

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Tuesday, November 1, 2016

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

**Graciela Ortiz**  
Mayor

**Marilyn Sanabria**  
Vice Mayor

**Jhonny Pineda**  
Council Member



**Karina Macias**  
Council Member

**Valentin Palos Amezcua**  
Council Member

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

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

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

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

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

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

### **Public Comment**

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

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

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

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

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

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

### **Important Notice**

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

## **CALL TO ORDER**

## **ROLL CALL**

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

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS AND ANNOUNCEMENTS**

Commission Update

Proclamation Proclaiming November 7-11, 2016, as "National Key Club Week"

## **PUBLIC COMMENT**

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

## **STAFF RESPONSE**

RECESS TO CLOSED SESSION

## **CLOSED SESSION**

1. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957(b)(1) -  
Title: Director of Public Works
2. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957(b)(1) -  
Title: Director of Community Development
3. CONFERENCE WITH LABOR NEGOTIATOR  
(Government Code Section 54957.6(a)) - Regarding Represented Employees  
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City  
Manager  
Employee Organization: Police Officers Association (POA)

RECONVENE TO OPEN SESSION

## **CLOSED SESSION ANNOUNCEMENT**

### **CONSENT CALENDAR**

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

#### **OFFICE OF THE CITY CLERK**

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

**1-1** Regular City Council Meeting held Tuesday, October 18, 2016.

**2. Resolution Approving a Destruction of Business Records of the Various Departments of the City**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No. 2016-49, Authorizing and Approving the Destruction of Certain Business Records no Longer Required.

#### **FINANCE**

**3. Approve Accounts Payable and Payroll Warrants dated November 1, 2016**

### **END OF CONSENT CALENDAR**

## REGULAR AGENDA

### CITY COUNCIL

#### **4. Consideration of Appointment for the Position of Director of Public Works and Authorization of Mayor to Execute the Employment Agreement**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conclude the recruitment process for the position of Director of Public Works; and
2. Approve the appointment of \_\_\_\_\_ for the position of Director of Public Works; and
3. Authorize the Mayor to execute the Employment Agreement subject to and conditioned upon the successful completion of a medical evaluation and background check.
4. The Employment Agreement will be presented to the City Council at the time a candidate is identified for potential employment, subject to the terms and conditions expressed above.

#### **5. Consideration of Appointment for the Position of Director of Community Development and Authorization of Mayor to Execute the Employment Agreement**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conclude the recruitment process for the position of Director of Community Development; and
2. Approve the appointment of \_\_\_\_\_ for the position of Director of Community Development; and
3. Authorize the Mayor to execute the Employment Agreement subject to and conditioned upon the successful completion of a medical evaluation and background check.
4. The Employment Agreement will be presented to the City Council at the time a candidate is identified for potential employment, subject to the terms and conditions expressed above.

## REGULAR AGENDA (Continued)

### FINANCE

6. **Ordinance Granting the Transfer of Ordinance No. 353-NS to Torrance Pipeline Company LLC, (Successor-in-Interest to Exxon Mobile Oil Corporation)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and introduce Ordinance No. 2016-951 granting the transfer of the ExxonMobil Oil Corporation Ordinance No. 353-NS to Torrance Pipeline Company LLC, for the use and maintenance of an existing underground pipeline; and
2. Schedule the adoption of Ordinance No. 2016-951, as described above, for the November 15, 2016, City Council meeting.

7. **Authorization to Enter into a Master Services Agreement with LANWAN Enterprises Inc. for the Provision of Information Technology Support Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Award the Master Services Agreement to LANWAN Enterprises Inc. for the provision of support services related to the operations and maintenance of the City, including the Police Department (the "City") information technology (IT) infrastructure; and
2. Authorize the City Manager to negotiate and execute a proposed agreement with LANWAN Enterprises Inc. in a total not-to-exceed amount of \$825,000 for a three-year period with equal, annual appropriations that align with the effective date of the agreement.

### PUBLIC WORKS

8. **Approve Pacific Boulevard Improvements Project and Construction Management Contract Change Orders 1 and 2**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve and authorize the City Manager to execute, the attached Change Order No. 1-1 Deductive Items, in the amount of (\$2,750,885.08), 1-2 Additive Items in the amount of \$1,503,492.32, and 2 Additive Items in the amount of \$4,940.04. The contract amount with Interlog HYM Engineering will decrease from \$3,730,511.29 to \$2,488,058.57; and

## **REGULAR AGENDA ITEM 8. (Continued)**

2. Approve the 1<sup>st</sup> Amendment to the construction management contract in the amount of \$83,415. The contract amount with AIM Consulting Services increases from \$141,600 to \$225,015.

### **9. Award Contract for Design of the Safe Routes to School (SR2S) Middleton Street Elementary School Project**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Award contract to the most qualified bidder for design of the Safe Routes to School (SR2S) Middleton Street Elementary School Project;
2. Authorize the City Manager or designee to execute the contract; and
3. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

### **10. Resolution Authorizing the Acceptance and Appropriation of the 2013 Call for Projects Grant from Metro for the Downtown Huntington Park "I-Park" System Implementation Project**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-50, Authorizing the Acceptance and Appropriation of the 2013 Call for Projects Grant from Metro for the City of Huntington Park Downtown "I-Park" System Implementation Project; and
2. Authorize the Public Works Department to advertise for bids.

## **OFFICE OF THE CITY MANAGER**

### **11. Approve Memorandum of Understanding (MOU) Opt-In Program for the 2017 Greater Los Angeles Homeless Street Count**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Memorandum of Understanding (MOU) with the Los Angeles Homeless Services Authority for the 2017 Greater Los Angeles Homeless Street Count; and
2. Authorize the Mayor to execute the MOU.

## END OF REGULAR AGENDA

### DEPARTMENTAL REPORTS (Information only)

### WRITTEN COMMUNICATIONS

### COUNCIL COMMUNICATIONS

**Council Member Valentin Palos Amezquita**

**Council Member Karina Macias**

**Council Member Jhonny Pineda**

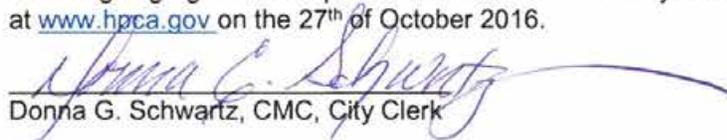
**Vice Mayor Marilyn Sanabria**

**Mayor Graciela Ortiz**

### ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, November 15, 2016, 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 within 72 hours at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) on the 27<sup>th</sup> of October 2016.

  
Donna G. Schwartz, CMC, City Clerk

## **MINUTES**

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, October 18, 2016

Sergeant at Arms read the Rules of Decorum

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:01 p.m. on Tuesday, October 18, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Valentin Palos Amezquita, Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Arnold Alvarez-Glasman, City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Manuel Acosta, Economic Development Manager; Michael Ackerman, Acting Public Works Director/City Engineer, and Donna Schwartz, City Clerk. ABSENT: Jan Mazyck, Interim Finance Director and Martha Castillo, Human Resources Director.

### **INVOCATION**

The invocation was led by Mayor Ortiz.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Kassandra Pocasangre, Miles Avenue Elementary School.

### **PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a "Certificate of Appreciation" to Kassandra Pocasangre for leading the Pledge of Allegiance.

Council presented a proclamation to Mr. and Mrs. Cristian Markovich, proclaiming October 15<sup>th</sup>, 2016, as "Pregnancy and Infant Loss Remembrance Day."

Kevin Hunt, General Manager, Central Basin Municipal Water District, presented a PowerPoint on Water Rate Adjustments.

Maria Figueroa, South Central Los Angeles Regional Center (SCLARC), presented a PowerPoint presentation on services provided to individuals with developmental disabilities and their families.

John Yonai, Tierra West Advisors, presented a PowerPoint update on the General Plan.

At 6:49 p.m. Vice Mayor Sanabria excused herself from the Council Chambers.

City Manager Cisneros announced agenda item 8 would be pulled and taken back to the Traffic Authority.

### **PUBLIC COMMENT**

Mayor Ortiz read a statement of release regarding charter moratorium clarifying that the temporary moratorium has been put in place for the benefit of the community and not as an indictment against charter schools specifically. The focus is on other amenities needed in the city such as building parks, shopping centers and healthy grocery stores with the quality of life being the main priority for the residents of Huntington Park.

At 6:52 p.m. Vice Mayor Sanabria reentered the Chambers.

1. Maria Pinedo, parent of a child who attends Alliance School, spoke in support of charter schools.
2. Jocielly Aure, Teacher, Middleton Street School, spoke in support of the extension to the moratorium.

## PUBLIC COMMENT (Continued)

3. Raul Rodriguez, commented on morals and values, previous comments made by Vice Mayor Sanabria, the behavior of Council and supports charter schools.
4. Valentin Palos Amezquita, commented on various issues: he being escorted out of the last city council meeting, his comments regarding safety, Council Member decisions regarding marijuana dispensaries, charter schools, contracts, and agenda item 3.
5. Wes Parker, commented on a father that was killed by an “illegal,” spoke in opposition to Council, remarked racist, appointment of the two commissioners and obeying the law.
6. Arthur Schaper, spoke in opposition to Council, noted Amezquita being escorted out, commented on decisions made by Council regarding marijuana dispensaries, charter schools, citizens sitting on commissions, “illegals” and citizenship.
7. Ebony Wheaton, CCSA, spoke in support of charter schools and in opposition to the extension of the moratorium.
8. Ingrid Villeda, United Teachers Los Angeles, spoke in support of public schools and the extension of the moratorium.
9. Cynthia Lopez, spoke in support of charter schools and in opposition to the extension of the moratorium.

At 7:20 p.m. Council Member Pineda excused himself from the Chambers.

10. Robin Hvidston, spoke in support of charter schools, nation of laws, commented on the appointment of the two commissioners, asked Council to do the right thing and appoint two citizens, and commented on an article in the *Guardian Newspaper*.

At 7:23 p.m. Council Member Pineda returned to the Chambers.

At 7:24 p.m. Vice Mayor Sanabria excused herself from the Chambers.

11. Daniel Moran, Elementary School Teacher, spoke in support of both public and charter schools, suggested putting a cap on charter schools for control and supports the extension of the moratorium for control and feels it's a healthy step for both public and charter school sectors.
12. Tessy Garcia, Alta Schools, commented on a previous comment regarding immigration, spoke in support of charter schools and is in opposition to the moratorium.
13. Ayde Bravo, Teacher, noted kids need space, clarified that the moratorium is not against the charter schools but to stop the saturation of them, and voiced concern with charter school teachers not having a background check, being finger printed or having credentials.
14. Sandra Orozco, opposed to the two illegal immigrants appointed to the commissions, commented on Federal law, commented on city attorney and city manager, agrees with charter school teachers should have a background check, noted council receiving campaign contributions, spoke in opposition to Council.
15. Jorge Corona, spoke in support of charter schools stated teachers are qualified and asked Council to support the citizens.

At 7:39 p.m. Vice Mayor Sanabria returned to the Chambers.

## **PUBLIC COMMENT (Continued)**

16. Maria Miranda, Teacher, complimented Council, noted graffiti she had seen and was gone the next day, agrees the city has great public schools, spoke in support of the extension of the moratorium, asked Council to continue to do great work, stand up to those who bully you and supports all the parents who attended.
17. Betty Robinson, We the People Rising, noted a Remembrance Project conference she attended for those killed by illegals and commented on the two appointments.
18. Rodolfo Cruz, commented on comments made by Council at the last city council meeting, feels government is corrupt, mentioned upcoming elections, commented on marijuana being an option, and events at parks used by Council.
19. Lydia Torres, Teacher, feels the City needs to provide green space and more recreation activities for the kids, healthy stores so kids can eat better and feels charter schools need to be regulated and to accept all children.
20. Larissa Mondragon, Aspire, spoke in support of charter schools and opposed to the extension of the moratorium.
21. Ana Magana, spoke in support of public schools, children need more, need funds and asked Council to help move children forward.
22. Laura Herrera, spoke in support of charter schools, opposed to agenda item 3 #5 and asked that it be pulled.
23. Bertha Martinez, Teacher, spoke in support of public schools and the extension to the moratorium.
24. Betty Retama, commented on the Pacific Boulevard project and concerned with it being an inconvenience to peoples businesses and those with disabilities and the behavior of Council.
25. Janet West, spoke in support of Council Member Amezquita, read portions of a resolution regarding commissions, spoke in opposition to the two appointments remarked they should be deported, and commented on agenda item 7.
26. Marisela Padilla, Teacher, Ellen Ochoa Learning Center, spoke in support of the extension of the moratorium and public schools.
27. Marcelina Becerra, asked council to reconsider the extension of the moratorium and spoke in support of charter schools.
28. Juan Jose Mangandi, spoke in support of the extension of the moratorium and all the teachers that work for LAUSD.
29. George Franco, noted City of Bell is asking for volunteers to be on their commissions, commented on the decision by council regarding the marijuana dispensaries and asked to allow the people to vote for the community, commented on agenda item 8, voiced concern with cars parking in the green zone in his neighborhood for days and don't receive tickets signs being taken down and curbs not being painted red on the west side.
30. Robert Lauten, commented on city finances, and spoke in opposition to the Pacific Boulevard project with regard to the sidewalks and bike lanes.
31. Bo Adler, Teacher, South Gate Middle School, commented on comments made my prior speakers and remarks about illegals and spoke in support of the extension of the moratorium.

## **PUBLIC COMMENT (Continued)**

32. Francisco Rivera, noted bus stops that need attending to that are on Slauson, Florence and Gage, feels Huntington Park can do better, noted his dedication of picking up trash in the city, announced he was the one who removed the graffiti from the sign, reports illegal dumping and commented on him voting.
33. Diana Guillen, spoke in support of public schools.
34. Mike McCoy, voiced concern with things getting worst in the City of Huntington Park, supports charter schools and spoke in opposition to Council.
35. Brenda Najara, Prepa Tech and Aspire, spoke in support of charter schools.
36. Espinosa, spoke in support of public schools.
37. Susan Martinez, PrepaTech/Aspire, spoke in support of charter schools and in opposition to the extension of the moratorium.
38. Ebony Batiste, Teacher for LAUSD, spoke in support of the extension of the moratorium and public schools.

## **STAFF RESPONSE**

Mayor Ortiz asked City Manager Cisneros to clarify the comment regarding the city's finances. City Manager Cisneros stated this is not the case in Huntington Park.

Mayor Ortiz asked City Manager Cisneros to give an update on the Pacific Boulevard construction. City Manager Cisneros stated that it was the goal by Council and staff to complete the project by the holiday season and before the holiday parade takes place and that there was a time line that the funds needed to be expended.

Mayor Ortiz asked to clarify a marijuana dispensaries next to Walnut Park. City Manager Cisneros stated there are zero dispensaries operating in the City of Huntington Park and the one mentioned is not in our jurisdiction but in County area.

Mayor Ortiz asked City Clerk to clarify the application process for the commission. City Clerk Schwartz explained that applications are picked up either by calling or by coming by the Office of the City Clerk, applications are received and provided to Council for review and consideration. Mayor Ortiz also stated each Council Member does their appointment how they wish and how they want to interview and make their appointments.

Mayor Ortiz asked Acting Public Works Director/City Engineer Michael Ackerman to contact Francisco Rivera regarding the bus stops.

Council Member Amezcua noted a comment by Rodolfo Cruz regarding a tree and the comment made by Laura Herrera regarding consent item 3. City Manager stated staff has discussed the tree with Mr. Cruz and has tried their best to satisfy his concern, with regard to the consent item 3 the item was inadvertently left off the budget and was approved earlier this year.

## **CLOSED SESSION**

At 8:46 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)

City of Huntington Park v. County of Los Angeles, et al.  
L.A.S.C No. BC 547969

At 9:09 p.m. Mayor Ortiz reconvened to open session. All Council Members present.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Arnold Alvarez-Glasman announced Council discussed closed session, no action taken nothing to report.

## **CONSENT CALENDAR**

Council Member Amezquita pulled item 3 for discussion.

Council Member Pineda called for the question, seconded by Vice Mayor Sanabria to end debate. Motion passed 4-1 by the following vote:

ROLL CALL:

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

**Motion:** Vice Mayor Sanabria motioned to approve consent calendar items, seconded by Council Member Macias. Motion passed by the follow votes:

Item 1: Motion passed 4-1.

Item 2: Motion passed 4-1.

Item 3: Motion passed 5-0 with the exception of Amezquita opposed to #5.

## **OFFICE OF THE CITY CLERK**

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

**1-1** Regular City Council Meeting held Tuesday, October 4, 2016.

ROLL CALL:

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

## **FINANCE**

2. Approved Accounts Payable and Payroll Warrants dated October 18, 2016.

ROLL CALL:

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

3. 1) Authorize the expenditure in a not-to-exceed amount of \$76,000 for a Christmas Parade; 2) approve the use of public streets; and the closure of certain streets including Pacific Boulevard between Slauson 000000and Florence Avenues; and closure of portions of Gage, Zoe and Saturn Avenues; 3) authorize the expenditure in a not-to-exceed amount of \$50,000 for Holiday Decorations; 4) ratify the expenditure of \$70,000; and 5) authorize the expenditure of \$425,000 for the fixed route transportation program.

ROLL CALL:

AYES: Council Member(s): Amezquita (3:1-4 with the exception of #5), Pineda, Macias, Vice Mayor Sanabria and Mayor Ortiz  
NOES: Council Member(s): Amezquita (3:5)

## **END OF CONSENT CALENDAR**

## REGULAR AGENDA

### CITY CLERK'S OFFICE

#### 4. Council Appointments to Youth Commission

City Manager Cisneros introduced the item and announced number of appointments for each Council Member.

Mayor Ortiz opened up the appointments.

#### **Appointments as follows:**

Council Member Macias appointed Angel De Santiago and Kaitlyn Zesati to the Youth Commission for an unexpired term ending March 2017.

Council Member Amezcuita – No appoint.

Mayor Ortiz appointed Karol Gutierrez to the Youth Commission for an unexpired term ending March 2019.

Council Member Amezcuita – No appoint.

Vice Mayor Sanabria appointed Joel Palma to the Youth Commission for an unexpired term ending March 2019.

#### 5. Appointment of City Council Member to the Greater Los Angeles County Vector Control District Board of Trustees

City Manager Cisneros introduced the item.

**Motion:** Mayor Ortiz motioned to appoint **Vice Mayor Sanabria** to the Greater Los Angeles County Vector Control District Board of Trustees for a **two (2) year term**, effective January 2017 first Monday at Noon, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

#### ROLL CALL:

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

#### 6. Approve Resolution Amending Appointment of Representatives to the Independent Cities Risk Management Authority's Governing Board (ICRMA)

**Motion:** Council Member Amezcuita motioned to adopt Resolution No. 2016-48, seconded by Council Member Macias, failed due to substitution motion.

Council Member Pineda requested he be removed from the Board.

**Substitute Motion:** Council Member Pineda motioned to adopt Resolution No. 2016-48 appointing **City Manager Edgar Cisneros** as Alternate, **City Clerk Donna Schwartz** as Alternate and **Human Resources Director Martha Castillo** as the Sub Alternate, to the Independent Cities Risk Management Authority's Governing Board (ICRMA), seconded by Mayor Ortiz. Motion passed 5-0 by the following vote:

#### ROLL CALL:

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

## **REGULAR AGENDA (Continued)**

### **PUBLIC WORKS**

#### **7. Approve Design, Specifications and Advertise for Bids for State Street Complete Street Project**

**Motion:** Mayor Ortiz motioned, with the condition that the City look into the grant to determine whether or not the grant can still be awarded if the project is modified to not include the elimination of a traffic lane, approve design and specifications for the State Street Complete Street Project, authorize the Public Works Department to advertise for bids, approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project, authorize Staff, under the currently approved Augmentation Contract, to proceed with necessary work (Bid Advertisement, Bid Analysis, Project Management, Construction management, Inspection, Administration) in compliance with the terms and conditions of the contract, and not to exceed 10% of the project budget for State Street Complete Street Project, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

#### **8. Review of a Request for Installation of Parking Ticks Along 61<sup>st</sup> Street Between Maywood and Loma Vista Avenue**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discussion and/or action regarding a request for installation of Parking Ticks along 61<sup>st</sup> Street between Maywood Avenue and Loma Vista Avenue.

City Manager Cisneros requested this item go back to the Traffic Authority.

### **END OF REGULAR AGENDA**

### **PUBLIC HEARING**

### **COMMUNITY DEVELOPMENT**

#### **9. Extension to Urgency Ordinance No. 2016-949, Pursuant to Government Code Section 65858, Establishing a Temporary Moratorium on the Establishment and Operation of Charter Schools for Ten Months Fifteen Days within the City**

City Manager Cisneros introduced the item.

Mayor Ortiz opened the item up for public comment.

#### **Public Comment**

1. Maria Pineda, spoke in support of charter schools and is opposed to the extension of the moratorium.
2. Gloria Rodriguez, spoke in support of both public and charter schools.

## **PUBLIC HEARING ITEM 9 (CONTINUED)**

### **COMMUNITY DEVELOPMENT**

#### **Public Comment (Continued)**

3. Brenda Najara, spoke in support of charter schools and looking for an impasse.
4. Tessy Garcia, spoke in opposition to the extension of the moratorium.
5. Maria Silva, spoke in support of both public and charter schools.
6. Gary Porter, spoke in support of the extension of the moratorium.
7. Sandra Orozco, spoke in support of all the parents, public schools and feels the charter school teachers should go through background checks.
8. Victor Silva, spoke in support of charter schools and is opposed to the extension of the moratorium.
9. Ebony Wheaton, CCSA, noted that a letter from their attorney was emailed to the City Clerk today requesting to distribute to the City Council and spoke in support of the charter schools.

Mayor Ortiz closed public comment and asked the City Attorney to clarify the jurisdictions of LAUSD and the City.

City Attorney Alvarez-Glasman announced that the letter from Arthur Freedman of Shephard Law was received by their office and by the City Council and should be noted by the City Clerk for the record. Mr. Alvarez-Glasman explained that the urgency ordinance is solely for land use not shutting down any existing charter or public school. What is before the Council is for consideration a moratorium in order to allow the city and city staff to review and evaluate development/zoning standards as they relate to charter schools no student is going to be displaced no discrimination to any type of education, they city has the ability under government code to evaluate land uses within its jurisdiction which is different then what a school board does, they have the ability to evaluate school policy and how education is dispensed. The City has the ability to evaluate land use.

**Motion:** Vice Mayor Sanabria motioned to adopt Urgency Ordinance No. 2016-950, extending Urgency Ordinance 2016-949, establishing a temporary moratorium on the establishment and operation of charter schools for ten months and fifteen days within the City, seconded by Council Member Macias. Motion passed 4-1 by the following vote:

ROLL CALL:

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

### **DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** – None.

At 10:13 p.m. Council Member Macias motioned to adjourn the meeting, seconded by Mayor Ortiz. Motion passed 4-1 by the following vote:

ROLL CALL:

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

**COUNCIL COMMUNICATIONS** – None.

**ADJOURNMENT**

At 10:13 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, November 1, 2016, at 6:00 P.M.

Respectfully submitted,

---

Donna G. Schwartz, CMC, City Clerk

DRAFT



# CITY OF HUNTINGTON PARK

City Clerk's Office  
City Council Agenda Report

November 1, 2016

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:

## **RESOLUTION APPROVING A DESTRUCTION OF BUSINESS RECORDS OF THE VARIOUS DEPARTMENTS OF THE CITY**

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

1. Adopt Resolution No. 2016-49, with attached Exhibit A, Authorizing and Approving the Destruction of Certain Business Records no Longer Required.

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

With the passage of time, department records progress through a life cycle of creation/ receipt, active use, inactive storage and final disposition, which may be permanent retention or disposal.

Government Code Section 34090 provides a procedure whereby any City record that has served its purpose and is no longer required may be disposed of, as long as the disposal of said record will not interfere with the services and functions of the City.

The referenced logs (Exhibit A) have been reviewed by the City Manager and the City Attorney (written consent of approval Exhibit B) and approved for destruction.

### **FISCAL IMPACT**

No fiscal impact, aside from a future positive fiscal impact due to savings due to not requiring additional storage space to store these records which are no longer required.

**RESOLUTION APPROVING A DESTRUCTION OF BUSINESS RECORDS OF THE  
VARIOUS DEPARTMENTS OF THE CITY**

November 1, 2016

Page 2 of 2

**CONCLUSION**

Upon Council approval staff will proceed with the recommended action.

Respectfully submitted,



EDGAR P. CISNERS  
City Manager



Donna G. Schwartz, CMC  
City Clerk

**ATTACHMENTS**

- A. Resolution No. 2016-49, Authorizing and Approving the Destruction of Certain Business Records no Longer Required.



## Exhibit "A"

# Administration



**DISPOSITION OF RECORDS**

2016 JUL 27 PM 5:19

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL CITY CLERK EXT. 230.

RECORDS INFORMATION						
1. DEPARTMENT NAME	2. DIVISION	3. DEPT NO.	4. PREPARER	5. DESTRUCTION DATE		
City Council	City Council	110	Susan Crum			
DESCRIPTION OF CONTENTS						
6. Record Series Item No.	7. From-To Qtr/Year Date	8. Record Title		9. Original or Copy	10. Media	11. No of Boxes
		See Attached				1
		03/1997 - 10/2004				
		Copies				

Total # of Boxes: 1

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. Return log to the City Clerk once all signatures have been obtained.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

Dept Head Signature

Date

Edgar Alvarez

7/27/16

City Manager Signature

Date

[Signature]

7/27/14

City Clerk Signature

Edgar Alvarez

1<sup>st</sup>

Shred Y or N

Box # (16)

3/17/03 — 04/15/04	Rental Inspection Program
2/09/03	General Council of Mexico
06/26/03	HP. Elks Lodge
07/22/03	HUB Cities Consortium
7/22/03 — 08/25/04	Human Service Association
09/18/07 — 09/29/10	HSA Winner - 2007-2010
06/08/04 — 10/05/04	HSA Winner - 2004
0/17/07 — 06/15/09	Miss Huntington Park
2/16/03 —	I-710 Major Corridor Study
03/24/97 — 06/01/05	Independent Cities Association
07/31/97 — 03/31/04	JADE
08/20/03 — 03/08/04	Kiwanis Club
07/15/97 — 07/14/08	League of California Cities
07/01/03 — 02/01/07	Latino Caucus
02/09/05 — 03/03/05	L.C.C. (Dinner)
03/02/06 — 04/26/06	41st Annual Older Americans
04/17/07 — 05/09/07	42nd Annual Older Americans
03/02/10 — 05/03/10	45th Annual Older Americans
02/06/04 — 05/07/04	39th Annual Older Americans
05/05/05 — 06/29/05	40th Annual Older Americans
12/03/03 — 02/05/04	Los Angeles Homeless Serv...
10/27/03	Watershed Council (L.A. / <sup>San</sup> Gabriel)
01/09/98 — 12/12/03	Local Government Commission
09/22/03 — 06/26/04	L.A. County Children's (Planning)
08/27/04	Mi Angelito, Inc.
06/24/97 — 05/20/03	MTA
08/03/99 — 07/09/03	MOTTEP

Box | 

11/03/03	Muscular Dystrophy Association
05/09/02	National League of Cities
04/26/02	National Multi Housing Council
05/14/04	Huntington Park Lions Club
06/02/03 - 01/17/04	Oldimers Foundation
04/08/03 - 06/16/03	Operation Hope
03/27/01 - 07/16/03	Other Cities and travel
06/29/04	Overnight Parking Ordinance



28  
Box 3

Shred Ya N

1/24/2003 - 8/24/2004	SPA 7 Children Council (Newsletters Correspondence)
7/18/2006 - 3/18/2009	Superior Grocers Annuals 12, 11, 10, & 9 (comp)
1/28/2004 - 5/21/2006	The Torch Foundation (correspondence, training) and Flyers
1/11/1996 - 2/23/2006	The United States Conference of Mayors (comp)
1/20/2007 - 3/12/2007	U.S. Census Bureau (taxes)
12/15/2008	Woodcraft Rangers Booklet
4/2/1997 - 12/1/2005	YMCA (correspondence)
2/4/2002 - 12/6/2004	South East Rio Vista YMCA (Flyers not opened)
2/27/2003 ← 2/10/1997	South East Rio Vista YMCA (Kids campaigns)
2/13/2002 - 2/26/2002	South East Rio Vista YMCA Friends of the Kids
1/19/1983 - 11/15/1996	South East Rio Vista YMCA (correspondence)
1/23/1996 - 1/8/2004	South East Water Coalition (Agendas, corresp.)
1/3/2003 - 4/15/2003	South East Churches Service Center
10/13/2010 ✓	S.E. School Coalition (Public Records request)
1/14/1996 - 9/4/2003	Southern Cal. Association of Gov. (corresp.)
3/19/2005 - 12/5/2005	South East Mayors (Invitations)
1/13/1992 - 6/20/1996	South East Mayors and Council Members
4/10/2002	South East Mayors & Council Members
8/11/2009	Baja California Rosarito
6/25/2007	Sister City Yahuallina Visit
11/18-21/2003	Huntington Park Sister City Visit
1/17/2002 - 1/26/2010	Sister City Agreements
3/17/2003	Sister City Playas de Rosarito B.C. Agreement
1/20/1996 - 1/27/1997	International Sister city

**DISPOSITION OF RECORDS**

2016 JUL 27 PM 5:19

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL CITY CLERK EXT. 230.

RECORDS INFORMATION						
1. DEPARTMENT NAME	2. DIVISION	3. DEPT NO.	4. PREPARER	5. DESTRUCTION DATE		
City Council	City Council	110	Stronbrum			
DESCRIPTION OF CONTENTS						
6. Record Series Item No.	7. From-To Qtr/Year Date	8. Record Title		9. Original or Copy	10. Media	11. No of Boxes
		See Attached				
		9/1982 - 12/2008				
		<del>Originals</del>				

Total # of Boxes: 1

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. Return log to the City Clerk once all signatures have been obtained.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

Dept Head Signature

Date

7/27/16

City Manager Signature

Date

7/27/16

City Clerk Signature

Date

Box 4

3 cc

6/14/2016

Box X

Shred Y or N

1/8/1988 - 5/6/2003	General Correspondence (Memorandum) <sup>Private</sup>
1/1982 - 2/23/2000	History (Correspondence, Awards, Commercial Related Memorandum, Elected/ appointed official)
11/30/2000	Press Release from Council Members
1/14/1985 - 3/1/2001	Newsletters
1/1/1996 - 6/10/1996	90th Anniversary Celebration (Correspondence)
2/9/2000 - 4/1/2002	Resident Inquiries
3/1/2001 - 7/12/2001	City Council - Bank statements
6/8/1999	General Correspondence (Memo copy of Ordinance no. 617)
1/17/1996 - 5/21/1998	Mayor's Education Task Force 1996-97 <sup>N's</sup>
1/6/1999 - 10/27/1999	Mayor's Education Task Force (Survey)
1/2/1999 - 10/25/1999	Mental Health Advisory Task Force <sup>meeting Grant Applicants</sup>
1/10/2003 - 3/18/2003	Order Retirement Envelopes
1/1996 - 2/1996	Safety/Top Health Bulletins (newsletters)
10/1995 - 5/25/2001	Newspaper Articles
6/13/2000	LA opinion Articles
1/5/2006 - 9/20/2006	Centennial Celebration
2/11/2007 - 12/17/2007	Mayor's Christmas Award Program <sup>Correspondence</sup>
2/6/2005 - 12/29/2005	Mayor's Christmas Award Program
2/7/2006 - 1/3/2007	Mayor's Christmas Award Program
2/4/2008 - 12/30/2008 ✓	Mayor's Christmas Award Program
2/29/2004 - 1/5/2005	Mayor's Christmas Award Program
1/4/2001 - 2/13/2004	Mayor's Christmas Award Program
1/24/2008 - 10/9/2008	Immigrant Day (Woman Century)
1/1/1989 - 1991	Christmas Card List
1/13/1994 - 8/29/2005	Community Development (General Correspondence)
1/6/1997 - 1/28/2002	Field Services (General Correspondence)
7/14/2003 - 11/28/2005	Finance (memos, emails)



Continue Box ~~1~~ 9

- 12/11/2001 - 10/17/2006 Human Resources / Bring your son (daughter) to work  
 10/26/2006 Centennial letters
- 8/10/1997 - 8/8/1995 Curfew Ordinance (correspondence)
- 11/11/2001 - 12/12/01 Activity and crime reports  
 Huntingdon Park Police Dept. Citizen initiated personnel complaint
- 8/31/1999 Treasure (Analysis of the pooled money investment account portfolio)  
~~Facility Per~~
- 3/11/2004 Facility Permit Request Form  
 Welcome to our City (certificates)
- 3/12/2003 - 10/15/2003 Proclamations

copies  
copies



Shred Ya N  
July 20, 2016  
BOX ~~A~~

- 7/8-11/2010 - ICA 15<sup>th</sup> Annual Seminar  
Rancho Bernardo
- 2/5-7/2010 - ICA 22<sup>nd</sup> Annual Winter Seminar  
Santa Barbara, CA
- 7/10/2009 - ICA Installation Meeting/Dinner  
Claremont, CA
- 7/9-12/2009 - ICA 49<sup>th</sup> Annual Seminar  
San Diego, CA July 9-12, 2009
- 2/26/2009 - ICA Santa Barbara, CA Feb. 6-8, 00
- 2/6-8/2009 to 2/4/2009 - ICA 45<sup>th</sup> Annual Seminar  
Rancho Bernardo 7/7-10/05
- 7/7-10/2005 - ICA 16<sup>th</sup> Annual Winter Seminar  
Protecting Our Cities"
- 2/13-15/2004 - ICA 44<sup>th</sup> Annual Seminar 7/8-11/04  
Rancho Bernardo, San Diego
- 2/5/2004 - ICA Santa Barbara Feb. 21-23, 03
- 2/26/2004 to 1/15/2004 - ICA Seminar Santa Barbara  
Jessica Maes Feb. 18, 2000-Dec 20, 01
- 2/10/2002 to 3/5/2003 - ICA Rancho Bernardo 7/10-13/03
- 2/3/1999 to 2/18-29/2000 - ICA 14<sup>th</sup> Annual Winter Seminar  
Santa Barbara, CA Feb. 22-24, 2002
- 2/23-25/05 to 7/10-13/03 - ICA 7/11-14/2002
- 2/18/01 to 2/22-24/02 - ICA 13<sup>th</sup> Annual Winter Seminar  
Santa Barbara, CA Feb. 23-25, 2001
- 7/11-14/2002 - ICA San Diego CA 7/12-15/2001
- 2/23-25/01 to 3/5/01 - ICA Rancho Bernardo 7/6-9/2000
- 2/19/01 to 7/5/01
- 7/6-9/2000

continue

Box

4/9

July 20, 2016

2/2/1999

- ICA of LA County Winter Conference 2/19-21/1999

2/1-4/1999

- ICA San Diego July 4, 1999

2/19-22/1998

- ~~ICA~~ ICA Winter Seminar Santa Barbara Feb. 20-27, 1998

2/7/1998 - 7/9-12/1998

- ICA Annual Summer Seminar San Diego July 9-12, 1998

2/14-16/1997

- ICA Santa Barbara Feb 14-16, 1997

7/10-13/1997

- ICA Rancho Bernardo July 10-13, 1997

**DISPOSITION OF RECORDS**

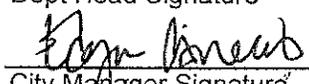
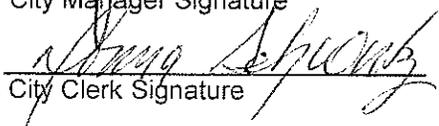
2016 JUL 27 PM 5:19

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL CITY CLERK EXT. 230.

RECORDS INFORMATION						
1. DEPARTMENT NAME	2. DIVISION	3. DEPT NO.	4. PREPARER	5. DESTRUCTION DATE		
City Council	City Council	110	Susan Brown			
DESCRIPTION OF CONTENTS						
6. Record Series Item No.	7. From-To Qtr/Year Date	8. Record Title		9. Original or Copy	10. Media	11. No of Boxes
		See Attached				
		1/1997 - 9/2009				
		Originals				
					Total # of Boxes:	1

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. Return log to the City Clerk once all signatures have been obtained.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

Dept Head Signature  
  
 City Manager Signature  
  
 City Clerk Signature

Date  
7/27/16  
 Date  
7/27/16  
 Date

Box ~~6~~<sup>5</sup>

Shred Ya N  
June 22, 2016

- 1/16-18/2009 - League of Cal. Cities  
San Jose, CA Sept. 16-18 2009
- 5/27-30/2009 - League of Cal. Cities  
San Diego, CA May. 27-30, 2009
- 1/15-16/2009 - League of Cal. Cities  
Sacramento, CA April 15-16, 2009
- 1/21-23/2009 - League of Cal. Cities  
Sacramento, CA Jan. 21-23, 2009
- 1/19/2008 - League of Cal. Cities  
Sacramento Ca. Nov. 19, 2008
- 1/24-27/2008 - League of Cal. Cities  
Long Beach, CA Sept. 24-27, 2008
- 2/4-7/2008 - League of Cal. Cities  
Squaw Creek June 4-7, 2008
- 1/16-18/2008 - League of Cal. Cities  
Sacramento, CA Jan. 16-18, 2008
- 1/28/2007 - League of Cal. Cities  
Pasadena Ca. Nov. 28, 2007
- 1/19/2007 - LCC Executive Forum  
John Noguez Nov. 19, 2007
- 1/5-8/2007 - LCC Mario Gomez  
Sacramento, CA Sept. 5-8, 2007
- 1/5-8/2007 - League of Cal. Cities  
Sacramento, CA Sept. 5-8-2007
- 1/25-28/2007 - LCC 2007 Executive Forum  
Monterey, CA July 25-28, 2007
- 1/29/2007 - LCC San Jose, CA June 29, 2007



Box 155

continue

- 9/6-9/2006 - LCC San Diego Sept. 6-9, 2006
- 9/1/06 - 7/31/06 - LCC Installation Dinner
- 1/20-22/2010 - LCC Sacramento CA Jan. 20-22, 2010
- 9/15-17/2010 - LCC San Diego Sept. 15-17, 2010
- 1/10-12/2007 - LCC Sacramento, CA Jan. 10-12, 2007
- 7/27/2005 - LCC Monterey, CA July 27, 2005
- 10/6-8/2005 - LCC San Francisco, CA Oct. 6-8, 2005
- 9/17-19/2004 - LCC Longbeach CA Sept. 17-19, 2004
- 7/28-30/2004 - LCC Monterey, CA July 28-30, 2004
- 5/14-15/2003 - LCC Sacramento, CA May 14-15, 2003
- 7/16-19/2003 - LCC Monterey, CA July 16-19, 2003
- 9/7-10/2003 - LCC Edward Escarano Sept. 7-10, 2003
- 1/18-20/2002 - US/Mexico Sister cities Ass. Natl. Conv.  
Commerce, CA Jan. 18-20, 2002
- 1/25/2002 - LCC Policy Committee Mtg.  
Community Service San Jose, CA 1/25/02
- 7/24-27/2002 - LCC Monterey, CA July 24-27, 2002
- 8/16/2002 - LCC Sacramento August 16, 2002  
Policy Committee
- 10/2-5/2002 - LCC Longbeach, CA Oct. 2-5, 2002
- 1/10-12/2001 - LCC Mayors and Council  
Sacramento, CA Jan. 10-12, 2001
- 1/25/2002 - LCC Policy Committee Meeting - Commty.  
Service. San Jose, CA Jan. 25, 2002
- 7/25-27/2001 - LCC Monterey, CA July 25-27, 2001  
- Swearing in Ceremony - US treasure  
Washington D.C. - August 16, 2001



Continue ...

Box 6<sup>50</sup>

9/12-15/2001

- LCC Sacramento, CA Sept. 12-15, 2001

1/7/2000

- LCC Policy Committee Meeting L.A. International Airport Jan. 7, 2000

1/22-23/2000

- LCC Latino Caucus San Diego Jan. 22-23, 2000

3/23/2000

- LCC Community Services Policy meeting San Jose, CA March 23, 2000

4/12/2000

- Sacramento - Seced 4/12/2000

5/2-3/2001

- LCC Latino Caucus Sacramento May 2-3, 2001

7/26-28/2000

- LCC Executive Forum Monterey, CA July 26-28, 2000

8/4/2000

- LCC Policy Committee Meeting San Francisco, CA August 4, 2000

9/6/2000

- LCC Leadership Academy Anaheim, CA Sept. 6, 2000

9/7-9/2000

- LCC Annual Conference Anaheim, CA Sept. 7-9, 2000

1/6-8/1999

- LCC Mayors and Councils Sacramento, CA Jan. 6-8, 1999

1/15/1999

- LCC Community Services Meeting San Francisco, CA Jan. 15, 1999

5/14/1999

- LCC Latino 8<sup>th</sup> annual Legislative Conference May. 14, 1999

6/25/1999

- LCC Public Safety Meetings San Jose, June ~~24~~ 25, 1999

7/28-30/1999

- LCC Executive Forum Monterey, CA July 28-30, 1999

3



Box 5<sup>th</sup>

7/28-30/1999

- LCC Executive Forum Monterey, CA  
July 28-30, 1999

8/27/1999

- LCC Policy Committee Meeting  
Ontario, CA August 27, 1999

10/11/1999

- LCC L.A. County Division  
Annual Meeting San Jose Oct./11/1999

3/19/1998

- LCC Policy Committee Meetings  
Oakland, California March 19, 1998

7/23-24/1998

- LCC Monterey Conference  
July 23-24, 1998

10/2-4/1998

- LCC Centennial Annual Conference  
Oct. 2-4, 1998 Long Beach

1/8-10/1997

- LCC Council members Inst.  
Jan 8-10, 1997

1/23/1997

- LCC Employee Relations Committee  
Meeting Los Angeles LAX Airport  
Jan. 23, 1997

5/6/1997

- LCC Latino Caucus May 6, 1997

3/7/1997

- LCC Latino Caucus Retreat  
San Diego, CA March 7, 1997

8/28/1997

- LCC Employee Relations Committee Meeting  
Sacramento, CA August 28, 1997

10/12-14/1997

- LCC Annual Conference  
San Francisco, CA Oct. 12-14 1997



June 23, 2016

Box ~~6~~ <sup>6<sup>th</sup></sup>

Shred Y a N

- 1/26/04 - 3/19/09 - Cell phone Usage "Elba Romo" 2005
- 1/21/06 - 12/11/06 - Elba Romo (Corresp. & letters)
- 1/7/05 - 10/18/05 - Elba Romo Corresp. 2005
- 1/12/06 - 6/11/06 - Cell phone Usage Elba Romo 2006
- 2/12/06 - 7/11/07 - Cell phone, Elba Romo 2007
- 1/18/08 - 12/6/08 - Cell phone Usage Elba Romo 2008
- 1/7/09 - 3/6/09 - Cell phone Usage Elba Romo 2009
- 1/17/09 - 5/6/09 - Personnel Action Forms
- 1/1/01 - 5/12/02 - Richard Loya's Cellular Usage
- 1/3/06 - 12/12/01 - Richard V. Loya correspondence, Agenda
- Richard V. Loya Resume
- 1/9/04 - 2/8/05 - Richard Loya Cell phone Usage 2004
- 2/1/03 - 12/20/03 - Richard Loya Cell phone Usage 2003
- 3/1/02 - 3/31/02 - Richard Loya Cellular Usage 2002
- 1/5/01 - 2/24/03 - letters from the mayor current year
- 1/20/04 - 12/25/05 - Edward Escareno cell phone Usage 2004
- 1/1/02 - 12/25/03 - Edward Escareno cell phone Usage 2003
- 2/13-15/2004 - Edward Escareno Monthly Expense Report 2004
- 0/3/03 - 12/3/03 - Edward Escareno Monthly Expense Report 2003



Continue

BOX ~~X~~<sup>68</sup>

- |                                 |   |
|---------------------------------|---|
| 3/17/03 - 12/29/03              | - Edward Escareno Correspondence                            |
| 3/8/04 - 4/13/04                | - Edward Escareno 2004 Corresp.                             |
| 1/2/01 - 6/7/10 ✓               | - Professional Development schedule                         |
| 1/4/73 - 2/24/05                | - Dorothy Beaver  |
| 11/19/01 - 12/1/01              | - World Aids Day (Proclamation L.A. and Board of Education) |
| 9/2/04 - 3/22/06                | - Sponsorship   |
| 7/17/06                         | - University of Mexico                                      |
| 2/9/04 - 3/18-19/04             | - Council Correspondence                                    |
| 11/8/04                         | - Employee birthday party/lunched                           |
| 2/2/98 - 3/24/98                | - Incoming Mail   |
| 6/28/2000                       | - Daily Log   |
| 5/14/98                         | - Business Cards  |
| 4/13/99 - 5/7/02                | - Phone Messages  |
| 8/1/97 - 10/17/96               | - News Articles / Health Conference                         |
|                                 | - Mexican National Anthem                                   |
| 11/7/01                         | - Memos from Linda Guevara                                  |
| 5/29/02 - 6/2/02                | - William Cunningham  |
|                                 | Indian Wells, CA May 29, 02 - <del>June 2, 02</del>         |
|                                 | June 2, 02  |
| 5/29/02 - 6/2/02                | - Jessica Maes Indian Wells, CA                             |
|                                 | May 29, 02 to June 2, 02                                    |
| <del>8/1</del> 1/17/01 - 5/8/02 | - Phone Messages  |
| 0/22/96 - 11/7/01               | - Letters from Jessica Maes.                                |
|                                 | - Resume Jessica Maes                                       |
| 6/12/97 - 7/22/99               | - Linda L. Guevara (Correspondence)                         |



Box <sup>file</sup>

- 3/10-14/2000 - Congressional City Conference 2000  
Washington D.C., March 10-14, 2000
- 12/9/1999 - Air Resources Board Hearing  
Sacramento, CA Dec. 9, 1999
- 1/26/99 - 10/2/99 - Sister Cities Convention, Yahuvalica  
Yahuvalica, Mexico Sept. 26 - Oct. 2, 99
- 10/6/1999 - Striking Gold through smart  
growth L.A. Biltmore Hotel  
Oct. 6, 1999
- 10/5/99 - The C.A. Governors Conference for  
Women Long Beach, CA  
Oct. 5, 1999
- 1/28-31/1998 - NCDA Winter Meeting  
Washington D.C. Jan. 28-31, 98
- 3/20/2006 - Women of the year Ofelia Hernandez  
March 20, 2006
- 2/12/07 - Gangs and the Law Ofelia Hern.  
Feb. 12, 07
- 8/14/2006 - National Latino Congreso  
Ofelia Hernandez August 14, 2006
- 3/30/2004 - Gonzalez Annual Appreciation  
Dinner Ofelia Hernandez March 30, 04
- 11/20/2003 - Vice Mayor John Noguez Birthday  
Brsh 11/20/03
- 10/03 - 4/09 - John Noguez Monthly Expense  
Report 2003
- ~~- SCAR Regional Conference & Assembly  
La Quinta, CA May 4-7, 201~~



Box ~~X~~<sup>6</sup>

- 0/12-14/2007
  - San Gabriel Valley Assistant to City Managers Assoc.
  - Oct. 12-14, 2007
- 0/30/03
  - Latinos Technology Conference
- 0/24-25/03
  - Inter-Governmental Affairs Conference Washington DC
  - Oct. 24-25, 2003
- 2/9/04
  - Fabian Nunez Pre-inaugural Reception Sacramento, Feb 9, 04
  - Travel Request/Jessica R. Maes
  - Richard Loya Personnel Action form
- 1/7/99-4/1/01
  - Richard Loya Personnel Action form
- 1/18/03-3/22/05
  - Richard Loya Personnel Action form
- 9/7/99
  - Jessica R. Maes Personnel Action form
- 9/7/99
  - Linda L. Guevara Personnel Action form
- 9/11/2001
  - Mr. Cunningham's Action forms
- 5/7-8/2003
  - Edward Escareno Meeting Washington DC. May 7 to 8, 03
- 7/9-11/2003
  - Meeting w/ Bob Gaines (lobbyist) Edward Escareno Sept. 9-11, 2003
- 7/23-25/1997
  - LCC Council Members Executive forum Monterey, CA July 23-25 97
- 3/30-31/2006
  - U.S. Conference of Mayors Hernandez/Guevra 3/30-31/06



Box <sup>6</sup> 7 <sup>1/2</sup>

1/16-19/2001

- U.S. Conference of Mayors  
Jan 16-19, 2001

6/22-26/2007

- U.S. Conference of Mayors  
Los Angeles, CA June 22-26, 2007

1/27-28/2000

- U.S. Conference of Mayors  
Washington D.C. Jan. 27-28, 2000

1/25-27/2006

- U.S. Conference of Mayors  
Washington DC 1/25/27/06

2/10/1999

- South East Mayors Council  
members group dinner Feb. 10, 99

5/7-8/2009

- SO. Cali. Assoc. of Govts.  
La Quinta, CA May 7-8, 2009

3/18-30/2008

- America Lodging Investments  
Summit Hyatt Regency L.A.  
Jan 18-30, 2008

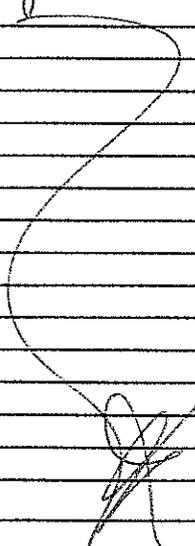
11/16/2007

- Governor's Preservation Award  
Sacramento, CA Nov. 16, 2007

**DISPOSITION OF RECORDS**

2015 JUL 27 PM 5:20

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL CITY CLERK EXT. 230.

RECORDS INFORMATION						
1. DEPARTMENT NAME	2. DIVISION	3. DEPT NO.	4. PREPARER	5. DESTRUCTION DATE		
City Journal	City Journal	10	Summerton			
DESCRIPTION OF CONTENTS						
6. Record Series Item No.	7. From-To Qtr/Year Date	8. Record Title		9. Original or Copy	10. Media	11. No of Boxes
		See attached				
		3/1/07 - 3/31/10				
		Copies				
						

Total # of Boxes: 1

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. Return log to the City Clerk once all signatures have been obtained.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

Dept Head Signature  
Edgar Varela  
 City Manager Signature  
Anna Speer  
 City Clerk Signature

Date  
7/27/16  
 Date  
7/27/16  
 Date

7A  
Box X

Shred Y2N

July 20, 2016

- |                           |   |
|---------------------------|---|
| 28/2009 - 8/26/2009       | - NALEO Hollywood, CA June 25-27, 09  |
| 1/18/2008 - 4/16/2008     | - NALEO Philadelphia, PA April 25-27, 08  |
| 11/08 - 5/7/08            | - NALEO Educational Fund Feb. 8-10, 08  |
| 1/10/08 - 3/11/08         | - NALEO CA State Wide Institute on Health March 14-16, 08                                     |
| 5/07 - 1/24/07            | - NALEO Educational Fund<br>Manhattan Beach, CA Jan. 19-21, 07                                |
| 1/17/06 - 12/8-10/06      | - NALEO Education Fund<br>John Noguez Dec. 8-10, 06   |
| 1/1/05 - 3/7/2005         | - NALEO Education Fund<br>Ofelia Hernandez March 11-13, 05                                    |
| 1/28-29/03                | - NALEO Education Southern Regional<br>California Policy Inst. on Health<br>March 28-29, 2003 |
| 1/11/03 - 1/9/04          | - NALEO Monterey, CA<br>Nov. 7-8, 03  |
| 1/26/02 - 6/29/02         | - NALEO Albuquerque, New Mexico<br>June 27-29, 2002   |
| 1/21/01 - 6/28/01         | - NALEO San Jose, CA June 28-30, 01   |
| 6/22, 24/00               | - NALEO Denver Colorado June 22-24, 00  |
| 1/18/1997 - 6/19, 21/1997 | - NALEO Annual Conference Miami, Florida<br>June 19-21, 1997                                  |
| 1/2/1999 - 5/17/1999      | - NALEO Annual Conference Philadelphia, PA<br>June 17-19, 1999                                |
| 1/18/2010 - 3/22, 23/2010 | - National League of Cities Long Beach, CA<br>March 22-23, 2010                               |
| 1/17/03 - 1/27/04         | - National League of Cities Edward Escareno<br>March 5-9, 04                                  |



continue ..

Box 97

July 20, 2016

- 0/7/03- 2/19/04 - National League of Cities (Ofelia Hernandez)  
Dec. 9-13, 2003
- 3/8-12/2002 - National League of Cities  
Washington DC. March 8-12, 2002
- 12/5-9/2000 - National League of Cities  
Boston, Mass. Dec. 5-9, 2000
- 3/6-10/1998 - National League of Cities Congressional  
Conference Washington, DC March 6-10, 98
- 3/7; 11/1997 ✓ - National League of Cities Washington DC,  
Annual Conference March 8-11, 1997
- 7/10,-13/2008 - ICA 48<sup>th</sup> Annual Seminar  
Rancho Bernardo Inn July 10-13, 2008
- 7/12-15/2007 - ICA 47<sup>th</sup> Annual Seminar  
San Diego, CA July 12-15, 2007
- 7/12-15/2007 - ICA Mario Gomez  
San Diego July 12-15, 2007
- 7/13-16/2006 - ICA 46<sup>th</sup> Annual Seminar  
Rancho Bernardo, CA 7/13-16/06
- 2/17-19/2006 - ICA 18<sup>th</sup> Annual Winter Seminar  
Santa Barbara, CA Feb. 17-19, 2006
- 1/13-15/2001 - ICRMA April 13-15, 2001
- 6/4-7/2000 - Prima conf. - Charlotte N.C.  
June 4-7, 2000
- 4/29/1999-6/7/1999 - ICRMA Cathedral City April &  
May '99
- Business Council Breakfast  
Reservation List

continue

Box 97

- |              |   |
|--------------|---|
| 5/19-22/2002 | - International Convention of Shopping Centers<br>Las Vegas, NV May 19-22, 02 |
| 10/2-4/2001  | - ICSC Oct. 2-4, 2001<br>Palm Springs Convention                              |
| 5/20-23/2001 | - ICSC May 20-23, 2001<br>Las Vegas, NV                                       |
| 5/23-25/2000 | - ICSC - Spring Conference<br>Las Vegas, NV May 23-25, 2000                   |
| 5/23-27/1999 | - ICSC - Spring Convention<br>Las Vegas, NV May 23-27 1999                    |
| 9/2-4/2009   | - ICSC San Diego, CA<br>Sept. 2-4, 2009                                       |
| 5/17-20/2009 | - ICSC May 17-20, 2009<br>Las Vegas NV.                                       |
| 2/4-6/2009   | - ICSC 2009 Conference<br>Hollywood, CA Feb. 4-6, 2009                        |
| 1/28/2009    | - ICSC So. Calif. Idea exchange<br>Long Beach, CA Jan. 28, 2009               |
| 5/18-21/2008 | - ICSC May 18-21, 2008<br>Las Vegas, NV                                       |
| 2/12/2008    | - ICSC Southern California<br>Long Beach, CA Feb 12, 2008                     |
| 5/20-23/2007 | - ICSC Spring 2007 Las Vegas NV 5/20-23/07                                    |
| 5/21-24/2006 | - ICSC Spring Convention Las Vegas NV.<br>May 21-24, 2006                     |
| 5/22-25/2005 | - ICSC Spring Convention<br>Las Vegas N.V. May 22-25, 2005                    |

Continue

Box 9

5/22-25/2005

- ICSC Las Vegas (Elba Romo)  
May 22-25/2005

5/23-26/2004

- ICSC Spring Convention 2004  
Las Vegas, NV May 23-26, 2004

7/29-30/2004

- ICSC 2004 San Diego Idea Exchange  
Ofelia Hernandez July 29-30, 2004

5/18-21/2003

- ICSC Las Vegas May 18-21, 2003  
~~ICSC~~

PAGE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON  
 USUALLY LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE  
 CITY CLERK'S OFFICE WHEN CARTON AND FORM ARE COMPLETED  
 WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION  
 IF RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CARBON COPY  
 SHIPPED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 298

**TRANSFER INFORMATION**

1. DEPARTMENT NAME <i>Administration</i>	2. SUB GROUP	3. DEPT. No.	4. MEDIA	5. LOCATION	6. FROM DATE	7. DESTRUCTION DATE
---	--------------	--------------	----------	-------------	--------------	---------------------

**DESCRIPTION CONTENTS**

Retention Item No.	From-To Qtr/Year Date	Record Title	Alpha or Numeric	Destruction Date
	2002 TO 2006	CITY MANAGER CONFERENCES 2002 TO 2010		
<i>For Destruction</i>				

**LOCATION:**

*Pink Copy For Records Center - Use for Destruction Follow Up*

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If records are to be destroyed, please sign this authorization (below) and send to the City Clerk's Office within 30 days.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

EXCEPTIONS: If any to above destruction, check where applicable

- HOLD  For Expiration  For Media  
 Subject Matter Pending  
 For Review  Legal  Other

*Mary Lou Ascencio* 2/5/2014  
 Department Head Signature Date

*Approval*  
*Edgar P. Cisneros* 1/14/15  
 City Manager Date

IMPORTANT: SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE COMPLETING THIS FORM

BOX # 12

PUBLIC RECORD PAGE 1 OF 1

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE.
3. CALL CITY CLERK'S OFFICE WHEN CARTON AND FORM ARE COMPLETED.
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION SHALL BE NOTED IN THE SPACE PROVIDED AND THE CHERRY COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 206.

DEPARTMENT NAME		FROM (YEAR)	TO (YEAR)	RECORD TITLE	APPROX. NUMBER	DESTRUCTION DATE
<b>Administration</b>						
Retention Item No.	From-To (Year) Date	DESCRIPTION CONTENTS Record Title			Approx. Number	Deletion Date
	2004 TO 2005	Mr. Korduner's Conference 3/2004 to 11/23/2005				
	2007 to 2010	Payables 2007 to 2010				
	2005 to 2010	Mr. Korduner's Cell Phone Charges 2005 to 2010				
		For [unclear]				
<b>LOCATION:</b>						

**DESTRUCTION AUTHORIZATION** - In accordance with established retention periods, the above records are subject to destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerk's Office with the records.

**FINAL AUTHORIZATION** for destruction of records subject to City Council Approval.

- EXCEPTIONS** (If any to above destruction, check where applicable)
- HOLD**  For Expiration  For Media
- Subject Matter Pending  Review  Legal  Other

*[Signature]*  
 Department Head Signature Date

Approved *[Signature]* 10/14/16  
 Edgar P. Cisneros  
 City Manager Date



**City Clerk**

**RECORD TRANSFER NOTICE**

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RECORD RETENTION SCHEDULE
3. CALL CITY CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO. SEE BELOW	TRANSFER DATE	DESTRUCTION DATE
1 CITY CLERK	2	3 110	4 NO	5 SEE BELOW	6 8/11/03	7 2000
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/ Date/ Year	Record Title	Alpha or Numeric Series		Destruction Date	
8 45-98	9	10 <b>CORRESPONDENCE - Liability / Casualty</b> NO DESTROY AFTER 2 YEARS  Huntington Park Fleet Listing - Rollins Hudig of Northern CA 1965-1997  Huntington Park Fleet Listing - Marsch & McLennan, Incorporated 1983-1986	11		12 1999	
52-98		<b>CORRESPONDENCE - Cities / Agencies</b> NO DESTROY AFTER 2 YEARS  3M Hardgoods and Electronics Support Division 1978-2000			2002	
<b>DC: <u>Destruction File</u></b>						

(13)

Records Center Pink Copy Destruction Follow-Up

**DESTRUCTION AUTHORIZATION** - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days. Final authorization for destruction of records is subject to City Council Approval.

**EXCEPTIONS** If any to above destruction, check where applicable and return unsigned to City Clerk

**HOLD**

- For expiration Media
- For review - Subject Matter Pending
- Legal  Other

*Elynn Cisneros*

*Rosanna Ray* 8-11-03  
DEPARTMENT HEAD DATE

*Glenn Spertzy* 10/5/16

## RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE.
3. CALL CITY CLERKS OFFICE WHEN CARTON AND FORM ARE COMPLETED
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 295.

TRANSFER INFORMATION						
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 TRFR. DATE	CONTAINER DESTRUCTION DATE
City Clerks Office	Records	110	NO	Destroy	1/8/2004	<b>2003</b>
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title	Alpha or Numeric	File Destruction Date		
8	9	10			11	12
<b>Correspondence Cities / Agencies</b>						
52-98	1999	Pacific Bell Directory Assistance				2001
	1993	Mini Mall Background Information				1995
	1998	Mental Health Association Info / Brochures				2000
	1977-1988	Los Angeles Collection Center				1990
	1987-1993	J. J. Newberry's Site				1995
	1996	Los Angeles In Home Service				1998
	1981	Cyclo Chemical Company				1983
	1990-1993	Citylink Correspondence				1993
	1988-1990	Chem Clear Facility				1992
<b>LOCATION: Destruction Pile</b>						
13 Pink Copy For Records Center - Use for Destruction Follow Up						

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

FINAL AUTHORIZATION for destruction of recods is subject to City Council Approval.

- EXCEPTIONS If any to above destruction, check where applicable
- HOLD  For Expiration  For Media

Subject Matter Pending

- Review  Legal  Other

Department Head Signature

1-8-04  
Date

*Edgar Cisneros*

*Rosanna Ramirez*

*Rosanna Schwartz* 10/5/16

## RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE.
3. CALL CITY CLERKS OFFICE WHEN CARTON AND FORM ARE COMPLETED
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296.

TRANSFER INFORMATION							
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 TRFR. DATE	CONTAINER DATE	DESTRUCTION DATE
City Clerks Office	Records	110	NO	Destroy	12/23/2003		<b>2002</b>
DESCRIPTION CONTENTS							
Retention Item No.	From-To Qtr/Year Date	Record Title			Alpha or Numeric	File Destruction Date	
8	9	10			11	12	
		<b>Correspondence - Cities / Agencies</b>					
52-98	1996-2000	<b>A</b>			A	2002	
52-98	1996-2000	<b>B</b>			B	2002	
52-98	1998-2000	<b>C</b>			C	2002	
52-98	1996-2000	<b>D</b>			D	2002	
52-98	1996-2000	<b>E</b>			E	2002	
52-98	1996-2000	<b>F</b>			F	2002	
52-98	1996-2000	<b>G</b>			G	2002	
52-98	1996-2000	<b>H</b>			H	2002	
52-98	1996-2000	<b>I</b>			I	2002	
52-98	1991-2000	<b>J</b>			J	2002	
52-98	1996-2000	<b>K</b>			K	2002	
52-98	1995-2000	<b>L</b>			L	2002	
52-98	1996-2000	<b>M</b>			M	2002	
52-98	1996-2000	<b>N</b>			N	2002	
52-98	1996-2000	<b>O</b>			O	2002	
52-98	1996-2000	<b>P</b>			P	2002	
52-98	1996-2000	<b>Q</b>			Q	2002	
52-98	1996-2000	<b>R</b>			R	2002	
52-98	1996-2000	<b>S</b>			S	2002	
52-98	1996-2000	<b>T</b>			T	2002	
52-98	1996-2000	<b>U</b>			U	2002	
52-98	1996-2000	<b>V</b>			V	2002	
52-98	1996-2000	<b>W</b>			W	2002	
<b>LOCATION: Destruction Pile</b>							
13 Pink Copy For Records Center - Use for Destruction Follow Up							

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

- EXCEPTIONS      If any to above destruction, check where applicable
- HOLD     For Expiration       For Media
- Subject Matter Pending
- Review     Legal     Other

*E. Lynn Cisneros*

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

*Shirley Spang 10/4/16*

## RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE.
3. CALL CITY CLERKS OFFICE WHEN CARTON AND FORM ARE COMPLETED
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296.

TRANSFER INFORMATION						
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 TRFR. DATE	CONTAINER DESTRUCTION DATE
City Clerks Office	Records	110	NO	Destroy	12/23/2003	<b>2003</b>
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title	Alpha or Numeric	File Destruction Date		
8	9	10			11	12
		<b>Correspondence Cities / Agencies</b>				
52-98	2001	U.S. Bankruptcy Court Central D.C.				2003
		<b>Permits-Revokable (After Expiration)</b>				
31-98	2000	Tulip coverage by AON				2002
	2001	Special Event Coverage by Div. Risk Insurance Brokers				2003
<b>LOCATION: Destruction File</b>						
13 Pink Copy For Records Center - Use for Destruction Follow Up						

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

**FINAL AUTHORIZATION** for destruction of recods is subject to City Council Approval.

- EXCEPTIONS** If any to above destruction, check where applicable
- HOLD**  For Expiration  For Media
- Subject Matter Pending
- Review  Legal  Other

*[Signature]*  
Department Head Signature

1-8-04  
Date

*[Signature]*

*[Signature]* 10/5/16

**RECORD TRANSFER NOTICE**

1 PREPARE ONE RECORD TRANSFER NOTICE FOR EACH  
 2 IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD  
 3 CALL CITY CLERK'S OFFICE, WHEN CARTON AND  
 4 WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED  
 5 AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION  
 TO YOUR SECTION OR DEPARTMENT

STORAGE CARTON.  
 IN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE  
 ARE COMPLETED.  
 PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.  
 I WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
CITY CLERK		110	YES	SEE BELOW	02/02/00	SEE BELOW

DESCRIPTION OF CONTENTS				
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destroy Date
36-98	0	<b>PROJECTS (Completed)</b> YES DESTROY ORIGINAL AFTER 7 YEARS		
		PROJECT NO. 98-001: Design Engineer and Construction of Alley improvements Completed August 18, 1997	98-001	2006
		PROJECT NO. 99-005: Wheelchair Ramp Facilities at various Locations Completed September 8, 1998	99-005	2001
		PROJECT NO. 99-008: Traffic Signal Modification of Gage Ave. and Wilmington Ave. Completed November 16, 1998	99-008	2001
		PROJECT NO. 99-010: Resurfacing and Reconstruction of Miles Ave. from Slanson Ave. to Florence Ave. Completed December 7, 1998	99-010	2001
		PROJECT NO. 99-011: P.E.S. Inc. for construction of electrical power source in Police Department Completed September 21, 1998	99-011	2001
		PROJECT NO. 99-015: Florence Avenue Lighting Conversion from Mountain View to Alameda Completed April 4, 1999	99-015	2001
		LOC. <u>Vault</u>		

For Records Center Pink Copy Destruction Follow-up

**DESTRUCTION AUTHORIZATION** - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five (5) business days. Final authorization for destruction of records is subject to City Council Approval.

- EXCEPTIONS: If any to above destruction, check where applicable and return unsigned to City Clerk
- HOLD
- For expiration - Media
- For review - Subject Matter Pending
- Legal
- Other

*Elyse Cameron*  
*James Stewart* 10/14/99  
 DEPARTMENT HEAD





IMPORTANT-SEE INSTRUCTIONS ON REVERSE  
SIDE OF LAST COPY BEFORE COMPLETING THIS

PUBLIC RECORD  
PAGE 1 OF 1

## RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE.
3. CALL CITY CLERKS OFFICE WHEN CARTON AND FORM ARE COMPLETED
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES.

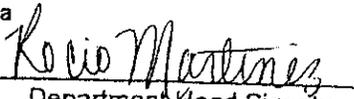
FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 268.

TRANSFER INFORMATION						
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 TRFR. DATE	7 DESTRUCTION DATE
CITY Clerk office	Records	110	NO	Destroy	6/16/14	2009
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title	Alpha or Numeric	Destruction Date		
8	9 2007	10 NEWSPAPER Publications Indices 2007	11	12 2009		
	2007	City Clerk-2007 notices to newspapers file 1		2009		
	2007	City Clerk-2007 notices to newspapers file 2		2009		
	2007	Newspaper Publication Listings -2007		2009		
	2007	Special Event Permits -2007		2009		
	2007	Special Event Coverage Diversified Risk Ins. Broker		2009		
	2007	Legal Publications for various 2007		2009		
<p><b>LOCATION:</b> Jail office basement Awaiting destruction</p>						
<p>13 Pink Copy For Records Center - Use for Destruction Follow Up</p>						

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

- EXCEPTIONS      If any to above destruction, check where applicable
- HOLD       For Expiration       For Media
- Subject Matter Pending
- Review       Legal       Other

  
 Department Head Signature

06/16/14  
 Date

 10/4/16

IMPORTANT: SEE INSTRUCTIONS ON REVERSE  
SIDE OF LAST COPY BEFORE COMPLETING THIS

PHILIP RECORDS  
PAGE 1 OF 1

## RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE
3. CALL CITY CLERK'S OFFICE WHEN CARTON AND FORM ARE COMPLETED
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, THIS COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE SECOND COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 314

TRANSFER INFORMATION						
DEPARTMENT NAME	GROUP	IDENTIFY	NUMBER	LOCATION	TAKE DATE	DESTRUCTION DATE
City Clerk Office	Records	110	NO	Garvey	1/1/11	2010
DESCRIPTION CONTENTS						
Retention Item No.	From-To City/Year Date	Record Title			Amount or Number	Expiration Date
	2008	Newspaper Publications Database				2016
	2008	Proof of Publications Voucher				2016
	2008	Special Event Coverage Disbursement				2016
	2008	City Clerk Notice to Newspapers Filed				2016
	2008	City Clerk Notice to Newspapers Filed #2				2016
	2008	Newspaper Publications Invoices				2016
	2008	Fireworks Stand Insurance Certificate				2016
	2008	Legal Applications Various				2016
		Chronologicals				
	2008	January, February				2016
	2008	March, April				2016
	2008	May, June				2016
	2008	July, August				2016
	2008	September, October				2016
	2008	November, December				2016
LOCATION: <u>Garvey Dept. in</u> <u>Garvey Building</u> (Full Copy For Records Center - Use for Destruction Follow Up)						

DESTRUCTION AUTHORIZATION: In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerk's Office within 60 days.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

- EXCEPTIONS If any to above destruction, check where applicable
- HOLD  For Expiration  For Media
- SUBJECT MATTER PENDING  Review  Legal  Other

*[Signature]*  
 Department Head Signature

*[Signature]*  
 Date

IMPORTANT-SEE INSTRUCTIONS ON REVERSE  
SIDE OF LAST COPY BEFORE COMPLETING THIS

# RECORD TRANSFER NOTICE

PUBLIC RECORD  
PAGE 1 OF 1

- 1 PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
- 2 IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE
- 3 CALL CITY CLERKS OFFICE WHEN CARTON AND FORM ARE COMPLETED
- 4 WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION
- 5 AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296

TRANSFER INFORMATION						
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 TRFR. DATE	7 DESTRUCTION DATE
City Clerks Office			No	Destroy	8/18/2011	2011
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title	Alpha or Numeric	Destruction Date		
8	9	10				
		<b>2011 Election Material</b>				
54-98	3/8/2011	Unused Ballots (Box 4)				9/8/2011
<b>LOCATION: DESTRUCTION PILE</b>						

13 Pink Copy For Records Center - Use for Destruction Follow Up

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

- EXCEPTIONS      If any to above destruction, check where applicable
- HOLD     For Expiration     For Media
- Subject Matter Pending
- Review     Legal     Other

*[Handwritten Signature]*

\_\_\_\_\_  
Department Head Signature

*[Handwritten Signature]*

\_\_\_\_\_  
Date

### RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
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FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 298.

TRANSFER INFORMATION						
1. DEPARTMENT NAME	2. SUB. GROUP	3. DEPT. NO.	4. MEDIA	5. LOCATOR	6. TRFR. DATE	7. DESTRUCTION DATE
City Clerk's Office	Records	110	No	Destroy	6/16/14	2011
DESCRIPTION CONTENTS						
8. Retention Item No.	9. From-To Qtr./Year Date	10. Record Title	11. Alpha or Numeric	12. Destruction Date		
	2009	Chronologicals 2009 January, February	11	12	2011	
	2009	Chronologicals 2009 March, April			2011	
	2009	Chronologicals 2009 May, June			2011	
	2009	Chronologicals 2009 July, August			2011	
	2009	Chronologicals 2009 September, October			2011	
	2009	Chronologicals 2009 November, December			2011	
	2009	Fireworks Stands-2009 Insurance Certificate			2011	
<b>LOCATION: Jade office in Basement awaiting Destruction</b>						

13

Pink Copy For Records Center - Use for Destruction Follow Up

**DESTRUCTION AUTHORIZATION** - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

**FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.**

- EXCEPTIONS** If any to above destruction, check where applicable
- HOLD**  For Expiration  For Media
- Subject Matter Pending
- Review  Legal  Other

*Kew Martinis*  
Department Head Signature

*06/16/14*  
Date  
*Shirley*  
10-4-14

*Edgar Cisneros*

IMPORTANT: SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE COMPLETING THIS

PUBLIC RECORDS PAGE 1 OF 1

## RECORD TRANSFER NOTICE

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FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 256

TRANSFER INFORMATION						
1 DEPARTMENT NAME	2 AUB. GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 YEAR DATE	7 DESTRUCTION DATE
City Clerk's Office	Records	110	No	Destroy	8/16/2011	9/8/2011
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title	Alpha or Numeric	Destruction Date		
8	9	10	11	12		
54-98	2011	Martin & Chapman Receipt for Official Ballots, Precinct Supplies		2011		
54-98	2011	Martin & Chapman Opto-Mark Ballot Procedures		2011		
54-98	2011	Martin & Chapman Software & Instructions		2011		
54-98	2011	Logic & Accuracy Test (Counters)		2011		
54-98	2011	Election Day Precinct Supply (Sample)		2011		
54-98	2011	Manual Tally/Re-Count Procedure forms		2011		
54-98	2011	Damaged Ballot Envelopes		2011		
54-98	2011	Returned Election Envelopes (Counted for)		2011		
54-98	2011	Provisional Ballot Envelopes (Counted for)		2011		
54-98	2011	Ballot Stubs		2011		
54-98	2011	Ballots Disqualified/Not Counted		2011		
54-98	2011	Ballots Received after Election Not Counted		2011		
54-98	2011	Spoiled Ballots		2011		
54-98	2011	Election Material Returned back from Post Office		2011		
54-98	2011	Election Reports (Daily Printouts)		2011		
54-98	2011	Signatures sent to LA County for verification		2011		
<b>LOCATION: DESTRUCTION FILE</b>						

Pink Copy For Records Center - Use for Destruction Follow Up

13 DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerk's Office within five days.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

EXCEPTIONS

If any to above destruction, check where applicable

HOLD

For Expiration

For Media

Subject Matter Pending

Review

Legal

Other

Department Head Signature

Date

Edgar Cisneros

14 Nov 14  
10-4-16



## RECORD TRANSFER NOTICE

1. PREPARE ONE (1) CANARY COPY AND ONE (1) PINK COPY FOR EACH STORAGE CARTON.
2. PREPARE ONE (1) CANARY COPY FOR EACH RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE.
3. CALL CITY CLERKS OFFICE WHEN CARTON AND FORM ARE COMPLETED.
4. WHEN RECORDS RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 266

TRANSFER INFORMATION						
DEPARTMENT NAME	SUB GROUP	SECT. NO.	MEDIA	LOCATOR	OTHER DATE	DESTRUCTION DATE
City Clerk Office	Records	110	NO	Destroy	11/11/14	2013
DESCRIPTION/CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title			Alpha or Numeric	Destruction Date
	2011	The Signal Tribune Publication Invoices				2013
	2011	Special Event Coverage Diversified Risk				2013
	2011	Daily Journal Corp. Invoices Jan, Feb, March				2013
	2011	Daily Journal Corp. Invoices April, May, June				2013
	2011	Daily Journal Corp. Invoices July, Aug, Sep				2013
	2011	Daily Journal Corp. Invoices Oct, Nov, Dec				2013
	2011	City Clerk Notice to Newspapers January				2013
	2011	City Clerk Notice to Newspapers July, Dec				2013
	2010-2011	California Preliminary Notices				2013
						2013
	2011	Chronologicals				2013
	2011	January, February, March				2013
	2011	April, May, June				2013
	2011	July, August, September				2013
	2011	Public Works				2013
	2011	Community Development file #1				2013
	2011	Community Development file #2				2013
	2011	City Clerk Consent				2013
	2011	City Manager				2013
	2011	City Attorney				2013
	2011	Engineering Department				2013
	2011	Finance Department				2013
	2011	LOCATION: Judge Office Tubasement				
		Awaiting Destruction				

Pink Copy For Records Center - Use for Destruction Follow Up

**DESTRUCTION AUTHORIZATION** - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

**FINAL AUTHORIZATION** for destruction of records is subject to City Council Approval.

- EXCEPTIONS** If any to above destruction, check where applicable
- HOLD**  For Expiration  For Media
- Subject Matter Pending
- Review  Legal  Other

*Kevin Cisneros*  
*Kevin Martinez*  
 Department Head Signature

06/16/14  
 Date

*John Lynch* 1/1/16

## RECORD TRANSFER NOTICE

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FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 295.

### TRANSFER INFORMATION

1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 TRFR. DATE	7 DESTRUCTION DATE
City Clerk Office	Records	110	NO	Destroy	6/16/14	2012

### DESCRIPTION CONTENTS

Retention Item No.	From-To Qtr/Year Date	Record Title	Alpha or Numeric	Destruction Date
8	9 2010	10 Chronologicals 2010 May, June	11	12 2012
	2010	Chronologicals 2010 July, August		2012
	2010	Chronologicals 2010 September, Oct.		2012
	2010	Chronologicals 2010 November, December		2012
	2010	Chronologicals 2010, January, February		2012
	2010	Chronologicals 2010, March, April		2012
	2010	The Signal Tribune Publication Invoices 2010		2012
	2010	City Clerk-2010 Notices to Newspapers No. #1		2012
	2010	Special Event Coverage 2010 by the Int'l. Loc. Assn		2012
	2010	Daily Journal Corp. Publication Invoices 2010		2012
	2010	Daily Journal Corp. Publication Invoices 2010 #2		2012
	2010	Daily Journal Corp. Publication Invoices 2010 File #1		2012
	2010	City Clerk-2010 Notices to Newspaper File #1		2012

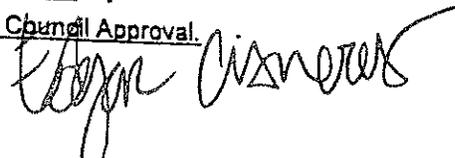
**LOCATION:** Jade office in  
Basement awaiting destruction

Pink Copy For Records Center - Use for Destruction Follow Up

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- EXCEPTIONS      If any to above destruction, check where applicable
- HOLD       For Expiration       For Media
- Subject Matter Pending
- Review       Legal       Other

  
  
 Department Head Signature

06/16/14  
 Date  
 10-4-16

✓

**March 8, 2011**  
**ELECTION SUPPLIES**  
**UN-USED**

- **Gray Secrecy Envelopes**
- **Election Material Env. (white) 2 boxes**
- **I Voted Flag Stickers**
- **Return Ballot Envelopes (white) 2 boxes**

Edgar Cisneros  
Yonny Schunby  
10-4-16























### DISPOSITION OF RECORDS

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL CITY CLERK EXT. 230.

RECORDS INFORMATION					
1. DEPARTMENT NAME	2. DIVISION	3. DEPT NO.	4. PREPARER	5. DESTRUCTION DATE	
City Clerk's			Estefania Zamora		
DESCRIPTION OF CONTENTS					
6. Record Series Item No.	7. From-To Qtr/Year Date	8. Record Title	9. Original or Copy	10. Media	11. No of Boxes
n/a	1/1/08-12/31/08	Various Form 700 from annual filing period 1, 2008 - Dec. 31, 2008	Jan. O	N/A	1
n/a	1/1/07-12/31/07	Various Form 700 from annual filing period 1, 2007 - Dec. 31, 2007	Jan. O	↓	1
n/a	1/1/06-12/31/06	Various Form 700 from annual filing period 1, 2006 - Dec. 31, 2006	Jan. O		1
n/a	1/1/03-12/31/03	Various Form 700 from annual filing period 1, 2003 - Dec. 31, 2003	Jan. O		1
n/a	1/1/02-12/31/02	Various Form 700 from annual filing period 1, 2002 - Dec. 31, 2002	Jan. O		1
n/a	1/1/01-12/31/01	Various Form 700 from annual filing period 1, 2001 - Dec. 31, 2001	Jan. C		1
n/a	1/1/81-12/31/08	City Attorney Form 700 / Conflict of Interest Code	O/C		1
n/a	1/1/83-12/31/05	Personnel Departement Form 700 / Conflict of Interest Code	O		1
n/a	8/25/76-12/31/05	Parks & Rec. Form 730 / 700 - Conflict of Interest Code	O/C		1
n/a	1/1/78-12/31/06	Finance Dept. Form 721 / 730 / 700 - Conflict of Interest Code	O/C		1
n/a	1/1/81-12/31/06	Police Dept. Form 730 / 700 - Conflict of Interest Code	O/C		1
n/a	1/1/93-12/31/07	Civil Service Commission Form 700 / Conflict of Interest Code	O	1	
n/a	1/1/04-12/31/04	Arts and Culture Commission - Form 700	O	1	
n/a	1/1/05-12/31/06	Historic Preservation Commission - Form 700	O	1	

Total # of Boxes: 1

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. Return log to the City Clerk once all signatures have been obtained.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

*Estefania Zamora*  
Dept. Head Signature

10-4-16  
Date

*Estefania Zamora*  
City Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk Signature

\_\_\_\_\_  
Date

### DISPOSITION OF RECORDS

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL CITY CLERK EXT. 230.

RECORDS INFORMATION						
1. DEPARTMENT NAME	2. DIVISION	3. DEPT NO.	4. PREPARER	5. DESTRUCTION DATE		
DESCRIPTION OF CONTENTS						
6. Record Series Item No.	7. From-To Qtr/Year Date	8. Record Title	9. Original or Copy	10. Media	11. No of Boxes	
n/a	1/1/04-12/31/06	Health and Education Commission - Form 700	O	N/A	1	
n/a	1/1/76-12/31/06	Community Development - Form 730 / 700 - Conflict of Interest Code	O/C		1	
n/a	1/1/77-12/31/06	Chief Administrative Officer - Form 721 / 700	O		1	
n/a	1/1/83-12/31/01	Board of Building Appeals - Form 730 / 700 - Conflict of Interest Code	O		1	
n/a	1/1/76-12/31/06	Field Services - From 730 / 700 - Conflict of Interest Code	O		1	
n/a	1/1/78-12/31/06	Planning Commission - Form 700 (File 1)	O		1	
n/a	1/1/01-12/31/06	Planning Commission - Form 700 (File 2)	O		1	

Total # of Boxes: 1

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FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

Dept Head Signature

10-4-16  
 Date

City Manager Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 City Clerk Signature

\_\_\_\_\_  
 Date

### DISPOSITION OF RECORDS

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL CITY CLERK EXT. 230.

RECORDS INFORMATION					
1. DEPARTMENT NAME	2. DIVISION	3. DEPT NO.	4. PREPARER	5. DESTRUCTION DATE	
City Clerk's			Estefania Zamora		
DESCRIPTION OF CONTENTS					
6. Record Series Item No.	7. From-To Qtr/Year Date	8. Record Title	9. Original or Copy	10. Media	11. No of Boxes
n/a	1/1/08-12/31/08	Various Form 700 from annual filing period 1, 2008 - Dec. 31, 2008	Jan. O	N/A	1
n/a	1/1/07-12/31/07	Various Form 700 from annual filing period 1, 2007 - Dec. 31, 2007	Jan. O		1
n/a	1/1/06-12/31/06	Various Form 700 from annual filing period 1, 2006 - Dec. 31, 2006	Jan. O		1
n/a	1/1/03-12/31/03	Various Form 700 from annual filing period 1, 2003 - Dec. 31, 2003	Jan. O		1
n/a	1/1/02-12/31/02	Various Form 700 from annual filing period 1, 2002 - Dec. 31, 2002	Jan. O		1
n/a	1/1/01-12/31/01	Various Form 700 from annual filing period 1, 2001 - Dec. 31, 2001	Jan. C		1
n/a	1/1/81-12/31/08	City Attorney Form 700 / Conflict of Interest Code	O/C		1
n/a	1/1/83-12/31/05	Personnel Departement Form 700 / Conflict of Interest Code	O		1
n/a	8/25/76-12/31/05	Parks & Rec. Form 730 / 700 - Conflict of Interest Code	O/C		1
n/a	1/1/78-12/31/06	Finance Dept. Form 721 / 730 / 700 - Conflict of Interest Code	O/C		1
n/a	1/1/81-12/31/06	Police Dept. Form 730 / 700 - Conflict of Interest Code	O/C		1
n/a	1/1/93-12/31/07	Civil Service Commission Form 700 / Conflict of Interest Code	O		1
n/a	1/1/04-12/31/04	Arts and Culture Commission - Form 700	O		1
n/a	1/1/05-12/31/06	Historic Preservation Commission - Form 700	O		1

Total # of Boxes: 1

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	<u>10-4-16</u>
Date	Date
	Date
Date	Date
	Date
Date	Date







IMPORTANT-SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE COMPLETING THIS

PUBLIC RECORD PAGE 1 OF 1

### RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE.
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FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296

TRANSFER INFORMATION							
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 TRFR. DATE	7 DESTRUCTION DATE	
City Clerks Office			No	Destroy	8/18/2011	2011	
DESCRIPTION CONTENTS							
Retention Item No.	From-To Qtr/Year Date	Record Title			Alpha or Numeric	Destruction Date	
8	9	10	2011 Election Material			11	12
54-98	3/8/2011	Unused Ballots (Box 3)				9/8/2011	
<b>LOCATION: DESTRUCTION PILE</b>							

13 Pink Copy For Records Center - Use for Destruction Follow Up  
 DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

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- EXCEPTIONS If any to above destruction, check where applicable
- HOLD  For Expiration  For Media

Subject Matter Pending:  
 Review  Legal  Other

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

*Yvonne Sperry 10/11/16*  
*Elynn Cisneros*

IMPORTANT-SEE INSTRUCTIONS ON REVERSE  
SIDE OF LAST COPY BEFORE COMPLETING THIS

PUBLIC RECORD  
PAGE 1 OF 1

**RECORD TRANSFER NOTICE**

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FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296

TRANSFER INFORMATION						
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT No.	4 MEDIA	5 LOCATOR	6 TRFR DATE	7 DESTRUCTION DATE
City Clerks Office			No	Destroy	8/18/2011	2007
DESCRIPTION CONTENTS						
Retention Item No.	From-To Ctr/Year Date	Record Title			Alpha or Numeric	Destruction Date
8	9	10			11	12
		<b>2007 Election Material</b>				
	2007	Unused Ballots (Box 1)				9/1/2007
	2007	Spoiled Ballots				9/1/2007
	2007	Ballot Stubs				9/1/2007
<b>LOCATION: DESTRUCTION PILE</b>						

13 Pink Copy For Records Center - Use for Destruction Follow Up  
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- EXCEPTIONS If any to above destruction, check where applicable
- For Expiration  For Media
- Matter Pending
- Legal  Other

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

*Donna Spontz 10/11/16*  
*Edgar Cisneros*



IMPORTANT-SEE INSTRUCTIONS ON REVERSE  
SIDE OF LAST COPY BEFORE COMPLETING THIS

PUBLIC RECORD  
PAGE 1 OF 1

### RECORD TRANSFER NOTICE

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TRANSFER INFORMATION						
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No	4 MEDIA	5 LOCATOR	6 TRFR DATE	7 DESTRUCTION DATE
City Clerk's Office	Records	110	No	Destroy	8/16/2011	9/8/2011
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title			Alpha or Numeric	Destruction Date
8	9	10			11	12
54-98	2011	Martin & Chapman Receipt for Official Ballots, Precinct Supplies				2011
54-98	2011	Martin & Chapman Opto-Mark Ballot Procedures				2011
54-98	2011	Martin & Chapman Software & Instructions				2011
54-98	2011	Logic & Accuracy Test (Counters)				2011
54-98	2011	Election Day Precinct Supply (Sample)				2011
54-98	2011	Manual Tally/Re-Count Procedure forms				2011
54-98	2011	Damaged Ballot Envelopes				2011
54-98	2011	Returned Election Envelopes (Counted for)				2011
54-98	2011	Provisional Ballot Envelopes (Counted for)				2011
54-98	2011	Ballot Stubs				2011
54-98	2011	Ballots Disqualified/Not Counted				2011
54-98	2011	Ballots Received after Election Not Counted				2011
54-98	2011	Spoiled Ballots				2011
54-98	2011	Election Material Returned back from Post Office				2011
54-98	2011	Election Reports (Daily Printouts)				2011
54-98	2011	Signatures sent to LA County for verification				2011
LOCATION: DESTRUCTION PILE						
Pink Copy For Records Center - Use for Destruction Follow Up						

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

- EXCEPTIONS If any to above destruction, check where applicable
- HOLD  For Expiration  For Media

Subject Matter Description

Date

Date

Date

*Christina Schwartz 10/10/16*  
*Elynn Cisneros*

IMPORTANT-SEE INSTRUCTIONS ON REVERSE  
SIDE OF LAST COPY BEFORE COMPLETING THIS

PUBLIC RECORD  
PAGE \_\_\_ OF \_\_\_

### RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE
3. CALL CITY CLERKS OFFICE WHEN CARTON AND FORM ARE COMPLETED
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 293

TRANSFER INFORMATION						
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 TRFR. DATE	CONTAINER DESTRUCTION DATE
City Clerks Office	Records	110	NO	DESTROY	12/23/2003	2003
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title			Alpha or Numeric	File Destruction Date
8	9	10			11	12
53-98		Correspondence - Interdepartmental / General				
53-98	2000-2001	Sees's Candy				2003
53-98	2000-2001	Chief Administrative Officer				2003
53-98	2001	City Attorney				2003
53-98	2001	City Clerk				2003
53-98	2001	General Correspondence				2003
53-98	2001	Notice of Regular Meeting				2003
53-98	2001	Regular Action				2003
53-98	2001	Posting City Council Agendas				2003
53-98	2001	Monthly Expenditure Detail, Paid Billings				2003
53-98	2001	Daily Collection Report, Copier Monthly Usage Report				2003
53-98	2001	Posting City Commis. Agendas, and Consent files				2003
53-98	2001	Community Development, Engineering Department				2003
53-98	2001	Field Services Department, Finance Department				2003
53-98	2000-2001	Mayor's Office 2000-2001				2003
53-98	2001	Parks & Recreation Dept., Activity Highlights, Graffiti				2003
53-98	2001	Personnel Department, Police Department				2003
53-98	2001	Newspaper Publication Listing and Invoices				2003
53-98	1998-2001	City Clerks Association File 1 and File 2 1998-2000				2003
<b>LOCATION: DESTRUCTION PILE</b>						

13

Pink Copy For Records Center - Use for Destruction Follow Up

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

FINAL AUTHORIZATION for destruction of recods is subject to City Council Approval.

- EXCEPTIONS    If any to above destruction, check where applicable
- HOLD     For Expiration     For Media
- Subject Matter Pending
- Review     Legal     Other

*Rosanna Ray*  
\_\_\_\_\_  
Department Head Signature

1-6-04  
\_\_\_\_\_  
Date

*Donna Schmitt 10/11/16*  
*Elyse Cisneros*







### RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE.
3. CALL CITY CLERKS OFFICE WHEN CARTON AND FORM ARE COMPLETED
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296.

TRANSFER INFORMATION						
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 TRFR. DATE	7 DESTRUCTION DATE
City Clerk Office	Records	110	No	Destroy	6/16/14	2011
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title			Alpha or Numeric	Destruction Date
8	9 2009	10 Chronologicals 2009 January, February			11	12 2011
	2009	Chronologicals 2009 March, April				2011
	2009	Chronologicals 2009 May, June				2011
	2009	Chronologicals 2009 July, August				2011
	2009	Chronologicals 2009 September, October				2011
	2009	Chronologicals 2009 November, December				2011
	2009	Fireworks Stands-2009 Insurance Certificate				2011
<b>LOCATION:</b> Jade office in Basement awaiting destruction.						
13 Pink Copy For Records Center - Use for Destruction Follow Up						

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

FINAL AUTHORIZATION for destruction of records is subject to City Council Approval.

- EXCEPTIONS      If any to above destruction, check where applicable
- HOLD     For Expiration       For Media
- Subject Matter Pending
- Review     Legal     Other

*Ronald Martinis*  
\_\_\_\_\_  
Department Head Signature

*06/16/14*  
\_\_\_\_\_  
Date

*Erin Misnorek*  
\_\_\_\_\_  
Erin Misnorek

*10/11/16*



## RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
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3. CALL CITY CLERKS OFFICE WHEN CARTON AND FORM ARE COMPLETED
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FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296.

TRANSFER INFORMATION						
1 DEPARTMENT NAME	2 SUB GROUP	3 DEPT. No.	4 MEDIA	5 LOCATOR	6 TRFR. DATE	7 DESTRUCTION DATE
City Clerks Office			No	Destroy	8/18/2011	2007
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title	Alpha or Numeric	Destruction Date		
8	9	10			11	12
		<b>2007 Election Material</b>				
	2007	Unused Ballots (Box 1)				9/1/2007
	2007	Spoiled Ballots				9/1/2007
	2007	Ballot Stubs				9/1/2007
<b>LOCATION: DESTRUCTION PILE</b>						
13 Pink Copy For Records Center - Use for Destruction Follow Up						

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

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- EXCEPTIONS      If any to above destruction, check where applicable
- HOLD     For Expiration     For Media
- Subject Matter Pending
- Review     Legal     Other

Department Head Signature

Date

*Theresa L. Brown* 10/11/10  
*Theresa L. Brown*





# Community Development

PLEASE SEE INSTRUCTIONS ON  
REVERSE SIDE OF LAST COPY BEFORE  
FILLING THIS FORM

FORM 100

P11

**RECORD TRANSFER NOTICE**

PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.  
IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION  
SCHEDULE.

RETURN ALL CITY CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.  
WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.  
AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY  
RETURNED TO YOU. SECTION OR DEPARTMENT.

FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

**TRANSFER INFORMATION**

DEPARTMENT MM. DEV.	SUB-GROUP 2 Prop. Rehab.	DEPARTMENT NO. 510	MEDIA NO	LOCATOR NO. 5	TRANSFER DATE 02/7/01	DESTRUCTION DATE 02/7/06
------------------------	-----------------------------	-----------------------	-------------	------------------	--------------------------	--------------------------------

**DESCRIPTION OF CONTENTS**

Item No.	From - To Qtr/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
14-98	9 Various-2000	10 Property Rehabilitation Loan Paid Documentation  Box 1 of 2  Aguilera, Martha Aguirre, Robert Avalos, Ruben & Andrea Caro, Benjamin Diaz, Osvaldo & Armantina Duran, Augustine & Lorenza Garcia, Maria Guinta, Julio Corea, Francisco/Abundia		12  02/7/06

(13) For Records Center Pink Copy Destruction Follow-up  
DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for  
destruction. If these records are to be destroyed, please sign this authorization (below) and send to City  
Clerk within five days.  
Final authorization for destruction of records is subject to City Council approval.

EXCEPTIONS If any to above destruction,  
Check where applicable and  
Return unsigned to City Clerk.  
HOLD for review - Subject Matter Pending for  
Legal Other

DEPARTMENT HEAD

*[Handwritten Signature]*

FRONT - SEE INSTRUCTIONS ON  
 REVERSE SIDE OF LAST COPY BEFORE  
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Page

COMPLETING THIS FORM

**RECORD TRANSFER NOTICE**

- 1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
  - 2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE.
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- FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

**TRANSFER INFORMATION**

DEPARTMENT COMM. DEV.	SUB-GROUP 2 Prop. Rehab.	DEPARTMENT NO. 510	MEDIA NO 4	LOCATOR NO. 5	TRANSFER DATE 01/24/01	DESTRUCTION DATE 01/24/06
--------------------------	-----------------------------	--------------------------	------------------	------------------	---------------------------	---------------------------------

**DESCRIPTION OF CONTENTS**

Item No.	From - To Qtr/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
8 44-98	9 Various-2000	10 <u>Property Rehabilitation Loan Paid Documentation</u> Acosta, Maria Aguirre, Robert Alonzo, Vactoria Baez, Eloisa Bautista, Jesus Bentler, Ellen Caro, Benjamin Chavez, Wilfrido Correa, Mejia Francisco Crespo, Jose Daniel, Isidro Delgado, Luis & Irma Diaz, Osvaldo Duran, Augustin & Lorenza Favela, Modesta Gallegos, Guadalupe Garcia, Maria L. Garcia, Jose Gomez, Robert Giunta, Julio Herrera, Jose & Jova Hernandez, Jose Kitchen, Emilia Macias, Alberto & Irma Martin, Jose Meenderink, Mary Munoz, Enrique Murphy, Luther & Helen Palma, Jorge Perez, Antonio Perez, Joel & Guillermina Proenza, Raul & Teresa Quinto, Nellie Reyes, Laura Rivas, Rene Rosas, Jose Manuel Sanchez, Olga Santiago, Jose & Elsie Sencion, Margie Pena Summers, Hugh Trujillo, Jose Valido, Filiberto & Celia Varillas, Leopoldo & Maria Viera, Ricardo & Irma Zamora, Adalberto		12 01/24/06

*E. J. ...*  
*[Signature]*

113  
 DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are  
 destruction. If these records are to be destroyed, please sign this authorization (below) and  
 Clerk within five days.  
 Final authorization for destruction of records is subject to City Council approval.

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- HOLD for review - Subject Matter Pending for Legal other

*[Signature]*  
 DEPARTMENT HEAD

DATE

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD

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**RECORD TRANSFER NOTICE**

Page

COMPLETING THIS FORM

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
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FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
1 COMM. DEV.	2 FTHB / Prop.Rehab.	3 510	4 NO	5	6 01/24/01	7 01/24/02

DESCRIPTION OF CONTENTS					
Item No.	From - To Qtr/Date/Year	Record Title		Alpha or Numeric Series	Destruction Date
8	9	10	11	12	
47-98	1998-2000	<u>First Time Home Buyer Program - Applications Denied</u> Saucedo, Alfredo Espinoza, Alfred Lainez, Rafael Cardova, Wilfred Mendoza, Evaristo Olmos, Jose Juan Maldonado, Marco Ramirez, Mario Ramos, Elia Olmos, Jose Cordova, Wilfred Patlan, Felipe Catsro, Ruben Pulido, Jose Viramontes, Graciela Bernal, Pedro Benitez, Salvador Ovilla/ Martinez, Veronica & Juan Martinez/Macias, Frank & Felipe Rivera/Saad, Leticia & David Lagunas, Martin Soto, Dolores Solis, Ron Hernandez, Martin Gutierrez, Jaime Sandoval, Manuel Hernandez, Ricardo Macias, Gaston Cervantes, Estela Hernandez, Martin Covarubias, Antonio Duran, Ubaldo Ramirez, Adan Plascencio, Jose Gomez, Benigno Jimenez, Hedilberto			01/24/02
44-98	Various-2000	<u>Property Rehabilitation - Application Denied</u> Aguilera, Martha Capps, Joel Estrado, Gilbert Figueroa, Sonia & Martha Silva, Miguel Garcia, Moises Moraalca, Horia Bermudez, Manuel Gonzalez, Jorge Rulz, Maria Enriquez, Rodolfo Mezquita, Adan			01/24/02

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are to be destroyed, please sign this authorization (below) and return to the City Clerk within five days. Final authorization for destruction of records is subject to City Council approval.

EXCEPTIONS If any to above destruction, check where applicable and return unsigned to City Clerk.  
 HOLD for review - Subject Matter Pending for  
 Legal  Other

DEPARTMENT LEAD

*Edgar Cisneros*

3-

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE REPRODUCING THIS FORM

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**RECORD TRANSFER NOTICE**

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
  2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE.
  3. CALL CITY CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.
  4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE REFERRED FOR DESTRUCTION AUTHORIZATION.
  5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT.
- FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 399

TRANSFER INFORMATION						
DEPARTMENT COMM. DEV.	SUB-GROUP CEA	DEPARTMENT NO. 510	MEDIA NO	LOCATOR NO.	TRANSFER DATE 03/13/2006	DESTRUCTION DATE 3/13/2010
DESCRIPTION OF CONTENTS						
Item No.	From - To Qty/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8	9	10 HUNTINGTON PARK REDEVELOPMENT AGENCY		12		
27		MARAJJO 4-SFH: DDA file;		3/13/2010		
27		MARAJJO PLAZA: DDA file.		3/13/2010		
27		RUGBY PARKING LOT: file.		3/13/2010		
27		RUGBY-ZOE MEDICAL OFFICE BUILDING: DDA file;		3/13/2010		
30		Escrow file.		3/13/2010		
27		MARAJJO MEDICAL OFFICE BUILDING: DDA file.		3/13/2010		
27		SALAR 80-SFH: DDA file;		3/13/2010		
30		Escrow.		3/13/2010		
27		REGENT APARTMENTS PROJECT (116-MFH): DDA;		3/13/2010		
27		REGAL HOMES PROJECT: DDA file;		3/13/2010		
30		Escrow file.		3/13/2010		
27		RUGBY/ZOE OFFICE BUILDING AIR RIGHTS: DDA file.		3/13/2010		
27		NEW FRONTIER SANTA FE PLAZA: DDA file.		3/13/2010		
31		NEW FRONTIER SANTA FE PROJECT: Relocation		3/13/2010		
31		6421 1/2 Santa Fe Avenue;		3/13/2010		
31		6421 Santa Fe Avenue;		3/13/2010		
31		6503 Santa Fe Avenue;		3/13/2010		
31		6025 Rugby Avenue;		3/13/2010		
31		7004 Santa Fe Avenue;		3/13/2010		

(13)

For Records Center Pink Copy Destruction Follow-up  
 DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days.  
 Final authorization for destruction of records is subject to City Council approval.

- EXCEPTIONS If any to above destruction, Check where applicable and Return unsigned to City Clerk.
- HOLD for review - Subject Matter Pending for
  - Legal
  - Other

*[Signature]*  
 DEPARTMENT HEAD  
 DATE 1/15/01  
*[Signature]*  
 E. Lynn Cisneros

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF THIS COPY BEFORE FILING

COMPLETING THIS FORM

### RECORD TRANSFER NOTICE

PUBLIC

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
  2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE.
  3. DATE WHEN CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.
  4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
  5. WHEN RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT.
- FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						TRANSFER DATE	DESTRUCTION DATE
DEPARTMENT	SIS-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.			
COMMUNITY REDEVELOPMENT	REX	510	NO		02/1/2000	7	NONE
From	To	DESCRIPTION OF CONTENTS				Alpha or Numeric Series	Destruction Date
	1994	HUNTINGTON PARK PUBLIC FINANCING AUTHORITY BOND ISSUE:					12
		Official Statement (10), Local Agency Revenue Bonds, \$1,005,000, 1994, Series D.					None
	1994	HUNTINGTON PARK REDEVELOPMENT AGENCY BOND ISSUE:					None
		Official Statement (10), Santa Fe Redevelopment Project Bonds, \$3,995,000,000, Tax Allocation Revenue and Refunding Bonds, Issue of 1994, Series E.					None
		Staff Report file					2/1/2010
		Correspondence file					2/1/2010
		Original Documents file					None
		Financial Consultant file					2/1/2010
		Financials					None
		Strading Youse Carlson & Reuth/Invoices					2/1/2010
		Tax Increment Projections file					2/1/2010
		Community Systems Associates file					2/1/2010
		Santa Fe Bonding: 1991					2/1/2010
		Correspondence file (4)					2/1/2010
							2/1/2010
							2/1/2010

DESTRUCTION AUTHORIZATION - If the records listed below are eligible for destruction, please sign this authorization (below) and send to CITY CLERK'S OFFICE. If these records are not eligible for destruction, please sign this authorization (below) and send to CITY CLERK'S OFFICE.

EXEMPTION If any to avoid destruction, check where applicable and return assigned to City Clerk. Note for records - Subject Matter Pertaining to Legal Other

*[Signature]*  
 DEPARTMENT HEAD  
 DATE: 1/26/00

*[Signature]*  
 Edgar Cisneros

CO

INSTRUCTIONS ON  
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Page

**RECORD TRANSFER NOTICE**

FORM

RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.  
LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION  
CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.  
EXPIRED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.  
RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY  
YOUR SECTION OR DEPARTMENT.  
FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION					TRANSFER DATE	DESTRUCTION DATE
SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.		03/13/2006	3/13/2010
2RA	3 510	4 NO	5			

DESCRIPTION OF CONTENTS		Alpha or Numeric Series	Destruction Date
From - To Qtr/Date/Year	Record Title		
10	HUNTINGTON PARK REDEVELOPMENT AGENCY PROJECT FILES:		12
	Christopher Plaza: DDA file.		3/13/2010
	Title Reports file.		3/13/2010
	Acceptance of Property: Appraisal Proposal file.		3/13/2010
	Property Appraisal: Letters file.		3/13/2010
	F & E Appraisal Letters file.		3/13/2010
	Richland Plaza: DDA file.		3/13/2010
	Joshua Plaza: DDA file.		3/13/2010
	Richland Plaza: Appraisal Report.		3/13/2010
	Appraisal Report: 6321-021-002, 003, 004, 005, 030, 031, 032, 6321031-004, 005, 006, 007, 008, 010, and 011		3/13/2010
	Demolition Letters		3/13/2010
	Demolition Index		3/13/2010
	Blank Forms		3/13/2010
	Secretary's Certificate		3/13/2010
	Sheet Protectors		3/13/2010
	Notice of Adjournment		3/13/2010
	Notice of Special Meeting		3/13/2010
	Original Index		3/13/2010
	Housing Element (1989)		3/13/2010
	Appraisal Standards		3/13/2010
	Pending Litigation		3/13/2010

*Added*

13  
DESTRUCTION AUTHORIZATION - In accordance with established retention periods, records are to be destroyed, please sign this authorization for destruction of records is subject to City Council approval.  
If these records are to be destroyed, please sign this authorization for destruction of records is subject to City Council approval.  
EXCEPTIONS If any to above destruction, Check where applicable and Return unsigned to City Clerk.  
HOLD for review - Subject Matter Pending for: Legal Other

*[Signatures]*

SEE INSTRUCTIONS ON  
 REVERSE OF LAST COPY BEFORE

USE THIS FORM

**RECORD TRANSFER NOTICE**

Page

USE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.  
 IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RECORDS RETENTION  
 SCHEDULE.

IF THE CITY CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED,  
 IF THE ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.  
 IF OTHER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY  
 WILL BE RETURNED TO YOUR SECTION OR DEPARTMENT.  
 FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

**TRANSFER INFORMATION**

AGENCY	SUB-GROUP	DEPARTMENT NO.	MEDIA NO	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
COMMUNITY DEVELOPMENT	PRA	510	4	5	02/1/2000	NONE

**DESCRIPTION OF CONTENTS**

Item	From - To Qtr/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
065	1997	<p>HUNTINGTON PARK PUBLIC FINANCING AUTHORITY BOND            ISSUE:</p> <p>Lease Revenue Bonds, Issue of 1997, Series A,            (Wastewater System Project),            \$8,580,000/Variable Rate, Lease Revenue Bonds,            Issue of 1997, Series A, (Parking Project),            \$5,200,000/Amended Merged Project Area,            \$3,250,000, Issue of 1997 (Santa Fe            Redevelopment Project), Tax allocation and            Refunding Bonds, Issue of 1997:</p> <p>Santa Fe Refunding Bond: Staff Report file</p> <p>Santa Fe Refunding Bond: Resolutions file</p> <p>Santa Fe Refunding Bond: Resolution and            Ordinance file</p> <p>Santa Fe Refunding Bond: Correspondence</p> <p>Santa Fe Refunding Bond: Preliminary Title            Report</p> <p>Santa Fe Refunding Bond: Deed of Trust</p> <p>Santa Fe Refunding Bond: Financial Calculations</p> <p>Santa Fe Refunding Bond: Final Settlement            Agreement</p> <p>Santa Fe Refunding Bond: Financial Calculations</p> <p>Santa Fe Refunding Bond: Correspondence</p> <p>Santa Fe Refunding Bond: Draft Final            Settlement Agreement</p> <p>Santa Fe Refunding Bond: Correspondence</p> <p>Santa Fe Refunding Bond: Fiscal Consultant</p> <p>Santa Fe Refunding Bond: Trustee Services</p> <p>Santa Fe Refunding Bond: Continuing Disclosure</p>		<p>12</p> <p>2/1/2010</p>

*Erin Cisneros*

STANT - SEE INSTRUCTIONS ON  
 REVERSE SIDE OF LAST COPY BEFORE  
 COMPLETING THIS FORM

PUBLIC

**RECORD TRANSFER NOTICE**

- PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
  - IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE.
  - CALL CITY CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.
  - WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
  - AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT.
- FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA NO	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
COMM. DEV.	2RA	3 510	4	5	03/13/2006	3/13/2010

DESCRIPTION OF CONTENTS				
Item No.	From - To Qtr/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
8	9	10 HUNTINGTON PARK REDEVELOPMENT AGENCY		12
27		BALENCO BUILDING PROJECT FILES:		
27		DDA		3/13/2010
27		Covenant and Agreement to Hold 2 parcels as one		3/13/2010
27		Good Faith Deposit		3/13/2010
		Lost Tax Reimbursement		3/13/2010
27		BELL TERRACE PROJECT FILES:		
27		Bocl file		3/13/2010
27		Bocl 59 SFH: DDA		3/13/2010
27		BOCL 164 SFH: DDA		3/13/2010
		Branch Motel: DDA		3/13/2010
27		CALMARK PROJECT FILES: DDA		3/13/2010
27		164-SFH Project: DDA file		

*Elynn Cisneros*

3-1-6A

ONS ON  
BEFORE

*Edgar Cisneros*

PUBLIC

**RECORD TRANSFER NOTICE**

TRANSFER NOTICE FOR EACH STORAGE CARTON.  
ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTIC  
FFICE WHEN CARTON AND FORM ARE COMPLETED.  
RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.  
BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY  
SECTION OF DEPARTMENT  
ATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

**TRANSFER INFORMATION**

SUB-GROUP	DEPARTMENT NO.	MEDIA NO	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
2RA	3	4	5	03/13/2006	7 3/13/2010

**DESCRIPTION OF CONTENTS**

Record Title	Alpha or Numeric Series	Destruction Date
HUNTINGTON PARK REDEVELOPMENT AGENCY		12
SOUTHEAST MEDICAL CENTER PROJECT: Acquisition file		3/13/2010
WOODLAND VILLA: DDA file; Repayment Obligation file;		3/13/2010 3/13/2010
YEE PLAZA PROJECT: DDA file; Repayment Obligation file; Acquisition file; Acquisition file.		3/13/2010 3/13/2010 3/13/2010 3/13/2010
CYCLO PRODUCTS PROJECT: Project file;		3/13/2010
EGAN FILE		3/13/2010
BLANCH 13-5PM PROJECT: DDA:		

*2010*

**3-1-60**

PUBLIC

Page

SEE INSTRUCTIONS ON  
OF LAST COPY BEFORE

### RECORD TRANSFER NOTICE

THIS FORM

ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON. POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION

CITY CLERK OFFICE, WHEN CARTON AND FORM ARE COMPLETED. ESTABLISH RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION. RECORDS HAVE BEEN STORED IN THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY TO YOUR SECTION OR DEPARTMENT. FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA NO.	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
M. DEV.	2RA	3	5104	5	03/27/2006	3/27/2010

Item No.	From - To Qtr/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
10		HUNTINGTON PARK REDEVELOPMENT AGENCY PROJECT FILES:		12
27		MILES PLAZA: DDA file		3/27/2010
27		PACIFIC CENTER: DDA file;		3/27/2010
27		Misc. Correspondence file;		3/27/2010
27		Reimbursements: file		3/27/2010
27		Misc. Correspondence file		3/27/2010
27		Lugo Plaza:		3/27/2010
27		DDA		3/27/2010

*E. Lynn Cisneros*

Certificate of Completion

# 3-1-6D

RECORD TRANSFER NOTICE

THIS FORM IS TO BE COMPLETED BY THE CITY CLERK OFFICE, WHEN THE CARTON AND FORM ARE COMPLETED. ESTABLISH RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION. RECORDS HAVE BEEN STORED IN THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY TO YOUR SECTION OR DEPARTMENT. FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

INSTRUCTIONS ON  
NEXT COPY BEFORE

3-2-3B PUBLIC

FORM

**RECORD TRANSFER NOTICE**

RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.  
LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE, WHEN CARTON AND FORM ARE COMPLETED.  
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**TRANSFER INFORMATION**

SUB-GROUP	DEPARTMENT NO.	MEDIA NO	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
2RA	510 3	4	5	03/27/2006	3/27/2010

**DESCRIPTION OF CONTENTS**

From - To Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
10	HUNTINGTON PARK REDEVELOPMENT AGENCY FINANCIAL FILES:  FINANCIAL STATEMENTS: HPRA SFRMRB, 1984 SERIES A: FY 1996-97; FY 1995-96, FY 1994-95, FY 1993-94, FY 1992-93 (2 copies)		12 3/27/2010
	\$5,000,000, HP FINANCING AUTHORITY 1994 LOCAL AGENCY REVENUE BONDS, SERIES D AND E: Interim Arbitrage Rebate Analysis: 9/99, 10/98, 9/97		3/27/2010
	\$49,910,000, HP FINANCING AUTHORITY 1994 LOCAL AGENCY PARITY BONDS, 1994 SERIES A AND C: Interim Arbitrage Rebate Analysis: 10/99, 9/99, 9/97		3/27/2010
	\$19,503,000, HP REDEVELOPMENT AGENCY CBD TA REFUNDING BONDS, 1987: Interim Arbitrage Rebate Analysis: 3/98, 3/99, 3/99, 3/93, 1/93		3/27/2010
	\$23,935,000, HP REDEVELOPMENT AGENCY NRP TA REFUNDING BONDS, 1987: Interim Arbitrage Rebate Analysis: 5/97, 1/93, 4/93,		

5E

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3-2-

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IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD COMPLETING THIS FORM

PUBLIC

Page

**RECORD TRANSFER NOTICE**

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
  2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE.
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- FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
COMMUNITY DEVELOPMENT	ZRA	510	NO	5	02/1/2000	NONE

DESCRIPTION OF CONTENTS			Alpha or Numeric Series	Destruction Date
Item No.	From - To Qtr/Date/Year	Record Title		
065	1997	HUNTINGTON PARK PUBLIC FINANCING AUTHORITY BOND ISSUE: Bond Transcript, Lease Revenue Bonds, Issue of 1997, Series A, (Wastewater System Project), \$8,580,000.		None
065	1997	Official Statement (3), Lease Revenue Bonds, Issue of 1997, Series A, (Wastewater System Project), \$8,580,000.		2/1/2010
065	1997	Bond Transcript, Variable Rate, Lease Revenue Bonds, Issue of 1997, Series A, (Parking Project), \$5,200,000.		None
065	1997	Official Statement (3), Variable Rate, Lease Revenue Bonds, Issue of 1997, Series A, (Parking Project), \$5,200,000.		2/1/2010
065	1997	HUNTINGTON PARK REDEVELOPMENT AGENCY BOND ISSUE: Bond Transcript, Amended Merged Project Area, \$3,250,000, Issue of 1997 (Santa Fe Redevelopment Project), Tax allocation and Refunding Bonds, Issue of 1997.		None
065	1997	Official Statement (3), Amended Merged Project Area, \$3,250,000, Issue of 1997 (Santa Fe Redevelopment Project), Tax allocation and Refunding Bonds, Issue of 1997.		2/1/2010

(13)  
 For Records Center Pink Copy Destruction Follow-Up  
 DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are at destruction. If these records are to be destroyed, please sign this authorization (below) and send final authorization for destruction of records is subject to City Council approval.  
 Clerk within five days.

- EXCEPTIONS If any to above destruction, Check where applicable and Return unsigned to City Clerk.
- HOLD for review - Subject Matter Pending for
  - Legal
  - Other

*[Signature]*  
 DEPARTMENT HEAD

1015

*Edgar Cisneros*

LETTER-LEC

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD

**RECORD TRANSFER NOTICE**

COMPLETING THIS FORM

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN EACH STORAGE CARTON. PLEASE REFER TO RECORD RETAIN SCHEDULE.
3. CALL CITY CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, ITEMS MUST BE RETURNED FOR DESTRUCTION IMMEDIATELY.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CARTON RETURNED TO YOUR SECTION OR DEPARTMENT.

FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION							
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	RECORDS	EXPIRATION NO.	TRANSFER DATE	RESTRICTION DATE	
COMMUNITY DEVELOPMENT	DPA	510	NO		02/1/2000	NONE	
DESCRIPTION OF CONTENTS							
Item No.	From - To	DESCRIPTION			Retention Period	Disposition Date	
065	1994	HUNTINGTON PARK REDEVELOPMENT AGENCY BOND ISSUE: Bond Transcript, Casa Rita Project Bonds, Multifamily Housing Revenue Bonds, \$7,200,000, Issue of 1994. Official Statements file				None 2/1/2010	
065	1994	Resolution and Ordinance file Correspondence file (5)				None 2/1/2010	

For Records Center, Pink Copy Destruction Follow-up:  
DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days.  
Final authorization for destruction of records is subject to City Council approval.

- EXCEPTIONS If any to above destruction, Check where applicable and Return unsigned to City Clerk.
- HOLD for review - Subject Matter Pending for
  - Legal
  - Other

*Elynn Cisneros*

*[Signature]*  
DEPARTMENT HEAD  
1/26/02  
DATE

**3-1-2D**

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TS

SEE INSTRUCTIONS ON  
REVERSE OF LAST COPY BEFORE

PUBLIC

IT'S FORM

**RECORD TRANSFER NOTICE**

Page

PLACE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.  
PLEASE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RECORD RETENTION  
SCHEDULE (CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED).  
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WILL BE YOUR SECTION OR DEPARTMENT.  
FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

**TRANSFER INFORMATION**

COMMUNITY DEPARTMENT	SUB-GROUP PRA	DEPARTMENT NO. 510	MEDIA NO 4	LOCATOR NO. 5	TRANSFER DATE 02/1/2000	DESTRUCTION DATE NONE
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**DESCRIPTION OF CONTENTS**

From - To Qtr/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
1994	HUNTINGTON PARK PUBLIC FINANCING AUTHORITY BOND ISSUE:  Preliminary Official Statement, Local Agency Parity Revenue Bond Issue, \$19,490,000, 1994, Series A (2).		2/1/2010
1994	Preliminary Official Statement (2), Local Agency Taxable Parity Revenue Bond Issue, \$18,570,000, 1994, Series B.		2/1/2010
1994	Preliminary Official Statement (2), Local Agency Subordinated Revenue Bond Issue, \$30,420,000, 1994, Series C.		2/1/2010
	Cash Flow Schedule		2/1/2010
	Correspondence file (3)		2/1/2010
	Draft Bond Documents file (5)		2/1/2010
	Escrow Restructuring		2/1/2010

(13)  
For Records Center Pink Copy Destruction Follow-up  
DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for  
destruction. If these records are to be destroyed, please sign this authorization (below) and send to City  
Clerk within five days.  
Final authorization for destruction of records is subject to City Council approval.

EXCEPTIONS If any to above destruction,  
Check where applicable and  
Return unsigned to City Clerk.

HOLD for review - Subject Matter Pending for  
Legal Other

DEPARTMENT HEAD  
DATE 4/26/00  
*Edwin Cisneros*

SEE INSTRUCTIONS ON  
REVERSE OF LAST COPY BEFORE

**OK**

THIS FORM

**RECORD TRANSFER NOTICE**

ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.  
STABLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE, WHEN CARTON AND FORM ARE COMPLETED.  
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**TRANSFER INFORMATION**

UNIT DEV.	SUB-GROUP	DEPARTMENT NO.	MEDIA NO	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
	2RA	510 3	4	5	03/13/2000	2/13/2011

**DESCRIPTION OF CONTENTS**

From - To Qty/Date/Year	Record Title	Alpha or Numeric Series	Destruct Date
3	10 HUNTINGTON PARK Community Development Commission:  Staff Development: Staff Report; Staff Development: Correspondence file; Benchmark Group: 5 SFH DDA  Bruce Bertz: OPA;  Juliana Plaza: DDA file; Juliana Plaza: cont. DDA file; Juliana Plaza: Maps & Plans file; Juliana Plaza: Resolution file; Juliana Plaza: Good Faith Deposit;  Garfield 37 SFH: DDA file;  Daisy Lady Victorian Plaza: DDA file; Restricted Account file; Staff Report;		12  2/13/2011 2/13/2011 2/13/2011  2/13/2011  2/13/2011 2/13/2011 2/13/2011 2/13/2011

*Elyse Cisneros* **3-2-**  
**QUICK**

**010Q**

AN

TRANSFER INFORMATION

DEPARTMENT 1 COMM. DEV.	SUB-GROUP 2	DEPARTMENT NO. 3	MEDIA 4 NO	LOCATOR NO. 5	TRANSFER DATE 6 3/1989	DISPOSITION DATE 7
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DESCRIPTION OF CONTENTS

Item No.	From - To Qtr. Date-Year	Record Title	Amount or Numeric Series	Dispos. Date
065	1986	H.P. Agency, H.P. Industrial Redevel. Project Tax Allocation Bonds #34,005-41	\$5,405,000	1/1/99
065	1985	Industrial Revenue Bonds (Staff Dev. Co.) #34,005-2 #34,005-2	\$5,000,000	12/1/99
065	1984	H.P. Redevelopment Agency (H.P. Imp. Project) #54331-012	\$5,400,000	12/1/11
065	1984	H.P. Single-Family Residential Mortgage Rev. Bonds, Series J #34,005-20	\$25,475,000	1/1/13
065	1981	H.P. N. Redevel. Project (Tax Allocation & Revenue Bonds #34,005-7-2	\$5,520,000	4/1/14

*Edyn Cisneros*  
2014

3-1-3D

INSTRUCTIONS ON  
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FORM

**RECORD TRANSFER NOTICE**

RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.  
LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RI  
CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.  
EXPIRED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION  
ORDERS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANAR  
YOUR SECTION OR DEPARTMENT.  
FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

**TRANSFER INFORMATION**

SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
2RA	510	N	5	02/06/2006	02/06/2011

**DESCRIPTION OF CONTENTS**

From - To Qtr/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
10	HUNTINGTON PARK REDEVELOPMENT AGENCY		12
	ANNUAL REPORT: FY 1994-95;		N/A
	ANNUAL REPORT: FY 1993-94;		N/A
	ANNUAL REPORT: FY 1992-93;		N/A
	ANNUAL REPORT: FY 1991-92;		N/A
	ANNUAL REPORT: FY 1990-91;		N/A
	ANNUAL REPORT: FY 1989-90;		N/A
	ANNUAL REPORT: FY 1988-89;		N/A
	ANNUAL REPORT: FY 1987-88;		N/A

~~2011~~  
*Erin Cisneros*

## RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE.
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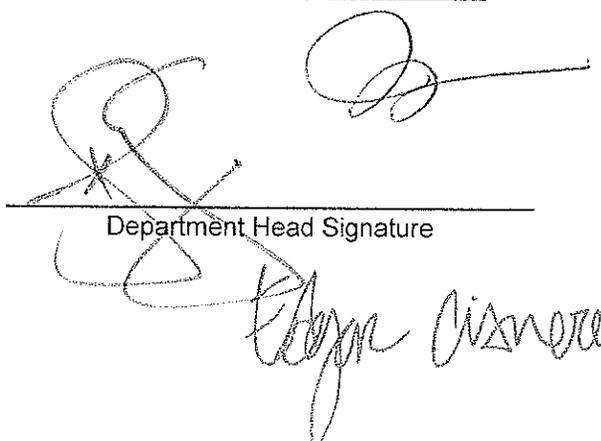
FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296.

TRANSFER INFORMATION						
1 DEPARTMENT	2 SUB-GROUP	3 DEPARTMENT	4 MEDIA	5 LOCATION No.	6 TRANSFER DATE	7 DESTRUCTION DATE
Community Development			NO		29-Sep-14	
DESCRIPTION CONTENTS					Oct 7, 2014	
8 Retention Item No.	9 From-To Qtr/Year Date	10 Record Title			11 Alpha or Numeric	12 Destruction Date
		<b>Community Development Dept Timesheets</b>				
		July thru December 2005				NR*
		January thru December 2006				NR*
*NR = No Retention required, for immediate destruction						
<b>LOCATION:</b> <i>Top of file cabinets by Archive Room</i>						
<small>13 Pink Copy For Records Center - Use for Destruction Follow Up</small>						

**DESTRUCTION AUTHORIZATION** - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

FINAL AUTHORIZATION for destruction of recods is subject to City Council Approval.

- EXCEPTIONS**      If any to above destruction, check where applicable and return unsigned to City Clerks Office
- HOLD**       For Expiration       For Media
- Subject Matter Pending
- Review       Legal       Other



Department Head Signature

*10/7/14*

Date

## RECORD TRANSFER NOTICE

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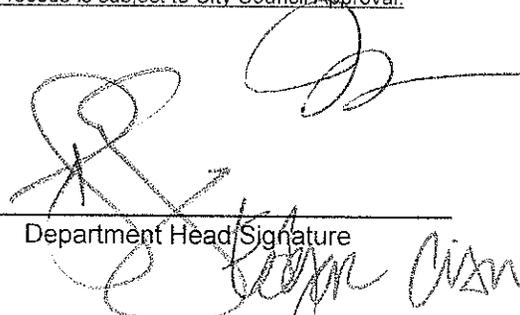
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TRANSFER INFORMATION							
1 DEPARTMENT	2 SUB-GROUP	3 DEPARTMENT	4 MEDIA	5 LOCATION No.	6 TRANSFER DATE	7 DESTRUCTION DATE	
Community Development			NO		29-Sep-14		
DESCRIPTION CONTENTS							
Retention Item No.	From-To Qtr/Year Date	Record Title			Alpha or Numeric	Destruction Date	
8	9	10			11	12	
		City Council Agenda Packets					
		<b>2004:</b>		<b>2010:</b>		2004-NR*	
		Jan 5 & 20		Jan 4 & 19		2010-NR*	
		Feb 2 & 17		Feb 1 & 16			
		Mar 1 & 15		Mar 1			
		Apr 5 & 19		April 19			
		May 3 & 17		May 3 & 17			
		Jun 7 & 21		June 7 & 21			
		Jul 5 & 19 & 27		Aug 2 & 16			
		Aug 2 & 16		Sep 7 & 20			
		Sep 7		Oct 4 & 18 & 25			
		Oct 4 & 18		Nov 1 & 15			
		Nov 1 & 15 & 29		Dec 6 & 20			
		Dec 20					
		*NR = No Retention required, for immediate destruction					
		<b>LOCATION:</b> Top of file cabinets in Archive Room					
Pink Copy For Records Center - Use for Destruction Follow Up							

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

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- HOLD**       For Expiration       For Media
- Subject Matter Pending
- Review       Legal       Other

  
 \_\_\_\_\_  
 Department Head Signature

10/7/14  
 \_\_\_\_\_  
 Date

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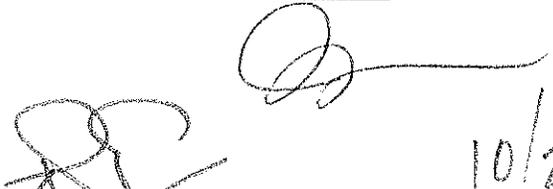
FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296.

TRANSFER INFORMATION						
1 DEPARTMENT	2 SUB-GROUP	3 DEPARTMENT	4 MEDIA	5 LOCATION No.	6 TRANSFER DATE	7 DESTRUCTION DATE
Community Development			NO		October 27, 2014	
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title			Alpha or Numeric	Destruction Date
8	9	10	11	12		
		<b>Community Development Dept Timesheets</b>				
		January thru December 2011				NR*
		January thru December 2012				NR*
		January thru December 2013				NR*
		<b>*NR = No Retention required, for immediate destruction</b>				
		<b>LOCATION:</b> <i>Top of file cabinets in Archives Room</i>				

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

FINAL AUTHORIZATION for destruction of recods is subject to City Council Approval.

- EXCEPTIONS      If any to above destruction, check where applicable and return unsigned to City Clerks Office
- HOLD       For Expiration       For Media
- Subject Matter Pending
- Review       Legal       Other

  
 \_\_\_\_\_  
 Department Head Signature

10/23/14  
 \_\_\_\_\_  
 Date

*Edgar Cisneros*

## RECORD TRANSFER NOTICE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RETENTION SCHEDULE.
3. CALL CITY CLERKS OFFICE WHEN CARTON AND FORM ARE COMPLETED
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT FOR YOUR FILES.

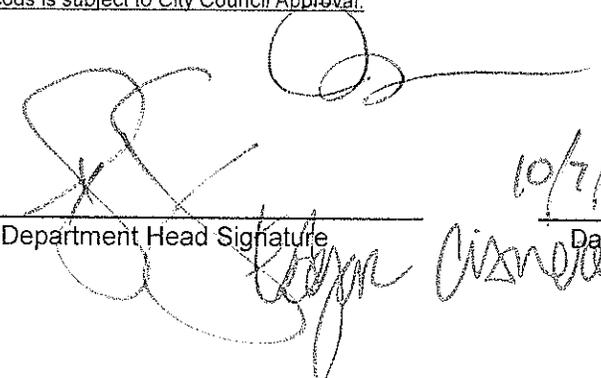
FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296.

TRANSFER INFORMATION						
1 DEPARTMENT	2 SUB-GROUP	3 DEPARTMENT	4 MEDIA	5 LOCATION No.	6 TRANSFER DATE	7 DESTRUCTION DATE
Community Develop			No		Oct 7 2014	Immediate
DESCRIPTION CONTENTS						
Retention Item No.	From-To Qtr/Year Date	Record Title			Alpha or Numeric	Destruction Date
8	9	10			11	12
		Planning Commission Agenda Packets (Jan-Dec 2006)				NR*
		Planning Commission Agenda Packets *Jan-Dec 2005)				NR*
* NR = No RETENTION REQUIRED - FOR IMMEDIATE DESTRUCTION						
LOCATION: <i>Top file cabinets by Arkline Rm</i>						
13 Pink Copy For Records Center - Use for Destruction Follow Up						

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to the City Clerks Office within five days.

FINAL AUTHORIZATION for destruction of recods is subject to City Council Approval.

- EXCEPTIONS      If any to above destruction, check where applicable and return unsigned to City Clerks Office
- HOLD       For Expiration       For Media
- Subject Matter Pending
- Review       Legal       Other

  
 Department Head Signature

10/7/14  
 Date

**RECORD TRANSFER NOTICE**

\_of

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE
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FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 Community Development	2 Planning	3 510	4	5 CommDev	6 Oct 7, 2014	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/ Date/ Year	Record Title			Alpha or Numeric Series	Destruction Date
8	9 2009-2010	10 Department Payroll Timesheets w/backup documentation January 2009-December 2010  Payroll File 2009 (Requests for Leave)  Payroll File 2010 (Requests for Leave)			11	NR
<p><i>*NR = NO RETENTION REQUIRED - FOR IMMEDIATE DESTRUCTION</i></p> <p><i>Location: Top of file cabinets by Andrew...</i></p>						

(13)

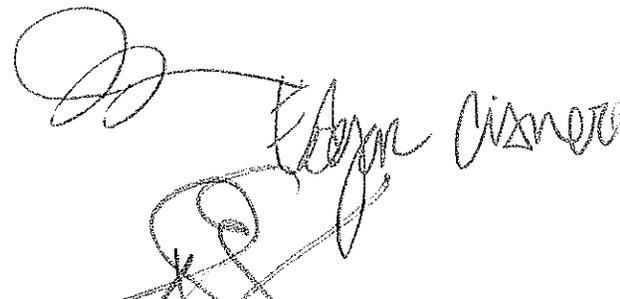
For Records Center Pink Copy Destruction Follow-Up

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days. Final authorization for destruction of records is subject to City Council Approval.

EXCEPTIONS If any to above destruction, check where applicable and return unsigned to City Clerk

HOLD

for expiration    Media   
 for review - Subject Matter Pending  
 Legal                      Other

  
 Edgardo Cisneros  
 DEPARTMENT HEAD  
 DATE 10/7/14

URGENT - SEE INSTRUCTIONS ON  
REVERSE SIDE OF LAST COPY BEFORE  
COMPLETING THIS FORM

**RECORD TRANSFER NOTICE**

PUBLIC REC'D  
PAGE 1 OF 1

- 1 PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON
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- 5 AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
Community Development	Redevelopment Agency	3	Yes	SEE BELOW	09/07/99	SEE BELOW

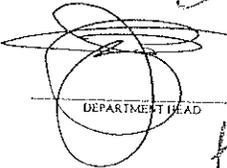
DESCRIPTION OF CONTENTS				
Item No	From - To Quarter/ Date/ Year	Record Title	Alpha or Numeric Series	Destruction Date
5		Agenda Packets - Redevelopment Provides support documentation for Agency meetings.	11	12
	*Nov 1978	Agenda Packets		2002
	*Aug 1980			" "
	*Sept 1980			" "
	*Sept 1981			" "
	*Oct 1981			" "
	*Dec 1981			" "
	*Jan 1983			" "
	*Dec 1983	(plus Agendas only for 1975,76,77,78,79,80,81 and 1982)		" "
	*Jan 1984			" "
	*Nov 1984			" "
	*Dec 1984			" "
	*Sept 1985	LOCATION: 5-1-2D; 5-1-3E; 5-1-4C,D; 5-1-5A,B,C,D;		" "
	*Oct 1985			" "
	*May 1986	LOCATION: 5-1-6A,B,C,D.		" "
	*June 1986			" "
	*Nov 1986			" "
	*Dec 1986			" "
	*Apr 1987			" "
	*May 1987			" "
	*Oct 1987			" "
	*Nov 1987	(* indicates one box)		" "
	*May 1988			" "
	*June 1988			" "
	*May 1989			" "

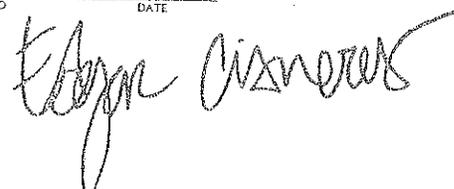
For Records Center Pink Copy Destruction Follow-Up

**DESTRUCTION AUTHORIZATION** - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days. Final authorization for destruction of records is subject to City Council Approval.

- EXCEPTIONS** If any to above destruction, check where applicable and return unsigned to City Clerk
- HOLD**
- for expiration
  - for review - Subject Matter Pending
  - Legal Other

10/12/116

  
 DEPARTMENT HEAD

  
 DATE

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD.

PUBLIC

COMPLETING THIS FORM

**RECORD TRANSFER NOTICE**

Page

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
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FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
COMM. DEV.	2RA	510	NO		03/13/2006	3/13/2010

DESCRIPTION OF CONTENTS				
Item No.	From - To Qtr/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
10		HUNTINGTON PARK REDEVELOPMENT AGENCY PROJECT FILES:		12
		Christopher Plaza: DDA file.		3/13/2010
		Title Reports file.		3/13/2010
		Acceptance of Property: Appraisal Proposal file.		3/13/2010
		Property Appraisal: Letters file.		3/13/2010
		F & E Appraisal Letters file.		3/13/2010
		Richland Plaza: DDA file.		3/13/2010
		Joshua Plaza: DDA file.		3/13/2010
		Richland Plaza: Appraisal Report.		3/13/2010
		Appraisal Report: 6321-021-002, 003, 004, 005, 030, 031, 032, 6321031-004, 005, 006, 007, 008, 010, and 011.		3/13/2010
		Demolition Letters		3/13/2010
		Demolition Index		3/13/2010
		Blank Forms		3/13/2010
		Secretary's Certificate		3/13/2010
		Sheet Protectors		3/13/2010
		Notice of Adjournment		3/13/2010
		Notice of Special Meeting		3/13/2010
		Original Index		3/13/2010
		Housing Element (1989)		3/13/2010
		Appraisal Standards		3/13/2010
		Pending Litigation		3/13/2010

added  
 10/12/10

For Records Center Pink Copy Destruction Follow-up  
 DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days.  
 Final authorization for destruction of records is subject to City Council approval.

- EXCEPTIONS If any to above destruction,  
 Check where applicable and  
 Return unsigned to City Clerk.  
 HOLD for review - Subject Matter Pending for  
 Legal Other

  
 DEPARTMENT HEAD  
 3/14/10  
 DATE

*Elynn Cisneros*

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORDS

PUBLIC

2

**RECORD TRANSFER NOTICE**

Page

COMPLETING THIS FORM

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
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FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION							
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	REGA NO	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE	
COMM. DEV.	RAA	510	NO		03/13/2006	3/13/2010	
DESCRIPTION OF CONTENTS							
Item No.	From - To Qty/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date			
8		10 BRITTINGTON PARK REDEVELOPMENT AGENCY		12			
27		ATLANTIC CENTER PROJECT: DDA file,		3/13/2010			
30		Grant Deed file.		3/13/2010			
27		DAISY LADY VICTORIAN CENTER PROJECT FILES:		3/13/2010			
30		DDA;		3/13/2010			
30		Grant Deed file.		3/13/2010			
30		CITY FLOOD: Agreement file, RRA file.		3/13/2010			
27		SHASTAN Project 10A: DDA file		3/13/2010			
27		SHASTAN Project 17A: DDA file		3/13/2010			
27		RANDOLPH HOUSE PROJECT: DDA file; Misc. file.		3/13/2010			
27		PLAZA LE POPULAR PROJECT: DDA file;		3/13/2010			
27		DESIGN CONSTRUCTION 259-5TH PROJECT: DDA file		3/13/2010			
27		DDA ZELL CENTER PROJECT:		3/13/2010			
27		DDA file;		3/13/2010			
27		Certificate of Completion file;		3/13/2010			
27		HP VICTORIAN Plaza project:		3/13/2010			
27		DDA file;		3/13/2010			
27		Covenant to Maintain two parcels as one.		3/13/2010			

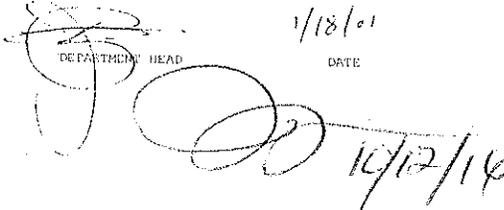
113

FOR RECORDS CENTER FINE COPY DESTRUCTION FOLLOW-UP:

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days.

Final authorization for destruction of records is subject to City Council approval.

- \_\_\_ EXCEPTIONS If any to above destruction, Check where applicable and Return unsigned to City Clerk.
- \_\_\_ HOLD for review - Subject Matter Pending for
  - \_\_\_ Legal
  - \_\_\_ Other

1/18/01  
 DATE  
 DEPARTMENT HEAD  


IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD

**RECORD TRANSFER NOTICE**

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FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
COMMUNITY DEVELOPMENT	2RA	510	NO		02/1/2000	NONE

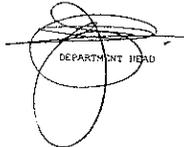
  

DESCRIPTION OF CONTENTS				
Item No.	From - To Qty/Packs/Year	Record Title	Alpha or Numeric Series	Destruction Date
065	1994	HUNTINGTON PARK REDEVELOPMENT AGENCY BOND ISSUE: Bond Transcript, Casa Rita Project Bonds, Multifamily Housing Revenue Bonds, \$7,200,000, Issue of 1994.		None
065	1994	Official Statements file Resolution and Ordinance file Correspondence file (5)		2/1/2010 None 2/1/2010

(13)

For Records Center Pink Copy Destruction Follow-up:  
 DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days.  
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- \_\_\_ HOLD for review - Subject Matter Pending for
  - \_\_\_ Legal
  - \_\_\_ Other

  
 DEPARTMENT HEAD

1/26/02  
 DATE

 10/12/14



IN-STATE - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE COMPLETING THIS FORM

**RECORD TRANSFER NOTICE**

PUBLIC

Page

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
  2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE.
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- FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 255

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
COMM. DEV.	IRA	510	NO		03/13/2000	3/13/2016
DESCRIPTION OF CONTENTS						
Item No.	From - To Qty/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
27		BURTINGTON PARK REDEVELOPMENT AGENCY				
27		HORN'S SLAUGHTER PROJECT: DDA file		3/13/2016		
27		NORTH RENAISSANCE PROJECT FILES: DDA; Maps & Plans files		3/13/2016		
27		SEVILLE GARDENS PROJECT FILES: DDA		3/13/2016		
27		TRIPLE H DEVELOPMENT Project: DDA file		3/13/2016		
27		TWEEDY HOUSE Project: DDA file		3/13/2016		
27		SHITSFAM 27-SFH PROJECT: DDA file		3/13/2016		
27		SHITSFAM 59-SFH PROJECT: DDA file		3/13/2016		
27		56 <sup>th</sup> STREET SENIOR HOUSING PROJECT: DDA file		3/13/2016		
27		JOSHUA PLAZA PROJECT:				
27		DDA file;				
27		Certificate of Completion file;		3/13/2016		
27		Promissory Note (\$19,250) file;		3/13/2016		
27		Minimum Taxable Assessed Market Value file;		3/13/2016		
27		Correspondence file;		3/13/2016		
27		Escrow file;		3/13/2016		
27		Jane Plaza project: DDA file;		3/13/2016		

113  
 For Records Center Pink Copy Destruction Follow-up  
 DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days.  
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- EXCEPTIONS If any to above destruction,  
 Check where applicable and  
 Return unsigned to City Clerk.  
 HOLD for review - Subject Matter Pending for  
 \_\_\_ Legal \_\_\_ Other

DEPARTMENT HEAD

DATE

10/12/16

*Edgar Cisneros*

IMPORTANT: SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD

PUBLIC

**RECORD TRANSFER NOTICE**

Page

COMPLETING THIS FORM

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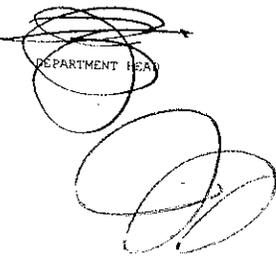
TRANSFER INFORMATION							
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE	
COMM. DEV.	2 Prop. Rehab.	510	NO		02/7/01		02/7/06

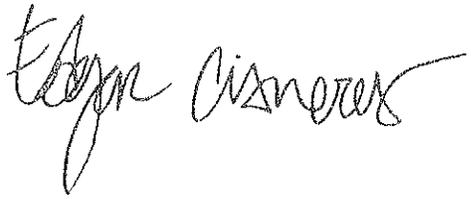
  

DESCRIPTION OF CONTENTS			
Item No.	From - To Qt./Date/Year	Record Title	Alpha or Numeric Series
44-98	Various-2000	Property Rehabilitation Loan Paid Documentation  Box 1 of 2  Aguilera, Martha Aguirre, Robert Avalos, Ruben & Andrea Caro, Benjamin Diaz, Osvaldo & Armantina Duran, Agustine & Lorenza Garcia, Maria Guinea, Julio Corea, Francisco/Abundia	

113  
 For Records Center Pink Copy Destruction Follow-up  
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- HOLD for review - Subject Matter Pending for
  - Legal
  - Other

DEPARTMENT HEAD  
  
 10/12/10



INSTRUCTIONS - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY FEDERAL RECORDS

PUBLIC

Page

COMPLETE THIS FORM

**RECORD TRANSFER NOTICE**

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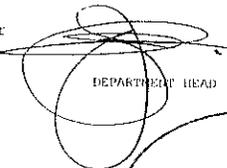
FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 296

TRANSFER INFORMATION						
DEPARTMENT COMMUNITY DEVELOPMENT	SUB-GROUP TRA	DEPARTMENT NO. 510	MEDIA NO	LOCATOR NO.	TRANSFER DATE 02/1/2000	DESTRUCTION DATE NONE

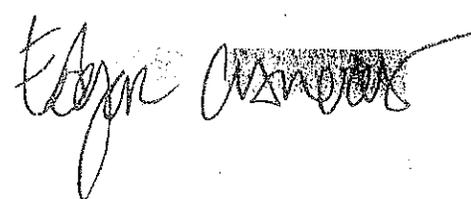
DESCRIPTION OF CONTENTS				
Item No.	From - To Attestation	Record Title	Alpha or Numeric Series	Destruction Date
065	1994	HUNTINGTON PARK PUBLIC FINANCING AUTHORITY BOND ISSUE: Preliminary Official Statement, Local Agency Parity Revenue Bond Issue, \$19,490,000, 1994, Series A (2).		2/1/2010
065	1994	Preliminary Official Statement (2), Local Agency Taxable Parity Revenue Bond Issue, \$18,570,000, 1994, Series B.		2/1/2010
065	1994	Preliminary Official Statement (2), Local Agency Subordinated Revenue Bond Issue, \$30,420,000, 1994, Series C.		2/1/2010
		Cash Flow Schedule		2/1/2010
		Correspondence file (3)		2/1/2010
		Draft bond Documents file (5)		2/1/2010
		Escrow Restructuring		2/1/2010

For Records Center, Pink Copy Destruction Authorization - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days. Final authorization for destruction of records is subject to City Council approval.

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- HOLD for review - Subject Matter Pending for  
 Legal  Other

DEPARTMENT HEAD  DATE 1/26/00

 10/12/16



TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.	TR. DATE	DESTRUCTION DATE
COMM. DEV.			NO		3/1989	

DESCRIPTION OF CONTENTS				
Item No	From - To Qtr./Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
065	1986	H.P. Agency, H.P. Industrial Redev. Project Tax Allocation Bonds #34,005-41	\$2,405,000	4/1/98
065	1985	Industrial Revenue Bonds (Staff Dev. Co.) #34,005-2 #34,005-2	\$6,000,000	12/1/99
065	1984	H.P. Redevelopment Agency (H.P. Inn. Project) #54331-012	\$5,400,000	12/1/11
065	1984	H.P. Single-Family Residential Mortgage Rev. Bonds, Series A #34,005-20	\$26,475,000	1/1/13
065	1981	H.P. N. Redev. Project (Tax Allocation & Revenue Bonds #34,005-7-2	\$3,320,000	4/1/14

2014

*[Signature]* 10/12/16

*Elynn Cisneros*

Item No.	From To Qtr./Date/Year	DESCRIPTION OF CONTENTS		
		Record Title	Alpha or Numeric Series	Destruction Date
065	1983	Loans to Lenders (Gibraltar Savings & Loans Association (Staff Projects) Volume I #34,005-14	\$3,820,000	4/1/95
065	1983	Loans to Lenders (Gibraltar Savings & Loans Association (Staff Projects) Volume II #34,005-14	\$3,820,000	4/1/95
065	1983	Loans to Lenders (Gibraltar Savings & Loans Association (Staff Projects) Volume III #34,005-14	\$3,820,000	4/1/95
065	1984	Industrial Development Authority (Gibraltar Project #5354-001)	\$7,150,000	12/1/96
065	1984	H.P. Industrial Tax Allocation Refunding Bonds #54331-014	\$5,530,000	4/1/14

2014

NO

*[Signature]* 12/12/14

*Edgar Cisneros*

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD

PUBLIC

**RECORD TRANSFER NOTICE**

Page

- COMPLETING THIS FORM
1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
  2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON, PLEASE REFER TO RECORD RETENTION SCHEDULE.
  3. CALL CITY CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.
  4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
  5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE PROVIDED AND THE CANARY COPY RETURNED TO YOUR SECTION OR DEPARTMENT.
- FOR INFORMATION REGARDING RECORDS STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
COMM. DEV.	2 Prop. Rehab.	510	NO		02/7/01	02/7/06

DESCRIPTION OF CONTENTS				
Item No.	From - To Oct/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
44-98	Various-2000	Property Rehabilitation Loan Paid Documentation  Box 2 of 2  Herrera, Jose Hopper, Carol Macias, Alberto & Irma Palomares, Gilberto & Maria Elena Perez, Anacleto & Esther Perez, Gladys Quintos, Nelly Rico, Delia Ruelas, Jose Santana, Arnold Summers, Hugh Zuniga, Jorge & Bertha		02/7/06

2006

(13)

For Records Center, Pink Copy Use

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days.  
Final authorization for destruction of records is subject to City Council approval.

- EXCEPTIONS If any to above destruction, Check where applicable and Return unsigned to City Clerk.
- HOLD for review - Subject Matter Pending for  
 Legal     Other

DEPARTMENT HEAD

14/12/14

*Edgar Cisneros*

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD

**RECORD TRANSFER NOTICE**

PUBLIC Page

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
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DEPARTMENT		SUB-GROUP		DEPARTMENT		TRANSFER DATE		DESTRUCTION DATE	
COMMUNITY DEVELOPMENT		BRA		NO 510		02/1/2000		7 NONE	

Item No.	From - To Qtr/Date/Year	DESCRIPTION OF CONTENTS			Alpha or Numeric Series	Destruction Date
		Record Title				
065	1994	HUNTINGTON PARK PUBLIC FINANCING AUTHORITY BOND ISSUE: Preliminary Official Statement, Local Agency Parity Revenue Bond Issue, \$13,490,000, 1994, Series A (2).				2/1/2010
065	1994	Preliminary Official Statement (2), Local Agency Taxable Parity Revenue Bond Issue, \$18,570,000, 1994, Series A				2/1/2010
065	1994	Preliminary Official Statement Subordinated Revenue Agency Subordinated Revenue, \$30,420,000, 1994, Series A				
		Cash Flow Schedule				
		Correspondence file (3)				
		Draft Bond Documents file				
		Escrow Restructuring				

2010

DESTRUCTION AUTHORIZATION - In accordance with established destruction schedule, if these records are to be destroyed, please return this form to the City Clerk within five days. Final authorization for destruction of records is subject to the City Clerk's review.

EXCEPTIONS If any to above destruction, check where applicable and return unsigned to City Clerk.  
 HOLD for review - Subject Matter Pending for  
 Legal Other

DEPARTMENT HEAD

1/26/00  
DATE

*[Signature]* 10/2/10

*[Signature]* Edgson Cisneros

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD

PUBLIC

COMPLETING THIS FORM

**RECORD TRANSFER NOTICE**

Page

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
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TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATOR NO.	TRANSFER DATE	DESTRUCTION DATE
COMM. DEV.	2RA	510	NO	2-2-00	03/13/2006	3/13/2010

DESCRIPTION OF CONTENTS			
Item No.	From - To Qtr/Date/Year	Record Title	Alpha or Numeric Series Destruction Date
3		HUNTINGTON PARK REDEVELOPMENT AGENCY PROJECT FILES:	12
		Relocation File: Juan Elizarraras property/ 2675 Belgrave Avenue.	3/13/2010
		Pacific Center: DDA/OFA's file.	3/13/2010
		Relocation File: James D. Maria/6400 Santa Fe Avenue.	3/13/2010
		PHI 6 SFH: DDA file.	3/13/2010
		PHI 6 SFH: DDA file.	3/13/2010
		PHI 20 SFH: DDA file.	3/13/2010
		Margarita Plaza: Acquisition Correspondence file.	3/13/2010
		North Slauson Shopping Center: Correspondence file.	3/13/2010
		Redevelopment Plan Amendment: Merged project area: Correspondence file.	3/13/2010
		Randolph Homes: Correspondence file.	3/13/2010
		Steelworkers Oldtimers Foundation: General file.	3/13/2010
		Di Maria: Leases, Agreements & Appraisals file.	3/13/2010
		Di Maria: Escrow file.	3/13/2010
		Lugo Plaza: Bonds file.	3/13/2010
		Relocation File: James D. Maria/6400 Santa Fe Avenue.	3/13/2010

(13)

( + add Nickerson, Nick - Misc. )

Final Records Center Pink Copy Destruction Follow-up  
 DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days.  
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EXCEPTIONS If any to above destruction, Check where applicable and Return unsigned to City Clerk.  
 HOLD for review - Subject Matter Pending for  
 \_\_\_ Legal Other

DEPARTMENT HEAD DATE 3/14/06  
 19/17/16

*Edgar Cisneros*

# Finance

IMPORTANT - SEE INSTRUCTIONS ON  
REVERSE SIDE OF LAST COPY BEFORE  
COMPLETING THIS FORM

PUBLIC RECORD  
PAGE \_\_\_ OF \_\_\_

**RECORD TRANSFER NOTICE**

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FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT FINANCE	SUB-GROUP ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Box #	Destruction Date	
8	9	10	11	12		
28-98	2002	State of CA DE-3 Reports			2009	
31-98	2002	Tax Returns - W2's " " - 1099's			2009	
30-98	2002	Federal Income Tax 941 E-Quarterly			2009	
9-98	2000-02	City Utility Tax County Property Tax Assessment County Court Fines & Forfeiture County Property Transfer Tax County MTA Prop C Local Return County MTA Prop A Local Return Juvenile Traffic Fines County Miscellaneous Collections			2009	
9-98	2000-02	State South Coast AQMD AB2766 State Mandated Cost Claims State Highway Users Tax Apportionment State Off-Highway Motor Vehicle Apportionment State Special Supplemental Subvention State Motor Vehicle License Fees State Public Employees Retirement State Miscellaneous Collections			2009	

For Records Center Pink Copy Destruction Follow-Up

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- HOLD
- for expiration
  - for review - Subject Matter Pending
  - Legal
  - Media
  - Other

*Elba Bustillo*  
\_\_\_\_\_  
(DEPARTMENT HEAD)      4-21-2009  
DATE

*Eduardo Cisneros*

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE COMPLETING THIS FORM

**RECORD TRANSFER NOTICE**

PUBLIC RECORD PAGE \_\_\_ OF \_\_\_

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TRANSFER INFORMATION						
DEPARTMENT	ACCTING	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8 21-98	9	10	Warrant Copies w/Back-Up		11	12 2011
	01/07/08-01/20/08	"	148665-149130		Box #	
	01/22/08-02/19/08	"	149131-149551		240	
	02/19/08-03/17/08	"	149552-150127		241	
	03/17/08-04/21/08	"	150128-150563		242	
	04/21/08-05/05/08	"	150564-151038		243	
	05/19/08-06/02/08	"	151039-151497		244	
	06/02/08-06/18-08	"	151498-151772		245	
	07/07/08-07/21/08	"	151773-152270		246	
	07/21/08-08/18/08	"	152271-152806		247	
	08/18/08-09/02/08	"	152807-153222		248	
	09/15/08-10/06/08	"	153223-153811		249	
	10/06/08-10/20/08	"	153812-154247		250	
	11/03/08-11/17/08	"	154248-154758		251	
	11/19/08-12/15/08	"	154759-155235		252	
					253	

For Records Center Pink Copy Destruction Follow-Up

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EXCEPTIONS If any to above destruction, check where applicable and return unsigned to City Clerk.

- HOLD
- for expiration Media
  - for review - Subject Matter Pending
  - Legal Other

*Carlton S. ...*  
 DEPARTMENT HEAD 8-25-2011  
 DATE

*E. ...*  
 ...

**RECORD TRANSFER NOTICE**

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TRANSFER INFORMATION						
DEPARTMENT FINANCE	ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8 21-98	9	10 Warrant B Yellow Copies w/Back-Up			11 Box #	12 2008
	12/20/04-01/17/05	" 129741-130423			207	
	01/19/05-02/21/05	" 130424-131170			208	
	02/23/05-03/21/05	" 131171-131686			209	
	04/04/05-05/02/05	" 131687-132248			210	
	05/02/05-06/06/05	" 132249-132767			211	
	06/20/05-07/18/05	" 132768-133571			212	
	08/01/05-09/06/05	" 133572-134268			213	
	09/19/05-10/17/05	" 134269-134895			214	
	11/07/05-11/21/05	" 134896-135521			215	
	12/05/05-12/19/05	" 135522-135987			216	

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- for expiration                      Media
  - for review - Subject Matter Pending
  - Legal    Other

  
 DEPARTMENT HEAD                      4/21/2009                      DATE



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TRANSFER INFORMATION							
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE	
1 FINANCE	2 ACCTING	3 310	4	5	6	7	
DESCRIPTION OF CONTENTS							
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date	
8 32-98	7/99-6/02	10	Employee Medical Info Listing			11	12 2006
83-98	01/03/00-11/06/00	Wells Fargo Bank - General Account			103000-106799	2007	
83-98	01/14/00-06/30/00	Wells Fargo Bank - Payroll Account			104361-107499	2007	
25-98	8/15/04-12/19/04	Payroll Registers & Distribution: ✓ PARS, Tax, Benefit, Hours/Leave Cumulative Report Check Register Direct Deposit Register Deduction Register				2007	
4-98	1995-2002	State Street & Controllers Report				2005	
83-98	07/91-12/92	Bank Reconciliation -- Security Pacific National Bank ✓				1995	
	01/93-06/99	" Bank of America				2002	
	07/99-06/03	" Wells Fargo Bank				2006	
	07/03-06/04	" Wells Fargo Bank				2007	
25-98	7/04-12/04	Account Payables Registers: Demand Register Positive Pay Accounts Payable Update & Edit List Preliminary Check Registers Bank Transfer List Check Register by Department/Division Check Disbursement Journal				2007	

For Records Center Pink Copy Destruction Follow-Up

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- for expiration Media
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  - Legal Other

  
 DEPARTMENT HEAD 4/28/2007  
 DATE



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TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 Finance	2 Revenue Collections	3 310	4 NO	5 SEE BELOW	6 06/06/01	7 SEE BELOW

DESCRIPTION OF CONTENTS				
Item No.	From - To Quarter/ Date/ Year	Record Title	Alpha or Numeric Series	Destruction Date
83	01/1998 to 12/1998	Canceled Checks RSF-A/P-Payroll  <i>2 boxes</i>		12/2001
LOC: _____				

(13) For Records Center Pink Copy Destruction follow-up  
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- for review - Subject Matter Pending
- Legal Other

*Returned file from slot*

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

*Edgar Cisneros*

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TRANSFER INFORMATION						
DEPARTMENT FINANCE	SUB-GROUP ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
DESCRIPTION OF CONTENTS						
Item No.	From -To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
25-98	7/00-6/01	10 Statistical Labor Distribution " Summary Report by Fund " Summary Report by Fund Quarterly " Detail by Employee Quarterly " Detail by Fund " Detail by Employee " Timesheet Edit Register Salary Distribution Expense Report Open Purchase Orders Report Open Payables Report by Vendor Cash Requirements Report Invoice Edit Report by Name Open Payables Report by G.L. Account New Purchase Order Report by PO Number Vendor Invoices Selected for Payment Accounts Payable Expenditure Report				2004
25-98	7/00-6/01	Balance Sheet Summary By Ledger End of Day Journal Posting Warrant Resolution Balance Sheet Summary By Fund Revenue Recap Department Expenditure Summary Report				2004
39-98	7/00-6/01	Revenue Receipts by Account by Date Revenue Receipts Sorted by Date by Account				2004

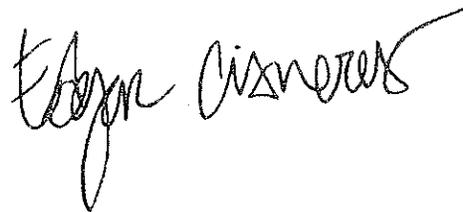
For Records Center Pink Copy Destruction Follow-Up

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- HOLD
- for expiration
  - for review - Subject Matter Pending
  - Legal
  - Media
  - Other

  
 DEPARTMENT HEAD      12-15-4  
 DATE



**RECORD TRANSFER NOTICE**

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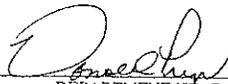
TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2 ACCTING	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Deletion Date		
8 25-98	9 7/01-6/02	10 Statistical Labor Distribution " Summary Report by Fund " Summary Report by Fund Quarterly " Detail by Employee Quarterly " Detail by Fund " Detail by Employee " Timesheet Edit Register Salary Distribution Expense Report Open Purchase Orders Report Open Payables Report by Vendor Cash Requirements Report Invoice Edit Report by Name Open Payables Report by G.L. Account New Purchase Order Report by PO Number Vendor Invoices Selected for Payment Accounts Payable Expenditure Report	11	12 2005		
25-98	7/01-6/02	Balance Sheet Summary By Ledger End of Day Journal Posting Warrant Resolution Balance Sheet Summary By Fund Revenue Recap Department Expenditure Summary Report		2005		
39-98	7/01-6/02	Revenue Receipts by Account by Date Revenue Receipts Sorted by Date by Account		2005		

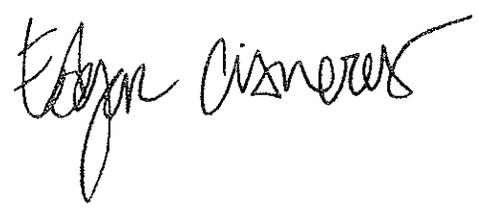
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HOLD  for expiration      Media   
 for review - Subject Matter Pending  
 Legal                              Other

  
 DEPARTMENT HEAD      7/6/5  
 /DATE



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TRANSFER INFORMATION						
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FINANCE	ACCT'G	310				
DESCRIPTION OF CONTENTS						
Item No.	From -To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
25-98	7/02-6/03	Statistical Labor Distribution " Summary Report by Fund " Summary Report by Fund Quarterly " Detail by Employee Quarterly " Detail by Fund " Detail by Employee " Timesheet Edit Register Salary Distribution Expense Report Open Purchase Orders Report Open Payables Report by Vendor Cash Requirements Report Invoice Edit Report by Name Open Payables Report by G.L. Account New Purchase Order Report Vendor Invoices Selected for Payment Accounts Payable Expenditure Report CDC Demand & Warrant Register		2006		
25-98	7/02-6/03	Balance Sheet Summary By Ledger End of Day Journal Posting Demand Register Balance Sheet Summary By Fund Revenue Recap Department Expenditure Summary Report Appropriation Recap		2006		
39-98	7/02-6/03	Revenue Receipts by Account by Date Revenue Receipts Sorted by Date by Account		2006		

For Records Center Pink Copy Destruction Follow-Up

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EXCEPTIONS If any to above destruction, check where applicable and return unsigned to City Clerk.

- HOLD
- for expiration
  - for review - Subject Matter Pending
  - Legal
  - Media
  - Other

*[Signature]*  
DEPARTMENT HEAD

*10/27/2007*  
DATE

*[Signature]*  
Elynn Cisneros

**RECORD TRANSFER NOTICE**

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RECORD RETENTION SCHEDULE.
3. CALL CITY CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE TO YOUR SECTION OR DEPARTMENT.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT FINANCE 1	SUB-GROUP ACCTING 2	DEPARTMENT NO. 310 3	MEDIA 4	LOCATION NO. 5	TRANSFER DATE 6	DESTRUCTION DATE 7
DESCRIPTION OF CONTENTS						
Item No. 8	From -To Quarter/Date/Year 9	Record Title 10			Alpha or Numeric Series 11	Destruction Date 12
25-98	7/03-6/04	Statistical Labor Distribution " Summary Report by Fund " Summary Report by Fund Quarterly " Detail by Employee Quarterly " Detail by Fund " Detail by Employee " Timesheet Edit Register Salary Distribution Expense Report Open Purchase Orders Report Open Payables Report by Vendor Cash Requirements Report Invoice Edit Report by Name Open Payables Report by G.L. Account New Purchase Order Report Vendor Invoices Selected for Payment Accounts Payable Expenditure Report CDC Demand & Warrant Register				2007
25-98	7/03-6/04	Balance Sheet Summary By Ledger End of Day Journal Posting Demand Register Balance Sheet Summary By Fund Revenue Recap Department Expenditure Summary Report Appropriation Recap				2007
39-98	7/03-6/04	Revenue Receipts by Account by Date Revenue Receipts Sorted by Date by Account				2007

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- HOLD
- for expiration
  - for review - Subject Matter Pending
  - Legal
  - Media
  - Other

*Ronald Hyl*  
 DEPARTMENT HEAD      10/23/2007  
 DATE

*Elyse Cisneros*

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TRANSFER INFORMATION						
DEPARTMENT FINANCE	SUB-GROUP ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8	9	10	11	12		
25-98	2001	OASDI/Medicare/UnitedWay/Garnishment/PTEE's Ded Register Quarter to Date Payroll Register Current Payroll Register Health/Cancer/Dental/Life Deduction Register Credit Union Deduction Register PERS Deduction Register Timesheet Edit Register Def Comp/Police & Gen Assn Deduction Register Current Earning Register Labor Distribution Detail by Employee Labor Distribution Detail by PERS Labor Distribution Detail by Program Labor Distribution Detail by Fund Check Register Checksum Report Year to Date Hours Register				2004
14-98	1996-97	Revenue Transaction Reports				2004
11-98	1996-97	Expenditure Transaction Report				2004
5-98	2000-01	Project Expenditure Summary Report				2004
22-98	2000-01	Warrant Register by Reso, Account & Number				2004
12-98	2000-01	Fund Program Summary Report				2004

For Records Center Pink Copy Destruction Follow-Up

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- HOLD
- for expiration Media
  - for review - Subject Matter Pending
  - Legal Other

*[Signature]*  
 DEPARTMENT HEAD      12-15-97  
 DATE

*[Signature]*  
 Edgyn Cisneros

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TRANSFER INFORMATION						
DEPARTMENT FINANCE	SUB-GROUP ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
25-98	2002	OASDI/Medicare/UnitedWay/Garnishment/PTEE's Ded Register Quarter to Date Payroll Register Current Payroll Register Health/Cancer/Dental/Life Deduction Register Credit Union Deduction Register PERS Deduction Register Timesheet Edit Register Def Comp/Police & Gen Assn Deduction Register Current Earning Register Labor Distribution Detail by Employee Labor Distribution Detail by PERS Labor Distribution Detail by Program Labor Distribution Detail by Fund Check Register Checksum Report Year to Date Hours Register		2005		
14-98	1997-98	Revenue Transaction Reports		2005		
11-98	1997-98	Expenditure Transaction Report		2005		
5-98	2001-02	Project Expenditure Summary Report		2005		
22-98	2001-02	Warrant Register by Reso, Account & Number		2005		
12-98	2001-02	Fund Program Summary Report		2005		

For Records Center Pink Copy Destruction Follow-Up

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- HOLD  for expiration      Media   
 for review - Subject Matter Pending      Other   
 Legal

*[Signature]*  
DEPARTMENT HEAD      7/6/15  
DATE

*[Signature]*  
Edgar Cisneros

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DEPARTMENT FINANCE	SUB-GROUP ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From B To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8	9	10	11	12		
85-98	01/08 02/08 03/08 04/08 05/08 06/08 07/08 08/08 09/08 10/08 11/08 12/08	Daily Collection Reports			Box #	2011
83-98	10/01/03-06/30/04	Wells Fargo Bank - General Account			120595-124682	2011
83-98	01/09/04-07/19/04	Wells Fargo Bank -- Payroll Account			131775-135423	2011
56-98	05/12/99-06/30/04	Wells Fargo Bank - RSF			0001-3617	2011

For Records Center Pink Copy Destruction Follow-Up

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 for review - Subject Matter Pending  
 Legal                                      Other

*Elba Sautter*      8-25-2011  
 \_\_\_\_\_  
 DEPARTMENT HEAD                                      DATE

*Eduardo Cisneros*

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TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2 ACCTING	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8 25-98	9 2004	10 OASDI/Medicare/UnitedWay/Garnishment/PTEE's Ded Register Quarter to Date Payroll Register Current Payroll Register Health/Cancer/Dental/Life Deduction Register Credit Union Deduction & Direct Deposit Register PERS Deduction Register Timesheet Edit Register Def Comp/Police & Gen Assn Deduction Register Current Earning Register Labor Distribution Detail by Employee Labor Distribution Detail by PERS Labor Distribution Detail by Program Labor Distribution Detail by Fund Check Register Checksum Report Year to Date Hours Register PARS Overtime Register	11	12 2007		
14-98	1999-00	Revenue Transaction Reports		2007		
11-98	1999-00	Expenditure Transaction Report		2007		
5-98	2003-04	Project Expenditure Summary Report		2007		
22-98	2003-04	Warrant Register by Reso, Account & Number		2007		
12-98	2003-04	Fund Program Summary Report		2007		

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- HOLD
- for expiration                      Media
  - for review - Subject Matter Pending
  - Legal    Other

  
 DEPARTMENT HEAD                      10/23/007  
 DATE

Edgar Cisneros

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE COMPLETING THIS FORM

**RECORD TRANSFER NOTICE**

*Box by back door*

PUBLIC RECORD  
PAGE \_\_\_ OF \_\_\_

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TRANSFER INFORMATION						
DEPARTMENT FINANCE <small>1</small>	SUB-GROUP ACCTING <small>2</small>	DEPARTMENT NO. 310 <small>3</small>	MEDIA <small>4</small>	LOCATION NO. <small>5</small>	TRANSFER DATE <small>6</small>	DESTRUCTION DATE <small>7</small>
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8 25-98	9 2006-07	10 Celluar Phone Usage " - Gregory D. Korduner " - Elba Guerrero " - Juan Noguez " - Mario Gomez " - Elba Romo " - Ofelia Hernandez " - Alan Shear " - Josette Espinosa " - Field Services " - Parks & Recreation	11 Box #	12 2010		
25-98	2006-2007	Finance Miscellaneous Files		2010		

CITY OF HUNTINGTON PARK  
CITY CLERK  
2010 MAR 10 PM 4:15

For Records Center Pink Copy Destruction Follow-Up

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*Edgar Cisneros*

*Elba Romo* 3/9/10

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TRANSFER INFORMATION						
DEPARTMENT FINANCE	SUB-GROUP ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8 25-98	9 07/2007-06/2008	10 Celluar Phone Usage " " - Gregory D. Korduner " " - Elba Guerrero " " - Juan Noguez " " - Mario Gomez " " - Elba Romo " " - Ofelia Hernandez " " - Alan Shear " " - Josette Espinosa " " - Field Services " " - Parks & Recreation	11 Box #	12 2011		
25-98	07/2007-06/2008	Finance Miscellaneous Files Accounts Receivables Franchise Revenues JJ Mac Intyre Collection Deferred Loan Payments City Miscellaneous & Employee Reimbursement County and City Public Ground Maint Payments South Gate and Bell Traffic Control Payments Travel Reimbursements County and State Misc Reimbursements		2011		

For Records Center Pink Copy Destruction Follow-Up

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  - Legal
- Media   
Other

*Elba Espinosa*  
*Elba Espinosa* 9-14-2011  
DEPARTMENT HEAD DATE

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE COMPLETING THIS FORM

PUBLIC RECORD PAGE \_\_\_ OF \_\_\_

**RECORD TRANSFER NOTICE**

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DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2 ACCTING	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8	9	10	11	12		
28-98	2002	State of CA DE-3 Reports	Box #	2009		
31-98	2002	Tax Returns - W2's " " - 1099's		2009		
30-98	2002	Federal Income Tax 941 E-Quarterly		2009		
9-98	2000-02	City Utility Tax County Property Tax Assessment County Court Fines & Forfeiture County Property Transfer Tax County MTA Prop C Local Return County MTA Prop A Local Return Juvenile Traffic Fines County Miscellaneous Collections		2009		
9-98	2000-02	State South Coast AQMD AB2766 State Mandated Cost Claims State Highway Users Tax Apportionment State Off-Highway Motor Vehicle Apportionment State Special Supplemental Subvention State Motor Vehicle License Fees State Public Employees Retirement State Miscellaneous Collections		2009		

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*Calita Barilla* 4-21-2009  
 DEPARTMENT HEAD DATE  
*Elyse Cisneros*

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**TRANSFER INFORMATION**

DEPARTMENT FINANCE	SUB-GROUP ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7

**DESCRIPTION OF CONTENTS**

Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
8	9	10	11	12
28-98	2003	State of CA DE-3 Reports	Box #	2010
31-98	2003	Tax Returns - W2's " " - 1099's		2010
30-98	2003	Federal Income Tax 941 E-Quarterly		2010
9-98	2002-03	City Utility Tax County Property Tax Assessment County Court Fines & Forfeiture County Property Transfer Tax County MTA Prop C Local Return County MTA Prop A Local Return Juvenile Traffic Fines County Miscellaneous Collections		2010
9-98	2002-03	State South Coast AQMD AB2766 State Mandated Cost Claims State Highway Users Tax Apportionment State Off-Highway Motor Vehicle Apportionment State Special Supplemental Subvention State Motor Vehicle License Fees State Public Employees Retirement State Miscellaneous Collections		2010

For Records Center Pink Copy Destruction Follow-Up

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*Elynn Cisneros*

*Elto Gaudin* 2/17/2010  
DEPARTMENT HEAD DATE

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1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8	9	10	11	12		
28-98	2004	State of CA DE-3 Reports			Box #	2011
31-98	2004	Tax Returns - W2's " " - 1099's				2011
30-98	2004	Federal Income Tax 941 E-Quarterly				2011
9-98	07/2003-06/2004	City Utility Tax County Property Tax Assessment County Court Fines & Forfeiture County Property Transfer Tax County MTA Prop C Local Return County MTA Prop A Local Return County Miscellaneous Collections				2011
9-98	07/2003-06/2004	State South Coast AQMD AB2766 State Mandated Cost Claims State Highway Users Tax Apportionment State Off-Highway Motor Vehicle Apportionment State Special Supplemental Subvention State Motor Vehicle License Fees State Board of Equalization State Miscellaneous Collections US Dept of Justice				2011

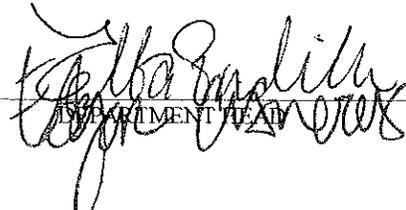
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Other

  
 DEPARTMENT HEAD      DATE 9-14-2011

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**RECORD TRANSFER NOTICE**

PUBLIC RECORD PAGE \_\_\_ OF \_\_\_

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DEPARTMENT FINANCE	ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8 21-98	9 12/20/04-01/17/05 01/19/05-02/21/05 02/23/05-03/21/05 04/04/05-05/02/05 05/02/05-06/06/05 06/20/05-07/18/05 08/01/05-09/06/05 09/19/05-10/17/05 11/07/05-11/21/05 12/05/05-12/19/05	10 Warrant B Yellow Copies w/Back-Up " 129741-130423 " 130424-131170 " 131171-131686 " 131687-132248 " 132249-132767 " 132768-133571 " 133572-134268 " 134269-134895 " 134896-135521 " 135522-135987			11 Box # 207 208 209 210 211 212 213 214 215 216	12 2008

For Records Center Pink Copy Destruction Follow-Up

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- for expiration
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  - Legal
  - Media
  - Other

*John D. Sullivan*      4/21/2009  
DEPARTMENT HEAD                      DATE

*Elyse Cisneros*

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**RECORD TRANSFER NOTICE**

PUBLIC RECORD  
PAGE \_\_\_ OF \_\_\_

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FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	ACCTING	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2 ACCTING	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8 21-98	9	10	11	12		
	12/19/05-02/06/06	Warrant Copies w/Back-Up " 135988-136665	Box # 217	2009		
	02/07/06-03/05/06	" 136666-137163	218			
	03/06/06-04/17/06	" 137164-137816	219			
	04/17/06-05/15/06	" 137817-138371	220			
	06/15/06-07/03/06	" 138375-139094	221			
	07/03/06-08/07/06	" 139095-139633	222			
	08/07/06-09/18/06	" 139634-140229	223			
	09/18/06-10/16/06	" 140230-140881	224			
	11/06/06-11/20/06	" 140882-141323	225			
	11/20/06-12/18/06	" 141324-141924	226			

For Records Center Pink Copy Destruction Follow-Up

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days.  
Final authorization for destruction of records is subject to City Council Approval.

EXCEPTIONS If any to above destruction, check where applicable and return unsigned to City Clerk.

- HOLD
- for expiration
  - for review - Subject Matter Pending
  - Legal
- Media   
Other

*Julia Sindella*      4-29-09  
DEPARTMENT HEAD      DATE

*Elynn Cisneros*

**RECORD TRANSFER NOTICE**

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RECORD RETENTION SCHEDULE.
3. CALL CITY CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.
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TRANSFER INFORMATION						
DEPARTMENT FINANCE	ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8 21-98	9	10	11	12		
	12/18/06-02/05/07	Warrant Copies w/Back-Up " 141925-142468	Box # 227	2010		
	02/05/07-03/05/07	" 142469-142943	228			
	03/05/07-03/19/07	" 142944-143572	229			
	03/19/07	" 143573-144118	230			
	04/17/07-05/07/07	" 144119-144479	231			
	05/21/07-06/16/07	" 144480-144973	232			
	06/16/07	" 144974-145221	233			
	07/06/07-08/06/07	" 145222-145829	234			
	08/06/07-09/04/07	" 145830-146373	235			
	09/04/07-10/01/07	" 146374-146900	236			
	10/01/07-10/15/07	" 146901-147619	237			
	10/16/07-11/19/07	" 147620-148148	238			
	12/03/07-12/17/07	" 148149-148664	239			

For Records Center Pink Copy Destruction Follow-Up

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  - Media
  - Other

*E. Lynn Cisneros*

*[Signature]* 2/11/10

DEPARTMENT HEAD                      DATE

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FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

**TRANSFER INFORMATION**

DEPARTMENT 1 FINANCE	ACCTING 2	DEPARTMENT NO. 3 310	MEDIA 4	LOCATION NO. 5	TRANSFER DATE 6	DESTRUCTION DATE 7
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**DESCRIPTION OF CONTENTS**

Item No. 8	From - To Quarter/Date/Year 9	Record Title 10	Alpha or Numeric Series 11	Destruction Date 12
21-98	01/07/08-01/20/08	Warrant Copies w/Back-Up " 148665-149130	Box # 240	2011
	01/22/08-02/19/08	" 149131-149551	241	
	02/19/08-03/17/08	" 149552-150127	242	
	03/17/08-04/21/08	" 150128-150563	243	
	04/21/08-05/05/08	" 150564-151038	244	
	05/19/08-06/02/08	" 151039-151497	245	
	06/02/08-06/18-08	" 151498-151772	246	
	07/07/08-07/21/08	" 151773-152270	247	
	07/21/08-08/18/08	" 152271-152806	248	
	08/18/08-09/02/08	" 152807-153222	249	
	09/15/08-10/06/08	" 153223-153811	250	
	10/06/08-10/20/08	" 153812-154247	251	
	11/03/08-11/17/08	" 154248-154758	252	
	11/19/08-12/15/08	" 154759-155235	253	

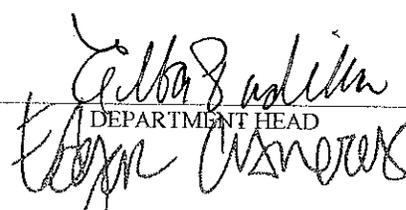
For Records Center Pink Copy Destruction Follow-Up

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- HOLD
- for expiration
  - for review - Subject Matter Pending
  - Legal
- Media   
Other

  
 DEPARTMENT HEAD  
 8-25-2011  
 DATE

**RECORD TRANSFER NOTICE**

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TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
FINANCE	ACCTING	310				
2		3	4	5	6	7

DESCRIPTION OF CONTENTS				
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
25-98	2005	Payroll Registers & Distribution: PARS, Tax, Benefit, Hours/Leave Cumulative Report Check Register Direct Deposit Register Deduction Register		2008
25-98	2005	Account Payables Registers Demand Register Positive Pay Accounts Payable Update & Edit List Preliminary Check Registers Bank Transfer List Check Register by Department/Division Check Disbursement Journal		2008
14-98	2000-01	Revenue Transaction Reports		2008
11-98	2000-01	Expenditure Transaction Report		2008
32-98	1999-01	Payroll Employees - Terminated		2008

For Records Center Pink Copy Destruction Follow-Up

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- HOLD
- for expiration
  - for review - Subject Matter Pending
  - Legal
- Media   
Other

*[Handwritten Signature]*  
4-21-2017  
*[Handwritten Signature]*

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE COMPLETING THIS FORM

**RECORD TRANSFER NOTICE**

PUBLIC RECORD  
PAGE \_\_\_ OF \_\_\_

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
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TRANSFER INFORMATION						
DEPARTMENT 1	SUB-GROUP 2	DEPARTMENT NO. 3	MEDIA 4	LOCATION NO. 5	TRANSFER DATE 6	DESTRUCTION DATE 7
FINANCE	ACCTING	310				
DESCRIPTION OF CONTENTS						
Item No. 8	From - To Quarter/Date/Year 9	Record Title 10			Alpha or Numeric Series 11	Destruction Date 12
25-98	2006	Payroll Registers & Distribution: PARS, Tax, Benefit, Hours/Leave Cumulative Report Check Register Direct Deposit Register Deduction Register				2009
25-98	2006	Account Payables Registers Demand Register Positive Pay Accounts Payable Update & Edit List Preliminary Check Registers Bank Transfer List Check Register by Department/Division Check Disbursement Journal				2009
14-98	2001-02	Revenue Transaction Reports				2009
11-98	2001-02	Expenditure Transaction Report				2009
32-98	2002	Payroll Employees - Terminated				2009
32-98	2002-06	Employee Medical Info Listing				2009

For Records Center Pink Copy Destruction Follow-Up

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EXCEPTIONS - If any to above destruction, check where applicable and return unsigned to City Clerk.

- HOLD  for expiration  Media   
 for review - Subject Matter Pending   
 Legal  Other

*Julia Dandiluk* 4-21-2007  
 DEPARTMENT LEAD DATE  
*Erin Cisneros*

**RECORD TRANSFER NOTICE**

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**TRANSFER INFORMATION**

DEPARTMENT FINANCE	SUB-GROUP ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7

**DESCRIPTION OF CONTENTS**

Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
8	9	10	11	12
25-98	2007	Payroll Registers & Distribution: PARS, Tax, Benefit, Hours/Leave Cumulative Report Check Register Direct Deposit Register Deduction Register		2010
25-98	2007	Account Payables Registers Demand Register Positive Pay Accounts Payable Update & Edit List Preliminary Check Registers Bank Transfer List Check Register by Department/Division Check Disbursement Journal		2010
14-98	2002-03	Revenue Transaction Reports		2010
11-98	2002-03	Expenditure Transaction Report		2010
32-98	2003	Payroll Employees - Terminated		2010

For Records Center Pink Copy Destruction Follow-Up

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- HOLD
- for expiration
  - for review - Subject Matter Pending
  - Legal
- Media   
Other

*Edgar Cisneros*

*Yolita S. Miller* 2/23/2010

DEPARTMENT HEAD DATE

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**TRANSFER INFORMATION**

DEPARTMENT FINANCE	SUB-GROUP ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7

**DESCRIPTION OF CONTENTS**

Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date
8	9	10	11	12
25-98	2008	Payroll Registers & Distribution: PARS, Tax, Benefit, Hours/Leave Cumulative Report Check Register Direct Deposit Register Deduction Register		2011
25-98	2008	Account Payables Registers Demand Register Positive Pay Accounts Payable Update & Edit List Preliminary Check Registers Bank Transfer List Check Register by Department/Division Check Disbursement Journal		2011
14-98	2003-04	Revenue Transaction Reports		2011
11-98	2003-04	Expenditure Transaction Report		2011
32-98	2004	Payroll Employees -- Terminated		2011

For Records Center Pink Copy Destruction Follow-Up

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- HOLD
- for expiration      Media
- for review - Subject Matter Pending
- Legal      Other

*Edgar Cisneros*

*Edgar Cisneros* 25  
8-26-2011

**RECORD TRANSFER NOTICE**

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TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8		10			11	12
34-98	07/15/95-12/31/95	Time Sheets/Time Cards			Box # T29	1998
	01/14/96-06/30/96	Time Sheets/Time Cards			T30	1999
	07/14/96-12/29/96	Time Sheets/Time Cards			T31	1999
	01/12/97-06/01/97	Time Sheets/Time Cards			T32	2000
	06/15/97-11/02/97	Time Sheets/Time Cards			T33	2000
	11/16/97-04/19/98	Time Sheets/Time Cards			T34	2001

For Records Center Pink Copy Destruction Follow-Up

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  - Legal
  - Media
  - Other

*Edy Cismorek*  
*Edy Cismorek*  
DEPARTMENT HEAD      8-25-2011  
DATE

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD

PUBLIC

COMPLETING THIS FORM  
OF

**RECORD TRANSFER NOTICE**

PAGE

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TRANSFER INFORMATION							
DEPARTMENT FINANCE	SUB-GROUP REV COLL	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE	
1	2	3	4	5	6	7	
DESCRIPTION OF CONTENTS							
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date	
8	9	10				11	12
73-98	01/03/05-03/31/05 04/01/05-06/30/05 07/01/05-09/30/05 10/01/05-12/31/05	Citation Payments				2008	
79-98	2005	Dismissed/Voids Citations				2008	
80-98	2005	Administrative Review				2008	
74-98	2005	Parking Citation Entry Edit List				2008	
72-98	2005	Hand Written Citations				2008	
77-98	12/13/04-01/25/05 03/09/05-04/24/05 04/25/05-06/13/05 11/18/05-12/29/05	Parking Citation Summary Report				2008	

For Records Center Pink Copy Destruction Follow-Up

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*Arthur J. Adella* 4-29-09  
DEPARTMENT HEAD DATE

*Edgar Cisneros*

REVERSE SIDE OF LAST COPY BEFORE  
RECORD  
COMPLETING THIS FORM  
OF \_\_\_\_\_

PUBLIC  
PAGE

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TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2 REV COLL	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8 73-98	9 01/01/06-03/31/06 04/01/06-04/30/06 05/01/06-06/30/06 07/01/05-12/31/06	10 Citation Payments " "	11	12 2009		
78-98	2006	DMV Released Hold and Register Owner Reports		2009		
79-98	2006	Dismissed/Voids Citations		2009		
80-98	2006	Administrative Review		2009		
74-98	2006	Parking Citation Entry Edit List		2009		
72-98	2006	Hand Written Citations		2009		
77-98	2006	Summary/Payment Listing		2009		
77-98	01/01/06-02/16/06 02/21/06-03/30/06 04/03/06-05/17/06 05/18/06-06/29/06 07/03/06-08/31/06 09/05/06-10/31/06 11/01/06-12/30/06	Parking Citation Summary Report		2009		

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  - Media
  - Other

*[Signature]* 4-29-09  
DEPARTMENT HEAD DATE

*[Signature]*  
Cisneros

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TRANSFER INFORMATION						
DEPARTMENT FINANCE 1	SUB-GROUP REV COLL 2	DEPARTMENT NO. 310 3	MEDIA 4	LOCATION NO. 5	TRANSFER DATE 6	DESTRUCTION DATE 7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8	9	10	11	12		
73-98	01/01/07-05/31/07 06/01/07-08/30/07 09/04/07-10/05/07 11/10/07-12/10/07	Citation Payments " " "		2010		
78-98	2007	DMV Released Hold and Register Owner Reports		2010		
79-98	2007	Dismissed/Voids Citations		2010		
80-98	2007	Administrative Review		2010		
74-98	2007	Parking Citation Entry Edit List		2010		
72-98	2007	Hand Written Citations		2010		
77-98	2007	Summary/Payment Listing		2010		
77-98	01/02/07-02/28/07 04/23/07-05/31/07 06/04/07-07/12/07 07/16/07-08/16/07 08/20/07-10/09/07 10/10/07-12/10/07	Parking Citation Summary Report		2010		

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  - Legal
  - Media
  - Other

*Edgar Cisneros*

*Edgar Cisneros*  
 \_\_\_\_\_  
 DEPARTMENT HEAD                      DATE      2/17/2010

**RECORD TRANSFER NOTICE**

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DEPARTMENT FINANCE	SUB-GROUP REV COLL	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8	9	10			11	12
73-98	12/11/07-01/31/08 02/01/08-03/31/08 04/02/08-06/30/08 07/05/08-08/31/08 09/04/08-10/05/08 11/10/08-12/21/08	Citation Payments " " " " "				2011
78-98	2008	DMV Released Hold and Register Owner Reports				2011
79-98	2008	Dismissed/Voids Citations				2011
80-98	2008	Administrative Review				2011
74-98	2008	Parking Citation Entry Edit List				2011
72-98	2008	Hand Written Citations				2011
77-98	2008	Summary/Payment Listing				2011
77-98	12/11/07-01/31/08 02/04/08-03/31/08 04/01/08-04/17/08 04/21/08-06/26/08 07/01/08-09/30/08 10/01/08-12/19/08	Parking Citation Summary Report				2011

For Records Center Pink Copy Destruction Follow-Up

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HOLD  for expiration Media   
 for review - Subject Matter Pending  
 Legal Other

*Edna Padilla* 9-14-2011  
 DEPARTMENT HEAD DATE  
*Edna Padilla*

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE COMPLETING THIS FORM

**RECORD TRANSFER NOTICE**

PUBLIC RECORD PAGE \_\_\_ OF \_\_\_

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
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5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE TO YOUR SECTION OR DEPARTMENT.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2 ACCTING	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From B To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8	9	10	11	12		
85-98	12/04-01/05 01/05-02/05 03/05-04/05 05/05-06/05 07/05 08/05 09/05 10/05 11/05-12/05	Daily Collection Reports " " " " " " "	Box #	2008		
83-98	11/06/00-07/16/01	Wells Fargo Bank - General Account	106800-110099	2008		
83-98	06/30/00-01/12/01 01/12/01-07/27/01	Wells Fargo Bank - Payroll Account	107500-110999 111000-114699	2008		

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 Legal                                      Other

*Edwin Badilla 4-29-09*  
*Eduardo Cisneros*

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1 FINANCE	2 ACCTING	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From B To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8	9	10	11	12		
85-98	01/06 02/06 03/06 04/06 05/06 06/06 07/06 08/06 09/06 10/06 11/06 12/06	Daily Collection Reports			Box #	2009
83-98	07/16/01-03/27/02 04/01/02-12/30/02	Wells Fargo Bank - General Account			110100-113365 113366-116966	2009
83-98	07/27/01-02/28/02 03/08/02-09/20/02	Wells Fargo Bank - Payroll Account			114700-118839 118840-122812	2009
56-98	07/05/05-06/29/06	Washington Mutual Bank - Deposits				2009
84-98	2006	Account Receivable Trail Balance				2009

For Records Center Pink Copy Destruction Follow-Up

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*Edgar Cisneros*      4-29-09

*Edgar Cisneros*

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TRANSFER INFORMATION							
DEPARTMENT FINANCE	SUB-GROUP REV COLL	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE	
1	2	3	4	5	6	7	
DESCRIPTION OF CONTENTS							
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date	
8	9	10				11	12
71-98	2008	Business License – Closed Accounts				2011	
61-98	2008	Business License Renewals				2011	
62-98	2008	Business License Daily Register				2011	
68-98	2008	False Alarms				2011	
71-98	2008	Business License Delinquent				2011	
71-98	2008	Garage Sales				2011	
66-98	2008	Animal License				2011	
60-98	01/03/08-03/30/08 04/02/08-06/05/08 06/09/08-07/21/08 07/22/08-09/30/08 10/01/08-11/20/08 11/21/08-12/31/08	Business License Payments				2011	
71-98	2008	Business License Miscellaneous Reports				2011	
71-98	2008	Dial-A-Ride – Misc Reports & Application					

For Records Center Pink Copy Destruction Follow-Up

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*Edyne Cisneros*

*Elba Sudilla*  
DEPARTMENT HEAD

8-25-2011  
DATE

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TRANSFER INFORMATION						
DEPARTMENT FINANCE <small>1</small>	SUB-GROUP REV COLL <small>2</small>	DEPARTMENT NO. 310 <small>3</small>	MEDIA <small>4</small>	LOCATION NO. <small>5</small>	TRANSFER DATE <small>6</small>	DESTRUCTION DATE <small>7</small>
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
<small>8</small> 48-98	<small>9</small> 2005	<small>10</small> Utility Closing Billing	<small>11</small>	<small>12</small> 2008		
54-98	2005	Work Order Request		2008		
47-98	2005	Utility Billing - Delinquent Register		2008		
46-98	2005	Utility Payment Register		2008		
45-98	2005	Utility Billing Register		2008		
45-98	2005	Utility Adjustments & Register		2008		
46-98	01/26/05-03/03/05 03/07/05-04/05/05 04/06/05-05/12/05 05/13/05-08/30/05 09/19/05-09/19/05 09/20/05-10/07/05	Utility Payments		2008		

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  - Legal    Other

*Elynn Cisneros*

*Elynn Cisneros*  
DEPARTMENT HEAD

4-29-09  
DATE

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE RECORD

PUBLIC

COMPLETING THIS FORM OF \_\_\_\_\_

**RECORD TRANSFER NOTICE**

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1 FINANCE	2 REV COLL	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8 48-98	9 2006	10 Utility Closing Billing			11	12 2009
54-98	2006	Work Order Request				2009
47-98	2006	Utility Adjustments/Delinquent Register				2009
46-98	2006	Utility Payment/Billing Register				2009
46-98	12/15/05-01/21/06 02/01/06-03/30/06 04/10/06-05/16/06 05/15/06-06/16/06 06/17/06-06/20/06 06/20/06-08/01/06 08/02/06-08/31/06 09/05/06-10/05/06 10/09/06-11/13/06 11/14/06-12/14/06	Utility Payments				2009

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*Alberta Rodriguez* 4-29-09  
DEPARTMENT HEAD DATE

*Elyse Cisneros*

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DEPARTMENT FINANCE	SUB-GROUP REV COLL	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE	
1	2	3	4	5	6	7	
DESCRIPTION OF CONTENTS							
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date	
8	9	2007	10 Utility Closing Billing			11	12 2010
54-98	2007	Work Order Request				2010	
47-98	2007	Utility Adjustments/Delinquent Register				2010	
46-98	2007	Utility Payment/Billing Register				2010	
46-98	2007	Utility Aging Reports/Miscellaneous				2010	
46-98	12/14/06-01/29/07 01/30/07-03/05/07 03/06/07-04/01/07 04/06/07-05/16/07 05/17/07-06/20/07 06/24/07-08/01/07 08/02/07-09/04/07 09/06/07-10/14/07 10/15/07-11/28/07	Utility Payments				2010	

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*Elynn Cisneros*

*Albert J. ...*  
DEPARTMENT HEAD      2/17/2010      DATE

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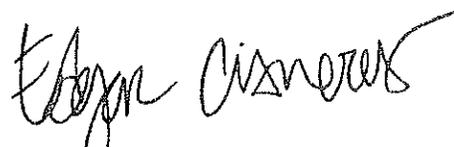
TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2 REV COLL	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8 48-98	9 2008	10 Utility Closing Billing			11	12 2011
49-98	2008	Utility Shut Off List				2011
54-98	2008	Work Order Request				2011
47-98	2008	Utility Adjustments/Delinquent Register				2011
45-98	Jan-March 2008 April-June 2008 July-Sept 2008 Oct-Dec 2008	Utility Payment/Billing Register				2011
46-98	2008	Utility Aging Reports/Miscellaneous				2011
46-98	11/29/07-01/08/08 01/09/08-02/14/08 02/15/08-03/25/08 03/27/08-05/08/08 05/09/08/06/18/08 06/19/08-07/24/08 07/25/08-08/30/08 09/01/08-10/08/08 10/09/08-11/20/08 11/21/08-12/31/08	Utility Payments				2011

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 DEPARTMENT HEAD

8-25-2011  
 DATE

DESTA

DESCRIPTION OF CONTENTS

Item No	From - To Qtr Date Year	Record Title	Alpha or Numeric Series	Destruction Date
065	1983 ✓	Loans to Lenders (Gibraltar Savings & Loans Association (Staff Projects) Volume I #34,005-14	\$3,820,000	4/1/95
065	1983 ✓	Loans to Lenders (Gibraltar Savings & Loans Association (Staff Projects) Volume II #34,005-14	\$3,820,000	4/1/95
065	1983 ✓	Loans to Lenders (Gibraltar Savings & Loans Association (Staff Projects) Volume III #34,005-14	\$3,820,000	4/1/95
065	1984	Industrial Development Authority (Gibraltar Project #5354-001)	\$7,150,000	12/1/96
065	1984	H.P. Industrial Tax Allocation Refunding Bonds #54331-014	\$5,530,000	4/1/14

2014

NO

Edgar Cisneros 3-1-3E



Box #3

- Invoices paid 1999 - File 1
- Invoices Declared uncollectible 1997 - File 1
- Invoices Declared uncollectible 1997 - File 2  
File 3
- Invoices Declared uncollectible 1996 - File 1
- Invoices Paid 1995 File 3 - File 2 - File 1
- Invoices Declared uncollectible 2001 - File 1, 2, 3
- Invoices Declared uncollectible 1994 - File 1, 2
- City Council Agendas July - December 2005
- City Council Agendas January - June 2005
- United States Bankruptcy Courts Central  
District of California - 2003
- File Drawer Inventory
- United States Bankruptcy Courts Central  
District of California - 2003

Elyse Cisneros

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DEPARTMENT 1	SUB-GROUP 2	DEPARTMENT NO. 3	MEDIA 4	LOCATION NO. 5	TRANSFER DATE 6	DESTRUCTION DATE 7
FINANCE	REV COLL	310				
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
73-98	01/03/05-03/31/05	Citation Payments		2008		
	04/01/05-06/30/05	"				
	07/01/05-09/30/05	"				
	10/01/05-12/31/05	"				
79-98	2005	Dismissed/Voids Citations		2008		
80-98	2005	Administrative Review		2008		
74-98	2005	Parking Citation Entry Edit List		2008		
72-98	2005	Hand Written Citations		2008		
77-98	12/13/04-01/25/05	Parking Citation Summary Report		2008		
	03/09/05-04/24/05					
	04/25/05-06/13/05					
	11/18/05-12/29/05					

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*Albert J. Adella*      4-29-09  
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*Eugene Cisneros*

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1 FINANCE	2 REV COLL	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8 73-98	9 01/01/06-03/31/06 04/01/06-04/30/06 05/01/06-06/30/06 07/01/05-12/31/06	10 Citation Payments " " "	11	12 2009		
78-98	2006	DMV Released Hold and Register Owner Reports		2009		
79-98	2006	Dismissed/Voids Citations		2009		
80-98	2006	Administrative Review		2009		
74-98	2006	Parking Citation Entry Edit List		2009		
72-98	2006	Hand Written Citations		2009		
77-98	2006	Summary/Payment Listing		2009		
77-98	01/01/06-02/16/06 02/21/06-03/30/06 04/03/06-05/17/06 05/18/06-06/29/06 07/03/06-08/31/06 09/05/06-10/31/06 11/01/06-12/30/06	Parking Citation Summary Report		2009		

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78-98	2007	DMV Released Hold and Register Owner Reports		2010		
79-98	2007	Dismissed/Voids Citations		2010		
80-98	2007	Administrative Review		2010		
74-98	2007	Parking Citation Entry Edit List		2010		
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77-98	2007	Summary/Payment Listing		2010		
77-98	01/02/07-02/28/07 04/23/07-05/31/07 06/04/07-07/12/07 07/16/07-08/16/07 08/20/07-10/09/07 10/10/07-12/10/07	Parking Citation Summary Report		2010		

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*Edgar Cisneros* 2/17/2010  
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*Edgar Cisneros*

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DEPARTMENT FINANCE	SUB-GROUP ACCTING	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From B To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8	9	10	11	12		
85-98	01/08 02/08 03/08 04/08 05/08 06/08 07/08 08/08 09/08 10/08 11/08 12/08	Daily Collection Reports " " " " " " " " " " "			Box #	2011
83-98	10/01/03-06/30/04	Wells Fargo Bank – General Account			120595-124682	2011
83-98	01/09/04-07/19/04	Wells Fargo Bank – Payroll Account			131775-135423	2011
56-98	05/12/99-06/30/04	Wells Fargo Bank – RSF			0001-3617	2011

For Records Center Pink Copy Destruction Follow-Up

DESTRUCTION AUTHORIZATION - In accordance with established retention periods, the above records are eligible for destruction. If these records are to be destroyed, please sign this authorization (below) and send to City Clerk within five days.  
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EXCEPTIONS If any to above destruction, check where applicable and return unsigned to City Clerk.

- HOLD  for expiration      Media   
 for review - Subject Matter Pending  
 Legal      Other

*Elyse Cisneros*

*Elyse Cisneros*

DEPARTMENT HEAD

8-25-2011  
DATE

IMPORTANT - SEE INSTRUCTIONS ON REVERSE SIDE OF LAST COPY BEFORE COMPLETING THIS FORM OF \_\_\_\_\_

**RECORD TRANSFER NOTICE**

PUBLIC RECORD PAGE

1. PREPARE ONE RECORD TRANSFER NOTICE FOR EACH STORAGE CARTON.
2. IF POSSIBLE, LOAD ONLY ONE RETENTION PERIOD WITHIN ANY STORAGE CARTON. PLEASE REFER TO RECORD RETENTION SCHEDULE.
3. CALL CITY CLERK'S OFFICE, WHEN CARTON AND FORM ARE COMPLETED.
4. WHEN ESTABLISHED RETENTION PERIOD HAS EXPIRED, PINK COPY WILL BE RETURNED FOR DESTRUCTION AUTHORIZATION.
5. AFTER RECORDS HAVE BEEN STORED, THEIR LOCATION WILL BE NOTED IN THE SPACE TO YOUR SECTION OR DEPARTMENT.

FOR INFORMATION REGARDING STORAGE & RETENTION, CALL THE RECORDS CENTER AT EXT. 299

TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2 REV COLL	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title	Alpha or Numeric Series	Destruction Date		
8 71-98	9 2005	10 Business License - Closed Accounts	11	12 2008		
61-98	01/05-06/05 07/05-09/06 10-05-12-05	Business License Renewals " "		2008		
61-98	2005	Business License Renewal Register		2008		
68-98	2005	False Alarms		2008		
71-98	2005	Business License Delinquent		2008		
71-98	2005	Garage Sales		2008		
66-98	2005	Dog Licenses		2008		
86-98	2005	Daily Cash Register Cashier Report		2008		

For Records Center Pink Copy Destruction Follow-Up

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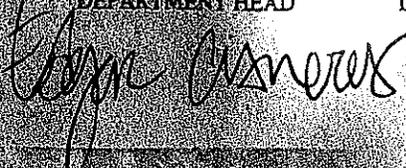
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- HOLD**
- for expiration
  - for review - Subject Matter Pending
  - Legal
  - Media
  - Other

  
 DEPARTMENT HEAD

4-29-09  
 DATE



IMPORTANT - SEE INSTRUCTIONS ON  
REVERSE SIDE OF LAST COPY BEFORE  
COMPLETING THIS FORM  
OF

**RECORD TRANSFER NOTICE**

PUBLIC RECORD  
PAGE

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TRANSFER INFORMATION						
DEPARTMENT	SUB-GROUP	DEPARTMENT NO.	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1 FINANCE	2 REV COLL	3 310	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8 71-98	9 2006	10 Business License - Closed Accounts			11	12 2009
61-98	01/06-02/06 03/06-05/06 06/06-09/06 10/06-12/06	Business License Renewals " "				2009
65-98	2006	Business License Register				2009
68-98	2006	False Alarms				2009
71-98	2006	Business License Delinquent				2009
71-98	2006	Garage Sales				2009
66-98	2006	Animal License				2009
60-98	2006	Daily Cash/Business License Payments				2009

For Records Center Pink Copy Destruction Follow-Up

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 for review -Subject Matter Pending  
 Legal                              Other

*Edgar S. Saldaña*      4-29-09  
 DEPARTMENT HEAD      DATE

*Edgar Cisneros*

**RECORD TRANSFER NOTICE**

*log by back door*

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TRANSFER INFORMATION						
DEPARTMENT FINANCE	SUB-GROUP REV COLL	DEPARTMENT NO. 310	MEDIA	LOCATION NO.	TRANSFER DATE	DESTRUCTION DATE
1	2	3	4	5	6	7
DESCRIPTION OF CONTENTS						
Item No.	From - To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
8	9	10			11	12
71-98	2007	Business License - Closed Accounts				2010
61-98	2007	Business License Renewals				2010
62-98	2007	Business License Daily Register				2010
68-98	2007	False Alarms				2010
71-98	2007	Business License Delinquent				2010
71-98	2007	Garage Sales				2010
66-98	2007	Animal License				2010
60-98	01/07-03/07 04/07-06/07 07/07-09/07 10/07-12/07	Business License Payments				2010
71-98	2007	Business License Miscellaneous Reports				2010
71-98	2007	Dial-A-Ride - Misc Reports & Application				2010

For Records Center Pink Copy Destruction Follow-Up

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  - Other

*Elyse Cisneros*

*Elba Sudilla* 2/17/2010

DEPARTMENT HEAD DATE

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DESCRIPTION OF CONTENTS						
Item No.	From B To Quarter/Date/Year	Record Title			Alpha or Numeric Series	Destruction Date
85-98	01/07 02/07 03/07 04/07 05/07 06/07 07/07 08/07 09/07 10/07 11/07 12/07	Daily Collection Reports " " " " " " " " " " "			Box #	2010
83-98	01/06/03-09/30/03	Wells Fargo Bank - General Account			116967-120594	2010
83-98	10/04/02-04/18/03 04/18/03-12/26/03	Wells Fargo Bank - Payroll Account			122813-126970 126971-131771	2010
56-98	06/02-03/03	Wells Fargo Bank - Deposits				2006

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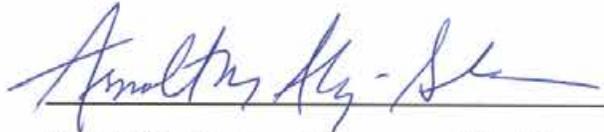
*E. Lynn Cisneros*

*G. L. S. Smith*      2/17/2010  
 DEPARTMENT HEAD      DATE

CITY ATTORNEY WRITTEN CONSENT TO DESTROY RECORDS PURSUANT TO  
GOVERNMENT CODE SECTION 34090

I, Arnold M. Alvarez-Glasman, serves as the City Attorney for the City of Huntington Park. I have reviewed the request to destroy the documents as set forth in the logs submitted to the City Council pursuant to Resolution 2016-XX. The request submitted complies with the requirements set forth in California Government Code Section 34090. By executing this document, I hereby consent to the destruction of said documents and confirm that their destruction complies with California Government Code Section 34090.

Executed this 24<sup>th</sup> day of October, 2016 at Huntington Park, California.

A handwritten signature in blue ink, appearing to read "Arnold M. Alvarez-Glasman", is written over a horizontal line.

Arnold M. Alvarez-Glasman, City Attorney

## City of Huntington Park List of Funds

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Inm	245	EPA Brownfield
150	Emergency Preparedness	246	LBPHCP-Lead Base
151	Economic Development	247	Neighborhood Stabilization
201	Environmental Justice	248	Homelessness Prevention
212	P & R Grants	252	ABC
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
216	Employees Retirement Fund	285	Solid Waste Mgmt Fund
217	OPEB	286	Illegal Disposal Abatemnt
219	Sales Tax-Transit Fund A	287	Solid Waste Recycle Grant
220	Sales Tax-Transit C	288	COMPBC
221	State Gasoline Tax Fund	334	Ped/Bike Path Fund
222	Measure R	349	Capital Improvement Fund
223	Local Origin Program Fund	475	Public Financng Authority
224	Office of Traffc & Safety	533	Business Improv Dist Fund
225	Cal Cops Fund	535	Strt Lght & Lndscp Assess
226	Air Quality Improv Trust	681	Water Department Fund
227	Offc of Criminal Justice	741	Fleet Maintenance
228	Bureau of Justice Fund	745	Worker's Compensation Fnd
229	Police Forfeiture Fund	746	Employee Benefit Fund
231	Parking System Fund	748	Veh & Equip Replacement
232	Art in Public Places Fund	779	Deferred Comp. Trust Fund
233	Bullet Proof Vest Grant	800	Pooled Cash
234	Congressional Earmark	801	Pooled Cash Fund
235	Federal Street Improvmnt	802	Pooled Interest

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
11-01-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
2FA	SI2265	229-7010-421.74-10	Equipment	1,343.00	N
				<b>1,343.00</b>	
AAA ELECTRICAL SUPPLY INC	301210-00	111-8023-451.43-10	Buildings - O S & M	51.80	N
				<b>51.80</b>	
ACTION DOOR REPAIR CORP.	15723	111-8024-421.43-10	Buildings - O S & M	2,911.07	N
				<b>2,911.07</b>	
ADIR INTERNATIONAL EXPORT LTD	7/1/15-6/30/16	111-3010-465.56-33	Sales Tax Rebate LaCuracao	36,625.45	N
				<b>36,625.45</b>	
ADMIN SURE	9679	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40	N
				<b>7,080.40</b>	
ADT SECURITY	600043939	111-8023-451.56-41	Contractual Srv - Other	202.91	N
	593637556	111-8023-451.56-41	Contractual Srv - Other	155.97	N
				<b>358.88</b>	
AFSCME COUNCIL 36	PPE 10-09-2016	802-0000-217.60-10	Association Dues	696.60	Y
				<b>696.60</b>	
ALL CITY MANAGEMENT SERVICES	45111	111-7022-421.56-41	Contract/Other	6,387.92	N
				<b>6,387.92</b>	
ALVAREZ-GLASMAN & COLVIN	2016-08-15463	745-9031-413.32-70	Contractual Srv Legal	3,766.50	N
	2016-08-15465	745-9031-413.32-70	Contractual Srv Legal	4,308.61	N
	2016-08-15464	745-9031-413.32-70	Contractual Srv Legal	3,602.50	N
				<b>11,677.61</b>	
AMERICAN CELEBRATIONS	167022	111-6020-451.61-35	Recreation Supplies	22.07	N
	158708	111-6020-451.61-35	Recreation Supplies	219.20	N
	160524	111-6020-451.61-35	Recreation Supplies	250.70	N
	162711	239-6060-466.61-20	Recreation Supplies	75.48	N
	166286	111-6020-451.61-35	Dept Supplies & Expense	148.79	N
				<b>716.24</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 10-09-2016	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
				<b>106.58</b>	
ARAMARK UNIFORM & CAREER APPAREL	531890528	741-8060-431.56-41	Contractual Srv - Other	81.01	N
	531873328	741-8060-431.56-41	Contractual Srv - Other	81.01	N
				<b>162.02</b>	
AT&T MOBILITY	X10142016	111-7010-421.53-10	Telephone & Wireless	70.86	N
	X10142016	111-6010-419.53-10	Telephone & Wireless	39.46	N
	X10142016	239-5055-419.53-10	Telephone & Wireless	294.32	N
				<b>404.64</b>	
BARR & CLARK INC	42352	246-5098-463.56-41	Contractual Srv - Other	325.00	N
	42358	246-5098-463.56-41	Contractual Srv - Other	195.00	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
11-01-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
BARR & CLARK INC	42454	246-5098-463.56-41	Contractual Srvc - Other	540.00	N
	42491	246-5098-463.56-41	Contractual Srvc - Other	246.00	N
				<b>1,306.00</b>	
BENEFIT ADMINISTRATION CORPORATION	6026812-IN	111-0230-413.56-41	Contractual Srvc - Other	50.00	N
				<b>50.00</b>	
BENNETT LANDSCAPE	156410	111-8095-431.56-60	Contract Landscape Mantnc	20,666.67	N
				<b>20,666.67</b>	
BEST CHOICE PAINTING CO	08512	111-8024-421.43-10	Buildings - O S & M	14,950.00	N
				<b>14,950.00</b>	
BOB BARKER COMPANY INC.	WEB000447215	121-7040-421.56-14	Welfare Inmate Fd Expense	537.57	N
	WEB000447147	121-7040-421.56-14	Welfare Inmate Fd Expense	114.76	N
				<b>652.33</b>	
BRIZUELA'S IRON WORK	664	535-6090-452.61-20	Dept Supplies & Expense	1,988.80	N
				<b>1,988.80</b>	
CAL-LIFT INC	30540711	741-8060-431.43-20	Vehicles - O S & M	1,177.71	N
				<b>1,177.71</b>	
CALIFORNIA MARKETING INC	34256	111-0210-413.56-41	Contractual Srvc - Other	2,513.13	N
				<b>2,513.13</b>	
CANON	16587170	111-9010-419.43-15	Financial Systems	728.20	N
				<b>728.20</b>	
CARLOS GOMEZ	10/13/2016	746-0218-413.35-10	Tuition Assistance	1,440.46	N
				<b>1,440.46</b>	
CCAP AUTO LEASE LTD	NOV 2016	226-9010-419.74-20	Vehicle Leases	223.72	N
	NOV 2016	226-9010-419.74-20	Vehicle Leases	223.72	N
				<b>447.44</b>	
CELL BUSINESS EQUIPMENT	IN1824596	111-7010-421.44-10	Rent (Incl Equip Rental)	1,037.69	N
				<b>1,037.69</b>	
CENTRAL BASIN MWD	HP-SEP16	681-8030-461.41-00	Water Purchase/Resource	64,955.81	N
				<b>64,955.81</b>	
CHARTER FOUNDRY CO INC	17-00003492	111-0000-321.10-00	Overpayment Refund	5.27	N
				<b>5.27</b>	
CHICAGO TITLE COMPANY	FCPF-0911608093	242-5050-463.57-30	HCDA Grant/Rebate	65.00	N
				<b>65.00</b>	
CHRISTIAN A ORTIZ RIVERA	32255414	111-0000-351.10-10	Overpayment Refund	77.50	N
				<b>77.50</b>	
CHRISTIAN OLIVA	10/17/2016	111-6030-451.33-90	Referee Services	30.00	N
				<b>30.00</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
11-01-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CINTAS CORPORATION	5006179391	111-6010-451.56-41	Contractual Srvc - Other	102.51	N
				<b>102.51</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 10-09-2016	802-0000-217.30-30	Med Reimb 125	487.52	Y
				<b>487.52</b>	
CITY OF HUNTINGTON PARK GEA	PPE 10-09-2016	802-0000-217.60-10	Association Dues	137.75	Y
				<b>137.75</b>	
CLINICAL LAB OF SAN BERNARDINO, INC	952682	681-8030-461.56-41	Contractual Srvc - Other	912.25	N
				<b>912.25</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 10-09-2016	802-0000-217.50-40	Life-Cancer Insurance	1,422.25	Y
				<b>1,422.25</b>	
CORONA CONSTRUCTION	376242	111-0000-341.10-00	C&D Refund	345.00	N
				<b>345.00</b>	
DAPEER, ROSENBLIT & LITVAK	11620	111-5055-419.32-50	Contractual Srv - Prosecu	2,558.60	N
	11620	239-5055-419.32-50	Contractual Srv - Prosecu	1,364.70	N
	11626	239-5055-419.32-50	Contractual Srv - Prosecu	985.68	N
	11623	239-5055-419.32-50	Contractual Srv - Prosecu	715.17	N
	11624	239-5055-419.32-50	Contractual Srv - Prosecu	356.83	N
	11625	239-5055-419.32-50	Contractual Srv - Prosecu	188.25	N
	11627	239-5055-419.32-50	Contractual Srv - Prosecu	143.25	N
	11628	239-5055-419.32-50	Contractual Srv - Prosecu	8.25	N
	11622	239-5055-419.32-50	Contractual Srv - Prosecu	75.75	N
	11720	111-5055-419.32-50	Contractual Srv - Prosecu	2,448.89	N
	11720	239-5055-419.32-50	Contractual Srv - Prosecu	1,182.99	N
	11722	239-5055-419.32-50	Contractual Srv - Prosecu	467.53	N
	11723	239-5055-419.32-50	Contractual Srv - Prosecu	492.00	N
	11724	239-5055-419.32-50	Contractual Srv - Prosecu	472.50	N
	11725	239-5055-419.32-50	Contractual Srv - Prosecu	272.72	N
	11726	239-5055-419.32-50	Contractual Srv - Prosecu	317.72	N
	11727	239-5055-419.32-50	Contractual Srv - Prosecu	467.88	N
	11525	111-5055-419.32-50	Contractual Srv - Prosecu	3,639.59	N
	11525	239-5055-419.32-50	Contractual Srv - Prosecu	265.61	N
	11527	239-5055-419.32-50	Contractual Srv - Prosecu	1,173.38	N
	11528	239-5055-419.32-50	Contractual Srv - Prosecu	517.50	N
	11529	239-5055-419.32-50	Contractual Srv - Prosecu	2,072.12	N
	11530	239-5055-419.32-50	Contractual Srv - Prosecu	366.00	N
	11531	239-5055-419.32-50	Contractual Srv - Prosecu	543.38	N
	11532	239-5055-419.32-50	Contractual Srv - Prosecu	521.40	N
				<b>21,617.69</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
11-01-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
DE LAGE LANDEN	51854638	111-7010-421.44-10	Rent (Incl Equip Rental)	680.79	N
				<b>680.79</b>	
DELTA DENTAL	BE001821071	802-0000-217.50-20	Dental Insurance	7,772.24	N
				<b>7,772.24</b>	
DELTA DENTAL INSURANCE COMPANY	BE001817711	802-0000-217.50-20	Dental Insurance	2,839.52	N
				<b>2,839.52</b>	
DEPARTMENT OF JUSTICE	190629	111-7030-421.56-41	Contract/Other	554.00	N
				<b>554.00</b>	
DF POLYGRAPH	2016/6	111-7010-421.56-41	Contract/Other	350.00	N
				<b>350.00</b>	
DONNA G. SCHWARTZ	5157	111-1010-411.59-15	Professional Development	40.00	N
				<b>40.00</b>	
DUGMORE AND DUNCAN , INC.	215155	111-8020-431.43-10	Buildings - O S & M	79.08	N
				<b>79.08</b>	
DUNN EDWARDS CORPORATION	2009214444	111-8024-421.43-10	Buildings - O S & M	327.70	N
				<b>327.70</b>	
ELVIA GARCIA	61105/61344	111-0000-347.50-00	Deposit Refund	40.00	N
				<b>40.00</b>	
EMERGENCY RESPONSE CRIME SCENE	T2016-755	111-7030-421.56-41	Contract/Other	750.00	N
				<b>750.00</b>	
ENTERPRISE FM TRUST	FBN3109422	226-9010-419.74-20	Vehicle Leases	1,740.33	N
	FBN3109422	229-7010-421.74-10	Equipment	122.41	N
				<b>1,862.74</b>	
ESPERANZA MENDOZA	32349586	111-0000-351.10-10	Overpayment Refund	47.50	N
				<b>47.50</b>	
ESPERANZA MENDOZA PEREZ	HP070001160	111-0000-351.10-10	Overpayment Refund	53.00	N
				<b>53.00</b>	
EXPERT ROOTER	93218	111-8023-451.43-10	Buildings - O S & M	132.00	N
				<b>132.00</b>	
F&A FEDERAL CREDIT UNION	PPE 10-09-2016	802-0000-217.60-40	Credit Union	16,432.00	Y
				<b>16,432.00</b>	
FACTORY MOTOR PARTS CO.	12-2266760	741-8060-431.43-20	Vehicles - O S & M	667.19	N
				<b>667.19</b>	
FIRST CHOICE SERVICES	548346	111-9010-419.61-20	Dept Supplies & Expense	252.11	N
				<b>252.11</b>	
GALLS, LLC	BC0329652	111-7010-421.61-20	Dept Supplies & Expense	73.56	N
	BC0329653	111-7010-421.61-20	Dept Supplies & Expense	73.56	N
	BC0329655	111-7010-421.61-20	Dept Supplies & Expense	73.56	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
GALLS, LLC	BC0330784	111-7010-421.61-20	Dept Supplies & Expense	81.74	N
				<b>302.42</b>	
GARDA CL WEST, INC.	10245574	111-9010-419.33-10	Bank Services	677.29	N
	20184607	111-9010-419.33-10	Bank Services	24.99	N
				<b>702.28</b>	
GARY M ROGERS	61387/61388	111-0000-228.20-00	Deposit Refund	28.00	N
				<b>28.00</b>	
GERALD M. CHAVARRIA	61133/61133	111-6060-466.33-20	Contractual Srv Class	58.40	N
				<b>58.40</b>	
GFWC WOMENS CLUB OF HUNTINGTON PARK	61146/61321	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
GRAFFITI PROTECTIVE COATINGS INC.	1005-0916	111-8095-431.56-75	Contract Graffiti Removal	32,250.00	N
				<b>32,250.00</b>	
GRANICUS	76694	111-1010-411.56-41	Contractual Srv - Other	7,120.00	N
				<b>7,120.00</b>	
GREAT PACIFIC EQUIPMENT, INC.	29072	741-8060-431.43-20	Vehicles - O S & M	1,465.00	N
				<b>1,465.00</b>	
GUSTAVO LOPEZ	32335520	111-0000-351.10-10	Overpayment Refund	108.00	N
				<b>108.00</b>	
HALLOWEEN CLUB	POLICE DEPARTME	111-6020-451.61-35	Recreation Supplies	202.65	N
	CITYOFHPKARINA	111-6020-451.61-35	Recreation Supplies	151.85	N
	SARA CISNEROS	111-6020-451.61-35	Recreation Supplies	379.56	N
	PUBLIC WORKS	111-6020-451.61-35	Recreation Supplies	409.15	N
	MARIO LOPEZ	111-6020-451.61-35	Recreation Supplies	432.14	N
	PARKS AND REC 2	111-6020-451.61-35	Recreation Supplies	59.30	N
				<b>1,634.65</b>	
HERNANDEZ SIGNS, INC.	2886	111-6020-451.61-35	Recreation Supplies	340.08	N
				<b>340.08</b>	
HOME DEPOT - PARKS & RECREATION	3263970	111-6020-451.61-35	Recreation Supplies	68.34	N
	8260010	111-6020-451.61-35	Recreation Supplies	235.85	N
	3263955	111-6020-451.61-35	Recreation Supplies	449.44	N
	3972296	111-6020-451.61-35	Recreation Supplies	420.01	N
				<b>1,173.64</b>	
HOME DEPOT U.S.A. INC.	7/1/15-6/30/16	111-3010-465.56-32	Sales Tax Rebate/Home Dep	119,956.35	N
				<b>119,956.35</b>	
HUNTINGTON PARK CAR WASH	SEPT 2016	741-8060-431.43-20	Vehicles - O S & M	423.00	N
				<b>423.00</b>	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 10-09-2016	802-0000-217.60-10	Association Dues	150.00	Y
				<b>150.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 10-09-2016	802-0000-217.60-10	Association Dues	3,647.83	Y
				<b>3,647.83</b>	
IBE DIGITAL	38964A 1	111-9010-419.44-10	Rent ( Incl Equip Rental)	16.35	N
				<b>16.35</b>	
IMPACT TIRE SERVICE	6051	219-0250-431.43-21	Metro Transit O S & M	25.00	N
				<b>25.00</b>	
INTER VALLEY POOL SUPPLY, INC	89950	681-8030-461.41-00	Water Purchase/Resource	201.79	N
	89951	681-8030-461.41-00	Water Purchase/Resource	271.84	N
	90120	681-8030-461.41-00	Water Purchase/Resource	311.86	N
	90121	681-8030-461.41-00	Water Purchase/Resource	241.82	N
	90122	681-8030-461.41-00	Water Purchase/Resource	275.17	N
	90123	681-8030-461.41-00	Water Purchase/Resource	166.77	N
				<b>1,469.25</b>	
INTERNATIONAL CODE COUNCIL, INC.	1000728381	111-5010-419.61-20	Dept Supplies & Expense	1,457.71	N
				<b>1,457.71</b>	
JACQUELINE J. DUSATKO	17-00020018	111-0000-321.10-00	Overpayment Refund	13.65	N
				<b>13.65</b>	
JEFF WIGHTMAN	10/17/2016	111-6030-451.33-90	Referee Services	30.00	N
				<b>30.00</b>	
JERRY'S AUTO BODY, INC.	30264	741-8060-431.43-20	Vehicles - O S & M	640.38	N
	30286	741-8060-431.43-20	Vehicles - O S & M	807.96	N
				<b>1,448.34</b>	
JOE I PEREZ	07/22/2016	111-0210-413.56-41	Contractual Srvc - Other	1,500.00	N
				<b>1,500.00</b>	
JOEL GORDILLO	OCT 2016	111-1010-411.56-41	Contractual Srvc - Other	1,650.00	N
				<b>1,650.00</b>	
JOSE & SUSANA PACHECO	17-00015783	111-0000-321.10-00	Overpayment Refund	10.00	N
				<b>10.00</b>	
KNEE SHOULDER BACK ORTHOPEDIC	17-00025447	111-0000-321.10-00	Overpayment Refund	40.00	N
				<b>40.00</b>	
KURT J. CAMP	HP00085	111-7030-421.56-41	Contract/Other	100.00	N
				<b>100.00</b>	
LA COUNTY SHERIFF'S DEPT	170932SS	111-7022-421.56-41	Contract/Other	976.29	N
				<b>976.29</b>	
LACMTA	800065352	219-0250-431.58-50	Bus Passes	5,460.00	N
				<b>5,460.00</b>	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
LAN WAN ENTERPRISE, INC	56374	229-7010-421.74-10	Equipment	1,950.00	N
				<b>1,950.00</b>	
LAW OFFICES OF CARPENTER & ROTHANS	27958	745-9031-413.32-70	Contractual Srv Legal	46.62	N
	28006	745-9031-413.32-70	Contractual Srv Legal	3,214.45	N
				<b>3,261.07</b>	
LB JOHNSON HARDWARE CO #1	684244	741-8060-431.43-20	Street Lighting Supplies	75.93	N
	684087	535-6090-452.61-20	Buildings - O S & M	26.14	N
	684246	535-8016-431.61-45	Vehicles - O S & M	20.47	N
	684383	111-8020-431.43-10	Dept Supplies & Expense	95.88	N
				<b>218.42</b>	
LEAD TECH ENVIRONMENTAL	10476	246-5098-463.56-41	Contractual Srv - Other	290.00	N
				<b>290.00</b>	
LOGAN SUPPLY COMPANY, INC.	88773	741-8060-431.43-20	Vehicles - O S & M	119.10	N
				<b>119.10</b>	
LOS ANGELES COUNTY REGIONAL	1293	111-7010-421.59-15	Professional Development	945.00	N
				<b>945.00</b>	
LOS ANGELES TIMES	12/25/16	121-7040-421.56-14	Welfare Inmate Fd Expense	48.93	N
				<b>48.93</b>	
LUCKY TOURS CHARTER INC	2049	219-0250-431.57-70	Recreation Transit	750.00	N
				<b>750.00</b>	
LUIS VIRGEN	32390223	111-0000-351.10-10	Overpayment Refund	137.50	N
				<b>137.50</b>	
LYNBERG & WATKINS APC	43913	745-9031-413.32-70	Contractual Srv Legal	3,111.19	N
	43914	745-9031-413.32-70	Contractual Srv Legal	73.00	N
	43912	745-9031-413.32-70	Contractual Srv Legal	1,979.41	N
				<b>5,163.60</b>	
MALLORY SAFETY AND SUPPLY LLC	4158742	227-7112-421.74-10	Equipment	8,968.96	N
				<b>8,968.96</b>	
MANAGED HEALTH NETWORK	3200004764	802-0000-217.50-60	Employee Mental Wellness	1,351.84	N
				<b>1,351.84</b>	
MARCO GOMEZ	58762/61207	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
MARIO LOPEZ	09/13/2016	111-8010-431.59-15	Professional Development	100.00	N
				<b>100.00</b>	
MCMASTER-CARR SUPPLY CO.	80349883	111-8020-431.43-10	Buildings - O S & M	41.13	N
				<b>41.13</b>	
MERCEDES ORTEGON	57340/61316	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
MERRIMAC ENERGY GROUP	2162690	741-8060-431.62-30	Metro Transit Fuel & Oil	17,941.41	N
				<b>17,941.41</b>	
METRO TRANSIT SERVICES	201608-DAR	219-0250-431.56-45	Dial-A-Ride (All City)	27,945.28	N
	201609-DAR	219-0250-431.56-45	Dial-A-Ride (All City)	50,000.00	N
				<b>77,945.28</b>	
MIGUEL ALVARADO	32362514	111-0000-351.10-10	Overpayment Refund	60.00	N
				<b>60.00</b>	
MIGUEL PEREZ	60009/61317	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
MISC-DEMOLITION DEPOSIT REFUNDS	2134	111-0000-342.20-00	C&D Refund	2,105.00	N
	5526/5853	111-0000-322.10-10	C&D Refund	1,650.00	N
	6559	285-0000-228.75-00	C&D Refund	650.00	N
				<b>4,405.00</b>	
NAPA PARTS WHOLESALE	184259	741-8060-431.43-20	Vehicles - O S & M	95.22	N
	184269	741-8060-431.43-20	Vehicles - O S & M	67.02	N
	184528	741-8060-431.43-20	Vehicles - O S & M	35.12	N
				<b>197.36</b>	
NATALIE LOPEZ	HP010001541	111-0000-351.10-10	Overpayment Refund	54.00	N
				<b>54.00</b>	
NATION WIDE RETIREMENT SOLUTIONS	PPE 10-09-2016	802-0000-217.40-10	Deferred Compensation	16,353.91	Y
				<b>16,353.91</b>	
NATIONWIDE ENVIRONMENTAL SERVICES	27774	221-8010-431.56-41	Contractual Srvc - Other	13,324.66	N
	27774	222-5030-431.56-41	Contractual Srvc - Other	17,352.20	N
	27774	231-8010-415.56-41	Contractual Srvc - Other	7,188.74	N
				<b>37,865.60</b>	
NEW CHEF FASHION INC.	844781	111-7010-421.61-20	Dept Supplies & Expense	42.51	N
	844784	111-7010-421.61-20	Dept Supplies & Expense	108.98	N
	844782	111-7010-421.61-20	Dept Supplies & Expense	85.02	N
	847074	111-7010-421.61-20	Dept Supplies & Expense	42.51	N
	844785	111-7010-421.61-20	Dept Supplies & Expense	97.00	N
	844783	111-7010-421.61-20	Dept Supplies & Expense	108.98	N
				<b>485.00</b>	
NICK ALEXANDER RESTORATION	3285	741-8060-431.43-20	Vehicles - O S & M	259.95	N
				<b>259.95</b>	
O'REILLY AUTO PARTS	2959-155610	219-0250-431.43-21	Metro Transit O S & M	352.97	N
	2959-152928	219-0250-431.43-21	Metro Transit O S & M	98.94	N
	2959-152960	219-0250-431.43-21	Metro Transit O S & M	93.27	N
	2959-152930	219-0250-431.43-21	Metro Transit O S & M	5.23	N

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O'REILLY AUTO PARTS	2959-155567	219-0250-431.43-21	Metro Transit O S & M	6.20	N	
	2959-154782	741-8060-431.43-20	Vehicles - O S & M	14.15	N	
	2959-154780	741-8060-431.43-20	Vehicles - O S & M	13.05	N	
	2959-154521	741-8060-431.43-20	Vehicles - O S & M	43.59	N	
	2959-154926	741-8060-431.43-20	Vehicles - O S & M	124.13	N	
	2959-154406	741-8060-431.43-20	Vehicles - O S & M	26.12	N	
	2959-154402	741-8060-431.43-20	Vehicles - O S & M	34.79	N	
	2959-152781	741-8060-431.43-20	Vehicles - O S & M	53.78	N	
	2959-152762	741-8060-431.43-20	Vehicles - O S & M	16.34	N	
	2959-151599	741-8060-431.43-20	Vehicles - O S & M	104.51	N	
	2959-151599	741-8060-431.43-20	Vehicles - O S & M	44.13	N	
	2959-151592	741-8060-431.43-20	Vehicles - O S & M	15.61	N	
	2959-151597	741-8060-431.43-20	Vehicles - O S & M	34.84	N	
	2959-151595	741-8060-431.43-20	Vehicles - O S & M	7.83	N	
	2959-151593	741-8060-431.43-20	Vehicles - O S & M	89.54	N	
	2959-150600	741-8060-431.43-20	Vehicles - O S & M	8.26	N	
	2959-151823	741-8060-431.43-20	Vehicles - O S & M	143.64	N	
	2959-160269	741-8060-431.43-20	Vehicles - O S & M	73.31	N	
	2959-160278	741-8060-431.43-20	Vehicles - O S & M	167.91	N	
	2959-160248	741-8060-431.43-20	Vehicles - O S & M	102.50	N	
	2959-159900	741-8060-431.43-20	Vehicles - O S & M	57.32	N	
	2959-159950	741-8060-431.43-20	Vehicles - O S & M	10.40	N	
	2959-158098	741-8060-431.43-20	Vehicles - O S & M	15.24	N	
	2959-157938	741-8060-431.43-20	Vehicles - O S & M	271.17	N	
	2959-157543	741-8060-431.43-20	Vehicles - O S & M	43.59	N	
	2959-158083	741-8060-431.43-20	Vehicles - O S & M	15.24	N	
	2959-157730	741-8060-431.43-20	Vehicles - O S & M	102.71	N	
	2959-157668	741-8060-431.43-20	Vehicles - O S & M	21.79	N	
					<b>2,212.10</b>	
	OK PRINTING DESIGN & DIGITAL PRINT	269	111-5010-419.61-20	Dept Supplies & Expense	94.32	N
		267	246-5098-463.61-20	Dept Supplies & Expense	459.45	N
				<b>553.77</b>		
OLDTIMERS HOUSING DEVELOPMENT CORP-	2	242-5098-463.73-15	Improvement Affrdble Hsng	24,552.50	N	
				<b>24,552.50</b>		
OLIVAREZ MADRUGA, LLP	14127	111-0220-411.32-70	Contractual Srv Legal	3,518.44	N	
				<b>3,518.44</b>		
OLIVIER & DOYLE BODY SHOP	11517	741-8060-431.43-20	Vehicles - O S & M	156.00	N	
				<b>156.00</b>		

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ORIENTAL TRADING COMPANY, INC.	679689324-01	111-6020-451.61-35	Recreation Supplies	268.43	N
	679901655-01	111-6020-451.61-35	Recreation Supplies	76.86	N
				<b>345.29</b>	
OSCAR LARA	32131116	111-0000-351.10-10	Citations	138.00	N
				<b>138.00</b>	
PACIFIC OAKS COLLEGE	61122/61318	111-0000-228.20-00	Deposit Refund	150.00	N
				<b>150.00</b>	
PARKHOUSE TIRE, INC.	1010523037	741-8060-431.43-20	Vehicles - O S & M	221.23	N
				<b>221.23</b>	
PATRICIA GOMEZ	60365/61346	111-0000-228.20-00	Deposit Refund	1,254.00	N
				<b>1,254.00</b>	
PRISILA LIZERIO	51209/61343	111-0000-347.50-00	Deposit Refund	40.00	N
				<b>40.00</b>	
PRUDENTIAL OVERALL SUPPLY	50919781	111-7010-421.61-20	Dept Supplies & Expense	18.94	N
	50905110	111-8022-419.43-10	Buildings - O S & M	29.00	N
	50910010	111-8022-419.43-10	Buildings - O S & M	29.00	N
	50914894	111-8022-419.43-10	Buildings - O S & M	30.07	N
	50919782	111-8022-419.43-10	Buildings - O S & M	30.07	N
	50879172	111-8022-419.43-10	Buildings - O S & M	29.00	N
	50843474	111-8022-419.43-10	Buildings - O S & M	29.00	N
				<b>195.08</b>	
PURCHASE POWER	10/11/2016	111-7040-421.56-41	Contact/Other	501.88	N
				<b>501.88</b>	
QUBYCO QUALITY BY CO. CORPORATION	6757	111-8022-419.43-10	Buildings - O S & M	1,962.00	N
				<b>1,962.00</b>	
RANGEL AGUSTIN CADUEZ	32131691	111-0000-351.10-10	Citations	138.00	N
	3182978	111-0000-351.10-10	Citations	138.00	N
				<b>276.00</b>	
RAUL JUSTO BOCANEGRA	HP-02	111-0220-411.32-70	Contractual Srv Legal	2,400.00	N
				<b>2,400.00</b>	
RICOH AMERICAS CORP	51881110	111-6010-451.56-41	Contractual Svc - Other	233.90	N
				<b>233.90</b>	
RIO HONDO COLLEGE	10/10-10/14/16	111-7010-421.59-20	Professional Develop Post	212.00	N
				<b>212.00</b>	
RUSENHAUS APTS	17-00008369	111-0000-321.10-00	Deposit Refund	33.65	N
				<b>33.65</b>	
SERRATO & ASSOCIATES INC	10/17/2016	111-7010-421.59-15	Professional Development	90.00	N
				<b>90.00</b>	

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SEVERN TRENT ENVIRONMENTAL SERVICES	13564	283-8040-432.56-41	Contractual Srvc - Other	12,371.49	N
	13564	681-8030-461.56-41	Contractual Srvc - Other	97,263.85	N
				<b>109,635.34</b>	
SMART & FINAL	198140	239-6060-466.61-20	Recreation Supplies	33.07	N
	198315	111-6020-451.61-35	Dept Supplies & Expense	22.48	N
	191944	111-7010-421.61-20	Dept Supplies & Expense	44.73	N
	186783	111-7010-421.61-20	Dept Supplies & Expense	98.45	N
				<b>198.73</b>	
SMITH FASTENER	STD0000236	111-6020-451.61-35	Recreation Supplies	38.28	N
				<b>38.28</b>	
SOURCE ONE OFFICE PRODUCTS, INC.	WO-25879-1	111-3010-415.61-20	Dept Supplies & Expense	31.95	N
	WO-25823-1	111-3010-415.61-20	Dept Supplies & Expense	724.05	N
	WO-26054-1	111-3010-415.61-20	Dept Supplies & Expense	47.82	N
				<b>803.82</b>	
SOUTH BAY FORD	HP16003	122-7010-421.74-10	Equipment	64,970.60	N
				<b>64,970.60</b>	
SOUTHEAST POLICE CHIEFS GROUP	09/22/2016	111-7010-421.59-15	Professional Development	500.00	N
				<b>500.00</b>	
SOUTHERN CALIFORNIA EDISON	9/6/16-10/5/16	111-8024-421.62-10	Heat Light Water & Power	6,819.20	N
	09/21/2016	535-8016-431.62-10	Heat Light Water & Power	15,932.50	N
	09/21/2016	681-8030-461.62-20	Power Gas & Lubricants	13,142.43	N
				<b>35,894.13</b>	
SPARKLETTS	15187658 092816	741-8060-431.43-20	Vehicles - O S & M	10.84	N
				<b>10.84</b>	
ST FRANCIS, LLC.	1661002	221-8014-429.56-41	Contractual Srvc - Other	9,542.71	N
	1661003	221-8014-429.56-41	Contractual Srvc - Other	4,608.00	N
				<b>14,150.71</b>	
STANDARD GLASS & MIRROR	10/4/2016	111-8022-419.43-10	Buildings - O S & M	301.27	N
				<b>301.27</b>	
STANDARD INSURANCE COMPANY	OCTOBER 2016	802-0000-217.50-70	Life, ADD, LT Disability	7,079.01	N
				<b>7,079.01</b>	
TERESA CERVANTES	60402/61208	111-0000-347.20-00	Deposit Refund	65.00	N
				<b>65.00</b>	
THE GAS COMPANY	8/8/16-9/7/16	111-8023-451.62-10	Heat Light Water & Power	212.92	N
	8/8/16-9/7/16	111-8020-431.62-10	Heat Light Water & Power	72.60	N
	8/8/16-9/7/16	111-8024-421.62-10	Heat Light Water & Power	386.19	N
	8/8/16-9/7/16	111-8022-419.62-10	Heat Light Water & Power	236.99	N
				<b>908.70</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
11-01-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
TRANSTECH ENGINEERS, INC.	20162289	111-4010-431.56-62	Contract Engineer Service	11,360.55	N
	20162292	111-4010-431.56-62	Contract Engineer Service	3,420.00	N
	20162295	111-4010-431.56-62	Contract Engineer Service	720.00	N
	20162297	111-4010-431.56-62	Contract Engineer Service	1,125.00	N
	20162071	221-8010-431.56-41	Contractual Srvc - Other	90.00	N
	20162072	221-8010-431.56-41	Contractual Srvc - Other	2,385.00	N
	20162074	221-8010-431.56-41	Contractual Srvc - Other	720.00	N
	20162076	221-8010-431.56-41	Contractual Srvc - Other	270.00	N
	20162077	221-8010-431.56-41	Contractual Srvc - Other	360.00	N
	20162084	221-8010-431.56-41	Contractual Srvc - Other	270.00	N
	20162290	221-8010-431.56-41	Contractual Srvc - Other	7,155.00	N
	20162293	221-8010-431.56-41	Contractual Srvc - Other	900.00	N
	20162294	221-8010-431.56-41	Contractual Srvc - Other	55.00	N
	20162296	221-8010-431.56-41	Contractual Srvc - Other	997.50	N
	20162298	221-8010-431.56-41	Contractual Srvc - Other	765.00	N
	20162299	221-8010-431.56-41	Contractual Srvc - Other	900.00	N
	20162300	221-8010-431.56-41	Contractual Srvc - Other	1,485.00	N
	20162301	221-8010-431.56-41	Contractual Srvc - Other	45.00	N
	20162302	221-8010-431.56-41	Contractual Srvc - Other	180.00	N
	20162303	221-8010-431.56-41	Contractual Srvc - Other	360.00	N
20162304	221-8010-431.56-41	Contractual Srvc - Other	990.00	N	
20162305	221-8010-431.56-41	Contractual Srvc - Other	270.00	N	
20162306	221-8010-431.56-41	Contractual Srvc - Other	1,440.00	N	
				<b>36,263.05</b>	
TRIANGLE SPORTS	32914	111-6030-451.61-35	Recreation Supplies	263.78	N
	32780	111-6030-451.61-35	Recreation Supplies	2,040.48	N
	33509	111-6040-451.61-35	Recreation Supplies	305.20	N
				<b>2,609.46</b>	
TRIMMING LAND CO INC	3448	535-6090-452.56-60	Contract Landscape Labor	195.00	N
				<b>195.00</b>	
TYCO INTEGRATED SECURITY LLC	27227405	111-8023-451.56-41	Contractual Srvc - Other	282.04	N
	27227406	111-8023-451.56-41	Contractual Srvc - Other	371.14	N
	27227396	111-8023-451.56-41	Contractual Srvc - Other	1,401.34	N
	26689466	111-8023-451.56-41	Contractual Srvc - Other	1,401.34	N
	26494982	111-8023-451.56-41	Contractual Srvc - Other	54.50	N
	26689475	111-8023-451.56-41	Contractual Srvc - Other	262.37	N
	26689476	111-8023-451.56-41	Contractual Srvc - Other	351.79	N
				<b>4,124.52</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
11-01-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
U.S. BANK	PPE 10-09-2016	802-0000-217.30-20	PARS	2,086.50	Y
	PPE 10-09-2016	802-0000-217.30-20	PARS	2,329.71	Y
	PPE 10-09-2016	802-0000-218.10-05	PARS EMPLOYER	11,076.46	Y
	PPE 10-09-2016	802-0000-218.10-05	PARS EMPLOYER	3,275.00	Y
				<b>18,767.67</b>	
U.S. HEALTH WORKS	2995700-CA	111-0230-413.56-41	Contractual Srvc - Other	394.00	N
				<b>394.00</b>	
ULINE	80876440	111-8022-419.43-10	Buildings - O S & M	428.81	N
				<b>428.81</b>	
UNDERGROUND SERVICE ALERT OF SO CAL	920160126	221-8014-429.56-41	Contractual Srvc - Other	219.00	N
				<b>219.00</b>	
UNITED PACIFIC WASTE & RECYCLING	1831458	111-8027-431.56-59	Contract-Trash Collection	16,680.00	N
				<b>16,680.00</b>	
UTILITY COST MANAGEMENT LLC	21434	535-8016-431.62-10	Heat Light Water & Power	224.89	N
				<b>224.89</b>	
VERIZON WIRELESS	9771244997	111-8010-431.53-10	Telephone & Wireless	2,213.52	N
				<b>2,213.52</b>	
WALTERS WHOLESALE ELECTRIC COMPANY	S106341102.002	535-8016-431.61-45	Street Lighting Supplies	130.75	N
				<b>130.75</b>	
WATER REPLENISHMENT DISTRICT OF	8/31/2016	681-8030-461.41-00	Water Purchase/Resource	70,653.33	N
				<b>70,653.33</b>	
WELLS FARGO	2469216L500J6ZX	111-0210-413.61-20	Contractual Srvc - Other	125.27	Y
	2469216L500W4SA	111-0210-413.61-20	Contractual Srvc - Other	27.44	Y
	2422443LB2ZO2DZ	111-0210-413.56-41	Dept Supplies & Expense	2,614.46	Y
	2430137LQ3DWMR0	111-0230-413.54-00	Dept Supplies & Expense	400.00	Y
	2469216K00LMB2R	111-0210-413.61-20	Dept Supplies & Expense	99.64	Y
	2490641LP0W8P	111-0210-413.74-10	Equipment	314.98	Y
	08/26/2016	111-0210-413.56-41	Contract/Other	100.57	Y
				<b>3,682.36</b>	
WELLS FARGO BANK-FIT	PPE 10-09-2016	802-0000-217.20-10	Federal W/Holding	56,890.83	Y
				<b>56,890.83</b>	
WELLS FARGO BANK-MEDICARE	PPE 10-09-2016	802-0000-217.10-10	Medicare	6,965.15	Y
				<b>6,965.15</b>	
WELLS FARGO BANK-SIT	PPE 10-09-2016	802-0000-217.20-20	State W/Holding	18,243.01	Y
				<b>18,243.01</b>	
WEST GOVERNMENT SERVICES	834831435	111-7030-421.56-41	Contract/Other	525.20	N
				<b>525.20</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
11-01-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WESTCHESTER MEDICAL GROUP	CH139-7633	111-0230-413.56-41	Contractual Srvc - Other	200.00	N
				<b>200.00</b>	
WESTERN EXTERMINATOR COMPANY	4455270	535-6090-452.56-60	Contractual Srvc - Other	134.00	N
	4455270	111-8023-451.56-41	Contractual Srvc - Other	88.50	N
	4455270	111-8022-419.56-41	Contractual Srvc - Other	47.00	N
	4455270	111-8020-431.56-41	Contract/Other	64.50	N
	4455270	111-8024-421.56-41	Contract Landscape Labor	48.00	N
				<b>382.00</b>	
WILLDAN FINANCIAL SERVICES	010-31507	111-9010-419.56-41	Contractual Srvc - Other	200.00	N
				<b>200.00</b>	
XEROX CORPORATION	086445351	111-8020-431.43-05	Office Equip - O S & M	22.32	N
				<b>22.32</b>	
YASMIN CRUZ	60702/61010	111-6060-466.33-20	Contractual Srv Class	212.80	N
	60415/60857	111-6060-466.33-20	Contractual Srv Class	212.80	N
	60714/60924	111-6060-466.33-20	Contractual Srv Class	273.60	N
				<b>699.20</b>	
YAZMIN CHAVEZ	410011508547	111-0230-413.61-20	Dept Supplies & Expense	12.81	N
				<b>12.81</b>	
ZOLIMAR GARCIA	57318/61323	111-0000-347.50-00	Deposit Refund	50.00	N
				<b>50.00</b>	
				<b>1,117,367.51</b>	

# CITY OF HUNTINGTON PARK

## City Council Meeting Agenda Tuesday, November 1, 2016

### REGULAR AGENDA

#### CITY COUNCIL

4. **Consideration of appointment for the position of Director of Public Works and authorization of Mayor to execute the Employment Agreement**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conclude the recruitment process for the position of Director of Public Works; and
2. Approve the appointment of \_\_\_\_\_ for the position of Director of Public Works; and
3. Authorize the Mayor to execute the Employment Agreement subject to and conditioned upon the successful completion of a medical evaluation and background check.
4. The Employment Agreement will be presented to the City Council at the time a candidate is identified for potential employment, subject to the terms and conditions expressed above.

# CITY OF HUNTINGTON PARK

## City Council Meeting Agenda Tuesday, November 1, 2016

### REGULAR AGENDA

#### CITY COUNCIL

5. **Consideration of appointment for the position of Director of Community Development and authorization of Mayor to execute the Employment Agreement**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conclude the recruitment process for the position of Director of Community Development; and
2. Approve the appointment of \_\_\_\_\_ for the position of Director of Community Development; and
3. Authorize the Mayor to execute the Employment Agreement subject to and conditioned upon the successful completion of a medical evaluation and background check.
4. The Employment Agreement will be presented to the City Council at the time a candidate is identified for potential employment, subject to the terms and conditions expressed above.



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

November 1, 2016

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:

## **ORDINANCE GRANTING THE TRANSFER OF ORDINANCE 353-NS TO TORRANCE PIPELINE COMPANY LLC, (SUCCESSOR-IN-INTEREST TO EXXONMOBIL OIL CORPORATION)**

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

1. Waive further reading and introduce Ordinance No. 2016-951, granting the transfer of the ExxonMobil Oil Corporation Ordinance No. 353-NS to Torrance Pipeline Company LLC, for the use and maintenance of an existing underground pipeline; and
2. Schedule the adoption of Ordinance No. 2016-951, as described above, for the November 15, 2016, City Council meeting.

### **BACKGROUND**

On January 3, 1984, by Ordinance No. 353-NS, the City of Huntington Park granted a franchise agreement (the "Agreement") to the ExxonMobil Oil Corporation for the operation of a 12-inch oil pipeline stretching approximately one mile along the easterly forty feet of Santa Fe Avenue. The Agreement defined the terms and conditions of the franchise including franchise fees, roles and responsibilities of each party, and administrative requirements. The term of the Agreement was 10 years.

On December 20, 1993, by Ordinance No. 535-NS, the City extended this Agreement for a second 10-year period and on November 17, 2003, by Ordinance No. 716-NS, the City extended it for a third 10-year period, which expired on December 17, 2013.

# ORDINANCE GRANTING THE TRANSFER OF EXXONMOBIL OIL CORPORATION TO TORRANCE PIPELINE COMPANY LLC, FOR USE AND MAINTENANCE OF A PIPELINE

November 1, 2016

Page 2 of 4

On December 16, 2013, the City Council adopted Resolution No. 2013-56 declaring the City Council's intent to grant the Agreement extension and setting a public hearing date of January 6, 2014 for the First Reading of the Agreement that would result in a fourth extension. On January 21, 2014, the Second Reading was completed and Ordinance No. 927-NS granted the extension to ExxonMobil. Ordinance No. 927-NS extended the Agreement for a 10-year period through December 18, 2023.

On September 29, 2015, ExxonMobil sold its interest in Pipeline No. M-145 to Torrance Pipeline Company LLC, pursuant to Ordinance No. 353-NS, which permits the sale of their facilities and re-assignment of the Agreement to a new owner. Torrance Pipeline Company LLC representatives have opted to transfer ExxonMobil's Agreement, which expires on December 18, 2023.

## **FISCAL IMPACT**

Currently, the City collects \$.34 per linear foot for a total of \$1,973.04 annually from ExxonMobil for the pipeline. ExxonMobil is regulated by the California Public Utilities Code section 6231.5, as a public utility pipeline. As such, the fees imposed by the municipality are limited to a formula, which establishes a strict rate per linear foot based on the diameter of the pipeline.

Under its new ownership, Pipeline No. M-145 will be regulated by the California Public Utilities Code 6231 (C) as a nonpublic utility pipeline thereby facilitating the City's ability to have negotiated a higher cost per linear foot.<sup>1</sup> Therefore, effective with the adoption of the Ordinance post its second reading, the City will collect \$2.53 per linear foot, for a total amount of \$14,553.88.

It was important to staff that the City negotiate a competitive rate and which led us to contact three other agencies along the Pipeline No M-145 route, as summarized in the table below. Rates vary based on pipeline size.

<b><i>Entity</i></b>	<b><i>Pipeline Size</i></b>	<b><i>Franchise Rate (\$/ft)</i></b>
<i>South Gate</i>	12"	2.11
<i>Huntington Park</i>	12"	2.53
<i>Carson<sup>2</sup></i>	12"	2.88
<i>Culver City</i>	16"	4.69

---

<sup>1</sup> Franchise fees for nonpublic utility pipelines are calculated based on a different formula.

<sup>2</sup> The Carson Agreement provides for a higher CPI adjustment thereby leading to an overall higher rate.

# **ORDINANCE GRANTING THE TRANSFER OF EXXONMOBIL OIL CORPORATION TO TORRANCE PIPELINE COMPANY LLC, FOR USE AND MAINTENANCE OF A PIPELINE**

November 1, 2016

Page 3 of 4

Legal costs and staff time totaling approximately \$11,750 have been incurred in connection with updating the Ordinance and negotiations in support of this transfer. Accordingly, the City has sought reimbursement from Torrance Pipeline Company LLC by way of an administrative fee related to the transfer in an amount not to exceed \$12,500.

## **LEGAL REQUIREMENTS**

There is no indication that there are any safety issues with Pipeline No. M-145. The letter dated September 27, 2016 from the State Fire Marshal (Department of Forestry and Fire Protection, Office of the State Fire Marshal, Pipeline Safety Division) indicates that ExxonMobil has maintained and operated the Pipeline in compliance with federal and state laws and regulations. It also indicates that the State Fire Marshal's most recent inspection of Pipeline No. M-145, which took place in March 2016, found no violations of the California Pipeline Safety Act or the U.S. Department of Transportation's Code of Federal Regulations. There is the expectation that granting the proposed Agreement to Torrance Pipeline Company LLC (TPC) will allow for a smooth transition from ExxonMobil to TPC, ensuring that the Pipeline will continue to be maintained and operated in compliance with federal and state law. Finally, according to the Ordinance, TPC will be required to file annual inspection reports with the City.

## **CONCLUSION**

Upon Council approval staff will proceed with recommended actions.

Respectfully submitted,



EDGAR CISNEROS  
City Manager



JAN MAZYCK  
Interim Finance Director

## **ATTACHMENT(S)**

- A. Ordinance 353-NS
- B. Proposed City Council Ordinance No. 2016-951, Approving the Transfer of Ordinance No. 353-NS to Torrance Pipeline Company LLC, to Construct, Lay, Operate, Test, Maintain, Use, Renew, Repair, Replace, Move, Change the Size and Number of/ and Remove or Abandon in Place Pipelines and Appurtenances, for the Purpose of

**ORDINANCE GRANTING THE TRANSFER OF EXXONMOBIL OIL CORPORATION  
TO TORRANCE PIPELINE COMPANY LLC, FOR USE AND MAINTENANCE OF A  
PIPELINE**

November 1, 2016

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Conducting, Transporting, Conveying and Carrying Gas, Oil, Petroleum Products and Water, on, along, in , under and across Public Street, Ways, Alleys and Places within the City of Huntington Park

- C. Letter from the State Fire Marshall
- D. City Map

1  
2 AN ORDINANCE OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA,  
3 GRANTING TO MOBIL OIL CORPORATION, A NEW YORK CORPORATION, ITS  
4 SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONTINUE TO MAINTAIN A  
5 CERTAIN TWELVE INCH PIPELINE AND TO OPERATE, USE, REPAIR, REPLACE,  
6 AND/OR REMOVE SAID PIPELINE, TOGETHER WITH ALL VALVES, FITTINGS,  
7 MANHOLES, SERVICE CONNECTIONS, APPURTENANCES AND EQUIPMENT NECES-  
8 SARY OR CONVENIENT FOR THE OPERATION THEREOF, FOR THE TERM OF TEN  
9 (10) YEARS, IN, UNDER, AND ALONG THE EASTERLY FORTY FEET OF SANTA  
10 FE AVENUE IN THE CITY OF HUNTINGTON PARK, CALIFORNIA.

11 THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES ORDAIN AS  
12 FOLLOWS:

13 WHEREAS, Mobil Oil Corporation was granted a franchise under  
14 Ordinance No. 82-NS and the terms of said franchise has expired;  
15 and

16 WHEREAS, said corporation has requested an extension of the  
17 franchise, for the purpose of maintaining an existing twelve inch  
18 (12") pipeline located under Santa Fe Avenue; and

19 WHEREAS, the City Council wishes to extend said franchise  
20 upon the terms and conditions hereinafter set forth;

21 SECTION 1: DEFINITIONS

22 For the purposes of this Ordinance, unless otherwise apparent  
23 from the context, certain words and phrases used herein are  
24 defined as follows:

25 (A) "Person" means individual, person, firm, partnership or  
26 corporation.

27 (B) "Grantee" means the person to whom the franchise is  
28 granted and any person to whom it lawfully may be assigned.

(C) "Street" means Santa Fe Avenue, as it now exists or as  
it may hereafter exist in the incorporated territory of the City  
and in which the City has the authority to grant a franchise.

(D) "City" means the City of Huntington Park.

1 (E) "Facilities" means all property of the Grantee including  
2 service connections with the Grantee's facilities whether  
3 installed by the Grantee or not, erected, constructed, laid,  
4 operated or maintained in, upon, under, along or across Santa Fe  
5 Avenue pursuant to any privilege granted by the franchise.

6 SECTION 2: GRANT OF FRANCHISE.

7 The franchise, privilege and right is hereby granted to MOBIL  
8 OIL CORPORATION, a corporation organized and existing under and by  
9 virtue of the laws of the State of New York, its successors or  
10 assigns, for a period of ten (10) years from and after the date of  
11 the adoption of this ordinance, to continue to maintain a certain  
12 twelve (12") inch pipeline and no others, and to operate,  
13 maintain, use, repair, replace and/or remove said pipeline,  
14 together with all valves, fittings, manholes, service connections,  
15 appurtenances and equipment as the Grantee, its successors or  
16 assigns, may deem necessary or convenient, in, under and along the  
17 easterly forty (40') feet of Santa Fe Avenue, within the City  
18 limits, together with the right to carry, transport, convey and  
19 conduct oil, petroleum, gas, gasoline, water and other substances  
20 in and through said facilities.

21 SECTION 3: ACCEPTANCE OF FRANCHISE BY GRANTEE.

22 This franchise and privilege is granted on the terms and  
23 conditions hereinafter contained, and the Grantee shall file with  
24 the City Clerk of the City of Huntington Park a written acceptance  
25 hereof as hereinafter provided.

26 SECTION 4: FRANCHISE FEE.

27 The Grantee of this franchise, its successors or assigns,  
28 during the life of said franchise, shall pay annually to the City

1 of Huntington Park in lawful money of the United States, a sum  
2 equivalent of one-fourth cent per inch of internal diameter per  
3 foot, or \$80.00 per mile, whichever is the greater, of the pipe-  
4 line heretofore or hereafter installed and maintained pursuant to  
5 this franchise in the public street of the City. Said annual  
6 payment shall be made on or before the first day of April of each  
7 and every calendar year during the term hereof, beginning as of  
8 the effective day of the ordinance granting this franchise, for  
9 the twelve-month fiscal period ending October 31 of the preceding  
10 calendar year.

11 SECTION 5: STANDARDS FOR WORK AND MATERIALS.

12 (A) All work undertaken or performed, and all pipes and  
13 appurtenances laid or used pursuant to the provisions of this  
14 franchise shall be of the standard required by law, and by any  
15 governmental authority having jurisdiction in the premises.

16 (B) Where not in conflict with the State law, or govern-  
17 mental authority having jurisdiction in the premises, all  
18 facilities placed, erected, constructed, laid, operated or main-  
19 tained under the provisions of this franchise shall be placed,  
20 erected, constructed, laid, operated or maintained in accordance  
21 with and conforming to all of the ordinances, codes, rules and  
22 regulations now or hereafter adopted or prescribed by the City  
23 Council, and shall be of first class and standard material and  
24 subject to the approval of the Director of Public Works.

25 SECTION 6: NO ENLARGEMENT OF EXISTING PIPELINE.

26 Grantee shall not increase the size, by way of repair or replace-  
27 ment, of the existing pipeline, nor shall any additional pipes be  
28 laid in connection with the existing pipeline, it being the intent

1 of the City that the existing pipeline shall not be expanded or  
2 enlarged during the term of this franchise, except after adoption  
3 of an ordinance of the City Council permitting such enlargement.

4 SECTION 7: PERMISSION FOR STREET EXCAVATIONS

5 Before making any opening or excavation in any street, or  
6 before disturbing the earth beneath the surface of the street,  
7 regardless of whether the surface thereof is damaged or removed or  
8 not, except in case of emergency, the Grantee shall:

9 (A) File with the Director of Public Works a drawing, or  
10 drawings, showing the proposed location and character of any  
11 pipes, appurtenances, facilities or equipment to be constructed,  
12 erected, or installed in the street of the City.

13 (B) Make application to the Director of Public Works in  
14 accordance with the provisions of the ordinance of the City in  
15 force and effect at the time of making such application, and  
16 secure a permit therefor which shall indicate the approximate  
17 time, manner, and place of laying and using said pipes, appurte-  
18 nances, facilities and/or equipment.

19 (C) Make such bond or deposit of money with the appropriate  
20 officer of the City as may be from time to time required by order  
21 of the Director of Public Works at the time of the doing or  
22 performing of said work, which said bond or deposit of money shall  
23 be made to guarantee the payment to the City of any and all  
24 charges in connection with or resulting from the granting of said  
25 application.

26 If the proposed location of any pipes, appurtenances,  
27 facilities, or equipment, does not, or will not interfere unrea-  
28 sonably with ordinary travel or the use of the streets of the

1 City, and otherwise complies with this franchise and all City  
2 ordinances, the Director of Public Works shall approve the same,  
3 and issue a permit or permits therefor.

4 SECTION 8: SEARCH OF UTILITY RECORDS.

5 Grantee shall be responsible for searching utility records of  
6 any utility that may be affected by the work permitted by this  
7 ordinance. It shall be the Grantee's responsibility to deter-  
8 mine the true location and depth of all existing utilities and  
9 service connections and not interrupt the service function or  
10 disturb the supporting base of any utility without authority from  
11 the owner. The Grantee shall immediately notify the Director of  
12 Public Works and the utility owner if it disturbs, disconnects or  
13 damages any utility and shall bear the cost of repair or  
14 replacement thereof.

15 SECTION 9: REPAIR OF STREET.

16 (A) The work of erecting, constructing, laying, replacing,  
17 repairing, or removing facilities authorized under the provisions  
18 of this ordinance in, upon, over, under, along or across Santa Fe  
19 Avenue, shall be conducted with as little hindrance as practicable  
20 to the use of the street for purpose of travel, and as soon as the  
21 erecting, constructing, laying, replacing, repairing or removing  
22 of any facilities are completed, all portions of the street which  
23 have been excavated or otherwise injured thereby shall be repaired  
24 and placed in as good a condition as the same was before erecting,  
25 constructing, laying, replacing, repairing or removing of said  
26 facilities, to the satisfaction of the Director of Public Works,  
27 and shall save the City, its offices and employees, free and  
28 harmless from all damages or liability arising from the

1 construction pursuant to this franchise and from any damage or  
2 injury suffered by any person by reason of any excavation or  
3 obstruction being improperly guarded during said work or failure  
4 of the Grantee to properly perform, maintain or protect any phase  
5 of the work.

6 (B) By the acceptance of this franchise, the Grantee agrees  
7 that after the work of restoring such portion of said street has  
8 been completed, it will preserve such portion of said street so  
9 restored from deterioration resulting from having been opened or  
10 excavated, ordinary wear, tear, and use excepted.

11 (C) If Grantee within ten (10) days after receipt of written  
12 notice from the Director of Public Works instructing it to repair  
13 such damage, shall fail to commence to comply with such instruc-  
14 tions, or, thereafter shall fail diligently to prosecute such work  
15 to completion, then the Director of Public Works immediately may  
16 cause to be done whatever work is necessary to carry out said in-  
17 structions at the cost and expense of the Grantee, which cost and  
18 expense, by the acceptance of the franchise, the Grantee agrees to  
19 pay upon demand. If such damage constitutes an immediate danger  
20 to public health or safety requiring immediate repair thereof, the  
21 Director of Public Works without notice may repair such damage and  
22 the Grantee agrees to pay the reasonable cost thereof upon demand.

23 SECTION 10: DILIGENT PROSECUTION OF WORK.

24 After any work has been commenced by the Grantee in the said  
25 street, the same shall be prosecuted in good faith and with due  
26 diligence until completed.

27 SECTION 11: DEPTH OF PIPES; PROJECTIONS ABOVE STREET LEVEL

28 (A) Any pipes and appurtenances laid and used pursuant to

1 the provisions of this ordinance, or any tunnel or bore dug or  
2 made in the street in connection with the laying and using of any  
3 such pipes and appurtenances, shall be not less than 24 inches  
4 below the existing surface of the street where laid; except that  
5 where such depths are impracticable due to extraordinary circum-  
6 stances, the Grantee shall secure the approval of the Director of  
7 Public Works or other duly authorized officer of the City, as to  
8 the suitable depth or location of said pipes and appurtenances,  
9 tunnel or bore, and the same shall be placed in conformity with  
10 such approved location or depth, and in a manner satisfactory to  
11 the Director of Public Works or other duly authorized officer of  
12 the City.

13 (B) All manholes, vaults, traps, catch basins, or other  
14 structures shall be capped and covered as to be flush with the  
15 surface of the street, and shall not interfere in any way with the  
16 use of the street for the purpose of travel or in any way consti-  
17 tute a hazard to pedestrian or vehicular traffic; provided,  
18 however, that vents for underground traps, vaults and manholes may  
19 extend above the surface of the street when said vents are located  
20 in parkways, between the curb and the property line, provided said  
21 vents so located do not extend above the surface of said parkways,  
22 except by special permission of the City Council.

23 (C) The Grantee shall not lay, construct, erect or install  
24 in the streets of the City any vent pipe from any vault, manhole,  
25 or other structure of the Grantee except in the manner and at the  
26 location or locations prescribed or approved by the Director of  
27 Public Works.

28 SECTION 12: ABANDONMENT OF FACILITIES.

1 (A) Upon the abandonment of any of the facilities or equip-  
2 ment of the Grantee located above the surface of the street, the  
3 Grantee shall notify the Director of Public Works in writing of  
4 such abandonment within twenty (20) days thereafter.

5 (B) The Grantee shall, upon the abandonment of any of its  
6 facilities, or equipment located above the surface of the street,  
7 remove the same within ninety (90) days from and after the date of  
8 such abandonment.

9 (C) The Grantee shall, upon abandonment of any of its pipes  
10 below the surface of the street notify the Director of Public  
11 Works in writing of such abandonment, and if, in his opinion, the  
12 same should be removed during the term of this franchise, the  
13 Grantee shall, within twenty (20) days after receipt of notice to  
14 that effect from the Director of Public Works, commence the  
15 removal of the same at Grantee's own cost and expense, or if, in  
16 the opinion of the Director of Public Works, any work should be  
17 done in the street for the purpose of insuring the restoration of  
18 said street to good order and condition, the Grantee will, upon  
19 twenty (20) days notice to that effect from the City, commence  
20 such work as directed, at Grantee's own cost and expense. All of  
21 such work shall be pursued diligently and completed within a  
22 reasonable time.

23 SECTION 13: PUBLIC WORKS PROJECTS OF CITY.

24 In the event that during the term of this franchise, the City  
25 shall change the grade, width, or location of Santa Fe Avenue, or  
26 improve it in any manner, or lay any sewer, storm drain, conduit  
27 or pipe, or construct any subway, viaduct, or other lawful public  
28 work of any character, or lay any water main or pipe, and such

1 work shall render necessary any change in the position or location  
2 of any facilities or equipment of the Grantee in the street,  
3 including the support thereof while such work is being done or  
4 performed, the Grantee, at its own cost and expense, within twenty  
5 (20) days after written notice from the Director of Public Works  
6 and request to do so, shall begin the work of doing any and all  
7 things to effect such change in position or location in conformity  
8 with such written instructions, and shall perform said work  
9 diligently and complete it within a reasonable time.

10 If the Grantee shall sustain any loss, injury or damage by  
11 reason of the doing of any of the hereinabove mentioned public  
12 works, and if said work shall be done in a reasonable manner on  
13 the part of the City and/or any officer, board, commission or  
14 department thereof, then the Grantee shall have no recourse  
15 whatever against the City and/or any officer, board, commission,  
16 or department thereof, on account of such loss, injury or damage.

17 SECTION 14: RESERVATION OF RIGHTS BY CITY.

18 In granting this franchise, the City (without admitting or  
19 recognizing in any way that it is not already vested with the  
20 powers hereinafter reserved) hereby expressly reserves the right  
21 to grade, widen, relocate, sewer, pave, macadamize, to lay con-  
22 duit, water, gas, or other pipe therein, or to alter, repair, or  
23 otherwise provide for the making of local improvements in the  
24 street along which this franchise is granted, and the City also  
25 hereby expressly reserves the right to enact and enforce all  
26 reasonable and proper ordinances in the exercise of its police  
27 power, or its power to make and provide for the making of local  
28

1 improvements by special assessment, and nothing herein contained  
2 shall ever be construed or taken to exempt, or as a contract right  
3 exempting, the Grantee from complying with such ordinances now in  
4 force or which may hereafter be adopted. The enumeration herein  
5 of specific rights reserved shall not be taken as exclusive or as  
6 limiting the general reservations here made.

7 SECTION 15: FAILURE OF GRANTEE TO PERFORM REQUIRED WORK.

8 In the event the Grantee shall fail to commence work in  
9 compliance with the written instructions of the Director of Public  
10 Works or City Council, as provided for in this ordinance, within  
11 twenty (20) days after service of the same upon the Grantee, or  
12 its local agent or manager (unless unable to comply with such  
13 instructions by reason of strikes, riots, acts of God, acts of  
14 public enemies or other circumstances beyond the control of  
15 Grantee), the Director of Public Works shall cause the work  
16 required in said notice to be done and performed and by acceptance  
17 of this franchise, Grantee agrees to pay the City the costs  
18 thereof within ten (10) days after the delivery to it, or its  
19 local agent or manager, of an itemized bill therefor. It is  
20 understood and agreed that the cost of doing said work shall be  
21 considered the actual cost plus 20% thereof for overhead.

22 SECTION 16: HOLD HARMLESS; INSURANCE.

23 (A) The Grantee of this franchise shall indemnify, save and  
24 hold harmless, and defend the City and any officers and employees  
25 thereof, against and from all actions, damages, judgments, de-  
26 crees, costs and expenditures which the City, or such officer or  
27 employee, may suffer, or which may be recovered from, or obtain-  
28 able against the City, or such officer or employees, proximately

1 caused by and growing out of, or resulting from the exercise by  
2 the Grantee of any or all of the rights or privileges granted by  
3 this ordinance; provided, however, that the Grantee shall have  
4 the right at its option to defend any suit that may be instituted  
5 against the City, or any officer or employees thereof, by reason  
6 of, growing out of, or resulting from the exercise by the Grantee  
7 of any or all of the rights and privileges granted by this fran-  
8 chise, or by reason of any act or acts of the Grantee, or its  
9 servants or agents, in exercising this franchise. In connection  
10 therewith, Grantee shall provide and maintain, at its expense,  
11 public liability insurance with a company approved by the City  
12 Attorney in amount of not less than Five Million (\$5,000,000.00)  
13 Dollars for bodily injury for any occurrence and property damage,  
14 with the City named as an additional insured, and with said policy  
15 containing contract coverage. A certificate showing said insur-  
16 ance to be in effect shall be filed with the City Clerk upon  
17 acceptance by Grantee of this franchise. Grantee may, if it  
18 wishes, provide City with evidence of its self-insurance for not  
19 more than the first \$250,000.00 for any occurrence.

20 (B) In the event the City, or any officer or employee  
21 thereof, suffers any damage, or any person, firm or public corpo-  
22 ration, makes claim against the City, or any officer or employee  
23 thereof, by reason of, or growing out of, or resulting from the  
24 exercise by the Grantee of any or all of the rights or privileges  
25 granted by this ordinance, or by reason of any act or acts of the  
26 Grantee, or its servants or agents, in exercising this franchise,  
27 the City, or such officers, or employees thereof, must give  
28 immediate written notice thereof to the Grantee.

1           SECTION 17:        APPEAL TO CITY COUNCIL BY GRANTEE.

2           If the Grantee is dissatisfied with any determination of the  
3 Director of Public Works made by him in pursuance of authority  
4 granted to him in this ordinance, it may petition the City Council  
5 of the City to review the same provided a written appeal is filed  
6 within ten (10) days after such determination rendered by the  
7 Director of Public Works.    The decision of said City Council  
8 thereon shall be final and conclusive.

9           SECTION 18:        TRANSFER OR ASSIGNMENT OF FRANCHISE.

10          No transfer, assignment or lease, or attempted transfer,  
11 assignment or lease, of this franchise, or of any right, privilege  
12 or interest therein, to any person, firm, or corporation, shall  
13 have any force, effect or validity unless and until:

14          (A)   The Grantee shall have duly executed a good and suffi-  
15 cient instrument making such transfer, assignment, or lease, and a  
16 certified copy thereof shall have been filed in the office of the  
17 City Clerk.

18          (B)   An ordinance of the City consenting to such transfer,  
19 assignment or lease shall have been duly adopted and become  
20 effective; however, such consent shall not be unreasonably  
21 withheld if the transferee, assignee, or lessee, shall be a  
22 responsible Corporation authorized to do business in the State of  
23 California.

24          (C)   The transferee, assignee, or lessee, shall duly execute  
25 and file in the office of the City Clerk a good and sufficient  
26 instrument accepting such transfer, assignment or lease, assuming  
27 all the obligations of the Grantee under this franchise.

28          The terms of the foregoing subparagraphs (A), (B) and (C) of

1 this section shall not apply to any mortgage or deed of trust made  
2 by the Grantee or made by any person, firm, or corporation under a  
3 transfer, assignment or lease made in full accordance with the  
4 provisions of this section, in good faith to secure an issue or  
5 issues of bonds, but the terms of said subparagraphs (A) and (C)  
6 shall apply and the terms of said subparagraph (B) shall not apply  
7 to any buyer at a sale under any mortgage or deed of trust  
8 hereafter executed, and provided, further, that said subparagraph  
9 (B) shall not apply to a transfer, assignment or lease of this  
10 franchise, or of any right, privilege or interest therein, to a  
11 corporation acquiring all or a portion of the assets of the  
12 Grantee through consolidation, merger, or reorganization, or to a  
13 subsidiary of Grantee, or to any person, firm, or corporation  
14 having a net worth of more than five million dollars.

15 SECTION 19: REIMBURSEMENT FOR CITY EXPENSES.

16 The Grantee shall pay to the City a sum of money sufficient  
17 to reimburse it for all inspection by City personnel and for  
18 publication expenses incurred by it in connection with the grant-  
19 ing of this franchise. Such payment shall be made within thirty  
20 (30) days after the City shall furnish Grantee with a written  
21 statement of such expense.

22 SECTION 20: FRANCHISE NOT EXCLUSIVE.

23 The granting of a franchise on any of the terms or conditions  
24 contained herein shall not be construed to prevent the City from  
25 granting any identical or similar franchise to any other person  
26 other than the Grantee.

27 SECTION 21: STRICT CONSTRUCTION OF FRANCHISE.

28 This franchise is granted upon each and every condition

1 herein contained and shall ever be strictly construed against the  
2 Grantee. Nothing shall pass thereby unless it be granted in  
3 plain and unambiguous terms. Each of said conditions is a  
4 material and essential condition to the granting of this fran-  
5 chise. Upon neglect, failure or refusal to comply with any of  
6 the terms and conditions of any ordinance now in force or  
7 hereafter passed and adopted by the City in the exercise of its  
8 police power, during the term hereof, by Grantee and the failure  
9 to begin to remedy the same within twenty (20) days after written  
10 notice from said City to do so, and thereafter diligently and in  
11 good faith to prosecute the remedying of such default, the City  
12 Council may thereupon effect a forfeiture of this franchise, and  
13 said City, by its City Council, in addition to all rights and  
14 remedies allowed by law, may thereupon terminate the right,  
15 privilege and franchise granted in and by this ordinance, and all  
16 rights and privileges of the Grantee pursuant to the provisions of  
17 this franchise shall thereupon be at an end. Said Grantee shall  
18 thereupon and immediately surrender all rights and privileges in  
19 and to said franchise, and the City upon order of its City Council  
20 may also thereupon immediately remove or cause the immediate  
21 removal from said streets of the City of all of the property of  
22 the Grantee.

23 No provision hereinabove made for the purpose of securing the  
24 enforcement of the terms and conditions of this franchise shall be  
25 deemed an exclusive remedy or to afford the exclusive procedure  
26 for the enforcement of said terms and conditions, but the remedies  
27 and procedures herein outlined or provided, including forfeiture,  
28 shall be deemed to be cumulative.

1           SECTION 22:        WRITTEN ACCEPTANCE BY GRANTEE.

2           The Grantee shall, within ten (10) days after the effective  
3 date of this ordinance, file with the City Clerk of the City of  
4 Huntington Park, a written acceptance of the franchise hereby  
5 granted, and an agreement to comply with the terms and conditions  
6 thereof, and no rights are hereby conferred until the filing of  
7 such acceptance and agreement, together with a written approval of  
8 same, both as to form and content endorsed thereon by the City  
9 Attorney of said City.

10           SECTION 23:        NOTICES.

11           (A) Any written notice herein required or permitted to be  
12 given by the City, or any of its officers or agents, to the  
13 Grantee, shall be deemed to have been fully served if delivered in  
14 person to any officer of the Grantee or its local agent or  
15 manager, or if sent by registered mail or certified mail, return  
16 receipt, to the postal address of the Grantee, and mailed notice  
17 shall be deemed complete three (3) days after the date of deposit  
18 in the U.S. Mail.

19           (B) Any written notice hereby required or permitted to be  
20 given by Grantee to the City, or any of its officers or agents,  
21 shall be deemed to have been duly served if delivered in person to  
22 the individual for whom it is intended, or to the City Clerk of  
23 the City, or if sent by registered mail or certified mail, return  
24 receipt, to the postal address of said City Clerk of said City,  
25 and mailed notice shall be deemed complete three (3) days after  
26 the date of deposit in the U.S. Mail.

27           SECTION 24:        RIGHTS AND DUTIES OF CITY OFFICERS AND BOARDS.

28           Whenever in this ordinance any right or duty is imposed upon

1 the City Council of the City or any officer thereof, such right or  
2 power shall inure to and be exercised by, and such duty shall be  
3 imposed upon such body, board or officer of the City as may by law  
4 hereafter succeed to their respective rights, powers and duties.

5 SECTION 25: RIGHTS OF CITY RE TAXES AND FEES.

6 The City hereby reserves any right which it now has or may  
7 acquire during the term of this franchise under authority of any  
8 grant of power through the laws of the State of California or of  
9 the United States, to impose upon the Grantee, any license privi-  
10 lege, regulatory, business or occupation taxes or fees, or taxes  
11 upon real estate or other property owned by Grantee within said  
12 City, and nothing contained in this ordinance shall ever be  
13 construed as a limitation upon such right or rights.

14 SECTION 26: FRANCHISE BINDING UPON SUCCESSORS.

15 Each and every term and condition of this franchise shall  
16 bind and be binding upon the successors and assigns of the Grantee  
17 hereof.

18 SECTION 27: PERFORMANCE BOND.

19 The Grantee, upon acceptance of this franchise, agrees to  
20 execute and deliver to the City a bond of a corporate surety  
21 approved by said City, entitled to do business in the State of  
22 California, in the penal sum of \$10,000.00, which runs in favor of  
23 and to the said City of Huntington Park, a municipal corporation  
24 of the State of California, and is conditioned that the said  
25 Grantee, shall well and truly observe, fulfill, and perform each,  
26 every, and all of the terms and conditions of this franchise, and  
27 which bond the Grantee agrees to keep in full force and effect  
28 during the term of said franchise.

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SECTION 28: MAINTENANCE OF EXISTING FACILITIES.

From and after the effective date hereof, all conduits, mains, pipelines, and their valves, fittings, manholes, appurtenances and equipment heretofore installed, and which are being maintained on the effective date of this ordinance, shall be maintained, operated, repaired, abandoned, or removed, as the case may be, in accordance with and subject to the terms, provisions and conditions of this ordinance.

SECTION 29: CERTIFICATION BY CITY CLERK.

The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published once in the Huntington Park Daily Signal, a newspaper of general circulation, printed and published in the County of Los Angeles and circulated in the City of Huntington Park, such publication to be completed not later than fifteen (15) days after the passage hereof.

PASSED, APPROVED AND ADOPTED this 3rd day of January, 1984.

  
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Mayor of the City of Huntington Park

ATTEST:  
  
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City Clerk

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STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES        )

I, MARILYN A. BOYETTE, City Clerk of the City of Huntington Park, do hereby certify that the foregoing ordinance, being Ordinance No. 353 - NS, was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 3rd day of January, 1984, and that the same was passed and adopted by the following vote, to wit:

- AYES:           Councilmen- Roberts, Hennes, Cunningham, Jackson, Parks
- NOES:           Councilmen- None
- ABSENT:        Councilmen- None

  
 \_\_\_\_\_  
 City Clerk



1 f) The word "Franchise" means and includes any authorization granted by this ordinance  
2 in terms of a Franchise, privilege, permit, license or otherwise to lay and use a system of  
3 pipelines and appurtenances for conducting, transporting, conveying, and carrying gas, oil,  
4 petroleum products and water for any and all purposes in, along, across, upon, over, and  
5 under streets within the City. Any authorization, in whatever terms granted, means and  
6 includes any license or permit required for the privilege of transacting and carrying on the  
7 Grantee's pipeline business within the City.

8 **Section 2: NATURE OF FRANCHISE:**

9 The existing Franchise privilege and right, granted by the City to ExxonMobil Oil  
10 Corporation pursuant to Ordinance No. 353-NS as amended by Ordinance 535-NS,  
11 716-NS and 927-NS, is hereby transferred to Torrance Pipeline Company LLC, a  
12 Delaware limited liability company and its successors and assigns, for a term  
13 commencing from and after the date of the adoption of this Ordinance, and ending  
14 on December 18, 2023, to continue to maintain a certain twelve (12") inch pipeline  
15 and no others, and to operate, maintain, use, repair, replace, and/or remove said  
16 pipeline, together with all valves, fittings, manholes, service connections,  
17 appurtenances, and the equipment as the Grantee, its successors and assigns, may  
18 deem necessary or convenient, in, under and along the easterly forty (40') feet of  
19 Santa Fe Avenue, within the City limits, together with the right to carry, transport,  
20 convey and conduct oil, petroleum, gas, gasoline, water and other substances in  
21 and through said facilities.

22 The pipelines and appurtenances will be operated, maintained, replaced or repaired  
23 in conformity with all ordinances, rules or regulations in effect at the time of granting  
24 of this Franchise, or as prescribed by the City Council and in accordance with the  
25 terms and conditions of any permit issued by the Community Development Director  
26 or designee.  
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1 **Section 3: LOCATION OF PIPELINES AND APPURTENANCES:**

2 So far as is practicable, any pipelines and appurtenances laid pursuant to this  
3 Franchise will be located along the edge or shoulder of the streets or in the parking  
4 areas adjacent to the streets so as not to unreasonably disturb the flow of traffic and  
5 where possible will be laid in the unpaved portion of the street.

6 All pipelines and appurtenances will be located in conformity with the orders of the  
7 Community Development Director of the City of Huntington Park (the "Community  
8 Development Director").

9  
10 **Section 4: RIGHT TO CONSTRUCT AND MAINTAIN PIPELINES AND**  
11 **APPURTENANCES:**

12 The Grantee will have the right to construct and maintain pipelines and  
13 appurtenances as may be necessary or convenient for the proper maintenance and  
14 operation of the pipelines and appurtenances under the Franchise. The Grantee  
15 has the right, subject to such City ordinances, rules, or regulations as are now or  
16 may hereafter be in force, to make all necessary excavations in the streets, for the  
17 construction, testing, and repair of new or existing pipelines and appurtenances.

18 **Section 5: TERM:**

19 This Franchise is hereby granted to Grantee for a term commencing from and after  
20 the date of the adoption of this Ordinance, and ending on December 18, 2023,  
21 subject to all of the limitations and restrictions herein contained. Grantee shall have  
22 the option to request an extension of this Franchise for two additional 5 year terms  
23 (the "Subsequent Terms"). Grantee may exercise its rights to request the  
24 extensions of the Franchise by requesting the extensions in writing, pursuant to the  
25 notification requirements as outlined in Section 20, no later than ninety days prior to  
26 the expiration of the then current term. City may, in its sole discretion, grant the  
27 requested extensions.  
28

**Section 6: COMPENSATION:**

1 As consideration for the Franchise herewith granted, the Grantee shall pay to the  
2 City the following fees:

3 A. The Grantee shall pay to the City a base annual fee of \$8,906.75 which  
4 is based on a rate of \$1.549 per linear foot of 12-inch internal diameter pipeline  
5 (there are 5,750 linear feet of 12-inch pipeline in City's streets, pursuant to this  
6 Ordinance). Payment is due annually in arrears with first payment due March 2017  
7 and annually thereafter following the enactment of this Ordinance.

8 B. The compensation provided for in section 6A shall be subject to an  
9 increase after the first year of the anniversary date of the Franchise and each  
10 subsequent year thereafter during the term of this Franchise. The amount of  
11 increase shall be computed pursuant to the Producer Price Index for all  
12 commodities in the following manner:

13 Effective upon approval of this Ordinance, the base CPI for computing the  
14 adjustment is the Consumer Price Index, all Urban Consumers for the Los Angeles-  
15 Anaheim-Riverside Area (1982-84 = 100) (hereinafter referred to as the "Index"), for  
16 the period of September 1993, with said index having a value set at 150.2  
17 (hereinafter referred to as the "Beginning Index"). If the Index published in  
18 September for each year proceeding Payment due date (hereinafter referred to as  
19 the "Extension Index") has increased over the Beginning Index, the Franchise fee for  
20 the following year (until the next adjustment) shall be set by multiplying the  
21 Franchise fee set forth in Section 6A by a fraction, the numerator of which is the  
22 Extension Index and the denominator of which is the Beginning Index. In no case  
23 shall this increased compensation be less than the Franchise fee set forth in Section  
24 6A. If the Index is discontinued or revised during the term, such other mutually  
25 agreeable governmental index or computation with which it is replaced shall be used  
26 in order to obtain substantially the same results that would be obtained if the index  
27 had not been discontinued or revised.

28 For pipelines with an internal diameter not listed above, the fees shall be computed  
at an annual rate of one dollar and sixty-eight cents per cubic foot.

#### Removal or Abandonment

1) Notwithstanding the provisions of Sections A and B of Section 6 the  
Grantee shall be liable to pay the City the annual fee for the period to and including  
the date of either actual removal of the facilities, or the effective date of the properly-  
approved abandonment "in place" authorized by the City, and until the Grantee shall  
have fully complied with all the provisions of law or ordinances relative to such  
abandonments.

2) In the event of partial abandonment of facilities with the approval of the  
City as elsewhere in the ordinance provided, or in the event of partial removal of

1 such facilities by the Grantee, the payments otherwise due the City for occupancy of  
2 the streets by such facilities shall be prorated beginning with the first day of the next  
3 succeeding Franchise year, and for each Franchise year thereafter, at the adjusted  
4 base rate due on each anniversary of the Effective Date for each linear foot of  
5 pipeline abandoned or removed; provided however, that the said base rate shall be  
6 modified to reflect the Index adjustment (per Paragraph B of this Article 6)  
7 applicable to such abandoned or removed pipeline at the beginning of the next  
8 succeeding Franchise year following abandonment or removal.

9 **A. Place of Payment**

10 All payments shall be paid to the office of the Director of Finance of the City of  
11 Huntington Park at 6550 Miles Avenue #116, Huntington Park, Ca 90255, or such  
12 place as the City shall from time to time designate in writing.

13 **Section 7: MAPS AND CAPITAL IMPROVEMENT PLAN:**

14 Within ninety (90) days following the date in which any pipelines and appurtenances  
15 or additional pipelines and appurtenances have been laid or constructed under this  
16 Franchise, the Grantee will file a map or maps in such forms as may be required by  
17 the Community Development Director showing the accurate location and size of all  
18 its pipelines and appurtenances then in place, and will, upon installation of any  
19 additional pipelines and appurtenances, or upon removal, change, or abandonment  
20 of all or any portion of the pipelines and appurtenances, file a revised map or maps  
21 showing the location and size of all such additional, removed, or abandoned  
22 pipelines and appurtenances as of that day.

23 Every three years (3) from the date of adoption of this Franchise, the Grantee will  
24 submit a projected three-year capital improvement plan for its facilities subject to this  
25 ordinance. Scheduling for repair, replacement or modifications will be described by  
26 year and location in order to provide information to the City for coordination with its  
27 public works capital improvement program. Projects not on such a schedule may be  
28 denied a permit unless the work is an emergency or the need was unforeseen.  
Justification may be required from the Franchisee as to why it is an emergency or  
why it was unforeseen at the time of the capital improvement plan.

1  
2 **Section 8: CONSTRUCTION OF PIPELINES AND APPURTENANCES:**

3 **A. Terms of Construction.**

4 The pipelines and appurtenances operated, replaced, repaired, constructed or  
5 maintained in any manner pursuant to section 4 of this ordinance will be constructed  
6 and maintained in a good, workmanlike manner and in conformity with all applicable  
7 ordinances, rules or regulations now or subsequently adopted or prescribed by the  
8 City Council. All pipelines laid under this Franchise will meet State Fire Marshal  
9 standards.

10 Except in an emergency, the Grantee may not excavate in a City street right-of-way  
11 without having first applied for and obtained a Construction - Excavation Permit from  
12 the Community Development Director. Such application may include a traffic control  
13 plan and other information as required by the Community Development Director.  
14 The Grantee will pay reasonable fees (including inspection) required by such permit.

15 **B. Restoration of Streets.** The work of constructing, maintaining or repairing all  
16 pipelines and appurtenances will be conducted with the least practicable hindrance  
17 to the use of the streets for purposes of travel, and as soon as such work is  
18 completed, all portions of the street that have been excavated or otherwise  
19 damaged will be placed in as good condition as they were before the  
20 commencement of such work, to the satisfaction of the Community Development  
21 Director. Unless necessitated by a project not conducted by City or Grantee, all  
22 street repair work that Grantee performs pursuant to this Franchise will be made by  
23 the Grantee at the sole cost and expense of the Grantee in accordance with the  
24 ordinances of the City and the conditions of the Construction – Excavation Permit  
25 issued by the Community Development Director. If the pipelines and appurtenances  
26 are laid across or along the paved portion of a street, the repair of the street, after  
27 the pipelines and appurtenances have been laid, will be made by the Grantee at the  
28 sole cost and expense of the Grantee. If the Grantee fails or neglects to make the  
repairs, then thirty (30) days after notice is given to the Grantee by the City, the City  
may repair the street at the expense of the Grantee, and upon presentation of a bill  
for the expense, the Grantee will pay the bill at once. The amount chargeable to the  
Grantee will be the actual reasonable cost of the repair.

1 **C. Conformance Requirements.** The pipelines and appurtenances will be  
2 operated, maintained, replaced or repaired in compliance with all applicable laws,  
3 ordinances, resolutions, regulations, policies, rules and orders in force at the time  
4 the Franchise becomes effective or as may be amended or added from time to time  
5 during the term of this Franchise.

6 **D. Certified Test Results:** For those pipelines and appurtenances subject to the  
7 provisions of the Pipeline Safety Act of 1981 (Government Code §51010, et seq.)  
8 the testing will be performed in accordance with State Fire Marshal requirements,  
9 and certified test results will be requested by the City from the Fire Marshal. In the  
10 event the State Fire Marshal fails to provide certified test results to the City, Grantee  
11 will provide the test results to the City upon request.

12 1) Conformance Requirements: The pipelines and appurtenances will be  
13 operated, maintained, replaced or repaired in accordance with the latest applicable  
14 revision of the “American National Standard Code for Pressure Piping ANSI/ASME  
15 B31.4-1979;” the American Petroleum Institute Standard 1104; the Code of Federal  
16 Regulations, Part 195, Title 49 U.S.C. or other applicable standards and codes,  
17 whichever is the most stringent. The pipelines and appurtenances will further be  
18 operated, maintained, replaced or repaired in accordance with all applicable Federal  
19 and/or State standards for the construction of intrastate pipelines as set forth in  
20 Federal laws, rules and regulations. Whenever there is a conflict in Federal or State  
21 standards, the more stringent standard will prevail.

22 **Section 9: EMERGENCY EQUIPMENT AND CREWS:**

23 At all times during the term of this Franchise, the Grantee will maintain on a  
24 twenty-four hour a day basis adequate equipment and a properly trained crew, or  
25 qualified contractors, with the ability to quickly shut off the pressure and the flow of  
26 contents of the pipelines and appurtenances in the event of an emergency resulting  
27 from an earthquake, act of war, civil disturbance, flood, computer malfunction or  
28 other cause.

**Section 10: BREAKS OR LEAKS:**

1 If any portion of any street is damaged by reason of breaks or leaks in any pipe or  
2 appurtenance constructed under this Franchise, the Grantee will, at its sole cost and  
3 expense, following written or oral notification, repair any such damage and put the  
4 street in as good condition as it was in before the break or leak, to the satisfaction of  
5 the Community Development Director.

6 **Section 11: REARRANGEMENT OF PIPELINES AND APPURTENANCES:**

7  
8 **A. Expense of Grantee.**

9 1) If any of the Grantee's pipelines and appurtenances endanger the public  
10 safety in the use of the public streets or interfere with or obstruct the use of any  
11 street by the public or for the public purposes, the City will have the right to require  
12 the Grantee, at the Grantee's sole cost and expense, to move, alter or relocate the  
13 pipelines and appurtenances (the "rearrangement") to avoid such danger,  
14 interference or obstruction, in conformity with the written notice of the Community  
15 Development Director.

16 2) Whenever, during the existence of this Franchise, the City changes the  
17 grade, width or location of any street or improves any street in any manner,  
18 including the laying of any city sewer, storm drain, conduits, gas, water or other  
19 pipelines, or constructs any pedestrian tunnels, or other work of the City, (the right to  
20 do all of which is specifically reserved to the City without any admission on its part  
21 that it would not otherwise have such rights) and such work will, in the opinion of the  
22 Community Development Director, render necessary any change in the position or  
23 location of any pipelines and appurtenances of the Grantee in the street, while such  
24 work is being done or performed, the Grantee will, at its sole cost and expense, do  
25 any and all things reasonable to effect such change in position, in conformity with  
26 the written notice of the Community Development Director if the work is for city  
27 purposes and not for the primary benefit of a non-City entity; provided, however, that  
28 the City will not require the Grantee to remove its pipelines and its appurtenances  
entirely from the street.

3) In case the Grantee fails to commence work in compliance with written  
notice provided in subsection B(3), within one hundred and twenty (120) days after  
service of the notice upon Grantee (unless Grantee is unable to comply with such

1 notice by reason of strikes, riots, acts of God, or acts of public enemies, or any other  
2 uncontrollable reason), the Community Development Director may cause the work  
3 required in the notice to be performed by the City or, at the election of the City, by a  
4 private contractor qualified to perform work on petroleum pipelines and their  
5 appurtenances. The Grantee agrees to pay the reasonable costs within sixty (60)  
6 days after delivery of an itemized bill. The cost of doing the work will be considered  
7 the actual cost. If the Grantee is dissatisfied with any determination of the  
8 Community Development Director permitted by this section, it may petition the City  
9 Manager to review the Community Development Director's decision within ten (10)  
10 days after the Community Development Director's decision. During the pendency of  
such petition, the work required to be done will be suspended.

11 **B. City Utility Systems; Rearrangement at Expense of Others:**

12 1) The City will have the right to require the Grantee to rearrange any part  
13 of the Grantee's pipelines and appurtenances for the accommodation of the City  
14 when such rearrangement is done for the accommodation of any water, electric, gas  
15 or other utility system now or hereafter owned or operated by the City. Except as  
16 otherwise provided in subsection B(2) of this section 11, such rearrangement will be  
at the Grantee's sole cost and expense.

17 2) When such rearrangement is done for the accommodation of any  
18 person, firm or corporation other than one of the utility systems owned or operated  
19 by the City, the cost of such rearrangement will be borne by the accommodated  
20 party. The accommodated party, in advance of any rearrangement, will deposit with  
21 the Grantee or the City Clerk cash or a corporate surety bond in an amount based  
22 upon an itemized statement of costs for such rearrangement, as prepared by  
23 Grantee, and the accommodated party will execute an instrument agreeing to  
24 indemnify and hold harmless the Grantee from any and all damages or claims  
caused by the rearrangement.

25 3) The rearrangement referred to in subsection (1) of this subsection B of  
26 this section 11 will be accomplished in conformity with the written notice of the  
27 Community Development Director. Should Grantee fail to commence work in  
28 compliance with the written notice within one hundred and twenty (120) days after  
service of the notice upon the Grantee (unless the Grantee is unable to comply with  
the notice by reason of strikes, riots, acts of God, or acts of public enemies or any

1 other uncontrollable reason), the Community Development Director may cause the  
2 work required in the notice to be done to be performed by the City or, at the election  
3 of the City, by private contractor qualified to perform work on petroleum pipelines  
4 and their appurtenances. The Grantee agrees to pay to the City within sixty (60)  
5 days after delivery of an itemized bill covering the reasonable cost of performing the  
6 work. The cost of doing the work will be considered the actual cost. If the Grantee is  
7 dissatisfied with any determination of the Community Development Director  
8 permitted by this section, it may petition the City Manager to review the decision  
9 within ten days after the determination.

9 **C. Rearrangements of the Pipelines and Appurtenances of Others:**

10 Nothing in this Franchise will be construed to require the City, or any person,  
11 firm or corporation now or hereafter owning a public utility system of any type or  
12 nature, to move, alter or relocate any part of its system upon the streets for the  
13 convenience, accommodation or necessity of the Grantee.

13 **D. Notice:**

14 Grantee will be given not less than one hundred twenty (120) days written  
15 notice of any rearrangement of pipelines and appurtenances, which Grantee is  
16 required to make under this Franchise. The notice will specify in reasonable detail  
17 the work to be done by the Grantee and will specify the time that the work is to be  
18 accomplished. In the event that the City changes the provisions of any such notice  
19 given to Grantee, then Grantee will be given an additional period not less than thirty  
20 (30) business days to accomplish the work.

21 **Section 12: REMOVAL OR ABANDONMENT OF PIPELINES AND**

22 **APPURTENANCES:**

23 At the time of expiration, non-renewal, revocation, or termination of this Franchise or  
24 of the permanent discontinuance of the use of its pipelines and appurtenances, the  
25 Grantee will, within sixty (60) business days thereafter, make a written application to  
26 the Community Development Director for authority to engage in one of the following:  
27 (1) abandon all, or a portion, of such pipelines and appurtenances in place; (2)  
28 remove all, or a portion, of such pipelines and appurtenances; or (3) to transfer  
ownership of the pipelines and appurtenances to the City to use as a conduit. Such  
application will describe the pipelines and appurtenances desired to be abandoned

1 by reference to the map or maps required by section 7 of this ordinance and will also  
2 describe with reasonable accuracy the relative physical condition of the pipelines  
3 and appurtenances.

4 Thereupon, the Community Development Director will determine whether any  
5 abandonment, removal or transfer that is proposed may be effected without  
6 detriment to the public interest or under what conditions the proposed  
7 abandonment, removal or transfer may be safely effected and will then notify the  
8 Grantee of any such requirements and Grantee shall either remove all, or a portion  
9 of such pipelines and appurtenances, abandon in place all, or a portion, of such  
10 pipelines and appurtenances, or transfer ownership of the pipelines and  
11 appurtenances to the City to use as a conduit.

12 If, for any reason, Grantee suspends operations of any of the pipelines contained in  
13 this Franchise for a period in excess of ninety (90) days, Grantee will notify the  
14 Community Development Director. During this period of suspended operations, the  
15 Grantee will maintain its pipelines pursuant to State Fire Marshal standards. This  
16 will continue until such a time as the pipeline is returned to service, abandoned or no  
17 longer an asset of Grantee's. This section shall apply only to those pipelines  
18 suspended from service subsequent to the enactment of the California Pipeline  
19 Safety Act of 1981.

20 If any pipelines and appurtenances to be abandoned in place subject to prescribed  
21 conditions are not abandoned in accordance with all such conditions, then the  
22 Community Development Director may make additional appropriate orders,  
23 including, if he deems desirable, an order that the Grantee remove all such pipelines  
24 and appurtenances in accordance with applicable requirements at Grantee's sole  
25 cost expense. In the event the Grantee fails to remove any pipelines and  
26 appurtenances which it is obligated to remove in accordance with such applicable  
27 requirements as may be prescribed by the Community Development Director, then  
28 the City may remove such pipelines and appurtenances at the Grantee's sole cost  
and expense and the Grantee will pay to the City the actual reasonable cost of  
removal.

1  
2 Should any pipelines and appurtenances under this Franchise be abandoned in  
3 accordance with directives of the State Fire Marshal and without City approval,  
4 whether or not payments have terminated, and the pipelines and appurtenances  
5 interfere at a future time with any public works project, Grantee will, upon request of  
6 the Community Development Director, remove the pipelines and appurtenances at  
7 Grantee's sole cost and expense. This section 12 will survive the termination or  
8 expiration of this ordinance.

9 **Section 13: COMPLETION OF WORK:**

10 Whenever the Grantee fails to complete any work required of the Grantee by the  
11 terms of this Franchise within the time limits required under this Franchise, the City  
12 may cause the work to be completed by the City or, at the election of the City, by a  
13 qualified private contractor. The Grantee agrees to pay to the City within sixty (60)  
14 days after delivery of an itemized bill covering the reasonable cost of performing the  
15 work. The cost of doing the work will be considered the actual cost. If the Grantee is  
16 dissatisfied with the determination of the amount, it may petition the City Manager to  
17 review the amount within ten days after such determination.

18 **Section 14: INSURANCE:**

19 **A.** Grantee must maintain at its sole cost and expense the following insurance,  
20 subject to self-insurance provisions:

21 1) Automobile Liability, including owned, non-owned and hired vehicles,  
22 with at least the following limits of liability:

23 a) Primary Bodily Injury with limits of at least \$250,000 per person,  
24 \$500,000 per occurrence; and

25 b) Primary Property Damage of at least \$100,000 per occurrence, or  
26 combined single limits of at least \$1,000,000.

27 2) General Liability including coverage for premises, products and  
28 completed operations, personal injury and contractual obligations with combined  
single limits of coverage of at least \$5,000,000 per occurrence. Grantee will ensure  
that all independent contractors/vendors provide a like or greater amount of  
insurance as required herein.

1           3) Pollution Liability including coverage for bodily injury or property damage  
2 arising out of the sudden and accidental discharge, release or escape of smoke,  
3 vapors, soot, fumes, acids, alkalis, toxic chemicals or gases, waste materials or  
4 other irritants, contaminants or pollutants into or upon land, the atmosphere, or any  
5 watercourse or bodies of water with combined single limits of coverage of at least  
6 \$5,000,000.

7           4) Workers' Compensation with limits as required by the State of California  
8 and Employers Liability with limits of at least \$500,000.

9 **B.** City, the City Council, and each member thereof, members of boards and  
10 commissions, every officer, agent, official, employee and volunteer must be named  
11 as additional insured under the general liability policy.

12 **C.** Except as permitted in subsection "F" of this section 15, Grantee must provide  
13 certificates of insurance and/or endorsements to the City Clerk of the City of  
14 Huntington Park at the request of the City Clerk.

15 **D.** Each insurance policy required by this section must contain a provision that no  
16 termination, cancellation or change of coverage can be made without thirty days'  
17 notice to City.

18 **E.** Insurance required by this Franchise will be satisfactory only if issued by  
19 companies admitted to do business in California, rated "B+" or better in the most  
20 recent edition of Best's Key Rating Guide, and only if they are of a financial category  
21 Class VII or better, unless these requirements are waived by the Risk Manager of  
22 City ("Risk Manager") due to unique circumstances. In the event the Risk Manager  
23 determines that an increased or decreased risk of loss is posed to City, Grantee  
24 agrees that the minimum limits of any insurance policies or performance bonds  
25 required by this Agreement may be changed accordingly upon receipt of written  
26 notice from the Risk Manager; provided that Grantee will have the right to appeal a  
27 determination of increased coverage by the Risk Manager to the City Council of City  
28 within 10 days of receipt of notice from the Risk Manager.

**F.** Grantee will have the option to self-insure such risks and insurance obligations,  
for which Grantee will, at the request of the City, provide its standard letter of self-  
insurance, in a form acceptable to City, for risks and insurance obligations agreed to  
under this Franchise.

1 **Section 15: INDEMNIFICATION BY GRANTEE:**

2 Grantee will indemnify, defend, and hold harmless City, the City Council, each  
3 member thereof, present and future, its officers, agents and employees from and  
4 against any and all liability, expenses, including defense costs and legal fees, and  
5 claims for damages whatsoever, including, but not limited to, those arising from  
6 breach of contract, bodily injury, death, personal injury, property damage, loss of  
7 use, or property loss arising out of Grantee's exercise of its rights under this  
8 Franchise. The obligation to indemnify, defend and hold harmless includes, but is  
9 not limited to, any liability or expense, including defense costs and legal fees, arising  
10 out of Grantee's, its officers, employees, agents, subcontractors or vendors exercise  
11 of its rights under this Franchise. It is further agreed, Grantee's obligations to  
12 indemnify, defend and hold harmless will apply except to the extent of concurrent  
13 negligence or willful misconduct, on the part of City, the City Council, each member  
14 thereof, present and future, or its officers, agents, employees, contractors,  
15 subcontractors or vendors.

16 **Section 16: ASSIGNMENT:**

17 No transfer, assignment or lease, or attempted transfer, assignment or lease, of this  
18 Franchise, or of any right, privilege or interest therein, to any person, firm, or  
19 corporation, shall have any force, effect or validity unless and until the following is  
20 satisfied:

21 a) The Grantee shall have duly executed a good and sufficient instrument  
22 making such transfer, assignment, or lease, and a certified copy thereof shall have  
23 been filed in the office of the City Clerk.

24 b) An ordinance of the City consenting to such transfer, assignment or  
25 lease shall have been duly adopted and become effective; however, such consent  
26 shall not be unreasonably withheld if the transferee, assignee or lessee, shall be a  
27 responsible Corporation in good standing authorized to do business in the State of  
28 California.

c) The transferee, assignee, or lessee, shall duly execute and file in the  
office of the City Clerk a good and sufficient instrument accepting such transfer,  
assignment or lease, assuming all the obligations of the Grantee under this  
Franchise.

1           d) The new transferee, assignee, or lessee will pay to the City a sum of  
2 money sufficient to reimburse it for all expenses incurred by it in connection with the  
3 approval of the sale, transfer, assignment, or lease of this Franchise; said payment  
4 to be made within thirty (30) days after the City will have furnished said Grantee with  
5 a written statement of such expenses.

6           **Section 17: DEFAULT:**

7           **A. Noncurable Default.**

8           In the event that the Grantee defaults in the performance of any of the terms,  
9 covenants or conditions contained in this Franchise and the default is not curable,  
10 the City may declare this Franchise forfeited. Upon giving written notice of the  
11 forfeiture to the Grantee, this Franchise will be void and the rights of the Grantee  
12 under this Franchise will cease and terminate and the Grantee will execute an  
13 instrument of surrender and deliver the surrender to the City.

14           **B. Curable Default.**

15           In the event that the Grantee defaults in the performance of any of the terms,  
16 covenants and conditions contained in this Franchise and the default is curable, the  
17 City will give written notice to the Grantee of the default. In the event that the  
18 Grantee does not commence the work necessary to cure the default within one  
19 hundred and twenty (120) days after notice is sent or fails to prosecute the work  
20 diligently to completion, the City may declare this Franchise forfeited. Upon giving  
21 written notice of the forfeiture to the Grantee, this Franchise will be void and the  
22 rights of the Grantee under this Franchise will cease and terminate and Grantee will  
23 execute an instrument of surrender and deliver the surrender to the City.

24           **C. Cumulative Remedies.**

25           No provision herein made for the purpose of securing the enforcement of the terms  
26 and conditions of this Franchise shall be deemed an exclusive remedy, or to afford  
27 the exclusive procedure, for the enforcement of said terms and conditions, but the  
28 remedy and procedure herein provided in this Franchise, in addition to those  
provided by law, shall be deemed to be cumulative.

1 **Section 18: SUPERSEDURE:**

2 This Franchise will be in lieu of any like Franchise, if any has been previously  
3 granted by the City to the Grantee for same pipeline and appurtenances and any  
4 such other Franchise, if any, will be deemed to be and will be repealed as of the  
5 date upon which the grant of this Franchise is effective, and the rights, liabilities and  
6 obligations of the Grantee under such other Franchise will thereupon cease and  
7 terminate. Should the foregoing be applicable to the grant of this Franchise, the  
8 Grantee will pay to the City any and all amounts accrued up to the effective date of  
9 this Franchise under such other Franchise so repealed as shown by statement of  
10 such amounts in the form required by such other Franchise filed not later than ninety  
11 days after this ordinance becomes effective. Payment of such amounts will be made  
12 with the filing of such statement.

12 **Section 19: SCOPE OF RESERVATION:**

13 Nothing contained in this Franchise will ever be construed so as to exempt the  
14 Grantee from compliance with all applicable ordinances of the City now in effect or  
15 which may be subsequently adopted which are not inconsistent with the terms of  
16 this Franchise. The enumeration in this Franchise of specific rights reserved will not  
17 be construed as exclusive, or as limiting the general reservations in the Franchise  
18 made or as limiting such rights as the City may now or hereafter have in law.

19 Furthermore, the City (without admitting or recognizing in any way that it is not  
20 already vested with the powers hereinafter reserved) hereby expressly reserves the  
21 right to grade, widen, relocated, sewer, pipe, macadamize, to lay, conduit, water,  
22 gas, or other pipe therein, or to alter, repair, or otherwise provide for the making of  
23 local improvements in the streets along which this Franchise is granted, and the City  
24 also hereby expressly reserves the right to enact and enforce all reasonable and  
25 proper ordinances in the exercise of its police power, or its power to make and  
26 provide for the making of local improvement by special assessment, and nothing  
27 herein contained shall ever be construed or taken to exempt or as a contract right  
28 exempting the Grantee from complying with such ordinances now in force or which  
may hereafter be adopted. The enumeration herein of specific rights reserved shall  
not be taken as exclusive or as limiting the general reservations here made.

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Any notice required to be given under the terms of this Franchise, the manner of service of which is not specifically provided for, may be served as follows:

Upon the City, by serving the City Clerk personally, or by sending written notice addressed to:

**City Clerk of the City of Huntington Park  
City Hall  
6550 Miles Avenue  
Huntington Park Ca, 90255**

and depositing such notice in the United States mail, postage prepaid. Upon the Grantee, by sending written notice to Grantee, addressed to:

**PBF Energy  
Attn: Right of Way Manager  
12851 E. 166<sup>th</sup> Street  
Cerritos, Ca 90703**

or such other address as may from time to time be furnished in writing by one party to the other and depositing the notice in the United States mail, postage prepaid. When the service of any such notice is made by mail, the time of such notice will begin with and run from the date of the deposit of the notice in the United States mail.

**Section 21: SUCCESSORS:**

The terms and conditions of this Franchise will inure to the benefit of or will bind, as the case may be, the successors and assigns of the parties to this Franchise, subject, however, to the provisions of section 16.

**Section 22: ACCEPTANCE OF FRANCHISE:**

This Franchise is granted and will be held and enjoyed only upon the terms and conditions contained within this Franchise, and the Grantee must, within thirty business days after the passage of the ordinance granting this Franchise, file with the City Clerk of the City of Huntington Park a written acceptance of the terms and conditions.

1 **Section 23: FRANCHISE TO BE STRICTLY CONSTRUED AGAINST GRANTEE:**

2 This Franchise is granted upon each and every condition contained within this  
3 Franchise and will be strictly construed against Grantee. Nothing will pass hereby  
4 unless it be granted in plain and unambiguous terms. Each of the conditions is a  
5 material and essential condition to the granting of this Franchise.

6 **Section 24: FORCE MAJEURE:**

7 The time within which Grantee is obligated under this Franchise to construct, erect,  
8 maintain, operate, repair, renew, change the size of and remove pipelines and  
9 appurtenances or other improvements will be extended for a period of time equal in  
10 duration to, and performance in the meantime will be excused on account of and for  
11 and during the period of, any delay caused by strikes, threats of strikes, lockouts,  
12 war, threats of war, insurrection, invasion, acts of God, calamities, violent action of  
13 the elements, fire, action or regulation of any governmental agency, law or  
14 ordinance, impossibility of obtaining materials, or other things beyond the  
15 reasonable control of Grantee.

16 **Section 25: DAMAGE TO PUBLIC PROPERTY:**

17 Any damage done directly or indirectly to any public property by Grantee, in  
18 exercising directly or indirectly any right, power, or privilege under this Franchise, or  
19 in performing any duty under or pursuant to the provisions of this Franchise, will be  
20 promptly repaired by Grantee at its sole cost and expense.

21 **Section 26: RECORDS AND PERIODIC REPORTS:**

22 At all reasonable times and after prior written notice, Grantee will permit the City, at  
23 the request of the Community Development Director, to examine all property of  
24 Grantee erected, constructed, laid, operated or maintained pursuant to this  
25 Franchise, together with any appurtenant property of Grantee, and to examine and  
26 transcribe any and all books, accounts, papers, maps, and other records kept or  
27 maintained by Grantee or under its control, with regard to safety issues associated  
28 with this Franchise, excepting however such books or records that are classified  
proprietary or confidential in nature.

1           Annually, during the life of this Franchise, and concurrently with provision of the  
2 annual payment pursuant to section 6, Grantee will file with the Community  
3 Development Director, for the immediately preceding Franchise period the length of  
4 lines in streets, the internal diameter of such lines, the rate per foot per year, and  
5 the total amount due to the City.

6           **Section 27: PRIOR FRANCHISES:**

7 All pipelines and appurtenances erected, constructed, laid, operated or maintained  
8 by Grantee in the streets, whether installed by Grantee or not, in the area described  
9 in and by virtue of the authority provided by the ordinance granting this Franchise,  
10 prior to the effective date of this ordinance, except those maintained under prior  
11 right other than Franchise, will become subject to all the terms and conditions of this  
12 ordinance upon its effective date. The parties intend by this provision to ensure that  
13 no lineal footage of pipeline which is constructed, erected, maintained, operated,  
14 repaired, renewed, changed in size, or removed by Grantee within the City of  
15 Huntington Park is inadvertently omitted from this Franchise unless otherwise  
16 covered by separate agreement with the City.

17           **Section 28: SEVERABILITY:**

18 If any section, subsection, sentence, clause, or phrase of this ordinance is for any  
19 reason held to be invalid or unconstitutional by the decision of any court of  
20 competent jurisdiction, the decision will not affect the validity of the remaining  
21 portions of the ordinance. The City Council declares that it would have passed this  
22 ordinance and each section, subsection, sentence, clause and phrase, irrespective  
23 of the fact that any one or more sections, subsections, sentences, clauses or  
24 phrases are declared invalid or unconstitutional.

25           **Section 29: EFFECTIVE DATE:**

26 This ordinance will take effect thirty (30) days after the date of its adoption. Within  
27 fifteen days following adoption, this ordinance or a summary of this ordinance, if  
28 authorized by the City Council, will be published at least once in the Daily Breeze, a  
newspaper of general circulation, published and circulated in the City of Huntington  
Park.

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**Section 30: ATTORNEY'S FEES:**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this ordinance (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this ordinance, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

INTRODUCED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ADOPTED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Graciela Ortiz, Mayor

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

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





# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report



November 1, 2016

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:

## **AUTHORIZATION TO ENTER INTO A MASTER SERVICES AGREEMENT WITH LAN WAN ENTERPRISES INC. FOR THE PROVISION OF INFORMATION TECHNOLOGY SUPPORT SERVICES**

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

1. Award the Master Services Agreement to LAN WAN Enterprises Inc. for the provision of support services related to the operations and maintenance of the City, including the Police Department (the "City") information technology (IT) infrastructure; and
2. Authorize the City Manager to negotiate and execute a proposed agreement with LAN WAN Enterprises Inc. in a total not-to-exceed amount of \$825,000 for a three-year period with equal, annual appropriations that align with the effective date of the agreement.

### **BACKGROUND: RFP SOLICITATION AND EVALUATION PROCESSES**

With the approval of the Second Amendment to the Professional Services Agreement with LAN WAN (the "Second Amendment") and which expiration was June 30, 2016, the City Council requested that staff carry out a solicitation for information technology (IT) support services. A third amendment to the Professional Services Agreement bridges the City through December 31, 2016 which will provide the time needed to negotiate and refine a master service agreement (MSA) and the statement of work ("SOW").

# AUTHORIZATION TO ENTER INTO A MASTER SERVICES AGREEMENT WITH LANWAN ENTERPRISES INC. FOR THE PROVISION OF INFORMATION TECHNOLOGY SUPPORT SERVICES

November 1, 2016

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Accordingly, Finance staff released a request for proposal (RFP) for IT support services on August 29, 2016. A list of potential vendors was compiled from a variety of sources including input from neighboring cities as well as other research. Electronic copies of the RFP were emailed to the firms indicated in the accompanying table, and the RFP was posted on the City's website. A total of five firms (All Covered, Apex, EK Associates, LANWAN, and SWIFTCHIP) submitted proposals on or prior to the September 27, 2016 deadline.

<b>Firm</b>	<b>Vendors List</b>	<b>Submitted Proposal</b>
3Di Systems	X	
Advanced Networks	X	
All Covered	X	X
Apex Computer Systems, Inc.	X	X
Argus Associates, Inc.		
Blue Wave Technology Group, Inc.		
Calnet Technology Group	X	
Creelman Technoical Consulting	X	
Digitech Solutions	X	
EK Associates	X	X
Gartner Group	X	
Info 2 Extreme		
LANWAN Enterprises, Inc.	X	X
SWIFTCHIP	X	X
TNN Group	X	
World Wide Technology	X	

A selection committee comprising the City Manager, Finance Director, Finance staff, Police Chief and Police staff reviewed proposals, conducted interviews, and reached consensus on a preferred service provider based on the City's needs. The committee conducted interviews with all five firms on October 5, 2016.

The committee did not rank any of the firms but came to a compilation of three firms that we viewed as competitive for differing reasons:

- *SWIFTCHIP* demonstrated a high level of understanding with regards to the role that IT plays in advancing the City's business functions and there was a strong alignment and resonance with City staff in terms of strategic IT planning support. Police Department staff raised concerns over its service model that relies on strategic partnerships (use of firms/subcontractors with vertical expertise). Its cost proposal was the highest of the three finalists in that its fee structure is based upon a flat "all-inclusive" monthly pricing for all requested that would potentially eliminate a significant amount of additional costs to the City.
- *ALLCOVERED*, a KONICA MINOLTA subsidiary offers top to bottom business and IT solutions and has demonstrated capability to help the City accelerate its business needs in the shortest period of time while managing its IT infrastructure. All services are provided in-house due to the size of the firm and its shared resources with KONICA MINOLTA. Its dominant service model for IT services such as the City's, is

**AUTHORIZATION TO ENTER INTO A MASTER SERVICES AGREEMENT WITH LANWAN ENTERPRISES INC. FOR THE PROVISION OF INFORMATION TECHNOLOGY SUPPORT SERVICES**

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based upon remote service support with on-site support provided when requested/needed. While today’s managed services model relies heavily on remote service for cost containment purposes, The PD has indicated a strong preference for on-site support which would be billed at a higher cost/hour and overall service cost.

- *LAN WAN, EK Associates and Apex* were technology-for-technology sake conversant speak and with little to no focus on the desired business enhancements despite prominent discussion in the RFP. It did not seem to the panel that there was much to gain on the business side were we to hire EK Associates or Apex over LAN WAN. LAN WAN’s strength lies in its on-site support service, specifically with the Police Department. It has not demonstrated the ability to advance or support the City’s technological business needs.

The committee unanimously recommended that All Covered, LANWAN, and SWIFTCHIP be included in a shortlist of firms for further consideration. Each firm was invited for network site visits (PD and Finance) so that cost proposals were based on a comparable understanding of the existing networks.

**COST PROPOSALS**

Bidders were asked to submit cost proposals for a baseline of 40 hours per week and the companion table summarizes each firm’s final cost proposal. The monthly reoccurring costs shown include dedicated technical support, managed services, and remote managed and remediation services.

<b>Proposed Costs</b>	<b>Firm</b>		
	<b>All Covered</b>	<b>LANWAN</b>	<b>SWIFTCHIP</b>
Total Direct Cost to City			
Monthly	\$ 17,677	\$ 15,667	\$ 33,720
Annual	212,124	188,004	404,640
After Hours Cost			
Labor Rate	175	120	N/A*
Travel Fee (per job)	-	60	N/A*
Minimum Required Hours	2	-	N/A*
Transition Fee (one-time)	\$ 17,677	\$ -	\$ 16,860

Note:

\* Costs included in SWIFTCHIP’s all-inclusive fee structure.

**Cost exceptions:** LANWAN submitted a proposal based on 240 hours per month (60 hours per week) at an hourly rate of \$97.92. SWIFTCHIP’s cost reflects an all-inclusive service level agreement of \$404,640 per year.

# **AUTHORIZATION TO ENTER INTO A MASTER SERVICES AGREEMENT WITH LANWAN ENTERPRISES INC. FOR THE PROVISION OF INFORMATION TECHNOLOGY SUPPORT SERVICES**

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## **PROCUREMENT OUTCOME**

Every procurement should be an enlightening process, and this was no exception. We have learned, or at least have been reminded as to what should be expected from an IT service provider, and the manner in which these services should be delivered. There are significant deficiencies in the City's current IT service model and service delivery with LANWAN: contractual requirements, expectations, reporting, record keeping, pricing, delivery, and accountability all of which must be addressed and corrected through a new contractual engagement.

Mindful that the ability to deliver business solutions is not likely to be different, the City will likely need to look to other business partners which will incur additional costs. Over the past 2-1/2 years, the City has paid an approximate total of \$991,000 to LAN WAN for pure IT related to contractual and labor costs, equipment, licenses, and warranties. None of these expenditures changed or modernized the City's business processes. We must have good IT infrastructure so that our systems run and our networks are secure, but IT for IT sake cannot be the business goal. This is an inherent conflict with any firm to which IT is outsourced in that they make money by selling IT and out-of-scope labor.

## **NEW LAN WAN AGREEMENT**

As staff researched various materials relating to managed services, talking to IT professionals in organizations, academia and other cities, and even looking back on old IT records, it became clear that the City must set a higher standard for our managed services provider. LAN WAN is a small firm with 15 employees which de facto informs that they are not able to be all things to all people. As an example, most managed service providers of similar size and even those significant larger rely on strategic partnerships to provide vertical expertise in critical areas; cyber, cyber-security and cyber analysis is one such as is a network operations center (managed through remote monitoring). LANWAN states that these services are provided in-house which, given its size, may compromise service delivery, and may add to the overall cost of service. Remote services for anything but hand-holding and on-site repairs and installations are a vital component of cost containment.

The proposed agreement for managed services is now detailed with regard to services, priorities, responsibilities, guarantees, service ability, performance, operation, response, resolution and disentanglement (in the event the City should at some time in the future terminate its relationship).

## **RECOMMENDATION**

The committee recommends that the City Council authorize the City Manager to negotiate the intricacies of the MSA for a three (3) year period, and authorize a not-to-exceed

**AUTHORIZATION TO ENTER INTO A MASTER SERVICES AGREEMENT WITH LANWAN ENTERPRISES INC. FOR THE PROVISION OF INFORMATION TECHNOLOGY SUPPORT SERVICES**

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contract amount of \$825,000 for managed services to the City, including its Police Department.

**FISCAL IMPACT**

Funding for the IT support services is included in the Finance Department's FY16/17 budget in account code 111-9010-419.43-15. No additional appropriation is required at this time as these funds have been budgeted for the entire fiscal year.

**CONCLUSION**

Upon Council approval, the City Manager will negotiate and execute a proposed agreement with LAN WAN Enterprises Inc. in a total not-to-exceed amount of \$825,000 for a three-year period with equal, annual appropriations that align with the effective date of the agreement.

Respectfully Submitted,



EDGAR P. CISNEROS  
City Manager



JAN MAZYCK  
Interim Director of Finance/City Treasurer

**ATTACHMENT(S)**

- A. Information Technology Support Services Request for Proposals
- B. LAN WAN Proposal
- C. Draft LAN WAN Service Agreement



**CITY OF HUNTINGTON PARK  
REQUEST FOR PROPOSAL FOR INFORMATION TECHNOLOGY SUPPORT SERVICES**

**PROPOSAL DUE DATE: SEPTEMBER 27, 2016, 4:30 p.m.**

Contact: Art Cueto, Senior Analyst, 323.584.6315

[acueto@hpca.gov](mailto:acueto@hpca.gov)



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**CITY OF HUNTINGTON PARK**  
**REQUEST FOR PROPOSAL TO PROVIDE**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

**A. INTRODUCTION**

The City of Huntington Park (City) invites qualified firms to submit proposals in response to this Request for Proposals (RFP) for IT Support Services for the City of Huntington Park. The City plans to award a professional services contract to the most qualified responsive and responsible proper whose proposal represents the best overall value to the City based upon the evaluation criteria provided herein.

The City seeks firms with demonstrated capabilities and experience to provide IT services on a full time basis for its Police Department as well as a part-time plus, and on-call basis for all other remaining departments. The City’s current provider spends 36 hours a week with the Police Department and 16 hours per week in all other departments. On call service is expected on an as-needed basis.

**B. BACKGROUND**

The City is located approximately 4.5 miles southeast of downtown Los Angeles. It encompasses an area of approximately 2.8 square-miles and has a population of 58,654 residents and staff consists of 234 employees including full and part-time staff, sworn police officers, and contract staff. Staff is spread over four locations within the City as summarized in the following table.

<b>Facility/Address</b>	<b>Departments</b>	<b>Staff</b>
City Hall 6550 Miles Avenue	Administration	3
	Building & Safety	5
	City Clerk	4
	City Council	7
	Community Development	12
	Finance	15
	Human Resources	3
	Public Works	3
	<i>City Hall Total</i>	<i>52</i>
Police Department 6542 Miles Avenue	Police	108
Community Center – Salt Lake Park 3401 Florence Avenue	Parks & Recreation	51
Public Works Yard 6900 Bissel Avenue	Public Works	23
	<b>Total Staff</b>	<b>234</b>

The City uses multiple online systems or services to conduct its business operations. These include “Sungard–HTE” as its financial system, ADP for payroll and some HR support services, and

DataTicket for its citation processing. Financial reporting for individual grants and funding programs is also conducted online through the use of state and Federal web portals. The City still accepts a large number of cash transactions for utility bill payment, payment of fines, purchase of transit fare media, and/or business license payments. It is our intent to provide multiple payment sources i.e., online, pay-by-phone, kiosks and outsourcing of specific functions such as the parking citations processes.

The Police Department uses multiple web-based applications operated by the Department of Justice, Department of Motor Vehicles, and other county, state, and federal agencies. These applications include CalID, CLETS, NCIC, and CADMV database.

The IT relationship, contract negotiations and related services is managed by the City's CFO.

The City's regular business hours are from 7:00 AM to 5:30 PM, Monday through Thursday. City hall is closed on Fridays. The Police Department is staffed 24/7. City council and commission meetings take place at City Hall typically during evening hours as follows:

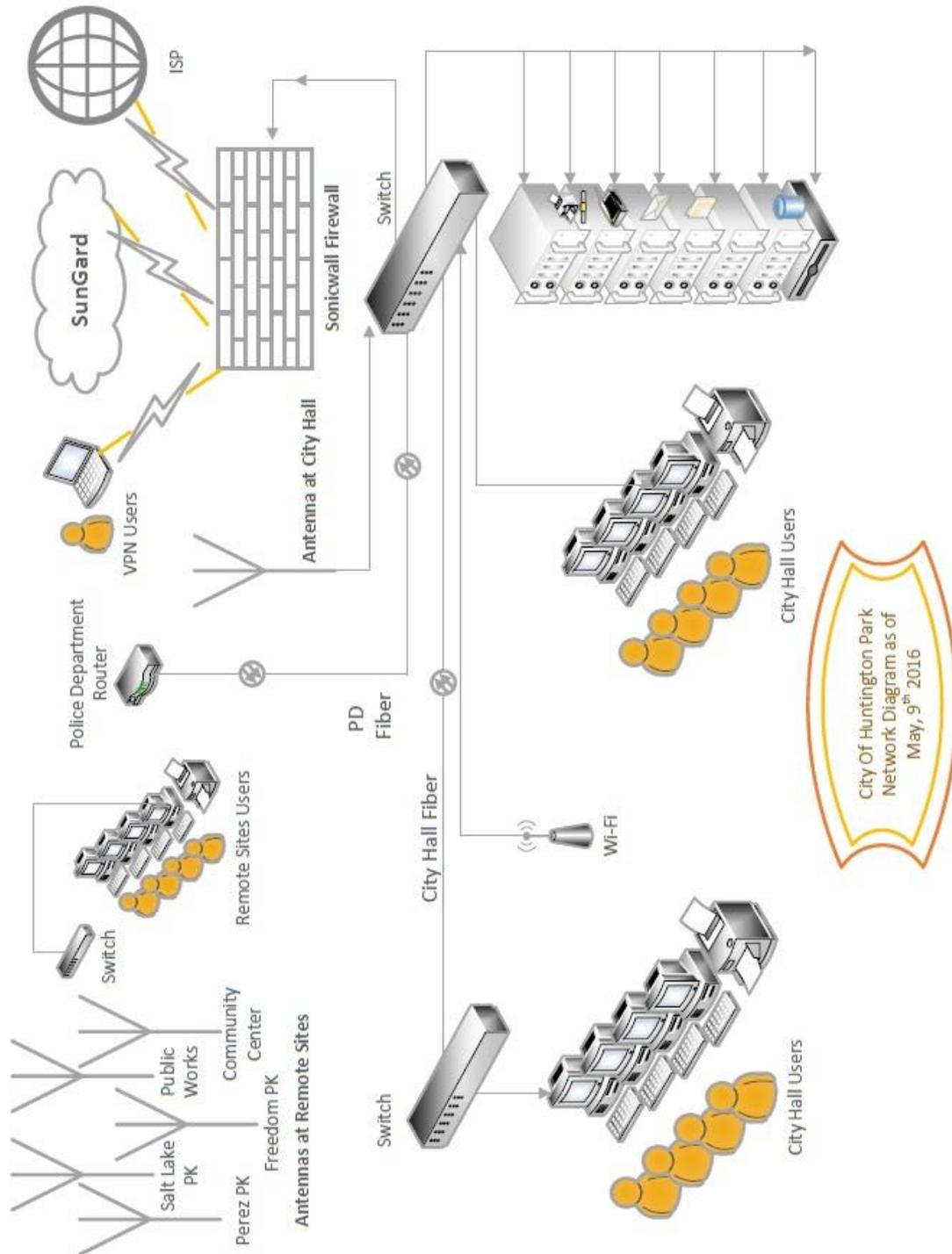
<b>Meeting</b>	<b>Monthly Schedule</b>	<b>Time</b>
City Council	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesdays	6:00 PM
Planning Commission	3 <sup>rd</sup> Thursday	6:30 PM

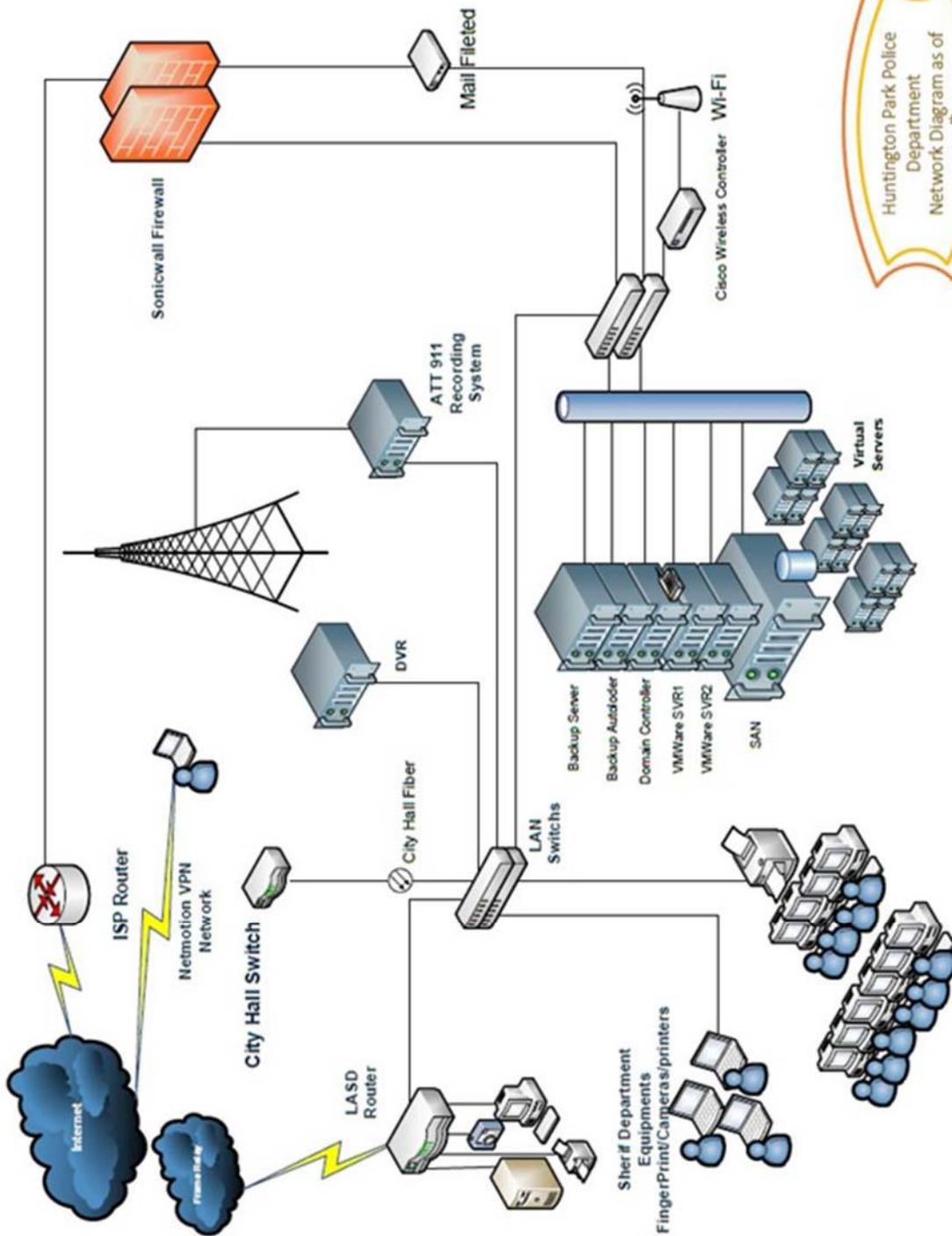
The number of servers, network equipment, and work stations is summarized on the accompanying table. This information is current as of the date of this RFP, however this inventory is likely to change during the duration of this engagement as the City strives to maintain a state-of-the-art IT infrastructure.

*Remainder of page intentionally left blank.*

Equipment	Description	Locations			Total
		City Hall	Parks	PD	
<b>Servers</b>	HP ProLaint DL 380p Gen8	1			1
	HP ProLaint DL 360 Gen6	1			1
	HP ProLaint DL 380p Gen9	2			2
	HP ProLaint DL 360p Gen9	2			2
	HyperV	13			13
<b>Network Equipment</b>	Sonic Firewall	1		3	4
	Switches	8		11	19
	Microwave Rocket Dish	8			8
	SonicWall Access Points	5			5
	Microwave Air Fiber	4			4
	Uninterrupted Power Supply (UPS)	1			1
	UPS Rack Mountable			1	1
	UPS Power Array			1	1
	DVR	1			1
	QNAP - NVR	1			1
	Network Printers	14		12	26
	Cisco Access Points			3	3
	DVR		2	1	3
	Citywide Camera System			1	1
	ALPR System			1	1
	Barracuda			1	1
	NAS			1	1
SAN			1	1	
Automatic Backup Library			1	1	
<b>Work Stations</b>	Desktops	67	17	59	143
	Laptops	14			14
	Tablets	5			5
	Mobile Device Computers (MDC)			11	11
<b>Other</b>	Time O'clock		5		5

Schematic diagrams of the City Hall and Police Department's networks are shown on the following pages.





Huntington Park Police Department Network Diagram as of May, 9<sup>th</sup> 2016

### **C. IT SUPPORT SERVICE PROVIDER**

The City desires to partner with a provider who will be able to staff services in a responsible, responsive and economic manner. When present for full days, it is expected that the service provider use the time to efficiently manage City projects thereby minimizing any extra add-on labor time for installations and the like. Service Provider should be able to expand their scope of work thoughtfully to include additional services, if the City determines necessity.

In addition to staffing, the service provider should be able to assist the City on a variety of short-term projects involving business transition support, evaluating and documenting related business and operational processes, upgrades, security, testing, programming, developing reports, systems operations improvement and/or enhancement and performing other related tasks required to support the City's technology program as may be required and assigned under individual task orders. The City seeks a firm that:

1. Will treat the City's data security, and protection of the City's business as its critical mission;
2. Assist the City in executing its top priorities in using technology to transform processes;
3. Optimize the investment the City makes with respect to information technology;
4. Provide the right information to facilitate strategic investment decision-making; and,
5. Provide professionals who are capably aligned to support the City's priorities.

The ideal firm through its proposal, will demonstrate expertise and capacity to provide with respect to the provision of IT technical support services and ability to work collaboratively with City staff to support an IT infrastructure that is adaptive. In using our IT infrastructure and in working with our support services provider, our goal is to:

1. Use digital maturity as a means for addressing strategic challenges and accessing information opportunities;
2. Use social networks to engage with and provide outreach to the Huntington Park community. The City also desires to learn about its customers in the community and/or be able to conduct various crime analysis when needed;
3. Use cloud computing when viable for the business, i.e., make decisions around what the City should own versus what the City should rent;
4. Improve fact-driven decision making as a basis for prioritizing services such as transportation, police protection, equipment maintenance and the like;
5. Improve transparency and measuring performance with mindfulness about privacy vs. surveillance.
6. Accommodate for future growth in a manner that optimizes scale in order to minimize costs;
7. Facilitate automation by keeping up with cognitive computing; and,
8. Facilitate stakeholder negotiations by improving the flow of information that focuses on resolving issues and minimizing confusion and conflict.

**D. ACTION DATES**

We anticipate the following schedule for proposal review and contract award:

<u>Activity</u>	<u>Date</u>
Issue RFP	August 29, 2016
Last day to submit questions	September 6, 2016
Proposals due	September 27, 2016
Oral interviews (very likely)	October 4, 2016
Contract award by City Council	October 18, 2016

**E. PROPOSED TERM OF AGREEMENT**

It is the intent of the City to contract for the services presented herein for an initial term of three (3) years subject to the satisfactory negotiations of the terms, including a price acceptable to both the City and the service provider.

**F. QUESTIONS REGARDING THIS RFP**

All questions regarding this RFP may be directed as follows:

Art Cueto, Senior Analyst  
Email: [acueto@hpca.gov](mailto:acueto@hpca.gov)  
Phone: 323.584.6315

**G. MODIFICATIONS OF PROPOSALS**

Any respondent who wishes to make modifications to a proposal already received by the City must withdraw the proposal in order to do so. All modifications must be made in ink, properly initialed by respondent's authorized representative, executed and submitted in accordance with the terms and conditions of this solicitation.

Respondents may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the respondent's authorized agent.

**H. VALIDITY OF PROPOSALS**

All proposals submitted in connection with this solicitation shall be firm for 120 calendar days from the due date unless otherwise qualified.

**I. MANDATORY ELEMENTS**

1. Full address of the scope of services outlined in **Section R REQUIRED SCOPE OF WORK.**
2. Evidence that the proposer is licensed to do business in California.
3. Evidence that staff possesses applicable professional certifications such as:
  - a) Microsoft Certified Engineer ( MSCE)
  - b) VMWare Certified Professional (VCP)

- c) Certified SonicWall Security Professional (CSSP)
- d) Cisco Certified Network Professional – Wireless (CCNP – Wireless)
- e) Department of Justice (DOJ) Certification
- f) Compliance with the City's contract requirements, terms and conditions
- g) Technical and cost proposal preparation and submission requirements

## **J. PROPOSAL CONTENT/FORMAT**

To be considered responsive, you should address all items identified in this section. The City requests that you be thoughtful and responsive. Please use this as an opportunity to educate and to share information. While understanding that boiler plate does have its place, the City would be most appreciative of thoughtful, complete, and clear answers.

Please submit on standard sheets, assembled in the order of the items listed, identifying each response by numbers. Your proposal should be limited to a maximum of 25 pages excluding certain appendices.

### **1. Company Profile and Qualifications**

Provide your company profile which should include the following information:

- a) Company ownership. If incorporated, provide the state in which the company is incorporated and date of incorporation.
- b) Location of company offices.
- c) Location from which your firm will provide service to the City.
- d) Number of employees both locally and nationally.
- e) Name, address and telephone number of your firm's point of contact for a contract resulting from this solicitation.
- f) Company background/history and why your firm believes it is qualified to provide the services as described in this RFP.
- g) Length of time that your firm has been providing services described in this RFP. Provide a brief description.
- h) Provide your firm's Dun & Bradstreet (DUNS) number.
- i) Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- j) Proposer's bank of record.
- k) Federal Tax ID

Further, please include full disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves your firm. Failure to comply with the terms of this provision will disqualify any proposal.

Note that the City reserves the right to reject any proposal based upon your firm's history with any party, which documents unsatisfactory performance, adversarial demeanor, significant failure(s) to meet contract milestones or other contractual failures.

**2. Staffing**

From the City's perspective a well-balanced team would include a mix of professionals who are business-oriented, data-oriented, community-oriented and technology-oriented.

With this framework in mind, how do you propose to staff the City's engagement? Please provide staff resumes that meet the requirements as outlined in this RFP, being sure to include:

- Staff's name and position title
- Professional licenses or certifications, if any
- Length of employment
- Resume that includes number of years of experience; education, work history
- Location (city and state) of staff

**3. Subcontractors**

If you plan to sub-contract any portion of your work, then you must indicate the name and address of each firm, and the type of work or tasks that they will perform. Identify the personnel to be assigned, their position, qualifications, and representative experience.

**4. Financial Statements**

Please provide a current financial statement or latest annual report. Your firm must make a definitive statement regarding its financial ability to perform the requirements stated under this RFP.

**5. References**

Kindly provide a minimum of three (3) references from similar projects performed within the last three years. In addition, include all local government (Southern California) references. Information is to include:

- Client name
- Project description
- Project dates (beginning and ending)
- Technical environment
- Staff assigned to reference engagement and who is also designated within this RFP
- Client project manager name, telephone number and email address.

**6. Approach to the City's Engagement**

Outline for us, if you will, in narrative format, and as specifically as possible, your proposed methodology in carrying out the requirements stated in **Section R REQUIRED SCOPE OF WORK**, as well as some of our objectives stated in the opening paragraphs of this RFP.

**7. Demonstrated Capabilities**

- a) Fully discuss your demonstrated capabilities within directly relevant engagements. Please provide a comprehensive discussion around the issues of size, team dynamics, process, technologies and industries.
- b) As you consider this engagement, and in the context of your answer to the previous question, highlight the potential for things to go awry. What might they be and what suggestions do you have for mitigating the possibilities that you have identified?
- c) What does your firm need from us early in this relationship in order to establish the framework for a successful engagement?
- d) What communication strategies have you previously employed? What makes for optimal communication alignment?

**8. IT Security**

- a) Is your firm able to perform a comprehensive information technology risk assessment, including gap analysis on network infrastructure and critical application infrastructure supporting systems? Please elaborate.
- b) Discuss your ability and the process by which you provide incident management services, including response to security breaches, assessment of logging and security monitoring capabilities, identification of initial attack vector and incident response processes and procedures.
- c) Elaborate fully on your firm's cyber forensic approach, capabilities, and protocols;
- d) Fully discuss how your firm, as a vendor, stays in touch with the broader security community and abreast of such developments.
- e) Will you be running intrusion detection or intrusion protection on the City's network?
- f) Generally, how frequently might you tend to make recommendations regarding updates to firewall protection?
- g) The City views security as a shared responsibility. As such, discuss your insurance coverage in the event of an IT security breach.

**9. Disaster Recovery**

The City does not yet have a formal plan in place. Discuss your ability to develop and implement a disaster recovery solution for the applications/databases as well as provide back-up plans and procedures. Describe how you will support mission-critical applications, including but not limited to those used in the Police Department, financial transactions that require 24 hours per day, seven days per week uptime, and must be configured to work in an environment such as the City's.

**10. Service Level Agreement**

- a) Given the City's existing IT infrastructure and proposed scope of work, please provide a comprehensive discussion as to the service model and/or service level agreement (SLA) that you feel most appropriately meets the City's operational needs. This should include the number of hours provided per week of on-site support service for both the City and the Police Department.
- b) What is the basis for your recommended service model? Specify if your recommendation is based on experience on previous similar engagements, technical best practices, staffing experience, etc.
- c) Describe the type of off-site support services included in the service model (i.e. Legitimate Network Operations Center, Security Operations Center, etc.).
- d) Describe how your firm will facilitate a transition plan from the existing service provider in the event that the City selects a new vendor.
- e) You are encouraged to include any additional tasks or services not included or identified in the Scope of Work, or propose modifications to the Scope of Work that you feel are necessary in order to provide the services specified in this RFP. Clearly state the reasons why these tasks or services are required, and include their cost as "Optional Costs" in the Cost Proposal.

**11. Other**

Are there any other important questions that we should have raised and we did not? Please enumerate.

**12. Pricing**

Your firm's proposal must include all pricing information relative to performing the IT support services enumerated in this RFP and consistent with your proposed service model detailed in your recommended SLA. Any cost for an additional service not specified in this RFP but that you feel are required to maintain the performance of the City's IT infrastructure must be shown

separately as an additional cost. All other costs including any indirect costs or reimbursable expenses must also be shown separately.

**K. RECORD RETENTION, OWNERSHIP, AND INSPECTION**

Your firm agrees that the City shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent records pertaining to this engagement.

All records shall be kept and maintained by the selected firm and made available to the City during the term of this engagement and for a period of two years thereafter. All such records shall be delivered to the City and shall be available for the City’s use at any time, and shall be delivered to the City upon termination of this engagement.

The selected firm must stipulate that all claims, electronic data processing/management information system records and all records generated on behalf of the City are owned by the City and that all claim files will be available to the City upon request.

**L. SUBMISSION REQUIREMENTS**

Please email an electronic submission of your response to [acueto@hpca.gov](mailto:acueto@hpca.gov) no later than **4:30 PM on Monday, September 27, 2016**.

Your submission is to be a PDF file which is clearly labeled in the following manner: “HP IT Support”, followed by the Proposer’s name, and then “Proposal” (i.e. “HP IT Support ACMEIT Proposal.pdf”). Proposers are encouraged to include both a delivery and read receipt in their emails as proof of timely proposal submission.

**M. EVALUATION OF PROPOSALS**

The successful proposer will be chosen in accordance with, but not limited to, the following RFP evaluation criteria.

<b>CRITERIA</b>	<b>%</b>
Quality and breadth of services offered, both on general technology trends, police trends and local government specific trends and issues; quality of personnel	35
Other elements of technical submission	35
Comprehensiveness and clarity of submission	20
Cost	10

City staff reserves the right to interview firms prior to making a recommendation to the City Council.

**N. ADDENDA**

Questions concerning the contents of this RFP must also be emailed to [acueto@hpca.gov](mailto:acueto@hpca.gov). City staff will provide written responses to all questions received on or before 4:30 PM on Tuesday,

September 6, 2016. A complete set of responses to all questions received prior to this deadline will be distributed to all firms that submitted questions in the form of an RFP addendum. The addendum will also be posted on the City's website and distributed to all firms that have requested a copy of the RFP.

**O. PAYMENT TERMS**

Customary terms are Net 30 for work performed on a time and materials basis. Payments on a long-term project may be on a milestone basis based on successful completion of milestone(s) and may or may not include a percentage holdback until successful completion of the entire project. Your firm must indicate their proposed payment terms.

**P. CANCELLATION OF RFP**

The City reserves the right to cancel this solicitation at any time, prior to the deadline for submission.

**Q. FORM OF CONTRACT**

The City anticipates that the final contract will be substantially different in the form and substance as the sample included in Attachment B. Proposers shall affirmatively state that they accept all terms and conditions included in Attachment B, or may suggest alternative language for specific terms or conditions along with their rationale for requesting such changes.

The City, in its sole discretion, may accept, decline, or negotiate any or all of the proposer's suggested changes.

**R. REQUIRED SCOPE OF WORK**

**1. General Requirements**

The firm will provide technology support services of multivendor systems and services in a manner that is consistent with industry recognized standards and system requirements

The firm will follow recognized best practices for performing maintenance, troubleshooting, installations, and repairs of critical IT systems and equipment.

**2. Staffing**

- a) The firm will provide a staffing plan to City staff for review and approval upon commencement of this engagement. At a minimum, the plan will identify the staff members assigned to this engagement including project manager and staff technician(s), the days and hours when staff will be present at the City (both City Hall and Police Department), contact information (both onsite and remote), and a copy of the service level agreement (SLA)
- b) The firm will assign a project manager or lead technician that will serve as the primary point of contact between City staff and the firm. The project manager will be responsible for managing the engagement on behalf of the firm, overseeing the provision of required IT support and operations activities,

preparing and providing compiling IT support data, and maintaining IT inventory.

- c) The firm will provide the appropriate number of technicians poses the appropriate training, technical skills, certifications, and experience required to fully execute the tasks listed below at the specified service levels.

### **3. Required Support Activities**

- a) Desktop Support
- b) Perform preventive maintenance
- c) Break/fix services for a multi-vendor technology environment and systems (both warranty and non-warranty services including hardware accessories)
- d) Asset inventory tracking
- e) Troubleshooting of infrastructure errors, hardware, software, applications, operating systems (OS) stability, and performance.
- f) Desktop security, imaging, deployment, and packaging
- g) Software packaging, installations, deployment, and removals
- h) Technology diagnostics, troubleshooting, setup, installations, mappings, and configurations (including tablets, mobile devices, digital cameras)
- i) Site technology installs, moves, adds, and changes (IMAC)
- j) Data migrations and transfers including capture and transfer of all workstation data files for replacement desktops and server hardware
- k) Anti-virus, spyware, and spam ratifications
- l) Site desktop setup, configurations, and accessibility
- m) Client VPN configurations
- n) Repair/replace data/peripheral cables and accessories
- o) Application functionality and access
- p) Provide problem determination between network, hardware, and software issues
- q) Enterprise application support

### **4. Thin Clients**

- a) Install, configure, deploy, and support environment hardware and software including provision of system failure analysis and recovery
- b) Leverage tier support by maintaining a clear documentation of maintenance and support procedures for routine tasks
- c) Troubleshooting of infrastructure errors, hardware, software, applications, OS stability, and performance.
- d) Maintain system documentation and configurations and coordinate system backup and recovery with City staff

- e) Support technical solutions for environmental strategy and uptime (availability, reliability, manageability, scalability, and security)

## **5. Server Support and Maintenance**

- a) Provide remote monitoring and redemption support – ongoing
- b) Provide on-site support within specified time limits based on service level agreement parameters shown in Section F.
- c) Install, configure, deploy, and support environmental hardware and software including provision of system failure analysis and recovery
- d) Leverage tier support by maintaining a clear documentation of maintenance and support procedures for routine tasks
- e) Bring up new systems and applications as required by City
- f) Troubleshooting of infrastructure errors, hardware, software, applications, OS stability, and performance.
- g) Maintain system documentation and configurations and coordinate system backup and recovery with City staff
- h) Support technical solutions for environmental strategy and uptime (availability, reliability, manageability, scalability, and security)
- i) Patch management
- j) Install, configure, deploy, and support environment hardware and software including provision of system failure analysis and recovery

## **6. Software Application Support**

- a) Provide site-based and remote application installation, configuration, and removal
- b) Support multi-platform OSs; plug-ins; drivers; and software/application packing, testing, user acceptance, and deployment
- c) Setup and configure email profiles
- d) Application mapping
- e) Software and application installations and configuration
- f) Thin client management and setup including diagnostics, troubleshooting, monitoring, fixes, testing, configurations/ modifications, and deployment
- g) Note: The City will be responsible for software and operating system licensing costs and will provide the firm with license keys and computer images on an as-needed basis

## **7. Wire Networks**

- a) Pickup, remove, install, setup, and configure network access points
- b) Diagnose, troubleshoot, and resolve network failures (device/desktop MFD/IDF/closets)

- c) Repair and replace basic connection problems including plugs, patch cables, plates, etc.
- d) Diagnose and troubleshoot internet and network access/logins and performance issues
- e) Provide network support including internet access, login, network performance issues, wireless application issues, UPS, network connectivity, copier and fax access, intrusion detection devices, and power supplies
- f) Provide first response to district outages and outbreaks

**8. Basic Functionality and Training**

- a) Train users on how to better care and maintain technology
- b) Train users on Cyber security awareness
- c) Train users on top FAQ and customer support process
- d) Site Service Assessments
- e) Determine user and service requirements for technology acceptance/setup
- f) Gather and provide information to City as needed including change request facilitations
- g) Participate in the coordination of activities with internal and external services
- h) Participate in improvement projects including technology rollouts (installs, moves, adds, and changes); closings; relocations; mergers; openings; and development of executive system tests and user acceptance plans to ensure software functionality and compatibility

**9. Technology Disposals**

- a) Perform data removal and hard drive destruction
- b) Provide City with equipment disposition documents prior to removal
- c) Deliver disposed technology to City's recycle vendor or facilitate pickup
- d) Update disposal record and database
- e) Update and reconcile City's technology inventory
- f) Inventory Management
- g) Reconcile and update the City's technology inventory for all required moves, adds, and changes
- h) Work with staff from each City department to maintain accuracy of IT inventory control

**10. Parts Tracking**

The firm shall maintain data related to all parts and supplies used to repair the City's IT assets. This data shall be presented in the form of monthly reports to City staff. Data contained in reports shall include, at a minimum, part number, part description,

associated service request number, name of staff requesting service, and IT device serviced.

**11. Preventive Maintenance**

The firm shall produce a documented preventive maintenance plan that improves the performance of hardware, software, and networks; Firm will be responsible for the implementation of this plan.

**12. Service Request Process**

The firm's staff will work with City staff to track and respond to service requests and update the status of all service requests for any work performed remotely or on-site.

The firm's staff will close individual service requests after the required service(s) has/have been complete to the satisfaction of the requesting staff. The closed service request will include a thorough description of all services rendered or tasks performed.

The firm's staff must adhere to the terms contained in the Service Level Agreement (SLA) contained in Section F below.

**13. Laptop Services**

- a) Provide break/fix services for multi-vendor technology environments and systems including both warranty and non-warranty services for both hardware and accessories
- b) Maintain asset inventory at the device level
- c) Provide software packaging, installations, deployments, and removals

**14. Disaster Recovery**

Develop and implement a disaster recovery plan for applications/databases as well as provide back-up plans and procedures. Mission-critical applications including but not limited to those used for financial transactions that require 24/7 uptime must be configured to work in a clustered environment. This plan should include, at a minimum, a backup strategy for key business processes, risk assessment, and emergency response.

**15. Hours of Operation**

The firm will provide technical support to the City year-round consistent with the City and Police Departments calendar and consistent with their hours of operation specified below.

- Standard office hours are 7:30 AM to 6:00 PM, Monday through Thursday
- Police Department is staffed 24/7.

- The firm’s technical/operational resources and support functions shall be made available during extended hours for both regularly-scheduled and special city council and commission meetings
- The firm will coordinate with City staff the scheduling of system maintenance activities during after-hour periods, weekends (Fridays, Saturdays, and Sundays) and scheduled holidays.
- Service Request Process/Service Level Agreement (SLA)
- The SLA should be based on the following parameters (please refer to table on following page

Severity Level	Definition	Response Time	Resolution Target
<b>Critical</b> High impact	The failure affects the organization’s ability to conduct business and/or ability to provide programs or services. No feasible alternative workarounds	2 hours	8 hours
<b>Urgent</b> Potential high impact	An incident that affects multiple customers or a department and has the potential to cause a high business impact. The incident represents not readily available workaround	4 hours	1 day
<b>Routine</b> Moderate impact	Incident with immediate and moderate impact level. Consists typically of a localized problem and a workaround can be implemented	8 hours	1 – 2 days
<b>General</b> Low/no impact	Incidents with low impact levels on the organization. Typically affects a single individual or the individual presents an issues that little or no business impacts such as an advisory question, request for software, documentation enhancement, routine maintenance, scheduled hardware installation and/or disposal.	1 day	2 – 3 days
<b>Planned Task</b> Low/no impact	Request has pre-assigned date for service to start	Scheduled date	3 – 5 days



**Please return this form with Evidence of Insurance  
INSURANCE REQUIREMENTS FOR CITY OF HUNTINGTON PARK  
(SUPPLEMENT)**

The only evidence of insurance accepted will be either a Certificate of Insurance and/or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

- Endorsements:
  1. Workers Compensation Waiver of Subrogation Endorsement
  2. General Liability Additional Insured Endorsements
  3. Professional Liability Insurance
  4. Errors and Omissions
  5. Cyber Liability Insurance

\*\*\*\*\*All endorsements must specifically name in the schedule

**The City of Huntington Park, and all of its officers, employees, and agents**

**A BLANKET/AUTOMATIC ENDORSEMENT AND/OR LANGUAGE  
ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**

A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/ or the True and Certified copy of the policy.

***Insurance***

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Huntington Park (the "City"), its City Council, and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the) premises hereunder or other related functions performed by or on behalf of Contractor at the City and its departments.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City, its City Council ("City Council"), and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's

liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City."

All such insurance shall be primary and noncontributing with any other insurance held by City where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Director of Finance/Treasurer ("Finance Director") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Police Department, its City Council, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at the City.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy (ies), by a broker's letter acceptable to the Finance Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Finance Director. The documents evidencing all specific coverages shall be filed with City prior to Contractor occupying the premises hereunder. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the Finance Director at the City of Huntington Park at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by the Finance Director, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Finance Director deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

# ATTACHMENT B

## FORM OF CONTRACT

### PROFESSIONAL SERVICES AGREEMENT

(Engagement: Information Technology Support Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and [\_\_\_\_REPLACE WITH NAME OF CONSULTANT\_\_\_\_], a [\_\_\_\_REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.\_\_\_\_] (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.

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 in **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 TERM: This Agreement shall have a term of three (3) years with no extensions. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [\_\_\_\_THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT\_\_\_\_] (hereinafter, the “Approved Rate Schedule”).

B. Section 1.3(A) notwithstanding, CONSULTANT’s total compensation during the Term of

this Agreement or any extension term shall not exceed the budgeted aggregate sum of [REPLACE WITH NOT-TO-EXCEED SUM] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, 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. 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.

- A. Interim billings shall not cumulatively exceed ninety percent (90%) of the annual fixed price. The final billing will be processed upon completion of the final task under the contract, which is the annual presentation to the City Council and completion of any follow up that results from City Council direction, if any.
- B. 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.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all 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 the Interim Chief Financial Officer and [REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT] (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 [INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION] 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.
  
- G. 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 registered to do business in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best’s Insurance Guide, have an A.M. Best’s rating of no less than A-/IV. 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 polices 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 and annually thereafter. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to 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 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 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.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 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 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.

4.6 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.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of thirty (30) 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 7.1 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 thirty (30) 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 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 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 thirty (30) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-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 thirty (30) 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.
  - v. 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.
- H. Should CONTRACTOR be found guilty of a criminal felony during this contract with the CITY in which it brings public embarrassment to the CITY or should the CONTRACTOR fail to perform any of the obligations required of CONTRACTOR within the time and the manner provided for under this Agreement, or should the CONTRACTOR violate any of the terms and conditions of this Agreement, or should CONTRACTOR fail to supply the materials, equipment, or services specified within the time allowed or within the terms, conditions, conditions, or provisions of this Agreement, the CITY may terminate this Agreement for cause.

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:**

[REPLACE WITH Business Name of Consultant]  
[REPLACE WITH Business Address]  
Attn: [REPLACE WITH Name/Title of Consultant's chief contact]  
Phone: [REPLACE WITH Phone Number]  
Fax: [REPLACE WITH Fax Number]  
Email: [If available, REPLACE WITH e-mail or simply delete]

**CITY:**

City of Huntington Park  
Finance Department  
6550 Miles Avenue  
Huntington Park, CA 90255-4393  
Attn: [Title of CITY Contact]  
Phone: [REPLACE WITH Dept Phone]  
Fax: [REPLACE WITH Dept Fax]

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

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

6.7 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.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

**By**  
**its:** \_\_\_\_\_  
City Manager

**[REPLACE WITH BUSINESS NAME OF  
CONSULTANT, E.G., ACME CORP., A  
CALIFORNIA CORPORATION ETC.]:**

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

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

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

**APPROVED AS TO FORM:**

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

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*Proposal for Information Technology Support Services*



**HUNTINGTON PARK**  
THE CITY OF PERFECT BALANCE *California*

*Issue Date August 29<sup>th</sup>, 2016*

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**From:**

**LAN WAN Enterprise IT Solutions**

**Rami Dababneh**

17500 Red Hill Ave. Suite 120, Irvine, CA 92614-5680, USA

Corp: +1(888)955-2451

Email: [Ramid@lanwane.com](mailto:Ramid@lanwane.com)

**Deliver to:**

**City of Huntington Park**

Procurement Services Division

6550 Miles Avenue. Huntington Park, California 90255

Attention: Art Cueto, Senior Analyst

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## Cover Letter

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At LAN WAN Enterprise (LWE) we understand that all institutions, be public, private or academic have unique and distinct requirements and challenges, these requirements and infrastructure, each require hands on approach to maintain a grade A level Information Technology (IT) infrastructure.

LWE is second to none when it comes to the maintenance and upgrades of IT systems. our expert team of Project Managers, Network Engineers and forensic specialist's emphasis the need to protect and secure systems with 99.9% Service Level Agreement (SLA) up Time.

The team is knowledgeable in integration of IT Systems and more importantly the design, implementation and security of the networks.

In addition, our approach will allow to successfully integrate IT across every aspect of network systems for City hall and the Police Dept. along with providing City staff with the right technology tools to raise productivity. This is accomplished by streamlining IT and communication processes between Depts., taking into account the highest level of security.

Our Company is cognizant that any public, private or academic entity has specific needs tailored to their own goals and policies.

LWE is familiar and very knowledged and experienced relative to the needs of the City of Huntington park, we have addressed all the challenges faced by the City of Huntington Park including issues that have arisen in the Police Department, LWE in Huntington has been there and done that . The challenge is not only providing the right solution; it is important to provide the most cost effective solution that reduces management overhead.

We proven at LWE over and over that when challenges have arisen at the City of Huntington Park that we can resolved all those challenges at a reasonable cost in a very timely fashion.

LWE is a distinguished professional IT firm that can serve all the needs of the City of Huntington Park, and finally LAN WAN Enterprises is a proud Certified Woman Business Owned (WBO) and this encapsulates the identity of our firm.

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## 1. Company Profile and Qualifications

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### A. Company ownership

Incorporated in California, August 02, 2002

### B. Location of company offices

HQ: 17500 Red Hill Ave Ste 120, Irvine, CA 92614

### C. Location from which your firm will provide service to the City

Staffing will be provided onsite service at the City Hall \ Police Department, and remote support will be conducted from the company's HQ office.

### D. Number of employees both locally and nationally

15 Employees

### E. Point of Contact

Rami Dababneh

IT Director

RamiD@lanwane.com

17500 Red Hill Ave Suite 120, Irvine, CA 92614

O:(949) 955-2451

C:714-393-2264

### F. Company background

LAN WAN Enterprise is a complete technology solution provider. We are 100% committed to making sure our clients have the most reliable and professional IT service in Southern California. Our team of talented IT professionals can solve your IT nightmares once and for all.

Here's why so many businesses depend on LAN WAN Enterprise for complete IT services and support:

- Longest proven running networks
- Longest track record of security systems going without failure
- Technicians trained in all fields of IT
- Same day response time guaranteed



## **LAN WAN Enterprise, Inc.**

17500 Red Hill Ave. #120  
Irvine, CA 92614-5680, USA  
[www.lanwane.com](http://www.lanwane.com)

- Partner integration with our clients
- Most Creative solutions in the industry

We at LAN WAN Enterprise are proud to say that we have not only been a compelling source of IT solutions within the last two decades, but have also been a high caliber company - staying ahead of the technology curve, and being the best at what we do. For LAN WAN Enterprise, our attitude is to give the best we can; not just for the satisfaction of our clientele, but also the satisfaction that we are the best we can possibly be and therefore the finest in our field services and our work.

### **G. Length of time providing services**

14 Years

### **H. DUNS number**

Redacted

### **I. Resumes for key staff**

Please see Exhibit-A

### **J. Bank of record**

*Bank of America*

*Address: 17430 Brookhurst St, Fountain Valley, CA 92708*

*Attached Exhibit-B*

### **K. Federal Tax ID**

Redacted

### **L. Contractual failures and/or investigations**

Not applicable. No contractual failures or civil/criminal investigations.

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## 2. Staffing

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### Rami Dababneh

- A. IT Sales & Marketing Director
- B. *Professional licenses or certifications (See resume for more details).*
  - i. *Master of Business Administration*
  - ii. *Graduate Cert. in Project Management*
  - iii. *Bachelor degree in Computer Engineering*
  - iv. *PMP Certified – Project Management Institute*
  - v. *MCSA 2012*
  - vi. *MCITP Enterprise Administrator 2008*
  - vii. *MCITP Server Administrator 2008*
  - viii. *Microsoft Certified Systems Engineer 2003*
  - ix. *Microsoft Certified Systems Administrator 2003*
  - x. *Microsoft Certified Professional (MCP)*
  - xi. *Citrix CCSP 2012*
  - xii. *Cisco Express Foundation*
  - xiii. *Cisco Sales Expert*
  - xiv. *Star2Star Advanced Configuration Certified*
  - xv. *Criminal Justice Information Services Certified*
- C. *Length of employment: 10 years*
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

### Nezar Oweis

- A. Senior Network Systems Engineer
- B. *Professional licenses or certifications (See resume for more details).*
  - i. *CSSP*
  - ii. *CSSA*
  - iii. *MCSE*
  - iv. *MCSA*
  - v. *Apple CSP*
  - vi. *MCTS*
  - vii. *CCEA*
  - viii. *MCITP*
  - ix. *IBM*
  - x. *Server+*
  - xi. *CDIA+*
  - xii. *3Com*
  - xiii. *CCA*
  - xiv. *Netware CNE*

- xv. *Netware CAN*
- xvi. Criminal Justice Information Services Certified

- C. Length of employment: 9 Years
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

**Joseph Dawaher**

- A. Service Manager
- B. Professional licenses or certifications (See resume for more details).

- I. Certified Sonicwall Security Professional
- II. Certified Sonicwall Security Administrator
- III. Cisco Certified Network Professional(CCNP) -Security
- IV. CCNA-Voice
- V. CCNA-Security
- VI. Cisco Express Foundation for Field Engineers.

- C. Length of employment: 5 Years
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

**Jesse Rich**

- A. *Network Engineer*
- B. Professional licenses or certifications (See resume for more details).
  - a. VMware VCP6-DCV
- C. 6 Months
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

**Dave Miller**

- A. Network Systems Administrator
- B. Professional licenses or certifications (See resume for more details).
  - I. MCP
  - II. MCSE
  - III. CCNA
  - IV. CCNA-Voice
  - V. S2S VoIP
  - VI. Criminal Justice Information Services Certified

- C. Length of employment: 1 Year
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

**Ray Haddad**

- A. Network Systems Administrator
- B. Professional licenses or certifications (See resume for more details).
  - I. ICC-CEI
  - II. MCP
  - III. MCTS
  - IV. S2S VoIP
  - V. Ubiquiti Wireless
  - VI. Azure

- C. Length of employment: 10 Years
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

**Afraim Sedrak**

- A. Network Systems Administrator
- B. Professional licenses or certifications (See resume for more details).
  - I. CISA
  - II. MCSE + Messaging
  - III. MCSA + Security
  - IV. MCDST
  - V. MCDBA
  - VI. MCT
  - VII. MCP

- C. Length of employment: 4 Year
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

**Randy Peek**

- A. Network Systems Administrator
- B. Professional licenses or certifications
  - i. Criminal Justice Information Services Certified
- C. Length of employment: 4 Years

- D. Resume – Please see Exhibit-A
- E. Irvine, CA

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### 3. Subcontractors

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**A. Work to be sub-contracted**

No work is planned to be sub-contracted to accomplish any tasks or projects.

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### 4. Financial Statements

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**A. Current Financial Statement**

*Please see Exhibit-C*

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### 5. References

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**Reference#1**

**A. Client name and address.**

- City of Bell Gardens- City hall 7 locations
- 7100 Garfield Ave, Bell Gardens, CA 90201

**B. Name, title, and telephone number of a person we may contact**

- Phil Wagner , City Manager
- Phone: 562-806-7702

**C. Brief description of services provided**

- Took over the network from a former IT in 2006, Assess the entire network for all 7 locations and rebuilt it, we have stabilized the network from being down once

a week, to an SLA of 99.99% uptime. Improved productivity, security and speed.  
Saved the City over \$60,000 in one year.

**D. Length of time Offeror provided these services**

- 10 years

**Reference#2**

**A. Client name and address**

- Bell Gardens Police Department
- 7100 Garfield ave, Bell Gardens CA 90201

**B. Name, title, and telephone number of a person we may contact**

- Robert Barnes Chief of Police
- Tel# 562-806-6700

**C. Brief description of services provided**

- Implemented a security assessment at their site including penetration tests , and evaluated the level of security. Created an improvement plan and implemented action plan to tighten the security at the police station .

**D. Length of time Offeror provided these services**

- 6 years

**Reference#3**

**A. Client name and address.**

- Four-D College
- 1020 E Washington St, Colton, CA 92324

**B. Name, title, and telephone number of a person we may contact**

- Linda Smith, Founder

- Phone: 909-783-9331

**C. Brief description of services provided**

- Stabilized the network after being asked to do assessment to the network , finding out our penetration test in their network has failed ,we took over the account and have done so many improvement in the IT network, we have brought the school’s IT infrastructure to the next level , we have built their Data-Center and improved the network efficiency and speed 20 times.
- Improved all Student labs across all campuses from 10\100Mbps to 1000Mbps.
- Utilizing state of the art technology solutions , the college Benchmarked against its competitors

**D. Length of time Offeror provided these services**

- 4 years

**Reference#4**

**A. Client name and address**

- City of Wildomar
- 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595

**B. Name, title, and telephone number of a person we may contact**

- Gary Nordquist, City manager
- 951-677-7751

**D. Length of time Offeror provided these services**

- 4 years

To name few of our valued customers:

<b><u>Customer Name</u></b>	<b><u>Approx.# of users</u></b>
<b>1. Bell Gardens City Hall, Los Angeles</b>	<b>100 Users</b>
<b>2. Bell Gardens Police Department, Los Angeles</b>	<b>110 Users</b>
<b>3. Huntington Park City Hall, Los Angeles</b>	<b>135 Users</b>

4. Huntington Park Police Department, Los Angeles	90 Users
5. EMI Express Manufacturing, Santa Ana, Hong Kong & China	500 Users
6. Costa Mesa Sanitary District, Costa Mesa	25 Users
7. CIM Group Anaheim and Texas	30 Users
8. DLJ Produce Long Beach and Fresno	30 Users
9. Casco Equipment Riverside and Sacramento	50 Users
10. Davis Farr LLP, Irvine – California	50 Users

More references and additional details are available upon request

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## 6. Approach to the City's Engagement

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### Staffing

#### Single Point of Contact POC \ Project Manager

##### **Rami Dababneh, MBA, PMP Senior IT Manager**

RAMI DABABNEH is a Senior Project Manager and the Director of sales and Marketing for LAN WAN Enterprise. In this role, RAMI DABABNEH leads all aspects of Project Management including initiating, Planning, Executing, Monitoring & Controlling and Closing of several projects at LAN WAN Enterprise

Ray Haddad (Onsite Technician to support City Hall Network)

Position : Network Systems Administrator

Afraim Sedrak (Onsite Technician to support The Police Department Network)

Position: Network Systems Administrator

In addition, Team members indicated in 2. Staffing will also be supporting the city remotely and onsite.

### Scope of Work

LAN WAN Enterprise is a fast-growing provider of value-added systems consulting & integration, networking, and lifecycle information systems services. Through our leading-edge focus, LAN WAN Enterprise develops

partnerships with customers and vendors alike to achieve highly customized technology integration, implementation, and support solutions.

LAN WAN Enterprise designs, implements, and manages complex information systems solutions, and delivers these systems with Quality and Customer Satisfaction as a critical-success metric. LAN WAN Enterprise' goal is to help customers maximize their information systems investments in order to provide core-business competitive advantage by maximizing end-user productivity.

LAN WAN Enterprise will provide support, training, implementation for all items mentioned in Section R REQUIRED SCOPE OF WORK in the RFP in addition to provides technical analysis, consulting and professional/engineering/outsourcing services in:

- Local Area Network infrastructure, integration and support
- Wide Area Network analysis, integration and support
- Help Desk / Support Services Process Re-engineering
- Project Management
- Voice over IP Systems.
- Low voltage cabling

LWE provides technical support and network engineering services that are customized to support business operations. LWE provides long term network maintenance and support services to small and Mid-Size businesses where a full time network administrator is not warranted. LWE is able to structure a maintenance contract that fits budgetary requirements while still providing onsite and remote support services to keep the network operating reliably. LWE's support and maintenance services are intended to keep costs down, by managing the amount of time that is required to keep the network well-tuned and operational. The net annual costs are usually less than the salary and benefits of a full time IT Staff. This service allows our clients to meet their objectives of maintaining a reliable network.

It is anticipated that all technicians work will be performed at client's facility both main location, City hall at 6550 Miles Avenue Huntington Park, CA 90255 and Police Department at 6542 Miles Ave, Huntington Park, CA 90255 , in addition to 5 satellite offices , namely Perez Park, Salt Lake Park, Freedom Park, Public Works and Community Center . LWE will support all Equipments indicated in ADDENDUM #3 issued Sep 8<sup>th</sup> 2016 Emailed by Art Cueto on Sep 8<sup>th</sup> 2016 .

City of Huntington Park is seeking the assistance of a network support firm to provide onsite and remote technical support.

LWE will utilize a combination of onsite (Sites mentioned above) and remote management tools to support the users and the network at the City of Huntington Park City hall, Police Department and all remote sites mentioned above in this proposal .

LAN WAN Enterprise will support all items mentioned in Section R REQUIRED SCOPE OF WORK in the RFP excluding item# R.4 Thin Client along with the below services:

- **System Administration:** LWE will provide administration services to include all servers, user accounts, LWE will perform all of the regular server maintenance items that are required for a reliable network. LWE will update operating system software patches to ensure system performance and integrity.
- **Network Administration:** LWE will support all network devices such as routers and Internet access, firewalls, and monitor network performance.
- **User Account Administration:** LWE will manage all user accounts to ensure proper access to network resources for local users and remote users.
- **Desktop Support:** LWE will support all computer workstations, and laptop. LWE will troubleshoot hardware and software related problems, and manage system warranties.
- **User Support & Training:** LWE will respond to user issues, and resolve all technology related problems. LWE will also train employees as needed to ensure full utilization of the available technology.
- **Virus Protection:** LWE will monitor virus definitions on a daily basis. The updates will be pushed out to the users. Regular virus protection updates are required to ensure that the network is safeguarded against malicious attacks.
- **Firewall Maintenance:** LWE will maintain the integrity of the firewall by conducting regular audits. LWE will also develop a firewall upgrade path that is cost effective, while providing greater security.
- **System Backup:** LWE will maintain the current backup systems and provide suggestions. LWE will configure a backup system to automate the backup process. Backups should be done daily. LWE will also suggest a disaster recovery plan, to ensure that the data is recovered quickly.

During our various years of experience, we developed some very specialized skills that allow us to fully support diverse customers. Such support includes, but is not limited to:

- **Government Software such as**
  - CAD
  - JDIC
  - FBR
  - RMS
  - Vision Mobile
  - Palantir
  - VeriPic
  - ALPR
  - Smart Justic
  - BlueCheck
  - AudioLog
  - Scene PD
  - Vantage Point (GIS System)

- TMS
- ePCD
- CrimeView
- Coplink
- CLETS
- **Microsoft Products**
- **Virtualization**
- **Network stability**
- **Email solutions**
- **Cloud solutions**
- **VoIP Systems**

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## 7. Demonstrated Capabilities

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**A. Fully discuss your demonstrated capabilities within directly relevant engagements. Please provide a comprehensive discussion around the issues of size, team dynamics, process, technologies and industries.**

At Lan Wan Enterprise we have rich experience working with Local government and Law Enforcement agencies, we understand the need and strive to maintain a state-of-the-art IT infrastructure for all of our clientele. The challenge of keeping users' data safe and secure been our daily routine and the reason behind our continues success in the IT world.

To demonstrate our capabilities, the best example we can use is the work we have done to the city of Huntington Park, in both the City Hall and the Police Department.

We have been serving the City of Huntington Park since the year of 2014, at that time the network infrastructure was outdated and needed immediate actions to take place. Servers were outdated lacking security patches for over a year, Servers hardware were out of support, incompatible Mail Server was in use, insecure and low storage space for data, no security patches were installed for more than a year on workstations, slow internet speed, slow connections between the city hall and the remote sites. Firewalls didn't have their firmware updated for over a year as well. In addition to the weak physical security of the servers.

To make things work the right way we set a plan for improvements to bring the network infrastructure up to the standards. The improvements process started at the City Hall server room expanding to city parks and public works, delivering a state-of-the-art 2FA project recently at the police department to help the PD stay compliance with DOJ requirements.

During this period up to the moment, the network infrastructure in general had gigantic improvements in speed, performance and over all network stability. These improvements were accomplished in multiple phases seamlessly and budget friendly.

To best demonstrate our capabilities, we are going to go through the improvement process that we helped the City of Huntington Park with:

Our improvement strategy focused on 3 main key areas that had the biggest impact in maintaining the stability and the security in network.

- 1. Building a secure and reliable infrastructure:** The perfect recipe to have a stable network comes building a healthy network infrastructure. Because the infrastructure at the city was too outdated, we had to rebuild the whole network from scratch. Users were affected daily by the slow response of the servers so we started by building powerful servers tailored to the needs and the budget of the city. We upgraded the servers' hardware, we also upgraded the operating system to the latest OS, we went through every possible solution to make a better use of the exciting hardware. New Firewall appliances were purchased by the previous service provider but were not installed, so we removed the outdated appliances and implemented the new once. We also implemented a new Email server, a new file storage server, a new printing management server, we secured the wireless network all over the city hall to eliminate any risk. We setup a new backup plan to make sure our servers are backed up on daily basis, having backup retention up to 21 days. The server room at the City Hall turned to be the main data center that serves the City Hall users in addition to the users at the remote sites and Public Works. This server room become a piece of art having a secure rack cabinet keeping all new servers safe and secure. When we felt that the Police department is being targeted with huge amount of spam and ransomware Emails, we immediately secured every single workstation with a top security anti malware software in addition to implementing the best available Spam filter and Email security appliance available in the market. Lan Wan Ent. also donated a backup server to the Police Dep. to help making sure that users data are all safe and secure.
- 2. Delivering the best possible Performance:** After delivering a great reliable infrastructure we moved to the second phase of our strategy by delivering the top-notch performance to every single user at the City of Huntington Park. We setup a secure connection for remote users using the latest encryption "VPN" technologies. We upgraded the connection between the remote sites and the City Hall to the latest technology of Point to Point 5G Microwave connection, which not only delivered a way better performance but also helped cutting the cost of the old slow rusty data connections. Today the City of Huntington Park maintains the best dollar value for the performance users receive. We upgraded some switches at the police department to have a best user experience possible.
- 3. Monitoring the network:** Our network management tools will be always monitoring your network including inventory and making sure all updates are installed, scheduled virus scans are performed on time. Our disaster recovery plan includes a whole disaster recovery solution which includes a full system backup stored on a network storage box placed in BBARWA's location, to insure faster restore process. There is always an option for BBARWA to have a business continuity plan on the cloud that can be discussed later.

**B) As you consider this engagement, and in the context of your answer to the previous question, highlight the potential for things to go awry. What might they be and what suggestions do you have for mitigating the possibilities that you have identified?**

We highly recommend having Barracuda mail filter at the city hall to add more protection to eliminate spam and protect the users from any ransomware attack. Also the firewall at the city hall is not providing the highest level of security, that's why we highly recommend upgrading the Firewall to Cisco ASA with firepower. Off-Site backup is as important as having on-site backup so we also recommend considering having an off-site backup to accomplish a full disaster recovery plan to protect the data 100%.

**c. What does your firm need from us early in this relationship in order to establish the framework for a successful engagement?**

Being the existing IT Firm that serve the City, our firm has all the information and knowledge needed to continue serving the city

**D) What communication strategies have you previously employed? What makes for optimal communication alignment?**

Lan Wan Enterprise has collaborated multiple services to make sure that our clients are always supported 24/7 Onsite and Remotely as well.

For non-emergency requests you can always submit a ticket to our Service Desk Automation Service "AutoTask", all tickets are documented including communication logs and response time. Your assigned employees will have access to the system to check the real time updates on all service requests created and corresponding resolutions.

In case of Emergency our technical staff is always ready to support COHP's technical needs, For Emergency requests including after hours support, you can dial our 24/7 Hotline at (714)408-2641, your call will be answered by our NOC Help Desk. If On-site emergency help needed after hours a technician will be on COHP's site within a maximum 1 hour.

**Improvements in the network the past 2 years**

**Just to name few improvements LAN WAN Ent. Has implemented at the City hall and Police department :**

**Replace DSL Connections in all remote sites with a Wireless Point to Point and saved the City \$25K every 3 years**

- Improving employee productivity and efficiency
- Increased Bandwidth
- Lower cost ( The Saving for 3 Years \$25,416.00 )
- ROI point to point wireless bridges provide. On a 100Mbps Full Duplex wireless link the typical ROI is about 20 months.

**Police Department had no full back up in place**

LAN WAN donated a backup server and immediately implemented a successful backup system and performed a full backup jobs for all servers.

**Replacing old DVR**

Reconfigure the DVR to utilize an existing (yet not functioning) feature of Fault Tolerance, as it has not been configured by the integrator at the time the system was being put together, which make the system vulnerable to loss data.

That system is monitoring the PD 24/7 including the Jail which is very important to comply with the regulations to have it running all the time.

### **Upgraded to Barracuda Security Appliances to protect the PD along with a L# Switch for the PD**

At the PD we have recommended and add Barracuda mail security system to protect the PD which did detect and isolate some serious viruses like the ransom ware at a rate of 3-5 per week in addition to all the other threats being blocked.

Also installed and configured a layer 3 switch to enhance the backbone communication and routing which have enhanced the overall performance of the network throughput compare the an old switch that was failing causing the network to malfunction at a rate of 2 times per month.

### **Upgrade switches 100-1g**

At the PD The switches were 100 Mb/s and those have been replaced with 10 times faster switches 1000Mb/s ones to improve the performance of all the network communications.

### **Terminal server, no VPN connection, remote access**

At the PD started to incorporate the latest VPN Client to ensure the most secure connection for communication over the internet.

### **No space to store data, More storage now 250Gb 7TB.**

At the PD added more storage as SSD to increase the performance not only the capacity, while started to archive old and unneeded data to create free space with what we have already.

### **Antivirus outdated & expired**

At the PD Installed Antivirus on all servers/ Computers and maintained it up-to-date

### **Firewall firmware and security was outdated. Open ports (Unsecured)**

At the PD Firewall has been updated to the latest firmware and another one reached the end of life and needs to be replaces

### **No windows update for over a year.**

At the Police Department Servers, workstations and applications are up-to-date where we schedule the updates that can be performed without interruption to the police operations during regular administrative regular hours, and all the other updates that are expected to interrupt the system we schedule them with the Police team and dispatch to be performed during less activity hours in a window of night time where our engineers perform the updates and test the systems to make sure everything is working to the best it should be.

### **City hall had 3 different backup sets scattered in 3 locations – Unsecured**

LAN WAN Implemented a centralized Backup System in the City hall

### **Servers physically unsecured**

Bring the Data center for the Server up to the standards and physically secured the servers for authorized access only .

### **Old Surveillance Camera system**

Upgrade to new Surveillance system, migrate to IP cameras

### **VPN Site2Site was not secured**

Sites are fully secured with high security measures

### **Windows XP computers end of life support**

Upgrade all machines to Windows 7 before the end of life support for Windows XP .

### **No Power Backup**

Implemented a new Un-interrupted power supply with run time of around 2 hours to eliminate any sudden shut down for the data center and therefore eliminate server failures.

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## 8. IT Security

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- A. LAN WAN is able and will continue to provide analytical data from infrastructure analysis. Based on that data, recommendations will be made to close the gap of where the city is and wishes to be in regards to the infrastructure. Risk assessment and impact will also be provided and detailed according to current and planned improvements.
- B. Incident management can vary on a case by case basis, but follows the same general guidelines. In the case of a security breach, our first response is to identify and isolate the source of the breach and any collateral damage. This is followed by a forensics approach to gather data to identify the source of the attack as well as the vulnerability or exploit that allowed the attack. Infrastructure and application logs are a critical part of this approach in identifying the source. Data Forensics is also an important part of the process in order to find all affected aspects of a breach, to ensure complete recovery and eradication of any damages. Once all aspects of the breach have been identified the next step is to recover any data or systems affected, and develop a patch to correct the vulnerability that allowed the breach. Further performance of a penetration test or vulnerability scan to look for any other weaknesses in the infrastructure is highly recommended as a last step.
- C. The need for cyber forensics is generally only needed in the case of misuse of systems in some form. Our approach to cyber forensics is first, to configure systems in such a way to prevent misuse of systems, both from internal and external threats. In the case an incident does occur, the more data surrounding the incident, the better the results from investigation. Keeping this in mind, we configure and maintain auditing and logging in many forms such as SNMP, Syslogs, and AD Events. These sources can be used to help identify the source of misuse and all affected aspects of the incident. Our capabilities for data forensics include the location of data in hidden locations and unallocated disk space for copies of deleted, encrypted, or damaged files. LAN WAN also provides forensics in response to breaches and malware. In that scenario, full discovery of affected systems is preformed to find the scope of attack. Analysis is then run on each individual system to find intention and action preformed during the incident. This can be done in many ways including but not limited to, using audit trails, investigating file integrity, code auditing, and using syslogs. Our protocol can be broken down and simplified into 5 principle steps: Identify, Isolate, Investigate, Recover, Remediate. Another thing to consider during this process is the maintenance of the original data for use in future legal proceedings, or litigation.
- D. In order to be effective in defending against today's security threats, one must stay in touch with the development of the newest vulnerabilities. LAN WAN is able to stay abreast and up to date in this area by staying in touch with the security community. Vendor and manufacture support is vital in this arena.

Many vulnerabilities that surface today are vendor specific, and must be patched by that vendor to protect from new threats. LAN WAN stays in touch with each vendor differently. For example, Cisco is able to provide custom feeds to LAN WAN based on deployed equipment and software versions of that equipment for security vulnerabilities and bugs that may soon lead to vulnerabilities. This allows us to take immediate action once a vulnerability has been discovered to remediate and patch systems, before an incident occurs. As a business on the leading edge of security, we cannot rely alone on vendor cooperation however. Vendors are often late to the game when it comes to patching software, or discovering vulnerabilities. Threats known as Zero-Day attacks are particularly dangerous. These are vulnerabilities that have been discovered, but not known or patched by the vendor. In order to become aware on developing threats like this, we also stay involved with multiple security communities, blogs, and forums. Sources such as Dark Reading, Security Week, Common Vulnerabilities and Exposures (CVE), U.S. National Vulnerability Database (NVD), the SANS Institute, and Threatpost are vital to staying on top of IT Security.

Fully discuss how your firm, as a vendor, stays in touch with the broader security community and abreast of such developments.

E. Will you be running intrusion detection or intrusion protection on the City's network?

As noted in Section 7(b), we recommend upgrading the current firewall solution to utilize a Cisco ASA firewall appliance in conjunction with its Firepower services. This service allows for intrusion detection and prevention and global malware detection. It also offers services that can tie every network flow to a specific user and can control content that is viewed on the internet as well as applications that are allowed to communicate on the network.

F. Update recommendations to firewall hardware and software vary by deployment, but a few general recommendations can be made. First, neither hardware nor software should be used in production after End of Life (EOL). Software generally should be updated on a quarterly basis, unless a security vulnerability has been identified in the current version. In the case of a known vulnerability, immediate remediation by patching is highly recommended during the next maintenance window. Hardware should be updated based on available feature sets, and performance. This lifecycle can be set by the customer's needs, and varies greatly. The one commonality, as previously mentioned, is the need to update once hardware enters an End of Life status.

G. The City views security as a shared responsibility. As such, discuss your insurance coverage in the event of an IT security breach.

LAN WAN Enterprise has a Cyber insurance.

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## 9. Disaster Recovery

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LAN WAN has implemented various forms of Disaster Recovery in the past, and each one is unique to the customers' needs and budget. An emphasis can be placed on cost, maximum availability, and maximum protection. Cost is the first thing to consider as it will affect both availability and protection options available. Availability is the second consideration when planning for disaster recovery. If backups are stored offsite in safe locations such as Iron Mountain, recovery can be completed by restoring backups to new hardware in case of disaster. This of course would take a long time, and rate low on the availability scale. On the other hand, technologies like Fault Tolerance have absolutely no down time in the event of hardware failure, but servers must be relatively close with low network latency, which rates high for availability as there is 0 downtime, but low on protection, as a natural disaster could destroy multiple servers in a given area. For many customers finding a balance between cost, availability, and protection is a challenge.

One hybrid type deployment that works well for many customers, is deploying a two-tiered approach. This utilizes on site hardware to protect for smaller incidents, such as hardware failure to provide no downtime environments. To protect from larger catastrophes, an offsite copy can be stored in a safe place. Depending on availability requirements, this can be a cold backup copy stored offsite, to a hot copy, constantly replicated and up to date, running in the cloud. This would allow failover to a server running in the cloud, within minutes, instead of days that it may take to restore from offsite backup.

To satisfy a near perfect 100% uptime for the city, it is recommended that technologies like fault-tolerance and high-availability are in place. This would allow for minor failures in the infrastructure to go unnoticed by staff, as uptime would remain constant regardless of the failure. These technologies would be utilized within existing technologies the city relies on, such as VMware and Hyper-V resulting in low cost and immediate results.

To protect from larger catastrophes, the city can utilize offsite cold stored backups, hot backups in the cloud, replicated virtual machines, or a combination of other options based on the budget of the city.

LAN WAN has an excellent track record finding solutions that meet customers' needs to satisfy both budgetary and practical requirements, and has proven itself in recovering from various types of disasters.

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## 10. Service Level Agreement

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- A. Given the City's existing IT infrastructure and proposed scope of work, please provide a comprehensive discussion as to the service model and/or service level agreement (SLA) that you feel most appropriately meets the City's operational needs. This should include the number of hours provided per week of on-site support service for both the City and the Police Department.

### **Service Level Agreement SLA :**

LWE will utilize a combination of onsite services, remote monitoring, and remote support, to fully support City of Huntington Park\ Police Department network, while maintaining control over costs. It is estimated that \$7000 per month of service with these hours being offsite ( Remote Monitoring ) and onsite ( Onsite Support ) in order to maintain the reliability and integrity of the City of Huntington Park network, while providing a reasonable level of response time to user (City of Huntington Park) problems.

#### **A.1 Onsite Support.**

LWE systems engineers will be onsite as follow:

City hall: **24 hours a week**, 3 days a week, 8 hours/day , , at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. In addition to the onsite service, LWE will monitor the network remotely, as described below.

Police Department: **36 hours a week**, 5 days a week, at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. In addition to the onsite service, LWE will monitor the network remotely, as described below.

#### **A.2 Remote Monitoring: 24\7\365 for City hall and Police Department**

LWE will monitor the City of Huntington Park network remotely on a daily basis. Remote monitoring includes:

- Daily check of system Backup logs
- Monitor Health of the servers
- Monitor health of the firewall
- Monitor health of the Router
- Monitor health of the Virus Protection software for all servers and all workstations to ensure that there were no errors, and security breaches attempted.

#### **A.3 Remote Support.**

In the event that a problem surfaces, or if a user needs account administration support during a time that LWE is not scheduled to be onsite, LWE will remote control the servers, and the workstations and troubleshoot most network systems. LWE offer City hall and Police department a total of **8 hours** of remote (off-site) support per month as part of the monthly service fees.

In the event that remote control utilities are not sufficient to resolve the problem, LWE will provide onsite engineering services the same or next business day to address the problem on a Time and Material basis with an hourly rate of \$120\hour + traveling fees of \$60\visit.

Additional engineering services that are beyond the scope of network maintenance and support mentioned in A.1 , A.2 and A.3 (1.Onsite Support, 2. Remote Monitoring and 3. Remote Support ) will be provided on a time and material basis, at \$120.00 per hour rate. The rates are fixed on the skill set that is required rebuilding a server or for future projects that are beyond support services.

#### **B. What is the basis for your recommended service model? Specify if your recommendation is based on experience on previous similar engagements, technical best practices, staffing experience, etc.**

Based on our existing experience supporting the City and Police Department, after all the improvements LAN WAN has done in the network which led to a tremendous increase of the complexity level for both networks, LAN WAN Enterprise believes that in order to fully support both networks, existing onsite hours are not sufficient , and we propose an increase of the onsite hours .

#### **C. Describe the type of off-site support services included in the service model (i.e. Legitimate Network Operations Center, Security Operations Center, etc.).**

Lan Wan will provide 24/7 hotline to support the police department after working hours and over the weekend, to fully support the users for any emergency requests, there will be no additional

**D. Describe how your firm will facilitate a transition plan from the existing service provider in the event that the City selects a new vendor.**

No need for transition plans since we are the existing IT Firm supporting the agency currently.

**E. You are encouraged to include any additional tasks or services not included or identified in the Scope of Work, or propose modifications to the Scope of Work that you feel are necessary in order to provide the services specified in this RFP. Clearly state the reasons why these tasks or services are required, and include their cost as "Optional Costs" in the Cost Proposal.**

**VOIP Solutions**

Existing phone system has an end of life support, and few incidents happened that brought the city's phone system completely down for couple of days , and that caused a disrupt in business in additional preventing residents to contact city employees . in addition, it cost the City over \$5K to bring the system backup up.

Having a VOIP System will raise the effectiveness of communication for city hall employees in addition to the officers at the Police Department allowing them to be on top of communications, in addition to taking advantage to the below features:

- Business Continuity & Disaster Recovery
- Communications Quality Guarantee 99.99% up time
- Highest Quality & Reliability
- Integrated Communications & Analytics
- Most Complete, Flexible, & Hybrid Unified Communications Solution
- Professional Installation and Ongoing 24/7 Support
- Free Next Day Business Parts Replacement & Software Updates
- 100% Money Back Guarantee
- 30-Day Money Back Guarantee If Not Satisfied
- History of Over Four Years of 100% Uptime
- Business Continuity & Excellent Call Quality

**Access Points**

The access point in the PD needs to be mounted to gain better signal and coverage area. (The PD wanted to coordinate that with us to get it done)

**Business Continuity**

The City and the PD are the Entities that are required to manage emergencies, which in turn require that the Information technology systems/ communication system to work through and beyond emergencies and challenging time. Continuous evaluation for the PD Information Technology system and strategically plan for emergencies including long term planning keeps it up-to-date during the age of technology where changes in technologies, compliance requirements especially for public safety agencies are changing rapidly.

### **More hours to support users with the workflow**

The Fact that the City hall onsite hours are insufficient to support the complexity of the network for the main site and all satellite sites, in addition Police Department operates 24/7 there is a need to more extended hours to support the operations which help making sure the both networks are maintained properly , taking into consideration that Police Department three shifts every day and also taking in consideration the accommodation needs to be made to apply changes and updates while the systems the PD depends on should be functioning all the time or at least minimizing the down time to the least possible.

Also the intensity of technology used in the PD and the complexity of the Information technology infrastructure require more hours to be well maintained and operated.

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## 11. Other

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## 12. Pricing

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**A. Your firm’s proposal must include all pricing information relative to performing the IT support services enumerated in this RFP and consistent with your proposed service model detailed in your recommended SLA. Any cost for an additional service not specified in this RFP but that you feel are required to maintain the performance of the City’s IT infrastructure must be shown separately as an additional cost. All other costs including any indirect costs or reimbursable expenses must also be shown separately.**

1. Onsite Support.

LWE systems engineers will be onsite as follow:

City hall: **24 hours a week**, 3 days a week, 8 hours/day , , at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. In addition to the onsite service, LWE will monitor the network remotely, as described below.

Police Department: **36 hours a week**, 5 days a week, at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. In addition to the onsite service, LWE will monitor the network remotely, as described below.

2. 24\7\365 Remote Monitoring for City hall and Police Department

LWE will monitor the City of Huntington Park network remotely on a daily basis. Remote monitoring includes:

- Daily check of system Backup logs
- Monitor Health of the servers

- Monitor health of the firewall
- Monitor health of the Router
- Monitor health of the Virus Protection software for all servers and all workstations to ensure that there were no errors, and security breaches attempted.

### 3. Remote Support.

In the event that a problem surfaces, or if a user needs account administration support during a time that LWE is not scheduled to be onsite, LWE will remote control the servers, and the workstations and troubleshoot most network systems. LWE offer City hall and Police department a total of 8 **hours** of remote (off-site) support per month as part of the monthly service fees.

In the event that remote control utilities are not sufficient to resolve the problem, LWE will provide onsite engineering services the same or next business day to address the problem on a Time and Material basis with an hourly rate of \$120\hour + traveling fees of \$60\visit.

Additional engineering services that are beyond the scope of network maintenance and support mentioned above (1. Onsite Support, 2. Remote Monitoring and 3. Remote Support ) will be provided on a time and material basis, at \$120.00 per hour rate. The rates are fixed on the skill set that is required rebuilding a server or for future projects that are beyond support services.

## **Additional Commitment Items By LWE**

To show commitment to the City, LAN WAN Enterprise will go above and beyond the scope of work and offer the below bonus items with no additional charge which will add tremendous value for the City and police department in addition to improve the current infrastructure:

**BONUS ITEM #1** : LAN WAN Enterprise will configure, install and implement a new state of the art VOIP phone system and new phones to help improve the communications in both the city and police department with no additional monthly cost nor up front cost ( excluding onetime porting fees ), LAN WAN will offer the city the new phone system and phones along with the monthly service and usage for the same monthly cost the city currently pays for their malfunctioning existing phone system thru their current phone provider vendor ( ATT ) .

LAN WAN Enterprise will save the city thousands of dollars due to break\fix of the existing malfunctioning phone system , the last incident cost the city over \$5K to bring the system backup up , with our offer , there will be no additional maintenance cost aside from the monthly cost the city pays , which we will match .

LAN WAN has implemented the same phone system for several private and public sectors ,for instances City of Bell Gardens City hall and Police Department, LAN WAN have shown a tremendous success during transition in addition to the superior call quality and advanced features that city employees are taking advantage of .

**BONUS ITEM #2**

LAN WAN Enterprise will guarantee to maintain the same monthly service contract cost and will not propose any increase for the life of this contract ( 3 years ) no matter how much growth or additions in the network , for instance, adding more servers , computers , new satellite office.....etc. which will help the city keep its budget under control .

**BONUS ITEM #3**

LAN WAN ENTERPRISE will offer one of our engineers available\Stand By for 4 additional hours every week for the police departments to resolve any user issue that may arise , with no additional cost

**Based on the SLA outlined above, the cost to manage the City’s infrastructure will be as follow:**

Resource	Task	Monthly Cost
IT Services	outlined in the 10. Service Level Agreement <b>10.A.1</b> Onsite Support <b>10.A.2</b> Remote Monitoring <b>10.A.3</b> Remote Support	<b>\$23,500</b>

Additional engineering services that are beyond the scope of network maintenance and support mentioned in 10.A.1 , 10.A.2 and 10.A.3 ( 1.Onsite Support, 2. Remote Monitoring and 3. Remote Support ) will be provided on a time and material basis, at \$120.00 per hour rate and \$60 Traveling fees. The rates are fixed on the skill set that is required rebuilding a server or for future projects that are beyond support services.

The following events that are not part of Service Level Agreement (10.A.1 Onsite Support\ 10.A.2 Remote Monitoring\ 10.A.3 Remote Support) in the event it can’t be performed during our scheduled working hours for the City hall and Police Department and just to name a few are:

- ❖ Additional engineering services for instance:
  - ✓ Server Down \ Crash troubleshooting
  - ✓ DR (Disaster-Recovery) Services
  - ✓ Servers and security Appliances Failover
  - ✓ Network Down

- ✓ Project implementations

**B. Please clearly specify the markup methodology used for products purchased by your firm on behalf of the City.**



LAN WAN Enterprise is proud to announce that it has been added to Ingram Micro's 2014 SMB 500. The annual list recognizes the top 500 fastest-growing Ingram Micro U.S. channel partners serving the small and midsize business (SMB) market.

"The channel partners who earned a spot on the 2014 Ingram Micro SMB 500 are growing at rates that are three to four times the channel industry average and well above the channel average for SMB-focused resellers," says Lawrence M. Walsh, CEO and chief analyst of The 2112 Group. "The SMB 500 shows how consistent execution and collaboration with a technology distributor with broad resources and support mechanisms, such as Ingram Micro, results in accelerated growth performance and business strength."

Being recognized as one of the top 500 resellers, our buying power allow us to pass a high discount percentage on hardware and licenses to our customers, our markup percentage is usually between 7-12% .

**ATTACHMENT C**  
**DRAFT LANWAN SERVICE AGREEMENT**

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**MASTER SERVICES AGREEMENT**  
For Information Technology Support Services

THIS AGREEMENT FOR CONTRACTUAL SERVICES ("Agreement") is made and entered into this \_\_\_ day of November, 2016, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City"), and LANWAN ENTERPRISES, INC., a California Corporation ("Contractor"). For the purposes of this Agreement, may be referred to collectively by the capitalized term "Parties". The capitalized term "Party" may refer to City and Contractor interchangeably.

**1 RECITALS**

**WHEREAS**, the Contactor is a provider of IT support services and other technology support and infrastructure solutions;

**WHEREAS**, the overall background and objectives of the City and the Contactor in entering into this Agreement are set forth in the Supporting Documentation (as defined herein), if any, applicable to "Exhibit A, Statement of Work" (hereinafter referred to as "SOW") under which the Services are being provided;

**WHEREAS**, the Contactor desires to provide to the City, and the City desires to obtain from the Contactor, the Services (as defined herein) on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, and in consideration of the mutual covenants and considerations contained herein, the City and Contractor agree as follows:

**2 GUIDING PRINCIPLES**

The Parties agree that the following principles ("Guiding Principles") are important to ensure the success of their relationship. If any term or condition of this Agreement is ambiguous or unclear or if the Parties did not anticipate a particular issue, the Parties shall use the Guiding Principles to interpret or resolve the issue arising from the execution of this Agreement.

**2.1 Guiding Principles**

- (a) **Enhance IT Capabilities and Provide Consistent and Stable Infrastructure Support**  
Services will be provided in a manner that enhances the City's ability to deliver consistent, stable, high-quality, cost-effective services both internally within the City and externally to its customers with minimal interruptions and few, if any, disruptions to the City's business. Technology and processes used by the Contractor will provide the City with industry-prevailing levels of functionality and performance.
- (b) **Treatment of the City's data security as Mission Critical**  
The Contractor will make protection of the City's business is the highest priority.
- (c) **Optimize the Investment the City Makes with respect to Information Technology**

In optimizing the investment the City makes with respect to its information technology, cost control is a key objective for the City. The Contractor will be knowledgeable and mindful of cost-effective processes and technologies in order to control and assist in reducing the overall cost of services to the City.

- (d) **Maintain and Improve Technology**  
Contractor will implement industry best practices and new technologies to deliver Services to the City that allow the City to take advantage of improvements in cost-efficiencies and service functionalities, and with that objective will continually update the processes, procedures and methodologies as well as the underpinning technologies.
- (e) **Improve Business Processes, IT Service, and Standardized Processes**  
Contractor will be expected to assist the City in executing on its business objectives. Contractor will understand that technology is intended to transform the City's business processes and is not the end goal in and of itself. Accordingly, Contractor will deliver Services that are aligned with industry standards for any or all of the aforementioned processes that will assist the City in standardizing and improving its business processes, including improving the efficiencies of delivering products to its customers. The Contractor will document such processes as part of its Service delivery.

## **2.2 Relationship Management**

The overall relationship between the Parties is managed by the City's Director of Finance/Treasurer ("City Representative") and who may manage the relationship as further described in the this section.

- (a) **IT Committee**  
The City Representative may convene IT Committee made up of a representative from the Police Department, a Finance representative, a senior business manager from an impacted business unit and appropriate staff from the Contractor.

The IT Committee will be convened at the discretion of the City Representative though it is expected that such meeting shall be monthly during the transition period and subsequently on a quarterly basis or more often at the City Representative's request. These meetings are intended to discuss and address:

- i. The status of the City's IT equipment and any issues or difficulties experienced by a Party in transitioning to and/or delivering services, including role and relationship problems and communication deficiencies;
- ii. The Contractor's compliance with the service-level requirements (SLRs);
- iii. All financial arrangements, including invoices submitted by the Contractor;

- iv. The City's satisfaction with the Contractor's key personnel and other Contractor personnel;
- v. Any indications of possible future problems ("early warning signs") in delivering the Services or complying with service requirements.

The City Representative will prepare an agenda with input from each participant, including the Contractor. It is expected that the Contractor shall make its senior management personnel available as needed. The Contractor should acknowledge that the City may invite other providers of services to such meetings from time to time, when appropriate.

- (b) **Management Functions**  
From time to time, as requested by the City Representative to administer certain functional aspects of the Parties' relationship, each Party shall designate individual(s) to address various subject matters, including, without limitation, performance and process management, technology management, finance/contract management, enterprise standards management, sourcing relationship management, quality assurance management, business unit management, sourcing risk management and transition management, with such roles and responsibilities of these individuals as may be determined by the Parties at such time.

### **3 SERVICES**

#### **3.1 General**

Subject to the City's exercise of its management and oversight functions in this Agreement the Contractor shall provide the Services to the City as set forth in this Agreement at all City Sites in exchange for the City's payment of the fees. All Services within scope shall be included within Attachment A, "Scope of Work", SOW, SLA, Price, with no additional cost to the City.

Throughout the course of this Agreement, the Parties expect Services to be enhanced, supplemented and evolve through technological advancements and process improvements. The Contractor shall procure or otherwise provide all resources, tools, network facilities and other items required to provide the Services and otherwise perform its obligations hereunder, all of which shall be deemed included in the Services Fees and subject to the City's procurement guidelines.

#### **3.2 Statement of Work**

The SOW contains a detailed description of each of the services to be provided by the Contractor. The Parties may develop additional Scopes of Services reflecting new scopes for additional services as deemed necessary by the City. Such Additional Services will require the execution of an Addendum that once approved will be deemed part of this Agreement.

#### **3.3 Service Level Requirements (SLRs)**

Beginning with the effective date of this Agreement, the Contractor shall use commercially reasonable best efforts to perform all Services in accordance with,

and in such a manner as to meet or exceed requirements specified in the SLR contained in the Scope of Work. Any Services developed by the Contractor pursuant to the terms of this Agreement shall incorporate methods permitting measurement of performance-related SLRs. The Contractor shall comply with all SLRs set forth in the Scope of Work.

### **3.4 Measurement and Reporting.**

The Contractor shall measure its performance against the SLRs in accordance with the methodologies specified in the Scope of Work and shall provide a detailed, comprehensive report of its performance against the SLRs during each applicable reporting period ("SLR Reports") by the tenth (5th) Business Day following the end of the applicable reporting period. For continuing failures that occur in consecutive Measurement Intervals within a month, the Contractor shall report such failures in the month such failures commence. The Contractor shall meet with the City's Director of Finance at least monthly, or more frequently if requested by the City, to review the Contractor's actual performance against the SLRs and shall recommend remedial actions to resolve any performance deficiencies. Notwithstanding the foregoing, all reporting on SLRs shall cover the results of SLR performance during the applicable Measurement Interval, regardless of the Reporting Period, and shall not be construed to limit the Contractor's obligations to comply with all SLRs as per the applicable Measurement Interval. The City's failure to analyze and enforce SLRs shall not be deemed a waiver of such performance standards. In the case where one or more SLRs are not able to be validated as contemplated by this Section 2.3, the Parties will negotiate in good faith to establish meaningful SLR(s) to replace such SLR(s).

**Root-Cause Analysis and Resolution** – Promptly, but in no event later than **five (5) calendar days** after the Contractor's discovery of, or if earlier, the Contractor's receipt of a notice from the City regarding the Contractor's failure to provide any of the Services in accordance with the SLRs, or for the existence of an Issue, the Contractor shall, as applicable under the circumstances: (i) perform a Root-Cause Analysis to identify the cause of such failure/Issue; (ii) provide the City with a written report detailing the cause of, and procedure for correcting those failures/Issues that are under the Contractor's control; and (iii) provide the City with satisfactory evidence that the Contractor has taken or will take commercially reasonable remedial steps to ensure that such failure/Issue will not recur to the extent under the Contractor's control. To the extent the cause of failures/Issues are not under the Contractor's control, then the Contractor will suggest appropriate corrective measures to the extent commercially reasonable. The correction of any such failures/Issues shall be performed in accordance with the time frames set forth in the Scope of Work entirely at the Contractor's expense unless it has been determined, by mutual agreement of the Parties or through the Issue-resolution process specified in this Agreement, that the City (or one of its subcontractors, agents or Third Parties provided by the City) was a direct contributing cause of the failure/Issue (but excluding contributing causes of Third Parties provided by the City that are managed by the Contractor to the extent such causes arise out of the Contractor's failure to properly manage such Third Parties) and the Contractor could not have worked around the failure/Issue without expending more than commercially reasonable efforts. In such event: (i) the Contractor shall be entitled to temporary relief from its obligation to comply with the affected SLR in a timely fashion, but only to the extent and for the duration so affected; and (ii) the City shall

reimburse the Contractor for the Contractor's expenses to correct such failure/Issue, but only to the extent the City caused such failure/Issue, unless the Parties otherwise mutually agree. For purposes hereof, except as otherwise agreed by the Parties in writing, the pre-existing condition of the City's properties and systems shall not be deemed a contributing cause of any failure if the Contractor knew or reasonably should have known of such condition and has had a reasonable period of time to implement corrective measures; provided, however, that, except as otherwise agreed by the Parties in writing, and subject to the City's approval, to the extent that the Contractor first became aware of such a pre-existing condition subsequent to the Effective Date, the City shall be financially responsible for all corrective measures that are necessary to correct such condition through the Change Control Process.

Relief from SLRs – If and to the extent that: (i) the failure to provide any of the Services in accordance with the SLRs is directly caused by a Force Majeure Event; (ii) the Contractor did not have an affirmative duty under the Agreement to prevent such a failure; and (iii) with respect to Services at issue, the Contractor used all commercially reasonable efforts to promptly implement disaster recovery and/or business continuity plans, as appropriate, the Contractor shall be entitled to temporary relief from its obligation to comply with the affected SLR in a timely fashion, but only to the extent and for the duration so affected and subject to the provisions of Scope of Work. Additionally, if and to the extent that there are (i) pre-existing conditions of City Sites and systems which were unknown to the Contractor on the Effective Date; (ii) the pre-existing conditions could not be discovered upon reasonable due diligence prior to the Effective Date; and (iii) such pre-existing condition is the cause of such failure/Issue, the Contractor will be temporarily excused from a particular SLR (to the extent attributable to the pre-existing condition) and the City shall be financially responsible for corrective measures that are necessary to correct such pre-existing condition through the Change Control Process. However, unless otherwise agreed by the Parties, if the Contractor (i) knew as of the Effective Date of such pre-existing condition and has had a reasonable period of time to implement corrective measures; or (ii) reasonably should have known of the Effective Date of such pre-existing condition and is granted a reasonable period of time to implement corrective measures, no SLR relief will be granted.

Review of SLRs – The Parties agree that the SLRs will improve over time and that new SLRs may be added to reflect improvements in technology, the City's changing and/or new business requirements. Accordingly, at least once annually, the Parties expect to review and reach agreement on, among other things: (i) adjustments to the SLRs to reflect such anticipated continuous improvements in the SLRs; and/or (ii) the addition of new SLRs. In the event the Parties are not able to reach agreement on a proposed SLR modification within 60 days of a Party raising a request, the Parties will obtain the recommendation of a third party (such as a party listed in Attachment M, Measurement Charter) to provide market information regarding the reasonableness of the proposed modification. The Contractor agrees to maintain and improve SLRs from time to time in accordance with the remainder of this Section 2.3. Unless requested by the City, in no event will the SLRs be made less favorable to the City as a result of such reviews.

### **3.5 City Locations**

A list of City facilities, which may be updated from time to time in accordance with the provisions of Attachment I, Contract Management (collectively, the "City Sites") that the Contractor shall provide the Services.

### **3.6 Purchasing Support Services**

If requested by the City, the Contractor shall assist in evaluating Contractor qualifications and independence, pricing rates and discounts; and assist the City in ordering, receiving, configuring, installing, testing, maintaining and distributing technology products for which the Contractor has support obligations hereunder as and to the extent set forth in the applicable SOWs (collectively, "Procured Technology"). As between the City and the Contractor, all right, title and interest in and to each item of Procured Technology shall be vested in the City. Any request by the City to perform activities that are in addition to those described in the applicable SOWs shall be subject to the Change Control Procedures.

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### **3.7 Technology Management and Security Services**

General – The Contractor shall provide the technology management and security Services described in this Section 2.7. The Contractor shall obtain the City's prior written consent before acquiring (on the City's behalf), upgrading or replacing any asset that is used by the Contractor to satisfy its obligations hereunder if such acquisition, maintenance, upgrade or replacement could result in any material adverse change in the cost, method, manner, types or levels of Services that are then being provided to the City.

Technology Upgrades and Enhancements – The Contractor will keep all Services under this Agreement current with industry advances and leading technology standards. To that end, the Contractor may make recommendations to the City regarding hardware and software upgrades or replacements necessary to meet the SLRs and manufacturer-recommended requirements. The City shall make technology refresh and upgrade decisions in its sole discretion; however, in the event that the failure to repair or replace City-Owned Equipment in accordance with the manufacturer-recommended requirements is the direct cause of the Contractor's inability to consistently meet an SLR, then the City shall allow the Contractor a temporary waiver of Fee Reductions associated with the affected SLR, which will resume immediately upon repair, replacement or refresh of the affected City-Owned Equipment. The Parties will coordinate implementation of such upgrades and enhancements. The Contractor shall schedule all such upgrades and replacements in advance and in such a way as to prevent any interruption or disruption of, or diminution in, the nature or level of any portion of the Services. The Contractor shall supplement, modify, and enhance the Services over time to keep pace with industrywide advancements and improvements in the methods of delivering services similar to the Services. Without limiting the foregoing, the Contractor shall: (i) maintain a level of technology used to provide the Services for which the Contractor has financial responsibility; (ii) that allows the Service Recipient to take advantage of technological improvements and advances applicable to its business; (iii) is at least current with the level of technology that the Contractor uses in providing services to its other customers; and (iv) is at least current with the level of technology generally adopted from time to time in the City's industries.

### **3.8 Reports and Other Resource Materials**

General — The Contractor shall furnish reports to the City's Representative in the manner, format, and frequency set forth in the SOW. In addition to reports relating to the Contractor's performance of the Services in accordance with the SLRs and reports relating to amounts invoiced to the City, the Contractor's reports shall include, among other things, annual security assessment reporting, including reporting on unauthorized system access incidents, and reports regarding End-User Satisfaction, supplier diversity, and any other pertinent data reasonably requested by City. The Contractor promptly shall (but not later than two [2] business days after gaining knowledge thereof) inform the City's Representative of any deficiencies, omissions or irregularities in the City's requirements or in the Contractor's performance of the Services that come to the Contractor's attention. The Contractor Project Executive also shall advise the City of all other matters of a material nature that he or she believes would be helpful to the City in setting or revising its IT policies or requirements.

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Media — The Contractor shall furnish to the City's Representative all reports in hard copy and/or electronic form as agreed by the Parties.

Adjustments to Reports — The City may from time to time adjust the type, nature and distribution of reports through the Change Control Process.

Critical Milestones — The Parties have designated and may in future designate certain milestones, activities, actions and/or projects under this Agreement as Critical Milestones. If the Contractor fails to meet any Critical Milestone by the date corresponding thereto, without limiting any other rights and remedies that may be available to the City, the City shall have the right to: (i) withhold amounts due or to become due to the Contractor under the project associated with such Critical Milestone until such time as the Contractor achieves the Critical Milestone, or such other amounts as may be set forth in a specific Section; (ii) if applicable to the Critical Milestone, reduce the Fees by an amount equal to the Fee Reductions set forth in Article 6, Fees and Payment Terms.

End-User Satisfaction; Customer Satisfaction and Communication — In addition to any End-User Satisfaction and/or Customer Satisfaction survey requirements set forth in Attachment N, SOW, SLA, Price, the Contractor shall at the City's request, but not more often than quarterly, conduct End-User Satisfaction and/or Customer Satisfaction surveys in accordance with this Section 2.9. The proposed surveys (including the underlying instrument[s], methodology and survey plan) shall be subject to the City's review, comments and approval and shall cover a representative sample of the End-Users and/or Customers. The City shall provide reasonable assistance to the Contractor to: (i) identify the appropriate sample of End-Users and/or Customers; (ii) distribute the surveys; and (iii) encourage participation by such End-Users and/or Customers in order to obtain meaningful results. The Contractor shall report the results of the surveys separately from each of the End-Users or groups of End-Users as may be specified by the City, and the Contractor Project Executive shall review the results of each survey with the City within thirty (30) calendar days following the mutually agreed deadline for completion and return of the survey. Not later than thirty (30) calendar days following each review session, the Contractor shall provide to the City an action plan for addressing any problem areas identified in the survey results. In the event

of any significant reduction in personnel, change in delivery model or change to user interface which may have a significant effect on the City End-User experience, the Contractor will submit in writing to the City for its review, revision and/or approval a plan outlining the communication and expectation management that the Contractor will undertake prior to such event to ensure a smooth transition and absence (or minimization) of disruption of business for the City.

Cooperation with the City and Third Parties — The Contractor acknowledges that the City operates in a multi-provider environment and that a material element of the Services is the willingness to cooperate and work with other providers selected by the City. Accordingly, the Contractor shall cooperate fully with all Third Parties designated by the City, and shall disclose such information to the City and Third Parties relating to the Contractor as may be reasonably required or necessary to perform the Services or as requested in writing by the City. All such disclosures shall be subject to the confidentiality provisions of Article 13, Security and Confidentiality.

Non-Exclusivity — This Agreement is a non-exclusive relationship and the City shall not be precluded from obtaining services from any other provider that may be similar or identical to the Services. In addition, if the Contractor requests additional compensation or renegotiation of standard unit rate (SUR) charges and/or install, move, add, change and disposal (IMACD) fees for any Out of Scope Service Request (as further described in Attachment A, SOW, SLA, Price, the City shall be entitled, at its sole discretion, to solicit bids and award the applicable Service Request to another provider.

## **4 PERSONNEL**

### **4.1 Consultant Personnel**

This section describes the documentation of personnel terms and conditions, including, but not limited to, affected and selected employees, minimum proficiency levels, training, supervision, conduct, and the management and solicitation of personnel.

### **4.2 Designation of Key Personnel**

Each of the Key Personnel is designated in, and shall have the functions assigned to him or her as set forth in, Exhibit B – Key Personnel. Exhibit B may be modified from time to time in accordance with this Agreement and shall be deemed modified upon:

- (a) The City's designation in writing of acceptance of additional or replacement of Key Personnel
- (b) Any approved replacement or substitution of a new person for any Key Personnel by both Parties

The assignment, hiring or designation of any person to fill the position or perform the duties provided by any Key Personnel will be done so under the guidelines of Exhibit B.

#### **4.3 Specialized Personnel**

As appropriate to its provision of Services, the Contractor shall ensure that applicable Contractor personnel (and the personnel of any Subcontractors) are trained, qualified and available to perform assigned services required in work areas, such as specific health, regulatory (including, without limitation, Sarbanes-Oxley Act, HIPAA, and other regulations identified by the City), and security or safety-related expertise, all as may be consistent with the City's regulatory and compliance-related policies and practices as communicated to the Contractor.

#### **4.4 Personnel Requirements**

- (a) The Contractor acknowledges and agrees that it is responsible for providing sufficient staff resources to perform its obligations under this Agreement.
- (b) Contractor personnel shall be subject to security clearances and provided with safety training by the Contractor and the City for consistency with any applicable policies and/or practices of the City that are applicable to the City's third-party contractors.
- (c) All costs and expenses associated with providing, equipping and retaining Contractor staff and other personnel are included in the Services Fees, including, without limitation, all wages (including overtime payments), benefits of employment, applicable payroll taxes and all associated staffing costs, such as training and education, office supplies, PC or laptop, refreshments, travel and lodging costs (including all travel and lodging costs that may be associated with providing the Services, regardless of location), and recruiting and relocation expenses.
- (d) At the end of every six-month period after the Effective Date of the Agreement, the Contractor shall provide the City with a written list of all Contractor and Subcontractor personnel who interface with the City on a regular basis or are otherwise assigned to perform the Services at an City location and whose time is primarily dedicated to providing Services hereunder. The contents of the written list shall include the names of personnel, dates of placement, assignment addresses, assigned duties and responsibilities, and the names of the person to whom they are required to report.

#### **4.5 Material Changes to Staffing**

Except with respect to Key Personnel, the Contractor is free to determine the geographic location of its personnel, so long as all Service-Level Requirements (SLRs) are met or exceeded. However, if the Contractor plans to change a service center location or a service model, or make changes related to the makeup, manner or staffing levels of Contractor personnel who have regular direct contact with the City End User, the Contractor will do so only after presenting and receiving approval from the City regarding its changes and the management plan associated with such changes. Such approval may be withheld at the City's sole discretion if the City reasonably determines that such changes will adversely impact the City.

#### **4.6 Removal/Replacement of Key Personnel**

- (a) Removal/Replacement of Key Personnel by Consultant
- i. All Key Personnel shall be assigned to perform the Services (for example, full-time assignment or otherwise) as needed to ensure that the Services contemplated hereunder are provided in an efficient and timely manner according to the plans and timelines expressed in Article 2 — Services.
  - ii. Without the City's prior written consent, the Contractor shall not: (i) undertake any action with respect to any Key Personnel that would result in the alteration or reduction of time expended by such Key Personnel in performance of the Contractor's duties hereunder; or (ii) for a period of 18 months generally, and 24 months (Gartner observations) in the case of initially assigned Key Personnel, from a Key Personnel's initial assignment date, transfer, reassign or otherwise redeploy any Key Personnel from performance of the Contractor's duties under this Agreement, except in the case of a voluntary termination or a For Cause termination.
  - iii. If any of the Key Personnel becomes incapacitated, voluntarily terminates his or her employment with the Contractor (and/or any of the Contractor's Affiliates or Subcontractors), is terminated For Cause by the Contractor, or is transferred, reassigned or redeployed with the consent of City, within a reasonable period of time, the Contractor shall replace such person with another person approved by the City who is at least as well qualified as the person being replaced as promptly as is practical under the circumstances, provided, however, that the Contractor shall (i) at a minimum, assign a temporary replacement within two business days, and (ii) remain responsible for providing all activities for which the departed Key Personnel were responsible in a timely fashion, notwithstanding such departure.
  - iv. Whether or not the City consents to any reassignments or replacements of the Contractor Project Executive, the Contractor will use its best effort to ensure continuity and avoid disruption in the roles and activities for which the Contractor Project Executive is responsible.

(b) Removal of Key Personnel by City

If the City believes that the performance or conduct of any Person employed or retained by the Contractor to perform the Contractor's obligations under this Agreement (including, without limitation, Key Personnel) is:

- Unsatisfactory for any reason
- Has violated an City's personal safety, security or compliance requirements
- Is not in compliance with the provisions of this Agreement

The City shall notify the Contractor in writing, and the Contractor will promptly address the performance or conduct of such Person, or will promptly replace such Person with another Person acceptable to the City and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

(c) Removal of Key Personnel by City (Additional)

The City shall not be responsible for any relocation expenses arising from any relocation activities involved in the Contractor complying with this Section or any other term or condition of this Agreement.

#### 4.1 **Minimum Proficiency Levels**

- (a) Key Personnel, and all other personnel assigned by the Contractor or its Subcontractors to perform the Contractor's obligations under this Agreement, shall have experience, training and expertise sufficient to perform their assigned portion of the Contractor's obligations under this Agreement, including, without limitation, the Contractor's obligations with respect to the SLRs.
- (b) With respect to Service Rates for work charged on a time-and-material basis, the Contractor will assign personnel possessing the minimum required proficiency or skills to accomplish the work and, in any event, will only charge the City at the Service Rates applicable to resources that have been approved for such work.
- (c) The City may request proof of completion of training classes and certifications for such training, proficiency and skill under Article 7 — Record Keeping and Audit Rights.

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#### 4.7 **Training**

- (a) The Contractor shall provide, and cause its Subcontractors to provide, all such training to the employees of the Contractor and its Subcontractors as may be useful or necessary for them to perform all the Contractor's duties under this Agreement (including technical training, as well as training regarding applicable administrative matters, such as training regarding City-specific policies and standard operating procedures).
- (b) Such training shall be provided at the sole expense of the Contractor, unless the City introduces a new system, process and/or application, in which case, the City will be responsible for all training costs to the Contractor so the Contractor is able to support the new system, process and/or application.
- (c) If the Contractor's employees are invited to attend City-provided safety or facility training, the Parties will cooperate to ensure the sufficiency and adequacy of such training for the purposes of that employee's work at the given City facility.

#### 4.8 **Supervision and Conduct**

- (a) Except as expressly set forth herein, neither the Contractor nor the Contractor's employees, Subcontractors or other agents of the Contractor are, or shall be deemed to be, employees of the City.
- (b) The Contractor or, with respect to persons who work for a Contractor Subcontractor, the applicable Contractor Subcontractor(s) will be responsible for their own staff assigned to provide Services under this Agreement, and, subject to this Article 3, the Contractor (directly or through the Contractor Subcontractors) will have the sole right to direct and control the management of such staff.

- (c) The Contractor and the Contractor's Subcontractors will: (a) determine and pay all applicable wages and salaries, including applicable overtime and other premium pay; (b) provide welfare and retirement benefits, as it deems necessary or desirable; (c) comply with applicable tax laws, including income tax and employment tax withholding laws; (d) comply with all applicable laws governing the relationship between the Contractor or the Contractor's Subcontractors and their respective employees, including laws relating to accommodation of disabilities, equal pay, provision of leave (for example, Family and Medical Leave Act, jury duty and so on), unlawful discrimination, as well as wage and hour law requirements; (e) comply with all workers' compensation insurance coverage laws; (f) file all applicable reports with federal, state and local agencies and authorities as required by law; (g) maintain all required employment records, including I-9, personnel and medical files consistent with applicable law and customary business practices; and (h) comply with all applicable equal employment opportunity laws.
- (d) While at or on the premises of the City, personnel of the Contractor and the Contractor's Subcontractors will (a) conduct themselves in a businesslike manner and (b) comply with the requests and standard rules of the City regarding safety and health and personal, professional and ethical conduct (including, without limitation, those contained in the City's employee manuals and other written policies and procedures, including those set forth in Addendum G-1 [City's Ethics and Business Conduct Policy]) of Attachment G — Human Capital Management Plan as may be required for such locations.

#### **4.9 Management**

The Contractor agrees to be responsible for managing the personnel assigned to the City's engagement, including the hiring and developing of employees so that they are productive to the City. The managing responsibilities include communicating with all Contractor employees at all levels, and managing all Contractor personnel in their day-to-day activities, ensuring that the Contractor's levels of performance established in this Agreement are met.

#### **4.10 City Personnel Obligations**

The successful completion of the services and deliverables are dependent in part upon the participation of the City's management and personnel. Designated City Personnel and/or Third Parties will be available according to the project timelines and/or service's roles and responsibilities.

#### **4.11 Solicitation**

- (a) During the Term plus twelve months, neither party, without the prior written consent of the other, may solicit for employment any employee of the other who is involved in the performance of this Agreement.
- (b) Notwithstanding the foregoing, the Contractor, City or a designee of the City (the "Recruiting Party") will not have violated the terms set forth in the

preceding sentence if an employee of the other Party (a) responds to a general solicitation for employment issued by the Recruiting Party, such as a newspaper advertisement in applicable trade journal, a posted advertisement at one's own facility or in a regular publication (such as newsletter or classified) of the Recruiting Party where such jobs are typically posted (internal HR and job posting), or (b) is contacted by a recruiter for the Recruiting Party, where the recruiter has not been instructed by the Recruiting Party to target the employees of the other Party.

#### **4.12 Other Personnel Requirements**

- (a) Support of City Meetings
  - i. The Contractor understands that its personnel assigned to perform the Services will be invited to City-initiated meetings from time to time to provide subject matter expertise.
  - ii. The Contractor will encourage and support such Contractor personnel who are subject matter experts in particular areas to make them available, on a reasonable basis during normal business hours, to support such meetings and provide expertise as may be desirable to support the City's business goals.
- (b) Facilities Subject to Collective Bargaining Agreements
  - i. The Contractor acknowledges that a number of City facilities are, or may be, subject to collective bargaining agreements ("Labor Agreements").
  - ii. If a facility is, or may be, subject to a Labor Agreement, the Parties agree to cooperate to comply with the requirements of such Labor Agreements and, to the extent that Services that may be "in scope" for the purposes of this Agreement are also subject to performance by the local union in accordance to a Labor Agreement, the Contractor shall provide a reasonable credit for Services that may be performed by a union, in accordance with a Labor Agreement to the extent that the Contractor is able to de-scope associated resources.

### **5 ASSETS AND THIRD PARTY CONTRACTS**

#### **5.1 City Owned Equipment**

- (a) It is the intent of the Parties that the City will provide and retain ownership of the assets, inclusive of asset maintenance agreements which have been in ownership of, or in lease by, the City at the Effective Date.
- (b) When the lease expires or the City-owned Equipment has reached the end of its useful life, the Contractor shall de-install (per the Services as defined in Article 10, Disentanglement to this Agreement) and dispose of or provide other disposition of such item of equipment per the City's reasonable directions and at the City's expense. The City-owned Equipment will remain the property of the City, however, to the extent set forth in Attachment A, SOW, SLA, Price, whereby assets are listed as retained or purchased as defined in this Agreement.

- (c) The Contractor shall be responsible for managing the City-owned Equipment.
- (d) The Contractor is responsible for updating the City-owned Equipment, to include any additional City-owned Equipment, made available by the City for the Contractor's use in providing the Services. For the avoidance of doubt, the City will retain financial responsibility for upgrades and updates to City-owned Equipment.
- (e) Notwithstanding the location of any City-owned Equipment at a Contractor or other non-City facility, or the failure to list any item of City-Owned Equipment in Attachment N, SOW, SLA, Price to this Agreement, all right, title and interest in and to any City-owned Equipment will be and remain with the City, and the Contractor will have no title or ownership interest in such City-owned Equipment.
- (f) The Contractor will provide the City with reasonable access to all City-Owned Equipment located at a Contractor or other non-City facility, and, notwithstanding any contrary terms that may be contained herein, will be responsible for all costs and expenses associated with repair or replacement of any City-owned Equipment or any part thereof damaged (reasonable wear and tear excepted) by the Contractor, its employees, Subcontractors, agents or invitees (excluding the City).

## **5.2 Installation and Procurement of City-Owner Equipment**

Under the reasonable instruction of the City, the Contractor will arrange for installation of each item of City-Owned Equipment used in connection with Services to such location(s) as may be mutually agreed to by the Parties.

## **5.3 Maintenance of City-Owned Equipment**

- (a) As more specifically provided in the applicable Statements of Work, The Contractor shall serve as the City's agent in coordinating and executing against such maintenance and lease agreements that the City may enter into with equipment vendors. To the extent specifically so provided in the Statements of Work, the Contractor is responsible for the routine and preventative maintenance of all City Equipment and the City will have financial responsibility for parts, equipment, repair and refresh costs for all City-Owned or City-Leased Equipment after installation at a City location;
- (b) provided, however, that the Contractor will be responsible for all costs and expenses of repair or replacement to correct any damage to such Equipment or any part thereof (reasonable wear and tear excepted) caused by the Contractor, or one of the Contractor's employees, agents or invitees.

## **5.4 Return of City-Owned Equipment**

At the end of the Term, the City and the Contractor shall arrange for the return and/or acquisition of all City Equipment, subject to the provisions of Article 10,

Disentanglement of this Agreement. Unless a different return date is agreed by the Parties, immediately upon expiration or termination of this Agreement, the Contractor will return each item of City-Owned Equipment and City-Leased Equipment to the City the same condition it was in when initially provided to the Contractor, reasonable wear and tear excepted.

**5.5 Consultant Equipment**

- (a) Unless specifically noted, all equipment used by the Contractor which is not physically located at a City's facilities shall be assumed to be Contractor Equipment. Notwithstanding the location, all personal desktops, laptops, mobile devices, and any other equipment or assets used for the administration of the Services by the Contractor shall be deemed Contractor Equipment regardless of its location at a City's facility.
- (b) All right, title and interest in and to any such Contractor Equipment will be, and remain, with the Contractor, and the City will not have any title or ownership interest in the Contractor Equipment.
- (c) The Contractor shall provide Contractor Equipment for use by Contractor employees for the City's benefit, at no additional charge to the City.
- (d) The Contractor will arrange for, and will determine the mode of transportation and installation of each item of Contractor Equipment to such location(s) as may be mutually agreed to by the Parties. The Contractor shall be responsible for the costs associated with the relocation and reinstallation of any Contractor Equipment regardless of whether the relocation is prompted by the City or by the Contractor.
- (e) The Contractor will be responsible for maintaining, safekeeping and properly insuring all Contractor Equipment after installation at a City's location.
- (f) 4.5.6 At the end of the Term, the City and Contractor shall arrange for the return and/or acquisition of Contractor Equipment, subject to the provisions of Article 10, Disentanglement of this Agreement.

**5.6 City-Owned Software**

- (a) 4.6.1 The applicable Appendices to the SOW to this Agreement set forth the City-Owned Software.
- (b) 4.6.2 All right, title and interest in and to the City-Owned Software shall remain with the City and/or its Affiliates, and the Contractor will have no ownership interests or other rights in the City-Owned Software, provided that the City grants to the Contractor the right to use and otherwise access the City-Owned Software solely as necessary to provide the Services.
- (c) The City-Owned Software will be made available to the Contractor in such form and on such media as the Contractor may reasonably request, together with existing documentation and other available materials.

- (d) If the Contractor is authorized to make any changes to any City-Owned Software, such changes will be authorized by the City's Representative in accordance with existing policies and procedures. The Contractor will document any such changes, and all such changes shall constitute City-Owned Software.
- (e) Without the City's prior written permission, the Contractor will not access or use the City-Owned Software for any purpose other than the provision of Services hereunder. All matters associated with City-Owned Software shall be subject to Article 12, Proprietary Rights, Article 14, Legal Compliance and Article 15, Indemnification.

### **5.7 City-Licensed Third-Party Software**

- (a) The applicable Appendices to the Statements of Work set forth the Third Party software licensed by City that is expected to be contractually assigned to Contractor for use in providing the Services ("City Third Party-Assigned Software").
- (b) The City shall attempt, but shall not be obligated, to effectuate assignments of all such licenses to the Contractor. If, after exercising commercially reasonable efforts to do so, the City is unable to effectuate a license assignment for any City Third-Party-Assigned Software, such software shall become subject to the terms and conditions set forth in Article 5, Retained Authorities to this Agreement.
- (c) If the Parties agree that any item of software inadvertently was omitted from the Appendices to the Statements of Work, at the City's request, the Parties shall cooperate to effectuate the assignment of such item of software to the Contractor.

### **5.8 City Third-Party Managed Software**

- (a) The applicable Appendices to the SOW to this Agreement set forth the Third-Party Software licensed by the City that is expected to be physically transferred, but not contractually assigned, to the Contractor so that the Contractor can execute and manage such software in order to provide the Services to the City.
- (b) The City will attempt to secure the appropriate consents and approvals required to enable the Contractor to perform its obligations relating to City Third-Party-Managed Software, when and if required.
- (c) The City may at any time exercise reasonable control over the Contractor's actions with respect to such Third Parties as it relates to the provision of Services.
- (d) All right, title and interest in and to the City Third-Party-Assigned Software and City shall remain with the applicable Third Party/Parties. The Contractor will not use any such Third-Party Software for any purpose other than the provision of Services hereunder.

- (e) If any consents or approvals under assets and third-party contracts are required to be obtained but are not reasonably available, the City will not be required to obtain them, and the City and Contractor agree to negotiate in good faith as to the impact of the lack of consent and to produce a reasonable alternative.
- (f) The City will pay all required license and maintenance fees with respect to the City Third-Party-Managed Software. The City will determine whether to purchase applicable upgrades.
- (g) Except as otherwise specified, the Contractor shall be responsible for all costs and expenses associated with the installation, implementation and support of the City Third-Party-Managed Software including, without limitation, applying upgrades. Nothing contained in this Agreement will require either Party to violate the proprietary rights of any Third Party with respect to any City Third-Party-Managed Software.

### **5.9 Consultant-Owned Software**

- (a) The Contractor will not use any Contractor-Owned Software to provide the Services without first notifying the City of such proposed use and obtaining the City's written consent to such use. Provided the City consents to such use, the Contractor shall grant to the City a non-exclusive, non-transferable, fully paid, royalty-free, worldwide license for the City and its Affiliates to use, or receive the benefit of the use by the Contractor of, such Contractor-Owned Software during the Term and the period of performance of Article 10, Disentanglement as necessary to receive the Services.
- (b) The cost of any required license, installation, maintenance, support and/or upgrade fees with respect to any Contractor-Owned Software shall be deemed to be included in the Services Fees. All right, title and interest in and to the Contractor-Owned Software (including Derivative Works that contain Work Product) shall remain with the Contractor.
- (c) For the avoidance of doubt, the Contractor's creation of a Derivative Work of Contractor-Owned Software that incorporates City Data, City Confidential Information, City-Owned Software, or City-Owned Work Product (collectively, "City Content") will not by virtue of such incorporation create in the Contractor's favor any right or license to such City Content. Further, the Contractor's use of Derivative Work containing City Content shall be subject to the same restrictions and limitations that are otherwise applicable to City Content under this Agreement until such City Content has been removed from such Derivative Work.

### **5.10 Consultant-Licensed Third-Party Software**

- (a) The Contractor will not use any Contractor-Licensed Third-Party Software to provide the Services without notifying the City prior to such use and obtaining the City's written consent to such use.

- (b) Provided the City consents to such use, the Contractor shall ensure that the City and its Affiliates are properly licensed or otherwise authorized to use, or receive the benefit of the use by the Contractor of, such Contractor-Licensed Third-Party Software.
- (c) The cost of any required license, installation, maintenance, support and/or upgrade fees with respect to any Contractor-Licensed Third-Party Software shall be deemed to be included in the Services Fees.
- (d) In connection therewith, the Contractor shall use commercially reasonable efforts to cause the applicable Third Party to grant to the City a non-exclusive, non-transferable, fully-paid, perpetual, irrevocable, royalty free, worldwide license for the City and its Affiliates to use, or receive the benefit of the use by the Contractor of, such Contractor-Licensed Third-Party Software. Subject to Article 10, Disentanglement, all right, title and interest in and to the Contractor-Licensed Third-Party Software (excluding Derivative Works that contain Work Product) shall remain with the applicable Third Party.

#### **5.11 Assigned Agreements**

- (a) With the exception of software license agreements, Attachment I, Contract Management sets forth the written support, maintenance and other agreements that are expected to be assigned to the Contractor for use in providing the Services. If any agreement inadvertently was omitted from Attachment I, Contract Management, at the City's request, the Parties shall work together in a cooperative manner to effectuate the assignment of such agreement to the Contractor. If the City is unable to effectuate an assignment of any such agreements, then such agreements shall become subject to the terms of Article 5, Retained Authorities;
- (b) Provided, however, that the Contractor will credit to the City fees and expenses paid by the City to the applicable Third Party under such agreements to the extent that such fees and expenses displace fees and expenses that the Contractor would otherwise incur. The City and Contractor will work together to minimize or eliminate redundant costs and expenses.

#### **5.12 Managed Contracts**

- (a) With the exception of software license agreements, Attachment I, Contract Management sets forth the support, maintenance, lease and other agreements that will be managed by the Contractor as part of the Services (collectively, the "Managed Contracts"). If any agreement was omitted inadvertently from such a Schedule, at the City's request, the Parties shall add such agreement to Attachment I, Contract Management.
- (b) The City will attempt to secure the appropriate consents and approvals required to enable the Contractor to perform its obligations relating to the Managed Contracts. If any such consents or approvals are not reasonably available, the City will not be required to obtain them, and the City and

Contractor agree to negotiate in good faith as to the impact of the lack of consent and to produce a reasonable alternative.

- (c) The City hereby appoints the Contractor to act during the Term as its single point of contact for all matters pertaining to the Managed Contracts, and with the City's approval, the Contractor promptly will notify all appropriate Third Parties of such an appointment.
- (d) The City may at any time exercise reasonable control over the Contractor's actions with respect to such Third Parties as it relates to the provision of Services. The City will retain responsibility for all payment obligations, including all related fees, expenses, and maintenance, with respect to the Managed Contracts. Excluding contracts that: (a) were inadvertently omitted; and (b) maintenance agreements for equipment for which the Contractor will have operational management control, the Parties will review and incorporate such additional contracts, if appropriate, through the Change Control Process.

### **5.13 Further Assurances**

The City and Contractor agree to execute and deliver such other instruments and documents as either Party reasonably requests to evidence or effect the transactions contemplated by this Article.

### **5.14 Use of City Facilities**

- (a) The City shall provide reasonably necessary office space, furnishings, and storage space (the "City Facilities") to the Contractor's on-site personnel performing Services at all Locations throughout the Term. The Contractor acknowledges that due to space and resource constraints office spaces provided for Contractor personnel may be smaller or otherwise different in character as the office space regularly provided to City employees; provided, however, that such spaces and resources shall be reasonably adequate and appropriate given the intended use of such spaces and resources.
- (b) Additionally, the office space, furnishings, storage space, and assets that are installed or operated on the City's premises and any supplies allocated, are provided "AS IS, WHERE IS," and are to be used exclusively for the performance of Services for the City.
- (c) The City shall provide the Contractor with reasonably unencumbered access to such facilities as is reasonably required for the Contractor to provide the Services. Any furnishings (other than basic office furnishings) and office supplies for the use of the Contractor's (and its Subcontractors') personnel are the exclusive responsibility of the Contractor.
- (d) The Contractor shall be entitled to make improvements to any space where the Contractor's personnel are performing Services on-site at a Location, provided that: (i) such improvements shall have been previously approved in writing by the City (which may be withheld at the City's sole discretion); (ii) such improvements shall be made at no cost to the City; (iii) any

Subcontractors used by the Contractor to perform such improvements shall have been identified or otherwise approved in writing by the City; (iv) the City shall be granted, without further consideration, all rights of ownership in such improvements; and (v) the Contractor shall otherwise comply with the provisions of this Agreement.

**5.15 Specific Hardware and Carrier Charges**

The City shall provide telephone and modem lines, telephones and network access, as may be necessary for the Contractor and Contractor personnel in order to provide the Services. However, the Contractor shall be responsible for maintenance, management, and safekeeping (including repair and replacement) of such City Equipment used by Contractor personnel.

**5.16 Access to Personnel and Information**

The Parties shall cooperate with each other in all matters relating to the Contractor's performance of the Services. With respect to the City, such cooperation shall be limited to providing, as reasonably required by the Contractor for the performance of the Services, access to the City's administrative and technical personnel, other similar personnel, and network management records and information.

**5.17 Other Facility-Related Obligations**

- (a) Except as expressly provided in this Agreement, the Contractor shall use City Facilities for the sole and exclusive purpose of providing the Services. Use of such facilities by the Contractor does not constitute a leasehold interest in favor of the Contractor. The Contractor shall use City Facilities in a reasonably efficient manner.
- (b) The Contractor, and its Subcontractors, employees, and agents, shall keep City Facilities in good order, shall not commit or permit waste or damage to such facilities, and shall not use such facilities for any unlawful purpose or act. The Contractor shall comply, and shall cause its Subcontractors and employees to comply, with all applicable laws and regulations, including all the City's safety training, standard policies and procedures that are provided to the Contractor in writing regarding access to and use of City Facilities, including procedures for the physical security of City Facilities. The Contractor shall not make any improvements or changes involving structural, mechanical, or electrical alterations to City Facilities without the City's prior written approval.
- (c) When City Facilities are no longer required for performance of the Services, the Contractor shall return such facilities to the City in substantially the same condition as when the Contractor began use of such facilities, subject to reasonable wear and tear. The Contractor shall not cause the breach of any lease agreements governing use of City Facilities, and shall cease any activity that constitutes a breach of any lease agreement promptly upon written notification by the City.

### **5.18 Third-Party Approvals**

The Contractor shall identify, and the Contractor, with the City's reasonable assistance, will take all actions reasonably necessary to obtain any consents, approvals or authorizations from Third Parties as required for the Contractor to perform the Services hereunder. If any consents or approvals under this Agreement are required to be obtained but are not reasonably available, the City will not be required to obtain them, and the City and Contractor agree to negotiate in good faith as to the impact of the lack of consent and to produce a reasonable alternative.

## **6 RETAINED AUTHORITIES**

### **6.1 General**

The City will retain the exclusive right and authority to develop the City's IT strategy and architecture, and to determine, alter and define any or all the City's requirements and operational and/or business processes and procedures. The City will have the right to approve or reject any or all proposed decisions regarding infrastructure design, technical platform, architecture and standards and, subject to the change management procedures that relate to the SOW, will be developed as part of the Process and Procedures Manual, and will have the right and authority to cause the Contractor at any time to change any or all such decisions.

### **6.2 Specific Retained Authorities**

- (a) **Strategic and Operational Planning**  
The City will retain exclusive authority, discretion and rights of approval concerning strategic and operational planning.
- (b) **Architecture**  
The City will retain exclusive authority, discretion and rights of approval concerning the architecture, which will determine the long-term technical direction of the City's infrastructure based on business need and the evolution of technology and timing of its implementation.
- (c) **Service Design and Delivery**  
The City will retain exclusive authority, discretion and rights of approval concerning City-facing service design and delivery that integrate directly with the City's processes.
- (d) **Moves, Adds, and Changes**  
The City will retain exclusive authority, discretion and rights of approval concerning move, add and change ordering activities.
- (e) **Business Process Re-engaging**  
The City will retain exclusive authority, discretion and rights of approval over any business process re-engineering opportunities that the Contractor identifies. Regardless of anything contained in this Section 5.2.5 or anywhere else in this Agreement to the contrary, the City will retain sole control over its business operations.

- (f) **Budget Management**  
The City will retain exclusive authority, discretion and rights of approval concerning the management of the City's annual budget for all the City's operations, using the Contractor's estimates for the Services included in the scope of this Agreement and for additional services planned or anticipated throughout the Term.
- (g) **Validation and Verification**  
The City or City delegates will retain exclusive authority, discretion and rights of approval concerning verification activities related to key projects and operational processes.
- (h) **Review and Acceptance**  
The City will have the right to review and accept or reject all components, deliverables and systems that the Contractor is obliged to provide the City in terms of this Agreement or applicable Service Request, in terms of the methodology detailed in the Process and Procedures Manual. Neither the City's conditional nor final acceptance will mean that the City has waived any right to assert claims based on defects, which applicable test procedures could not detect and which were subsequently discovered in a component, deliverable or system after the City's had already accepted them.
- (i) **Contractor Management**  
The City will retain exclusive authority, discretion and rights of approval concerning verification activities related to the Contractor performing its obligations of the Contractors supporting the City.

## **7 FEES AND PAYMENT TERMS**

### **7.1 General**

As the sole and entire financial consideration for all the Services to be performed by the Contractor and any other obligations hereunder, the City will pay to the Contractor the amounts set forth in this Article 6.

Except as otherwise expressly stated in this Article 6, the City will not pay the Contractor any additional fees, reimbursements or expenses for labor and general business expenses (including travel, meals and overhead expenses) for the Services and other obligations of the Contractor hereunder.

- (a) **Pricing Model**
- i. The Contractor will charge the agreed fees set forth in Exhibit C – “Fee Schedule”.
  - ii. Section 6.1.1(a) notwithstanding, Contractor's total compensation during the term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$825,000 (hereinafter the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the City acting in consultation with the City Manager and Director of Finance. In the event that the Contractor's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the term or any single extension term, City may

suspend the Contractor's performance pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City-approved amendment to the Fees and Payment terms of this Agreement.

Included in fees are only those items stated in the SOW, including, but not limited to, all planning, coordination and oversight of work, a service tower solutions architect, preventative maintenance, patches, circuit management, account management, and all cross-functional services work associated with the applicable service tower and all other Services reasonably within the respective statements of work.

(b) Taxes

The Parties' respective responsibilities for taxes arising under or in connection with this agreement will be as follows:

- i. Each Party represents, warrants and covenants that it will file appropriate tax returns, and pay its properly applicable taxes owed arising from or related to the Services in applicable jurisdictions.
- ii. The Contractor represents, warrants and covenants that it is registered with and will collect and remit sales/use and other applicable taxes in all applicable jurisdictions where it is providing goods or services and where it is required to be so registered.
- iii. Each Party will be responsible for all income taxes imposed on it and all taxes imposed on it in lieu of income taxes (for example, Washington Business and Occupation Tax, and Ohio Commercial Activity Tax).
- iv. Each Party will be responsible for any sales, lease, use, personal property or other similar taxes on equipment, software or other property it owns or leases from a third party and/or for which it is financially responsible under this Agreement. Should the Contractor be required to collect from the City any such taxes, the Contractor will properly remit such taxes to the appropriate taxing authorities.
- v. The Contractor will be responsible for all sales, service, value-added, lease, use, personal property, excise, consumption, and other taxes and duties payable by the Contractor on any goods or services acquired and used or consumed by the Contractor in providing the Services where the tax is imposed on the Contractor's acquisition and/or use of such goods or services.
- vi. The Fees are exclusive of applicable sales/use, services, excise, consumption, value-added, general sales tax (GST) and other transaction taxes imposed on the Services. The Contractor will calculate, collect and remit to the applicable taxing jurisdiction all sales/use, service, excise, consumption, value-added, GST and other transaction taxes imposed on the Services. Such taxes will be invoiced to the City, and the Contractor will delineate such taxes as a separate line item on the invoices. If and to the extent that the City is exempt from any such tax, it will provide evidence of exemption

therefrom, and the Contractor will comply with the City's reasonable direction with respect to the City's obligations hereunder.

- vii. The Parties will cooperate fully with each other to enable each to accurately determine its own tax liability and to minimize such liability to the extent legally permissible and practicable within the context of the capabilities of the Contractor's normal invoicing system and the invoicing practices contemplated by the Parties. The Contractor's invoices, or a separate report, will separately state the charges that are subject to taxation and the amount of taxes included therein by applicable state. Each Party will provide and make available to the other any resale certificates; information regarding out-of-state or out-of-country sales or use of equipment, materials, or services; and other exemption certificates or information reasonably requested by either Party. At the City's request, the Contractor will provide the City with written evidence of the Contractor's filing of all required tax forms and returns required in connection with the sales/use and transaction taxes collected from the City, and its collection and remittance of all applicable taxes. Such evidence need not consist of copies of the actual tax forms and returns filed by the Contractor, but may consist of written statements by the Contractor that such returns have been filed.
- viii. If the City is required by law to make any deduction or withholding from any sum otherwise payable to the Contractor under this Agreement, the City will withhold such taxes from payments made to the Contractor hereunder. The City will report and effect payment thereof to the applicable tax authorities in accordance with the laws of the applicable taxing authority. The City will also provide the Contractor with official tax receipts or other confirmation issued by the applicable tax authorities sufficient to establish that the taxes have been paid.
- ix. Each Party will promptly notify the other of, and coordinate with the other, the response to and settlement of, any claim for taxes asserted by applicable taxing authorities for which the other Party is responsible hereunder. With respect to any claim arising out of a form or return signed by a Party to this agreement, such Party will have the right to elect to control the response to and settlement of the claim, but the other Party will have all rights to participate in the responses and settlements that are appropriate to its potential responsibilities or liabilities.
- x. Each Party also will have the right to challenge the imposition of taxes for which it is financially responsible under this Agreement or, if necessary, request the other Party to challenge the imposition of such taxes. The Parties agree that for U.S. state and local sales/use tax purposes, the amounts payable under this Agreement will be audited, where permissible, by the applicable taxing authority, as part of the Contractor's state and local sales and use tax audits, and the City will be responsible for any and all taxes attributable to this Agreement assessed therewith, provided, however, that if the Contractor settles any assessments or challenges to assessments without notification to and prior approval by the City, such approval

not to be unreasonably withheld when sought, the Contractor will be responsible for such settlement unless the City determines in good faith after conferring with the Contractor that the settlement amount was reasonable in light of the likely tax liability. If either Party requests the other to challenge the imposition of any tax, the requesting Party will reimburse the other for all fines, penalties, interest, additions to taxes (penalty in nature) or similar liabilities imposed in connection therewith, plus the reasonable legal fees and expenses it incurs. A Party will be entitled to any tax refunds or rebates granted to the extent such refunds or rebates are of taxes that were paid by it.

- (c) **Currency**  
Except as set forth herein or as otherwise set forth in the applicable Companion Agreements, all pricing identified in the Fee Schedule will be expressed in U.S. Dollars.

## **7.2 Adjustment to Fees**

- (a) **Adjustment Services**  
If, in accordance with the terms set forth in Article 9 — Term and Termination, and Article 10 — Disentanglement, the City terminates, reduces or increases all or any portion of the Services to be provided under this MSA, then the fees relating to such Services will be appropriately adjusted, and such adjusted fees will apply from the next billing period onward. In case of the termination of Services, the associated fee reduction will apply as of the applicable termination dates for the respective SOW, or this MSA.
- (b) **Fee Adjustments**
  - i. **General.** This section will be updated as provided in subsections (c) and section 6.2.3 below. It specifies certain fee adjustments that will be applicable with respect to the Contractor's actual performance as measured against the critical milestones and the SLR.
  - ii. The Parties agree that the fee adjustments reflect the adjusted value of the Services.
  - iii. If a fee adjustment is the result of a Contractor failure to achieve, on time, a critical milestone and/or to provide the Services in accordance with the SLR, it does not constitute, nor will be construed or interpreted, as penalties. In no event will such fee adjustments be the sole and exclusive remedy of the City, with respect to any failure of the Contractor as described in this section.
  - iv. **Calculation of fee adjustments.** All fee adjustments will be calculated on a monthly basis in accordance with the terms set forth in this section and reflected on the applicable monthly invoice to the City.
  - v. Fee adjustments will be applied only based upon the relevant SOW attached to this Agreement.
- (c) **Baseline Metrics**

Initial baselines will be set forth by the Parties and may be changed from time to time by the Parties according to the mutually agreed-upon process.

(d) Quarterly Adjustments

Without limiting any other terms herein contained, the City will have the right, not more often than once quarterly, to unilaterally adjust the weighting factors assigned to any SLR or critical milestone on sixty (60) calendar days' notice to the Contractor.

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(e) Annual Review

During the annual SLR review conducted by the Parties, the City will have the right to: (i) discuss and adapt the penalties assigned to any SLR and/or critical milestone; (ii) adjust the SLR in accordance with the benchmarking process described in Attachment M — Measurement Charter; and (iii) adjust for any new SLRs that will be applicable during the upcoming Contract Year.

(f) Addition or Divestiture of Affiliates and Locations

The Contractor acknowledges that, following the effective date, the City may want to add additional Affiliates and/or City locations to the scope of this Agreement and/or reduce the number of affiliates and/or City locations included within the scope of this agreement. If the City wants to add an additional affiliate and/or City location to the scope of this agreement, the Parties will work together cooperatively to incorporate such affiliate and/or City location within the scope of this agreement, including, without limitation, developing an appropriate transition plan. However, subject to the Change Control Process with respect to material variances in the requirements for the Services associated with new locations and/or additional affiliates, the pricing set forth in this agreement will apply to such affiliate and/or City location, so long as the aggregate volumes remain within those contemplated in the SOW. The City agrees that, in all cases involving divestitures, the City will provide as much prior notice as is practical under the circumstances (but in all cases, subject to applicable law and confidentiality obligations) in order to aid the Contractor in its advance planning for resulting resource adjustments.

If the City divests an affiliate and/or City location and decides to reduce the number of affiliates and/or City locations included within the scope of this agreement, then the City will, subject to applicable law or contractual confidentiality obligations, provide not less than ninety (90) days' written notice to the Contractor of the implementation of such divestiture and/or decision and, at the City's option, all or any portion of the terms of Article 10 — Disentanglement will apply with respect to such divested Affiliate and/or City location.

(g) Termination Fees

Neither the City nor any of its affiliates will be obligated to pay a termination fee, as defined in Article 9 — Term and Termination to the Contractor as a result of any such scope adjustment except as set forth in this Section 6.2.5.

To the extent that the reduction in business volumes of any service tower hereunder as a result of one or more divestitures results in a fifty percent (50%) or greater weighted reduction in the utilization of all the resource units within the affected service tower relative to the associated baselines, the City will pay to the Contractor the lesser of (a) the Contractor's actual wind-down expenses), or (b) a prorated portion of the applicable termination fee, with such prorated portion determined by reference to the weighted reduction in the applicable baselines of the affected service tower.

- (h) **Set Off**  
The City may set off against any and all amounts otherwise payable to the Contractor pursuant to any of the provisions hereof and all amounts owed by the Contractor to the City under this agreement, including without limitation, any fee reductions. Within twenty (20) calendar days following any such set off, the City will provide to the Contractor a written accounting of such set off and a written statement of the reasons therefore.

### **7.3 Invoices**

- (a) **General**  
As of the effective date, the Contractor will be required to submit monthly invoices to the City's Representative for Services. Any changes in the monthly invoice formats will be approved by the City in advance of such changes. All invoices will be subject to the City's review and approval prior to payment. The Contractor will not submit invoices until the last day of each month during which Services were delivered, or as may be otherwise specified in this agreement. Invoices must provide information as agreed by the Parties, and the Contractor will include any unresolved discrepancies, setting forth the difference between the Contractor's UR counts and the City's UR counts in the City's system of record. Such detailed and customized information may include, without limitation, general fee visibility and billing requirements that are consistent with the City's specific financial, internal control, and audit requirements and practices. Invoices will be accompanied by the SLR reports and other information and data that support the invoiced fees as well as any fee reductions that are applicable to the prior month. Unless subject to a dispute as provided in Section 6.3, invoices are payable within thirty (30) calendar days after receipt of a correct invoice that complies with the requirements of this agreement. Except to the extent that the Contractor has reason to believe that it will not be able to invoice the City within ninety (90) days of the performance of associated Services, and the Contractor so notifies the City in writing prior to the end of the ninety (90) day period, which notification will contain an estimate of the charges, invoiced amounts must be charged in a timely manner, and the Contractor will have a maximum of one hundred and eighty (180) days (invoice deadline) from the earlier of the original invoice date, delivery of a product or completion of service date for a particular invoice period (invoice period) to invoice the City or to add additional charges for such invoice period that the Contractor had neglected to insert in the original invoice. Any charges added for a particular invoice period following the invoice deadline will be improper and void, and the City will not be obligated to pay any such amounts, and will

not be deemed to be in breach in the event that the City refuses to pay such amounts. Notwithstanding the foregoing, the Contractor may refund any overcharges with respect to any invoice at any time.

(b) Other Services

The invoicing milestones for other Services fees will be determined by the Parties on a case-by-case basis. The Contractor's invoices for other Services will include documentation that references the City's authorizing documentation and the City's account number, charges and description. No invoice with respect to other Services will be paid unless such other Services were preauthorized in writing by the City and within the City's procurement guidelines.

**7.4 Disputed Amounts**

Subject to and in accordance with the provisions of this Section 6.4, the City may withhold payment of any portion of a Contractor invoice that the City in good faith disputes as due or owing. In such case, the City will pay any undisputed amounts and provide to the Contractor a written explanation of the basis for the disputes as to the disputed amounts within the time set forth above for the payment of undisputed invoices. The failure of the City to pay the disputed part of an invoice will not constitute a breach or default by the City, so long as the City complies with the provisions of this Section 6.4. Any dispute relating to amounts owed by a Party hereunder will be considered an issue. All the Contractor's obligations under this agreement will continue unabated during the dispute resolution process. Notwithstanding the foregoing, the City will not have the right to withhold payment of the fixed portion of monthly fees except to the extent that: (a) the invoice misstates the amount of such fixed portion of the monthly fees; or (b) the Contractor has invoiced the City for the higher of the Contractor's UR counts and the City's UR counts, in which case, the City will have the right to withhold payment of the discrepancy.

**8 RECORD KEEPING AND AUDITED RIGHTS**

**8.1 Record Keeping**

- (a) The Contractor will maintain complete and accurate documents and accounting records that relate to this Agreement, including electronic copies of all such records and books, consistently applying generally accepted accounting principles (GAAP) and complying with all applicable laws and regulations.
- (b) Complete and accurate documents and accounting records relevant to this Agreement will include transaction-related documentation, such as supporting invoices, purchase orders, bills of lading, tax returns, exemption certificates and other relevant documents.
- (c) Such records and books, and the accounting controls related to them, will constitute Contractor Confidential Information and will be sufficient to provide reasonable assurances that:

- i. The Contractor and the City will record transactions to produce their respective financial statements in accordance with GAAP and to ensure that it is possible to track assets used to deliver the Services contracted in this Agreement; and
  - ii. The Contractor will compare the inventory of traceable assets to all existing IT assets at reasonable intervals and take appropriate action to correct any differences.
- (d) The Contractor will maintain such documents and accounting records of its business and retain these at its headquarters. The City (or its authorized representatives) will have the right to examine any part of these documents and accounting records during Business Hours provided the City issued a specific request at least five working days in advance.
- (e) The City (or its authorized representatives) may extract information and copies of such documents and accounting records for audit purposes in terms of this Agreement. Extracting such information is subject to the Contractor's standard practices relative to customer audits, provided any limitations in the Contractor's standard practices do not conflict with the permissible audits under this Agreement.
- (f) The Contractor will retain and maintain accurate records and documents that relate to performing the Services under this Agreement until at most:
  - i. Seven (7) years after the final payment to the Contractor for Services;
  - ii. One (1) year following the final resolution of all audits or the conclusion of any litigation with respect to this Agreement; or
  - iii. A longer time period if required by applicable national, federal, state, local and/or international laws or regulations, including tax laws.
- (g) The City will only have the right to examine records and documents that relate to performing Services under this Agreement and the Fees related to it.
- (h) In no event will the Contractor be obliged to provide the City (or its authorized representatives) access to the Contractor's cost or profitability information unless this information is required to perform the audits in terms of this Agreement, including Attachment M, Measurement Charter.

## **8.2 Operational Assessments/Audits**

- (a) The City, or its authorized representatives that are not the Contractor's competitors, which are subject to the confidentiality obligations of this Agreement, will have the right, at any time but with one (1) month's written notice, to assess the Contractor's operational and/or security performance related to the Services.
- (b) The Contractor will grant the City and its authorized representatives reasonable access to the Contractor and its Subcontractors' facilities, documents, and accounting and other records of the Contractor as they relate to this Agreement to ascertain any facts relative to the Contractor's

performance in delivering the Services. Attachment M, Measurement Charter to this Agreement formalizes this information.

- (c) The Contractor will provide the City, or its authorized representatives, all information and assistance to perform such assessments as requested; provided, however, that the Parties will endeavor to arrange such assistance so that it does not interfere with the Contractor's performance of the Services and that the City made its request for this information and assistance in writing one (1) month beforehand.
- (d) If any assessment reveals a material breach in the Contractor's performance that the Provide is aware of but has failed to disclose to the City prior to the start of such an assessment, the Contractor will bear the cost of such an assessment.
- (e) The Parties will address all other breaches in terms of Attachment M, Measurement Charter to this Agreement.
- (f) The Parties will handle all disputes regarding audit findings in agreement with Article 17, Dispute Resolution.
- (g) The Contractor will incorporate the substance of this Section 7.2 into any agreement into which it enters with any Subcontractor for the provision of Services under this Agreement.

### **8.3 Financial Audits**

- (a) At the City's written request made at least one (1) month in advance, the Contractor will allow the City's auditors and/or any independent third-party auditors that the City has selected to fully audit the Contractor's and/or its Subcontractors' and their respective Affiliates' books and records during Business Hours to the extent necessary to verify any amounts paid or payable under this Agreement.
- (b) The Contractor will provide the auditors with full access to all the information, books and records necessary to confirm the accuracy of the Contractor's invoices, documents, and other information supporting such invoices, and any pricing adjustment computations for all work performed under this Agreement. Attachment M, Measurement Charter to this Agreement formalizes these information requirements.
- (c) If any such audit reveals that the Contractor has overcharged the City during the period that the audit is assessing, the Contractor will promptly refund the overcharged amount to the City with interest at a rate to be determined by the City or the maximum rate allowed by applicable law. Before the audit starts, the auditors must specify the period of time that the audit will assess.
- (d) If such an audit reveals that the Contractor has overcharged the City by five percent (5%) or more during the period to which the audit relates, then the Contractor will bear the cost of such an audit.

- (e) The Parties will address all other breaches in terms of Attachment M, Measurement Charter to this Agreement.
- (f) The Parties will handle all disputes regarding audit findings in agreement with Article 17, Dispute Resolution.
- (g) The Contractor will incorporate the substance of this Section 7.3 into agreements that it enters into with any Subcontractor for the provision of Services under this Agreement. However, Section 7.3 will apply in such an agreement to the extent that the Contractor bases the Fees it charges the City on what the Subcontractor charges the Contractor.

#### **8.4 Control Framework Alignment**

- (a) The Parties will compare the City's Control Framework and the Contractor's Control Framework to identify any gaps in how well the controls (including, without limitation, controls that restrict unauthorized access to systems, data and programs) support or enable the delivery of the Services. The Parties will perform this gap analysis in line with Attachment E, Transition and Transformation Plan and the demand principles defined in Attachment F, Demand Management Plan.
- (b) The Parties will use the gap analysis to agree to the controls that they will use to perform the Interim Services and the Services. If the Parties haven't already done so, they will document these controls under the demand principles in Attachment F, Demand Management Plan to this Agreement.
- (c) Periodically following the Transformation Period, the Contractor will assess how well it complies with agreed-to controls, and will provide the City with written reports of such self-assessments within thirty (30) days of completion.

#### **8.5 Consultant Facility SAS 70 Type II Reports**

- (a) The Contractor will ensure that a reputable independent auditor conducts an audit related to the Statement of Auditing Standards (SAS) 70 and will pay for the total costs of this SAS 70 Type II Audit, if this audit applies to the Contractor's facilities, such as, data center management/operations, where the Contractor or its Subcontractors are performing the Services.
- (b) The SAS 70 Type II audit mentioned in Section 7.5.1 will result in a report that describes the Contractor's controls at a specific point in time and includes detailed testing and the agreed procedures describing these tests.
- (c) If applicable to the Services, all SAS 70 Type II audits that the Contractor conducts in relation to this Section 7.5 will include the testing of completeness, accuracy, validity and restricted access (CAVR) of the controls and the processing locations responsible for providing the Services.
- (d) The Contractor will prepare and deliver the City copies of written Type II reports, but will remove any Confidential Information that is irrelevant to the Services.

- (e) The Type II report will cover, at a minimum, the six (6) month period specified by the Contractor (the "Type II report period").
- (f) The Contractor will start preparing the Type II report following the completion of the activities described in Attachment E, Transition and Transformation Plan to this Agreement. The Contractor will deliver this Type II report to the City twice a year at least.
- (g) The Contractor must deliver the Type II report to the City within sixty (60) days after the last day of the Type II report period.
- (h) If neither of the two Type II report periods each year ends on September 30, the Contractor will provide the City with a written description of all applicable control changes that it implemented during the period from the end of the most recent Type II Report through September 30 and as documented through the demand management process in Attachment F, Demand Management Plan. The City must provide this description of these control changes within forty five (45) days after September 30 and meet or procure any additional related requirements as agreed through the demand management process.

#### **8.6 Corrective Actions**

- (a) In the event that the City's internal auditors or an independent auditor identifies any deficiency, the Contractor will prepare and deliver a detailed plan to the City for correcting all such failures and exceptions ("corrective plan"). The City would need to review and approve this plan.
- (b) The Contractor will deliver such a corrective plan to the City and its independent auditor within ten (10) calendar days following:
  - i. The Contractor's delivery to the City of the Type II Report that identifies and details the deficiencies and/or exceptions, or
  - ii. The Contractor's receipt of written notice from the City that describes such deficiencies and/or exceptions that the City (or its independent auditor) identified.
- (c) The Contractor will, at its sole cost except as indicated in Section 7.6.4 below, remedy such a deficiency or deficiencies and provide the City with documentation of this remedy. This documentation must sufficiently prove that the applicable control (or remedy) is operating effectively at the end of the applicable calendar year. The Contractor must remedy the deficiency or deficiencies promptly, but in no event later than thirty (30) days following receipt of notification of such deficiency and the City's acceptance of the corrective plan, unless otherwise agreed by the Parties.
- (d) The Parties will follow the procedures and guidelines in Article 17, Dispute Resolution of this Agreement to resolve the Contractor's disagreement over the validity of any deficiencies and/or exceptions that the City (or its independent auditor) identified. This will not apply if the Contractor (or its independent auditor) identified the deficiencies and/or exceptions.

- (e) If the Contractor modifies the corrective plan to reflect changes that the City proposed and which apply to additional controls other than existing and approved controls and Services, such modifications will be subject to the demand management process. In addition, the Contractor may be entitled to additional compensation for performing City-requested modifications based on the service rates; unless the Contractor has the appropriately skilled and experienced staff to perform the modifications in less than 300 hours per year.

## **9 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

### **9.1 General Warranty Disclaimer**

Except as expressly stated in this agreement, neither party makes any express warranties to the other, and each party excludes all implied warranties or covenants, including, but not limited to, the implied warranties or covenants of merchantability and fitness for a particular purpose.

### **9.2 Consultant Representations, Warranties, and Covenants**

- (a) Legal and Corporate Authority  
The Contractor represents and warrants to the City that:
  - i. it is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification;
  - ii. it has all necessary rights, powers, and authority to enter into and perform this Agreement and to bind its City with respect to the same, and the execution, delivery, and performance of this Agreement by the Contractor have been duly authorized by all necessary corporate actions;
  - iii. the execution and performance of this Agreement by the Contractor shall not violate any law, statute or regulation, and shall not breach any agreement, covenant, court order, judgment or decree to which the Contractor is a party or by which it is bound;
  - iv. it has, and promises that it shall maintain, in effect, all governmental licenses and permits necessary for it to provide the Services contemplated by this Agreement;
  - v. it owns or leases and promises that it shall own or lease, free and clear of all liens and encumbrances, other than lessors' interests, or security interests of the Contractor's lenders, all rights, titles, and interests in and to the tangible property and technology and the like that the Contractor intends to use or uses to provide the Services, and in and to the related patent, copyright, trademark, and other proprietary rights, or has received appropriate licenses, leases or other rights from Third Parties to permit such use; and
  - vi. this Agreement constitutes a valid, binding and enforceable obligation of the Contractor.

- (b) Performance of the Services  
Contractor represents and warrants to the City that:
- i. it has the skills, resources and expertise to provide all Services in accordance with the terms of this Agreement and associated statement(s) of work,
  - ii. without limiting the generality of the foregoing, all Services and Other Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity provided, however, that where this Agreement specifies a particular standard or criteria for performance, including, without limitation, applicable service-level requirements (SLRs) as defined in Attachment N — SOW, SLA, OLA, Price, Behavior Drivers, this warranty is not intended to and does not diminish or supersede that standard or criteria for performance.
- (c) Conflicts of Interest and Business Ethics  
The Contractor represents and warrants to the City that it is in compliance with the City's Conflicts of Interest Policy and conducts its business in a manner that is consistent with the City's Business Ethics and Code of Conduct.
- (d) Financial Condition and Information  
The Contractor represents and warrants to the City that it now possesses, and covenants that it shall maintain throughout the Term, sufficient financial resources to comply with the requirements of this Agreement. The Contractor must notify the customer — in writing and in advance — if such financial resources negatively change or reduce over the engagement or the term of this contract.
- (e) Litigation and Service of Process  
The Contractor represents and warrants to the City that, as of the Effective Date, there is no pending or anticipated claim, suit or proceeding that involves the Contractor or any of its Affiliates or Subcontractors that might adversely affect the Contractor's ability to perform its obligations under this Agreement, including, without limitation, actions pertaining to the proprietary rights described in Section 8.1.6. The Contractor shall notify the City within seven calendar days of the Contractor's knowledge of any such actual or anticipated claim, suit or proceeding.
- (f) Property Rights and Infringements  
The Contractor represents and warrants to the City that, to the best of the knowledge of those Contractor personnel responsible for creating and/or approving the Contractor's technical proposal and solution, the use of any services, techniques or products provided or used by the Contractor to provide the Services does not and shall not infringe upon any Third Party's patent, trademark, copyright or other intellectual-property rights, nor make use of any misappropriated trade secrets and is compliant with Article 12 (Proprietary Rights).
- (g) Violations

The Contractor shall comply with any laws, ordinances, statutes, rules, regulations, or orders of governmental or regulatory authorities to which it is subject, and shall obtain any licenses, permits, franchises, or other governmental authorizations necessary for the ownership of its properties or the conduct of its business, of which violation or failure, either individually or in the aggregate, might materially and adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, and the performance of its obligations hereunder.

(h) **Completeness of Due Diligence Activities**

The Contractor acknowledges that, except with respect to assumptions specifically set forth in this Agreement, it has been provided with sufficient access to the City's facilities, information and personnel, and has had sufficient time in which to conduct and perform a thorough due diligence of the City's operations and business requirements and the City's assets currently used by the City in currently providing such services. In light of the foregoing, except with respect to assumptions specifically set forth in this Agreement, the Contractor will not seek any adjustment in the Fees based on any incorrect assumptions made by the Contractor in arriving at the Fees.

(i) **Viruses and Disabling Devices**

The Contractor shall implement and leverage industry best practices to identify, screen and prevent incidents, and shall not introduce, any Disabling Device in hardware, software or other resources used by the Contractor, City or any Third Party in connection with the Services. A "Disabling Device" can be — not limited to — any virus, restrictive code, malware, spyware, timer, clock, counter, time lock, time bomb, trojan, worm, file infector, boot sector infector or other limiting design, instruction or routine and surveillance software, routines, data gathering, or collecting software or devices that could, if triggered, erase data or programming, have an adverse impact on the Services, or cause the hardware, software or other resources to become inoperable or otherwise incapable of being used in the full manner for which such hardware, software or other resources were intended to be used, or that collect data or information. To the extent caused by the Contractor's failure to perform its obligations relative to non-introduction, identification, screening and prevention of Disabling Devices, the Contractor shall, at no cost or expense to the City, and with minimal adverse impact to the Services or any Other Services, reduce and/or eliminate the effects of any Disabling Device, including, without limitation, by restoring any lost data and/or software programming.

### **9.3 City's Representations, Warranties, and Covenants**

(a) **Legal Authority**

The City represents and warrants to the Contractor that it has all necessary rights, powers and authority to enter into and perform this Agreement, and that the execution, delivery and performance of this Agreement by the City has been duly authorized by all necessary corporate action.

(b) **Warranty Disclaimer**

The City does not make any representation or warranty with respect to the Services, the City Equipment or any component thereof. All hardware, software, networks, and other assets made available or conveyed by the City to the Contractor under this Agreement are made available or conveyed to the Contractor "as is, where is and with all faults," and there are no representations or warranties of any kind with respect to the condition, capabilities or other attributes of such items.

## **10 TERM AND TERMINATION**

### **10.1 Initial Term**

The Initial Term of the Agreement shall be three (3) years from the effective date of the Agreement which shall be no sooner than full execution of the Agreement by all Parties.

### **10.2 Annual Renegotiations**

Either party may require that the Parties meet annually at least 30 days prior to each anniversary of the Effective Date of this Agreement to review the status of the performance of the Contractor and the City in terms of the Agreement, and to negotiate modifications to the terms of the Agreement. If neither party requests such modifications or if the negotiations with respect to such modifications do not result in agreement of different terms, the then-existing terms and conditions of this Agreement shall remain unchanged, and in full force and effect during the following Contract Year.

### **10.3 Termination for Cause**

Either party may terminate this Agreement if the other party is, at any time, in breach of its obligations under this Agreement. The non-breaching party may terminate this Agreement, or a portion of the scope of this Agreement. The party seeking termination will provide the other party with sufficient reasonable prior written notice in reasonable detail of such a material breach and the opportunity to resolve the breach. If the party in breach of contract does not resolve the breach within fifteen (15) days of receipt of written notice of a monetary breach (failure of the City to pay for contracted services), or within fifteen (15) days of notice of all other breaches, then the party that is not in default may terminate this Agreement on the date specified in the written notice of termination.

In the event of such termination, the Contractor shall deliver to City the result obtained for all outstanding work on or before the termination date.

The non-breaching party may withdraw its written notice of termination within three (3) business days of delivering such notice to the other party. If the Contractor is the breaching party, the City may also extend the period during which the Contractor will continue to provide the Services (in whole or part) to allow for any delay in the termination plan schedule or a later effective date of termination.

The City shall pay the Contractor for Services performed through the effective date of termination or expiration of the Term.

The terminating party shall have all rights and remedies generally afforded by law or equity, subject to the limitations expressed in this Agreement. Such termination will proceed in an orderly manner, as soon as practical or in accordance with the schedule agreed to by the City and the Contractor.

(a) Events of Breach

"Events of Breach" and the occurrence of any one or more of such Events of Breach shall constitute a breach of this Agreement that shall afford the non-breaching Party, as applicable, the rights and remedies detailed in sections 9.2.1.2 and 9.2.1.3. Events that constitute Events of Breach are:

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The Contractor:

- Fails to achieve any material service-level agreement (SLA) — in other words, an SLA defining an Event of Default in Attachment N (Scope of Work, SLA and Price) — in a manner that constitutes an Event of Default as specified in the Agreement or applicable MSA attachment.
- Fails to achieve any SLA for three consecutive months or three in any twelve-month period.
- The Contractor fails to achieve any Critical Milestone associated with completion of the Attachment E (Transition and Transfer Plan) within 15 days of the mutually agreed date for achieving such Critical Milestones, provided that such failure is not due to:
  - The occurrence of a Force Majeure Event
  - A delay by the City solely for its own convenience
  - The City's material failure to perform any of its responsibilities under this Agreement that were a prerequisite for the Contractor to perform its obligations, and that the Contractor had previously identified such failure in a progress report.
- The Contractor's breach of any of the warranties documented in Article 8 (Represent Warranties Coverage), if it is not possible to resolve such a breach.
- The Contractor fails to maintain insurance coverage as specified in Article 16 (Insurance) provided that the Contractor does not resolve such failure within 30 calendar days following receipt of written notice of such failure.
- The City fails to make any undisputed payment within 30 calendar days after the City has received written notice of such failure.
- The Contractor's breach of any of the warranties documented in Article 8 (Represent Warranties Coverage), or any of its other obligations under this Agreement that is not resolved within 30 calendar days following receipt of written notice of such a breach.

(b) Rights and Remedies upon Default

When an Event of Default occurs, the non-breaching Party may terminate all the Services, terminate one or more Service Tower and/or end the Term, seek to recover damages from the other or pursue any additional remedies that this Agreement or any Schedule, Attachment or Addendum may detail.

- (c) **Nonexclusive Remedies**  
The remedies provided in Section 9.2.1.2 and elsewhere in this Agreement are neither exclusive nor mutually exclusive. The Parties shall be entitled to any and all such remedies, and any and all other remedies that may be available to the Parties by law or in equity, by statute or otherwise, individually or in any combination.

#### **10.4 Termination for Convenience**

The City may, for any reason or for its convenience, terminate the Contractor's delivery of Services under this Agreement, in whole or in part, by issuing written notice of termination. This notice shall state the extent to which such termination shall become effective.

The City shall pay the Contractor all amounts due and owing to the Contractor by or on the date termination as outlined in Article 10 (Disentanglement).

#### **10.5 Termination for Change in Business**

If any person or entity unaffiliated to the City acquires control of the City directly or indirectly in a single transaction or series of related transactions, or acquires all or substantially all the City's assets at any time within X (one to three months) months following the closing of the acquisition, the City may terminate this Agreement by giving the Contractor at least thirty (30) days' prior written notice designating the termination date.

#### **10.6 Termination for Bankruptcy**

The City shall have the right to terminate the Agreement on:

- The institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against the Contractor under any section or chapter of the bankruptcy regulation or code in the country whose law governs the contract, as amended, or under any similar laws or statutes of that country, if such proceedings have not been dismissed or discharged within 30 calendar days after they were instituted.
- The insolvency or creation of an assignment for the benefit of creditors or the Contractor's admission of any involuntary debts, which have matured.
- The institution of any reorganization, arrangement or other readjustment of the Contractor's debt plan, which does not involve the U.S. Bankruptcy Code.
- Any corporate action that the Contractor's Board of Directors has taken to further any of the above actions. Any termination resulting from this Section 9.2.4 shall neither constitute a termination for convenience nor cause, and the City shall in no event be required to pay a Termination Fee to the Contractor with respect to any such termination.

#### **10.7 Termination for Audit Deficiencies**

The City shall have the right to terminate the Agreement if the Contractor fails, after the City has provided the Contractor with reasonable notice and the opportunity to implement corrective action for audit deficiencies before the City's then current fiscal year-end. Audit deficiencies may include any internal control deficiencies and/or exceptions identified in any Type 2 Reports and/or the City's (or its independent auditor's) inquiries conducted pursuant to Article 7 (Record Keeping Audit Rights), or fails to comply with the security assessment pursuant to Article 13 (Security and Confidentiality). Any termination pursuant to this Section 9.2.5 shall not constitute a termination for convenience nor cause, and the City shall in no event be required to pay a Termination Fee to the Contractor with respect to any such termination.

## **10.8 Consequences of Termination**

Upon termination, both parties shall perform the exit rights described in Article 10 (Disentanglement). The Contractor shall also return all City-owned property and assist in the transition as described below:

### **(a) Termination Assistance**

At the expiration or termination of the SOW, both the City and the Contractor agree to:

- Cooperate to provide all information and assistance necessary to ensure the smooth transition of Services and functions being performed by Contractor to City or City's service provider.
- The Contractor will assist in the orderly transfer of the Services, functions, operations, responsibilities and tasks which the Contractor has been delivering to the City itself or another service provider under this Agreement.
- The Contractor will charge any assistance fees, on a pro-rata basis, repay all fees and expensed paid in advance for any Services or Deliverables which have not been provided.

### **(b) Return of Materials Upon Termination**

Upon termination of this Agreement, each party will promptly deliver to the other party, or certify destruction of all data, programs and materials of the other. In no event shall the City be liable for any Contractor Personnel termination costs arising from the expiration or termination of this Agreement.

The Contractor shall promptly (within five or 10 days) deliver to City:

- All Deliverables, regardless of if it's complete or incomplete, for which the City has paid.
- All equipment and all materials held in connection with performing this Agreement.
- Promptly remove any Contractor equipment located at the City's premises.

## 11 DISENTANGLEMENT

### 11.1 General Obligations

- (a) On any delivery of notice of termination or expiration of this Agreement, or the delivery of notice of termination of one (1) or more Service Towers or applicable Services, the Contractor will provide Disentanglement obligations as defined in this Article 10. If the Contractor terminates the Agreement or any Service Tower pursuant to Article 9 (Term and Termination), Section 9.2.1.1 (Events of Breach), then the Contractor will only be obligated to provide Disentanglement-related services if and to the extent that:
- i. On the date of termination, the City is up-to-date with all its undisputed payment obligations in terms of this Agreement.
  - ii. The City pays the Contractor, thereafter, for the Contractor's good-faith estimates of all Services (including, without limitation, Disentanglement-related services). The Contractor will bill the City monthly for post-termination ad hoc Disentanglement services at the contracted labor rate set forth in the current contract billable in no less than 30-minute increments, such as the City's ability to contact and question key Contractor personnel regarding the prior delivery of Services, provided that this was contractually agreed on by the City and the Contractor.
- (b) The Parties further agree that, if the Contractor terminates the Agreement pursuant to Article 9 (Term and Termination), Section 9.2.1.2 (Rights and Remedies Upon Default) and Section 9.2.1.3 (Nonexclusive Remedies), then the Parties will place Termination Fees into an interest-bearing escrow account following such termination. The Termination Fees will then be released to the Contractor on completion of the Disentanglement-related services.
- (c) The Contractor will complete the transition of any terminated Services from the Contractor and its subcontractors to the City, its Affiliates and/or any replacement providers that the City designates (collectively, the "Replacement Contractor"), without causing any unnecessary interruption of or adverse impact on the Services, any other services and/or services provided by Third Parties (the "Disentanglement").
- (d) Without limiting the generality of the aforementioned obligations, the Contractor will:
- i. Cooperate with the City, its Affiliates and/or the Replacement Contractor by promptly taking all steps required to assist the City in completing the Disentanglement related to the Services it had previously performed.
  - ii. Provide the City, its Affiliates and/or the Replacement Contractor with all nonproprietary information regarding the Services that these parties will need to perform the Disentanglement. This information includes, without limitation, data conversions, interface specifications and data about related professional services.

- iii. Promptly and orderly conclude all work that the City may direct the Contractor to do. This may include the documentation of work in progress and other measures to provide an orderly transition to the City, its Affiliates and/or the Replacement Contractor.
  - iv. Accomplish the other specific obligations described in Article 10.
- (e) Attachment K (Exit Plan) outlines how the Disentanglement Plan will take place and documents the items to be transferred and the tasks required to accomplish an orderly transition to the City, its Affiliates and/or the Replacement Contractor. In addition, the Contractor and the City will discuss in good faith a detailed plan (the "Disentanglement Plan"), and the Contractor will provide this detailed plan to the City within fifteen (15) days of the start of the Disentanglement. This plan will determine the nature and extent of the Contractor's Disentanglement obligations and detail the transfer of Services required, but this plan must not reduce the Contractor's obligation under this Agreement to provide all Services necessary for Disentanglement. The Parties will deem all services related to Disentanglement as part of the Services, and include these services, provided that:
  - i. The Contractor's personnel, who are otherwise assigned to perform Services, can perform the related Disentanglement services without interfering with the execution of their assigned duties or provider performance obligations.
  - ii. The Parties agree on a schedule for those Disentanglement services that will not require any additional charges over and above those detailed in the Agreement, and for those Disentanglement services that are new or require additional charges. The Parties will include this schedule in a document separate from this Agreement.
- (f) Following receipt of the Termination Notice, the Contractor will not, without the City's prior written consent, transfer, reassign or otherwise redeploy any of the Contractor's personnel that are performing the Contractor's duties under this Agreement, except when:
  - i. This transfer, reassignment or redeployment of the Contractor's personnel is consistent with the Contractor's past management practices demonstrated throughout the Term.
  - ii. The Contractor voluntarily terminates the Agreement for Cause.
  - iii. The City reduces the scope of the Agreement after receiving the Termination Notice.
- (g) The Contractor's obligation to provide the Services will not cease until the Contractor has delivered to the City a Disentanglement Plan that the City deems satisfactory. A satisfactory Disentanglement Plan indicates issues relating to how the Contractor will transfer all assets, if any, and perform all its other obligations under Article 10, including, but not limited to, the transition to the new Contractor.

## **11.2 Disentanglement Period**

- (a) The Disentanglement process will begin on the earliest of any of the following dates:
  - i. The date that the City designated as the expiration of the Term (the "Expiration Date").
  - ii. The date specified in any Termination Notice that the City delivered to the Contractor when the City elected to terminate any or all Services pursuant to Article 9 (Term and Termination), unless the Contractor disputes such termination in good faith, subject to the procedures detailed in Article 17 (Dispute Resolution).
  - iii. The date specified in any Termination Notice that the City delivered to the Contractor pursuant to Article 9 (Term and Termination), Section 9.2.1.2 (Rights and Remedies Upon Default), unless the City disputes such termination in good faith, subject to the procedures detailed in Article 17 (Dispute Resolution).
- (b) The Disentanglement Period will continue:
  - i. In the case of Clause 10.2.1 (a), until the Expiration Date that the City designated at its sole discretion, which will not be later than six (6) months after the expiration of the Term.
  - ii. In all other cases, for a period of up to twelve (12) months after the Disentanglement Period starts. The Contractor will expedite its Disentanglement obligations at the City's request, if the City terminates this Agreement pursuant to Article 9 (Term and Termination), Section 9.2.

### **11.3 Specific Obligations**

- (a) Disentanglement will involve, without limitation, performing the specific obligations described in this Section. In connection with Sections 10.3.1.1, 10.3.1.3 and 10.3.1.4 below, the Contractor will perform the following obligations as soon as it is reasonably possible to do so:
  - i. Acknowledge receipt of a Termination Notice in writing, within ten (10) business days of receipt.
  - ii. Provide the City with complete and accurate documentation of nonproprietary Processes and Procedures associated with the Services performed in each Service Tower that it will disentangle. The Contractor must deliver this list to the City six (6) months before the end of the Term, and in no event later than fifteen (15) days after receipt of a Termination Notice.
  - iii. Agree that its agreements with all Third Parties relating to this Agreement, including Subcontractors, will not include any terms that would prohibit or otherwise restrict such Third Parties, including Subcontractors, from entering into agreements with the City, its Affiliates and/or the Replacement Contractor (directly or through an assignment).
  - iv. Continue to deliver the contracted services with the agreed service levels for the scope, which the provider is still responsible for; or the

new service levels that were previously agreed in the Exit Plan attachment.

(b) Full Cooperation, Information, and Knowledge Transfer

During Disentanglement, the Parties will cooperate fully with one another to facilitate a smooth transition of the terminated Services from the Contractor and its Subcontractors to the City, its Affiliates and/or the Replacement Contractor. The Parties will cooperate according to the City's or the Replacement Service Contractor's request, provided that this request is reasonable or in accordance with a written agreement of cooperation between the Parties. The Contractor will cooperate with the City and all the City's other Service Contractors to provide a smooth transition (i.e., the Contractor will minimize or eliminate service disruptions) at the time of Disentanglement, without unnecessarily interrupting the Services detailed in this Agreement or any services that Third Parties provide, and without adversely affecting the provision of these Services, Third-Party services or the City's activities. The Contractor will cooperate before and after the Expiration Date, and such cooperation will include, without limitation:

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- i. Provision of complete, detailed and sufficient information and assets, including, but not limited to:
  - Customer and other records (including subcontractor agreements that are required to provision the Services)
  - Configuration information
  - Databases
  - Documentation
  - Asset registers
  - Programs
  - Knowledge databases
  - Fault databases
  - Asset maintenance history and status
  - Manuals
  - Process and procedure documentation
  - Any other similar items that the Contractor used or produced during the course of, or for the purpose of, provisioning the Services or relating to the configuration control of the Services
- ii. Knowledge transfer of all such information so that the City, its Affiliates, the Replacement Contractor and/or Third-Party personnel can assume full responsibility for providing the Services without interruption.

(e) Third-Party Authorizations

Subject to the terms of any contracts between the Contractor and Third Parties, which the Contractor uses exclusively to provide the Services, pending Contractor assignment to the City pursuant to Section 10.3.1.5, the Contractor will procure, at no charge to the City, any Third-Party authorization necessary to grant the City the use and benefit of any of these Third-Party contracts, if the City requests this Third-Party authorization, and provided that procuring this authorization does not limit the Contractor's obligations pursuant to Article 4 (Assets and Third-Party Contracts) and Article 12 (Proprietary Rights). In addition, the Contractor will use commercially reasonable efforts to transfer other contractual

arrangements (for example, City-specific work orders or maintenance arrangements) to the City at no additional charge to the City, if the City requests these contractual transfers as part of the Disentanglement.

(f) Software Licenses

Without limiting the City's rights to the licenses previously granted to the City pursuant to Article 4 (Assets and Third-Party Contracts), the Contractor will:

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- i. Reassign to the City, its Affiliates and/or the Replacement Contractor any licenses assigned to the Contractor pursuant to Article 4 (Assets and Third-Party Contracts). The Contractor will return to the City reassigned licensed materials with any updates that were provided to the Contractor. In addition, although the City acknowledges that the Contractor does not control Third-Party software, if requested by the City, the Contractor will assist the City, its Affiliates and/or the Replacement Contractor in securing maintenance (including all enhancements and upgrades) and support with regard to any such software for as long as the City requires.
- ii. Provide reasonable assistance to the City, its Affiliates and/or the Replacement Contractor in securing software maintenance (including all enhancements and upgrades) and support from software vendors at competitive rates, if the City requests this and for as long as the City requires these services. The City acknowledges, however, that the Contractor does not control Third-Party software vendors (if any).
- iii. Agree to negotiate, in good faith, licenses with software vendors on commercially reasonable terms so that, following the Term of this Agreement, the City can use software that the Contractor installed. The Contractor will only agree to negotiate these software licenses for software that:
  - 1) Is not commercially available through another vendor
  - 2) Is necessary for the ongoing operation of the City's systems
  - 3) Does not have a commercially reasonable substitute or work-around

(a) Coordinated Removal of Consultant Assets

If applicable, the Contractor will remove its assets (including Contractor Equipment) from the City's facility or its Affiliates' facilities.

(b) Assignment of Contracts

If the City requests the assignment of contracts as part of the Disentanglement, then the Contractor will assign to the City's Affiliates and/or the Replacement Contractor — from among the leases, maintenance, support and other contracts used exclusively by the Contractor in connection with the Services — such contracts as the City might select from the list that the Contractor provided pursuant to Section 10.3. The Contractor's obligation under this section (10.3.1.5) will include the Contractor performing all its obligations under such leases, maintenance, support and other contracts for periods prior to the date of assignment, and the Contractor will reimburse the City for any Losses

resulting from any failure to perform any such obligations. At no additional cost to the City, the Contractor will undertake all administrative activities necessary to obtain all required consent to obtain the assignments. The City will cooperate in obtaining the necessary consent if the Contractor communicates this request to the City in writing.

(c) Delivery of Documents and Data

The Contractor will, at no additional charge, deliver to the City and/or its Affiliates all current, nonproprietary documentation and data related to the City-owned assets and infrastructure, the City's Data, as well as the Process and Procedures Manual, if and as the City requests the Contractor to do so, and during the Disentanglement or in anticipation of Disentanglement. The Contractor may retain one (1) copy of such documentation and data that are proprietary to the City, excluding the City's Data, for archival purposes or warranty support.

(d) Hiring of Employees

The Contractor will:

- i. Provide the City with a complete and accurate list of all the Contractor's Key Personnel, Personnel and/or Contractor Subcontractors or other employees who were substantially involved in providing the Services during the six- (6-) month period preceding the Contractor's written acknowledgment of receipt of a Termination Notice, or the six- (6-) month period preceding the end of the Term. The Contractor will deliver this list six (6) months before the end of the Term, but in no event more than ten (10) Business Days after the end of Term.
- ii. Cooperate with and assist (and ensure that its Subcontractors cooperate with and assist) the City, its Affiliates and/or the Replacement Contractor in allowing the City to:
  - (1) Continue using the services of the Contractor's Key Personnel during the Disentanglement Period.
  - (2) Offer employment, at the City's sole discretion, to any or all of the Contractor's Key Personnel. The Contractor can make these employment offers in anticipation of the Expiration Date, or on or after the Expiration Date. Even if the City offers employment to the Contractor's Key Personnel, the Contractor will honor the following obligations:
    - (a) The Contractor will be solely responsible for, and will pay to any of its Key Personnel who the City, its Affiliates and/or the Replacement Contractor hired, all severance and related payments in terms of the Contractor's standard policies. The Contractor will cause relevant Subcontractors to pay severance and related payments, in terms of the Subcontractors' standard policies, to any such employee of a Subcontractor that the City or its designee hired.
    - (ii) The Contractor will release (and will cause its Subcontractors to release) all Personnel that the City, its Affiliates and/or the Replacement Contractor hired from any restrictive covenants including, without limitation, non-compete agreements.

- (iii) Notwithstanding any agreements that the Contractor may have with its Personnel, the Contractor will not take or fail to take any actions that would interfere with or prevent the City, its Affiliates and/or the Replacement Contractor from hiring any or all of the Contractor's Key Personnel (and any or all Personnel employed by the Contractor's Subcontractors) who were substantially involved in the provision of Services during the six- (6-) month period preceding the Contractor's written acknowledgment of receipt of a Termination Notice, or the six- (6-) month period preceding the end of the Term.
- (iv) The Contractor will not (and will ensure that its Subcontractors do not), in any manner, communicate disparaging information about the City, its Affiliates and/or the Replacement Contractor, or any of their Personnel, to the transitioning or existing Personnel of the City, its Affiliates and/or the Replacement Contractor.
- (v) The Contractor has an ongoing good-faith and contractual obligation to retain consistent staffing quality and levels, even when the Agreement is near the end of its Term, when the Contractor anticipates termination and/or when the City has delivered its intent to terminate the Agreement.

#### **11.4 Preparation for Disengagement**

- (a) **Complete Documentation**

In addition to and/or as part of the Process and Procedures Manual, the Contractor will, at all times during the Term, provide the City with complete information that is sufficient to enable the City, its Affiliates and/or the Replacement Contractor to fully assume the provision of Services to the City. This information will include complete documentation, in accordance with the standards and methodologies that the Contractor has or plans to implement during the Term, for all software and hardware configurations. Documentation reviews will occur during the monthly status report meetings.
- (b) **Maintenance and Record Keeping of Assets**

The Contractor will keep all the hardware, software, systems, networks, technologies and other assets used in providing Services to the City (including leased and licensed assets) in good condition, and in such locations and configurations that the City and its designees can readily identify and trace these assets in terms of the provisions of this Agreement. At the City's request, and if the City or its Affiliates wish to purchase the assets on termination, the Contractor will prepare a list of current Contractor-owned assets necessary to sustain the delivery of Services, and will list their current valuation. The asset valuation will be based on net book value using predetermined asset life and salvage value with the straight line depreciation method. If the City or its Affiliates acquire the assets, then the warranties will transfer along with those assets.
- (c) **Advance Written Consent**

In accordance with Article 12 (Proprietary Rights Article), and at all times during the Term, the Contractor will obtain advance written consent from all licensors and lessors to convey, transfer or assign applicable licenses to the City, its Affiliates and/or the Replacement Contractor on Disentanglement. The Contractor will also obtain for the City, on Disentanglement, the right to obtain maintenance (including all enhancements and upgrades) and support for the assets (that are the subject of such leases and licenses) at the price at which such maintenance and support is commercially available to other customers of such Third Parties, and for the same period of time that this price is available to those customers.

- (d) **All Necessary Cooperation and Actions**  
The Contractor will cooperate, take any necessary additional action and perform such additional tasks that the City may reasonably request to ensure a timely Disentanglement that complies with the provisions of Article 10.
- (e) **Payment for Disentanglement Services**  
If the City terminates this Agreement, or any part thereof, for convenience, or if the Contractor terminates this Agreement, or any portion of it, due to a material default by the City, or if this Agreement expires without renewal, then the City will pay the applicable fees associated with Disentanglement. If the City terminates this Agreement, or any part thereof, due to a material breach or an Event of Default by the Contractor, then the Contractor will pay the applicable fees associated with Disentanglement.

## **12 LIMITATIONS OF LIABILITY**

### **12.1 Guiding Principles**

Except for liability that is expressly stated under other agreements between the Parties, each Party's entire liability to the other Party with respect to matters contemplated by this Agreement and the exclusive remedies thereto are set forth in this Agreement. It is the intent of the Parties that each Party will be liable to the other Party for direct damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required by this Agreement.

### **12.2 Limitations of Liability**

The Parties agree that neither Party is or will be liable for any damages incurred by the other Party under this Agreement other than:

- Damages for which either Party is entitled to be indemnified under Article 15.
- Payments for which the Contractor is responsible under Article 6.
- Payments for which the City is responsible under Article 6.
- Any other actual direct damages up to the maximum amount, as noted in Section 11.3 on Cap on Liability.

Neither the City nor the Contractor will be liable to the other for any special, incidental, indirect or consequential loss or damage, including, but not limited to, lost profits, lost business revenue, failure to realize expected savings, other commercial or economic loss of any kind, or any claim against either Party to this Agreement by a third party even if either Party has been advised of the possibility of these losses or damages. The foregoing limitation of liability will not apply to the following:

- i. Unauthorized disclosure of Confidential Information as detailed in Article 13.
- ii. Claims for personal injury, death, or damage to real property or tangible personal property to the extent caused by the other Party's negligence.
- iii. Losses or damages that are covered under any of the insurance required under Article 16 of this Agreement.
- iv. Willful default and gross negligence.
- v. Fraud.
- vi. Any other liability that cannot be excluded or limited by law.

### **12.3 Cap on Liability**

Except as otherwise expressly provided in this Article 11, the aggregate cumulative monetary liability of a Party to the other (globally) for all claims arising under or relating to this Agreement, notwithstanding the form in which any action is brought, whether in contract, tort or otherwise, will be limited to the total fees paid under this Agreement during the 12-month period preceding the date on which the first claim arose (it being the understanding of the Parties that identifying the "first" claim will establish the beginning point for any 12-month period described herein).

If such event arises during the first contract year, then such amount will be equal to the estimated fees to be paid by the City under this Agreement during the first contract year (the Liability Cap). The foregoing limitations of liability will not apply:

- (a) To losses subject to indemnification by the Contractor or by the City as provided in Article 15, Indemnification, or losses that are covered by the Contractor's insurance requirements under this Agreement (Article 16, Insurance).
- (b) To losses arising from the Contractor's failure to comply with the provision's Article 13, Security and Confidentiality, regarding the City's Confidential Information.
- (c) To losses arising from a Party's wrongful intentional acts or the Contractor's failure or refusal to continue services in violation of Article 17, Dispute Resolution, regarding continued performance during cure periods.
- (d) To losses arising out of an intentional or knowing breach of Article 8, Representation, Warranties and Covenant, regarding viruses and disabling devices.
- (e) To losses arising out of the willful misconduct or gross negligence of the other Party.

- (f) To losses arising from the Contractor's failure to comply with the provisions of Article 12, Proprietary Rights.
- (g) To losses that cannot be limited by law.
- (h) Notwithstanding anything that may be contained herein to the contrary, fee reductions will not count toward satisfaction of the Cap on Liability.

#### **12.4 Non-Direct Damages**

Except as set forth herein, neither Party will be liable for consequential, incidental, indirect, special, exemplary or punitive damages, even if advised of the possibility of such damages, and regardless of the form in which any action is brought.

#### **12.5 Cost of Cure**

To the extent a Party elects to cure any failure by it to comply with its obligations under the Agreement, all costs and expenses associated with such cure will be borne solely by the curing Party and will in no event count toward satisfaction of the applicable Liability Cap.

#### **12.6 Force Majeure**

Both Parties will be released from their obligations under this Agreement to the extent that circumstances beyond the control of either Party prevent it from performing its obligations:

- (a) If and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, wars, rebellions or revolutions in the country where the services are being provided, governmental action in the country where the services are provided, third-party strikes, lockouts, labor difficulties, or any other similar cause beyond the reasonable control of such Party.
- (b) Provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming Party through the use of alternate sources, work-around plans or other means.

In such event, the nonperforming Party will be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay.

Any Party so delayed in its performance will immediately notify the other Party by telephone (to be confirmed in writing within three (3) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay. If any of the above enumerated circumstances continue for more than <X> days, the Party affected by the other Party's delay or inability to perform may elect to suspend performance under the SOW, obtain the affected services elsewhere and resume performance of the SOW once the Force Majeure event ceases to exist. The Contractor may request an appropriate adjustment to the charges for

any applicable services to reflect any additional costs incurred as a result of the Force Majeure event.

## **12.7 Exclusions**

Subject to Section 3.1.2, under no circumstances shall either Party be liable to the other Party for any of the following types of loss or damage arising under or in connection with this Agreement — whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including, but not limited to, negligence), breach of statutory duty or otherwise:

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- Any loss of profits
- Any loss of business
- Any loss of contracts
- Any loss of anticipated savings
- Any loss of goodwill
- Any loss of revenue
- Any wasted expenditure
- Any loss or corruption of data
- Regardless of whether any of the above types of loss or damage are direct, indirect or consequential
- Any indirect or consequential loss or damage whatsoever

The above holds true even if the Party was aware of the possibility that such loss or damage might be incurred by the other Party.

## **13 PROPERTY RIGHTS**

### **13.1 Work Product**

- (a) The City will be the sole and exclusive owner of every Work Product/Deliverable, to the extent developed based upon specifications provided by the City, or developed by the Contractor specifically for the City as a tangible product of the Services, and any Derivative Work Product of the foregoing ("City-Owned Work Product"), and of all copyrights, patents, trademarks, trade secrets and other proprietary rights in and to the City-Owned Work Product on the appropriate payment for Services or for the Work Products, as the case may be, under this Agreement.
- (b) The Contractor understands and agrees that the City owns all rights, titles, and interest in and to the Data stored in any and all assets that are owned by the City or stored on assets provided by the Contractor on behalf of the City to store City Data as required by the Services, and in and to any modification, compilation or (Derivative) Work Product thereof (collectively, "City Data"), and also owns all copyrights, trademarks, trade secrets, and other proprietary rights in and to the City Data. The Contractor will apply Article 14, Legal Compliance to ensure City Data is marked accordingly.
- (c) The Contractor agrees that, except with the prior consent of the City, the Contractor will not embed or incorporate any Contractor or Third-Party Pre-Existing IP that is to be utilized for, incorporated into or provided as part of any Services performed or Work Product provided under this Agreement.

The Contractor will be the sole and exclusive owner of any methodologies, manuals, products, independent utilities, tools, programs or components that are or were developed or owned by the Contractor prior to or independent of the Services performed under this Agreement or any enhancements or improvements thereof made as part of the Services, and of all copyrights, patents, trademarks, trade secrets and other proprietary rights therein ("Contractor Pre-Existing IP").

- (d) The Parties will, from time to time, agree and specify any product, independent utilities, tools, programs or components that are or were developed or owned by a Third Party or Subcontractor prior to or independent of the Services performed under this Agreement, or any enhancements or improvements thereof made as part of the Services ("Third-Party Pre-Existing IP").
- (e) Ownership of the City-Owned Work Product will benefit the City from the date of conception, creation or fixation of the City-Owned Work Product in a tangible medium of expression (whichever occurs first).
- (f) The Contractor hereby expressly assigns to the City all exclusive rights, titles and interest in and to the City-Owned Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, whether in the United States or any other country, territory or jurisdiction, that the Contractor may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of the Contractor.
- (g) Any assignment of copyright, as defined in Section 12.1.7, includes all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such that Moral Rights cannot be assigned under applicable laws, rules and regulations, and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, the Contractor hereby waives such Moral Rights and will ensure that its personnel, Subcontractors and agents irrevocably waive in whole such Moral Rights. The Contractor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- (h) The Contractor acknowledges that the Parties do not intend the Contractor to be a joint author of the City-Owned Work Product, and that the Contractor will, in no event, be deemed the joint author of any City-Owned Work Product. The Parties will cooperate with each other and execute such other documents as may be appropriate to achieve the objectives in this Section.
- (i) Except as provided in this Section, neither the Contractor nor any Subcontractor or Third Party will have the right to use the City-Owned Work Product in connection with the provision of services to its other customers without the prior written consent of the City, which consent may be withheld or given at the City's sole discretion.

- (j) The Contractor will promptly and fully disclose in writing and deliver to the City all City-Owned Work Products, and which delivery, in the case of computer programs, will include any available source code and object code and all available user manuals and other documentation, including any documentation specifically requested by the City, where the requested information pertains to the City-Owned Work Product. The Contractor will execute and deliver to the City any and all patents, copyrights or other applications, assignments and other documents that the City requests for protecting the City-Owned Work Product, whether in the United States or any other country, territory or jurisdiction. The City will have the full and sole power to prosecute such applications and to take all other action concerning the City-Owned Work Product, and the Contractor will cooperate, at the City's expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning such City-Owned Work Product. The delivery of any work product to the City cannot exceed the contract's term.
- (k) Notwithstanding anything to the contrary contained in this Agreement, including this Section 12, the sole and exclusive owner of any Third-Party's Pre-Existing IP and of all Derivative Work Products thereof that are created, invented, conceived and fixed in a tangible medium of expression by such Third Party (such Derivative Work Products, collectively with the Third Party's Pre-Existing IP, the "Third-Party Work Products") will be the applicable Third Party.
- (l) The Contractor acknowledges and agrees that the City owns all rights, titles and interests in and to the City Confidential Information and the City Data as defined in Article 11, Legal Compliance.

### **13.2 Rights and Licenses**

- (a) The City hereby grants to the Contractor a nontransferable, nonexclusive, royalty-free, fully paid-up license to use any City-Owned Work Product solely as necessary to provide the Services to the City and/or its Affiliates. The Contractor must obtain written permission from the City to pass the license to Third Parties and Subcontractors involved in the provision of the Services. The Contractor will ensure that any use of such license by Third Parties or Subcontractors must be limited to the provision of services that are required to provide the Services to the City. The license explicitly cannot be used to provide Services to other customers of the Contractor, Third Parties or Subcontractors.
- (b) To the extent that any Contractor Pre-Existing IP or a portion thereof is incorporated or contained in an City Work Product under this Agreement, the Contractor hereby grants to the City a nonexclusive, perpetual, royalty-free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers to use, copy, install, perform, display, modify and create Derivative Work Products of any such Contractor Pre-Existing IP in connection with the Services in which they are incorporated or embedded.
- (c) The Contractor will also grant the City a nonexclusive, non-substitutable licensable, nontransferable license for no more than 24 months after the

expiry or termination of this Agreement for Contractor Pre-Existing IP and Third-Party Pre-Existing IP used in provision of the Services, the withdrawal of which following such termination (including partial termination) or expiry would make delivery of the relevant Services or Interim Services to which it relates impossible. The license will carry a reasonable royalty at similar component cost as part of the Service or comparable to the market rate, to be agreed between the Parties in writing.

- (d) The Contractor will be solely responsible for any open-source licensing used to provide any Services performed or Work Product under this Agreement, and any open-source licensing shall be between the Contractor and the open-source licensor. The Contractor shall be solely responsible for compliance of all terms and conditions of the applicable Open Source License, including, but not limited to, any obligation to submit the open-source derivatives to the Open-Source Community.
- (e) Unless expressly stated otherwise, Contractor will obtain from Third Parties and Subcontractors all rights and licenses required to perform the Services at the Contractor's expense. With respect to all technology used and to be used by the Contractor to perform the Services, whether proprietary to the Contractor or known to be proprietary to a Third Party or Subcontractor, the Contractor hereby grants to the City and its authorized representatives (including Third-Party service providers) a nonexclusive license to use, or receive the benefit of the use by the Contractor of, such technology as necessary to receive the Services.
- (f) The City will permit the Contractor to have limited access to the City Data solely to the extent that the Contractor requires access to such data to provide the Services in accordance with the terms of this Agreement. The Contractor may only access and process City Data in connection herewith or as directed by the City in writing and may not otherwise modify City Data, merge it with other data, commercially exploit it or engage in any other practice or activity that may in any manner adversely affect the integrity, security or confidentiality of such data, other than as specifically permitted herein or as directed by the City in writing.
- (g) Neither Party, directly or through a third party, will alter, copy, reverse engineer, decompile, disassemble, attempt to derive source code from, license, sell, transfer, lease, disclose, or modify or remove any copyright or proprietary notice from any Work Product or Pre-Existing IP.
- (h) Parties will have the right, within 10 days of a Party's written request during normal business hours and at times mutually agreed upon by Parties, to audit the other Party's use of a Work Product or Pre-Existing IP owned by the requesting Party to monitor compliance with this Agreement in agreement with Article 14, Legal Compliance.
- (i) Each Party will perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other proprietary right of any Third Party or Subcontractor, or a violation of the other Party's software license agreements or intellectual property rights disclosed to or

known by such Party, in accordance with Article 15, Indemnification and Article 16, Insurance.

- (j) Each Party will be entitled to use the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement. Nothing contained in this Section 12 will relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

## 14 SECURITY AND CONFIDENTIALITY

### 14.1 Security

- (a) **Security Policies and Technologies**  
The Contractor will provide all Services, using security technologies and techniques in accordance with industry best practices and the City's security policies, procedures and requirements, including those relating to the prevention and detection of fraud and any other inappropriate use or access of systems and networks.
- (b) **Network and Application Technologies**  
Without limiting the generality of Section 13.1 (Security Policies and Technologies), the Contractor will implement and use network management and maintenance applications and tools, appropriate fraud prevention and detection, and data confidentiality/protection/encryption technologies. The Contractor will also physically and logically separate different customers' networks.
- (c) **Endpoint and Server Security**  
The Contractor will implement and use management and maintenance applications and tools, appropriate fraud prevention and detection, and data confidentiality/protection/encryption technologies for endpoints, servers and mobile devices. This must include mechanisms to identify vulnerabilities and apply security patches.
- (d) **Security Program**  
In addition, the Contractor will establish and maintain a continuous security program as part of the Services. The security program must enable the City (or its selected third party) to:
- (e) **Security Maturity Level**  
In no event may the Contractor's action or inaction result in any situation that is less secure than:
  - i. The security that the City provided as of the Effective Date of the Agreement.
  - ii. The security that the Contractor then provides for its own systems and data, whichever is greater.

Moreover, the Contractor organization is obliged to obtain a Statement on Auditing Standards No. 70 (SAS 70) II certification for the Services provided under this Agreement. The Contractor is also obliged to certify its

security program against ISO/IEC 27001 no later than 60 days after the signature of this contract. In addition, the Contractor is obliged to adhere to the Payment Card Industry Data Security Standard (PCI DSS) if it processes payment card data.

(f) Physical Access

The Contractor will ensure physical security. This includes:

- i. Physical access to any equipment that is on the premises of the Contractor's facilities and contains any data or information of the City.
- ii. Any mobile storage devices or any other access on the desktops that allow employees to potentially take away data from the premises
- iii. Scenarios for moving and storing electronic data off-site (or hot site).

(a) Information Access

Prior to performing any Services, the Contractor and its employees, agents and Subcontractors who may access the City's data and software must have executed agreements concerning access protection and data/software security that are consistent with the terms and conditions of this Agreement. The Contractor and its employees, agents and Subcontractors must comply with all the City's and its Affiliates' policies and procedures regarding data access, privacy and security, including those prohibiting or restricting remote access to the City's systems and data.

Computer data and software, including the City's data, provided by the City or accessed (or accessible) by the Contractor's personnel or the Contractor's Subcontractor personnel, must be used by such personnel only in connection with the obligations provided in this Agreement and will not be commercially exploited by the Contractor or its Subcontractors in any manner whatsoever. Failure of the Contractor or the Contractor's Subcontractors to comply with the provisions of this Article 13 may result in the City restricting offending personnel from access to the City's computer systems or Data, or immediately terminating this Agreement. The Contractor will be responsible for maintaining and ensuring the confidentiality and security of the City's data.

(b) Identity and Access Management

The City will authorize, and the Contractor will issue, any necessary information access mechanisms, including access identities (IDs) and passwords, and the Contractor agrees that the personnel to whom they are issued will use the same mechanisms. The Contractor will provide these personnel only with the minimum level of access necessary to perform the tasks and functions for which they are responsible. The Contractor will provide the City with an updated list of those Contractor personnel who have access to the City's and/or its Affiliates' systems, software and data, and the level of such access. The Contractor will provide this list at the request of the City or at least quarterly in the absence of any request from the City.

(c) Security Monitoring and Incident Response

The City and the Contractor will collaborate on security monitoring and incident response, define points of contact on both sides, establish

monitoring and response procedures, set escalation thresholds, and conduct training. The Contractor will, at the request of the City or, in the absence of any request from the City, at least quarterly, provide the City with a report of the incidents that it has identified and taken measures to resolve

(d) Safety

The Contractor understands that safety is a high priority and a material element of how the Contractor delivers the Services. The Contractor, therefore, agrees to follow all the City's safety policies when at the City's facilities.

The Contractor also acknowledges that it may use the City's facilities only for the City's operations and that it must maintain these to standards required for such usage.

In addition to any site-specific safety guidelines, the Contractor will meet all guidelines from occupational safety and health administrations and similar national and international requirements regarding safety.

The Contractor will promptly report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury to the City (and/or its employees, affiliates, contractors or Subcontractors) that occur at a City facility. The Contractor agrees to cooperate and help the City investigate any such incidents in accordance with the safety procedures that the City has in place at the time of any such incident. The operation of the Contractor's vehicles or private vehicles of Contractor personnel on the City's property will conform to any safe driving regulations and visible road or traffic-related signs. The Contractor and/or any of its personnel involved in accidents on the City and/or its Affiliates' property will promptly report the incidents to the City's appropriate security personnel.

(e) Other Policies

The Contractor will abide by all the City's policies and procedures that the City submits to the Contractor in writing. These policies and procedures may include, without limitation, rules and requirements for the protection of premises, materials, equipment and personnel. The Contractor will also cause its employees, contractors (including Subcontractors), and agents to comply with these policies and procedures. If any such Contractor personnel (contractors or Subcontractors) violate or disregard these policies or procedures, the City and/or its Affiliates will have the right to deny these personnel access to the City and/or its Affiliates' properties or immediately terminate this Agreement.

## 14.2 **Confidentiality**

(a) Nondisclosure of City's Information

All the City's Confidential Information will be deemed the sole property of the City. The Contractor and its employees, contractors (including Subcontractors), and agents will use this Confidential Information only for the purposes of performing the Contractor's obligations under this Agreement. The Contractor and/or its Subcontractors will not publish,

transmit, release or disclose this Confidential Information to any other person without the City's prior written consent, which the City may withhold at its sole discretion.

The Contractor will implement and maintain appropriate policies and procedures to safeguard the confidentiality of the City's Confidential Information in accordance with Subsection 13.2. The Contractor acknowledges and agrees to contractually bind its Subcontractors to comply with the same confidentiality requirements to which the Contractor is bound under this Agreement.

The Contractor acknowledges that some of the City's Confidential Information is also confidential to third-party vendors that compete with the Contractor for the City's business and to the other Contractor's third-party customers and prospective customers. The City's Confidential Information may also include pricing information that is sensitive from a competitive standpoint.

The Contractor acknowledges that certain Contractor personnel will need access to competition-sensitive information to perform the Services. Therefore, the Contractor agrees to:

- i. Take appropriate steps to restrict access to competition-sensitive information to those Contractor personnel who need to have access to such information in order to perform their assigned duties.
- ii. To safeguard competition-sensitive information against inadvertent disclosure to Contractor personnel who do not need to have access to such information in order to perform their assigned duties.
- iii. Provide appropriate training to support compliance with Subsection 13.2 for those Contractor personnel who need to have access to competition-sensitive information in order to perform their assigned duties.

(b) Disclosure Requests

The Contractor will promptly communicate to the City all requests, from any source, for copies of or access to, or other disclosure of the City's Confidential Information.

(c) Permitted Disclosures

If the Contractor's employees, contractors (including Subcontractors), and agents providing Services in terms of this Agreement have access, in whatever form or function, to the City's Confidential Information, the Contractor will ensure that these parties sign a confidentiality agreement, prior to any such activity or access. This agreement must contain provisions no less stringent than those detailed in Section 13.2 regarding nondisclosure of the City's Confidential Information.

The Contractor may disclose the City's Confidential Information only to those employees, contractors (including Subcontractors), and agents who have a need to know this Confidential Information in order to perform their duties under this Agreement and only to the extent that is necessary.

Regardless of the form of any formal agreement that the Contractor has signed with its employees, contractors (including Subcontractors), and agents, the Contractor will retain liability for all breaches of this Agreement and for acts of omissions and/or unauthorized use or disclosure of the City's Confidential Information by its officers, employees, contractors (including Subcontractors), agents and the like.

(d) Consultant's Confidential Information

The City must take the same care to prevent the disclosure of the Contractor's Confidential Information as it takes to prevent disclosure of its own information of a similar nature. In no event may the City take less than a reasonable degree of care.

(e) Legally Required Disclosures

The receiving Party may disclose the Confidential Information of the disclosing Party to the extent that disclosure is based on the good-faith written opinion of the receiving Party's legal counsel that disclosure is required by law or by order of a court or governmental agency. However, the receiving Party may exercise this right only if it has requested this disclosure and communicated the legal opinion in writing and in advance to the disclosing Party.

The receiving Party must also reasonably cooperate with the disclosing Party to protect the confidentiality of the disclosing Party's Confidential Information.

If the receiving Party does not reasonably cooperate to protect the confidentiality of the disclosing Party's Confidential Information, the disclosing Party reserves the right to obtain a legal protective order or otherwise protect the confidentiality of such Confidential Information. For purposes of Section 13.2(e) (Legally Required Disclosures), the City's legal counsel will act as the City's primary contact.

(f) Notification and Mitigation

In the event of any impermissible disclosure, loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information.

(g) Return of Confidential Information

When the deal Term expires or terminates, and at any other time at the written request of the disclosing Party, the receiving Party must promptly return to the disclosing Party all its Confidential Information (and all copies of this information) that is in the receiving Party's possession or control, in whatever form.

Unless the disclosing Party agrees or specifies otherwise, the receiving Party will also deliver to the disclosing Party or, if requested by the disclosing Party, will delete or destroy any copies, duplicates, summaries, abstracts or other representations of any such Confidential Information or

any part thereof, in whatever form, then in the receiving Party's possession or control.

(h) Notwithstanding Subsection

- i. The Contractor may retain one (1) copy of documentation and data, excluding the City's data, for archival purposes or warranty support — provided, however, that any subsequent disclosure of such archived data complies with this Article 13.
- ii. The City may retain copies of the Contractor's Confidential Information to the extent required by law or regulation, and to the extent otherwise permitted under this Agreement and for legal archival purposes.

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(i) Injunctive Relief

If the receiving Party or anyone acting on its behalf or operating under its control, including employees, Subcontractors and other third parties, publishes, transmits, releases, discloses or uses any of the disclosing Party's Confidential Information in violation of this Article 13, or if the disclosing Party anticipates that the receiving Party may violate or continue to violate any restriction detailed in this Article 13, then the disclosing Party will have the right to try to get a court that has jurisdiction of this Agreement to enforce the provisions in this Article 13. The disclosing Party will have the right to attempt this without being required to post bond or other security, without having to prove that the damage to be suffered would be irreparable, and without having to prove the inadequacy of available remedies at law.

(j) Survival

The Parties' obligations of nondisclosure and confidentiality with respect to the other Party's Confidential Information will survive the expiration or termination of this Agreement for a period of five (5) years from either:

- i. The expiration or termination of this Agreement.
- ii. The return or destruction of the other Party's Confidential Information in accordance with Section 13.2(g) (Return of Confidential Information).

## 15 LEGAL COMPLIANCE

### 15.1 Compliance with Applicable Laws and Regulations

The Contractor must ensure that its organization and each of its Subcontractors:

- (a) Comply with all applicable laws and regulations when performing the Services and the Contractor's other obligations under this MSA
- (b) Provide all agreed support related to the Services that the City requires to meet all requirements imposed by applicable laws and regulations
- (c) Meet the City's internal and external audit and compliance requirements as specified in Article 7, Record Keeping and Audit Rights.

The Contractor has verified that, at the Effective Date of the MSA, none of the applicable laws or regulations will prevent or restrict the Contractor or any of its

Subcontractors from providing the Services in accordance with the provisions of this MSA.

The Contractor will guarantee that, from the Effective Date, its organization and/or its subcontractors are legal entities to whom the City is entitled to outsource the Services.

If the City is not compliant with a law or regulation at the Effective Date, and it is reasonably necessary for the Contractor to incur expenses to make the Services compliant with the law or regulation, then the City must reimburse the Contractor for such expenses.

The Contractor must remain compliant with regulations from the Effective Date.

## **15.2 Regulatory Change**

The City must be responsible for interpreting any laws or regulations affecting its use of and its requirements for the Services, except for those laws and regulations that generally apply to the Contractor's internal business operations.

If an applicable law or regulation listed in the terms and conditions of this MSA changes after the Effective Date of the contract, and this change requires a change in the Services or the City's requirements for these Services, then the Contractor and the City will handle the changes related to the Services in accordance with the change control procedures described in Attachment I, Contract Management Plan.

In accordance with the change control procedure described in Attachment I, Contract Management Plan, the Contractor and the City must determine the costs that the Contractor will need to incur to comply with new laws and regulations, or changes to existing laws and regulations with which the City must comply. The Parties will also need to determine how these costs will affect the Charges.

The Contractor will be responsible for monitoring and complying with all changes to applicable laws and regulations that relate to the Contractor's industry. The Contractor will also be responsible for any costs that this process involves and for any costs incurred when changing the method it uses to provide the Services to comply with these amendments. The City must reasonably cooperate and consent to the implementation of such changes in accordance with the change control procedure described in Attachment I, Contract Management Plan.

## **15.3 Dealings with Regulators**

Regulators are any and all governmental or industry-specific bodies that define, implement and uphold legally binding regulations that apply to or affect the City or Contractor or the provision or reception of the Services.

The Contractor must ensure that its organization and all its subcontractors comply with all obligations to consult with Regulator representatives during the term of the contract and thereafter if the City requires this compliance. This compliance will require the Contractor to:

- (a) Follow all binding instructions regarding the Services that a Regulator may issue.
- (b) Supply the City and any Regulator with all necessary information related to the Services that these Parties reasonably request during the initial term, renewal term or after this MSA terminates.

The Contractor must, to the extent legally permitted, notify the City prior to complying with any request from a Regulator and must supply the City with copies of all information that it or any of its subcontractors supplied to the Regulator in connection with the request.

#### **15.4 Material Breach**

If the Contractor or any of its subcontractors is noncompliant with any applicable law or regulation, or responsible for causing this noncompliance, the Contractor (or its subcontractors) must remedy this noncompliance within 30 business days from receipt of written notification of such noncompliance from the City.

If the Contractor (or its subcontractors) cannot remedy this noncompliance within 14 days after receiving written notification of the noncompliance, and such a noncompliance materially and negatively affects the receipt of the Services or the City or any of its affiliates' businesses, then the Contractor will be in material breach of this MSA.

#### **15.5 Licenses, Approvals, and Notifications**

The Contractor must, at its own expense, obtain — and keep current in a timely manner — all necessary licenses, approvals, permits, certifications and authorizations (in each relevant jurisdiction) that are required to provide the Services and comply with all other obligations under this MSA. These documents include governmental licenses and permits and regulatory notification and approval.

The Contractor must obtain such necessary licenses, approvals, permits, certifications and authorizations before the Effective Date. The Contractor must submit written evidence of these necessary licenses, approval and notifications to the City before the Effective Date.

The City reserves the right to reasonably request and review all such applications, permits and licenses.

If the Contractor or any relevant Regulator requires any additional licenses, approvals, permits, certifications or authorizations after the Effective Date, then the Contractor must obtain these in a timely manner at its own expense, and provide the City with copies of these as soon as it is reasonably possible to do so.

If requested, the City must cooperate with the Contractor, at the Contractor's expense, to obtain any such necessary approval, permits and licenses.

The Contractor must advise the City of all known permits and licenses that it needs to obtain on behalf of the City with respect to the Services, and the Contractor must cooperate with and assist the City in obtaining all such permits and licenses.

## 15.6 Control Rules

The Contractor must provide and ensure that its subcontractors will provide any assistance that the City reasonably requests to enable the City to comply with applicable control rules that follow from regulations and applicable law, which are necessary for the delivery of the Services. Applicable control rules are:

- (a) Applicable requirements of the U.S. Sarbanes-Oxley Act (SOX) of 2002
- (b) The rules and standards of the Public Company Accounting Oversight Board (PCAOB)
- (c) The rules of the United States Securities and Exchange Commission (SEC)
- (d) Similar applicable laws relating to disclosure controls and procedures and internal controls over financial reporting
- (e) Applicable industry regulations relating to disclosure controls and procedures

This assistance will involve:

- (a) Assisting in the implementation of policies the City needs to implement to reflect the controls and procedures required for the City to comply with the control rules.
- (b) Translating these policies into supplier controls, which the Contractor will need to implement to reflect the policies that the City requires to comply with the control rules. Translate implies identifying, defining and documenting the supplier controls and maintaining an archive of any tests executed to assess whether the supplier controls are operationally effective.
- (c) Notifying the City quarterly of material changes to any of the supplier controls.
- (d) Immediately reporting and remedying any significant deficiency in the design or operation of the supplier controls, or any other deficiency that the Contractor may reasonably expect will affect the City's compliance with the control rules.
- (e) Ensuring that the Contractor's external independent auditors prepare a SAS 70 Type 2 Report (or other similar report or audit activity agreed by involved Parties) and deliver it to the City according to the timelines set out below to comply with the control rules:
  - i. By DAY/MONTH of each year starting in 2016, the Contractor must provide a management statement that contains a declaration stating that there have been no significant changes in the design and operational effectiveness of the controls covered in the auditor's report. Significant changes would include, but are not limited to:
    - Changes in Key Personnel (capacity and skills) within the Contractor's delivery organization
    - Changes to procedures to resolve previously identified deficiencies

- Errors identified in the Contractor's delivery organization
- ii. The Contractor must inform the City of any supplier control deficiencies that it (or any other party) has found during the period in which the Contractor executes the Services within 15 days after it has discovered them.
- iii. The Contractor will resolve any deficiencies that it has discovered. The Contractor must resolve these deficiencies within 30 days after discovering them and in accordance with the change control process described in Attachment I, Contract Management Plan.
- iv. The City will have the right to assess, test and accept or reject the Contractor's resolutions.
- v. Cooperating with its external auditors and with the City and the City's external auditors regarding the delivery of the SAS 70 Type 2 Report and the implementation of the following:
  - Any tests reasonably required to confirm that the Supplier Controls are operating effectively and to identify any deficiencies in the Supplier Controls
  - Any measures required to correct any deficiencies in Supplier Controls
- vi. Cooperating with the City and the City's auditors and providing them with any information and access to records, documentation, data, premises and personnel that they need to provide any reports required by the control rules.
- vii. The Contractor will not be obliged to certify the City's financial statements in connection with this MSA.
- viii. The assistance that the Contractor must provide under this Section 14.6 is included in the Fees as described in Article 6, Fees & Payment Terms, provided that this assistance is required to enable the City to comply with the control rules.

#### **15.7 Protection of Personal Data**

- (a) The Contractor acknowledges that the City's Confidential Information may include personal information pertaining to employees who may be protected by various legal directives regarding protection of personal data.
- (b) The Contractor agrees to comply with all the City's policies and directives around data privacy to the extent that such requirements apply to the Services.
- (c) The Contractor must follow any recommendation issued by every Protection of Personal Data authority in the applicable jurisdiction of this MSA to the extent that such recommendations apply to the Services.
- (d) During the term of the contract, the Contractor must comply with all applicable laws, regulations, regulatory requirements and codes of practice when processing all personal data pursuant to its obligations under this

MSA. These obligations involve complying with all the provisions of and amendments to the applicable Protection of Personal Data Laws, which will at least include:

- (i) U.S. federal laws with clauses on privacy, of which at minimum the Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Children's Online Privacy Protection Act (COPPA), and Electronic Communications Privacy Act (ECPA)
  - (ii) U.S. federal regulations based on H.R.2221 Data Accountability and Trust Act, and Personal Data Privacy and Security Act, S.1490
  - (iii) U.S. state breach notifications laws
- (e) The Contractor will oblige its employees and subcontractors to comply with applicable Protection of Personal Data Laws and to undertake in writing only to collect, process or use any personal data received from the City to provide the Services and not to make personal data that it received from the City available to any third party, unless the City has specifically directed the Contractor to do so.
- (f) The Contractor agrees that, as part of the Services it is contracted to provide to the City, it must take, implement and maintain all such technical and organizational security procedures and measures necessary or appropriate to preserve the security and confidentiality of personal data that it processes, and to protect such personal data against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. These measures and procedures include any technical and organizational security procedures and measures that the City may require or direct the Contractor to execute. The Contractor, however, agrees that it will, at the City's request, provide relevant assistance to the City to devise appropriate technical and organizational measures.
- (g) By executing this MSA, the City appoints the Contractor as a data processor of the City's data. As a processor of such data, the Contractor will process the City's data as specified by the Services in this MSA. The Contractor may perform such processing as it reasonably considers necessary or appropriate to deliver the Services, provided these actions are lawful and comply with the terms and conditions of this MSA.
- (h) The Contractor understands and acknowledges that, when performing its obligations in terms of this MSA necessitates the processing of personal data, it must only act on instructions and directions from the City. The Contractor must comply promptly with all such instructions that the City communicates to the Contractor in writing.
- (i) When the MSA expires or terminates, the City will, if necessary, promptly notify the Protection of Personal Data authorities in the applicable jurisdiction of this MSA that it has terminated the Contractor's appointment as the City's data processor.

- (j) The Contractor will not transfer any of the City's data across a country border unless the Contractor reasonably considers such a transfer appropriate or useful for the Contractor to perform the Services and has obtained the City's prior written consent to do so.
- (k) The City is solely responsible for determining that any transfer of the City's data across a country border by the Contractor or the City complies with applicable Protection of Personal Data Laws.
- (l) If the City is required to provide information to an individual regarding that individual's personal data, the Contractor will reasonably cooperate with the City in providing such information to the full extent necessary to comply with Protection of Personal Data Laws. When the individual makes a verbal or written request directly to the Contractor, the Contractor must, as soon as it is reasonably possible to do so, notify the City of this request and provide the City with the details and information it requires to comply with its obligations under the Protection of Personal Data Laws.
- (m) If further to the request addressed in clause 14.7.12 above it is necessary to rectify the personal data, then the Contractor undertakes to amend the personal data as the City instructs it to do so.

#### **15.8 Data Security Breach Disclosure**

The Contractor or any of its subcontractors must protect Confidential Information that it has received from the City pursuant to all applicable Protection of Personal Data Laws and regulations and especially prevent any unauthorized disclosure (from here on addressed as "Data Security Breach").

If the Contractor believes that the City's Confidential Information may have been subject to a Data Security Breach, the Contractor must notify the City's Representative within 24 hours.

The City's Representative and the Contractor's Chief Information Security Officers will be responsible for the analysis, resolution, evaluation and reporting of a Data Security Breach:

- (a) Such analysis and evaluation must address the scope, the amount of damage and the number of individuals affected by the Data Security Breach.
- (b) Such resolution must address all measures required to resolve the Data Security Breach and underlying cause for such Data Security Breach and any mitigation activities to prevent a reoccurrence of such a Data Security Breach. The resolution must include, but not be limited to, help desk and call procedures for all individuals whose data may have been compromised.
- (c) Such reporting must address notification of the individuals whose Confidential Information has been compromised, public relations and regulatory reporting.

In case of a Data Security Breach, the Contractor must provide all information requested by the City or any Protection of Personal Data authority in the applicable jurisdiction of this MSA. Such information at minimum must explain:

- (a) How the Contractor has protected the City's Confidential Information, including, but not limited to, which processes and technologies the Contractor has put in place to identify a security breach, track remediation and report results
- (b) Why these protective measures failed in the specific Data Security Breach in question
- (c) What the Contractor will do to avoid a similar failure in the future

### **15.9 Hazardous Materials**

Hazardous material is defined as any item or agent (biological, chemical or physical) that has the potential to cause harm to humans, animals or the environment, either by itself or through interaction with other factors or materials. When disposing of any of the City's or Contractor's equipment used in the provision of the Services, the Contractor must be responsible for complying with all environmental and other laws, rules, regulations and requirements regarding Hazardous Materials, health and safety, and related notices and training that apply in the applicable jurisdiction of this MSA:

- (a) The Contractor must not store any Hazardous Materials at any of the City's sites without the City's written approval. Such approval will identify the City's site where the Contractor can store the materials and for how long.
- (b) The Contractor agrees to take all actions necessary, at its expense, to protect third parties, including, without limitation, employees and the City's agents, from any exposure to Hazardous Materials generated or used when performing the Services under this MSA.
- (c) The Contractor agrees to report to the appropriate government agencies all discharges, releases and spills of Hazardous Materials that it is required to report under any environmental law and to immediately notify the City of these incidents and of the reports it has submitted to any government agencies.

### **15.10 Non-Harassment/Non-Discrimination**

The City and the Contractor must ensure that their organizations and their subcontractors maintain a work environment for their employees that is free from any unlawful harassment and discrimination based on a person's gender, age, race, sexual orientation, religion, nationality or physical disability or condition. Unlawful harassment includes verbal, physical and visual harassment; unwelcome sexual advances; solicitation of sexual favors; and/or creating or maintaining an intimidating or hostile work environment.

Both Parties agree to maintain and enforce a strict policy prohibiting all unlawful harassment and discrimination in their workplace environments.

The Parties agree not to expose personnel that they employ or contract to unsafe or hazardous conditions when performing the Services at the Contractor and the City's premises, or during transit/transportation to perform the Services.

Failure by either Party to fulfill its obligations under Article 14 will constitute a material breach of this MSA by the respective Party. In case of such a material breach, the other Party may immediately terminate this MSA for cause.

## **16 INDEMNIFICATION**

### **16.1 Indemnification Identification**

Either Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") against any and all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a Third Party in regard to an Indemnification Matter. An Indemnification Matter can be any of the following:

- (a) a situation where development, provision, possession or use of Indemnified Materials infringe, or constitute an infringement or misappropriation of any patent, trade secret, copyright or other proprietary right of any Third Party or Subcontractor, or a violation of the Indemnified Party's software license agreements or intellectual property rights disclosed to or known by the Indemnifying Party.
- (b) a situation where employees, contractors, sub-contractors, suppliers, agent(s), employed or engaged or otherwise working for the Indemnifying Party claim entitlement to wages, salaries, remuneration, compensation or the like.
- (c) a situation of personal injury, death or damage to tangible property proximately caused by the Indemnifying Party.
- (d) a situation arising from non-compliance of the Indemnifying Party to Security and Confidentiality statements as stipulated in Article 13, Security and Confidentiality to this Agreement.
- (e) any other situation arising from non-compliance of the Indemnifying Party to any and all laws and regulations as stipulated in Article 14, Legal Compliance to this Agreement.

### **16.2 Applicable Indemnification**

In case either Party becomes aware of an Indemnification Matter:

- (a) the Indemnified Party will notify the Indemnifying Party as soon as practicable of the Indemnification Matter, but not later than [XX] days after the Indemnified Party receives notice of the Indemnification Matter (or sooner if required by law), stating in reasonable detail the nature of the Indemnification Matter and, if practicable, the amount claimed, and consult with the Indemnifying Party with respect to the Indemnification Matter;
- (b) the Indemnified Party will not admit any liability or agree to any settlement or compromise in regard to the Indemnification Matter without the prior

- written consent of the Indemnifying Party, which will not be unreasonably withheld or delayed;
- (c) the Indemnifying Party will at notification assume conduct of the claim which will include, without limitation:
    - (a) the right to conduct any proceedings or action,
    - (ii) negotiate the settlement of a claim so long as no settlement purports to make an admission of fault or liability on behalf of the Indemnified Party, and
  - (d) to conduct all discussions and dispute resolution efforts in connection with a claim;
  - (e) the Indemnified Party will, at the Indemnifying Party's request, cost and expense, give any information and assistance that the Indemnifying Party may reasonably request and the Indemnified Party may reasonably be able to provide to:
    - (a) dispute, resist, appeal, compromise, defend, remedy or mitigate the matter; or
    - (b) enforce against a person (other than the Indemnifying Party) the Indemnified Party's rights in relation to the Indemnification Matter.

15.2.1 The Indemnified Party will take all proper action to mitigate the Indemnification Matter so as to minimize the losses, damages, costs, expenses and other liabilities (including legal and other professional fees) incurred by or awarded against the Indemnifying Party in connection with the Indemnification Matter, taking into account Article 11, Limitations of Liability of this Agreement.

15.1.4 The Indemnifying Party will ensure that any interruption to the operation of the Services in consequence of and relation to the Indemnification Matter is kept to a minimum.

15.1.5 The Indemnifying Party will take all proper action to minimize the losses, damages, costs, expenses and other liabilities (including legal and other professional fees) incurred by the Indemnified Party and their respective parents, board members, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents in connection with the Indemnification Matter. Such proper action by the Indemnifying Party will comprise the options to either:

- (a) procure for the Indemnified Party the right to continue the development, provision, possession or use of Indemnified Materials; or
- (b) modify the Indemnified Materials so that the Indemnified Materials are non-infringing without materially detracting from their overall functionality or performance; or
- (c) replace the infringing Indemnified Materials with other non-infringing Indemnified Materials that have a materially equivalent performance and functionality to the infringing Indemnified Materials; or

- (d) terminate the development, provision, possession or use of Indemnified Materials and refund any fees the Indemnified Party may have paid for it.

15.1.6 The Indemnified Party may retain, at its own cost, separate counsel to monitor any proceeding related to the Indemnification Matter.

15.1.7 If termination of the development, provision, possession or use of Indemnified Materials by the Indemnifying Party materially affects the Indemnified Party's ability to meet its obligations under the Agreement, then the Indemnified Party may terminate the Agreement in accordance with Article 9, Term and Termination to this Agreement.

### **16.3 Non-Applicable Indemnification**

15.1.8 Indemnification of the Indemnified Party by the Indemnifying Party will not apply to any Indemnification Matter that arises from:

- (a) any changes made by the Indemnified Party to the Indemnified Materials, other than to the extent that such changes were at the direction or request of the Indemnifying Party or approved in writing by the Indemnifying Party; or
- (b) the use of the Indemnified Materials in combination with any other materials, software, equipment or systems other than those approved by the Indemnifying Party in writing; or
- (c) the use of a version of the Indemnified Materials which has been superseded and such superseding version was made available to and accepted in writing by the Indemnified Party; or
- (d) a breach by the Indemnified Party of the terms of any license, of which terms the Indemnifying Party has made the Indemnified Party aware, to an Intellectual Property Right granted to, or procured for, the Indemnified Party by the Indemnifying Party in accordance with this Agreement; or
- (e) if the Indemnification Matter could have been avoided by using an unaltered current version of the Indemnification Materials which was made available to and accepted in writing by the Indemnified Party; or
- (f) if the Indemnification Matter is based upon any Indemnified Materials not furnished by the Indemnifying Party; or
- (g) if in case of personal injury, death or damage to tangible property the actions of the Indemnified Party are a contributing cause, in whole or in part to the Indemnification Matter.

### **16.4 Consent and Continuation**

All settlements of claims subject to indemnification under this Article 15, Indemnification will:

- (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld; and
- (b) include an appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.

The foregoing constitutes the exclusive obligations of the Parties for indemnification. Nothing in this section impairs, waives, or affects any and all legal defenses available to the Parties under applicable laws.

This Article 15, Indemnification will remain in full force and effect notwithstanding any termination or expiration of this Agreement, for whatever reason, for the period of protection of the Indemnification Matter by Intellectual Property Rights.

**17 INSURANCE**

**17.1 Required Insurance Coverage**

During the term, and for such other periods as may be required herein, at its sole expense, the Contractor will provide and maintain insurance that is consistent with acceptable and prudent business practices, including, at a minimum, the types of insurance and the amounts described in Section 16.1.2 — Coverage. The fact that the Contractor has obtained the insurance required in Article 16 will, in no manner, lessen or otherwise affect the Contractor's other obligations or liabilities set forth in this Agreement, including, without limitation, its obligations to defend, indemnify and hold the City harmless in accordance with Article 15: Indemnification. If the Contractor retains any Subcontractors, then the Contractor will require all such Subcontractors to carry the same or greater coverage at the same limits set forth herein (see Article 18: Use of Subcontractor).

*16.1.2 Coverage must be concurrently in effect and signed off by the City's Representative concurrently with the effective date of the Agreement*

NAME: \*\*\*\*\*  
 AGREEMENT/ACTIVITY: **RFP – Information Technology Support Services**  
 TERM: **Three (3) years**  
 DEPARTMENT: **Finance**

The insured must maintained insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at the least the level of the limits indicated. All limits are per occurrence unless otherwise specified.

	<u><b>LIMITS</b></u>
(x) <b>Workers Compensation Endorsement</b>	Statutory
(x) Voluntary Compensation Endorsement	
(x) Waiver of Subrogation, specifically name the City of Huntington Park (Please see attached supplement)	
(x) Automobile Liability – covering owned, non-owned and hired auto	\$1,000,000
(x) <b>Commercial General Liability, including the following coverage</b>	\$2,000,000
(x) Premises and Operations	
(x) Contractual (Blanket/Schedule)	

- (x) Independent Contractors
- (x) Products/Completed Operations
- (x) Personal Injury
- (x) Additional Insured Endorsements, specifically naming the City of Huntington Park (Please see attached supplement)
- (x) Cyber security

(x)	<b>Professional Liability Insurance</b> *Claims-made policy: continuous coverage for at least one (1) year after contract completion, or one (1) year extended reporting period beginning after contract completion	\$2,000,000
(x)	<b>Errors and Omissions</b>	\$1,000,000
(x)	<b>Cyber Liability Insurance</b> *including but not limited to information security & privacy liability; privacy breach response services.	\$1,000,000

**INSURANCE COMPANIES WHICH DO NOT HAVE AN AM BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT IV, MUST BE REVIEWED FOR ACCEPTABILITY BY THE DIRECTOR OF FINANCE/TREASURER**

**Please return this form with Evidence of Insurance**

**17.2 General Insurance Provisions**

- (a) Evidence of Insurance  
Concurrent with the effective date, and thereafter at the City's request, the Contractor will deliver to the City certificates of insurance evidencing the insurance required hereunder, together with appropriate and separate endorsements. Note: The City needs to know about any exemptions or specific clauses that can cause the insurer not to pay (e.g., Contractor misconduct) so that the City can evaluate the real coverage of the insurance.
- (b) Claims-Made Coverage  
If coverage is written on a claims-made basis, then the certificate of insurance will clearly state this. In addition to the coverage requirements specified above, the Contractor will make all commercially reasonable efforts to provide that:
  - The date will coincide with or precede the Contractor's commencement of the performance of Services (including subsequent policies purchased as renewals or replacements).
  - Similar insurance is maintained during the required extended period of coverage, following the expiration of the Agreement, for a minimum of three (3) years.
  - If insurance is terminated for any reason, then the Contractor will purchase a replacement claims-made policy with the same or an earlier retroactive date, or the Contractor will purchase an extended reporting provision to report claims arising in connection with this Agreement for

a minimum of two (2) years following the termination or completion of Services.

- All claims-made policies must allow the reporting of circumstances or incidents that might give rise to future claims.

- (c) **Notice of Cancellation or Change of Coverage**  
All certificates of insurance provided by the Contractor must evidence that the insurance provider will endeavor to provide the City with thirty (30) calendar days' written notice in advance of canceling such insurance.
- (d) **Qualifying Insurers**  
With the exception of any wholly owned captive, all policies of insurance required herein will be issued by companies that have been approved to do business within the City's geographic region (e.g., state, province, country), unless prior written approval is obtained from the City's risk manager. All providers of insurance will have an A.M. Best Company rating of A- and a Financial Size Category of IV or better.
- (e) **Losses**  
In the event of loss or damage, or another event that requires notice or other action under the terms of any insurance coverage described above, the Contractor will be solely responsible for taking such action. The Contractor will provide the City with immediate notice and with such other information as the City may request regarding the event.
- (f) **No Limitation**  
The Contractor's obligation to maintain insurance coverage in specified amounts will not act as a limitation on any other liability or obligation that the Contractor would otherwise have under this Agreement.
- (g) **Policies and Endorsements**  
The Contractor will ensure that, where it is required under this Agreement to work at the City's facilities, then the Contractor will, unless otherwise agreed on in writing with the City, ensure that it holds third-party liability insurance to cover such work, and that such insurance does not contain any endorsements or exclusions relating to work performed at the City's sites, or generally to work of the City's industry, which would extinguish or reduce the coverage for the Contractor under such policies, and which it is otherwise required to effect by this clause.
- (h) **Additional Insurance**  
Because of the nature of its work, the City may, at its discretion, afford additional liability insurance to the Contractor at no cost. If given, then it will be evidenced by the issue of a special certificate of insurance, which will provide details of the coverage given as well as the terms and conditions. The Contractor must take careful note of the information given.

## **18 DISPUTE RESOLUTION PROCESS**

### **18.1 Process**

If the parties have a dispute regarding Services, the City and the Contractor shall follow the dispute resolution process described in this Article.

## 18.1 **Good Faith**

The City and the Contractor shall exercise reasonable, good-faith efforts to resolve the dispute throughout the Dispute Resolution Process.

### 18.1.1 Operational Disputes

Disputes at an operational level or non-unanimous decisions shall be settled by means of a unanimous decision of the Project Managers/Service Delivery Managers.

In case of failure to reach a unanimous decision, or if one of the Project Managers/Service Delivery Managers declares him/herself unauthorized to make a judgment, the dispute shall follow the stages of nonoperational disputes as set forth in Section 17.1.2.2.

### 18.1.2 Nonoperational Disputes

A nonoperational dispute is a dispute between Parties relating to the legal interpretation of certain terms, rights and obligations, which arise out of the present Agreement, and the payment of invoices by the City to the Contractor.

Any such dispute shall be set out in writing and submitted to the Service Review Meeting. For this purpose, the Service Review Meeting can engage persons whose input is deemed to be important. Depending on its urgency, the issue shall be investigated at the next Service Review Meeting or at an ad hoc meeting, if necessary. Any meeting on an ad hoc basis, to investigate the issue, shall not be charged to the City.

If the dispute cannot be settled by unanimous decision within the Service Review Meeting within a period of fifteen (15) working days following the day on which the issue was submitted (a period, which in case of an emergency invoked by one of the Parties, can be shortened), the issue shall be referred to the Steering Committee. The period of 15 working days within which the Service Review Committee must make a decision can be extended by the Parties to the first subsequent meeting of the Service Review Committee.

The Steering Committee has five City working days (starting after the 15 working days — or fewer as agreed — during which the Service Review Committee should have taken a decision have passed) to take a decision. The resolutions adopted by the Steering Committee will be put in writing by a representative of the Contractor and forwarded to the City for signature.

## 18.2 **Administrative-Level Performance Review**

If an Issue arises between the Parties, the City Manager and the Contractor Project Executive shall meet and attempt to resolve the Issue. Written minutes of such meetings shall be kept by the Contractor and delivered to the City within five (5) calendar days after the meeting.

**18.3 Additional Administrative-Level Performance Review**

If the Parties are unable to resolve the Issue within ten (10) calendar days after the initial request for a meeting, then the Parties shall seek to resolve the Issue through the IT Outsourcing Management Committee Performance Review as provided in Section 17.1.5.

**18.4 IT Outsourcing Management Committee Performance Review**

Upon receipt of a written Issue referral from the Parties' representatives as provided in Section 17.1.1, the IT Outsourcing Management Committee shall meet within five (5) Business Days thereafter in an effort to resolve the Issue. If the IT Outsourcing Management Committee is unable to resolve the Issue within ten (10) calendar days after the Issue was referred to it or fifteen (15) calendar days have passed since the Issue resolution process was begun, then the IT Outsourcing Management Committee shall forward the written Issue referral to the Parties' executives as provided in Section 17.1.3, along with a statement of any actions taken or recommendation made by the respective members of the IT Outsourcing Management Committee.

**18.5 Executive-Level Performance Review**

For Issues that are not resolved as described in Section 17.1.2, negotiations shall be conducted by the chief information officer or higher-level officer of the City and an executive vice president, or the general manager of outsourcing services or a higher-level officer of the Contractor. If such representatives are unable to resolve the Issue within five (5) business days after the Parties have commenced negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties shall be entitled to discontinue negotiations, to seek to resolve the Issue through mediation as hereinafter provided or, if the Parties do not agree to submit the Issue to mediation, to seek any and all rights and remedies that may be available to them as provided in this Agreement.

**18.6 Continued Performance; No Tolling of Cure Periods**

Except for the duration of a valid Force Majeure Event, and except as provided in Section 10.1 (Disentanglement, General Obligations), and in accordance with Section 9.4 (Term and Termination, Rights and Remedies Upon Default), the Parties agree to continue performing their obligations under this Agreement while the Issue is being resolved as provided in this Article 17, unless and until the Issue is resolved or until this Agreement is terminated. The time frame for a Party to cure any breach of the terms of this Agreement shall not be annulled by the pendency of any Issue resolution procedures.

**18.7 Equitable Relief**

Notwithstanding anything contained in this Agreement to the contrary, including, without limitation, the provisions of this Article 17, either party shall be entitled to

seek injunctive or other equitable relief whenever the facts or circumstances would permit a Party to seek equitable relief in a court of competent jurisdiction.

### **18.8 Internal Work**

Notwithstanding anything contained in this Agreement to the contrary, including, without limitation, the provisions of this Article 17, if: (a) the City requests services, products and/or resources from the Contractor and (b) the Parties disagree as to whether any such request will result in Incremental Work, the Parties shall refer to and apply the guidelines set forth under the definition of Incremental Work in Attachment A (Definitions) and the Change Control Process to resolve and/or address the disagreement.

## **19 USE OF SUBCONTRACTORS**

### **19.1 Approval**

The Contractor will not perform or provide the Services through the Subcontractors without the City's prior written consent regarding the selection of the Subcontractor. The City will grant or deny such consent, based on the following requirements:

- a) Any such Subcontractor(s) will need to sign a confidentiality agreement in accordance with Article 13, Security and Confidentiality, before gaining the City's consent to provide any Services.
- b) The Contractor acknowledges that it is reasonable for the City to withhold its consent to any such subcontracting to the extent that the Subcontractor performs any function that affects the City's financial reporting, unless the agreement entered into by the Contractor and the proposed Subcontractor includes:
  - i) Terms that are substantially the same in meaning as those in Article 7, Record-Keeping Audit Rights, of the agreement (with the City preapproving any substantive deviations in writing).
  - ii) A provision identifying the City as a direct and intended third-party beneficiary of the agreement between the Contractor and such a Subcontractor.
  - iii) The City consents to the Subcontractors identified in the list of key subcontractors in Section 18.1.6, provided that the Contractor requires each of these Subcontractors to sign and execute a confidentiality agreement in accordance with Article 13, Security and Confidentiality, and provided that the City has the right to approve/disapprove all Subcontractors, and/or limit the percentage of Subcontractors allowed in the deal.

### **19.2 Licenses**

The Contractor will ensure that each Subcontractor has obtained and maintains all licenses required in connection with the Services for which such Subcontractor is responsible.

### **19.3 Key Subcontractors**

The Contractor agrees that it will continue throughout the Term to retain the Subcontractors identified in the list of key subcontractors in Section 18.1.6, and that such Persons will continue to provide the Services initially provided, unless the Contractor has obtained the City's prior written consent to any changes.

### **19.4 Liability and Replacement**

In no event will the Contractor be relieved of its obligations under this Agreement as a result of its use of any Subcontractors. If the City determines that the performance or conduct of any Subcontractor is unsatisfactory, the City may notify the Contractor in writing of the Subcontractor's unsatisfactory performance and the City's justification for judgment. Following receipt of this notification, the Contractor will promptly take all necessary actions to remedy the performance or conduct of such Subcontractor or, subject to the terms of Section 18.1.1, replace such a Subcontractor by another Third Party or by the Contractor's personnel.

### **19.5 Direct Agreements**

Upon expiration or termination of the Term for any reason, the City will have the right to enter into direct agreements with any Subcontractors. The Contractor agrees that it will not enforce any arrangement with such Subcontractors that will prohibit or restrict such Subcontractors from entering into direct agreements with the City.

### **19.6 List of Key Subcontractors**

This is a list of key Subcontractors that the Contractor will use for the delivery of the Services:

- Subcontractor A – [to be provided to City's Representative]
- Subcontractor B – [to be provided to City's Representative]
- Subcontractor C – [to be provided to City's Representative]

## **20 MISCELLANEOUS**

### **20.1 Definition of Terms**

Capitalized terms and acronyms used in this MSA (including in any Article and Attachment) shall be defined in the context in which they are used and shall have the meanings ascribed to them therein.

### **20.2 Third-Party Beneficiaries**

The applicable agreements are agreements between the applicable Parties and, except for the City Indemnities and the Contractor Indemnities, confer no rights upon any of such Parties' employees, agents, or Contractors, or upon any other Person.

### **20.3 Use of City Name**

Except as necessary to deliver the Services in accordance with this MSA, the Contractor shall have no right to use, and shall not use, the name of the City and/or any of its officials or employees, or logos or trademarks in any manner without the prior written consent of the City, which consent may be withheld at the City's sole discretion.

**20.4 Captions, References, Terminologies**

Captions and titles to Articles and Attachments are used herein for convenience of reference only and shall not be used in the construction or interpretation of this MSA. Any reference herein to a particular Section number (e.g., "Section 2"), shall be deemed a reference to all Sections of this MSA that bear sub numbers to the number of the referenced Section (e.g., Sections 2.1, 2.1.1, etc.). As used herein, the word "including" shall mean "including, without limitation."

**20.5 Assignment**

Except for subcontracting permitted under the terms of Article 18, "Use of Subcontractor," neither Party shall assign, transfer or delegate its duties under this MSA, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that the City may assign, transfer or delegate this MSA to an Affiliate of or a successor in interest to the City without obtaining consent. Any assignment in contravention of this Section (e.g., without the consent of the other Party) shall be voidable at the option of the non-assigning Party. Subject to all other provisions herein contained, this MSA shall be binding on the Parties and their successors and permitted assigns. Notwithstanding the foregoing, the assigning Party shall remain liable for the performance of the assigned or delegated obligations hereunder.

**20.6 Notices**

Any written notice, request, consent, approval or other communication required or permitted to be given pursuant to this MSA shall be in writing and shall be deemed to have been given: (a) upon delivery if delivered personally; (b) upon transmission if sent via facsimile (with the original sent by recognized overnight courier); or (c) one (1) business day after deposit with a national overnight courier, in each case addressed to the following addresses, or to such other addresses as may be specified by a Party upon written notice to the other in accordance with the terms of this Section:

**TO CONSULTANT:**  
Lan Wan Enterprises, Inc.  
17500 Red Hill Avenue, #120  
Irvine, CA 92614  
Attn: *IT Director*  
Phone: 949-955-2451

**TO CITY OF HUNTINGTON PARK:**  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: *Finance Director/Treasurer*  
Phone: 323-584-6201

**20.7 Amendments; Waivers**

This MSA may be modified only pursuant to a writing executed by the City and Contractor. The Contractor expressly agrees that all amendments to this MSA

executed by the Parties after the Effective Date must be signed by an executive officer of the City in order to be effective. The Parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this MSA that are not executed by an executive officer of the City; (b) any oral modifications to this MSA; and (c) any other amendments, based on course of dealing, waiver, reliance, estoppel or other similar legal theory. The Parties expressly disclaim the right to enforce any rule of "The State (or country as appropriate) in which the law is to be interpreted goes here" law that is contrary to the terms of this Section.

#### **20.8 Relationship Between Parties**

Neither Party (nor any employee, Subcontractor or agent thereof) shall be deemed or otherwise considered a representative, agent, employee, partner or joint venture of the other. Further, neither Party (nor any employee, Subcontractor or agent thereof) shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided in this MSA.

#### **20.9 Consents and Approvals**

The Parties agree that, except to the extent a provision explicitly states that consent or approval may be withheld in a Party's sole discretion, in any instance where a consent, approval or agreement is required of a Party in order for the other Party to perform under or comply with the terms and conditions of the Agreement, then such Party will not unreasonably withhold or delay such consent, approval or agreement and where consent, approval or agreement cannot be provided, the Party shall notify the other Party in a timely manner.

#### **20.10 Access to Personal Information**

If reasonably required by the Contractor for the performance of the Services, the City shall provide the Contractor with reasonable access to the City's administrative, technical and other similar personnel and network management records and information in accordance with Article 13, "Security and Confidentiality."

#### **20.11 Severability**

If any provision of this MSA is determined to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of this MSA shall continue in full force and effect insofar as it remains a workable instrument to accomplish the original intent and purposes of the Parties, and, if possible, the Parties shall replace the severed provision with a provision that reflects the intention of the Parties with respect to the severed provision but that will be valid and enforceable.

#### **20.12 Counterparts; Faxed Signatures**

This MSA may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument. Counterparts may be executed in either original or faxed form, and the Parties hereby adopt as original any signatures received via facsimile.

## **20.13 Governing Law and Venue**

This MSA shall in all respects be interpreted under, and governed by, the laws of State of California including, without limitation, as to validity, interpretation and effect, without giving effect to local conflicts of law principles. Except as provided Article 17, "Dispute Resolution," Section 19.14 and hereafter in this Section, any legal action, suit or proceeding brought by a Party in any way arising out of or relating to this MSA shall be brought solely and exclusively in the relevant courts and each Party irrevocably accepts and submits to the sole and exclusive personal jurisdiction of such courts in persona, generally and unconditionally with respect to any action suit or proceeding brought by or against it by the other Party. Except as hereafter provided in this section, neither Party shall bring any legal action suit or proceeding in any other jurisdiction, against the other in any other court or jurisdiction. Each Party irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts referred to above, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this MSA or the subject matter hereof or thereof may not be enforced in or by such court.

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As the only exceptions to any of the above: (a) if a Party is entitled to seek injunctive or other equitable relief which is not available in the venue specified in this Section, this Section shall not be deemed to be a bar to the Party seeking such relief if such relief is wholly non-monetary injunctive or other equitable relief; and (b) if neither the relevant courts as referenced above will accept jurisdiction over the action, suit or proceeding, then the action, suit or proceeding may be brought in any court of competent jurisdiction located in [insert relevant country]. The terms of this Section shall apply regardless of the country of origin of any Issue. Further, each Party agrees that any judgment rendered by a relevant court located in [relevant country] is a valid and binding judgment, entitled to recognition and enforcement in and by any court, tribunal, judge, jury or other body exercising judicial functions located in the country of the applicable Party (collectively, a "Local Court"). Each Party agrees that any such judgment may be entered into evidence in any suit, action or proceeding commenced in any Local Court and hereby irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any objection that it may now or hereafter have relating to the validity of any such judgment and its introduction into evidence in any suit, action or proceeding in any Local Court, and further irrevocably waives and agrees not to plead or claim in any such suit, action or proceeding that the judgment may not be recognized or enforced by such Local Court.

## **20.14 Interim Relief**

Either Party may seek interim measures of protection, including but not limited to interim injunctive relief, in a court of competent jurisdiction located in the State of California in the County of Los Angeles. The Parties consent and agree to the jurisdiction of the courts mentioned in Section 19.13 and Section 19.14, and waive any and all objections to such forums, including but not limited to objections based on improper venue or inconvenient forum.

**20.15 Benefits and Agreements**

All rights and benefits granted hereunder to the City may be exercised and enjoyed by any Affiliate of, or successor in, interest to the City, provided that the City shall be and remain responsible for the compliance of the terms and conditions of this MSA with respect to such Affiliate and will be the Affiliate's agent for all purposes of this MSA, and any claims or actions arising from such Affiliate shall be pursued solely by the City. Further, for purposes of calculating discounts (if any) available under this MSA that are based on volume, quantity or other measurement factor, the total volume of all City Affiliates shall be counted to determine whether the applicable volume, quantity or other measurement factor has been achieved.

**20.16 Non-Compete**

The Contractor acknowledges and agrees that personnel assigned to Contractor Key Personnel positions will not, without the City's prior approval, be assigned to support the accounts of City Competitors during the period of such assignment and for a period of twelve (12) months thereafter.

**20.17 Entire Agreement**

This MSA and all Schedules, Attachments, Exhibits and Addenda hereto, including all Companion Agreements, are incorporated herein by this reference and are an integral part of the Agreement and must be read and interpreted together with the Agreement as a single document. This MSA, consisting of all of the pages of this instrument, together with all Attachments, sets forth the entire, final and exclusive agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties related to the subject matter herein.

**20.18 Force Majeure**

The City and Contractor shall be excused for delays in delivery or performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The Parties agree to use their best efforts to mitigate the effects of the delay.

**20.19 Time of Essence**

The Contractor acknowledges that work should be completed in a timely fashion or as quickly as possible and agrees to perform the Work within the time specified in the Contract Documents. Any failure by the Company to terminate the Contract Documents promptly where the Contractor does not perform within the time specified shall not constitute a waiver by the Company of its rights to subsequently terminate the Contract Documents or suspend the Work, or to seek damages for untimely performance.

**20.20 Interpretation**

The Parties acknowledge and agree the terms and conditions of this MSA have been freely, fairly and thoroughly negotiated. Further, the Parties acknowledge and agree such terms and conditions, including but not limited to those relating to waivers. Allocations of, releases from, indemnities against and limitations of liability, which may require conspicuous identification, have not been so identified by mutual agreement and the Parties have actual knowledge of the intent and effect of such terms and conditions. Each Party acknowledges that in executing this MSA they rely solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation of statements made by any other Party or its counsel. No provision in this MSA is to be interpreted for or against any Party because that Party or its counsel drafted such provision. Time is of the essence in this MSA.

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

**CITY OF HUNTINGTON PARK**

**LANWAN ENTERPRISES, INC.**

**By:** \_\_\_\_\_  
**its** City Manager

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

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

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Exhibit A STATEMENT OF WORK**

### **1. General Requirements**

- a. LANWAN will provide technology support services of multivendor systems and services in a manner that is consistent with industry recognized standards and system requirements.
- b. LANWAN will follow recognized best practices for performing maintenance, troubleshooting, installations, and repairs of critical IT systems and equipment.
- c. The services and activities contained herein do not represent a guarantee of work from the City to LANWAN. The City reserves the right to modify this Statement of Work at its sole discretion.

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### **2. Staffing**

- a. LANWAN will provide a staffing plan to City staff for review and approval upon commencement of this engagement. At a minimum, the plan will identify the staff members assigned to this engagement including project manager and staff technician(s), the days and hours when staff will be present at the City (both City Hall and Police Department), contact information (both onsite and remote), and a copy of the service level requirement (SLR)
- b. LANWAN will assign a project manager or lead technician that will serve as the primary point of contact between City staff and LANWAN. The project manager will be responsible for managing the engagement on behalf of LANWAN, overseeing the provision of required IT support and operations activities, preparing and providing compiling IT support data, and maintaining IT inventory.
- c. LANWAN will provide the appropriate number of technicians as deemed necessary by the City to fully execute the tasks listed below at the specified service levels.

### **3. Required Support Activities**

- a. Desktop Support
- b. Perform preventive maintenance
- c. Break/fix services for a multi-vendor technology environment and systems (both warranty and non-warranty services including hardware accessories)
- d. Asset inventory tracking
- e. Troubleshooting of infrastructure errors, hardware, software, applications, operating systems (OS) stability, and performance.
- f. Desktop security, imaging, deployment, and packaging
- g. Software packaging, installations, deployment, and removals
- h. Technology diagnostics, troubleshooting, setup, installations, mappings, and configurations (including tablets, mobile devices, digital cameras)
- i. Site technology installs, moves, adds, and changes (IMAC)
- j. Data migrations and transfers including capture and transfer of all workstation data files for replacement desktops and server hardware
- k. Anti-virus, spyware, and spam ratifications
- l. Site desktop setup, configurations, and accessibility
- m. Client VPN configurations

- n. Repair/replace data/peripheral cables and accessories
- o. Application functionality and access
- p. Provide problem determination between network, hardware, and software issues
- q. Enterprise application support

#### **4. Server Support and Maintenance**

- a. Provide remote monitoring and redemption support – ongoing
- b. Provide on-site support within specified time limits based on service level agreement parameters shown in Section 15 below.
- c. Install, configure, deploy, and support environmental hardware and software including provision of system failure analysis and recovery
- d. Leverage tier support by maintaining a clear documentation of maintenance and support procedures for routine tasks
- e. Bring up new systems and applications as required by City
- f. Troubleshooting of infrastructure errors, hardware, software, applications, OS stability, and performance.
- g. Maintain system documentation and configurations and coordinate system backup and recovery with City staff
- h. Support technical solutions for environmental strategy and uptime (availability, reliability, manageability, scalability, and security)
- i. Patch management
- j. Install, configure, deploy, and support environment hardware and software including provision of system failure analysis and recovery

#### **5. Software Application Support**

- a. Provide site-based and remote application installation, configuration, and removal
- b. Support multi-platform OSs; plug-ins; drivers; and software/application packing, testing, user acceptance, and deployment
- c. Setup and configure email profiles
- d. Application mapping
- e. Software and application installations and configuration.

Note: The City will be responsible for software and operating system licensing costs and will provide them to LANWAN with license keys and computer images on an as-needed basis.

#### **6. Wire Networks**

- a. Pickup, remove, install, setup, and configure network access points
- b. Diagnose, troubleshoot, and resolve network failures (device/desktop MFD/IDF/closets)
- c. Repair and replace basic connection problems including plugs, patch cables, plates, etc.
- d. Diagnose and troubleshoot internet and network access/logins and performance issues
- e. Provide network support including internet access, login, network performance issues, wireless application issues, UPS, network connectivity, copier and fax access, intrusion detection devices, and power supplies

- f. Provide first response to district outages and outbreaks

## **7. Basic Functionality and Training**

- a. Train users on how to better care and maintain technology
- b. Train users on Cyber security awareness
- c. Train users on top FAQ and customer support process
- d. Site Service Assessments
- e. Determine user and service requirements for technology acceptance/setup
- f. Gather and provide information to City as needed including change request facilitations
- g. Participate in the coordination of activities with internal and external services
- h. Participate in improvement projects including technology rollouts (installs, moves, adds, and changes); closings; relocations; mergers; openings; and development of executive system tests and user acceptance plans to ensure software functionality and compatibility

## **8. Technology Disposals**

- a. Perform data removal and hard drive destruction
- b. Provide City with equipment disposition documents prior to removal
- c. Deliver disposed technology to City's recycle vendor or facilitate pickup
- d. Update disposal record and database
- e. Update and reconcile City's technology inventory
- f. Inventory Management
- g. Reconcile and update the City's technology inventory for all required moves, adds, and changes
- h. Work with staff from each City department to maintain accuracy of IT inventory control

## **9. Parts Tracking**

LANWAN shall maintain data related to all parts and supplies used to repair the City's IT assets. This data shall be presented in the form of monthly reports to City staff. Data contained in reports shall include, at a minimum, part number, part description, associated service request number, name of staff requesting service, and IT device serviced.

## **10. Preventive Maintenance**

LANWAN shall produce a documented preventive maintenance plan that improves the performance of hardware, software, and networks; Firm will be responsible for the implementation of this plan.

## **11. Service Request Process**

- a. LANWAN's staff will work with City staff to track and respond to service requests and update the status of all service requests for any work performed remotely or on-site.
- b. LANWAN's staff will close individual service requests after the required service(s) has/have been complete to the satisfaction of the requesting staff. The closed service request will include a thorough description of all services rendered or tasks performed.
- c. LANWAN's staff must adhere to the terms contained in the Service Level Agreement (SLA) contained in Section 15 below.

## **12. Laptop Services**

- a. Provide break/fix services for multi-vendor technology environments and systems including both warranty and non-warranty services for both hardware and accessories
- b. Maintain asset inventory at the device level
- c. Provide software packaging, installations, deployments, and removals

## **13. Disaster Recovery**

Develop and implement a disaster recovery plan for applications/databases as well as provide back-up plans and procedures. Mission-critical applications including but not limited to those used for financial transactions that require 24/7 uptime must be configured to work in a clustered environment. This plan should include, at a minimum, a backup strategy for key business processes, risk assessment, and emergency response.

## **14. Hours of Operation**

LANWAN will provide technical support to the City year-round consistent with the City and Police Departments calendar and consistent with their hours of operation specified below:

- Standard office hours are 7:30 AM to 6:00 PM, Monday through Thursday
- Police Department is staffed 24/7.
- LANWAN's technical/operational resources and support functions shall be made available during extended hours for both regularly-scheduled and special city council and commission meetings
- LANWAN will coordinate with City staff the scheduling of system maintenance activities during after-hour periods, weekends (Fridays, Saturdays, and Sundays) and scheduled holidays.

## 15. Service Level Requirements (SLR)

LANWAN will provide services as specified in the following table

<b>Severity Level</b>	<b>Definition</b>	<b>Response Time</b>	<b>Resolution Target</b>
<b>Critical</b> High impact	The failure affects the organization's ability to conduct business and/or ability to provide programs or services. No feasible alternative workarounds	2 hours	8 hours
<b>Urgent</b> Potential impact	high An incident that affects multiple customers or a department and has the potential to cause a high business impact. The incident represents not readily available workaround	4 hours	1 day
<b>Routine</b> Moderate impact	Incident with immediate and moderate impact level. Consists typically of a localized problem and a workaround can be implemented	8 hours	1 – 2 days
<b>General</b> Low/no impact	Incidents with low impact levels on the organization. Typically affects a single individual or the individual presents an issues that little or no business impacts such as an advisory question, request for software, documentation enhancement, routine maintenance, scheduled hardware installation and/or disposal.	1 day	2 – 3 days
<b>Planned Task</b> Low/no impact	Request has pre-assigned date for service to start	Scheduled date	3 – 5 days



## CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

November 1, 2016

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 PACIFIC BOULEVARD IMPROVEMENTS PROJECT CONTRACT CHANGE ORDERS 1 & 2 AND CONSTRUCTION MANAGEMENT 1<sup>ST</sup> AMENDMENT**

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

1. Approve and authorize the City Manager to execute the attached Contract Change Order (CCO) No. 1-1 Deductive Items in the amount of (\$2,750,885.08), CCO 1-2 Additive Items in the amount of \$1,503,492.32, and CCO 2 Additive Items in the amount of \$4,940.04. The contract amount with Interlog HYM Engineering will decrease from \$3,730,511.29 to \$2,488,058.57; and
2. Approve the 1<sup>st</sup> Amendment to the construction management contract in the amount of \$83,415. The contract amount with AIM Consulting Services increases from \$141,600 to \$225,015.

#### **BACKGROUND**

In 2011, the City was awarded \$2.7 million in Metro Call for Project grant monies to fund pedestrian improvements along Pacific Blvd. The contract for implementing these improvements was awarded by the end of FY 2015-16 in order to prevent the grant from lapsing. Staff has developed a recommended Phase I plan for pedestrian improvements which can be implemented in the required timeline.

On January 5, 2015, the City Council approved the Pacific Boulevard Pedestrian Improvement Project's - Phase I Implementation Plan, and authorized the City Manager to proceed with the preparation of construction documents and implementation of the project's Phase I scope.

**APPROVE PACIFIC BOULEVARD IMPROVEMENTS PROJECT CONTRACT CHANGE ORDERS 1 & 2 AND CONSTRUCTION MANAGEMENT 1<sup>ST</sup> AMENDMENT**

November 1, 2016

Page 2 of 3

Funding for Pacific Blvd. improvements consists of a combination of the Metro grant and local match funds as shown in the following table.

<b>Funding Source</b>	<b>Amount</b>	<b>Percent</b>
Metro Grant	\$2,676,000	69%
City's Local Match Contribution	\$1,224,874	31%
<b>Total</b>	<b>\$3,900,874</b>	<b>100%</b>

On May 3, 2016, Council awarded the construction contract to Interlog HYM Engineering which accepted the Pacific Boulevard Improvements from Florence Avenue to Slauson Avenue Project.

Staff met with the Interlog HYM Engineering (Contractor) and AIM Consulting Services (Construction Management Construction Inspection, CMCI) to identify cost-saving modification options in order to reduce construction costs without sacrificing project quality or functionality. Based upon discussions with Interlog HYM Engineering and AIM Consulting Services, negotiated deductive/additive change orders have been completed.

Staff recommends that Council approve and authorize the City Manager to execute the attached deductive CCO 1-1 (\$2,750,885.08), and additive CCOs 1-2 \$1,503,492.32 and 2 \$4,940.04 with Interlog HYM Engineering that will be applicable concurrently with the construction contract.

On April 21, 2016, AIM Consulting was awarded the Construction Management Services for the Pacific Boulevard Pedestrian Improvement Project contract in the sum of the \$141,600. On October 11, 2016, AIM Consulting Services submitted Construction Management Inspections Contract Change Request. The original contract duration for the construction of the base bid items of the project was limited to 65 working days. Due to additive alternate bid items being selected for the project, the working days of the project were increased to facilitate the additional scope of work.

Based on the working days of the project, AIM Consulting Services will provide Construction Management and Construction Inspection to project completion and program completion per the base bid price of \$141,600 and the 1<sup>st</sup> Amendment in the amount of \$83,415 for a total of \$225,015 and no additional compensation will be allowed under any circumstances. This includes but is not limited to construction field work, project and program closeout, and all items whether or not listed in the Scope of Work per the RFP. AIM Consulting understands that any and all work beyond the construction completion date will be administered, managed, and completed at no additional cost and is included in the bid price and 1<sup>st</sup> Amendment by AIM Consulting Services and no additional compensation will be allowed.

**APPROVE PACIFIC BOULEVARD IMPROVEMENTS PROJECT CONTRACT CHANGE ORDERS 1 & 2 AND CONSTRUCTION MANAGEMENT 1<sup>ST</sup> AMENDMENT**

November 1, 2016

Page 3 of 3

**FISCAL IMPACT/FINANCING**

There is no additional financial impact. The funding for this project has been previously appropriated and budgeted for FY 16-17 under the following account numbers 220-8010-431.73-10, 226-9010-419.73-10 and 334-4010-431.73-10.

**LEGAL AND PROGRAM REQUIREMENTS**

Metro executed a Funding Agreement (FA) with the City on February 10, 2014 that allows the City to expend the \$2.676 million in grant funding for eligible project expenditures. The FA contains a scope of work and budget that specify the improvements on which the grant funds and the City's local match contribution are to be spent. A detailed review of the Pacific Boulevard Streetscape Plan was conducted in order to identify the plan recommendations that can be implemented through the use of the Metro grant.

**CONCLUSION**

Upon City Council approval, the recommended actions will be facilitated.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael J. Ackerman  
City Engineer

**ATTACHMENT(S)**

- A. Change Order No. 1-1
- B. Change Order No. 1-2
- C. Change Order No. 2
- D. Draft Proposed 1<sup>st</sup> Amendment to Contract

Pacific Blvd. Improvements Project, Huntington Park

# Contract Change Order

Date	10/17/16	Change Order No.	1-1	Account/Contract No.	F3609
------	----------	------------------	-----	----------------------	-------

Contractor	Interlog HYM Engineering	Account Code	-
Contract Date	05/03/16	Account Code	-
Plan Reference	Pacific Boulevard Improvement Project from Floence to Slauson		

Change Order Amount	\$ (2,750,885.08)	Extension of Contract, if warranted	0 working days
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Reason for Change	PER CITY'S REQUEST	(DEDUCTIVE ITEMS)
-------------------	--------------------	-------------------

1) TO UPGRADE STAMP COLOR PCC 4" THK TO PAVERS TO IMPROVE AESTHETICS; TO INSTALL PAVERS WITH BISHOP HAT BORDER PATTERN & ANTIQUE COBBLE STONE PATTERN IN LIEU OF THE CONTRACT SPECIFIED 4" THK STAMP COLOR PCC REFERENCE CONTRACTOR'S CHANGE ORDER REQUEST NO. #7 & #9 ; 2) TO ADJUST THE CONTRACT VALUE BY DELETING NEW STREET CANDLE LIGHTS.

### Description of Change

- 1) #2, 90 EA - LED Street Light Remodel (Upgrade LED, Quantity Is Number of Poles, Each Pole Has 2 Fixtures)
- 2) #3, 90 EA - Furnish & Install Candle Stick Lights.
- 3) #4, 16 EA - Furnish & Install Bus Shelter Lighting.
- 4) #15, 1 LS - Repaint of Existing Traffic Signal Poles, Existing Bus Shelters, Bike Racks, Street Light Poles, Fire Hydrants, All .....
- 5) #17, 40,046 SF - Construct Stamp Color PCC 4" THK on 12" Compacted Native Per SSPWC (Concrete Color Manufacturer, Texture, ...)
- 6) #27, 1 LS - City Allowance for Gateway Signs, Pedestrian Signs, Vehicular Signs, Way Finding Signs. Location Per City Engineer.
- 7) Schedule A, 1 LS - City confirmed "ALT. A" is de-scoped on 10/17/16(Mon).
- 7) Schedule B, 1 LS - City Opted for Regular Pavers
- 8) Schedule C, 1 LS - City Opted for Regular Pavers
- 9) Schedule D, 1 LS - City Opted for Regular Pavers
- 10) Schedule E, 1 LS - City Opted for Regular Pavers

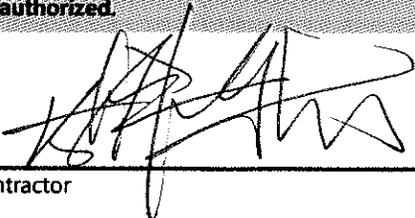
Original Contract Amount	\$ 3,730,511.29
Total of previous authorized Change Orders	\$ -
New Change Order Amount	\$ (2,750,885.08)
New Contract Amount	\$ 979,626.21

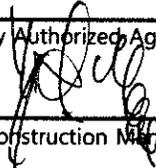
The Changes described above are hereby authorized.

Approved: \_\_\_\_\_, 20\_\_\_\_.

Project Engineer

Director of Public Works/City Engineer

 10/24/16  
Contractor

By  10/25/16  
Construction Manager

Original - Project File  
CC: - Contractor  
- Department

CITY OF HUNTINGTON PARK  
 PACIFIC BOULEVARD IMPROVEMENTS  
 CONTRACT CHANGE ORDER NO. 1 - SCOPE REVISION  
 SUPPORT DOCUMENT

(Rev. 3. 10/17/2016)

REFERENCE #1  
 DEDUCTIVE ITEMS

Item No.	Description	Remove From Original Work Scope			Add to Original Work Scope			Comments
		Quantity	Unit	Price	Quantity	Unit	Price	
2	LED STREET LIGHT REMODEL (UPGRADE TO LED) QUANTITY IS NUMBER OF POLES. EACH POLE HAS 2 FIXTURES	90	EA	\$ 4,500.00				
3	FURNISH AND INSTALL CANDLE STICK LIGHTS	90	EA	\$ 8,000.00				
3.1	FURNISH AND INSTALL CANDLE STICK LIGHTS				74	EA	\$ 7,500.00	Reduce qty from 90 to 74. Use MOGUL BASE, 54W 360DEG BULB, \$500 material saving.
4	FURNISH AND INSTALL LED BUS SHELTER LIGHTING	16	EA	\$ 2,497.69				
15	REPAIR OF EXISTING TRAFFIC SIGNAL POLES, EXISTING BUS SHELTERS, BIKE RACKS, STREET LIGHT POLES, FIRE HYDRANTS, ALL PUBLIC UTILITY CABINETS AND ANY OTHER...	1	LS	\$ 19,123.08				
17	CONSTRUCT STAMP COLOR PCC 4" THICK ON 12" COMPACTED NATIVE PER SSPWC	41,046	SF	\$ 4.30				
17.1	CONSTRUCT PAVERS BISHOP TOP HAT PATTERN				42,000	SF	\$ 17.00	SELECTED AND APPROVE BY THE CITY
17.2	CONSTRUCT PAVERS ANTIQUE COBBLE				7,200	SF	\$ 15.00	SELECTED AND APPROVE BY THE CITY
17.4	12" TRENCH COLOR CONCRETE				10,000	SF	\$ 7.00	70,000.00 12" COLOR CONCRETE BEHIND THE CURB
27	CITY ALLOWANCE FOR GATEWAY MONUMENTS AND SIGNS	1	LS	\$ 200,000.00				
A	ALTERNATE A (CITY CONFIRMED "ALT A" IS DE-SCOPED ON 10/17/16, MONDAY)	1	LS	\$ 152,592.00				
B	DEDUCT ALTERNATE B (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 259,103.64				
B.1	@ BULBOUS (PER CONTRACTS)				2	EA	\$ 7,486.64	\$ 14,973.28
C	DEDUCT ALTERNATE C (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 242,175.28				
C.1	@ BULBOUS (PER CONTRACTS)				2	EA	\$ 8,061.54	\$ 16,123.08
D	DEDUCT ALTERNATE D (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 256,263.20				
D.1	@ BULBOUS (PER CONTRACTS)				3	EA	\$ 3,824.36	\$ 11,473.08
E	DEDUCT ALTERNATE E (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 280,159.04				
E.1	@ BULBOUS (PER CONTRACTS)				4	EA	\$ 3,480.77	\$ 13,923.08
<b>Total</b>				\$ 2,750,885.08			\$ 1,503,492.32	

TOTAL   ORIGINAL CONTRACT	\$ 3,790,511.29
TOTAL   REDUCE WORK SCOPE	\$ (2,750,885.08)
TOTAL   ADD WORK SCOPE	\$ 1,503,492.32
<b>NEW CONTRACT TOTAL</b>	<b>\$ 2,483,118.53</b>

TOTAL AMOUNT OF DEDUCTIVE ITEMS

POTENTIAL PMCM EXTENSION (TO BE SUBMITTED)	
PROJECTED FUTURE CHANGES	
<b>PROJECTED CONTRACT TOTAL</b>	<b>\$ 2,483,118.53</b>









GRANT CONSTRUCTION COST ANALYSIS - CITY OF HUNTINGTON PARK, PACIFIC BLVD IMPROVEMENTS										
BASE BID Item and Description	BID AS SUBMITTED			BID AS CALCULATED BASED ON QUANTITY AND UNIT BID THESE AMOUNTS ARE USED FOR CORRECT CALCULATIONS			BID AS CALCULATED BASED ON QUANTITY AND UNIT BID THESE AMOUNTS WILL BE USED FOR PAYMENT			WORKING DAYS ADDED OR DEDUCTED
	Qty	Unit Bid	Total Bid Submitted	Qty	Unit Bid	Total Bid Calculated	Qty	Unit Bid	Adjusted Total Bid	
BLEROUTS INCLUDING ALL BANCUTTING, DEMOLITION, EXCAVATION, COMPACTION, HAULING, ASPHALT REPAIRING OF SLOT CUTS, NEW PCC CURBS & GUTTER AND INCLUDING 2 CURB RAMPS PER CALTRANS STANDARD PLAN RSP AREA, CASE A, DETAIL B, MODIFIED AS PER PLANS AND AS FIELD DIRECTED BY THE CITY ENGINEER. THIS ITEM ALSO INCLUDES PARKWAY DRAINS, LOOP DETECTORS, UTILITY BOX ADJUSTMENT, 2 PEDESTRIAN PUSH BUTTONS PER BLEROUTS. BID ITEM ALSO INCLUDES ALL LANDSCAPING PER PLANS.	3	EA	\$1,147.00	3	EA	\$1,147.00	3	EA	\$1,147.00	
ADD: 1.0000 CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AREA, CASE A, DETAIL B, MODIFIED AS PER PLANS AND AS FIELD DIRECTED BY THE CITY ENGINEER.	4	EA	\$5,248.50	4	EA	\$5,248.50	4	EA	\$5,248.50	
BLEROUTS INCLUDING ALL DEMOLITION, EXCAVATION, COMPACTION, HAULING, ASPHALT REPAIRING OF SLOT CUTS, NEW PCC CURBS & GUTTER AND INCLUDING 2 CURB RAMPS PER CALTRANS STANDARD PLAN RSP AREA, CASE A, DETAIL B, MODIFIED AS PER PLANS AND AS FIELD DIRECTED BY THE CITY ENGINEER. THIS ITEM ALSO INCLUDES PARKWAY DRAINS, LOOP DETECTORS, UTILITY BOX ADJUSTMENT, 2 PEDESTRIAN PUSH BUTTONS PER BLEROUTS. BID ITEM ALSO INCLUDES ALL LANDSCAPING PER PLANS.	4	EA	\$13,823.00	4	EA	\$13,823.00	4	EA	\$13,823.00	
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E			\$2,372.50			\$2,372.50			\$2,372.50	
ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E - PAVING BLVD AT SAUNDSON AVENUE BID Item and Description										
ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E - PAVING BLVD AT SAUNDSON AVENUE BID Item and Description										
DEDUCT: 1.0000 CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AREA, CASE A, DETAIL B, MODIFIED AS PER PLANS AND AS FIELD DIRECTED BY THE CITY ENGINEER.	4	EA	\$5,248.50	4	EA	\$5,248.50	4	EA	\$5,248.50	
BLEROUTS INCLUDING ALL DEMOLITION, EXCAVATION, COMPACTION, HAULING, ASPHALT REPAIRING OF SLOT CUTS, NEW PCC CURBS & GUTTER AND INCLUDING 2 CURB RAMPS PER CALTRANS STANDARD PLAN RSP AREA, CASE A, DETAIL B, MODIFIED AS PER PLANS AND AS FIELD DIRECTED BY THE CITY ENGINEER. THIS ITEM ALSO INCLUDES PARKWAY DRAINS, LOOP DETECTORS, UTILITY BOX ADJUSTMENT, 2 PEDESTRIAN PUSH BUTTONS PER BLEROUTS. BID ITEM ALSO INCLUDES ALL LANDSCAPING PER PLANS.	4	EA	\$13,823.00	4	EA	\$13,823.00	4	EA	\$13,823.00	
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E			\$1,728.00			\$1,728.00			\$1,728.00	
GRAND TOTAL			\$2,482,716.64			\$2,482,716.64			\$2,482,716.64	

DRAFT CONSTRUCTION COST ANALYSIS - CITY OF HUNTINGTON PARK, PACIFIC BLVD IMPROVEMENTS										
BASE BID Item and Description	BID AS SUBMITTED			BID AS CALCULATED BASED ON QUANTITY AND UNIT BID THESE AMOUNTS ARE USED FOR CORRECT CALCULATIONS			Total Bid Submitted minus Total Bid Calculated	ADJUSTED CALCULATED COST THESE AMOUNTS WILL BE USED FOR PAYMENT	COMMENTS	WORKING DAYS ADDED OR DEDUCTED
	Qty	Unit Bid	Total Bid Submitted	Unit Bid	Qty	Total Bid Calculated				
20 BRUSH AND INSTALL NEW REFLECTORIZED TRAFFIC SIGNAL STREET SIGNS	31 EA	\$973.00	\$30,163.00	\$973.00	31 EA	\$30,163.00	\$0.00	\$973.00	31 EA	\$973.00 SUBMITTAL REQUIRED
21 REPLACE CROSSWALK PEDESTRIAN HEADS WITH COUNTERDOWN PEDESTRIAN HEADS INCLUDING HOUSING, FURNISH AND PLANT DATE PALM TREES (PHOENIX DETERMINED BY THE CITY)	60 EA	\$808.72	\$48,523.20	\$808.72	60 EA	\$48,523.20	\$0.00	\$808.72	60 EA	\$48,523.20 SUBMITTAL REQUIRED
22 FURNISH AND PLANT DATE PALM TREES (PHOENIX DETERMINED BY THE CITY)	54 EA	\$1,646.35	\$89,702.90	\$1,646.35	54 EA	\$89,702.90	\$0.00	\$1,646.35	54 EA	\$121,458.18 SUBMITTAL REQUIRED
23 INSTALL BIRK RACKS FURNISHED BY THE CITY, LOCATIONS TO BE DETERMINED BY THE CITY	40 EA	\$170.00	\$6,800.00	\$170.00	40 EA	\$6,800.00	\$0.00	\$170.00	40 EA	\$6,800.00
24 REMOVE ALL EXISTING NEWSPAPER STANDS AND SALVAGE TO THE CITY YARD	1 LS	\$11,123.08	\$11,123.08	\$11,123.08	1 LS	\$11,123.08	\$0.00	\$11,123.08	1 LS	\$11,123.08
25 REMOVE ALL EXISTING PHONE BOOTHS AND SALVAGE TO THE CITY YARD OR DISPOSE PER CITY ENGINEER DIRECTION	1 LS	\$4,130.08	\$4,130.08	\$4,130.08	1 LS	\$4,130.08	\$0.00	\$4,130.08	1 LS	\$4,130.08
26 REMOVE EXISTING GATEWAY MONUMENT AT THE CORNER OF FLORENCE AVE AND PACIFIC BLVD AND SALVAGE TO CITY YARD	1 LS	\$11,123.08	\$11,123.08	\$11,123.08	1 LS	\$11,123.08	\$0.00	\$11,123.08	1 LS	\$11,123.08
27 UNUSABLE FOR GATEWAY SIGNS, PEDESTRIAN SIGNS, VEHICULAR SIGNS, WAY FINDING SIGNS, LOCATION PER CITY ENGINEER	1 LS	\$200,000.00	\$200,000.00	\$200,000.00	1 LS	\$200,000.00	\$0.00	\$200,000.00	1 LS	\$100,000.00 SUBMITTAL REQUIRED
28 REMOVE EXISTING TREE/PALM TREES (THREE TRUNKS SIZES VARIES FROM 4 INCHES TO 18 INCHES), AND FILL CREEKED VOIDS WITH COMPACTED BENTONITE	97 EA	\$397.54	\$38,635.18	\$397.54	97 EA	\$38,635.18	\$0.00	\$397.54	97 EA	\$38,635.18
TOTAL BASE BID PRICE			\$2,526,996.86			\$2,526,996.86		\$2,526,996.86		\$2,526,996.86
ADJUSTIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE B-PACIFIC BLVD AT FLORENCE AVE, Item and Description	Qty	Unit Bid	Total Bid	Unit Bid	Qty	Total Bid	Total Bid Submitted minus Total Bid Calculated	Unit Bid	Qty	Total Bid
Deleted B.1 Construct curb ramp per Caltrans Standard Plan RSP ABA, Case A, Detail B, Modified as per Plans and as field directed by the City Engineer	2 EA	\$3,048.50	\$6,097.00	\$3,048.50	2 EA	\$6,097.00	(\$6,097.00)	\$3,048.50	2 EA	\$6,097.00
Deleted B.2 Bulbouts including all sawcutting, demolition, excavation, compaction, hauling, asphalt repairing, curb ramps per Caltrans Standard Plan RSP ABA, Case A, Detail B, Modified as per Plans and as field directed by the City Engineer. This item also includes pathway drains, loop detectors, replacement utility box adjustment, 2 pedestrian push buttons per bulbouts. Bid item also includes all landscaping per plans	2 EA	\$7,486.54	\$14,973.08	\$7,486.54	2 EA	\$14,973.08		\$7,486.54	2 EA	\$14,973.08
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE B			\$10,070.08			\$10,070.08				\$10,070.08
ADJUSTIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE C-PACIFIC BLVD AT GAGE AVE, Item and Description	Qty	Unit Bid	Total Bid	Unit Bid	Qty	Total Bid	Total Bid Submitted minus Total Bid Calculated	Unit Bid	Qty	Total Bid
Deleted C.1 Additive and deductive alternate bid schedule C-Pacific Blvd at Gage Ave, Item and Description	2 EA	\$3,048.50	\$6,097.00	\$3,048.50	2 EA	\$6,097.00	(\$6,097.00)	\$3,048.50	2 EA	\$6,097.00
Deleted C.2 Bulbouts including all sawcutting, demolition, excavation, compaction, hauling, asphalt repairing, curb ramps per Caltrans Standard Plan RSP ABA, Case A, Detail B, Modified as per Plans and as field directed by the City Engineer. This item also includes pathway drains, loop detectors, replacement utility box adjustment, 2 pedestrian push buttons per bulbouts. Bid item also includes all landscaping per plans	2 EA	\$8,081.54	\$16,163.08	\$8,081.54	2 EA	\$16,163.08		\$8,081.54	2 EA	\$16,163.08
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE C			\$16,260.08			\$16,260.08				\$16,260.08
ADJUSTIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE D-PACIFIC BLVD AT HARBORWAY AVE, Item and Description	Qty	Unit Bid	Total Bid	Unit Bid	Qty	Total Bid	Total Bid Submitted minus Total Bid Calculated	Unit Bid	Qty	Total Bid
Deleted D.1 Construct curb ramp per Caltrans Standard Plan RSP ABA, Case A, Detail B, Modified as per Plans and as field directed by the City Engineer	3 EA	\$3,048.50	\$9,145.50	\$3,048.50	3 EA	\$9,145.50	(\$9,145.50)	\$3,048.50	3 EA	\$9,145.50
Deleted D.2 Bulbouts including all sawcutting, demolition, excavation, compaction, hauling, asphalt repairing, curb ramps per Caltrans Standard Plan RSP ABA, Case A, Detail B, Modified as per Plans and as field directed by the City Engineer. This item also includes pathway drains, loop detectors, replacement utility box adjustment, 2 pedestrian push buttons per bulbouts. Bid item also includes all landscaping per plans	3 EA	\$30,091.50	\$90,274.50	\$30,091.50	3 EA	\$90,274.50		\$30,091.50	3 EA	\$90,274.50
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE D			\$99,419.50			\$99,419.50				\$99,419.50

**PACIFIC BOULEVARD IMPROVEMENTS PROJECT**

REFERENCE #5  
CONTRACTOR'S CCO'S LOG

CO#	Rev.	Description	Reference	Amount	±/	Date	Days(+/-)	Approved	By	Result	Remark
		<b>BASE CONTRACT AMOUNT</b>	<b>\$ 3,730,511.25</b>								
		Uniformed Existing Concrete Slab @ Florence Avenue	RR #62	\$3,384.30	+	9/15/16	0.0	OK (10/23/16)			
2		Relocate Unforeseen Existing Electrical Rigid Conduit for Street Light @ Saturn Avenue with 6"-8" (H) Conc' Curb at Back of Sidewalk(30 LF) of T-Mobile Building	RR #63	\$1,555.74	+	9/15/16	1.0	OK (10/27/16)		CCO #2	
3		Chipping Out 10' the Concrete Footing of Existing Trolley Lighting Poles   90 EA		\$36,025.20	+	9/13/16	22.5				
4		Existing Parkway Drain Culvert @ Bus Stop Area	RF #76	\$134,194.56	+	9/13/16	28.0				
5		Utilities Pull Boxes (N05B & N09B) on Pacific Boulevard   Per Unit Cost	RF #42.1 & #79	\$320.85	+	9/13/16	0.2	OK (10/2/16)			
6		Natural Gray Concrete Placement at the Additional Concrete Removal Area   Per Unit Cost		\$10.14	+	9/13/16	0.01	OK (10/2/16)			T & M
7		Change the Scope of Work   Stemp Color PCC #7 Conc' to Paver Stone   11 Bishop Hat Border Pattern & 2) Antique Cobble 1 & 2 -45 degree			+	9/15/16	7.1			\$ 645,502.20	It is already in Miller's Tabulation.
8		Bid Item #2. Change the Scope of Work   90 ea. LED Street Removal -> 77 ea. Remove Existing Twin Heads & Install Single Master Cobra Arm LED Head			-	9/19/16	6.0			\$ (70,050.00)	It is already in Miller's Tabulation.
9		Bid Item #3. Change the Scope of Work   90 ea. Furnish & Install New Candle Stick Lighting -> 74 ea. Furnish & Install New Candle Stick Lighting			-	9/19/16	0.1			\$ (165,000.00)	It is already in Miller's Tabulation.
10		Conflict Information & Reverse Fall Drain			+	9/19/16	3.0				
11		The Replacement of Broken Drain Lateral Pipe   Per Installation		\$21.82	+	9/14/16	0.01				
12		Remove Existing Message Electronic Board Sign & Deliver to City Yard	Electrical	\$1,726.00	+	9/22/16	2.0				Enc. CCO#11
13		Replace the Existing Damaged Rigid Electrical Conduit with Crossing Work @ Sage Avenue	Electrical	\$9,931.00	+	9/22/16	3.0				Enc. CCO#6
14		Two (2) - Seth Thomas (4574 Dials) Clocks (20 FT High) on Pacific Boulevard	Electrical	\$163,507.39	+	9/23/16	0.0				Enc. CCO#16, Included Clock's Cost
15		Removed Existing Ped Light (Per Unit) at Each Bus Station	Electrical	\$1,443.00	+	9/30/16	0.2				
16		Changed the Materials of Irrigation Line to Purple Pipe (Reclaimed Water) from White Pipe (Domestic Water)		\$12,236.00	+	9/27/16	0.0				
17		Install New Candle Stick Light (Related with CCO#15, Per Unit Price) at Each Bus Station	Electrical	\$8,400.00	+	9/30/16	0.2				
18		Replaced the Broken Electrical Pipe @ 7024 Pacific Boulevard   Requested by "Sal"	Electrical	\$999.00	+	10/4/16	1.0				
19		Replaced the Broken Electrical Pipe @ 7102 Pacific Boulevard   Requested by "Sal"	Electrical	\$1,998.00	+	10/4/16	2.0				
20		All Splices w/ NICODES @ Clarendon Avenue (SE)   Requested by "Sal"	Electrical	\$4,656.00	+	10/4/16	2.0				
21		Install Electrical Pipe 100' GRC	Electrical	\$12,501.00	+	10/4/16	3.0				
22		Remove & Reinstall Cabinet   Cabinet Will Be Provided by City of H.P.	Electrical	\$3,168.00	+	10/4/16	2.0				
23		Replace the Cabinet @ Saturn Avenue	Electrical	\$7,487.00	+	10/4/16	2.0				
24		New Location of Candle Stick Light Pole @ 6904 Pacific Boulevard (Saturn SE)	Electrical	\$851.00	+	10/4/16	1.0				
25		New Location of Candle Stick Light Pole @ 6604 Pacific Boulevard (Zoe SE)	Electrical	\$851.00	+	10/4/16	1.0				
26		New Location of Candle Stick Light Pole @ 6532 Pacific Boulevard (Zoe NE)	Electrical	\$1,137.00	+	10/4/16	1.0				



## Kyoung

---

**From:** Kyoung Choung [kchoung@interlogconstruction.com]  
**Sent:** Monday, October 10, 2016 12:29 PM  
**To:** jko@aimcsworld.com; 'Michael Ackerman'  
**Cc:** 'Chris Yafuso'; MESTRADA@AIMCSWORLD.COM; 'Agapito Fernandez'; Justin; yschung218@gmail.com; jeff@interlogconstruction.com; gperez@aimcsworld.com; 'Abraham Jeon'; 'Kyoung Choung'  
**Subject:** RE: Alternate Bid Schedule "A"

Dear Mr. Jonathan Ko, PE,

While I am reviewing City's CO#1 & #2, I can't accept the amount of 4.2(Foundation for Clocks including Electrical, 2ea x \$5,000 = \$10,000).

Because its amount may be cheaper than my calculation.

I will take out this amount from the tabulation. Then I will submit to you soon.

Thank you,

Best regards,

Kyoung Choung, M.S.C.E., P.E.

## Interlog Construction

1295 North Knollwood Circle

Anaheim, Ca 92801

Cell: 949-390-0028

Tel: 714-529-1130

Fax: 714-527-6436

[www.interlogconstruction.com](http://www.interlogconstruction.com)

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---

**From:** Kyoung Choung [mailto:kchoung@interlogconstruction.com]  
**Sent:** Monday, October 10, 2016 10:44 AM  
**To:** jko@aimcsworld.com; 'Michael Ackerman'  
**Cc:** 'Chris Yafuso'; MESTRADA@AIMCSWORLD.COM; 'Agapito Fernandez'; Justin; yschung218@gmail.com; jeff@interlogconstruction.com; gperez@aimcsworld.com; 'Abraham Jeon'; 'Kyoung Choung'  
**Subject:** RE: Alternate Bid Schedule "A"

Dear Mr. Jonathan Ko, PE,

You should make sure about this as soon as you can.  
Because it may be adjusted for confirming the final budget.  
Thank you,

Best regards,  
Kyoung Choung, M.S.C.E., P.E.

## Interlog Construction

1295 North Knollwood Circle  
Anaheim, Ca 92801  
Cell: 949-390-0028  
Tel: 714-529-1130  
Fax: 714-527-6436  
[www.interlogconstruction.com](http://www.interlogconstruction.com)

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---

**From:** jko@aimcsworld.com [mailto:jko@aimcsworld.com]  
**Sent:** Monday, October 10, 2016 10:17 AM  
**To:** Kyoung Choung; 'Michael Ackerman'  
**Cc:** 'Chris Yafuso'; MESTRADA@AIMCSWORLD.COM; 'Agapito Fernandez'; Justin; yschung218@gmail.com; jeff@interlogconstruction.com; gperez@aimcsworld.com; 'Abraham Jeon'  
**Subject:** RE: Alternate Bid Schedule "A"

Hi KC,

We have not received instruction from the City to delete Alternate A.

Thanks,  
JKo

----- Original Message -----

Subject: RE: Alternate Bid Schedule "A"  
From: "Kyoung Choung" <kchoung@interlogconstruction.com>  
Date: Mon, October 10, 2016 8:54 am  
To: "'Jonathan Ko'" <jko@aimcsworld.com>, "'Michael Ackerman'" <MAckerman@hpca.gov>  
Cc: "'Chris Yafuso'" <cyafuso@aimcsworld.com>,

<MESTRADA@AIMCSWORLD.COM>, "Agapito Fernandez"  
<Agapito.fernandez@transtech.org>, "Justin" <jkwon@interlogcorp.com>,  
<yschung218@gmail.com>, <jeff@interlogconstruction.com>,  
<gperez@aimcsworld.com>, "Abraham Jeon" <ajeon@hymengineering.com>,  
"Kyoung Choung" <kchoung@interlogconstruction.com>

Dear Mr. Jonathan Ko, PE,

Good morning,

I would like to add up the opinion of "Alternate Bid Schedule A: \$152,592.00".

Please consider this and advise me how we can proceed.

Per my understanding, "Alt. Bid Schedule A" may be eliminated from the original bid schedule?

Thank you,

Best regards,

Kyoung Choung, M.S.C.E., P.E.

## Interlog Construction

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Anaheim, Ca 92801

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Tel: 714-529-1130

Fax: 714-527-6436

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---

**From:** Jonathan Ko [<mailto:jko@aimcsworld.com>]

**Sent:** Sunday, October 09, 2016 10:49 AM

**To:** Michael Ackerman

**Cc:** Kyoung Choung; Chris Yafuso; [MESTRADA@AIMCSWORLD.COM](mailto:MESTRADA@AIMCSWORLD.COM); Agapito Fernandez; Justin; [yschung218@gmail.com](mailto:yschung218@gmail.com); [jeff@interlogconstruction.com](mailto:jeff@interlogconstruction.com); [gperez@aimcsworld.com](mailto:gperez@aimcsworld.com); Abraham Jeon

**Subject:** Re: CCO Log Sheet

Hi Michael,

I met with Kc and AJ last Friday. We discussed revised work scope and I issued a draft co 1 n 2 on the items we already agree. We did not discuss other changes.

This will provide a format for them to issue progress pay request no 2

Jko

Sent from my iPhone

On Oct 9, 2016, at 9:16 AM, Michael Ackerman <[MAckerman@hpca.gov](mailto:MAckerman@hpca.gov)> wrote:

Send excel version as well. Thank you.

**Michael Ackerman, PE, QSD** | Acting Director of Public Works/City Engineer |  
City of Huntington Park | Public Works Department  
6550 Miles Avenue | Huntington Park, CA 90255  
(323) 584-6253 Office | (323) 584-6244 Fax  
[mackerman@hpca.gov](mailto:mackerman@hpca.gov)  
[www.hpca.gov](http://www.hpca.gov)

**From:** Kyoung Choung [<mailto:kchoung@interlogconstruction.com>]  
**Sent:** Thursday, October 06, 2016 4:08 PM  
**To:** [jko@aimcsworld.com](mailto:jko@aimcsworld.com); 'Chris Yafuso' <[cyafuso@aimcsworld.com](mailto:cyafuso@aimcsworld.com)>;  
[MESTRADA@AIMCSWORLD.COM](mailto:MESTRADA@AIMCSWORLD.COM)  
**Cc:** Michael Ackerman <[MAckerman@hpca.gov](mailto:MAckerman@hpca.gov)>; Agapito Fernandez  
<[Agapito.fernandez@transtech.org](mailto:Agapito.fernandez@transtech.org)>; Justin <[jkwon@interlogcorp.com](mailto:jkwon@interlogcorp.com)>;  
[yschung218@gmail.com](mailto:yschung218@gmail.com); [jeff@interlogconstruction.com](mailto:jeff@interlogconstruction.com); [gperez@aimcsworld.com](mailto:gperez@aimcsworld.com); 'Abraham  
Jeon' <[ajeon@hymengineering.com](mailto:ajeon@hymengineering.com)>; 'Kyoung Choung' <[kchoung@interlogconstruction.com](mailto:kchoung@interlogconstruction.com)>  
**Subject:** RE: CCO Log Sheet

Dear Mr. Jonathan Ko, PE,

I am sending you Log Sheet of CCOs.

If you have any question about this, please do not hesitate to email or call me.

Thank you,

Best regards,

Kyoung Choung, M.S.C.E., P.E.

## Interlog Construction

1295 North Knollwood Circle

Anaheim, Ca 92801

Cell: 949-390-0028

Tel: 714-529-1130

Fax: 714-527-6436

[www.interlogconstruction.com](http://www.interlogconstruction.com)

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**Pacific Blvd. Improvements Project, Huntington Park**  
**Contract Change Order**

Date	10/17/16	Change Order No.	1-2	Account/Contract No..	F3609
Contractor	Interlog HYM Engineering			Account Code	-
Contract Date	05/03/16			Account Code	-
Plan Reference	Pacific Boulevard Improvement Project from Floence to Slauson				
Change Order Amount	\$ 1,503,492.32	Extension of Contract, if warranted		27	working days

Reason for Change	PER CITY'S REQUEST.	(ADDITIVE ITEMS)
-------------------	---------------------	------------------

1) TO UPGRADE STAMP COLOR PCC 4" THK TO PAVERS TO IMPROVE AESTHETICS; TO INSTALL PAVERS WITH BISHOP HAT BORDER PATTERN & ANTIQUE COBBLE STONE PATTERN IN LIEU OF THE CONTRACT SPECIFIED 4" THK STAMP COLOR PCC REFERENCE CONTRACTOR'S CHANGE ORDER REQUEST NO. #7 & #9 ; 2) TO ADJUST THE CONTRACT VALUE BY DELETING NEW STREET CANDLE LIGHTS.

**Description of Change**

- 1) #3.1, 74 EA - Furnish & Install Candle Stick Lights (Reduce Q'ty from 90 to 74. Use MOGUL BASE, 54W360DEG BULB,\$500 Material Save)
  - 2) #17.1, 42,000 SF - Construct Paver Bishop Hat Border Pattern | Selected & Approved by the City
  - 3) #17.2, 7,200 SF - Construct Pavers Antique Cobble #18#2 | Selected & Approved by the City
- \*\*\* NOTE \*\*\* INSTALL BULLOUTS PER CONTRACT ALTERNATES | #B.1, #C.1, #D.1, & #E.1

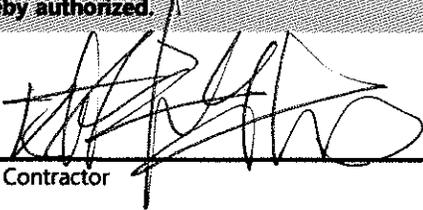
Original Contract Amount	\$ 3,730,511.29
Total of previous authorized Change Orders	\$ (2,750,885.08)
New Change Order Amount	\$ 1,503,492.32
New Contract Amount	\$ 2,483,118.53

**The Changes described above are hereby authorized.**

Approved: \_\_\_\_\_, 20\_\_\_\_.

Project Engineer

Director of Public Works/City Engineer

 10/21/16  
 Contractor

By Authorized Agent  
 10/25/16  
 Construction Manager

Original - Project File  
 CC: - Contractor  
 - Department

CITY OF HUNTRINGTON PARK  
 PACIFIC BOULEVARD IMPROVEMENTS  
 CONTRACT CHANGE ORDER NO. 1 - SCOPE REVISION  
 SUPPORT DOCUMENT

REFERENCE #1  
 ADDITIVE ITEMS

(Rev. 3, 10/17/2016)

Item No.	Description	Remove From Original Work Scope			Add to Original Work Scope			Comments
		Quantity	Unit	Price	Quantity	Unit	Price	
2	LED STREET LIGHT REMODEL (UPGRADE TO LED) QUANTITY IS NUMBER OF POLES. EACH POLE HAS 2 FIXTURES	90	EA	\$ 4,590.00			\$ 405,000.00	
3	FURNISH AND INSTALL CANDLE STICK LIGHTS	90	EA	\$ 8,000.00			\$ 720,000.00	
3.1	FURNISH AND INSTALL CANDLE STICK LIGHTS				74	EA	\$ 7,500.00	\$ 555,000.00 Reduce qty from 90 to 74. Use MOGUL BASE, 54W 300DEG Bulb, \$500 material saving.
4	FURNISH AND INSTALL LED BUS SHELTER LIGHTING	16	EA	\$ 2,497.69			\$ 39,963.04	
15	REPAINT OF EXISTING TRAFFIC SIGNAL POLES, EXISTING BUS SHELTERS, BIKE RACKS, STREET LIGHT POLES, FIRE HYDRANTS, ALL PUBLIC UTILITY CABINETS AND ANY OTHER...	1	LS	\$ 19,123.08			\$ 19,123.08	
17	CONSTRUCT STAMP COLOR PCC 4" THICK ON 12" COMPACTED NATIVE PER SSPWC	41,096	SF	\$ 4.30			\$ 176,497.80	
17.1	CONSTRUCT PAVERS BISHOP TOP HAT PATTERN				42,000	SF	\$ 17.00	\$ 714,000.00 SELECTED AND APPROVE BY THE CITY
17.2	CONSTRUCT PAVERS ANTIQUE COBBLE				7,200	SF	\$ 15.00	\$ 108,000.00 SELECTED AND APPROVE BY THE CITY
17.4	12" FRENCH COLOR CONCRETE				10,000	SF	\$ 7.00	\$ 70,000.00 COLOR CONCRETE BEHIND THE CURB
27	CITY ALLOWANCE FOR GATEWAY MONUMENTS AND SIGNS	1	LS	\$ 200,000.00			\$ 200,000.00	
A	ALTERNATE A (CITY CONFIRMED "ALT A" IS DE-SCOPED ON 10/17/16, MONDAY)	1	LS	\$ 152,592.00			\$ 152,592.00	
B	DEDUCT ALTERNATE B (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 259,101.64			\$ 259,101.64	
B.1	@ BULBOUTS (PER CONTRACTS)				2	EA	\$ 7,486.54	\$ 14,973.08
C	DEDUCT ALTERNATE C (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 242,175.28			\$ 242,175.28	
C.1	@ BULBOUTS (PER CONTRACTS)				2	EA	\$ 8,061.54	\$ 16,123.08
D	DEDUCT ALTERNATE D (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 256,263.20			\$ 256,263.20	
D.1	@ BULBOUTS (PER CONTRACTS)				3	EA	\$ 3,824.36	\$ 11,473.08
E	DEDUCT ALTERNATE E (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 280,169.04			\$ 280,169.04	
E.1	@ BULBOUTS (PER CONTRACTS)				4	EA	\$ 3,480.77	\$ 13,923.08
<b>Total</b>							\$ 2,750,885.08	\$ 1,503,492.32

TOTAL | ORIGINAL CONTRACT \$ 2,750,885.08  
 TOTAL | REDUCE WORK SCOPE (2,750,885.08)  
 TOTAL | ADD WORK SCOPE \$ 1,503,492.32

**NEW CONTRACT TOTAL \$ 2,483,118.53**

POTENTIAL PMCM EXTENSION (TO BE SUBMITTED)  
 PROJECTED FUTURE CHANGES

**PROJECTED CONTRACT TOTAL \$ 2,483,118.53**

TOTAL AMOUNT OF ADDITIVE ITEMS



REFERENCE #3  
CM'S REVISED TABULATION

CITY OF HUNTINGTON PARK  
PACIFIC BOULEVARD IMPROVEMENTS

CONTRACT CHANGE ORDER NO. 1 - SCOPE REVISION  
SUPPORT DOCUMENT

10/04/16

Item No.	Description	Remove From Original Work Scope		Add to Original Work Scope		Comments		
		Quantity	Unit	Price	Unit		Price	
2	LED STREET LIGHT REMODEL (UPGRADE TO LED) QUANTITIES NUMBER OF POLES. EACH POLE HAS 2 FIXTURES.	90	EA	\$ 4,500.00	\$	405,000.00		
3	FURNISH AND INSTALL CANDLE STICK LIGHTS	90	EA	\$ 8,000.00	\$	720,000.00		
3.1	FURNISH AND INSTALL CANDLE STICK LIGHTS				EA	\$ 7,500.00	\$ 555,000.00	Reduce qty from 90 to 74 Use MOGLUE BASE, 54W 360DEG BULB, \$500 material saving.
4	FURNISH AND INSTALL LED BUS SHELTER LIGHTING	16	EA	\$ 2,497.69	\$	39,963.04		
4.1	SUPPLY AND INSTALL BUS SHELTERS				EA	\$ 10,000.00	\$ 120,000.00	Plug number, need submittal.
4.2	Foundation for clocks including electrical				EA	\$ 5,000.00	\$ 10,000.00	Cost for fnh and electrical only
16	REPAIR OF EXISTING TRAFFIC SIGNAL POLES, EXISTING BUS SHELTERS, BIKE RACKS, STREET LIGHT POLES, FIRE HYDRANTS, ALL PUBLIC UTILITY GRADIENTS AND ANY OTHER	0	LS	\$ 19,123.08	\$			Do not remove this time
17	CONSTRUCT STAMP COLOR PCC 4" THICK ON 12" COMPACTED NATIVE PER SSPWC	41,046	SF	\$ 4.30	\$	176,497.80		
17.1	CONSTRUCT PAVERS BISHOP TOP HAT PATTERN				SF	\$ 17.00	\$ 714,000.00	SELECTED AND APPROVE BY THE CITY
17.2	CONSTRUCT PAVERS ANTIQUE COBBLE				SF	\$ 15.00	\$ 108,000.00	SELECTED AND APPROVE BY THE CITY
17.3	12" TRENCH GREY CONCRETE				SF	\$ 6.00	\$ 600.00	BAND AROUND TREE WELLS
17.4	12" TRENCH COLOR CONCRETE				SF	\$ 7.00	\$ 70,000.00	12" COLOR CONCRETE BEHIND THE CURB
27	CITY ALLOWANCE FOR GATEWAY MONUMENTS AND SIGNS	1	LS	\$ 200,000.00	\$	200,000.00		
27.1	ALLOW HALF OF THE ALLOWANCE FOR MONUMENTS & SIGNS				LS	\$ 100,000.00	\$ 100,000.00	PLUG NUMBER FOR 1 MONUMENT AND 18 SIGNS
A	ALTERNATE A (NO CHANGE AT THIS TIME)							
B	DEDUCT ALTERNATE B (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 149,373.14	\$	149,373.14		
B.1	ADD BULBOUTS				EA	\$ 7,486.54	\$ 14,973.08	
C	DEDUCT ALTERNATE C (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 242,175.28	\$	242,175.28		
C.1	ADD BULBOUTS				EA	\$ 8,061.54	\$ 16,123.08	
D	DEDUCT ALTERNATE D (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 256,263.20	\$	256,263.20		
D.1	ADD BULBOUTS				EA	\$ 3,824.36	\$ 11,473.08	
E	DEDUCT ALTERNATE E (CITY OPTED FOR REGULAR PAVERS)	1	LS	\$ 280,169.04	\$	280,169.04		





BLDG COST ANALYSIS - CITY OF HUNTINGTON PARK, PACIFIC BLVD IMPROVEMENTS	BLDG AS SUBMITTED	BLDG AS CALCULATED BASED ON QUANTITY AND UNIT BID	BLDG AS CALCULATED COST	ADJUSTED CALCULATED COST	WORKING DAYS ADDED OR REDUCED
BLDG Item and Description	Qty	Unit Bid	Total Bid Submittal minus Total Bid Calculated	Unit Bid	Adjusted Total Bid Calculated
20 CURBS AND AS FALL NEW REFLECTORIZED TRAFFIC SIGNAL STREET SIGNS	31 EA	\$973.00	\$30,183.00	\$973.00	\$30,183.00
21 REPLACE CROSSWALK PEDESTRIAN HEADS WITH COUNTDOWN PEDESTRIAN HEADS INCLUDING HOUSING, PUNISH AND PLANT DATE PALM TREES (PHOENIX)	60 EA	\$608.72	\$36,523.20	\$608.72	\$36,523.20
22 PUNISH AND PLANT DATE PALM TREES (PHOENIX) DETERMINED BY THE CITY.	60 EA	\$1,846.35	\$110,781.00	\$1,846.35	\$110,781.00
23 INSTALL BRGE BACCS FINISHED BY THE CITY. LOCATIONS TO BE DETERMINED BY THE CITY.	40 EA	\$173.00	\$6,920.00	\$173.00	\$6,920.00
24 REMOVE ALL EXISTING NEWSPAPER STANDS AND SALVAGE TO THE CITY YARD.	1 LS	\$11,123.00	\$11,123.00	\$11,123.00	\$11,123.00
25 REMOVE ALL EXISTING PHONE BOOTHS AND SALVAGE TO THE CITY YARD OR DISPOSE PER CITY ENGINEER.	1 LS	\$4,130.00	\$4,130.00	\$4,130.00	\$4,130.00
26 REMOVE EXISTING GATEWAY MONUMENT AT THE CORNER OF FLORENCE AVE AND PACIFIC BLVD AND SALVAGE TO CITY YARD.	1 LS	\$11,123.00	\$11,123.00	\$11,123.00	\$11,123.00
27 VEHICULAR SIGNS, WAY FINDING SIGNS, PESTERSTRAM SIGNS, LOOP DETECTORS, UTILITY BOX ADJUSTMENT, 2 PESTERSTRAM PUSH BUTTONS PER BALBOOTS, 80 ITEM ALSO INCLUDES ALL LANDSCAPING PER PLANS.	1 LS	\$200,000.00	\$200,000.00	\$100,000.00	\$100,000.00
28 REMOVE EXISTING TREES-PALM TREES (TREE TRUNKS SIZES VARIES FROM 4 INCHES TO 18 INCHES), AND FULL CREATED VOICES WITH COMPACTED DIRT/FILL.	97 EA	\$397.54	\$38,585.18	\$397.54	\$38,585.18
TOTAL BASE BID PRICE			\$2,226,388.02		\$1,777,802.12
ADDITIONAL DEDUCTIVE ALTERNATE BID SCHEDULE B-PACIFIC BLVD AT FLORENCE AVENUE-See Item and Description					
DEDUCT B.1 Deduct B.1 Deduct portion of Bid Item 18 from Base Bid	2 EA	\$3,045.50	\$6,091.00	\$3,045.50	\$6,091.00
DEDUCT B.2 Deduct B.2 Deduct portion of Bid Item 18 from Base Bid	2 EA	\$7,485.54	\$14,971.08	\$7,485.54	\$14,971.08
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE B-PACIFIC BLVD AT FLORENCE AVENUE-See Item and Description			\$11,062.08		\$11,062.08
ADDITIONAL DEDUCTIVE ALTERNATE BID SCHEDULE C-PACIFIC BLVD AT GAGE AVENUE-See Item and Description					
DEDUCT C.1 Deduct C.1 Deduct portion of Bid Item 18 from Base Bid	2 EA	\$3,045.50	\$6,091.00	\$3,045.50	\$6,091.00
DEDUCT C.2 Deduct C.2 Deduct portion of Bid Item 18 from Base Bid	2 EA	\$7,485.54	\$14,971.08	\$7,485.54	\$14,971.08
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE C-PACIFIC BLVD AT GAGE AVENUE-See Item and Description			\$21,062.08		\$21,062.08
ADDITIONAL DEDUCTIVE ALTERNATE BID SCHEDULE D-PACIFIC BLVD AT HUNTINGTON PARK-See Item and Description					
DEDUCT D.1 Deduct D.1 Deduct portion of Bid Item 18 from Base Bid	3 EA	\$3,045.50	\$9,136.50	\$3,045.50	\$9,136.50
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE D-PACIFIC BLVD AT HUNTINGTON PARK-See Item and Description			\$9,136.50		\$9,136.50

DRAFT CONSTRUCTION COST ANALYSIS - CITY OF HUNTINGTON PARK, PACIFIC BLVD IMPROVEMENTS											
BASE BID Item and Description	BID AS SUBMITTED			BID AS CALCULATED BASED ON QUANTITY AND UNIT BID THESE AMOUNTS ARE USED FOR CORRECT CALCULATIONS			ADJUSTIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E	ADJUSTIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E			
	Qty	Unit Bid	Total Bid Submitted	Qty	Unit Bid	Total Bid Calculated		Qty	Unit Bid	Adjusted Total Bid Calculated	
BULBOUTS INCLUDING ALL DEMOLITION, EXCAVATION, COMPACTION, HAULING, ASPHALT REPAIRING OF SLOT CUTS, NEW PCC CURB & GUTTER AND INCLUDING 2 CURB RAMPS PER CALTRANS STANDARD PLAN RSP ASB, CASE A, DETAIL B, MODIFIED AS PER PLANS AND AS FIELD DIRECTED BY THE CITY ENGINEER. THIS ITEM ALSO INCLUDES PARKWAY DRAINS, LOOP DETECTORS REPLACEMENT, UTILITY BOX ADJUSTMENT, 2 PEDESTRIAN PUSH BUTTONS PER BULBOUTS. BID ITEM ALSO INCLUDES ALL LANDSCAPING PER PLANS.	3	EA	\$3,624.36	\$11,473.08	\$3,624.36	\$11,473.08	ADD: \$0.00	3	EA	\$3,624.36	\$11,473.08
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E			\$3,327.86			(5,233.20)					\$3,327.86
ADITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E-PACIFIC BLVD AT Slauson Avenue-Station and Description							ECO				
CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP ASB, CASE A, DETAIL B, MODIFIED AS PER PLANS AND AS FIELD DIRECTED BY THE CITY ENGINEER	4	EA	(53,048.50)	(53,048.50)	(53,048.50)	(53,048.50)	DEDUCT: E (Include portion of Bid Item 18 from Base Bid	4	EA	(53,048.50)	(53,048.50)
BULBOUTS INCLUDING ALL DEMOLITION, EXCAVATION, COMPACTION, HAULING, ASPHALT REPAIRING OF SLOT CUTS, NEW PCC CURB & GUTTER AND INCLUDING 2 CURB RAMPS PER CALTRANS STANDARD PLAN RSP ASB, CASE A, DETAIL B, MODIFIED AS PER PLANS. THIS ITEM ALSO INCLUDES PARKWAY DRAINS, LOOP DETECTORS REPLACEMENT, UTILITY BOX ADJUSTMENT, 2 PEDESTRIAN PUSH BUTTONS PER BULBOUTS. BID ITEM ALSO INCLUDES ALL LANDSCAPING PER PLANS.	4	EA	\$3,487.77	\$13,923.08	\$3,487.77	\$13,923.08	ADD: E (Include portion of Bid Item 18 from Base Bid	4	EA	\$3,487.77	\$13,923.08
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E			\$1,728.08			\$1,728.08					\$1,728.08
GRAND TOTAL			\$2,465,193.64			\$2,568,728.15					\$2,894,998.94

**PACIFIC BOULEVARD IMPROVEMENTS PROJECT**

REFERENCE #5  
CONTRACTOR'S CCO'S LOG

CCL	Rev.	Description	Reference	Requested			Approved	by	Result	Remark
				Amount	+/-	Date				
		<b>BASE CONTRACT AMOUNT</b>								
			3,790,511.29							
1		Unfinished Existing Concrete Slab @ Florence Avenue	RR #62	\$3,384.30	+	9/15/16	OK (10/27/16)			
2		Relocate Unfinished Existing Electrical Rigid Conduit for Street Light @ Saturn Avenue with 6"-8" HP Con'c. Curb at Back of Sidewalk(30 LF) of T-Mobil Building	RR #63	\$1,555.74	+	9/15/16	OK (10/27/16)			
3		Chipping Out 10' the Concrete Footing of Existing Trolley Lighting Poles   90 EA		\$36,025.20	+	9/13/16				
4		Existing Parkway Drain Culvert @ Bus Stop Area	RFI #76	\$134,194.56	+	9/13/16				
5		Utilities Pull Boxes (N09B & N09R) on Pacific Boulevard   Per Unit Cost	RFI #42.1 & #79	\$320.85	+	9/15/16				
6		Natural Gray Concrete Placement at the Additional Concrete Removal Area   Per Unit Cost		\$10.44	+	9/13/16	OK (10/27/16)			
7		Change the Scope of Work   Stamp Color PCC 4" Con'c to Paver Stone   1) Bishop Hat Border Pattern & 2) Antique Cobble 1' & 2' -45 degree		\$1,361.20	+	9/13/16	T&M -> Delete(10/3/16)			
8		Bid Item #2, Change the Scope of Work   90 ea. LED Street Removal --> 77 ea. Remove Existing Twin Heads & Install Single Master Colored Arm LED Head			-	9/19/16			\$ 645,502.20	It is already in Miller's Tabulation.
9		Bid Item #3, Change the Scope of Work   90 ea. Furnish & Install New Candle Stick Lighting --> 74 ea. Furnish & Install New Candle Stick Lighting			-	9/19/16			\$ (70,050.00)	It is already in Miller's Tabulation.
10		Conflict Information & Reverse Fall Drain			+	9/19/16			\$ (165,000.00)	It is already in Miller's Tabulation.
11		The Replacement of Broken Drain Lateral Pipe   Per Installation		\$421.82	+	9/14/16				
12		Remove Existing Message Electronic Board Sign & Deliver to City Yard	Electrical	\$1,720.00	+	9/22/16				Exc. CCO#11
13		Replace the Existing Damaged Rigid Electrical Conduit with Crossing Work @ Sage Avenue	Electrical	\$9,891.00	+	9/22/16				Exc. CCO#6
14		Two (2) - Sixth Thomas (457/4 Balls Closets (20 FT High) on Pacific Boulevard	Electrical	\$163,507.59	+	9/25/16				Exc. CCO#16, Included Clock's Cost
15		Removed Existing Ped Light (Per Unit) at Each Bus Station	Electrical	\$1,443.00	+	9/30/16				
16		Changed the Materials of Irrigation Line to Purple Pipe (Reclaimed Water) from White Pipe (Domestic Water)		\$12,236.00	+	9/27/16				
17		Install New Candle Stick Light (Related with CCO#15, Per Unit Price) at Each Bus Station	Electrical	\$8,400.00	+	9/30/16				
18		Replaced the Broken Electrical Pipe @ 7024 Pacific Boulevard   Requested by "Sal"	Electrical	\$999.00	+	10/4/16				
19		Replaced the Broken Electrical Pipe @ 7102 Pacific Boulevard   Requested by "Sal"	Electrical	\$1,596.00	+	10/4/16				
20		All Splices w/ NICOS @ Clarendon Avenue (SE)   Requested by "Sal"	Electrical	\$4,856.00	+	10/4/16				
21		Install Electrical Pipes 100' GRG	Electrical	\$12,501.00	+	10/4/16				
22		Remove & Reinstall Cabinet   Cabinet Will Be Provided by City of HP.	Electrical	\$3,168.00	+	10/4/16				
23		Replace the Cabinet @ Saturn Avenue	Electrical	\$7,097.00	+	10/4/16				
24		New Location of Candle Stick Light Pole @ 6904 Pacific Boulevard (Saturn SE)	Electrical	\$851.00	+	10/4/16				
25		New Location of Candle Stick Light Pole @ 6604 Pacific Boulevard (Zoe SE)	Electrical	\$851.00	+	10/4/16				
26		New Location of Candle Stick Light Pole @ 6532 Pacific Boulevard (Zoe NE)	Electrical	\$1,137.00	+	10/4/16				





# CONTRACT CHANGE ORDER AUTHORIZATION

<b>PROJECT:</b> PACIFIC BOULEVARD IMPROVEMENT PROJECT	<b>CONTRACT NO.:</b> F3609	
	<b>REF CCO REQUEST NO.:</b>	N/A
<b>CONTRACTOR:</b> Interlog HYM Engineering	<b>APPROVED CCO NO.:</b>	<b>07</b>

**AUTHORIZATION TO PROCEED WITH THE FOLLOWING CHANGE ORDER:**

Description	Quantity	Unit	Unit Price	Total
Change the Scope of Work   Stamp Color PCC 4" Con'c to Paver Stone   1) Bishop Hat Border Pattern & 2) Antique Cobble #1 & #2 - 45 Degree	1	SVC	\$645,502.20	<b>\$ 645,502.20</b>

Base Contract Amount	\$3,730,511.29
Previously Authorized Contract Change Orders:	
Authorized Amount For This Contract Change Order	<b>\$645,502.20</b>
<b>Total Authorized Contract Amount To Date (Sum of The Above):</b>	<b>\$4,376,013.49</b>
Total Contract Days (Working) Per Contract :	65
Additional/Deductive Days (Working) Per Previously Authorized Contract Change Orders:	0
Additional/Deductive Days (Working) For This Contract Change Order	21
<b>Total Authorized Contract Days (Working) To Date (FOR CHANGE ORDERS):</b>	<b>21</b>
Original Completion Date:	10/18/2016
Revised Completion Date Including This Contract Change Order	11/8/2016

APPROVAL BY CITY			
Recommended by:		Approved by:	
Name:		Name:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

ACCEPTANCE BY CONTRACTOR	
I agree to perform the work described in this change order, and that the total cost approved for the change order includes any and all costs associated with this change order, and that I shall not make any other claims (including but not limited to, additional change order costs, delay costs, loss of profit, loss of productivity, overhead, insurance, bonding, administrative, etc.) against the City for this change order.	Name: _____ Signature: _____ Title: _____ Date: _____

COST PROPOSAL FOR

PACIFIC BOULEVARD IMPROVEMENT PROJECT

PROJECT NO. F3609

Date : 09/15/16

Change Request No. : 007

Facility : CITY OF HUNTINGTON PARK

Contract Date : 05/03/16

Scope of Change : Change the Scope of Work | Stamp Color PCC 4" Con'c to Paver Stone | 1) Bishop Hat Border Pattern & 2) Antique Cobble #1 & #2 - 45 Degree

Instructions:

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached "Cost Proposal Summary," and (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary."
2. Attach the form titled "Supporting Documentation for the Cost Proposal Summary" for Contractor and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by Contractor or Subcontractor actually performing the Work activity identified on the form. Attach supporting data to each such form to substantiate the individually listed costs. The costs provided on these forms shall be used to substantiate Additional Costs shown on the Cost Proposal Summary.
3. The Contractor Fee shall be computed on the Cost of Extra Work of Contractor and each Subcontractor involved in the Extra Work; and shall constitute full compensation for all costs and expenses related to the subject change and not listed in the "Supporting Documentation for the Cost Proposal Summary," including overhead and profit.
4. Refer to Subparagraph 7.3.4 of the General Conditions for the method of computing the Contractor Fee.

Adjustment of the Contract Time (Include justification based upon the Contract Schedule) : 21 (Days)

Refer to Article 8 of the General Conditions.

Adjustment of the Contract Sum (Total Additional Cost from Cost Proposal Summary) : \$ 645,502.20 (Six Hundreds Forty Five Thousand Five Hundred Two Dollars and Twenty Cents) (Refer to Article 7 of the General Conditions)

Submitted : Interlog HYM Engineering (Contractor)

Received : (The City of Huntington Park's Representative)

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

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

Title: Kyoung Choung, PM

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

Date : 09/15/16

Date : \_\_\_\_\_

**COST PROPOSAL SUMMARY**

Project Name: **PACIFIC BOULEVARD IMPROVEMENT PROJECT** Change Request No. : **007**  
 Project No.: **F3609** Contractor : **Interlog HYM Engineering**

<b>The City of Huntington Park</b>					
		<b>Contractor</b>	<b>1st Tier Sub</b>	<b>2nd Tier Sub</b>	<b>Total</b>
<b>ACTUAL COST</b>	1. Straight time wage - Labor	\$ -	\$ -	\$ -	\$ -
	2. Payroll taxes - Labor	\$ -	\$ -	\$ -	\$ -
	3. Overtime wages - Labor				\$ -
	4. Payroll taxes - Overtime	\$ -			\$ -
	5. Materials	\$ -	\$ -	\$ -	\$ -
	6. Sales Taxes ( 9% on line 5)	\$ -	\$ -	\$ -	\$ -
	7. Rental Charge			\$ -	\$ -
	8. Royalties				\$ -
	9. Permits				\$ -
	10. Actual cost (Sum of lines 1 ~ 9)	\$ -	\$ -	\$ -	\$ -
<b>Allowance</b>	11. Insurance & Bonds (2% of line 10)	\$ -	\$ -	\$ -	\$ -
<b>Contractor Fee</b>	12. Sub_Sub (15% of line 10 ; col.3)			\$ -	\$ -
	13. Subcontractor (5% of line 10 ; col.3)		\$ -		\$ -
	14. Subcontractor (15% of line 10 ; col.2)		\$ -		\$ -
	15. Contractor (5% of line 10 ; col.2)	\$ -			\$ -
	16. Contractor (10% of line 10 ; col.1)	\$ -			\$ -
	17. Contractor Fee (Sum of lines 12 ~ 16)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	18. Additional Cost (Sum of lines 10,11, & 17, Col.4)				\$ -

**NOTES :**

- (1) Additional Costs are from line 10 of the attached forms titled, "Supporting Documentation For the Cost Proposal Summary" for Contractor and each Subcontractor involved in Extra Work.
- (2) Round down all Additional Costs of 50¢ or less the nearest dollar. Round up all Additional Costs of 51¢ or more th the nearest dollar.

**SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY**

**PACIFIC BOULEVARD IMPROVEMENT PROJECT**

PROJECT NO. **F3609**

Contractor Name : **Interlog HYM Engineering**

Change Request No. : **007**

Work Activity : **Change the Scope of Work | Stamp Color PCC 4" Con'c to Paver Stone | 1) Bishop Hat Border Pattern & 2) Antique Cobble #1 & #2 - 45 Degree**

**The City of Huntington Park**

Cost Item	Description	Cost
<b>ACTUAL COST</b>	1. Straight time wage - Labor	\$ -
	2. Fringe benefits & payroll taxes - Labor :	\$ -
	3. Overtime wages - Labor	\$ -
	4. Fringe benefits & payroll taxes - Overtime	\$ -
	5. Materials	\$ -
	6. Sales Taxes (9.0% of on line 5)	\$ -
	7. Rental Charge (Attached quote sheet from supplier)	\$ -
	8. Royalties	\$ -
	9. Permits	\$ -
	10. Actual cost (Sum of lines 1 ~ 9)	\$ -
<b>TOTAL</b>		\$ -

**Interlog HYM Engineering**

(Contractor's Company Name)

(Signature)

**Kyoung Choung, PM**

(Title)

**09/15/16**

(Date)

**Notes:**

- (1) Round-off all Costs to the nearest dollar
- (2) This form shall be prepared and signed by Contractor or Subcontractor actually performing the work activity indicated above.
- (3) If this form signed by a subcontractor, it shall be reviewed and signed by Contractor. Certifying the accuracy of the information.



## Kyoung

---

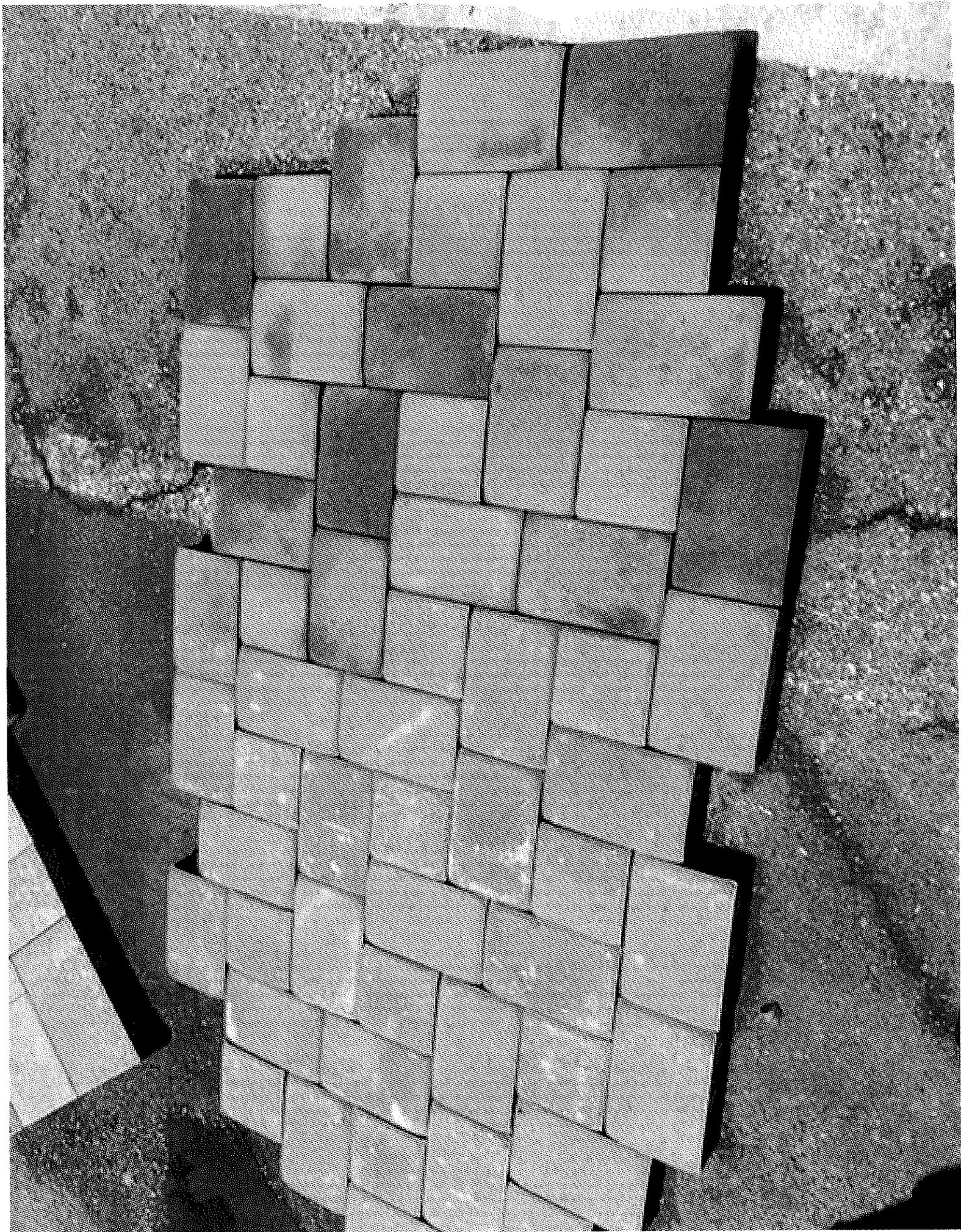
**From:** Michael Ackerman [MAckerman@hpca.gov]  
**Sent:** Wednesday, August 31, 2016 2:45 PM  
**To:** 'Kyoung Choung'  
**Subject:** paver photos  
**Attachments:** IMG\_7746.JPG; IMG\_7753.JPG

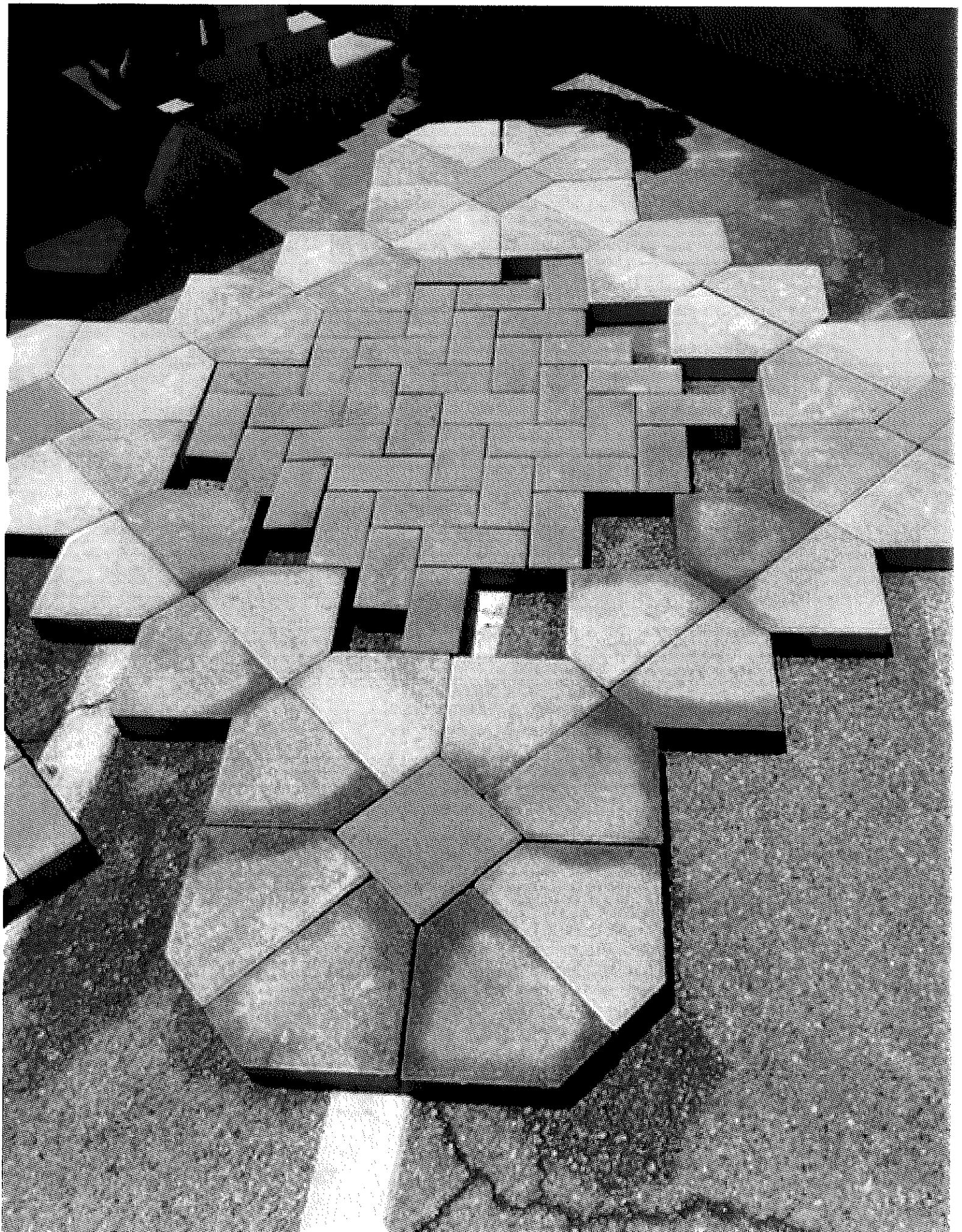
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Gray squares in the Bishop hat corners (not red). 4-foot by 4-foot (nominal) Bishop Hat pattern. Both patterns should be 45 degrees to the direction of travel when walking the sidewalk northerly (diamond patterns).

Michael Ackerman, PE, QSD | Acting Director of Public Works/City Engineer |  
City of Huntington Park | Public Works Department  
6550 Miles Avenue | Huntington Park, CA 90255  
(323) 584-6253 Office | (323) 584-6244 Fax  
[mackerman@huntingtonpark.org](mailto:mackerman@huntingtonpark.org)  
[www.huntingtonpark.org](http://www.huntingtonpark.org)





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

*(Bidders shall use this bid schedule as part of their bid, and disregard previously provided bid schedules.)*

BASE BID SCHEDULE				
Item		Qty	Unit Price	Total Price
12	SAWCUT PCC CONCRETE SIDEWALK 12"X12" AROUND PARKING METERS, SALVAGE PARKING METERS TO THE CITY YARD. PATCH REMOVED SIDEWALK AREAS. EXISTING PARKING METERS MAY NOT BE REMOVED PRIOR TO SEPTEMBER 6, 2016.	379 EA	\$ 38. <sup>88</sup>	\$ 14,435. <sup>52</sup>
13	REMOVE TRASH RECEPTACLES AND DISPOSE OR SALVAGE TO THE CITY YARD AS DIRECTED BY THE CITY ENGINEER.	85 EA	\$ 76. <sup>51</sup>	\$ 6,503. <sup>35</sup>
14	FURNISH AND INSTALL NEW STREET BENCHES. NEW BENCHES TO MATCH EXISTING BLACK BENCHES IN MANUFACTURER, STYLE, DESIGN AND FINISH. COLOR OF PAINT TO MATCH ALL OTHER STREET FURNITURE PER SPECIFICATIONS.	70 EA	\$ 238. <sup>90</sup>	\$ 16,723. <sup>00</sup>
15	REPAINT OF EXISTING TRAFFIC SIGNAL POLES, EXISTING BUS SHELTERS, BIKE RACKS, STREET LIGHT POLES, FIRE HYDRANTS, ALL PUBLIC UTILITY CABINETS, ANY ABOVE GROUND PUBLIC UTILITY BOXES, AND ANY OTHER STREET FURNITURE. PAINT TYPE AND COLOR TO BE SELECTED BY THE CITY AND PER SPECIFICATIONS.	1 LS	\$ 19,123. <sup>08</sup>	\$ 19,123. <sup>08</sup>
16	CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP A88A, CASE A, DETAIL B, MODIFIED AS PER PLANS AND AS FIELD DIRECTED BY THE CITY ENGINEER.	38 EA	\$ 3,048. <sup>50</sup>	\$ 115,843. <sup>00</sup>
17	CONSTRUCT STAMP COLOR PCC 4" THICK ON 12" COMPACTED NATIVE PER SSPWC (CONCRETE COLOR MANUFACTURER, TEXTURE, DESIGN PATTERN TO BE SELECTED AND APPROVED BY THE CITY).	41,046 SF	\$ 4. <sup>30</sup>	\$ 176,497. <sup>80</sup>
18	NON DESTRUCTIVE MICROGRIND OR WET SANDBLAST EXISTING THERMOPLASTIC CROSSWALKS. FURNISH AND INSTALL TWO-COAT PAINT CROSSWALK LADDER STRIPING.	23,740 SF	\$ 3. <sup>72</sup>	\$ 88,312. <sup>80</sup>
19	FURNISH AND INSTALL ELECTRICAL STUB OUT FOR FUTURE CENTRALIZED PARKING PAY STATIONS. WORK IN THIS BID ITEM INCLUDES INTERCEPTING ELECTRICAL STREET LIGHT CONDUIT IN THE SIDEWALK, FURNISH AND INSTALL PULLBOX (NUMBER 3-1/2" PULLBOX) AT THE INTERCEPTION POINT, NEW 2" CONDUIT (PVC SCH 40) TO BACK OFF CURB FACE AND INSTALLING A NUMBER 3-1/2" PULLBOX AND PULLROPE. LOCATIONS TO BE DETERMINED BY THE CITY ENGINEER.	8 EA	\$ 2,092. <sup>88</sup>	\$ 16,583. <sup>04</sup>

# SUBMITTAL | #015

**FROM:**

**Interlog HYM Engineering**  
 1295 North Knollwood Circle  
 Anaheim, Ca 92801

**DATE:** 7/8/2016

**JOB NO.:** \_\_\_\_\_  
**CONTRACT NO.:** F3609  
**SUBMITTAL NO.:** \_\_\_\_\_  
**DESCRIPTION:** \_\_\_\_\_

**TO:**

**AIM Consulting Service**  
 11401 East Valley Boulevard  
 El Monte, Ca 91731

**TITLE:** Paver Stone (Angelus Pavers | Holland or Antique Cobble I & II)

**WE ARE SENDING YOU:**

- |  |                                       |                                |   |
|--|---------------------------------------|--------------------------------|---|
| <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Mailed       | <input type="checkbox"/> Faxed | <input type="checkbox"/> Hand Delivered |
| <input type="checkbox"/> Shop Drawings       | <input type="checkbox"/> Prints       | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples        |
| <input type="checkbox"/> Copy of Letter      | <input type="checkbox"/> Change Order | <input type="checkbox"/> Other | <input type="checkbox"/> Specifications |

COPIES	DATE	NO.	DESCRIPTION
1	07/08/16	1	<b>Holland or Antique Cobble I &amp; II</b>

**These are SUBMITTED as checked below:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> For Approval & Execution | <input type="checkbox"/> Approved as Submitted        |
| <input type="checkbox"/> For Your Use                        | <input type="checkbox"/> Approved as Noted            |
| <input type="checkbox"/> As Requested                        | <input type="checkbox"/> Returned for Corrections     |
| <input checked="" type="checkbox"/> For Review & Comment     | <input type="checkbox"/> Resubmit Copies for Approval |
| <input type="checkbox"/> Submit Copies for Distribution      | <input type="checkbox"/> Return Corrected Prints      |
| <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US    |   |
| <input type="checkbox"/> Other                               |   |

**DISPOSITION**

REJECTED

NO EXCEPTIONS TAKEN

REVISE & RESUBMIT

FOR YOUR INFORMATION

RECEIVED BY: \_\_\_\_\_ SIGNED: \_\_\_\_\_

If enclosures are not as noted, kindly notify us at once.





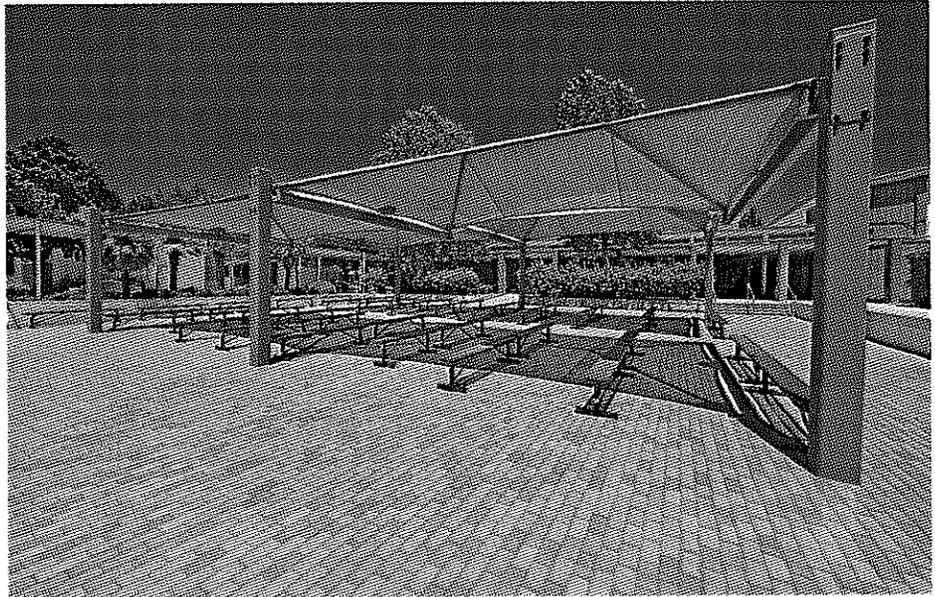
**SUBMITTAL #~~14-1~~ | HOLLAND  
PRODUCT LITERATURE and/or LAYOUT**

## Holland

This rectangular, brick-sized stone, with its traditional flat top and defined, chamfered edges is available in standard or tumbled texture. Holland's utilitarian shape, straight lines and wide choice of colors creates unlimited design possibilities. One of the original paver shapes; Holland's classic, timeless look accentuates any outdoor living space.

### Stocked Colors:

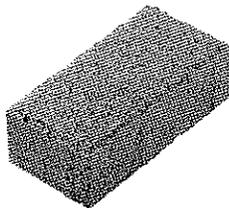
See page 2 for color swatches and list of stocked colors.



*Shown: Tuscan Holland installed in a running bond pattern.*



**Holland (60mm)**  
3.93" x 7.87"



**Holland (80mm)**  
3.93" x 7.87"  
special order

<b>Holland</b>	<b>60 mm</b>
Size (in inches)	3.93 x 7.87
Sq Ft per Stone	.21
Stones per Sq Ft	4.76
Sq Ft per Pallet	113
Stones per Pallet	540
Weight per Stone	6 lbs
Weight per Pallet	3240 lbs

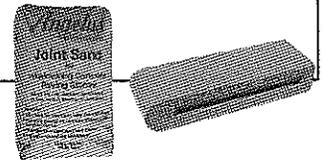
<b>Holland</b>	<b>80 mm</b>
Size (in inches)	3.93 x 7.87
Sq Ft per Stone	.21
Stones per Sq Ft	4.76
Sq Ft per Pallet	91
Stones per Pallet	432
Weight per Stone	8 lbs
Weight per Pallet	3456 lbs

*80 mm Holland available as a special order*

For custom color options  
contact your Angelus Sales  
Representative at:

**(951) 328-9115** or  
**(805) 485-1137**

For more information on  
Related Pavers & Walls  
Products visit:  
[AngelusPavingstones.com](http://AngelusPavingstones.com)

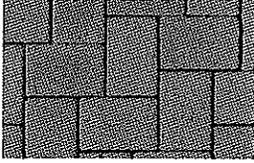


Joint Sand Bullnose Coping

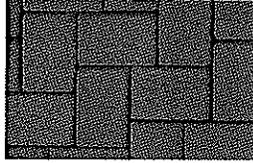
**NOTE: ALWAYS VIEW PRODUCT SAMPLES PRIOR TO INSTALLATION** The color and texture of Angelus products are not specific to any product or groups of products. Variation in color, shades of color, texture, and aggregate exposure is inherent in all concrete products and exact matches cannot be guaranteed. Not all products are stocked in all colors. Charts with more product related color availability are shown from product pages. Colors and textures represented in print and online are as close as possible to the actual product. Photographic techniques, printing techniques and viewing monitors – as well as actual viewing conditions – can alter perception of color.

## HOLLAND

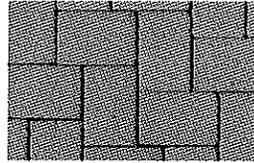
Solid Colors (swatches shown in Antique Cobble I)



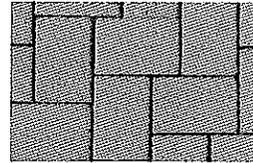
BROWN



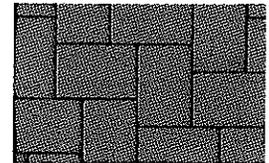
CHARCOAL



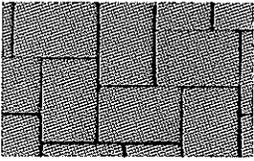
CREAM



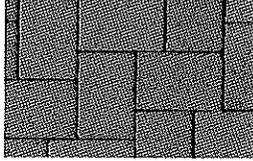
GRAY



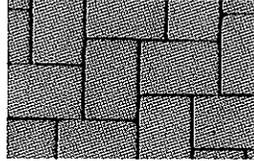
MOCHA



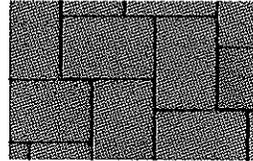
MOSS



RED

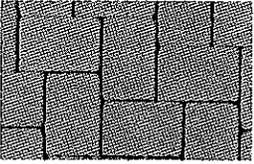


STONE

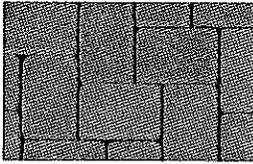


TERRACOTTA

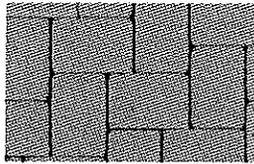
Solid Tumbled Colors (swatches shown in Antique Cobble I)



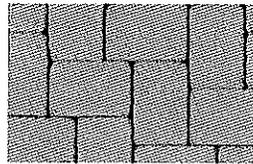
BROWN



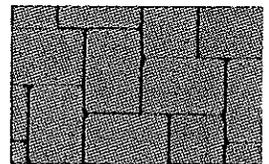
CHARCOAL



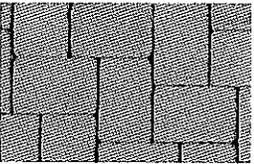
CREAM



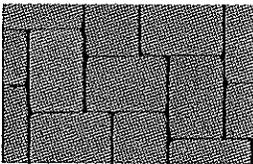
GRAY



MOCHA



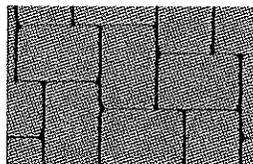
MOSS



RED

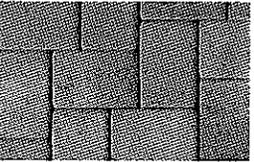


STONE

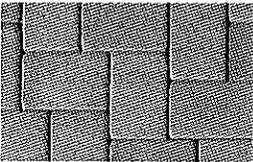


TERRACOTTA

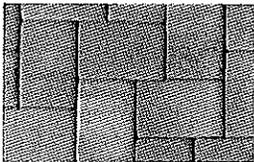
Blended Colors (swatches shown in Antique Cobble I)



CREAM - BROWN - CHARCOAL



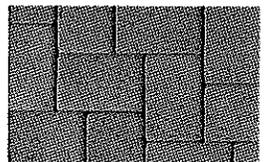
CREAM - TERRACOTTA - BROWN



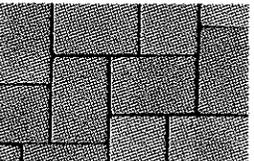
GRAY - CHARCOAL



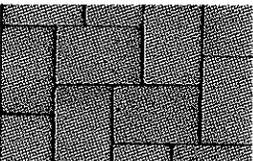
GRAY - MOSS - CHARCOAL



RED - BROWN - CHARCOAL

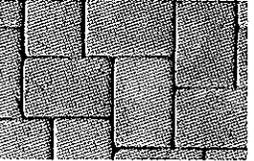


SAND - STONE - MOCHA

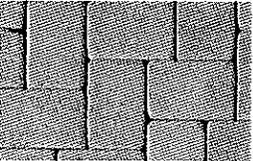


TUSCAN

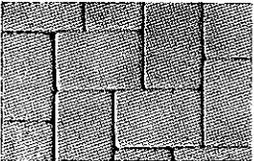
Blended Tumbled Colors (swatches shown in Antique Cobble I)



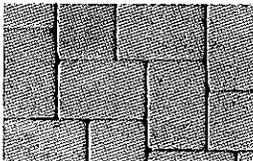
CREAM - BROWN - CHARCOAL



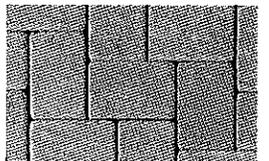
CREAM - TERRACOTTA - BROWN



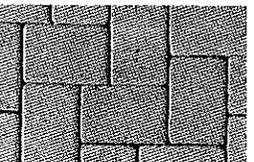
GRAY - CHARCOAL



GRAY - MOSS - CHARCOAL



RED - BROWN - CHARCOAL



SAND - STONE - MOCHA



TUSCAN

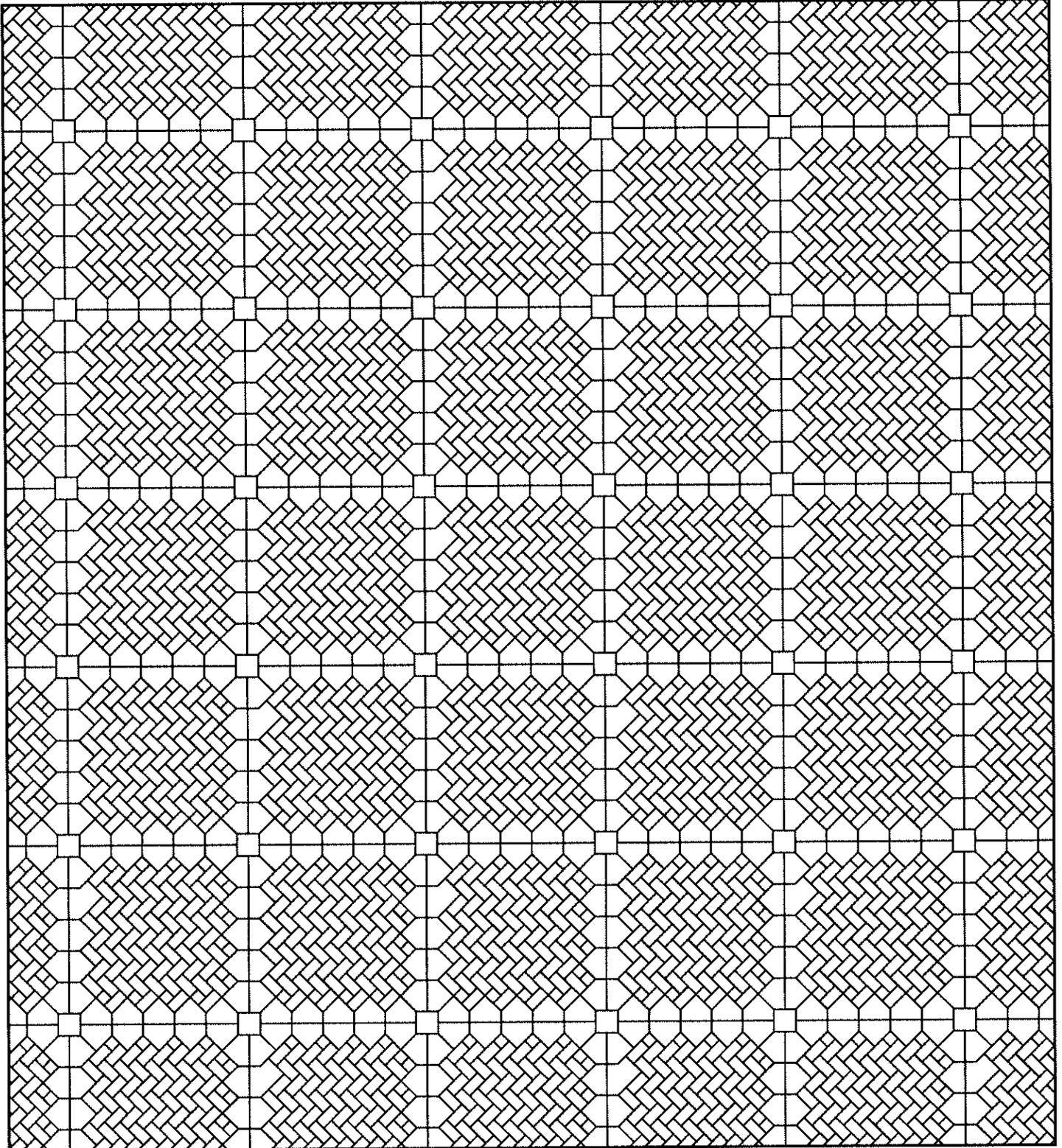


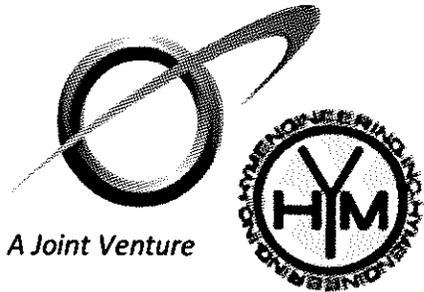
AVAILABLE WITH  
RECYCLED CONTENT

**Example Layout**

**Bishops Hat Border - Holland Field**

Bishops Hat, 8x8 Square, and Holland





**SUBMITTAL #14-2 | ANTIQUE COBBLE I & II  
PRODUCT LITERATURE and/or LAYOUT**

## Antique Cobble I & II

This popular, medium-sized paver is an all-purpose paving stone. Its soft, rounded chamfer "bread loaf" top surface is a respectful replica of old-world cobblestones. Both standard and tumbled textures are exceptional choices for entryways, driveways, patios and pools.

### Stocked Colors:

See page 2 for color swatches and list of stocked colors.

\*Available in standard and tumbled textures.

\*Antique Cobble II is available in blended colors only.



Shown: Gray-Charcoal Antique Cobble I and II (tumbled) installed in an "T" pattern. The circle is Gray-Charcoal Antique Cobble Circle (tumbled).



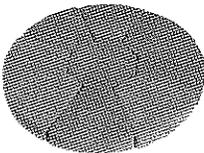
**Antique Cobble I**

5.51" x 8.26"



**Antique Cobble II**

5.51" x 5.51"



**Antique Cobble Circle**

Up to 11.25' diameter

### Antique Cobble I

Size (in inches)	60 mm
Sq Ft per Stone	5.51 x 8.26
Stones per Sq Ft	.31
Sq Ft per Pallet	3.22
Stones per Pallet	130
Weight per Stone	420
Weight per Pallet	8.71
	3658 lbs

### Antique Cobble II

Size (in inches)	60 mm
Sq Ft per Stone	5.51 x 5.51
Stones per Sq Ft	.21
Sq Ft per Pallet	4.76
Stones per Pallet	118
Weight per Stone	560
Weight per Pallet	6.22 lbs
	3483 lbs

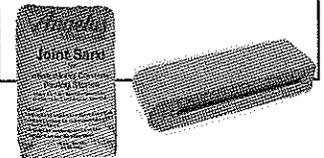
80 mm Antique Cobble I & II available as a special order

For custom color options contact your Angelus Sales Representative at:

**(951) 328-9115** or

**(805) 485-1137**

For more information on Related Pavers & Walls Products visit:  
[AngelusPavingstones.com](http://AngelusPavingstones.com)

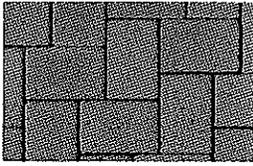


Joint Sand Bullnose Coping

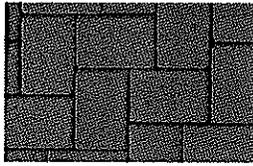
**NOTE: ALWAYS VIEW PRODUCT SAMPLES PRIOR TO INSTALLATION** The color and texture of Angelus products are not specific to any product or groups of products. Variation in color, shades of color, texture, and aggregate exposure is inherent in all concrete products and exact matches cannot be guaranteed. Not all products are stocked in all colors. Charts with more product related color availability are shown from product pages. Colors and textures represented in print and online are as close as possible to the actual product. Photographic techniques, printing techniques and viewing monitors – as well as actual viewing conditions – can alter perception of color.

**ANTIQUÉ COBBLE I & II**

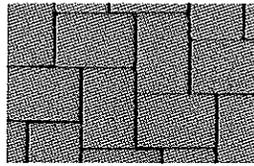
Solid Colors (swatches shown in Antique Cobble I)



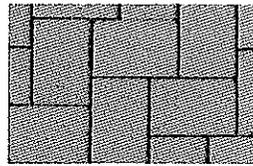
**BROWN**



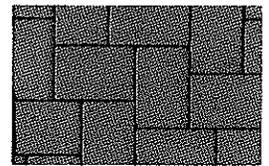
**CHARCOAL**



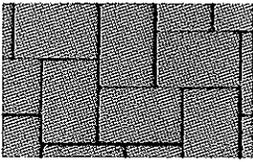
**CREAM**



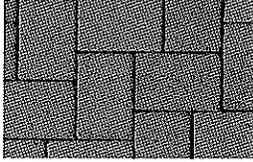
**GRAY**



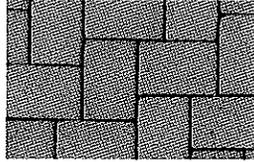
**MOCHA**



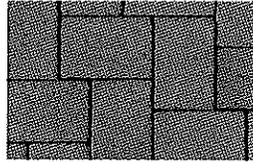
**MOSS**



**RED**

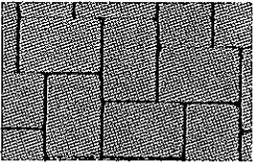


**STONE**

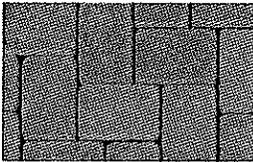


**TERRACOTTA**

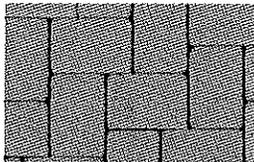
Solid Tumbled Colors (swatches shown in Antique Cobble I)



**BROWN**



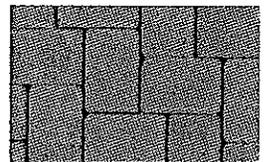
**CHARCOAL**



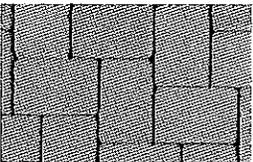
**CREAM**



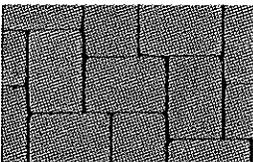
**GRAY**



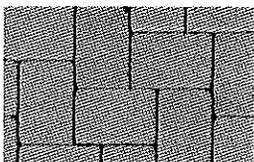
**MOCHA**



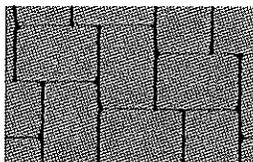
**MOSS**



**RED**

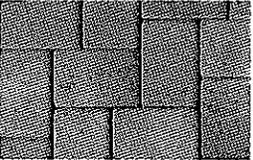


**STONE**

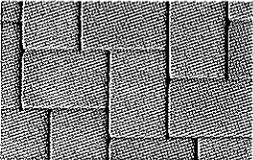


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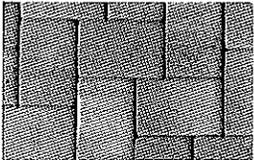
Blended Colors (swatches shown in Antique Cobble I)



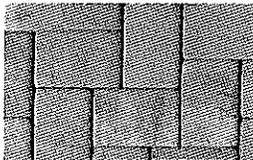
**CREAM - BROWN - CHARCOAL**



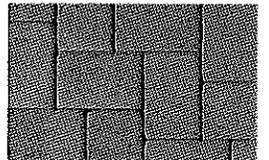
**CREAM - TERRACOTTA - BROWN**



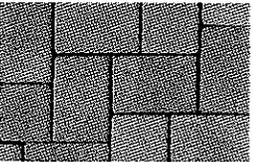
**GRAY - CHARCOAL**



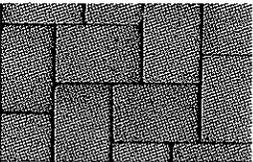
**GRAY - MOSS - CHARCOAL**



**RED - BROWN - CHARCOAL**

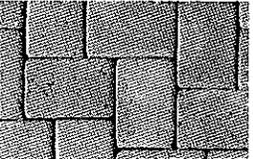


**SAND - STONE - MOCHA**

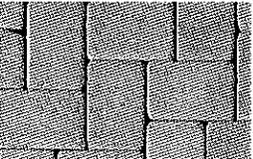


**TUSCAN**

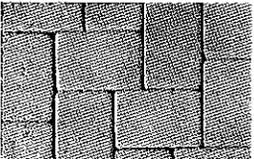
Blended Tumbled Colors (swatches shown in Antique Cobble I)



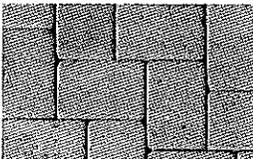
**CREAM - BROWN - CHARCOAL**



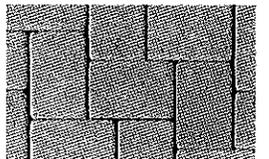
**CREAM - TERRACOTTA - BROWN**



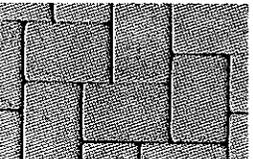
**GRAY - CHARCOAL**



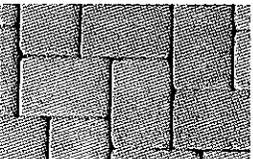
**GRAY - MOSS - CHARCOAL**



**RED - BROWN - CHARCOAL**



**SAND - STONE - MOCHA**



**TUSCAN**

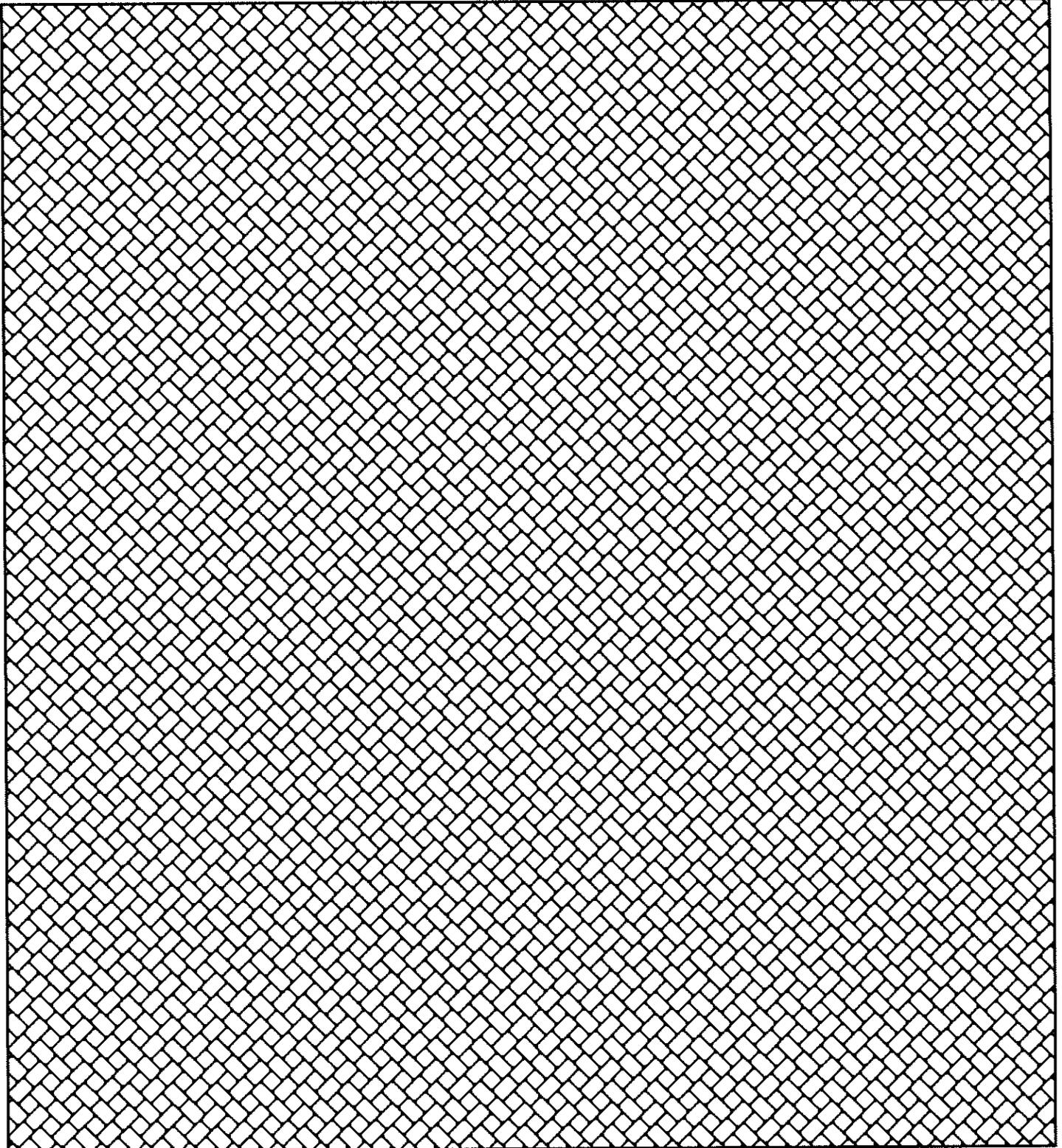


**AVAILABLE WITH  
RECYCLED CONTENT**

**Example Layout**

**Antique Cobble I-Pattern 45°**

75% Stone I, 25% Stone II





## CONTRACT CHANGE ORDER AUTHORIZATION

<b>PROJECT:</b> PACIFIC BOULEVARD IMPROVEMENT PROJECT	<b>CONTRACT NO.:</b> F3609	
	<b>REF CCO REQUEST NO.:</b>	N/A
<b>CONTRACTOR:</b> Interlog HYM Engineering	<b>APPROVED CCO NO.:</b>	09

### AUTHORIZATION TO PROCEED WITH THE FOLLOWING CHANGE ORDER:

Description	Quantity	Unit	Unit Price	Total
<b>Bid Item #3, Change the Scope of Work   90 ea, Frunish &amp; Install New Candle Stick Lighting → 74 ea, Furnish &amp; Install New Candle Stick Lighting</b>	1	LS	-\$165,000.00	\$ (165,000.00)

Base Contract Amount	\$3,730,511.29
Previously Authorized Contract Change Orders:	
Authorized Amount For This Contract Change Order	-\$165,000.00
<b>Total Authorized Contract Amount To Date (Sum of The Above):</b>	<b>\$3,565,511.29</b>
Total Contract Days (Working) Per Contract :	65
Additional/Deductive Days (Working) Per Previously Authorized Contract Change Orders:	0
Additional/Deductive Days (Working) For This Contract Change Order	0
Total Authorized Contract Days (Working) To Date (FOR CHANGE ORDERS):	0
Original Completion Date:	10/18/2016
Revised Completion Date Including This Contract Change Order	10/18/2016

### APPROVAL BY CITY

Recommended by:		Approved by:	
Name:		Name:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

### ACCEPTANCE BY CONTRACTOR

I agree to perform the work described in this change order, and that the total cost approved for the change order includes any and all costs associated with this change order, and that I shall not make any other claims (including but not limited to, additional change order costs, delay costs, loss of profit, loss of productivity, overhead, insurance, bonding, administrative, etc.) against the City for this change order.	Name:	
	Signature:	
	Title:	
	Date:	

COST PROPOSAL FOR

PACIFIC BOULEVARD IMPROVEMENT PROJECT

PROJECT NO. E3509

Date : 09/19/16

Change Request No. : 009

Facility : CITY OF HUNTINGTON PARK

Contract Date : 05/03/16

Scope of Change : Bid Item #3, Change the Scope of Work | 90 ea, Furnish & Install New Candle Stick Lighting -- > 74ea, Furnish & Install New Candle Stick Lightings

Instructions:

- 1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached "Cost Proposal Summary," and (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary."
2. Attach the form titled "Supporting Documentation for the Cost Proposal Summary" for Contractor and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by Contractor or Subcontractor actually performing the Work activity identified on the form. Attach supporting data to each such form to substantiate the individually listed costs. The costs provided on these forms shall be used to substantiate Additional Costs shown on the Cost Proposal Summary.
3. The Contractor Fee shall be computed on the Cost of Extra Work of Contractor and each Subcontractor involved in the Extra Work; and shall constitute full compensation for all costs and expenses related to the subject change and not listed in the "Supporting Documentation for the Cost Proposal Summary," including overhead and profit.
4. Refer to Subparagraph 7.3.4 of the General Conditions for the method of computing the Contractor Fee.

Adjustment of the Contract Time (include justification based upon the Contract Schedule) : [ ] (Days)

Refer to Article 8 of the General Conditions.

Adjustment of the Contract Sum (Total Additional Cost from Cost Proposal Summary) : \$ (165,000.00) (One Hundred Sixty Five Thousand Dollars and Zero Cents) (Refer to Article 7 of the General Conditions)

Submitted : Interlog HYM Engineering (Contractor)

Received : (The City of Huntington Park's Representative)

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

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

Title: Kyoung Choung, PM

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

Date : 09/19/16

Date : \_\_\_\_\_

## COST PROPOSAL SUMMARY

Project Name: **PACIFIC BOULEVARD IMPROVEMENT PROJECT** Change Request No. :

009

Project No.: **F3609**

Contractor : **Interlog HYM Engineering**

The City of Huntington Park					
		Contractor	1st Tier Sub	2nd Tier Sub	Total
<b>ACTUAL COST</b>	1. Straight time wage - Labor	\$ -	\$ -	\$ -	\$ -
	2. Fringe benefits & payroll taxes - Labor	\$ -	\$ -	\$ -	\$ -
	3. Overtime wages - Labor				\$ -
	4. Fringe benefits & payroll taxes - Overtime	\$ -			\$ -
	5. Materials	\$ -	\$ -	\$ -	\$ -
	6. Sales Taxes ( 9% on line 5)	\$ -	\$ -	\$ -	\$ -
	7. Rental Charge			\$ -	\$ -
	8. Royalties				\$ -
	9. Permits				\$ -
	10. Actual cost (Sum of lines 1 ~ 9)	\$ -	\$ -	\$ -	\$ -
<b>Allowance</b>	11. Insurance & Bonds (2% of line 10)	\$ -	\$ -	\$ -	\$ -
<b>Contractor Fee</b>	12. Sub_Sub (15% of line 10 ; col.3)			\$ -	\$ -
	13. Subcontractor (5% of line 10 ; col.3)		\$ -		\$ -
	14. Subcontractor (15% of line 10 ; col.2)		\$ -		\$ -
	15. Contractor (5% of line 10 ; col.2)	\$ -			\$ -
	16. Contractor (10% of line 10 ; col.1)	\$ -			\$ -
	17. Contractor Fee (Sum of lines 12 ~ 16)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	18. Additional Cost (Sum of lines 10,11, & 17, Col.4)				\$ -

**NOTES :**

- (1) Additional Costs are from line 10 of the attached forms titled, "Supporting Documentation For the Cost Proposal Summary" for Contractor and each Subcontractor involved in Extra Work.
- (2) Round down all Additional Costs of 50¢ or less the nearest dollar. Round up all Additional Costs of 51¢ or more th the nearest dollar.

**SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY**

**PACIFIC BOULEVARD IMPROVEMENT PROJECT**

PROJECT NO. **F3609**

Contractor Name : **Interlog HYM Engineering**

Change Request No. : **009**

Work Activity : **Bid Item #3, Change the Scope of Work | 90 ea, Furnish & Install New Candle Stick Lighting --> 74ea, Furnish & Install New Candle Stick Lightings**

**The City of Huntington Park**

Cost Item	Description	Cost
<b>ACTUAL COST</b>	1. Straight time wage - Labor	\$ -
	2. Payroll taxes - Labor :	\$ -
	3. Overtime wages - Labor	\$ -
	4. Payroll taxes - Overtime	\$ -
	5. Materials	\$ -
	6. Sales Taxes (9.0% of on line 5)	\$ -
	7. Rental Charge (Attached quote sheet from supplier)	\$ -
	8. Royalties	\$ -
	9. Permits	\$ -
	10. Actual cost (Sum of lines 1 ~ 9)	\$ -
<b>TOTAL</b>		\$ -

**Interlog HYM Engineering**

(Contractor's Company Name)

(Signature)

**Kyoung Choung, PM**

(Title)

**09/19/16**

(Date)

**Notes:**

- (1) Round-off all Costs to the nearest dollar
- (2) This form shall be prepared and signed by Contractor or Subcontractor actually performing the work activity indicated above.
- (3) If this form signed by a subcontractor, it shall be reviewed and signed by Contractor, certifying the accuracy of the information.



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

*(Bidders shall use this bid schedule as part of their bid, and disregard previously provided bid schedules.)*

BASE BID SCHEDULE			
Item	Description	Qty	Unit Price / Total Price
1	TRASH RECEPTACLES (BIGBELLY HIGH CAPACITY) INCLUDING FLAT FOUNDATION PAD (26" X 54", 5" THICK). FURNISHED AND INSTALLED BY OTHERS. CONTRACTOR SHALL COORDINATE WITH OTHERS WHO WILL INSTALL THE BIGBELLIES.	0 EA	
2	LED STREET LIGHT REMODEL (UPGRADE TO LED) (QUANTITY IS NUMBER OF POLES, EACH POLE HAS 2 FIXTURES).	90 EA	<del>\$ 4,500.00</del> 9,500.00 \$ <u>405,000.00</u> J.K.
3	FURNISH AND INSTALL CANDLE STICK LIGHTS.	90 EA	<del>\$ 8,000.00</del> 8,000.00 \$ <u>720,000.00</u> J.K.
4	FURNISH AND INSTALL LED POLES WITH FIXTURES	1 EA	<del>\$ 1,900.69</del> 1,900.69 \$ <u>1,900.69</u> J.K.
5	FURNISH AND PLANT LANDSCAPE AREAS (INCLUDING DRIP IRRIGATION AND PLANTING PER PLANS). THIS BID ITEM SHALL INCLUDE FURNISH AND INSTALLATION OF SALVIA LEUCOPHYLLA, LANTANA MONTEVIDENSIS, NANDINA DOMESTICA 'HARBOUR DWARF', AGAVE ATTENUATA AND CALLISTEMON 'LITTLE JOHN'.	4,304 SF	\$ <u>60.96</u> \$ <u>262,371.84</u>
6	FURNISH AND INSTALL IRRIGATION WATERLINES (2" DIA. PVC 80) INCLUDING ALL TRENCHING OPERATIONS, DEMOLITION, HAULING, SAWCUTTING, BEDDING AND PVC FITTINGS.	10,100 LF	\$ <u>6.11</u> \$ <u>61,711.00</u>
7	FURNISH AND INSTALL IRRIGATION CONTROL BOX PER PLANS.	4 EA	\$ <u>4,540.71</u> \$ <u>18,163.08</u>
8	FURNISH AND INSTALL IRRIGATION WATER METERS INCLUDING ALL TRENCHING, FITTINGS, UTILITY BOXES AND COORDINATION WITH WATER COMPANY.	4 EA	\$ <u>5,230.71</u> \$ <u>20,923.08</u>
9	FURNISH AND INSTALL IRRIGATION BACKFLOW DEVICES (BFD) IN CAGE PER SPECIFICATIONS, INCLUDING ALL FITTINGS AND HEALTH DEPARTMENT TESTING OF BFD.	4 EA	\$ <u>2,500.71</u> \$ <u>10,003.08</u>
10	FURNISH AND PLANT TREES (24" BOX) INCLUDING WATERPROOF AND SUBMERSIBLE ELECTRICAL OUTLET, CONDUIT AND WIRE. TREE SPECIES TO BE DETERMINED BY THE CITY.	187 EA	\$ <u>391.05</u> \$ <u>73,126.08</u>
11	FURNISH AND INSTALL TREE WELLS.	187 EA	<del>\$ 162.05</del> 162.05 \$ <u>30,303.35</u> J.K.



**ATTACHMENT #3**  
**ORIGINAL BASE BID ITEM**

The unit price for this bid item shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required for construction and in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

**BID ITEM NO. 3: FURNISH AND INSTALL CANDLE STICK LIGHTS.**

Work under this item shall include the furnishing of all labor, equipment, materials, and appurtenant costs associated with furnishing installing new Candle Stick lights per plans per specifications. The model and material shall be as specified hereon or APPROVED EQUAL by the City.

**CONTRACTOR SHALL SUBMIT CANDLE STICK LIGHT DESIGN AND MANUFACTURER TO THE CITY FOR REVIEW AND APPROVAL. CANDLE STICK LIGHTING SYSTEM MUST BE 10 FEET HIGH AND PROVIDE A MINIMUM OF 2.0 FOOT-CANDLE ILLUMINATION ON THE SIDEWALK. LIGHTING CALCULATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL.**

**New 10' LED Acorn Assemblies:**

CB1505-V-5F10-LF0335-T0XXLD4NT540K-STD COLOR T.B.D.

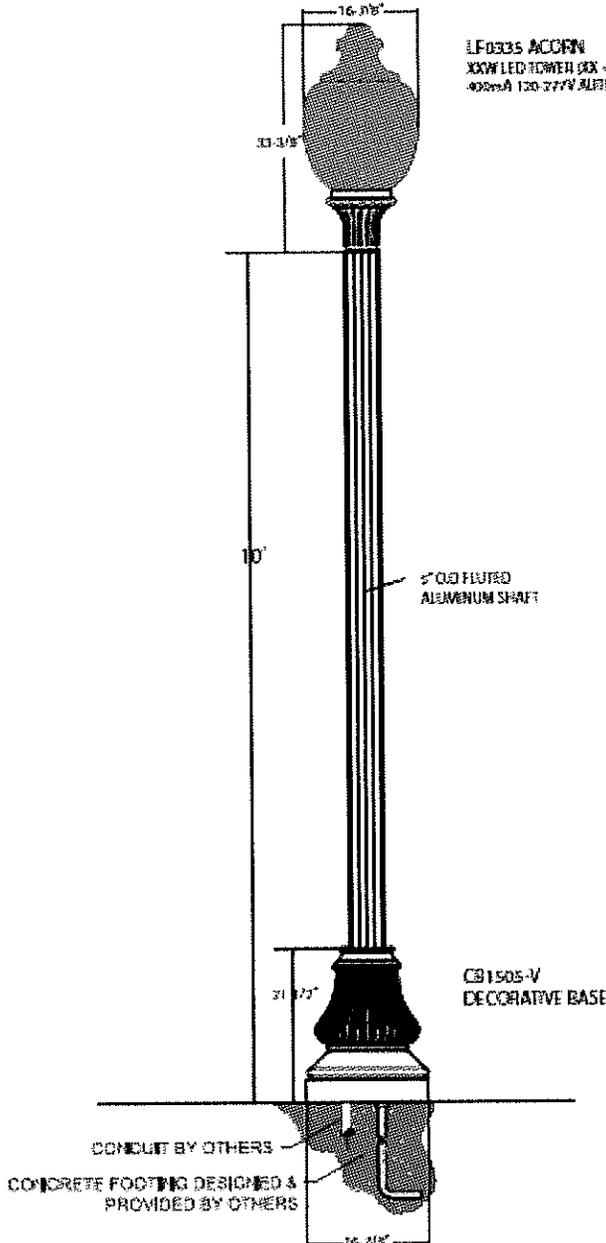
XX = Wattage to be determined

The unit price for this bid item shall include full compensation for furnishing all materials, labor, tools, equipment, foundation, conduit and wire, trenching in sidewalk and sidewalk repair, testing of the lighting, transportation, painting of light poles to match other furniture in color; and incidentals required for construction and in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

**BID ITEM NO. 4: FURNISH AND INSTALL LED BUS SHELTER LIGHTING.**

Work under this item shall include the furnishing of all labor, equipment, materials, and appurtenant costs associated with furnishing installing bus shelter lighting per plans per specifications. The model and material shall be as specified hereon or APPROVED EQUAL by the City.

PRELIMINARY DRAWING  
 NOT TO SCALE



PROJECT: PACIFIC BOULEVARD - HUNTINGTON PARK  
 ITEM: 1010 ACCORN REPAIRS

<p><b>ANPLighting</b>                  INNOVATIVE SITE LIGHTING</p>		ANPLighting, Inc. 10000 E. Main Street Huntington Park, CA 91700 (951) 281-1111 www.anplighting.com
		COMPANY: ANPLighting, Inc. PROJECT: PACIFIC BOULEVARD - HUNTINGTON PARK DRAWING NO.: 1010 ACCORN REPAIRS DATE: 03/25/16 SCALE: 1/4" = 1'-0" SHEET: 1500 OF: 1

# SUBMITTAL | #012

**FROM:**

**Interlog HYM Engineering**  
 1295 North Knollwood Circle  
 Anaheim, Ca 92801

**DATE:** 6/30/2016

**JOB NO.:** \_\_\_\_\_  
**CONTRACT NO.:** F3609  
**SUBMITTAL NO.:** \_\_\_\_\_  
**DESCRIPTION:** \_\_\_\_\_

**TO:**

**AIM Consulting Service**  
 11401 East Valley Boulevard  
 El Monte, Ca 91731

**TITLE:** New Candle Stick Lights Poles (10' High) on Sidewalk for 90 Kit

**WE ARE SENDING YOU:**

- |  |                                       |                                |   |
|--|---------------------------------------|--------------------------------|---|
| <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Mailed       | <input type="checkbox"/> Faxed | <input type="checkbox"/> Hand Delivered |
| <input type="checkbox"/> Shop Drawings       | <input type="checkbox"/> Prints       | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples        |
| <input type="checkbox"/> Copy of Letter      | <input type="checkbox"/> Change Order | <input type="checkbox"/> Other | <input type="checkbox"/> Specifications |

COPIES	DATE	NO.	DESCRIPTION
1	06/30/16	1	<b>Bid Item #3: New Candle Stick Lights Poles, 10' High (Total: 90 Kit)</b>

**These are SUBMITTED as checked below:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> For Approval & Execution | <input type="checkbox"/> Approved as Submitted        |
| <input type="checkbox"/> For Your Use                        | <input type="checkbox"/> Approved as Noted            |
| <input type="checkbox"/> As Requested                        | <input type="checkbox"/> Returned for Corrections     |
| <input checked="" type="checkbox"/> For Review & Comment     | <input type="checkbox"/> Resubmit Copies for Approval |
| <input type="checkbox"/> Submit Copies for Distribution      | <input type="checkbox"/> Return Corrected Prints      |
| <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US    |   |
| <input type="checkbox"/> Other                               |   |

**DISPOSITION**

REJECTED

NO EXCEPTIONS TAKEN

REVISE & RESUBMIT

FOR YOUR INFORMATION

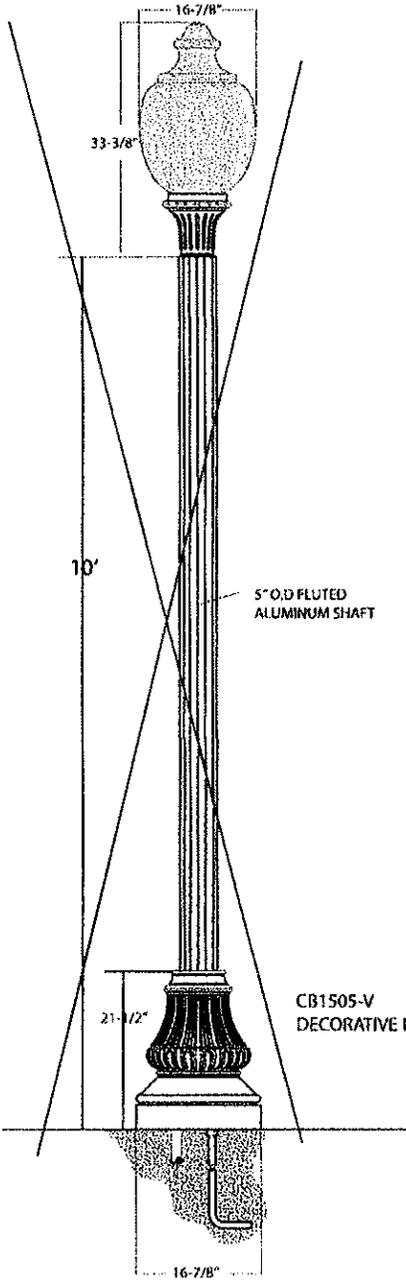
RECEIVED BY: \_\_\_\_\_ SIGNED: \_\_\_\_\_

If enclosures are not as noted, kindly notify us at once.

PRELIMINARY DRAWING  
NOT TO SCALE

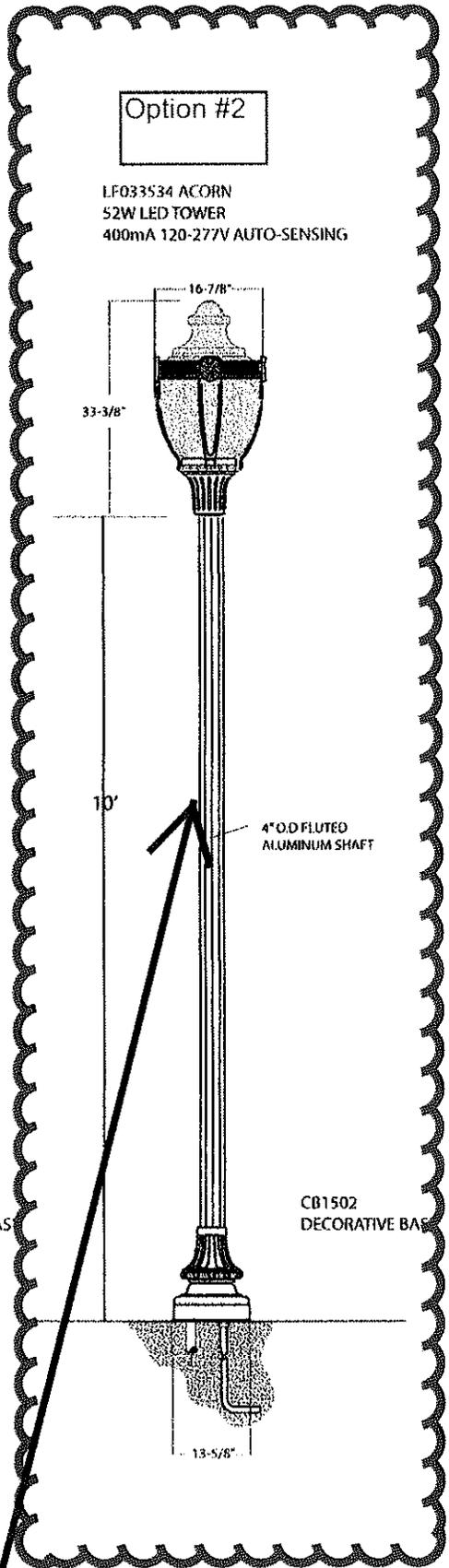
Option #1  
Base Bid

LF0335 ACORN  
52W LED TOWER  
400mA 120-277V AUTO-SENSING



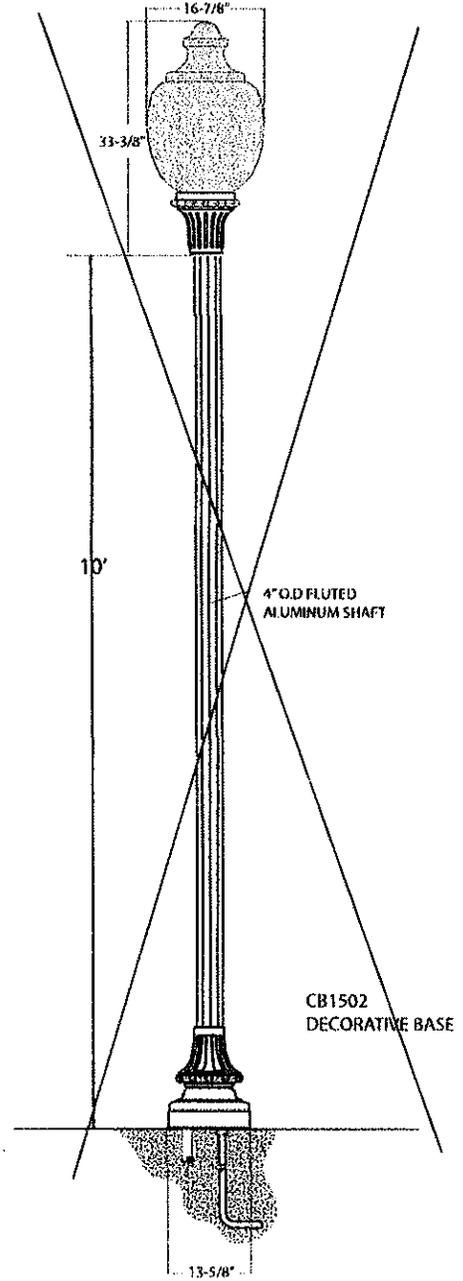
Option #2

LF033534 ACORN  
52W LED TOWER  
400mA 120-277V AUTO-SENSING



Option #3

LF0335 ACORN  
52W LED TOWER  
400mA 120-277V AUTO-SENSING



**CHANGED**

PROJECT: PACIFIC BOULEVARD - HUNTINGTON PARK  
NEW 10' LED ACORN ASSEMBLIES

		9044 Del Mar Ave. Montclair, Ca. 91763 (909) 982-1807 (909) 988-4310 / fax	
		DWG NUMBER: CB15024F 10-CB1505V5F 10-LF0335T052LD4NFS40K-XX	
FINISH: STANDARD COLOR T&D	DRAWING BY: R. MENDOZA		SHEET: 1 OF 1
DATE: 06/20/16	SCALE: N.T.S.	QTY: TBD	1 OF 1

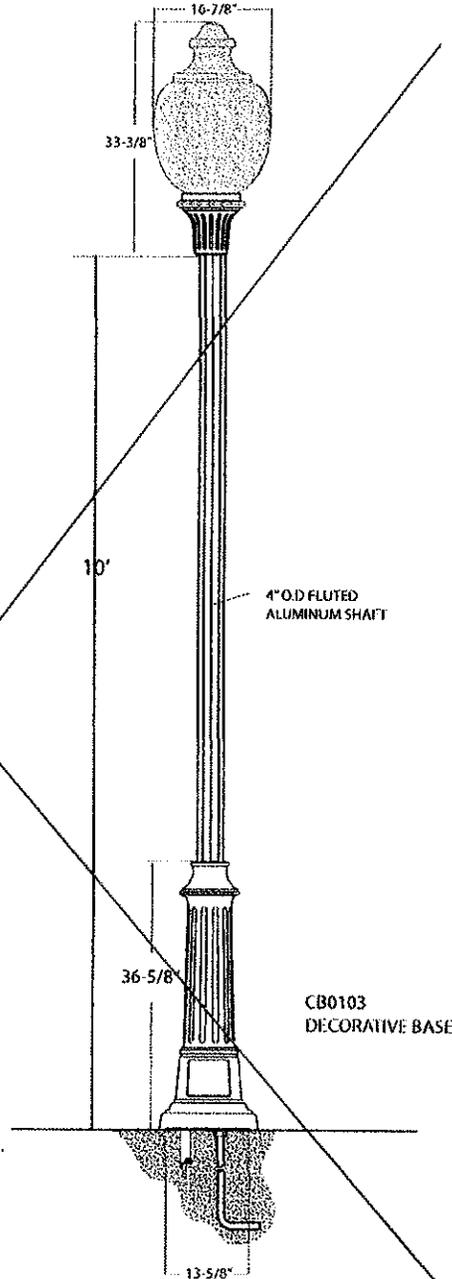
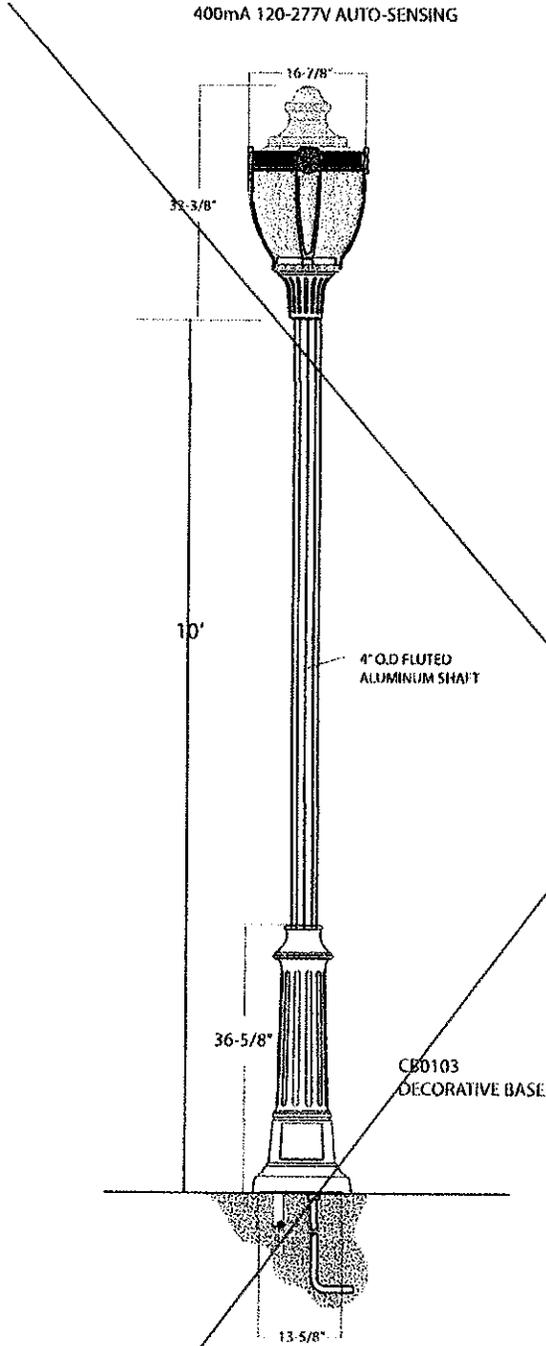
PRELIMINARY DRAWING  
NOT TO SCALE

Option #4

Option #5

LF033534 ACORN  
52W LED TOWER  
400mA 120-277V AUTO-SENSING

LF0335 ACORN  
52W LED TOWER  
400mA 120-277V AUTO-SENSING



PROJECT: PACIFIC BOULEVARD - HUNTINGTON PARK  
NEW 10' LED ACORN ASSEMBLIES

 <p><b>ANP Lighting</b> INNOVATIVE SITE LIGHTING</p>		9044 Del Mar Ave. Monterey, Ca. 91763 (909) 982-1807 (909) 985-4310 / fax	
		DWG NUMBER: CB01034F10-LF03351052LD4NT540K-XX	
FINISH:	STANDARD COLOR / B.D.	DRAWING BY: R. MENDOZA	
DATE: 06/20/16	SCALE: N.T.S.	QTY: TBD	SHEET: 1 OF 1

**Pacific Blvd. Improvements Project, Huntington Park**  
**Contract Change Order**

<b>Date</b>	10/14/16	<b>Change Order No.</b>	<b>2</b>	<b>Account/Contract No.</b>	<b>F3609</b>
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Contractor **Interlog HYM Engineering** Account Code -  
 Contract Date **05/03/16** Account Code -  
 Plan Reference **Pacific Boulevard Improvement Project from Florence to Slauson**

**Change Order Amount** \$ **4,940.04** Extension of Contract, if warranted **2** working days

**Reason for Change**  
 CONTRACTOR TO DEMOLISH & REMOVE UNFORESEEN CONCRETE & TO RELOCATE UNFORESEEN ELECTRICAL RIGID CONDUITS IN THE WAY OF NEW CONSTRUCTION.

**Description of Change**  
 TO DEMOLISH AND REMOVE UNFORESEEN EXISTING CONCRETE PER RFI-62 AND TO RELOCATE APPROXIMATELY 30 LF OF EXISTING ELECTRICAL RIGID CONDUITS IN THE WAY OF CONSTRUCTION PER RFI-63.  
 REFERENCE CONTRACTOR'S CHANGE ORDER REQUEST NO. #1, \$3,384.30, & NO. #2, \$1,555.74. (#1+#2=\$4,940.04)

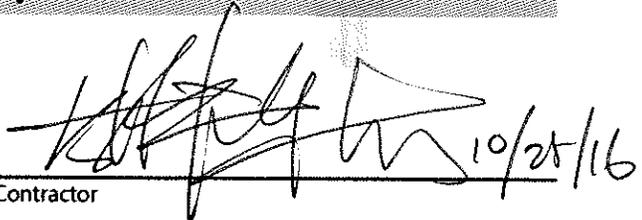
<b>Original Contract Amount</b>	\$ 3,730,511.29
<b>Total of previous authorized Change Orders</b>	\$ (1,247,392.76)
<b>New Change Order Amount</b>	\$ 4,940.04
<b>New Contract Amount</b>	\$ 2,488,058.57

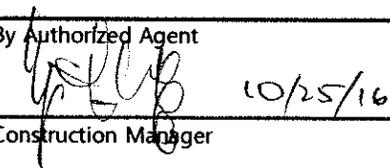
**The Changes described above are hereby authorized.**

Approved: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Project Engineer

\_\_\_\_\_  
 Director of Public Works/City Engineer

  
 \_\_\_\_\_  
 Contractor

By Authorized Agent  
  
 \_\_\_\_\_  
 Construction Manager

Original - Project File  
 CC: - Contractor  
 - Department

# PACIFIC BOULEVARD IMPROVEMENTS PROJECT

(CCO'S LOG)

CO#	Rev.	Description	Reference	Requested	Approved	by	Result	Remark
1		Unforeseen Existing Concrete Slab @ Florence Avenue	RFI #62	9/15/16	OK (10/27/16)			
2		Relocate Unforeseen Existing Electrical Rigid Conduit for Street Light @ Saturn Avenue with 6"-8" (H) Conc Curb at Back of Sidewalk(30 LF) at T-Mobill Building	RFI #63	9/15/16	OK (10/27/16)			
3		Chipping Out of the Concrete Footing of Existing Street Lighting Pole @ Saturn Avenue		9/17/16				
4		Existing Rainwater Drain Culvert @ Bus Stop Area	RFI #76	9/13/16				
5		Utilities Pull Boxes (N09B & N09R) on Pacific Boulevard   Per Unit Cost	RFI #42.1 & #79	9/15/16	OK (10/3/16)			
6		Natural Gray Concrete Placement at the Additional Concrete Removal Area   Per SF		9/13/16	TBM -> Deleted(10/3/16)			T & M
7		Change the Scope of Work   Stamp Color PCC 4" Conc to Paver Stone   1) Bishop Hat Border Pattern & 2) Antique Cobble 1 ft x 2.45 degree		9/15/16			\$ 645,502.20	It is already in Miller's Tabulation.
8		Bid Item #2, Change the Scope of Work   90 ea. LED Street Removal --> 77 ea. Remove Existing Twin Heads & Install Single Master Cobra Arm LED Head		9/19/16			\$ (70,050.00)	It is already in Miller's Tabulation.
9		Bid Item #3, Change the Scope of Work   90 ea. Furnish & Install New Candle Stick Lighting --> 74 ea. Furnish & Install New Candle Stick Lighting		9/19/16			\$ (165,000.00)	It is already in Miller's Tabulation.
10		The Modification of Elevation, Re-Form & Re-Saw Cut @ All Bull Out Area   Conflict Information & Reverse Fall Drain		9/19/16				
11		The Replacement of Broken Drain Lateral Pipe   Per Installation		9/14/16				
12		Remove Existing Message Electronic Board Sign & Deliver to City Yard	Electrical	9/22/16				Elec. CCO#11
13		Replace the Existing Damaged Rigid Electrical Conduit with Crossing Work @ Gage Avenue	Electrical	9/22/16				Elec. CCO#6
14		Two (2) - Seth Thomas (ASTM Dials) Clocks (20 FT High) on Pacific Boulevard	Electrical	9/23/16				Elec. CCO#16, Included Clock's Cost
15		Removed Existing Ped Light (Per Unit) at Each Bus Station	Electrical	9/30/16				
16		Changed the Materials of Irrigation Line to Purple Pipe (Reclaimed Water) from White Pipe (Domestic Water)		9/27/16				
17		Install New Candle Stick Light (Related with CCO#15, Per Unit Price) at Each Bus Station	Electrical	9/30/16				
18		Replaced the Broken Electrical Pipe @ 7024 Pacific Boulevard   Requested by "Sal"	Electrical	10/4/16				
19		Replaced the Broken Electrical Pipe @ 7102 Pacific Boulevard   Requested by "Sal"	Electrical	10/4/16				
20		All Splices w/ NICOSS @ Clearendon Avenue (SE)   Requested by "Sal"	Electrical	10/4/16				
21		Install Electrical Pipe 100" GRC	Electrical	10/4/16				
22		Remove & Reinstall Cabinet   Cabinet Will Be Provided by City of H.P.	Electrical	10/4/16				
23		Replace the Cabinet @ Saturn Avenue	Electrical	10/4/16				
24		New Location of Candle Stick Light Pole @ 6904 Pacific Boulevard (Saturn SE)	Electrical	10/4/16				
25		New Location of Candle Stick Light Pole @ 6604 Pacific Boulevard (Zoe SE)	Electrical	10/4/16				
26		New Location of Candle Stick Light Pole @ 6532 Pacific Boulevard (Zoe NE)	Electrical	10/4/16				

**Pacific Blvd. Improvements, Huntington Park**  
**Contract Change Order**

Date OCT 7, 2016 Change Order No. 2 Account/Contract No. F3609

Contractor INTERLOG HYAM ENGINEERING Account Code —

Contract Date 05/03/16 Account Code —

Plan Reference PACIFIC BOULEVARD IMPROVEMENTS FROM FLORENCE TO SLAUSON AVENUE

Change Order Amount — Extension of Contract, if warranted — working days

Reason for Change EXISTING CONCRETE CONTRACTOR TO DEMOLISH AND REMOVE UNDESIRABLE CONCRETE AND TO RELOCATE UNDESIRABLE ELECTRICAL CONDUITS IN THE WAY OF NEW CONSTRUCTION.

Description of Change TO DEMOLISH AND REMOVE UNDESIRABLE EXISTING CONCRETE PER REF-62 AND TO RELOCATE APPROXIMATELY 30 LF OF EXISTING ELECTRICAL CONDUIT IN THE WAY OF CONSTRUCTION PER REF-63. REFERENCE CONTRACTOR'S CHANGE ORDER REQUEST NO. 1 AND NO. 2.

Original Contract Amount	<u>\$3,730,511.29</u>	
Total of previous authorized Change Orders	<u>— \$735,349.18</u>	
New Change Order Amount	<u>\$4,940.04</u>	<u>3,384.30 (#1)</u>
	<del><u>\$2,995,162.11</u></del>	<u>1,555.74 (#2)</u>
New Contract Amount	<u>\$3,000,102.15</u>	<u>4,940.04</u>

The Changes described above are hereby authorized.

Approved: \_\_\_\_\_, 20\_\_\_\_.

Project Engineer

Contractor

Director of Public Works/City Engineer

By Authorized Agent

Construction Manager

Original - Project File  
CC: - Contractor  
- Department





## CONTRACT CHANGE ORDER AUTHORIZATION

<b>PROJECT:</b> PACIFIC BOULEVARD IMPROVEMENT PROJECT	<b>CONTRACT NO.:</b> F3609	
	<b>REF CCO REQUEST NO.:</b>	RFI #62
<b>CONTRACTOR:</b> Interlog HYM Engineering	<b>APPROVED CCO NO.:</b>	<b>01</b>

### AUTHORIZATION TO PROCEED WITH THE FOLLOWING CHANGE ORDER:

Description	Quantity	Unit	Unit Price	Total
Unforeseen Existing Concrete Slab @ Florence Avenue	1.00	T & M	\$3,384.30	\$ 3,384.30

Base Contract Amount	\$3,730,511.29
Previously Authorized Contract Change Orders:	\$0.00
Authorized Amount For This Contract Change Order	\$3,384.30
<b>Total Authorized Contract Amount To Date (Sum of The Above):</b>	<b>\$3,733,895.59</b>
Total Contract Days (Working) Per Contract :	65
Additional/Deductive Days (Working) Per Previously Authorized Contract Change Orders:	0
Additional/Deductive Days (Working) For This Contract Change Order	1
<b>Total Authorized Contract Days (Working) To Date (FOR CHANGE ORDERS):</b>	<b>1</b>
Original Completion Date:	10/18/2016
Revised Completion Date Including This Contract Change Order	10/19/2016

### APPROVAL BY CITY

Recommended by:		Approved by:	
Name:		Name:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

### ACCEPTANCE BY CONTRACTOR

I agree to perform the work described in this change order, and that the total cost approved for the change order includes any and all costs associated with this change order, and that I shall not make any other claims (including but not limited to, additional change order costs, delay costs, loss of profit, loss of productivity, overhead, insurance, bonding, administrative, etc.) against the City for this change order.	Name: _____ Signature: _____ Title: _____ Date: _____
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COST PROPOSAL FOR

**PACIFIC BULEVARD IMPROVEMENT PROJECT**

PROJECT NO. **E3609**

Date : **09/15/16**

Change Request No. : **001**

Facility : **CITY OF HUNTINGTON PARK**

Contract Date : **05/03/16**

Scope of Change : **Unforeseen Existing Concrete Slab @ Florence Avenue**

**Instructions:**

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached "Cost Proposal Summary," and (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary."
2. Attach the form titled "Supporting Documentation for the Cost Proposal Summary" for Contractor and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by Contractor or Subcontractor actually performing the Work activity identified on the form. Attach supporting data to each such form to substantiate the individually listed costs. The costs provided on these forms shall be used to substantiate Additional Costs shown on the Cost Proposal Summary.
3. The Contractor Fee shall be computed on the Cost of Extra Work of Contractor and each Subcontractor involved in the Extra Work; and shall constitute full compensation for all costs and expenses related to the subject change and not listed in the "Supporting Documentation for the Cost Proposal Summary," including overhead and profit.
4. Refer to Subparagraph 7.3.4 of the General Conditions for the method of computing the Contractor Fee.

Adjustment of the Contract Time (Include justification based upon the Contract Schedule) : \_\_\_\_\_ **1**  
(Days)

Refer to Article 8 of the General Conditions.

Adjustment of the Contract Sum (Total Additional Cost from Cost Proposal Summary) :  
**\$ 3,384.30** (Three Thousand Three Hundred Eighty Four Dollars and Thirty Cents)  
\_\_\_\_\_  
(Refer to Article 7 of the General Conditions)

Submitted :

Received :

**Interlog HYM Engineering**  
\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(The City of Huntington Park's Representative)

By : *Kyoung Choung*

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

Title: Kyoung Choung, PM

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

Date : 09/15/16

Date : \_\_\_\_\_

### COST PROPOSAL SUMMARY

Project Name: **PACIFIC BULEVARD IMPROVEMENT PROJECT** Change Request No. : **001**  
 Project No.: **F3609** Contractor : **Interlog HYM Engineering**

The City of Huntington Park					
		Contractor	1st Tier Sub	2nd Tier Sub	Total
<b>ACTUAL COST</b>	1. Straight time wage - Labor	\$ 437.48	\$ -	\$ -	\$ 437.48
	2. Payroll taxes - Labor	\$ 79.00	\$ -	\$ -	\$ 79.00
	3. Overtime wages - Labor				\$ -
	4. Payroll taxes - Overtime	\$ -			\$ -
	5. Materials	\$ 2,296.82	\$ -	\$ -	\$ 2,296.82
	6. Sales Taxes ( 9% on line 5)	\$ 207.00	\$ -	\$ -	\$ 207.00
	7. Rental Charge			\$ -	\$ -
	8. Royalties				\$ -
	9. Permits				\$ -
	10. Actual cost (Sum of lines 1 ~ 9)	\$ 3,020.30	\$ -	\$ -	\$ 3,020.30
<b>Allowance</b>	11. Insurance & Bonds (2% of line 10)	\$ 61.00	\$ -	\$ -	\$ 61.00
<b>Contractor Fee</b>	12. Sub_Sub (15% of line 10 ; col.3)			\$ -	\$ -
	13. Subcontractor (5% of line 10 ; col.3)		\$ -		\$ -
	14. Subcontractor (15% of line 10 ; col.2)		\$ -		\$ -
	15. Contractor (5% of line 10 ; col.2)	\$ -			\$ -
	16. Contractor (10% of line 10 ; col.1)	\$ 303.00			\$ 303.00
	17. Contractor Fee (Sum of lines 12 ~ 16)	\$ 303.00	\$ -	\$ -	\$ 303.00
<b>TOTAL</b>	18. Additional Cost (Sum of lines 10,11, & 17, Col.4)				\$ 3,384.30

**NOTES :**

- (1) Additional Costs are from line 10 of the attached forms titled, "Supporting Documentation For the Cost Proposal Summary" for Contractor and each Subcontractor involved in Extra Work.
- (2) Round down all Additional Costs of 50¢ or less the nearest dollar. Round up all Additional Costs of 51¢ or more th the nearest dollar.

**SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY**

**PACIFIC BULEVARD IMPROVEMENT PROJECT**

PROJECT NO. **F3609**

Contractor Name : **Interlog HYM Engineering**

Change Request No. : **001**

Work Activity : **Unforeseen Existing Concrete Slab @ Florence Avenue**

**The City of Huntington Park**

Cost Item	Description	Cost
<b>ACTUAL COST</b>	1. Straight time wage - Labor	\$ 437.48
	2. Payroll taxes - Labor :	\$ 79.00
	3. Overtime wages - Labor	\$ -
	4. Payroll taxes - Overtime	\$ -
	5. Materials	\$ 2,296.82
	6. Sales Taxes (9.0% of on line 5)	\$ 207.00
	7. Rental Charge (Attached quote sheet from supplier)	\$ -
	8. Royalties	\$ -
	9. Permits	\$ -
	10. Actual cost (Sum of lines 1 ~ 9)	\$ 3,020.30
<b>TOTAL</b>		\$ 3,020.30

**Interlog HYM Engineering**

(Contractor's Company Name)

*Kyoung Choung*

(Signature)

Kyoung Choung, PM

(Title)

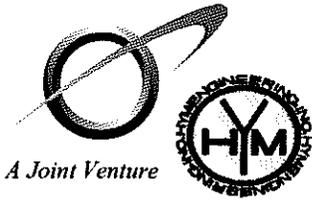
09/15/16

(Date)

**Notes:**

- (1) Round-off all Costs to the nearest dollar
- (2) This form shall be prepared and signed by Contractor or Subcontractor actually performing the work activity indicated above.
- (3) If this form signed by a subcontractor, it shall be reviewed and signed by Contractor. Certifying the accuracy of the information.





ATTACHMENT #1

Project #: F3609

PACIFIC BOULEVARD IMPROVEMENTS PROJECT

RFI-62

CITY OF HUNTINGTON PARK

Date Created: 7/27/2016 Date Required: 8/12/2016

To: City of Huntington Park 6550 Miles Avenue, Huntington Park, Ca 90255 Attn: Michael Ackerman, PE, QSD Email: mackerman@huntingtonpark.org Office: 323-584-6253 Fax: 323-584-6244 Requested By: Interlog HYM Engineering 1295 N. Knollwood Circle, Anaheim, Ca 92801 Attn: Kyoung Choung (KC) Email: kchoung@interlogconstruction.com Office: 714-529-1130 Fax: 714-527-6436

To: AIM Consulting Services 11401 East Valley Boulevard, El Monte, Ca 91731 Attn: Jonathan Ko, PE, Vice President Email: jko@aimcsworld.com Office: 323-271-4602 Fax: 323-297-2855

Title: Unforeseen Existing Concrete Slab @ Florence Avenue Priority: High

Area at Florence Avenue on Pacific Boulevard

Spec Section: n/a Drawing No.: Sheet #10 Attachments: 2 pages attached

Description: The Contractor found the unforeseen existing concrete slab(3'W x 70'H x 3' THK) at Florence Avenue. Per the City's direction on 8/9/16(Tuesday), the Contractor already removed the existing concrete slab for T & M. 1) Backhoe: 6 HR, 2) Labor: 6 HR, 3) Truck(Super10): 6 HR, 4) Pickup Truck: 6 HR, & 5) Superintendent: 6 HR The Contractor will apply to the City COR.

Contractor Proposed Solution:

Cost Impact: Yes (●) No ( ) Schedule Impact: Yes (●) No ( )

Answer

Contractor to provide a COR.

Answered By: Jonathan Ko

Date: 8/15/16

Architect/Engineer

Date:

AIMCS: Jonathan Ko Construction Manager

Date: 8/15/16





# The City of Huntington Park

**Project: Pacific Boulevard Improvement Project**

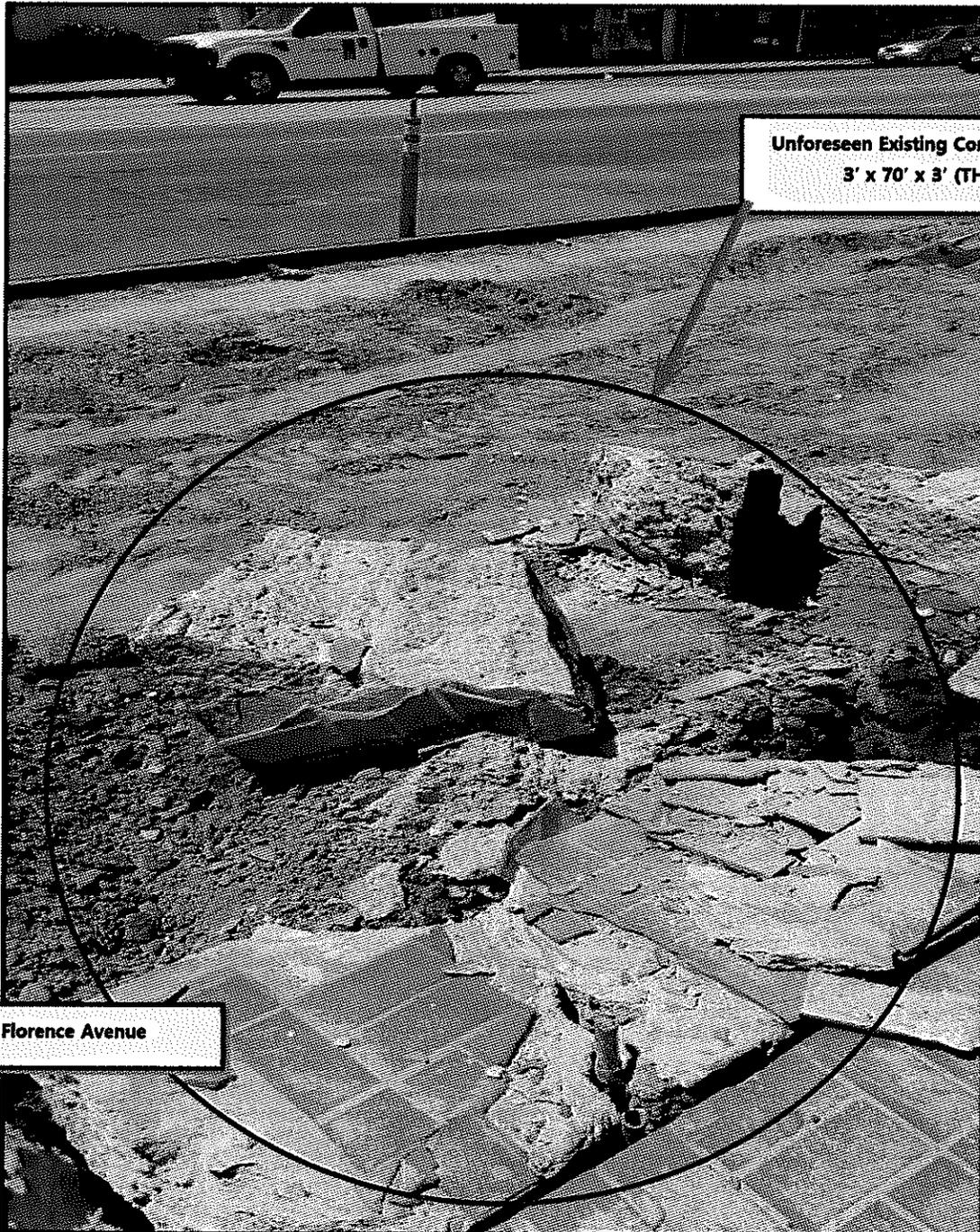
*RFI PHOTO*

Project No: F3609

Photo No:     1    

Contractor: Interlog HYM Engineering

Date:     08-12-2016    



**Unforeseen Existing Concrete Slab  
3' x 70' x 3' (THK)**

**@ Florence Avenue**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #LABORER AND RELATED CLASSIFICATIONS**

**DETERMINATION:** SC-23-102-2-2016-1

**ISSUE DATE:** August 22, 2016

**EXPIRATION DATE OF DETERMINATION:** July 2, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday <sup>d</sup>	Training	Other Payment	Hours	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>bc</sup> 1 1/2X	Sunday and Holiday

**CLASSIFICATION GROUPS**

Group 1	\$32.34	7.06	6.75	4.57	0.69	0.67	8	52.08	68.250	68.250	84.42
Group 2	32.89	7.06	6.75	4.57	0.69	0.67	8	52.63	69.075	69.075	85.52
Group 3	33.44	7.06	6.75	4.57	0.69	0.67	8	53.18	69.900	69.900	86.62
Group 4	34.99	7.06	6.75	4.57	0.69	0.67	8	54.73	72.225	72.225	89.72
Group 5	35.34	7.06	6.75	4.57	0.69	0.67	8	55.08	72.750	72.750	90.42

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRI/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classification within each group, see page 14.

<sup>b</sup> Any hours worked over 12 hours in a single workday are double (2) time.

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

<sup>d</sup> Includes an amount per hour worked for supplemental dues

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**DETERMINATION: SC-23-102-2-2016-1**

**CLASSIFICATION GROUPS**

**GROUP 1**

Boring Machine Helper (Outside)  
Certified Confined Space Laborer  
Cleaning and Handling of Panel Forms  
Concrete Screeding for Rough Strike-Off  
Concrete, Water Curing  
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber  
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only  
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers  
Flagman  
Gas, Oil and/or Water Pipeline Laborer  
Laborer, Asphalt-Rubber Material Loader  
Laborer, General or Construction  
Laborer, General Cleanup  
Laborer, Jetting  
Laborer, Temporary Water and Air Lines  
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching  
Post Hole Digger (Manual)  
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers  
Rigging and Signaling  
Scaler  
Slip Form Raisers  
Tanner and Mortar Man  
Tool Crib or Tool House Laborer  
Traffic Control by any method  
Water Well Driller Helper  
Window Cleaner  
Wire Mesh Pulling - All Concrete Pouring Operations

**GROUP 2**

Asphalt Shoveler  
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)  
Cesspool Digger and Installer  
Chucktender  
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks  
Concrete Curer-Impervious Membrane and Form Oiler  
Cutting Torch Operator (Demolition)  
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction  
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man  
Guinea Chaser  
Headerboard Man-Asphalt  
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt  
Laborer, Packing Rod Steel and Pans  
Membrane Vapor Barrier Installer  
Power Broom Sweepers (small)  
Riprap, Stonepaver, placing stone or wet sacked concrete  
Roto Scraper and Tiller  
Sandblaster (Pot Tender)  
Septic Tank Digger and Installer (leadman)

**GROUP 2 (continued)**

Tank Scaler and Cleaner  
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders  
Underground Laborer, including Caisson Bellower

**GROUP 3**

Asphalt Installation of all fabrics  
Buggymobile Man  
Compactor (all types including Tampers, Barko, Wacker)  
Concrete Cutting Torch  
Concrete Pile Cutter  
Driller, Jackhammer, 2 1/2 ft. drill steel or longer  
Dri Pak-it Machine  
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out  
High Scaler (including drilling of same)  
Impact Wrench, Multi-Plate  
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials  
Laborer, Fence Erector  
Material Hoseman (Walls, Slabs, Floors and Decks)  
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work  
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services  
Power Post Hole Digger  
Rock Slinger  
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier  
Steel Headerboard Man and Guideline Setter  
Trenching Machine, Hand Propelled

**GROUP 4**

Any Worker Exposed to Raw Sewage  
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)  
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander  
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete  
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer  
Head Rock Slinger  
Laborer, Asphalt-Rubber Distributor Bootman  
Laser Beam in connection with Laborer's work  
Oversize Concrete Vibrator Operator, 70 pounds and over  
Pipelayer  
Prefabricated Manhole Installer  
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast  
Traffic Lane Closure, certified

**GROUP 5**

Blasters Powderman  
Driller  
Toxic Waste Removal  
Welding, certified or otherwise in connection with Laborers' work



## CONTRACT CHANGE ORDER AUTHORIZATION

<b>PROJECT:</b> PACIFIC BOULEVARD IMPROVEMENT PROJECT	<b>CONTRACT NO.:</b>	<b>F3609</b>
	<b>REF CCO REQUEST NO.:</b>	<b>RF1 #63</b>
<b>CONTRACTOR:</b> Interlog HYM Engineering	<b>APPROVED CCO NO.:</b>	<b>02</b>

### AUTHORIZATION TO PROCEED WITH THE FOLLOWING CHANGE ORDER:

Description	Quantity	Unit	Unit Price	Total
Relocate Unforeseen Existing Electrical Rigid Conduit for Street Lights @ Saturn Avenue with 6"-8"(H) Con'c Curb at Back of Sidewalk (30LF) of T-Mobil Building	1.00	T & M	\$1,555.74	\$ 1,555.74

Base Contract Amount	\$3,730,511.29
Previously Authorized Contract Change Orders:	\$0.00
Authorized Amount For This Contract Change Order	<b>\$1,555.74</b>
<b>Total Authorized Contract Amount To Date (Sum of The Above):</b>	<b>\$3,732,067.03</b>
Total Contract Days (Working) Per Contract :	65
Additional/Deductive Days (Working) Per Previously Authorized Contract Change Orders:	0
Additional/Deductive Days (Working) For This Contract Change Order	<b>1</b>
<b>Total Authorized Contract Days (Working) To Date (FOR CHANGE ORDERS):</b>	<b>1</b>
Original Completion Date:	10/18/2016
Revised Completion Date Including This Contract Change Order	10/19/2016

### APPROVAL BY CITY

Recommended by:		Approved by:	
Name:		Name:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

### ACCEPTANCE BY CONTRACTOR

I agree to perform the work described in this change order, and that the total cost approved for the change order includes any and all costs associated with this change order, and that I shall not make any other claims (including but not limited to, additional change order costs, delay costs, loss of profit, loss of productivity, overhead, insurance, bonding, administrative, etc.) against the City for this change order.	Name:	
	Signature:	
	Title:	
	Date:	

COST PROPOSAL FOR

**PACIFIC BOULEVARD IMPROVEMENT PROJECT**

PROJECT NO. **E3609**

Date : **09/15/16**

Change Request No. : **002**

Facility : **CITY OF HUNTINGTON PARK**

Contract Date : **05/03/16**

Scope of Change : **Relocate Unforeseen Existing Electrical Rigid Conduit for Street Lights @ Saturn Ave. with 6"-8"(H) Con'c Curb at Back of Sidewalk(30 LF) of T-Mobil Building**

**Instructions:**

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached "Cost Proposal Summary," and (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary."
2. Attach the form titled "Supporting Documentation for the Cost Proposal Summary" for Contractor and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by Contractor or Subcontractor actually performing the Work activity identified on the form. Attach supporting data to each such form to substantiate the individually listed costs. The costs provided on these forms shall be used to substantiate Additional Costs shown on the Cost Proposal Summary.
3. The Contractor Fee shall be computed on the Cost of Extra Work of Contractor and each Subcontractor involved in the Extra Work; and shall constitute full compensation for all costs and expenses related to the subject change and not listed in the "Supporting Documentation for the Cost Proposal Summary," including overhead and profit.
4. Refer to Subparagraph 7.3.4 of the General Conditions for the method of computing the Contractor Fee.

Adjustment of the Contract Time (Include justification based upon the Contract Schedule) :

**1**  
(Days)

Refer to Article 8 of the General Conditions.

Adjustment of the Contract Sum (Total Additional Cost from Cost Proposal Summary) :

**\$ 1,555.74** (One Thousand Five Hundred Fifty Five Dollars and Seventy Four Cents)

(Refer to Article 7 of the General Conditions)

Submitted :

Received :

**Interlog HYM Engineering**

(Contractor)

(The City of Huntington Park's Representative)

By : Kyoung Choung

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

Title: Kyoung Choung, PM

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

Date : 09/15/16

Date : \_\_\_\_\_

### COST PROPOSAL SUMMARY

Project Name: **PACIFIC BOULEVARD IMPROVEMENT PROJECT** Change Request No. : **002**

Project No.: **F3609** Contractor : **Interlog HYM Engineering**

The City of Huntington Park					
		Contractor	1st Tier Sub	2nd Tier Sub	Total
<b>ACTUAL COST</b>	1. Straight time wage - Labor	\$ 996.84	\$ -	\$ -	\$ 996.84
	2. Payroll taxes - Labor	\$ 179.00	\$ -	\$ -	\$ 179.00
	3. Overtime wages - Labor				\$ -
	4. Payroll taxes - Overtime	\$ -			\$ -
	5. Materials	\$ 194.90	\$ -	\$ -	\$ 194.90
	6. Sales Taxes ( 9% on line 5)	\$ 18.00	\$ -	\$ -	\$ 18.00
	7. Rental Charge			\$ -	\$ -
	8. Royalties				\$ -
	9. Permits				\$ -
	10. Actual cost (Sum of lines 1 ~ 9)	\$ 1,388.74	\$ -	\$ -	\$ 1,388.74
<b>Allowance</b>	11. Insurance & Bonds (2% of line 10)	\$ 28.00	\$ -	\$ -	\$ 28.00
<b>Contractor Fee</b>	12. Sub_Sub (15% of line 10 ; col.3)			\$ -	\$ -
	13. Subcontractor (5% of line 10 ; col.3)		\$ -		\$ -
	14. Subcontractor (15% of line 10 ; col.2)		\$ -		\$ -
	15. Contractor (5% of line 10 ; col.2)	\$ -			\$ -
	16. Contractor (10% of line 10 ; col.1)	\$ 139.00			\$ 139.00
	17. Contractor Fee (Sum of lines 12 ~ 16)	\$ 139.00	\$ -	\$ -	\$ 139.00
<b>TOTAL</b>	18. Additional Cost (Sum of lines 10,11, & 17, Col.4)				\$ 1,555.74

**NOTES :**

- (1) Additional Costs are from line 10 of the attached forms titled, "Supporting Documentation For the Cost Proposal Summary" for Contractor and each Subcontractor involved in Extra Work.
- (2) Round down all Additional Costs of 50¢ or less the nearest dollar. Round up all Additional Costs of 51¢ or more th the nearest dollar.

**SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY**

**PACIFIC BOULEVARD IMPROVEMENT PROJECT**

PROJECT NO. **E3609**

Contractor Name : **Interlog HYM Engineering**

Change Request No. : **002**

Work Activity : **Relocate Unforeseen Existing Electrical Rigid Conduit for Street Lights @ Saturn Ave. with 6" - 8"(H) Con'c Curb at Back of Sidewalk(30 LF) of T-Mobil Building**

**The City of Huntington Park**

Cost Item	Description	Cost
<b>ACTUAL COST</b>	1. Straight time wage - Labor	\$ 996.84
	2. Payroll taxes - Labor :	\$ 179.00
	3. Overtime wages - Labor	\$ -
	4. Payroll taxes - Overtime	\$ -
	5. Materials	\$ 194.90
	6. Sales Taxes (9.0% of on line 5)	\$ 18.00
	7. Rental Charge (Attached quote sheet from supplier)	\$ -
	8. Royalties	\$ -
	9. Permits	\$ -
	10. Actual cost (Sum of lines 1 ~ 9)	\$ 1,388.74
<b>TOTAL</b>		\$ 1,388.74

**Interlog HYM Engineering**

(Contractor's Company Name)

*Kyoung Choung*

(Signature)

Kyoung Choung, PM

(Title)

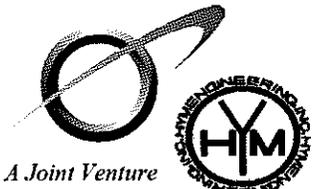
09/15/16

(Date)

**Notes:**

- (1) Round-off all Costs to the nearest dollar
- (2) This form shall be prepared and signed by Contractor or Subcontractor actually performing the work activity indicated above.
- (3) If this form signed by a subcontractor, it shall be reviewed and signed by Contractor. certifying the accuracy of the information.





RFI-63

CITY OF HUNTINGTON PARK

Date Created: 7/27/2016 Date Required: 8/12/2016

To: City of Huntington Park  
6550 Miles Avenue, Huntington Park, Ca 90255  
Attn: Michael Ackerman, PE, QSD  
Email: mackerman@huntingtonpark.org  
Office: 323-584-6253 Fax: 323-584-6244

Requested By: Interlog HJM Engineering  
1295 N. Knollwood Circle, Anaheim, Ca 92801  
Attn: Kyoung Choung (KC)  
Email: kchoung@interlogconstruction.com  
Office: 714-529-1130 Fax: 714-527-6436

To: AIM Consulting Services  
11401 East Valley Boulevard, El Monte, Ca 91731  
Attn: Jonathan Ko, PE, Vice President  
Email: jko@aimcsworld.com  
Office: 323-271-4602 Fax: 323-297-2855

Title: Unforeseen Existing Street Light Conduit @ Saturn Avenue Priority: High

Area: at Saturn Avenue on Pacific Boulevard

Spec Section: n/a Drawing No.: Sheet #2 Attachments: 3 pages attached

Description:  
The Contractor found the unforeseen existing existing street light conduit (20 LF) at Saturn Avenue.  
Per the City's direction on 8/9/16(Tuesday), the Contractor already relocated the existing street light conduit(min.18") with 2-electrical pullboxes for T  
1) Backhoe: 1 HR, 2) Labor: 4-crew x 2 HR = 8 HR, 3) Pickup Truck: 2 HR, & 4) Superintendent: 2 HR  
The Contractor will apply to the City COR.

Contractor Proposed Solution:

Cost Impact: Yes (●) No ( ) Schedule Impact: Yes (●) No ( )

Answer

Contractor to provide COR.

Answered By: Jonathan Ko

Date: 8/15/16

Architect/Engineer

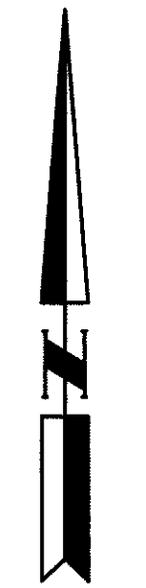
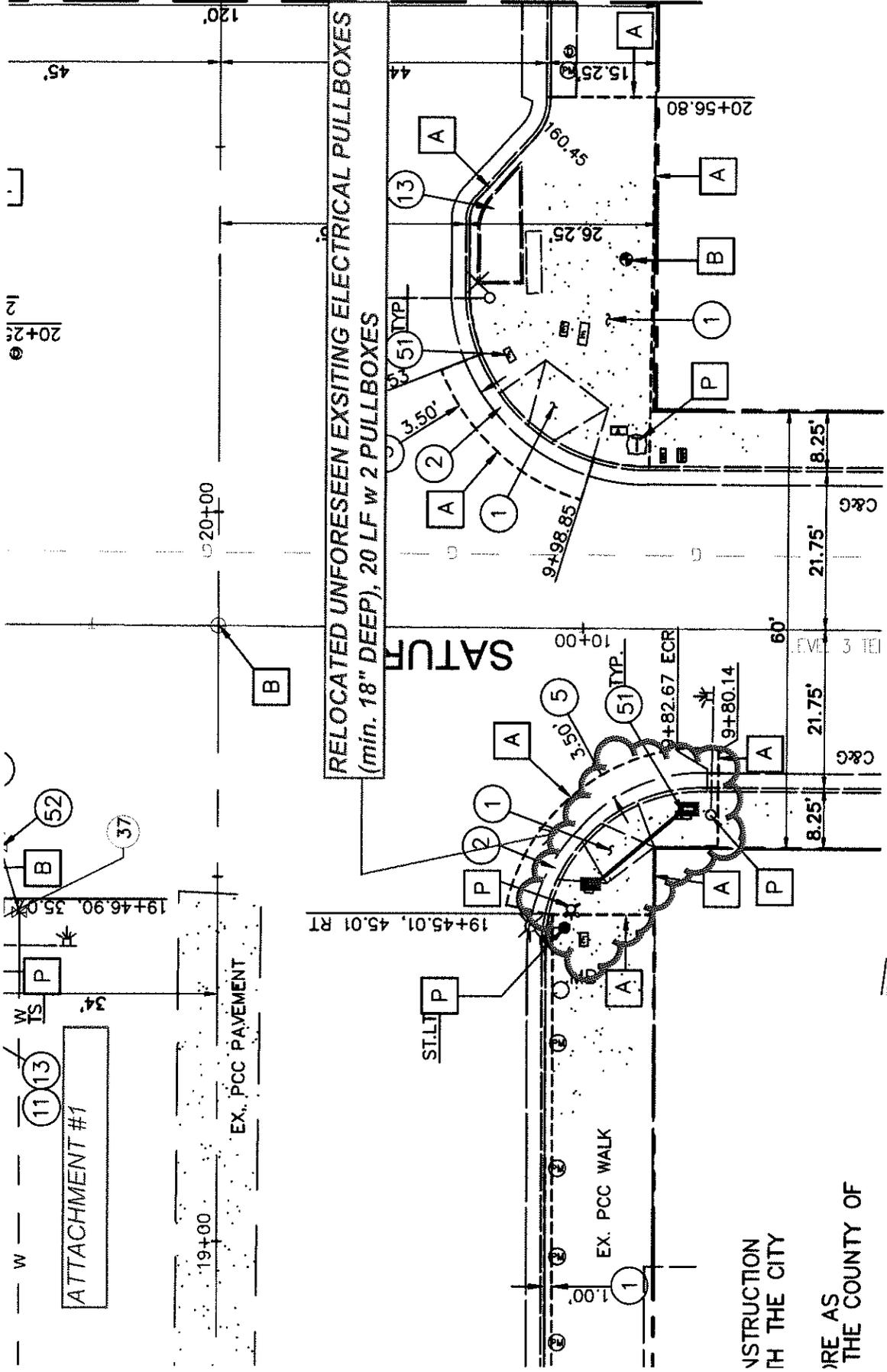
Date:

AIMCS: Jonathan Ko  
Construction Manager

Date: 8/15/16

UT  
 51 52 53 54 55 56  
 9 10 11 12 13 14 15

MATCH LINE STA. 20+70  
 SEE SHEET 3



CONSTRUCTION BY THE CITY OF  
 THE COUNTY OF  
 ROVEMENT  
 DRAIN CULVERT PER

**Project: Pacific Boulevard Improvement Project**

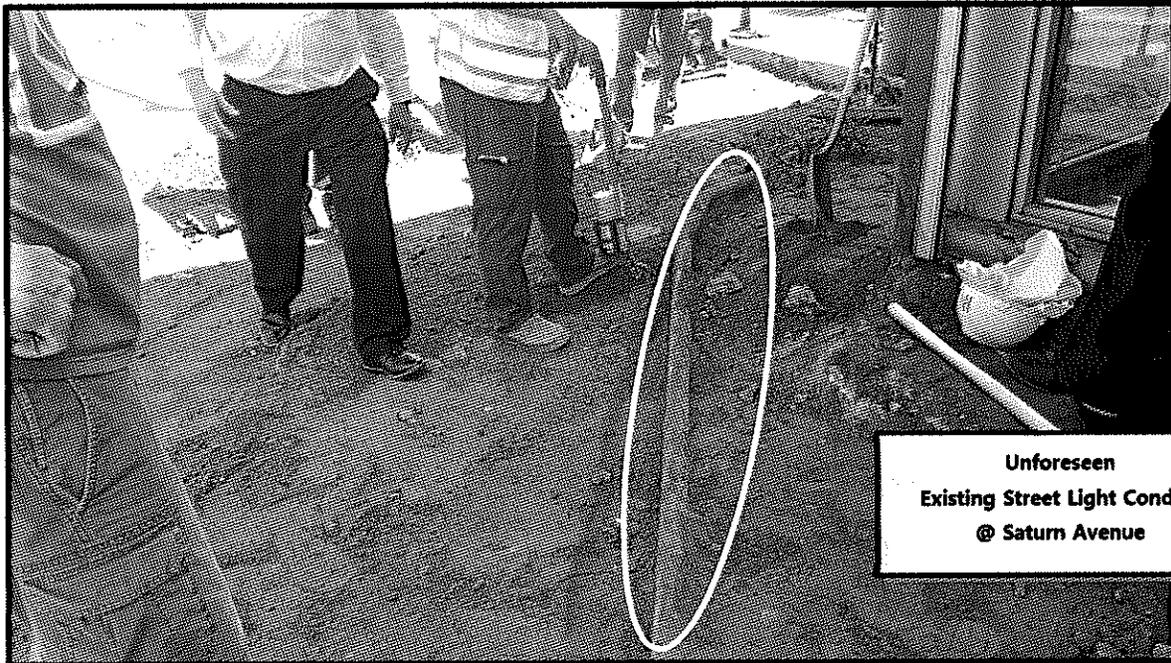
*RFI PHOTO*

Project No: F3609

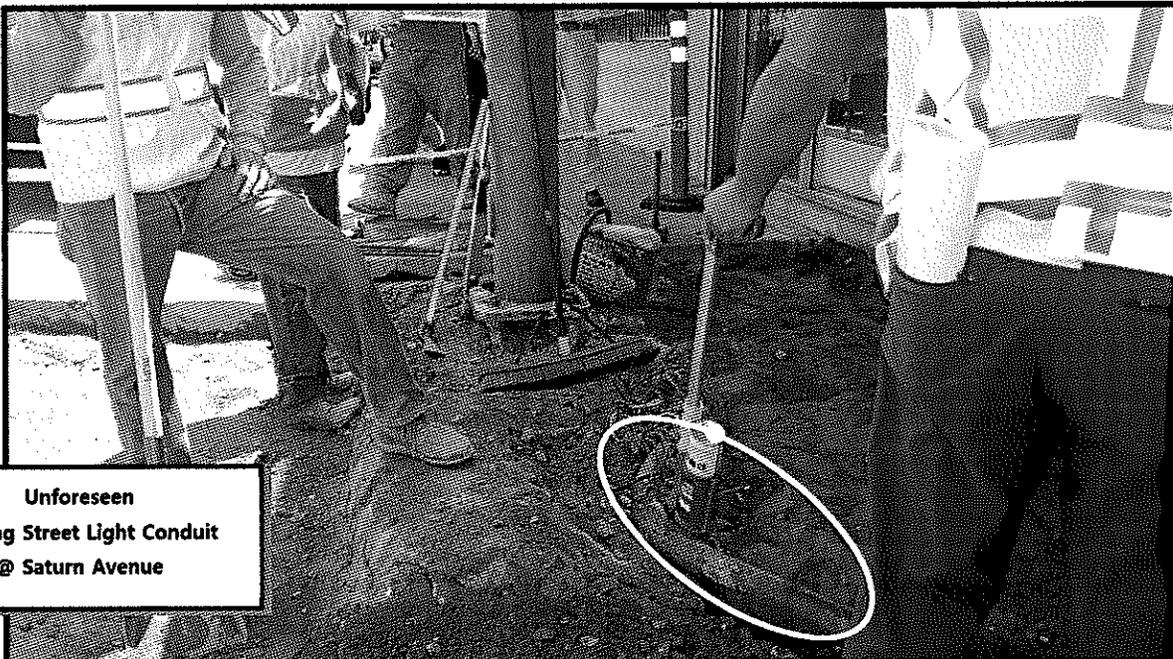
Photo No:     1    

Contractor: Interlog HYM Engineering

Date:   08-12-2016  



**Unforeseen  
Existing Street Light Conduit  
@ Saturn Avenue**



**Unforeseen  
Existing Street Light Conduit  
@ Saturn Avenue**



The City of Huntington Park

**Project: Pacific Boulevard Improvement Project**

*RFI PHOTO*

Project No: F3609

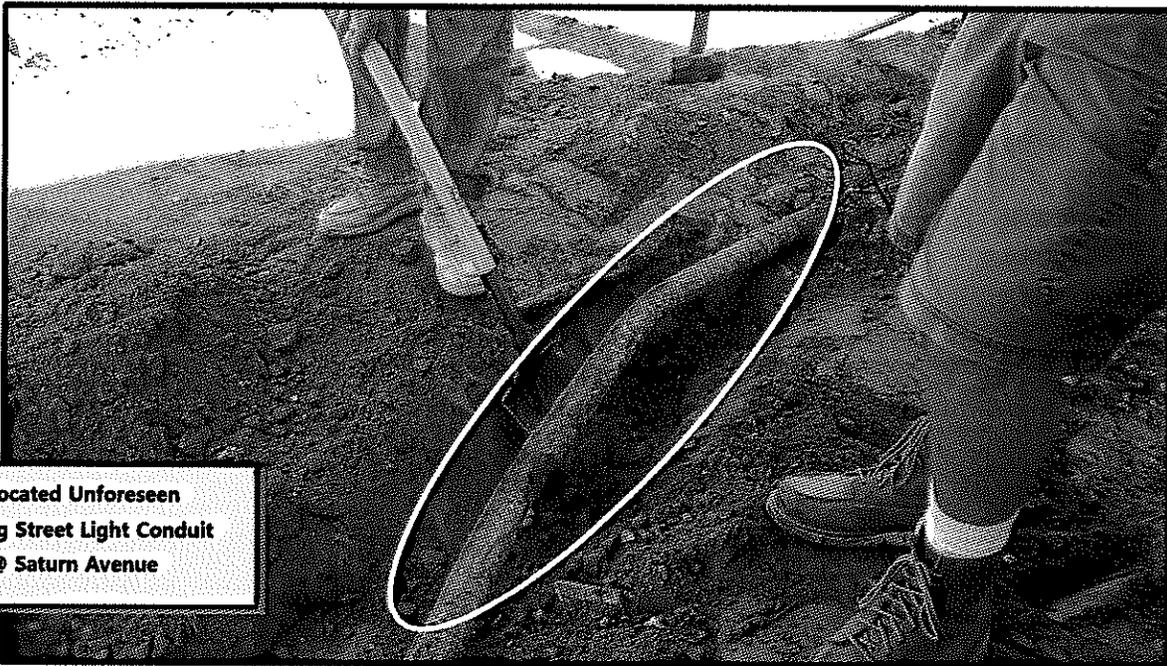
Photo No:     2    

Contractor: Interlog HYM Engineering

Date:     08-12-2016    



**Relocated Unforeseen  
Existing Street Light Conduit  
@ Saturn Avenue**



**Relocated Unforeseen  
Existing Street Light Conduit  
@ Saturn Avenue**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #LABORER AND RELATED CLASSIFICATIONS**

**DETERMINATION:** SC-23-102-2-2016-1

**ISSUE DATE:** August 22, 2016

**EXPIRATION DATE OF DETERMINATION:** July 2, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday <sup>d</sup>	Training	Other Payment	Hours	Total Hourly Rate	Daily <sup>b</sup>	Saturday <sup>bc</sup>	Sunday and Holiday
									1 1/2X	1 1/2X	

**CLASSIFICATION GROUPS**

Group 1	\$32.34	7.06	6.75	4.57	0.69	0.67	8	52.08	68.250	68.250	84.42
Group 2	32.89	7.06	6.75	4.57	0.69	0.67	8	52.63	69.075	69.075	85.52
Group 3	33.44	7.06	6.75	4.57	0.69	0.67	8	53.18	69.900	69.900	86.62
Group 4	34.99	7.06	6.75	4.57	0.69	0.67	8	54.73	72.225	72.225	89.72
Group 5	35.34	7.06	6.75	4.57	0.69	0.67	8	55.08	72.750	72.750	90.42

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRI/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classification within each group, see page 14.

<sup>b</sup> Any hours worked over 12 hours in a single workday are double (2) time.

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

<sup>d</sup> Includes an amount per hour worked for supplemental dues

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

ATTACHMENT #3

**DETERMINATION:** SC-23-203-2-2016-1

**ISSUE DATE:** August 22, 2016

**EXPIRATION DATE OF DETERMINATION:** June 30, 2017\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time Total Hourly Rate	Overtime Hourly Rate			
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments		Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday/ Holiday 2X	
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$33.30	7.77	8.24	6.68 <sup>b</sup>	0.64	0.27	8	56.90	73.550 <sup>c</sup>	73.550 <sup>c</sup>	90.20
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$33.42	7.77	8.24	6.68 <sup>b</sup>	0.64	0.27	8	57.02	73.730 <sup>c</sup>	73.730 <sup>c</sup>	90.44
Floating and Troweling Machine Operator	\$33.55	7.77	8.24	6.68 <sup>b</sup>	0.64	0.27	8	57.15	73.925 <sup>c</sup>	73.925 <sup>c</sup>	90.70

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**DETERMINATION: SC-23-102-2-2016-1**

**CLASSIFICATION GROUPS**

**GROUP 1**

Boring Machine Helper (Outside)  
Certified Confined Space Laborer  
Cleaning and Handling of Panel Forms  
Concrete Screeding for Rough Strike-Off  
Concrete, Water Curing  
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber  
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only  
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers  
Flagman  
Gas, Oil and/or Water Pipeline Laborer  
Laborer, Asphalt-Rubber Material Loader  
Laborer, General or Construction  
Laborer, General Cleanup  
Laborer, Jetting  
Laborer, Temporary Water and Air Lines  
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching  
Post Hole Digger (Manual)  
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers  
Rigging and Signaling  
Scaler  
Slip Form Raisers  
Taman and Mortar Man  
Tool Crib or Tool House Laborer  
Traffic Control by any method  
Water Well Driller Helper  
Window Cleaner  
Wire Mesh Pulling - All Concrete Pouring Operations

**GROUP 2**

Asphalt Shoveler  
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)  
Cesspool Digger and Installer  
Chucktender  
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks  
Concrete Curer-Impervious Membrane and Form Oiler  
Cutting Torch Operator (Demolition)  
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction  
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man  
Guinea Chaser  
Headerboard Man-Asphalt  
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt  
Laborer, Packing Rod Steel and Pans  
Membrane Vapor Barrier Installer  
Power Broom Sweepers (small)  
Riprap, Stonepaver, placing stone or wet sacked concrete  
Roto Scaper and Tiller  
Sandblaster (Pot Tender)  
Septic Tank Digger and Installer (leadman)

**GROUP 2 (continued)**

Tank Scaler and Cleaner  
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders  
Underground Laborer, including Caisson Bellow

**GROUP 3**

Asphalt Installation of all fabrics  
Buggymobile Man  
Compactor (all types including Tampers, Barko, Wacker)  
Concrete Cutting Torch  
Concrete Pile Cutter  
Driller, Jackhammer, 2 1/2 ft. drill steel or longer  
Dri Pak-it Machine  
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out  
High Scaler (including drilling of same)  
Impact Wrench, Multi-Plate  
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials  
Laborer, Fence Erector  
Material Hoseman (Walls, Slabs, Floors and Decks)  
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work  
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services  
Power Post Hole Digger  
Rock Slinger  
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier  
Steel Headerboard Man and Guideline Setter  
Trenching Machine, Hand Propelled

**GROUP 4**

Any Worker Exposed to Raw Sewage  
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)  
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander  
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete  
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer  
Head Rock Slinger  
Laborer, Asphalt-Rubber Distributor Bootman  
Laser Beam in connection with Laborer's work  
Oversize Concrete Vibrator Operator, 70 pounds and over  
Pipelayer  
Prefabricated Manhole Installer  
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast  
Traffic Lane Closure, certified

**GROUP 5**

Blasters Powderman  
Driller  
Toxic Waste Removal  
Welding, certified or otherwise in connection with Laborers' work



2016

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT**

**(Engagement: Construction Management for the City)**

**(Parties: City of Huntington Park – AIM Consulting Services)**

THIS FIRST AMENDMENT (the "First Amendment") to Construction Management Services Agreement is made and entered into this 1<sup>st</sup> day of November, 2016 by and between the City of Huntington Park, a municipal corporation (hereinafter, "CITY") and AIM Consulting Services, a Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties."

**RECITALS**

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

WHEREAS, on or about April 21, 2016, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Construction Management Services) (hereinafter, the "Master Agreement") which is attached hereto as Exhibit "A"; and

WHEREAS, the CONSULTANT request to amend the Agreement to increase the contract amount by \$83,415.00 in order to provide additional services.

WHEREAS, the services under the Amendment will result in no changes to the fee schedule hourly rates and no change to the services outlined in the Master Agreement.

WHEREAS, the Master Agreement provides for written amendments and modifications if approved by both Parties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. COMPENSATION. This section of the Master Agreement is hereby amended to be replaced with the following: The CONSULTANT'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$225,015.00 (hereinafter, the "No-to-Exceed Sum"), unless such added expenditure is first approved by CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT'S performance pending CITY approval of an anticipated expenditures in excess of the Not-to-Exceed Sum or any other City- approval amendment to the compensation terms of this Agreement.

2. Except as otherwise set forth in this First Amendment, the terms of the Master Agreement shall control. This First Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

3. In the event of any conflict or inconsistency between this First Amendment and the Master Agreement, the provisions of this First Amendment shall control, but only to the extent necessary to resolve the conflict or inconsistency.

4. This First Amendment may be executed in counterparts, which together shall comprise a single instrument.

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

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Edgar Cisneros  
City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Arnold M. Alvarez-Glasman  
City Attorney

Date: \_\_\_\_\_

**AIM CONSULTING SERVICES:**

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

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_



## **CITY OF HUNTINGTON PARK**

Public Works Department  
City Council Agenda Report

November 1, 2016

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 CONTRACT FOR DESIGN OF THE SAFE ROUTES TO SCHOOL (SR2S) MIDDLETON STREET ELEMENTARY SCHOOL PROJECT**

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

1. Award contract to the most qualified bidder for design of the Safe Routes to School (SR2S) Middleton Street Elementary School Project;
2. Authorize the City Manager or designee to execute the contract; and
3. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

#### **BACKGROUND**

In May 2011, the Los Angeles County Department of Public Health PLACE (Policies for Livable, Active Communities and Environments) Program announced that the City of Huntington Park was one of five cities that would be the recipient of the Healthy Policies initiatives (HPI) Grant. The goal of the Healthy Policies Initiative is to collaborate with cities, such as Huntington Park, with high rates of childhood obesity to improve their physical activity and food environments through policy and environmental change. SR2S plan would encourage students to walk and bike to school safely, which may decrease traffic around schools as well as increase physical activity.

# **AWARD CONTRACT FOR DESIGN OF THE SAFE ROUTES TO SCHOOL (SR2S) MIDDLETON STREET ELEMENTARY SCHOOL PROJECT**

November 1, 2016

Page 2 of 3

Based upon the need for better routes, as well as support from school administration, Middleton Elementary School and Middleton Primary Center were selected as the focus schools for the plan.

Following the selection of the focus schools, in September 2011, a Safe Routes to School workshop was held at Middleton Primary Center. The workshop was facilitated by Ryan Snyder, a nationally-certified SR2S instructor. Ryan Snyder has extensive experience preparing SR2S Plans and grant applications. The workshop attendees included City staff, County staff, school administration staff, and parents.

**Project Description:** The Project will consist of new ADA ramps, advanced yield and stop markings, countdown signals, updated pedestrian signs, rapid-flashing beacons, repainting exiting pavement markings, removal of nonfunctional in road lights, and ladder style crosswalks. Funding for ongoing educations programs such as classroom training for bicycle and pedestrian safety, safety rodeos by local Police, walking day education and activities, and crossing guard training is also included.

**Project Location:** The four proposed project locations are within two blocks of Middleton Street Elementary School and include improvements at the intersections of Gage Ave. at Santa Fe, Gage Ave at Middleton St., Gage Ave at Malabar St., and Zoe at Santa Fe Ave.

The City received 22 requests for bid packages and 2 bids were received. A summary of the bids received is presented in Table 1 – Summary of Bids Received.

**Table 1- Summary of Bids Received**

<b>Bidder</b>	<b>Total Bid Shown on Bidder's Proposal</b>
Transtech	\$28,555
Evan Brooks Associates	\$43,800

As part of the solicitation of the request for proposals for preparation of the Design, Specifications, and Construction Bid package for Safe Routes to School (SR2S) Middleton Street Elementary School Project, staff recently conducted a request for proposals for design services. Staff recommends the selection of Transtech based on qualifications.

## **FISCAL IMPACT/FINANCING**

There is no financial impact. The \$248,000 funding grant for the Safe Routes to School (SR2S) Middleton Street Elementary School Project is currently budgeted for FY 16-17 in account 222-4010-431.73-10. This budgeted amount includes the cost for design.

**AWARD CONTRACT FOR DESIGN OF THE SAFE ROUTES TO SCHOOL (SR2S)  
MIDDLETON STREET ELEMENTARY SCHOOL PROJECT**

November 1, 2016

Page 3 of 3

**LEGAL AND PROGRAM REQUIREMENTS**

As mentioned above, this project consist of the design and installation of a series of enhancements to Middleton Elementary School. Improvements may aid the development of the overall operations, efficiency; safety, and convenience of routes to school.

**CONCLUSION**

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

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael J. Ackerman  
City Engineer

**ATTACHMENT(S)**

A. Middleton SR2S Project Memo



## MEMORANDUM

**DATE:** February 25, 2016  
**TO:** Dale Benson  
**Cc:** Guillermo Potes, Prem Goel  
**FROM:** Michael Ackerman, City Engineer  
**RE: Middleton Safe Routes to School – Huntington Park**

---

In regards to our previous conversation, if possible, the City of Huntington Park would like to make the following changes to the Safe Route to School (SR2S) project (SR2S10-07-HP-1).

**Project Description:** The project will consist of new ADA ramps, advanced yield and stop markings, countdown signals, updated pedestrian signs, rapid-flashing beacons, repainting exiting marking/pavement labels, removal of non-working in road lights, and ladder-stripe crosswalks. Funding for ongoing educational programs such as classroom training for bicycle and pedestrian safety, safety rodeos by local Police, walking day education and activities and crossing guard training is also included.

**Project Location:** The four proposed projects are within 2 blocks of Middleton Street Elementary School, and include improvements at the intersections of Gage Ave. at Santa Fe., Gage Ave. at Middleton St., Gage Ave at Malabar St. and Zoe Ave. at Santa Fe Ave.

- Santa Fe Avenue @ Gage Avenue



### Proposed

- (4) Add Ladder-stripe crosswalk to all crossings (4-lane street)
- (8) Add Pedestrian Countdown Signals
- (4) Remove and construct ADA ramp per CAMUTCD Standard
- (4) Relocate Stop bar (if necessary) to comply with CAMUTCD Standards. If relocation is unnecessary, then re-paint existing line.
- Repaint all street markings with highly reflective paint (arrows, labels, yellow lines, white lines, etc.)

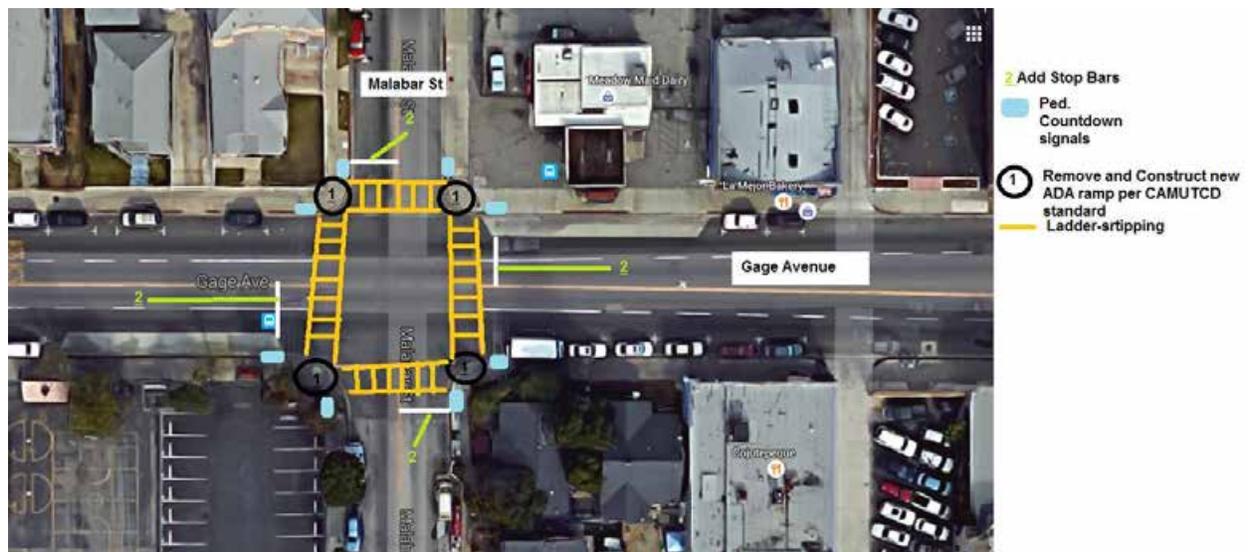
- **Middleton Street @ Gage Avenue**



### Proposed

- (2) Add ladder-stripe crosswalks to cross Middleton St (2-lane)
- Add yellow RPM's (Raised pavement markers) CAMUTCD 3B-13 (crossing gage). Repaint existing ladder crosswalk.
- (2) Add advanced stop bars to crossings on Middleton St.
- (2) Add advanced yield markings to Gage Ave. crossings
- (1) Add advance yield signs to Gage Ave. crossings
- (2) Remove and construct ADA ramp per Caltrans standard
- (2) Bulb-outs at unprotected crosswalk with new ADA ramp per CAMUTCD
- (2) Install New S1-1 Solar Flashing LED Crossing Signs (double sided) with a dual-sided RRFB (Rectangular Rapid Flashing Beacon) system, with Downward Facing Arrow (W16-7P)
- (2) New SW24-3 signs. There existing advanced signs but they are the wrong signs for a school crossing. Will need to add new SW24-3 signs near the advance pavement markings of SLOW SCHOOL XING. (should be in the neon yellow color and highly reflective)
- (1) Remove non-working in road lights
- Repaint all existing markings/ pavement legends with highly reflective paint

- **Malabar Street @ Gage Avenue**



Proposed

- (4) Remove and construct ADA ramp per CAMUTCD standard
- (4) Add yellow ladder-stripe to all crosswalks (Note: Gage - 4-lane & Malabar - 2-lane )
- (4) Add advanced stop bars per CAMUTCD standard
- (8) Pedestrian Countdown signals
- Repaint existing street striping with highly reflective paint

- **Santa Fe Avenue @ Zoe Avenue**



Proposed

- (4) Wet sandblast, remove and replace existing crosswalk with Ladder-stripping crosswalk (Santa Fe- 4-lane & Zoe- 2-lane).
- (6) Remove and construct ADA ramp per CAMUTCD standard
- (6) Pedestrian Countdown signals
- (4) Stop bars per CAMUTCD Standard
- (1) Stop sign
- Repaint existing markings/pavement labels with highly reflective paint

**Project Cost:**

	SR2S Funds	Local/Other Funds <sup>(6)</sup>	Total Cost
<b>Preliminary Engineering <sup>(2)</sup></b>			
Environmental	\$0	\$0	\$0
PS&E	\$14,337	\$1,593	\$15,930
<b>Right of Way</b>			
Engineering	\$0	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	\$0	\$0
<b>Construction Engineering &amp; Construction</b>			
Construction Engineering <sup>(3)</sup>	\$14,338	\$1,593	\$15,931
Construction <sup>(1)</sup>	\$179,025	\$20,114	\$199,139
<b>Public Outreach &amp; Education &amp; Minor Construction Improvements</b>			
Education, enforcement, and encouragement activities	\$15,300	\$1,700	\$17,000
Construction on school grounds	\$0	\$0	\$0
<b>Total Project Cost<sup>(5)</sup></b>	<b>\$223,000</b>	<b>\$25,000</b>	<b>\$248,000</b>

**Note:**

- (1) For construction cost, provide a detailed Engineer's Estimate (See table 1)
- (2) May not exceed 25% of the Construction "Total Cost"
- (3) May not exceed 15% of the Construction "Total Cost"
- (5) May not exceed 90% of "Total Cost" or \$450,000
- (6) Local Match (10% or more) to be included by phase or work.

**Detailed Engineer's Estimate  
For Construction Items Only**

<b>Agency:</b> City of Huntington Park					
<b>Project Name:</b> Middleton Street Elementary School SR2S Improvements					
<b>Project Location:</b> On Cage Ave. at Santa Fe Ave., Middleton St., and Malabar St.; and at Santa Fe Avenue & Zoe Ave.					
<b>Date of Estimate:</b> February 16, 2016					
<b>Prepared by:</b> Michael Ackerman, City Engineer					
Item No.	Description	Quantity	Units	Unit Cost	Total
1	Ladder- Stripping (4-Lane)	8	number	\$1,000.00	\$8,000
2	Ladder - Stripping (2-lane)	6	number	\$600.00	\$3,600
3	Pedestrian Countdown Signals	22	number	\$2,500.00	\$55,000
4	Advanced Stop Bars	14	number	\$150.00	\$2,100
5	Remove & Construct ADA ramp per CA MUTCD	16	number	\$4,000.00	\$64,000
6	Advanced Yield Signs	1	number	\$500.00	\$500
7	Advanced Yield Markings	2	number	\$500.00	\$1,000
8	Remove non-working in road lights	1	set	\$8,000.00	\$8,000
9	Install a double-sided 36" LED Crossing Sign (S1-1 with arrow) with RRFB - Quote from Solar Traffic Systems	2	number	\$4,000.00	\$8,000
10	New SW24-3 Signs	2	number	\$500.00	\$1,000
11	Raised Pavement Markers	1	set	\$150.00	\$150
12	Wet sandblast and remove existing stripping		LS		\$1,000
13	Stop Sign	1	number	\$500.00	\$500
14	Bulb-outs @ unprotected crosswalk with new ADA ramp per CAMUTCD	2	number	\$7,500	\$15,000
15	Traffic Control				\$5,000
16	Mobilization				\$5,000
17	Highly Reflective Paint to repaint existing markings & Labels				\$3,185
18					
19					
20					
				<b>Subtotal:</b>	\$181,035
				<b>*Contingency:</b>	10%
				<b>TOTAL:</b>	\$199,139
* Up to 10% Contingency may be included in Engineer's Estimate					



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

November 1, 2016

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:

## **RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE 2013 CALL FOR PROJECTS GRANT FROM METRO FOR THE DOWNTOWN HUNTINGTON PARK “I-PARK” SYSTEM IMPLEMENTATION PROJECT**

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

1. Adopt Resolution No. 2016-50, Authorizing the Acceptance of the 2013 Call for Projects Grant from Metro for the City of Huntington Park Downtown “I-Park” System Implementation Project;
2. Authorize the Public Works Department to advertise for bids; and
3. Authorize the City Manager to execute the funding agreement.

### **BACKGROUND**

Every other year, Metro accepts Call for Projects applications in eight modal categories to improve all modes of surface transportation. Local jurisdictions, transit operators, and other public agencies are encouraged to submit applications proposing projects for funding. The City of Huntington Park submitted an application to the 2013 Call for Projects and was awarded a \$546,000 in funding with a local match of \$234,000 for a total project cost of \$780,000 for the implementation of the Downtown Huntington Park “i-Park” System Implementation Project.

On August 14, 2014, the City submitted a “Letter of No Prejudice” to Metro in order to spend some of its local match funds and to date, the City has spent \$50,000 for a parking study done by Michael Kodama and his team. The brief memorandum attached includes some of the pros and cons of parking meters vs parking pay stations for your review.

# RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE 2013 CALL FOR PROJECTS GRANT FROM METRO FOR DOWNTOWN HUNTINGTON PARK “I-PARK” SYSTEM IMPLEMENTATION PROJECT

November 1, 2016

Page 2 of 3

## FISCAL IMPACT/FINANCING

The \$546,000 Metro grant for the Downtown Huntington Park “i-Park” System Implementation Project requires a local match contribution of \$234,000, totaling a project cost of \$780,000. Currently, Metro has the funding programmed for two fiscal years:

### FY 2016-17

Grant Funds: \$84,000      Local Match Funds: \$36,000      Total: \$120,000

### FY 2017-18

Grant Funds: \$0      Local Match Funds: \$0      Total: \$0

### FY 2018-19

Grant Funds: \$462,000      Local Match Funds: \$198,000      Total: \$660,000

The attached resolution authorizes the City Manager to accept the first available amount of \$84,000 with the City’s local match of \$36,000, a total of \$120,000 for the parking management implementation activities. There is no fiscal impact. Funds of \$120,000 are part of the adopted budget for FY 2016-17, under account number 220-8010-431.73-10.

For FY 2018-19, the City will need to budget a total of \$610,000 instead of \$660,000, since \$50,000 was already expended on the parking study. The City has the intention to reach out to Metro to budget the funding earlier for FY 2017-18 instead of FY 2018-19. If approved by Metro, the City will budget the funds accordingly during the City’s regular budget process in order to complete the project sooner.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The study area is organized approximately along a 0.75-mile segment of Pacific Boulevard within the City of Huntington Park. It is bounded by Randolph Street to the north, Florence Avenue to the south, Rugby Avenue to the west, and Seville Avenue to the east.

The project consists of the development and implementation of a parking management program for Downtown Huntington Park and the development of an effective wayfinding system that will assist in the location of available parking located within the Downtown shared parking district along busy Pacific Boulevard.

The improvements consist of the following:

- Parking Inventory and Circulation Study;
- Installing bike racks and bike lockers;
- Wayfinding signage;
- Hardware for changeable message signs & software;
- Hardware for monitoring/detection systems;

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE 2013 CALL FOR PROJECTS GRANT FROM METRO FOR DOWNTOWN HUNTINGTON PARK “I-PARK” SYSTEM IMPLEMENTATION PROJECT**

November 1, 2016

Page 3 of 3

- Design, Shared Parking and Demand Implementation Program (i.e. Parking Pay Stations/Surface Parking Lot Hardware/Structure Parking Lot Hardware) and Software Development & Acquisition; and
- Hardware Parking Detection and Sensors

**CONCLUSION**

Upon Council approval of resolution and execution of the funding agreement, staff will begin project implementation.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael J. Ackerman  
City Engineer

**ATTACHMENT(S)**

- A. Memorandum addressing PROS and CONS of parking meters vs parking pay stations.
- B. Resolution No. 2016-50, Authorizing the Acceptance and Appropriation of the 2013 Call for Projects Grant from Metro for the City of Huntington Park Downtown “i-Park” System Implementation Project.

# MEMORANDUM



**DATE:** August 10, 2016

**TO:** Michael Kodama, Oranline Authority

**FROM:** Thomas Mericle, TKM Engineering

**SUBJECT:** Huntington Park – Pay Stations

The City of Huntington Park is in the process of creating a parking program to better manage parking on Pacific Boulevard. The proposed project area extends along Pacific from Florence to Slauson and includes an area proposed for a new West Santa Ana Branch transit station at Randolph and Pacific. See Figure 1 below.



Figure 1 – Project Area

Pacific is a unique and vital retail corridor that can be more “user friendly” in providing, presenting, and conveying parking and access options to customers, employees and residents. Parking needs to be designed to meet the user needs and consider time, cost, convenience and safety of customers and residents in the area.

This memorandum will be looking at on-street payment systems, including the pros and cons of parking meters vs parking pay stations. In recent years, there has been a movement towards the use of new technology for parking systems. New

programs across the state and country are using this new technology to improve parking options. The new technologies can offer the following benefits:

- Increased Monitoring and Better Street Aesthetics
- Reduced Collection Costs
- Enhanced Revenue Control
- Enhanced Security
- Reduced Meter Downtime
- Choice of Payment
- System Power Options
- Programming Flexibility
- Multi-lingual Capability
- Better Data Collection

Municipalities are using a wide array of new technology solutions that can include parking pay station or parking meter systems. The variety of parking systems has continued to increase and needs to be evaluated based upon performance, ease of use by the customer, revenue enhancement, and public acceptance. Overall cost factors, maintenance, and warranty features are also important components to consider in the selection of a system that fits in the City of Huntington Park. As the City considers its options, it should be prepared to examine:

- Customer Experience – Ease of Use
- Method of Enforcement
- Operation and Maintenance
- Software Capability and Support
- Appearance
- Installation Costs
- Payment Options
- Credit Card Payment Options and Costs
- Revenue
- Collection Method and Costs
- Vandalism

Two areas of importance that are not always obvious are customer experience and method of enforcement. Ultimately, these two areas will be the most important aspects of the system. Virtually every customer will interact with the parking meter or pay station and for most of them it will be the only connection that every customer has with the entire program. Making this experience as clear and simple as possible so as to capture the abilities of a wide range of ages, prior experience, and educational background without making the system serve the City's needs is an important balance that needs to be struck. The other area that some customers will interact with is on the enforcement side. The selection of a system should not

limit the enforcement methodology that is most desirable for those responsible for enforcement nor should it be unfair or confusing to the customer.

### **Parking Meters vs Pay Stations**

A major initial decision to be made is the use of individual (or dual) space parking meters or the use of multi-space pay stations. Each of these options have pros and cons and need to be considered as follows:

#### Single-Space Parking Meters:

Pros:

- Low cost installation (particularly per location)
- May have lower maintenance costs depending on payment method
- Clearly shows customer how much time they have paid for
- Ease of enforcement
- Don't have to walk to pay station
- Signage is less complicated
- Machine failure will only affect one or two spaces

Cons:

- Clutters furniture zone and reduces access from parking area to sidewalk
- Equipment tends to be "dumb" compared to pay stations
- Does not accept bills for payment
- Higher collection costs since coins have to be picked up more frequently due to size limitations

#### Multi-Space Pay Stations:

Pros:

- Reduced number of location on the sidewalk area leads to less clutter; allows more space for items such as bike racks
- Larger equipment allows for public messaging or advertising options on the sides and back
- Lower collection costs due to reduced number of locations
- Equipment tends to be more intelligent (can send notification when coin box should be emptied, out of paper, etc.)

Cons:

- More costly to purchase and repair; replacement parts are expensive
- Can be more confusing to users
- If machine has failure an entire section/block of parking cannot be enforced

- May require drivers to walk further
- Ticket/Receipt may increase litter in the vicinity of the pay station
- Lead battery disposal problems will only get worse over time
- More parts (bill reader and receipt printer) increase the potential for failures.
- Increased signage and markings required to indicate payment instructions to customers.

Given the pros and cons, It is recommended that the City use multi-space pay stations rather than single or dual-space meters. The reduced clutter, lower cost for payment collection, and general increase in system intelligence will outweigh the negatives.

The next major decision to make, if the City chooses to install pay stations, is the use of Pay-by-Space or Pay-and- Display configuration. There are pros and cons for each of these configurations. Most pay station manufacturers will allow the system to be used in either configuration so the use may change over time depending on customer feedback and system needs.

### **Pay-by-Space vs Pay-and-Display**

Pay stations can be set up in either “pay-by-space” or “pay-and-display” configurations. The pay-by-space configuration allows customers to pay by use of a numbered space or vehicle license plate number. The pay-and-display configuration allows a customer to simply pay at the machine and place the receipt on their dashboard so it is “displayed.” The major pros and cons of each system are as follows:

#### Pay-by-Space:

##### Pros:

- Don't have to return to vehicle to “display” the receipt
- Can add time to parking session at any pay station or through mobile application
- Utilization data can be collected for each space

##### Cons:

- Have to remember space number or vehicle license plate number
- Takes longer for customer transaction because of additional input needs
- Increased trash due to receipts being left at or around pay stations.

### Pay-and-Display:

#### Pros:

- Quicker transaction time for the customer since you don't have to put in a space or license plate number
- Parking enforcement personnel does not need to rely on connecting to a server for information about payment; payment information is on "displayed" receipt.

#### Cons:

- Cannot add time to the parking session
- No data is available for individual parking spaces or blocks of parking; only parking area as a whole (unless additional sensors are used)
- Have to walk further to place receipt on dash

### **Pay Station and Parking Meter Suppliers:**

There are multiple suppliers in the parking industry at this time. This provides an opportunity to look for a product that will meet the operational, maintenance, and aesthetic needs of the community. The major known suppliers are as follows:

- Amano McGann (Metric Parking)
- Cale America
- Duncan Solutions
- IPS Group
- LocoMobi
- MacKay Meters
- Parkeon
- POM Parking Meters
- T2 (formerly Digital Payment Solutions)

Each of these companies provides a product that can meet the needs of the City. Before the City can choose a product, certain decisions need to be made regarding how the system works, looks, is maintained, installed, etc.

### **Request for Proposals:**

In order to ensure that the City gets the product they want for a price they are willing to pay it is recommended that the City prepare and release a Request For Proposals (RFP). The preparation of an RFP will provide a process for making decisions about what is critical for success of the program, and what is just a desire or "nice to have" product amenity or operation characteristic. The process for

making these decisions needs to be done, at a minimum, in collaboration with the following stakeholders:

Equipment Selection Stakeholders:

- City Parking Management Staff
- Business/Property Owners Organization or Key Business Owners
- City Maintenance Staff
- Representative from City Oversight Committee (such as a Parking or Transportation Commission)
- Parking Enforcement Staff

Preparation of RFP/Decision Making:

The Request for Proposal should require the following decisions to be made and built into the requirements of document. This list assumes the selection of a pay station rather than a single or dual-space parking meter:

Recommended Requirements

- The ability to control 6 to 16 on-street and 6 to 500 off-street parking spaces (for a pay station)
- Full two-way Integration with Data Ticket (current City citation processor)
- ADA compliance
- Alphanumeric keypad
- Alphanumeric display
- Stainless Steel cabinet construction
- Separately locked collection vault for each payment method (coin and bill)
- Currency validator shall be able to distinguish between US and non-US currency (coin and bill), accept US currency only, and return non-US currency to customer
- Chip credit card (PCI 3 compliance) and magnetic stripe acceptance card reader
- Cellular communications
- Pay by space, pay by plate, or pay and display
- Provide for coupons
- Ability to integrate with mobile applications
- Lighted keypad or external illumination for viewing keypad and buttons

Items for the Stakeholders Group to Decide:

- Solar powered (battery) or hard wired. If solar powered the panel needs to, at a minimum, 20 watts and be able to charge batteries for continuous use of machine for up to three days without sunlight.
- Type of payment (coin, bills, credit card type, contactless, mobile ) Mobile Payment – Brings in another supplier/vendor. Current know vendors include: Parkifi, ParkMe, Passport Parking, MobileNOW!, and PayByPhone.

- Pay by license plate. By requiring the customer to input their license plate number allows them to re-park within a zone without having to repay. Can also allow the City to restrict re-parking in a zone.
- Provide receipts or not (or provide option to customer)
- Ability to extend parking with or without mobile app
- Provide validations or not; validations only at project startup or holiday season?
- Multiple languages; if so which one(s)
- Extend current transaction on pay station without code
- Payment method - Coin (how will they process the coins?) Bills (Maintenance issues)
- Receipts, no receipts, or customer option
- How many pay stations (how many per block and/or how many feet between pay stations).
- Parking space sensors or ability to add in the future (these allow for better management through more data as well as increased revenue, but have expensive up front and/or ongoing costs)
- Enforcement method (will enforcement want to use license plate recognition-LPR, handheld units with wireless connection, or printed reports from the pay stations)

**Conclusion:**

The decision regarding the selection of how on-street parking is managed and the systems selected to support that management will have lasting effect on the outcome of the project. Careful preparation, review, and selection is an important part of the program establishment. The items to consider that are outlined in this memo will require internal and external discussions to gather greater support for the decisions that are ultimately made by the City.



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the 2013 Call for Projects Grant, in a form acceptable to the City Attorney. In addition, the City Manager may direct City staff as deemed necessary to implement the grant successfully and in a timely manner per grant requirements.

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

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of November 2016.

\_\_\_\_\_  
Graciela Ortiz, Mayor

ATTEST:

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