscriber or affiliate equipment or operations adversely impact the System.

Article VI - WITHDRAWAL AND TERMINATION

6.01 Withdrawal by Members.

After the periods referred to in Section 5.01, Members may withdraw from the Authority by giving notice as follows:

(a) Members who do not provide Infrastructure, Frequencies or Physical Plant to System shall provide to the Chairperson ninety (90) days advanced written notice of its intent to withdraw from the Authority;

(b) Members who provide Infrastructure, Frequencies or Physical Plant to System shall provide to the Chairperson twelve (12) months advanced written notice of its intent to withdraw from the Authority.

6.02 Financial Liabilities of Withdrawing Members.

Except as otherwise provided in Section 5.01:

(a) A withdrawing Member shall remain liable for all financial liabilities incurred during its membership in the Authority; however, the Member shall not be liable for any new financial liabilities incurred after submitting written notice to withdraw.

(b) The withdrawing Member must continue to pay its share of operating costs during the ninety day or twelve month period, as applicable, after submitting its written notice of the intent to withdraw.

(c) The Authority and the withdrawing Member may negotiate a buy-out agreement for early termination of membership to retire any ongoing financial obligations the Member shares with the Authority.

(d) If a withdrawing Member holds a seat on the Board, that Member's participation on the Board shall immediately cease when the written notice to withdraw is submitted.

6.03 Retention of Assets by Withdrawing Members.

Each Member shall hold its licenses and retain sole ownership of its licenses, including those authorized for use by the Member to the Authority. The licenses and any System Components provided by a Member to the Authority shall remain the sole asset of that Member unless otherwise negotiated. If requested by the Authority, the withdrawing Member shall consider options for the Authority's continued use of Member assets.

Acceptance of any option is at the sole discretion of the withdrawing Member. In addition, the use by the Authority of the withdrawing Member's System Components shall be terminated upon the effective date of withdrawal (twelve months from initial notice), and such System Components shall remain the sole asset of the withdrawing Member, unless otherwise agreed. Such withdrawing Member shall have no interest or claim in any remaining assets of the Authority, the Board, or of any of the remaining Members.

6.04 Termination of Authority and Disposition of Authority Assets.

Upon termination of this Agreement and dissolution of the Authority by all Members, and after payment of all obligations of the Authority, the Board:

(a) May sell or liquidate Authority property; and

- (b) Shall distribute assets, including real or personal property, in proportion to the contributions made by Members.

Any System Components provided by a Member to the Authority shall remain the asset of that Member and shall not be subject to distribution under this section.

Article VII - MISCELLANEOUS PROVISIONS

7.01 Notices.

Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The parties may give notice by:

- (a) Personal delivery;
- (b) E-mail;
- (c) U.S. Mail, first class postage prepaid;
- (d) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (e) Facsimile; or
- (f) Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

- (a) The date of personal delivery;
- (b) The third business day following deposit in the U.S. mail, when sent by "first class" mail;
- (c) The date on which the party or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (d) The date of transmission, when sent by e-mail or facsimile.

7.02 Amendment; Addition of Members.

(a) In addition to the original signatories to this Agreement, other public agencies may join the Authority as a Member, subject to the provisions of Section 1.03. The addition of any Member shall become effective upon:

- (1) The execution on behalf of such entity of a counterpart of this Agreement and the delivery of such executed counterpart to the Board; and
- (2) The adoption of a resolution of the Board admitting that agency to the Authority.

(b) This Agreement may only be amended by two-thirds of the Members, which must include the affirmative votes of the City of Los Angeles and the County of Los Angeles, evidenced by the execution of a written amendment to this Agreement. However, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if such action would:

- (1) Materially and adversely affect either the rating of bonds issued by the Authority, or bondholders holding such bonds; or
- (2) Limit or reduce the obligations of the Members to make, in the aggregate, payments which are for the benefit of the owners of the bonds.

7.03 Fiscal Year.

The Authority's 12-month fiscal year shall be specified in the Authority's bylaws.

7.04 Consents and Approvals.

Any consents or approvals required under this Agreement shall not be unreasonably withheld.

7.05 Amendments to Act.

The provisions of the Act, as it may be amended from time to time, which are required to be included in this Agreement, are hereby incorporated into this Agreement by reference.

7.06 Enforcement of Authority.

The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

7.07 Severability.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for

any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.08 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

7.09 Assignment.

No Member shall assign any rights or obligations under this Agreement without the prior written consent of the Board.

7.10 Governing Law.

This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

7.11 Headings.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

7.12 Counterparts.

This Agreement may be executed in counterparts.

7.13 No Third Party Beneficiaries.

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

7.14 Filing of Notice of Agreement.

Within 30 days after the Effective Date, or amendment thereto, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act.

7.15 Conflict of Interest Code.

The Board shall adopt a conflict of interest code as required by law.

7.16 Indemnification.

The Authority shall defend, indemnify and hold harmless each Member (and each Member's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including



attorney's fees), arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees.

7.17 Dispute Resolution/Legal Proceedings.

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:



Joint Powers Agreement

**City of Huntington Park Authorization
For Membership in the Los Angeles Regional Interoperability
Communications System Authority (LA-RICS)**

IN WITNESS WHEREOF, the City of Huntington Park, by order of its City Council, has caused this Joint Powers Agreement to be executed on its behalf by the Mayor, and attested by the City Clerk, as of the date so attested below.



Gregory Korduner, City Manager

March 2, 2009

DATE

ATTEST:



CITY CLERK

March 2, 2009

DATE



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 17, 2015

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

Dear Mayor and Members of the City Council,

APPROVE VEHICLE AND EQUIPMENT SURPLUS LIST AND AUTHORIZATION TO SELL VIA AUCTION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the attached vehicle and equipment surplus list; and
2. Authorize the Public Works Department to sell via auction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works Department is presenting a list of proposed vehicles and equipment to designate as surplus and to be sold via auctioned. The City strives to maintain a cost-effective vehicle and equipment fleet.

City staff periodically evaluates the cost-effectiveness of its vehicle/equipment fleet to determine if vehicles/equipment should transition from active daily use to surplus status. The City-owned vehicles and equipment listed have exceeded the programmed life expectancy and are no longer cost efficient to operate and/or have repair costs that exceed the salvage value per the City's Vehicle Replacement Policy.

Attached is the list of vehicles and equipment that are no longer dependable or cost-effective for daily use and/or meet the age and/or mileage requirements of the City's Vehicle Replacement Policy, and should be designated as surplus and sold through auction. Staff recommends that the vehicles delineated on the attached surplus list be disposed of by way of auction utilizing the services of US Auctions, 130 East 9th Street, Upland, CA 91786.

APPROVE VEHICLE AND EQUIPMENT SURPLUS LIST AND AUTHORIZATION TO SELL VIA AUCTION

November 17, 2015

Page 2 of 2

The City receives the full price for the auctioned vehicles and equipment and no fee is assessed for delivery. Property Room and Ken Porter Auctions were also considered to facilitate the auction, but were not selected based on prudent judgement and comparative pricing.

FISCAL IMPACT

The proceeds received from the auction will be allocated to the vehicle and equipment replacement account or returned to the funding sources from which the original purchases were secured, if required, per the City's Vehicle Replacement Policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicles will be sold via auction utilizing the services of US Auctions, 130 East 9th Street, Upland, CA 91786 which provides the most cost-effective solution.

CONCLUSION

Upon City Council approval, staff will process the proper documentation to auction the surplus vehicles and report the result of the auction at a future City Council meeting.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager


Michael Ackerman
City Engineer

ATTACHMENT

A. Vehicle and Equipment Surplus List 2015

Attachment A – Vehicle and Equipment Surplus List 2015

NO.	Unit#	Year	Description	License Plate #	Identification No.	Mileage
1.	950	2007	Ford Crown Vic	E-1264513	2FAFP71W37X123293	154,023
2.	908	2008	Crown Vic B/W	E-1234237	2FAHP71V98X101574	92,171
3.	910	2008	Crown Vic B/W	E-1234239	2FAHP71V48X101577	86,207
4.	38	1981	GMC Bus	E-755235	1GOY82J5BV810807	1273.9
5.	143	2002	Toyota Camry	4THL836	JTDBE32K020038261	119,294
6.	368	2008	Chevy Bus	1317368	1GBE5V1S88F410378	Not Av.
7.	977	2008	Chevy Bus	1307977	1GBE5V1GX8F407063	Not Av.
8.	976	2008	Chevy Bus	1307976	1GBEsV1G18F407063	Not Av.
9.	Not Av.	Not Av.	Chevy Bus	1307979	Burned Unit	Not Av.
10.	778	2003	BMW Motor.	E-10L16	WBI0499A53ZE90570	59608
11.	None	2001	St. Sweeper	4WBS828	1HTSCABP51H336460	58,289
12.	None	2003	St. Sweeper	6GXM143	49HAADBV13DK98953	32,875
13.	215	2002	Gym Cart	E-1160005	5ASAK274028055	4865
14.	None	N/A	Ford Ranger	8R92262	1FTYRIOU63PA54495	32,000
15.	None	N/A	Toyota sweeper	6TNJ769	N/A	77,574
16.	None	Not Av.	Pressure washer	611103	N/A	4159 Hrs.
17.	None	Not Av.	Pressure washer	611102	N/A	Not Av.
18.	None	Not Av.	Pressure washer	611101	N/A	Not Av.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 17, 2015

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

Dear Mayor and Members of the City Council:

APPROVE CALIFORNIA USED MATTRESS RECYCLING PROGRAM AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve an Agreement with the Mattress Recycling Council (MRC), to implement a five-year mattress recycling program from January 1, 2016 through December 31, 2021;
2. Authorize City Manager to execute agreement; and
3. Direct the Finance Department to send a quarterly invoice to the MRC for reimbursement of staff time.

BACKGROUND

In 2013, the State of California enacted Senate Bill 254; later amended by Senate Bill 1274, which requires mattress manufacturers to create a recycling program for mattresses discarded in the state. The MRC is a non-profit organization established by the mattress industry to develop and operate California's mattress recycling program. The MRC has contracted with providers to transport and recycle mattresses and box-springs from collection sites throughout the state.

DISCUSSION

The MRC is requesting permission to place a mattress collection container at the City of Huntington Park Public Works Yard for the purpose of collecting discarded mattresses. The City's waste hauler, and possibly at times City staff, will transport mattresses to the Public Works Yard for storage in the MRC's designated container. Once the MRC provided container is full, an MRC staff transporter will pick up the full container within two (2) business days of notification and an empty container will replace it.

APPROVE CALIFORNIA USED MATTRESS RECYCLING PROGRAM AGREEMENT

November 17, 2015

Page 2 of 3

Once the mattresses are transported to a recycling facility, the mattresses and box springs will be dismantled and the materials will be source separated for their materials (steel springs, cotton padding, polyurethane foam and clean wood). The recyclers are required to have end markets for each of the source separated materials and must reach a diversion rate of seventy-five percent (75%). The recyclers are also subject to audits to ensure materials are being recycled rather than landfilled.

As consideration under this Agreement, MRC, or its contractors, will provide the City of Huntington Park with collection containers, consumer brochures, project signage and facilitation of transporting program products. Additionally, MRC will reimburse the City for staff time rendered towards this program and MRC will perform other services incidental to the management of the program.

The City's reimbursement is based on staff compensation including salary and benefits; reimbursement allowance assumes two employees per container are required to load.

Based on survey data from existing mattress recycling facilities in California, the average time to fill a 53 foot container is approximately four (4) hours.

FINANCIAL/FUNDING ISSUES AND SOURCES

There is no direct expense to the City of Huntington Park to participate in this program. Discarded and abandoned mattresses are picked up by the Public Works Staff and stored at the Public Works Yard for pick up by the franchised hauler, United Pacific Waste.

The ratepayers and the City will save tipping (disposal) fees at the landfill by recycling used mattresses rather than throwing them away. Instead, this valuable commodity will be dismantled, source separated and reused thus extending the life of the landfill.

There is a nominal reimbursement for staff time as a participant of the MRC program. Staff is requesting that Finance Department invoice the MRC on a quarterly basis for work performed related to the program.

LEGAL/FIANCIAL REVIEW VERIFICATION

This report, in its entirety, has been submitted to, reviewed and approved by the City Attorney.

This report, in its entirety, has been submitted to, reviewed and approved by the Finance Department.

APPROVE CALIFORNIA USED MATTRESS RECYCLING PROGRAM AGREEMENT

November 17, 2015

Page 3 of 3

CONCLUSION

Upon City Council approval, staff will process all documentation to implement this agreement.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Michael Ackerman
City Engineer

ATTACHMENT

- A. California Used Mattress Recycling Program Used Mattress Collection Services Agreement between Mattress Recycling Council, Inc. and the City of Huntington Park

California Used Mattress Recycling Program

Used Mattress Collection Services Agreement

Between

Mattress Recycling Council, Inc.

and

THE CITY OF HUNTINGTON PARK

California Used Mattress Recycling Program

Collection Facility and Used Mattress Management Services Agreement

This Agreement is made on this ____ day of November, 2015 ("Agreement") by and between the City of Huntington Park (the "City") and Mattress Recycling Council, a Delaware corporation having its offices at 501 Wythe Street, Alexandria, VA 22182 ("MRC").

RECITALS

Whereas, MRC is the "mattress recycling organization" certified by the State of California to plan and implement a mattress recycling program in California (the "Program"), as set forth in California Public Resources Code §§ 42985 – 42994 (2014) (the "Act"), and is organized (among other things) to negotiate and execute agreements to collect and transport used mattresses for recycling;

Whereas, California Public Resources Code § 42987.1(o) requires that MRC develop and submit to the state of California a recycling plan that (among other things) provides for MRC to pay an amount to a municipal or solid waste facility or operation that accepts used mattresses dropped off by California residents at no charge (a facility) that both MRC and the facility determine is reasonable for the facility to accept, store, and handle such mattresses;

Whereas, the City operates one or more such facility(ies) in California;

Whereas, MRC and the City, pursuant to § 42987.1(o), wish to enter into this Agreement, which describes the terms and conditions under which the City will provide the Services described herein to MRC;

Now, therefore, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.1 "Consolidate" means (as applicable) accepting, handling, storing, and packing only acceptable Program Products into Collection Containers provided by, or approved for use by, MRC or its subcontractors in a manner that is efficient, complies with the requirements of MRC or its subcontractors, and is conducive to safe and efficient transport.
- 1.2 "Collection Containers" are containers provided by, or approved for use by, MRC or its contractors to hold and transport Program Products.
- 1.3 "Collection Facility(ies)" means all permanent or temporary collection facilities that are owned, leased, subleased, or otherwise controlled by the City and designated by the Program to collect Program Products, and as specifically identified in Attachment E ("Collection Facility Information").

- 1.4 “Effective Date” means the date that the parties’ obligations begin under this Agreement. The Effective Date is the first date shown above.
- 1.5 “Force Majeure” is defined in 14.2.
- 1.6 “Guidelines” are listed in Attachment D, and give a more specific overview of how the Program is to be implemented. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter these Guidelines at any time with or without prior notice.
- 1.7 “Including” (whether or not capitalized) means “including but not limited to.”
- 1.8 “Initial Term” is defined in Article 2.1.
- 1.9 “Law” means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker’s compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.10 “Materials and Activities” mean materials, supplies, tools, vehicles, equipment, labor, water, light, power, facilities, construction of any nature, supervision, and all other services, acts, activities, resources, and goods, but not Collection Containers, necessary for or otherwise used by the City to Collect, Pack, and otherwise comply with and fully perform its obligations under the Agreement.
- 1.11 “Non-Conforming Units” are Program Products that individual residents drop off at no-cost for recycling that are later determined to be contaminated or too damaged to recycle, and they must be disposed of as solid waste. Non-Conforming Units do not include any Units delivered by any entity other than an individual resident (i.e., a business or other entity).
- 1.12 “Non-Program Products” mean products not covered by the Program that are collected and/or managed by the City. Non-Program Products include: sleeping bags, pillows, an unattached mattress pad or mattress topper (even items with resilient filling intended to be used with or on top of a mattress), a car bed, crib or bassinet mattress, juvenile products or the pads used for such juvenile products, waterbeds, air mattresses that contain no upholstery material (such as a camping mattress), sofa beds and futons.
- 1.13 “Program Products” include “mattresses” (which are defined as a resilient material or combination of materials that is enclosed by a ticking [the outermost layer of fabric or related material of a mattress] and is intended or promoted for sleeping upon), “foundations” (for example, a box spring, which is used to support a mattress and may include constructed wood or other frames, steel springs, or other materials used alone or in combination), and a renovated mattress or renovated foundation.
- 1.14 “Program” means the California Used Mattress Recycling Program created by MRC.

- 1.15 “Services” means all services for which City is responsible, as described in this Agreement and in the Attachments hereto, including any and all Materials and Activities.
- 1.16 “State” means the State of California.
- 1.17 “Storage and Transportation Services Option” means the City’s option to provide its own storage and transportation of Program Products from their collection location to an MRC-contracted recycler. If this option is selected on Attachment A, City will be bound to the terms in Attachment F “Storage and Transportation Services” for such Services.
- 1.18 “Temporary Collection Events” mean an event hosted by the City to Consolidate Program Products at locations within the State that are short in duration and not at permanent collection facilities.
- 1.19 “Transportation Providers” or “Transporter” means a contractor hired by MRC or City to transport Program Products from the Collection Facilities or Temporary Collection Events. This term will apply to the City if City selects the Storage and Transportation Option listed on Attachment A.
- 1.20 “Unit” means a single Program Product dropped off at a facility by a California resident at no charge. For example, an individual mattress and an individual box spring would each be a single Unit.

ARTICLE 2 – TERM OF AGREEMENT

- 2.1 This Agreement will commence upon the Effective Date and will remain in full force and effect for a period of one (1) year (the “Initial Term”).
- 2.2 Prior to the expiration of the Initial Term, the City may extend this Agreement for an additional one (1) year term by providing MRC notice in writing at least sixty (60) days in advance of this Agreement’s termination.
- 2.3 Upon termination of this Agreement or other time agreed to in writing by the Parties, the City, will, at no additional cost to MRC (a) make all Collection Containers supplied by MRC or a subcontractor available for pick up by a Transportation Provider, (b) undertake the orderly cessation of the Services, and (c) cooperate fully at the direction of MRC in the orderly transition of the Services to its successor, if any.

ARTICLE 3 – GENERAL OBLIGATIONS OF THE CITY

- 3.1 In consideration of MRC’s payments, if any, to the City for Services, and for activities undertaken at MRC’s expense, the City will perform the Services provided for in Attachment A (“Scope of Work”) in conformity with the Program and Guidelines, except to the extent the Program and/or Guidelines conflict with the terms of this Agreement or any applicable Law.

- 3.2 The City will manage all Program Products Collected at the Collection Facilities only in accordance with Attachment A (“Scope of Work”), and will not dispose of Program Products in any other method without the prior written approval of MRC.
- 3.3 The City will be responsible for:
 - a. making day-to-day and critical decisions regarding the Services, including the management and supervision of all activities comprising the Services;
 - b. complying with all applicable Law; and
 - c. securing and locking the Collection Facilities at all times when the facilities are closed or not attended.
- 3.4 The City may amend Attachment E (“Collection Facility Information”) to add or delete sites, subject to MRC’s prior written approval for each such addition/deletion.
- 3.5 The City is responsible for and will manage, at its sole expense, any and all Non-Program Products it collects at the Collection Facilities or places in Collection Containers. MRC accepts no responsibility for such Non-Program Products, and will not pay City any consideration in connection with such Non-Program Products.
- 3.6 The City will not charge a per-unit fee to California residents that drop off Program Products with the City. This section does not preclude the City from charging fees for curbside collection or services other than Program Product drop off. Nothing in this Agreement prohibits the City from charging fees to California residents, businesses, or other entities for dropping off Non-Program Products.
- 3.7 The City will inspect each Unit before placing it in a Collection Container to confirm whether it is a Program Product. City will separate and document Non-Conforming Units dropped off by individual residents, will dispose of such Units as solid waste, and then will invoice MRC for such Units at rates listed in Appendix A. Non-Conforming Units obtained from businesses or other entities receive no compensation from MRC.
- 3.8 The City will provide the Services at its own risk and take every precaution to protect all public and private property during the performance of the Services. If the City’s personnel or equipment cause any damage to the property of MRC or its contractors, the City, at its sole expense, will promptly replace the damaged property or repair it to the condition existing before the damage.
- 3.9 The City will thoroughly familiarize itself with the nature and scope of the Services under this Agreement and with matters that may affect the Services, including the Law governing the Services, Guidelines, and this Agreement. Any failure by the City to thoroughly familiarize itself with such matters does not relieve the City of its obligations under this Agreement.
- 3.10 Work under this Agreement will be performed only by competent personnel under the indirect or direct management or supervision of the City.

- 3.11 The City will commit adequate resources to participate in the Program and meet its obligations under this Agreement, including providing, at its sole expense, any and all Materials and Activities.
- 3.12 The reporting and notification requirements identified in Attachment A (“Scope of Work”) and elsewhere in this Agreement are an integral part of the Services. The City will comply with all reasonable requests from MRC for preparation, access, review, and/or adjustment of these deliverables throughout the term of this Agreement.
- 3.13 The City will inspect the Collection Containers upon arrival and determine whether they are in proper condition for use. MRC or its contractor is responsible for replacing any defective Collection Containers and repairing normal wear-and-tear to the Collection Containers. The City will immediately notify MRC if at any point during the term of the Agreement a Collection Container(s) is not in proper condition for use and will not use any such defective Collection Containers until they are repaired or replaced by MRC or its contractor. If a Collection Container is functional, but is delivered in a damaged condition, the City will notify MRC or its contractor in writing of the nature and location of such damage upon the arrival of the Collection Container.

ARTICLE 4 – CITY REPRESENTATIONS AND WARRANTIES

- 4.1 The City represents, covenants, and warrants that:
 - a. it is a municipal corporation in good standing and qualified to carry on business in California, and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement;
 - b. this Agreement does not in any way conflict with any other agreements of the City;
 - c. it possesses the business, professional, and technical expertise, as well as training, Materials and Activities, facilities, and equipment necessary and required to perform the Services;
 - d. it will perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry, professional, and best management practices, and with the care and skill ordinarily exercised, for such Services; and
 - e. it and/or its facilities, equipment, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules, regulations, and regulatory or administrative bodies necessary to perform the Services.

ARTICLE 5 – MRC OBLIGATIONS

- 5.1 Upon receiving a request from the City, MRC will arrange for timely pick-up (i.e., within five (5) days for sites located in urban areas or within fourteen (14) days for sites located in rural areas) by a Transportation Provider of Program Products Consolidated by the City. MRC or an MRC contractor will, at its expense, arrange for the Transportation Provider to transport such Program Products after pick-up to intermediary locations, processors, or other final destinations that are part of the Program.
- 5.2 MRC will make available to the City consumer brochures and signage.
- 5.3 MRC’s Transportation Provider will provide Collection Containers to the City, or approve use of the City’s containers as Collection Containers, for each of the Collection Facilities. All Collection Containers supplied by MRC or a subcontractor will remain the property of the MRC or subcontractor (as applicable).
- 5.4 MRC has no authority to manage, direct, or supervise employees, representatives, or agents of the City, including how they perform the work and achieve compliance with applicable Law. MRC does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services.
- 5.5 Nothing herein creates an exclusive arrangement between MRC and the City. The City may not restrict MRC from contracting with other entities under the Program.

ARTICLE 6 – COVENANTS OF MRC

- 6.1 MRC covenants, represents, and warrants that:
 - a. it is a non-profit corporation validly existing under the laws of Delaware;
 - b. it has the corporate power, capacity, and authority to enter into and complete this Agreement; and
 - c. the execution and delivery of this Agreement has been validly authorized by all necessary corporate actions by MRC.

ARTICLE 7 – AGREEMENT TERMINATION

- 7.1 The City acknowledges that, except for any payments for rendering Services as specifically provided for in Attachment A (“Scope of Work”) of this Agreement at the Compensation Rates set in Attachment B, it will not receive any other monetary payments under this Agreement.
- 7.2 MRC or the City may terminate this Agreement at any time without cause upon sixty (60) days’ written notice to the other party.
- 7.3 Either party may terminate this Agreement or any Services under this Agreement immediately, upon prior written notice if the other party:

- a) has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or
- b) has violated applicable Law.

7.4 MRC may terminate this Agreement immediately:

- a) if City fails to maintain the insurance requirements described in this Agreement; or
- b) upon a finding by MRC in its sole and reasonable opinion that City has acted fraudulently or dishonestly in providing Storage and Transportation Services (as applicable).

7.5 This Agreement is contingent upon MRC's ability to fund the Program through fees collected on Mattress sales in the State. MRC may terminate the Agreement upon thirty (30) days' written notice if such funding is reduced to such an extent that, in MRC's sole and reasonable opinion, it is unable to fulfill its duties under this Agreement.

ARTICLE 8 – TITLE AND RISK OF LOSS

- 8.1 The parties acknowledge that the Program Products are not household hazardous waste.
- 8.2 The City (and not MRC) has title to and risk of loss and liability for any and all Program Products, Non-Conforming Units and Non-Program Products that the City receives. Notwithstanding the foregoing, once a Transportation Provider accepts for transportation any Program Products Collected by the City under this Agreement and Consolidated on a Collection Container, title to and risk of loss as to those Program Products, will transfer to that Transportation Provider. MRC at no time takes title to or assumes liability for any Program Products, Non-Conforming Units or Non-Program Products. However, MRC will require in its contracts with its Transportation Providers that they accept title and risk of loss immediately upon accepting any Program Products for transportation from the City.
- 8.3 MRC is not responsible for any damage to persons or property resulting from the use, misuse, or failure of any equipment used by the City, or by any of its employees or contractors, including the Collection Containers, even if such equipment is furnished, rented, or loaned to the City by MRC.

ARTICLE 9 – CONSIDERATION AND PAYMENT

- 9.1 As consideration under this Agreement, MRC or its contractors will (i) provide the City with Collection Containers, consumer brochures, and signage; (ii) facilitate the transportation of Program Products by Transportation Providers as set forth in this Agreement; (iii) pay the City for Services rendered as set forth in this

Agreement; and (iv) perform other services incidental to the management of the Program.

- 9.2 MRC's payment to City for Services Rendered in the manner set forth in Attachment B ("Compensation Rates") will be made in U.S. currency. Other than such payments, MRC will not provide the City with any monetary compensation or reimbursement for the City's Collection of Program Products, furnishing of the Materials and Activities, or its performance of the Services.
- 9.3 The City will invoice MRC on a monthly basis, either by hardcopy or electronically, as determined by MRC. Invoices furnished by the City under this Agreement must include the information included in Attachment C ("Model Invoice") and must state:
 - a. the unique, identifying invoice number;
 - b. the specific work categories of Services provided for under the Agreement;
 - c. the specific number of Units consolidated;
 - d. copies of each Transportation Bill of Lading or equivalent shipping documentation that includes the information included in Attachment D's "Model Bill of Lading" validating the number of units consolidated; and
 - e. any additional information as agreed to in writing by the parties that is relevant to the Services being performed by the City.
- 9.4 Each invoice must include the signature of the City employee responsible for submitting the invoice and a certification that the invoice accurately reflects the Services performed.
- 9.5 MRC reserves the right to refuse payment of any invoice or portion thereof that does not comply with this Article 9 and the Guidelines.
- 9.6 All amounts invoiced by the City to MRC, or paid by MRC to the City, are subject to audit by MRC, as described below in ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC.
- 9.7 The City will submit all invoices to MRC either electronically and/or by hard copy. If City submits the monthly invoice as a hard copy, City will send it to the address specified below.

To: Mattress Recycling Council Inc.
Attn: Accounts Payable
Fax: 703-683-4503
Phone: 1-855-229-1691
E-mail: clyons@sleepproducts.org
Address: 501 Wythe Street Alexandria, VA 22314

MRC will send all payments due to the City to the address specified below.

To: _____

Attn: _____

Fax: _____

Phone: _____

E-mail: _____

Address: _____

- 9.8 Provided that the City has supplied the required information and otherwise performed its obligations under this Agreement, MRC will pay such invoice within forty-five (45) days of the date that MRC receives the invoice. In the event MRC has a good-faith objection to an invoice, MRC will pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the City of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in ARTICLE 17 - DISPUTE RESOLUTION will be used to resolve such disputed portion of an invoice. During any such dispute, the City will continue with its responsibilities under this Agreement and will not stop providing the Services unless this Agreement is terminated pursuant to Article 7. MRC will make all payments due to the City over which there is no good-faith dispute.
- 9.9 MRC's payment of all or a part of an invoice neither relieves the City of any of its obligations under this Agreement nor constitutes a waiver of any claims by MRC.
- 9.10 The City warrants that, to the best of its knowledge, all documents, including invoices, billings, back-up information for invoices, and reports, submitted by the City to MRC to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The City warrants that MRC, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The City will promptly notify MRC upon discovery of any instances where the City becomes aware of any discrepancies in relation to documents under this Article.

ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC

- 10.1 MRC and its representatives may (a) monitor and verify that the City has complied with this Agreement, the applicable Law, and Guidelines; and (b) consult with the City about such compliance; provided, however, that MRC will not, and affirmatively disclaims any ability to, control, supervise or manage (1) the employees of the City; (2) the activities undertaken by the City in the performance of this Agreement; and (3) the means by which the City meets all requirements, including applicable Law.
- 10.2 MRC may audit and inspect, with full access, the City's Collection Facilities during the Collection Facilities' hours of operation, as well as any other site at

which the City performs the Services. MRC will provide the City with at least forty eight (48) hours' notice before any such audit or inspection. City staff shall accompany MRC during any inspection of the City's facilities.

- 10.3 The City will maintain and make available to MRC, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The City will permit MRC to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of any invoices, materials, records, and other data related to all other matters covered by this Agreement, unless such documents are confidential in accordance with the California Public Records Act (Govt. Code § 6250 – 6276.48). The City will maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date produced under this Agreement or until after final audit has been resolved, whichever is later. The City will include this requirement in any subcontract for the performance of any of the Services under this Agreement.
- 10.4 In addition to those reports detailed in Attachment A ("Scope of Work"), the City will maintain the following records:
 - a. For each pick-up of Program Products by a Transportation Provider from a Collection Facility, a copy of the Bill of Lading or equivalent shipping documentation that includes the information included in Attachment D's "Model Bill of Lading", that will be provided by the Transporter;
 - b. Records confirming the number of Units the City received at each Collection Facility including:
 - i. The number transported to MRC-contracted recyclers,
 - ii. The number of Non-Conforming Units dropped off by individual residents that City disposes of as solid waste, and
 - iii. The number transported to other entities;
 - c. Records of any inspections required by Law; and
 - d. Records of compliance for any required state and local employee trainings.

ARTICLE 11 – INDEMNIFICATION

- 11.1 The City, and its successors and assigns (collectively, the "Indemnifying Party"), will, to the fullest extent allowed by law, indemnify, defend, and hold harmless MRC and its sole member (as identified under MRC's Certificate of Incorporation), and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto

(collectively, "Claims"), including cost of defense, settlement, arbitration, and reasonable attorney's fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Indemnifying Party, or for which the MRC Indemnifying Party is legally liable under law excepting only such injury, death, or damage to the extent caused by the active negligence or willful misconduct of an MRC Indemnified Party.

11.2 MRC, and its successors and assigns (collectively, the "MRC Indemnifying Party"), will, to the fullest extent allowed by law, indemnify, defend, and hold harmless the City and its officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, the "MRC Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, "Claims"), including cost of defense, settlement, arbitration, and reasonable attorney's fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the MRC Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the MRC Indemnifying Parties, or for which the MRC Indemnifying Party is legally liable under law excepting only such injury, death, or damage to the extent caused by the active negligence or willful misconduct of an MRC Indemnified Party.

11.3 The following provisions apply to Paragraphs 11.1 and 11.2 above:

- a. This indemnity will not be limited by the types and amounts of insurance or self-insurance maintained by the Indemnifying or Indemnified Parties or their contractors;
- b. Nothing in this indemnity will be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party; and
- c. The provisions of this indemnity will survive the expiration or termination of this Agreement.

11.4 NEITHER MRC NOR THE CITY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. NOTHING IN THIS AGREEMENT

CONSTITUTES A WAIVER OR LIMITATION OF ANY RIGHTS THAT MRC OR CITY MAY HAVE UNDER THE APPLICABLE LAW.

ARTICLE 12 – INSURANCE

- 12.1 The City at its own expense must provide environmental and commercial general liability insurance with limits for each of not less than \$1 million for each occurrence, as well as any other insurance, such as, for example and without limitation, worker's compensation and automobile insurance, to the extent and in the amounts required by applicable law.
- 12.2 City's general liability insurance must be on a primary basis to any coverage available to MRC.
- 12.3 If City exercises the Storage and Transportation Services Option, it will also provide business automobile insurance with limits of not less than \$1 million combined single limit. City will provide a Certificate of Insurance with regard to the business automobile coverage that names MRC and its sole member (as identified under MRC's Certificate of Incorporation), and their officers, agents, and employees are named as additional insureds. No exclusion will be permitted in any event if it conflicts with a coverage expressly required in this Agreement, including but not limited to the indemnity provisions in Article 11 of the Agreement.
- 12.4 City is required to provide MRC with notification of any cancellation or change in City's insurance coverage during the period of the Agreement with MRC. Such notification must be made not less than sixty (60) days' prior to the date said cancellation or change becomes effective.
- 12.5 In the event a Certificate of Insurance required by this Article should expire or be cancelled during the term of this Agreement, City agrees to provide, at least sixty (60) days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than the remainder of the Agreement. In the event City fails to keep in effect at all times insurance coverage as herein provided, MRC may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
- 12.6 City will require all third parties that it uses to provide any services under this contract with MRC to comply with the same insurance requirements specified above.
- 12.7 Compliance by City with the foregoing requirements to carry insurance and furnish certificates will not relieve City from liability assumed under the provisions of this Agreement.
- 12.8 Upon the request of MRC, City must be able to provide evidence of insurance.

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTING

- 13.1 The City may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of MRC, which consent will not be unreasonably withheld. Any change of control by the City constitutes an assignment that requires prior written consent. A “change of control” includes, among other items, any merger, consolidation, sale of all or substantially all of the assets, or sale of a substantial block of stock. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.
- 13.2 MRC may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of the City, which consent will not be unreasonably withheld. Any change of control by MRC constitutes an assignment that requires prior written consent. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.
- 13.3 The City may subcontract any part of the Services with MRC’s prior written permission, such permission not to be unreasonably withheld. As part of any subcontract relating to this Agreement, the City must include the following Articles and Attachments to the extent applicable for the Services being provided by the Subcontractor: ARTICLE 8 – TITLE AND RISK OF LOSS, ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC, ARTICLE 12 - INSURANCE, ARTICLE 18 – COMPLIANCE WITH LAW, ARTICLE 19 – CONFIDENTIALITY/PUBLICITY, Attachment A (“Scope of Work”), and Attachment D (“Guidelines”). Nothing contained in this Agreement or otherwise creates any contractual relationship between MRC and any subcontractor of the City. A subcontract does not relieve the City of its responsibilities and obligations hereunder. The City is as fully responsible to MRC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the City.
- 13.4 The City’s obligation to pay its subcontractors is an obligation independent from MRC’s obligation to make payments to the City. As a result, MRC has no obligation to pay or to enforce the payment of any moneys to any subcontractor of the City.

ARTICLE 14 – FORCE MAJEURE

- 14.1 Any delay or failure of either party to perform its obligations hereunder will be suspended if, and to the extent, it is caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to terminate its obligations, such party will notify the other party in writing, in accordance with the requirements of Article 15, within 2 business days after becoming aware of the Force Majeure, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices will likewise be given after the effect of such occurrence has ceased.

14.2 An occurrence of a "Force Majeure" means riots, wars, civil disturbances, insurrections, labor strikes of MRC, City, contractors or subcontractors, acts of terrorism, epidemics, acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

ARTICLE 15 – NOTICES

15.1 Except where otherwise expressly authorized, notice will be by, facsimile, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either party may change the address information below by providing written notice to the other party. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

To: Mattress Recycling Council Inc.
Attn: Accounts Payable
Fax: 703-683-4503
Phone: 1-855-229-1691
E-mail: clyons@sleepproducts.org
Address: 501 Wythe Street Alexandria, VA 22314

To: _____
Attn: _____
Fax: _____
Phone: _____
E-mail: _____
Address: _____

ARTICLE 16 – INDEPENDENT CONTRACTOR STATUS

16.1 The parties intend that the City, in performing the Services specified herein, is acting as an independent contractor and that the City will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

- 16.2 Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.
- 16.3 Each party understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.
- 16.4 Third-party Transportation Providers are independent contractors and are not employees, partners, or agents of either party. Neither party is liable for the acts or omissions of third-party Transportation Providers under this Agreement. However, if City exercises the Storage and Transportation Services Option, City will be liable for any acts or omissions in providing such services.

ARTICLE 17 - DISPUTE RESOLUTION

- 17.1 Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State of California, in accordance with the rules of the American Arbitration Association.
- 17.2 The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.
- 17.3 Each party hereto accepts the jurisdiction of the courts of the State of California for the purposes of commencing, conducting, and enforcing an arbitration proceeding pursuant to this Article. Each party will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party according to Article 15.1, and such notice will have the same effect as if the party had been personally served within the State of California.
- 17.4 Any decision of an arbitrator engaged under this Article is final, binding, and enforceable upon both parties.
- 17.5 The City will continue with its responsibilities under this Agreement during any dispute.
- 17.6 The parties will continue to work during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.

17.7 Each party hereto will bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker will be shared equally between the parties.

ARTICLE 18 – COMPLIANCE WITH LAW

18.1 Each party will comply with all Law applicable to this Agreement.

18.2 The City will promptly notify MRC in writing upon discovery of any failure, or any allegation of any failure, of the City or other persons or entities to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.

18.3 Duties and obligations imposed by this Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed or afforded by applicable Law.

18.4 MRC will comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implemented regulations.

18.5 If services under this Agreement are funded with state funds granted to City, MRC will not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and will comply with the provisions of Government Code Sections 16645 through 16649.

18.6 The City will provide MRC with sixty (60) days' prior written notice before entering into negotiations or engaging in any direct or indirect lobbying activities with any government authority or agency to develop any variance or revision to Cal. Public Resources Code §§ 42985 – 42994.

ARTICLE 19 – CONFIDENTIALITY/PUBLICITY

19.1 Neither Party will disclose any details in connection with this Agreement to any person or entity without the other Party's prior written authorization, except as may be otherwise provided hereunder or required by law. However, in recognizing the City's need to identify its services and related clients to sustain it, MRC will not inhibit the City from publishing its role in the Program within the following conditions:

- a. The City may utilize and develop publicity material regarding the MRC Program only upon the prior written consent of MRC, which consent will not be unreasonably withheld; and
- b. During the term of the Agreement, the City will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of MRC without the prior written consent of MRC, which consent will not be unreasonably withheld.

19.2 The Collection Facilities may be listed, referenced, or advertised as collection sites by MRC for the Program during the term of this Agreement.

19.3 To the extent that the City is subject to disclosure requirements under the California Public Records Act (Govt. Code § 6250 – 6276.48) and other applicable federal, state, and local public record laws (collectively, "the Disclosure Laws"), the following additional terms apply:

- a. The City acknowledges that MRC claims that the pricing information in this Agreement constitutes proprietary information; and
- b. In the event the City receives a request for disclosure of such information or disclosure under the Disclosure Laws, the City will provide MRC with reasonable prior notice, and in no case less than ten (10) days' notice, of the request prior to disclosing the information or documentation. If MRC claims the information or documentation is exempt from disclosure under the Disclosure Laws, it must obtain a protective order, injunctive order, or other appropriate remedy from a California court of law before the City's deadline for responding to the request. If MRC fails to obtain such judicial relief within that time, the City may disclose the requested information without any penalty or liability to MRC.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

20.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

20.2 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.

20.3 **Entire Contract/Order of Precedence.** This Agreement and all Attachments and exhibits hereto, and all referenced documents, including the Guidelines, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents will be resolved in accordance with the following descending order of precedence:

- a. Attachment A ("Scope of Work);
- b. Attachment B ("Compensation Rates");

- c. Attachment F (“Storage and Transportation Services”), if applicable;
- d. The terms of this Agreement;
- e. Attachment D Guidelines;
- f. Attachment E (“Collection Facility Information”); and
- g. Attachment C (“Model Invoice”).

20.4 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized officers of the parties hereto.

20.5 **Governing Law/Venue.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State will govern its interpretation and effect. Any legal proceedings relating to this Agreement will initially be brought before a court of jurisdiction prescribed by law in the State of California.

20.6 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

20.7 **Calendar Days.** Any reference to the word “day” or “days” herein will mean calendar day or calendars days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.

20.8 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.

20.9 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.

20.10 **Survival of Terms.** All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement will so survive, including but not limited to:
ARTICLE 4 – CITY REPRESENTATIONS AND WARRANTIES; ARTICLE 8 –

TITLE AND RISK OF LOSS; ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC;

20.11 ARTICLE 11 – INDEMNIFICATION; ARTICLE 12 – INSURANCE; ARTICLE 16 – INDEPENDENT CONTRACTOR STATUS; ARTICLE 17 - DISPUTE RESOLUTION; ARTICLE 18 – COMPLIANCE WITH LAW; ARTICLE 19 – CONFIDENTIALITY/PUBLICITY; and ARTICLE 20 - MISCELLANEOUS.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth above.

By:

Authorized Signatory
Mattress Recycling Council, Inc.

Authorized Signatory
The City of Huntington Park

Print Name

Print Name

Print Title

Print Title

Date: _____

Date: _____

ATTACHMENT A: SCOPE OF WORK

As part of the Services under this Agreement, the City will do the following:

- 1) Provide the Services necessary to consolidate acceptable Program Products dropped off by individual California residents free of charge into Collection Containers for pick up by Transportation Providers.
- 2) Include no Non-Program Products, no Non-Conforming Units and no Units that are unsuitable for recycling in the Collection Containers provided by MRC or its subcontractors.
- 3) If exercising the Storage and Transportation Services Option, City will provide the services described in Attachment F.
_____ Please mark here if City elects to exercise this option.
- 4) If not exercising the Storage and Transportation Services Option for some or all of the Scope of Work, notify Transporter *before* collection containers are full to allow adequate time for Transporter to schedule pick-up services.
- 5) Provide to MRC a minimum of ninety (90) days' advance notice of any Temporary Collection Events conducted by the City that include the Collection of Program Products dropped off by individual California residents free of charge to be picked up by Transportation Providers at the Temporary Collection Event.
- 6) Provide reports to MRC on a monthly basis, within thirty (30) days after the end of each month, containing the date and location of any such Temporary Collection Events held by or on behalf of the City.

ATTACHMENT B: COMPENSATION RATES

Service	Description	Unit Price
<u>Program Product Consolidation</u>	MRC will compensate the City for all Units of Program Products dropped off by California residents free of charge that City Consolidates in a Collection Container picked up by a Transportation Provider. The City will not place either Non-Program Products, Non-Conforming Units or Units that are unsuitable for recycling in such Collection Containers.	\$____ per Unit
<u>Solid Waste Disposal of Non-Conforming Units</u>	MRC will compensate City for disposal of Non-Conforming Units dropped off by individual California residents free of charge. Excludes Units dropped off by businesses or other entities.	\$____ per Unit
<u>Storage and Transportation Services Option</u>	City may provide its own storage container and Transportation Services to transport above Units to an MRC-contracted recycler. Such Services will be governed by Attachment F ("Storage and Transportation Services")	Storage Container: \$____ per Month per Storage Container Transport: \$____ per Trip

ATTACHMENT C: MODEL INVOICE

City: _____

Collection Facility Location: _____

Unique Identifying Invoice Number: _____

Service (refer to Attachment B of Agreement for definitions of below Service terms)	Quantity of Units	Unit Price	Invoiced Amount
Program Product Consolidation		\$____ per Unit	
Solid Waste Disposal of Non-Conforming Units		\$____ per Unit	
Storage and Transportation Services Option Storage Container Fee		\$____ per Month	
Storage and Transportation Services Option Transport Services		\$____ per Trip	
TOTAL			

The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the City seeks payment through the Program. I hereby certify on behalf of the City that the attached back-up documentation is accurate.

Name:

Company Title:

Date:

ATTACHMENT D: GUIDELINES



**California Mattress Recycling Program
COLLECTION GUIDELINES**

October 2015

TABLE OF CONTENTS

CONTACTS

MRC Program Coordinators

Mark Patti
Southern California Coordinator
661-302-8888
mpatti@mattressrecyclingcouncil.org

Rodney Clara
Northern California Coordinator
415-509-8453
rclara@mattressrecyclingcouncil.org

Mattress Recycling Council Inc.
501 Wythe Street
Alexandria, VA 22314
www.mattressrecyclingcouncil.org

2	Program Materials
5	Mattress Collection & Handling
7	Transportation & Recycling
7	Recordkeeping
7	Program Withdrawal & Termination

About the Mattress Recycling Council

In 2013, California enacted Senate Bill 254, later amended by Senate Bill 1274, which requires mattress manufacturers to create a recycling program for mattresses discarded in the state. The Mattress Recycling Council (MRC) is the non-profit organization established by the mattress industry to develop and operate the California mattress recycling program. The Program will start on December 30, 2015.

MRC has contracted with service providers to transport and recycle mattresses and box-springs from collection sites throughout the state. For simplicity, we will refer to both mattresses and box-springs as just mattresses. These Guidelines describe the Program and what your facility needs to do to participate. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter these Guidelines at any time with or without prior notice.

What MRC Provides

Staff at all participating collection sites must be knowledgeable regarding these Guidelines before accepting mattresses.

MRC provides the following to participating solid waste facilities:

- A collection container to store mattresses that is appropriate for the number of mattresses that the collection site expects to generate and the site's available space
- Transportation from the solid waste facility to a contracted recycler
- No-cost mattress recycling services

PROGRAM MATERIALS

ACCEPTABLE

Only mattresses used and discarded in California can be accepted by the Program. The pictures below exemplify mattresses that are acceptable by the program.



A participating collection site may not charge for mattresses that are dropped off by individuals at its site and recycled through the Program.

UNACCEPTABLE

- Out-of-state mattresses
- Severely damaged, twisted, wet, frozen or soiled mattresses
- Mattresses infested with bed bugs or other living organisms
- Sleeping bags
- Pillows and cushions
- Loose bedding, blankets or sheets
- Car beds
- Juvenile products, i.e., a carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, or crib bumper
- Water beds
- Camping air mattresses
- Fold-out sofa beds
- Futons and furniture
- Loose mattress pads and toppers



Mattress Inspection and Examination

Facility staff should screen incoming mattresses to determine whether they are suitable for recycling and should remove mattresses that are:

- Excessively wet or frozen
- Severely twisted, punctured or crushed
- Infested with bed bugs or other living organisms
- Exceptionally soiled or moldy

Mattresses not suitable for recycling should be disposed of through your existing solid waste stream.

Bed Bug Identification

Mattresses and box springs infested with bed bugs are unacceptable for recycling and should be disposed of through your existing solid waste stream. Staff at collection sites should evaluate program materials for evidence of bed bug infestation.



Bed bugs are tan to brown in color, but may appear redder if they have fed.

Adult Bed Bugs are dorsally flat insects, broadly oval, and the size of an apple or melon seed (1/4").

Nymphs look like adults in shape but are smaller.

Eggs are white and barrel shaped.

Signs of bed bug activity may be more obvious than the insects themselves. Look for clusters of dark spots or smudges on mattresses (fecal spots), especially along seams. Eggs, shed skins, and all life stages of bed bugs may also be present in these 'soiled' areas.



For more information on bed bugs, please refer to the resources made possible by the Connecticut Coalition Against Bed Bugs at www.ct.gov/caes/CCABB

MATERIALS COLLECTION & HANDLING

Each collection site will have unique operational considerations. Participating facilities must make their own decisions about how to best manage their operations in the safest manner possible in accordance with applicable laws. At a minimum, each participating site must meet these requirements:

MINIMUM PROGRAM REQUIREMENTS	
SITE	Each collection site must be secure with adequate space and staffing to handle and store acceptable mattresses.
PERMITS	Each collection site must have knowledge of, and comply with all applicable federal, state and local laws. These may include, but are not limited to, zoning requirements, state permit requirements, and OSHA or other workplace requirements. Please contact your Local Enforcement Agency (LEA) to confirm whether your site is in compliance with all applicable notifications or requirements for accepting mattresses for recycling at your site. In many cases, this will be your County or local Public Health Department.
INSURANCE	Each collection site must maintain general liability insurance of at least \$1,000,000 per occurrence.
TRAINING	Staff at each collection site must be trained and knowledgeable regarding these Guidelines before accepting mattresses for recycling.
STORING & LOADING MATTRESSES <i>See page 6 for photos and guidelines</i>	Collection sites must keep mattress dry by storing in weather proof containers, or under cover, to maximize their recyclability. In addition, all collection sites must: <ul style="list-style-type: none">• Make every effort to place mattresses in MRC-designated storage containers immediately upon acceptance• Keep mattresses intact and not intentionally crush or puncture them• Efficiently stack mattresses to maximize the number of units loaded in each storage container• Provide oversight to keep unacceptable items out of MRC-designated storage containers• Remove any non-program materials from MRC-designated storage containers before transport to MRC recyclers• Practice good housekeeping standards, and keep storage containers and program materials in a neat and orderly condition
SITE ACCESS	Collection sites must allow MRC access to confirm compliance with these Guidelines.

Loading Mattresses in Storage Containers

Container Type	Number of Mattresses
20-foot sea container	25-40
30-yard roll-off container	25-35
40-yard roll-off container	25-40
48-foot trailer	110-180
53-foot trailer	125-190

Expected number of mattresses that should fit in various container sizes



Mattresses and box springs must be packed as efficiently as possible to maximize the number of units in each container.

TRANSPORTATION AND RECYCLING

Transporters

MRC will assign each collection site a transporter to provide a storage container and transport services.

- MRC contracted transporters will provide participating locations with evidence of automobile insurance coverage of at least \$1,000,000 per occurrence
- Each collection site must notify transporter at least 2 business days before a storage container is full of mattresses
- The assigned transporter will pick up full containers and drop off an empty container at the same time
- On the scheduled pick up day, the collection site must make the collection container readily accessible to the transporter
- At the time of pick-up, collection site staff must be present to sign a three-part Bill of Lading (BOL) supplied by the transporter that details the quantity of mattresses in the container, and must provide appropriate copies of the BOL to the transporter

A collection site may choose to provide its own storage containers and transportation at its own cost. These locations must contact the recycler directly to arrange for a convenient drop-off time.

Recyclers

Recyclers under contract with MRC will meet established recycling standards and accurately account for all mattresses it receives, the mattress components it recycles (e.g., foam, steel, wood, fiber, etc.), and any residual disposal. Solid waste facilities will be assigned a recycler by MRC to best service your facility.

PROGRAM WITHDRAWAL & TERMINATION

A collection site's participation in the California mattress recycling program is voluntary. Either party may withdraw from participation with 30 days' notice to the other party. MRC reserves the right to remove any collection site not in compliance with these Guidelines from further participation in the Program.

RECORDKEEPING

Bill of Lading:

A Bill of Lading (BOL) will be provided by the transporter. Before a full container leaves the site, the BOL must be completed and signed by facility staff. Following is a sample BOL and required information:

BILL OF LADING

Date:

Unique BOL #: pre-printed #

Collection Site/ Generator

Facility Name and Operator:

Address:

Type of Collection Site: solid waste facility mattress retailer other _____

Collection Container Type: 20 ft. sea container 30 yd. roll-off 40 yd. roll-off

53 ft. trailer 48 ft. trailer other: _____

Collection Site Count: Mattress and Box Spring Units: _____

Collection Site Certified Net Weight (if available): _____ lbs.

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

Name (print), Title

Signature

Date

Transporter

Company Name:

Address:

Truck #:

Name (print), Title

Signature

Date

Mattress Recycler

Date:

Company Name:

Address:

Recycler Count: Mattress Units: _____ Box Spring Units: _____

Net Weight of all Mattress and Box Spring Units: _____ lbs.

Comments/Count Discrepancies:

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

Name (print), Title

Signature

Date

ATTACHMENT E: COLLECTION FACILITIES / EVENTS

Provide all applicable information.

Site 1	1. Type: (fixed or temporary event)	
	2. Name of site/event	
	3. Street address for site or event	
	4. City, State, Zip Code for site or event	
	5. Permit holder	
	6. Phone # for general public	
	7. Days/hours	
	8. Drop off limits (self-imposed)	
	9. Service area (cities/towns)	
	10. Special site/event notes	
	11. Contact person's name and title	
	12. Contact person's agency/company	
	13. Contact person's phone	
	14. Contact person's email	
	15. Promote site/event on MRC site locator? (yes/no)	
	16. Advertise site in MRC ads? (yes/no)	
	17. Best newspapers and radio stations for promoting this site/event?	
	18. Additional information	

Site 2

1. Type: (fixed or temporary event)
2. Name of site/event
3. Street address for site or event
4. City, State, Zip Code for site or event
5. Permit holder
6. Phone # for general public
7. Days/hours
8. Drop off limits (self-imposed)
9. Service area (cities/towns)
10. Special site/event notes
11. Contact person's name and title
12. Contact person's agency/company
13. Contact person's phone
14. Contact person's email
15. Promote site/event on MRC site locator? (yes/no)
16. Advertise site in MRC ads? (yes/no)
17. Best newspapers and radio stations for promoting this site/event?
18. Additional information

Site 3

1. Type: (fixed or temporary event)
2. Name of site/event
3. Street address for site or event
4. City, State, Zip Code for site or event
5. Permit holder
6. Phone # for general public
7. Days/hours
8. Drop off limits (self-imposed)
9. Service area (cities/towns)
10. Special site/event notes
11. Contact person's name and title
12. Contact person's agency/company
13. Contact person's phone
14. Contact person's email
15. Promote site/event on MRC site locator? (yes/no)
16. Advertise site in MRC ads? (yes/no)
17. Best newspapers and radio stations for promoting this site/event?
18. Additional information

ATTACHMENT F: STORAGE AND TRANSPORTATION SERVICES

1. COMPENSATION

1.1. Rates.

1.1.1. The Rates for Storage and Transportation Services are set forth in Attachment B “Compensation” of this Agreement, and are incorporated by reference herein.

1.2. Payments to City.

1.2.1. In order to receive payment from MRC for Storage and Transportation Services, City, at its own expense, must provide MRC with a properly completed Bill of Lading as shown in Attachment D’s Guidelines, and an invoice as shown in Attachment C properly accounting for the Storage Containers and the Transportation Services.

2. SCOPE OF STORAGE AND TRANSPORTATION SERVICES

City’s responsibilities for providing Storage and Transportation Services are as follows:

2.1. General Requirements.

2.1.1. All Program Products placed in Collection Containers will become the responsibility of City until they are delivered to an MRC-contracted recycler, at which point responsibility and property will transfer to the recycler. At no time, however, will City own such Program Products.

2.1.2. City will provide, at its expense, a Bill of Lading to the recycler in a format that conforms to the Model Bill of Lading included in the Guidelines in this Agreement, Attachment D.

2.1.3. City will take every precaution to protect all public and private property during the performance of its responsibilities under this Agreement.

2.1.4. Any damage to property caused by City’s personnel or equipment (including that of its subcontractors) will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements will be solely the responsibility of City.

2.1.5. To the extent possible, City, in carrying out its work, must employ such methods or means that will not interrupt or interfere with the recycler’s work.

2.2. Providing Storage Containers.

2.2.1. City will have thirty (30) days from the date of this contract to provide storage container(s) to its designated collection location(s).

2.2.2. City will be responsible for keeping all Storage Containers and other equipment that City or its subcontractors provide in the performance of this Agreement in good working order and in a clean, sanitary and attractive condition, and as free from offensive odors as possible. Equipment is subject to periodic inspection by MRC.

2.2.3. All Storage Containers and other equipment provided by City or its subcontractors will be marked and properly identified in a method mutually acceptable to MRC and City.

2.2.4. City will post appropriate notices on Storage Containers provided by City or its subcontractors stating that such containers are only for temporary storage of mattresses and/or Program Products dropped off free of charge by California consumers, and that Program Products obtained from other entities, Non-Program Products and Units that are not suitable for recycling may not be placed in such Storage Containers.

2.3. Transportation of Program Products.

2.3.1. City will pick-up and transport collected Program Products from its solid waste facility(ies) to recycler's premises.

2.3.2. City is responsible for scheduling deliveries with the recycler. MRC will not be liable for any fees related to unscheduled, late or canceled deliveries made to the recycler.