

# CITY OF HUNTINGTON PARK

## City Council

### Regular Meeting Agenda

**Tuesday, September 5, 2017**

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

**Marilyn Sanabria**  
Mayor

**Jhonny Pineda**  
Vice Mayor

**Karina Macias**  
Council Member

**Graciela Ortiz**  
Council Member

**Manuel “Manny” Avila**  
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.

## **CALL TO ORDER**

## **ROLL CALL**

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

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS**

Presentation by Cesar Campos, Supervisor, Public Engagement, Department of Toxic Substances Control, an Update on the Exide Cleanup Project

"Certificates of Appreciation" Presented to Various Organizations Who Aided in the Success of the First Religious Leaders Community "Co-Ed Basketball Tournament" held July 15, 2017

Presentation by Young Senator's from Huntington Park on Their Experience in the Young Senators Program

"Certificates of Appreciation" presented to Various Organizations Who Participated in the Medical Camp on July 23, 2017, Coordinated by Sathya Sai, International Organization of USA

## **PUBLIC COMMENT**

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

## **STAFF RESPONSE**

RECESS TO CLOSED SESSION

## **CLOSED SESSION**

1. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957(b)(1) -  
Title: Director of Finance

Continued.....

## **CLOSED SESSION (CONTINUED)**

2. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957(b)(1) -  
Title: Director of Parks and Recreation

RECONVENE TO OPEN SESSION

## **CLOSED SESSION ANNOUNCEMENT**

### **CONSENT CALENDAR**

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

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

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

- 1-1 Special City Council Meeting held August 8, 2017; and
- 1-2 Regular City Council Meeting held August 15, 2017.

#### **FINANCE**

2. **Approve Accounts Payable and Payroll Warrants dated September 5, 2017**

#### **COMMUNITY DEVELOPMENT**

3. **Approve Award of Contract to JK Construction for Eligible Work Under the City's HOME Residential Rehabilitation Program, Property located at 2965 Walnut Street, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with JK Construction in an amount not to exceed \$30,110 to perform eligible work under the City's HOME Residential Rehabilitation Program;
2. Authorize City Manager to approve change orders in an amount not to exceed 10% of the total contract amount; and
3. Authorize City Manager to execute contract.

### **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

### **CITY COUNCIL**

#### **4. Consideration of Appointment for the Position of Director of Parks and Recreation 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 Parks and Recreation; and
2. Approve the appointment of \_\_\_\_\_ for the position of Director of Parks and Recreation; 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. Council Appointments to Youth Commission**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Make appointment to the Youth Commission consistent with provisions set forth in Resolution No. 2015-19 and Ordinance 939-NS.

### **COMMUNITY DEVELOPMENT**

#### **6. Consideration and Approval of an Activity in Public Places Permit for the Greater Huntington Park Area Chamber of Commerce's Annual "Sabor de Mexico Lindo" Street Festival (S17-17)**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Consider the approval of an Activity in Public Places Permit request from Chamber of Commerce to conduct the annual "Sabor de Mexico Lindo" Downtown Street Festival along Pacific Boulevard, between Florence Avenue and Randolph Street, October 6-8, 2017.

## **REGULAR AGENDA (CONTINUED)**

### **PARKS AND RECREATION**

**7. Consideration and Approval of General Federation of Women's Club of Huntington Park's Special Events Permit and Request for Fee Waiver for Their 5<sup>th</sup> Annual Domestic Violence and Sexual Assault Conference**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve Application for the General Federation of Women's Club of Huntington Park's "Domestic Violence and Sexual Assault Conference", scheduled for October 7, 2017 at the Huntington Park Community Center; and
2. Approve facility fee waiver request for event.

### **POLICE**

**8. Approve Annual Renewal of Agreement with Lexipol for Policy Management Software**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve renewal of agreement with Lexipol for Software & Maintenance Services; and
2. Authorize Chief of Police to execute agreement.

**9. Approve Appropriation of Funds for the Completion of Information Technology Project for the Police Department**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Authorize the Interim Finance Director to appropriate an additional budget amount of \$25,920 from the Police Forfeiture Fund #229-7010-421.74.10 to be fully expended on the project described during the current FY 2017/18;
2. Authorize the services of LAN WAN, acting as a single source option, to transfer servers & server data from a replaced Storage Area Network (SAN) to a newly purchased Storage Area Network (SAN); and
3. Authorize Chief of Police to acquire hardware and other associated equipment, software and labor costs needed to complete this project.

## **REGULAR AGENDA (CONTINUED)**

### **PUBLIC WORKS**

**10. Approve Variance of Procurement Procedures for Purchase of Gasoline and Diesel Fuel for City Vehicles, Approve Purchase of EJ Ward Fuel Terminal, Hose Module, Fuel Tags, and CANceiver Kits and Approve Purchase of RTA Fleet Management Software**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve a variance of procurement procedures with vendors for the purchase of gasoline and diesel fuel for City vehicles;
2. Approve award of contract to EJ Ward as a sole source provider for Fueling Solutions in-lieu of typical City procurement requirements;
3. Approve purchase of EJ Ward Fuel Terminal, Hose Module, Fuel Tags and CANceiver Kits; and
4. Approve purchase of RTA Fleet Management Software.

**11. Approve Award of Contract Services Agreement to F.M. Thomas Air Condition, Inc. for Heating, Ventilation and Air Condition (HVAC) Maintenance and Unscheduled Maintenance Services**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve contract with F.M. Thomas Air Conditioning, Inc., for Heating, Ventilation and Air Conditioning (HVAC) Services; and
2. Authorize City Manager to execute agreement.

**12. Approve Additional Budget Appropriation for the Splash Pad Restroom Reconstruction Project at Salt Lake Park and Approve Purchase of Restroom Materials**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Authorize additional budget appropriation of \$25,000;
2. Approve purchase of restroom materials from Express Pipe & Supply.

## **REGULAR AGENDA (CONTINUED)**

### **PUBLIC WORKS (CONTINUED)**

**13. Approve Parking Pay Station Contract Change Order (CCO) No. 1, Approve Contract Services Agreement with T2 Systems Canada, Inc., for Pay Stations Digital “IRIS” Software Service and Approve LGP Equipment Rental, Inc. Invoices**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve CCO No. 1 in the amount of \$8,129.43 for FY 2016/17;
2. Authorize City Manager to execute the Contract Change Order;
3. Approve the Digital “Iris” software contract service agreement with T2 Systems Canada, Inc.;
4. Authorize City Manager to execute agreement;
5. Approve additional appropriation of \$27,000 for FY 2017/18 to account 231-8010-415.56-10 for payment of “Iris” software services;
6. Approve expenditure in the sum of \$5,790.94 for FY 2016/17 to LGP Equipment Rental, Inc., for Invoice #10019 & #100269 totaling \$5,790.94 for rental of message boards; and
7. Authorize Interim Finance Director to make the necessary encumbrance, additional appropriations, and adjustments to the City Budget.

**14. Approve Budget Appropriation and Allocation of CDBG Funds for the Pacific Boulevard Lighting and Beautification Project**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve budget appropriation of \$149,767 to the CDBG Fund account 239-8010-431.73-10; and
2. Authorize the Interim Finance Director to make the required FY 2017/18 Budget appropriation and allocation.

## **REGULAR AGENDA (CONTINUED)**

### **PUBLIC WORKS (CONTINUED)**

**15. Resolution Appointing a Member and Alternate(s) to the Governing Board of the Gateway Water Management Authority (“Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority”)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appoint Daniel Hernandez as the primary board member and Christina Dixon, Juan Preciado and Mario Lopez as the alternate(s) board members; and
2. Adopt Resolution No. 2017-30, appointing a member and alternate(s) to the governing board of the Gateway Water Management Authority (“Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority”).

**END OF REGULAR AGENDA**

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

### **WRITTEN COMMUNICATIONS**

### **COUNCIL COMMUNICATIONS**

**Council Member Manuel “Manny” Avila**

**Council Member Graciela Ortiz**

**Council Member Karina Macias**

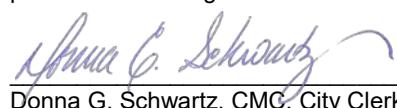
**Vice Mayor Jhonny Pineda**

**Mayor Marilyn Sanabria**

### **ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, September 19, 2017, at 6:00 P.M

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 24 hours prior to the meeting. Dated this 31<sup>st</sup> day of August 2017.

  
Donna G. Schwartz, CMC, City Clerk

## **MINUTES**

### **Special Meeting of the City of Huntington Park City Council Tuesday, August 8, 2017**

Sergeant at Arms read the Rules of Decorum before the start of the meeting.

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, August 8, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

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

**CITY OFFICIALS/STAFF:** Noel Tapia, Assistant City Attorney; Edgar Cisneros, City Manager; Cosme Lozano, Chief of Police; John Ornelas, Interim Finance Director; Martha Castillo, Director of Human Resources; Sergio Infanzon, Director of Community Development; Daniel Hernandez, Director of Public Works; Josette Espinosa, Director of Parks and Recreation; Carlos Luis, Senior Planner and Donna G. Schwartz, City Clerk.

### **INVOCATION**

Invocation was led by Mayor Sanabria.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice Mayor Pineda.

### **PRESENTATIONS**

Cindy Muro, Field Deputy for Congresswoman Roybal-Allard, introduced herself and announced a U.S. Service Academies Workshop on Saturday, September 16, 2017 at Downey City Hall in Downey, California.

Chief of Police Cosme Lozano announced the National Night Out Event was a success and Mayor Sanabria announced the following sponsors who received “Certificates of Recognition:” Royal Catering Company, Mr. C’s Towing, The Home Depot Company and Nick Alexander BMW.

City Manager Cisneros introduced Serio Infanzon, Director of Community Development and coordinator of the Youth Fellowship Program who briefly described the program and asked each student to introduce themselves. Each student provided a PowerPoint presentation to the Council. Mayor Sanabria and Council presented the students with “Certificates of Recognition.”

Council presented a “Certificate of Recognition,” to Cindy Barrera, representative who was in attendance for Nick Alexander BMW Dealership.

At 6:50 p.m. Mayor Sanabria called for a RECESS.

At 7:13 p.m. Mayor Sanabria RECONVENED the meeting with all Council Members present.

### **PUBLIC COMMENT**

Mayor Sanabria reminded the audience that private conversations will take place outside the chambers.

1. Betty Retama, acknowledged Nick the Greek, spoke in opposition to Council, and commented on monies being stolen.

At this time Mayor Sanabria gave Arthur Schaper his 1<sup>st</sup> warning noting if he gets his 2<sup>nd</sup> warning he will be escorted out.

## PUBLIC COMMENT (CONTINUED)

2. Jorge Duarte, Roocket Fitness Owner, commented on not being able to obtain his business license, based on various excuses one being parking, spoke in support of his gym, noted he was in the 2008 Olympics, does various sports and asked Council for help.

3-7. Ana Terrazas, Lucy Casillas, Jorge Garcia, Ramiro Martinez, Liz Medina, all spoke in support of Roocket Fitness Center.

At this time Mayor Sanabria gave 1<sup>st</sup> warning to gentleman in the blue hat stating no clapping or snapping of fingers.

8. Elsa Aldeguer, spoke in opposition to SB54, ask to respect the president, police, laws, and thanked Council for doing their job.

9. Robin Hvidston, commented on Attorney General Jeff Sessions and federal funds, Justice Assistance Grants, Huntington Park being a sanctuary city, the two appointments, violation of laws and left a document.

10. Robert Lauten, stated Huntington Park is not a wealthy city, cannot afford to lose any revenue stream, asked to be in compliance with immigration and custom enforcement, commented on legislation that will make California a sanctuary state, PERS and bonds being paid, Huntington Park being bankrupt and losing funds.

11. Rodolfo Cruz, commented on a ticket he received on a red curb, a woman who couldn't pass a sidewalk because of lifted cement and will start taking pictures, noted trash in the City, a business on Slauson and Miles that buys junk, and commented on item 10.

12. Edin Enamorado, spoke in opposition to We the People Rising and Omar Navarro, commented on incidents related to We the People Rising, commented on immigration, Jeff Sessions and City of Cudahy's Rules of Decorum.

13. Francisco Rivera, commented on the ongoing problem with trash in the city, he takes pictures, states the businesses comment on the trash, feels street sweeping company isn't doing a good job and asked for them to start doing a better job.

14. Cat Hernandez, asked the city if they received a letter of apology from the City of Torrance Mayor, spoke in opposition to Arthur Schaper, We the People Rising, and the resignation of an Omar Navarro.

15. Heron Carrillo, spoke in support of cross fit and the gym and how it relieves stress, spoke against discrimination, commented on culture, law and order and asked to look at Cudahy and Torrance and how they handle these situations to protect the community.

16. Silvia Merlos, commented on what they did at Torrance regarding the traffic commissioner who resigned, the apology made to them by the Mayor of Torrance, actions by We the People, commented on the Youth Fellowship program, attitudes by white supremacists, and those who discredit immigrants.

17. Arthur Schaper, commented on closed session item 1 and remarked special session Brown Act violation not to have general public comment, feels the two "illegals" should be removed, commented on federal funding and sanctuary status, commented on civil rights and himself being violated, and removed, and spoke in opposition to staff and Council.

18. Mike McCoy, spoke in regards to We the People Rising being anti-illegal immigrants, secure border and enforce immigration laws, showed a sign, he is not here illegally and has no warrants.

## **STAFF RESPONSE**

City Manager Cisneros responded to the comment regarding sidewalks and that sidewalks are on the pavement management plan and that Code Enforcement has been working with the owner of the fitness center.

Assistant City Attorney Tapia responded to the comment regarding Brown Act violation by allowing comments to non agendized items and stated the Brown Act obligates the City Council to allow members of the public to speak on only items that are agendized but there's nothing in the Brown Act that restricts the City from going above and beyond to allow additional comments. There is no violation to the Brown Act.

## **CLOSED SESSION**

At 7:56 a.m. Assistant City Attorney Tapia recessed to closed session.

1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE  
Government Code Section 54957 - One matter
2. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957(b)(1) -  
Title: Director of Finance
3. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION  
Pursuant to Government Code Section 54956.9(a) – One matter

Farshideh Nasseri v. City of Huntington Park, et al.  
LASC Case No. BC603515

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

City of Huntington Park v. Kevin Hunt; Central Basin Municipal Water District,  
et.al.  
LASC Case No. BS169612

At 9:09 p.m. Mayor Sanabria reconvened to open session with all Council Members present.

## **CLOSED SESSION ANNOUNCEMENT**

Assistant City Attorney Tapia announced closed session items were discussed with all five members of the Council present, for Item 1) Council voted 5-0 to adopt the Civil Service Commission's recommendations. Items 2-4) direction was given, no action taken, nothing to report.

## **CONSENT CALENDAR**

**Motion:** Council Member Macias motioned to approve consent calendar, seconded by Council Member Avila. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

## **OFFICE OF THE CITY CLERK**

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

- 1-1 Regular City Council Meeting held July 18, 2017; and
- 1-2 Special City Council Meeting held July 21, 2017.

## FINANCE

2. Approved Accounts Payable and Payroll Warrants dated August 1, 2017.

## COMMUNITY DEVELOPMENT

3. Approved Public Convenience and Necessity Letter for a Proposed Grocery Store (Smart & Final Stores, LLC) with Off-Sale of General Alcohol to allow an additional alcohol license (Type 21) within the census tract where the subject property is located, 3111 Florence Avenue, Huntington Park, California.

## END OF CONSENT CALENDAR

## REGULAR AGENDA

### CITY MANAGER/PUBLIC WORKS

4. **Consideration and Approval of Purchase and Installation of Six (6) Bicycle Racks Throughout Various City Parks in the City of Huntington Park**

City Manager Edgar Cisneros presented the item.

**Motion:** Mayor Sanabria motioned to approve purchase and installation of six (6) Bicycle Racks, specifically at Salt Lake Park, Chelsea Park and Freedom Park, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

#### ROLL CALL:

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

### CITY MANAGER/OFFICE OF THE CITY CLERK

5. **Ordinance Moving the Date of the City's General Municipal Election, Ordinance Amending the City of Huntington Park's Municipal Code Related to Elections and Resolution Adopting Plans Pertaining to the Future Consolidation of Elections with a Statewide Election No Later Than the November 8, 2022, Statewide Election to Comply with California Senate Bill SB 415 "California Voter Participation Rights Act"**

City Manager Edgar Cisneros presented the item.

**Motion:** Vice Mayor Pineda motioned to waive first reading and introduce Ordinance No. 2017-959, Amending the Huntington Park Municipal Code, Chapter 9, Sections 2-9.01 and 2-9.03(c), moving the Date of the City's General Municipal Election from the First Tuesday After the First Monday in March of Odd Numbered Years to the First Tuesday After the First Monday in March of Even Numbered Years starting March 2020, the Terms of those Persons Elected to City Offices in March 2015, shall run until March 2020 and then increase Terms by three (3) months, terms ending in March 2020 to June 2024. Those persons Elected to City Offices in March 2017, shall run until March 2022 and then increase terms by three (3) months, terms ending in March 2022 to June 2026, waive first reading and introduce Ordinance No. 2017-960, Amending the City of Huntington Park's Municipal Code, Title 2 "Administration," Chapter 9 "Municipal Elections," Section 2-9.01 "Elections" and Section 2-9.03 "Limitation of Terms" to Comply with California Senate Bill SB 415 "California Voter Participation Rights Act", schedule the second reading and adoption of said ordinances on Tuesday, August 15, 2017, and adopt Resolution No. 2017-26, Adopting Plans Pertaining to the Future Consolidation of Elections with a Statewide Election no later than the November 8, 2022, Statewide General Election, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**CITY MANAGER**

**6. Resolution Amending Resolution No. 69-76, Establishing Employer-Employee Relations Procedures**

City Manager Edgar Cisneros presented the item.

**Motion:** Council Member Ortiz motioned to adoption of Resolution No. 2017-27, Amending Resolution No. 69-76, Establishing Employer-Employee Relations Procedures, Rule 1 – Representation Proceedings, (B) Decertification of Established Unit (1), seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**CITY COUNCIL**

**7. Consideration of Appointment for the Position of Assistant City Manager and Authorization of Mayor to Execute the Employment Agreement**

City Manager Edgar Cisneros presented the item and recommended changing the contract regarding the severance term from not less than six (6) months to not less than three (3) months.

**Motion:** Council Member Macias motioned to accept staff's recommendations changing the contract regarding the severance term from not less than six (6) months to not less than three (3) months, approve the appointment of Ricardo Reyes for the position of Assistant City Manager and authorize Mayor to execute the Employment Agreement subject to and conditioned upon the successful completion of a medical evaluation and background check, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**PUBLIC WORKS**

**8. Approve Additional Budget Appropriation for the Middleton Street Elementary Safe Routes to School (SR2S) Project.**

City Manager Edgar Cisneros presented the item and introduced Daniel Hernandez, Director of Public Works who gave a brief overview.

**Motion:** Mayor Sanabria motioned to authorize additional budget appropriation of \$224,425 and authorize the Interim Finance Director to make the required payments to vendors/contractor, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

## FINANCE

9. Continued from the City Council Regular Meeting of July 18, 2017 - Approve Professional Services Agreement (PSA) with LAN WAN Enterprise, Inc. for Voice Over Internet Protocol Telephone Systems Services

City Manager Edgar Cisneros presented the item.

Council Member Macias recommended this service go out to RFP.

**Motion:** Council Member Macias motioned to direct staff to go out to RFP, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

10. **Resolution Fixing the Annual Pension Tax Rate to Pay the City's Pension Obligation Bond Annual Debt Service and a Portion of the Cost of Public Employee's Retirement System for Fiscal Year (FY) 2017-2018**

City Manager Cisneros introduced John Ornelas, Interim Finance Director, who presented the item.

**Motion:** Council Member Macias motioned to adopt Resolution No 2017-28, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year (FY) 2017-2018 and Levying Taxes for said Retirement System to the Fiscal Year Beginning July 1, 2017, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

## PARKS AND RECREATION

11. **Consideration and Approval of Activities in Public Places Permit and Fee Waiver Request by Federacion Veracruzana USA**

City Manager Cisneros introduced Josette Espinosa, Director of Parks and Recreation, who gave a brief overview.

**Motion:** Vice Mayor Pineda motioned to approve Activities in Public Places Permit for Federacion Veracruzana USA, scheduled for August 27, 2017 at Keller Park, Huntington Park, California and approve facility fee waiver request by Federacion Veracruzana USA, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**END OF REGULAR AGENDA**

## PUBLIC HEARING

### **FINANCE**

12. Continued from the City Council Regular Meeting of July 18, 2017 - Resolution Authorizing Collection of Delinquent Rubbish Charges Pursuant to Section 6-2.112 of the City of Huntington Park's Municipal Code (172.54 Refuse Collection Fees)

City Manager Cisneros introduced John Ornelas, Interim Finance Director, who presented the item.

Mayor Sanabria opened the item up for public comment, there being none, closed public comment.

**Motion:** Council Member Macias motioned to adopt Resolution No. 2017-29, authorizing and directing the County Assessor to include delinquent refuse collections fees as a special assessment to be collected at the same time and in the same manner as county taxes (172.54 Refuse Collection Fees), seconded by Vice Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

### DEPARTMENTAL REPORTS (Information only)

### WRITTEN COMMUNICATIONS – None.

### COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, thanked all who participated at the National Night Out Event, thanks to staff and Police Chief Lozano for a successful Bike Safety Program.

Council Member Graciela Ortiz, wished everyone a happy back to school and wished all a good night.

Council Member Karina Macias, thanked staff for all their support, wished all a happy back to school, thanked Sergio Infanzon and Juan Arauz for their support in finalizing the letter to Metro regarding the West Santa Ana Branch, thanked her colleagues for their support and the surrounding cities regarding the Rail to River Project on Randolph as well as the Eco Rapid Transportation Project on Randolph and Pacific, and wished all a good night.

Vice Mayor Jhonny Pineda, nothing to report and wished all a good night.

Mayor Marilyn Sanabria, thanked the Police Department and employees making National Night Out a success, reminded the public of the State of the City Address on Saturday at 10 a.m. Keller Park.

Council Member Avila acknowledged the passing of Mr. Enrique Araujo Murillo the day before and described Mr. Murillo as a person, he noted his participation as a commissioner on the Parks & Recreation and Health & Education Commission, President of San Mathias Church and AARP, member of the Huntington Park Lyons Club, founder of Friends of Huntington Park Library, volunteer at YMCA, Salvation Army, and an active member of the community.

### ADJOURNMENT

At 9:20 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council in memory of Mr. Enrique Murillo, to a Regular Meeting on Tuesday, August 15, 2017, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

DRAFT

## MINUTES

### Regular Meeting of the City of Huntington Park City Council Tuesday, August 15, 2017

Sergeant at Arms read the Rules of Decorum before the start of the meeting.

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, August 15, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

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

CITY OFFICIALS/STAFF: Edgar Cisneros, City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; John Ornelas, Interim Finance Director; Sergio Infanzon, Director of Community Development; Manuel Acosta, Economic Development Manager and Donna G. Schwartz, City Clerk. ABSENT: Martha Castillo, Director of Human Resources and Daniel Hernandez, Director of Public Works.

### INVOCATION

Invocation was led by Mayor Sanabria.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Maria Angulo, Gage Middle School.

### PRESENTATIONS

Council presented a "Certificate of Appreciation" to Maria Angulo for leading the Pledge of Allegiance.

Dilia Ortega Southeast LA Community Organizer and Bahram Fazeli Director of Research & Policy presented a PowerPoint presentation on Charging Stations.

Council presented a proclamation to Dr. Jose L. Perez, Chief Medical Officer, South Central Family Health Center (SCFHC), proclaiming August 13-19, 2017, as "National Health Center Week 2017."

### PUBLIC COMMENT

1. Elsa Aldeguer, commented on an incident that occurred after the last meeting where she got injured, ask to respect law and order, police and our president.
2. Rodolfo Cruz, commented on an incident that occurred after the last meeting, sad to see people behave badly towards people with political differences, asked why he was asked to leave the chambers while police were asking people to clear the room during a disturbance, would like better programs and services, feels he is always polite and wishes no harm on anyone.
3. Jesika Aguilar, spoke in support of Roocket Fitness Center, hopes they stay and asked for Council's support.
4. Jorge Duarte, asked for help to get his business license, sees hatred around and with working out everything disappears, it changes lives, you meet people, stated he hasn't heard anything from the city yet, wants to be part of change even if it's a special permit he needs he's ok with that.
- 5-10. Ricardo Santizo, Samantha Hernandez, Amanda Shirrmacher, Allie Santizo, Lucy Casillas, and Elizabeth Medina, all spoke in support of Roocket Fitness.
11. Carlos Blandino, expressed concern with situations happening in the city with regard to discrimination, harassment to himself and his family because of the color of their skin, family feels intimidated, people in the city feel the same way, asked

people to not stereotype them, hopes for a better change and doesn't want this for not only his kids but for future kids.

12. Betty Retama, stated their group is multi-racial, not racist, Francisco Rivera was brutally beaten, they are not against anyone, it's not the race it's how they behave and what they say.
13. Arthur Schaper, mentioned on August 12<sup>th</sup> Francisco was beaten in Huntington Park, spoke in opposition to staff, acknowledged law abiding residents, commented on incidents that occurred by others, spoke in opposition to Council and remarked more jobs for Americans.
14. Francisco Rivera, noted someone approached him and beat him up, doesn't consider himself a sell out or trader to his country, born in Jalisco, supports the law both in the US and in Mexico and a patriot of both countries.
15. Greg Susca, noted he is not a resident of the city, stated laws effect where he lives, opposed to illegal immigrants, informs Council it is there job to keep the residents safe, commented on ICE, believes exercising is good that it is a positive impact and supports the fitness center.
16. Von Beck, commented on Francisco getting beat up and spoke in opposition to Council.
17. DeAnn D'Lean, commented on the last meeting, and gave her definition on the word homo sapiens vs. homo sapiens.

At 7:05 p.m. Vice Mayor Pineda excused himself from the chambers.

18. Raul Rodriguez Jr., commented on the incident that occurred with Francisco Rivera, states its Chief of Police's responsibility to keep people safe, noted he will file a complaint with the DA regarding comments on social media, and commented on an incident that took place in the parking lot after the last meeting.

At 7:10 p.m. Vice Mayor Pineda reentered the chambers.

19. Robin Hvidston, stated she was in the parking lot when Elsa got injured and took her to a restaurant to put ice, sad kids were manipulated, Raul is calling Child Protective Services, commented on the two "illegal" individuals appointed, and worried about Elsa.

## **STAFF RESPONSE**

City Manager Cisneros responded to comments regarding Roocket Fitness and stated that staff has been working with the owner for two years to get him in compliance and introduced Sergio Infanzon, Director of Community Development who explained the application process and the approval of his plans and stated that he will meet with the owner to go over everything and the city will support in any way they can.

## **CLOSED SESSION**

At 7:15 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Government Code Section 54956.8  
Property Location: 2901-2909 Slauson Avenue, Huntington Park, CA  
APN#s: 6310-016-005 thru 007  
Agency Negotiator: Edgar Cisneros, City Manager and Manuel Acosta, Economic Development Manager  
Negotiating Parties: Owner  
Under Negotiation: Sale
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)

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

City of Huntington Park v. Kevin Hunt; Central Basin Municipal Water District,  
et.al.  
LASC Case No. BS169612

4. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957(b)(1) -  
Title: Director of Finance

At 8:14 p.m. Mayor Sanabria reconvened to open session with all Council Members present.

**CLOSED SESSION ANNOUNCEMENT**

City Attorney Alvarez-Glasman announced closed session items were discussed with all five Council Members present, for Item 1) direction was given to negotiator, no action was taken, nothing to report. Item 2) direction given to Counsel, no action taken, nothing to report. Items 3 and 4) direction given, no action taken, nothing to report.

**CONSENT CALENDAR**

**Motion:** Council Member Macias motioned to approve consent calendar, seconded by Vice Mayor Pineda. No vote to motion due to substitute motion.

**Substitute Motion:** Council Member Ortiz motioned to approve consent calendar with minor change to the warrants correcting a name, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**FINANCE**

1. Approved Accounts Payable and Payroll Warrants dated August 15, 2017.

**COMMUNITY DEVELOPMENT**

2. Approved contract with Sarahang Construction, for an amount of \$6,000 to remediate lead-based paint hazards on a single-family unit located at 3916 Olive Street and authorized City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.
3. Approved contract with De La Torre Construction Services, to perform eligible home improvement work under the City's Lead Based Paint Hazard Program and CDBG Minor Home repair programs on a single-family unit located at 3727 Santa Ana Street. The contract under each program will comprise of the following: a) \$16,000 to remediate lead-based paint hazards and b) \$7,500 to perform exterior paint improvements under the City's CDBG Minor Home Repair Program and authorized City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the contract amount.
4. Approved contract with Sarahang Construction, for an amount of \$7,500 to remediate lead-based paint hazards on a single-family unit located at 6249 Bissell

Street and authorized City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount

## **CITY MANAGER/OFFICE OF THE CITY CLERK**

5. Adopted Ordinance No. 2017-959, Amending the Huntington Park Municipal Code, Chapter 9, Sections 2-9.01 and 2-9.03(c), moving the Date of the City's General Municipal Election from the First Tuesday After the First Monday in March of Odd Numbered Years to the First Tuesday After the First Monday in March of Even Numbered Years starting March 2020, the Terms of those Persons Elected to City Offices in March 2015, shall run until March 2020 and then increase Terms by three (3) months, terms ending in March 2020 to June 2024. Those persons Elected to City Offices in March 2017, shall run until March 2022 and then increase terms by three (3) months, terms ending in March 2022 to June 2026 and adopted Ordinance No. 2017-960, Amending the City of Huntington Park's Municipal Code, Title 2 "Administration," Chapter 9 "Municipal Elections," Section 2-9.01 "Elections" and Section 2-9.03 "Limitation of Terms" to Comply with California Senate Bill SB 415 "California Voter Participation Rights Act";

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

### **CITY COUNCIL**

6 **Appointment of an Oversight Board Member of the Successor Agency for the Community Development Commission of the City of Huntington Park**

City Manager Edgar Cisneros presented the item.

**Motion:** Council Member Ortiz motioned to keep Vice Mayor Pineda as the member on the Oversight Board, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

Vice Mayor Pineda noted he was uncertain if time would allow him to remain as the member in the future but accepted to continue.

### **POLICE**

7. **Approve Request to Purchase a Police Narcotics Detection Canine, Associated Narcotics Detection Training Course, and First Year of Monthly Training and On-Site Training Re-Certification**

City Manager Cisneros introduced Cosme Lozano, Chief of Police, who presented the item.

**Motion:** Council Member Macias motioned to authorize requisition of funds to purchase a Police Narcotics Detection Canine and associated training courses for one (1) year from Adlerhorst International, LLC, authorize requisition of budgeted funds of \$10,000.00 from Forfeiture Fund, Account #229-7010-421.74-10, authorize additional budget appropriation of \$6,370.00 from Forfeiture Fund, Account #229-7010-421-74-10 and authorize Chief of Police to purchase the Police Narcotics Detection Canine and associated training courses, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**8. Approve Request to Purchase Two (2) Police Department Investigative Division Police Vehicles and Supplementary Equipment**

Cosme Lozano, Chief of Police presented the item.

**Motion:** Mayor Sanabria motioned to authorize requisition of funds to purchase and equip two (2) new Police Department Investigative Division police vehicles from CHEVROLET MOTOR COMPANY, specifically Folsom Chevrolet, as well as emergency response equipment from Black & White Emergency Vehicles, and radio equipment from Motorola Solutions, authorize Requisition of budgeted funds of \$50,000.00 from Forfeiture Fund, Account #229-7010-421.74-10, authorize additional budget appropriation of \$48,510.15 from Forfeiture Fund, Account #229-7010-421.74-10 and authorize Chief of Police to purchase the vehicles and associated equipment, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**PUBLIC WORKS**

**9. Authorize Award of Contract to Precision Concrete Cutting for Trip Hazard Removal Survey Services**

Cosme Lozano, Chief of Police presented the item.

**Motion:** Council Member Ortiz motioned to approve award of contract to Precision Concrete Cutting as a sole source provider for trip hazard removal survey services in-lieu of typical City procurement requirements and authorize City Manager or designee to execute the contract, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** – None.

**COUNCIL COMMUNICATIONS**

Council Member Manuel “Manny” Avila, thanked staff and his colleagues for all their support and participation in attending the services for Mr. Murillo.

Council Member Graciela Ortiz, wished all a good night.

Council Member Karina Macias, thanked staff for all their support and congratulated the Mayor for a wonderful State of the City event on Saturday and thanked all those who attended.

Vice Mayor Jhonny Pineda, would like to have another retreat to prioritize city business.

Mayor Marilyn Sanabria, thanked staff, her colleagues and everyone who attended the State of the City on Saturday, and wished happy 1<sup>st</sup> day of school to everyone.

**ADJOURNMENT**

At 8:33 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, September 5, 2017, at 6:00 P.M

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

DRAFT

## City of Huntington Park

### List of Funds

Fund	Description	Fund	Description
111	General Fund	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 Imm	245	EPA Brownfield
150	Emergency Preparedness	246	LBPHCP-Lead Base
151	Economic Development	247	Neighborhood Stabilzation
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

9-5-2017

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
1-800-TIMECLOCKS INC	43237	111-0110-411.74-10	Equipment	779.71
	43299	111-0110-411.74-10	Equipment	779.71
				<b>\$1,559.42</b>
3E GROUP INC.	0507258	221-8014-429.74-10	Equipment	1,470.00
	0507258	285-8050-432.61-20	Dept Supplies & Expense	1,650.00
				<b>\$3,120.00</b>
3M	SS78259	221-8012-429.61-20	Dept Supplies & Expense	605.25
	SS78260	221-8012-429.61-20	Dept Supplies & Expense	904.59
				<b>\$1,509.84</b>
AAA ELECTRICAL SUPPLY INC	303111-00	111-8023-451.43-10	Buildings - O S & M	144.09
	303185-00	535-8016-431.61-45	Street Lighting Supplies	177.22
	303183-00	535-8090-452.61-20	Dept Supplies & Expense	157.77
				<b>\$479.08</b>
AARON CRUZ	64602/64716	111-6060-466.33-20	Contractual Srv Class	237.60
	64624/64762	111-6060-466.33-20	Contractual Srv Class	184.80
	64696/64717	111-6060-466.33-20	Contractual Srv Class	52.80
	64717/64717	111-6060-466.33-20	Contractual Srv Class	26.40
				<b>\$501.60</b>
ADMIN SURE	10316	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40
				<b>\$7,080.40</b>
ADOLFO PACHECO	64556/65036	111-6060-466.33-20	Contractual Srv Class	352.00
				<b>\$352.00</b>
ADT SECURITY	627535824	111-8023-451.56-41	Contractual Srv - Other	202.86
	630102767	111-8023-451.56-41	Contractual Srv - Other	164.55
				<b>\$367.41</b>
AFSCME COUNCIL 36	PPE 8/13/2017	802-0000-217.60-10	Association Dues	727.32
				<b>\$727.32</b>
ALAN'S LAWN AND GARDEN CENTER, INC.	736081	535-8090-452.61-20	Dept Supplies & Expense	1,999.98
				<b>\$1,999.98</b>
ALVAREZ-GLASMAN & COLVIN	2016-09-15529	745-9031-413.32-70	Contractual Srv Legal	30.00
	2017-01-15841	745-9031-413.32-70	Contractual Srv Legal	90.00
				<b>\$120.00</b>
AMERICAN CELEBRATIONS	404110	111-7010-421.61-20	Dept Supplies & Expense	1,559.38
				<b>\$1,559.38</b>
AMERICAN EXPRESS	113447904	111-0110-411.58-23	Graciela Ortiz	-903.52
	0001043620	111-0110-411.61-20	Dept Supplies & Expense	33.76
	10383934	111-0110-411.61-20	Dept Supplies & Expense	175.71
	10443319	111-0110-411.61-20	Dept Supplies & Expense	32.75
	10634465	111-0110-411.61-20	Dept Supplies & Expense	-7.44
	PNCC0203Y2Z	111-0110-411.61-20	Dept Supplies & Expense	-107.66
	Q4BAYR4ZJZO	111-0110-411.61-20	Dept Supplies & Expense	5.89
	YFJASDEOBBK	111-0110-411.61-20	Dept Supplies & Expense	76.46

CITY OF HUNTINGTON PARK  
DEMAND REGISTER

9-5-2017

AMERICAN EXPRESS	73011007200	111-0110-411.66-05	Council Meeting Expenses	147.48
	85175307187	111-0110-411.66-05	Council Meeting Expenses	110.26
	IZYPV5	111-0110-411.66-05	Council Meeting Expenses	134.99
	707483085	111-0123-413.59-15	Professional Development	4.55
	73011007190	111-0123-413.59-15	Professional Development	10.00
	898318	111-0123-413.59-15	Professional Development	36.70
	00259140	111-0210-413.56-41	Contractual Srvc - Other	28.79
	23340015	111-0230-413.61-20	Dept Supplies & Expense	105.00
	IYU5TR	111-0230-413.61-20	Dept Supplies & Expense	134.99
	00010012055	111-6020-451.61-35	Recreation Supplies	185.09
	00470300032	111-6020-451.61-35	Recreation Supplies	185.89
	06300100205	111-6020-451.61-35	Recreation Supplies	779.68
	07/11	111-6020-451.61-35	Recreation Supplies	-37.95
	854349171859800	111-6020-451.61-35	Recreation Supplies	73.73
	38389347	111-7010-421.59-15	Professional Development	627.88
	38390170	111-7010-421.59-15	Professional Development	627.88
	38390375	111-7010-421.59-15	Professional Development	627.88
	38390916	111-7010-421.59-15	Professional Development	627.88
	000200485004	111-7010-421.61-20	Dept Supplies & Expense	37.37
	005108163	111-7010-421.61-20	Dept Supplies & Expense	87.79
	02195825	111-7010-421.61-20	Dept Supplies & Expense	777.37
	31099537200	111-7010-421.61-20	Dept Supplies & Expense	55.18
	630000208	111-7010-421.61-20	Dept Supplies & Expense	122.34
	67EB99FA8	111-7010-421.61-20	Dept Supplies & Expense	593.00
	IYFBQL	111-7010-421.61-20	Dept Supplies & Expense	94.06
	IYTYXG	111-7010-421.61-20	Dept Supplies & Expense	31.54
	OPSNT_B3TF7	111-7010-421.61-20	Dept Supplies & Expense	462.40
	OPSNT_BOSSF	111-7010-421.61-20	Dept Supplies & Expense	532.00
	00055104	111-7030-421.61-20	Dept Supplies & Expense	122.83
	00092316	111-7030-421.61-20	Dept Supplies & Expense	43.63
	00098815	111-7030-421.61-20	Dept Supplies & Expense	100.00
	00210408	111-7030-421.61-20	Dept Supplies & Expense	161.85
	00306323	111-7030-421.61-20	Dept Supplies & Expense	28.00
	999999972023002	111-7030-421.61-20	Dept Supplies & Expense	52.92
	999999972083002	111-7030-421.61-20	Dept Supplies & Expense	29.62
	PE98D1C24	111-8020-431.59-15	Professional Development	350.00
	WOOO186121	225-7120-421.74-10	Equipment	1,875.11
	06235215	246-5098-463.59-15	Professional Development	450.00
				<b>\$9,723.68</b>
AMERICAN FAMILY LIFE ASSURANCE	PPE 8/13/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				<b>\$106.58</b>

CITY OF HUNTINGTON PARK  
DEMAND REGISTER

9-5-2017

AMTECH ELEVATOR SERVICES	DVL04010617	111-8022-419.56-41	Contractual Srv - Other	693.27
				<b>\$693.27</b>
ANGELA CORNEJO	985065474483574	111-0110-411.43-05	Office Equip - O S & M	22.03
	985065474483574	111-0110-411.66-05	Council Meeting Expenses	55.46
				<b>\$77.49</b>
APPLIANCE PARTS SPECIALIST	7-12-17	111-8023-451.43-10	Buildings - O S & M	750.00
				<b>\$750.00</b>
ARAMARK UNIFORM & CAREER APPAREL	532633742	741-8060-431.61-20	Dept Supplies & Expense	100.00
	532650685	741-8060-431.61-20	Dept Supplies & Expense	113.72
	532667654	741-8060-431.61-20	Dept Supplies & Expense	168.21
				<b>\$381.93</b>
ARROYO BACKGROUND INVESTIGATIONS	1343	111-7010-421.56-41	Contractual Srv - Other	800.00
	1345	111-7010-421.56-41	Contractual Srv - Other	800.00
	1354	111-7010-421.56-41	Contractual Srv - Other	1,600.00
				<b>\$3,200.00</b>
AT&T MOBILITY	X08142017	111-7010-421.53-10	Telephone & Wireless	4,033.39
	X07142017	239-5055-419.53-10	Telephone & Wireless	289.18
				<b>\$4,322.57</b>
AT&T PAYMENT CENTER	7/28/2017	111-7010-421.53-10	Telephone & Wireless	455.55
				<b>\$455.55</b>
AY NURSERY INC.	97051	535-8090-452.61-20	Dept Supplies & Expense	128.33
				<b>\$128.33</b>
BARR & CLARK INC	43583	246-5098-463.56-41	Contractual Srv - Other	282.00
				<b>\$282.00</b>
BATTERY SYSTEMS INC	4059101	741-8060-431.43-20	Fleet Maintenance	279.00
	4095813	741-8060-431.43-20	Fleet Maintenance	368.00
				<b>\$647.00</b>
BENEFIT ADMINISTRATION CORPORATION	6027328-IN	111-0230-413.56-41	Contractual Srv - Other	80.00
				<b>\$80.00</b>
BENNETT LANDSCAPE	162158	231-8010-415.56-41	Contractual Srv - Other	2,583.33
	162815	231-8010-415.56-41	Contractual Srv - Other	2,583.33
	162158	535-8090-452.56-60	Contract Landscape Labor	18,083.34
	162815	535-8090-452.56-60	Contract Landscape Labor	18,083.34
	162604	535-8090-452.61-20	Dept Supplies & Expense	225.00
				<b>\$41,558.34</b>
BIG DISCOUNT	12213-10094	681-0000-228.70-00	Deposit Refund	6.92
				<b>\$6.92</b>
BLUE STAR DOOR REPAIR INC	3081	111-9010-419.74-10	Equipment	4,990.13
				<b>\$4,990.13</b>
BOCANEGRA, LUIS FERNANDO	22687-7048	681-0000-228.70-00	Deposit Refund	57.53
				<b>\$57.53</b>

## CITY OF HUNTINGTON PARK

## DEMAND REGISTER

9-5-2017

BRIZUELA'S IRON WORK	0688	111-8022-419.43-10	Buildings - O S & M	370.70
	0688	111-8024-421.43-10	Buildings - O S & M	130.80
	0688	535-8090-452.61-20	Dept Supplies & Expense	1,220.70
				<b>\$1,722.20</b>
BUENA PARK HONDA	411900	741-8060-431.43-20	Fleet Maintenance	169.10
				<b>\$169.10</b>
CACEO	300003879	111-5055-419.61-20	Dept Supplies & Expense	51.00
	300004089	111-5055-419.61-20	Dept Supplies & Expense	51.00
	300003879	239-5055-419.61-20	Dept Supplies & Expense	34.00
	300004089	239-5055-419.61-20	Dept Supplies & Expense	34.00
				<b>\$170.00</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	100000015022479	111-0110-411.23-50	Unfunded PERS Contr-Misc	2,104.88
	100000015022479	111-0210-413.23-50	Unfunded PERS Contr-Misc	2,704.94
	100000015022487	111-0210-413.23-50	Unfunded PERS Contr-Misc	6.10
	100000015022479	111-0230-413.23-50	Unfunded PERS Contr-Misc	1,891.91
	100000015022479	111-1010-411.23-50	Unfunded PERS Contr-Misc	1,885.17
	100000015022479	111-3010-415.23-50	Unfunded PERS Contr-Misc	9,488.42
	100000015022479	111-5010-419.23-50	Unfunded PERS Contr-Misc	9,052.87
	100000015022487	111-5010-419.23-50	Unfunded PERS Contr-Misc	3.35
	100000015022479	111-6010-451.23-50	Unfunded PERS Contr-Misc	4,341.15
	100000015022479	111-7010-421.23-50	Unfunded PERS Contr-Misc	19,002.48
	100000015022472	111-7010-421.24-50	Unfunded PERS Contr-Sworn	129,996.47
	100000015022479	111-8010-431.23-50	Unfunded PERS Contr-Misc	14,816.68
	PPE 7/30/2017	802-0000-217.30-10	PERS	34,087.21
	PPE 7/30/2017	802-0000-218.10-10	PERS Employer	58,135.57
				<b>\$287,517.20</b>
CALIFORNIA ASSOCIATION	8780-41520	111-7010-421.59-20	Professional Develop Post	90.00
				<b>\$90.00</b>
CARL WARREN & CO.	1815469	745-9031-413.33-70	Contractual Srv 3rd Party	750.00
				<b>\$750.00</b>
CCAP AUTO LEASE LTD	08/15/2017	226-9010-419.74-20	Vehicle Leases	234.03
	7/15/2017	226-9010-419.74-20	Vehicle Leases	255.59
				<b>\$489.62</b>
CENTRAL BASIN MWD	HP-JUL17	681-8030-461.41-00	Water Purchase/Resource	16,226.73
	HP-JUN17	681-8030-461.41-00	Water Purchase/Resource	11,446.40
				<b>\$27,673.13</b>
CENTRAL FORD	300405	741-8060-431.43-20	Fleet Maintenance	511.33
	300809	741-8060-431.43-20	Fleet Maintenance	77.71
	300810	741-8060-431.43-20	Fleet Maintenance	85.12
	300880	741-8060-431.43-20	Fleet Maintenance	98.86
	301005	741-8060-431.43-20	Fleet Maintenance	14.75
	301007	741-8060-431.43-20	Fleet Maintenance	-32.93
				<b>\$754.84</b>

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CHAMPION CJD	492627	741-8060-431.43-20	Fleet Maintenance	157.69
				<b>\$157.69</b>
CHARTER COMMUNICATIONS	0467069072717	111-7010-421.53-10	Telephone & Wireless	1,250.00
	0019175072217	111-9010-419.53-10	Telephone & Wireless	22.22
				<b>\$1,272.22</b>
CINTAS CORPORATION	5008559320	111-7010-421.61-20	Dept Supplies & Expense	665.54
				<b>\$665.54</b>
CINTIA VALENCIA	64746/64746	111-6060-466.33-20	Contractual Srv Class	92.80
				<b>\$92.80</b>
CITY CLERKS ASSOCIATION OF CA	2387	111-1010-411.59-15	Professional Development	40.00
	2423	111-1010-411.59-15	Professional Development	40.00
	2424	111-1010-411.59-15	Professional Development	175.00
				<b>\$255.00</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 8/13/2017	802-0000-217.30-30	Med Reimb 125	380.84
				<b>\$380.84</b>
CITY OF HUNTINGTON PARK GEA	PPE 8/13/2017	802-0000-217.60-10	Association Dues	140.05
				<b>\$140.05</b>
CLINICAL LAB OF SAN BERNARDINO, INC	957940	681-8030-461.56-41	Contractual Srv - Other	398.50
				<b>\$398.50</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 8/13/2017	802-0000-217.50-40	Life-Cancer Insurance	1,051.59
				<b>\$1,051.59</b>
COMMERCIAL TIRE COMPANY	1-140445	741-8060-431.43-20	Fleet Maintenance	178.78
				<b>\$178.78</b>
COSME LOZANO	8/17/2017	229-7010-421.56-12	Police Investigation	8,964.00
				<b>\$8,964.00</b>
DANIEL HERNANDEZ	ZZESAIN9356	111-8020-431.61-20	Dept Supplies & Expense	54.51
				<b>\$54.51</b>
DAPEER, ROSENBLIT & LITVAK	13364	111-5055-419.32-50	Contractual Srv - Prosecu	49.40
	13365	111-5055-419.32-50	Contractual Srv - Prosecu	90.00
	13366	111-5055-419.32-50	Contractual Srv - Prosecu	45.00
	13367	111-5055-419.32-50	Contractual Srv - Prosecu	135.00
	13463	111-5055-419.32-50	Contractual Srv - Prosecu	914.24
	13465	111-5055-419.32-50	Contractual Srv - Prosecu	47.87
	13467	111-5055-419.32-50	Contractual Srv - Prosecu	46.40
	13468	111-5055-419.32-50	Contractual Srv - Prosecu	49.80
	13469	111-5055-419.32-50	Contractual Srv - Prosecu	47.29
	13470	111-5055-419.32-50	Contractual Srv - Prosecu	47.87
	13466	111-8030-461.56-42	Storm Water WMP	210.00
	13364	239-5055-419.32-50	Contractual Srv - Prosecu	74.10
	13365	239-5055-419.32-50	Contractual Srv - Prosecu	135.00
	13366	239-5055-419.32-50	Contractual Srv - Prosecu	67.50
	13367	239-5055-419.32-50	Contractual Srv - Prosecu	202.50

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DAPEER, ROSENBLIT & LITVAK	13463	239-5055-419.32-50	Contractual Srv - Prosecu	1,371.36
	13465	239-5055-419.32-50	Contractual Srv - Prosecu	71.81
	13467	239-5055-419.32-50	Contractual Srv - Prosecu	69.60
	13468	239-5055-419.32-50	Contractual Srv - Prosecu	74.71
	13469	239-5055-419.32-50	Contractual Srv - Prosecu	70.93
	13470	239-5055-419.32-50	Contractual Srv - Prosecu	71.81
				<b>\$3,892.19</b>
DAPPER TIRE CO.	44653521	219-0250-431.43-21	Metro Transit O S & M	837.87
	44679529	741-8060-431.43-20	Fleet Maintenance	627.15
				<b>\$1,465.02</b>
DATA TICKET INC.	81011	111-5055-419.56-41	Contractual Srv - Other	14.27
	81013	111-7065-441.56-41	Contractual Srv - Other	107.67
	81011	239-5055-419.56-41	Contractual Srv - Other	21.40
				<b>\$143.34</b>
DATAPROSE, INC.	DP1702212	246-5098-463.61-20	Dept Supplies & Expense	89.13
	DP1702212	681-3022-415.53-20	Postage	939.34
	DP1702212	681-3022-415.56-41	Contractual Srv - Other	1,335.32
	DP1702212	681-8030-461.54-00	Advertising & Publication	89.13
				<b>\$2,452.92</b>
DEPARTMENT OF JUSTICE	247260	111-7030-421.56-41	Contractual Srv - Other	209.00
				<b>\$209.00</b>
DIAMOND ENVIRONMENTAL SERVICES	0001110378	111-6020-451.56-41	Contractual Srv - Other	736.00
				<b>\$736.00</b>
DUNCAN PRINTING CO	2031	111-1010-411.61-20	Dept Supplies & Expense	87.40
				<b>\$87.40</b>
EDUARDO ROBLES	64093/64987	111-0000-347.50-00	Deposit Refund	30.00
				<b>\$30.00</b>
EDWARD MEDINA	8/22/2017	111-6030-451.33-90	Referee Services	96.00
				<b>\$96.00</b>
EFRAIN VEGA	64924/65067	111-0000-347.70-05	Passes	45.00
				<b>\$45.00</b>
ENTERPRISE FM TRUST	FBN3300748	226-9010-419.74-20	Vehicle Leases	1,743.73
	FBN3300748	229-7010-421.74-10	Equipment	126.27
				<b>\$1,870.00</b>
ENVIRONMENTAL SERVICES COMPANY	2017-120	741-8060-431.43-20	Fleet Maintenance	3,198.00
	2017-126	741-8060-431.43-20	Fleet Maintenance	4,500.00
				<b>\$7,698.00</b>
ESMERALDA DE ALBA	8/17/2017	246-5098-463.56-41	Contractual Srv - Other	448.00
				<b>\$448.00</b>
ESTELA RAMIREZ	64943/65076	111-6060-466.33-20	Contractual Srv Class	145.60
				<b>\$145.60</b>

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EXPERT ROOTER	93961	535-8090-452.61-20	Dept Supplies & Expense	264.00
	94635	535-8090-452.61-20	Dept Supplies & Expense	132.00
				<b>\$396.00</b>
F&A FEDERAL CREDIT UNION	PPE 8/13/2017	802-0000-217.60-40	Credit Union	12,240.00
				<b>\$12,240.00</b>
FEDEX	5-902-35509	111-7010-421.61-20	Dept Supplies & Expense	20.93
	5-837-45733	741-8060-431.43-20	Fleet Maintenance	16.14
				<b>\$37.07</b>
FIRST CHOICE SERVICES	944500	111-0240-466.61-20	Dept Supplies & Expense	64.46
	575461	111-9010-419.61-20	Dept Supplies & Expense	235.76
	944500	111-9010-419.61-20	Dept Supplies & Expense	103.44
				<b>\$403.66</b>
FODDRILL CONSTRUCTION CORPORATION	FC-6439	221-8014-429.74-10	Equipment	4,700.00
				<b>\$4,700.00</b>
GARDA CL WEST, INC.	20240947	111-9010-419.33-10	Bank Services	72.46
	20242805	111-9010-419.33-10	Bank Services	176.37
				<b>\$248.83</b>
GARY M. ROGERS	8/22/2017	111-6030-451.33-90	Referee Services	60.00
				<b>\$60.00</b>
GATEWAY CITIES COUNCIL OF	6/24/2016	111-4010-431.59-15	Professional Development	25,000.00
	6/14/2017	219-0250-431.59-15	Professional Development	25,000.00
				<b>\$50,000.00</b>
GOLDEN METERS SERVICE INC	959	535-8090-452.61-20	Dept Supplies & Expense	1,610.21
				<b>\$1,610.21</b>
GONZALEZ, MARIO	22599-14536	681-0000-228.70-00	Deposit Refund	60.72
				<b>\$60.72</b>
GORM INC	249403	535-8090-452.61-20	Dept Supplies & Expense	911.99
				<b>\$911.99</b>
GOVERNMENT FINANCE OFFICERS ASSN.	0152005	111-3010-415.59-15	Professional Development	745.00
				<b>\$745.00</b>
GRAFFITI PROTECTIVE COATINGS INC.	1005-0416	111-8095-431.56-75	Contract Graffiti Removal	25,187.76
	1005-0717	111-8095-431.56-75	Contract Graffiti Removal	31,050.00
	2205-0416	111-8095-431.56-75	Contract Graffiti Removal	6,175.00
	1005-0717	239-8095-431.56-75	Contract Graffiti Removal	1,200.00
				<b>\$63,612.76</b>
GUARDARRAMA JOSE & NANCY	0004952	111-0000-228.70-00	Deposit Refund	28.00
				<b>\$28.00</b>
GWMA	LAR UR2 2017-05	111-8030-461.56-42	Storm Water WMP	40,747.33
				<b>\$40,747.33</b>
HINDERLITER DE LLAMAS AND ASSOC	0027586-IN	111-9010-419.56-41	Contractual Srvc - Other	1,973.16
				<b>\$1,973.16</b>

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HOME DEPOT - PD	5583613	111-7010-421.61-20	Dept Supplies & Expense	2.58
	9094160	111-7010-421.61-20	Dept Supplies & Expense	99.59
	9560224	111-7010-421.61-20	Dept Supplies & Expense	23.28
				<b>\$125.45</b>
HOME DEPOT - PUBLIC WORKS	1261031	111-8020-431.43-10	Buildings - O S & M	517.71
	5250002	111-8022-419.43-10	Buildings - O S & M	94.18
	5261071	111-8022-419.43-10	Buildings - O S & M	28.03
	3261002	221-8010-431.61-20	Dept Supplies & Expense	285.35
	7261049	221-8010-431.61-20	Dept Supplies & Expense	37.75
	2261005	535-8090-452.61-20	Dept Supplies & Expense	159.76
				<b>\$1,122.78</b>
HUNTINGTON PARK COLLISION CENTER	40252	741-8060-431.43-20	Fleet Maintenance	100.00
	40254	741-8060-431.43-20	Fleet Maintenance	100.00
				<b>\$200.00</b>
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 8/13/2017	802-0000-217.60-10	Association Dues	150.00
				<b>\$150.00</b>
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 8/13/2017	802-0000-217.60-10	Association Dues	4,700.96
				<b>\$4,700.96</b>
HUNTINGTON PARK RUBBER STAMP CO.	RGC002964	111-7040-421.61-31	Dept Supplies Records	125.26
	RGC002466	111-9010-419.61-20	Dept Supplies & Expense	143.98
				<b>\$269.24</b>
ICSC	226562	111-5030-465.54-00	Advertising & Publication	1,200.00
				<b>\$1,200.00</b>
IN AND OUT SMOG CHECK	0021114	111-0000-321.10-00	Business License Refund	100.00
				<b>\$100.00</b>
INCREMENTO, INC	21447-10802	681-0000-228.70-00	Deposit Refund	200.00
				<b>\$200.00</b>
INT'L INSTITUTE OF MUNICIPAL CLERKS	8/23/2017	111-1010-411.59-15	Professional Development	100.00
				<b>\$100.00</b>
INTER VALLEY POOL SUPPLY, INC	97655	681-8030-461.41-00	Water Purchase/Resource	142.08
	98290	681-8030-461.41-00	Water Purchase/Resource	223.98
	98291	681-8030-461.41-00	Water Purchase/Resource	167.15
	98292	681-8030-461.41-00	Water Purchase/Resource	182.20
	98293	681-8030-461.41-00	Water Purchase/Resource	150.44
	98597	681-8030-461.41-00	Water Purchase/Resource	108.65
	98598	681-8030-461.41-00	Water Purchase/Resource	170.50
	98599	681-8030-461.41-00	Water Purchase/Resource	138.74
	98600	681-8030-461.41-00	Water Purchase/Resource	267.44
	98889	681-8030-461.41-00	Water Purchase/Resource	275.80
	98890	681-8030-461.41-00	Water Purchase/Resource	200.58
	98891	681-8030-461.41-00	Water Purchase/Resource	108.65
	98892	681-8030-461.41-00	Water Purchase/Resource	142.08
				<b>\$2,278.29</b>

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JCL TRAFFIC	90705	111-8010-431.74-10	Equipment	1,081.95
	90707	111-8010-431.74-10	Equipment	488.42
				<b>\$1,570.37</b>
JDS TANK TESTING & REPAIR INC	10098	741-8060-431.43-20	Fleet Maintenance	895.00
				<b>\$895.00</b>
JEFF WIGHTMAN	8/22/2017	111-6030-451.33-90	Referee Services	96.00
				<b>\$96.00</b>
JESSE CABRERA	8/22/2017	111-6030-451.33-90	Referee Services	288.00
				<b>\$288.00</b>
JK CONSTRUCTION	1228	239-5070-463.56-52	Contract Home Repairs	5,082.50
				<b>\$5,082.50</b>
JOEL GORDILLO	08/08/2017	111-1010-411.56-41	Contractual Srv - Other	1,650.00
				<b>\$1,650.00</b>
JUAN ARAUZ	7XNV7LHT7K2	111-5010-419.59-15	Professional Development	800.00
				<b>\$800.00</b>
JUAN GRAVES	8/22/2017	111-6030-451.33-90	Referee Services	120.00
				<b>\$120.00</b>
KAREN K. TRUONG	114-6236341-316	111-7040-421.61-31	Dept Supplies Records	25.22
				<b>\$25.22</b>
LA COUNTY SHERIFF'S DEPT	180139LA	111-7022-421.56-41	Contractual Srv - Other	933.48
				<b>\$933.48</b>
LAC+USC MEDICAL CENTER	70009	111-7030-421.56-16	Victims' Medical Services	1,460.00
				<b>\$1,460.00</b>
LACMTA	100918	219-0250-431.58-50	Bus Passes	4,400.00
				<b>\$4,400.00</b>
LAN WAN ENTERPRISE, INC	58993	111-5010-419.74-10	Equipment	2,133.76
	58687	111-7010-421.56-41	Contractual Srv - Other	1,989.69
	58829	111-7010-421.56-41	Contractual Srv - Other	589.09
	57927	111-8010-431.74-10	Equipment	835.30
	58343	111-8010-431.74-10	Equipment	4,112.71
	58662	111-8020-431.61-20	Dept Supplies & Expense	117.73
	58845	111-9010-419.43-15	Financial Systems	23,500.00
	58760	229-7010-421.74-10	Equipment	1,815.09
	58957	229-7010-421.74-10	Equipment	379.00
	58994	229-7010-421.74-10	Equipment	886.16
	58121	285-8050-432.43-05	Office Equip - O S & M	282.85
				<b>\$36,641.38</b>
LB JOHNSON HARDWARE CO #1	691146	111-8020-431.43-10	Buildings - O S & M	46.15
	690855	111-8023-451.43-10	Buildings - O S & M	70.98
	690327	535-8090-452.61-20	Dept Supplies & Expense	62.78
	690472	535-8090-452.61-20	Dept Supplies & Expense	80.11
	690618	535-8090-452.61-20	Dept Supplies & Expense	149.22
	690689	535-8090-452.61-20	Dept Supplies & Expense	126.68

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LB JOHNSON HARDWARE CO #1	690933	535-8090-452.61-20	Dept Supplies & Expense	13.08
	690981	535-8090-452.61-20	Dept Supplies & Expense	42.59
	691009	535-8090-452.61-20	Dept Supplies & Expense	112.47
				<b>\$704.06</b>
LEGAL SHIELD	08/15/2017	802-0000-217.60-50	Legal Shield Plan	132.50
				<b>\$132.50</b>
LEXIPOL LLC	16836	111-7010-421.56-41	Contractual Srv - Other	10,148.00
				<b>\$10,148.00</b>
LGP EQUIPMENT RENTALS INC	100119	111-8010-431.74-10	Equipment	4,893.75
	100269	111-8010-431.74-10	Equipment	897.19
	101574	221-8010-431.61-20	Dept Supplies & Expense	372.82
	101588	221-8010-431.61-20	Dept Supplies & Expense	585.85
				<b>\$6,749.61</b>
LORRAINE MENDEZ & ASSOCIATES, LLC	0292	239-5040-463.56-41	Contractual Srv - Other	340.00
	0292	239-5060-463.56-41	Contractual Srv - Other	4,265.52
	0292	242-5060-463.56-41	Contractual Srv - Other	2,465.00
				<b>\$7,070.52</b>
LOS ANGELES COUNTY CLERK'S OFFICE	CASE NO1459-CUP	111-5010-419.54-00	Advertising & Publication	75.00
				<b>\$75.00</b>
LUCIA CASTILLO	63924/64883	111-6060-466.33-20	Contractual Srv Class	425.60
	64082/64909	111-6060-466.33-20	Contractual Srv Class	182.40
	64643/64905	111-6060-466.33-20	Contractual Srv Class	304.00
				<b>\$912.00</b>
LUPE ACEVEDO	64478/65099	111-0000-228.20-00	Class Refund	75.00
				<b>\$75.00</b>
MACIAS, CYNTHIA P.	20821-1344	681-0000-228.70-00	Deposit Refund	193.81
				<b>\$193.81</b>
MACKEY INDUSTRIAL REPAIR	4163	535-8090-452.61-20	Dept Supplies & Expense	775.00
				<b>\$775.00</b>
MANUEL MARTIN GONZALEZ	8/2/2017	111-6030-451.33-90	Referee Services	96.00
	8/22/2017	111-6030-451.33-90	Referee Services	96.00
				<b>\$192.00</b>
MANUEL PRIETO	64874/65095	111-6060-466.33-20	Contractual Srv Class	212.80
	64923/64986	111-6060-466.33-20	Contractual Srv Class	273.60
				<b>\$486.40</b>
MARIA MADARIAGA	64574/65147	111-0000-347.50-00	Deposit Refund	70.00
				<b>\$70.00</b>
MARIA PRECIADO	231359	287-8057-432.61-20	Dept Supplies & Expense	98.95
				<b>\$98.95</b>
MARIO LOPEZ	P505604	111-8020-431.43-10	Buildings - O S & M	14.49
				<b>\$14.49</b>
MARTA VICTORIA	8/17/2017	246-5098-463.56-41	Contractual Srv - Other	192.00
				<b>\$192.00</b>

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MATT PAURATIAN	22837-24890	681-0000-228.70-00	Deposit Refund	4,000.00
				<b>\$4,000.00</b>
MCCULLAH FENCE COMPANY	20170702	535-8090-452.61-20	Dept Supplies & Expense	1,980.00
				<b>\$1,980.00</b>
MENDOZA, JAIME	0015079	111-0000-228.70-00	Business License Refund	77.27
				<b>\$77.27</b>
MEREJILDO SANCHEZ	HP050001808	111-0000-351.10-10	Citations	60.00
				<b>\$60.00</b>
MERRIMAC ENERGY GROUP	2172737	741-8060-431.62-30	Metro Transit Fuel & Oil	19,483.24
				<b>\$19,483.24</b>
METRO TRANSIT SERVICES	201707	219-0000-340.30-00	Fixed Route Fares	-5,764.80
	201707	219-0000-362.20-10	Lease Payment	-2,500.00
	201707	219-0000-395.41-15	Fuel Reimbursement	-6,006.30
	201707	219-0000-395.41-16	Maintenance Reimbursement	-9,448.15
	201707	219-0250-431.56-43	Fixed Route Transit	77,358.61
	201707-DAR	219-0250-431.56-45	Dial-A-Ride (All City)	51,500.00
				<b>\$105,139.36</b>
MICON CONSTRUCTION	3	239-6010-451.73-10	Improvements	107,371.83
				<b>\$107,371.83</b>
MIGUEL FUENTES	7/11-7/13/17	111-7010-421.59-20	Professional Develop Post	160.00
				<b>\$160.00</b>
MIGUEL JESUS GUERRERO	2	681-8030-461.56-41	Contractual Srv - Other	6,250.00
				<b>\$6,250.00</b>
MOTOROLA INC	13174854	229-7010-421.74-10	Equipment	17,194.67
	SOCAL10056	741-8060-431.56-41	Contractual Srv - Other	91.00
	SOCAL10087	741-8060-431.56-41	Contractual Srv - Other	91.00
	SOCAL10120	741-8060-431.56-41	Contractual Srv - Other	91.00
				<b>\$17,467.67</b>
MR. HOSE INC.	125029	535-8090-452.61-20	Dept Supplies & Expense	207.58
				<b>\$207.58</b>
NAPA PARTS WHOLESALE	4832-225273	741-8060-431.43-20	Fleet Maintenance	610.65
				<b>\$610.65</b>
NATION WIDE RETIREMENT SOLUTIONS	PPE 8/13/2017	802-0000-217.40-10	Deferred Compensation	16,229.31
				<b>\$16,229.31</b>
NATIONAL NOTARY ASSOCIATION	D70029	111-0210-413.59-15	Professional Development	69.00
				<b>\$69.00</b>
NATIONWIDE ENVIRONMENTAL SERVICES	28592	220-8070-431.56-41	Contractual Srv - Other	16,128.50
	28591	221-8010-431.56-41	Contractual Srv - Other	15,676.85
	28591	222-8010-431.56-41	Contractual Srv - Other	15,000.00
	28591	231-8010-415.56-41	Contractual Srv - Other	7,188.75
				<b>\$53,994.10</b>
NCM AUTOMOTIVE SOLUTIONS LLC	JULY 2017	741-8060-431.43-20	Fleet Maintenance	728.00
				<b>\$728.00</b>

CITY OF HUNTINGTON PARK  
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NERY RIVERA	63217/65134	111-0000-228.20-00	Deposit Refund	2,500.00
				<b>\$2,500.00</b>
NEW CHEF FASHION INC.	876827	111-7022-421.61-24	Patrol Admin Volunteers	54.61
	880550	111-7022-421.61-24	Patrol Admin Volunteers	54.61
				<b>\$109.22</b>
NOVIAS LA ESPANOLA	0020408	111-0000-228.70-00	Business License Refund	10.00
				<b>\$10.00</b>
O'REILLY AUTO PARTS	2959-261754	219-0250-431.43-21	Metro Transit O S & M	22.93
	2959-264356	219-0250-431.43-21	Metro Transit O S & M	139.26
	2959-265576	219-0250-431.43-21	Metro Transit O S & M	131.77
	2959-262608	741-8060-431.43-20	Fleet Maintenance	17.29
	2959-262818	741-8060-431.43-20	Fleet Maintenance	69.17
	2959-264346	741-8060-431.43-20	Fleet Maintenance	24.23
	2959-264567	741-8060-431.43-20	Fleet Maintenance	383.29
	2959-264951	741-8060-431.43-20	Fleet Maintenance	8.31
	2959-265221	741-8060-431.43-20	Fleet Maintenance	27.12
	2959-265403	741-8060-431.43-20	Fleet Maintenance	52.37
	2959-265739	741-8060-431.43-20	Fleet Maintenance	3.59
	2959-267316	741-8060-431.43-20	Fleet Maintenance	251.54
				<b>\$1,130.87</b>
OEM AUTO PAINT SUPPLIES	102273	535-8090-452.61-20	Dept Supplies & Expense	197.34
				<b>\$197.34</b>
OK PRINTING DESIGN & DIGITAL PRINT	529	111-5010-419.61-20	Dept Supplies & Expense	36.35
				<b>\$36.35</b>
OLDTIMERS HOUSING DEVELOPMENT CORP-	4	242-5098-463.73-15	Improvement Affrdble Hsng	5,130.68
				<b>\$5,130.68</b>
ORANGE LINE DEVELOPMENT AUTHORITY	10	220-8010-431.56-41	Contractual Srvc - Other	395.30
	11	220-8010-431.56-41	Contractual Srvc - Other	156.25
	12	220-8010-431.56-41	Contractual Srvc - Other	1,496.69
	13	220-8010-431.56-41	Contractual Srvc - Other	45.00
	7	220-8010-431.56-41	Contractual Srvc - Other	1,663.22
	8	220-8010-431.56-41	Contractual Srvc - Other	425.28
	9	220-8010-431.56-41	Contractual Srvc - Other	1,419.71
				<b>\$5,601.45</b>
ORFILDA URIOSTEGUI MOJICA	8/17/2017	246-5098-463.56-41	Contractual Srvc - Other	640.00
				<b>\$640.00</b>
PACIFIC PARK PROP	14247-10572	681-0000-228.70-00	Deposit Refund	143.67
				<b>\$143.67</b>
PACIFIC PROFESSIONAL INCOME TX	0014280	111-0000-228.70-00	Business License Refund	20.00
				<b>\$20.00</b>
PARAMOUNT ICELAND INC.	64747/64747	111-6060-466.33-20	Contractual Srv Class	42.40
				<b>\$42.40</b>

## CITY OF HUNTINGTON PARK

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PARS	37946	111-9010-419.56-41	Contractual Srvc - Other	349.09
	37994	217-0230-413.56-41	Contractual Srvc - Other	2,185.45
				\$2,534.54
PENSKE CHEVROLET	211921	741-8060-431.43-20	Fleet Maintenance	75.10
				\$75.10
PITNEY BOWES INC.	1004836587	111-7040-421.56-41	Contractual Srvc - Other	511.57
	1004836588	111-7040-421.56-41	Contractual Srvc - Other	25.12
				\$536.69
PRO FORCE LAW ENFORCEMENT	317652	111-7022-421.74-10	Equipment	708.70
	317634	225-7120-421.74-10	Equipment	1,082.61
				\$1,791.31
PROPEL PRINT	5152	288-8058-432.54-00	Advertising & Publication	2,022.75
				\$2,022.75
PRUDENTIAL OVERALL SUPPLY	52032580	111-6010-451.56-41	Contractual Srvc - Other	122.91
	52037433	111-6010-451.56-41	Contractual Srvc - Other	122.91
	52033587	111-7010-421.61-20	Dept Supplies & Expense	20.07
	52038418	111-7010-421.61-20	Dept Supplies & Expense	20.07
	52023527	111-8022-419.43-10	Buildings - O S & M	30.07
	52033588	111-8022-419.43-10	Buildings - O S & M	30.07
				\$346.10
PSYCHOLOGICAL CONSULTING ASSOC, INC	523018	111-7010-421.56-41	Contractual Srvc - Other	1,400.00
				\$1,400.00
PURCHASE POWER	8/14/2017	111-9010-419.53-20	Postage	608.19
				\$608.19
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0505680-IN	535-8090-452.61-20	Dept Supplies & Expense	177.47
				\$177.47
READYREFRESH	07H0034574871	111-7010-421.61-20	Dept Supplies & Expense	207.80
				\$207.80
RENE ROSALES	64777/65098	111-0000-347.20-00	Deposit Refund	60.00
				\$60.00
REUBEN PACHECO	8/22/2017	111-6030-451.33-90	Referee Services	216.00
				\$216.00
RICKS GATE WORKS INC	223841	111-8024-421.43-10	Buildings - O S & M	440.09
				\$440.09
RICOH AMERICAS CORP	55565558	111-6010-451.56-41	Contractual Srvc - Other	234.39
				\$234.39
ROBERT MORENO	8/22/2017	111-6030-451.33-90	Referee Services	288.00
				\$288.00
ROSA GAITAN	8/17/2017	246-5098-463.56-41	Contractual Srvc - Other	352.00
				\$352.00
ROSALES, ARMANDO	21227-5850	681-0000-228.70-00	Deposit Refund	67.20
				\$67.20

## CITY OF HUNTINGTON PARK

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RUDY MORALES	8/22/2017	111-6030-451.33-90	Referee Services	192.00
				<b>\$192.00</b>
SANTA FE BUILDING MAINTENANCE	16225	111-6020-451.56-41	Contractual Srvc - Other	200.00
	16226	111-6020-451.56-41	Contractual Srvc - Other	455.00
	16212	111-8020-431.56-41	Contractual Srvc - Other	1,071.12
	16212	111-8022-419.56-41	Contractual Srvc - Other	4,003.48
	16212	111-8023-451.56-41	Contractual Srvc - Other	8,491.93
	16212	111-8024-421.56-41	Contractual Srvc - Other	5,479.18
				<b>\$19,700.71</b>
SARAHANG CONSTRUCTION INC	418	246-5098-463.73-10	Improvements	17,907.50
				<b>\$17,907.50</b>
SC FUELS	3382466	741-8060-431.62-30	Metro Transit Fuel & Oil	14,775.23
				<b>\$14,775.23</b>
SEALMASTER	55641	111-8010-431.61-21	Materials	1,815.58
	55929	111-8010-431.61-21	Materials	619.71
				<b>\$2,435.29</b>
SEVERN TRENT ENVIRONMENTAL SERVICES	22444	283-8040-432.56-41	Contractual Srvc - Other	11,748.30
	22444	681-8030-461.56-41	Contractual Srvc - Other	92,364.37
				<b>\$104,112.67</b>
SMART & FINAL	034642	111-6010-451.61-20	Dept Supplies & Expense	69.60
	057474	239-6065-466.61-20	Dept Supplies & Expense	47.04
	057475	239-6065-466.61-20	Dept Supplies & Expense	44.64
				<b>\$161.28</b>
SOUTHERN CALIFORNIA EDISON	7/20/2017	111-8020-431.62-10	Heat Light Water & Power	1,762.32
	7/22/17	111-8024-421.62-10	Heat Light Water & Power	1,980.86
	7/27/2017	111-8024-421.62-10	Heat Light Water & Power	820.35
	7/22/17	535-8016-431.62-10	Heat Light Water & Power	20,946.07
	7/28/2017	535-8016-431.62-10	Heat Light Water & Power	31.94
	7/22/17	681-8030-461.62-20	Power Gas & Lubricants	18,998.03
				<b>\$44,539.57</b>
SPARKLETT'S	15142085 081717	111-0210-413.61-20	Dept Supplies & Expense	60.26
	15142085 081717	111-0230-413.61-20	Dept Supplies & Expense	17.52
	15142085 081717	111-1010-411.61-20	Dept Supplies & Expense	10.64
	15142085 081717	111-3010-415.61-20	Dept Supplies & Expense	56.06
	15142085 081717	111-5010-419.61-20	Dept Supplies & Expense	27.48
	15142085 081717	111-8020-431.61-20	Dept Supplies & Expense	27.48
	15142085 081717	239-5040-463.61-20	Dept Supplies & Expense	27.48
	15142085 081717	741-8060-431.43-20	Fleet Maintenance	76.56
				<b>\$303.48</b>
STACY MEDICAL CENTER	3160-21309	111-7022-421.56-15	Prisoner Medical Services	1,400.00
				<b>\$1,400.00</b>

## CITY OF HUNTINGTON PARK

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STAPLES ADVANTAGE	3345189016	111-8010-431.74-10	Equipment	3,692.99
	3347677448	229-7010-421.74-10	Equipment	5,317.01
				<b>\$9,010.00</b>
SUPERION, LLC	141802	111-9010-419.43-15	Financial Systems	1,600.00
	142755	111-9010-419.43-15	Financial Systems	10,859.50
				<b>\$12,459.50</b>
SUPERIOR COURT OF CALIFORNIA	JULY2017	111-3010-415.56-10	Parking Citation Surcharge	21,479.19
				<b>\$21,479.19</b>
SUSAN CRUM	01001002027	111-0210-413.59-15	Professional Development	113.94
	045983	111-0210-413.59-15	Professional Development	11.50
	56001001353	111-0210-413.61-20	Dept Supplies & Expense	7.63
	2-7213-0190-007	111-0230-413.61-20	Dept Supplies & Expense	7.89
	2-7213-0190-007	111-0240-466.61-20	Dept Supplies & Expense	23.72
				<b>\$164.68</b>
T2 SYSTEMS CANADA INC.	INVSTD000001532	111-8010-431.74-10	Equipment	196,671.59
	INVSTD000001649	111-8010-431.74-10	Equipment	4,500.00
	INVSTD000001772	111-8010-431.74-10	Equipment	295.68
	INVSTD000001773	111-8010-431.74-10	Equipment	714.10
	INVSTD000001842	111-8010-431.74-10	Equipment	64.48
	INVSTD000001956	111-8010-431.74-10	Equipment	4,500.00
	INVSTD000001532	220-8010-431.73-10	Improvements	120,000.00
				<b>\$326,745.85</b>
THE CASTANON LAW GROUP	8/8/2017	111-0220-411.32-70	Contractual Srv Legal	855.50
				<b>\$855.50</b>
THE RACK DEPOT INC	17-0690	111-8022-419.43-10	Buildings - O S & M	201.62
				<b>\$201.62</b>
TITAN LEGAL SERVICES, INC	SU287516-04-01	745-9031-413.32-70	Contractual Srv Legal	88.75
	SU287517-01-01	745-9031-413.32-70	Contractual Srv Legal	68.44
				<b>\$157.19</b>
TORRES, MARTIN JR	17501-14988	681-0000-228.70-00	Deposit Refund	192.28
				<b>\$192.28</b>
TRIANGLE SPORTS	35151	111-6030-451.61-35	Recreation Supplies	682.81
				<b>\$682.81</b>
TRITECH SOFTWARE SYSTEMS	VA00000000046	111-7040-421.56-41	Contractual Srv - Other	45,108.52
				<b>\$45,108.52</b>
TRIMMING LAND CO INC	3893	535-8090-452.56-60	Contract Landscape Labor	9,589.00
	8055	535-8090-452.56-60	Contract Landscape Labor	10,762.00
	9004	535-8090-452.56-60	Contract Landscape Labor	4,558.00
				<b>\$24,909.00</b>
U.S. BANK	PPE 8/13/2017	802-0000-217.30-20	PARS	3,864.91
	PPE 8/13/2017	802-0000-218.10-05	PARS EMPLOYER	17,908.35
				<b>\$21,773.26</b>

## CITY OF HUNTINGTON PARK

## DEMAND REGISTER

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UNDERGROUND SERVICE ALERT OF SO CAL	720170130	221-8014-429.56-41	Contractual Srv - Other	231.10
				<b>\$231.10</b>
UNITED PACIFIC WASTE & RECYCLING	1894110	111-8027-431.56-59	Contract-Trash Collection	16,680.00
				<b>\$16,680.00</b>
US BANK	4708458	216-3010-415.56-42	Trustee Fees	2,257.50
				<b>\$2,257.50</b>
VERIPIC INC	33762	111-7040-421.56-41	Contractual Srv - Other	6,162.00
				<b>\$6,162.00</b>
VERIZON WIRELESS	9791130657	111-0110-411.53-10	Telephone & Wireless	180.62
	9791130657	111-0210-413.53-10	Telephone & Wireless	36.70
	9791130657	111-6010-419.53-10	Telephone & Wireless	36.70
	9788453636	111-8010-431.53-10	Telephone & Wireless	889.32
	9790198772	111-8010-431.53-10	Telephone & Wireless	425.13
	9791130657	111-9010-419.53-10	Telephone & Wireless	36.70
				<b>\$1,605.17</b>
VERONICA VARGAS	8/17/2017	246-5098-463.56-41	Contractual Srv - Other	512.00
				<b>\$512.00</b>
VICTOR SIERRA	57696/59081	111-0000-228.20-00	Deposit Refund	66.00
				<b>\$66.00</b>
VIZANT TECHNOLOGIES, LLC	10462533	111-9010-419.33-10	Bank Services	30.27
	11674179	111-9010-419.33-10	Bank Services	25.01
	16485502	111-9010-419.33-10	Bank Services	22.75
	23341174	111-9010-419.33-10	Bank Services	23.05
	32503257	111-9010-419.33-10	Bank Services	28.75
	38187362	111-9010-419.33-10	Bank Services	35.81
	47999900	111-9010-419.33-10	Bank Services	34.78
	48902916	111-9010-419.33-10	Bank Services	33.91
	53469613	111-9010-419.33-10	Bank Services	37.26
	77178799	111-9010-419.33-10	Bank Services	34.13
	89126315	111-9010-419.33-10	Bank Services	26.81
	91648033	111-9010-419.33-10	Bank Services	24.29
				<b>\$356.82</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S108509732.001	111-8023-451.43-10	Buildings - O S & M	19.17
	S108509971.001	111-8023-451.43-10	Buildings - O S & M	284.05
	S108520739.001	111-8023-451.43-10	Buildings - O S & M	6.31
	S108218996.001	111-9010-419.74-10	Equipment	68.51
	S107864334.001	221-8014-429.61-20	Dept Supplies & Expense	652.49
	S107864334.002	221-8014-429.61-20	Dept Supplies & Expense	217.50
	S107864334.004	221-8014-429.61-20	Dept Supplies & Expense	15.53
	S108266881.001	535-8016-431.61-45	Street Lighting Supplies	500.80
	S108486328.001	741-8060-431.43-20	Fleet Maintenance	218.72
				<b>\$1,983.08</b>

## CITY OF HUNTINGTON PARK

## DEMAND REGISTER

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WELLS FARGO BANK-FIT	PPE 8/13/2017	802-0000-217.20-10	Federal W/Holding	59,832.53
				<b>\$59,832.53</b>
WELLS FARGO BANK-MEDICARE	PPE 8/13/2017	802-0000-217.10-10	Medicare	7,082.99
				<b>\$7,082.99</b>
WELLS FARGO BANK-SIT	PPE 8/13/2017	802-0000-217.20-20	State W/Holding	19,156.79
				<b>\$19,156.79</b>
WEST GOVERNMENT SERVICES	836593280	111-7030-421.56-41	Contractual Srv - Other	612.00
	836676513	111-7030-421.56-41	Contractual Srv - Other	54.63
				<b>\$666.63</b>
WESTERN EXTERMINATOR COMPANY	5280761	111-8020-431.56-41	Contractual Srv - Other	64.50
	5280761	111-8022-419.56-41	Contractual Srv - Other	47.00
	5280761	111-8023-451.56-41	Contractual Srv - Other	313.50
	5280761	111-8024-421.56-41	Contractual Srv - Other	48.00
	5280761	535-8090-452.56-60	Contract Landscape Labor	134.00
				<b>\$607.00</b>
XEROX CORPORATION	090107309	111-8020-431.43-05	Office Equip - O S & M	87.90
	090107309	287-8055-432.61-20	Dept Supplies & Expense	87.89
	090107309	681-8030-461.61-20	Dept Supplies & Expense	87.89
				<b>\$263.68</b>
YAID MORENO	8/22/2017	111-6030-451.33-90	Referee Services	192.00
				<b>\$192.00</b>
YASMIN CRUZ	64184/64910	111-6060-466.33-20	Contractual Srv Class	334.40
	64472/64826	111-6060-466.33-20	Contractual Srv Class	304.00
	64764/64884	111-6060-466.33-20	Contractual Srv Class	152.00
	64814/64989	111-6060-466.33-20	Contractual Srv Class	121.60
				<b>\$912.00</b>
				<b>\$1,857,758.61</b>



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

September 5, 2017

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

Dear Mayor and Members of the City Council:

**APPROVE AWARD OF CONTRACT TO JK CONSTRUCTION FOR ELIGIBLE WORK  
UNDER THE CITY'S HOME RESIDENTIAL REHABILITATION PROGRAM,  
PROPERTY LOCATED AT 2965 WALNUT STREET, HUNTINGTON PARK,  
CALIFORNIA**

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

1. Approve a contract with JK Construction in an amount not to exceed \$30,110 to perform eligible work under the City's HOME Residential Rehabilitation Program;
2. Authorize City Manager to approve change orders in an amount not to exceed 10% of the total contract amount; and
3. Authorize City Manager to execute contract.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On May 2, 2017, the City Council approved the allocation of \$200,000 in the HOME grant funds for the City's Residential Rehabilitation Program in the Fiscal Year 2017-18 Annual Action Plan. Through the City's HOME Residential Rehabilitation Program, the City will be able to assist three (3) owner-occupied units in fiscal year 2017-18. In order to qualify for this Program households must meet HUD's Income Guidelines of low and moderate income.

**APPROVE AWARD OF CONTRACT TO JK CONSTRUCTION FOR ELIGIBLE WORK  
UNDER THE CITY'S HOME RESIDENTIAL REHABILITATION PROGRAM,  
PROPERTY LOCATED AT 2965 WALNUT STREET, HUNTINGTON PARK,  
CALIFORNIA**

September 5, 2017

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City Staff received four bids for improvements at one property located at 2965 Walnut Street. The following table summarizes the bids received for each property:

<b>Contractor</b>	<b>Bid Amount</b>
JK Construction	\$30,110
MC General	\$55,500
Sarahang	\$40,700

Based on the bid analysis performed, JK Construction is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve contract with the contractor and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

**Scope of Work**

The general scope of work eligible under the program is comprised of the following:

**Exterior**

1. Complete all items recommendations by the provided termite report. Removal of all termite damaged wood and replace with new.
2. Rain Gutters and Down Spout
3. Exterior Paint
4. Replace 10 Windows located throughout the house
5. Replace Roof: House & Garage
6. Repair Concrete Porch: Landing, Leveling & Steps
7. Replace Garage Door

**Interior**

8. Replace Exterior front and side entry doors (3 Total)
9. Install Attic Insulation

**FISCAL IMPACT/FINANCING**

The contract will be paid through the City's HOME grant allocated under the current budget Account No. 242-5050-463.57-30 with current balance of \$200,000.

**APPROVE AWARD OF CONTRACT TO JK CONSTRUCTION FOR ELIGIBLE WORK  
UNDER THE CITY'S HOME RESIDENTIAL REHABILITATION PROGRAM,  
PROPERTY LOCATED AT 2965 WALNUT STREET, HUNTINGTON PARK,  
CALIFORNIA**

September 5, 2017

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**LEGAL AND PROGRAM REQUIREMENTS**

This program provides financial assistance to owners of single-family homes (one to four units). Loans of up to \$50,000 are provided to qualified low and moderate income households, with a forgivable component of up to \$25,000 for repairs that correct health and safety violations. The implementing agency is the City's Community Development Department.

The City will obtain a Promissory Note and Lien securing repayment will be recorded on the property. The Program loans are payable upon sale of the property, transfer of title, or refinancing with cash out.

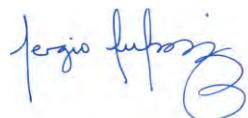
**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Sergio Infanzon  
Director of Community Development

**ATTACHMENT(S)**

- A. Contract Agreement with JK Construction
- B. Bid Evaluation

## ATTACHMENT "A"

## HOME IMPROVEMENT CONTRACT

**This Agreement**, is made and entered into this 5th day of September, 2017, by and between Alvaro Aceves and Rosario Aceves (hereinafter "Owner") and JK Construction (hereinafter "Contractor"), bearing California Contractor's License No. 450297.

### RECITALS

- A. The City of Huntington Park has established the Owner-Occupied Rehabilitation Program (the "Program") pursuant to which the City makes loans for rehabilitation purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.
- B. Owner is a Qualified Person who has received a loan under the Program for use in connection with the rehabilitation of the single-family home owned and occupied by Owner located on certain real property known as 2965 Walnut Street, Huntington Park, California 90255 ("Property").
- C. Owner has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

- 1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed.** Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.
- 2. Execution of Agreement.** Owner has executed this contract on September 5, 2017. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section \_\_\_\_\_ of this contract.
- 3. Work Write-Up, Specifications and Drawings.** The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or drawings but which is necessary for the proper completion of the

work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

**4. Contract Price.** For the Work described in this Agreement, Contractor shall receive an amount not to exceed **\$30,110.00**.

**5. Down Payment.** Owner shall provide Contractor with a down payment of **Zero Dollars (\$0)**. **THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

**6. Progress Payments.** Progress payments for the Work are to be made by Owner to Contractor, upon Owner's approval of completion of the Work as to each indicated stage as follows:

#### **Amount of Progress Payment**

\$28,604.50 95% At the End of Project Completion  
\$ 1,505.50 5% Retention 30 days after Project Completion

#### **Work Description Attached**

Termite Work

Replace Existing Roof

Install Insulation

Replace Entry, Side and Back Doors

Exterior Paint

Replace Windows

Repair Concrete Porch Landing, Leveling, & Steps

Garage Door

Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to Owner, Contractor makes the following representations to Owner: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made only from a construction disbursement escrow account established by Owner and City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor from the Owner if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from Owner, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from Owner. Owner shall have no obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to Owner, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid by Owner to Contractor upon Owner's receipt of Contractors final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

**The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.**

**7. Warranty.** Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractors option, at no expense to the Owner. Contractor shall hereby warrant roof for two (2) years for labor and support material.

**8. Approximate Start Date and Approximate Completion Date.** The Work shall commence within twenty (20) calendar days of receipt of written notice from

Owner to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within 45 calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. Time is of the essence to this Contract. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

**9. Liquidated Damages.** The parties agree that it would be impracticable, extremely difficult and, in all probability, impossible, to fix actual damages should the Contractor fail for any reason, to complete his performance, pursuant to this Agreement, within the time set therefore, as herein expressly provided. Based thereon, the parties hereto agree that for each day, or portion thereof, during which the work contemplated by this Agreement has not been completed, occurring after the time fixed for the completion of said work, except for delay caused by Owner, inclement weather, or the unavailability of workers or materials caused by labor disputes, that Contractor shall pay to Owner, as and for liquidated damages, the sum of \_\_\_\_\_ per day for each such day or portion thereof, for a maximum of 30 days.

**10. Inspection.** The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

**11. List of Documents to be Incorporated into the Contract.** The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. Notices to Owner regarding State Contractors Law;
- c. Notice of Cancellation;
- d. The plans and specifications, which are attached hereto as Exhibit A.
- e. Notice inviting proposals, if any; and
- f. The proposal by Contractor.

**12. Assignment.** Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

**13. Insurance Requirements.** Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

- a. Workers' Compensation Insurance in minimum amounts required by law for all employees.
- b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply Owner with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to Owner of such cancellation. In the event that such insurance is canceled; Owner may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Accurate & Affordable Insurance Inc. (insurance company). Owner may call the insurance company at (714) 943-2103 to check the Contractor's insurance coverage.

**14. Indemnification.** The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful

acts or omissions in performing or failing to perform under the terms of this Agreement.

**15. Performance and Labor and Material Bonds.** [Check Provision if Applicable]

\_\_\_\_\_ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

**16. Cooperation of Owner.** While this Agreement is in force, Owner shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

**17. Protection.** The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

**18. Project Insurance.** The Owner will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

**19. Change Orders.** No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

**20. Note about Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

**21. Real Property Liens.** Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

**22. Equal Opportunity Provision.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**23. Cleanup.** Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

**24. Contactor's Affidavit.** After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

**25. Suspension or Termination of Contract.** The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement. In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

**26. Automatic Termination.** This Agreement is contingent upon the funding of the loan(s) necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

**27. Discrimination.** Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

**28. Attorney's Fees.** In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

**29. Authority to Execute this Agreement.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

**30. Notices.** Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Alvaro and Rosario Aceves  
2965 Walnut Street  
Huntington Park, CA 90255

Contractor: JK Construction  
915 Lake Street  
Huntington Beach, CA 92648

**31. Lead Based Paint.** Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

**32. Disputes.** Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association ("AAA") and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

**33. Contractor Eligibility.** Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

**33. Conflicts of Interest.** Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Housing Rehabilitation Loan Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

**34. Consumer Notice—Performance of Extra or Change-Order Work Notice.**

A contractor is not required to perform additional work or changes without written approval in a "change Order" before any of the new work is stated.

Extra work or a change order is not enforceable against an Owner unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the change order:

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractors failure to comply with the requirements of this section does not preclude the recover of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

### **35. Consumer Notice—Mechanics Lien Warning**

#### **MECHANICS LIEN WARNING**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on you property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary notice." this notice is not a lien. The purpose of the notice is to let you know that the person sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provide material. This can be a big problem if you pay your contractor before you have received the Preliminary notices. you will not get preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your Contractor of all the subcontractor and material suppliers that work on your project. find out from your contractor when these subcontractors started work and when these suppliers delivered good or materials. then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material suppliers.

For other ways to prevent liens, visit CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 1-800-321-CSLB (2752).

**Remember, if you do nothing, you risk having a lien placed on your home.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

### **36. INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (“CSLB”)**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

**VISIT** CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov)  
**CALL** CSLB at 1800-321-CSLB (2752)  
**WRITE** CSLB at PO Box 26000, Sacramento, CA 95826

### **37. Three Day Right to Cancel.**

\_\_\_\_ The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”

**38. Entire Agreement.** This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

Parties have caused this Agreement to be executed as follows:

OWNER

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Name

---

Name

CONTRACTOR

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Name

**UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER  
OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A  
PERFORMANCE AND PAYMENT BOND.**

**YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS  
AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE  
ANY WORK MAY BE STARTED.**

**THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO  
FORM BY THE CITY OF HUNTINGTON PARK.**

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CITY MANAGER

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Date

5K  
# 30110  
v/ Termite  
late

**CITY OF HUNTINGTON PARK  
HOME IMPROVEMENT PROGRAM**

**WORK DESCRIPTION AND BID PROPOSAL FORM  
ATTACHMENT "A"**

Name:	Alvaro and Rosario Aceves	APN NO.:	0212-002-040
Address:	2965 Walnut Street	Tel. No.:	323-535-8377
City:	Huntington Park 90255	Date:	May 4, 2017

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval. Use of lead-based paint is prohibited. Removal or work on asbestos or lead containing materials is subject to applicable federal, state and local regulations.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

**REQUIRED ITEMS:**

**ESTIMATE:**

1. **Termite Work:** \$ 1,500 -  
Property owner to obtain a termite report from a CA licensed fumigation company. Owner is responsible for verifying inspection price and for determining reasonable cost prior to scheduling an inspection. Complete items on the attached report stated as recommendations by the termite company selected by the property owner.
2. **Install Insulation:** \$ 2,700 -  
Install blown in R-30 insulation evenly in attic space: use dams to protect any soffit vents and heat producing areas. Cellulose insulation shall not be used. Install R-19 batt insulation under kitchen, living room and dining room.
3. **Rain Gutters and Down Spouts:** \$ 750 -  
Remove and replace rain gutters and down spouts throughout the dwelling and garage. Gutters shall be 5" aluminum seamless. Down spouts shall be 2" x 3" aluminum. Gutters and down spouts shall be pre-finished and finish color shall be selected by owner prior to installation.
4. **Replace Front Entry Door:** \$ 600 -  
Remove and replace the front entry door with a new code complying, pre-hung, "Stanley" (or equal), 24 ga., steel, raised panel, entry door, to include a new entry lockset and 1" minimum throw matching single cylinder deadbolt lock assembly. Install a new interior "viewer," bulb type weatherstripping. The owner shall select and approve the door prior to installation.
5. **Replace Side Door:** \$ 525 -  
Remove and replace with Masonite Flush Insulated in Core 15-light left-handed (or equal) inswing steel primed pre-hung entry door. Included hardware to include a new entry lockset and 1" minimum throw matching single cylinder deadbolt lock assembly. Install a bulb type weatherstripping. The owner shall select and approve the door prior to installation.

6. **Replace Back Entry Door:** \$ 525 - Remove and replace with ReliaBuilt 2-Panel Insulation Core Vented Glass with Screen Steel right-handed (Or equal) inswing steel primed pre-hung entry door. Included hardware to include a new entry lockset and 1" minimum throw matching single cylinder deadbolt lock assembly. Install a bulb type weatherstripping. The owner shall select and approve the door prior to installation.

7. **Replace Garage Door:** \$ 1500 - Remove and dispose of existing wood garage door and hardware. Furnish and install new 24 gauge aluminum garage door including all associated hardware. Provide and install a new screw drive, 1/2 horsepower, Genie garage door opener (or approved equal). Provide two remote controllers.

8. **Exterior Paint:** \$ 3800 -   
Wood Areas: Prepare all exterior trim of dwelling and garage to receive fresh paint. Pull all nails and tacks; Fill all holes and cracks; Sand smooth all rough or paint curled surfaces; Apply primer to all bare or exposed wood. Replace all dry rotted or damaged wood prior to painting. Paint all exterior trim of dwelling and garage with exterior grade paint (minimum 2 coats), including eaves, eave overhangs, rafter tails, posts, patio trellis, etc.   
Plaster Areas: Prepare all exterior walls of the dwelling and garage to receive fresh paint. Hand scrape, wirebrush all loose or peeling material and apply surface conditioners as necessary. Patch all cracks on the exterior plaster. Paint all exterior walls of dwelling and garage (minimum 2 coats) for full and uniform coverage.   
The owner shall select and approve paint Neutral color(s) and finish prior to application.

9. **Re-Roof House and Garage (Shingles):** \$ 7800 - Remove and dispose of all existing roof covering layers. Install 1/2" exterior grade sheathing over existing "spaced-fathing" if applicable. Install new 30lb. Saturated felt base (ASTM), and new Celotex (or equal) "Dimensional/30" intermediate-weight shingle backed by a 30 year transferable warranty. Install new Celotex "Crown" (or equal) high profile hip and ridge cap SBS modified. The installation shall include all new sheet metal flashing where required - valleys, drip edges, roof jacks, pipe flashing, and vent caps. Seal all roof penetrations with appropriate mastic cement or sealant (blend as necessary) to insure integrity of the roof. Installation to be code complying and requires permits and inspection. Prep and finish all newly installed unfinished sheet metal in a color that complements new roof covering. The owner shall select and approve roofing materials and color prior to application. The contractor shall provide the owner with the manufacturer's warranty for materials upon completion of roof installation.

10. **Repair Concrete Porch Landing, Leveling and Steps:** \$ 1800 - Seal all concrete cracks and openings at front porch floor and steps. Re-Level porch and seal all cracks and openings.

**11. Replace Windows:**

Remove and replace the existing 10 Total windows located: 5 Left of dwelling; 2 Front of Dwelling; 3 Right of Dwelling (Do not replace 2 Dining Room picture windows/ 1 Kitchen Window or 1 rear Bedroom Window). The new windows shall be replacement type low-e vinyl (milgard or equal quality), sliding, dual pane glazed windows to match the existing openings to meet Building Code. Windows must meet a 0.30 U-factor and 0.30 SHGC or better to qualify for Energy Star rebate program. Installation shall include all finishing elements associated with the replacement of the windows. Secure the windows in a weather tight manner. Repair all surfaces affected by this work. The contractor shall verify opening size and color before ordering windows. Installation of new windows shall include the installation of new screens on the windows. **Contractor is responsible for checking with the City regarding egress compliance in the bedrooms.** ICC Code 1025.2.1 window opening width 20"; open height 24". 1025.21.3 Maximum height from floor not greater than 44" measured from the floor.

\$ 5,100 -

Owner to make final selection of window pattern.

**NOTE:**

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: \$ 25100

*\$30,110  
25100 Total  
NO BLDG*

**A. LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license. The proposed bid should include all fees.

**B. INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

**C. WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

**D. MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

**Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.**

City of Huntington Park

Home Improvement Program

NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF HUNTINGTON PARK TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE REVIEW COMMITTEE; THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

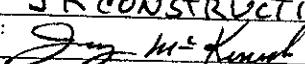
Homeowner Signature:	Date:
Homeowner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby propose and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

THIRTY-THOUSAND ONEHUNDRED TEEN <sup>1</sup> Dollars, (\$30,110.00)  
Price In Words Price In Numbers

If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License.

It is further agreed that if awarded this contract, 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require \_\_\_\_\_ calendar days.

Contractor:	<b>JK CONSTRUCTION</b>	Lic. No. & Class:	<b>B-C47</b>
Signature:		Phone No.:	<b>450297</b>
Address:	<b>915 Lake 163 92648</b>		<b>714 404-9846</b>

- Completed W-9 Form (enclosed)
- Proof of California (DOSH) Certification and/or California DHS Lead Certification for all workers (when lead and/or asbestos related work is required)

6. Will receive notice of selection or non-selection of their bid proposal.

**INCOMPLETE BID SUBMISSIONS WILL NOT BE CONSIDERED**

**PROGRAM INFORMATION**

1. All selected contractors will be required to obtain a City of Huntington Park Business License. A photocopy must be submitted along with the first invoice in order for the City to process the payment.
2. Where asbestos removal is required, Contractor is responsible for submitting all "chain of custody" documentation relating to the handling, transportation and disposal of asbestos-contaminated waste with each payment request, and as a prerequisite to payment disbursement. All costs of any required air monitoring that fails to pass an initial test, shall be borne by the contractor.
3. Where a lead based paint clearance test is required, the Contractor shall be responsible for payment of any subsequent tests required after any failure to pass the initial clearance test.
4. Neither deposits, nor down payments of any nature will be made for work performed under this program. All payments are paid on a percentage of completion basis. (i.e., 30% of work completed, then 30% of the contract amount paid, less required retention amounts).
5. Any payments made under this program are subject to a 10% retention amount, payable upon completion of all Program Requirements, and, the expiration of a minimum mandatory 35 day hold period, as measured from the date of the recordation of a Notice of Completion.

If you have any questions regarding the work write-up, or any specific program requirements, please contact Maria Torres at (323) 584-6300, Mondays through Thursdays.

**I have read and understand the foregoing and wish submit my bid for consideration.**

JK CONSTRUCTION  
Contractor's Name (Print Company Name) 949636  
License No.

JERRY MCKINISH  
Contractor's Representative (Print Name of Individual Signing Below) B-C47  
License Classification(s)

Jerry McKinish  
Contractor's Signature (Sign) 5/9/17  
Date

## ATTACHMENT “B”

**BID EVALUATION**

Aceves, 2965 Walnut St.

	ITEM	INTERNAL ESTIMATE	JK Construction	Sarahang	MC General
1	<b>Termite Work</b>	\$ 2,500.00	\$ 5,010.00	\$ 1,500.00	\$ 6,500.00
2	<b>Install Insulation</b>	\$ 2,200.00	\$ 2,700.00	\$ 6,000.00	\$ 4,500.00
3	<b>Rain Gutters and Down Spouts</b>	\$ 1,500.00	\$ 750.00	\$ 1,500.00	\$ 2,850.00
4	<b>Replace Front Entry Door</b>	\$ 1,200.00	\$ 600.00	\$ 800.00	\$ 1,850.00
5	<b>Replace Side Door</b>	\$ 800.00	\$ 525.00	\$ 700.00	\$ 1,250.00
6	<b>Replace Back Door</b>	\$ 750.00	\$ 525.00	\$ 700.00	\$ 1,250.00
7	<b>Replace Garage Door</b>	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,450.00
8	<b>Exterior Paint</b>	\$ 5,500.00	\$ 3,800.00	\$ 8,000.00	\$ 5,800.00
9	<b>Re-Roof House and Garage</b>	\$ 7,500.00	\$ 7,800.00	\$ 13,000.00	\$ 17,700.00
10	<b>Repair Concret Porch landing, Leveling, &amp; Steps</b>	\$ 2,000.00	\$ 1,800.00	\$ 2,000.00	\$ 6,500.00
11	<b>Replace Windows (10)</b>	\$ 6,300.00	\$ 5,100.00	\$ 5,000.00	\$ 5,850.00
		<b>TOTAL:</b>	\$ 31,450.00	\$ 30,110.00	\$ 40,700.00
		<b>CONSTRUCTION BUDGET:</b>	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
		<b>OVER/UNDER:</b>	\$ 18,550.00	\$ 19,890.00	\$ 9,300.00
					\$ (5,500.00)

# **CITY OF HUNTINGTON PARK**

## **City Council Meeting Agenda Tuesday, September 5, 2017**

### **REGULAR AGENDA**

#### **CITY COUNCIL**

- 4. Consideration of Appointment for the Position of Director of Parks and Recreation 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 Parks and Recreation; and
2. Approve the appointment of \_\_\_\_\_ for the position of Director of Parks and Recreation; 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

Office of the City Clerk  
City Council Agenda Report

September 5, 2017

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:

## **COUNCIL APPOINTMENTS TO YOUTH COMMISSION**

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

1. Make appointment to the Youth Commission consistent with provisions set forth in Resolution No. 2015-19 and Ordinance 939-NS.

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

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for making appointments to various City Commissions.

On June 1, 2015, the City Council adopted Ordinance No. 939-NS, Establishing a Youth Commission. All members shall be between the ages of 14 and 19 years of age at the time of appointment. Each member shall remain in good academic standing with their respective schools as defined by each school, and/or submit two letters of recommendations as a requirement of the application process.

Individuals appointed to the Youth Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

### **FISCAL IMPACT**

There is no fiscal impact. Compensation for Youth Commission is \$25 a month per Commissioner for an annual amount of \$3,000, which has been budgeted for FY 2017/18 to account 111-0123-413.19-05.

## **COUNCIL APPOINTMENTS TO YOUTH COMMISSION**

September 5, 2017

Page 2 of 2

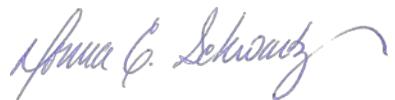
### **CONCLUSION**

Terms will run concurrent with the Council Member who appoints. After appointment City Clerk will notify applicants of the nominations.

Respectfully submitted,



EDGAR P. CISNERS  
City Manager



Donna G. Schwartz, CMC  
City Clerk

### **ATTACHMENT(S)**

- A. Resolution No. 2015-19, Adopting Revised Rules, Method of Appointment, Guidelines for the Conduct of Meetings and Structure for all Commissions of the city and Repealing all Prior Resolutions or Provisions in Conflict with the Provisions Contained Herein.
- B. Ordinance No. 939-NS, Establishing a Youth Commission and Adding Title 2, Chapter 11 to the Huntington Park Municipal Code.

## ATTACHMENT “A”

## **RESOLUTION NO. 2015-19**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
HUNTINGTON PARK ADOPTING REVISED RULES, METHOD  
OF APPOINTMENT, GUIDELINES FOR THE CONDUCT OF  
MEETINGS AND STRUCTURE FOR ALL COMMISSIONS OF  
THE CITY AND REPEALING ALL PRIOR RESOLUTIONS OR  
PROVISIONS IN CONFLICT WITH THE PROVISIONS  
CONTAINED HEREIN

**WHEREAS**, the City Council has decided to amend all commission resolutions to provide for congruent and consistent regulation and structure across all City Commissions.

THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES  
RESOLVE AS FOLLOWS:

## **SECTION 1: Establishment of City Commissions.**

The City has currently established the following commissions to serve in the capacity as advisory bodies to the City Council:

Planning Commission  
Civil Service Commission  
Parks and Recreation Commission  
Health and Education Commission  
Historic Preservation Commission  
Youth Commission (pending approval).

This Resolution is intended to govern and supersede all prior resolutions establishing and amending member qualifications, organizational rules, guidelines and structure for City Commissions and hereby repeals all provisions in conflict with the provisions contained herein by the adoption of the revised provisions below. This Resolution will also govern over provisions of City ordinances currently in existence, but which will be repealed or amended for consistency with this Resolution. This Resolution shall also govern and control any additional Commission created by the City Council in addition to those enumerated above.

## **SECTION 2: Membership.**

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth from the City as defined below. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and submit to a Live Scan background check before being appointed to a Commission and before being sworn in to office.

1                   **SECTION 3: Appointment, Reappointment and Removal.**

2                   Each member of the City Council shall have authority to appoint one (1)  
3 member to each Commission, with the exception of the Youth Commission, which  
4 shall consist of two (2) members appointed by each City Councilmember. Each  
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming  
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said  
7 Commission position for that respective Councilmember appointment. If no  
8 appointment is made within sixty (60) days of assuming office, or from the adoption of  
9 this Resolution, or from a vacancy occurring for said Commission position, the Mayor  
10 shall appoint a member to the vacant seat.

11                  Commission members may be removed from their appointment due to  
12 disqualification as provided for in this Resolution or upon the sole decision by the  
13 Councilmember who appointed that Commissioner. All appointments or removal of  
14 Commissioners shall occur at an open meeting of the City Council. If removal of a  
15 Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last  
16 address on file with the City.

17                  **SECTION 4: Term of Office.**

18                  Each Commissioner's term shall be for a period of four years, unless removed  
19 by the appointing Councilmember or as a result of disqualification as set forth herein.  
20 Notwithstanding the foregoing, no Commissioner shall serve for a period which  
21 exceeds the time in office for the Councilmember appointing that Commissioner. In  
22 the event that the appointing Councilmember completes his or her term, vacates their  
23 office or otherwise is no longer holding office, the term of the Commissioner appointed  
24 by said Councilmember shall end. However, nothing contained in this section shall  
25 prevent another Councilmember or the new Councilmember from appointing the  
26 individual back to the same Commission or to a different Commission.

27                  **SECTION 5: Vacancy Due to Disqualification.**

28                  When a member no longer meets the qualifications for the Commission, the  
29 member is therefore disqualified, and the office shall thereupon become vacant.

30                  **SECTION 6: Vacancy.**

31                  If for any reason a vacancy occurs, it shall be filled by appointment by the  
32 member of the City Council who appointed said Commissioner for the unexpired  
33 portion of such term.

34                  **SECTION 7: Quorum.**

35                  A majority of the total number of members of the Commission shall constitute a  
36 quorum for the transaction of business, but a lesser number may adjourn from time to  
37 time for want of quorum and until a quorum can be obtained.

## SECTION 8: Purpose.

The purpose, duties and responsibilities of each Commission shall be established by the City Council by ordinance and codified in the Huntington Park Municipal Code.

## **SECTION 9: Organization.**

Annually in the month of March, the Commission shall elect one of its members as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff liaisons shall act as the conduit for all communications to the City Council.

## **SECTION 10:** Meetings.

Regular meetings of the Commission shall be as set by each Commission. The place of such meetings shall be at City Hall unless otherwise designated by the City Council or approved by a majority of the total membership of the Commission. When the day for such regular meetings falls on a legal holiday, the meeting shall not be held on such holiday, but shall be held at the same hour on the next succeeding day thereafter which is not a holiday. All meetings of the Commission shall be open and public, and subject to all laws of the state of California e.g. the Brown Act, governing open public meetings. The Commission shall adopt its own rules for the transaction of its business and keep a record of resolutions, findings and recommendations and actions voted upon. A report of each meeting of the Commission shall be given to the City Council.

## **SECTION 11: Termination of Commission.**

Termination of the Commission shall be done at the will and vote of the City Council.

## **SECTION 12: Compensation.**

Commission member compensation shall be set by resolution of the City Council.

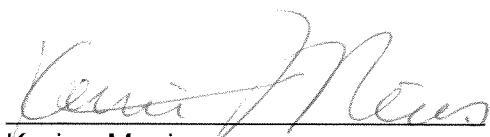
## **SECTION 13:** Commission Handbook.

All Commission Members must adhere to the provisions contained and referenced in the City of Huntington Park Commission Handbook as approved by the City Council.

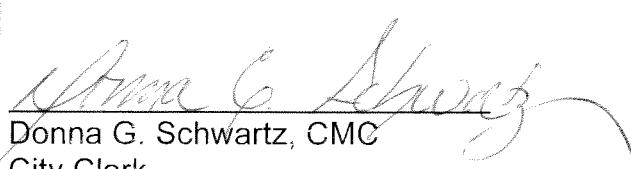
## SECTION 14:

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

1  
2 PASSED, APPROVED AND ADOPTED THIS 18<sup>th</sup> day of May, 2015.  
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10   
11 Karina Macias  
12 Mayor

13 ATTEST:  
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10   
11 Donna G. Schwartz, CMC  
12 City Clerk

## CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
CITY OF HUNTINGTON PARK )

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18<sup>th</sup> day of May, 2015, by the following vote, to wit:

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

13 | NOES: Council Member(s): None

14 ABSENT: Council Member(s): Amezquit

14 | ABSENT: Council Member(s): Amezquita

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed the Seal of the City of  
Huntington Park, this 20<sup>th</sup> day of May 2015.

Donna G. Schwartz  
Donna G. Schwartz, CMC, City Clerk

## ATTACHMENT “B”

## **ORDINANCE NO. 939-NS**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK ESTABLISHING A YOUTH  
COMMISSION AND ADDING TITLE 2, CHAPTER 11 TO  
THE HUNTINGTON PARK MUNICIPAL CODE

**WHEREAS**, the City Council has determined that involving the youth of the City in the process of governance is an important and vital aspect of creating an open door to the operations of local government; and

**WHEREAS**, the views of the youth of the City are important to the City Council and greatly assist in identifying and developing policies and programs essential to meeting the needs of the City's youth; and

**WHEREAS**, the City Council wishes to establish a Youth Commission in order to engage and involve the young people of the community and facilitate in their participation in the governmental process.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY ORDAIN AS FOLLOWS:

**TITLE 2 ADMINISTRATION  
CHAPTER 11 CITY COMMISSIONS  
ARTICLE 6. YOUTH COMMISSION**

## 2-11.601 - Establishment.

That there is created a Youth Commission ("Youth Commission") of, and for the city, which shall be composed of ten (10) members. Each City Council member shall appoint two (2) members to the Youth Commission. All members shall be between the ages of fourteen and nineteen years of age at the time of appointment. Each member shall remain in good academic standing with their respective schools as defined by each school, and/or submit two letters of recommendations as a requirement of the application process.

## 2-11.602 - Members—Terms.

The term of office for a member of the Youth Commission shall be as set forth by City Council Resolution. In addition to the provisions governing the duration of a

1 member's term, a Youth Commission member's term shall also immediately expire  
2 upon the member's reaching twenty-one years of age.

3       2-11.603 - Powers and duties.

4       The Youth Commission shall be for all purposes an advisory commission to the  
5 city council for matters relating specifically to youth. This includes activities orientated  
6 toward recreation and civic programs, and those activities that pertain to life issues,  
7 thus addressing leisure needs and creating awareness and improving quality of life for  
8 our youth. In addition the commission shall review and recommend policies and  
9 programs which directly impact youth issues and the quality of life not only for the  
10 youth of the City but for all residents of the City of Huntington Park.

11      2-11.604 - Meetings—Frequency—Place.

12      That the commission shall hold regular meetings, at least once per month, at  
13 the city hall, and may hold such additional meetings at the place as it may deem  
14 necessary or expedient. Each commissioner shall attend other commission meetings  
15 and City Council meetings on rotation basis as a method of gaining valuable insight to  
16 the functions of the government process.

17      2-11.605 - Meeting—Absence from.

18      A.     If a member of the commission shall be absent from three consecutive  
19            regular meetings of the commission, without cause, the secretary of the  
20            commission shall immediately inform the City Council of such absences.

21      B.     An absence due to illness or other unavoidable absence from a meeting  
22            shall be reported to the secretary of the commission in advance of such  
23            regular meeting, otherwise it shall be deemed an unexcused absence.

24      2-11.606 - Quorum—Officers.

25      A majority of the total members of the commission shall constitute a quorum for  
26            the purposes of transacting business. The commission shall annually select one of its  
27            members to act as chairperson and another to act as vice chairperson. The terms of  
28            office of both the chairperson and vice chairperson shall be for a period of one year.

29      2-11.607 - Records.

1           The secretary of the commission shall keep a record of all the proceedings,  
2 resolutions, findings, determinations and transactions of the commission, which record  
3 shall be filed with the city clerk.

4           2-11.608 - Advisory capacity.

5           Nothing in this chapter shall be construed as restricting or curtailing any of the  
6 powers of the city council, or as a delegation to the commission, of any of the authority  
7 or discretionary powers vested and imposed by law in the City Council. The City  
8 Council declares that the public interest, convenience, welfare and necessity require  
9 the appointment of a Youth Commission, to act in a purely advisory capacity to the  
10 City Council, for the purposes herein enumerated. The commission shall provide  
11 periodic reports, but at least twice a year, to the City Council concerning the activities  
12 of the Youth Commission and the recommendations approved by the commission.

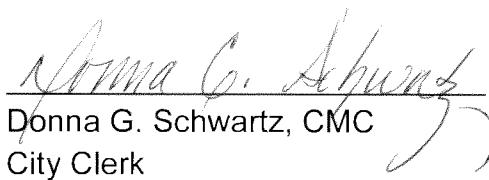
13           **PASSED, APPROVED AND ADOPTED THIS 1<sup>st</sup> day of June 2015.**



15           Karina Macias

16           Mayor

17           ATTEST:



18           Donna G. Schwartz, CMC

19           City Clerk

## CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
CITY OF HUNTINGTON PARK)

I, Donna Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Ordinance No. 939-NS, was introduced on May 18, 2015 and adopted and dully passed by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 1<sup>st</sup> day of June, 2015 by the following vote, to wit:

AYES: Council Members – Amezquita, Pineda, Sanabria, Vice Mayor Ortiz  
Mayor Macias

NOES: Council Members – None

IN WITNESS WHEREOR, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 3<sup>rd</sup> day of June 2015

Donna G. Schwartz  
Donna G. Schwartz, CMC, City Clerk



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

September 5, 2017

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF AN ACTIVITY IN PUBLIC PLACES PERMIT  
FOR THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE'S  
ANNUAL "SABOR DE MEXICO LINDO" STREET FESTIVAL (S17-17)**

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

1. Consider the approval of an Activity in Public Places Permit request from Chamber of Commerce to conduct the annual "Sabor de Mexico Lindo" Downtown Street Festival along Pacific Boulevard, between Florence Avenue and Randolph Street, October 6-8, 2017.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

City Council approval of an Activity in Public Places Permit (Permit) for the proposed street festival is required due to the request to close the public street, per Huntington Park Municipal Code Section 5-13.02. The Greater Huntington Park Area Chamber of Commerce is requesting the street closure of Pacific Boulevard, between Florence Avenue and Randolph Street, on October 6-8, 2017 for the annual "Sabor de Mexico Lindo" street festival.

**FISCAL IMPACT/FINANCING**

The Greater Huntington Park Area Chamber of Commerce (Chamber of Commerce) is responsible for costs incurred by the City related to the street festival. City staff will review the applicable estimated departmental costs with the Chamber prior to the event. The Total Actual Cost will be determined by the City Finance Department after the conclusion of the event. The applicant will pay the entirety of the invoice within 30 days of receiving the invoice.

**CONSIDERATION AND APPROVAL OF AN ACTIVITY IN PUBLIC PLACES PERMIT  
FOR THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE'S  
ANNUAL "SABOR DE MEXICO LINDO" STREET FESTIVAL (S17-17)**

September 5, 2017

Page 2 of 3

For this year's event, City staff has reviewed the application and is able to provide the following cost estimates:

Police Department	\$28,224.00
Public Works Department	\$2,331.92
<u>Loss of Parking Meter Revenue</u>	<u>\$9,980.00</u>
<b>Total Estimated Cost to City</b>	<b>\$40,535.92</b>

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This year, the street festival will take place on Friday, October 6, 2017 from 5:00 p.m. to 11:00 p.m.; Saturday, October 7, 2017 from 11:00 a.m. to 11:00 p.m.; and Sunday, October 8, 2017 from 11:00 a.m. to 10:30 p.m.

Per the Huntington Park Municipal Code, Section 5-13 (Activities in Public Places), the request to use the public street requires City Council approval. The Police Department, Public Works Department, Engineering Division, Building and Safety Division, Finance Department, Community Development Department and the Office of the City Clerk have reviewed the application to ensure compliance with all applicable federal, state and local regulations.

In addition, as part of the new policies, when an event is requested to take place on a street, alley, or if other interruptions of street or sidewalk areas are anticipated, the applicants are required to obtain written consent of at least seventy percent (70%) of the businesses, individuals, or parties impacted by the event.

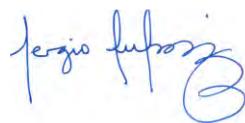
**CONCLUSION**

Upon Council approval, City staff will meet with the Chamber of Commerce concerning the specifics of the event, including costs and areas of coordination.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Sergio Infanzon  
Director of Community Development

**CONSIDERATION AND APPROVAL OF AN ACTIVITY IN PUBLIC PLACES PERMIT  
FOR THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE'S  
ANNUAL "SABOR DE MEXICO LINDO" STREET FESTIVAL (S17-17)**

September 5, 2017

Page 3 of 3

**ATTACHMENT(S)**

- A. Activity in Public Places Permit Application/Street Festival Layout
- B. Departmental/Agency Cost Estimates
- C. Signed Petitions of Supporting Businesses
- D. Analysis of Required Signed Petitions

## ATTACHMENT “A”



## CITY OF HUNTINGTON PARK

Community Development Dept. • Planning Division  
6550 Miles Avenue, Huntington Park, CA 90255  
Tel. (323) 584-6210 • [planning@hPCA.gov](mailto:planning@hPCA.gov)

JUL 25 2017

# ACTIVITY IN PUBLIC PLACES PERMIT APPLICATION

**FILING FEE:** **Minor Events:** \$255.00 plus \$10.00 per day;  
Non-Profits - \$95.00 plus \$10.00 per day.  
**Major Events:** \$1,640.00 plus \$10.00 per day;  
Non-Profits - \$555.00 plus \$10.00 per day.

PERMIT NO. 17-17.

**1. APPLICANT** (If the applicant is an organization or business, also include the name of a contact person):  
The Greater Huntington Park Area Chamber of Commerce

Mailing Address: 6725 Seville Ave., Huntington Park, CA 90255

Phone 1: [REDACTED] Phone 2: [REDACTED] email: LMartinez@hpchamber.org

Huntington Park Business License No: N/A

Non-profit organization? Yes  No  If yes, Tax I.D. No?

Emergency Contact (name and telephone): Leticia Martinez (

**2. ADDRESS / LOCATION OF EVENT/ACTIVITY** (Describe on which portion of the public-right-of-ways the event/activity will take place, i.e. – sidewalk, street, alley, etc.):  
Pacific Blvd., Between Florence Ave. to Randolph St.

**3. DESCRIPTION OF EVENT/ACTIVITY** (Describe purpose of event/activity. Include all activities such as meetings, assembly, parade, procession, or entertainment, etc., if more space is needed please attach a separate sheet of paper):

Special downtown event to promote the city of Huntington Park and showcase shopping district.

Entertainment Stage, retail commercial exhibit booths, arts/crafts, food booths, free samplings.

Free community health fair and amusement rides for all ages.

**4. DATE(S) OF EVENT/ACTIVITY:**

DATE(S) OF EVENT(s):

**5. TIME(S) OF EVENT/ACTIVITY (for each day):**

Friday: 5:00 p.m. to 11:00 p.m. / Saturday: 11 a.m. to 11 p.m. / Sunday: 11 a.m. to 10:30 p.m.

6. Have you conducted this event/activity in the past twelve (12) months, in this or a neighboring city?

Yes  No  If yes, where? On Pacific Blvd. Between Gage Ave. to Slauson Ave.

Date(s) April 7, 8 and 9, 2017

7. Have you requested or obtained a permit from any other city within which the event/activity shall commence, terminate or occur in part?

Yes  No  If yes, which city? N/A

8. Number of persons expected to attend event/activity? 150,000

**9. Number and type of vehicles, equipment, and animals that will be used at the event/activity?**

None

**10. Will there be vendors that will be participating in the event/activity?**

Yes  No  If yes, how many? Approximately 40

**11. Do you have insurance for the event/activity?**

Yes  No  If yes, provide information and attach proof: Penn Star Insurance Company

**12. Applicant's authorized representative(s) for management of event/activity.** If more than one, please list on a separate sheet of paper. (Note: Applicant or authorized representative(s) must be present at all times during the event/activity)

Representative's Name: Leticia Martinez, Executive Director/CEO

Contact Number: (323) 585-1155

Mailing Address: 6725 Seville Ave., Huntington Park, CA 90255

**13. Do you anticipate the involvement of any City officials and/or departments in the event/activity?**

Yes  No  If yes, please describe in detail: Mayor and city council to give recognitions to special guests/celebrities honored at the event. Police Department officers for public Safety.

**Please Note:**

- *Submittal of a plan/map showing the location of the event/activity, including pedestrian and/or vehicle circulation is required.*
- *A fully completed application with all required approvals must be submitted to the Community Development Department a minimum of thirty (30) days prior to the date of the event/activity, or a minimum of ninety (90) days prior to the date of the event/activity if City Council approval is required.*

**CERTIFICATE AND AFFIDAVIT OF APPLICANT:** I/We understand and agree to abide by all of the Activity in Public Places Permit regulations of the City of Huntington Park and any other conditions imposed for the event/activity requested. I/We certify that all statements made on this application are true and complete. I/We understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

---

**Applicant's Signature**

7/15/17

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

FOR OFFICE USE ONLY + 1

Received By:

Filing Fee:

Receipt No.:

City Council Approval Required? No  Yes

If yes, tentative meeting date? \_\_\_\_\_

**Departmental/Division Approvals Required:**

<input checked="" type="checkbox"/> Building and Safety	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Engineering	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Police Department	<input checked="" type="checkbox"/> Public Works	<input checked="" type="checkbox"/> Revenue Collections

**Outside Agency Approvals Required:**

L.A. County Fire Dept.  L.A. County Health Dept.  Dept. of Alcoholic Beverage Control (ABC)



**CITY OF HUNTINGTON PARK**  
Community Development Dept. • Planning Division  
6550 Miles Avenue, Huntington Park, CA 90255  
Tel. (323) 584-6210 • planning@h pca.gov

## DEPARTMENTS / AGENCIES REVIEW CHECKLIST

### ACTIVITY IN PUBLIC PLACES PERMIT APPLICATION

PERMIT NO. 17-17

The Community Development Department requires proof of approval from the following departments/agencies that are checked:

Los Angeles County Fire Department  
**Fire Prevention Division**  
3161 E. Imperial Hwy.  
Lynwood, CA 90255  
(310) 603-5258

Approved       Not Approved       No Approval Necessary  
 Approved w/ Conditions - Comments: \_\_\_\_\_  
\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Los Angeles County Health Department  
**Environmental Health Specialist**  
245 S. Fetterly Avenue, Room 2014  
Los Angeles, CA 90022  
(323) 780-2272

Approved       Not Approved       No Approval Necessary  
 Approved w/ Conditions - Comments: \_\_\_\_\_  
\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

State Dept. of Alcoholic Beverage Control  
**Duty Investigator**  
3530 Wilshire Blvd., Suite 1110  
Los Angeles, CA 90010  
(213) 736-2005

Approved       Not Approved       No Approval Necessary  
 Approved w/ Conditions - Comments: \_\_\_\_\_  
\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Park Police Department  
**Watch Commander**  
6542 Miles Avenue  
Huntington Park, CA 90255  
(323) 584-6254

Approved       Not Approved       No Approval Necessary  
 Approved w/ Conditions - Comments: \_\_\_\_\_  
\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Park City Manager's Office  
**City Manager**  
6550 Miles Avenue  
Huntington Park, CA 90255  
(323) 584-6223

Approved       Not Approved       No Approval Necessary  
 Approved w/ Conditions - Comments: \_\_\_\_\_  
\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

# ACTIVITY IN PUBLIC PLACES PERMIT APPLICATION

PERMIT NO. 17-17

The Community Development Department requires proof of approval from the following departments/agencies that are checked:

Huntington Park Office of the City Clerk  
**City Clerk**  
6550 Miles Avenue, Room 148  
Huntington Park, CA 90255  
(323) 584-6230

Approved       Not Approved       No Approval  
Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Park Planning Division  
**Community Development Director**  
6550 Miles Avenue, Room 145  
Huntington Park, CA 90255  
(323) 584-6251

Approved       Not Approved       No Approval  
Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Park Finance Department  
**Finance Manager**  
6550 Miles Avenue, Room 127  
Huntington Park, CA 90255  
(323) 584-6237

Approved       Not Approved       No Approval  
Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Park Building Division  
**Building Official**  
6550 Miles Avenue, Room 145  
Huntington Park, CA 90255  
(323) 584-6315

Approved       Not Approved       No Approval  
Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Park Public Works Dept.  
**Public Works Director / City Engineer**  
6550 Miles Avenue, Room 145  
Huntington Park, CA 90255  
(323) 584-6253

Approved       Not Approved       No Approval  
Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Park Parks and Rec. Dept.  
**Parks and Recreation Director**  
3401 E. Florence Avenue  
Huntington Park, CA 90255  
(323) 584-6218

Approved       Not Approved       No Approval  
Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Randolph Street

Randolph Street

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CLARENDON AVE.

The Greater  
Huntington Park Area  
CHAMBER OF COMMERCE

*Presents*

*25th Anniversary*

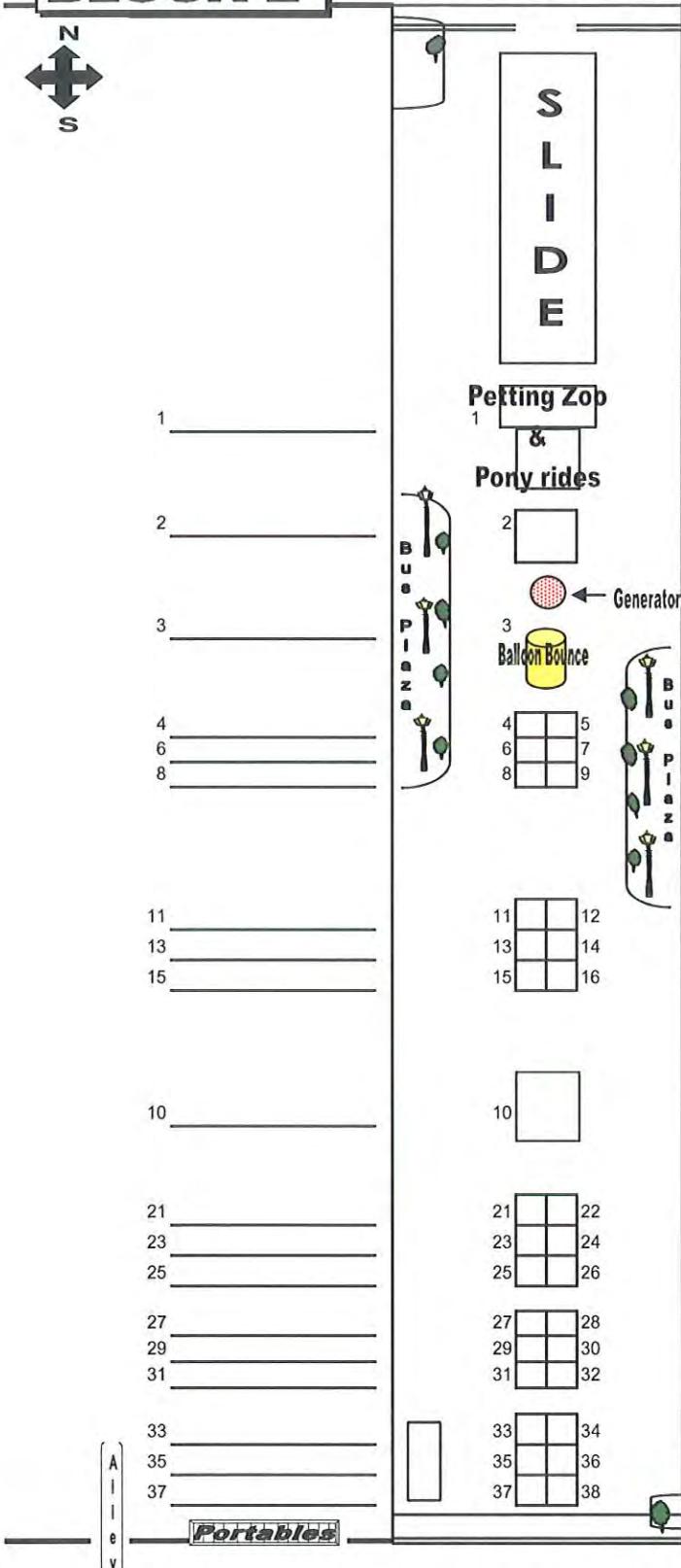


*Downtown Festival*

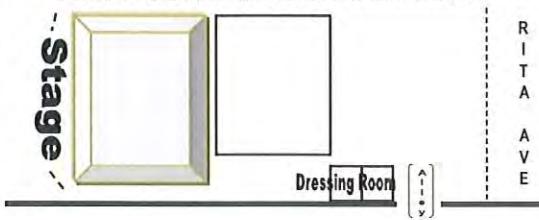
Oct. 6, 7 & 8, 2017

## BLOCK 2

**CLARENDON AVE.**



**GAGE AVE.**



The Greater  
Huntington Park Area  
**CHAMBER OF COMMERCE**

## *Presents*



**Sabor  
De MEXICO  
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*Downtown Festival*  
Oct. 6, 7 and 8, 2017

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**BLOCK 3**



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Portable

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The Greater  
Huntington Park Area  
**CHAMBER OF COMMERCE**

Presents

25 Anniversary

  
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Downtown Festival  
Oct. 6, 7 and 8, 2017

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**Food Court**

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**Food Court**

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**SATURN AVE.****Plaza De Mariachi**

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F143 F144  
F145 F146  
147 148  
149 150  
151 152

**R I T A A V E**

Chamber Booth  
Chamber RV  
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**POLICE COMMAND POST**

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The Greater  
Huntington Park Area  
CHAMBER OF COMMERCE

Presents



Oct. 6, 7 and 8, 2017

Portables

RollOff Bin

BMX Experience

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SATURN AVE.

Plaza De Mariachi

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The Greater  
Huntington Park Area  
CHAMBER OF COMMERCE

Presents



Oct. 6, 7 and 8, 2017

FLORENCE AVE.

## ATTACHMENT “B”

**EVENT OVERTIME ESTIMATE**  
**Sabor De Mexico Lindo 2017 (Friday)**

Position	Hourly Rate	Overtime Rate 150%	Hours Worked	Total of Hours Worked Per Officer	Total # Of Officers	
Police Lieutenant	\$ 62.00	\$ 93.00	12.00	\$1,116.00	1	\$1,116.00
Police Sergeant	\$ 56.00	\$ 84.00	12.00	\$1,008.00	1	\$1,008.00
Police Sergeant	\$ 56.00	\$ 84.00	7.00	\$588.00	1	\$588.00
Senior Officer - Officer	\$ 51.00	\$ 76.50	7.00	\$535.50	10	\$5,355.00
Comm Operator (Dispatcher)	\$ 32.00	\$ 48.00	9.00	\$432.00	1	\$432.00
<b>Total Projected Overtime</b>						<b>\$8,499.00</b>



**Sabor De Mexico Lindo 2017 (Saturday)**

Position	Hourly Rate	Overtime Rate 150%	Hours Worked	Total of Hours Worked Per Officer	Total # Of Officers	
Police Lieutenant	\$ 62.00	\$ 93.00	12.00	\$1,116.00	1	\$1,116.00
Police Sergeant	\$ 56.00	\$ 84.00	12.00	\$1,008.00	1	\$1,008.00
Police Sergeant	\$ 56.00	\$ 84.00	8.00	\$672.00	1	\$672.00
Senior Officer - Officer	\$ 51.00	\$ 76.50	10.00	\$765.00	4	\$3,060.00
Senior Officer - Officer	\$ 51.00	\$ 76.50	8.00	\$612.00	6	\$3,672.00
Comm Operator (Dispatcher)	\$ 32.00	\$ 48.00	10.00	\$480.00	1	\$480.00
<b>Total Projected Overtime</b>						<b>\$10,008.00</b>

				Officer	Officers	
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Sabor De Mexico Lindo 2017 (Sunday)						
Position	Hourly Rate	Overtime Rate 150%	Hours Worked	Total of Hours Worked Per Officer	Total # Of Officers	
Police Lieutenant	\$ 62.00	\$ 93.00	12.00	\$1,116.00	1	\$1,116.00
Police Sergeant	\$ 56.00	\$ 84.00	12.00	\$1,008.00	1	\$1,008.00
Police Sergeant	\$ 56.00	\$ 84.00	10.00	\$840.00	1	\$840.00
Senior Officer - Officer	\$ 51.00	\$ 76.50	10.00	\$765.00	4	\$3,060.00
Senior Officer - Officer	\$ 51.00	\$ 76.50	7.00	\$535.50	6	\$3,213.00
Comm Operator (Dispatcher)	\$ 32.00	\$ 48.00	10.00	\$480.00	1	\$480.00
					<b>Total Projected Overtime</b>	<b>\$9,717.00</b>
					<b>Total Projected Overtime Grand Total</b>	<b>\$28,224.00</b>

The conditions are as follow:

The Police Department approval is contingent upon the listed conditions being met, coupled with the decisions reached during the planning process.

The Police Department has the discretion to increase or decrease staffing based on the final event plan presented

The Police Department has final approval of the security deployment plan

All vendors will be required to obtain a City of Huntington Park business license

Alcohol sales or sampling will not be permitted anytime before, during, or after the event without submittal of the proper licenses

\*\*\* Cost Estimate does not include Field Services or Code Enforcement personnel

THIS IS A PRELIMINARY ESTIMATE

THIS ESTIMATE IS SUBJECT TO CHANGE BASED ON THE AVAILABILITY OF ON DUTY PERSONNEL AND CHANGING CONDITIONS IN THE EVENT PLANNING

Signature of Applicant \_\_\_\_\_ Date: \_\_\_\_\_



# Public Works Department

## Cost Estimate

DATE: 8/29/2017

RE: Sabor De Mexico Lindo Downtown Festival 10-6,7, & 8-2017

PERSONNEL								
DATE	JOB DESCRIPTION	HOURS	REG RATE	OVERTIME RATE	# OF STAFF	CLASSIFICATION	SUB TOTAL	GRAND TOTAL
10/4/17 Wednesday	Deliver delineators along Pacific Blvd. and cross streets. For posting of No Parking. Deliver message boards.	3	\$26.84		3	Maintenance Workers	\$241.56	
Thursday 10/5/17	Deliver barricades, cones, delineators, and event signs at assigned locations for street closure. Set up detour route.	4	\$26.84		4	Maintenance Workers	\$429.44	
Thursday 10/6/17	Set up and close all left turn pockets and assist PD with street closures at 5 P.M. Pick up delineators.	3		\$41.78	2	Maintenance Workers	\$250.68	
		3		\$62.82	1	PW Supervisor	\$188.46	
Monday 10/9/17	Pick up all traffic control supplies and equipment.	4	\$26.84		4	Maintenance Workers	\$429.44	
						SUB TOTAL	\$1,539.58	
					25.0%	OVERHEAD	\$384.90	
						PERSONNEL TOTAL	\$1,924.48	\$1,924.48
EQUIPMENT								
Unit 349 /409	Ford F-150 w/trailer	4	\$22.76				\$91.04	
Unit 353/410	Ford F-450 w/trailer	8	\$28.17				\$225.36	
Unit 346	Chevrolet stake bed vehicle	4	\$22.76				\$91.04	
						EQUIPMENT TOTAL	\$407.44	\$407.44
MATERIALS								
		QTY.	RATE					
						MATERIAL TOTAL		
							TOTAL EVENT COST	\$2,331.92
							TOTAL OVERTIME PERSONNEL COST	\$439.14

PREPARED BY

DATE: 8/29/17

## ATTACHMENT "C"



CITY OF HUNTINGTON PARK  
Community Development Dept. • Planning Division  
6550 Miles Avenue, Huntington Park, CA 90255  
Tel. (323) 584-6210 • planning@hpcagov

## STREET CLOSURE AUTHORIZATION FORM

**FOR OFFICE USE ONLY**Date Filed: 7/25/17SEP No.: 17-17

Fee/Receipt No.: \_\_\_\_\_

Initials: DRSpecial Event Name: Sabor de Mexico Lindo Downtown FestivalSpecial Event Applicant: H.P. Chamber of CommerceLocation: Randolph St - Florence Ave.Date of Closure/Blockage: Oct. 6, 7, 8, 2017

Time: \_\_\_\_\_

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

**By signing this form, merchants do not object to street closure**

Name/Business	Signature	Address	Date
INTER-SHOPES	<u>gts</u>	7025 PACIFIC	4/25/17
Big Party Crafts	<u>Teresa Agustin</u>	7031 pacific	4/25/17
YOLANDA'S BRIDAL	<u>Yolande Guadalupe</u>	7113 Pacific	4/25/17
Yerbabuena	<u>Maria Laramo</u>	7115 pacific	4/25/17
Caleb's wireless	<u>SP-103</u>	7119 Pacific Blvd	4/25/17
Debra's Consignment	<u>Debra</u>	7113 Pacific Blvd	4/25/17
Advland Duran	<u>Advland B.</u>	6923 Pacific Blvd.	5/03/17
SC Pakar	<u>SC Pakar</u>	7007 Pacific Blvd	5/03/17
Kitting & More	<u>Kitting &amp; More</u>	7017 Pacific Blvd	5-4-17
Casa Bonita	<u>Angela Esquivel</u>	7019 Pacific Blvd	5-4-17
Onase	<u>Onase</u>	7141 Pacific Blvd	5-4-17
Dalex Dollar Express	<u>Erika Bang</u>	7138 Pacific Blvd	5-4-17
Law offices of Justin Rodriguez Multi Ser.	<u>Justin Rodriguez</u>	7136 Pacific #260	5-4-17
	<u>Justin Rodriguez</u>	7136 Pacific #251	5-4-17
Master Chiropractic	<u>Master Chiropractic</u>	7136 Pacific #240	5-4-17
Spa Ka Divas	<u>Spa Ka Divas</u>	7104 Pacific	5-4-17
Sweet Dreams Linen	<u>Dianna Hernandez</u>	7012 Pacific Blvd.	5-4-17
Midnight Gowns	<u>Midnight Gowns</u>	6916 pacific Blvd	5-4-17
CATHYNE SAVISM	<u>CATHYNE SAVISM</u>	6908 Pacific Blvd	5-4-17
MARTHA KOO	<u>MARTHA KOO</u>	6904 Pacific Blvd	5-4-17
Mary Parisian	<u>Mary Parisian</u>	7125 Pacific Blvd.	5/22/17



CITY OF HUNTINGTON PARK  
Community Development Dept. • Planning Division  
6550 Miles Avenue, Huntington Park, CA 90255  
Tel. (323) 584-6210 • planning@hpcap.gov

# STREET CLOSURE AUTHORIZATION FORM

**FOR OFFICE USE ONLY**Date Filed: 7/25/17SEP No.: 17-17

Fee/Receipt No.: \_\_\_\_\_

Initials: RPSpecial Event Name: Sabor de Mexico Lindo Downtown FestivalSpecial Event Applicant: H.P. Chamber of CommerceLocation: Florence Ave - Randolph stDate of Closure/Blockage: Oct. 6, 7, 8, 2017

Time: \_\_\_\_\_

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

**By signing this form, merchants do not object to street closure**

Name/Business	Signature	Address	Date
CITIBANK	<u>Chamau Alvaro</u>	7140 Pacific Blvd.	5/22/17
Holy Acupuncture	<u>Edwin</u>	7128 Pacific Blvd #4	05/22/2017
Wilma Sains	<u>Wilma Sains</u>	7128 Pacific Blvd B	5-22-17
Juan Lopez	<u>Juan Lopez</u>	7126 Pacific Blvd	5-22-17
Armando Perez	<u>Armando Perez</u>	7136 Pacific Blvd	5-22-17
Payless Verovalcastro	<u>Payless Verovalcastro</u>	6725 Pacific Blvd	5/22/17
Judy's	<u>Judy's</u>	6715 Pacific Blvd	5/22/17
HOT STYLERS	<u>HOT STYLERS</u>	6709 Pacific Blvd	5/22/17
Eric SOTO	<u>Eric SOTO</u>	6718 Pacific Blvd	5/22/17
Boost Mobile	<u>Boost Mobile</u>	6725 Pacific Blvd	05/22/17
Cafe Sociedad Latina	<u>Cafe Sociedad Latina</u>	6806 Pacific Blvd	05/22/17
ARAGON PHOTO	<u>ARAGON PHOTO</u>	6828 Pacific Blvd.	5-22-17
Pacific Wedding	<u>Pacific Wedding</u>	7003 Pacific Ste A	5-22-17
PR1cess SAVVY	<u>PR1cess SAVVY</u>	7007 Pacific Blvd	5-22-17
Tutti-Frutti	<u>Tutti-Frutti</u>	10811 Pacific Blvd	5-22-17
Pacific Professional Income	<u>Tania L-Aguayo</u>	7117 Pacific Blvd Ste C	5-22-17
Chamiral Resto	<u>Chamiral Resto</u>	7111 Pacific Blvd	6/13/17
Claudia J. Casillas	<u>Claudia J. Casillas</u>	7017 Pacific Blvd.	6/13/17
metropcs	<u>metropcs</u>	11809 Pacific Blvd	6/13/17
Rinconcito Enchile	<u>Rinconcito Enchile</u>	6503 Pacific Blvd	6/13/17
Tortas Ahogadas	<u>Tortas Ahogadas</u>	6503 Pacific Blvd	6/13/17
El Rey	<u>El Rey</u>		



CITY OF HUNTINGTON PARK  
Community Development Dept. • Planning Division  
6550 Miles Avenue, Huntington Park, CA 90255  
Tel. (323) 584-6210 • planning@hpcgov

# STREET CLOSURE AUTHORIZATION FORM

**FOR OFFICE USE ONLY**

Date Filed: 7/25/17 SEP No.: 17/17 Fee/Receipt No.: \_\_\_\_\_ Initials: RP

Special Event Name: Sabor de Mexico Lindo Downtown Festival

Special Event Applicant: H.P. Chamber of Commerce

Location: Randolph st - Florence Ave.

Date of Closure/Blockage: Oct. 6, 7, 8, 2017

Time: \_\_\_\_\_

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

**By signing this form, merchants do not object to street closure**

Name/Business	Signature	Address	Date
Big Mama's Burgers	<u>Jenny Parker</u>	6330 Pacific Blvd.	4/24/17
Uibachi Express		6330 Pacific Blvd.	4/24/17
Primor	<u>Nancy St.</u>	6334 Pacific Blvd.	4/24/17
Dolci	<u>Monica</u>	6338 Pacific Blvd	4/24/17
Pike 488	<u>Car</u>	6360 Pacific Blvd	4/24/17
Verizon Wireless	<u>PG</u>	6400 Pacific Blvd	4/24/17
Minchell's Donut Hole	<u>Efrain Arce</u>	6501 Pacific Blvd	4/25/17
Just Eat Social	<u>BB</u>	6111 Pacific Blvd	4/25/17
Jorge L. Rodriguez	<u>Jorge</u>	6121 Pacific Blvd	4/25/17
Carryn Beach	<u>Jerry</u>	6123 Pacific Blvd	4-25-17
Orange Wireless	<u>D</u>	6123 Pacific Blvd	04/25/17
Yuri's Salon	<u>Yuri</u>	6207 Pacific Blvd	4/25/17
My Feelin P.R.	<u>Monica</u>	6217. pacific Blvd	4-25-17
Zogalido Cu.	<u>Priscilla P.</u>	6907 PACIFIC BLVD	4. 25. 17
Sania Flores	<u>Movies Xaviers</u>	6901 pacific blv	4/25/17
Los Suenos	<u>CJ</u>	6901 Pacific Blvd	4/25/17
ARCADE	<u>Benny Bent</u>	6901 PACIFIC BLD	4-25-17
CORN FLK KITCHEN	<u>Zimmer</u>	6913 Pacific Blvd	4/25/17
Felicia Drama	<u>Priscilla Vallenquela</u>	6923 Pacific	4/25/17
PACIFIC Arts	<u>Marlon Belon</u>	7003 PACIFIC	4-28-17
Lucy F/S	<u>ed</u>	7021 11	4/25/17



STREET CLOSURE  
AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: 7/25/17 SEP No.: 17-17 Fee/Receipt No.: \_\_\_\_\_ Initials: RP

Special Event Name: Sabor de Mexico Lindo Downtown Festival

Special Event Applicant: H.P. Chamber of Commerce

Location: Slavson Ave - Florence Ave

Date of Closure/Blockage: Oct. 6, 7, 8, 2017

Time: \_\_\_\_\_

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

**By signing this form, merchants do not object to street closure**

Name/Business	Signature	Address	Date
Cricket	<u>Maryya Morales</u>	6409 Pacific Blvd	04/20/17
Christian Books	<u>Johnna Jones</u>	6149 1/2 Santa Feffer	04/20/17
Best Buy Ele.	<u>John</u>	6901 Pacific Blvd.	4/20/17
METRO PCS	<u>John</u>	6132 Pacific	4/24/17
WSS	<u>John</u>	6200 PACIFIC Blvd	4/24/17
KATYS Fashion	<u>John</u>	6208 Pacific Blvd	4/24/17
HP OUTLET	<u>John</u>	6210 Pacific	4/24/17
Royal Tie Tuxedos	<u>John</u>	6214 Pacific Blvd	4/24/17
YK ACCESSORIES	<u>John</u>	6216 PACIFIC Blvd	4/24/17
Naka cosmetics	<u>John</u>	6220 pacific Blvd	4/24/17
7-Eleven	<u>John</u>	6224 Pacific Blvd	4/24/2017
Pacific Restaurant	<u>John</u>	6300 pacific Bl.	4-24-17
Alexander's Beauty Salons & more	<u>John</u>	6302 Pacific Blvd	4/24/17
YERBERITO	<u>John</u>	6306 Pacific Blvd	4/24/17
Sandra Lopez	<u>Sandra Lopez</u>	6308 Pacific	4/24/17
PACIFIC DENTAL & IMP.	<u>John</u>	6318 Pacific Blvd	4-24-17
Brumley	<u>John</u>	6320 Pacific Blvd	4-24-17
Gammon's	<u>John</u>	6330 Pacific Blvd	4-24-17
Sofcas Acc.	<u>John</u>	6330 Pacific #103-A	4-24-17
Gemini BEAUTY	<u>John</u>	6330 Pacific Blvd	04-24-17
A-Technical College of LA	<u>John</u>	6330 Pacific Blvd	4/24/17



CITY OF HUNTINGTON PARK  
Community Development Dept. • Planning Division  
6550 Miles Avenue, Huntington Park, CA 90255  
Tel. (323) 584-6210 • planning@h pca.gov

# STREET CLOSURE AUTHORIZATION FORM

**FOR OFFICE USE ONLY**

Date Filed: 7/25/17 SEP No.: 17F17 Fee/Receipt No.: \_\_\_\_\_ Initials: RP

Special Event Name: Sabor de Mexico Lindo Downtown Festival

Special Event Applicant: H.P. Chamber of Commerce

Location: Florence Ave - Randolph st

Date of Closure/Blockage: Oct. 6, 7, 8, 2017 Time: \_\_\_\_\_

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

**By signing this form, merchants do not object to street closure**

Name/Business	Signature	Address	Date
Palace C.V.	<u>Messiah D. Lewis</u>	6518 pacific Blvd	4/20/17.
National GSM	<u>Adriana Vega</u>	6526 Pacific	4/20/17
Tacos Al Vapor "El Rey"	<u>Henry Velazquez</u>	6530 Pacific	04/20/17
Shine One	<u>Lab OFF (Business by Manager)</u>	6534 pacific	4/20/17
JayBeautySupply	<u>John</u>	6536 Pacific	4-20-17
Corner Kitchen	<u>John Stark</u>	6540 Pacific	04/20/17
Prince Burgers	<u>John</u>	6608 Pacific	04/20/17
EL PASTOR Bar & Grill	<u>John</u>	6606 pacific	4-20-17
La Parisina	<u>John</u>	6543 Pacific Blvd	4/20/17
ALL SALE	<u>John</u>	6941 PACIFK BLVD	4-20-17.
Lexis Shoes	<u>John</u>	10529 Pacific Blvd	04/20/17
huntington craft	<u>John</u>	6535 pacific Blvd	04/20/17
Andrea U.S.A.	<u>John</u>	10523 PACIFIC Blvd.	4-20-17
Caroline Belakhanovs	<u>John</u>	6507 Pacific Blvd	4/20/17
Hilda Alonso	<u>John</u>	10507S Pacific BLW	4/20/17
Shedi Law	<u>John</u>	10503 Pacific Blvd	4/20/17
Sayad Lloji	<u>John</u>	6439 Pacific	4/20/17
Jessica Robles	<u>John</u>	6433 Pacific	4/20/17
Guadalupe Alvarez	<u>Guadalupe Alvarez</u>	6415 Pacific	4/20/17
BLUE BONANA	<u>Marcialena Lopez</u>	6407 PACIFIC	4/20/17



STREET CLOSURE  
AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: 7/25/17

SEP No.: 17-17

Fee/Receipt No.: \_\_\_\_\_

Initials: ZP

Special Event Name: Sabor de Mexico Lindo Downtown Festival

Special Event Applicant: H.P. Chamber of Commerce

Location: Florence Ave - Randolph St.

Date of Closure/Blockage: Oct. 6, 7, 8, 2017

Time: \_\_\_\_\_

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

**By signing this form, merchants do not object to street closure**

Name/Business	Signature	Address	Date
<u>Nutrition &amp; More</u>	<u>Marissa Elenes L.</u>	<u>6606 PACIFIC BLVD</u>	<u>4-19-17</u>
<u>AMERICAN COLLEGE OF HEALTHCARE</u>	<u>Esther Ramirez</u>	<u>6606 Pacific Blvd.</u>	<u>4/19/17</u>
<u>Division Safety Program</u>	<u>Flores Jr.</u>	<u>6606 Pacific Blvd #215</u>	<u>4/19/17</u>
<u>BANK OF AMERICA</u>		<u>6601 PACIFIC BLVD</u>	<u>4/19/17</u>
<u>Unlimited Clothing</u>	<u>Orbile</u>	<u>6611 PACIFIC</u>	<u>4/19/17</u>
<u>D N Dollar</u>	<u>R.</u>	<u>66017 Pacific</u>	<u>4/19/17</u>
<u>Unlimited</u>	<u>Jessica Miranda</u>	<u>6707 Pacific BLVD.</u>	<u>4/19/17</u>
<u>Satisfaction Muah</u>	<u>Jim</u>	<u>6709A Pacific Blvd.</u>	<u>4/19/17</u>
<u>El Norteno familiar</u>	<u>Juan Perez</u>	<u>6801 Pacific Blvd</u>	<u>4/19/17</u>
<u>Judy's Fashion</u>	<u>Judy Perez</u>	<u>6801 Pacific Blvd</u>	<u>4/19/17</u>
<u>Wawa Shoes</u>	<u>Wawa</u>	<u>6805 Pacific Blvd</u>	<u>4/19/17</u>
<u>Villalobos Footwear</u>	<u>Garcia Ruz</u>	<u>6815 Pacific Blvd</u>	<u>4/19/17</u>
<u>Art Spring</u>	<u>Alvaro</u>	<u>6902 Pacific Blvd</u>	<u>4/20/17</u>
<u>Traction</u>	<u>Craig</u>	<u>6903 Pacific Blvd</u>	<u>4/20/17</u>
<u>Terra</u>	<u>Terra</u>	<u>6412 Pacific Blvd.</u>	<u>4/20/17</u>
<u>Discotecucco</u>	<u>Obdulia</u>	<u>6422 Pacific</u>	<u>4/20/17</u>
<u>Buy Rite</u>	<u>Hector &amp; Gracis</u>	<u>6424 Pacific</u>	<u>4/20/17</u>
<u>USA ELECTRONIC</u>	<u>USA</u>	<u>6506 PACIFIC</u>	<u>4-20-17</u>
<u>Tacos Mexico</u>	<u>Reyes</u>	<u>6508 Pacific</u>	<u>4-20-17</u>
<u>Yma River</u>	<u>Yma River</u>	<u>6526 Pacific Blvd</u>	<u>4/20/17</u>
<u>Ora Alorzo</u>	<u>Ora Alorzo</u>	<u>6496 Pacific Blvd</u>	<u>4-20-17</u>



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# STREET CLOSURE AUTHORIZATION FORM

**FOR OFFICE USE ONLY**Date Filed: 7/25/17SEP No.: 17-17

Fee/Receipt No.:

Initials: RPSpecial Event Name: Sabor de Mexico LindoSpecial Event Applicant: H.P. Chamber of CommerceLocation: Florence Ave. - Randolph StDate of Closure/Blockage: October 6, 7, 8, 2017 Time:

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

**By signing this form, merchants do not object to street closure**

Name/Business	Signature	Address	Date
CKLASS		60303 Pacific ave	1/24/17
Vianney		6343 PACIFIC	1/24/17
Love forever F/S		6339 Pacific Blv	1/24/17
FANCY HAIR SAL		6325 PACIFIC BLV	1/24/17
SPORT FASHION		6313 1/2 pacific blvd	1/24/17
M. & Felix Rocaar P.		6217-pacific-av	1/24/17
Best deal In town		6217 Pacific Ave	1/24/17
MEXICAN YARNS F.C.		6217 Lot. 4 PACIFIC	1/24/17
Smart Buy outlet		6201 Pacific Blvd	1/24/17
Pacific Kids Dental		6115. Pacific Blvd	1.24.17.
BANK OF HOPE		Pacific Blvd	1/24/17
communities for a better environment		6325 Pacific #300	1/26/17
Alma Martínez		6303 Pacific Blvd	1/26/17
Pal Sono		6223 Pacific Bl.	1-26-17
Verde Leon		6207 Pacific Blv	1/26/17
Dino Chicken		6135 Pacific Blvd	1/27/17
La Michoacana		6822 Pacific	1/27-18-17
Foot locker INC		6732 Pacific Blv	4/19/17
Son Sanch		6720 Pacific Bl.	4/19/17
Alela Sartoria		6710 Pacific Blv	4/19/17
Terra Mia Coffee		6704 Pacific Blv	4/19/17



**STREET CLOSURE  
AUTHORIZATION FORM**

**FOR OFFICE USE ONLY**

Date Filed: 7/25/17 SEP No.: 17-17 Fee/Receipt No.: \_\_\_\_\_ Initials: RP

Special Event Name: Sabor de Mexico Lindo

Special Event Applicant: H.P. Chamber of Commerce

Location: Florence Ave - Randolph St.

Date of Closure/Blockage:

Time:

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

**By signing this form, merchants do not object to street closure**

Name/Business	Signature	Address	Date
El Gallo Giro	<u>Angela B</u>	7148 Pacific	1-17-17
Dentaland	<u>Angela M</u>	7136 Pacific	1-17-17
Express Employment	<u>Debra Lampy</u>	7136 Pacific	1-17-17
Kumi Lakha	<u>Debra Hall</u>	7136 Pacific #225	1-17-17
Unicaden Miguel	<u>Debra Hall</u>	7128 Pacific Blvd	-1-17-17
Law Office of Manuel Solis	<u>Debra Hall</u>	7128 Pacific Blvd	01/17/17
Pacific Dental Center	<u>Debra Hall</u>	7128 Pacific Blvd	1-17-17
Pita medical clinic	<u>Debra Hall</u>	7126 Pacific Blvd	1-17-17
San Miguel Spa	<u>Debra Vasquez</u>	7130 F Pacific	1-17-17
Along the Park	<u>Debra Vasquez</u>	7120 S Pacific	1-17-17
Uhu Que	<u>Cricket</u>	7130 B Pacific	1-17-17
Metro PCS	<u>Metro</u>	7132 Pacific	1-17-17
Michaels Boutique	<u>Chely Wain</u>	7118 Pacific	1-17-17
Estela Cáceres	<u>McLanigan</u>	7114 Pacific	1-17-17
ENCA Stair	<u>McLanigan</u>	7109 Pacific	1-17-17
Casa do Cafe	<u>Carlos Alberto Ramirez</u>	7100 Pacific Blvd	1-17-17
H.P. Shoes Plus	<u>Air Air Aria</u>	7028 Pacific	1-17-17
Kelly's Design	<u>John</u>	7026 Pacific Blvd.	1-17-17
U.S. Joy	<u>Mandy</u>	7022 Pacific	1-17-17
ROSA Mercado	<u>RP</u>	7018 Pacific Blvd	1-17-17
MARK	<u>Mark</u>	7018 Pacific Bl-	01/17/17



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# STREET CLOSURE AUTHORIZATION FORM

**FOR OFFICE USE ONLY**

Date Filed: 7/25/17 SEP No.: 17-17 Fee/Receipt No.: \_\_\_\_\_ Initials: RP

Special Event Name: Sabor de Mexico Lindo

Special Event Applicant: H.P. Chamber of Commerce

Location: Florence Ave. - Randolph St.

Date of Closure/Blockage: \_\_\_\_\_ Time: \_\_\_\_\_

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

**By signing this form, merchants do not object to street closure**

Name/Business	Signature	Address	Date
Brisa's AI Naturals	FCO	7016 Pacific Blvd.	1/17/17
Fine Discount		7004 Pacific	1-17-17
Buy & S. Bros	Buy Bros	6912 Pacific	1-17-17
FRUITNUT Fruit	Leslie Mays	6901 Pacific Blvd.	1-17-17
Angel Nixies		6900 Pacific	1-17-17
Stephany's Face		6901 Pacific Blvd.	1/12/17
ET PC	ROD VCO	6901 Pacific Blvd	1/17/17
DR. HERNANDEZ, OPTOMETRIST	Sol Hernandez	6134 Pacific Blvd	1/12/17
99 cent only		6122 Pacific Blvd	1/17/17
Walgreens		6100 Pacific	1/17/17
ACE KIDS	Wally	6357 Pacific Blvd	1-19-17
Tiffany's Bridal Saloon	Wally	63415 Pacific Blvd	1-19-17
MARINAS Linens		6337 Pacific Blvd	1-19-17
Hernandez Outlet		10335 Pacific Blvd	1-19-17
ARTMAN PLASTIC	Artman Plastic	6325 Pacific Blvd	1-19-17
JVR INTERNATIONAL		6325 Pacific Blvd S-205	1-19-17
Hernandez Tailor		6325 Pacific S-205	1-19-17
CALM. Inst. of Inf. Serv		6325 Pacific Blvd	01/19/2017
Deander	Merry	6351 Pacific Blvd	01/19/2017



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Community Development Dept. • Planning Division  
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## STREET CLOSURE AUTHORIZATION FORM

**FOR OFFICE USE ONLY**

Date Filed: 7/25/17 SEP No.: 12-17 Fee/Receipt No.: \_\_\_\_\_ Initials: RP

Special Event Name: Sabor de Mexico Lindo Downtown Festival

Special Event Applicant: H.P. Chamber of Commerce

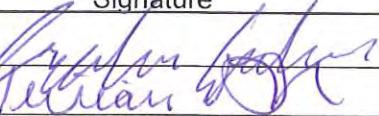
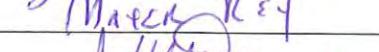
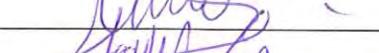
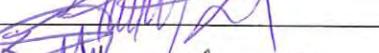
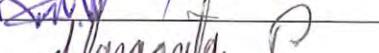
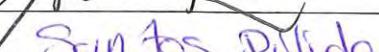
Location: Florence Ave - Randolph st

Date of Closure/Blockage: Oct. 6, 7, 8, 2017

Time:

*(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)*

*By signing this form, merchants do not object to street closure*

Name/Business	Signature	Address	Date
Children's Place		6423 Pacific Blvd	06/13/17
Sprint		10421 Pacific	06/13/17
WINNERS ONLY		6405 Pacific	6/13/17
Yessica Gao.		4420 S. Pacific	6/14/17
CALIF Inst of Professional Services		6325 Pacific Blvd #200	06/14/2017
Royal Prestige		6325 Pacific #204	6/14/2017
Maya B. Casas		6211 Pacific Blvd	6/14/2017
Ana M. Lopez		6301 Pacific Blvd	06-14-17
Kate Mendez		6103 Pacific Blvd	6/14/17
Carlos fabrics		6312 Pacific Blvd	6/14/17
John Kim		6303 Pacific Blvd	6-15-17
Santos Pulido		6330 Pacific Blvd	6-14-17
Boost Mobile		6424 Pacific Blvd	6-14-17
Medical uniforms		(323) 647-9101/6512 Pacific	14/17
Alana Pamper		6518 Pacific Blvd	6-14-17
Janet R. Jones		6107 Pacific	

## ATTACHMENT “D”

## Active Business Licenses along Pacific Blvd.

### Event

**Sabor de Mexico (Randolph to Florence)**      **Signatures Required  $\approx 300 \times 70\% \approx 210$**

Address Range: 6100 to 7148 Pacific

### Petitions

**Signatures Collected  $\approx 202$**



# CITY OF HUNTINGTON PARK

Parks and Recreation Department  
City Council Agenda Report

September 5, 2017

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF GENERAL FEDERATION OF WOMEN'S CLUB OF HUNTINGTON PARK'S SPECIAL EVENTS PERMIT AND REQUEST FOR FEE WAIVER FOR THEIR 5TH ANNUAL DOMESTIC VIOLENCE AND SEXUAL ASSAULT CONFERENCE**

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

1. Approve Application for the General Federation of Women's Club of Huntington Park's "Domestic Violence and Sexual Assault Conference", scheduled for October 7, 2017 at the Huntington Park Community Center; and
2. Approve facility fee waiver request for event.

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

The General Federation of Women's Club (GFWC) is an international women's organization dedicated to community improvement by enhancing the lives of others through volunteer service. It continues a long history of strong women promoting education, social justice, and health for women and families. Over the last four years, the GFWC has hosted an annual conference providing support and resources to address Domestic Violence and Sexual Assault.

Due to the cancellation of the Parks and Recreation Commission meeting on August 23, 2017 meeting the GFWC of Huntington Park is respectfully requesting Council consider their fee waiver application for event fees including facility deposit fees, rental fees, janitorial fees, and parks staff fees.

Ivonne Correa, President of the Women's Club, an eligible non-profit organization, is requesting a facility use permit and facility fee waiver to host annual "Domestic Violence and Sexual Assault Conference" on Saturday, October 7, 2017 at the Huntington Park Community Center. This public event serves as a free informational and resource conference to address multifaceted forms of violence, verbal abuse, emotional abuse,

**CONSIDERATION AND APPROVAL OF GENERAL FEDERATION OF WOMEN'S CLUB OF HUNTINGTON PARK'S SPECIAL EVENTS PERMIT AND REQUEST FOR FEE WAIVER FOR THEIR 5TH ANNUAL DOMESTIC VIOLENCE AND SEXUAL ASSAULT CONFERENCE**

September 5, 2017

Page 2 of 3

elder abuse, rape, human trafficking and murder. 50-100 participants are anticipated to attend this year's event. The fee associated with the fee waiver application will go towards achieving the organization's goal of opening a women's crisis center in Huntington Park.

The proposed event schedule is as follows:

Setup: Friday, October 6, 2017 from 6:00 pm to 9:00 pm; and

Saturday, October 7, 2017 from 8:30 am to 10:00 am

Event: Saturday, October 7, 2017 from 10:00 am to 2:30 pm

Cleanup: Saturday, October 7, 2017 from 2:30 pm to 5:30 pm

This is the fifth year that GFWC proposes to use the Huntington Park Community Center for their annual event. Staff have met with event organizers. Event volunteers along with minimal Parks staff, will provide event setup and clean-up.

The Council may also wish to consider waiving a portion of the fees such as the refundable deposit, community center and kitchen fees but charging the organizers for the janitorial fee and the parks staff fee so that the City doesn't bear those expenses. In that event the Women's Club would be charged \$546.00.

**FISCAL IMPACT/FINANCING**

The GFWC respectfully requested a fee waiver for their event to waive the following fees:

Refundable Deposit Fee:	\$ 500.00
Huntington Park Community Center:	\$ 287.00
Janitorial Fee:	\$ 204.00
Parks Staff:	\$ 342.00
Kitchen Fee:	\$ 75.00
<b>Total fees waived:</b>	<b>\$1,408.00</b>

**CONSIDERATION AND APPROVAL OF GENERAL FEDERATION OF WOMEN'S CLUB OF HUNTINGTON PARK'S SPECIAL EVENTS PERMIT AND REQUEST FOR FEE WAIVER FOR THEIR 5TH ANNUAL DOMESTIC VIOLENCE AND SEXUAL ASSAULT CONFERENCE**

September 5, 2017

Page 3 of 3

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

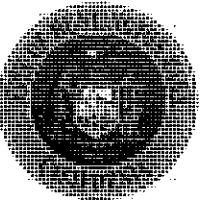


Daniel Hernandez  
Director of Public Works/Interim Director of Parks and Recreation

**ATTACHMENT(S)**

- A. Facility Application
- B. Facility Fee Waiver Application
- C. Fee Waiver Request Letter
- D. Event Layout
- E. City of HP Parks & Recreation Department Invoice

## ATTACHMENT "A"



# Facility Rental Application

Please use this application to submit your request to rent space at the City of Huntington Park's Department of Parks and Recreation. **In order to reserve a facility for private special events, facility rental applications and rental fees MUST be submitted and paid in full a minimum of 2 weeks prior to event date(s) (Please see policy for adding time to your rental).** Submission of this application does not guarantee rental of facility.

## CONTACT INFORMATION

NAME OF GROUP/ORGANIZATION GFWC Women's Club of Hunting TAX ID # (Non-profits only) 80-0290462  
APPLICANT NAME/PERSON RESPONSIBLE Ivonne Correa TITLE President  
CELL PHONE 323-449-7221 ALTERNATE PHONE 310-228-0959  
EMAIL women39sclub@yahoo.com  
ADDRESS PO Box 5237 CITY Huntington Park STATE CA ZIP 90255

## EVENT INFORMATION

SET UP DAY(S)/DATE(S) REQUESTED\* 10/7/17 EVENT DAY(S)/DATE(S) REQUESTED\* 10/7/17  
NAME AND TYPE OF EVENT Conference Domestic Violence & Sexi ESTIMATED ATTENDANCE 100  
FACILITY REQUESTED Huntington Park Community Center  
SET UP START TIME 8:30am SET UP END TIME 9:30am EVENT START TIME 10:00am EVENT END TIME 2:30pm  
\* If more than three (3) dates are requested, please list all dates and times in "COMMENT / ADDITIONAL DATES" section on backside.

## EVENT DETAILS

1. Is your event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No (If yes, liability insurance required)
2. Is this a fundraising event?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (If yes, liability insurance required)
3. Will there be admission, charge or donation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (If yes, liability insurance required)
4. Is the celebrant of your event younger than 21 years and will alcohol be served during the event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (If yes, please see security guard policy)
5. Will alcoholic beverages be sold at the event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (If yes, liability insurance & ABC license required)
6. Will non pre-packaged food be served?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No (If yes, janitorial services are required)
7. Will Caterer/Bartender be onsite during your event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (If yes, liability insurance & BL required)

Please sign below to confirm that the information contained on this application is accurate

SIGNATURE

DATE

## STAFF USE ONLY

APPLICATION RECEIVED BY Lizet N.

APPLICATION APPROVED BY

APPLICATION PROCESSED/LOGGED BY Cecilia V.

RECEIPT NO.

PAYMENT TYPE:  CHECK  MONEY ORDER  VISA/MASTERCARD

SECURITY SERVICES NOTIFICATION SENT BY:

DATE



# Facility Rental Information

## IC

### GENERAL

- A permit is required for use of any indoor park facilities or organized use of outdoor park facilities (such as team practices, soccer league games, etc.). Permits are required for outdoor facilities for groups of 25+. Permits are required for outdoor athletic field use for groups of 13+.
- **Minimum Reservation** - The minimum reservation time for the use of any park facility for private special events occurring on a weekend, such as birthdays, anniversaries, weddings, etc., is five (5) hours. Same day permits are available on an hourly basis for small scale events, such as membership meetings and trainings/workshops only if those events take place during the Department's normal hours of operation; if the facility is available and if the Director of Parks and Recreation or designee approves said use.
- **Kitchen Use** - Kitchen is not available for use by permittees for the purpose of cooking food. The permittee has access to hand sink(s), refrigerator, freezer, ice machine, food storage racks, microwave, and counter tops, where and when applicable. Kitchen stovetops are available for use in the Social Hall and Perez Park Banquet Hall for re-warming food ONLY.
- **Tables & Chairs** - Permittee must supply own tables and chairs for private special events. All equipment provided by permittee must be removed at the conclusion of the event. Tables and chairs used for events which occur on the weekend (5 p.m. Friday ~ Sunday) may be picked up on the following day per the following schedule:
  - Perez Park facilities between 9:30 a.m. – 11:30 a.m.
  - Freedom Park and Huntington Park Community Center facilities between 2:30 – 4:30 p.m.
  - Salt Lake Park facilities between 4:30 – 6:30 p.m.If tables/chairs are left inside the facility past the provided timeframe, the permittee will be charged a \$50 penalty fee (deducted from deposit) per day until the tables/chairs are picked up. The City is not responsible for lost, stolen or vandalized equipment, personal belongings, decorations or furniture left behind by permittee. Vehicles may not be parked on facility walkways for the purpose of loading or unloading equipment.
- **Reservation End Times** -
  - Private events cannot go past 1 a.m. at the following locations: Huntington Park Community Center, Senior Park Perez Park Banquet Hall, Social Hall.
  - Private events cannot go past 10 p.m. at Freedom Park.
  - Public park spaces are available until 10 p.m. (i.e. Keller Park Picnic Shelter and Salt Lake Park Picnic Shelter)

## IC

### APPLICATION PROCESS AND FEES

- **Application Deadline** - Facility rental applications and fees must be submitted and paid in full a minimum of 2 weeks prior to the event date.
  - Facility rental permits shall not be granted for events scheduled more than one calendar year from the time the application is submitted.
- **Make Payment To** - Fees must be paid by check or money order made payable to "City of Huntington Park" or by Visa/MasterCard (No cash). Full payment is required at time facility rental permit application is submitted.
- **Business License**
  - Business license for caterers based in Huntington Park: A valid business license must be on file with the city's Finance Department at least one week prior to event date.
  - Business license for caterers based outside of Huntington Park: A copy of a valid business license must be submitted to the Parks and Recreation Department at least one week prior to event date.
- **Fee Waivers** - Facility rental fee waivers must be approved by the Parks and Recreation Commission and/or City Council. If you would like to request a fee waiver, please submit a completed facility rental permit application, Facility fee waiver application and a letter requesting the fee waiver, at least 60 days prior to the event. The letter of request shall include the following: (A) names and addresses of board members, (B) the event's purpose and benefits to the community, (C) the event's proposed budget including all revenues and expenditures, (D) how the event's proceeds are to be used. (Proceeds are to be used exclusively within the community for charitable or non-profit activities involving youth or adult programs). In addition, the person requesting the fee waiver must attend the commission and/or City Council meeting when the request is being considered. Ongoing facility permits for events where fees are waived will be limited to 3-month periods.
- **Weekend Rates** - Facility rentals for events held from 5 p.m. Friday through Sunday will be charged the "Weekend Rate" from the current rental fee schedule.
- **Adding Time to Your Rental** - Requests and payment in full for additional hours to be added to a private special event rental must be made no later than five (5) business days prior to the reservation date. No more than 3 hours maybe added per private special event rental if five (5) or less business days remain before the event is scheduled to take place.

**IC****ALCOHOLIC BEVERAGES**

Alcoholic beverages are allowed at private events. Two security guards, at a minimum, are required for events where alcohol will be served and the celebrant is 21 years of age or younger, regardless of the number of guests. Events for minors include, but are not limited to, the following: Baptisms, Birthday parties for people under 21 years old, Quinceañeras, and First Communion/Confirmation celebrations

- Glass Containers are not allowed for alcoholic beverages (except for wine or champagne).
- Liquor must be distributed through the kitchen or another designated area using paper or plastic containers.
- Permittee shall supply all alcoholic beverages. Guests are not allowed to bring their own alcoholic drinks. Alcoholic beverages shall remain inside the building, and are prohibited outside on park facilities.
- Alcoholic beverages are not allowed at Freedom Park.

**IC****SECURITY POLICY**

The City of Huntington Park reserves the right to request licensed security officers for security purposes per the discretion of the Director of Parks and Recreation (or designee). The guard to guest ratio is as follows:

<u>With Alcohol</u>		<u>Without Alcohol</u>	
1 – 50 guests	1 guard	1 – 25 guests	No guard
51 – 99 guests	2 guards	26 – 99 guests	1 guard
100 – 199 guests	3 guards	100 – 199 guests	2 guards
200 – 250 guests	4 guards	200 – 250 guests	3 guards

Applicant must contact the security guard company listed below and arrange security services directly with the company. A receipt or contract showing the number of guards and hours contracted must be submitted within 5 business days of event date(s). For hourly guard rates, please contact the security guard company directly. Permittee is liable for payment of additional security services, if more than the stated number of guests on the application is in attendance on the day of the event(s).

**Security Guard Company Options**

**High Quality Security** – (877) 889-8970 – [www.highqualitysecurity.com](http://www.highqualitysecurity.com)

**PLEASE PRINT, SIGN AND DATE BELOW TO CONFIRM YOUR RECEIPT OF THE FACILITY RENTAL INFORMATION FORM****Ivonne Correa**

Applicant Name (Print)

Applicant Signature

**8/1/2017**

Date

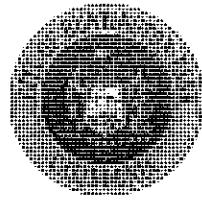
**COMMENTS / ADDITIONAL DATES AND TIMES**

This is the fourth time we have hosted this event. The event is designed to inform community members and residents about the impact of domestic violence and sexual assault on the community, and provide resources to help address this very important public health issue.

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## ATTACHMENT “B”



# Facility Fee Waiver Application

Please read and carefully complete the following application. Failure to provide accurate information may result in a delay or denial of your request for a fee waiver. Please attach a copy of your Facility Rental Application to this form and return to the Department of Parks and Recreation. **Applications must be submitted at least 60 days before event.**

Submission of this application does not guarantee rental of facility.

## A. CONTACT INFORMATION

Name of Group/Organization GFWC Women's Club of Huntington Park

Is this a non-profit organization  YES  NO Tax ID # (Non-profit only) 80-0290462

Applicant Name/Person Responsible Ivonne Correa Title President

Cell Phone 323.499.7221 Alternate Phone 310 228.0959

E-mail Address Women39sclub@yahoo.com

Address P.O. Box 5237, city Huntington Park State CA Zip 90255

## B. FACILITY INFORMATION

Indicate the specific facility or facilities for which you are requesting a fee waiver

- FREEDOM PARK RECREATION CENTER
- HUNTINGTON PARK COMMUNITY CENTER
- RAUL R. PEREZ MEMORIAL PARK RECREATION CENTER
- ROBERT H. KELLER PARK
- SALT LAKE PARK CLUB ROOM # \_\_\_\_\_
- SALT LAKE PARK BATTING CAGES
- SALT LAKE PARK LOUNGE
- SALT LAKE PARK SOCCER SQUARE SENIOR PARK
- OTHER \_\_\_\_\_

- FREEDOM PARK ATHLETIC FIELD
- KEVIN DE LEON SOCCER FIELD
- RAUL R. PEREZ MEMORIAL PARK ATHLETIC FIELD
- ROBERT H. KELLER PARK PICNIC SHELTER
- SALT LAKE PARK BALL FIELD # \_\_\_\_\_
- SALT LAKE PARK GYMNASIUM
- SALT LAKE PARK SOCIAL HALL

## C. EVENT INFORMATION

### 1. Event Description (provide a detailed description of the event, its purpose, and the activities that will take place).

This is the 4th Domestic Violence & Sexual Assault conference that we have hosted. Last year an attendee was able to use an emergency shelter as a result of a referral she received at the event. This year, the event will include access to three (3) licensed alcohol and drug counselors, who specialize in domestic violence. They will be available to attendees who would like to speak with someone privately.  
Anticipated Daily Attendance 500 Anticipated Total Attendance 500

### 2. Is your organization an official non-profit organization 501(c)3?

- If yes, list the non-profit tax ID number

Yes  No

80-0290462

3. Will you be charging a fee for this event?  Yes  No  
• If yes, list all fees:

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4. Will the event be open to the public?  Yes  No  
5. Is this event a fundraiser?  Yes  No

#### D. EVENT DATES AND TIMES

Set-up Date(s) 10/7/17  
Event Start Date(s) 10/7/17  
Event End Date 10/7/17  
Breakdown Date(s) 10/7/17

Set-up Start Time 8:30am  
Event Start Time 10:00am  
Event End Time 2:30 pm  
Breakdown End Time 3:30 pm

#### E. FEE WAIVER INFORMATION

Please complete ONLY the section which applies to your event (Intergovernmental Cooperation, Non-Profit, Private Business or Organization or City Sponsored Event)

Intergovernmental Cooperation (Applicant is a government agency)

Name of Specific Department/Unit Responsible for Event \_\_\_\_\_

How does this event benefit the residents of Huntington Park?

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Why is it necessary to hold this event at a City facility?

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Non-Profit Organization or Private Business, Organization or Individual

\*Non-profit organization will be required to provide verification of tax-exempt status.

Do you provide a service solely to the residents of Huntington Park?  Yes  No

Indicate the negative impact or financial hardship that the normal facility fees would create for your event or agency.  
You may attach a budget or financial statement for your organization to clarify the reason for your fee waiver request.

As one of the smallest women's clubs in the California Federation of Women Clubs, we have a big goal → to open a women's crisis center. However, we lack the capacity to fundraise at a high level. The fee waiver for this event will allow us to use all of the money we raise to accomplish our goal.

What significant value or benefit will your event provide to Huntington Park residents?

The event provides information and resources related to the significant impact domestic violence has on women, children and men. This year the event will include access to licensed counselors who specialized in addiction and domestic violence; they will be available to speak privately to residents if desired.

City-Sponsored Event

See the Park Facility Use Fee Waiver Policy for details about City-sponsored event requests.

Does your organization have, or is it in the process of receiving, a tax-exempt status?

Yes  No

Explain why the City should be a co-sponsor of your event:

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#### F. FEE WAIVER REQUEST

Are you requesting a 100% waiver of all applicable rental fees?  Yes  No

If "NO" which fees are you requesting to be waived? (Note: refundable security deposit may not be waived)

Facility Fee \$ \_\_\_\_\_  
 Personnel (Staffing) \$ \_\_\_\_\_  
 Janitorial \$ \_\_\_\_\_  
 Equipment/Material \$ \_\_\_\_\_

#### G. REQUIREMENTS

A completed facility rental application, facility fee waiver application, a letter requesting the fee waiver, and a document proving financial hardship must be submitted at least 60 days prior to the event. The letter of request shall include the following: (A) names and addresses of board members, (B) the event's purpose and benefits to the community, (C) the event's proposed budget including all revenues and expenditures, (D) how the event's proceeds are to be used. (Proceeds are to be used exclusively within the community for charitable or non-profit activities involving youth or adult programs). In addition, the person requesting the fee waiver must attend the commission and/or City Council meeting when the request is being considered.

#### CHECKLIST

Facility Rental Application

Facility Fee Waiver Application

Request Letter

Financial Document

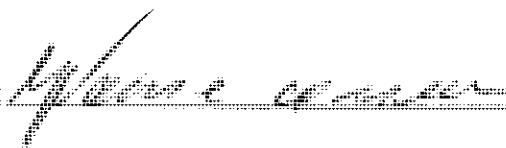
#### H. REVIEW PROCESS

You will be notified within 5 business days of submission of your application whether your request has been denied or will be referred to the City Manager, Parks & Recreation Commission, and/or City Council for review. For additional details, review the Park Facility Use Fee Waiver Policy.

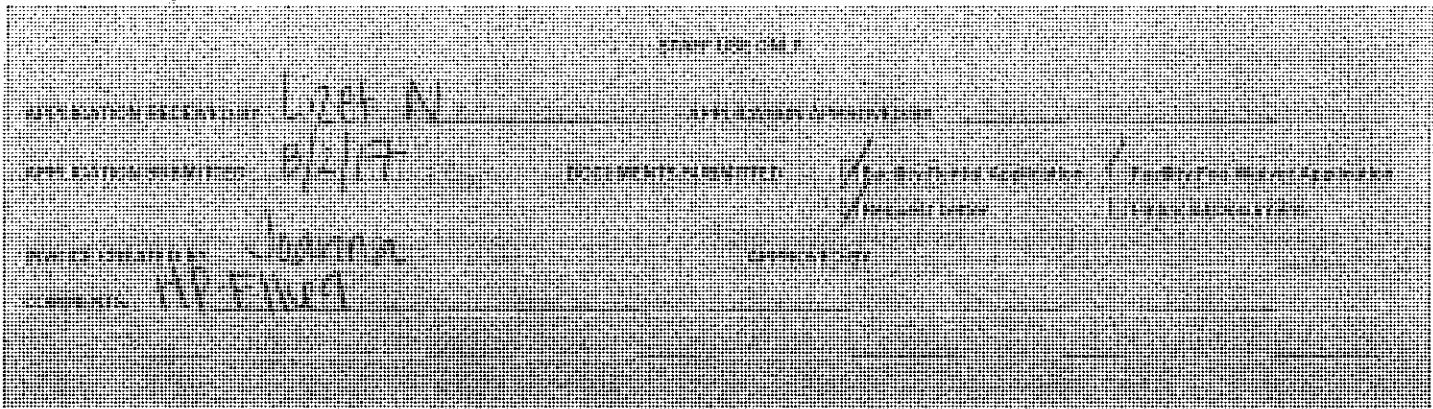
## I. APPLICANT SIGNATURE

I understand and agree to abide by all of the Facility Fee Waiver and Facility Rental regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

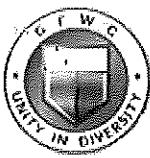
SIGNATURE



DATE 08-07-2017



## ATTACHMENT "C"



# WOMEN'S CLUB HUNTINGTON PARK

*Promoting health, education and social justice for women and working families.*

**FOUNDER**  
Ofelia Hernandez

**PRESIDENT**  
Ivonne Correa

**VICE PRESIDENT**  
Liliana Argüello

**TREASURER**  
Diane C. Spalding

**RECORDING SECRETARY**  
Liliana Argüello

**CORRESPONDING  
SECRETARY**  
Open

**PARLIAMENTARIAN**  
Ofelia Hernandez

**HISTORIAN**  
Ofelia Hernandez and Maria Kennedy

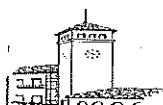
**MEMBERSHIP CHAIR**  
Open



**GFWC**  
Women's Club of  
Huntington Park,  
Est. 1907

**Address:**  
P.O. Box 5237  
Huntington Park,  
CA 90255

**E-Mail:**  
[Women39sclub@yahoo.com](mailto:Women39sclub@yahoo.com)



August 3, 2017

Josette Espinosa, Director of Parks and Recreation  
City of Huntington Park, Parks and Recreation  
3401 E. Florence Avenue  
Huntington Park, CA 90255

Dear Ms. Espinosa,

I write on behalf of the GFWC Women's Club of Huntington Park to respectfully request your assistance to waive the fee for the rental of the Salt Lake Park Community Center on Saturday, October 7, 2017. On that day, The Women's Club would like to host the 5<sup>th</sup> Annual Conference on Domestic Violence & Sexual Assault.

Domestic violence is a multifaceted dilemma created by violence in the form of physical abuse, verbal abuse, emotional abuse, elder abuse, rape, human trafficking and murder. The purpose of the conference is to provide information and resources to community leaders, advocates and residents about the ways to address domestic violence. We invite experts in the field to talk about key issues and suggest ways for the community to deal with them in a healthy manner. Our conference is vital to the residents of the City of Huntington Park because it is the only one of its type in the area. Last year, one of the conference attendees was able to access emergency shelter services through a referral that she received at the event.

As one of the smallest GFWC women's clubs in the federation, we have a big goal. We would like to open a women's crisis center in Huntington Park. However, we lack the capacity to fundraise at a high level. We ask for the fee waiver so that we can save all the money we have raised throughout the year to eventually achieve our goal.

The budget for this event can be found below. In general, we cannot host community events without sponsors, in-kind donations and/or ticket sales.

**Revenue**

Raffle of multiple donated items	\$80
----------------------------------	------

**Expenses**

Marketing & Printing	150
Certificates	70
Food & Beverages, Plates, Napkins, etc.	50
Art Supplies	50
<b>Net Income</b>	<b><u>(\$240)</u></b>

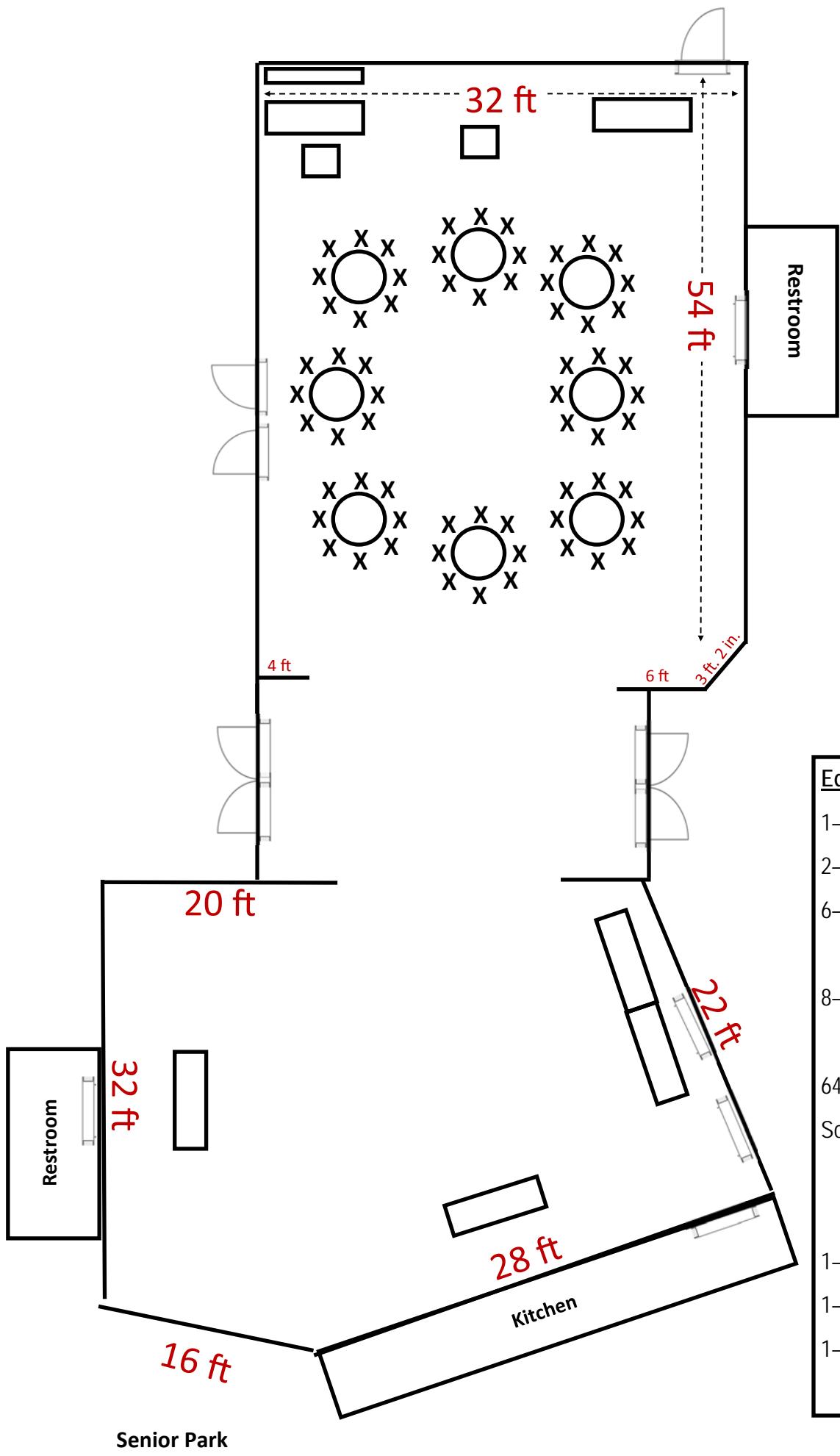
We do not make money from this event. We seldom even cover the expenses related to the event.

Best Regards,

Ivonne Correa, President  
GFWC Women's Club of Huntington Park  
323-449-7221 ♦ [Women39sclub@yahoo.com](mailto:Women39sclub@yahoo.com)

Liliana Argüello, Vice President  
GFWC Women's Club of Huntington Park  
310-228-0959 ♦ [larguello@att.net](mailto:larguello@att.net)

## ATTACHMENT “D”



Equipment Request:

- 1- Large Coffee Pot
- 2- Extension Cords
- 6- Rectangular Tables
- 6- Black Linens
- 8- Round Tables
- 8- Black Linens
- 64- Black Chairs
- Sound System:
  - 1- Microphone
  - 2- Speakers
- 1- Podium
- 1- Projector
- 1- Projector Screen

## ATTACHMENT "E"

**City of Huntington Park • Department of Parks & Recreation**

3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-6218 • FAX 323-584-6310 • www.hPCA.gov

**Invoice**

<b>BILL TO</b>	
GFWC Women's Club of Huntington Park Attn: Ivonne Correa P.O.Box 5237 Huntington Park, Ca 90255 <a href="mailto:women39sclub@yahoo.com">women39sclub@yahoo.com</a>	

<b>INVOICE DATE</b>	<b>INVOICE NO.</b>
8/28/2017	HP-F1169

Revised

<b>Event Name</b>
Conference: Domestic Violence & Sexual Abuse

<b>Parks &amp; Recreation Facility</b>	<b>QUANTITY</b>	<b>RATE</b>	<b>TOTAL</b>
SLP Lounge	0		\$0.00
SLP Social Hall	0		\$0.00
SLP Kitchen	0		\$0.00
SLP Club Room #1	0		\$0.00
SLP Club Room #2	0		\$0.00
SLP Club Room #3	0		\$0.00
SLP Club Room #4	0		\$0.00
SLP Mat Room	0		\$0.00
SLP Muni Building Weekday	0		\$0.00
SLP Muni Building Weekend	0		\$0.00
SLP Parking Lot	0		\$0.00
SLP Muni Picnic Shelter	0		\$0.00
Community Center (HPCC)	7	\$41.00	\$287.00
Community Center Kitchen (HPCC)	0		\$0.00
Community Center (HPCC) + Senior Park	0		\$0.00
Senior Park + Pavilion	0		\$0.00
Community Center (HPCC) Parking Lot	0		\$0.00
Perez Park Event Room A	0		\$0.00
Perez Park Event Room B	0		\$0.00
Perez Park Event Room C	0		\$0.00
Perez Park Event Room A+B+C	0		\$0.00
Perez Park Parking Lot	0		\$0.00
Perez Park Amphitheatre	0		\$0.00
Freedom Park Community Center	0		\$0.00
Keller Park Picnic Shelter	0		\$0.00
Kitchen	1	\$75.00	\$75.00
Personnel Fees	18	\$19.00	\$342.00
<b>JANITORIAL FEE</b>			\$204.00
<b>DEPOSIT</b>			\$500.00
<b>PAYMENTS / CREDITS</b>			\$0.00
<b>TOTAL DUE TO CITY OF HUNTINGTON PARK</b>			<b>\$1,408.00</b>

## DETAILS OF FACILITY USE



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

September 5, 2017

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 ANNUAL RENEWAL OF AGREEMENT WITH LEXIPOL FOR POLICY MANAGEMENT SOFTWARE**

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

1. Approve renewal of agreement with Lexipol for Software & Maintenance Services; and
2. Authorize Chief of Police to execute agreement.

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

The Lexipol policy manual is written by legal and public safety professionals who continuously monitor major court decisions, legislation and emerging trends affecting the Law Enforcement Industry Nationwide. Lexipol provides regular updates in response to legislative mandates, case law and the evolution of best practices. Lexipol provides more than 150 policies based on federal and state statutes, case law, and general regulations.

Lexipol software is proprietary and must be serviced by this vendor; de facto, this contract must be sole sourced.

The Police Department has traditionally executed an agreement for a one-year period in the amount of \$10,148.00, which is intended to cover Policy Updates, "Daily Training Bulletins" and Maintenance, as well as continuous software updates and revisions.

### **FISCAL IMPACT/FINANCING**

The total fiscal impact for this requested expenditure is \$10,148, to be drawn from Police Department account #111-7010-421.56-41. No additional budget appropriation is required for this purchase.

**APPROVE RENEWAL OF AGREEMENT WITH LEXIPOL FOR ANNUAL SOFTWARE MAINTENANCE SERVICES**

September 5, 2017

Page 2 of 2

**CONCLUSION**

Upon Council approval, Chief of Police to execute renewal of a one-year agreement with Lexipol Software Systems in a not-to-exceed amount of \$10,148.00 for the period July 1, 2017 through June 30, 2018.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

- A. Lexipol Service Agreement
- B. Sole Source Letter

## ATTACHMENT “A”



PREDICTABLE IS PREVENTABLE®

## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

**Agency's Name:** \_\_\_\_\_

**Agency's Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

**Lexipol's Address:** 6B Liberty, Suite 200

Aliso Viejo, CA 92656

Attention: \_\_\_\_\_

**Effective Date:** \_\_\_\_\_  
*(to be completed by Lexipol upon receipt of signed Agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

### AGENCY

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

### LEXIPOL, LLC

Signature: \_\_\_\_\_

Print Name: Van Holland \_\_\_\_\_

Title: Chief Financial Officer \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **EXHIBIT A**

## **SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

### **Agency is purchasing the following:**

Pricing is based on

Law Enforcement - No. of Authorized Sworn Officers \_\_\_\_\_  
(insert #)

Custody - No. of Beds \_\_\_\_\_  
(insert #)

Fire - No. of Authorized Staff \_\_\_\_\_  
(insert #)

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

**1.** **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

**1.1** **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

**1.2** **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

**1.3** **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

**1.4** **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

**1.5** **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

**1.6** **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

**2.** **Term and Termination.**

**2.1** **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

**2.2** **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

**2.3** **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 12 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

### **5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.**

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**6. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

**7. Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

**8. Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**9. Disclaimer of Liability.** In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

**10. Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has

been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys' Fees**. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**13.7 General Interpretation**. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices**. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions**. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver**. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

## ATTACHMENT “B”



PREDICTABLE IS PREVENTABLE®

## SOLE SOURCE SUPPORTING DOCUMENTATION

The following information is provided to assist you in completing your agency's required sole source procurement justification.

### Company Description and Expertise

Lexipol provides state-specific policies and verifiable policy training for public safety organizations. The company has been in business since 2003 and the Lexipol system is currently in use in more than 2,800 public safety organizations. There is no other company providing the combination of state-specific policies, updates based on legislative and best practice changes, and daily training delivered via a web-based platform.

Additional details of Lexipol's unique qualifications and expertise include:

- Proven record of helping public safety agencies reduce risk and avoid litigation.
- In-house team of attorneys specializing in public safety law.
- In-house content developers with hundreds of years of collective experience as practitioners in law enforcement, custody and fire.
- Clients ranging from small to large agencies (2 sworn personnel to more than 2,500 sworn personnel), including municipal police departments, county sheriff's offices, county district/state's attorneys, port police, probation departments, school district and university police, tribal police, career and volunteer fire departments, and a diverse group of state regulatory agencies.
- Subscriber base of over 100,000 registered users, one of the largest private networks of law enforcement policy collaborators in the nation.

The Lexipol system is only available via direct purchase, and is not available for purchase from third-party distributors.

### Unique Product Features

The Lexipol system combines policy content and training materials delivered through an online platform. This combination of services has been developed in-house by Lexipol staff and is not available through other public or private resources or organizations.

Specific unique features include:

- Copyrighted, state-specific policy content developed by Lexipol staff and subject matter experts.
- Copyrighted, state-specific Daily Training Bulletins developed by experienced public safety personnel and linked to policy content. Each Daily Training Bulletin includes real-time testing to verify end-user understanding.
- Copyrighted, state-specific policy updates and client alerts in response to changing state and federal laws and evolving industry best practices.
- Editing features that allow the agency to customize policy and training content.
- Electronic acknowledgement of policies and training completion.
- Electronic archiving of each version of the agency's policy manual.

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#### LEXIPOL LLC

16755 Von Karman, Ste. 250 Irvine, CA 92606

949.484.4444 • Fax: 949.484.4443

[www.lexipol.com](http://www.lexipol.com)

Rev. 12/2016

- Reports that show progress toward policy implementation and acknowledgement and facilitate the tracking of training completion.
- Mobile app that allows end users to access complete policy content, review policy updates and other alerts, and complete daily training.

These features are delivered via Lexipol's Knowledge Management System, a proprietary web-based delivery platform (software-as-a-service) that integrates policy issuance, policy updates, training, policy/training acknowledgement, and reporting.

#### Implementation/Management Services

*(Applicable for agencies that are purchasing Lexipol's Implementation and/or Management Services)*

Through its Implementation and Management Services, Lexipol provides personalized assistance to help agencies accelerate manual implementation and manage ongoing customization and issuance of Daily Training Bulletins and policy updates. The process of implementation and customization of Lexipol's state-specific master content can only be accomplished utilizing Lexipol copyrighted content on the proprietary Lexipol Knowledge Management System.

The above information justifies Lexipol as the sole source for a platform of policy, training, accountability tools, and implementation and management services.

#### Other Policy Management Options

An agency's other options for policy management and training include the following:

1. Use in-house resources
2. Contract with outside legal and policy development experts
3. Accept a less-than-optimum condition of policies and training

Options 1 and 2 nearly always cost more and are less effective, for the following reasons:

- The time commitment to develop a comprehensive, state-specific manual based on best practices is estimated at hundreds of hours. The time needed to create daily training scenarios is also significant. Unless the agency can devote full-time staff to policy management, success is doubtful.
- Agency personnel may lack the needed expertise to review the myriad pending and recently passed changes in legislation as well as to evaluate state and federal court decisions and determine how they affect agency policy. Outside resources will bill at rates that result in a total cost that is generally several times greater than the cost of a Lexipol subscription.
- Even if the agency is able to devote considerable resources to policy management and training, it can take away from core functions like patrol and community service.

Option 3, accepting a less-than-optimum condition of policies and training, can leave the agency open to considerable risk of expensive litigation and claims, and is generally not advisable.

**For additional information or assistance please contact Lexipol at 949/484-4444 or visit [www.lexipol.com](http://www.lexipol.com).**



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

September 5, 2017

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 APPROPRIATION OF FUNDS FOR THE COMPLETION OF INFORMATION TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT**

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

1. Authorize the Interim Finance Director to appropriate an additional budget amount of \$25,920 from the Police Forfeiture Fund to account #229-7010-421.74-10 to be fully expended on the project described during the current FY 2017/18.
2. Authorize the services of LAN WAN, acting as a single source option, to transfer servers & server data from a replaced Storage Area Network (SAN) to a newly purchased Storage Area Network (SAN); and
3. Authorize Chief of Police to acquire hardware and other associated equipment, software and labor costs needed to complete this project.

**BACKGROUND**

During the FY 2016 - 2017, the Huntington Park Police Department replaced a faulty Storage Area Network (SAN) with a new Storage Area Network (SAN). All of the appropriated hardware and software for this new SAN project has already been installed and configured however; all of the department's critical data and virtual servers now need to be transferred from the old SAN to the new SAN.

There are a total of twenty-eight (28) servers, including virtual servers, which contain critical data needed to perform daily operations within the Police Department. This appropriation will include labor costs for the installation and setup of a VMWare virtual server environment and seven (7) of the twenty-eight (28) servers needed to maintain the department's daily operations. Remaining data and virtual servers can be moved at a later date to be determined.

# APPROVE APPROPRIATION OF FUNDS FOR THE COMPLETION OF AN INFORMATION TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT

September 5, 2017

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## FISCAL IMPACT/FINANCING

An additional budget appropriation of \$25,920 to Police Forfeiture Fund account #229-7010-421.74-10 is requested at this time. Funding for this expense will come from prior year revenue received. The expanded cost estimates are as follows:

Description	Labor Cost			Total Cost
	Qty.	Hourly Rate	Total Hours	
Set Up VMWare Environment and Commission NEW SAN	1	\$120	30	\$3,600.00
Setting Up New Domain Controller 2016 on NEW SAN	1	\$120	38	\$4,560.00
Move File Server HPPD-FS02 to NEW SAN	1	\$120	36	\$4,320.00
Move CAD Server HPPD-CAD01 to NEW SAN	1	\$120	24	\$2,880.00
Move HPPD-MobileSVR1 to NEW SAN	1	\$120	32	\$3,840.00
Move HPPD-VFBR01 to NEW SAN	1	\$120	24	\$2,880.00
Move ZRMS1 to NEW SAN	1	\$120	32	\$3,840.00
				Subtotal \$25,920.00
				Sales Tax \$0.00
				Grand Total \$25,920.00

## RECOMMENDATIONS

LAN WAN is our current contract IT service provider and is considered by the police department to be very reliable with projects of this size and nature. It is recommended that LAN WAN be considered as the single source option for the described labor, for these reasons:

1. LAN WAN is highly familiar with the department's IT infrastructure and has cleared all background checks, as required by California Law Enforcement Telecommunications (CLETs). As part of their work expectations, LAN WAN IT engineers have access to police department resources, including sensitive and confidential data.
2. Should the department be forced to consider an outside IT source for this upgrade, not only would it be disruptive to the police department's day to day operations, there would be a significant cost and delay involved in background checks to provide clearance and access to the department's database.

## CONCLUSION

Upon Approval by the City Council, the Finance Department will appropriate an additional budget of \$25,920.00 to account #229-7010-421.74-10.

**APPROVE APPROPRIATION OF FUNDS FOR THE COMPLETION OF AN  
INFORMATION TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT**

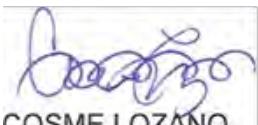
September 5, 2017

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Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

A. Estimates

## ATTACHMENT "A"



# LAN WAN ENTERPRISE

17500 Red Hill Ave. Suite 120  
Irvine, CA 92614-5680  
Phone: (949) 955-2451

## Estimate

Date	Estimate #
8/17/2017	69232

Name / Address

---

Huntington Park Police Department  
6542 Miles Avenue  
Huntington Park, CA 90255  
United States

P.O. No.	Rep	Project	Est No.	Invoice No.
			69232	
Description		Qty	Cost	Total
Labor SAN				
Setting Up the VMWARE Enviroment and Commision the SAN		1.00	3,600.00	3,600.00
Setup new Domain Controller 2016 on the new SAN		1.00	4,560.00	4,560.00
Move the File Server HPPD-FS02 to the new SAN		1.00	4,320.00	4,320.00
Move the CAD Server HPPD-CAD01 to the new SAN		1.00	2,880.00	2,880.00
Move the HPPD -MobileSVR 1 to the new SAN		1.00	3,840.00	3,840.00
Move the HPPD -VFBR01 1 to the new SAN		1.00	2,880.00	2,880.00
Move the ZRMS1 to the new SAN		1.00	3,840.00	3,840.00
		Subtotal	\$25,920.00	
		Sales Tax (7.75%)	\$0.00	
		Total	\$25,920.00	



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

September 5, 2017

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 VARIANCE OF PROCUREMENT PROCEDURES FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, APPROVE PURCHASE OF EJ WARD FUEL TERMINAL, HOSE MODULE, FUEL TAGS, AND CANceiver KITS AND APPROVE PURCHASE OF RTA FLEET MANAGEMENT SOFTWARE**

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

1. Approve a variance of procurement procedures with vendors for the purchase of gasoline and diesel fuel for City vehicles;
2. Approve award of contract to EJ Ward as a sole source provider for Fueling Solutions in-lieu of typical City procurement requirements;
3. Approve purchase of EJ Ward Fuel Terminal, Hose Module, Fuel Tags and CANceiver Kits; and
4. Approve purchase of RTA Fleet Management Software.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

**Procurement Procedure Variance**

The City's procurement procedures require competitive bids be received via a request for proposals (RFP) procedure for purchases of \$15,000 and over. On July 19, 2016 the City Council approved a variance to the city's procurement procedures for the purchase of gasoline and diesel fuel for an amount not-to-exceed \$20,000 per fuel purchase.

Currently, the City purchases fuel every four to five weeks with average costs of \$15,000 to \$20,000 per purchase. However, with increased demand due to various factors, the current average demand of 6,788 gallons per month requires more frequent

**APPROVE VARIANCE OF PROCUREMENT PROCEDURES FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, APPROVE PURCHASE OF EJ WARD FUEL TERMINAL, HOSE MODULE, FUEL TAGS, AND CANceiver KITS AND APPROVE PURCHASE OF RTA FLEET MANAGEMENT SOFTWARE**

September 5, 2017

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orders. The average fuel purchase only fills 50% of the tank capacity (1,500 gallons). The current procurement process is cumbersome which causes delays and fluctuations in costs since there is a time gap between the solicitation of the quote and issuance of the purchase order number. With Council's approval, for the sake of efficiency we could fill closer to 75% of the City's tanks per purchase.

Based on procurement data, staff determined only two vendors, Merrimac and SC Fuels had continuously been selected for fuel purchases since July 2015 due to being the lowest cost providers despite casting an increasingly wider net for alternate providers. Staff is recommending an increase to the not to exceed purchase amount of \$20,000 to \$30,000 strictly for fuel purchases quoted by Merrimac and SC Fuels. Also, staff is requesting procurement of fuel at the time of the quoting process. There is a delay between the quote and issuance of a purchase order number. The quoted price is no longer accurate since the commodity of fuel is constantly changing. The corresponding encumbrance will be processed in parallel of the fuel order. In order to secure the best pricing, staff will solicit quotes from both Merrimac and SC Fuels, and select the lower of the two prices. Staff shall also make a determined effort at seeking alternative providers at a lower cost within 6 months to make certain that Merrimac and SC Fuels remain the most competitive options available as well as continue to analyze the feasibility of transitioning our fleet to alternative fuels or renewable energy.

**Fuel Hardware**

Currently the City uses the Ward Fuel Management System, Fuel View 4 to manage the City's fuel. Fuel View 4 is EJ Ward's latest software release. However, our fuel terminal is dated and obsolete. The terminal negates many of the Fuel Management System's capability. EJ Ward offers Fuel Control Terminals (FCT) as a stand-alone solution that interface with our current dispensing system. The FCT can track, optimize, and maintain the City's fuel storage and dispensing process with our fuel management software and thus provides information that can be used to help lower operating costs. Ward's solution provides the City with the following:

- Secure fueling system with accuracy and accountability for every fuel transaction
- Recording of detailed transactions, providing insight and control for fuel consumption and costs
- In-depth reports that include employee, vehicle, volume, pump, date/time, cost and optional details such as vehicle odometer and idle times

The proposed cost to replace our current terminal for a FCT is \$11,537.

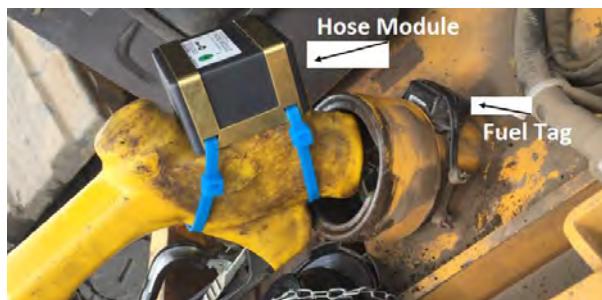
In addition to a new FCT, staff is requesting the approval of the procurement of 3 Hose Modules, 150 Fuel Tags and 20 CANceiver Kits at a cost of \$19,104.20. The Ward Hose Module reads data from a Ward Fuel Tag installed on a vehicle that consumes fuel. During a fueling operation, the Hose Module transmits data to the Fuel Control Terminal (FCT) via encrypted wireless communication. The design allows the driver to

**APPROVE VARIANCE OF PROCUREMENT PROCEDURES FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, APPROVE PURCHASE OF EJ WARD FUEL TERMINAL, HOSE MODULE, FUEL TAGS, AND CANceiver KITS AND APPROVE PURCHASE OF RTA FLEET MANAGEMENT SOFTWARE**

September 5, 2017

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pull up to the fuel pump, remove the nozzle from its cradle and insert it into the vehicle's filler neck. Built-in security features such as Loss of Signal ensure fueling is for only the authorized vehicle; the Hose Module will continue to check for signal presence during fueling. When the nozzle is removed, communication with the Fuel Tag is severed and the pump shuts off, terminating the transaction. The Ward Fuel Tag works in conjunction with the Hose Module to initiate fueling. The unique ID ensures only specified assets can initiate fueling and receive the correct fuel type and volume. See photo of Hose Module and Fuel tag below. This new system eliminates the current process of issuing gas cards which require staff time to administer and trouble shoot when cards are not read at the current fuel terminal. Lastly, Fuel Tags may also be mounted on hand-held assets such as lawn mowers, weed eaters, and gas cans as well as other small liquid containers for further gas accountability.



The Ward CANceiver is a device that enables fleet operators to fully automate fueling, track vital vehicle diagnostic parameters, driver behavior, and passive GPS vehicle tracking. The CANceiver is the most advanced on board diagnostics interface on the market and is a major component within Ward's solution suite. Data can be readily downloaded daily to provide information on a variety of vehicle detail such as speed, idling time, harsh braking, maintenance needs, oil levels, and mileage. The intent is outfit the City's patrol vehicles in order to maximize the life of the vehicle and reduced maintenance and repair cost. The long term strategy is to include a CANceiver in each of the City's fleet vehicle for additional control and cost savings.

*Fleet Management Software*

Currently the City's Fleet Division uses manual logs to track vehicle fleet maintenance and does not have a systematic approach to manage the fleet. The current system is reactive and makes planning very difficult because all the data is housed in independent files and not a comprehensive database. As a result, staff is requesting approval to purchase the RTA Fleet Management Software. The software will help improve shop performance and efficiency. It can create and assign work orders, post parts to the jobs the instant they are used, and quickly clock mechanics onto the next job. The flow of the

**APPROVE VARIANCE OF PROCUREMENT PROCEDURES FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, APPROVE PURCHASE OF EJ WARD FUEL TERMINAL, HOSE MODULE, FUEL TAGS, AND CANceiver KITS AND APPROVE PURCHASE OF RTA FLEET MANAGEMENT SOFTWARE**

September 5, 2017

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software mirrors the desired shop workflow. The shop mechanics can view assigned jobs in priority order. Each mechanic's assignments are dynamically updated as new tasks are assigned. The shop supervisor can efficiently view current shop activity from a single screen and achieve a new level of accountability and control. Every minute of shop activity is accounted for and we can view it as it happens. The cost for software is \$13,300. In addition, there are IT infrastructure costs associated with the implementation. The server needs additional configuring and additional licensing. The cost of the configuration and licensing is \$5,970.06. Both the configuration and licensing will be processed by the City's in-house IT contractor, Lan Wan.

**FISCAL IMPACT/FINANCING**

Funding for fuel was approved in the City's FY 17-18 Adopted Budget in the following accounts:

<b>Account Number</b>	<b>Budgeted Amount</b>
741-8060-431.62-30	\$134,000
219-0250-431.62-30	\$26,475
220-0250-431.62-30	\$33,158
222-4010-431.62-30	\$24,367

The fuel hardware and software was budgeted in the FY17-18 budget under account 741-8060-431.74-10 and the proposed cost of \$49,911.26 is within the department's budget. A summary of cost is provided below

<b>Item</b>	<b>Cost</b>	<b>Vendor</b>
Fuel Terminal	\$11,537.00	EJ Ward
Hose Modules, Fuel Tags and CANceiver Kits	\$19,104.20	EJ Ward
Fleet Management Software	\$13,300.00	RTA
Configuration and Licensing	\$5,970.06	Lan Wan
<b>Total</b>	<b>\$49,911.26</b>	

**CONCLUSION**

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

**APPROVE VARIANCE OF PROCUREMENT PROCEDURES FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, APPROVE PURCHASE OF EJ WARD FUEL TERMINAL, HOSE MODULE, FUEL TAGS, AND CANceiver KITS AND APPROVE PURCHASE OF RTA FLEET MANAGEMENT SOFTWARE**

September 5, 2017

Page 5 of 5

Respectfully submitted,



EDGAR P. CISNEROS

City Manager



Daniel Hernandez

Director of Public Works

**ATTACHMENT(S)**

- A. July 19 ,2016 Staff Report
- B. EJ Ward Quote
- C. Sole Source Letter
- D. D. RTA Quote
- E. Lan Wan Quote

## ATTACHMENT “A”



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

July 19, 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:

## **APPROVAL OF VARIANCE OF PROCUREMENT PROCEDURES FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES**

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

1. Approve a variance of procurement procedures with vendors for the purchase of gasoline and diesel fuel for City vehicles.

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

The City's procurement procedures and requirements dictate competitive bids be received via a request for proposals procedure for purchases of \$15,000 and over. The City purchases fuel used for the City's fleet and police vehicles every three to four weeks with average costs between \$15,000 to \$20,000 per purchase.

Upon reflection of how City purchases are made (in volume increments rather than a single purchase), staff determined that the City would be better served by written competitive bids from vendors with each individual purchase. The actual cost of fuel varies based upon spot prices for crude oil and other variables; therefore the cost of fuel will also vary with each delivery requirement to replenish the underground tanks at the Public Works yard.

The City's current AQMD fuel permit allows for 600,000 gallons of fuel dispensing per calendar year. Staff proposes to solicit competitive bids prior to each bulk purchase of gasoline and diesel from vendors.

# **APPROVAL OF VARIANCE OF PROCUREMENT PROCEDURES FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES**

July 19, 2016  
Page 2 of 2

## **FISCAL IMPACT/FINANCING**

Fuel is budgeted annually in Account No. 741-8060-431.62-30 within the Public Works budget. This written competitive bid procedure for each fuel purchase will ensure the best price for City utilized fuel effective July 1, 2016 in perpetuity.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Huntington Park Municipal Code and Finance Department Policy and Procedure Manual require City Council approval for Purchase Orders for supplies and equipment in excess of \$15,000. The Council approval of the requested variance authorizes fuel purchases and purchase orders from \$15,000 to \$20,000.

## **RECOMMENDATION**

Staff recommends that Council authorize the competitive solicitation of each fuel purchase up to an amount not-to-exceed \$20,000 per fuel purchase, and authorize the City Manager to execute corresponding purchase orders.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



MICHAEL J. ACKERMAN, PE, RCE  
Acting Director of Public Works/City Engineer

## ATTACHMENT “B”

## E.J. Ward, Inc. - City of Huntington Park Fuel Management System Pricing

	Fuel Management System	TOTAL	\$32,243.20
--	------------------------	-------	-------------

### **Ward Fuel View Software**

*Note: Software requirements and customizations may affect final price.*

DATABASE VERSION	Product Description	Qty	Price	Extended
Part #	Product Description	Qty	Price	Extended
CASOFT - W4-E	<b>Fuel View 4 - MS SQL Version</b> - Unlimited use license for deployment in development and production environments - Requires customer installed MS SQL 2014 database and server operating system version 2012 - Standard: HID Module, OBD II Fleet Data Module, Ward Comm, Real-Time Connect ( <b>Requires Ward 4 FCT</b> ), - Standard Export / Interface, Tank Monitoring Reporting Module,	1	\$30,000.00	Already Purchased

### **Software Implementation, Training and Project Management**

*Note: Additional customizations not noted may affect final price.*

Part #	Product Description	Qty	Price	Extended
Part #	Product Description	Qty	Price	Extended
	<b>Software Implementation</b>	1	\$7,500.00	Already Purchased
				\$0.00

Vehicle Products	Model/Description	Qty	Price	Extended
Part #	Model/Description	Qty	Price	Extended
CANceiver Kits	CANceiver Kit includes - Standard: OBD Connector cable, 802.11 WiFi, 8 Digital I/O, 1 Analog I/O, Over-the-Air Reprogramming enabled, 8 MB Memory - Options: Passive GPS Antenna Support			
KIT-CVR-W4-WIFI	Kit CANceiver w/WiFi - LD	25	\$320.40	\$8,010.00
KIT-TAG-INT	Vehicle and Equipment - EM-Tag	150	\$50.40	\$7,560.00
	CANceiver/Tag Installation Training (per day)	1	\$1,800.00	\$1,800.00
<b>Programmers</b>				
KIT-JETTSCANW4	CANceiver/Tag W4 WiFi Programmer Standard Kit - Hardware and Software	1	\$2,250.00	\$2,250.00
	Shipping and Handling	1	\$100.00	\$100.00
				<b>\$19,720.00</b>

Peripheral Products	Model/Description	Qty	Price	Extended
Part #	Model/Description	Qty	Price	Extended

## E.J. Ward, Inc. - City of Huntington Park Fuel Management System Pricing

RF Hose Modules				
KIT-HOSE-MOD-2.4S	RF Hose Module Kit 2.4 GHz w/Switch - (one (1) per hose with CANceiver use)	3	\$320.40	\$961.20
	Shipping and Handling	1	\$25.00	\$25.00
				<b>\$986.20</b>

TERMINAL EQUIPMENT - Note: Requested Specialized Equipment for the FCTs may affect final price.		Qty	Price	Extended
Part #	Product Description - Standard: 7" Color Screen, QWERTY Keypad, Multiclass HID Reader, Magstripe Reader, 2 GB RAM/8 GB Flash Drive, UPS, Powder Coated Stainless Steel Construction, VIT/CANceiver Ready, WiFi - 802.11 B/G/N, Real-Time Connect			
FCT-W4-01-5H	Ward Fuel Control Terminal (FCT-W4) - FCT-W4- 1- 5 Hose - HID & Magstripe Reader - Customer is responsible for Network and CAT5 wiring or Access Point	1	\$8,437.00	\$8,437.00
	Shipping and Handling	1	\$150.00	\$150.00
				<b>\$8,587.00</b>

Hardware Installation		Qty	Price	Extended
Part #	Product Description			
	Pull and Replace per FCT - <b>By Ward Technicians</b> - Requires use of existing mechanical and electrical wiring, piping and other related connections and they must meet existing local, state, and national codes. - If replacement or additional materials such as conduit, EYS seal offs, AC power and low voltage wire, solenoids, switches or pulsers need replacement to be compliant; or a licensed electrician, permits or drawings are required, additional charges will apply. - Customer is responsible for Network and CAT5 wiring to FCT or AP unless noted in quote. - Includes Ward Technician System Startup and Testing with FCT use Training	1	\$2,950.00	\$2,950.00
				<b>\$2,950.00</b>

## ATTACHMENT "C"



# SOLE SOURCE

January 1, 2016

Dear Customer,

For more than 41 years, E.J. Ward, Inc. (Ward), has been developing the most advanced fuel management technology. These solutions offer a new level of product reliability, technology, and system integration you will find unmatched in today's industry.

Ward is the original equipment manufacturer (OEM) of the Ward Fuel View Automated Fuel Management System™ (AFMS), and the Ward Fleet View GPS Asset Tracking System™ (ATS).

Ward owns the intellectual property and distribution rights to its AFMS, Telematics GPS /AVL solutions, along with the related Software Programs, Communication Systems and Documentation.

Ward is the sole supplier and support agent for its products, systems and solutions either direct or through its authorized agents. Ward designs, manufactures, assembles and quality checks all of its products, including but not limited to main boards, communications components, CANceivers™, hose modules, EM-Tags, firmware, related software programs and documentation utilized in the use and operation of its AFMS, Telematics GPS/AVL solutions.

Ward only supports its hardware products directly or through authorized service agents; and performs all of the software support direct.

At this time, Ward has not certified any other fuel management company's technology, vehicle installed devices OBDII or otherwise, global positioning system (GPS) other than those offered directly by Ward or its authorized agents to be installed in conjunction with or plugged into the vehicle Engine Control Module (ECM) port (e.g. OBD II etc.) in series or parallel with the Ward CANceiver. Only Ward supplied devices are certified to operate simultaneously with the Ward fuel management system and CANceiver while plugged into the vehicle ECM/OBDII port. Installing non-certified devices may affect operation of the Ward AFMS, or the CANceiver, and have a potential negative effect on vehicle functionality.

If you have any questions, please do not hesitate to give me a call.

Regards,

A handwritten signature in black ink that reads "Robert E. Kettyle".

Robert E. Kettyle  
VP Sales & Operations  
rkettyle@ejward.com

8801 Tradeway • San Antonio, TX 78217 | Office 210.824.7383 • Mobile 713.806.3711 • Fax 210.824.2031

## ATTACHMENT “D”



**RON TURLEY ASSOCIATES, INC.**  
**FLEET MANAGEMENT SOFTWARE & SUPPORT SERVICES**  
17437 North 71<sup>st</sup> Dr. Suite 110  
Glendale, AZ 85308  
Phone: 800-279-0549 • 623-581-2447      Fax: 623-582-1747  
Website: [www.rtafleet.com](http://www.rtafleet.com)

RTA Software Proposal  
For  
City of Huntington Park



**RON TURLEY ASSOCIATES, INC.**  
**FLEET MANAGEMENT SOFTWARE & SUPPORT SERVICES**  
17437 North 71<sup>st</sup> Dr. Suite 110  
Glendale, AZ 85308  
Phone: 800-279-0549 • 623-581-2447 Fax: 623-582-1747  
Website: [www.rtafleet.com](http://www.rtafleet.com)

July 25, 2017

**SQL Price Quote for  
City of Huntington Park**

**Software Products**

<b>RTA Fleet Maintenance Software</b> ( <i>Full System for 150 Units</i> )	\$ 5,500.00
<b>Kickstart</b>	\$ 1,500.00
<b>Network Multi-User</b> ( <i>Up to 5 Concurrent Users</i> )	\$ 2,000.00
<b>Electronic Fuel Interface (EFI)</b> ( <i>with auto-load</i> )	\$ 2,000.00
<b>Paperless Shop</b>	\$ 2,000.00
<b>ImageViewer</b>	\$ 300.00
 <b>TOTAL</b>	 \$ 13,300.00

*Annual support after the first year will be approximately \$ 1,470.00*

System purchase includes the following:

1. Unlimited technical support first year
2. Software updates first year
3. Training videos
4. Implementation
5. Online classes
6. 3 day Phoenix training

A training certificate is included with your purchase at no additional cost. The certificate is good for 1 person to attend the 3 day training class held in Phoenix monthly. Additional people can attend the training session at \$400 per person. We also provide online and onsite training as an option. Let me know if you need additional information.

Sincerely,

Doug Hicks  
National Account Representative  
800-279-0549 x 224  
[dhicks@rtafleet.com](mailto:dhicks@rtafleet.com)



**RON TURLEY ASSOCIATES, INC.**  
**FLEET MANAGEMENT SOFTWARE & SUPPORT SERVICES**  
17437 North 71<sup>st</sup> Dr. Suite 110  
Glendale, AZ 85308  
Phone: 800-279-0549 • 623-581-2447      Fax: 623-582-1747  
Website: [www.rtafleet.com](http://www.rtafleet.com)

**Hosted Price Quote for**  
**City of Huntington Park**

**Software Products**

<b>Hosted Services / First Quarter (5 users)</b> .....	\$	870.00
<b>Installation</b> .....	\$	500.00
<b>TOTAL</b> .....	\$	<b>1,370.00</b>

*For hosted system there is no annual support cost.*

Doug Hicks  
National Account Representative  
800-279-0549 x 224  
[dhicks@rtafleet.com](mailto:dhicks@rtafleet.com)



**RON TURLEY ASSOCIATES, INC.**  
**FLEET MANAGEMENT SOFTWARE & SUPPORT SERVICES**  
17437 North 71<sup>st</sup> Dr. Suite 110  
Glendale, AZ 85308  
Phone: 800-279-0549 • 623-581-2447      Fax: 623-582-1747  
Website: [www.rtafleet.com](http://www.rtafleet.com)

## **Additional Options:**

**Additional Assets – (\$375/group of 25)**

**Additional “Concurrent” Users – (\$2,000/group of 5)**

**Three-Days of Onsite Training – (\$5,400)**

**Data Conversions (Vehicles) – \$1,600.00**

**Data Conversions (Work Order History) – \$1,200.00**

**Data Conversions (Parts) – \$1,200.00**

**Motor Pool (\$1,000)** – This module allows you to do reservations for vehicles within your fleet that are considered motor pool vehicles. Users can request vehicles and multiple rate structures are available for billing of the rental period.

**Paperless Inspections (\$1,200)** – This module allows you to create customized inspection forms that can be used from a tablet (using Remote Desktop connection). The technician can perform an inspection (based on your custom form) and then submit the inspection to the RTA system. A work order can be generated automatically from the inspection as well.

**Driver Reports (\$1,000)** – This module will allow your drivers to enter their inspections (VIR – Vehicle Inspection Report) via a kiosk or tablet. These inspections show up on the shop screen and can then be moved to a work order, deferred, or “ignored”. Once a driver reported problem has been corrected (via a work order repair) – the driver is notified that the repair has been made.

**Accident Tracking (\$1,000)** – This module facilitates the tracking of the multitude of information needed when an accident occurs. Whether it’s a police report, a picture, an insurance form or some other transaction – these can all be tracked for each accident in your fleet.

**Best Practices (\$500)** – Option is designed as a user defined documentation option within the RTA system. Create your own unique company best practices and policies individual information screen. Set standards for use of the system with company policy.

**Best of Crystal (\$500)** – Available only with SQL – Allows you direct access to the RTA data files. Provides your own preferences to desired reports.

**Messenger (\$500)** – Simple messaging option within the RTA software allowing employees to create and send messages to each other.

## **Barcoding options**

**Barcode Printer –Large (\$1,495)**

**Barcode Printer –Small (\$895)**

**Tricoder (\$1,295)**

**Wedge Reader (\$595)**

**Wireless Wedge Reader (\$795)**

# RTA Fleet Management Software

## Electronic Fuel Interface (EFI)



### Improved Performance

Fuel costs change daily and therefore it is critical in any operation to be able to accurately track and account fuel expenses. RTA understands the timeliness and importance of tracking fuel correctly the first time. That's why RTA has developed an **Electronic Fuel Interface (EFI)** to help clients account for fuel consumption. No matter the fuel type, RTA easily offers a solution to any consumable product's data collection.

Data captured through the EFI allows clients to see costs and consumption in real time. Having an EFI eliminates the need to manually key fuel transactions. With RTA's EFI, data is uploaded correctly without error, eliminating double data entry.

### Data Safeguards

RTA has safeguards built in to recognize excessively high odometer readings, large fuel consumption, or odometer readings lower than the current reading. Should these transactions occur, a report is generated to show irregularities so that they may be addressed as needed.

Visit [www.rtafleet.com](http://www.rtafleet.com) to request a demo. Explore how RTA keeps your fleet rolling.

### Benefits of RTA's EFI System

- Fast – time saved from manually keying fuel transactions pay for the cost of the interface several times a year
- Accurate – having an EFI eliminates much of the 'human error' factor; PM schedules are kept current
- Timely – fast and easy to update records
- Easy – simple to import data and keep asset transactions up-to-date
- Less Errors - eliminate double entry

### RTA's Electronic Fuel Interface Offers More

Although the most common interface is with fuel pumps, RTA's EFI can read transactions collected from many credit card systems, GPS systems, and other software packages. Any client collecting odometer readings and fuel data can improve accountability and data accuracy by utilizing RTA's **Electronic Fuel Interface** program.

Data is imported into the RTA software and applied to each asset accordingly. The EFI module updates the date, fuel quantity, odometer reading, and costs charged against the asset. By gathering odometer readings in an efficient and timely manner, preventive maintenance schedules are up-to-date.

# RTA Fleet Management Software

## Paperless Shop



**Paperless Shop** improves shop performance and efficiency. Create and assign work orders, post parts to the jobs the instant they are used, and quickly clock mechanics on to the next job.

“Feet on the street” staff find **Paperless Shop** easy to use. The flow of the software mirrors the current (or desired) shop workflow. Technicians and mechanics view assigned jobs on the screen in priority order. Each mechanic’s assignments are dynamically updated as new tasks are assigned.

Shop managers and service writers find it easier to manage service demands, workflow, and maintenance staff. Efficiently view current shop activity from a single screen and achieve a new level of accountability and control. Every minute of shop activity is accounted for and you can view it as it happens. Simply, **Paperless Shop** gets more work completed in a timely and efficient manner.

Managers see the paperless solution smoothly apply technology and innovation to rapidly assess, measure, and control shop activities and costs. Track and compare costs, evaluate activities, and implement solutions quickly. **Paperless Shop** is an “easy to implement” solution, with a fast “go-live” effective timetable making your ROI quick.

### Paperless Shop Improves Performance:

- Improve data accuracy
- Improve shop efficiency
- Reduce mechanic rework
- More accurate tracking of parts inventory
- Prioritize repairs
- Improve OEM warranty credit recovery
- Improve core charge recovery
- Reduce parts charge-out errors
- Track exact times spent on specific jobs
- Identify hours spent on indirect (non-chargeable) jobs
- Time clock feature
- Improve time and accuracy of customer notification of completed repairs

Visit [www.rtafleet.com](http://www.rtafleet.com) to request a demo. Explore how RTA keeps your fleet rolling.

### Tool For Mechanics

This flexible tool empowers shop personnel by providing full access to the specific things needed to excel. **Paperless Shop** offers mechanics instantaneous access to vehicle specifications, repair history, parts use history, preventive maintenance and inspection records. View assigned jobs in priority order, which ensures technicians are working on the most important things first.

### Tools For Shop Managers

View all activities taking place in the shop. See which vehicles are being worked on, how long the technician has been on a specific job, what time the job was started, how much time is expected to complete a job, and more. If a mechanic happens to be completing a different job such as running for parts, washing vehicles, fueling vehicles, etc., then you’re able to view this and know where your labor force is “right now”.

### Labor Tracking & Accountability

The RTA software system calculates the actual time spent on a job, tracking each mechanic’s entire work day. **Paperless Shop** provides 100% accountability of all direct and indirect labor! The simplicity needed to manage using **Paperless Shop** is reflected in the fact that only three reports are required: timecard, labor recap, and mechanic accountability. In addition, twenty plus “Regular Work Order” reports are populated with data from **Paperless Shop** which equals more tools for the job.

### Security

The user security established in the system setup automatically applies to **Paperless Shop**. Permit or restrict members of the maintenance team from entire areas, or specific functions in the software. Give as much access to a user that they need to effectively do their job, but no more than what is required. This protection is easy to adjust and apply to each user.



# RTA Fleet Management Software

## Cloud Hosting



### Cloud Hosting

Improve access, speed, and performance through RTA's cloud hosting solution. RTA's affordable hosting service boasts exceptionally fast-performing servers, allowing access to the RTA system from anywhere in North America where there is an internet connection.

Let RTA do the work by eliminating the need to provide system maintenance, routine backups, security and support updates. RTA offers unparalleled support and assumes installation updates, performs automatic and frequent system backups, and modifies system users. Reduce the chances of data corruption and experience increased security and hacking protection of your data while on RTA's hosted system.

#### Updating to RTA's Cloud Hosting Plan is Pain Free

RTA technicians install your software on RTA servers without interruption to your operation. RTA establishes users, security, printers, fuel system connections, and software interfaces to achieve optimal software performance.

#### Features:

- Files are copied to/from RTA servers
- Print to local or network printers
- RTA's barcode scanners and printers are supported
- Third-party RDP software available for Android and iOS devices
- RTA manages user access
- Client retains control of application security settings

#### Hosting Service Includes:

- Load-balanced database servers
- Fault-tolerant RAID storage
- Windows Server RemoteApp to serve RDP clients
- Secure SSL encrypted connection to RTA's servers
- Upgrades and maintenance of servers, hardware, and RTA software
- User server login management (to update employee status)

#### Hosting Locations, Data Storage, and Backups:

- Primary data center in Phoenix, Arizona; additional back-ups at a remote data center - data centers are SAS 70 Type II certified
- Multiple, daily backups
- Access to information is regulated by physical controls and safeguards, backed by SSAE 16 SOC II Type II audits\*
- Servers are configured to time zone of local client (clients operating across multiple time zones RDP version 5.1 or newer required)

#### System Requirements at Your Locations (Customer/User Sites):

- Windows XP SP3 or newer is supported for SSL encryption support, Windows 7 or Windows 10 are recommended
- RDP client is included on all Windows-based computers
- Stable internet connection with a minimum of 15 Kbps bandwidth per user for normal use\*\*
- Firewall must allow connection to our servers (port 3389)

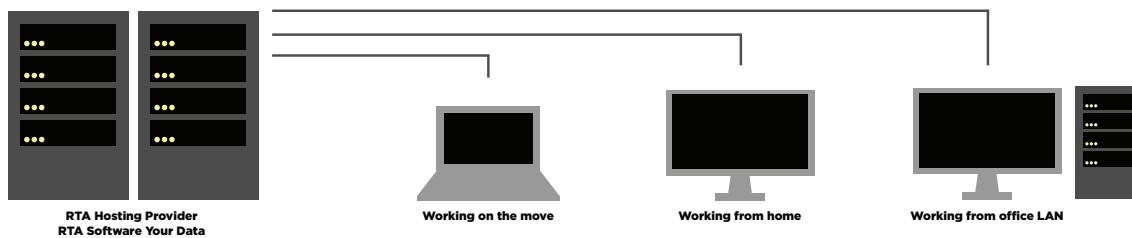
#### Security:

RTA employs the best available cyber security to insure a secure system. RTA conducts daily backups to protect data from outside threats. RTA's internal security and user rights remain.

\*SSAE 16 Certification includes design assessments and effectiveness tests of policies and procedures, system availability, environmental controls, physical security, logical security, and infrastructure management.

\*\*More bandwidth is required for video playback support over the connection

Visit [www.rtafleet.com](http://www.rtafleet.com) to request a demo. Explore how RTA keeps your fleet rolling.



## ATTACHMENT “E”



# LAN WAN ENTERPRISE

17500 Red Hill Ave. Suite 120  
Irvine, CA 92614-5680  
Phone: (949) 955-2451

## Estimate

Date	Estimate #
8/23/2017	69245

Name / Address

---

City of Huntington Park  
6550 Miles Avenue,  
Huntington Park, CA 902550.



# LAN WAN ENTERPRISE

17500 Red Hill Ave. Suite 120  
Irvine, CA 92614-5680  
Phone: (949) 955-2451

## Estimate

Date	Estimate #
8/23/2017	69246

Name / Address

---

City of Huntington Park  
6550 Miles Avenue,  
Huntington Park, CA 902550.

P.O. No.	Rep	Project	Est No.	Invoice No.
		69246		
Description		Qty	Cost	Total
Labor windows Server & SQL				
Install and configure virtual machine		23.00	140.00	3,220.00
Install windows server 2016				
Install and configure SQL 2016				
Setup RTA Software on the new server				
		Subtotal	\$3,220.00	
		Sales Tax (8.75%)	\$0.00	
		Total	\$3,220.00	



# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

September 5, 2017

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

Dear Mayor and Members of the City Council:

**APPROVE AWARD OF CONTRACT SERVICES AGREEMENT TO F.M. THOMAS AIR CONDITIONING, INC. FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE AND UNSCHEDULED MAINTENANCE SERVICES**

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

1. Approve contract with F.M. Thomas Air Conditioning, Inc., for Heating, Ventilation and Air Conditioning (HVAC) Services; and
2. Authorize City Manager to execute agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park (City) contracts HVAC services at seven (7) community facilities including City Hall, Police Station, Parks and Recreation & Muni Building, Raul Perez Park, Freedom Park, Community Center, and Public Works Yard.

On July 25, 2017 staff issued a request for proposals (RFP). Seven RFP packages were requested, and four proposals were received. The RFP included the following scope of work:

- a) Preventative and Unscheduled maintenance
- b) Component replacements
- c) Emergency service
- d) Performance review
- e) Contractor service portal
- f) Quarterly preventative maintenance

**APPROVE AWARD OF CONTRACT SERVICES AGREEMENT TO F.M. THOMAS AIR CONDITIONING, INC. FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE AND UNSCHEDULED MAINTENANCE SERVICES**

September 5, 2017

Page 2 of 3

The following four companies submitted proposals for HVAC services:

<b>Company</b>	<b>Annual Cost</b>
ACCO Engineered Systems	\$36,528
BARR Engineering	\$18,218
Allison Mechanical, Inc.	\$17,904
F. M Thomas Air Conditioning, Inc.	\$14,252

F.M. Thomas Air Conditioning, Inc. will provide services described in their Maintenance Program, which is included in their bid proposal. The proposed term is a 5-year service agreement and cost for each year is as follows:

<b>Agreement Term</b>	<b>Annual Cost</b>
1 <sup>st</sup> Year	\$14,252
2 <sup>nd</sup> Year	\$14,964
3 <sup>rd</sup> Year	\$16,084
4 <sup>th</sup> Year	\$16,888
5 <sup>th</sup> Year	\$18,152

In addition, F.M. Thomas Air Conditioning, Inc. proposal included an unscheduled fee schedule. The unscheduled maintenance is comprised of maintenance and emergency responses for contract maintenance, repair(s), and services. Total unscheduled maintenance budgeted amount for FY 17-18 is \$20,000.

**FISCAL IMPACT/FINANCING**

Funding for HVAC services was approved in the City's FY 17-18 Adopted Budget in the following accounts:

<b>Fiscal Year</b>	<b>Fund/Account</b>	<b>Amount</b>
17/18	111-8022-419-56-41	\$25,880
17/18	111-8023-451.56-41	\$23,000
17/18	111-8024-421.56-41	\$25,880

No additional budget appropriation is required at this time.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A contractor is required to provide HVAC services, as the City does not have the in-house personnel, equipment and resources required for these services.

**APPROVE AWARD OF CONTRACT SERVICES AGREEMENT TO F.M. THOMAS  
AIR CONDITIONING, INC. FOR HEATING, VENTILATION AND AIR CONDITIONING  
(HVAC) MAINTENANCE AND UNSCHEDULED MAINTENANCE SERVICES**

September 5, 2017

Page 3 of 3

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Director of Public Works

**ATTACHMENT(S)**

- A. HVAC Request for Proposals
- B. Scope of Work
- C. Draft Proposed Contract Services Agreement
- D. F.M. Thomas Air Conditioning, Inc. Bid Proposal

## ATTACHMENT “A”



**REQUEST FOR PROPOSALS  
TO PROVIDE  
PREVENTIVE MAINTENACE ON ALL PACKAGED HVAC  
UNITS  
FOR THE  
CITY OF HUNTINGTON PARK**

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EXHIBIT "A" SCOPE OF SERVICES		
EXHIBIT "B" SAMPLE CONTRACT SERVICES AGREEMENT		
EXHIBIT "C" CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (IF ANY)		

EXHIBIT "D" FALSE CLAIMS FORM

EXHIBIT "E" CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION

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**City of Huntington Park**  
6550 Miles Avenue,  
Huntington Park, California 90255

**Preventive Maintenance on all Packaged HVAC Units**  
**Request for Proposals**

**I. INTRODUCTION**

The City of Huntington Park is requesting services and cost proposals from a qualified and experienced CONTRACT to provide Preventive Maintenance on all Packaged HVAC Units for the City.

**II. PROPOSAL SCHEDULE**

Request For Proposals Issued:	July 27, 2017
Deadline to Submit Questions:	August 21, 2017 at 11:00 A.M.
Deadline to Submit Proposals	August 28, 2017 at 2:00 P.M.

**III. GENERAL INFORMATION**

The City seeks proposals from outside firms to provide Preventive Maintenance on all Packaged HVAC Units. The City will select one qualifying firm to provide the services as defined in the Scope of Services section of this RFP.

- A. Proposal Validity.** The Proposer's pricing shall be valid for a minimum of 90 days.
- B. Requests for Information.** Questions regarding this RFP are for clarification purposes only and are to be directed by e-mail in writing to Janie Pichardo at [jpichardo@hpcagov](mailto:jpichardo@hpcagov).
- C. Submission Requirements.** Proposals must be received by the Office of the City Clerk in a sealed envelope with the title of the RFP clearly labeled along with the name and address of the firm. The submittal packet shall include three (3) copies of the proposal and one (1) copy of the proposal and fee schedule to be provided on a flash drive in PDF and editable document formats. One (1) copy of the fee and/or fee schedule must also be included in the submittal packet in a separate sealed envelope with the title of the RFP and "Fee Schedule" clearly labeled along with the name and address of the firm.

Proposals, including appendices, must not exceed 20 sheets on 8.5" x 11" paper (11" x 17" paper may be used to display organizational charts).

Font size must be at least 12 point for text or 8 point for graphics. Dividers used to separate sections will not be counted as pages.

- D. Late Submittals.** It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by facsimile or electronic mail.
- E. Withdrawal or Modifications.** A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a Proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.
- F. Addenda.** In the event that any portion of this RFP is changed, the City will provide addenda by fax or e-mail to all firms who have received an RFP. The signed addenda must be included with the RFP submittal. Submittals received without the applicable addenda may be rejected as incomplete.
- G. Responsiveness.** All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Firms are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive. The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.
- H. Costs.** The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.
- I. Legal Authorization.** All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.
- J. Conflict of Interest.** Proposer is required to issue a brief statement disclosing potentially conflicting interests including:

1 Any litigation involving the Proposer or the Proposer's personnel which is adverse to the City.

**K. Rejection of Submittals.** The City reserves the right at its sole discretion to reject any and all submittals received without penalty as a result of this RFP.

1. A proposal may be immediately rejected if:
  - a) It contains misrepresentative or misleading information;
  - b) It is received at any time after the exact date and time set for receipt of proposals;
  - c) It does not meet the required specifications or terms and conditions as prescribed;
  - d) It is not prepared in the format outlined in this RFP;
  - e) It is signed by an individual not authorized to represent the Proposer;
  - f) Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal; and
  - g) Any other reason in the City's sole and absolute discretion.

**L. No Guarantee of Contract.** No guarantee is made that any contract will be awarded in response to this RFP.

**M. Insurance Coverage.** If a Proposer is selected, all insurance documentation will be provided to the City prior to the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.

**N. Contracts.** Proposer shall identify any contracts and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of contracts.

**O. Acceptance of Conditions.** Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document (including, but not limited to, all the conditions reflected in the Sample Contract Services Agreement) which shall be submitted with the proposal.

**P. Public Record.** All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies

of all proposals available for inspection and copying by interested members of the public as records of the City and the City shall be under no obligation to the Proposer to withhold such records. Insofar as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (T) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

- Q. Right to Request Additional Information.** During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- R. Additional Services.** The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP; however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.
- S. Conflict of Interest.** By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- T. Confidential Information.** City reserves the right to make copies of a Proposer's proposal available for inspection and copying by members of the public (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary

may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5<sup>th</sup> day following City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

#### **IV. TERMS AND CONDITIONS**

- A. Certification.** By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal for this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.
- B. Reserving Rights.** The City reserves the right to reject any and all proposals received as a result of this RFP. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the Proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.
- C. Assignment and Guarantee.** No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment.

There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations.

**D. Financial Responsibility for Proposal Costs.** The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer.

**E. Clarification.** Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to the City's representative regarding this RFP process. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.

**F. Discrimination.** The Proposer and all contracts must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

**G. Equal Opportunity.** During the performance of the contract, Proposer agrees to the following:

1. Proposer shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all federal, State of California, County of Los Angeles and City of Huntington Park laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Proposer. The Proposer agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the Proposer, shall state that Proposer is an Equal Opportunity Employer.

**H. Indemnification.** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorneys' fees, and otherwise hold harmless the City, its employees and

agents from any liability of any nature or kind with regard to the preparation or presentation of a proposal in response to this RFP.

**I. Gratuity Prohibition.** Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal. \

## **V. PROPOSAL CONTENT**

### **Cover Letter**

The cover letter should be signed by a person with the official authority to bind the company. The letter must also include the name, address, telephone number, email address, title and signature of the firm's contact person for this RFP and state that the submittal is valid for 90 days. An acceptance to the City's standard contract should also be included.

### **Approach**

The purpose of the response is to demonstrate the Proposer's competence and capacity to provide the services listed in the scope of work for the City of Huntington Park in conformity with the requirements of this Request for Proposals. As such, the substance of the Request for Proposals and Proposals will carry more weight than their form or manner of presentation. The technical response should demonstrate the Proposal of the individual or organization and of the particular staff to be assigned to this engagement.

The Proposal should be prepared to all the points outlined in the Request for Proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the Request for Proposals. Please provide as much information as possible regarding qualifications and experience.

### **Submission Requirements**

- Name, contact, address, telephone and fax number, and email of firm.
- Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.
- Firm's history and number of years in business.
- Provide all necessary licenses, permits and certifications relating to the scope of work.
- Review and complete all Exhibits attached hereto as requested.
- Information on any pending litigation against the organization or any of its principals as it relates to the services provided by the firm.
- Any other information you feel is appropriate to assist in the selection process.

## **Proposed Staffing and Project Team**

This section should establish Proposer's experience and experience of personnel that will properly perform the scope of work. Identify key personnel to be assigned and their experience (detailed).

## **References**

All qualified Proposers must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information supply the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.

## **Parts and Material**

All parts and materials required for the performance of the work shall be included in the fee for this scope of work and no additional compensation will be allowed.

# **VI. EVALUATION PROCEDURES**

**A. Proposal Evaluation.** The City staff will evaluate all proposals received to determine the firm that best meets the needs of the City. The City shall not be obligated to accept the lowest priced proposal, but the City may make award(s) in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and qualifications of the Proposer.

**B. Review of Proposals.** Firms that do not meet the "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.

**C. Proposal Evaluation Criteria.** Proposals will be evaluated using two (2) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated. The following represent the principal selection criteria which will be considered during the evaluation process. City reserves the right to select any firm that submits a complete and timely proposal.

### **1. Mandatory Elements**

- a) The firm is an independent CONTRACT properly licensed to practice in California.
- b) The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- c) The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

### **2. Qualitative Evaluation**

- a) Experience and Performance:

1. The firm's past experience and performance on specific government engagements (i.e., references).
2. Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project).
3. Firm's statement on why it believes itself to be best qualified (cover letter).

b) Ability to complete work in a timely manner and references.

3. Oral presentation/interview (at the option of the City)

The Proposers with the three highest combined scores may expect to be interviewed by the City staff. Upon completion of the interviews, negotiation of compensation, and/or terms and conditions, a contract may be prepared and submitted to the City Council for approval.

**D. PROPOSAL SUBMITTAL.** Proposals must be received by the Office of the City Clerk in a sealed envelope with the title of the RFP clearly labeled along with the name and address of the firm. The submittal packet shall include three (3) copies of the proposal and two (2) electronic copies of the proposal and fee schedule to be provided on a flash drive in PDF and editable document formats. One (1) copy of the fee(s) and/or fee schedule must also be included in the submittal packet in a separate sealed envelope with the title of the RFP and "Fee Schedule" clearly labeled along with the name and address of the firm. The submittal package shall bear the name, address, and telephone number of the individual or entity submitting the proposal and shall be addressed as follows:

Office of the City Clerk  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Proposals can be hand delivered or mailed to the address listed above. Proposals will not be accepted by fax or e-mail. The proposal shall be delivered to the above address.

## **VII. STAFF CONTACT**

For inquiries, please contact Janie Pichardo via email at [jpichardo@hpcagov](mailto:jpichardo@hpcagov).

**Issued by:**  
City of Huntington Park  
City Manager's Office

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Edgar P. Cisneros  
City Manager

**EXHIBIT "A"**

**SCOPE OF SERVICES**

The Huntington Park Public Works will accept bids from qualified California licensed contractors for normal and on-call HVAC and mechanical maintenance services, including emergency work and repairs. Preventative maintenance on HVAC equipment will be provided on a quarterly for seven (7) facilities in Huntington Park.

**1.1 Contractor Minimum Work Performance Percentage:**

CONTRACTOR shall perform, with their own organization, contract work amounting to not less than 50 percent of the original total contract price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer their interest or obligations in this AGREEMENT without prior written consent of CITY.

**1.2 CONTRACTOR** will provide HVAC maintenance services necessary to keep HVAC equipment in good working order, which includes, but is not limited to:

1.2.1 Test and inspect equipment to determine its operating condition and efficiency. Tests include but are not limited to, excessive vibration, refrigerant charge, oil levels, safety controls, worn or failed parts, leaks.

1.2.2 Inspect, clean and replace air filters and/or frames.

1.2.3 Preventative maintenance including but not limited to clean, align, calibrate, tighten, adjust, lubricate and paint equipment to extend and ensure proper operating conditions. All components, parts and supplies required to keep the equipment operating properly and efficiently are to supplies by CONTRACTOR.

1.2.4 Repair and replace any broken, worn or doubtful components or parts.

1.2.5 Respond to trouble calls including unscheduled work resulting from abnormal conditions. Service personnel shall be available within 24 hours of service request by CITY.

The General Scope of Work will include:

- a) Preventative maintenance.
- b) Component replacements.
- c) Emergency service.
- d) Performance review.
- e) Contractor service portal.
- f) Quarterly preventative maintenance.

Preventative Maintenance Scope of Work will include:

**Air Handler Service:**

- Check supply and return fan motors for proper operation.
- Check unit for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, sheaves for wear, damage, and alignment.
- Check contactors and relays for pitting, wear, or damage.
- Check and tighten electrical connections.
- Check heating coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check and adjust air dampers (outside, mixed, and return).
- General lubrication and cleaning.
- Lubricate supply fan motor bearings.
- Check for particulate accumulation on filters, clean or replace if accumulation.
- Result in pressure drop or airflow outside operating limits.
- Check air filter and housing integrity.
- Check UV lamp, if equipped.
- Check P-trap, prime as needed to ensure proper operation.
- Check for proper operation of cooling or heating coil.
- Check drive alignment, wear, seating and operation.

**Exhaust Fan Service:**

- Check fan motors for proper operation.
- Check fan for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.

**Fan Coil Service:**

- Check tubing for chafing, abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check cooling coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check operation of heating and cooling.
- Check operation of dampers and actuators.

**Reciprocating Liquid Chiller Service:**

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.

- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check condenser coils for leaks, lint, and dirt condition (air cooled).
- Check EVAP/COND for proper operation.
- Check cooling tower for proper operation.
- Check compressor to motor coupling (if applicable).
- Check oil level and temperature.
- Check condenser fan bearings (air cooled).

Rooftop Package Unit Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, damage, tension and alignment.
- General cleaning and lubrication.

Clean Coils Service:

- Clean Coils.

Change Filters Service:

- Change Filters.

The seven (7) Huntington Park Locations:

1. City Hall, 6550 Miles Ave.
2. Police Department, 6548 Miles Ave.
3. Parks and Recreation & Muni Building, 3401 E. Florence Ave.
4. Raul Perez Park, 6208 S. Alameda St.
5. Freedom Park 3801 E. 61<sup>st</sup> St.
6. Community Center 6925 Salt Lake Ave.
7. Public Works 6900 Bissell St.

**EQUIPMENT INVENTORY**

Equipment to be maintained:

**CITY HALL  
6550 MILES AVENUE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AHN	AIR DYNE UMG25M/TBD AIR HANDLER
1	AHS	AIR DYNE UMG25M/TBD AIR HANDLER
1	HP1	LENNOX CBX32M03023065/TBD HEAT PUMP

1	CND1	LENNOX XP1402423002/TBD CONDENSER
1	HP2	TRANE TWE090D300AA/TBD HEAT PUMP
1	CND2	TRANE TWA090D30RAA/TBD CONDENSER
1	CNDN1	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDN2	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDS1	CARRIER 38AUZA25A0A5A/TBD CONDENSER / GROUND SOUTH BLDG
1	CNDIT	FUJITSU ASU24CL1/TBD CONDENSER / 1ST FLOOR ROOM
1	FCIT	FUJITSU ASU24CL1/TBD FAN COIL / 1ST FLOOR IT ROOM

**POLICE DEPARTMENT**  
**6542 MILES AVENUE / HUNTINGTON PARK**

QT	TAG	MAKE MODEL / SERIAL # DESCRIPTION
3	AH	TBD TBD/TBD AIR HANDLERS / 1ST FLOOR
1	AH	MAGIC AIRE BMB12ACAAH1A/TBD JAIL BASEMENT ROOM
1	AH	MAGIC AIRE HBB16ABAAAAA/TBD BASEMENT LOCKER / WIEGHT ROOM
2	AH	MAGIC AIRE BMB12ACAAH1A/TBD 2ND FLOOR CSU & SOUTH SIDE
1	AH	MAGIC AIRE BMB20ACAAH2L/TBD 2ND FLOOR NORTH SIDE OFFICE
1	HP1	BRYANT FB4ANF060/TBD 2ND FLOOR ATTIC ABOVE CHIEF OFFICE
1	CND1	BRYANT 38YCC060300/TBD GROUND WEST SIDE
1	HP2	CARRIER FY4ANB06000AAA/TBD ATTIC ABOVE DETECTIVES
1	CND2	CARRIER 38QRR060501/TBD GROUND EAST SIDE
1	HP3	CARRIER 38HDC06032/TBD GROUND SOUTH SIDE
1	CND3	CARRIER 40QNC0363/TBD WASHABLE FILTER DISPATCH
1	CND4	CARRIER 38HDF0363/TBD GROUND SOUTH SIDE
1	HP4	CARRIER 40QAB060311/TBD IT ROOM WASHABLE FILTER
1	CHILL	TRANE CGAEC50GABA1DR1/TBD GROUND EAST SIDE
1	BOIL	HONEYWELL TBD/TBD BOILER / SUPPLY IN POLICE STATION

**PARKS & REC**  
**3401 EAST FLORENCE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TCDA06A1A0A0/TBD PACKAGED UNIT
1	AC2	CARRIER 48PGDM08A5/TBD PACKAGED UNIT
1	AC3	CARRIER 48ESN06000900/TBD PACKAGED UNIT

1	AC4	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC5	CARRIER 48ESN042060301/TBD PACKAGED UNIT
1	AC6	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC7	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC8	CARRIER 48PGDM09/TBD PACKAGED UNIT
1	AC9	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC10	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC11	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC12	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AC13	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AH1	CARRIER 40QNC0123/TBD AIR HANDLER
1	CND1	CARRIER 38HDV012/TBD CONDENSER
1	AH2	CARRIER 40MVQ04301/TBD AIR HANDLER
1	CND2	CARRIER 38MVQ024301/TBD CONDENSER
5	FANS	CENTRAL TBD/TBD FANS
1	AC14	CARRIER 50HJQ005631/TBD PACKAGED UNIT

**MUNI PARK 3401 EAST FLORENCE / HUNTINGTON PARK**

<b>QTY</b>	<b>TAG</b>	<b>MAKE MODEL / SERIAL # DESCRIPTION</b>
1	AC1	CARRIER 50JH005-631 / 3308G50386

**PEREZ PARK**

**6208 ALAMEDA ST / HUNTINGTON PARK**

<b>QTY</b>	<b>TAG</b>	<b>MAKE MODEL / SERIAL # DESCRIPTION</b>
1	AC1	CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT
1	AC2	CARRIER 47TCLA04A2A5A/TBD PACKAGED UNIT
1	AC3	CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT

**FREEDOM PARK**

**3801 E 61ST STREET / HUNTINGTON PARK**

<b>QTY</b>	<b>TAG</b>	<b>MAKE MODEL / SERIAL # DESCRIPTION</b>
1	AC1	TRANE YHC072A3RMA1700/TBD PACKAGED UNIT
1	AC2	TRANE YHC072A3RMA1700/TBD PACKAGED UNIT
1	AC3	TRANE YHC048A3RMA1G02/TBD PACKAGED UNIT
1	EF	TBD TBD/TBD EXHAUST FAN

**COMMUNITY CENTER**

**6925 SALT LAKE AVENUE / HUNTINGTON PARK**

<b>QTY</b>	<b>TAG</b>	<b>MAKE MODEL / SERIAL # DESCRIPTION</b>
1	AC1	CARRIER 48HJE007551HQ/TBD PACKAGED UNIT
1	AC2	CARRIER 48HJE007551HQ/TBD PACKAGED UNIT

1	AC3	CARRIER 48HJD012571/TBD PACKAGED UNIT
1	AC4	CARRIER 48HJD012571/TBD PACKAGED UNIT
1	CND1	MITSUBISHI MUZA09NA/TBD CONDENSER
1	FC1	MITSUBISHI MUZA09NA/TBD FAN COIL
1	EF	TBD TBD/TBD EXHAUST FAN
1	EF	TBD TBD/TBD EXHAUST FAN

**PUBLIC WORKS**  
**6900 BISSELL STREET / HUNTINGTON PARK**

<b>QTY</b>	<b>TAG</b>	<b>MAKE MODEL / SERIAL # DESCRIPTION</b>
1	ICP	INT.COMFORT PGF342888K01 / G882331057

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**EXHIBIT "B"**



**SAMPLE CONTRACT SERVICES AGREEMENT**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and REPLACE WITH NAME OF CONTRACT, a REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC. (hereinafter, "CONTRACT"). For the purposes of this Agreement CITY and CONTRACT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACT 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, CONTRACT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACT 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 **XX YEARS?**] Commencing from REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the "EFFECTIVE DATE"? SOME OTHER DATE?]. **[OPTIONAL LANGUAGE:** Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. **EDITOR'S NOTE:** IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED

ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM], unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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. CONTRACT 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, CONTRACT'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 CONTRACT'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 CONTRACT'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, CONTRACT 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 CONTRACT'S monthly compensation is a function of hours worked by CONTRACT'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACT 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 CONTRACT.

1.5 ACCOUNTING RECORDS: CONTRACT shall maintain complete and accurate records with respect to all matters covered under this Agreement during and 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. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACT.

1.6 ABANDONMENT BY CONTRACT: In the event CONTRACT 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, CONTRACT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACT in the performance of this Agreement. Furthermore, CONTRACT 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 CONTRACT'S cessation or abandonment.

II.  
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager 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. CONTRACT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONTRACT REPRESENTATIVE AND CONTACT INFORMATION: CONTRACT hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACT Representative"). CONTRACT Representative shall have full authority to represent and act on behalf of the CONTRACT for all purposes under this Agreement. CONTRACT 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 CONTRACT Representative shall constitute notice to CONTRACT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACT 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 CONTRACT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONTRACT shall perform all Work skillfully, competently and to the highest standards of CONTRACT'S profession;
- B. CONTRACT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACT 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. CONTRACT 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 CONTRACT'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACT; and
- F. All of CONTRACT'S employees and agents (including but not limited SUB-CONTRACT) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACT 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 CONTRACT or on behalf of CONTRACT in the performance of this Agreement. In recognition of this interest, CONTRACT 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 CONTRACT'S duties or obligations under this Agreement without the prior written consent of 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 CONTRACT:** The Work shall be performed by CONTRACT or under CONTRACT'S strict supervision. CONTRACT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACT on an independent CONTRACT basis and not as an employee. CONTRACT 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 CONTRACT'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 CONTRACT are not employees of CITY and shall at all times be under CONTRACT'S exclusive direction and control. CONTRACT 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. CONTRACT 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 CONTRACT'S officers, employees, agents, or SUB-CONTRACT is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACT, a threat to persons or

property, or if any of CONTRACT'S officers, employees, agents, or SUB-CONTRACT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACT shall be promptly removed by CONTRACT and shall not be reassigned to perform any of the Work.

- 2.8 **COMPLIANCE WITH LAWS:** CONTRACT 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. CONTRACT'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, CONTRACT shall not discriminate against any employee, CONTRACT, 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 CONTRACT STATUS:** The Parties acknowledge, understand and agree that CONTRACT and all persons retained or employed by CONTRACT are, and shall at all times remain, wholly independent CONTRACT and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACT and SUB-CONTRACT. CONTRACT and all persons retained or employed by CONTRACT 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 CONTRACT 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, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
  - A. **Commercial General Liability Insurance:** CONTRACTOR 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: CONTRACTOR 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 Two Million Dollars (\$2,000,000.00) 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 CONTRACTOR 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 CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

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

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR 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 CONTRACTOR'S insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents,

CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR 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. CONTRACT acknowledges that CITY would not enter into this Agreement in the absence of CONTRACT'S commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONTRACT 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 CONTRACT'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACT under this Agreement any amount due CITY from CONTRACT as a result of CONTRACT'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACT'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 CONTRACT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACT 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 CONTRACT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACT or any other person or entity involved by, for, with or on behalf of CONTRACT in the performance of this Agreement. In the event CONTRACT fails to obtain such indemnity obligations from others as required herein, CONTRACT 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 CONTRACT'S, SUB-CONTRACT or any other person or entity involved by, for, with or on behalf of CONTRACT 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 CONTRACT 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 CONTRACT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACT shall be compensated only for those services and tasks which have been performed by CONTRACT up to the effective date of the termination. CONTRACT 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 CONTRACT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACT in connection with the performance of the Work. CONTRACT 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. CONTRACT shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACT may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACT may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACT 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 CONTRACT 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 CONTRACT shall include, but shall not be limited to the following: (i) CONTRACT'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACT'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) CONTRACT'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 CONTRACT, whether voluntary or involuntary; (v) CONTRACT'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 CONTRACT relating to this Agreement is false, misleading or erroneous in any material respect.

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

cure of any Event of Default by giving CONTRACT written notice of CITY's intent to suspend CONTRACT'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, CONTRACT shall be compensated only for those services and tasks which have been rendered by CONTRACT 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 CONTRACT, CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACT, CITY may extend the time of performance;
  - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACT'S breach of the Agreement or to terminate the Agreement; or
  - iv. CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONTRACT'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACT under this Agreement for completed services and tasks.

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

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

## VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACT 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. CONTRACT shall require all SUB-CONTRACTS working on behalf of CONTRACT 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 CONTRACT as applies to Documents and Data prepared by CONTRACT in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACT 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. CONTRACT 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: CONTRACT warrants and represents that neither CONTRACT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACT 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:

**CONTRACT:**

[REPLACE WITH Business Name of CONTRACT]

[REPLACE WITH Business Address]

Attn: [REPLACE WITH Name/Title of CONTRACT'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

Public Works Dept.

6550 Miles Avenue

Huntington Park, CA 90255

Attn: Daniel Hernandez, Public Works Director

Phone: (323) 584-6253

Fax: (323) 588-4577

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: CONTRACT 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 Sub-CONTRACT'S), 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 CONTRACT:** CITY reserves the right to employ other CONTRACT in connection with the various projects worked upon by CONTRACT.

6.8 **PROHIBITED INTERESTS:** CONTRACT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACT, to solicit or secure this Agreement. Further, CONTRACT 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 CONTRACT, 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 CONTRACT 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 CONTRACT 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:**

**[REPLACE WITH BUSINESS NAME OF CONTRACT, E.G., ACME CORP.]:**

By: \_\_\_\_\_  
Edgar P. Cisneros,  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**EXHIBIT "C"**

**CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S  
CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION  
OF TERMS (IF ANY)**

By signing this form below, the firm certifies that the attached Agreement in Exhibit B is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Huntington Park, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**EXHIBIT “D”**  
**FALSE CLAIMS FORM**

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. “False Claims Act”, as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

**FALSE CLAIMS ACT CERTIFICATION**

If the Proposer has no False Claims Act violations as described above, complete the following:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) \_\_\_\_\_ (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, “Proposer”).  
(Print Name of Proposing Entity)

In submitting this proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) \_\_\_\_\_ (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

## FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: \_\_\_\_\_

(2) Identity of tribunal or court and case name or number, if any: \_\_\_\_\_

(3) Government Contract or project involved: \_\_\_\_\_

(4) Government agency involved: \_\_\_\_\_

(5) Amount of fine imposed: \_\_\_\_\_

(6) Exculpatory Information: \_\_\_\_\_

## DECLARATION

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) \_\_\_\_\_ (Title with proposing entity)  
of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) \_\_\_\_\_ (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

## EXHIBIT "E"

### CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

#### CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) \_\_\_\_\_ (Title with proposing entity)  
of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this Proposal to the City of Huntington Park, I hereby certify that neither the Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) \_\_\_\_\_ (city and state)  
By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer).

## **CIVIL LITIGATION HISTORY INFORMATION**

(1) Name of Case: \_\_\_\_\_

(2) Court case identification number: \_\_\_\_\_

(3) Jurisdiction in which case was filed: \_\_\_\_\_

(4) Outcome of the case: \_\_\_\_\_

(5) Name of Case: \_\_\_\_\_

(6) Court case identification number: \_\_\_\_\_

(7) Jurisdiction in which case was filed: \_\_\_\_\_

(8) Outcome of the case: \_\_\_\_\_

## **DECLARATION**

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) \_\_\_\_\_ (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) \_\_\_\_\_ (city and state)

By: \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**END OF DOCUMENT**

## ATTACHMENT “B”

**Exhibit "A"**  
**SCOPE OF SERVICES**

The Huntington Park Public Works will accept bids from qualified California licensed contractors for normal and on-call HVAC and mechanical maintenance services, including emergency work and repairs. Preventative maintenance on HVAC equipment will be provided on a quarterly for seven (7) facilities in Huntington Park.

**1.1 Contractor Minimum Work Performance Percentage:**

CONTRACTOR shall perform, with their own organization, contract work amounting to not less than 50 percent of the original total contract price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer their interest or obligations in this AGREEMENT without prior written consent of CITY.

**1.2 CONTRACTOR** will provide HVAC maintenance services necessary to keep HVAC equipment in good working order, which includes, but is not limited to:

1.2.1 Test and inspect equipment to determine its operating condition and efficiency. Tests include but are not limited to, excessive vibration, refrigerant charge, oil levels, safety controls, worn or failed parts, leaks.

1.2.2 Inspect, clean and replace air filters and/or frames.

1.2.3 Preventative maintenance including but not limited to clean, align, calibrate, tighten, adjust, lubricate and paint equipment to extend and ensure proper operating conditions. All components, parts and supplies required to keep the equipment operating properly and efficiently are to supplies by CONTRACTOR.

1.2.4 Repair and replace any broken, worn or doubtful components or parts.

1.2.5 Respond to trouble calls including unscheduled work resulting from abnormal conditions. Service personnel shall be available within 24 hours of service request by CITY.

The General Scope of Work will include:

- a) Preventative maintenance.
- b) Component replacements.
- c) Emergency service.
- d) Performance review.
- e) Contractor service portal.
- f) Quarterly preventative maintenance.

Preventative Maintenance Scope of Work will include:

#### Air Handler Service:

- Check supply and return fan motors for proper operation.
- Check unit for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, sheaves for wear, damage, and alignment.
- Check contactors and relays for pitting, wear, or damage.
- Check and tighten electrical connections.
- Check heating coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check and adjust air dampers (outside, mixed, and return).
- General lubrication and cleaning.
- Lubricate supply fan motor bearings.
- Check for particulate accumulation on filters, clean or replace if accumulation.
- Result in pressure drop or airflow outside operating limits.
- Check air filter and housing integrity.
- Check UV lamp, if equipped.
- Check P-trap, prime as needed to ensure proper operation.
- Check for proper operation of cooling or heating coil.
- Check drive alignment, wear, seating and operation.

#### Exhaust Fan Service:

- Check fan motors for proper operation.
- Check fan for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.

#### Fan Coil Service:

- Check tubing for chafing, abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check cooling coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check operation of heating and cooling.
- Check operation of dampers and actuators.

#### Reciprocating Liquid Chiller Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.

- General cleaning and lubrication.
- Check condenser coils for leaks, lint, and dirt condition (air cooled).
- Check EVAP/COND for proper operation.
- Check cooling tower for proper operation.
- Check compressor to motor coupling (if applicable).
- Check oil level and temperature.
- Check condenser fan bearings (air cooled).

Rooftop Package Unit Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, damage, tension and alignment.
- General cleaning and lubrication.

Clean Coils Service:

- Clean Coils.

Change Filters Service:

- Change Filters.

The seven (7) Huntington Park Locations:

1. City Hall, 6550 Miles Ave.
2. Police Department, 6548 Miles Ave.
3. Parks and Recreation & Muni Building, 3401 E. Florence Ave.
4. Raul Perez Park, 6208 S. Alameda St.
5. Freedom Park 3801 E. 61<sup>st</sup> St.
6. Community Center 6925 Salt Lake Ave.
7. Public Works 6900 Bissell St.

**EQUIPMENT INVENTORY**

Equipment to be maintained:

**CITY HALL**  
**6550 MILES AVENUE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AHN	AIR DYNE UMG25M/TBD AIR HANDLER
1	AHS	AIR DYNE UMG25M/TBD AIR HANDLER
1	HP1	LENNOX CBX32M03023065/TBD HEAT PUMP
1	CND1	LENNOX XP1402423002/TBD CONDENSER
1	HP2	TRANE TWE090D300AA/TBD HEAT PUMP
1	CND2	TRANE TWA090D30RAA/TBD CONDENSER

1	CNDN1	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDN2	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDS1	CARRIER 38AUZA25A0A5A/TBD CONDENSER / GROUND SOUTH BLDG
1	CNDIT	FUJITSU ASU24CL1/TBD CONDENSER / 1ST FLOOR ROOM
1	FCIT	FUJITSU ASU24CL1/TBD FAN COIL / 1ST FLOOR IT ROOM

**POLICE DEPARTMENT**  
**6542 MILES AVENUE / HUNTINGTON PARK**

QT	TAG	MAKE MODEL / SERIAL # DESCRIPTION
3	AH	TBD TBD/TBD AIR HANDLERS / 1ST FLOOR
1	AH	MAGIC AIRE BMB12ACAAH1A/TBD JAIL BASEMENT ROOM
1	AH	MAGIC AIRE HBB16ABAAAAA/TBD BASEMENT LOCKER / WIEGHT ROOM
2	AH	MAGIC AIRE BMB12ACAAH1A/TBD 2ND FLOOR CSU & SOUTH SIDE
1	AH	MAGIC AIRE BMB20ACAAH2L/TBD 2ND FLOOR NORTH SIDE OFFICE
1	HP1	BRYANT FB4ANF060/TBD 2ND FLOOR ATTIC ABOVE CHIEF OFFICE
1	CND1	BRYANT 38YCC060300/TBD GROUND WEST SIDE
1	HP2	CARRIER FY4ANB06000AAA/TBD ATTIC ABOVE DETECTIVES
1	CND2	CARRIER 38QRR060501/TBD GROUND EAST SIDE
1	HP3	CARRIER 38HDC06032/TBD GROUND SOUTH SIDE
1	CND3	CARRIER 40QNC0363/TBD WASHABLE FILTER DISPATCH
1	CND4	CARRIER 38HDF0363/TBD GROUND SOUTH SIDE
1	HP4	CARRIER 40QAB060311/TBD IT ROOM WASHABLE FILTER
1	CHILL	TRANE CGAEC50GABA1DR1/TBD GROUND EAST SIDE
1	BOIL	HONEYWELL TBD/TBD BOILER / SUPPLY IN POLICE STATION

**PARKS & REC**  
**3401 EAST FLORENCE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TCDA06A1A0A0/TBD PACKAGED UNIT
1	AC2	CARRIER 48PGDM08A5/TBD PACKAGED UNIT
1	AC3	CARRIER 48ESN06000900/TBD PACKAGED UNIT
1	AC4	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC5	CARRIER 48ESN042060301/TBD PACKAGED UNIT
1	AC6	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT

1	AC7	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC8	CARRIER 48PGDM09/TBD PACKAGED UNIT
1	AC9	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC10	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC11	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC12	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AC13	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AH1	CARRIER 40QNC0123/TBD AIR HANDLER
1	CND1	CARRIER 38HDV012/TBD CONDENSER
1	AH2	CARRIER 40MVQ04301/TBD AIR HANDLER
1	CND2	CARRIER 38MVQ024301/TBD CONDENSER
5	FANS	CENTRAL TBD/TBD FANS
1	AC14	CARRIER 50HJQ005631/TBD PACKAGED UNIT

**MUNI PARK 3401 EAST FLORENCE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 50JH005-631 / 3308G50386

**PEREZ PARK**

**6208 ALAMEDA ST / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT
1	AC2	CARRIER 47TCLA04A2A5A/TBD PACKAGED UNIT
1	AC3	CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT

**FREEDOM PARK**

**3801 E 61ST STREET / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	TRANE YHC072A3RMA1700/TBD PACKAGED UNIT
1	AC2	TRANE YHC072A3RMA1700/TBD PACKAGED UNIT
1	AC3	TRANE YHC048A3RMA1G02/TBD PACKAGED UNIT
1	EF	TBD TBD/TBD EXHAUST FAN

**COMMUNITY CENTER**

**6925 SALT LAKE AVENUE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48HJE007551HQ/TBD PACKAGED UNIT
1	AC2	CARRIER 48HJE007551HQ/TBD PACKAGED UNIT
1	AC3	CARRIER 48HJD012571/TBD PACKAGED UNIT
1	AC4	CARRIER 48HJD012571/TBD PACKAGED UNIT
1	CND1	MITSUBISHI MUZA09NA/TBD CONDENSER

1	FC1	mitsubishi muza09na/tbd fan coil
1	EF	TBD TBD/TBD EXHAUST FAN
1	EF	TBD TBD/TBD EXHAUST FAN

**PUBLIC WORKS**  
**6900 BISSELL STREET / HUNTINGTON PARK**

<b>QTY</b>	<b>TAG</b>	<b>MAKE MODEL / SERIAL # DESCRIPTION</b>
1	ICP	INT.COMFORT PGF342888K01 / G882331057

## ATTACHMENT "C"



## **CONTRACTOR SERVICES AGREEMENT**

Preventive Maintenance on all Packaged HVAC

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **5th day of September, 2017** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **F.M. Thomas Air Conditioning, Inc.**, (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR 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, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR 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 commence on **(September 1, 2017)**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. 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. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$34,252.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. The sum of **\$14,252.00** shall be designated for completion of routine preventative maintenance, and **\$20,000.00** shall be designated for the completion of unscheduled maintenance (**Exhibit "B" Rate and Fact Sheet**). In the event 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 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 compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR 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 CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR 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 CONTRACTOR.

1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and 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. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR 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, CONTRACTOR shall deliver to CITY immediately and without delay, all

materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR 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 CONTRACTOR'S cessation or abandonment.

II.  
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Public Works (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. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR 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 CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR 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 CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
  - A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;

- C. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR 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 CONTRACTOR or on behalf of CONTRACTOR in the performance of this

Agreement. In recognition of this interest, CONTRACTOR 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 CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of 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 CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

2.8 **COMPLIANCE WITH LAWS:** CONTRACTOR 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. CONTRACTOR'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, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, 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 CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR 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 CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR 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, CONTRACTOROR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOROR shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONTRACTOROR 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 CONTRACTORual liability.
- B. **Automobile Liability Insurance:** CONTRACTOROR 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 Two Million Dollars (\$2,000,000.00) 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 CONTRACTOROR 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 CONTRACTOROR in the course of carrying out the Work contemplated in this Agreement.

- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 **PRIMACY OF CONTRACTOROR'S INSURANCE:** All policies of insurance provided by CONTRACTOROR 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 CONTRACTOROR'S insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOROR officers, employees, agents, CONTRACTOROR or SUB-CONTRACTOROR from waiving the right of subrogation prior to a loss. CONTRACTOROR hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONTRACTOROR 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, CONTRACTOROR 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 CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR 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. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'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 CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR 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 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of

CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR 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 CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR 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 CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR 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. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'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) CONTRACTOR'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 CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'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 CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR 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, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

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

5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section

or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR 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. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR 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 CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR 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. CONTRACTOR 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:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR 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:

**CONTRACTOR:**

F.M. Thomas Air Conditioning, Inc.  
231 Gemini Avenue  
Brea, CA 92821  
Thomas M. Feyka, President  
(714) 738-1062

**CITY:**

City of Huntington Park  
Public Works Dept.  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Daniel Hernandez  
Phone: (323) 584-6320

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 **SUBCONTRACTORING:** CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), 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 CONTRACTOR:** CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.

6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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: \_\_\_\_\_  
Edgar P. Cisneros  
City Manager  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

**F.M. Thomas Air Conditioning, Inc.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Thomas M. Feyka \_\_\_\_\_  
Title: \_\_\_\_\_ President \_\_\_\_\_

Date: \_\_\_\_\_

END OF DOCUMENT

**Exhibit "A"**  
**SCOPE OF SERVICES**

The Huntington Park Public Works will accept bids from qualified California licensed contractors for normal and on-call HVAC and mechanical maintenance services, including emergency work and repairs. Preventative maintenance on HVAC equipment will be provided on a quarterly for seven (7) facilities in Huntington Park.

**1.1 Contractor Minimum Work Performance Percentage:**

CONTRACTOR shall perform, with their own organization, contract work amounting to not less than 50 percent of the original total contract price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer their interest or obligations in this AGREEMENT without prior written consent of CITY.

**1.2 CONTRACTOR** will provide HVAC maintenance services necessary to keep HVAC equipment in good working order, which includes, but is not limited to:

1.2.1 Test and inspect equipment to determine its operating condition and efficiency. Tests include but are not limited to, excessive vibration, refrigerant charge, oil levels, safety controls, worn or failed parts, leaks.

1.2.2 Inspect, clean and replace air filters and/or frames.

1.2.3 Preventative maintenance including but not limited to clean, align, calibrate, tighten, adjust, lubricate and paint equipment to extend and ensure proper operating conditions. All components, parts and supplies required to keep the equipment operating properly and efficiently are to supplies by CONTRACTOR.

1.2.4 Repair and replace any broken, worn or doubtful components or parts.

1.2.5 Respond to trouble calls including unscheduled work resulting from abnormal conditions. Service personnel shall be available within 24 hours of service request by CITY.

The General Scope of Work will include:

- a) Preventative maintenance.
- b) Component replacements.
- c) Emergency service.
- d) Performance review.
- e) Contractor service portal.
- f) Quarterly preventative maintenance.

Preventative Maintenance Scope of Work will include:

#### Air Handler Service:

- Check supply and return fan motors for proper operation.
- Check unit for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, sheaves for wear, damage, and alignment.
- Check contactors and relays for pitting, wear, or damage.
- Check and tighten electrical connections.
- Check heating coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check and adjust air dampers (outside, mixed, and return).
- General lubrication and cleaning.
- Lubricate supply fan motor bearings.
- Check for particulate accumulation on filters, clean or replace if accumulation.
- Result in pressure drop or airflow outside operating limits.
- Check air filter and housing integrity.
- Check UV lamp, if equipped.
- Check P-trap, prime as needed to ensure proper operation.
- Check for proper operation of cooling or heating coil.
- Check drive alignment, wear, seating and operation.

#### Exhaust Fan Service:

- Check fan motors for proper operation.
- Check fan for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.

#### Fan Coil Service:

- Check tubing for chafing, abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check cooling coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check operation of heating and cooling.
- Check operation of dampers and actuators.

#### Reciprocating Liquid Chiller Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.

- General cleaning and lubrication.
- Check condenser coils for leaks, lint, and dirt condition (air cooled).
- Check EVAP/COND for proper operation.
- Check cooling tower for proper operation.
- Check compressor to motor coupling (if applicable).
- Check oil level and temperature.
- Check condenser fan bearings (air cooled).

Rooftop Package Unit Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, damage, tension and alignment.
- General cleaning and lubrication.

Clean Coils Service:

- Clean Coils.

Change Filters Service:

- Change Filters.

The seven (7) Huntington Park Locations:

1. City Hall, 6550 Miles Ave.
2. Police Department, 6548 Miles Ave.
3. Parks and Recreation & Muni Building, 3401 E. Florence Ave.
4. Raul Perez Park, 6208 S. Alameda St.
5. Freedom Park 3801 E. 61<sup>st</sup> St.
6. Community Center 6925 Salt Lake Ave.
7. Public Works 6900 Bissell St.

**EQUIPMENT INVENTORY**

Equipment to be maintained:

**CITY HALL**  
**6550 MILES AVENUE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AHN	AIR DYNE UMG25M/TBD AIR HANDLER
1	AHS	AIR DYNE UMG25M/TBD AIR HANDLER
1	HP1	LENNOX CBX32M03023065/TBD HEAT PUMP
1	CND1	LENNOX XP1402423002/TBD CONDENSER
1	HP2	TRANE TWE090D300AA/TBD HEAT PUMP
1	CND2	TRANE TWA090D30RAA/TBD CONDENSER

1	CNDN1	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDN2	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDS1	CARRIER 38AUZA25A0A5A/TBD CONDENSER / GROUND SOUTH BLDG
1	CNDIT	FUJITSU ASU24CL1/TBD CONDENSER / 1ST FLOOR ROOM
1	FCIT	FUJITSU ASU24CL1/TBD FAN COIL / 1ST FLOOR IT ROOM

**POLICE DEPARTMENT**  
**6542 MILES AVENUE / HUNTINGTON PARK**

QT	TAG	MAKE MODEL / SERIAL # DESCRIPTION
3	AH	TBD TBD/TBD AIR HANDLERS / 1ST FLOOR
1	AH	MAGIC AIRE BMB12ACAAH1A/TBD JAIL BASEMENT ROOM
1	AH	MAGIC AIRE HBB16ABAAAAA/TBD BASEMENT LOCKER / WIEGHT ROOM
2	AH	MAGIC AIRE BMB12ACAAH1A/TBD 2ND FLOOR CSU & SOUTH SIDE
1	AH	MAGIC AIRE BMB20ACAAH2L/TBD 2ND FLOOR NORTH SIDE OFFICE
1	HP1	BRYANT FB4ANF060/TBD 2ND FLOOR ATTIC ABOVE CHIEF OFFICE
1	CND1	BRYANT 38YCC060300/TBD GROUND WEST SIDE
1	HP2	CARRIER FY4ANB06000AAA/TBD ATTIC ABOVE DETECTIVES
1	CND2	CARRIER 38QRR060501/TBD GROUND EAST SIDE
1	HP3	CARRIER 38HDC06032/TBD GROUND SOUTH SIDE
1	CND3	CARRIER 40QNC0363/TBD WASHABLE FILTER DISPATCH
1	CND4	CARRIER 38HDF0363/TBD GROUND SOUTH SIDE
1	HP4	CARRIER 40QAB060311/TBD IT ROOM WASHABLE FILTER
1	CHILL	TRANE CGAEC50GABA1DR1/TBD GROUND EAST SIDE
1	BOIL	HONEYWELL TBD/TBD BOILER / SUPPLY IN POLICE STATION

**PARKS & REC**  
**3401 EAST FLORENCE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TCDA06A1A0A0/TBD PACKAGED UNIT
1	AC2	CARRIER 48PGDM08A5/TBD PACKAGED UNIT
1	AC3	CARRIER 48ESN06000900/TBD PACKAGED UNIT
1	AC4	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC5	CARRIER 48ESN042060301/TBD PACKAGED UNIT
1	AC6	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT

1	AC7	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC8	CARRIER 48PGDM09/TBD PACKAGED UNIT
1	AC9	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC10	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC11	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC12	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AC13	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AH1	CARRIER 40QNC0123/TBD AIR HANDLER
1	CND1	CARRIER 38HDV012/TBD CONDENSER
1	AH2	CARRIER 40MVQ04301/TBD AIR HANDLER
1	CND2	CARRIER 38MVQ024301/TBD CONDENSER
5	FANS	CENTRAL TBD/TBD FANS
1	AC14	CARRIER 50HJQ005631/TBD PACKAGED UNIT

**MUNI PARK 3401 EAST FLORENCE / HUNTINGTON PARK**

**QTY TAG MAKE MODEL / SERIAL # DESCRIPTION**

1	AC1	CARRIER 50JH005-631 / 3308G50386
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**PEREZ PARK**

**6208 ALAMEDA ST / HUNTINGTON PARK**

**QTY TAG MAKE MODEL / SERIAL # DESCRIPTION**

1	AC1	CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT
1	AC2	CARRIER 47TCLA04A2A5A/TBD PACKAGED UNIT
1	AC3	CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT

**FREEDOM PARK**

**3801 E 61ST STREET / HUNTINGTON PARK**

**QTY TAG MAKE MODEL / SERIAL # DESCRIPTION**

1	AC1	TRANE YHC072A3RMA1700/TBD PACKAGED UNIT
1	AC2	TRANE YHC072A3RMA1700/TBD PACKAGED UNIT
1	AC3	TRANE YHC048A3RMA1G02/TBD PACKAGED UNIT
1	EF	TBD TBD/TBD EXHAUST FAN

**COMMUNITY CENTER**

**6925 SALT LAKE AVENUE / HUNTINGTON PARK**

**QTY TAG MAKE MODEL / SERIAL # DESCRIPTION**

1	AC1	CARRIER 48HJE007551HQ/TBD PACKAGED UNIT
1	AC2	CARRIER 48HJE007551HQ/TBD PACKAGED UNIT
1	AC3	CARRIER 48HJD012571/TBD PACKAGED UNIT
1	AC4	CARRIER 48HJD012571/TBD PACKAGED UNIT
1	CND1	MITSUBISHI MUZA09NA/TBD CONDENSER

1	FC1	mitsubishi muza09na/tbd fan coil
1	EF	TBD TBD/TBD EXHAUST FAN
1	EF	TBD TBD/TBD EXHAUST FAN

**PUBLIC WORKS**  
**6900 BISSELL STREET / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	ICP	INT.COMFORT PGF342888K01 / G882331057

EXHIBIT "B"

**F.M. THOMAS AIR CONDITIONING, INC.**

YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974

Contractor License #313574

Tel. 800.660.0891

Fax: 714.738.0886

[www.fmthomas.com](http://www.fmthomas.com)

August 29, 2017

City of Huntington Park

**RATE AND FACT SHEET**

LABOR CATEGORY			HOURLY RATE			DAILY RATE	
J Journeyman Service			\$125.00			\$ 1,000.00	
J Journeyman Installer			\$125.00			\$ 1,000.00	
Controls			\$150.00			\$ 1,080.00	
Tradesman Service			\$110.00			\$ 880.00	
Apprentice installer			\$110.00			\$ 880.00	

Computer Access	\$90.00
Refrigerant Recovery, 0-30lbs	\$100.00
Refrigerant Recovery, 31lbs & up \$375.00	\$375.00
CO2	\$37.50
Nitrogen	\$57.00
Mapp Gas	\$29.50
Welding	\$78.75
Welding (silver solder)	\$85.00
Silflos (per stick)	\$7.60
Oil analysis	\$45.00
Rodding machine	\$250.00
A-frame usage	\$250.00
truck charge (per service call)	\$49.00
Delivery of large parts	\$380.00
acid test kit	\$21.50
Refrigerant waste disposal	\$50.00

Sales tax: Line item for time and material.  
 Sales tax: Quotes will have current sales tax included  
 Freight: Line items for time and materials  
 Freight: Quotes will include freight charges  
 Parts & Material: Retail  
 HVAC Design Services: When approved, \$175/hour

Thomas Feyka,

President  
 F.M. Thomas Air Conditioning, Inc.

## ATTACHMENT “D”

# **F.M. THOMAS AIR CONDITIONING, INC.**

**YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS... Since 1974**

Contractor License #313574

DIR #1000003383

Tel. 800.660.0891

Fax: 714.738.0886

[www.fmthomas.com](http://www.fmthomas.com)

August 24, 2017

Janie Pichardo, Management Analyst  
City of Huntington Park  
Engineering and Public Works Department  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Ms. Pichardo:

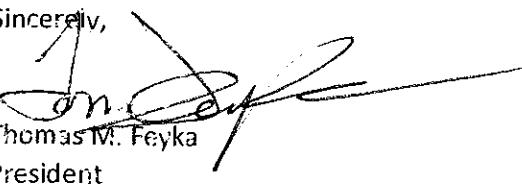
This letter will serve as F.M. Thomas's acceptance of the City of Huntington Park's standard contract for preventive maintenance on all packaged HVAC units. Following is our pertinent information:

F.M. Thomas Air Conditioning, Inc.  
231 Gemini Avenue  
Brea, CA 92821  
(714) 738-1062  
(714) 738-0886 (Fax)  
Thomas M. Feyka, President  
[tfeyka@fmthomas.com](mailto:tfeyka@fmthomas.com)  
DIR # 1000003383

This submittal is valid for ninety (90) days from August 28, 2017.

Attached are Exhibits C, D and E, the False Claims Act Violations Information, and the Civil Litigation History Information.

Sincerely,

  
Thomas M. Feyka  
President

# **F.M. THOMAS AIR CONDITIONING, INC.**

*YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974*

Contractor License #313574

**Tel. 800.660.0891**

**Fax: 714.738.0886**

[www.fmthomas.com](http://www.fmthomas.com)

## **TECHNICAL APPROACH**

City of Huntington Park – How we do business

**DATE:** August 25, 2017

**TO:** Purchasing

**FROM:** Thomas Feyka

**RE: HVAC MAINTENANCE AND REPAIR SERVICES**

The intent and purpose of this document is to outline F.M. Thomas' understanding of The City of Huntington Park's maintenance contracts, provide the City with background information on F.M. Thomas Air Conditioning, and additional qualifications that demonstrate our ability to service The City of Huntington Park.

F.M. Thomas Air Conditioning has been a public works contractor for 43 years and has extensive experience in City wide service contracts. F.M. Thomas Air Conditioning typically exceeds the high standards expected on a contract of this nature.

- Factory trained and knowledgeable service technicians capable of making all necessary repairs
- Same day response for emergencies and next day response for non-emergencies.
- Implementation of an organized and well-coordinated service plan to ensure timely and accurate service on all HVAC equipment as per the schedule
- Excellent communication between F.M. Thomas and District Representative
- No safety or health violations recorded.
- On-site Superintendent who is a qualified Journeyman HVAC technician

Understanding of Service Agreement: We recommend quarterly and annual maintenance services per City standard procedures. These include common activities, such as checking pressure drops across filters, washing coils, annual refrigerant leak inspections, tightening electrical connections, verifying good operation of thermostats and control devices, replacing belts annually, lubrication of bearings, dampers, and linkages, checking sight glasses, and inspection for cleanliness of condenser tubes, condenser coils, and running systems in heating and cooling modes to verify good operation. The end goal is to provide The City of

Huntington Park with factory level maintenance and to regularly report unscheduled repairs so that action can be taken to make the corrections. We routinely replace minor components as per the contract to mitigate larger scale repairs. Typical components include contactors, capacitors, belts, transformers, and fuses.

## GENERAL SCOPE OF WORK

### 1. General Requirements

F.M. Thomas Air Conditioning shall provide all labor and materials necessary to provide four (4) scheduled operational inspections and preventive maintenance service including an annual major/minor shutdown inspection and service on each unit to be performed in April of each year. All inspections and preventive maintenance service shall be performed in accordance with manufacturer recommendations and specifications. F.M. Thomas Air Conditioning shall also provide parts and labor for emergency repairs at the contract rate.

#### 1.1.1 Equipment

F.M. Thomas Air Conditioning shall inspect all major system components monthly and perform scheduled preventive maintenance per manufacturer specifications and recommendations. This shall include, but not be limited to the items listed in the City specifications.

**a. Please note that service is related to maintenance specific items and repairs to systems shall be handled on the separate time and materials repair contract.**

#### 1.1.2 Parts

All parts that require replacement as a part of maintenance and materials used in monthly, quarterly and annual inspections shall be included.

**a. Please note that service is related to maintenance specific items and repairs to systems shall be handled on the separate time and materials repair contract.**

#### 1.1.3 Work Plan

F.M. Thomas Air Conditioning shall provide a complete work plan to ensure all requirements of the contract are accomplished as specified. The work plan shall include, but not be limited to quarterly and annual checklists as noted in the scope of services.

#### 1.1.4 Security

On site personnel shall wear a uniform bearing the company name while in the building. On site personnel shall sign the logbook located in the main lobby each time they enter or leave the building. Keys can be checked out at the main lobby desk and must be returned when leaving the premises.

#### 1.1.5 Safety

F.M. Thomas Air Conditioning shall observe and compel its employees to observe and exercise all necessary caution and discretion to avoid injury to persons or damage to property of any kind. F.M. Thomas Air Conditioning shall be responsible for compliance with all OSHA, EPA, AQMD and other state, federal and local laws. F.M. Thomas Air Conditioning shall maintain MSDS sheets for all chemicals used.

**a) Safety procedures specific to the City of Ontario, including, but not limited to safety vests, hard hats, steel toed boots, gantry's, Arc flash suits ,and lockout/tag out, shall be used/followed without exception.**

#### 1.1.6 Damage

In the event of damage to the City of Huntington Park property as a result of F.M. Thomas Air Conditioning's operations, The City of Huntington Park will perform the necessary repairs and deduct the cost from subsequent payments to the F.M. Thomas Air Conditioning.

#### 1.1.7 Emergency Repairs

- a. F. M . Thomas Air Conditioning shall guarantee a maximum three (2) hour response time for emergency service calls, seven (7) days a week, twenty-four (24) hours a day, including holidays.
- b. L a b o r and parts shall be billed at the rate specified on the price sheet.
- c. If parts are not immediately available or the work cannot be performed at that time, F.M. Thomas Air Conditioning shall do everything possible to expedite delivery and/or discuss alternatives with the Facilities Manager.
- d. F.M. Thomas Air Conditioning shall maintain good working relationships with equipment manufacturers, suppliers and sub-contractors needed to fulfill the contract requirements.

## **ABOUT F.M. THOMAS AIR CONDITIONING**

About F.M. Thomas Air Conditioning: F.M. Thomas Air Conditioning has been in continuous business with the same owners for 43 years. We specialize in public works HVAC service, repair, and retrofit. We have staff and systems in place to handle common issues such as administrative paperwork, certified payroll, monthly billings, and technical meetings with City staff. Our technical staff regularly participates in technical training classes and is fully versed in repair and maintenance of packaged, applied/built up, and DDC controls. Our typical response time for service calls is same day or next day. We have other accounts in the Greater Los Angeles area and can typically respond within 2-4 hours. **Our call back rate for the past 10 years has been less than 1% of our total service volume.**

### Resumes of supervisors

#### **Tom Feyka - President**

Forty-six years of industry experience. Founding owner of F.M. Thomas Air Conditioning, Inc. President for thirty-eight years.

- Education: AA degree from Los Angeles Trade Technical College, 45 class credits from business school at East Los Angeles Community college. Numerous factory technical schools.
- Business Beliefs:  
Management – provide recognition of technical, sales and office staff. Create a learning opportunity to maintain technical leadership in our industry, encourage and direct policy to insure customer satisfaction, cost awareness, professional attitude, safety, quality workmanship and profitability.
- Monitor:  
F.M. Thomas controller provides weekly financial performance work sheets compared to budget, bi-weekly sales/financial meetings to evaluate performance, monthly supervisor meetings to update field matters and better understand the effect of F.M. Thomas policies.
- Modify:  
Objective adjustment(s) to F.M. Thomas budgets/goals when feedback indicates revision is necessary. Seek outside input from banker, bonding agent, CPA, insurance as reference data to move forward with changes as economy improves or declines.

#### **Meyer Rosenfeld - Controls Specialist**

Thirty-nine years as a Controls Specialist, expert service, design and commissioning of Honeywell DDC systems. Attended UCLA, licensed pilot/instructor. Honeywell training seminars, CAD drawings and system application

#### **Randy Detwiler - Field Supervisor**

Thirty-eight years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Randy has attended factory training classes from York, Carrier and Trane equipment manufacturers. He is also a certified Turbocor technician and Carrier CCN controls technician. Randy is responsible for project work that is installed and delivers the promises made to our clients.

**Larry Margie** - Field Supervisor

Thirty-one years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Larry has attended factory training classes from McQuay, York, Carrier and Trane equipment manufacturers. He is also qualified to work on Absorber chillers, refrigeration machines, and clean room applications.

**Donald Gonzales** – Manager, Sheetmetal Estimator

Twenty-two years in commercial HVAC as a sheetmetal Estimator. Don is responsible for application and estimation of design and spec work. Don is also familiar with large package units, fan coils and split systems for any type of installation. Don has worked in hospitals, schools, police and fire departments as well as other types of commercial and industrial buildings.

**Michael Feyka** – Business Development/Sales Manager

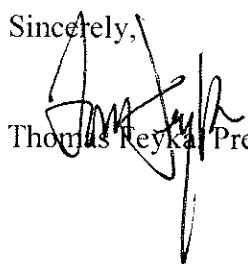
Graduate of Tulane University with a Bachelor of Science degree in business and finance. Michael has developed and coordinated software systems for marketing & sales as well as directing the Marketing Dept. Michael interacts with clients developing quotations involving HVAC service and retrofit of older systems.

**Ron Outhier** – Project Management

Thirty-one years in the commercial HVAC industry with extensive administrative/project management of HVAC construction projects. He is also an Instructor for Sheetmetal Apprenticeships.

Thank you again for considering F.M. Thomas Air Conditioning for your service needs. Attached are some support documents which further detail our company and abilities to service your account.

Sincerely,

  
Thomas Feyka, President



F.M. Thomas Air Conditioning

Honeywell

## HVAC QUARTERLY MAINTENANCE AGREEMENT

Proposal Date	Proposal Number
August 25 <sup>th</sup> , 2017	MF8478 REVISION 1

**By and Between:**

**F.M. Thomas Air Conditioning  
231 Gemini Ave, Brea, Ca 92821  
Hereinafter CONTRACTOR**

**AND**

**City of Huntington Park  
Attn: Engineering and Public Works Dept.  
6550 Miles Ave., Huntington Park, Ca 90255  
Hereinafter CUSTOMER**

Attn: Janie Pichardo  
Management Analysis

Contractor will provide the services described in the F.M. Thomas Air Conditioning Maintenance Program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth in the Maintenance Agreement. **Services shall be performed on a Quarterly basis with 1 service being an Annual and 3 service a standard inspection.**

**F.M. Thomas Air Conditioning Services will be provided at the following location(s):**

City Hall	Police Department	Perez Park	Public Works
Freedom Park	Senior Center	Rec Park	

### **QUARTERLY MAINTENANCE AGREEMENT**

**1<sup>st</sup> Year AGREEMENT** coverage will commence on **September 1<sup>st</sup>, 2017** The AGREEMENT price is **\$14,252.00**  
Per year, payable \$3,563.00 per Quarter (4X per year)  
This AGREEMENT price will be \$14,252.00 per year from **September 1<sup>st</sup>, 2017** through **August 31<sup>st</sup>, 2018**

**2<sup>nd</sup> Year AGREEMENT** coverage will commence on **September 1<sup>st</sup>, 2018** The AGREEMENT price is **\$14964.00**  
Per year, payable \$3,741.00 per Quarter (4X per year)  
This AGREEMENT price will be \$14,964.00 per year from **September 1<sup>st</sup>, 2018** through **August 31<sup>st</sup>, 2019**

**3<sup>rd</sup> Year AGREEMENT** coverage will commence on **September 1<sup>st</sup>, 2019** The AGREEMENT price is **\$16,084.00**  
Per year, payable \$4,021.00 per Quarter (4X per year)  
This AGREEMENT price will be \$16,084.00 per year from **September 1<sup>st</sup>, 2019** through **August 31<sup>st</sup>, 2020**

**4<sup>th</sup>, Year AGREEMENT** coverage will commence on **September 1<sup>st</sup>, 2020** The AGREEMENT price is **\$16,888.00**  
Per year, payable \$4,222.00 per Quarter (4X per year)  
This AGREEMENT price will be \$16,888.00 per year from **September 1<sup>st</sup>, 2020** through **August 31<sup>st</sup>, 2021**

**5<sup>th</sup>, Year AGREEMENT** coverage will commence on **September 1<sup>st</sup>, 2021** The AGREEMENT price is **\$18,152.00**  
Per year, payable \$4,538.00 per Quarter (4X per year)  
This AGREEMENT price will be \$18,152.00 per year from **September 1<sup>st</sup>, 2021** through **August 31<sup>st</sup>, 2022**

CONTRACTOR	CUSTOMER
	
Signature (Sales Rep.)	Signature (Authorized Rep.)
Thomas Feyka, President	August 25, 2017
Print Name & Title	Date
	Print Name & Title
	Date

## PREVENTATIVE MAINTENANCE PROGRAM

**The benefits of using F.M. Thomas Air Conditioning include:**

- Longevity in the commercial HVAC industry – since 1974.
- Services provided 24/7
- Continuing education for technicians
- Use of quality parts and materials
- Efficiency: lowers utility costs, waste and administrative issues
- On-site project management and support services
- 1 year parts and labor warranty
- Extended life of equipment
- **All maintenance work completed on Weekdays during normal hours**

### Customized Preventative Maintenance: (Quarterly)

#### Package Units / Heat pumps

- Check: refrigerant charge, belts, sheaves, coils, drains, drain pans, motor operation, compressor oil, crankcase heater.
- Replace belts (Annual)
- Refrigerant leak check (Annual)
  - o Provide quote for repairs if needed
- Lubricate fan and motor bearings per manufacturer recommendation. Lubricate linkages and dampers.
- Inspect: filters, unit panels, roof curb flashing, electrical connections, relays, contactors, operational controls, temperate, equipment safety.
- Replace air Filters
- Check blower housing and clean as needed
- Check operation in heating and cooling modes
- Check all system pressures
- Check voltage supply
- Inspect and clean condenser coil as needed. (algae shall be removed using a chlorine solution) **(Annual)**
  - o Includes blowing out and/or exterior water. If coil is plugged through too deeply, we will provide customer a quote to fix.
- Inspect and clean evaporative coil **(Annual)**
  - o Includes blowing out and/or exterior water. If coil is plugged through too deeply, we will provide customer a quote to fix.
- Verify operation of Reversing valve
- Verify integrity of mechanical and electrical connections
- Verify operation of thermostat.

- Blow out condensate traps (Annual)
- Wash out / clean condensate pan (Annual)

#### Condensing Units (Air Cooled) (Quarterly)

- Check: crankcase heater, compressor oil, vibration eliminators, operating and safety controls, operating conditions.
- Inspect: leak potential, electrical connections, contactors, relays, operating and safety controls.
- Vent trapped air.

#### Reciprocating Compressors (Quarterly)

- Check: compressor oil, crankcase heater, coupling alignment, vibration eliminators, auxiliary equipment, operating and safety controls, refrigerant charge, oil level and pressure.

#### Central Fan Systems – Air Handlers (Quarterly)

- Check: heating and cooling coils, strainers, drains and drain pans, fan operation, air intake screen, motor mounts and vibration pads, motor operation, nuts, bolts, belts and sheaves, fan assembly.
- Inspect: filters, electrical connections, contactors.
- Lubricate: motor and fan bearings, dampers and linkage.
- Replace air filters
- Replace belts (Annual)
- Blow out condensate traps (Annual)
- Wash out / clean condensate pans (Annual)
- Visually inspect exposed ductwork and external piping for insulation and vapor barrier for integrity.
- Check fan belt tension. Check for belt wear and replace if necessary to ensure proper operation. (Annually)  
Check sheaves for evidence of improper alignment or evidence of wear
- Check for proper operation of cooling or heating coil for damage or evidence of leaks. Clean as required.
- Check air filter fit and housing seal integrity.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades and fan housing. Clean as needed to ensure proper operation.
- Check for proper damper operation.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate pump.

#### Exhaust / Supply Fans: (Quarterly)

- Check fan belt tension. Check for belt wear and replace (Annual)
- Check sheaves for evidence of improper alignment or evidence of wear
- Check fan drive for problems due to poor alignment or poor bearing seating.
- Check fan blades and fan housing. Clean as needed to ensure proper operation. (Annual)
- Assess field-serviceable bearings. Lubricate if necessary. (Annual)
- Check variable-frequency drive for proper operation. (Annual)
- Check control box for dirt, debris, and/or loose terminations. Clean and tighten as needed. (Annual)
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Visually inspect exposed ductwork and external piping for insulation and vapor barrier integrity.
- Check for proper damper operation. Clean, lubricate, or adjust as needed to ensure proper operation. (Annual)
- Check control system and devices for evidence of improper operation. Clean, lubricate, or adjust as needed to ensure proper operation. (Annual)
- Check integrity of flexible connections.

## EQUIPMENT LIST

MANUFACTURER	MODEL #	SERIAL #	QTY.	LOCATION
See attached				

## AIR FILTER INVENTORY

SIZE	TYPE	QUANTITY	FREQUENCY
TBD			

\*\*\*\* Belts shall be replaced Annually on air handlers, package units, split systems and fans.

The services listed herein are subject to the terms and conditions of the agreement of which this inventory is a part. Should additional frequency/changes be required as conditions, CONTRACTOR to notify CUSTOMER of said changes and adjustment to agreement price will be made.

# **F.M. THOMAS AIR CONDITIONING, INC.**

**YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974**

**Contractor License #313574**

**Tel. 800.660.0891**

**Fax: 714.738.0886**

**www.fmthomas.com**

August 29, 2017

City of Huntington Park

## **RATE AND FACT SHEET**

<b>LABOR CATEGORY</b>			<b>HOURLY RATE</b>			<b>DAILY RATE</b>	
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Computer Access	\$90.00
Refrigerant Recovery, 0-30lbs	\$100.00
Refrigerant Recovery, 31lbs & up \$375.00	\$375.00
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Nitrogen	\$57.00
Mapp Gas	\$29.50
Welding	\$78.75
Welding (silver solder)	\$85.00
Silflos (per stick)	\$7.60
Oil analysis	\$45.00
Rodding machine	\$250.00
A-frame usage	\$250.00
truck charge (per service call)	\$49.00
Delivery of large parts	\$380.00
acid test kit	\$21.50
Refrigerant waste disposal	\$50.00

Sales tax: Line item for time and material.  
 Sales tax: Quotes will have current sales tax included  
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 Freight: Quotes will include freight charges  
 Parts & Material: Retail  
 HVAC Design Services: When approved, \$175/hour

Thomas Feyka,

President  
 F.M. Thomas Air Conditioning, Inc.



F.M. Thomas Air Conditioning



## MISSION STATEMENT

### Commitment to Our Customers

- To treat every customer as though they are our only customer.
- To foster trust and respect, in turn, building long-lasting relationships.
- Encourage open communication.
- Professionally and efficiently address the needs and concerns of our customers in a timely manner.
- Provide clear and detailed invoices.
- Engage in fair business ethics.
- Competitive pricing.

### Commitment to Quality of Service

- Respond to requests in the most efficient and effective way possible.
- Practice due diligence and maintain comprehensive customer records.
- Practice excellence in all levels of the customer / business relationship.
- Work efficiently, and exercise good judgment.
- Furnish recommendations for necessary corrective measure and / or repairs.
- Seek authority to perform work before commencement of project.
- Offer a one year parts and labor warranty.

### Commitment to the Environment

- Remain compliant with EPA , AQMD and state laws as applicable to environmental policies.
- Provide energy management and energy conservation services.

### Commitment to Our Employees

- Treat every employee fairly.
- Continue to provide recurrent training and career opportunities for field and in-house staff.
- Practice ethical management practices.



F.M. Thomas Air Conditioning

Honeywell

## MAINTENANCE PROGRAM

### General Program Information

As part of your maintenance program, an F.M. Thomas Service Technician will provide you with a detailed activity report. Additional features of our maintenance program include:

- "Runs like new" maintenance services.
- Factory standard maintenance performance.
- Factory supplied parts and materials.
- Equipment status notifications provided by a Service Technician.

### Monitored Maintenance

Our maintenance program includes a monitored maintenance program, specifically designed to meet your HVAC needs. Operating conditions, equipment types and other components are evaluated when determining a customized maintenance schedule.

### Maintenance Program Benefits

As a valued F.M. Thomas Air Conditioning customer, our maintenance program will improve administrative involvement through open communication with F.M. Thomas Service Technicians and staff. As a result, the program itself will result in lowering your operating costs, and reduce the likelihood of service interruptions, duplicate billing, and associated setbacks.



F.M. Thomas Air Conditioning

Honeywell

## MULTI-POINT INSPECTION

### General Information

F.M. Thomas Air Conditioning conducts tests and inspects parts and equipment by one of our factory trained Service Technicians. Our inspections ensure that your equipment is operating according to respective manufacturer's guidelines.

### 3-Tier Service Evaluation

Our experienced technicians will identify, diagnose and repair any potential problems by use of a Multi-Point Inspection form. This easy-to-follow, detailed document renders a test and check approach to:

Outside Air, Control Panels, Condensers / Evaporators, Indoor Motor / Blade / Belt/ Wheel / Bearings, Gas Heat Sources, Heat Pumps, Condensate Piping, Pan Inspections, High Voltage Disconnects / Fuses, CO Measurements, Fresh Air Intake, and General Conditions.

In turn, each component is inspected, and categorized into one of the following:

- Checked and Okay
- Requires Immediate Attention

### Multi-Point Inspection Benefits

A Multi-point inspection will provide you with a peace of mind, and is also a convenient reference tool. Lending insight towards future service needs, our 'check and tests' will reduce operating issues, and improve overall system functionality.



F.M. Thomas Air Conditioning

Honeywell

## PREVENTATIVE MAINTENANCE

### General Information

F.M. Thomas Air Conditioning's Maintenance Program includes preventative maintenance services. Our preventative maintenance ensures the best practice performance to reduce energy consumption and operating costs.

### Preventative Maintenance Program

Included in the PM Program, our Service Technicians will perform the following services on your equipment:

- Lubrication & Calibration
- Cleaning & Adjustment
- System Analysis
- Efficiency Testing
- Painting & Patching

### Long Term PM Program Benefits

Preventative Maintenance will extend the life of your equipment and improve your HVAC system's reliability. In turn, an F.M. Thomas Air Conditioning PM will reduce energy consumption, leading to fewer breakdowns. Protect the value of your equipment with a preventative maintenance program specifically tailored to your needs.



F.M. Thomas Air Conditioning

Honeywell

## MAINTENANCE SUPPLIES

### General Information

F.M. Thomas Air Conditioning's Maintenance Program includes required maintenance supplies.

### Services & Supplies

- Air Filter & Belts (as specified)
- Chemicals, Lubricants & Oils
- Paint & Cleaning Supplies
- AQMD – as needed, and applicable to state law.

### Service & Supplies Benefits

One of our service goals is to minimize administrative time. Our skilled Service Technicians will be with you every step of the way; from service, to job clean-up.

Collaboratively, F.M. Thomas Air Conditioning wants will work with every customer to help lower your inventory costs. Our services will help prevent additional costs from equipment failure and breakdown, as well as eliminate the frustration of post-job cleaning.



F.M. Thomas Air Conditioning

Honeywell

## DEDICATED AIR FILTER SERVICE

### General Information

F.M. Thomas Air Conditioning Service Technicians will inspect and replace air filters, as outlined in the maintenance agreement. Not only will a dirty air filter reduce the efficiency of your equipment, but will also increase your energy costs.

From frequent repairs, and to eventual replacement, dirty air filters contribute to a reduced life expectancy of your system. Additionally, associated poor air quality may lead to employee-related health problems, and low productivity.

### Air Filter Services

- Air filter inventory
- Air filter inspection
- Air filter replacement

### Air Filter Replacement Benefits

Not only will air filter service have an impact on the life of your HVAC equipment, but it will also lower operating costs by minimizing energy consumption. A healthier working environment and more productive staff are your keys to success. F.M. Thomas Air Conditioning's Air Filter Replacement Service means, cleaner air, with less hassle.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The Huntington Park Public Works will accept bids from qualified California licensed contractors for normal and on-call HVAC and mechanical maintenance services, including emergency work and repairs. Preventative maintenance on HVAC equipment will be provided on a quarterly for seven (7) facilities in Huntington Park.

**1.1 Contractor Minimum Work Performance Percentage:**

CONTRACTOR shall perform, with their own organization, contract work amounting to not less than 50 percent of the original total contract price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer their interest or obligations in this AGREEMENT without prior written consent of CITY.

**1.2 CONTRACTOR will provide HVAC maintenance services necessary to keep HVAC equipment in good working order, which includes, but is not limited to:**

1.2.1 Test and inspect equipment to determine its operating condition and efficiency. Tests include but are not limited to, excessive vibration, refrigerant charge, oil levels, safety controls, worn or failed parts, leaks.

1.2.2 Inspect, clean and replace air filters and/or frames.

1.2.3 Preventative maintenance including but not limited to clean, align, calibrate, tighten, adjust, lubricate and paint equipment to extend and ensure proper operating conditions. All components, parts and supplies required to keep the equipment operating properly and efficiently are to supplies by CONTRACTOR.

1.2.4 Repair and replace any broken, worn or doubtful components or parts.

1.2.5 Respond to trouble calls including unscheduled work resulting from abnormal conditions. Service personnel shall be available within 24 hours of service request by CITY.

The General Scope of Work will include:

- a) Preventative maintenance.
- b) Component replacements.
- c) Emergency service.
- d) Performance review.
- e) Contractor service portal.
- f) Quarterly preventative maintenance.

Preventative Maintenance Scope of Work will include:

Air Handler Service:

- Check supply and return fan motors for proper operation.
- Check unit for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, sheaves for wear, damage, and alignment.
- Check contactors and relays for pitting, wear, or damage.
- Check and tighten electrical connections.
- Check heating coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check and adjust air dampers (outside, mixed, and return).
- General lubrication and cleaning.
- Lubricate supply fan motor bearings.
- Check for particulate accumulation on filters, clean or replace if accumulation.
- Result in pressure drop or airflow outside operating limits.
- Check air filter and housing integrity.
- Check UV lamp, if equipped.
- Check P-trap, prime as needed to ensure proper operation.
- Check for proper operation of cooling or heating coil.
- Check drive alignment, wear, seating and operation.

Exhaust Fan Service:

- Check fan motors for proper operation.
- Check fan for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.

Fan Coil Service:

- Check tubing for chafing, abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check cooling coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check operation of heating and cooling.
- Check operation of dampers and actuators.

Reciprocating Liquid Chiller Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.



- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check condenser coils for leaks, lint, and dirt condition (air cooled).
- Check EVAP/COND for proper operation.
- Check cooling tower for proper operation.
- Check compressor to motor coupling (if applicable).
- Check oil level and temperature.
- Check condenser fan bearings (air cooled).

Rooftop Package Unit Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, damage, tension and alignment.
- General cleaning and lubrication.

Clean Coils Service:

- Clean Coils.

Change Filters Service:

- Change Filters.

The seven (7) Huntington Park Locations:

1. City Hall, 6550 Miles Ave.
2. Police Department, 6548 Miles Ave.
3. Parks and Recreation & Muni Building, 3401 E. Florence Ave.
4. Raul Perez Park, 6208 S. Alameda St.
5. Freedom Park 3801 E. 61<sup>st</sup> St.
6. Community Center 6925 Salt Lake Ave.
7. Public Works 6900 Bissell St.

**EQUIPMENT INVENTORY**

Equipment to be maintained:

**CITY HALL  
6550 MILES AVENUE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AHN	AIR DYNE UMG25M/TBD AIR HANDLER
1	AHS	AIR DYNE UMG25M/TBD AIR HANDLER
1	HP1	LENNOX CBX32M03023065/TBD HEAT PUMP



1	CND1	LENNOX XP1402423002/TBD CONDENSER
1	HP2	TRANE TWE090D300AA/TBD HEAT PUMP
1	CND2	TRANE TWA090D30RAA/TBD CONDENSER
1	CNDN1	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDN2	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDS1	CARRIER 38AUZA25A0A5A/TBD CONDENSER / GROUND SOUTH BLDG
1	CNDIT	FUJITSU ASU24CL1/TBD CONDENSER / 1ST FLOOR ROOM
1	FCIT	FUJITSU ASU24CL1/TBD FAN COIL / 1ST FLOOR IT ROOM

**POLICE DEPARTMENT  
6542 MILES AVENUE / HUNTINGTON PARK**

QT	TAG	MAKE MODEL / SERIAL # DESCRIPTION
3	AH	TBD TBD/TBD AIR HANDLERS / 1ST FLOOR
1	AH	MAGIC AIRE BMB12ACAAH1A/TBD JAIL BASEMENT ROOM
1	AH	MAGIC AIRE HBB16ABA <del>AAAAA</del> /TBD BASEMENT LOCKER / WIEGHT ROOM
2	AH	MAGIC AIRE BMB12ACAAH1A/TBD 2ND FLOOR CSU & SOUTH SIDE
1	AH	MAGIC AIRE BMB20ACAAH2L/TBD 2ND FLOOR NORTH SIDE OFFICE
1	HP1	BRYANT FB4ANF060/TBD 2ND FLOOR ATTIC ABOVE CHIEF OFFICE
1	CND1	BRYANT 38YCC060300/TBD GROUND WEST SIDE
1	HP2	CARRIER FY4ANB06000AAA/TBD ATTIC ABOVE DETECTIVES
1	CND2	CARRIER 38QRR060501/TBD GROUND EAST SIDE
1	HP3	CARRIER 38HDC06032/TBD GROUND SOUTH SIDE
1	CND3	CARRIER 40QNC0363/TBD WASHABLE FILTER DISPATCH
1	CND4	CARRIER 38HDF0363/TBD GROUND SOUTH SIDE
1	HP4	CARRIER 40QAB060311/TBD IT ROOM WASHABLE FILTER
1	CHILL	TRANE CGAEC50GABA1DR1/TBD GROUND EAST SIDE
1	BOIL	HONEYWELL TBD/TBD BOILER / SUPPLY IN POLICE STATION

**PARKS & REC  
3401 EAST FLORENCE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TCDA06A1A0A0/TBD PACKAGED UNIT
1	AC2	CARRIER 48PGDM08A5/TBD PACKAGED UNIT
1	AC3	CARRIER 48ESN06000900/TBD PACKAGED UNIT



1	AC4	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC5	CARRIER 48ESN042060301/TBD PACKAGED UNIT
1	AC6	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC7	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC8	CARRIER 48PGDM09/TBD PACKAGED UNIT
1	AC9	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC10	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC11	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC12	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AC13	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AH1	CARRIER 40QNC0123/TBD AIR HANDLER
1	CND1	CARRIER 38HDV012/TBD CONDENSER
1	AH2	CARRIER 40MVQ04301/TBD AIR HANDLER
1	CND2	CARRIER 38MVQ024301/TBD CONDENSER
5	FANS	CENTRAL TBD/TBD FANS
1	AC14	CARRIER 50HJQ005631/TBD PACKAGED UNIT

**MUNI PARK 3401 EAST FLORENCE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 50JH005-631 / 3308G50386

**PEREZ PARK**

**6208 ALAMEDA ST / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT
1	AC2	CARRIER 47TCLA04A2A5A/TBD PACKAGED UNIT
1	AC3	CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT

**FREEDOM PARK**

**3801 E 61ST STREET / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	TRANE YHC072A3RMA1700/TBD PACKAGED UNIT
1	AC2	TRANE YHC072A3RMA1700/TBD PACKAGED UNIT
1	AC3	TRANE YHC048A3RMA1G02/TBD PACKAGED UNIT
1	EF	TBD TBD/TBD EXHAUST FAN

**COMMUNITY CENTER**

**6925 SALT LAKE AVENUE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48HJE007551HQ/TBD PACKAGED UNIT
1	AC2	CARRIER 48HJE007551HQ/TBD PACKAGED UNIT



1	AC3	CARRIER 48HJD012571/TBD PACKAGED UNIT
1	AC4	CARRIER 48HJD012571/TBD PACKAGED UNIT
1	CND1	MITSUBISHI MUZA09NA/TBD CONDENSER
1	FC1	MITSUBISHI MUZA09NA/TBD FAN COIL
1	EF	TBD TBD/TBD EXHAUST FAN
1	EF	TBD TBD/TBD EXHAUST FAN

**PUBLIC WORKS**  
**6900 BISSELL STREET / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	ICP	INT.COMFORT PGF342888K01 / G882331057



# **F.M. THOMAS AIR CONDITIONING, INC.**

*YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974*

Contractor License #313574

DIR #100003383

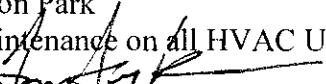
Tel. 800.660.0891

Fax: 714.738.0886

[www.fmthomas.com](http://www.fmthomas.com)

## **CONTRACTOR'S QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: City of Huntington Park  
RE: Preventative Maintenance on all HVAC Units for the City of Huntington Park  
SUBMITTED BY: Thomas Feyka   
NAME: F.M. Thomas Air Conditioning, Inc.  
ADDRESS: 231 Gemini Avenue, Brea, CA 92821  
PHONE NUMBER: (800) 660-0891 or (714) 738-1062 FAX: (714) 738-0886  
COACHELLA VALLEY ADDRESS: 72-788 Highway 111, B-1, Palm Desert, Ca 92260  
COACHELLA VALLEY PHONE: (760) 564-6060

Corporation X Federal Tax Id: 95-2972859  
Dept. of Industrial Relations #1000003383

1.0 How many years has your organization been in business as an air conditioning and refrigeration contractor?

Forty-two years.

2.0 How many years has your organization been in business under its present business name?

Forty-two years.

2.01. Under what other or former names has your organization operated?

n/a

3.0 Corporate Information:

3.01. Date of incorporation:	1974
3.02. State of incorporation	California
3.03. President's name:	Thomas Feyka
3.04. Vice-President's name:	Michael Feyka
3.05. Secretary's name:	Carolyn K. Feyka
3.06. Treasurer's name:	Carolyn K. Feyka
3.07. Chief Executive Officer	Carolyn K. Feyka

4.0 Bidders Experience completing full coverage service contracts:

4.01. F.M. Thomas Air Conditioning has completed a number of full coverage contracts in the \$100,000 - \$500,000 range over the last 20 years. These have been with both public and private companies, including the following: St. Jude Medical Centers – Fullerton, City of Santa Clarita, City of Redlands, City of Costa Mesa, Bowers Museum.

4.01.1. These service contracts have included comprehensive maintenance and service per factory standards, energy audits, recommendations on systems replacement, and training/follow through with onsite client personnel.

4.01.2. Larry Margie and Randy Detwiler have both been field supervisors for these clients and are well versed on the management of full coverage contracts.

5.0 List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List state in which partnership or trade name is filed.

California Contractor's License #313574 (Air Conditioning, Refrigeration, Heating and Boilers), C20, C38, C4, & B (We service Los Angeles, Orange, Riverside, and San Bernardino Counties)

6.0 We normally perform the following work with our own forces:

*We operate as a design-build retrofit, construction HVAC service contractor. We fabricate and install air conditioning sheetmetal duct systems/chilled & hot water pipe systems and direct expansion piping.*

- Typically our strengths include retrofit and redesign of existing system(s).
- Planned maintenance contracts, air balance, controls, repairs and service to heating and cooling equipment, small rooftop package units including centrifugal/screws chillers, cooling towers and water piping systems.

\*\*\*\*\***CARRIER**\*\*\*\***YORK**\*\*\*\***TRANE**\*\*\*\*\*

**McQUAY**\*\*\*\***TURBOCOR**

- F.M. Thomas Air Conditioning, Inc. provides manufacturer level HVAC Direct Digital Control Systems: design/application, installation and service maintenance.

\*\*\*\*\***HONEYWELL**\*\*\*\***CARRIER**\*\*\*\*\*

- Application/installation/service of ABB Variable Frequency Drives.

6.01. Pneumatic control calibration and service.

6.02. Full service on centrifugal/screw/scroll chillers.

6.03. Repairs to hot water boilers, heat pumps, strip and gas heaters of all types.

- 6.04. Air balance and measurement of air delivery systems and necessary engineering and retrofit corrections.
- 6.05. Planned maintenance agreements designed for your application equipment.
- 6.06. Fast response for emergency service calls.
- 6.07. Honeywell electronic DDC systems.
- 6.08. Carrier CCN Certified Controls Contractor
- 6.09. ABB Variable Frequency Drives

7.0 Have you ever failed to complete any work awarded to your company? If so, note when, where and why:  
No.

8.0 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation  
No.

See Appendix "A"

9.0 On a separate sheet, list major maintenance and service contracts that your organization has in progress, listing the owner, contract amount, and percent complete.

See Appendix "C"

10.0 On a separate sheet, list the construction experience of the key individuals of your organization.

See Appendix "B"

11.0 Trade References:

Russell Sigler/Carrier	PO Box 749472 Los Angeles, Ca 90074 714/578-5100
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RSD	26021 Atlantic Ocean Drive Lake Forrest, Ca 92630 949/380-1000
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U.S. Air Conditioning 16900 E. Chestnut Street  
City of Industry, Ca 91748  
626/854-4500

## 12.0 Bank References:

Plaza Bank  
18200 Von Karman Ave, Ste 150  
Irvine, Ca 92612

Contact: Josh Najarro  
(949) 502-4304

13.0 Name of Bonding Company and name and address of agent:

Commercial Surety Bonding Company  
1411 No. Batavia St. Ste 111  
Orange, Ca 92867

Shaunna Burchfiel  
Ph - 714-516-1232  
Fax - 714-516-9563

Dated at 231 Gemini Avenue, Brea, CA 92821 this 24<sup>th</sup> day of September, 2008

Name of Organization: F.M. Thomas Air Conditioning, Inc.  
By: Thomas M. Feyka  
Title: President

## APPENDIX "A"

Our firm's primary interest is design, build, service and remodeling/construction projects. We have eighteen service technicians and sheetmetal workers. We are often involved with rebuilding major components of existing systems, including the refrigeration and sheet metal segments. Many of our service projects include pneumatic, electronic and electric control design or modification, which we provide as a regular function of our firm.

Our service calls include most types of air conditioners, compressors, controls and related applications. We also handle most types of heating such as gas furnaces, heat pumps, hot water boilers and electric resistive types. Other general areas are cooling towers, water pumps, motors and starters, centrifugal and reciprocating chillers, refrigeration and related devices.

Owner: Los Angeles County Office of Education  
General Contractor: F.M. Thomas Air Conditioning  
Contact: Charles Cusumano - 562-803-8280

Project Amount: \$300,000/ year – 3 years 2008-Present

Completion: On-Going

Project: Service, Repair, and Replacement of systems across the school district. Equipment ranges from small package systems to central plants.

Owner: Anaheim Union High School District

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contact: Darrel Adair – 714-999-3511

Project Amount: <\$100,000/year.

Completion: On-Going

Project: As needed Service, Repair, and Replacement of systems across the school district. Equipment ranges from small package systems to central plants.

Owner: City of Los Angeles - GSD

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contact: Bob Lombardo – 818-756-8641

Contract Amount: \$2,000,000/year. 5 year contract

Project Completion: On-Going

Project: Job Order Contract – Projects vary from service calls to large system replacements.

Owner: City of Bellflower

General Contractor: F.M. Thomas Air Conditioning

Contract Amount: <\$100,000 per year.

Contact: Jon TerKeurst – 562-804-1424 x2253

Project Completion: On-Going

Project: As needed Service, Repair, and Replacement of systems across the school district. Equipment ranges from small package systems to central plants.

Owner: Segerstrom Center for the Performing Arts

General Contractor: F.M. Thomas Air Conditioning

Contract Amount: <\$100,000 per year.

Contact: Rob Mahle – 714-556-2121 x6245

Project Completion: On-Going

Project: Repair and Service of chillers, controls, VFDs, and boilers as needed. Annuals as needed on chillers.

Owner: City of La Mirada

General Contractor: F.M. Thomas Air Conditioning

Contract Amount: \$100,000 per year.

Contact: Ed Hoover – 562-902-2385

Project Completion: On-Going

Project: As needed Service, Repair, and Replacement of systems across the school district. Equipment ranges from small package systems to central plants.

## **Retrofit/Construction**

Owner: Augustine Casino

General Contractor: F.M. Thomas Air Conditioning

Contract Amount: \$225,000 plus HVAC services

Contact: Harold Rapp – 760-391-9500

Project Completion: On-Going

Project: Completed, Replaced Casino Air Conditioning Systems and as needed HVAC service.

Owner: Segerstrom Center for the Performing Arts

General Contractor: F.M. Thomas Air Conditioning

Contract Amount: \$225,000.00

Contact: Rob Mahle – 714-556-2121 x6245

Project Completion: 100%

Project: Remove and Replace two (2) 150 ton Fluid Coolers, Total Cooling Shutdown, Design/Build Platform modifications, 175 ton Crane Lift.

Owner: City of Los Angeles

General Contractor: F.M. Thomas Air Conditioning

Contract Amount: \$275,000

Contact: Bob Lombardo – 818-756-8641

Project Completion: July 1, 2012

Project: Design Adaptor Curbs to adapt ten (10) new Carrier units to existing down shaft openings. Included Rigging, Electrical modifications, Gas and Condensate, Smoke Detectors, Economizers.

Owner: City of Rancho Mirage

General Contractor: F.M. Thomas Air Conditioning

Contract Amount: \$125,000

Contact: Bill Oppenheim – 760-831-1063

Project Completion: Completed

Project: City Hall and Library, Retrofit existing DDC Controls to Honeywell.

Owner: City of Bellflower

General Contractor: F.M. Thomas Air Conditioning

Contract Amount: \$81,000

Contact: Jon TerKeurst – 562-804-1424 x2253

Project Completion: May 31, 2012

Project: Upgrade Temperature/Humidity Controls, Using Honeywell Systems. Replace two (2) Units Heating/Ventilation Package Units, Replace one (1) Large Exhaust Fan.

Owner: Torrance Memorial Hospital

General Contractor: F.M. Thomas Air Conditioning

Contract Amount: \$160,000

Contact: Omar Gongora – 714-578-5200  
Project Completion: On-Going  
Project: Install Carrier Comfort Network DDC System, Startup and Commission.

Owner: Desert Regional Medical Center  
General Contractor: F.M. Thomas Air Conditioning  
Contract Amount: \$380,000  
Contact: Dale Barnhart – 760-323-6302  
Project Completion: On-Going  
Project: Major Repair/Retrofit of Chillers and Cooling Towers

Owner: Augustine Casino  
General Contractor: F.M. Thomas Air Conditioning  
Contract Amount: \$500,000  
Contact: Harold Rapp – 760-275-0059 (cell)  
Project Completion: On-Going  
Project: Repair Casino Air Conditioning Units and Exhaust Fans. HVAC Service Repairs.

Owner: Desert Sands USD  
General Contractor: F.M. Thomas Air Conditioning  
Contract Amount: \$67,000  
Contact: John Loerke – 760-771-8551  
Project Completion: On-Going  
Project: Retrofit Coolers for Warehouse

## APPENDIX "B"

### Tom Feyka - President

Forty-eight years of industry experience. Founding owner of F.M. Thomas Air Conditioning, Inc. President for forty two years.

- Education: AA degree from Los Angeles Trade Technical College, 45 class credits from business school at East Los Angeles Community college. Numerous factory technical schools.
- Business Beliefs:  
Management – provide recognition of technical, sales and office staff. Create a learning opportunity to maintain technical leadership in our industry, encourage and direct policy to insure customer satisfaction, cost awareness, professional attitude, safety, quality workmanship and profitability.
- Monitor:  
F.M. Thomas controller provides weekly financial performance work sheets compared to budget, bi-weekly sales/financial meetings to evaluate performance, monthly supervisor meetings to update field matters and better understand the effect of F.M. Thomas policies.
- Modify:  
Objective adjustment(s) to F.M. Thomas budgets/goals when feedback indicates revision is necessary. Seek outside input from banker, bonding agent, CPA, insurance as reference data to move forward with changes as economy improves or declines.

### Carolyn Feyka - Chief Executive Officer

Carolyn is the Chairperson for the Executive Committee. Her background includes a B.A. degree from Cal State Fullerton and forty-two years at F.M. Thomas Air Conditioning, Inc

### Randy Detwiler - Field Supervisor

Forty one years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Randy has attended factory training classes from York, Carrier and Trane equipment manufacturers. He is also a certified Turbocor technician and Carrier CCN controls technician. Randy is responsible for project work that is installed and delivers the promises made to our clients.

### Larry Margie - Field Supervisor

Thirty-four years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Larry has attended factory training classes from McQuay, York, Carrier and Trane equipment manufacturers. He is also qualified to work on Absorber chillers, refrigeration machines, and clean room applications.

### Donald Gonzales – Manager, Sheetmetal Estimator

Twenty-five years in commercial HVAC as a sheetmetal Estimator. Don is responsible for application and estimation of design and spec work. Don is also familiar with large package units, fan coils and split systems for any type of installation. Don has worked in hospitals, schools, police and fire departments as well as other types of commercial and industrial buildings.

### Michael Feyka – Business Development/Sales Manager

Graduate of Tulane University with a Bachelor of Science degree in business and finance. Michael has developed and coordinated software systems for marketing & sales as well as directing the Marketing Dept. Michael interacts with clients developing quotations involving HVAC service and retrofit of older systems.

Ron Outhier – Project Management

Thirty-four years in the commercial HVAC industry with extensive administrative/project management of HVAC construction projects. He is also an Instructor for Sheetmetal Apprenticeships.

#### APPENDIX "C"

Owner: City of Rancho Mirage

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contact: Bruce Harry – 760-770-3224

Contract Amount: \$50,000 per year plus service work.

Project Completion: ongoing

Project: Maintenance and Service of all city buildings.

Owner: KCET

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contact: Robert Kunstmann – 323-953-5210

Contract Amount: \$50,000+ ongoing service/maintenance

Project Completion: ongoing

Project: Maintenance and Service of all city buildings.

Owner: St. Mary Medical Center

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contact: Tom Mitchell – 760-792-6793

Contract Amount: N/A

Project Completion: ongoing

Project: Maintenance and Service of all city buildings.

Owner: City of Bellflower

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contact: John Terkeurst 562-254-8875

Contract Amount: \$12,000

Project at 100%

Project: Maintenance and Service of all city buildings.

Owner: California State University, Dominguez Hills.

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract: \$11,256.00

Project at 100%

Project: Remove and replace main fan bearings.

Owner: Braille Institute  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$669,000.00.  
Project: 100%  
Project: Provide two Trane Chillers with 5 Calmac Thermal Storage Tanks. Demo existing system and retrofit. Furnish and install Honeywell Excel 5000 Electronic Control System.

Owner: "MAS" Asset Management, 611 Wilshire  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$365,000.00  
Project 100%  
Project: Furnish 150 ton Carrier Screw Chiller and 300 ton Trane Centrifugal Chiller. Install Carrier and made operational. Disassemble Trane chiller, rig in Mechanical Room, reassemble, connect into piping system. Furnish new chilled water pumps, 60 HP and 125 HP and install. Make operational.

Owner: Pomona Valley Hospital.  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$730,000.00  
Project at 100%  
Project: Furnish 650 ton Trane Centrifugal Chiller, disassemble, rig into Mechanical Room, reassemble, connect into piping system, furnish 1,000 ton cooling tower and retrofit in existing system.

Owner: City of Los Angeles, Police Department – Southwest, Southeast, Wilshire, Hollywood, Devonshire.  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$650,000.00  
Completion: 100%  
Project: Furnish and install Honeywell Control Systems; replace Carrier chiller, replace air handlers, clean ductwork.

Owner: Cal State Los Angeles  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$105,000.00  
Completion: 100%  
Project: Replace two Carrier chillers, library building

Owner: U.S. Federal Government, Fort Irwin  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$300,000.00  
Completion: 100%  
Project: Maintenance of chillers and related equipment

Owner: City of Redlands  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$25,000.00  
Completion: 100%

Project: Re-tube Ajax boiler and restart

Owner: Federal Government; Edwards Air Force Base

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$110,000

Completion: 100%

Project: Reassemble, modify per Trane factory design, (2) CVHE Trane centrifugal chillers, convert to R123 refrigerant, design and install room ventilation system.

Owner: Department of Water & Power

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$135,000

Completion: 100%

Project: Recover 800 lbs. R11 (CFC), recycle, disassemble York centrifugal chiller, rig and mount 225 ton Carrier reciprocating chiller, reconnect piping and electrical.

Owner: City of Westminster, Police Dept.

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$15,000

Completion: 100%

Project: Complete disassemble OF Carrier 5H80 compressor, rebuild to Carrier specification.

Owner: Anaheim Union High School District

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$500,000

Completion: 100%

Project: Johnson Controls Metasys electronic control systems.

Owner: Cal State Dominguez Hills

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$65,000

Completion: 100%

Project: Replace obsolete HVAC package and retrofit existing systems

Owner: County of Riverside

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$26,500

Completion: 100%

Project: Replace leaking obsolete three way valves to current style.

Owner: Cal State San Bernardino

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$63,000

Completion: 100%

Project: Provide service and annual service

Owner: Huntington Beach Union High School District

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$220,000

Completion: 100%

Project: Remodel HVAC system

Owner: Cal Trans, Los Angeles Office

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$475,000

Completion: 100%

Project: Overhaul (3) ton centrifugal chillers, (Trane & Ton Rac)

Owner: Cal Poly, Pomona

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$600,000

Completion: 100%

Project: Emergency repairs to centrifugal chiller

Owner: Los Angeles, Dept. of Water and Power

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$347,950

Completion: 100%

Project: Emergency repairs to HVAC and electronic HVAC control

Owner: City of Westminster

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$40,965

Completion: 100%

Project: Repairs to Thermal Energy storage system

Owner: Lion Industries - China (Project located in San Bernardino)

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$58,123

Completion: 100%

Project: HVAC repairs and retrofit of HVAC system

Owner: Saddleback Unified School District

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$80,150

Completion: 100%

Project: HVAC retrofit of multi zone to Carrier VVT system; energy reduction

Owner: Whittier College

General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$66,551  
Completion: 100%  
Project: HVAC maintenance and repairs

Owner: City of Ontario  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$161,697  
Completion: 100%  
Project: HVAC retrofit, controls upgrade and repair

Owner: Cal Poly, Pomona  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$48,000  
Completion: 100%  
Project: Overhaul and repairs on four centrifugal chillers covering

Owner: City of Fountain Valley  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$122,000  
Completion: 100%  
Project: Retrofit new Carrier HVAC including state of the art electronic temperature control system

Owner: Bell High School, Heat Reduction  
General Contractor: Los Angeles, Unified School District  
Contract Amount: \$829,000  
Completion: 100%  
Project: Install complete mechanical & electrical

Owner: Pomona Unified School District  
General Contractor: None  
Contract Amount: \$437,800  
Completion: 100%  
Project: Heat replacement, various schools

Owner: Mobil Oil, Torrance  
General Contractor: McAlpine-Slayer Construction  
Contract Amount: \$61,000.00  
Completion: 100%  
Project: New air conditioning system for office building.

Owner: Newport Mesa Unified School District  
General Contractor: John Denton & Associates  
Contract Amount: \$759,000  
Completion: 100%

Project: Remove 18 roof air handlers, install new boiler and copper piping systems, pneumatic control system.

Owner: Laguna Arts Museum

General Contractor: Driver Eddy

Contract Amount: \$102,000

Completion: 100%

Project: Remodel of existing building, new air conditioning system

Owner: Chevron of California

General Contractor:

Contract Amount: \$116,000

Completion: 100%

Project: Design, fabricate and install cooling towers and control system for I.T.T. package multizone air conditioning system.

Owner: El Rancho Unified School District

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$3,750

Completion: 100%

Project: Electronic energy management control system for I.T.T. package multizone air conditioning system.

Owner: Garden Grove Unified School District

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$47,300

Completion: 100%

Project: Retube condenser and evaporator, total rebuild of compressor and related devices.

Owner: Lorbeer Junior High School

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$29,890

Completion: 100%

Project: Remove existing hot water boiler and storage tank. Design replacement boiler system and provide installation and start up. We are a licensed boiler contractor.

Owner: El Monte High School

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$12,000

Completion: 100%

Project: Remove existing compressor drive line and replace with Carrier condensing unit. Includes new piping and controls.

Owner: American Pharmaseal

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$13,500  
Completion: 100%  
Project: Install replacement 150 ton open drive compressor.

Owner: Newport Mesa U.S.D.  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$38,000  
Completion: 100%  
Project: Install replacement 40 ton open drive compressor

Owner: Cyprus Mines and Research  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$16,000  
Completion: 100%  
Project: Install computer room air conditioners

Owner: Chevron, La Habra  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$41,000  
Completion: 100%  
Project: Install computer room air conditioners

Owner: Garvey School District  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$11,500  
Completion: 100%  
Project: Install replacement 40 ton open drive compressor

Owner: Los Angeles Department of Water and Power  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$400,000 (+)  
Project Complete: 100% \$120,000, Johnson Controls, DDC System.  
Project: HVAC retrofit, replacement electronic temperature control system.

Owner: Garvey School District  
General Contractor: F.M. Thomas Air Conditioning, Inc.  
Contract Amount: \$408,000  
Project Complete: 100% design by F.M. Thomas Air Conditioning, Inc.  
Completed December, 1996.  
Project: Design, build and install heating and air conditioning system, 5 schools sites.

Owner: So. California Gas Company, City of Arcadia  
General Contractor: So. California Gas  
Contract Amount: \$350,000  
Project Complete: 100% completed January, 1997

Project: ESO concept with S. Cal. Gas, retrofit of older HVAC equipment design and install Honeywell electronic control system.

Owner: Cal State Dominguez Hills

General Contractor: Owner directed

Contract Amount: \$60,000

Completion: 100%

Project: Install Johnson Controls Electronic Control System, graphics office building.

Owner: Cal Poly

General Contractor: Owner directed

Contract Amount: \$50,000

Completion: 100%

Project: Disassemble, project specialty machines to resolve serious casting misalignment problems.

Owner: Bank of Montreal, Sanwa Bank Building, Los Angeles

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$35,000

Completion: 100%

Project: Install pump system, cooling tower water and computer room air conditioning system, 49<sup>th</sup> floor.

Owner: Lanterman State Hospital

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$50,000

Completion: 100%

Project: Retrofit Trane centrifugal chillers, new style purge system and electronic contact panels.

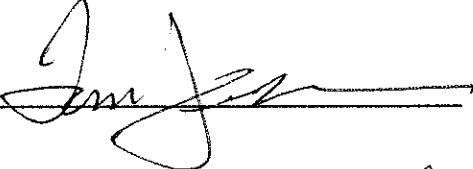
EXHIBIT "C"

**CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S  
CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION  
OF TERMS (IF ANY)**

By signing this form below, the firm certifies that the attached Agreement in Exhibit B is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Huntington Park, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: THOMAS M. FEYKA Title: PRESIDENT

Signature:  Date: 8-25-17

Firm Name: F. M. THOMAS AIR CONDITIONING, INC.

## EXHIBIT "D"

### FALSE CLAIMS FORM

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

#### FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

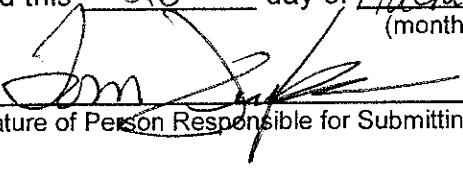
I, THOMAS M. FEYKA am the PRESIDENT  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of F.M. THOMAS AIR CONDITIONING, INC. (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25 day of AUGUST 2017 at BREA, CALIFORNIA  
(month and year) (city and state)

By   
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

## EXHIBIT "E"

### CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

#### CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, THOMAS M. FEYKA, am the PRESIDENT  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of F.M. THOMAS AIR CONDITIONING, INC. (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this Proposal to the City of Huntington Park, I hereby certify that neither the Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this 25 day of AUGUST 2017 at BREA, CALIFORNIA  
(month and year) (city and state)  
By Tom Feyka  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer).

## FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: NONE PENDING

(2) Identity of tribunal or court and case name or number, if any: \_\_\_\_\_

(3) Government Contract or project involved: \_\_\_\_\_

(4) Government agency involved: \_\_\_\_\_

(5) Amount of fine imposed: \_\_\_\_\_

(6) Exculpatory Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## DECLARATION

I, THOMAS M. FEYKA, am the PRESIDENT  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of F.M. THOMAS AIR CONDITIONING, INC. (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this 25 day of AUGUST 2017 at BREA, CALIFORNIA  
(month and year) (city and state)

By Tom Feyka  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

### CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: NONE PENDING

(2) Court case identification number: \_\_\_\_\_

(3) Jurisdiction in which case was filed: \_\_\_\_\_

(4) Outcome of the case: \_\_\_\_\_

(5) Name of Case: \_\_\_\_\_

(6) Court case identification number: \_\_\_\_\_

(7) Jurisdiction in which case was filed: \_\_\_\_\_

(8) Outcome of the case: \_\_\_\_\_

### DECLARATION

I, THOMAS M. FEYKA, am the PRESIDENT  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of F.M. THOMAS AIR CONDITIONING, INC. (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this 35 day of AUGUST 2017 at BREA, CALIFORNIA  
(month and year) (city and state)

By: Tom Feyka  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

# **F.M. THOMAS AIR CONDITIONING, INC.**

YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974

Contractor License #313574

DIR #1000003383

Tel. 800.660.0891

Fax: 714.738.0886

[www.fmthomas.com](http://www.fmthomas.com)

## MEMO

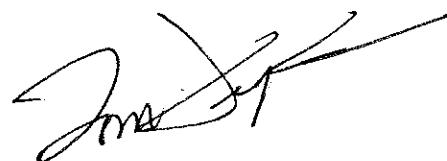
DATE:

TO:

ADDRESS:

FROM:

Tom Feyka



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



**313574**

Ent. CORP

Business Name F M THOMAS AIR CONDITIONING  
INC

Classification: C-4 C20 C38 B

Expiration Date 02/28/2019

[www.cslb.ca.gov](http://www.cslb.ca.gov)



# **F.M. THOMAS AIR CONDITIONING, INC.**

Contractor's License #313574

231 Gemini Avenue,

Brea, CA 92821

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(800) 660-0891

FAX (714) 738-0886

(714) 738-1062

[www.fmthomas.com](http://www.fmthomas.com)

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**F M T \* \* M E A N S \* \* S E R V I C E**

## **F.M. Thomas Air Conditioning**

**References and Completed Contracts of similar size (bid pages 17-18)**

### **City of Los Angeles**

Pascal Cao, HVAC Supervisor  
North District  
14832 Raymer St  
Van Nuys, Ca 91405  
Telephone: 818/756-8641

Services:

- HVAC Service/Repair/Sheetmetal Duct System
- Honeywell Automation, Installation and Repair
- Direct Expansion Piping
- Chilled/Condenser/Hot Water Piping
- Chiller Services – Annuals/Service/Overhaul
- Carrier Chiller Logic to Honeywell BAS

Annual Contract: \$3,000,000

Length of Service: 1996-Present

### **City of Bellflower**

Jon Terkeurst, Supervisor  
16600 Civic Center Dr  
Bellflower, Ca 90706  
Telephone: 562/804-1424 x2253

Services:

- HVAC Maintenance Program
- HVAC Retrofit of Heaters and Fans
- Honeywell Control Retrofit at City Natatorium (in progress)
- HVAC Service and Repairs

Annual Contract: \$52,000.00

Length of Service: 2008-Present

**Segerstrom Center for the Performing Arts (Orange County Performing Arts Center)**

Rob Mahle, Chief Engineer  
600 Town Center Dr  
Costa Mesa, Ca 92626  
Telephone: 714/556-2121 x6245

Services:

- Carrier Compressor Overhaul
- Major Retrofit, New Evaporative Condensers
- HVAC Maintenance
- VFD Service/Replacement (ABB)

Annual Contract: \$20,000.00

Length of Service: 2001-Present

**City of Downey**

Bob Bryan, Director of Facilities  
11111 Brookshire Ave,  
Downey, Ca 90241  
Telephone: 562-904-7196

Services:

- HVAC Maintenance Program City Wide
- HVAC Retrofit of Heaters and Fans
- Pneumatic and DDC controls service and maintenance
- HVAC Service and Repairs
- Equipment Replacement as needed
- Energy retrofit services
- Edison Optimization Implementation

Annual Contract: \$250,000.00

Length of Service: 2013-Present

**City of La Mirada**

Ed Hoover, Facilities Director  
13710 La Mirada Blvd  
La Mirada, Ca  
Telephone: 562-665-4589

Services:

- HVAC Maintenance Program City Wide
- HVAC Retrofit of Heaters and Fans
- Pneumatic and DDC controls service and maintenance
- HVAC Service and Repairs

- Equipment Replacement as needed
- Energy retrofit services

Annual Contract: \$60,000.00

Length of Service: 2008-Present

### **Eastern Municipal Water District**

Dean Uddin  
2270 Trumble Road  
Perris, Ca 92572  
Telephone: 951-541-8219

Services:

- HVAC systems replacements
- Chiller and boiler repair services
- HVAC maintenance of package units and split systems
- HVAC repairs and general service of package units and split systems

Annual Contract \$30,000.00

Length of Service: 2013-2015

### **City of Costa Mesa**

Doug Lovell  
77 Fair Dr  
Costa Mesa, Ca 92628  
Telephone: 714-754-5299

Services:

- Full maintenance coverage on City HVAC systems
- Equipment replacement as needed

Annual Contract: \$100,000.00

Length of Service: 2012-Present

### **Augustine Casino**

Dan Fergusson  
84-001 Ave 54  
Coachella, Ca 92236  
Telephone: 760-259-5864

Services:

- Quarterly maintenance on large rooftop package units (25T)
- Equipment replacement as needed
- On-demand service calls
- HVAC design services / design-build projects
- DDC Controls

Annual Contract: \$350,000  
Length of Service: 2010-Present

**Desert Regional Hospital**

Steve Ballard  
1150 N. Indian Canyon  
Palm Springs, Ca 92263  
Telephone: 760-323-6302

Services:

- Equipment replacement as needed
- On-demand service calls
- HVAC design services / design-build projects

Annual Contract: \$100,000 +  
Length of Service: 2009-Present



## CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

September 5, 2017

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 ADDITIONAL BUDGET APPROPRIATION FOR THE SPLASH PAD RESTROOM RECONSTRUCTION PROJECT AT SALT LAKE PARK AND APPROVE PURCHASE OF RESTROOM MATERIALS**

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

1. Authorize additional budget appropriation of \$25,000; and
2. Approve purchase of restroom materials from Express Pipe & Supply.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Splash Pad project was advertised on November 24, 2016 and December 15, 2016. Micon Construction, Inc. was awarded the project on February 7, 2017 and Micon's Notice to Proceed (NTP) was issued on May 15, 2017.

During the permitting process it was determined the health department requires one toilet and one urinal for the men's restroom. Currently, the City has one toilet in each of the restroom stalls. Since construction is necessary to accommodate the required facilities, staff is requesting additional appropriations in order to reconstruct and remodel both the men's and women's restrooms. The construction will be performed by the Public Works Department in order to minimize cost and ensure the current anticipated completion schedule.

In addition to meeting the Health Department's requirements, aesthetics improvements such as stainless steel sinks and hand dryers, stainless steel urinals and toilets, vandal-proof partitions and Koala Kare stations will be installed for use in both the men's and women's restroom. Four (4) companies submitted proposals for restroom materials. The proposals are as follows:

Company	Annual Cost
Express Pipe & Supply	\$12,589.00
Ferguson Enterprises, Inc	\$12,913.42
Hirsch Pipe & Supply	\$13,472.60
Hajoca Huntington Park	\$15,193.63

**APPROVE ADDITIONAL BUDGET APPROPRIATION FOR THE SPLASH PAD  
RESTROOM RECONSTRUCTION PROJECT AT SALT LAKE PARK AND APPROVE  
PURCHASE OF RESTROOM MATERIALS**

September 5, 2017

Page 2 of 2

Staff's objective in the reconstruction and remodel is to remove the institutional feel of the current restrooms and match the aesthetics of the City's newest amenity which is a source of pride for the City since it's the only Splash Pad of its size in southeast Los Angeles.

The balance of the appropriation will be spent on a chemical tank enclosure which will be directly adjacent to the restrooms. However, due to the lead time and the schedule, the enclosure will be completed after the grand opening. Micon submitted a Contract Change Order Request (CCOR) for the enclosure at \$11,500. The tanks will be temporarily stored in the "muni" building located just west of the Splash Pad.

**FISCAL IMPACT/FINANCING**

An additional budget appropriation of \$25,000 to account #475-6010-415.73-10 is requested as this time.

<b>Account No.</b>	<b>Amount</b>
475-6010-415-73-10	\$25,000

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Director of Public Works

**ATTACHMENT(S)**

- A. Restroom Materials Proposals
- B. Micon Contract Change Order Request

## ATTACHMENT "A"



a MORSO company

BRANCH: 2014 TORRANCE  
4310 W. 190th Street  
TORRANCE, CA 90504-5509  
Phone: 562-961-8785  
Fax: 562-961-8749



## Acknowledgement

ORDER DATE	ORDER NUMBER	
08/16/2017	S102592681	
PLEASE REMIT TO: EXPRESS PIPE & SUPPLY 1235 SOUTH LEWIS ST. ANAHEIM, CA 92805-6429 Phone: 562-961-8785		PAGE NO.
		1 of 2

SOLD TO:

SHIP TO:

CITY OF HUNTINGTON PARK  
6900 BISSELL STREET  
HUNTINGTON PARK, CA 90255-5507

CITY OF HUNTINGTON PARK SHOP  
6900 BISSELL STREET  
HUNTINGTON PARK, CA 90255-5507

CUSTOMER NUMBER		CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER		SALESPERSON
178837		SALT LAKE PARK			House/Branch Sales 2014
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Michael Smith		PICK UP	NET 15TH PROX	08/16/2017	No
ORDER QTY	PRODUCT ID	DESCRIPTION		UNIT PRICE	EXT PRICE
2ea	354636	BOBRICK B-7128 AUTOMATIC ADA COMPLIANT SURFACE MOUNT HAND DRYER 110-120 VOLT STAINLESS STEEL *Special Order-Price Subj to Change		397.458/ea	794.92
2ea	288941	KOALA KARE KB110-SSRE BABY CH STN HORZ,REC,SAT,SS *Special Order-Price Subj to Change		1413.434/ea	2826.87
2ea	296224	BOBRICK B353 Recessed Sanitary Napkins Disposal *Special Order-Price Subj to Change		97.771/ea	195.54
1ea	587893	HADRIAN MEN'S PARTITIONS WITH WALL FOR URINAL VANDAL PROOF *Special Order-Price Subj to Change		701.321/ea	701.32
1ea	587896	HADRIAN WOMENS PARTITIONS VANDAL PROOF *Special Order-Price Subj to Change		701.321/ea	701.32
1ea	91340	SLOV 3080050 111XL-1.28 REGAL EXPD WC FV 1IP 1-1		76.024/ea	76.02
1ea	572674	ACORN 1675-W-1-HET-FVBO-HPS BLOWOUT JET TOILET - OFF-FLOOR, WALL SUPPLY, 1.28GPF, FLUSH VALVE BY OTHERS W/ HIGH POLISHED INTERGRAL SEAT *Special Order-Price Subj to Change		1142.250/ea	1142.25
1ea	342580	JRSM 0310LY 310LY *Special Order-Price Subj to Change		297.304/ea	297.30

\*\* Continued on Next Page \*

Subtotal	
S&H Charges	
Tax	
Total	



a MORSO company

BRANCH: 2014 TORRANCE  
4310 W. 190th Street  
TORRANCE, CA 90504-5509  
Phone: 562-961-8785  
Fax: 562-961-8749



## Acknowledgement

ORDER DATE	ORDER NUMBER	
08/16/2017	S102592681	
PLEASE REMIT TO: EXPRESS PIPE & SUPPLY 1235 SOUTH LEWIS ST. ANAHEIM, CA 92805-6429 Phone: 562-961-8785		PAGE NO.
		2 of 2

SOLD TO:

SHIP TO:

CITY OF HUNTINGTON PARK  
6900 BISSELL STREET  
HUNTINGTON PARK, CA 90255-5507

CITY OF HUNTINGTON PARK SHOP  
6900 BISSELL STREET  
HUNTINGTON PARK, CA 90255-5507

CUSTOMER NUMBER		CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
178837		SALT LAKE PARK		House/Branch Sales 2014	
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Michael Smith		PICK UP	NET 15TH PROX	08/16/2017	No
ORDER QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	91625	SLOV 3082675 186-1 XL REGAL UR FV 3/4IP 3/4SPUD	76.024/ea	76.02	
2ea	573769	ACORN 2158-T-1-FVBO(0.5GPF)S/S URINAL *Special Order-Price Subj to Change	773.932/ea	1547.86	
2ea	204894	0636-M32 JR SMITH PLATE TYPE URINAL CARRIER *Special Order-Price Subj to Change	133.881/ea	267.76	
2ea	145319	ACORN 1652-1-BP-04M-LW1-SW Still need carrier for sink.	1194.988/ea	2389.98	

All sales are subject to Express Pipe & Supply's Terms and Conditions which are available in each branch and at [www.expresspipe.com](http://www.expresspipe.com). A customer's acceptance of the goods is evidence of acceptance of such Terms and Conditions of Sale and waiver of any conflicting terms.

Subtotal	11017.16
S&H Charges	0.00
Tax	1019.09
<b>Total</b>	<b>12036.25</b>

[www.morscouusa.com](http://www.morscouusa.com)



1330 South Atlantic Blvd.  
Los Angeles, CA 90022  
323.262.4163 ~ 323.262.6922 fax  
www.hirsch.com

### Price Quotation

Quote # :	185867
Quote Date :	08/18/2017
Exp. Date :	09/17/2017
Printed :	08/18/2017 15:13:25
Warehouse :	8
Page :	1 of 2

Quoted To: \$CC9 17698

PREFERRED CASH CUSTOMER – CC  
\*\*\*COMMERCE\*\*\*  
1330 S. ATLANTIC BLVD.  
LOS ANGELES, CA 90022

Shipped To: \$CC9 17698

PREFERRED CASH CUSTOMER – CC  
\*\*\*COMMERCE\*\*\*  
1330 S. ATLANTIC BLVD.  
LOS ANGELES, CA 90022

Sales Associate	Salesperson Email
David Flores	dflores@hirsch.com

Notes	CITY OF HUNTINGTON PARK
-------	-------------------------

Line	Quant	Description	Net Price	UM	Ext Price
1		*****			
2	2	BOBB-7128-115V BOBRICK B-7128-115V CVR ADA (664581)	387.531	EA	775.06
3		ABOVE ITEM			
4		3-5 DAYS ETA			
5		*****			
6	2	825163 KOALA KARE KB110-SSRE BABY (825163)	1,275.234	EA	2,550.47
7		3-5 DAYS ETA			
8		*****			
9	2	BOBB-353 BOB B-353 NAPKIN DISPOSAL (180059)	111.581	EA	223.16
10		3-5 DAYS ETA			
11		*****			
12	1	SLR111-1.28 SL 3080050 REGAL 111 1.28G FV (756280)	81.718	EA	81.72
13		GOOD IN STOCK			
14		*****			
15	1	825171 ACORN 1675-W-1-HET-FVBO- HPS (825171)	1,200.000	EA	1,200.00
16		ABOVE SPECIAL ORDER			
17		4 WEEKS ETA			
18		+S&H			
19		*****			
20	1	JR0310LY(-M12-M13) JRS 0310LY(-M12-M13) LH CLST (825173)	365.000	EA	365.00
21		ABOVE SPECIAL ORDER			
22		2-3 DAYS ETA			
23		*****			
24	1	SLR186-1XL 3082675 REGAL 186-1XL VALVE (129094)	81.061	EA	81.06
25		GOOD IN STOCK			
26		*****			



1330 South Atlantic Blvd.  
Los Angeles, CA 90022  
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### Price Quotation

Quote # :	185867
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Page :	2 of 2

**Quoted To:** \$CC9 17698

PREFERRED CASH CUSTOMER – CC  
\*\*\*COMMERCE\*\*\*  
1330 S. ATLANTIC BLVD.  
LOS ANGELES, CA 90022

**Shipped To:** \$CC9 17698

PREFERRED CASH CUSTOMER – CC  
\*\*\*COMMERCE\*\*\*  
1330 S. ATLANTIC BLVD.  
LOS ANGELES, CA 90022

Sales Associate	Salesperson Email
David Flores	dflores@hirsch.com

Notes	CITY OF HUNTINGTON PARK

Line	Quant	Description	Net Price	UM	Ext Price
27	2	825175 ACORN 2158-T-1-FVBO 0.5GPF (825175)	788.250	EA	1,576.50
28		ABOVE SPECIAL ORDER			
29		4 WEEKS ETA			
30		+S&H			
31		*****			
32	1	JRS0636-M32 JRS 0636-M32 URNL SUPP W/HNGR (432265)	173.022	EA	173.02
33		ABOVE SPECIAL ORDER			
34		3-5 DAYS ETA			
35		*****			
36	1	825178 ACORN 1652-1-BP-04M-LW1- SW (825178)	1,418.750	EA	1,418.75
37		ABOVE SPECIAL ORDER			
38		4 WEEKS ETA			
39		+S&H			
40		*****			
41		ALL SPECIAL ORDER ITEMS ARE			
42		NON REFUNDABLE &			
43		NON RETURNABLE			
44		MLOPEZ@HPCA.GOV			

\*\*\*Prices are subject to change without notice.

\*\*\*This quotation may not include all applicable taxes and freight charges.

Subtotal	8444.74
S & H	0.00
Tax	781.14
Total	9225.88



FEI LOS ANGELES #1456  
6925 SANTA FE  
HUNTINGTON PARK, CA 90255-3911

Phone: 323-589-5251  
Fax: 323-589-2709

Deliver To:  
From: Manuel Martinez  
Comments:

16:43:51 AUG 17 2017

Page 1 of 1

FERGUSON ENTERPRISES INC #1350

Price Quotation

Phone: 323-589-5251  
Fax: 323-589-2709

**Bid No:** B282370  
**Bid Date:** 08/17/17  
**Quoted By:** MZM

**Cust Phone:** 323-584-6274  
**Terms:** NET 10TH PROX

**Customer:** CITY OF HUNTINGTON PARK  
ATTN: ACCOUNTS PAYABLE DEP  
6900 BISSELL STREET  
HUNTINGTON PARK, CA 90255

**Ship To:** CITY OF HUNTINGTON PARK  
ATTN: ACCOUNTS PAYABLE DEP  
6900 BISSELL STREET  
HUNTINGTON PARK, CA 90255

**Cust PO#:**

**Job Name:**

Item	Description	Quantity	Net Price	UM	Total
BB7128115V	SS 115V ADA SURF MNT HAND DRYER	2	350.340	EA	700.68
BKB110SSRE	SS HORZ REC BABY CHANGING STN	2	1183.590	EA	2367.18
BB353	SS SANITARY NAPKIN DISP	2	81.870	EA	163.74
	HABRIAN MENS & WOMENS BATH PRICING PER DRAWING #2176267				2091.36
S3080050	1.28 GPF 111-1.28 XL REG FV HE	1	101.420	EA	101.42
SP-A1675W1HETFVBO	ACORN 1675-W-1-HET-FVBO WC	1	1147.670	EA	1147.67
SP-S0310LY4	SMITH 0310LY-4"	1	315.540	EA	315.54
S3082675	1 GPF 186-1 XL REG FV W/SWT URN	1	77.448	EA	77.45
SP-A2158T1FVBO	ACORN SS URN 2158-T-1-FVBO	2	744.110	EA	1488.22
S0636M32	URN CARRIER	1	150.130	EA	150.13
SP-A16521BP04MLW1	ACORN 1652-1-BP-04-M-LW1-SW LAV	2	1280.300	EA	2560.60

**Net Total:** \$11163.99  
**Tax:** \$1032.67  
**Freight:** \$0.00  
**Total:** \$12196.66

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseleyyna.com/terms\\_conditionsSale.html](http://wolseleyyna.com/terms_conditionsSale.html).  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.



# Quotation

**381 HAJOCA HUNTINGTON PARK  
2000 E FLORENCE AVE  
LOS ANGELES CA 90001-2797  
323-580-6278 Fax 484-754-2083**

QUOTE DATE	QUOTE NUMBER
08/17/17	S009732813
QUOTED BY:	PAGE NO:
381 HAJOCA HUNTINGTON PARK 2000 E FLORENCE AVE LOS ANGELES CA 90001-2797 323-580-6278 Fax 484-754-2083	1 of 2

Printed : 07:17:59 21 AUG 2017

QUOTE TO:  
CASH SALES / PLUMBER  
2000 E FLORENCE AVE  
LOS ANGELES, CA 90001-2797

SHIP TO:  
CASH SALES / PLUMBER  
CITY OF HUNTINGTON PARK  
LOS ANGELES, CA 90001-2797

323-580-6278

QUOTED FOR	CUSTOMER PURCHASE ORDER NUMBER		CUSTOMER RELEASE NUMBER	SALESPERSON	
WRITER	SHIP TO		TERMS	EXPIRATION DATE	FREIGHT ALLOWED
MR. LOPEZ	SALT LAKE PARK			House	
Eduardo Navarro	PK PICK UP NOW	CASH		10/01/17	No
QUOTE BY	QUP PART#	DESCRIPTION	Net Price	Ext. Price	
2ea	1101564	BOBRICK B-7128 115 VOLT SURMTD ADA HAND DRYER AUTO STSTL Return Subject to Approval/Restock	471.271/ea	942.54	
2ea	662756	BOBRICK KB110-SSRE BABY CHANGING STATION RECESSED, SATIN STAINLESS STEEL FINISH Return Subject to Approval/Restock	1592.129/ea	3184.26	
2ea	220296	BOBRICK B353 SANITARY NAPKIN DISPENSER Return Subject to Approval/Restock ***** *MENS WALL PARTITIONS WOMENS PARTITONS	110.129/ea	220.26	
1ea	878414	LOT HADRIAN PARTITIONS AS PER APPROVED DRAWING Return Subject to Approval/Restock *****	2091.357/ea	2091.36	
1ea	1006494	SLOAN 3080050 111-1.28-XL REGAL 1.28 CLOSET FLUSH VLV	94.957/ea	94.96	
1ea	1111847	ACORN 1675-W-1-HET-FVBO-HPS TOILET Return Subject to Approval/Restock	1387.229/ea	1387.23	
1ea	178767	JRS 0310-LY 4NH SIN LH HORZ CARRIER Return Subject to Approval/Restock	338.929/ea	338.93	
1ea	25194	SLOAN 3082675 186-1XL 1.0 REGAL SWT EXP URINAL FLUSH VLV VAND RESIST F/ 3/4 TOP SPUD URINALS ADA COMP	94.757/ea	94.76	
2ea	912367	ACORN 2158-T-1-FVBO WALL HUNG STAINLESS URNIAL Return Subject to Approval/Restock	900.857/ea	1801.71	
1ea	43311	JRS 0636-M32 URINAL CARRIER Return Subject to Approval/Restock	160.657/ea	160.66	

\*\*\* Continued on Next Page \*\*\*



# Quotation

**381 HAJOCA HUNTINGTON PARK  
2000 E FLORENCE AVE  
LOS ANGELES CA 90001-2797  
323-580-6278 Fax 484-754-2083**

QUOTE DATE	QUOTE NUMBER
08/17/17	S009732813
QUOTED BY:	PAGE NO:
381 HAJOCA HUNTINGTON PARK 2000 E FLORENCE AVE LOS ANGELES CA 90001-2797 323-580-6278 Fax 484-754-2083	2 of 2

Printed : 07:17:59 21 AUG 2017

QUOTE TO:  
CASH SALES / PLUMBER  
2000 E FLORENCE AVE  
LOS ANGELES, CA 90001-2797

SHIP TO:  
CASH SALES / PLUMBER  
CITY OF HUNTINGTON PARK  
LOS ANGELES, CA 90001-2797

323-580-6278

DUGGED FOR		CUSTOMER PURCHASE ORDER NUMBER		CUSTOMER RELEASE NUMBER		SALESPERSON	
WRITER	SHIP TO	TERMS	EXPIRATION DATE	FREIGHT ALLOWED			
MR. LOPEZ	SALT LAKE PARK		House				
Eduardo Navarro	PK PICK UP NOW	CASH	10/01/17	No			
QUOTE BY	OUR PART#	DESCRIPTION	Net Price	Ext. Price			
2ea	1111849	ACORN 1652-1-BP-04M-LW-1-SW LAVATORY Return Subject to Approval/Restock ACORN 0805 LAVATORY CARRIER Return Subject to Approval/Restock <b>TAXES NOT INCLUDED</b>	1497.557/ea	2995.11			
2ea	1111852		296.343/ea	592.69			

Prices contained in this quote are the prices in effect at the time of quotation, and are subject to change at any time. We are not responsible for inaccurate quantity descriptions. Quantities should be checked against plans and specifications for accuracy. Special order material is non-cancellable. We are not responsible for delays not within our control.

<b>Subtotal</b>	<b>13904.47</b>
<b>Bid Total</b>	<b>13904.47</b>

## ATTACHMENT “B”



General Building Contractors  
License #744198 CA #154926 AZ #0054869 NV  
1616 Sierra Madre Circle, Placentia, CA 92870 Ph: (800) 949-0203 Fx: (714) 666-1007

July 20, 2017  
**REVISED 8-18-17**

City of Huntington Park  
6550 Miles Ave.  
Huntington Park, CA 90255

VIA EMAIL: [Neville.pereira@transtech.org](mailto:Neville.pereira@transtech.org), [dhernandez@hPCA.gov](mailto:dhernandez@hPCA.gov)

PROJ: Salt Lake Splash Pad

RE: RFCO #1- Chemical Tank Enclosure

ATTN: Neville Pereira & Daniel Hernandez

We are pleased to submit a proposal for the above-mentioned project per your request. The breakdown is as follows:

**Chemical tank Enclosure – Located in Splashpad Area**

- Excavate, construct 24" x 12" deep footing w/ monolithic starter wall, include (4) # 4 cont. w/ # 4 vert @ 16".\*
- Construct 8-8-16 CMU Split One Side (S-1-S) solid grout w # 4 vert @ 16".
- Construct 8-8-16 Precision block partition.
- Provide galvanized angle w/ Square Weave 0.80" wire mesh lid. Static.
- Construct (2) solid gates w/ 22 GA B-Deck, frame & post.
- Construct concrete floor
- Construct sidewalk access to adjacent walkway

**SUB TOTAL: \$ 9,471.00**

**Additive Alternate 1 – Construct Enclosure in (E) Garden Area**

- Remove & dispose sidewalk between mechanical room and Rose Garden.  
Route Chemical lines back fill, Patch back concrete. **\$ 1,193.00**

\*Footing sizes are based on reasonable assumptions and past projects. Local seismic requirements or unsatisfactory soil conditions can affect the engineering. In the unlikely event that footings are increased or additional reinforcement is necessary, Micon will adjust the price accordingly.

Sincerely,  
**MICON CONSTRUCTION, INC**

*Kimberly Racette*



Manufacturer Certified Installer



## CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

September 5, 2017

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 PARKING PAY STATION CONTRACT CHANGE ORDER NO. 01,  
APPROVE CONTRACT SERVICES AGREEMENT WITH T2 SYSTEMS CANADA,  
INC., FOR PAY STATIONS DIGITAL “IRIS” SOFTWARE SERVICE AND APPROVE  
LGP EQUIPMENT RENTAL, INC. INVOICES**

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

1. Approve Contract Change Order (CCO) No. 1 in the amount of \$8,129.43 for FY 2016/17;
2. Authorize City Manager to execute the Contract Change Order;
3. Approve the Digital “Iris” software contract service agreement with T2 Systems Canada, Inc.;
4. Authorize City Manager to execute agreement;
5. Approve additional appropriation of \$27,000 for FY 2017/18 to account 231-8010-415.56-10 for payment of “Iris” software services;
6. Approve expenditure in the sum of \$5,790.94 for FY 2016/17 to LGP Equipment Rental, Inc., for Invoice #10019 & #100269 totaling \$5,790.94 for rental of message boards; and
7. Authorize Interim Finance Director to make the necessary encumbrance, additional appropriations, and adjustments to the City Budget.

**BACKGROUND**

In 2013 the City of Huntington Park was awarded Call for Projects grant in the sum of \$546,000 with a local match of \$234,000 for a total project total of \$780,000 for the Downtown Huntington Park “i-Park” System Implementation Project.

**APPROVE PARKING PAY STATION CONTRACT CHANGE ORDER NO. 01,  
APPROVE CONTRACT SERVICES AGREEMENT WITH T2 SYSTEMS CANADA,  
INC., FOR PAY STATIONS DIGITAL “IRIS” SOFTWARE SERVICE AND APPROVE  
LGP EQUIPMENT RENTAL, INC. INVOICES**

September 5, 2017

Page 2 of 3

On March 21, 2017 Council awarded the contract to T2 Systems Canada, Inc., which accepted the Pay Station Implementation for the Downtown Huntington Park “I-Park” Systems Implementation Project.

To date, the City has collected \$235,117.15 in revenue since the implementation of the new pay stations on May 2, 2017. It is important to note, the parking meter revenue from the Parking System Fund 231 was previously pledged to pay a bond. Which means that revenues this year are not being diverted and thus are truly new revenues that have a more meaningful impact on the general fund.

The final debt service bond payment was made on August 15, 2016 in FY 16/17 therefore the revenue pledge has been removed from the parking system fund 231. A breakdown of the percentage of revenue pledge for the last three (3) fiscal years is provided below. The estimated adopted budget for FY 17/18 revenues is \$1 million dollars. The adopted budget for FY 17/18 expenditures is \$870,357, which includes 4 full time parking enforcement officers and operational cost to maintain the new meters. The forecasted surplus of \$129,643, between budgeted revenues and expenditures for FY 17/18, will be applied to the fund balance in the Parking System Fund.

<b>Bond Expense</b>	<b>FY 14/15</b>	<b>FY 15/16</b>	<b>FY 16/17</b>
Admin Fee	\$2,783	\$2,783	-
Bonds	\$406,827	\$439,345	\$113,005
Interest	\$50,380	\$17,863	\$1,297
Total	\$459,990	\$459,990	\$114,302
<b>% of Revenue Pledge</b>	<b>39%</b>	<b>45%</b>	<b>21%</b>

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Staff is requesting approval of service contract with T2 Systems Canada, Inc for Digital “Iris” software. The monthly service fee for each pay station is \$75.00. The annual cost is \$27,000 for the 30 pay stations. Staff is also requesting approval of CCO No.1 in the sum of \$8,129.43 for the purchase and installation of 30-digital “Iris” software. The rationale for the change order is the City requested Wi-Fi modems in the bid package which come at a lower cost than cellular modems. After awarding the contract to T2 it was determined the City did not have a mesh Wi-Fi network therefore each pay station required cellular modems for proper functionality.

Lastly, staff is requesting approval of expenditure used for Changeable Message Signs (CMS) from LGP Equipment Rental, Inc. A total of \$5,790.94 was incurred for the rental of message signs used during the implementation of the Pay Stations to alert patrons of the newly installed pay stations. An encumbrance was not requested at the time of use

**APPROVE PARKING PAY STATION CONTRACT CHANGE ORDER NO. 01,  
APPROVE CONTRACT SERVICES AGREEMENT WITH T2 SYSTEMS CANADA,  
INC., FOR PAY STATIONS DIGITAL “IRIS” SOFTWARE SERVICE AND APPROVE  
LGP EQUIPMENT RENTAL, INC. INVOICES**

September 5, 2017

Page 3 of 3

because the CMSs rental surpassed the anticipated schedule and thus the cost exceeded \$5,000. Parking enforcement citations were pushed back in order to allow users to get accustom to the new pay stations and thus the CMSs were required for a longer duration.

**FISCAL IMPACT/FINANCING**

The contract change order of \$8,129.43 and invoice for LGP Equipment Rental of \$5790.94 for FY 16/17 will be paid from account #111-8010-431.74-10 and 220-8010-431.73-10.

An additional budget appropriation of \$27,000 to account #231-8010-415.56-41 for FY 2017/18 is requested at this time for payment of digital “Iris” software services.

**CONCLUSION**

Upon Council approval staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager  
City Manager



Daniel Hernandez  
Director of Public Works

**ATTACHMENT(S)**

- A. City Contract Change Order Authorization 01
- B. Software “Iris” Service Contract Agreement
- C. LGP Equipment Rental Invoice #10019

## ATTACHMENT "A"

## CITY CONTRACT CHANGE ORDER AUTHORIZATION

### City of HUNTINGTON PARK

PROJECT:	Parking Pay Stations	CONTRACT NO.:	N/A
		REF CCO REQUEST NO.:	01
CONTRACTOR:	T2 Systems Inc.	APPROVED CCO NO.:	01

#### AUTHORIZATION TO PROCEED WITH THE FOLLOWING CHANGE ORDER:

Description	Total
Purchase and installation "Iris" software for 30 pay stations.	\$8,129.43

<b>Original Approved Contract Amount:</b>	<b>\$308,542.16</b>
Previously Authorized Contract Change Orders:	\$0.00
Subtotal:	\$308,542.16
Authorized Amount For This Contract Change Order:	\$8,129.43
<b>Total Authorized Contract Amount To Date (Sum of The Above):</b>	<b>\$316,671.59</b>
Total Contract Days (Working) Per Contract:	50
Additional/Deductive Days (Working) Per Previously Authorized Contract Change Orders:	0.00
Additional/Deductive Days (Working) For This Contract Change Order:	0.00
<b>Total Authorized Contract Days (Working) To Date:</b>	<b>50</b>
<b>Date of Notice to Proceed</b>	<b>04/17/17</b>
<b>Original Completion Date:</b>	<b>06/27/17</b>
<b>Revised Completion Date Including This Contract Change Order:</b>	<b>06/27/17</b>

#### APPROVAL BY CITY

Project Inspector		Approved by:	
Name:	N/A	Name:	Daniel Hernandez
Signature:	No inspection required	Signature:	
Title:	N/A	Title:	Director of Public Works
Date:		Date:	2/24/17

#### 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:	Carmen Sevrens
	Signature:	
	Title:	Regional Sales Manager
	Date:	24-Aug-17

INFO TO BE ENTERED BY CITY

COMMON PROJECT INFO

INFO TO BE ENTERED BY CONTRACTOR

INFO TO BE ENTERED BY RE/CMCI/PM

CONTRACT UPDATE INFO

## ATTACHMENT “B”



## DIGITAL IRIS Customer Agreement

THIS DIGITAL IRIS CUSTOMER AGREEMENT GOVERNS THE PROVISION AND USE OF THE DIGITAL IRIS SERVICES, WIRELESS DATA SERVICES AND DIGITAL IRIS-RELATED SUPPORT SERVICES PURCHASED BY YOU ("CUSTOMER") FROM T2 SYSTEMS CANADA INC. ("T2").

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATE OR OTHER LEGAL ENTITY YOU HEREBY REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND "CUSTOMER" SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND NEITHER YOU NOR SUCH ENTITY MAY USE THE SERVICES.

1. **DEFINITIONS.** In this Agreement:
  - (a) **"Activation Date"** means the first date that each pay station unit is enabled by T2 to connect to the Services.
  - (b) **"Affiliate"** means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
  - (c) **"Agreement"** means this Digital Iris Customer Agreement, including all Sales Quotes.
  - (d) **"Confidential Information"** means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:
    - (i) all know-how, technology and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and
    - (ii) all information relating to the disclosing party's business, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, customer data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.
  - (e) **"Documentation"** means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Digital Iris Services provided by T2 to its customers from time to time.
  - (f) **"T2 System"** means, in respect of the Digital Iris Services, the entire physical operation(s), located at the T2 facilities designated by T2 from time to time to host the Digital Iris Services, including all networks and servers, hardware and software utilized in the provision of the Digital Iris Services located behind the Point of Access.
  - (g) **"Effective Date"** means the date on which Customer first accepts this Agreement.
  - (h) **"Digital Iris Services"** means the Digital Iris services subscribed to by Customer as set out in the Sales Quote(s).



- (i) **"Fees"** means the fees for the Services as set out in the Sales Quote(s), and any other amounts payable under this Agreement, as calculated from the Activation Date.
- (j) **"Non-Conformity"** means the failure of the Digital Iris Services software to perform according to the Documentation.
- (k) **"Point of Access"** means T2's border router(s) which is (are) used to establish connectivity from the T2 System to T2's Internet service provider and the public Internet.
- (l) **"Representatives"** means, in respect of a party, the directors, officers, employees, agents and contractors of such party.
- (m) **"Sales Quote(s)"** means the sales quote forms executed by Customer from time to time setting out the details of the Services subscribed to by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Agreement.
- (n) **"Services"** means the Digital Iris Services, Wireless Data Services, Support Services and/or any additional services.
- (o) **"Support Services"** means Digital Iris technical support services purchased by Customer, as described in the pay station warranty description, as amended from time to time.
- (p) **"System Availability Period"** means, in respect of the Digital Iris Services, twenty-four (24) hours per day, seven (7) days per week excluding the System Maintenance Period.
- (q) **"System Maintenance Period"** means, in respect of the Digital Iris Services, scheduled maintenance periods during which Digital Iris Services access will not be available to Customer due to required system maintenance, upgrades, and other hosting requirements for the T2 System.
- (r) **"Wireless Data Services"** means the third party wireless data services, if any, purchased by Customer from T2 for the purpose of enabling communications between the T2 System and Customer's parking pay stations.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

2. **TERM.** This Agreement shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms.

3. **DIGITAL IRIS SERVICES.**

- (a) Subject to the terms of this Agreement, T2 will supply the Digital Iris Services subscribed to by Customer, and Customer is granted a limited, non-exclusive, non-transferable right to access and use Digital Iris Services software, solely as necessary for Customer's use of the Digital Iris Services for its internal business purposes.
- (b) T2 will provide Customer with one (1) administration account (login and password) to access the Digital Iris Services on the T2 System.
- (c) T2 will provide the Digital Iris Services in accordance with the following standards:
  - (i) T2 is classified under the PCI Security Standards as a Level 1 Service Provider. The Digital Iris Services will remain in compliance with current PCI security standards at all times;
  - (ii) T2 will be responsible for delivery of access to the Digital Iris Services on the T2 System only up to and including the Point of Access, and is not responsible for any failure due to



Customer's telecommunications connections, facilities (including internal local area networks (LAN)) or local infrastructure;

- (iii) T2 will use all reasonable efforts to ensure the Digital Iris Services will be available during the System Availability Period;
- (iv) T2 will provide Customer with at least 48 hours prior electronic notice of any scheduled System Maintenance Period;
- (v) T2 shall have the right to implement updates and upgrades to any software used in providing the Digital Iris Services, in its sole discretion;
- (vi) T2 will respond to incidents that have been reported by Customer within the response times set out in the T2 Support Services description; and
- (vii) in the event of a T2 System failure, T2 will use commercially reasonable efforts to complete data recovery requests using the most recent version of the backup data, databases, applications and configuration pieces required to restore Customer data.

#### 4. RESTRICTIONS ON USE OF DIGITAL IRIS SERVICES.

- (a) Customer shall use the Digital Iris Services only for the parking pay stations identified in the Sales Quote(s), and only in accordance with the Documentation and any other instructions issued by T2 from time to time. Failure to use the Services in accordance with instructions provided by T2 may result in failure of all or any part of the Services, and/or accidental loss of data or data integrity. If Customer does not understand the requirements for the proper use of the Digital Iris Services, Customer must contact T2 for additional information.
- (b) Customer may make copies of the Documentation solely for its own internal purposes in conjunction with its use of the Digital Iris Services. Copyright and other proprietary rights in the Documentation shall remain vested in T2. Customer may not remove any title, trademark, copyright and/or restricted rights or proprietary notices or labels from, or otherwise modify the Documentation, and all copies of the Documentation must include all such notices and labels.
- (c) Customer shall restrict access to the Digital Iris Services to its employees or contractors, solely as required for its internal business purposes. Without limiting the generality of the foregoing, Customer may not sell, rent, loan or otherwise grant any rights in or to the Digital Iris Services, or permit any other party to do so.
- (d) Customer agrees not to:
  - (i) introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Digital Iris Services or the T2 System;
  - (ii) use the Digital Iris Services in any manner which could damage, disable, overburden or impair any part of the T2 System, or interfere with any other customer's ability to use the Digital Iris Services or the T2 System;
  - (iii) attempt to gain access to other customers' accounts through any manner of hacking or password mining or other means;
  - (iv) attempt to embed the Digital Iris Services within another website;
  - (v) attempt to use such methods as SQL Injection, Cross Site Scripting, Remote File Inclusion, Cross Site Request Forgery and any other methods not authorised by T2 to gain access to the T2 System or the Digital Iris Services;



- (vi) attempt a Denial of Service (DOS) attack of any kind;
- (vii) use the Digital Iris Services or the T2 System to transmit SPAM, junk email or other unsolicited email of any kind; or
- (viii) in connection with the Services, engage in conduct that would constitute a criminal or quasi-criminal offence, that could give rise to civil liability, intellectual property rights infringement, or privacy rights violations, or that would otherwise violate any applicable local, provincial, state, federal or international law, or accepted Internet protocol.

## 5. WIRELESS DATA SERVICES.

- (a) If purchased by Customer, T2 will provide the Wireless Data Services, supplied by T2's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2 and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
- (b) Customer shall use the Wireless Data Services only in connection with the Digital Iris Services and parking pay stations identified in the Sales Quote(s).
- (c) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2 from time to time for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2 or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
- (d) Customer may not resell the Wireless Data Services to any other person.
- (e) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
- (f) Customer will provide T2 with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.

## 6. SUPPORT SERVICES.

T2 will provide the Support Services in accordance with the Digital Iris technical services description, as amended from time to time. Support Services are limited to those set out in the services description, and expressly exclude any additional services required to correct any Non-Conformities resulting from the causes described in Subsection 11(b). Any additional technical support may be agreed by T2 on a case-by-case basis, and shall be charged on a time and materials basis at T2's then-standard rates therefor.

## 7. FEES AND PAYMENT.

- (a) Customer agrees to pay to T2 the Fees plus all applicable taxes in accordance with this section.
- (b) The initial invoice will be issued on or about the Activation Date and the first month's Fees will be prorated to reflect such date. Except as otherwise set out in the Sales Quote(s), T2 will issue monthly invoices for Fees thirty (30) days in advance of each month of the calendar year. Payment terms are net thirty (30) days from the date of invoice and payable to T2 as set out in the invoice.



- (c) Customer shall pay interest on any invoiced amounts which are unpaid after 30 days at a rate of 1.5% per month (18% per annum, effective rate) or the maximum amount allowed by law (whichever is less), from the date such amounts become due and payable. Customer also agrees to pay all costs incurred by T2 to collect any overdue amounts.
- (d) Without limiting any other rights and remedies which T2 may have, T2 shall also have the right to suspend or terminate any or all of the Services upon notice but without any liability to Customer or any other party, if any Fees or other amounts owing by Customer to T2 remain unpaid after 60 days, including any charge backs for NSF checks.
- (e) All Fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "Taxes"). Customer shall pay all applicable Taxes, other than taxes on T2's income. If T2 pays any such amounts on behalf of Customer, Customer shall reimburse T2 upon presentation of proof of payment.

#### 8. OWNERSHIP.

- (a) Customer acknowledges that T2 has developed and uses valuable technical and non-technical information, trade secrets, know-how and the like in the supply of the Services. Customer agrees that, except for the limited right to use the Services as set out in this Agreement, all rights, title and interest in and to the Services, the Digital Iris software, the T2 System, Documentation, and any other hardware, software, equipment and materials used by T2 in conjunction with the delivery of the Services, shall remain vested in T2 or its third party suppliers.
- (b) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.
- (c) The parties acknowledge that at all times Customer will remain the owner of its transaction data. T2 shall not at any time use Customer's data or disclose Customer's data to any third parties, except that T2 may store, back-up and archive Customer's data.

#### 9. CONFIDENTIALITY.

- (a) Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:
  - (i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;
  - (ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;
  - (iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party;
  - (iv) that is disclosed with the written consent of the disclosing party; or



- (v) that is disclosed pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that whenever possible prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.
- (b) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own confidential information of a like nature, but in no event less than a reasonable standard of care.
- (c) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.
- (d) Upon termination of the Services, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 9.

#### 10. **CUSTOMER LIABILITY.**

- (a) Customer shall be solely responsible for, and shall hold T2, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with:
  - (i) Customer's inputs, selection and use of the Services, and all data, reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party;
  - (ii) Customer's or its Representative's use, misuse, failure to use, or inability to use the Wireless Data Services or any other data services required for the use of the Digital Iris Services, including any abuse, fraudulent use or unauthorized access thereto; and
  - (iii) Any breach by Customer and/or its Representatives of any of the terms and conditions of this Agreement.

#### 11. **LIMITED WARRANTY.**

- (a) T2 warrants to Customer that, for the duration of this Agreement, the Digital Iris RIS Services will substantially conform to the specifications set out in the Documentation, as revised by T2 from time to time.
- (b) The foregoing warranty shall not apply to Non-Conformities that result from any cause beyond the reasonable control of T2 including, but not limited to:
  - (i) Customer's failure to:
    - (A) prepare and maintain a technical environment that meets the specifications provided by T2 from time to time,
    - (B) provide necessary communications mechanisms (including connections to pay station units) as specified by T2 from time to time, or
    - (C) maintain pay station units in good repair in accordance with T2's recommendations and requirements for operation, maintenance and repair;



- (ii) the use of the Digital Iris Services in combination with apparatus, systems, products or services where such combination was not provided, proposed, recommended or approved by T2, or contemplated in the Documentation;
- (iii) unauthorized modifications or repairs to any equipment supplied by T2 (including pay station units) by Customer or any person not approved by T2; or
- (iv) failures relating to Customer's computing environment including, without limitation, electrical failure, Internet connection problems, communications problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which, as between Customer and T2, shall be deemed to be under Customer's exclusive control and sole responsibility.

(c) T2 shall have no responsibility and provides no representations or warranties with respect to any third party hardware, software or services, whether supplied in connection with this Agreement or otherwise.

(d) If Customer notifies T2 in writing of a breach of the foregoing limited warranty, T2 shall, at its cost and expense, promptly, diligently and in good faith continue to completion, using commercially reasonable efforts accounting for the circumstances, the correction or bypassing, in T2's reasonable discretion, of the Non-conformity within the period required under the Support Services or such other period as may be mutually agreed by both parties depending on the nature and severity of the Non-conformity.

## 12. EXCLUSION OF WARRANTIES.

- (a) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.
- (b) T2 DOES NOT WARRANT THAT THE SERVICES OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. IN ADDITION, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.
- (c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.



**13. LIMITATION OF LIABILITY AND DAMAGES.**

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: T2'S, ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL COLLECTIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO T2 FOR THE SERVICES DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE MOST RECENT CLAIM. IN NO EVENT WILL T2 OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE.
- (b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; WIRELESS DATA SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SYSTEM OR THE DIGITAL IRIS SERVICES; WIRELESS DATA SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION OR SYSTEMS.
- (c) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, CUSTOMER.
- (d) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- (e) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- (f) BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

**14. TERMINATION.**

- (a) Either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.



- (b) Either party may terminate this Agreement if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 shall also have the right to suspend performance of all or any of the Services, without liability, pending the rectification of any breach by Customer.
- (c) Either party may terminate this Agreement, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party.
- (d) In addition, Customer may, upon written notice to T2 terminate (i) the Wireless Data Services and/or (ii) any of the individual Digital Iris Services, if T2 breaches any of its obligations in respect of the terminated Services and fails to cure such breach within 30 days after receipt of a written request from Customer to do so.
- (e) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any of the Services for any reason:
  - (i) T2's obligation to provide the affected Services will terminate;
  - (ii) All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2's option, become immediately due and payable;
  - (iii) Subject to T2's right to set-off any amounts owing by Customer to T2 pursuant to (ii), above, T2 will refund to Customer any Fees which have been prepaid by Customer for any unused portion of the terminated Services;
  - (iv) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 in writing that it has done so;
  - (v) Customer may request T2 to provide a copy of all of Customer's data in a CSV file format at T2's standard fee therefor, as established by T2 from time to time; and
  - (vi) T2 may destroy, in its sole discretion, Customer's data remaining on the T2 System after either:
    - (A) receiving confirmation that Customer has a copy of any remaining data;
    - (B) providing Customer with a copy of any remaining data pursuant to Subsection 14 (e) (v) ; or
    - (C) 60 days after the expiration or termination of this Agreement, and
  - (vii) Sections 1, 4, 7, 8, 9, 10, 11, 12, 13, 14(e), 15, 16(c) and 16(i) shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.

## 15. DISPUTE RESOLUTION.

Dispute Resolution. In the event of any dispute arising out of this Agreement, the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both



parties. If they do not reach a solution within a period of 60 days (or such other longer period as the parties may agree), then either party may, on written notice to the other party, refer the dispute for settlement by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The costs of the arbitrator will be borne equally by the parties, but they will otherwise bear their respective costs incurred in connection with the arbitration. The parties shall select the arbitrator promptly and use commercially reasonable efforts to conduct the arbitration hearing no later than three (3) months after the arbitrator is selected. The arbitrator may not award punitive or exemplary damages against either party or any other relief in excess of the limitations set forth herein. The judgment and award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be. No action, regardless of form, arising out of or in connection with this Agreement may be brought by Customer more than twelve (12) months after the occurrence of the event giving rise to the cause of action, regardless of whether the Customer was aware or ought reasonably to have been aware of the event.

#### 16. GENERAL PROVISIONS.

- (a) Assignment. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2.
- (b) Entire Agreement. Customer acknowledges that this Agreement (including the Sales Quote(s)) comprises the entire understanding and agreement between parties regarding the Services and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Services. T2 may change, modify, add or remove portions of this Agreement at any time. T2 will notify Customer of any changes to this Agreement by posting notice of such changes on the T2 web site ([www.digitalpaytech.com](http://www.digitalpaytech.com)), by email, or by sending notice to Customer in accordance with subsection 16(g), below. Customer's continued use of the Services following notice of such change means that Customer agrees to and accepts the Agreement as amended. If Customer does not agree to any modification of this Agreement, Customer must immediately stop using the Services and notify T2 that it is terminating this Agreement.
- (c) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 8 ("Ownership") and Section 9 ("Confidentiality") would cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 15, the affected party will be entitled to seek and obtain temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.
- (d) Enurement. This Agreement shall be binding upon and enure to the benefit of T2, Customer and their respective successors and permitted assigns.
- (e) Force Majeure. Neither party shall be liable for delay or failure in performance (other than the making of payments) resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war, riot, fire, flood, or other disaster, acts of government, strike lockout, power failures, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and



the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed.

- (f) **Independent Contractors.** The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- (g) **Notices.** All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the applicable signatory at the address appearing on the Sales Quote(s) or at such other address as either party may designate by notice to the other.
- (h) **No Waiver.** No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.
- (i) **Publicity.** Except as expressly permitted in Section 9 ("Confidentiality"), neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.
- (j) **Severability.** If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.

**T2 SYSTEMS CANADA INC.**

XXX

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT "C"

Remit To:

LGP EQUIPMENT RENTALS, INC  
5545 E. GAGE AVE  
BELL GARDENS, CA 90201  
www.lgprentals.com

# Invoice

Closed	Invoice#
Mon 5/ 1/2017	100119

Customer #: 1029

**City of Huntington Park**  
6900 Bissell Street  
  
Huntington Park CA 90255

PO #: 2 Weeks Charge.

Date Out Mon 4/17/2017

Terms	Aging Date
On Account	Mon 5/ 1/2017

Ordered By: Mr. Juan Preciado

## Pickup

Pickup Date: Mon 5/ 1/2017 9:00AM

Used at Address: 6900 Bissell st ; HP.  
2 Weeks.

## Contact:

Phone:

Qty	Items	Disc%	Status	Returned Date	Price
1	Message Board Called Off #15 on 5/1/2017 for 5/1/2017		Returned	Mon 5/ 1/2017 9:00AM	\$1,500.00
1	Message Board Called Off #15 on 5/1/2017 for 5/1/2017		Returned	Mon 5/ 1/2017 9:00AM	\$1,500.00
1	Message Board Called Off #15 on 5/1/2017 for 5/1/2017		Returned	Mon 5/ 1/2017 9:00AM	\$1,500.00

220-8010-43113-10

**Please pay from this invoice.**

Rental and Sales:				Sales Tax:
\$4,500.00				\$393.75

## Current On Account

Total Amount: \$4,893.75		Total Paid \$0.00	Total Due \$4,893.75
323-569-0969 Phone		323-569-0930 Fax	



# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

September 5, 2017

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 BUDGET APPROPRIATION AND ALLOCATION OF CDBG FUNDS FOR THE PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT**

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

1. Approve budget appropriation of \$149,767 to the CDBG Fund account 239-8010-431.73-10; and
2. Authorize the Interim Finance Director to make the required FY 2017/18 Budget appropriation and allocation.

### **BACKGROUND**

Contract Change Order No. 7, replacement of the steel cables on Pacific Blvd in the sum of \$63,000 was approved on June 20, 2017. Funding for the Pacific Blvd Lighting and Beautification Project come from Community Development Block Grant (CDBG) funds. The contractor, Alfaro Communication Construction, Inc. (ACCI) anticipated completing cables the cable installation before the end of FY 16-17. However, due to a procurement issue of a key component the installation has been delayed.

### **FISCAL IMPACT/FINANCING**

Staff is requesting an additional budget appropriation of \$149,767 to account #239-8010-431.73-10. The requested allocation does not exceed the originally awarded grant funds of \$520,000, but only appropriates the unused budgeted funds from FY 2016/17 into FY 2017/18 to complete the project.

**APPROVE BUDGET APPROPRIATION AND ALLOCATION OF CDBG FUNDS FOR  
THE PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT**

September 5, 2017

Page 2 of 2

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Director of Public Works

**ATTACHMENT(S)**

- A. Contract Change Orders No. 7

## ATTACHMENT "A"

## CITY CONTRACT CHANGE ORDER AUTHORIZATION

City of HUNTINGTON PARK

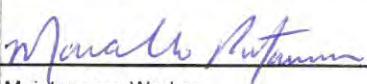
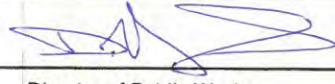
PROJECT:	PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT IMPROVEMENTS	CONTRACT NO.:	1667
		REF CCO REQUEST NO.:	CCOR09
CONTRACTOR:	Alfaro Communication Construction, Inc.	APPROVED CCO NO.:	07

### AUTHORIZATION TO PROCEED WITH THE FOLLOWING CHANGE ORDER:

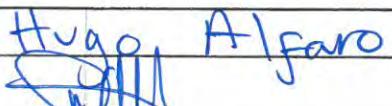
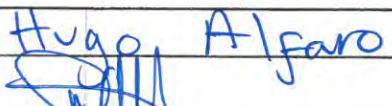
Description	Total
Replace Steel Cables connected to the light post (post to post).	\$70,298.05

<b>Original Approved Contract Amount:</b>	<b>\$404,750.00</b>
Previously Authorized Contract Change Orders:	\$92,143.63
Subtotal:	\$496,893.63
Authorized Amount For This Contract Change Order:	\$70,298.05
<b>Total Authorized Contract Amount To Date (Sum of The Above):</b>	<b>\$567,191.68</b>
Total Contract Days (Working) Per Contract:	50.00
Additional/Deductive Days (Working) Per Previously Authorized Contract Change Orders:	38.00
Additional/Deductive Days (Working) For This Contract Change Order:	0.00
<b>Total Authorized Contract Days (Working) To Date:</b>	<b>88.00</b>
<b>Date of Notice to Proceed</b>	<b>04/17/17</b>
<b>Original Completion Date:</b>	<b>06/27/17</b>
<b>Revised Completion Date Including This Contract Change Order:</b>	<b>08/21/17</b>

### APPROVAL BY CITY

Project Inspector		Approved by:	
Name:	Marcello Retemosa	Name:	Daniel Hernandez
Signature:		Signature:	
Title:	Maintenance Worker	Title:	Director of Public Works
Date:	6/15/2017	Date:	6/15/2017

### 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:	President
	Date:	7/11/17

INFO TO BE ENTERED BY CITY	COMMON PROJECT INFO
INFO TO BE ENTERED BY CONTRACTOR	INFO TO BE ENTERED BY RE/CMC/PM

CONTRACT UPDATE INFO



# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

September 5, 2017

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

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

1. Appoint Daniel Hernandez as the primary board member and Christina Dixon, Juan Preciado and Mario Lopez as the alternate(s) board members; and
2. Adopt Resolution No. 2017-30, appointing a member and alternate(s) to the governing board of the Gateway Water Management Authority ("Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority").

### **BACKGROUND**

On June 6, 2017, City Council appointed Daniel Hernandez as the primary board member with Christina Dixon, Juan Preciado and Mario Lopez appointed as alternate board members with all terms expiring September 30, 2017. It is necessary to adopt a new Resolution (Attachment B) showing the new terms, effective October 1, 2017- September 30, 2019 with the name, not title, of the City's representative and up to three alternate(s).

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact.

### **CONCLUSION**

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

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

September 5, 2017

Page 2 of 2

Respectfully submitted,



EDGAR P. CISNEROS

City Manager



Daniel Hernandez

Director of Public Works

**ATTACHMENT(S)**

- A. Los Angeles Gateway Region Integrated Regional Water Management JPA Bylaws.
- B. Resolution No. 2017-30, appointing a member and alternate(s) to the governing board of the Gateway Water Management Authority (“Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority”).

## ATTACHMENT "A"

BYLAWS  
OF  
THE LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER MANAGEMENT  
JOINT POWERS AUTHORITY  
EFFECTIVE OCTOBER 12, 2015

ARTICLE 1. AUTHORITY

Section 1. Authority. These bylaws are adopted pursuant to the authority of Section 6(e)(8) of the Joint Powers Agreement (“Agreement”) of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“Authority”).

ARTICLE 2. MEMBERS OF THE BOARD OF GOVERNORS

Section 1. Board Member Term of Office. The term of office for Board Members and Alternate Board Members (collectively “Board Member” or “Board Members”) of the Governing Board (“Board”) shall commence on October 1st of each odd-numbered year and terminate on September 30th two years later. The terms of all Board Members of the Governing Board shall run consecutively and shall not be staggered.

Section 2. Current Terms of Office. The terms of office of Board Members whose terms have not expired on the date these Bylaws are adopted shall continue to hold office until September 30, 2017.

Section 3. Appointment to Fill Vacancy. Board Members appointed to fill a vacancy on the Board shall hold office for the remainder of the unexpired term.

Section 4. Manner of Appointment. A Member agency may appoint a member of its legislative body to the Board by minute action. Alternatively, a Member agency may appoint persons other than a member of the Member agency’s legislative body to the Board only by adoption of a resolution.

Section 5. Only Individuals can be Appointed to the Board. Member agencies must appoint Board Members by name and not by position or title.

Section 6. Board Members and Alternate Board Members. Each Member Agency may not appoint more than one Member and three Alternate Members.

Section 7. Contracts with Independent Contractor Board Members. The Board cannot approve a contract with an independent contractor Board Member or his or her firm or a contract in connection with which the independent contractor Board Member or his or her firm will be a sub-contractor.

Section 8. Amendments to Bylaws. These bylaws can be amended by the affirmative vote of a majority of the Board Members.

## ATTACHMENT “B”

## **RESOLUTION NO. 2017-30**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPOINTING A MEMBER AND ALTERNATE(S) TO THE GATEWAY WATER MANAGEMENT AUTHORITY ("LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY")

**WHEREAS**, the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

**WHEREAS**, the City of Huntington Park is a member of the GWMA; and

**WHEREAS**, under the GWMA Joint Powers Agreement, each member agency shall appoint one Member and one Alternate Member to the Governing Board and under the GWMA Bylaws may appoint three additional Alternate Members; and

**WHEREAS**, pursuant to the GWMA Bylaws the Member and Alternate Members appointed by this resolution shall hold office, effective October 1, 2017 - September 30, 2019.

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

**SECTION 1.** \_\_\_\_\_ is appointed to serve as the GWMA Board Member representing Huntington Park.

**SECTION 2.** \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ are appointed to serve as alternate Board Members representing Huntington Park.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of September 2017.

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Marilyn Sanabria, Mayor

**ATTEST:**

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Donna G. Schwartz, CMC  
City Clerk