

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, November 6, 2018

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

Jhonny Pineda
Mayor

Karina Macias
Vice Mayor

Graciela Ortiz
Council Member



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

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

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

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

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

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the

attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Proclamation Proclaiming November 5-9, 2018, as "National Key Club Week"

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1) [One Matter]
HP Automotive and Tow, Inc., dba Huntington Park Tow Service v. City of
Huntington Park, et al.
Los Angeles Superior Court Case No. VC066929

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held October 16, 2018.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated November 6, 2018

CITY MANAGER

3. Consideration and Approval of an Award of Contract to Alfredo De La Torre Construction Service in Connection with the City's Lead Based Paint Hazard Control Program for Property Located at 6730 Plaska Avenue, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Alfredo De La Torre Construction Service for an amount of \$9,200 to remediate lead-based paint hazards interventions on a single-family unit located at 6730 Plaska Avenue; and
2. Authorize City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

4. Consideration and Approval of an Award of Contract to Sarahang Construction Inc. in Connection with the City's Lead Based Paint Hazard Control Program for Property Located at 6321 Gentry Street, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Construction, Inc. for an amount of \$13,150 to remediate lead-based paint hazards interventions on a three (3) multi-family unit located at 6321 Gentry Street (6321, 6321 B, & 6321 C); and
2. Authorize City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

CONSENT CALENDAR (CONTINUED)

CITY MANAGER (CONTINUED)

- 5. Consideration and Approval of an Award of Contract to Sarahang Construction Inc. in Connection with the City's Lead Based Paint Hazard Control Program for Property Located at 6700 Hollenbeck Street, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Construction, Inc. for an amount of \$27,375 to remediate lead-based paint hazards interventions on a single-family unit located at 6700 Hollenbeck Street; and
2. Authorize City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

- 6. Consideration and Approval of an Award of Contract to So Cal Construction Services in Connection with the City's Lead Based Paint Hazard Control Program for Property Located at 6341 Bissell Street, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with So Cal Construction Services for an amount of \$7,645 to remediate lead-based paint hazards interventions on a single-family unit located at 6341 Bissell Street; and
2. Authorize City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

- 7. Consideration and Approval of an Award of Contract to JK Construction in Connection with the City's Lead Based Paint Hazard Control Program for Property Located at 4137 Cudahy Street, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with JK Construction for an amount of \$7,500 to address minor home repairs on a single-family unit located at 4137 Cudahy Street; and
2. Authorize City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY ATTORNEY

8. **Consideration and Approval of an Ordinance Amending Ordinance No. 2016-946, Repealing Section 3-1.2404B of Title 3 "Finance", Chapter 1 "Business Licensing", Article 24 "Medical Marijuana Business Permits," of the Huntington Park Municipal Code**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive first reading and introduce Ordinance No. 2018-968 Amending Ordinance 2016-946, repealing Section 3-1.2404B of Title 3, Chapter 1, Article 24 of the Huntington Park Municipal Code; and
2. Schedule the second reading and adoption of said ordinance at the next regular city council meeting.

FINANCE

9. **Consideration and Approval to Amend Professional Services Agreement with Prime Strategies for Government Consulting and Advocacy Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve First Amendment to Professional Services Agreement (PSA) with Prime Strategies, LLC for Government Consulting and Advocacy Services;
2. Approve an appropriation in the amount of \$120,000 from account #111-9010-419.56-41; and
3. Authorize City Manager to negotiate and execute the agreement.

POLICE

10. **Consideration and Approval of Acceptance of Grant Funds and Appropriation of Matching Funds for the United States Department of Justice Bulletproof Vest Partnership (BVP) Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve acceptance of federal grant funds for the Police Department in the amount of \$7,158 from the U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) grant program, account #233-0000-331.10-30 and approve an appropriation of \$7,158 in account #233-7010-421.74-10; and
2. Authorize the Chief of Police to purchase necessary bulletproof vests in accordance with grant funding and the City's purchasing criteria.

REGULAR AGENDA (CONTINUED)

POLICE (CONTINUED)

11. Consideration and Approval to Purchase Motorola APX-8000 and APX-8500 All-Band Portable and Mobile Radio Systems Compatible with the Interagency Communications Interoperability (ICI) Radio System

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Find that granting authority to execute the referenced agreement is exempt from California Environmental Quality Act ("CEQA") review, because it is a continuing administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines Section 15378;
2. Authorize City Manager to execute an agreement with Motorola Solutions Inc. for the lease-purchase of Motorola APX-8000 and APX-8500 all-band portable and mobile radios to replace the police department's current XTS-1500 and CDM-1250 radios at a total cost of \$703,000.83 over the course of 3 years; and
3. Authorize Chief of Police to purchase the new Motorola APX-8000 and APX-8500 radios from Motorola Solutions Inc., as a sole source vendor.

12. Consideration and Approval of Fiscal Year (FY) 2018-2019 Selective Traffic Enforcement Program (STEP) Agreement and Acceptance of Grant Funding

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve and accept funding for the Police Department provided by the State of California Office of Traffic Safety (OTS) through the Selective Traffic Enforcement Program (STEP), totaling \$70,000 for FY 2018-19 and \$25,501 for FY 2017-18;
2. Authorize City Manager to execute the Standard Agreement for FY 18-19 Selective Traffic Enforcement Program (STEP) between the City of Huntington Park and the State of California Office of Traffic Safety (OTS); and
3. Authorize estimated revenues in the amount of \$95,501 to account #224-0000-335.30.96 and approve a budget appropriation in the amount of \$95,501 to the OTS expenditure accounts (Fund 224) detailed in the fiscal impact section of this report.

REGULAR AGENDA (CONTINUED)

POLICE (CONTINUED)

13. Consideration and Approval of an Agreement with Knightscope Inc. for a Service Subscription for a K5 Model Autonomous Robot and Software

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute a Machine-as-a-Service Subscription Agreement between Knightscope Inc. and the City of Huntington Park for a term of 1 year, with automatic 1 year renewals, until either party decides to terminate the agreement with proper notice in accordance with the termination clause of the agreement; and
2. Authorize the City Manager to acquire the K5 robot and deploy the robot in the community for enhanced public safety and data collection service in areas of the community deemed beneficial from use of the K5 robot.

PARKS AND RECREATION/PUBLIC WORKS

14. Consideration and Approval for Additional Budget Appropriation for Purchase and Installation of Holiday Decorations for Palm Trees on Pacific Boulevard and Refurbishment of City Owned Skyline Holiday Decorations for Pacific Boulevard

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve authorization of Christmas Light Decorators for the purchase of holiday palm tree decoration lights;
2. Approve authorization of Hernandez Signs for the refurbishment of existing City owned skyline decorations;
3. Approve additional budget appropriation of \$4,497.00 into account number 111-6010-451.61-20 from the General Fund; and
4. Authorize Finance Director to make necessary adjustments to City Budget.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

15. Consideration and Approval of a Vehicle Surplus and Authorization to Dispose of said Vehicles

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve list of vehicles as surplus; and
2. Authorize Public Works Department to sell (dispose) via auction.

16. Consideration and Approval of Award of Services to Infrastructure Engineering (IE) to Perform Labor Compliance for the Pacific Boulevard Pedestrian and Transportation Improvement Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Request for Services to perform Labor Compliance by Infrastructure Engineers for the Pacific Boulevard Pedestrian and Transportation Improvement Project for the amount of \$14,886.

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

17. Consideration and Approval of Resolution Adopting the 2030 City of Huntington Park General Plan and Certification of an Environmental Impact Report (EIR) Under the California Environmental Quality Act (CEQA)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2018-27 adopting the proposed 2030 City of Huntington Park General Plan and certification of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA).

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Graciela Ortiz

Council Member Marilyn Sanabria

Vice Mayor Karina Macias

Mayor Jhonny Pineda

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, November 20, 2018, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 1st day of November 2018.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, October 16, 2018

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, October 16, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Noel Tapia, Assistant City Attorney; Cynthia Norzagaray, Director of Parks and Recreation; Daniel Hernandez, Director of Public Works; Sergio Infanzon, Director of Community Development; Nita McKay, Director of Finance/Acting Director of Human Resources and Donna G. Schwartz, City Clerk.

INVOCATION

Invocation was led by Mayor Pineda.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Lizette Bautista, Maywood Center for Enriched Studies.

PRESENTATIONS

Council presented a "Certificate of Appreciation," to Lizette Bautista for leading the Pledge of Allegiance.

Metro Director and Mayor of City of Long Beach Robert Garcia of the Los Angeles Metropolitan Transportation Authority gave an update on Metro Projects in the Gateway Region that Benefit Huntington Park Residents and Businesses.

Mayor Pineda **motioned** to add an additional presentation, motion passed by one motion.

Esmeralda Ponce and Lizet Bautista spoke on their Experience in the Young Senators Program

Pamela Manning, Government Relation Representative from the Los Angeles County Department of Public Works (DPW) gave a PowerPoint presentation on the Safe Clean Water Program - Measure W

Introductions by Mayor Pineda of Delegation of Mayors from Guatemala.

City Manager Ricardo Reyes announced a revised regular agenda item 8 staff report was distributed to council at the beginning of the meeting and that the City Clerk has copies available for the public.

PUBLIC COMMENT

1. Jose Gurdamuz, commented on an issue regarding immigrants from Nicaragua.
2. Catherine Bueno, Huntington Park Library, announced that the LA County Department of Public Health will be hosting a Flu Clinic on Wednesday, October 24, 2018 from 1-3 p.m. at the Huntington Park Library.
3. Andy Rodriguez, spoke in regards to voting.

4. Rolando Montalvo Jr., spoke in opposition to public safety and issues he has been having and asked what he can do.

Assistant City Attorney Noel Tapia informed Mr. Montalvo that Council cannot answer any questions during public comment.

STAFF RESPONSE

City Manager Ricardo Reyes responded to the comment made by Mr. Montalvo regarding asking for assistance with regard to public safety stating staff has addressed his concerns and there is no further action that can be taken.

CLOSED SESSION

At 7:15 p.m. Assistant City Attorney Noel Tapia recessed to closed session.

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Human Resources Director
Employee Organization: General Employees Association (GEA)
2. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Government Code Section 54957.9(d)(4) – [Two Matters]
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Case name: MKay v. City of Huntington Park, et al.

At 8:54 p.m. Mayor Pineda reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

Assistant City Attorney Noel Tapia announced all Council Members were present, stating Council was briefed and discussed closed session items 1-3. Items 1-3) no action was taken, noting to report.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve consent calendar, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Ortiz, Sanabria, Vice Mayor Macias and Mayor Pineda
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 October 2, 2018.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated October 16, 2018.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY COUNCIL

3. **Council Appointment to Youth Commission**

City Manager Ricardo Reyes presented the item.

Vice Mayor Macias appointed **Brandon Valdez** to the Youth Commission.

Council Member Ortiz directed staff to update the commissions on the city's webpage.

COMMUNITY DEVELOPMENT

4. Consideration and Approval to Submit a Grant Application for Funding to Create a Transit Oriented Development (TOD) Strategic Implementation Plan for the West Santa Ana Branch (WSAB) Project

City Manager Ricardo Reyes presented the item.

Motion: Council Member Ortiz moved to approve submittal of a grant application requesting funding to create a Transit Oriented Development Strategic Implementation Plan (TOD SIP) for the West Santa Ana Branch Project, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

5. Consideration and Approval for Authorization to Sponsor and Participate in the Eco-Rapid Transit Summit on October 25th and 26th, 2018 and Authorize Staff to Fund and Participate in the Eco-Rapid Transit Mobile Workshop to be held at Salt Lake Park on October 25, 2018

City Manager Ricardo Reyes presented the item.

Motion: Council Member Ortiz moved to authorize staff to sponsor and participate in the Eco-Rapid Transit Summit on October 25th and 26th, 2018 and authorize staff to fund and participate in the Eco-Rapid Transit Mobile Workshop at Salt Lake Park on October 25th, 2018, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

PARKS AND RECREATION

6. Consideration and Approval of Authorization and Ratification of Certain Expenditures for the City of Huntington Park's 2018 Holiday Parade

City Manager Ricardo Reyes presented the item.

Motion: Council Member Sanabria moved to authorize and ratify the expenditures in a not-to-exceed amount of \$56,000 for TV production, TV Broadcasting and Parade Security for the 2018 Holiday Parade, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

7. Consideration and Approval of Authorization and Ratification of Certain Expenditures for Production Services with Pageantry Parades to Plan and Produce the City of Huntington Park's 2018 and 2019 Holiday Parades

City Manager Ricardo Reyes presented the item.

Motion: Council Member Sanabria moved to approve authorization of Pageantry Parades as a sole source, in a not-to-exceed amount of \$31,350 for the Annual Holiday Parade Production of 2018 and 2019 and authorize City Manager to enter into a two-year professional services agreement with Pageantry Parades to plan and produce the 2018 and 2019 holiday parades, seconded by Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

8. Consideration and Approval of Expenditures for Holiday Tree Decorations at City Hall

City Manager Ricardo Reyes presented the item.

Motion: Council Member Sanabria moved to approve the revised staff report distributed before the start of the meeting with the following recommendations and moved to authorize the use of City Art in Public Places funds included in the FY 2018-19 adopted budget for the 3rd and final year agreement with Ambius and authorize the use of City Art in Public Places funds included in the FY 2018-19 adopted budget for additional holiday decorations from St. Nick's Christmas Lighting and Décor along the exterior and interior arches of City Hall, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

END OF REGULAR AGENDA

PUBLIC HEARING

FINANCE

9. Consideration and Approval of a Resolution Approving Amendments to the City of Huntington Park's Master Fee Schedule

City Manager Ricardo Reyes announced the item and introduced Finance Director Nita McKay who presented the staff report.

Mayor Pineda opened up public comment, there being none, closed public comment.

Motion: Council Member Sanabria moved to adopt Resolution No. 2018-26, Revising Certain Fee Amounts for City Services in Accordance with the City of Huntington Park Master Fee Schedule, seconded by Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS None.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, nothing to report.

Council Member Graciela Ortiz, invited the public to the State of the Address on Saturday, October 27, 2018 at 10:00 a.m. Robert H. Keller Memorial Park and wished all a good night.

Council Member Marilyn Sanabria, thanked everyone and staff and invited the public to the Haunt’ington Park Halloween Festival on Wednesday, October 31, 2018 from 5-9 p.m. at Robert H. Keller Park.

Vice Mayor Karina Macias, thanked staff and invited the public to attend the Haunt’ington Park Halloween Festival and the State of the Address.

Mayor Jhonny Pineda, nothing to report.

ADJOURNMENT

At 9:43 p.m. Mayor Pineda adjourned the City of Huntington Park City Council in memory of Officer Robert H. Keller for his exemplary service to his country in the United States Navy and service to the citizens of Huntington Park during his employment as a Police Officer, End of Watch, October 5, 1967 to a Regular Meeting on Tuesday, November 6, 2018, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC
City Clerk

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmnt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR-11-6-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
3M	TP09594	221-8012-429.61-20	SIGN FABRICATION MATERIAL	529.11
	TP09635	221-8012-429.61-20	SIGN FABRICATION MATERIAL	54.20
				\$583.31
ABI DOCUMENT SUPPORT SERVICES, LLC	OPP170044-01-01	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	160.85
	OPP170044-03-01	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	75.06
				\$235.91
ADAPT CONSULTING, INC.	22816B	287-8057-432.54-00	CUSTOM PRINT-SHOP TOWEL	1,938.51
	22811B	287-8057-432.61-20	OIL FILTER WRENCHES	2,382.72
	22813B	287-8057-432.61-20	CUSTOM PRINT-BAG	440.20
	22814B	287-8057-432.61-20	CUSTOM PRINT-FUNNEL	397.26
				\$5,158.69
AFSCME COUNCIL 36	PPE 10/07/2018	802-0000-217.60-10	GEA AFSCME DUES	694.26
				\$694.26
ALFARO COMMUNICATIONS CONSTRUCTION	1	205-8010-431.73-10	PACIFIC BL IMPROVMNT PROJ	222,549.28
	1	221-4010-431.73-10	PACIFIC BL IMPROVMNT PROJ	20,468.14
				\$243,017.42
ALFREDO LOPEZ	70006/70177	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
ALICIA SALAZAR	70084/70266	111-6060-466.33-20	CONTRACT INSTRUCTOR	73.60
				\$73.60
ALVARADO, SERGIO	21793-22164	681-0000-228.70-00	FINAL BILL REFUND	88.72
				\$88.72
ALVAREZ-GLASMAN & COLVIN	2018-08-17676	111-0220-411.32-70	LEGAL SERVICES 8/2018	42,409.64
	2018-08-17677	111-0220-411.32-70	LEGAL SERVICES 8/2018	760.00
	2018-07-17654	745-9031-413.32-70	LEGAL SERVICES 7/2018	1,755.63
	2018-07-17655	745-9031-413.32-70	LEGAL SERVICES 7/2018	2,825.00
	2018-07-17656	745-9031-413.32-70	LEGAL SERVICES 7/2018	3,934.30
	2018-07-17657	745-9031-413.32-70	LEGAL SERVICES 7/2018	525.00
	2018-07-17658	745-9031-413.32-70	LEGAL SERVICES 7/2018	622.51
	2018-07-17659	745-9031-413.32-70	LEGAL SERVICES 7/2018	608.50
	2018-08-17678	745-9031-413.32-70	LEGAL SERVICES 8/2018	3,913.50
	2018-08-17679	745-9031-413.32-70	LEGAL SERVICES 8/2018	4,535.82
				\$61,889.90
AMERICAN CELEBRATIONS	193375	111-7010-421.61-20	PD EVENT SUPPLIES	7.74
				\$7.74
AMERICAN EXPRESS	21105178263	111-0240-466.55-42	COMMUNITY BLOCK PARTY EXP	445.00
	851808982	111-1010-411.59-15	CLERK ELECTION SEMINAR	475.00
	5098836	111-5010-419.59-15	LODGING EXPENSE-CONFERNCE	531.92
	5122818	111-5010-419.59-15	LODGING EXPENSE-CONFERNCE	797.88
	10003017106	111-6010-451.59-15	CONFERENCE REGISTRATION	440.00
	10003017203	111-6010-451.59-15	CONFERENCE REGISTRATION	440.00
	100030350833	111-6010-451.59-15	CPRS MEMBERSHIP	145.00
	10003035952	111-6010-451.59-15	CONFERENCE REGISTRATION	440.00
	5261487333528	111-6010-451.59-15	FLIGHT EXPENSE-CONFERENCE	193.97

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AMERICAN EXPRESS	526148733529	111-6010-451.59-15	FLIGHT EXPENSE-CONFERENCE	193.97
	5261487602755	111-6010-451.59-15	FLIGHT EXPENSE	193.97
	4ZXQE3Q7Y5C	111-6010-451.61-20	P&R OFFICE SUPPLY	48.56
	000051328	111-6020-451.61-35	AFTER SCHOOL SUPPLIES	63.45
	10016139	111-6060-466.61-20	AFTER SCHOOL SUPPLIES	158.25
	20047892	111-6065-466.61-20	SENIOR EXCURSION TICKETS	46.00
	000013090012	111-7010-421.59-15	LODGING EXPENSE	1,313.28
	000014090011	111-7010-421.59-15	LODGING EXPENSE	122.82
	28799235	111-7010-421.59-15	INTERROGATION CLASS 10/9	75.00
	28808314	111-7010-421.59-15	INTERROGATION CLASS 10/9	75.00
	28812651	111-7010-421.59-15	INTERROGATION CLASS 10/9	75.00
	91856663	111-7010-421.59-15	CRIME ANALYST CONFERENCE	575.00
	0378591104	111-7010-421.59-20	LODGING EXPENS-TRFC COURS	555.59
	255IA0IJJK	111-7010-421.59-20	NEGOTIATION COURSE	198.00
	0	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	62.00
	00283889	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	41.46
	10156320180	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	47.30
	039402780	111-8020-431.59-15	AIRPORT PARKING EXPENSE	120.00
	37381786872	111-8020-431.59-15	ADA PRESENTATION SUPPLIES	51.05
	8XD5SYHX	111-8020-431.59-15	PW DROPBOX SUBSCRIPTION	450.00
	EARX7MBA	111-8020-431.59-15	TRANSPORTATION EXPENSE	30.93
	KEFW7DFE	111-8020-431.59-15	TRANSPORTATION EXPENSE	9.48
	7KSQA0XWX3	221-8014-429.74-10	COMPUTER CABLES PURCHASE	14.58
	3PECSSLA78R	239-6060-466.61-20	AFTERSCHOOL SUPPLIES	487.74
	5PBUFRNCYN	239-6060-466.61-20	AFTERSCHOOL SUPPLIES	762.06
	AJ3O0E74B5C	741-8060-431.59-15	APWA MEMBERSHIP DUES	145.50
	2KX0ZY6GPQ1	741-8060-431.74-10	FLEET OPERATIONS MONITOR	199.99
	5AV55KEBXUI	741-8060-431.74-10	PW FLEET OPERATIONS CMPTR	565.13
				\$10,589.88
APPERSON PRINT RESOURCES, INC	INV057600	111-3010-415.61-20	ADMIN CITATION BOOKS	3,484.18
				\$3,484.18
ARAMARK UNIFORM & CAREER APPAREL	533681104	741-8060-431.56-41	PW UNIFORM SERVICE	105.75
	533698327	741-8060-431.56-41	PW UNIFORM SERVICE	117.74
	533715567	741-8060-431.56-41	PW UNIFORM SERVICE	110.07
				\$333.56
ARROYO BACKGROUND INVESTIGATIONS	1755	111-7010-421.56-41	PD POST BACKGROUND	400.00
	1763	111-7010-421.56-41	PD POST BACKGROUND	800.00
				\$1,200.00
ASSOCIATED CONSULTING CIVIL	9437/21000	111-0000-322.10-10	ELECTRICAL PERMIT REFUND	67.36
				\$67.36

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AT&T	10/21-11/20/18	111-9010-419.53-10	COMMUNITY CENTER INTERNET	64.25
	10/23-11/22/18	111-9010-419.53-10	PW YARD INTERNET SERVICE	64.25
	10/28-11/27/18	111-9010-419.53-10	RAUL R PEREZ PARK INTERNET	54.25
	10/28-11/27/18	111-9010-419.53-10	FREEDOM PARK INTERNET	54.25
	11/1-11/30/18	111-9010-419.53-10	SALT LAKE PARK INTERNET	64.25
				\$301.25
AT&T PAYMENT CENTER	8/28-9/27/18	111-7010-421.53-10	PD PHONE SERVICE	602.65
	10/7-11/6/2018	111-9010-419.53-10	CITY WIDE PHONE SERVICE	33.03
	10/7-11/6/2018	111-9010-419.53-10	CITY WIDE PHONE SERVICE	33.03
	10/7-11/6/2018	111-9010-419.53-10	CITY WIDE PHONE SERVICE	33.03
	10/7-11/6/2018	111-9010-419.53-10	CITY WIDE PHONE SERVICE	33.03
	10/7-11/6/2018	111-9010-419.53-10	CITY WIDE PHONE SERVICE	100.51
	10/7-11/6/2018	111-9010-419.53-10	CITY WIDE PHONE SERVICE	194.01
	10/7-11/6/2018	111-9010-419.53-10	CITY WIDE PHONE SERVICE	80.35
				\$1,109.64
BARR & CLARK INC	46896	246-0298-463.56-41	LEAD TEST-6604 TEMPLETON	270.00
	46898	246-0298-463.56-41	LEAD INSPECT-6726 NEWELL	540.00
	46899	246-0298-463.56-41	LEAD INSPECT-6726 1/2 NEW	540.00
	46985	246-0298-463.56-41	LEAD TEST-7052 STATE ST	294.00
	46986	246-0298-463.56-41	LEAD INSPECT-6604 TEMPLTN	210.00
				\$1,854.00
BENEFIT ADMINISTRATION CORPORATION	6027928-IN	111-2030-413.56-41	FLEX ADMIN FEES 9/2018	80.00
				\$80.00
BENNETT LANDSCAPE	207712	231-8010-415.56-41	LANDSCAPE SRVC 10/2018	2,221.68
	207712	535-8090-452.56-60	LANDSCAPE SRVC 10/2018	18,858.32
				\$21,080.00
BEST POOL SERVICE, LLC	10009271	111-8023-451.61-20	SPLASH PAD CLEANING 5/18	480.00
				\$480.00
BLANCA LAINEZ	69482/70338	111-0000-228.20-00	DEPOSIT REFUND	78.00
				\$78.00
BLOB, LLC	22965-2416	681-0000-228.70-00	FINAL BILL REFUND	53.22
				\$53.22
BOUFFARD, WILLIAM JR	13355-25242	681-0000-228.70-00	FINAL BILL REFUND	15.52
				\$15.52
BRIZUELA'S IRON WORK	0746	111-8022-419.43-10	WELDING SERVICES	1,093.90
	0746	111-8023-451.43-10	WELDING SERVICES	556.10
	0741	535-8090-452.43-20	WELDING SERVICES	1,435.60
	0742	535-8090-452.43-20	METAL FRAME-SLP PLANTERS	1,314.00
				\$4,399.60
BROADCAST MUSIC INC	33072873	111-6010-451.56-41	P&R MUSIC LICENSE RIGHTS	694.00
				\$694.00
CARLOS HERNANDEZ	70105/70386	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
CARLOS LUIS	10/7-10/10/2018	111-5010-419.59-15	MILEAGE REIMBURSEMENT	132.98
				\$132.98

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CELICA QUINONES	070251	111-6020-451.61-35	DAY OF THE DEAD SUPPLIES	5.98
	573991	111-6020-451.61-35	DAY OF THE DEAD SUPPLIES	33.08
	900395	111-6020-451.61-35	DAY OF THE DEAD SUPPLIES	22.95
				\$62.01
CENTRAL BASIN MWD	HP-SEP18	681-8030-461.41-00	POTABLE WATER 9/2018	66,321.76
				\$66,321.76
CENTRAL FORD	325169	219-8085-431.43-21	SHUTTLE SEAT BELT COVER	24.41
	325641	741-8060-431.43-20	AUTO PARTS-CONTROLLER	639.11
	325828	741-8060-431.43-20	AUTO PARTS-RIM & SENSOR	300.61
	C35769	741-8060-431.43-20	ABS MODULE SERVICE	135.00
				\$1,099.13
CHARTER COMMUNICATIONS	0511379100318	111-7010-421.53-10	PD INTERNET 10/13-11/12	124.98
	0019175092218	111-9010-419.53-10	CITY HALL CABLE 10/1-10/31/18	22.28
	0444795102218	111-9010-419.53-10	CITY HALL INTERNET 11/2-12/01/18	1,999.00
	0511353100918	111-9010-419.53-10	CITY HALL INTERNET 10/19-11/18	154.97
				\$2,301.23
CHRISTMAS LIGHT DECORATORS	021856	232-6010-419.56-41	HOLIDAY DECORATIONS	2,389.48
				\$2,389.48
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 10/07/2018	802-0000-217.30-30	MEDICAL REIMBURSEMENT 125	732.22
				\$732.22
CITY OF HUNTINGTON PARK GEA	PPE 10/07/2018	802-0000-217.60-10	GEN EMPLOYEE ASSN DUES	122.50
				\$122.50
CLINICAL LAB OF SAN BERNARDINO, INC	965098	681-8030-461.56-41	WATER QUALITY TEST 9/2018	931.00
				\$931.00
COLONIAL SUPPLEMENTAL INSURANCE	PPE 10/07/2018	802-0000-217.50-40	COLONIAL SUPPLEMENTAL	1,049.12
				\$1,049.12
COMMUNITY VETERINARY HOSPITAL	355864	111-7030-421.61-20	PD K9 MEDICAL SERVICES	38.00
				\$38.00
CONRAD S. CHACON	10/15-10/19/18	111-7010-421.59-15	PER DIEM-MNGR COURSE	243.00
				\$243.00
COPY SET	3356	287-8055-432.54-00	CLEAN UP EVENT PRINTS	66.15
				\$66.15
COUNTY OF L.A. DEPT OF PUBLIC WORKS	PW-18081600653	221-8014-429.56-41	TRAFFIC SIGNL MAINT 6/18	268.37
				\$268.37
CRISPINA DIAZ	69331/70224	111-0000-347.50-00	CLASS CANCELLATION REFUND	70.00
				\$70.00
CYNTHIA NORZAGARAY	091073	111-6010-451.61-20	PARKING EXPENSE	13.50
	1-20-193759	111-6020-451.61-35	DAY OF THE DEAD SUPPLIES	43.58
	10/17/18	111-6020-451.61-35	DAY OF THE DEAD SUPPLIES	5.00
				\$62.08
DATA TICKET INC.	86692	111-5055-419.56-41	ADMIN CITE PROCESS 1/2018	25.00
	89244	111-5055-419.56-41	ADMIN CITE PROCESS 4/2018	25.00
	90497	111-5055-419.56-41	ADMIN CITE PROCESS 6/2018	25.00
	91794	111-5055-419.56-41	ADMIN CITATION 7/2018	30.00

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DATA TICKET INC.	92421	111-5055-419.56-41	ADMIN CITATION 8/2018	37.60
	93428	111-7065-441.56-41	CITATION PROCESS 9/2018	184.50
	94126	111-9010-415.56-15	CITATION PROCESS 9/2018	9,104.58
	94126	111-9010-419.53-10	CITATION PROCESS 9/2018	597.32
	86692	239-5055-419.56-41	ADMIN CITE PROCESS 1/2018	25.00
	89244	239-5055-419.56-41	ADMIN CITE PROCESS 4/2018	25.00
	90497	239-5055-419.56-41	ADMIN CITE PROCESS 6/2018	25.00
	91794	239-5055-419.56-41	ADMIN CITATION 7/2018	20.00
	92421	239-5055-419.56-41	ADMIN CITATION 8/2018	12.40
				\$10,136.40
DATAPROSE, INC.	DP1803065	681-3022-415.53-20	WATER BILLS POSTAGE 9/2018	1,304.06
	DP1803065	681-3022-415.56-41	WATER BILLS 09/2018	918.48
				\$2,222.54
DAVID VALDOVINOS	70120	111-6060-466.33-20	CONTRACT INSTRUCTOR	22.40
	70120/70211	111-6060-466.33-20	CONTRACT INSTRUCTOR	67.20
	70251/70261	111-6060-466.33-20	CONTRACT INSTRUCTOR	44.80
				\$134.40
DAY WIRELESS SYSTEMS	464439	111-7022-421.61-29	WIRELESS HEADSET REPAIR	412.50
				\$412.50
DEBRA MARTINEZ	10/7-10/10/2018	111-5010-419.59-15	MILEAGE REIMBURSEMENT	132.98
	10/7-10/10/2018	111-5010-419.59-15	PARKING REIMBURSEMENT	84.00
				\$216.98
DELTA DENTAL INSURANCE COMPANY	BE003045545	802-0000-217.50-20	DENTAL CARE PMI 10/2018	2,551.54
	BE003048160	802-0000-217.50-20	DENTAL PREMIUM 10/2018	9,023.82
				\$11,575.36
DEPARTMENT OF CORONER	19ME0019	111-7030-421.56-41	PD AUTOPSY REPORTS	82.00
				\$82.00
DEPARTMENT OF JUSTICE	329368	111-7030-421.56-41	PD FINGERPRINT APPS 9/2018	854.00
				\$854.00
DF POLYGRAPH	2018/9	111-7010-421.56-41	PD POLYGRAPH EXAMS	350.00
				\$350.00
DFM ASSOCIATES	2018	111-1010-411.61-20	CLERK CA ELECTION CODE BOOK	53.63
				\$53.63
DOMINGUEZ, ALDO	23127-21146	681-0000-228.70-00	FINAL BILL REFUND	932.09
				\$932.09
DUNN EDWARDS CORPORATION	2009258601	111-8024-421.43-10	PD PAINT SUPPLIES	258.81
				\$258.81
EDWIN RUANO	7738	111-8024-421.43-10	PD CARPET & VINYL WALL INSTALL	1,885.00
				\$1,885.00
ELENA MARIA VIERA TRUST	20365-2210	681-0000-228.70-00	FINAL BILL REFUND	194.07
				\$194.07
EMERGENCY RESPONSE CRIME SCENE	T2018-828	111-7030-421.56-41	HAZMAT CLEANING & DISPOS	850.00
				\$850.00

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ESTELA RAMIREZ	70172/70264	111-6060-466.33-20	CONTRACT INSTRUCTOR	187.20
				\$187.20
EUDELIA ZARATE	68256/70275	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
EWING IRRIGATION PRODUCTS, INC.	5454639	535-8090-452.61-20	IRRIGATION HARDWARE	136.96
				\$136.96
EXPRESS TRANSPORTATION SERVICES LLC	DAR11012018	219-8085-431.56-45	DIAL A RIDE 11/2018	56,315.00
				\$56,315.00
F&A FEDERAL CREDIT UNION	PPE 10/07/2018	802-0000-217.60-40	CREDIT UNION DEDUCTION	11,385.50
				\$11,385.50
FERGUSON ENTERPRISES INC	6694882	535-8090-452.61-20	IRRIGATION PVC PIPES	99.77
				\$99.77
FIRST CHOICE SERVICES	620816	111-9010-419.61-20	COFFEE SUPPLIES 10/2018	97.28
				\$97.28
FM THOMAS AIR CONDITIONING INC	39083	111-8020-431.56-41	HVAC SRVC 10/2018	106.89
	38936	111-8022-419.43-10	HVAC SRVC CALL-CITY HALL	1,152.50
	39083	111-8022-419.56-41	HVAC SRVC 10/2018	1,247.05
	39083	111-8023-451.56-41	HVAC SRVC 10/2018	962.01
	38780	111-8024-421.43-10	PD EMERGENCY AC REPAIRS	3,950.28
	39083	111-8024-421.56-41	HVAC SRVC 10/2018	1,247.05
				\$8,665.78
FUNFLICKS OF SO CAL, LLC.	3750277	111-6020-482.61-35	HALLOWEEN EVENT SCREEN	483.07
				\$483.07
GARDA CL WEST, INC.	10432195	111-9010-419.33-10	ARMORED TRANSPORT 10/2018	736.51
	20329666	111-9010-419.33-10	ARMORED TRANSPORT 9/2018	271.85
				\$1,008.36
GEO PLASTICS	71758	287-8057-432.61-20	OIL RECYCLING CONTAINERS	1,914.06
				\$1,914.06
GOLDEN METERS SERVICE INC	1031	535-8090-452.43-20	WATER METER REPAIR SRVC	710.00
	1031	535-8090-452.61-20	WATER METER REPAIR SRVC	1,033.13
				\$1,743.13
GOVERNMENT FINANCE OFFICERS ASSN.	2893591	111-3010-415.59-15	WEBINAR-GOVT GAAP UPDATE	135.00
	2898768	111-3010-415.59-15	WEBINAR-ANNUAL BUDGETING	135.00
				\$270.00
GRAINGER	9823848792	111-8010-431.61-21	PW HARDHATS PURCHASE	280.85
	9874545370	221-8012-429.61-20	HAZMAT MATERIAL PLACARD	88.54
	9817357248	221-8014-429.61-20	LIGHT POLE SLING STRAPS	297.73
	9820700608	221-8014-429.61-20	LIGHT POLE SLING STRAPS	564.86
	9818367162	741-8060-431.43-20	MESSAGE BOARD JACK STAND	107.96
	9818751035	741-8060-431.43-20	FLEET SHOP PIPE CUTTER	23.07
	9871648524	741-8060-431.43-20	FLEET SHOP SUPPLY	39.28
	9875660806	741-8060-431.43-20	FLEET SHOP RIVET TOOL	96.32
	9930871232	741-8060-431.43-20	SPLICE CONNECTORS PURCHAS	55.50
	9821810190	741-8060-431.61-20	PD VEHICLE BRACKETS	192.55
	9822350329	741-8060-431.61-20	FLEET SHOP SUPPLIES	24.64
				\$1,771.30

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GUADALUPE LOPEZ	69722/70179	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
HASA, INC.	614176	681-8030-461.41-00	HYPOCHLORITE PURCHASE	169.21
	617801	681-8030-461.41-00	HYPOCHLORITE PURCHASE	92.14
	617802	681-8030-461.41-00	HYPOCHLORITE PURCHASE	142.40
	617803	681-8030-461.41-00	HYPOCHLORITE PURCHASE	201.04
	617804	681-8030-461.41-00	HYPOCHLORITE PURCHASE	268.06
	618513	681-8030-461.41-00	HYPOCHLORITE PURCHASE	125.65
	618514	681-8030-461.41-00	HYPOCHLORITE PURCHASE	184.29
	618515	681-8030-461.41-00	HYPOCHLORITE PURCHASE	284.81
	619403	681-8030-461.41-00	HYPOCHLORITE PURCHASE	167.54
	619406	681-8030-461.41-00	HYPOCHLORITE PURCHASE	217.80
	619407	681-8030-461.41-00	HYPOCHLORITE PURCHASE	301.56
	620168	681-8030-461.41-00	HYPOCHLORITE PURCHASE	140.73
	620169	681-8030-461.41-00	HYPOCHLORITE PURCHASE	180.94
	620170	681-8030-461.41-00	HYPOCHLORITE PURCHASE	252.98
	620756	681-8030-461.41-00	HYPOCHLORITE PURCHASE	132.35
	620757	681-8030-461.41-00	HYPOCHLORITE PURCHASE	206.07
	620758	681-8030-461.41-00	HYPOCHLORITE PURCHASE	299.89
				\$3,367.46
HDL COREN & CONE	0025807-IN	111-9010-419.56-41	AUDIT SRVC-PROPERTY TAX	1,953.16
				\$1,953.16
HECTOR G. MORENO LOREDO	69975/70244	111-6060-466.33-20	CONTRACT INSTRUCTOR	384.00
				\$384.00
HERMOSA RESIDENTIAL INV. LLC	23305-10064	681-0000-228.70-00	FINAL BILL REFUND	53.76
				\$53.76
HERNANDEZ SIGNS, INC.	3571	111-6020-482.61-35	HALLOWEEN EVENT SIGNS	76.65
				\$76.65
HOME DEPOT - PUBLIC WORKS	1263802	111-8010-431.61-21	STREET OPERATIONS	662.74
	5263680	111-8010-431.61-21	STREET OPERATIONS	166.26
	5263751	111-8020-431.43-10	PW HANDRAIL PURCHASE	93.32
	2263792	111-8023-451.43-10	RECREATION BUILDINGS SUPPLIES	130.15
	3263775	111-8023-451.43-10	RECREATION BUILDINGS SUPPLIES	376.59
	4263762	111-8023-451.43-10	RECREATION BUILDINGS SUPPLIES	65.62
	8263640	111-8023-451.43-10	RECREATION BUILDINGS SUPPLIES	69.55
	9263898	111-8023-451.43-10	RECREATION BUILDINGS SUPPLIES	131.26
	2263691	111-8024-421.43-10	POLICE BUILDING EXPENSES	23.96
	6263837	535-8090-452.61-20	STREET TREES/LANDSCAPING	388.94
				\$2,108.39
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 10/07/2018	802-0000-217.60-10	POLICE MANAGEMENT DUES	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 10/07/2018	802-0000-217.60-10	POLICE OFFICER ASSN DUES	6,500.07
				\$6,500.07
IDEAL LIGHTING	114596	111-8024-421.43-10	PD LED LUMINAIRE	111.02
				\$111.02

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INDUSTRIAL PLUMBING SUPPLY, LLC	73315	111-8024-421.43-10	PD PLUMBING SUPPLY	275.10
				\$275.10
INFRAMARK LLC	34522	283-8040-432.56-41	WATER OPERATIONS 10/2018	12,559.03
	34522	681-8030-461.56-41	WATER OPERATIONS 10/2018	96,813.89
				\$109,372.92
INFRASTRUCTURE ENGINEERS	23332	111-7010-421.56-41	PD ANNEX RENOV DESIGN	619.20
	23510	111-8080-431.56-62	ENGINEER SRVCS 9/2018	18,472.50
	23458	152-6010-451.73-10	LINEAR GREENWY PROJECT	41,228.00
	23457	207-8016-429.73-10	SIGNAL & BUS SPEED IMPRVM	10,175.00
	23457	209-8010-431.73-10	SIGNAL & BUS SPEED IMPRVM	2,713.00
	23459	221-8010-431.56-41	TRAFFIC CONTROL PLAN 9/18	852.00
	23510	221-8010-431.56-41	ENGINEER SRVCS 9/2018	16,420.00
	23510	222-8080-431.56-41	ENGINEER SRVCS 9/2018	4,105.00
	23477	229-7010-421.56-41	TRAFIC RADAR SPEED SURVEY	6,066.80
	23510	334-8080-431.56-41	ENGINEER SRVCS 9/2018	2,052.50
				\$102,704.00
IVONNE CORREA	70136/70277	111-0000-228.20-00	DEPOSIT REFUND	200.00
				\$200.00
JCL TRAFFIC	97007	221-8012-429.61-20	STREET PAINT	399.13
	97544	221-8012-429.61-20	CROSSWALK SIGN POSTS	398.31
				\$797.44
JDS TANK TESTING & REPAIR INC	12251	741-8060-431.43-20	MONTHLY OPERATOR 9/2018	135.00
				\$135.00
JERRY'S AUTO BODY, INC.	31175	741-8060-431.43-20	PD AUTO BODY REPAIRS	305.71
				\$305.71
JESUS GUTIERREZ	9/9/18	741-8060-431.62-30	FUEL REIMBURSEMENT	72.31
				\$72.31
JIMENEZ'S BRAKES & ALIGNMENTS INC	43771	741-8060-431.43-20	PD VEHICLE REAPIRS	560.00
				\$560.00
JJ PHOTOCOPY SERVICES, INC	195859	745-9031-413.32-70	3RD PARTY ADMIN LEGAL SRV	125.00
				\$125.00
JOANA CASILLAS	10/01/2018	111-7010-421.59-20	LUNCH REIMBURSEMENT	16.00
	10/01/2018	111-7010-421.59-20	MILEAGE REIMBURSEMENT	88.07
				\$104.07
JOEL GORDILLO	OCT2018	111-1010-411.56-41	VIDEOGRAPHER 10/2018	1,650.00
				\$1,650.00
JOHNNY CARRILLO	10/9-10/12/2018	111-7010-421.59-30	MILEAGE REIMBURSEMENT	124.26
	10/9-10/12/2018	111-7010-421.59-30	PER DIEM REIMBURSEMENT	248.50
				\$372.76
JOSE G. SANCHEZ	68276/70276	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
JOSEPH R. SETTLES	10/09-10/12/18	111-7010-421.59-30	PER DIEM-MNGR SEMINAR	248.50
				\$248.50

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KEYSTONE UNIFORMS	700021084	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	908.25
	700021085	111-7022-421.61-24	PD EMPLOYEE UNIFORM	326.27
	700021356	111-7022-421.61-24	PD SERT UNIFORM	70.55
	700020995	111-7030-421.61-20	PD DETECTIVE JACKET	93.69
	700020996	111-7030-421.61-20	PD DETECTIVE JACKET	93.69
	700020997	111-7030-421.61-20	PD DETECTIVE JACKET	93.69
	700021357	111-7030-421.61-20	PD DETECTIVE JACKET	93.69
				\$1,679.83
KIRKLEY CORP	23361-25838	681-0000-228.70-00	FINAL BILL REFUND	1,969.08
				\$1,969.08
KONICA MINOLTA BUSINESS SOLUTIONS	254379481	111-0110-411.43-05	ADMIN CM COPIER LEASE	104.51
	254379481	111-0210-413.43-05	COUNCIL COPIER LEASE	104.51
	253801633	111-7010-421.44-10	PD COPIER LEASE	209.02
	253801737	111-7010-421.44-10	PD COPIER LEASE	138.40
	253801911	111-7010-421.44-10	PD COPIER LEASE	209.02
	253801916	111-7010-421.44-10	PD COPIER LEASE	66.17
	254379489	111-7010-421.44-10	PD COPIER LEASE	66.17
	254379491	111-7010-421.44-10	PD COPIER LEASE	704.82
	254379553	111-7010-421.44-10	PD COPIER LEASE	138.40
	254379555	111-7010-421.44-10	PD COPIER LEASE	48.73
	254379697	111-7010-421.44-10	PD COPIER LEASE	209.02
	254379698	111-7010-421.44-10	PD COPIER LEASE	209.02
	254379700	111-7010-421.44-10	PD COPIER LEASE	313.19
	254379701	111-7010-421.44-10	PD COPIER LEASE	219.22
	253801573	111-7030-421.44-10	PD COPIER LEASE	296.88
	253801647	111-7040-421.44-10	PD COPIER LEASE	377.06
	253801914	111-7040-421.44-10	PD COPIER LEASE	296.88
	254379807	111-7040-421.44-10	PD COPIER LEASE	377.06
	254379812	111-7040-421.44-10	PD COPIER LEASE	403.02
	254379897	111-7040-421.44-10	PD COPIER LEASE	296.88
	254379900	111-7040-421.44-10	PD COPIER LEASE	204.00
				\$4,991.98
KREIGER SALES & SERVICE	11509	741-8060-431.43-20	PRESSURE WASHER SERVICE	260.92
				\$260.92
LACMTA	102540	219-8085-431.58-50	TAP CARDS 8/2018	5,720.00
	102668	219-8085-431.58-50	TAP CARDS 9/2018	5,360.00
				\$11,080.00
LAN WAN ENTERPRISE, INC	61812	111-7010-421.56-41	PD IT PREPARATION LABOR	960.00
	62056	111-7010-421.56-41	PD ENCRYPTION SOFTWARE	1,082.81
	62114	111-7022-421.61-24	PD DESKTOP COMPUTER PURCH	797.91
				\$2,840.72
LAURA AVENUE PARTNERS, LLC	23031-10918	681-0000-228.70-00	FINAL BILL REFUND	927.77
	23031-20844	681-0000-228.70-00	FINAL BILL REFUND	480.57
				\$1,408.34

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LB JOHNSON HARDWARE CO #1	699323	111-8010-431.61-21	STREET MAINTENCE MATERIAL	61.29
	699522	111-8020-431.43-10	PROTECTIVE EQUIPMENT	9.83
	699500	111-8024-421.43-10	PD SUPPLY CABINET REPAIR	80.99
	699647	111-8024-421.43-10	PD IT ROOM HARDWARE	67.86
				\$219.97
LEGAL SHIELD	OCT2018	802-0000-217.60-50	ID THEFT PREMIUM 10/2018	80.70
				\$80.70
LGP EQUIPMENT RENTALS INC	106910	111-8010-431.61-21	CURB REPAIR CONCRETE	392.83
				\$392.83
LIFE LINE SCREENING	69260/70340	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
LYNBERG & WATKINS APC	49525	745-9031-413.32-70	3RD PARTY LEGAL 8/2018	1,648.90
	49526	745-9031-413.32-70	3RD PARTY LEGAL 8/2018	2,761.50
				\$4,410.40
M P INVESTORS LLC	18445-15156	681-0000-228.70-00	FINAL BILL REFUND	69.17
				\$69.17
MACKEY INDUSTRIAL REPAIR	4433	741-8060-431.43-20	TRACTOR REPAIR UNIT 203	525.00
	4635	741-8060-431.43-20	TRACTOR REPAIRS UNIT#204	350.00
	4662	741-8060-431.43-20	TRAILER HITCH REPAIR	75.00
	4682	741-8060-431.43-20	TRACTOR REPAIR	675.00
				\$1,625.00
MANAGED HEALTH NETWORK	PRM-028824	802-0000-217.50-60	HEALTH NETWORK PREMIUM	1,294.72
				\$1,294.72
MANUEL PRIETO	70063/70202	111-6060-466.33-20	CONTRACT INSTRUCTOR	304.00
				\$304.00
MARC PARRA	21995-15048	681-0000-228.70-00	FINAL BILL REFUND	16.27
				\$16.27
MCMASTER-CARR SUPPLY CO.	75201333	111-8024-421.43-10	PD INTERVIEW LIGHT	89.39
				\$89.39
MERRIMAC ENERGY GROUP	2183807	741-8060-431.62-30	FUEL PURCHASE	27,420.41
				\$27,420.41
MESCOBI, ALBER	13459-25268	681-0000-228.70-00	DEPOSIT REFUND	50.00
				\$50.00
MIRACLE RECREATION EQUIPMENT	804829	535-8090-452.61-20	PARK SLIDE REPLACEMENT	845.92
				\$845.92
MONTANOS TEST ONLY	23776	219-8085-431.43-21	FLEET SMOG CHECK SERVICES	33.00
	23778	219-8085-431.43-21	FLEET SMOG CHECK SERVICES	33.00
	23779	219-8085-431.43-21	FLEET SMOG CHECK SERVICES	33.00
	23721	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	40.00
	23748	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00
	23750	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00
	23754	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00
	23755	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00
	23758	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00

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MONTANOS TEST ONLY	23764	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00
	23765	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00
	23786	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00
	23794	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00
	23799	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00
	23834	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	33.00
	24868	741-8060-431.43-20	PD VEHICLE SMOG CHECK	30.00
				\$532.00
MR. HOSE INC.	144059	741-8060-431.43-20	PRESSURE WASHER HARDWARE	580.89
				\$580.89
NAPA PARTS WHOLESALE	4832-288084	219-8085-431.43-21	BREAK ROTORS, HUB ASSEMBL	567.68
	4832-287938	741-8060-431.43-20	SENSOR TIRE VALVES	35.11
				\$602.79
NATION WIDE RETIREMENT SOLUTIONS	PPE 10/07/2018	802-0000-217.40-10	DEFERRED COMP	14,945.00
				\$14,945.00
NEW CHEF FASHION INC.	930542	231-7060-421.61-20	PD EMPLOYEE UNIFORMS	98.53
				\$98.53
NICK ALEXANDER RESTORATION	3596	219-8085-431.43-21	BUS SEAT RE-UPHOLSTER	315.50
	3607	741-8060-431.43-20	PD HEADLINER REPLACEMENT	150.00
	3611	741-8060-431.43-20	SEAT RE-UPHOLSTERY	345.00
				\$810.50
O'REILLY AUTO PARTS	2959-427022	219-8085-431.43-21	BRAKE PADS & AIR FILTERS	121.12
	2959-428487	219-8085-431.43-21	SHUTTLE FRONT LIGHT FRAME	27.18
	2959-429232	219-8085-431.43-21	TIRE CALIPER & BRAKE PADS	291.58
	2959-431471	219-8085-431.43-21	SHUTTLE REAR SHOCKS	171.48
	2959-431689	219-8085-431.43-21	AIR FILTER & OIL PLUG	15.92
	2959-434457	219-8085-431.43-21	SHUTTLE 001 AIR FILTER	10.77
	2959-440658	219-8085-431.43-21	SHUTTLE BRAKE PADS & KIT	113.97
	2959-441173	219-8085-431.43-21	AIR FILTER & BRAKE PADS	126.17
	2959-431752	741-8060-431.43-20	PR VEHICLE HYBRID BATTERY	137.18
	2959-435726	741-8060-431.43-20	REPLACEMENT LENS	5.03
	2959-435728	741-8060-431.43-20	TAIL LIGHT UNIT 206	7.04
	2959-435743	741-8060-431.43-20	GLOVES-SHOP SUPPLY	95.85
	2959-435973	741-8060-431.43-20	CONTROLLER-SHOP SUPPLY	250.67
	2959-436016	741-8060-431.43-20	MARKER LIGHT UNIT 409	8.80
	2959-436039	741-8060-431.43-20	OIL LINE UNIT 900	40.21
	2959-436255	741-8060-431.43-20	OIL FILTERS-SHOP SUPPLY	102.04
	2959-436340	741-8060-431.43-20	WIRE CONNECTORS	12.57
	2959-436608	741-8060-431.43-20	SPARK PLUGS-SHOP SUPPLY	27.45
	2959-436977	741-8060-431.43-20	OIL FILTER PURCHASE	18.49
	2959-436999	741-8060-431.43-20	FUEL CAP UNIT 915	26.59
	2959-438380	741-8060-431.43-20	TIRE HUB ASSEMBLY	130.13
	2959-438411	741-8060-431.43-20	PD PATROL WHEEL NUTS	48.07

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O'REILLY AUTO PARTS	2959-438529	741-8060-431.43-20	BRAKE PADS UNIT 979	116.79
	2959-438752	741-8060-431.43-20	BREAK LENS UNIT 184	29.62
	2959-439055	741-8060-431.43-20	HEAD LAMPS UNIT 132	168.66
	2959-439066	741-8060-431.43-20	RADIATOR & THERMOSTAT	230.47
	2959-439117	741-8060-431.43-20	RADIATOR SUPPORT BUSHING	39.15
	2959-440498	741-8060-431.43-20	AIR FILTER UNIT 960	10.77
	2959-440518	741-8060-431.43-20	AC MACHINE FILTER DRIER	72.20
	2959-440857	741-8060-431.43-20	PRESSURE WASHER HOUR METR	66.99
	2959-440862	741-8060-431.43-20	BATTERY KEY UNIT 963	5.50
				\$2,528.46
OEM AUTO PAINT SUPPLIES	115517	111-8022-419.43-10	WROUGHT IRON FENCE PAINT	163.84
				\$163.84
OK PRINTING DESIGN & DIGITAL PRINT	901	111-5010-419.61-20	BUILDING & SAFETY FORMS	329.50
	1045	111-7022-421.61-24	PATROL FIELD INFO CARD	219.50
				\$549.00
ORIENTAL TRADING COMPANY, INC.	692193457-01	111-6020-482.61-35	HALLOWEEN HAUNT SUPPLIES	209.94
				\$209.94
PABLO SOTO	66933/70406	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
PALPRIMA	22457-11620	681-0000-228.70-00	CREDIT BALANCE REFUND	26.46
	22457-11620	681-0000-228.70-00	FINAL BILL REFUND	154.28
				\$180.74
PARS	41281	111-9010-419.56-41	PARS ARS FEES 8/31/2018	386.35
	41203	216-3010-415.56-41	REP FEES 8/31/2018	2,318.54
				\$2,704.89
PENSKE CHEVROLET	228593	741-8060-431.43-20	VEHICLE SWITCH PURCHASE	76.22
	228858	741-8060-431.43-20	VEHICLE SENSOR UNIT 348	124.02
	229257	741-8060-431.43-20	EMISSIONS EXHAUST SENSOR	98.99
				\$299.23
PIXEL BOX GRAPHICS LLC	8757	111-6020-482.61-35	HALLOWEEN HAUNT FLYERS	446.83
				\$446.83
PRAETORIAN GROUP INC	36603 REV.1	111-7010-421.59-15	TASER CERTIFICATION 12/6	325.00
				\$325.00
PRO FORCE LAW ENFORCEMENT	351179	225-7120-421.74-10	PD MAGAZINES/AMMUNITION	439.62
				\$439.62
PRUDENTIAL OVERALL SUPPLY	52180447	111-6010-451.56-41	P&R MAT CLEANING SRVCS	135.53
	52167713	111-7010-421.56-41	PD MAT CLEANING SERVICE	21.28
	52176771	111-7010-421.56-41	PD MAT CLEANING SERVICE	21.28
	52181285	111-7010-421.56-41	PD MAT CLEANING SERVICE	21.28
	52130729	111-8022-419.43-10	CITY HALL MAT CLEAN SRVC	31.20
	52172238	111-8022-419.43-10	CITY HALL MAT CLEANING	31.20
	52176772	111-8022-419.43-10	CITY HALL MAT CLEANING	32.41
	52181286	111-8022-419.43-10	CITY HALL MAT CLEANING	32.41
				\$326.59

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PSYCHOLOGICAL CONSULTING ASSOC, INC	523439	111-7022-421.56-41	PRE-EMPLOYMENT EVALS	400.00
				\$400.00
PURCHASE POWER	SEPT2018	111-7040-421.56-41	PD POSTAGE FEES	562.21
				\$562.21
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0644052-IN	111-8020-431.43-10	GATE TRANSMITTERS	88.20
				\$88.20
READYREFRESH	08J0034574871	111-7010-421.61-20	PD WATER 9/13-10/12/18	234.76
				\$234.76
REGIONAL TRAINING CENTER	40629	111-7010-421.59-20	MEDIA RELATIONS TRAINING	295.00
				\$295.00
RESPOND SYSTEMS	INV 315537	111-6010-451.56-41	P&R FIRST AID SUPPLIES	177.87
	INV 315537	111-6020-451.61-35	P&R FIRST AID SUPPLIES	552.78
	INV 315537	111-6030-451.61-35	P&R FIRST AID SUPPLIES	177.87
				\$908.52
RICOH AMERICAS CORP	60869384	111-6010-451.56-41	P&R COPIER LEASE 10/2018	225.32
				\$225.32
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0010560	111-7010-421.59-20	PD DISPATCHER TRAINING 11/14	36.00
				\$36.00
ROBIN EAMES	70106/70225	111-0000-228.20-00	DEPOSIT REFUND	46.00
				\$46.00
SAFETY KLEEN	77669067	741-8060-431.43-20	FLEET SHOP BRAKE CLEANER	498.23
				\$498.23
SALVADOR ORTEGA	S111647594.002	111-8010-431.15-20	GEA TOOL REIMBURSEMENT	6.14
	S111647594.002	111-8020-431.15-20	GEA TOOL REIMBURSEMENT	6.14
	S111647594.002	111-8022-419.15-20	GEA TOOL REIMBURSEMENT	6.14
	S111647594.002	111-8023-451.15-20	GEA TOOL REIMBURSEMENT	6.14
	S111647594.002	111-8024-421.15-20	GEA TOOL REIMBURSEMENT	6.14
	S111647594.002	221-8014-429.15-20	GEA TOOL REIMBURSEMENT	12.28
	S111647594.002	535-8016-431.15-20	GEA TOOL REIMBURSEMENT	6.14
	S111647594.002	681-8030-461.15-20	GEA TOOL REIMBURSEMENT	12.25
				\$61.37
SAN BERNARDINO COUNTY SHERIFF DEPT	11/1/2018	111-7010-421.59-20	PD PURSUIT COURSE 11/1/18	600.00
				\$600.00
SARAHANG CONSTRUCTION INC	465	246-0298-463.73-10	LEAD CONTRACTOR	34,397.60
	466	246-0298-463.73-10	LEAD CONTRACTOR-4021 HILL	9,690.00
				\$46,408.00
SEDANO, MANUEL	9423-13982	681-0000-228.70-00	FINAL BILL REFUND	23.49
				\$23.49
SHAKHBAZIAN, ALEN	22415-21336	681-0000-228.70-00	FINAL BILL REFUND	185.48
				\$185.48
SHELL FLEET PLUS	79043758810	741-8060-431.62-30	PD FUEL PURCHASE 9/6-10/3/2018	380.38
				\$380.38
SILVIA CONTRERAS	67917/70142	111-0000-228.20-00	DEPOSIT REFUND	56.00
	67917/70147	111-0000-228.20-00	DEPOSIT REFUND	78.00
				\$134.00

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SINALOA 2000, INC	0019760	111-0000-321.10-00	DEPOSIT REFUND	30.00
				\$30.00
SMART & FINAL	054034	111-6020-451.61-35	P&R AFTER SCHOOL SUPPLIES	60.45
	057535	111-6020-451.61-35	P&R AFTER SCHOOL SUPPLIES	57.95
	064439	111-6020-451.61-35	P&R AFTER SCHOOL SUPPLIES	58.95
				\$177.35
SMITH POWERHOUSE INC.	14536	741-8060-431.43-20	PD UNIT GENERATOR REPAIRS	1,047.87
				\$1,047.87
SOUTH COAST AIR QUALITY MGMT DISTR.	3350442	681-8030-461.42-05	ANNUAL RENEWAL FEES	1,456.96
	3352782	681-8030-461.42-05	EMISSIONS FEES FY18-19	131.79
				\$1,588.75
SOUTHEAST POLICE CHIEFS GROUP	18 SEC 011	111-7010-421.59-15	PD CHIEFS MEMBERSHIP	500.00
				\$500.00
SOUTHERN CALIFORNIA EDISON	9/17-10/16/18	111-8020-431.62-10	PW DEPARTMENT FACILITIES	1,405.40
	9/05-10/04/18	111-8024-421.62-10	PD DEPARTMENT FACILITIES	6,862.10
	9/05-10/04/18	221-8014-429.62-10	TRAFFIC SIGNAL ELECTRICAL	42.26
	9/04-10/03/18	231-8010-415.62-10	VARIOUS PARKING LOTS	359.20
	328343	535-8016-431.62-10	STREET LIGHT INSTALL SRVC	434.00
	9/04-10/03/18	535-8016-431.62-10	6621 WILSON ELECTRICAL	52.55
	9/25-10/24/18	535-8016-431.62-10	STREET LIGHT ELECTRICAL	36.65
				\$9,192.16
SPARKLETTS	15142085 101118	111-0110-411.66-05	ADMIN DRINKING WATER	61.58
	15142085 101118	111-0210-413.61-20	COUNCIL DRINKING WATER	61.57
	15142085 101118	111-1010-411.61-20	CITY CLERK DRINKING WATER	1.00
	15142085 101118	111-3010-415.61-20	FINANCE DRINKING WATER	67.38
	15142085 101118	111-5010-419.61-20	COMMUNITY DEV DRINKING WATER	36.90
	15142085 101118	111-5055-419.61-20	CODE ENFORCEMENT WATER	36.91
	15142085 101118	111-6010-451.56-41	P&R DRINKING WATER	62.35
	15142085 101118	111-8020-431.61-20	PW DRINKING WATER	87.04
	15142085 101118	111-8080-431.61-20	PW DRINKING WATER	36.91
				\$451.64
STACY MEDICAL CENTER	3160-28686	111-7022-421.56-15	PRE-BOOKING EXAM	800.00
				\$800.00
STANDARD INSURANCE COMPANY	NOV2018	802-0000-217.50-70	LIFE INSURANCE PREMIUM	7,109.72
				\$7,109.72
SUPERION, LLC	215787	111-9010-419.43-15	FINANCIAL SYSTEMS 10/2018	11,298.22
	216842	111-9010-419.43-15	FINANCIAL SYSTEMS 11/2018	11,298.22
				\$22,596.44
SUSAN CRUM	569397/012126	111-0210-482.61-20	HALLOWEEN SUPPLIES	10.83
	1959-6826	111-0240-481.61-20	HALLOWEEN SUPPLIES	69.94
	24	111-6020-482.61-35	HALLOWEEN SUPPLIES	56.00
	2589188	111-6020-482.61-35	HALLOWEEN SUPPLIES	8.24
	569397/012126	111-6020-482.61-35	HALLOWEEN SUPPLIES	10.82
				\$155.83

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR-11-6-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TERESA MINERVA SANTOYO MORENO	10/31/2018	111-2030-413.64-05	HALLOWEEN EMPLOYEE LUNCHEON	525.00
				\$525.00
THE GAS COMPANY	9/6-10/8/2018	111-8020-431.62-10	GOVT BUILDINGS-VARIOUS LOCATIONS	58.20
	9/6-10/8/2018	111-8022-419.62-10	GOVT BUILDINGS-VARIOUS LOCATIONS	62.40
	9/6-10/8/2018	111-8023-451.62-10	GOVT BUILDINGS-VARIOUS LOCATIONS	218.15
	9/4-10/4/2018	111-8024-421.62-10	PD ANNEX BUILDING	96.45
	9/6-10/8/2018	111-8024-421.62-10	GOVT BUILDINGS-VARIOUS LOCATIONS	537.75
				\$972.95
THE PARK CATALOG	103020790	111-8010-431.61-21	BIKE RACKS PURCHASE	363.73
				\$363.73
TRI-TECH FORENSICS INC	160020	111-7022-421.61-24	PD EVIDENCE SUPPLIES	999.93
				\$999.93
TRIMMING LAND CO INC	11042	231-8010-415.56-41	TREE TRIMMING SRVC 9/2018	2,333.33
	10952	535-8090-452.56-60	TREE TRIMMING SPEC 8/2018	5,847.50
	11042	535-8090-452.56-60	TREE TRIMMING SRVC 9/2018	10,785.67
				\$18,966.50
U.S. BANK	PPE 10/07/2018	802-0000-217.30-20	PARS FT EMPLOYEE CONT	1,681.80
	PPE 10/07/2018	802-0000-217.30-20	PARS PT EMPLOYEE CONT	2,220.35
	PPE 10/07/2018	802-0000-218.10-05	PARS EMPLOYER CONT	13,992.59
				\$17,894.74
U.S. HEALTH WORKS	3404190-CA	111-2030-413.56-41	MEDICAL SERVICES 9/2018	523.00
	3407330-CA	111-2030-413.56-41	MEDICAL SERVICES 9/2018	606.00
				\$1,129.00
UNDERGROUND SERVICE ALERT OF SO CAL	920180126	221-8014-429.56-41	UNDERGROUND ALERTS 9/18	394.45
				\$394.45
UPS	F911X6428	111-7010-421.61-20	PD SHIPPING SERVICES	26.75
				\$26.75
VECCHIO, ROBERT	21251-10904	681-0000-228.70-00	FINAL BILL REFUND	42.60
				\$42.60
VERIZON WIRELESS	9815657623	111-6010-419.53-10	P&R SPLASH PAD SIM CARD	38.01
	9815657623	111-8010-431.53-10	PW CELL SRVC 9/2-10/1/2018	814.79
	9815657623	681-8030-461.53-10	PW CELL SRVC 9/2-10/1/2018	114.03
				\$966.83
VICENTE LOPEZ	70158/70178	111-0000-228.20-00	DEPOSIT REFUND	250.00
				\$250.00
VISION SERVICE PLAN-CA	OCT2018	802-0000-217.50-30	VISION PREMIUM 10/2018	4,237.14
				\$4,237.14
VULCAN MATERIALS COMPANY	156622	111-8010-431.61-21	FINANCE CHARGE 2017 INVCS	50.53
	160898	111-8010-431.61-21	FINANCE CHARGE 2017 INVCS	29.90
	211058	111-8010-431.61-21	FINANCE CHARGE 2018 INVCS	42.19
	71737286	111-8010-431.61-21	ASPHALT POT HOLE MATERIAL	176.60
	71811260	111-8010-431.61-21	ASPHALT POT HOLE MATERIAL	232.69
	71897236	111-8010-431.61-21	ASPHALT & EMOLTION SUPPLY	216.02
				\$747.93

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR-11-6-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WALTERS WHOLESALE ELECTRIC COMPANY	S111548596.001	111-6020-482.61-35	HALLOWEEN EVENT LIGHTS	323.24
	S111571077.001	111-8024-421.43-10	ELECTRICAL SUPPLIES	49.47
	S111571077.002	111-8024-421.43-10	TOOL DRILL BIT PURCHASE	8.85
	S111577934.001	111-8024-421.43-10	ELECTRICAL FLEX CONNECTRS	19.93
	S111577934.002	111-8024-421.43-10	BLANK COVER PLATES	75.77
	S111577934.003	111-8024-421.43-10	ELECTRICAL WIRES	181.40
	S111458538.001	535-8016-431.61-45	STREET LIGHT SUPPLY	590.73
	S111458538.002	535-8016-431.61-45	STREET LIGHT FUSE HOLDERS	144.78
	S111458538.003	535-8016-431.61-45	STREET LIGHT SUPPLIES	51.13
	S111548437.001	535-8016-431.61-45	SECURITY LIGHTS	657.00
				\$2,102.30
WATER REPLENISHMENT DISTRICT	AUG2018	681-8030-461.41-00	WATER PRODUCTION 8/2018	125,972.40
				\$125,972.40
WELLS FARGO BANK-FIT	PPE 10/07/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	57,256.27
				\$57,256.27
WELLS FARGO BANK-MEDICARE	PPE 10/07/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,575.74
				\$7,575.74
WELLS FARGO BANK-SIT	PPE 10/07/2018	802-0000-217.20-20	STATE TAX DEPOSIT	21,153.01
				\$21,153.01
WENDY MONTOYA	67143/70385	111-0000-228.20-00	DEPOSIT REFUND	250.00
				\$250.00
WEST GOVERNMENT SERVICES	839035605	111-7030-421.56-41	INFORMATION SRVC 9/2018	624.00
	839112288	111-7030-421.56-41	INVESTIGATION SRVC	58.43
				\$682.43
WESTERN EXTERMINATOR COMPANY	6401180	111-8023-451.56-41	EXTERMINATOR SRVC 9/2018	92.50
	6401180	535-8090-452.56-60	EXTERMINATOR SRVC 9/2018	139.50
				\$232.00
WHITTIER FERTILIZER CO.	338338	535-8090-452.61-20	TREE CARE MULCH PURCHASE	1,500.15
				\$1,500.15
YAZMIN CHAVEZ	0007	111-2030-413.61-20	INTERVIEW EXPENSE REIMBUR	38.35
	0008	111-2030-413.61-20	INTERVIEW EXPENSE REIMBUR	10.87
	30827	111-2030-413.61-20	INTERVIEW EXPENSE REIMBUR	39.38
	75001663204	111-2030-413.61-20	INTERVIEW EXPENSE REIMBUR	7.23
				\$95.83
ZAP MANUFACTURING INC	1800	221-8012-429.61-20	GRAFFITI FILM FOR SIGNS	1,457.08
				\$1,457.08
				\$1,227,825.88



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

November 6, 2018

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 AWARD OF A CONTRACT TO ALFREDO DE LA TORRE CONTRUCTION SERVICE IN CONNECTION WITH THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM FOR PROPERTY LOCATED AT 6730 PLASKA AVENUE, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Alfredo De La Torre Construction Service for an amount of \$9,200 to remediate lead-based paint hazards interventions on a single-family unit located at 6730 Plaska Avenue; and
2. Authorize City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6730 PLASKA AVENUE, HUNTINGTON PARK, CALIFORNIA

November 6, 2018

Page 2 of 3

The owner residing at the single-family property located at 6730 Plaska Avenue is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Alfredo De La Torre Construction Services	\$9,200
Sarahang Construction, Inc.	\$9,300
Vizion's West, Inc.	\$9,820

Based on the bid analysis performed, Alfredo De La Torre Construction Service is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work under the Lead Based Paint Program

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

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Window replacement that tests positive for lead based paint
5. Paint/color match interior and exterior treated areas
6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of \$9,200 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6730 PLASKA AVENUE, HUNTINGTON PARK, CALIFORNIA

November 6, 2018

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CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6730 Plaska Ave.

6730 Plaska Ave.						
ITEM	Visions	Alternative	Sarahang	Alternative	De La Torre	Alternative
LBPH						
Exterior Window Components + Alt Change out 2 windows	3,850	1,500	4,000	1,000	4,800	600
Kitchen, Living Room ad Hall 1- Ceramic N/A	-	-	-	-	-	-
Dust Wipes- All floors, window sills, and window wells	650		500		500	
Soil - surface covering	1,450		1,000		1,800	
Waste Disposal	450		600		300	
Subtotal	\$ 6,400	\$ 1,500	\$ 6,100	\$ 1,000	\$ 7,400	\$ 600
TOTAL LEAD	\$ 7,900		\$ 7,100		\$ 8,000	

6730 Plaska Ave.	Visions		Sarahang		De La Torre	
Healthy Homes						
Smoke & Carbon Monoxide Detectors (2)	690		800		250	
Leacky Plumbing Connections at klitchen Sink	290		500		350	
Strap Water Heater	850		800		575	
Cover Exposed Exterior GFCI outlets (2)	90		100		25	
Subtotal	\$ 1,920	\$ -	\$ 2,200	\$ -	\$ 1,200	\$ -
TOTAL	\$ 9,820		\$ 9,300		\$ 9,200	

ATTACHMENT “B”

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 6th day of November, 2018, by and between the City of Huntington Park (hereinafter "City") Jose Garcia and Luz Maria Hernandez (hereinafter "Owners") and Alfredo De La Torre Construction Service (hereinafter "Contractor"), bearing California Contractor's License No 789226.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6730 Plaska Avenue, Huntington Park, California 90255 ("Property").

C. City 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 November 6, 2018. 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 28 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 included as Exhibit A, Contractor shall receive an amount not to exceed **Nine Thousand Two Hundred Dollars (\$9,200)**.

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. 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 the City, Contractor makes the following representations to the City: 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 directly to the Contractor by the 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, 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 the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an 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 the City, 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 to Contractor upon receipt of Contractor's 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.

6. 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.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** 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. 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.

8. 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.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. 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. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. 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.

12. 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 City 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 City of such cancellation. In the event that such insurance is canceled; City 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 Fairbanks Insurance Brokers, Inc. (949) 595-0284.

13. 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.

14. 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.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter 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.

16. 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.

17. Project Insurance. The Contractor 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 five (5) 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.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant 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.

26. 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.

27. 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.

28. 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.

29. 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: Jose Garcia and Luz Maria Hernandez
6730 Plaska Avenue
Huntington Park, CA 90255

Contractor: Alfredo De La Torre Construction Service
Attn: Alfredo De La Torre
17827 Santa Ana Ave.
Bloomington, CA 92316

30. 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.

31. 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.

32. 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 Lead Hazard Control 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.

- (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. 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.”

36. 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(S)

Signature

Date

Name

Signature

Date

Name

CONTRACTOR

Signature

Date

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.

Ricardo Reyes, City Manager

Date

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

Torres-Castaneda, Maria

Subject: Mandatory Pre-Bid Walk Thru: 5957 Carmelita & 6730 Plaska & 6205 Rugby & 2176 Zoe

Start: Thu 5/31/2018 10:00 AM

End: Thu 5/31/2018 1:00 PM

Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Whitford Marin

Required Attendees: barrowconstinc@yahoo.com; jeff.munson@pcg.com; VIZIONS WEST INC ♦; alfonso@pgjenvironmental.com; Sarahang Builders; adelator@aol.com

Optional Attendees: Torres-Castaneda, Maria

Hi All,

We are scheduling a mandatory bid walk-thru for **Thursday, May 31, 2018 starting at @ 10:00 am** for the following 4 residential units:

1. 10:00 a.m. 5957 Carmelita Ave (2 Units)
2. 10:45 a.m. 6730 Plaska Ave (1 Unit)
3. 11:30 a.m. 6205 Rugby Ave (1 Unit)
4. 12:15 p.m. 2176 Zoe Ave (1 Unit)

Due by **Monday, June 11, 2018**. Also, please remember to include cost to paint/color match all interior and exterior encapsulated areas.

Only those bids submitted by the due date will be considered. When submitting your bid, please place the Property address in the "Subject" area of the email.

Thank you and hope to see you all at the walk-thru.

P.S. I will send another email with Report and Specs for 6205 Rugby & 2176 Zoe

Please ensure that all your licenses and insurance information is up to date and your City of HP business license is paid. Remember to submit your City permits (*if require [windows & GFCI required]...please check with Planning*) at the time of requesting Final payment.



5957 Carmelita
LBP Report.pdf



5957 Carmelita
LBP Spec.pdf



6730 Plaska LBP
Report.pdf



6730 Plaska LBP
Spec.pdf

Kind Regards,

Whitford Marin | Management Analyst

City of Huntington Park | Community Development Department

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
6730 Plaska Ave.

6730 Plaska Ave.						
ITEM	Visions	Alternative	Sarahang	Alternative	De La Torre	Alternative
LBPH						
Exterior Window Components + Alt Change out 2 windows	3,850	1,500	4,000	1,000	4,800	600
Kitchen, Living Room ad Hall 1- Ceramic N/A	-	-	-	-	-	-
Dust Wipes- All floors, window sills, and window wells	650		500		500	
Soil - surface covering	1,450		1,000		1,800	
Waste Disposal	450		600		300	
Subtotal	\$ 6,400	\$ 1,500	\$ 6,100	\$ 1,000	\$ 7,400	\$ 600
TOTAL LEAD	\$ 7,900		\$ 7,100		\$ 8,000	

6730 Plaska Ave.						
ITEM	Visions		Sarahang		De La Torre	
Healthy Homes						
Smoke & Carbon Monoxide Detectors (2)	690		800		250	
Leacky Plumbing Connections at klitchen Sink	290		500		350	
Strap Water Heater	850		800		575	
Cover Exposed Exterior GFCI outlets (2)	90		100		25	
Subtotal	\$ 1,920	\$ -	\$ 2,200	\$ -	\$ 1,200	\$ -
TOTAL	\$ 9,820		\$ 9,300		\$ 9,200	

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>1) Exterior Window Components - All paint on the "<i>friction</i>" portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window (<i>friction and non-friction surfaces</i>). Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner MUST BE "PAINT READY."</p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Clean 10 Ext. Windows and Replace 2 Windows Number of windows to be treated: _____</p>	<p>\$ \$4,800</p> <p>\$ \$600</p>
<p>2) Kitchen, Living Room and Hall 1 - Ceramic Tiled Surfaces -</p> <p>The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ N/A</p> <p>\$ N/A</p>

De la Torre

<u>Work Requested -</u>	<u>Estimated Cost</u>
3) Because the dust wipe samples indicated a level of lead above the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned (<i>HEPA / TSP Equivalent / HEPA</i>).	\$ \$500
Since the soil sample indicated a level of lead above the specified regulatory limit, it is recommended that an interim control be used. A surface covering should be used to act as a barrier between the bare, lead-contaminated soil and people and pets. Surface coverings include: Grass or other live ground covers, artificial turf, bark and gravel.	\$ \$1,800
4) Waste Disposal (Hazardous & Non-hazardous)	\$ \$300
5) Total Lead Abatement Cost	\$ \$8,000

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Alfredo De La Torr Const Serv.

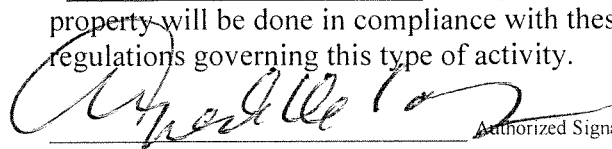
Company Phone #: (323) 243-7622

Contact Person: Alfredo De LA Torre

Date of Bid: 7-11-18

Total amount of Bid: \$ 8,000

Estimated Time of Completion: 1 Week

ALFREDO DE LA TORRE
 I hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

 Authorized Signature

**CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM**

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name: Jose & Luz Hernandez (Owner)	APN No.: 6323-011-046
Address: 6730 Plaska Ave.	Tel. No.: (323) 362-0912
City: Huntington Park 90255	Date: May 31, 2018

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.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Smoke and Carbon Monoxide Detectors: Install a total of 5 new smoke and 2 carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	250
2.	Leaky Plumbing Connections at Kitchen Sink: Inspect and replace kitchen water connections. Replace Kitchen Faucet.	\$	350
3.	Strap Water Heater: Install a new Enclosure and Metal Straps to existing Water Heater including code complying venting, T&P valve with metal discharge line. Conceal piping and provide new gas and water valves, new copper supply lines and insulating wrap all per code. Provide a pressure relief valve. (Strap the water heater to framing (upper 1/3 and lower 1/3). Cap all unused lines at the source (per code) and out of sight.	\$	575
4.	Cover Exposed GFCI outlets: Provide outlet covers exterior GFCI outlet with covers (2).	\$	25
TOTAL:		\$	1,200

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.

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.

B. INSPECTIONS

De la Torre

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

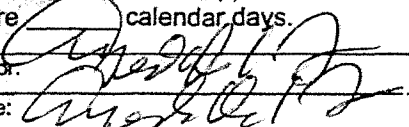
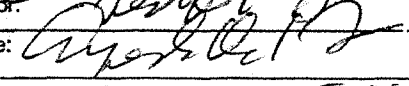
Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

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

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 proposed 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.

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, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% 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: 	Lic. No. & Class: <u>B789226</u>
Signature: 	Phone No. <u>(323) 243-7622</u>
Address: <u>2630 CEDARHILL T.H.P.CA 90255</u>	

ALFREDO DELA TORAL

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 7t3w0
Functional Area: Entity Management, Performance Information

ENTITY	DE LA TORRE, ALFREDO	Status: Active
DUNS: 006343483	+4:	CAGE Code: 7T3W0 DoDAAC:
Expiration Date: Jan 22, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2641 CUDAHY ST		
City: HUNTINGTON PARK	State/Province: CALIFORNIA	
ZIP Code: 90255-6822	Country: UNITED STATES	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairbanks Insurance Brokers, Inc. CDI License No. 0172695 7545 Irvine Center Drive Irvine CA 92618	CONTACT NAME: Jason Fairbanks PHONE (A/C, No, Ext): (949)595-0284 FAX (A/C, No): (949)861-6038 E-MAIL ADDRESS: jason@contractorsinsurancecompany.com																					
INSURED ALFREDO DE LA TORRE CONSTRUCTION SERVICE 2630 CUDAHY STREET HUNTINGTON PARK CA 90255	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Preferred Contractors Insurance</td><td>12497</td></tr><tr><td>INSURER B:</td><td>Wesco Insurance Company</td><td>25011</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Preferred Contractors Insurance	12497	INSURER B:	Wesco Insurance Company	25011	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL1711709578**REVISION NUMBER:** 001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PCA5026-PC246275	10/25/2017	10/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N Y N/A WWC3309638 10/28/2017 10/28/2018 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: City Of Huntington Park , 3727 Santa Ana St Huntington Park, Ca 9025

When required by written contract:

The City of Huntington Park, it's elected and appointed officials, officers, employees, agents, and volunteers are listed as Additional

Insured to General Liability per attached blanket company form End 10.

*Coverages are subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**City Of Huntington Park
6550 Miles Ave

Huntington Park

CA 90255

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INSURANCE BINDER

DATE (MM/DD/YYYY)
10/25/2018

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Fairbanks Insurance Brokers Inc. Jason H. Fairbanks 7545 Irvine Center Drive Suite 200 Irvine, CA 92618		COMPANY Preferred Contractors Insurance Company		BINDER #	
PHONE (A/C, No, Ext): (949) 595-0284		FAX (A/C, No):			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID:		INSURED Alfredo De La Torre Construction Service 2630 Cudahy Street, Huntington Park, CA 90255		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)	

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	Subject to SIR (Self-Insured Retention): Property Damage \$1,000 Bodily Injury \$1,000 Per Claim RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$1,000,000 \$50,000 \$5,000 \$1,000,000 \$2,000,000 \$1,000,000
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ \$ \$ \$ \$ \$ \$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:		ACTUAL CASH VALUE STATED AMOUNT		\$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION		\$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$ \$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

NAME & ADDRESS

		MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
		LOAN #	
		AUTHORIZED REPRESENTATIVE	<i>Phillip Salvaggio</i>



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 789226

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 10/22/2018 3:36:20 PM

Business Information

ALFREDO DE LA TORRE CONSTRUCTION SERVICE
2630 CUDAHY STREET
HUNTINGTON PARK, CA 90255
Business Phone Number:(323) 243-7622

Entity Sole Ownership
Issue Date 12/29/2000
Expire Date **12/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.

Bond Number: G61110115562

Bond Amount: \$15,000

Effective Date: 11/10/2016

Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the WESCO INSURANCE COMPANY

Policy Number: WWC3373726

Effective Date: 10/28/2018

Expire Date: 10/28/2019

Workers' Compensation History



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **789226**

Entity INDIV

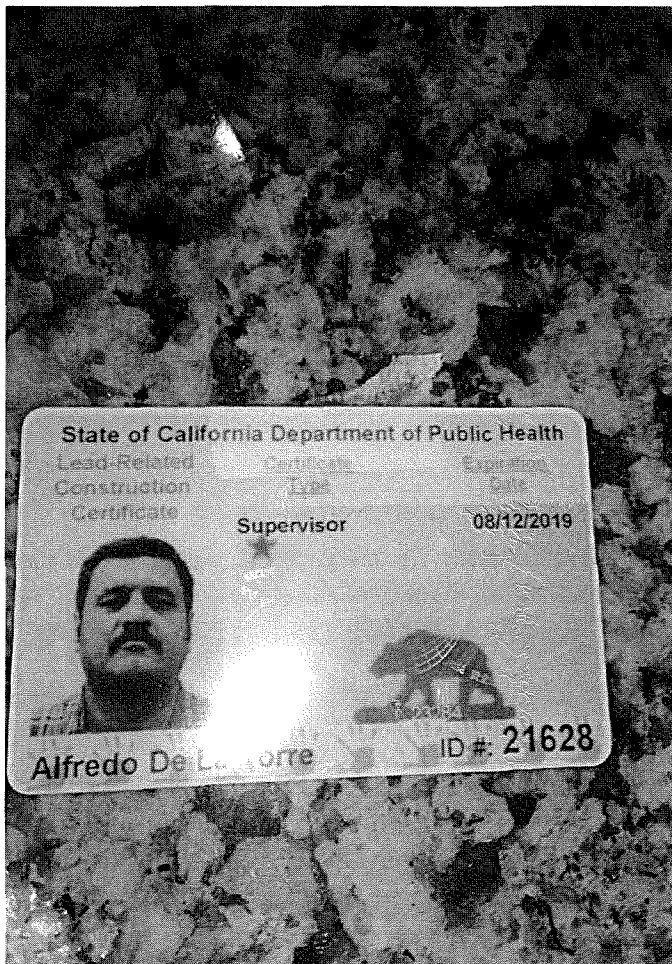
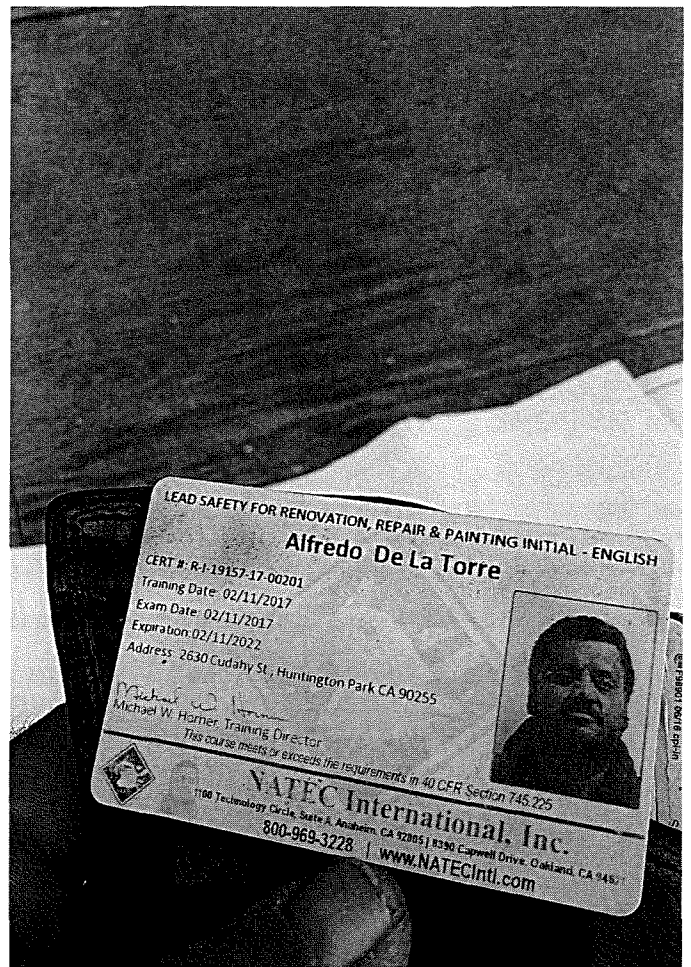
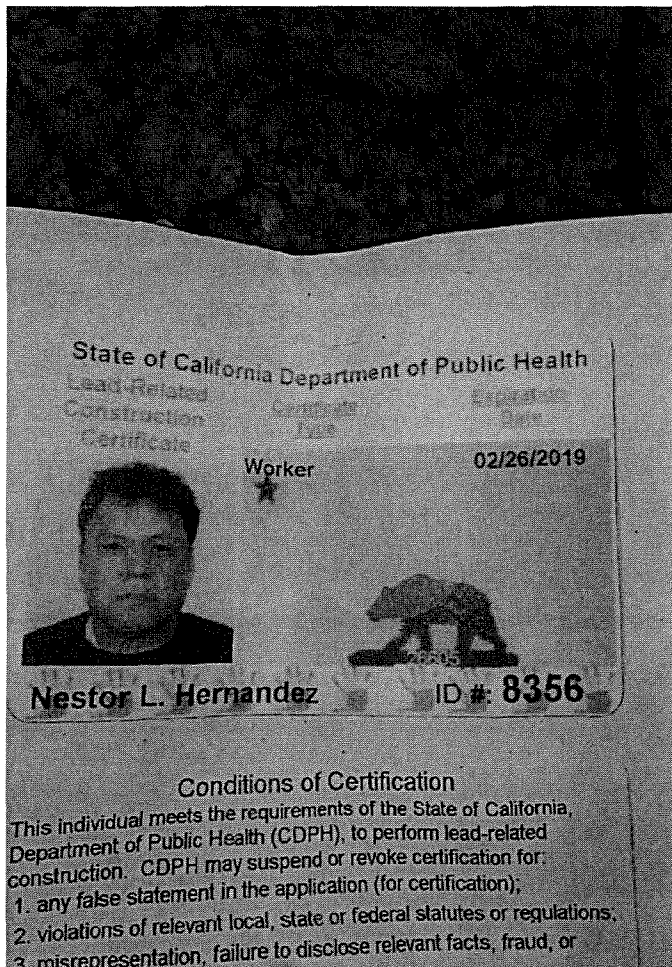
Business Name **ALFREDO DE LA TORRE
CONSTRUCTION SERVICE**

Classification: **B**

Expiration Date **12/31/2018**

www.cslb.ca.gov





**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name ALFREDO DE LA TORRE	
Business name, if different from above ALFREDO DE LA TORRE CONSTRUCTION SERVICE	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 17827 SANTA ANA AVE.	Requester's name and address (optional)
City, state, and ZIP code BLOOMINGTON, CA 92316	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
or								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number										
272127563										

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 3.)

Sign Here	Signature of U.S. person 	Date 3-15-18
-----------	--	---------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

City of Huntington Park
 City Hall
 6550 Miles Ave.
 Huntington Park CA 90255-1519
 (323) 584-6232

Business License /Permit NO 19-00021802
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number
LICENSE NOT TRANSFERABLE		789226 12/31/19 Business License Number
Type of Business	BOFE NO	19-00021802 Account Number
Business Location	GENERAL CONTRACTOR	0017010 License Stamp / Tag
Business Name		License Valid From
Owner Name	ALFREDO DE LA TORRE CONST. SVC	May 24, 2018 License Expires
Mailing Address	DE LA TORRE, ALFREDO 17827 SANTA ANA AVENUE BLOOMINGTON CA 92316	April 30, 2019 Date Issued
		September 12, 2018

By

[Signature]



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

November 6, 2018

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 AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6321 GENTRY STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Construction, Inc. for an amount of \$13,150 to remediate lead-based paint hazards interventions on a three (3) multi-family unit located at 6321 Gentry Street (6321, 6321 B, & 6321 C); and
2. Authorize City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6321 GENTRY STREET, HUNTINGTON PARK, CALIFORNIA

November 6, 2018

Page 2 of 3

The owner residing at the multi-family property located at 6321 Gentry Street (6321, 6321 B, & 6321 C) is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Sarahang Construction, Inc.	\$13,150
Vizion's West, Inc.	\$13,765
So Cal Construction Services	\$14,270

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

Scope of Work under the Lead Based Paint Program

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

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Window replacement that tests positive for lead based paint
5. Paint/color match interior and exterior treated areas
6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of \$13,150 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6321 GENTRY STREET, HUNTINGTON PARK, CALIFORNIA

November 6, 2018

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6321 Gentry St. (3 Units)

6321 Gentry St.						
ITEM	Visions	Alternative	Sarahang	Alternative	So Cal	Alternative
LEAD BPH						
1 Bedroom 1: Aluminum Window Sill on West Side (1)	295		300		250	
2 Bedroom 2: Aluminum Window Frame on North Side	295		300		1,400	
3 Bedroom 3: Aluminum Window Frame on North Side	295		300		250	
4 Bathroom 1 & Bathroom 2- Ceramic Tile	NA		NA		NA	
5 Exterior Window Components (2)		3,995		2,500	1,600	1,200
6 HEPA Clean: floors, window sills, and window wells	850		500		950	
7 Waste Disposal	550		575		800	
Subtotal	\$ 2,285	\$ 3,995	\$ 1,975	\$ 2,500	\$ 5,250	\$ 1,200
	\$ 6,280		\$ 4,475		\$ 6,450	

6321 Gentry St. Units B & C						
ITEM	Visions	Alternative	Sarahang	Alternative	So Cal	Alternative
LEAD BPH						
1 Exterior Brick Walls on East & South Sides	1,350		2,000		1,000	
2 Unit B Bathroom Tile	NA		NA		NA	
3 Unit C Kitchen and Bathroom Tile	NA		NA		NA	
4 Waste Disposal	-		575		800	
Subtotal	\$ 1,350	\$ -	\$ 2,575		\$ 1,800	

6321 Gentry St.						
ITEM	Visions		Sarahang		So Cal	
Healthy Homes						
1 Smoke & Carbon Monoxide Detectors (2)	490		350		475	
2 Seal Tub and Faucet	890		300		300	
3 GFCI: Bathroom & Kitchen	385		500		750	
4 Replace Outlet Covers	450		400		80	
5 Install Foundation Vents (7)	660		500		345	
6 Rain Gutters and Down Spouts	290		1,000		675	
Subtotal	\$ 3,165	\$ -	\$ 3,050	\$ -	\$ 2,625	\$ -
6321 Gentry St. Unit B						
Healthy Homes						
1 Smoke & Carbon Monoxide Detectors (2)	380		400		400	
2 Seal Tub and Faucet	490		300		300	
3 GFCI: Bathroom & Kitchen	390		500		750	
4 Repair Bathroom Wall	490		500		375	
Subtotal	\$ 1,750	\$ -	\$ 1,700	\$ -	\$ 1,825	\$ -

6321 Gentry St. Unit C						
ITEM	Visions		Sarahang		So Cal	
Healthy Homes						
1 Smoke & Carbon Monoxide Detectors (3)	290		350		325	
2 Seal Tub and Faucet	450		300		300	
3 GFCI: Bathroom & Kitchen	390		500		750	
4 Install Light Cover Fixtures	90		200		195	
Subtotal	\$ 1,220	\$ -	\$ 1,350	\$ -	\$ 1,570	\$ -

TOTAL \$13,765 \$13,150 \$14,270

Lead \$7,630	Lead \$7,050	Lead \$6,020
HH \$6,135	HH \$6,100	HH \$8,250

ATTACHMENT “B”

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 6th day of November, 2018, by and between the City of Huntington Park (hereinafter "City") Maria N. Moreno, Belen Castro, & Nerina Castro (hereinafter "Owners") and Sarahang Construction, Inc. (hereinafter "Contractor"), bearing California Contractor's License No 897724.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6321 Gentry Street (6321, 6321 B, & 6321 C), Huntington Park, California 90255 ("Property").

C. City 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 November 6, 2018. 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 28 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 included as Exhibit A, Contractor shall receive an amount not to exceed **Thirteen Thousand One Hundred Fifty Dollars (\$13,150)**.

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. 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 the City, Contractor makes the following representations to the City: 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 directly to the Contractor by the 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, 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 the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an 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 the City, 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 to Contractor upon receipt of Contractor's 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.

6. 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.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** 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. 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.

8. 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.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. 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. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. 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.

12. 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 City 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 City of such cancellation. In the event that such insurance is canceled; City 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 Ferrante Insurance Services, Inc. (925) 674-1755

13. 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.

14. 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.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter 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.

16. 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.

17. Project Insurance. The Contractor 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 five (5) 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.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant 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.

26. 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.

27. 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.

28. 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.

29. 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: Maria N. Moreno
Belen Castro
Nerina Castro
6321 Gentry Street
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.
Attn: Karim Sarahang
11905 Darlene Ln.
Moorpark, CA 93021

30. 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.

31. 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.

32. 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 Lead Hazard Control 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.

- (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 Contractor's failure to comply with the requirements of this section does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. 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.”

36. 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(S)

Signature

Date

Name

Signature

Date

Name

Signature

Date

Name

CONTRACTOR

Signature

Date

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.

Ricardo Reyes, City Manager

Date

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

Torres-Castaneda, Maria

Subject: Mandatory Pre-Bid Walk Thru: September 6, 2018

Start: Thu 9/6/2018 10:00 AM
End: Thu 9/6/2018 1:00 PM

Recurrence: (none)

Meeting Status: Meeting organizer

Organizer: Whitford Marin

Required Attendees: Whitford Marin; Torres-Castaneda, Maria; Grants; barrowconstinc@yahoo.com; jeff.munson@pcg.com; VIZIONS WEST INC ♦; Alfonso Hernandez; Sarahang Builders; adelator@aol.com

Optional Attendees: fgalan@ph.lacounty.gov

Hi All,

We are scheduling a **Mandatory** bid walk-thru for **Thursday, September 6, 2018 starting at @ 10:00 a.m.** for the following 6 residential units:

1. 10:00 a.m. 3534 Live Oak St. (single family residence)
2. 10:45 a.m. 6700 Hollenbeck St. (single family residence)
3. 11:30 a.m. 6341 Bissell St. (single family residence)
4. 12:15 p.m. 6321 Gentry St. (3 units total)
 - a. 6321 Gentry St. #B
 - b. 6321 Gentry St. #C

Bids are due by **Monday, September 17, 2018**. Also, please remember to **include cost to paint/color match all interior and exterior encapsulated areas**.

Only those bids submitted by the due date will be considered. When submitting your bid, please place the Property address in the "Subject" area of the email.

Thank you and hope to see you all at the walk-thru.

Please ensure that all your licenses and insurance information is up to date and your City of HP business license is paid. Remember to submit your City permits *(if require [windows & GFCI required]...please check with Planning)* at the time of requesting Final payment.



3534 Live Oak St. LBP Spec.pdf...



3534 Live Oak St. LBP Report.p...



6700 Hollenbeck St. LBP Spec.p...



6700 Hollenbeck St. LBP Repor...

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6321 Gentry St. (3 Units)

6321 Gentry St.						
ITEM	Visions	Alternative	Sarahang	Alternative	So Cal	Alternative
LEAD BPH						
1 Bedroom 1: Aluminum Window Sill on West Side (1)	295		300		250	
2 Bedroom 2: Aluminum Window Frame on North Side	295		300		1,400	
3 Bedroom 3: Aluminum Window Frame on North Side	295		300		250	
4 Bathroom 1 & Bathroom 2- Ceramic Tile	NA		NA		NA	
5 Exterior Window Components (2)		3,995		2,500	1,600	1,200
6 HEPA Clean: floors, window sills, and window wells	850		500		950	
7 Waste Disposal	550		575		800	
Subtotal	\$ 2,285	\$ 3,995	\$ 1,975	\$ 2,500	\$ 5,250	\$ 1,200
	\$ 6,280		\$ 4,475		\$ 6,450	

6321 Gentry St. Units B & C						
ITEM	Visions	Alternative	Sarahang	Alternative	So Cal	Alternative
LEAD BPH						
1 Exterior Brick Walls on East & South Sides	1,350		2,000		1,000	
2 Unit B Bathroom Tile	NA		NA		NA	
3 Unit C Kitchen and Bathroom Tile	NA		NA		NA	
4 Waste Disposal	-		575		800	
Subtotal	\$ 1,350	\$ -	\$ 2,575		\$ 1,800	

6321 Gentry St.						
ITEM	Visions		Sarahang		So Cal	
Healthy Homes						
1 Smoke & Carbon Monoxide Detectors (2)	490		350		475	
2 Seal Tub and Faucet	890		300		300	
3 GFCI: Bathroom & Kitchen	385		500		750	
4 Replace Outlet Covers	450		400		80	
5 Install Foundation Vents (7)	660		500		345	
6 Rain Gutters and Down Spouts	290		1,000		675	
Subtotal	\$ 3,165	\$ -	\$ 3,050	\$ -	\$ 2,625	\$ -
6321 Gentry St. Unit B						
Healthy Homes						
1 Smoke & Carbon Monoxide Detectors (2)	380		400		400	
2 Seal Tub and Faucet	490		300		300	
3 GFCI: Bathroom & Kitchen	390		500		750	
4 Repair Bathroom Wall	490		500		375	
Subtotal	\$ 1,750	\$ -	\$ 1,700	\$ -	\$ 1,825	\$ -

6321 Gentry St. Unit C						
ITEM	Visions		Sarahang		So Cal	
Healthy Homes						
1 Smoke & Carbon Monoxide Detectors (3)	290		350		325	
2 Seal Tub and Faucet	450		300		300	
3 GFCI: Bathroom & Kitchen	390		500		750	
4 Install Light Cover Fixtures	90		200		195	
Subtotal	\$ 1,220	\$ -	\$ 1,350	\$ -	\$ 1,570	\$ -

TOTAL \$13,765 \$13,150 \$14,270

Lead \$7,630	Lead \$7,050	Lead \$6,020
HH \$6,135	HH \$6,100	HH \$8,250

Sarah

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>3) Bedroom 3 – Aluminum Window Frame on North Side – This window frame is a “non-friction surface,” the lead-laden window frame may simply be intact and sealed with a suitable encapsulant that is compatible with the underlying substrate and the intended paint. Any loose and peeling paint that can be lifted with thumbnail pressure will be removed from the window components. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.” –</p> <p><i>Alternatively</i> - The lead-laden window frame may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: <u>1</u></p>	<p>\$ 300.00</p> <p>\$ N/A</p>
<p>4) Bathroom 1 and Bathroom 2 - Ceramic Tiled Surfaces - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ N/A</p> <p>\$ N/A</p>

Work Requested -	Estimated Cost
<p>5) Exterior Window Components – Since these window components are “non-friction surfaces,” the lead-laden window components may simply be intacted and sealed with a suitable encapsulant that is compatible with the underlying substrate and the intended paint. Any loose and peeling paint that can be lifted with thumbnail pressure will be removed from the window components. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.” – or-- MUST BE PRIMED AND REPAINTED.</p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: <u>2</u></p>	<p>\$1,500.00</p> <p>\$ N/A</p> <p><i>(\$2,500)</i></p>
<p>6) Because the dust wipe samples indicated a level of lead above the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned (<i>HEPA / TSP Equivalent / HEPA</i>).</p>	<p>\$ 500.00</p>
<p>7) Waste Disposal (Hazardous & Non-hazardous)</p>	<p>\$ 575.00</p>
<p>8) Total Lead Abatement Cost</p>	<p>\$ 3,475.00</p>

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Construction INC

Company Phone #: 818-4024268

Contact Person: Faraz K Sarhang

Date of Bid: 09/14/2018

Total amount of Bid: \$ 3,475.00

Estimated Time of Completion: 02 Weeks

I Faraz K Sarhang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

 Authorized Signature

**CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM**

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name: Maria Moreno & Belen Castro	APN No.: 6319-002-016
Address: 6321 Gentry St.	Tel. No.: (323) 828-7366
City: Huntington Park 90255	Date: September 12, 2018
Contractor Name: <i>Sarah</i>	

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.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Smoke and Carbon Monoxide Detectors: Install a total of new smoke three (3) and one (2) carbon monoxide combo detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	350.00
2.	Seal Tub and faucet: Remove silicone and prep tub for new seal. Install new silicone seal around the tub, along the wall and down the wall. Provide seal around the faucets and shower head.	\$	300.00
3.	Ground Fault Circuit Interceptors: Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Back yard outlet (1); Bathroom (1) and Kitchen (2) in accordance with Section 210-8 of the National Electrical Code. <i>City Permit Cost: 1-3 \$60</i>	\$	500.00
4.	Replace Outlet Covers: Replace missing outlet receptacles: Bedroom #2 (1); Dining Room (5); and Living Room (4) covers.	\$	400.00
5.	Install New Foundation Vents: Remove the existing (7) foundation vents. Install new foundation vents throughout the dwelling. The new vents shall be galvanized with a 1/4" mesh screen. The size shall match the existing openings.	\$	500.00
6.	Rain Gutters and Down Spouts: Remove and replace rain gutter (Located at the rear of property behind Bedroom #1) and down spouts (Only the back side). 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	\$	1,000.00
	TOTAL:	\$	3,050.00

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.

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.

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

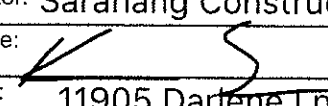
Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

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

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 proposed 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.

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, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% 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 15 calendar days.

Contractor: Sarahang Construction INC	Lic. No. & Class: 897724
Signature: 	Phone No. 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	

<u>Work Requested -</u>	<u>Estimated Cost</u>
1) Exterior Brick Walls on East & South Sides of Triplex - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner MUST BE "PAINT READY."	\$ 2,000.00
2) Unit B Bathroom - Ceramic Tiled Surfaces - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.	\$ N/A
Alternatively - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.	\$ N/A
3) Unit C Kitchen and Bathroom - Ceramic Tiled Surfaces - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.	\$ N/A
Alternatively - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.	\$ N/A

Sarah

Lead Based Paint Abatement Specifications

Triplex

6321 Gentry Street #B-C

Project Number 3012286



Page 15

<u>Work Requested -</u>	<u>Estimated Cost</u>
4) Waste Disposal (Hazardous & Non-hazardous)	\$ 575.00
5) Total Lead Abatement Cost	\$ 2,575.00

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Construction INC

Company Phone #: 818-4024268

Contact Person: Faraz K Sarhang

Date of Bid: 09/14/2018

Total amount of Bid: \$ 2,575.00

Estimated Time of Completion: 02 Weeks

I Faraz K Sarhang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

 Authorized Signature

**CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM**

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name: Fatima Hernandez (Renter)	APN No.: 6319-002-016
Address: 6321 Gentry St. #B	Tel. No.: (213) 725-0831
City: Huntington Park 90255	Date: September 12, 2018
Contractor Name: <i>Surabhan</i>	

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.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Smoke and Carbon Monoxide Detectors: Install a total of new smoke two (2) and one (2) carbon monoxide combo detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	400.00
2.	Seal Tub and faucet: Remove silicone and prep tub for new seal. Install new silicone seal around the tub, along the wall and down the wall. Provide seal around the faucets and shower head.	\$	300.00
3.	Ground Fault Circuit Interceptors: Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the: Bathroom (1) and Kitchen (3) in accordance with Section 210-8 of the National Electrical Code. <i>City Permit Cost: 1-3 \$60</i>	\$	500.00
4.	Repair Bathroom Wall: Repair the hole in drywall at the side of the shower tub. Repair will include installation of new drywall, tape, texture and paint to match existing.	\$	500.00
TOTAL:		\$	1,700.00

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.

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.

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.

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 proposed 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.

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, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% 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 15 calendar days.

Contractor: Sarahang Construction INC	Lic. No. & Class: 897724
Signature: 	Phone No. 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	

**CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM**

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name: Luis Murillo & Andrea Ocampo (Renter)	APN No.: 6319-002-016
Address: 6321 Gentry St. #C	Tel. No.: (323) 500-9507
City: Huntington Park 90255	Date: September 12, 2018
Contractor Name: <i>Sarahany</i>	

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.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Smoke and Carbon Monoxide Detectors: Install a total of new smoke two (2) and one (1) carbon monoxide combo detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	350.00
2.	Seal Tub and faucet: Remove silicone and prep tub for new seal. Install new silicone seal around the tub, along the wall and down the wall. Provide seal around the faucets and shower head.	\$	300.00
3.	Ground Fault Circuit Interceptors: Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the: Bathroom (1) and Kitchen (3) in accordance with Section 210-8 of the National Electrical Code. <i>City Permit Cost: 1-3 \$60</i>	\$	500.00
4.	Install Light Cover Fixtures: Install missing ceiling light cover fixture: Hallway	\$	200.00
TOTAL:		\$	1,350.00

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.

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.

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

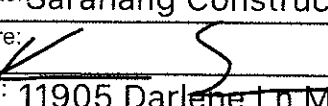
Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

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

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 proposed 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.

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, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% 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 15 calendar days.

Contractor: Sarahang Construction INC	Lic. No. & Class: 897724
Signature: 	Phone No: 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 7SWQ5
Functional Area: Entity Management, Performance Information

ENTITY	Sarahang Construction, Inc	Status: Active
DUNS: 786020961	+4:	CAGE Code: 7SWQ5 DoDAAC:
Expiration Date: Feb 28, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 11905 Darlene Ln		
City: Moorpark	State/Province: CALIFORNIA	
ZIP Code: 93021-1022	Country: UNITED STATES	



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 897724

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 7/19/2018 11:22:28 AM

Business Information

SARAHANG CONSTRUCTION INC
11905 DARLENE LANE
MOORPARK, CA 93021
Business Phone Number:(818) 402-4268

Entity Corporation
Issue Date 06/04/2007
Expire Date 06/30/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.

Bond Number: G71116037851

Bond Amount: \$15,000

Effective Date: 12/01/2017

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual FARAZ KARIM SARAHANG certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/04/2007

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9212417

Effective Date: 06/13/2017

Expire Date: 06/13/2018

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **897724**

Entity **CORP**

Business Name **SARAHANG CONSTRUCTION INC**

Classification(s) **B**

Expiration Date **06/30/2019**

www.cslb.ca.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ferrante Insurance Services, Inc. 1401 Willow Pass Road Ste 105 Concord, CA 94520 0D91034		CONTACT NAME: Sean LaPierre PHONE (A/C, No, Ext): 925-674-1755 FAX (A/C, No): 925-674-1663 E-MAIL ADDRESS: cs@ferranteinsurance.com	
INSURED Sarhang Construction, Inc. 11905 Darlene Ln Moorpark, CA 93021		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's Synd 1991 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # AA1120142	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDE INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CISDTW003980 18	06/06/18	06/06/19	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Huntington Park, its officers, officials, employers, and volunteers are to be covered as additional insured per the attached endorsement form#CG 20 10 10 01.

CERTIFICATE HOLDER**CANCELLATION**

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ferrante Insurance Services, Inc. 1401 Willow Pass Road Ste 105 Concord, CA 94520 0D91034 INSURED Sarhang Construction, Inc. 11905 Darlono Ln Moorpark, CA 93021	CONTACT NAME: Sean LaPlante PHONE: 925-674-1755 FAX: 925-674-1663 E-MAIL: cs@ferranteinsurance.com ADDRESS: cs@ferranteinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's Synd 1991 INSURER B: State Compensation Ins. Fund INSURER C: INSURER D: INSURER E: INSURER F: NAIC # AA1120142 35076
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MAINT <input checked="" type="checkbox"/> OCCUR		CISDTW003980 18	06/06/18	06/06/19	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (per occurrence) \$ 100,000
						AD & EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPOUND AGG \$ 2,000,000
	OTHER					\$
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBUSTIBLE FLUID (per accident) \$
	OWNED	SCHEDULED				BODILY INJURY (per person) \$
	AUTOS ONLY	AUTOS				BODILY INJURY (per accident) \$
	HIRD	NON-OWNED				PROPERTY DAMAGE (per accident) \$
	AUTOS ONLY	AUTOS ONLY				\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MAINT				AGGREGATE \$
	HIRD	DEFINITION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	9236867-2018	08/16/18	08/16/19	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTHER
	ANY OTHER COMPENSATION FOR EXECUTIVE IS THE SAME AND IS EXCLUDED BY (Mandatory in NM)					E.C. EACH ACCIDENT \$ 1,000,000
	If yes, describe in order of SUBSTITUTION OF BENEFICIARIES below	N/A				E.C. DISEASE - EACH EMPLOYEE \$ 1,000,000
						E.C. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate to provide proof of insurance.

CERTIFICATE HOLDER**CANCELLATION**

The City of Huntington Park, its elected and appointed officials, officers, employees, agents, and volunteers are included as additional insured.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Huntington Park
City Hall

6550 Miles Ave.

Huntington Park CA 90255-1519

(323) 584-6232

Business License /Permit NO 19-00026806
DISPLAY IN A PROMINENT PLACE

This License Issued Subject to the conditions
Listed on the Reverse side hereof.

State License Number

897724 06/30/19
Business License Number

LICENSE NOT TRANSFERABLE BOFE NO

Type of Business

GENERAL CONTRACTOR

19-00026806
Account Number

Business
Location

0021764
License Stamp / Tag

Business Name

License Valid From

SARAHANG, FARAZ KARIM

Owner Name

February 22, 2018
License Expires

Mailing Address

11905 DARLENE LN

February 28, 2019
Date Issued

MOORPARK CA 93021

September 12, 2018

By

[Signature]

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SARAHANG CONSTRUCTION INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 11905 Darlene Ln	Requester's name and address (optional)
6 City, state, and ZIP code MOORPARK CA 93021	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number								
				-			-	
or								
Employer identification number								
2	0	-	5	8	8	2	6	8 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 05/24/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

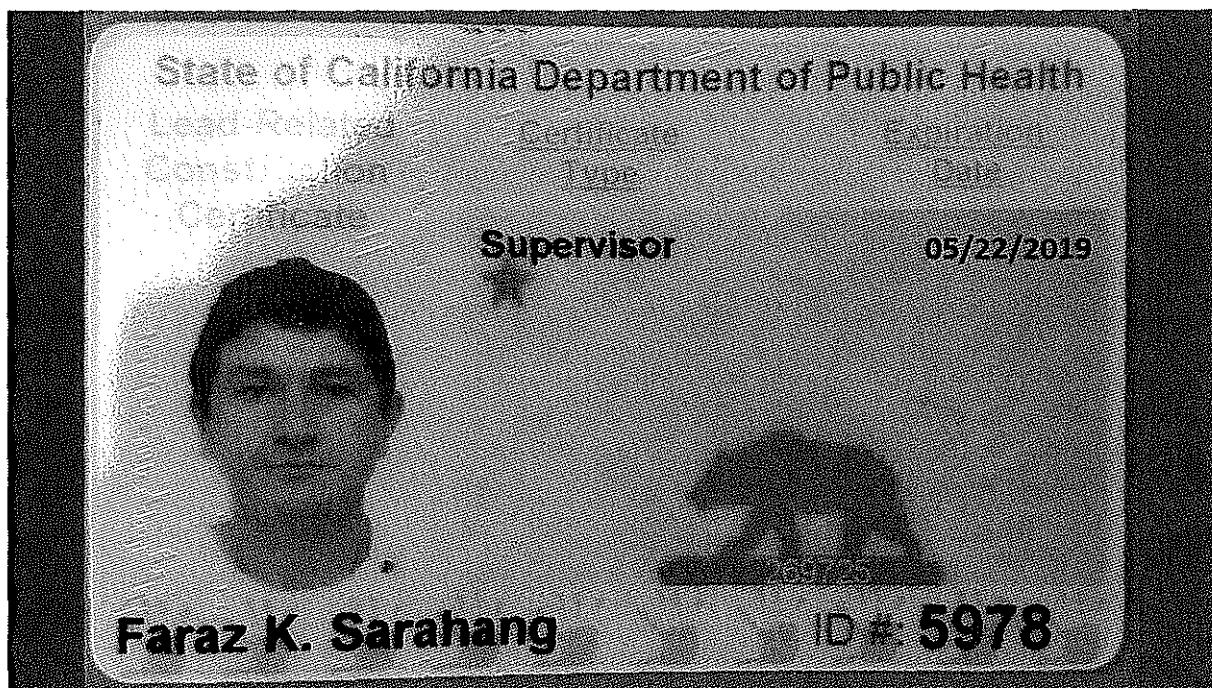
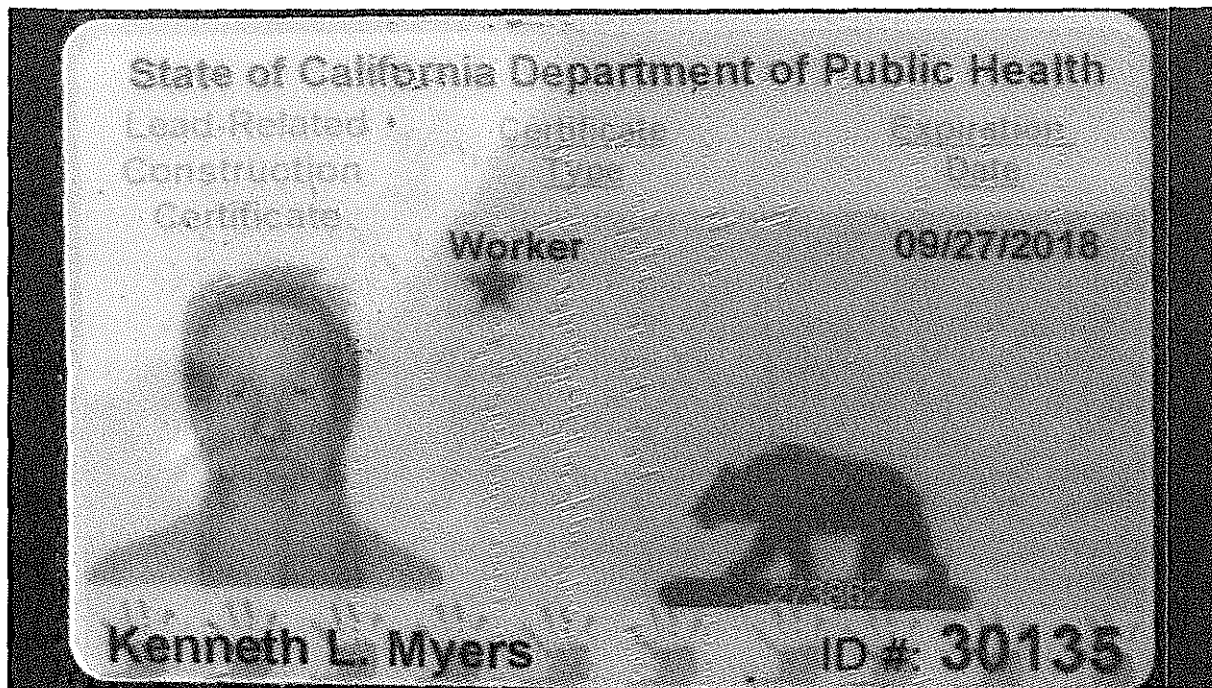
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



State of California Department of Public Health

Lead Related Construction Certificate

Certificate Type

Worker

Expiration Date 05/23/2019



Ramiro Castillo ID # **22909**

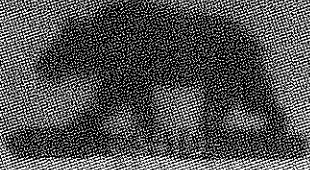

State of California Department of Public Health

Lead Related Construction Certificate

Certificate Type

Worker

Expiration Date 07/03/2019



Josue D. Cruz ID # **23567**

State of California Department of Public Health

Lead-Related

Certificate

Expiration

Construction

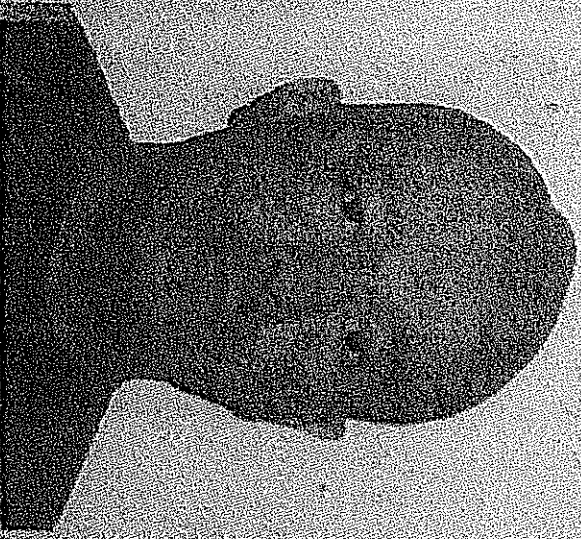
Type

Date

Certificate

Worker

10/23/2018



Oscar A. Valerio

140926

ID #: 16143



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

November 6, 2018

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 AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6700 HOLLENBECK STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Construction, Inc. for an amount of \$27,375 to remediate lead-based paint hazards interventions on a single-family unit located at 6700 Hollenbeck Street; and
2. Authorize City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6700 HOLLENBECK STREET, HUNTINGTON PARK, CALIFORNIA

November 6, 2018

Page 2 of 3

The owner residing at the single-family property located at 6700 Hollenbeck Street is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Sarahang Construction, Inc.	\$27,375
So Cal Construction Services	\$29,180
Vizion's West, Inc.	\$30,140

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

Scope of Work under the Lead Based Paint Program

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

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Window replacement that tests positive for lead based paint
5. Paint/color match interior and exterior treated areas
6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of \$27,375 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6700 HOLLENBECK STREET, HUNTINGTON PARK, CALIFORNIA

November 6, 2018

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6700 Hollenbeck St.

6700 Hollenbeck St.							
ITEM		Visions	Alternative	Sarahang	Alternative	So Cal	Alternative
<u>LEAD BPH</u>							
1	Interior & Exterior Door Components All: House & Garage	3,900		2,000		1,800	
2	Interior & Exterior Window Components: House & Garage (3)	4,225	1,950		4,000	4,200	1,800
3	Interior: Entry Walls, Ceilings, Columns & Trim Above Columns	1,190		800		1,100	
4	Interior Cabinet Components: Kitchen	1,050		500		1,700	
5	Interior Walls & Baseboards: Kitchen	1,150		800		1,400	
6	Interior Baseboards: Laundry Room	850		200		400	
7	Interior Closet Door Components: Bedroom 1 & 2 (Doors, Frames & Jambs)	690		400		700	
8	Interior Baseboards: Bedroom 1 & 2	990		300		1,050	
9	Ceramic Tile: Kitchen	NA		NA		NA	
10	Exterior Wooden Wall: Hose & Garage	4,895		10,000		6,000	
11	Exterior Eaves, Rafters & Fascia: House & Garage	4,250		4,000		3,100	
12	Exterior Columns: Entry	125		1,000		600	
13	Exterior Vents: Attic on House & Garage	665		400		550	
14	Exterior- Access Panels	140		200		325	
15	Exterior Beams - Roof Supports	450		200		550	
16	Exterior Corner Boards: Hose & Garage	1,050		200		425	
17	Exterior Door & Frame Components: Garage	490		500		700	
18	HEPA: clean all floors; window sills, & window wells	850		500		900	
19	Waste Disposal	550		575		800	
Subtotal		\$ 27,510	\$ 1,950	\$ 22,575	\$ 4,000	\$ 26,300	\$ 1,800
\$ 29,460				\$ 26,575		\$ 28,100	

6700 Hollenbeck St.						
ITEM		Visions		Sarahang		So Cal
<u>Healthy Homes</u>						
1	Smoke & Carbon Monoxide Detectors (2)	295		350		325
2	Replace Outlet Covers	105		150		60
3	GFCI: Bathroom & Kitchen	280		300		695
Subtotal		\$ 680	\$ -	\$ 800	\$ -	\$ 1,080
TOTAL		\$30,140		\$27,375		\$29,180

ATTACHMENT “B”

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this **6th day of November, 2018**, by and between the City of Huntington Park (hereinafter "City") **Francisco Tamayo** (hereinafter "Owners") and **Sarahang Construction, Inc.** (hereinafter "Contractor"), bearing California Contractor's License No 897724.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as **6700 Hollenbeck Street**, Huntington Park, California 90255 ("Property").

C. City 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 **November 6, 2018**. 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 28 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 included as Exhibit A, Contractor shall receive an amount not to exceed **Twenty-Seven Thousand Three Hundred Seventy-Five Dollars (\$27,375)**.

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. 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 the City, Contractor makes the following representations to the City: 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 directly to the Contractor by the 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, 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 the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an 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 the City, 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 to Contractor upon receipt of Contractor's 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.

6. 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.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** 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. 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.

8. 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.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. 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. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. 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.

12. 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 City 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 City of such cancellation. In the event that such insurance is canceled; City 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 Ferrante Insurance Services, Inc. (925) 674-1755

13. 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.

14. 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.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter 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.

16. 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.

17. Project Insurance. The Contractor 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 five (5) 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.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant 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.

26. 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.

27. 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.

28. 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.

29. 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: Francisco Tamayo
6700 Hollenbeck Street
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.
Attn: Karim Sarahang
11905 Darlene Ln.
Moorpark, CA 93021

30. 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.

31. 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.

32. 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 Lead Hazard Control 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.

- (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. 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.”

36. 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(S)

Signature

Date

Name

CONTRACTOR

Signature

Date

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.

Ricardo Reyes, City Manager

Date

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

Torres-Castaneda, Maria

Subject: Mandatory Pre-Bid Walk Thru: September 6, 2018

Start: Thu 9/6/2018 10:00 AM
End: Thu 9/6/2018 1:00 PM

Recurrence: (none)

Meeting Status: Meeting organizer

Organizer: Whitford Marin

Required Attendees: Whitford Marin; Torres-Castaneda, Maria; Grants; barrowconstinc@yahoo.com; jeff.munson@pcg.com; VIZIONS WEST INC ♦; Alfonso Hernandez; Sarahang Builders; adelator@aol.com

Optional Attendees: fgalvan@ph.lacounty.gov

Hi All,

We are scheduling a **Mandatory** bid walk-thru for **Thursday, September 6, 2018 starting at @ 10:00 a.m.** for the following 6 residential units:

1. 10:00 a.m. 3534 Live Oak St. (single family residence)
2. 10:45 a.m. 6700 Hollenbeck St. (single family residence)
3. 11:30 a.m. 6341 Bissell St. (single family residence)
4. 12:15 p.m. 6321 Gentry St. (3 units total)
 - a. 6321 Gentry St. #B
 - b. 6321 Gentry St. #C

Bids are due by **Monday, September 17, 2018**. Also, please remember to **include cost to paint/color match all interior and exterior encapsulated areas**.

Only those bids submitted by the due date will be considered. When submitting your bid, please place the Property address in the "Subject" area of the email.

Thank you and hope to see you all at the walk-thru.

Please ensure that all your licenses and insurance information is up to date and your City of HP business license is paid. Remember to submit your City permits *(if require [windows & GFCI required]...please check with Planning)* at the time of requesting Final payment.



3534 Live Oak St.
LBP Spec.pdf...



3534 Live Oak St.
LBP Report.p...



6700 Hollenbeck
St. LBP Spec.p...



6700 Hollenbeck
St. LBP Repor...

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6700 Hollenbeck St.

6700 Hollenbeck St.							
	ITEM	Visions	Alternative	Sarahang	Alternative	So Cal	Alternative
	<u>LEAD BPH</u>						
1	Interior & Exterior Door Components All: House & Garage	3,900		2,000		1,800	
2	Interior & Exterior Window Components: House & Garage (3)	4,225	1,950		4,000	4,200	1,800
3	Interior: Entry Walls, Ceilings, Columns & Trim Above Columns	1,190		800		1,100	
4	Interior Cabinet Components: Kitchen	1,050		500		1,700	
5	Interior Walls & Baseboards: Kitchen	1,150		800		1,400	
6	Interior Baseboards: Laundry Room	850		200		400	
7	Interior Closet Door Components: Bedroom 1 & 2 (Doors, Frames & Jambs)	690		400		700	
8	Interior Baseboards: Bedroom 1 & 2	990		300		1,050	
9	Ceramic Tile: Kitchen	NA		NA		NA	
10	Exterior Wooden Wall: Hose & Garage	4,895		10,000		6,000	
11	Exterior Eaves, Rafters & Fascia: House & Garage	4,250		4,000		3,100	
12	Exterior Columns: Entry	125		1,000		600	
13	Exterior Vents: Attic on House & Garage	665		400		550	
14	Exterior- Access Panels	140		200		325	
15	Exterior Beams - Roof Supports	450		200		550	
16	Exterior Corner Boards: Hose & Garage	1,050		200		425	
17	Exterior Door & Frame Components: Garage	490		500		700	
18	HEPA: clean all floors; window sills, & window wells	850		500		900	
19	Waste Disposal	550		575		800	
Subtotal		\$ 27,510	\$ 1,950	\$ 22,575	\$ 4,000	\$ 26,300	\$ 1,800
\$ 29,460				\$ 26,575		\$ 28,100	

6700 Hollenbeck St.							
	ITEM	Visions		Sarahang		So Cal	
	<u>Healthy Homes</u>						
1	Smoke & Carbon Monoxide Detectors (2)	295		350		325	
2	Replace Outlet Covers	105		150		60	
3	GFCI: Bathroom & Kitchen	280		300		695	
Subtotal		\$ 680	\$ -	\$ 800	\$ -	\$ 1,080	\$ -

TOTAL \$30,140

\$27,375

\$29,180

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>1) <i>Interior and Exterior Door Components Throughout (Doors, Door Frames, Door Jambs, Thresholds) on House & Garage</i> – All paint on the “<i>friction</i>” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner MUST BE PRIMED AND REPAINTED.</p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$2,000.00</p> <p>\$ 0.00</p>
<p>2) <i>Interior and Exterior Window Components on House & Garage</i> - All paint on the “<i>friction</i>” portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window (<i>friction and non-friction surfaces</i>). Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner MUST BE PRIMED AND REPAINTED.</p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: <u>03</u></p>	<p>\$ 0.00</p> <p>\$ 4,000.00</p>

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>3) <i>Interior – Entry – Walls, Ceiling, Columns & Trim Above Columns -</i> All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.</p>	\$800.00
<p>4) <i>Interior - Kitchen - Cabinet Components –</i> All paint on the “friction” portions of the lead-laden cabinet components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the remaining paint with a suitable encapsulant. Any surface treated in this manner MUST BE PRIMED AND REPAINTED.</p>	\$ 500.00
<p>5) <i>Interior – Kitchen – Walls & Baseboards -</i> All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.</p>	\$800.00
<p>6) <i>Interior – Laundry Room – Baseboards -</i> All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.</p>	\$ 200.00

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>7) Interior – Bedroom 1 and Bedroom 2 – Closet Door Components (Doors, Door Frames, Door Jambs) – All paint on the “friction” portions of the lead-laden closet door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner MUST BE PRIMED AND REPAINTED.</p> <p><i>Alternatively</i> - The lead-laden closet door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ 400.00</p> <p>\$ 0.00</p>
<p>8) Interior – Bedroom 1 and Bedroom 2 – Baseboards - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.</p>	<p>\$ 300.00</p>
<p>9) Interior - Kitchen - Ceramic Tiled Surfaces - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ 0.00</p> <p>\$ 0.00</p>

<u>Work Requested -</u>	<u>Estimated Cost</u>
10) Exterior – Wooden Walls on House & Garage - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.	\$ 10,000.00
11) Exterior – Eaves, Rafters & Fascia on House & Garage - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.	\$ 4,000.00
12) Exterior – Columns at Entry to Unit 6700 - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.	\$ 1,000.00
13) Exterior – Vents (Attic) on House & Garage - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.	\$ 400.00

<u>Work Requested -</u>	<u>Estimated Cost</u>
14) Exterior – Access Panels - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.	\$ 200.00
15) Exterior – Beams (Roof Supports) - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.	\$ 200.00
16) Exterior – Corner Boards on House & Garage - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE PRIMED AND REPAINTED.	\$ 200.00

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>17) Exterior – Garage Door Components (Garage Door & Garage Door Frame) – All paint on the “<i>friction</i>” portions of the lead-laden garage door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner MUST BE PRIMED AND REPAINTED.</p> <p><i>Alternatively</i> - The lead-laden garage door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 500.00</p> <p>\$ 0.00</p>
18) Because the dust wipe samples indicated a level of lead above the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned (<i>HEPA / TSP Equivalent / HEPA</i>).	\$ 500.00
19) Waste Disposal (Hazardous & Non-hazardous)	\$ 575.00
20) Total Lead Abatement Cost	\$ 26,575.00

NOTE: Unit 6702 was not participating in the program; therefore, it was not inspected or sampled. All painted surfaces within this unit should be considered and treated as lead laden until properly identified.

Lead Based Paint Abatement Specifications

Duplex

6700-6702 Hollenbeck Street

Project Number 3012446



Page 20

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Construction INC

Company Phone #: 818-4024268

Contact Person: Faraz K Sarahang

Date of Bid: 09/14/2018

Total amount of Bid: \$ 26,575.00

Estimated Time of Completion: 02 Weeks

I Faraz K Sarahang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

A handwritten signature in black ink, appearing to read 'Faraz K Sarahang', written over a horizontal line.

Authorized Signature

**CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM**

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name: Francisco Tamayo	APN No.: 6324-035-051
Address: 6700 Hollenbeck St.	Tel. No.: (323) 363-8684 (310) 303-9963 Julia, Wife
City: Huntington Park 90255	Date: September 12, 2018
Contractor Name: <i>Sarahang</i>	

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.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Smoke and Carbon Monoxide Detectors: Install a total of new smoke two (2) and one (1) carbon monoxide combo detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	350.00
2.	Replace Outlet Covers: Replace missing outlet receptacles: one (1) Kitchen; one (1) in Dining Room; and one (1) Living Room covers.	\$	150.00
3.	Ground Fault Circuit Interceptors: Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathroom (1) and Kitchen (1) in accordance with Section 210-8 of the National Electrical Code. <i>City Permit Cost: 1-3 \$60</i>	\$	300.00
TOTAL:		\$	800.00

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.

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.

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

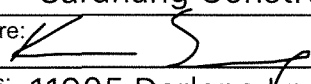
Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

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

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 proposed 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.

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, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% 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 15 calendar days.

Contractor: Sarahang Construction INC	Lic. No. & Class: 897724
Signature: 	Phone No.: 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 786020961
Functional Area: Entity Management, Performance Information

ENTITY	Sarahang Construction, Inc	Status:Active
---------------	----------------------------	---------------

DUNS: 786020961	+4:	CAGE Code: 7SWQ5	DoDAAC:
-----------------	-----	------------------	---------

Expiration Date: Feb 28, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
-------------------------------	---------------------------	-----------------------------

Address: 11905 Darlene Ln	State/Province: CALIFORNIA
City: Moorpark	Country: UNITED STATES
ZIP Code: 93021-1022	



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 897724

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 4/18/2018 3:58:50 PM

Business Information

SARAHANG CONSTRUCTION INC
11905 DARLENE LANE
MOORPARK, CA 93021
Business Phone Number: (818) 402-4268

Entity Corporation
Issue Date 06/04/2007
Expire Date 06/30/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.

Bond Number: G71116037851

Bond Amount: \$15,000

Effective Date: 12/01/2017

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual FARAZ KARIM SARAHANG certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/04/2007

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9212417

Effective Date: 06/13/2017

Expire Date: 06/13/2018

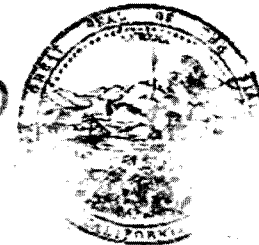
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **897724**

Entity **CORP**

Business Name **SARAHANG CONSTRUCTION INC**

Classification(s) **B**

Expiration Date **06/30/2019**

www.cslb.ca.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ferrante Insurance Services, Inc. 1401 Willow Pass Road Ste 105 Concord, CA 94520 0D91034	CONTACT NAME: Sean LaPierre	
	PHONE (A/C No. Ext): 925-674-1755	FAX (A/C No.): 925-674-1663
INSURED Sarhang Construction, Inc. 11905 Darlene Ln Moorpark, CA 93021	E-MAIL ADDRESS: cs@ferranteinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyd's Synd 1991	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC # AA1120142		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		CISDTW003980 18	06/06/18	06/06/19	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Huntington Park, its officers, officials, employers, and volunteers are to be covered as additional insured per the attached endorsement form#CG 20 10 10 01.

CERTIFICATE HOLDER**CANCELLATION**

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Farranto Insurance Services, Inc. 1401 Willow Pass Road Ste 105 Concord, CA 94520 0D91034 INSURED Sarhang Construction, Inc. 11905 Darlene Ln Moorpark, CA 93021	CONTACT NAME: Sean LaPierre PHONE: 925-674-1755 FAX: 925-674-1663 E-MAIL: cs@farrantoinsurance.com ADDRESS: cs@farrantoinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's Synd 1991 INSURER B: State Compensation Ins. Fund INSURER C: INSURER D: INSURER E: INSURER F: NAIC # AA1120142 35076
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CISDTW003980 18	06/06/18	06/06/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE D AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PERSONS TO WHOM THE EXECUTIVE OFFICER OF THE INSURED IS EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	9236867-2018	08/16/18	08/16/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate to provide proof of insurance.

CERTIFICATE HOLDER

CANCELLATION

The City of Huntington Park, its elected and appointed officials, officers, employees, agents, and volunteers are included as additional insured.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 19-00026806
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number
LICENSE NOT TRANSFERABLE		BOFE NO
Type of Business	GENERAL CONTRACTOR	897724 06/30/19 Business License Number
Business Location		19-00026806 Account Number
Business Name		0021764 License Stamp / Tag
Owner Name	SARAHANG, FARAZ KARIM	License Valid From
Mailing Address	11905 DARLENE LN MOORPARK CA 93021	February 22, 2018 License Expires
		February 28, 2019 Date Issued
		September 12, 2018

By *[Signature]*

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SARAHANG CONSTRUCTION INC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 11905 Darlene Ln	Requester's name and address (optional)
	6 City, state, and ZIP code MOORPARK CA 93021	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
2	0	-	5	8	8	2	6	8	4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 05/24/2017
------------------	--	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)


Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

State of California Department of Public Health

Lead-Related Construction Certificate	Certificate Type	Expiration Date
	Worker ★	09/27/2018
Kenneth L. Myers		ID #: 30135



State of California Department of Public Health

Lead-Related Construction Certificate	Certificate Type	Expiration Date
	Supervisor ★	05/22/2019
Faraz K. Sarahang		ID #: 5978



State of California Department of Public Health


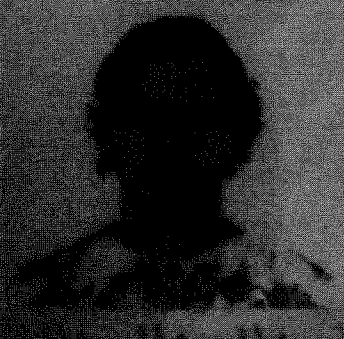
Lead-Related Construction Certificate	Certificate Type	Expiration Date
	Worker	05/23/2019



Ramiro Castillo ID #: **22909**

State of California Department of Public Health

Lead-Related Construction Certificate	Certificate Type	Expiration Date
	Worker	07/03/2019



Juan D. Cruz ID #: **23567**



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

November 6, 2018

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 AWARD OF CONTRACT TO SO CAL CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6341 BISSELL STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with So Cal Construction Services for an amount of \$7,645 to remediate lead-based paint hazards interventions on a single-family unit located at 6341 Bissell Street; and
2. Authorize City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SO CAL CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6341 BISSELL STREET, HUNTINGTON PARK, CALIFORNIA

November 6, 2018

Page 2 of 3

The owner residing at the single-family property located at 6341 Bissell Street is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Sarahang Construction, Inc.	\$8,625
Vizion's West, Inc.	\$11,285
So Cal Construction Services	\$7,645

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

Scope of Work under the Lead Based Paint Program

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

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Window replacement that tests positive for lead based paint
5. Paint/color match interior and exterior treated areas
6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of \$7,645 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

**CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SO CAL
CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED
PAINT PROGRAM FOR PROPERTY LOCATED AT 6341 BISSELL STREET,
HUNTINGTON PARK, CALIFORNIA**

November 6, 2018

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6341 Bissell St.

6341 Bissell St.						
ITEM	Visions	Alternative	Sarahang	Alternative	So Cal	Alternative
LEAD BPH						
1 Interior Doors Frames (Kitchen, Laundry, Den, Bedroom 2 & 3)	1,625		2,000		1,200	
2 Bathroom Ceramic Tile	NA		NA		NA	
3 Exterior Door Frame- Laundry Room	325		400		200	
4 Eaves on East & South Sides	3,890		2,000		1,200	
5 Rafters on East, South & West Sides	2,950		1,500		2,400	
6 Beams: Carport	950		1,000		400	
7 Waste Disposal	550		575		800	
Subtotal	\$ 10,290	\$ -	\$ 7,475	\$ -	\$ 6,200	\$ -

6341 Bissell St.						
ITEM	Visions		Sarahang		So Cal	
Healthy Homes						
1 Smoke & Carbon Monoxide Detectors (2)	490		500		475	
2 Install Light Cover Fixtures- Bathroom (2)	40		150		195	
3 GFCI: Bathroom & Kitchen	465		500		775	
Subtotal	\$ 995	\$ -	\$ 1,150	\$ -	\$ 1,445	\$ -

TOTAL	\$11,285	\$8,625	\$7,645
Lead	\$10,290	\$7,475	\$6,200
Healthy Homes	\$995	\$1,150	\$1,445

ATTACHMENT “B”

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 6th day of November, 2018, by and between the City of Huntington Park (hereinafter "City") Lorenzo Sanchez (hereinafter "Owners") and So Cal Construction Services (hereinafter "Contractor"), bearing California Contractor's License No 914757.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6341 Bissell Street, Huntington Park, California 90255 ("Property").

C. City 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 November 6, 2018. 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 28 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 included as Exhibit A, Contractor shall receive an amount not to exceed **Seven Thousand Six Hundred Forty-Five Dollars (\$7,645)**.

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. 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 the City, Contractor makes the following representations to the City: 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 directly to the Contractor by the 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, 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 the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an 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 the City, 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 to Contractor upon receipt of Contractor's 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.

6. 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.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** 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. 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.

8. 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.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. 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. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. 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.

12. 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 City 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 City of such cancellation. In the event that such insurance is canceled; City 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 Admiral Insurance Co. (916) 939-1080

13. 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.

14. 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.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter 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.

16. 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.

17. Project Insurance. The Contractor 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 five (5) 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.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant 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.

26. 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.

27. 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.

28. 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.

29. 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: Lorenzo Sanchez
6341 Bissell Street
Huntington Park, CA 90255

Contractor: So Cal Construction Services
Attn: Richard Garcia
14818 Mansa Drive
La Mirada, CA 90638

30. 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.

31. 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.

32. 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 Lead Hazard Control 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.

- (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 Contractor's failure to comply with the requirements of this section does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. 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.”

36. 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(S)

Signature

Date

Name

CONTRACTOR

Signature

Date

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.

Ricardo Reyes, City Manager

Date

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

Torres-Castaneda, Maria

Subject: Mandatory Pre-Bid Walk Thru: September 6, 2018

Start: Thu 9/6/2018 10:00 AM
End: Thu 9/6/2018 1:00 PM

Recurrence: (none)

Meeting Status: Meeting organizer

Organizer: Whitford Marin

Required Attendees: Whitford Marin; Torres-Castaneda, Maria; Grants; barrowconstinc@yahoo.com; jeff.munson@pcg.com; VIZIONS WEST INC ♦; Alfonso Hernandez; Sarahang Builders; adelator@aol.com

Optional Attendees: fgalkan@ph.lacounty.gov

Hi All,

We are scheduling a **Mandatory** bid walk-thru for **Thursday, September 6, 2018 starting at @ 10:00 a.m.** for the following 6 residential units:

1. 10:00 a.m. 3534 Live Oak St. (single family residence)
2. 10:45 a.m. 6700 Hollenbeck St. (single family residence)
3. 11:30 a.m. 6341 Bissell St. (single family residence)
4. 12:15 p.m. 6321 Gentry St. (3 units total)
 - a. 6321 Gentry St. #B
 - b. 6321 Gentry St. #C

Bids are due by **Monday, September 17, 2018**. Also, please remember to **include cost to paint/color match all interior and exterior encapsulated areas**.

Only those bids submitted by the due date will be considered. When submitting your bid, please place the Property address in the "Subject" area of the email.

Thank you and hope to see you all at the walk-thru.

Please ensure that all your licenses and insurance information is up to date and your City of HP business license is paid. Remember to submit your City permits *(if require [windows & GFCI required]...please check with Planning)* at the time of requesting Final payment.



3534 Live Oak St.
LBP Spec.pdf...



3534 Live Oak St.
LBP Report.p...



6700 Hollenbeck
St. LBP Spec.p...



6700 Hollenbeck
St. LBP Repor...

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6341 Bissell St.

6341 Bissell St.						
ITEM	Visions	Alternative	Sarahang	Alternative	So Cal	Alternative
LEAD BPH						
1 Interior Doors Frames (Kitchen, Laundry, Den, Bedroom 2 & 3)	1,625		2,000		1,200	
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5 Rafters on East, South & West Sides	2,950		1,500		2,400	
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7 Waste Disposal	550		575		800	
Subtotal	\$ 10,290	\$ -	\$ 7,475	\$ -	\$ 6,200	\$ -

6341 Bissell St.						
ITEM	Visions		Sarahang		So Cal	
Healthy Homes						
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3 GFCI: Bathroom & Kitchen	465		500		775	
Subtotal	\$ 995	\$ -	\$ 1,150	\$ -	\$ 1,445	\$ -

TOTAL \$11,285

\$8,625

\$7,645

Lead \$10,290
Healthy Homes \$995

\$7,475
\$1,150

\$6,200
\$1,445

1,200• +
200• +
1,200• +
2,400• +
400• +
800• +
6,200• ◇

••0••
475• +
195• +
775• +
1,445• ◇

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>1) Interior Doors Frames (Kitchen, Laundry Room, Den, Bedroom 3, Bathroom 2) - All paint on the "friction" portions of the lead-laden door frames must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner MUST BE "PAINT READY."</p> <p><i>Alternatively</i> - The lead-laden door frames may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ \$1,200.00</p> <p>\$ N/A</p>
<p>2) Bathroom 2 - Ceramic Tiled Surfaces - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ N/A</p> <p>\$ N/A</p>

Work Requested -	Estimated Cost
<p>3) Exterior Door Frame at Laundry Room – All paint on the “friction” portions of the lead-laden door frame must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner MUST BE “PAINT READY.”</p> <p><i>Alternatively</i> - The lead-laden door frame may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ \$200.00</p> <p>\$ N/A</p>
<p>4) Eaves on East and South Sides - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.”</p>	<p>\$ \$1,200.00</p>
<p>5) Rafters on East, South and West Sides - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.”</p>	<p>\$ \$2,400.00</p>

<u>Work Requested -</u>	<u>Estimated Cost</u>
6) Beams at Carport - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner MUST BE "PAINT READY."	\$ \$400.00
7) Waste Disposal (Hazardous & Non-hazardous)	\$ \$800.00
8) Total Lead Abatement Cost	\$ \$6,200.00

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: So Cal Construction services

Date of Bid: 9/12/18

Company Phone #: 562/228-5033

Total amount of Bid: \$ \$6,200.00

Contact Person: Richard Garcia

Estimated Time of Completion: 8/9 Days

I Richard Garcia hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

 Authorized Signature

**CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM**

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Lorenzo & Maria G. Sanchez	APN No.:	6319-019-018
Address:	6341 Bissell St.	Tel. No.:	(323) 326-8092
City:	Huntington Park 90255	Date:	September 12, 2018
Contractor Name:	So Cal Construction Services		

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.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Smoke and Carbon Monoxide Detectors: Install a total of new smoke three (3) and two carbon monoxide (combo 2) detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	475.00
2.	Install Light Cover Fixtures: Install missing ceiling light cover fixture: Bathroom #2	\$	195.00
3.	Ground Fault Circuit Interceptors: Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathrooms (2) and Kitchen (2) and Landry (1) Rooms in accordance with Section 210-8 of the National Electrical Code. <i>City Permit Cost: 1-3 \$60</i>	\$	775.00
	TOTAL:	\$	1,445.00

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.

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.

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.

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 proposed 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.

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, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% 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 1-2 calendar days.

Contractor: So Cal Construction Services	Lic. No. & Class: 914757
Signature: <i>Richard Garcia</i>	Phone No: 213700-8000 562-228-5033
Address: 14818 Mansa Dr. La Mirada, Ca 90638	

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 031335928
Functional Area: Entity Management, Performance Information

ENTITY	Williams, Steve	Status: Active
DUNS: 031335928	+4:	CAGE Code: 7J8T5 DoDAAC:
Expiration Date: May 22, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 14818 MANSA DR	State/Province: CALIFORNIA	
City: LA MIRADA	Country: UNITED STATES	
ZIP Code: 90638-3034		



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 914757

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 9/5/2018 12:05:08 PM

Business Information

SO CAL CONSTRUCTION SERVICES
14818 MANSA DRIVE
LA MIRADA, CA 90638
Business Phone Number:(562) 228-5033

Entity Partnership
Issue Date 04/25/2008
Expire Date **04/30/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C21 - BUILDING MOVING, DEMOLITION
C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)

Certifications

ASB - ASBESTOS (Check DOSH Asbestos Registration)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC6362523

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 1896382

Effective Date: 04/01/2010

Expire Date: 04/01/2019

Workers' Compensation History

Miscellaneous Information



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **914757**

License Type **PART**

License Holder **SO CAL CONSTRUCTION SERVICES**

License Class **B C21 ASB C22**

Expiration Date **04/30/2020**

www.cslb.ca.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME DINA ATHEY		
	PHONE (A/C, No, Ext) (916) 939-1080	FAX (A/C, No) (916) 939-1085	
INSURED SO CAL CONSTRUCTION SERVICES 14818 MANSA DR. LA MIRADA, CA 90638	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: ADMIRAL INSURANCE COMPANY		24856
	INSURER B: UNITED FINANCIAL CASUALTY CO.		11770
	INSURER C: STATE COMPENSATION INS. FUND		35076
	INSURER D:		
	INSURER E:		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONT. POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			FEI-ECC-21381-03	04/07/18	04/07/19	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP/AGG \$ 2,000,000	
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			06646276-7	04/29/18	10/29/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	1896382-18	04/01/18	04/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 6341 BISSELL
CITY OF HUNTINGTON PARK, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER CITY OF HUNTINGTON PARK	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above SO CAL CONSTRUCTION SERVICES	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 14818 MANSA DRIVE	
	City, state, and ZIP code LA MIRADA, CA 90638	
List account number(s) here (optional)		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
26	1731138

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 9/5/18
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

State of California Department of Public Health

Department of Public Health

Department of Public Health

Worker

03/10/2020



Richard M. Garcia

ID #: 31115

State of California Department of Public Health

Lead-Registered

License

2019

Construction

100

100

Certificate

Supervisor

12/11/2019



Steve J. Williams

ID # 18591



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

November 6, 2018

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 AWARD OF CONTRACT TO JK CONSTRUCTION IN CONNECTION WITH THE CITY'S MINOR HOME REPAIR PROGRAM FOR PROPERTY LOCATED AT 4137 CUDAHY STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with JK Construction for an amount of \$7,500 to address minor home repairs on a single-family unit located at 4137 Cudahy Street; and
2. Authorize City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 3, 2018, the City Council approved the allocation of \$150,000.00 in the CDBG grant funds for the City's Minor Home Repair Program (MHRP) in the Fiscal Year 2018-19 Annual Action Plan. The City's Minor Home Repair Program provides low and moderate income owner-occupied owners with up to \$7,500 grant.

The owner residing at the single-family property located at 4137 Cudahy Street is qualified to participate the program. The City received bids from two (2) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
JK Construction	\$7,500
Moreno Construction	\$11,150

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO JK CONSTRUCTION IN CONNECTION WITH THE CITY'S MINOR HOME REPAIR PROGRAM FOR PROPERTY LOCATED AT 4137 CUDAHY STREET, HUNTINGTON PARK, CALIFORNIA

November 6, 2018

Page 2 of 2

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 the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work under the Minor Home Repair Program

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

1. Installation of damaged wood fence.
2. Replace and paint damaged fascia.

FISCAL IMPACT/FINANCING

The funding of \$7,500 for this program is included in the FY 2018-19 Budget in account number 239-0270-463.56-52 (Minor Home Repair Program).

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Minor Home Repair Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Minor Home Repair Program
Bid Evaluation
4137 Cudahy St.

	ITEM	In-house Estimate	JK	Moreno
1	Replace Damaged Fascia	\$1,200.00	\$ 1,800	4,750
2	Replace Damaged Wood Fence	\$6,300.00	\$ 5,700	6,400
	TOTAL:	\$7,500.00	\$ 7,500	11,150
	CONSTRUCTION BUDGET:	\$7,500.00		
	OVER/UNDER:	\$0.00		

ATTACHMENT “B”

MINOR HOME REPAIR IMPROVEMENT CONTRACT

This Agreement, is made and entered into this 6th day of November, 2018, by and between City of Huntington Park (hereinafter "Grantor") Maria Higuera (hereinafter "Owner and Grantee") and JK Construction & Remodeling (hereinafter "Contractor"), bearing California Contractor's License No. 450297.

RECITALS

A. The City of Huntington Park has established the Minor Home Repair Program (the "Program") pursuant to which the City provides grants 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 grant 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 4137 Cudahy 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 upon signature dated November 6, 2018. 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 29 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 **\$7,500.00**.

5. Payment. Payment for the Work that is to be made by Contractor, upon City's approval is as follows:

Description of Work:

Replace Wood Fascia

Replace Wood Fence

Total Cost: **\$7,500.00**

Contractor shall submit an invoice for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, payment shall be made to Contractor. 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.

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 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 City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from City. 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 City to Contractor upon City's receipt of Contractor's 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.

6. 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.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within twenty (20) calendar days of the execution of this agreement and the Work shall be substantially completed within 14 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 City 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.

8. 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 City, as and for liquidated damages, the sum of \$10.00 per day for each such day or portion thereof, for a maximum of 30 days.

9. 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.

10. 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.

11. 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.

12. 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 the City 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 City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at the City'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 City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Commerce West Insurance

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 the City, 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 City 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 City 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.

25. Automatic Termination. This Agreement is contingent upon the funding of the grants 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.

26. 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.

27. 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.

28. 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.

29. 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: Maria Higuera
4137 Cudahy Street
Huntington Park, CA 90255

Contractor: JK Construction & Remodeling
Jerry McKinish
915 Lake Street
Huntington Beach, CA 92648

30. 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.

31. 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.

32. 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 Minor Home Repair 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 your 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 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

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(S)

Maria Higuera

Date

CONTRACTOR

Jerry McKinish

Date

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.

Ricardo Reyes, City Manager

Date

EXHIBIT A
MINOR HOME REPAIR PROGRAM

CITY OF HUNTINGTON PARK Minor Home Repair Program
Bid Evaluation
4137 Cudahy St.

	ITEM	In-house Estimate	JK	Moreno
1	Replace Damaged Fascia	\$1,200.00	\$ 1,800	4,750
2	Replace Damaged Wood Fence	\$6,300.00	\$ 5,700	6,400
	TOTAL:	\$7,500.00	\$ 7,500	11,150
	CONSTRUCTION BUDGET:	\$7,500.00		
	OVER/UNDER:	\$0.00		

♦♦0♦♦

1,800♦ +

5,700♦ +

7,500♦ ♦

JK.

**CITY OF HUNTINGTON PARK
MINOR HOME REPAIR PROGRAM**

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

Name:	Maria Higuera	APN No.:	6214-024-017
Address:	4137 Cudahy ST.	Tel. No.:	(323) 945-0264
City:	Huntington Park 90255	Date:	January 18, 2018

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.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Replace Damaged Fascia: Remove and replace all damaged and/or dry-rotted fascia boards throughout the exterior of the dwelling. Prep, primer and install two (2) coats of exterior grade paint. The owner shall select and approve paint color(s) and finish prior to application.	\$	1,800
2.	Replace Damaged Wood Fence: Remove and replace existing fence at the <i>Southerly, Easterly and Northerly</i> sides of the property. Repair includes the removal and replacement of 4x4 x 6 ft. post (set in concrete); 5 1/2 in x 6 ft. vertical picket; and 2x4 horizontal fence rails. <i>* REPLACE 140 LF WOOD FENCING</i>	\$	5,700
	PROJECT TOTAL:	\$	7,500 Estimate

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.

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.

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.

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 proposed 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:

SEVENTY-FIVE HUNDRED Dollars, (\$ 7500 -)
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 30 calendar days.

Contractor: <u>JK CONSTRUCTION</u>	Lic. No. & Class: <u>450297</u>
Signature: <u>Jimmy M. Kimmel</u>	Phone No.: <u>714 404-9846</u>
Address: <u>915 LAKE H.B. RD 92648</u>	

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 75pz4
Functional Area: Entity Management, Performance Information

ENTITY	JK CONSTRUCTION	Status: Active
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DUNS: 938168101	+4:	CAGE Code: 75PZ4	DoDAAC:
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Expiration Date: Mar 26, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 915 LAKE ST	State/Province: CALIFORNIA
City: HUNTINGTON BEACH	Country: UNITED STATES
ZIP Code: 92648-3571	



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 450297

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 9/19/2018 12:03:03 PM

Business Information

J K CONSTRUCTION
915 LAKE STREET
HUNTINGTON BEACH, CA 92648
Business Phone Number:(714) 404-9846

Entity Sole Ownership
Issue Date 12/19/1983
Expire Date **05/31/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C47 - MANUFACTURED HOUSING
B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 223287

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

Effective Date: 04/16/2018

Expire Date: None

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Accurate & Affordable Insurance Inc. PO BOX 8247 Fountain Valley CA 92728	CONTACT NAME: Abir Walters	
	PHONE (A/C, No, Ext): 714-943-2103 FAX (A/C, No):	
	E-MAIL ADDRESS: sales@aainsuranceonline.com	
INSURED JK CONSTRUCTION & REMODLEING 915 Lake ST Huntington Beach CA 92648	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Preferred Contractors Insurance Company	
	INSURER B: Wesco Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PCA5026-PC252095	01/10/2018	01/10/2019	EACH OCCURRENCE \$ 1,000,000
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
<input type="checkbox"/>							MED EXP (Any one person) \$ 5,000
<input type="checkbox"/>							PERSONAL & ADV INJURY \$ 1000,000
<input type="checkbox"/>							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
<input type="checkbox"/>	OTHER:						\$
<input type="checkbox"/>	AUTOMOBILE LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
<input type="checkbox"/>	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>							\$
<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
<input type="checkbox"/>	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WWC3252263	12/31/2107	12/31/2018	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Huntington Park, its elected and appointed officials, officers, employees, agents, and volunteers are included as additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Park Attn: Community Development Department 6550 Miles Avenue Huntington Park, CA 90255	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Abir Walters

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**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name MCKINISH INC / JK CONSTRUCTION	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> ^S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 915 LAKE STREET	Requester's name and address (optional)
City, state, and ZIP code Huntington Beach, CA. 92648	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
33-0104476

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ Jerry McKinish	Date ▶ 01-01-2018
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 19-00025481

DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number 450297 05/31/18
LICENSE NOT TRANSFERABLE BOFE NO		Business License Number 19-00025481
Type of Business		Account Number 0020514
Business Location		License Stamp / Tag
Business Name	JK CONSTRUCTION	License Valid From
Owner Name	JERRY CLYDE MCKINISH	License Expires September 30, 2019
Mailing Address	915 LAKE ST HUNTINGTON BEACH CA 92648	Date Issued October 08, 2018

By





CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

November 6, 2018

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 ORDINANCE AMENDING ORDINANCE NO. 2016-946, REPEALING SECTION 3-1.2404B OF TITLE 3 "FINANCE", CHAPTER 1 "BUSINESS LICENSING", ARTICLE 24 "MEDICAL MARIJUANA BUSINESS PERMITS," OF THE HUNTINGTON PARK MUNICIPAL CODE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Waive first reading and introduce Ordinance No. 2018-968 Amending Ordinance 2016-946, repealing Section 3-1.2404B of Title 3, Chapter 1, Article 24 of the Huntington Park Municipal Code; and
2. Schedule the second reading and adoption of said ordinance at the next regular city council meeting.

BACKGROUND

The City Council of the City of Huntington Park ("City") on March 15, 2016, adopted Ordinance No. 2016-946, relating to Medical Marijuana Dispensary and Cultivation Permits. There was litigation filed challenging the validity of Ordinance No. 2016-946, in the matter of *MKay, Inc., et al. v. City of Huntington Park, et al.*, case no. 2:17-CV-01467-SJO-AFM. This case was heard in the United States District Court, Honorable S. James Otero, Judge Presiding. Judge Otero ruled that Ordinance No. 2016-946 was constitutional and enforceable in all respects, except for Section 3-1.2404B, relative to the anti-lobbying provisions of this Code section.

In order to comply with the order of the Federal District Court's decision, the City Council is required to amend Ordinance 2016-924 by repealing only Section 3-1.2404B in its entirety. All other Sections and provisions of Ordinance 2016-924 and the applicable Municipal Code Sections shall remain in full force and effect.

CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING ORDINANCE NO. 2016-946, REPEALING SECTION 3-1.2404B OF TITLE 3 “FINANCE”, CHAPTER 1 “BUSINESS LICENSING”, ARTICLE 24 “MEDICAL MARIJUANA BUSINESS PERMITS,” OF THE HUNTINGTON PARK MUNICIPAL CODE

November 6, 2018

Page 2 of 2

As a result of the Judge’s ruling, it is recommended that Section 3-1.2404B of the Huntington Park Municipal Code relating to the prohibition of applicants of medical marijuana permits from contacting or lobbying any City Council member set forth in that Section should be repealed in its entirety. All other provisions, sections and subsections of Title 4, Chapter 7, Article 19 and Title 3, Chapter 1 of Article 24 of the Huntington Park Municipal Code as set forth in Ordinance 2016-946, shall remain unchanged and in full force and effect.

FISCAL IMPACT/FINANCING

There is no fiscal impact to this action. By repealing this one subsection of the Municipal Code, it will avoid further court action.

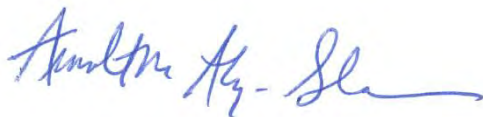
CONCLUSION

By introducing this Ordinance and setting it for second reading and adoption the City will be in compliance with the Court’s ruling. In addition, all references in the City’s policies and guidelines relating to Medical Marijuana Business Permit applications or processes which prohibit contact with or lobbying members of the City Council shall be removed.

Respectfully submitted,



RICARDO REYES
City Manager



Arnold M. Alvarez-Glasman
City Attorney

ATTACHMENTS

- A. Ordinance No. 2018-968
- B. Ordinance No. 2016-946

ATTACHMENT “A”

ORDINANCE NO. 2018-968

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK AMENDING ORDINANCE
No. 2016-946, REPEALING SECTION 3-1.2404B OF
TITLE 3 "FINANCE," CHAPTER 1 "BUSINESS
LICENSING," ARTICLE 24 "MEDICAL MARIJUANA
BUSINESS PERMITS," OF THE HUNTINGTON PARK
MUNICIPAL CODE

WHEREAS, the City of Huntington Park ("City") on March 15, 2016, adopted Ordinance No. 2016-946, relating to Medical Marijuana Dispensary and Cultivation Permits; and

WHEREAS, litigation was brought challenging the validity of Ordinance No. 2016-946, in the matter of *MKay, Inc., et al. v. City of Huntington Park, et al.*, case no. 2:17-CV-01467-SJO-AFM; and

WHEREAS, the United States District Court, Honorable S. James Otero, Judge Presiding, ruled that Ordinance No. 2016-946 was constitutional and enforceable in all respects, except for Section 3-1.2404B, relative to the anti-lobbying provisions of this Code section; and

WHEREAS, in order to comply with the order of the Federal District Court's decision, the City Council hereby enacts this amendment to Ordinance 2016-924 by repealing only Section 3-1.2404B in its entirety. All other Sections and provisions of Ordinance 2016-924 and the applicable Municipal Code Sections shall remain in full force and effect.

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

SECTION 1. The recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Section 3-1.2404B of the Huntington Park Municipal Code relating to the prohibition of applicants of medical marijuana permits from contacting or lobbying any City Council member set forth in that Section is hereby repealed in its entirety.

SECTION 3. All other provisions, sections and subsections of Title 4, Chapter 7, Article 19 and Title 3, Chapter 1 of Article 24 of the Huntington Park Municipal Code as set forth in Ordinance 2016-946, shall remain unchanged and in full force and effect.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, subdivision, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses or phrases be declared unconstitutional.

ATTACHMENT “B”

1 **SECTION 5.** Effective Date. This Ordinance shall take effect thirty days
2 after its adoption. The City Clerk or her duly appointed deputy shall certify to the
3 adoption of this Ordinance and shall cause this Ordinance to be published as
4 required by law.

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6 **PASSED, APPROVED and ADOPTED** this ____ day of ____, 2018.

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Jhonny Pineda, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

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WHEREAS, California Constitution Article 11, Section 7 authorizes the City of Huntington Park (“City”) to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws;

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1 “there is no right – and certainly no constitutional right – to cultivate medical
2 marijuana. . . .” The Court in Maral affirmed the ability of a local governmental
3 entity to regulate the cultivation of marijuana under its land use authority;

4 **WHEREAS**, on October 9, 2015 Governor Brown signed 3 bills into law (AB
5 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana
6 Regulation and Safety Act (hereafter “MMRSA”). The MMRSA set up a State
7 licensing scheme for commercial medical marijuana uses while protecting local
8 control by requiring that all such businesses must have a local license or permit to
9 operate in addition to a State license. The MMRSA allows the City to regulate
10 commercial medical marijuana activities and marijuana cultivation;

11 **WHEREAS**, the City Zoning Code currently prohibits medical marijuana
12 dispensaries or any marijuana business as a use, which renders any such use an
13 illegal public nuisance per se and the City Municipal Code currently prohibits medical
14 marijuana delivery;

15 **WHEREAS**, under the principles of permissive zoning, the existing City Zoning
16 Code prohibits marijuana cultivation Citywide but the Zoning Code and Municipal
17 Code do not expressly address or regulate the existence or location of marijuana
18 cultivation;

19 **WHEREAS**, it is the desire of the City Council that City residents suffering from
20 life threatening or serious illnesses have access to a safe and affordable supply of
21 medical marijuana;

22 **WHEREAS**, the unregulated presence of marijuana cultivation operations and
23 medical marijuana dispensaries have the potential to lead to: (1) an increase in
24 break-ins and thefts due to the high monetary value of marijuana plants; (2)
25 dangerous alterations to the electrical wiring of buildings; (3) an increase in the
26 amount of mold spores present in buildings; (4) the potential for exposure to or
27 increased usage by school aged children; and (5) the emittance of strong or noxious
28 odors from the marijuana plants;

1 **WHEREAS**, the City has a compelling interest in protecting the public health,
2 welfare and safety of its residents, as well as preserving the peace and quiet of the
3 neighborhoods in the City;

4 **WHEREAS**, it is the desire of the City Council to permit and regulate medical
5 marijuana cultivation, medical marijuana dispensaries, and medical marijuana
6 delivery within the City and establish a permitting process in order to impose
7 regulations that will allow for limited medical marijuana deliveries within the City and
8 a limited number of regulated medical marijuana dispensaries and medical marijuana
9 cultivation facilities to operate within the City while protecting the peace, health,
safety and welfare of patients, and the community as a whole;

10 **WHEREAS**, in recent years a number of California cities have adopted
11 ordinances permitting and regulating medical marijuana dispensaries and/or medical
12 marijuana cultivation;

13 **WHEREAS**, signature gathering is currently underway for an initiative that
14 would permit the use of recreational marijuana within the State;

15 **WHEREAS**, if marijuana becomes recreationally legal within the State the
16 State of California may further regulate the use of marijuana;

17 **WHEREAS**, the City desires to adopt a marijuana business regulatory scheme
18 within the City that limits any future need to expend valuable resources in amending
19 its marijuana regulations to address recreational marijuana uses;

20 **WHEREAS**, it is the City Council's intention that nothing in this ordinance shall
21 be construed to allow persons to engage in conduct that endangers others or causes
22 a public nuisance, to allow the use of marijuana for non-medical purposes, or to allow
23 any activity relating to marijuana that is otherwise illegal and not permitted by state
24 law.

25 **NOW, THEREFORE**, the City Council of the City of Huntington Park does
26 hereby ordain as follows:

27 **SECTION 1.** Findings and Purpose. The City Council finds and declares that
28 the above recitals are true and correct and hereby incorporate them herein by this
reference.

1 **SECTION 2.** Authority. This ordinance is adopted pursuant to the authority
2 granted by the California Constitution and State law, including but not limited to
3 Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the
4 Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

5 **SECTION 3.** Article 19 of Title 4, Chapter 7, of the Huntington Park Municipal
6 Code, entitled "Mobile Marijuana Dispensaries," is hereby amended in its entirety to
7 read as follows:

8 **Article 19 – Medical Marijuana Delivery**

9 **Sections:**

- 10 **4-7.1901 Purpose and Intent.**
11 **4-7.1902 Definitions.**
12 **4-7.1903 Medical Marijuana Delivery.**
13 **4-7.1904 Medical Marijuana Delivery Permit Required.**
14 **4-7.1905 Permit Application.**
15 **4-7.1906 Investigation.**
16 **4-7.1907 Review and Issuance of Permit.**
17 **4-7.1908 Permit Expiration and Renewal.**
18 **4-7.1909 Permit Suspension and Revocation.**
19 **4-7.1910 Permit Assignability.**
20 **4-7.1911 Regulatory Fee and Seller's Permit.**
21 **4-7.1912 Examination of Books, Records, Witnesses.**
22 **4-7.1913 Liability and Indemnification.**
23 **4-7.1914 Violations and Enforcement.**

24 **4-7.1901 Purpose and Intent.**

25 The City Council of the City of Huntington Park hereby finds and determines that it is
26 the purpose and intent of this article to regulate medical marijuana delivery services
27 in order to promote the health, safety, morals and general welfare of the residents
28 and businesses within the City.

29 **4-7.1902 Definitions.**

30 For the purposes of this Article, unless otherwise apparent from the context, certain
31 words and phrases used in this Article are defined as follows:

- 32 A. "Applicant" shall mean a person who is required to file an application for
33 a Medical Marijuana Delivery Permit under this Article, including an
34 individual owner, managing partner, officer of a corporation, or any other

operator, manager, employee, or agent of a medical marijuana dispensary.

B. "Business" means and includes all kinds of vocations, occupations, professions, trades, exhibitions, shows, enterprises, and establishments and all other kinds of activities and means of livelihood, whether or not carried on for profit or gain.

C. "Marijuana" shall have the same meaning as Health and Safety Code § 11018, as amended from time to time. Marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.

D. "Medical marijuana" means marijuana authorized in strict compliance with Health & Safety Code §§ 11362.5, 11362.7 et seq., as such sections may be amended from time to time. Medical marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.

E. "Medical Marijuana Business Permit" shall mean the permit required to operate a medical marijuana dispensary, cultivation and manufacturing facility, or joint medical marijuana dispensary and cultivation and manufacturing facility within the City of Huntington Park pursuant to Title 3, Chapter 1, Article 24, of this Code.

F. "Medical Marijuana Delivery Permit," hereinafter "Permit," shall mean the permit required to deliver medical marijuana within the City of Huntington Park.

G. "Medical marijuana dispensary," or "dispensary" shall mean any association, cooperative, affiliation, or collective of persons that offers medical marijuana or medical marijuana products, either individually or in any combination, for retail sale. A dispensary shall not include dispensing by primary caregivers to qualified patients in the following locations, so long as the location of the clinic, health care facility, hospice, or residential care

1 facility is otherwise permitted by the Municipal Code or by applicable state
2 laws

- 3 1. A clinic licensed pursuant to Chapter 1 of Division 2 of the state
4 health and Safety Code;
- 5 2. A health care facility licensed pursuant to Chapter Two of Division
6 of the state Health and Safety Code;
- 7 3. A residential care facility for persons with chronic life-threatening
8 illness licensed pursuant to Chapter 3.01 of Division 2 of the state
9 health and Safety Code;
- 10 4. A residential care facility for the elderly licensed pursuant to
11 Chapter 3.2 of division 2 of the state Health and Safety Code;
- 12 5. A residential hospice or a home health agency licensed pursuant
13 to Chapter 8 of Division 2 of the state Health and Safety Code;

14 provided that any such clinic, health care facility, hospice or residential
15 care facility complies with applicable laws, including, but not limited to,
16 Health and Safety Code § 11362.5.

17 H. "Permittee" shall mean a business that has obtained a Permit under this
18 Article.

19 I. "Person" shall mean an individual, partnership, co-partnership, firm,
20 association, joint stock company, corporation, limited liability company, or
21 combination of the above in whatever form or character.

22 J. "Primary Caregiver" shall have the same definition as California Health and
23 Safety Code Section 11362.7, and as may be amended, and which defines
24 "Primary Caregiver" as an individual designated by a qualified patient or by a
25 person with an identification card who has consistently assumed responsibility
26 for the housing, health, or safety of that patient or person, and may include any
27 of the following:

- 28 1. In any case in which a qualified patient or person with an identification
card receives medical care or supportive services, or both, from a clinic
licensed pursuant to Chapter 1 (commencing with Section 1200) of
Division 2 of the California Health and Safety Code; a health care facility
licensed pursuant to Chapter 2 (commencing with Section 1250) of

1 Division 2 of the California Health and Safety Code; a residential care
2 facility for persons with chronic life-threatening illness licensed pursuant
3 to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the
4 California Health and Safety Code; a residential care facility for the
5 elderly licensed pursuant to Chapter 3.2 (commencing with Section
6 1569) of Division 2 of the California Health and Safety Code; a hospice,
7 or a home health agency licensed pursuant to Chapter 8 (commencing
8 with Section 1725) of Division 2 of the California Health and Safety
9 Code; the owner or operator, or no more than three employees who are
10 designated by the owner or operator, of the clinic, facility, hospice, or
11 home health agency, if designated as a primary caregiver by that
12 qualified patient or person with an identification card.

13 2. An individual who has been designated as a primary caregiver by more
14 than one qualified patient or person with an identification card, if every
15 qualified patient or person with an identification card who has
16 designated that individual as a primary caregiver resides in the same city
17 or county as the primary caregiver.

18 3. An individual who has been designated as a primary caregiver by a
19 qualified patient or person with an identification card who resides in a
20 city or county other than that of the primary caregiver, if the individual
21 has not been designated as a primary caregiver by any other qualified
22 patient or person with an identification card.

23 K. "Qualified patient" shall have the same definition as California Health and
24 Safety Code Section 11362.7 et seq., and as may be amended, and which
25 means a person who is entitled to the protections of California Health &
26 Safety Code Section 11362.5. For purposes of this ordinance, qualified
27 patient shall include a person with an identification card, as that term is
28 defined by California Health and Safety Code Section 11362.7 et seq.

4-7.1903 Medical Marijuana Delivery.

A. Medical marijuana dispensaries, exclusively located outside of the City, are
permitted to deliver medical marijuana and/or medical marijuana-infused

1 products within the City of Huntington Park, only if such medical marijuana
2 dispensaries are granted a City business license and Permit as prescribed by
3 this Article.

4 B. Those medical marijuana dispensaries with a Medical Marijuana Business
5 Permit pursuant to Title 3, Chapter 1, Article 24, of this Code, may delivery
6 medical marijuana and/or medical marijuana-infused product within the City.

7
8 C. All medical marijuana deliveries not expressly permitted by this Article are
9 hereby prohibited.

10 **4-7.1904 Medical Marijuana Delivery Permit Required.**

11 A. It is unlawful for any business described in Section 4-7.1903(A) of this Article to
12 deliver medical marijuana and/or medical marijuana-infused products within the
13 City of Huntington Park unless there exists a valid Permit therefore, granted
14 and existing in compliance with the provisions of this Article.

15 B. Except as specified in Section 4-7.1903(B) of this Article, possession of other
16 types of State, City, or other local permits or licenses does not exempt an
17 applicant from the requirement of obtaining a Permit under this Article.

18 C. All businesses described in Section 4-7.1903(A) of this Article shall be required
19 to apply for and obtain a City business license as a prerequisite to obtaining a
20 Permit pursuant to the terms of this Article. Medical marijuana sales shall be
21 subject to sales tax in a manner required by state law.

22
23 **4-7.1905 Permit Application.**

24 A. On April 14, 2016, the City shall make available Permit application forms and a
25 related administrative policy. Each business interested in operating pursuant to
26 this Article may submit an application together with a nonrefundable processing
27 fee in an amount established by the City Council within twenty (20) days after
28 April 14, 2016.

1 B. Applications for Permits shall be in writing on forms prepared and provided by
2 the City and shall be filed with the City. Such applications shall be under oath,
3 in duplicate, and shall contain the following information:

- 4 1. A complete identification of the applicant.
- 5 2. The name and residence and business address of the owner, manager,
6 or person to be in charge.
- 7 3. Whether or not the applicant has had a permit for the same or any
8 similar business suspended or revoked anywhere and, if so, the
9 circumstances of such suspension or revocation.
- 10 4. Whether or not the applicant or any member has ever been convicted in
11 any court for any crime.
- 12 5. A criminal background check.
- 13 6. Such other information deemed necessary to conduct any investigation
14 or background check of the applicant, and for the City to determine
compliance with this Article, the City's Municipal Code and Zoning Code.

15 C. All applicants shall demonstrate compliance with State law, during the course
16 of the application procedure described under this Section, prior to issuing a
17 Permit, and upon the issuance of a Permit, thereafter.

18 D. Any applicant hereunder is seeking the granting of a privilege. Therefore, the
19 burden of proving qualifications to receive such a Permit is at all times on the
20 applicant. By making an application for such a Permit applicant accepts all
21 risks of adverse public notice, publicity, embarrassment, criticism, financial
22 loss, or all other actions and consequences which may result from activities
23 with respect to reviewing, processing, approving or disapproving any
24 application. An applicant is expressly permitting the city to make such
25 investigation and inquiry that the city determines appropriate and is further
26 expressly authorizing the city to conduct such verification of criminal history
27 and financial condition as the city elects to pursue. An application shall include
28 an express written waiver of any claims for damages against the city or its
agent resulting therefrom and waiving any claims for damages against the city

1 for denying an application, such waivers expressly constitutes a material
2 consideration for the city agreeing to consider and process such application.

3 **4-7.1906 Investigation.**

- 4
- 5 A. The City Council shall cause investigations to be made to ascertain what effect,
6 if any, the issuance of the Permit will have on the public peace, health, safety,
7 and general welfare of the City and its inhabitants.
- 8 B. The Police Chief shall ascertain whether or not the applicant or other persons
9 interested in the Permit have been convicted of a felony or any crime involving
10 theft, embezzlement, or moral turpitude or have had a license or permit for a
11 similar business suspended, canceled, or revoked.
- 12 C. Reports. The Police Chief shall make a report to the City Council of his or her
13 findings, together with his or her recommendations, if any.
- 14
- 15 D. If any of the investigating officers shall find, after the investigation as provided
16 in this section, that the applicant does not comply with applicable laws or such
17 granting of a Permit would result in a violation of any law, he or she shall
18 recommend that the application be denied.
- 19

20 **4-7.1907 Review and Issuance of Permit.**

- 21 A. The City Council shall review all applications and shall consider the issuance of
22 Permits at the second City Council meeting following the submittal of an
23 application. The issuance of a Permit by the City Council shall be discretionary
24 based on the following review criteria:
- 25 1. That the proposed delivery service is consistent with the intent of state law,
26 the provisions of this Article and the Municipal Code, including the
27 application submittal.
- 28 2. That the proposed delivery service will not result in significant crime issues.
3. That all required application materials have been provided.

- 1 4. That issuance of the Permit would serve the needs of residents.
- 2 5. That the location is not prohibited by the provisions of this Article or any
- 3 local or State law, statute, rule or regulation and no significant nuisance
- 4 issues or problems are anticipated or resulted.
- 5 6. That no medical marijuana owner, licensee, agent, or employee affiliated
- 6 with the applicant has violated any provision of this Article.
- 7 7. That the proposed delivery service would not adversely affect the health,
- 8 peace or safety of persons living or working in the City, overly burden a
- 9 specific neighborhood with special needs or high impact uses, or contribute
- 10 to a public nuisance.
- 11 8. That the applicant has not violated any local or State law, statute, rule or
- 12 regulation respecting the distribution, possession, or consumption of
- 13 medical marijuana.
- 14 9. That the applicant has not knowingly made a false statement of material
- 15 fact or has knowingly omitted to state a material fact in the application for a
- 16 Permit.
- 17 10. That the applicant, his or her agent or employees, or any person who is
- 18 exercising managerial authority on behalf of the applicant has not been
- 19 convicted of a felony, or of a misdemeanor involving moral turpitude, or has
- 20 engaged in misconduct related to the qualifications, functions or duties of a
- 21 permittee. A conviction within the meaning of this section means a plea or
- 22 verdict of guilty or a conviction following a plea of nolo contendere.
- 23 11. That the applicant has not engaged in unlawful, fraudulent, unfair, or
- 24 deceptive business acts or practices.
- 25 12. The capacity, capitalization, and complaint history of the proposed delivery
- 26 service.

24 B. The City Council shall grant, conditionally grant, or deny the application.

25 C. The determination of the City Council shall be final.

26 **4-7.1908 Permit Expiration and Renewal.**

27 All Permits shall automatically renew annually unless the Permit is revoked or
28 suspended.

1 **4-7.1909 Permit Suspension and Revocation.**

- 2 A. In the event the permittee has violated any provisions, rules or regulations of
3 this Article or has violated or permitted the infraction of any law of the State or
4 the City, the permittee shall be provided notice and given twenty (20) days to
5 cure the violation. The 20 day cure period shall not apply to any business that
6 is required to have a Permit under this Article that is delivering medical
7 marijuana and/or medical marijuana-infused products within the City of
8 Huntington Park without a valid Permit.
- 9 B. In the event the permittee fails to cure the violation within 20 days, any Permit
10 issued pursuant to the Article shall be summarily suspended. Notice of the
11 suspension shall be provided by posting on the premises.
- 12 C. At its next regular meeting, the City Council shall hear the matter, giving at
13 least twenty (20) days' notice of such hearing to the permittee. The hearing
14 may be continued from time to time at the discretion of the City Council.
- 15 D. Upon the conclusion of the hearing, the City Council may continue the
16 suspension, revoke the Permit, or terminate the suspension and reinstate the
17 Permit. If the permittee fails to attend the hearing the Permit shall be
18 terminated. The decision of the City Council shall be final and conclusive.

19 **4-7.1910 Permit Assignability.**

20 It shall be unlawful for any permittee to transfer, assign or attempt to assign any
21 Permit issued pursuant to the Article without written approval from the City Council
22 and compliance with any other City requirements and approvals.

23 **4-7.1911 Regulatory Fee and Seller's Permit.**

- 24 A. In addition to the Permit application fee, the applicant shall pay an annual
25 Regulatory Fee. The Regulatory Fee shall be set by City Council resolution, as
26 modified from time to time. The Regulatory Fee shall cover staff time for
27 monitoring, regulation, documenting breach, and nullifying Permits. The
28 Regulatory Fee will be cost recovering.

- 1 B. The State Board of Equalization has determined that medical marijuana
2 transactions are subject to sales tax, regardless of whether the individual or
3 group makes a profit, and those engaging in transactions involving medical
4 marijuana must obtain a seller's permit from the State Board of Equalization.

5 **4-7.1912 Examination of Books, Records, Witnesses.**

- 6 A. The City shall be provided access to any and all financial information at any
7 time, as needed.
- 8 B. The City is authorized to examine the books, papers, tax returns and records of
9 any permittee for the purpose of verifying the accuracy of any information
10 provided.
- 11 C. The City is authorized to examine a person under oath, for the purpose of
12 verifying the accuracy of any information provided.
- 13 D. Every permittee is directed and required to furnish to the City the means,
14 facilities and opportunity for making such financial examinations and
15 investigations.
- 16 E. Any permittee refusal to comply with this Section shall be deemed a violation of
17 this Article.

18
19 **4-7.1913 Liability and Indemnification.**

- 20 A. To the fullest extent permitted by law, any actions taken by a public officer or
21 employee under the provisions of this Article shall not become a personal
22 liability of any public officer or employee of the City.
- 23 B. The permittees under this Article hereby agree to save, defend, indemnify and
24 keep harmless the City and its officials, officers, employees, representatives,
25 agents and volunteers from all actions, claims, demands, litigation, or
26 proceedings, including those for attorneys' fees, against the City in
27 consequence of the granting of this permit, and will in all things strictly comply
28 with the conditions under which this permit is granted, if any.

1 **4-7.1914 Violations and Enforcement.**

- 2 A. Cure period. In the event the permittee has violated any provisions, rules or
3 regulations of this Article or has violated or permitted the infraction of any law
4 of the State or the City, the permittee shall be provided notice and given twenty
5 (20) days to cure the violation before any penalties begin to accrue. The 20
6 day cure period shall not apply to any business that is required to have a
7 Permit under this Article that is delivering medical marijuana and/or medical
8 marijuana-infused products within the City of Huntington Park without a valid
9 Permit and penalties shall begin to accrue immediately.
- 10 B. Violations. After the cure period, each and every violation of this Article shall
11 constitute a separate violation and shall be subject to all remedies and
12 enforcement measures authorized by this Code and the State of California.
- 13 C. Penalties. Any person guilty of a misdemeanor pursuant to the provisions of
14 this Article shall be punishable as set forth in Chapter 2 of Title 1 of this Code.
- 15 D. Public nuisances. In addition to the penalties provided for violations, any
16 condition caused or permitted to exist in violation of any of the provisions of this
17 Article after the cure period shall be deemed a public nuisance and may be
18 summarily abated as such by the City, and each day such violation continues
19 shall be regarded as a new and separate offense.

20 **SECTION 4.** Chapter 1 of Title 3 of the Huntington Park Municipal Code is
21 hereby amended by adding a new article, Article 24 entitled "Medical Marijuana
22 Business Permits," which reads as follows:

23 **Article 24 – Medical Marijuana Business Permits**

24 **Sections:**

25 **3-1.2401 Purpose and Intent.**

26 **3-1.2402 Definitions.**

27 **3-1.2403 Medical Marijuana Business Permit Required.**

28 **3-1.2404 Permit Application.**

3-1.2405 Investigation.

3-1.2406 Review and Issuance of Permit.

3-1.2407 Permit Expiration and Renewal.

1 **3-1.2408 Permit Suspension and Revocation.**

2 **3-1.2409 Permit Assignability.**

3 **3-1.2410 Regulatory Fee and Seller's Permit.**

4 **3-1.2411 Use of Revenue.**

5 **3-1.2412 Operating Requirements and Standards.**

6 **3-1.2413 Examination of Books, Records, Witnesses.**

7 **3-1.2414 Liability and Indemnification.**

8 **3-1.2415 Prohibited Operations.**

9 **3-1.2416 Violations and Enforcement.**

10 **3-1.2401 Purpose and Intent.**

11 The purpose and intent of this Article is to regulate the locations and operations of
12 medical marijuana businesses in the City of Huntington Park in order to promote the
13 health, safety, and general welfare of residents and businesses within the City.
14 Medical marijuana businesses shall be limited to medical marijuana dispensaries,
15 cultivation and manufacturing facilities, and joint dispensary and cultivation and
16 manufacturing facilities. It is neither the intent nor the effect of this Article to condone
17 or legitimize the use or possession of marijuana except as allowed by California law.

18 **3-1.2402 Definitions.**

19 For the purposes of this Article, unless otherwise apparent from the context, certain
20 words and phrases used in this Article are defined as follows:

- 21 A. "Applicant" shall mean a person who is required to file an application for a
22 permit under this Article, including an individual owner, managing partner,
23 officer of a corporation, or any other operator, manager, employee, or agent of
24 a medical marijuana business.
- 25 B. "Collective" means any association, affiliation, or establishment jointly owned
26 and operated by its members that facilitates the collaborative efforts of
27 qualified patients and primary caregivers.
- 28 C. "Cultivation Area" shall mean the actual area in use for the entire cultivation
process of marijuana plants (including seedling production, vegetation, and
maturation), as well as reasonable walking space, such that, for example, two
trays used for maturation, each measuring ten square feet and stacked
vertically on top of each other shall be counted as 20 square feet of cultivation
area.

- 1 D. "Industrial Marijuana Cultivation, Processing, Manufacturing Facility"
2 hereinafter "cultivation and manufacturing facility" shall mean any facility used
3 for cultivating, warehousing, storing, processing and/or manufacturing more
4 than 48 ounces of dried marijuana, and/or cultivating or storing medical
5 marijuana in an area greater than 50 square feet of total area within one parcel
6 of land. Any establishment engaged in, permitted to be engaged in or carrying
7 on any medical marijuana cultivation, processing, or manufacturing or other
8 activity mentioned in this Article shall be deemed a cultivation and
9 manufacturing facility.
- 10 E. Marijuana" shall have the same meaning as Health and Safety Code § 11018,
11 as amended from time to time. Marijuana shall also include any marijuana-
12 infused product and any product manufactured from marijuana.
- 13 F. "Marijuana cultivation" means any activity involving the planting, growing,
14 harvesting, drying, curing, grading, or trimming of marijuana.
- 15 G. "Medical marijuana" means marijuana authorized in strict compliance with
16 Health & Safety Code §§ 11362.5, 11362.7 et seq., as such sections may be
17 amended from time to time. Medical marijuana shall also include any
18 marijuana-infused product and any product manufactured from marijuana.
- 19 H. "Medical marijuana business" shall mean a medical marijuana dispensary,
20 cultivation and manufacturing facility, or joint dispensary and cultivation and
21 manufacturing facility.
- 22 I. "Medical Marijuana Business Permit," hereinafter "Permit," shall mean the
23 permit required to operate a medical marijuana dispensary, cultivation and
24 manufacturing facility, or joint medical marijuana dispensary and cultivation and
25 manufacturing facility within the City of Huntington Park.
- 26 J. "Medical marijuana dispensary," or "dispensary" shall mean any association,
27 cooperative, affiliation, or collective of persons that offers medical marijuana or
28 medical marijuana products, either individually or in any combination, for retail
sale. A dispensary shall not include dispensing by primary caregivers to
qualified patients in the following locations, so long as the location of the clinic,

1 health care facility, hospice, or residential care facility is otherwise permitted by
2 the Municipal Code or by applicable state laws

- 3 1. A clinic licensed pursuant to Chapter 1 of Division 2 of the state Health
4 and Safety Code;
- 5 2. A health care facility licensed pursuant to Chapter Two of Division 2 of
6 the state Health and Safety Code;
- 7 3. A residential care facility for persons with chronic life-threatening illness
8 licensed pursuant to Chapter 3.01 of Division 2 of the state Health and
9 Safety Code;
- 10 4. A residential care facility for the elderly licensed pursuant to Chapter 3.2
11 of Division 2 of the state Health and Safety Code;
- 12 5. A residential hospice or a home health agency licensed pursuant to
13 Chapter 8 of Division 2 of the state Health and Safety Code; provided
14 that any such clinic, health care facility, hospice or residential care
15 facility complies with applicable laws, including, but not limited to, Health
16 and Safety Code § 11362.5.

16 K. "One Parcel of Land" shall mean any single piece of real property as identified
17 by the County Assessor's parcel number (APN) that is used to identify real
18 property, its boundaries, and all the rights contained therein.

19 L. "Permittees" shall mean medical marijuana businesses that have obtained a
20 Permit under this Article.

21 M. "Person" shall mean an individual, partnership, co-partnership, firm,
22 association, joint stock company, corporation, limited liability company, or
23 combination of the above in whatever form or character.

24 N. "Primary Caregiver" shall have the same definition as California Health and
25 Safety Code Section 11362.7, and as may be amended, and which defines
26 "Primary Caregiver" as an individual designated by a qualified patient or by a
27 person with an identification card who has consistently assumed responsibility
28 for the housing, health, or safety of that patient or person, and may include any
of the following:

1. In any case in which a qualified patient or person with an identification card receives medical care or supportive services, or both, from a clinic licensed pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the California Health and Safety Code; a health care facility licensed pursuant to Chapter 2 (commencing with Section 1250) of Division 2 of the California Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the California Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2 of the California Health and Safety Code; a hospice, or a home health agency licensed pursuant to Chapter 8 (commencing with Section 1725) of Division 2 of the California Health and Safety Code; the owner or operator, or no more than three employees who are designated by the owner or operator, of the clinic, facility, hospice, or home health agency, if designated as a primary caregiver by that qualified patient or person with an identification card.
 2. An individual who has been designated as a primary caregiver by more than one qualified patient or person with an identification card, if every qualified patient or person with an identification card who has designated that individual as a primary caregiver resides in the same city or county as the primary caregiver.
 3. An individual who has been designated as a primary caregiver by a qualified patient or person with an identification card who resides in a city or county other than that of the primary caregiver, if the individual has not been designated as a primary caregiver by any other qualified patient or person with an identification card.
- O. "Qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., and as may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5. For purposes of this ordinance, qualified patient shall

1 include a person with an identification card, as that term is defined by California
2 Health and Safety Code Section 11362.7 et seq.

3 P. "Serious medical condition" shall have the same definition as California Health
4 and Safety Code Section 11362.7 et seq., and as may be amended, and which
5 means all of the following medical conditions:

- 6 1. Acquired immune deficiency syndrome (AIDS);
- 7 2. Anorexia;
- 8 3. Arthritis;
- 9 4. Cachexia;
- 10 5. Cancer;
- 11 6. Chronic pain;
- 12 7. Glaucoma;
- 13 8. Migraine;
- 14 9. Persistent muscle spasms, including, but not limited to, spasms
15 associated with multiple sclerosis;
- 16 10. Seizures, including, but not limited to, seizures associated with epilepsy;
- 17 11. Severe nausea;
- 18 12. Any other chronic or persistent medical symptom that either:
 - 19 a. Substantially limits the ability of the person to conduct one or
20 more major life activities as defined in the Americans with
21 Disabilities Act of 1990.
 - 22 b. If not alleviated, may cause serious harm to the patient's safety or
23 physical or mental health.

24 **3-1.2403 Medical Marijuana Business Permit Required.**

25 A. Except for hospitals and research facilities that obtain written permission for
26 marijuana cultivation under federal law, it is unlawful for any person to own,
27 conduct, operate or maintain, or to participate therein, or to cause or to permit
28 to be conducted, operated, or maintained, any medical marijuana business in
the City unless there exists a valid Permit therefore, granted and existing in
compliance with the provisions of this Article 24. It is unlawful to establish any
outdoor cultivation and manufacturing facility within the City. It is unlawful for
any entity organized on a for-profit basis, except for hospitals and research
facilities, to engage in any medical marijuana business whatsoever.

B. Any use or activity that involves possessing, cultivating, processing and/or
manufacturing and/or more than 50 square feet of cultivation area in the City

1 shall constitute industrial cultivation of medical marijuana and shall only be
2 allowed upon the granting of a Permit as prescribed in this Article.

3 C. Possession of other types of State or City permits or licenses does not exempt
4 an applicant from the requirement of obtaining a Permit under this Article.

5
6 D. An operator of a medical marijuana business shall be required to apply for and
7 obtain a City business license as a prerequisite to obtaining a Permit pursuant
8 to the terms of this Article. Medical marijuana business sales shall be subject
9 to sales tax in a manner required by State law.

10 E. The proposed location of a medical marijuana business shall only be in
11 Industrial/Manufacturing Planned Development ("MPD") Zones of the City of
12 Huntington Park; provided, however, that no vested or other right shall inure to
13 the benefit of any permittee.

14 **3-1.2404 Permit Application.**

15 A. On April 14, 2016, the City shall make available Permit application forms and a
16 related administrative policy. Each medical marijuana business interested in
17 operating pursuant to this Article may submit an application together with a
18 nonrefundable processing fee in an amount established by the City Council
19 within twenty (20) days after April 14, 2016. The City shall not accept
20 applications or process applications after this time. Thereafter, whenever a
21 medical marijuana business permit becomes available staff shall notify City
22 Council, and after receiving direction from City Council, staff shall notify the
23 public and open the application process for twenty (20) days from the public
24 notice. The City shall not accept applications or process applications after this
25 time.

26 B. Applicants are prohibited from lobbying members of the City Council regarding
27 the approval of a Permit. Applicants are prohibited from contacting any City
28 Council member regarding a medical marijuana business or a Permit between
the date that the applications become available and the date that the City

1 Council acts on an application. Any attempt to contact a City Council member
2 during this period shall disqualify the applicant from consideration for a Permit.

3 C. Applications for Permits shall be in writing on forms prepared and provided by
4 the City and shall be filed with the City. Applicants are not required to have
5 secured a final location for the medical marijuana business at the time of
6 applying. However, final approval of a Permit is subject to having a location
7 selected and approved by the City. Such applications shall be under oath, in
8 duplicate, and shall contain the following information:

- 9 1. A complete identification of the applicant.
10 2. The name and residence and business address of the owner, manager,
11 or person to be in charge.
12 3. Whether or not the applicant has had a permit for the same or any
13 similar business suspended or revoked anywhere and, if so, the
14 circumstances of such suspension or revocation.
15 4. Whether or not the applicant or any member has ever been convicted in
16 any court for any crime.
17 5. A description of the type, nature and extent of the enterprise to be
18 conducted.
19 6. A detailed operating plan describing how the medical marijuana
20 business is envisioned to operate consistent with the intent of State law
21 and the provisions of this Article, including but not limited to:

22 a. Site Plan. A site plan showing the applicants plans for the
23 medical marijuana business. If a final location has not been
24 selected the site plan should demonstrate the applicants vision
25 for the medical marijuana business.

26 b. Floor Plan. If the Permit is for a dispensary or a joint dispensary
27 and cultivation and manufacturing facility, the dispensary shall
28 have a lobby waiting area at the entrance to the dispensary to
receive clients, and a separate and secure designated area for
dispensing medical marijuana to qualified patients or designated
caregivers. The primary entrance shall be located and maintained
clear of barriers, landscaping and similar obstructions so that it is
clearly visible from public streets, sidewalks or site driveways.

- 1 c. Storage. A medical marijuana business shall have suitable locked
2 storage on premises, identified and approved as a part of the
3 security plan, for after-hours storage of medical marijuana.
- 4 d. Security Plans. A medical marijuana business shall provide
5 adequate security on the premises, in accordance with a security
6 plan approved by the Chief of Police and as reviewed by the City
7 Council, including provisions for adequate lighting and alarms, in
8 order to ensure the safety of persons and to protect the premises
9 from theft. The medical marijuana business shall have twenty-
10 four hour armed security.
- 11 e. Security Cameras. Security surveillance cameras shall operate
12 twenty-four hours per day and be installed to monitor the main
13 entrance and exterior of the premises to discourage and to report
14 loitering, crime, illegal or nuisance activities. Security video shall
15 be maintained for a period of not less than 30 days.
- 16 f. Alarm System. Professionally monitored robbery alarm and
17 burglary alarm systems shall be installed and maintained in good
18 working condition within the medical marijuana business at all
19 times.
- 20 g. Emergency Contact. A medical marijuana business shall provide
21 an emergency contact with the name, cell phone number, and
22 facsimile number of an on-site community relations staff person
23 to whom the City may provide notice of any operating problems
24 associated with the dispensary.
- 25 h. Controls to verify membership to ensure medical marijuana will
26 be dispensed only to qualified patients and primary caregivers,
27 and
- 28 i. Controls to acquire, possess, and distribute marijuana to and
from members, and plans to ensure marijuana is acquired as part
of a closed-circuit of marijuana cultivation and consumption.
7. A criminal background check.

1 8. Such other information deemed necessary to conduct any investigation
2 or background check of the applicant, and for the City to determine
3 compliance with this Article, the City's Municipal Code and Zoning Code.

4 D. All applicants shall demonstrate compliance with State law, during the course
5 of the permit application procedure described under this Section, prior to
6 issuing a Permit, and upon the issuance of a Permit, thereafter.

7 E. Any applicant hereunder is seeking the granting of a privilege. Therefore, the
8 burden of proving qualifications to receive such a Permit is at all times on the
9 applicant. By making an application for such a Permit applicant accepts all
10 risks of adverse public notice, publicity, embarrassment, criticism, financial
11 loss, or all other actions and consequences which may result from activities
12 with respect to reviewing, processing, approving or disapproving any
13 application. An applicant is expressly permitting the city to make such
14 investigation and inquiry that the city determines appropriate and is further
15 expressly authorizing the city to conduct such verification of criminal history
16 and financial condition as the city elects to pursue. An application shall include
17 an express written waiver of any claims for damages against the city or its
18 agent resulting therefrom and waiving any claims for damages against the city
19 for denying an application, such waivers expressly constitutes a material
20 consideration for the city agreeing to consider and process such application.

20 **3-1.2405 Investigation.**

21 A. The City Council shall cause investigations to be made to ascertain what effect,
22 if any, the issuance of the Permit will have on the public peace, health, safety,
23 and general welfare of the City and its inhabitants.

24 B. The Police Chief shall ascertain whether or not the applicant or other persons
25 interested in the Permit have been convicted of a felony or any crime involving
26 theft, embezzlement, or moral turpitude or have had a license or permit for a
27 similar business suspended, canceled, or revoked.
28

- 1 C. Duty of Building Official and Fire Chief. The Fire Chief and the Building Official,
2 within the jurisdiction and duties of their particular departments, shall ascertain
3 whether or not the premises to be used are suitable, proper, adequate, and
4 comply with applicable laws for the issuance of the Permit.
- 5 D. Reports. The Police Chief shall make a report to the City Council of his or her
6 findings, together with his or her recommendations, if any. The Fire Chief and
7 Building Official shall each investigate and report to the City Council as to
8 compliance with building and fire regulations, and floor area regulations. Such
9 investigating officers shall include in their respective reports any information
10 they may have regarding the character and reputation of the applicant,
11 manager, other person to be in charge of the premises, and/or the person
12 owning the business.
- 13 E. If any of the investigating officers shall find, after the investigation as provided
14 in this section, that the premises do not comply with applicable laws or such
15 use of the premises would result in a violation of any law, he or she shall
16 recommend that the application be denied.

17 **3-1.2406 Review and Issuance of Permit.**

- 18 A. The City Council shall review all applications and shall consider the issuance of
19 Permits at the first City Council meeting after close of the application submittal
20 period. The issuance of a Permit by the City Council shall be discretionary
21 based on the following review criteria:
- 22 1. That the proposed medical marijuana business is consistent with the
23 intent of State law, the provisions of this Article and the Municipal Code,
24 including the application submittal and operating requirements herein.
 - 25 2. That the proposed medical marijuana business will not result in
26 significant crime issues.
 - 27 3. That all required application materials have been provided.
 - 28 4. That the requested Permit would not exceed limitations on number of
licenses allowed by this Article.

- 1 5. That issuance of a Permit for the size requested is justified to meet the
- 2 needs of residents.
- 3 6. That issuance of the Permit would serve the needs of residents.
- 4 7. That the location is not prohibited by the provisions of this Article or any
- 5 local or State law, statute, rule or regulation and no significant nuisance
- 6 issues or problems are anticipated or resulted.
- 7 8. That the site plan, floor plan, and security plan have incorporated
- 8 features necessary to assist in reducing potential crime-related
- 9 problems and as specified in the operating requirements of this Article.
- 10 9. That no medical marijuana owner, licensee, agent, or employee
- 11 affiliated with the applicant has violated any provision of this Article.
- 12 10. That all reasonable measures have been incorporated into the plan and
- 13 consistently taken to successfully control the medical marijuana
- 14 businesses' patrons' conduct resulting in disturbances, vandalism,
- 15 uncontrolled crowds, traffic control problems, ingesting medical
- 16 marijuana in public, or creation of a public or private nuisance, or
- 17 interference of the operation of another business.
- 18 11. That the medical marijuana business would not adversely affect the
- 19 health, peace or safety of persons living or working in the surrounding
- 20 area, overly burden a specific neighborhood with special needs or high
- 21 impact uses, or contribute to a public nuisance.
- 22 12. That the applicant has not violated any local or state law, statute, rule or
- 23 regulation respecting the distribution, possession, or consumption of
- 24 medical marijuana.
- 25 13. That the applicant has not knowingly made a false statement of material
- 26 fact or has knowingly omitted to state a material fact in the application
- 27 for a Permit.
- 28 14. That the applicant, his or her agent or employees, or any person who is
- exercising managerial authority on behalf of the applicant has not been
- convicted of a felony, or of a misdemeanor involving moral turpitude, or
- has engaged in misconduct related to the qualifications, functions or
- duties of a permittee. A conviction within the meaning of this section

1 means a plea or verdict of guilty or a conviction following a plea of nolo
2 contendere.

3 15. That the applicant has not engaged in unlawful, fraudulent, unfair, or
4 deceptive business acts or practices.

5 16. The capacity, capitalization, and complaint history of the proposed
6 medical marijuana business.

7 B. The City Council shall grant, conditionally grant, or deny the application.

8 C. The City Council shall issue no more than three (3) Permits for the operation of
9 medical marijuana businesses in the City. If legalization of recreational
10 marijuana passes at the state level, the number of Permits shall still be limited
11 to the three (3) Permits referred to and stated in this subsection. A permittee
12 may choose to open and operate a dispensary, a cultivation and manufacturing
13 facility, or expand from either a dispensary or cultivation and manufacturing
14 facility to both a dispensary and cultivation and manufacturing facility at the
15 same location with City Manager approval.

16 D. The determination of the City Council shall be final.

17 **3-1.2407 Permit Expiration and Renewal.**

18 All Permits shall automatically renew annually unless the Permit is revoked or
19 suspended.
20

21 **3-1.2408 Permit Suspension and Revocation.**

22 A. In the event the permittee has violated any provisions, rules or regulations in
23 this Article or has violated or permitted the infraction of any law of the State or
24 the City, the permittee shall be provided notice and given twenty (20) days to
25 cure the violation. The 20 day cure period shall not apply to medical marijuana
26 business operating within the City of Huntington Park without a valid Permit.

27 B. In the event the permittee fails to cure the violation within 20 days, any Permit
28 issued pursuant to the Article shall be summarily suspended. Notice of the
suspension shall be provided by posting on the premises.

1
2 C. At its next regular meeting, the City Council shall hear the matter, giving at
3 least twenty (20) days' notice of such hearing to the permittee. The hearing
4 may be continued from time to time at the discretion of the City Council.

5 D. Upon the conclusion of the hearing, the City Council may continue the
6 suspension, revoke the Permit, or terminate the suspension and reinstate the
7 Permit. If the permittee fails to attend the hearing the Permit shall be
8 terminated. The decision of the City Council shall be final and conclusive.

9 **3-1.2409 Permit Assignability.**

10 A. It shall be unlawful for any permittee to transfer, assign or attempt to assign
11 any Permit issued pursuant to the Article without written approval from the City
12 Council and compliance with any other City requirements and approvals.

13 B. It shall be unlawful for any permittee to move to a new location within the
14 permitted zone without written approval from the City Manager and compliance
15 with any other City requirements and approvals.

16 **3-1.2410 Regulatory Fee and Seller's Permit.**

17
18 A. In addition to the Permit application fee, the medical marijuana business shall
19 pay an annual Regulatory Fee. The Regulatory Fee shall be set by City
20 Council resolution, as modified from time to time. The Regulatory Fee shall
21 cover staff time for monitoring, regulation, documenting breach, and nullifying
22 Permits. The Regulatory Fee will be cost recovering.

23 B. The State Board of Equalization has determined that medical marijuana
24 transactions are subject to sales tax, regardless of whether the individual or
25 group makes a profit, and those engaging in transactions involving medical
26 marijuana must obtain a seller's permit from the State Board of Equalization.

27 **3-1.2411 Use of Revenue.**

28 A. Fifteen percent (15%) of revenues collected by the City from the medical
marijuana business shall be set aside and used by the City to fund an

1 Educational, Youth and/or Senior Programs Fund for the City Council to use at
2 its discretion. City Council approval shall be required prior to use of such
3 funds. The Educational and/or Youth Programs Fund shall be established prior
4 to the first City Council meeting after close the application submittal period.

- 5 B. Fifteen percent (15%) of revenue collected by the City from the medical
6 marijuana business shall be set aside and used by the City to fund a Residents
7 Water Rate Fund account for the City Council's discretionary use to lower
8 and/or prevent water rate increase. City Council approval shall be required
9 prior to use of such funds. The Residents Water Rate Fund account shall be
10 established prior to the first City Council meeting after close the application
11 submittal period.

12 **3-1.2412 Operating Requirements and Standards.**

13 The medical marijuana business shall comply with operating requirements and
14 standards. Noncompliance of such operating requirements and standards shall
15 constitute a breach of the Permit issued hereunder and may render such Permit
16 suspended or revoked. In addition to any other operating requirements and
17 standards established by the City Council, permittees must comply with the following
18 operating requirements and standards:

- 19 A. Operating Agreement. All Permittees under this Article shall enter into an
20 operating agreement with the City and shall comply with all terms within such
21 negotiated and agreed upon operating agreement.
- 22 B. Location. The final location of a medical marijuana business is subject to
23 compliance with the City Municipal Code and must be approved by the City.
24 The location of the medical marijuana business shall not be within 600 feet of a
25 public or private school, park, or religious structure.
- 26 C. Hours of Operation. A medical marijuana business may only operate between
27 the hours of 9:00 am to 8 pm, Monday through Sunday.
- 28 D. Cash Management System. Cash handling and all cash transactions by
employees are prohibited at any medical marijuana business. All medical

1 marijuana transactions shall operate through a cash management system that
2 includes and has a point of sale and seed to sale system, all integrated into
3 one cash management operating system. All transactions must be completed
4 through this system.

5 E. Use of Marijuana. No marijuana shall be smoked, ingested or otherwise
6 consumed on the premises of the medical marijuana business.

7 F. Minors. It is unlawful for any medical marijuana business permittee, operator,
8 or other person in charge of any medical marijuana business to employ any
9 person who is not at least 18 years of age. Persons under the age of 18 shall
10 not be allowed on the premises of a medical marijuana business. The entrance
11 to a medical marijuana business shall be clearly and legibly posted with a
12 notice indicating that persons under the age of 18 are precluded from entering
13 the premises.

14 G. Alcohol. The medical marijuana business shall not hold or maintain a license
15 from the State Department of Alcohol Beverage Control to sell alcoholic
16 beverages, or operate a business that sells alcoholic beverages.

17 H. Operating Plan. A medical marijuana business must operate in accordance
18 with the operating plan, as detailed in Section 3-1.2404, submitted as part of
19 the permittees' Permit application.

20 I. Exterior Signage. All exterior signage must comply with the City's existing sign
21 ordinance.

22 J. Loitering. Loitering shall not be permitted in front of or at the medical
23 marijuana business.

24 K. If the medical marijuana business is a medical marijuana dispensary or a joint
25 medical marijuana dispensary and cultivation and manufacturing facility, the
26 following operating standards shall apply to the dispensary:

27 1. Dispensing. A dispensary shall only dispense to qualified patients or
28 primary caregivers with a currently valid physician's approval or

1 recommendation in compliance with the criteria in California Health and
2 Safety Code Section 11362.5 et seq or a state or county issued Medical
3 Marijuana Identification Card. Dispensaries shall require such persons to
4 provide valid official identification, such as a Department of Motor
5 Vehicles driver's license or State Identification Card. Prior to dispensing
6 medical cannabis, the dispensary shall obtain a verification from the
7 recommending physician's office personnel that the individual requesting
8 medical cannabis is or remains a qualified patient pursuant to state
9 Health & Safety Code Section 11362.5.

10 2. Access. The entrance area of the dispensary building shall be strictly
11 controlled. A viewer or video camera shall be installed in the door that
12 allows maximum angle of view of the exterior entrance.

13 L. If the medical marijuana business is a cultivation and manufacturing facility or a
14 joint medical marijuana dispensary and cultivation and manufacturing facility,
15 the following operating standards shall apply to the cultivation and
16 manufacturing facility:

17 1. Indoor cultivation. A cultivation and manufacturing facility may only
18 cultivate marijuana indoors, no outdoor cultivation shall be permitted.

19 2. Access. The entrance area of the cultivation and manufacturing facility
20 shall be strictly controlled. A viewer or video camera shall be installed in
21 the door that allows maximum angle of view of the exterior entrance.

22 **3-1.2413 Examination of Books, Records, Witnesses.**

23 A. The City shall be provided access to any and all financial information at any
24 time, as needed.

25 B. The City is authorized to examine the books, papers, tax returns and records of
26 any permittee for the purpose of verifying the accuracy of any information
27 provided.

28 C. The Police Department is authorized to review the security video maintained by
the medical marijuana business.

- 1 D. The City is authorized to examine a person under oath, for the purpose of
2 verifying the accuracy of any information provide.
- 3 E. Every permittee is directed and required to furnish to the City the means,
4 facilities
5 and opportunity for making such financial examinations and investigations.
- 6 F. Any permittee refusal to comply with this Section shall be deemed a violation of
7 this Article.

8
9 **3-1.2414 Liability and Indemnification.**

- 10 A. To the fullest extent permitted by law, any actions taken by a public officer or
11 employee under the provisions of this Article shall not become a personal
12 liability of any public officer or employee of the City.
- 13 B. The permittees under this Article hereby agree to save, defend, indemnify and
14 keep harmless the City and its officials, officers, employees, representatives,
15 agents and volunteers from all actions, claims, demands, litigation, or
16 proceedings, including those for attorneys' fees, against the City in
17 consequence of the granting of this permit, and will in all things strictly comply
18 with the conditions under which this permit is granted, if any.

19 **3-1.2415 Prohibited Operations.**

- 20 A. All medical marijuana businesses that do not have a Permit under this Article
21 are expressly prohibited. All medical marijuana businesses in violation of
22 California Health and Safety Code Section 11326.7 et seq. and 11362.5 and
23 this Article are expressly prohibited. It is unlawful for any medical marijuana
24 business in the City, or any agent, employee or representative of such
25 business, to permit any breach of peace therein or any disturbance of public
26 order or decorum by any tumultuous, riotous or disorderly conduct on the
27 premises of the dispensary.
- 28 B. No use which purports to have delivered, cultivated or distributed marijuana
prior to the enactment of this chapter shall be deemed to have been a legally

1 established use under the provisions of the Huntington Park Zoning Code, this
2 Article, or any other local ordinance, rule or regulation, and such use shall not
3 be entitled to claim legal nonconforming status.

4
5 **3-1.2416 Violations and Enforcement.**

6 A. Cure period. In the event the permittee has violated any provisions, rules or
7 regulations of this Article or has violated or permitted the infraction of any law
8 of the State or the City, the permittee shall be provided notice and given twenty
9 (20) days to cure the violation before any penalties begin to accrue. The 20
10 day cure period shall not apply to any medical marijuana business operating
11 within the City of Huntington Park without a valid Permit.

12 B. Violations. After the cure period, each and every violation of this Article shall
13 constitute a separate violation and shall be subject to all remedies and
14 enforcement measures authorized by this Code and the State of California.

15 B. Penalties. Any person guilty of a misdemeanor pursuant to the provisions of
16 this Article shall be punishable as set forth in Chapter 2 of Title 1 of this Code.

17 C. Public nuisances. In addition to the penalties provided for violations, any
18 condition caused or permitted to exist in violation of any of the provisions of this
19 Article after the cure period shall be deemed a public nuisance and may be
20 summarily abated as such by the City, and each day such violation continues
21 shall be regarded as a new and separate offense.

22 **SECTION 5.** The City Council finds and determines that the adoption of this
23 Ordinance is exempt from CEQA under Sections 15061(b)(3) (common sense
24 exemption) of the State CEQA Guidelines.

25 **SECTION 6.** If any section, subsection, subdivision, sentence, clause, phrase
26 or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by
27 the decision of any court of competent jurisdiction, such decision shall not affect the
28 validity of the remaining portions of this Ordinance. The City Council hereby declares
that it would have adopted this Ordinance and each section, subsection, subdivision,

1 sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or
2 more sections, subsections, subdivisions, sentences, clauses, phrases, or portions
3 thereof be declared invalid or unconstitutional.

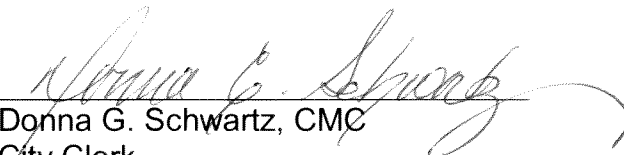
4 **SECTION 7.** Any amendment to any section, subsection, subdivision,
5 sentence, clause, phrase or portion of Article 19 of Title 4, Chapter 7 of the
6 Huntington Park Municipal Code or Article 24 of Title 3, Chapter 1 of the Huntington
7 Park Municipal Code requires a four-fifths (4/5) vote of the Huntington Park City
8 Council.

9 **SECTION 8.** The City Clerk shall certify to the adoption of this Ordinance and
10 cause the same to be published in the manner prescribed by law.

11 **PASSED, APPROVED, AND ADOPTED** this 15th day of March 2016.

12
13 
14 _____
Graciela Ortiz, Mayor

15 ATTEST:

16
17 
18 _____
19 Donna G. Schwartz, CMC
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. 2016-946, was introduced on March 1, 2016 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 15th day of March, 2016 by the following vote, to wit:

AYES: Council Members – Macias, Vice Mayor Sanabria and Mayor Ortiz

NOES: Council Members – Amezquita

ABSENT: Council Members – Pineda

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 21st day of March, 2016


Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

November 6, 2018

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 AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PSA) WITH PRIME STRATEGIES FOR GOVERNMENT CONSULTING AND ADVOCACY SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve First Amendment to Professional Services Agreement (PSA) with Prime Strategies, LLC for Government Consulting and Advocacy Services;
2. Approve an appropriation in the amount of \$120,000 from account #111-9010-419.56-41; and
3. Authorize City Manager to negotiate and execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 21 ,2017 City Council approved the award of a Professional Services Agreement (PSA) to Prime Strategies LLC. For Government Consulting and Advocacy Services. The term of the agreement will expire on November 22, 2018.

Based on negotiations between the City and Prime Strategies, staff recommends amending the PSA and extending the term to November 22, 2019.

FISCAL IMPACT

An appropriation in the amount of \$120,000 is recommended from Contractual Services Account Number 111-9010-419.56-41.

CONSIDERATION AND APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (PSA) WITH PRIME STRATEGIES FOR GOVERNMENT CONSULTING AND ADVOCACY SERVICES

November 6, 2018

Page 2 of 2

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



NITA MCKAY
Finance Director

ATTACHMENT(S)

- A. Draft First Amendment to Professional Services Agreement
- B. Professional Services Agreement

ATTACHMENT “A”

FIRST AMENDMENT TO PRIME STRATEGIES LLC GOVERNMENT AND ADVOCACY CONSULTING SERVICES AGREEMENT

This First Amendment (“First Amendment”) to that certain City of Huntington Park agreement for government and advocacy consulting services (“Master Agreement”), is entered into as of November ____, 2018, by and between the CITY OF HUNTINGTON PARK, a California municipal corporation (“City”), and PRIME STRATEGIES LLC (“Consultant”). City and Consultant may be individually referred to herein as a “Party,” and jointly as the “Parties.”

RECITALS

A. The Parties entered into the Master Agreement, which was effective November 22, 2017, and pursuant to which City retained Consultant to provide government and advocacy consulting services.

B. Section 32 of the Master Agreement provides the Master Agreement may be amended by written agreement signed by both Parties and approved by the City Council; and.

D. The City and Consultant desire to modify the Master Agreement as set forth below

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

Section 1. Definitions

A. Section 3 of the Master Agreement entitled Definitions, shall be amended in its entirety to read as follows

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s November 6, 2017, proposal to City attached to this First Amendment as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: The City shall pay Consultant at a monthly rate of ten thousand dollars (\$10,000), not to exceed one hundred and twenty thousand dollars (\$120,000) during the term of this First Amendment, unless specifically approved in advance, in writing, by City.

3.3 “Commencement Date”: November 22, 2018

3.4 “Expiration Date”: November 22, 2019

Section 2. Term

A. Section 4 of the Master Agreement entitled Term, shall be amended in its entirety to read as follows:

The term of this First Amendment shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 of the Master Agreement.

Section 3. Incorporation of Agreement

Except as expressly amended herein, the remainder of the Master Agreement shall remain in full force and effect, and is deemed incorporated into this First Amendment in its entirety by this reference. The Master Agreement together with this First Amendment contain the entire contract of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties enter into this First Amendment as of the date first set forth above.

CITY OF HUNTINGTON PARK
("CITY")

PRIME STRATEGIES LLC
("CONSULTANT")

Ricardo Reyes
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENT “B”

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF HUNTINGTON PARK AND
PRIME STRATEGIES LLC**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Huntington Park, a California municipal corporation ("City") and PRIME STRATEGIES, a California Limited Liability Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide Government and Advocacy Consulting Services to address issues directly impacting the City resulting from the dissolution of its Redevelopment Agency.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's November 6, 2017, proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": The City shall pay Consultant at a monthly rate of ten thousand dollars (\$10,000), not to exceed one hundred and twenty thousand dollars (\$120,000), unless specifically approved in advance, in writing, by City.

3.3 "Commencement Date": November 22, 2017

3.4 "Expiration Date": November 22, 2018

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one hundred and twenty thousand dollars (\$120,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any

interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Pedro Carrillo, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

12.3 City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or

hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. City shall have no responsibility to provide Consultant, its employees or subcontractors with workers' compensation insurance or any other insurance.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

16.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

16.1.3 Worker's Compensation insurance as required by the laws of the State of California.

16.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000).

16.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 9025
Facsimile: (323) 584-6313

If to Consultant:

Pedro Carrillo, Managing Partner
Prime Strategies LLC
5400 E. Olympic Blvd., Suite 208
Commerce, California 90022
Facsimile: (866)498-7226

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to

City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement.

25.2 In executing this Agreement, each party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements

expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

26. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action

shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"
CITY OF HUNTINGTON PARK

"CONTRACTOR"
PRIME STRATEGIES LLC



Ricardo Reyes, Interim City Manager

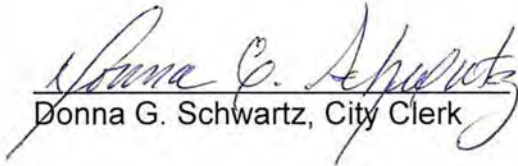

Name Pedro Carrillo

Dated: 11/21/17

Dated: 12/7/17

ATTEST:

APPROVED AS TO FORM:


Donna G. Schwartz, City Clerk


Arnold M. Alvarez-Glasman, City Attorney



Government Affairs

State and Local Advocacy
Services

RFQ RESPONSE FOR "ADVOCACY
SERVICES QUALIFICATION".
CITY OF HUNTINGTON PARK



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November 6, 2017

**Rick Reyes
Asst. City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255**

Dear Mr. Reyes,

The purpose of this letter is to introduce you to Prime Strategies of California. Prime Strategies is a full-service lobbying, public relations, media relations and government affairs firm that is able to offer you a full range of services to meet and exceed the objectives of the City of Huntington Park.

We are confident Prime Strategies of California can augment the City of Huntington Park's current capacity. As part of our portfolio, you will have at your disposal a team that can assist you with research, strategy, public affairs and government relations. We are prepared to use the full extent of our expertise to execute any task on the City's behalf, including but not limited to:

STATE AND LOCAL LOBBYING

We are confident in our ability to advocate on behalf of the City and its interests. We can provide lobbying, key testimony in committee and public hearings and clear messaging specific to your needs. This can include but is not limited to:

- **Implementing a strategic legislative agenda**
- **Building coalitions and partnerships with key stakeholders**
- **Strategically coordinating lobbying efforts at the State Capitol, and/or in key legislative districts with members and/or staff**
- **Preparing testimony and informative briefings for one-on-one meetings, legislative hearings, press conferences and other public speaking opportunities**
- **Drafting written reports on all legislative activities**



LEGISLATIVE AND REGULATORY TRACKING

We can monitor current legislative and local policy efforts on behalf of the City including but not limited to bills, executive orders, ballot measures and/or resolutions. Bills can be continuously monitored for committee action, hearing alerts and updates. We can also monitor local and federal regulations, both proposed and adopted for compliance purposes, such as:

- **Economic Development**
- **Public Safety**
- **Parks and Recreation**
- **Affordable Housing**
- **Transportation**
- **Industry and Small Business**

By providing these services, we can anticipate and mold public policy and legislation that may impact the City's revenue streams, tax incentives, and economic growth opportunities.

Attached for your review is our statement of qualifications, a brief overview of our firm and bios of key team members. I look forward to discussing our qualifications with you and answering any questions you may have. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Pedro Carrillo".

PEDRO CARRILLO

Managing Partner, California



ORGANIZATION

PRIME STRATEGIES, LLC

Prime Strategies of California maintains two fully staffed offices in California, located in the City of Commerce and Sacramento. The physical address of each office is listed below. Prime Strategies of California is the result of the recent merger between Urban Associates, the Floridian Partners, and Prime Strategies LLC, a Limited Liability Corporation. The combined years of existence of these firms is well over 30 years and the combined years of legislative and advocacy affairs experience is over 60 years.

The Sacramento office is located approximately three blocks from the Capitol Building. The office has 2 full-time employees primarily engaged in providing lobbying and consulting services to clients with interests before the Executive and Legislative branches of State Government.

Prime Strategies of California is a full-service, corporate and government affairs firm operating at all levels of government throughout the State. The firm's services include strategic communications, government advocacy, issue management, political consulting, and development of stakeholder relationships within state and local government. Our client base is varied and ranges from Fortune 500 companies to non-profit agencies, local governments and sole proprietorships.

Locations:

Prime Strategies of California
1020 12th Street Suite #227
Sacramento, CA 95814
Office: (916) 409-7223
Fax: (866) 498-7226

Prime Strategies of California
5400 E. Olympic Blvd. Suite #208
Commerce, CA 90022
Office: (213) 608-0774
Fax: (866) 498-7226



PERSONNEL

TEAM EXPERIENCE: The Prime Strategies team has well over 30 years of combined legislative affairs and advocacy experience. Pedro Carrillo, the managing partner of Prime Strategies of California, he will be the primary person responsible for providing services to the City of Huntington Park under this proposal. Mr. Carrillo is a government affairs professional with over two decades of experience working in California politics. In his capacity as a consultant, he has led a number of high profile legislative and crisis engagements. Mr. Carrillo's bio is attached. Mr. Carrillo will be assisted by members of the firm's Sacramento and City of Commerce offices.

Frank Aguirre Jr. is a community and government affairs professional with over 15 years of experience working in both the private and public sectors. Mr. Aguirre has served for a California State Senator, California State Assemblymember and a Los Angeles City Councilmember. Mr. Aguirre's bio is attached.

Kimberly Caceres is a local government and public affairs professional with over 7 years of experience. Ms. Caceres expertise includes coalition building, community outreach, media relations, and grassroots and grasstops campaigning. Ms. Caceres bio is attached.



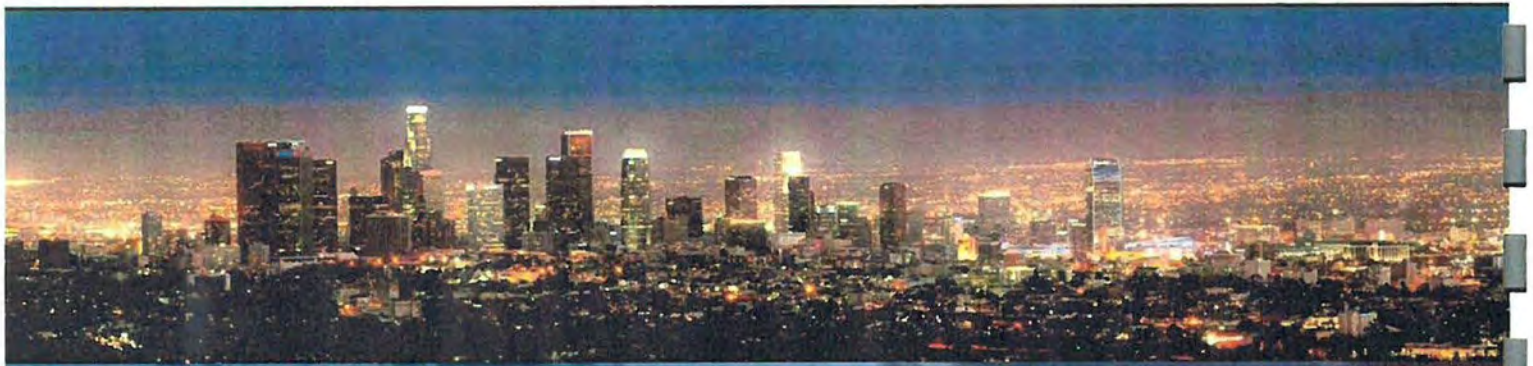
PERSONNEL CONT.

Enrique Vega is a government and public affairs professional with over 13 years of experience. Mr. Vega emphasizes his skills in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly. Mr. Vega's bio is attached.

James Thuerwachter is a legislative advocate and government affairs professional. Mr. Thuerwachter brings years of advocacy experience from both the public and private sector. Mr. Thuerwachter worked for the California State Assembly, where he staffed issues ranging from banking and finance to utilities and commerce and helped draft key legislation benefiting small businesses. Mr. Thuerwachter's bio is attached.

Erika Ramirez has extensive experience in land use and entitlement permitting and regulatory matters involving state and local governments. Ms. Ramirez also has executive management experience within the public, private, and nonprofit sectors. Ms. Ramirez' bio is attached.

The strength of our firm lies in the dedicated professionals who form our team. With decades of collective experience, each individual in our firm brings unique experiences, qualifications and relationships to achieve the goals of our clients. We recognize that our clients are not just looking for "lobbying," but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.





Team Biography | CALIFORNIA

PEDRO CARRILLO

Pedro is a local government and legislative affairs professional with over two decades of experience working in California politics. In his capacity as a consultant, Pedro has led a number of high profile legislative and crisis engagements. Pedro served as the principal consultant to the California Assembly Select Committee on Housing in the Silicon Valley, the principal consultant to the California Commission for Economic Development, and to the Speaker of the California Assembly. Additionally, he was twice appointed by California's Governor to commissions. Pedro has also served as Deputy Chief of Staff to a member of Congress, Chief of Staff to a member of the California State Assembly, City Manager, Assistant City Manager and Director of Community Development and Planning in various Los Angeles County jurisdictions.

Pedro has been recognized for his work during the City of Bell Municipal Crisis by the California League of Cities, Latino Caucus and received a resolution from the City of Los Angeles for helping restore Trust, Ethics and Fiscal Sustainability as Interim City Administrator for the City of Bell. Pedro holds a degree from California State University, Los Angeles.



Team Biography | CALIFORNIA

FRANK AGUIRRE JR.

Frank is a local and state government affairs professional with over 15 years of experience working both in the private and public sectors. Frank has demonstrated expertise in strategic planning, event management, communications, community outreach, public relations and planning and land use. Frank spent the last 7 years with the largest Hispanic focused retail grocer in the nation, developing their corporate and social responsibility strategy along with developing and managing their government affairs program.

Additionally, Frank worked for a California State Senator, California State Assembly member and a Los Angeles City Councilmember. Frank has worked and managed several political campaigns across Southern CA for current and former legislatures. Frank holds a degree from California State University, Northridge.



Team Biography | CALIFORNIA

KIMBERLY CACERES

Kimberly is a local government and public affairs professional with over 7 years of experience. Kimberly's expertise includes coalition building, community outreach, media relations, and grassroots and grass tops campaigning.

Kimberly has managed and worked on local campaigns throughout the San Gabriel Valley and the Inland Empire for numerous local, state and federal candidates. Kimberly was currently appointed to serve as a Board Member on the Mt San Antonio Community College Community Facility Plan Advisory Committee. Kimberly holds a degree from California State University, Los Angeles.



Team Biography | CALIFORNIA

ENRIQUE VEGA

Enrique is a local government and public affairs professional with over 13 years of experience. Enrique's expertise and emphasis in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly, specifically in the Southeast Los Angeles communities.

Additionally, Enrique was contracted by the Chief Executive Office of Los Angeles County to provide community outreach and community organizing services for residents of unincorporated communities in South Los Angeles. Enrique has worked on various local, statewide and national campaigns and currently serves on the Board of Directors of the South Gate Chamber of Commerce and serves as the Chair of the Government Affairs Committee for the Regional Hispanic Chamber of Commerce, Long Beach. Enrique holds a degree from the California State University, Long Beach.



Team Biography | CALIFORNIA

JAMES THUERWACHTER

James is a legislative advocate and government affairs professional. James brings years of advocacy experience from both the public and private sectors. James worked for the California State Assembly, where he staffed issues ranging from banking and finance to utilities and commerce and helped draft key legislation benefitting small businesses. While working with a leading telecommunications corporation and later a prominent nonprofit organization, James was instrumental in analyzing, interpreting, and drafting legal and policy analyses relating to First Amendment challenges and privacy regulations at both the state and federal levels. James has helped prepare several amicus briefs, which have been filed in a variety of courts, including the United States Court of Appeals for the Fourth Circuit, federal district courts in California and Arizona, and California and Washington state courts.

A Sacramento native, James received his B.A. in Government at California State University, Sacramento. James received his J.D. from Seattle University School of Law and was a visiting student at the University of California, Hastings College of the Law in 2017.



Team Biography | CALIFORNIA

ERIKA RAMIREZ

Erika is a local government, planning and land use professional with over 16 years of experience. Erika has expanded her expertise to include management from the level of Program Manager to that of Director or CEO and within the public, private, and nonprofit sectors.

Erika's functions have included working with elected officials and top executives to assess organizations or departments, reduce or maximize budgets, establish employee accountability and implement policy and procedures to improve the efficiency and effectiveness of operations and ensure compliance. Erika is also well versed in public policy, public administration and coalition building. Erika received her undergraduate degree from the University of California, Riverside and her Master's Degree in Urban Planning from New York University.



EXPERIENCE

RELATED EXPERIENCE

Prime Strategies of California has extensive experience providing consulting in the areas of executive management, city management, non-profit management, planning and land use, government affairs, public affairs, crisis management, and strategic counseling to name a few.

Prime Strategies of California has also been contracted by municipalities, quasi-governmental jurisdictions and nonprofits to fill a variety of positions including but not limited to City Manager, Assistant City Manager, Executive Director, Director, Chief Executive Officer and Project Manager. Prime Strategies fulfills the vacancies with precision and with the intention of meeting the goals of the hiring body. The goals have ranged from crisis management, such as ensuring all aspects of the municipality are carried out leaving no gap in service for residents, to complete department oversight including assessment, policy, procedure and budget recommendations as well as the implementation of those recommendations. In the role of Project Manager, we have managed the RFP process, selection processes for key city staff, or managed specific development projects on behalf of the City.

Some of the City departments and services that Prime Strategies of California has overseen include Community Development, Development Services, Housing, CDGB Funding, Enforcement, and various constituent services.



EXPERIENCE CONT.

Cities in which high level positions have been held include:

City of Maywood

City of Bell

City of Lynwood

City of South Gate

City of Cudahy

Joint Powers Authority (CEO)

The strength of our firm lies in the dedicated professionals who form our team. With decades of collective experience, each individual in our firm brings unique experiences, qualifications and relationships to achieve the goals of our clients. We recognize that our clients are not just looking for “lobbying,” but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.



REFERENCES

City of Lynwood

As of May 2015, we serve as the Interim Director of Development, Compliance and Enforcement Services in the City of Lynwood. We oversee Planning, Housing & Community Development, Building & Safety, Code Enforcement, Animal & Parking Enforcement, and Business Licensing.

At the onset the Department was named Development Services and included Planning, Building & Safety and Code Enforcement. The Department went through a transformation. Some divisions were added while others were eliminated, reduced or morphed into new ones. The divisions of CDBG, Housing & Community Development; Business License, and Animal & Parking Control were added to Development Services which became Development, Compliance & Enforcement Services. This newly formed department maintained three divisions but altered their names and increased their areas of responsibility.

In addition to managing the growing employees, budget and developing long range plans, we make recommendations and implement changes to policies to keep costs down while fulfilling services for residents and businesses.

Prime Strategies has also been instrumental in improving opportunities for the City of Lynwood through public policy and budget funding proposals. We have been a liaison to the California Legislature in addressing the City's key legislative and budget priorities. Furthermore, Prime Strategies has monitored legislation on behalf of the City including but not limited to bills, executive orders and budget procurement opportunities.

Currently, the Department has a \$3.3M budget and over 20 employees. We continue to move the City's agenda of promoting and enhancing the quality of life for the residents and businesses while creating an inviting physical environment for visitors. We will continue to serve in our current capacity until the Council selects a permanent city employee for the position.



REFERENCES CONT.

Mi Pueblo Food Center

Recently, a California retailer with over 40 locations across the state hired Prime Strategies to secure WIC licenses after some of their initial applications had previously been denied.

Mi Pueblo reached out to Prime in the midst of the holiday season, with just two weeks left to appeal and reverse these decisions (this process generally takes 60-90 days making it essential to tackle the issue head on). Our effort began by approaching the Department of Public Health who is responsible for approving or denying licenses. After contacting the necessary public officials, and advising them of the impact this could have on the store's ability to operate, Prime Strategies was able to successfully appeal and reverse the original decision that prevented several of Mi Pueblo's locations from obtaining licenses.

By leveraging existing relationships, Prime Strategies was able to contact all of the officials despite being a holiday schedule. After contact was made, Prime Strategies facilitated communication between the client and the Department of Public Health so that the decision could be reversed before the New Year. Subsequently, Prime Strategies was successful in accomplishing the client's goal despite the limited timeframe, which can be attributed to the firm's creative techniques and relationships.



REFERENCES CONT.

McCormick Barron Salazar

In recent years, the state of California has made a large effort to expand its urban renewal efforts. Much of the work is actually done by private companies, who often partner with the government in order to achieve the desired result at a lower price. In order for this relationship to work, local governments often subsidize the work done by these private companies. This however, requires a bevy of licenses that must be obtained before a specific deadline.

In order for McCormick, Barron, Salazar to begin redevelopment efforts, they must obtain approvals from the local energy department and the Grant Assistance Program (GAP). These approvals would allow for the client to obtain a Certificate of Occupancy which is needed for the Commercial Redevelopment Agency to sign off on the project.

Prime Strategies is proud to have been able to help the client and the city of Los Angeles in their efforts to increase access to affordable housing. In under 15 days, Prime Strategies was able to successfully secure all necessary approvals from a number of different local agencies which allowed for the company to receive its certificate of occupancy on a number of affordable housing projects. Allowing the projects to go on served a multitude of individuals who were in desperate need of such opportunities.



REFERENCE CONTACT INFORMATION

City of Lynwood

Aide Castro
Councilmember
11330 Bullis Rd.
Lynwood, CA 90262
Phone: 310.603.0220 EXT. 200

Mi Pueblo Food Centers

Jose Aguayo
V.P. of Human Resources
2501 E Guasti Rd,
Ontario, CA 91761
(909) 923-7426

McCormick Barron Salazar

Dan Falcon
Vice President
801 West Ave. 41
Los Angeles, CA 90017
(213) 236-2680



AUTHORIZATION

Authorization form for RFQ "Advocacy Services Qualification"

This authorization form references the above RFQ for the City of Huntington Park's request for "Advocacy Services Qualification".

Mr. Pedro Carrillo is hereby authorized to respond and sign the RFQ response for "Advocacy Services Qualification" for the City of Huntington Park.

This authorization and scope of services is valid for (90) days from date of signature.

Name: Pedro Carrillo
(Name of Representative)

Signature: Pedro Carrillo
(Signature of Representative)

Date: 11/6/17



ACCEPTANCE OF CONDITIONS

ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

ACCEPTANCE: This submission indicates acceptance of the conditions contained in this RFQ response to the City of Huntington Park's request for "Advocacy Services Qualification".

Acknowledged and Agreed:

Agent Signature Pedro Carrillo

Printed Name: Pedro Carrillo

Title: Managing Partner, CA

Firm Name: Prime Strategies of CA, LLC

City, State: Commerce, CA

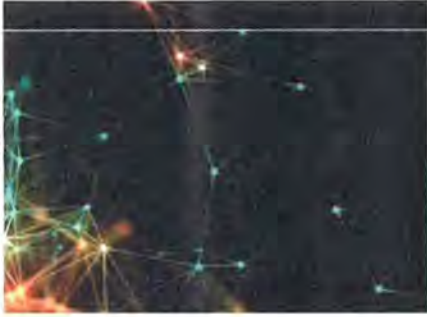
Phone Number: 213-608-0774



SCOPE OF SERVICES

Successor Agency: Pursuant to State legislation Abx1 26 the "Dissolution Act", the Redevelopment Agency (RDA) of the City of Huntington Park was dissolved effective February 1, 2012. The City has a responsibility to repay the City's debts, disposing of the former Redevelopment Agency's properties and assets to help pay off debts, returning revenues to the local government entities that receive property taxes and winding down the affairs of the former Redevelopment Agency.

The City of Huntington Park's Successor Agency is responsible for preparing a Recognized Obligation Payment Schedule (ROPS) in a manner provided by the State Department of Finance, listing the enforceable obligation of the former RDA and their source of payment. Prime Strategies will review the City's ROPS, current status of repayment as well as RDA activities and properties to provide an assessment on potential implications of financial issues and options as it relates to the Successor Agency and the overall City debt.



SCOPE OF SERVICES

With decades of collective experience, each individual in our firm brings unique skills, perspective, qualifications and relationships to achieve your goals. We recognize that you are not just looking for “lobbying,” but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.

County Budget Consulting: Throughout the county budget process we will advise, navigate the process and execute the necessary paperwork to request specific funding for the City’s current ongoing projects (i.e. street improvements, parks and rec, etc.). Such tasks will include advising on deadlines, providing testimony at budget hearings, meeting with elected officials and/or key staff in preparation for budget meetings. We will provide the “boots on the ground” working on a constant basis on your behalf at the County Hall and State Legislature. We will leverage the City of Huntington Park’s political relationships to maximize results.

Communications & Messaging: The government relations and public relations strategies must be tied together to tell a clear and compelling story of the City of Huntington Park. This may require us to tell your story more publicly, not just in the government halls, to elevate the work of your allies and push a message to the community.



SCOPE OF SERVICES

There are a number of significant opportunities for the City of Huntington Park to ensure optimal positioning in the County, State and the 115th Congress. Prime Strategies will support and expand these relationships and provide a constant presence at all three levels of government. In the initial months of the engagement, Prime will work with staff to identify your most important objectives for the coming year, for example, new program funding, CDBG funding, CSBG grants, additional Housing Authority funding, expanding federal, state and county support for business development, and/or advancing specific policy objectives.

Once established, we will harness our expertise and relationships to advance these priorities on your behalf. We can reasonably expect a new Administration to pursue several policy initiatives, via State or County funding, that have natural synergies with the mission and activities of the City. Our team at Prime Strategies can identify those areas and effectively advocate for the City of Huntington Park.

Below are just a few examples:

- Edward Byrne Memorial Justice Assistance Grant: This grant helps states and localities pay for a range of criminal justice needs.
- U.S. Economic Development Administration Grant: This grant assists economically distressed communities with job creation and public works projects.
- CDBG (Community Development Block Grant - FEDS): This program helps fund a range of housing, infrastructure and business development projects.



SCOPE OF SERVICES

- The Regional Park and Open Space District (RPOD): This grant administers funds from Prop A for such park and open space related activities from tree planting to creating walking and hiking trails.
- The California Department of Parks and Recreation- Recreational Trails Program (RTP): This funds motorize and non-motorized recreational trails.
- Los Angeles County Arts Commission- Community Impact Arts Grant Program: This funding is open to Municipal departments whose primary mission is to provide services other than arts programming.
- Cal Trans- Active Transportation Program (ATP): Funding for biking, walking, recreational trails and Safe Routes to Schools.
- Los Angeles County Metropolitan Transportation Authority (Metro): Metro distributes funding to improve all modes of surface transportation.
- Office of Community Oriented Policing Services: This program provides money for law enforcement agencies to hire additional community policing officers.

Another potential area to search for funding is with in the bridging of the digital divide for residents of Huntington Park. While cities have large networks of free access to internet connected computers in City Hall and most school children have access at various after school programs there is still a need for quality connections at home. Increasing access to Broadband for households and making 5G wireless available to more families can be a program for consideration.



SCOPE OF SERVICES

We believe that federal dollars can be secured and directed to the City for the purpose of expanding existing programs and would be the best manner to upgrade and increase broadband accessibility in Huntington Park.

Workforce training programs and resources are essential to the City of Huntington Park. These programs may be expanded by showcasing existing centers and the diverse population that utilize them. These sites and programs are ready and able to become even more robust with additional federal dollars.

Finally, targeting funding opportunities dedicated to services for new immigrants would be of great benefit to the City. We can expect an arduous debate about comprehensive immigration reform to continue. At the Federal level, there was an effort led by the Obama Administration to create a path to citizenship for undocumented immigrants which required language and civics classes which included a funding source. If this policy is revisited, the Prime team can work extensively to ensure that public libraries and other city institutions are included in any plans or discussions for funding eligibility in that they serve as a critical community resource for the delivery of such educational initiatives for adults, many of whom are not engaged in any formal institutional learning.



SCOPE OF SERVICES

Prime Strategies will work to educate the Department of Homeland Security and the United States Citizenship and Immigration Services on the ability of public libraries to implement such plan.

Given the current position of the Administration and the response from the State of California and the County of L.A. we may anticipate funding opportunities at the State and County levels to fund programs that will help the City's immigrant population in as well. Prime will monitor State and County legislation for such opportunities.

Our work would include tracking and identifying both existing opportunities and those that may emerge. Having Prime's eyes and ears on the ground as debates occur with regard to existing programs and new initiatives that may emerge will be critical in directing resources to the City. It is important to note that in an era without access to discretionary budget items from state elected officials and members of congress, we have learned to take a creative approach in identifying funding sources.



SCOPE OF SERVICES

Government Relations: Building on an excellent reputation and relationships, we will guide the continued engagement of the City Council, to appropriate County and State Government Officials. Prime Strategies aims to augment the City of Huntington Park's efforts with our team of experienced professionals and expand its advocacy capacity. Our strategic efforts will positively impact the City's legislative advocacy agenda and government relations in order to protect the interests of the City, its businesses and its residents.

How We Work: First and foremost, our goal is to fulfill objectives, not to extend a client retainer for as long as possible. Our focus is to advocate on behalf of the City of Huntington Park on a variety of issues including; economic development, community development, public safety, affordable housing, parks and recreation, transportation, small business and any other issues as assigned. We will be honest and forthright regarding the City's objectives and their likelihood of success. We will give candid counsel regardless of the impact it may make on the engagement.



WHY PRIME FOR HUNTINGTON PARK

Record of Success: Prime Strategies of California is well-suited to successfully represent the City of Huntington Park in creating and implementing its legislative agenda and advocacy efforts. The firm has a proven track record of helping to pass, stop or amend legislation to the benefit of its clients.

The first step towards a successful partnership with the City is to develop a thorough understanding of your legislative and public policy priorities (tracking, opportunities to support/kill bills, budget appropriations, message development, etc.). We will begin research and intelligence gathering to build a better and more accurate picture of the current political landscape and understand your needs in the County and State Legislature. During this time, Prime Strategies of California proposes to work closely with your executive team, to develop a legislative, regulatory and local government relations agenda.

Once we gather this information, we will be able to develop strategies and tactics for engaging key decision makers and move them towards taking positive action. Part of our legislative strategy will begin with meetings and briefings with key County officials, Assembly and Senate members on key legislative committees (i.e. appropriations, budget, labor, health, utilities and energy, jobs economic development and the economy, banking and finance, etc.). These initial meetings would allow us to introduce the City of Huntington Park's legislative priorities.



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

November 6, 2018

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 ACCEPTANCE OF GRANT FUNDS AND APPROPRIATION OF MATCHING FUNDS FOR THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ) BULLETPROOF VEST PARTNERSHIP (BVP) PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve acceptance of federal grant funds for the Police Department in the amount of \$7,158 from the U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) grant program, account #233-0000-331.10-30 and approve an appropriation of \$7,158 in account #233-7010-421.74-10; and
2. Authorize Chief of Police to purchase necessary bulletproof vests in accordance with grant funding and the City's purchasing criteria.

BACKGROUND

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice (DOJ) initiative designed to provide a critical piece of safety equipment to local and state law enforcement personnel. Since its inception, the BVP program has collectively awarded thousands of jurisdictions over \$400 million in federal grant funds for the purchase of over one million bulletproof vests. The BVP funding allows for recipients to provide custom fitted bulletproof vests to law enforcement officers, including those who are uniquely shaped, such as females, who benefit greatly from custom fitted vests which are safer and more functional.

Following two years of declining law enforcement officer line-of-duty deaths, in 2010 a dramatic 37% increase in officer deaths was experienced across the country. Fifty-nine of the 160 officers killed that year (2010) were shot during violent encounters, representing a 20% percent increase over the previous year (2009).

CONSIDERATION AND APPROVAL OF ACCEPTANCE OF GRANT FUNDS AND APPROPRIATION OF MATCHING FUNDS FOR THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ) BULLETPROOF VEST PARTNERSHIP (BVP) PROGRAM

November 6, 2018

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Due to the increase in the number of law enforcement officer deaths, coupled with renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP grant funds, jurisdictions must certify during the application process that police officers are required by department policy to wear a bulletproof vest while engaged in field public safety duties. The police department has this policy adopted and meets this requirement.

FISCAL IMPACT/FINANCING

This is a 50% match, reimbursement grant. The total fiscal impact is \$14,316, of which \$7,158 (50%) will be reimbursed to the city once bulletproof vests are purchased. An appropriation of \$14,316 is recommended to the Bullet Proof Vest Grant Account #233-7010-421.74.10.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. BVP Award Notification

ATTACHMENT “A”

APPLICATION SUMMARY

Date Submitted to BVP: 05/03/18

Application Status: Approved by BVP

APPLICATION PROFILE

Participant HUNTINGTON PARK CITY

Fiscal Year 2018

Number of Agencies Applied 0

Total Number of Officers for Application 62

Number of Officers on Approved Applications 62


APPLICATION PROFILE

Fiscal Year 2018

Vest Replacement Cycle 5


Number of Officers 62

Number of Stolen or Damaged 0
Emergency

Replacement Needs  **Number of Officer Turnover** 15

APPLICATION SUMMARY FOR FY 2018 REGULAR FUND

Applicant	Quantity	Total Cost	Date Submitted	Status
HUNTINGTON PARK CITY	25	\$14,317.52	05/03/18	Approved by BVP View Details
Grand Totals:	25	\$14,317.52		

AWARD SUMMARY FOR FY 2018 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$14,317.52	\$7,158.76	10/03/18	Approved by BVP
Grand Totals:	\$14,317.52	\$7,158.76		



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

November 6, 2018

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 TO PURCHASE MOTOROLA APX-8000 AND APX-8500 ALL-BAND PORTABLE AND MOBILE RADIO SYSTEMS COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Find that granting authority to execute the referenced agreement is exempt from California Environmental Quality Act ("CEQA") review, because it is a continuing administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines Section 15378;
2. Authorize City Manager to execute an agreement with Motorola Solutions Inc. for the lease-purchase of Motorola APX-8000 and APX-8500 all-band portable and mobile radios to replace the police department's current XTS-1500 and CDM-1250 radios at a total cost of \$703,000.83 over the course of 3 years; and
3. Authorize Chief of Police to purchase the new Motorola APX-8000 and APX-8500 radios from Motorola Solutions Inc., as a sole source vendor.

BACKGROUND

The Huntington Park Police Department (HPPD) relies on its radio system to provide essential public safety service to the community. The radio system connects police officers and other first responders with dispatchers who relay information gathered from residents. The radio system also provides a platform by which police officers and other first responders can communicate directly with each other to coordinate essential routine and emergency services to the community. Simply stated, without an effective radio system HPPD would not be able to provide the level of service and protection it currently provides to the community and the life and safety of residents would be in peril due to delayed communication between dispatchers, first responders, and other critical public safety resources.

CONSIDERATION AND APPROVAL TO PURCHASE MOTOROLA APX-8000 AND APX-8500 ALL-BAND PORTABLE AND MOBILE RADIO SYSTEMS COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

November 6, 2018

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The HPPD currently equips its officers with XTS-1500 portable radios and its police patrol cruisers with CDM-1250 mobile radios. Respectively, the current portable and mobile radios are 15-20 years old, have exceeded their expected service life, and have become obsolete in the radio equipment market due to parts being gradually discontinued by the manufacturer. All the while, radio technology continues to evolve requiring continued investment to ensure that the radio platform is contemporary and capable of expansion to meet future radio technology advancements.

All of the portable and mobile radios currently used by HPPD have a manufacturer's recommended maintenance, repair and replacement schedule. Adhering to the recommended manufacturer's schedule is critical in ensuring the proper functionality of the radio equipment, which optimizes communication performance and contributes to the safety of police personnel and members of the community. In 2013, Motorola officially discontinued both the XTS portable and CDM mobile radio products currently used by HPPD and provided notice that support and parts for the XTS and CDM products would be discontinued in December 2018. This effectively culminates to the end of serviceable life for the XTS and CDM products. Support for these portable and mobile radios after December 2018 will be limited to best effort and constrained by the availability of parts on-hand and those purchased in secondary markets. Having the most critical piece of public safety radio equipment supported in this challenging manner would be unprecedented and place police officers at great risk of communication failures when their safety or that of members of the community depends on it.

The current 15-20 year old XTS portable and CDM mobile radios are complex electronic devices which have become functionally obsolete as technology has advanced and operational needs have evolved and become more demanding. For example, the HPPD routinely requires the ability to communicate with surrounding agencies during routine circumstances and emergency incidents. Today, accomplishing this critical communication is limited to the use of multiple radios. The recommended new APX-8000 portable radios and APX-8500 mobile radios are "multi-band" and are capable of being pre-programmed with several thousand channels and complex communication plans, essentially eliminating the need for multiple radios and enabling rapid interoperable communications amongst dispatchers, police officers, other first responders, and surrounding agencies.

Like other complex electronics, radio technology has evolved significantly in many key areas, such as longer battery life, higher temperature ratings, improved emergency trigger, higher channel capacity, and overall durability. The APX-8000 and APX-8500 voice and data technology is secured by multiple hardware encryption algorithms so that sensitive public safety information stays protected from public scanners and curious

CONSIDERATION AND APPROVAL TO PURCHASE MOTOROLA APX-8000 AND APX-8500 ALL-BAND PORTABLE AND MOBILE RADIO SYSTEMS COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

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eavesdroppers. Radio authentication features ensure only valid users can access the radio system while two-factor authentication allows users to securely log into databases. These are all vital upgrades that improve user safety and functionality.

EQUIPMENT AND PRICING

The recommended APX-8000 portable and APX-8500 mobile radios are fully compatible with the Interagency Communications Interoperability (ICI) regional radio system platform. The ICI radio system platform is a shared system constructed by various cities in the Los Angeles County region and linked together through a microwave network in order to provide seamless and secure regional coverage. The concept of ICI was born out of the need for current ICI member cities to replace their aging radio communication infrastructure. The ICI platform provides the ability for cities to be interconnected to wide area coverage at the cost of a small stand-alone system. The ICI system is governed by a Joint Powers Agreement; which Huntington Park will become part of once it begins using the ICI platform. There is no other regional communications system platform available to the City of Huntington Park that is more conducive to cost and functionality than ICI.

The Motorola APX-8000 and APX-8500 multi-channel radio equipment that will be purchased by the City of Huntington Park is compatible to the existing HPPD Motorola two-way radio system, making for a smooth transition from the current radio equipment to the new radio equipment, which contains proprietary hardware and software components not commercially available except through Motorola and its authorized partners. These proprietary features operate on Motorola Solutions Core equipment located at the (City of) Glendale Motorola Master Site.

Furthermore, authorized warranty, maintenance and support services for Motorola systems and hardware and software products are provided by Motorola and its network of authorized and trained service providers. Motorola maintains a parts and accessories inventory sufficient to support its current and future maintenance and service contract obligations.

Motorola's discounted pricing for this purchase was obtained through the Los Angeles County region volume pricing subscriber agreement. Lower pricing levels are not authorized through other Motorola representatives. This is a limited time discounted pricing offer, valid only until November 16, 2018.

The proposed agreement is exempt from the competitive bidding and selection process pursuant to Huntington Park Municipal Code section 2-5.14 / Sole Source Vendors,

CONSIDERATION AND APPROVAL TO PURCHASE MOTOROLA APX-8000 AND APX-8500 ALL-BAND PORTABLE AND MOBILE RADIO SYSTEMS COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

November 6, 2018

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which states that the formal bidding process shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased.

FISCAL IMPACT

The total fiscal impact for this purchase is \$703,000.83, which is the total cost of seventy-five (75) APX-8000 portable radios and thirty-five (35) APX-8500 mobile radios. Motorola, thorough the attached proposed lease-purchase agreement, is offering a 3 year deferred first payment plan that would begin in FY19-20 and culminate in FY 21-22, giving the City time to budget this expense incrementally over the course of the 3 years. The payment plan is proposed as follows;

Payment Plan	Amount (*3.99% interest included)
FY 19-20	234,333.61
FY 20-21	234,333.61
FY 21-22	234,333.61
Total:	703,000.83


The expanded terms and conditions of the payment plan are contained in the attached proposed lease-purchase agreement, Schedule B, for Council's review.

Various funding sources can be considered for this purchase, such as County, State, or Federal grants and/or Asset Forfeiture in order to offset any impact to the City's General Fund.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

CONSIDERATION AND APPROVAL TO PURCHASE MOTOROLA APX-8000 AND APX-8500 ALL-BAND PORTABLE AND MOBILE RADIO SYSTEMS COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

November 6, 2018

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ATTACHMENT(S)

- A. Equipment Lease-Purchase Agreement
- B. Discounted Pricing Quote #QU0000452819
- C. Motorola Solutions, Inc. Sole Source Letter

ATTACHMENT “A”



10/18/18

Sgt. Joe Settles
City of Huntington Park
6550 Miles Ave.
Huntington Park CA 90255

RE: Municipal Lease # 24468

Dear Sgt. Settles:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24468 are valid for contracts that are executed and returned to Motorola on or before **November 15, 2018**. After **11/15/18**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in blue ink, appearing to read 'Bill Stancik', with a stylized flourish at the end.

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Huntington Park

E-mail Address: _____
Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____
Fax: _____
7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24468

LESSEE:

City of Huntington Park
6550 Miles Ave.
Huntington Park CA 90255

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER.

AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of November, 2018.

LESSEE:

City of Huntington Park

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____
Title: _____

By: _____
Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of the City of Huntington Park, an entity duly organized and existing under the laws of the **State of California** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24468**, between ____ City of Huntington Park and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Huntington Park, hereto this ____ day of November 2018.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24468 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Huntington Park

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24468
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24468** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months

Commencement Date: November 15 2018

First Payment Due Date: November 15, 2019

3 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.



Prepared By: So Young Kim
1801 W. Burbank Blvd
Burbank, CA 91506

Phone: 818-333-6568
Email: skim@daywireless.com

Date: 10/31/2018
QUOTE # QU0000452819
CUSTOMER # 1000412370

Prepared For: Sgt Joe Settles
Company: Huntington Park Police Department
Phone: (323) 826-6676
Email: jsettles@hppolice.org

Bill To: HUNTINGTON PARK POLICE DEPARTMENT
Address: 6542 MILES AVE
HUNTINGTON PARK, CA 90255

Ship to: HUNTINGTON PARK POLICE DEPARTMENT
Address: 6542 MILES AVE
HUNTINGTON PARK, CA 90255

Equipment Details and Pricing

Quantity	Nomenclature	Description	List Price	50% Discount	
				LA County Pricing	Total
75	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$6,292.00	\$3,146.00	\$235,950.00
75	QA00205	ADD: DATA LINK MANAGER APP CD-PORTABLES	\$0.00	\$0.00	\$0.00
75	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$257.50	\$19,312.50
75	Q58AL	ADD: 3Y ESSENTIAL SERVICE	\$110.00	\$110.00	\$8,250.00
75	Q15AJ	ENH: AES/DES,DES-XL,DES-OFB	\$799.00	\$399.50	\$29,962.50
75	H38BS	ADD: SMARTZONE OPERATION	\$1,500.00	\$750.00	\$56,250.00
75	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$150.00	\$11,250.00
75	QA00580AA	ADD: TDMA OPERATION	\$450.00	\$225.00	\$16,875.00
75	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$50.00	\$3,750.00
75	Q53AF	ADD: FRONT PANEL PROGRAMMING	\$150.00	\$75.00	\$5,625.00
75	QA09001AB	ADD: WIFI CAPABILITY & CLONING	\$300.00	\$150.00	\$11,250.00
75	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISION	\$0.00	\$0.00	\$0.00
75	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$370.00	\$27,750.00
35	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$2,385.00	\$83,475.00
35	G67DF	ADD: REMOTE MOUNT MP	\$297.00	\$148.50	\$5,197.50
35	GA01513AA	ADD: ALL BAND MOBILE ANTENNA	\$95.00	\$47.50	\$1,662.50
35	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$36.00	\$1,260.00
35	GA00250AA	ADD: WIFI/GNSS FLEXIBLE CABLE LMR 195	\$100.00	\$50.00	\$1,750.00
35	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$5,880.00
35	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$7.50	\$262.50
35	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$370.00	\$12,950.00
35	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	\$399.50	\$13,982.50
35	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$50.00	\$1,750.00
35	G806BL	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$257.50	\$9,012.50
35	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$216.00	\$7,560.00
35	G444AH	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00
35	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$750.00	\$26,250.00
35	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$30.00	\$1,050.00
35	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	\$0.00	\$0.00	\$0.00
35	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$150.00	\$5,250.00
35	GA00580AA	ADD: TDMA OPERATION APX	\$450.00	\$225.00	\$7,875.00
35	GA09001AA	ADD: WI-FI CAPABILITY	\$300.00	\$150.00	\$5,250.00

35	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONS	\$0.00	\$0.00	² \$0.00
35	GA01305AA	ADD: GPS/GNSS MAG MOUNT ANTENNA	\$60.00	\$30.00	\$1,050.00
35	GA01579AA	ADD: COVERT WIFI GLASSMOUNT LMR	\$70.00	\$35.00	\$1,225.00

TERRITORY LOS ANGELES VOLUME PRICING SUBSCRIBER WILL BE APPLIED

PO MUST BE RECEIVED BY 10/19/2018

ALL TERRITORY LOS ANGELES ORDERS WILL BE PLACED AT ONE TIME, AS IF THE AGGREGATE WERE ONE ORDER FROM ONE CUSTOMER, ON 10/22/2018

CUSTOMER MUST TAKE DELIVERY OF ORDER BY 11/16/2018

SUBTOTAL \$618,917.50

TAXES @ 9.5% \$57,454.81

PAYMENT OF INVOICE BY 12/16/2018 UNLESS A MOTOROLA FINANCE AGREEMENT APPLICABLE

MOTOROLA DOES NOT INTEND AT THIS TIME TO REPEAT THIS PROGRAM IN THE FUTURE

PROGRAMMING AND INSTALLATION NOT INCLUDED

Ensure PO is made out to Motorola Solutions

PO Signature Required

Terms Net 30

Send PO to Sales Contact: So Young Kim

QUOTE PAGE TOTAL **\$676,372.31**

THIS QUOTE IS BASED ON THE FOLLOWING:

¹ This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged

Thank you for your consideration of Motorola products.

² Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

³ Purchaser will be responsible for shipping costs, which will be added to the invoice.

⁴ Prices quoted are valid for thirty(30) days from the date of this quote.

⁵ Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

City of Huntington Park (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000% first year
 Nominal Annual Rate: 3.990% remaining term

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	11/15/2018	\$ 676,372.31	1		
2 Lease Payment	11/15/2019	\$ 234,333.61	1		
3 Rate Change	11/15/2019	Rate: 3.990 %	Compounding: Annual		
4 Lease Payment	11/15/2020	\$ 234,333.61	2	Annual	11/15/2021

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	11/15/2018				\$676,372.31
1	11/15/2019	\$ 234,333.61	\$ -	\$ 234,333.61	\$442,038.70
	11/15/2019	Rate: 3.99%		Compounding: Annual	
2	11/15/2020	\$ 234,333.61	\$ 17,637.34	\$ 216,696.27	\$225,342.43
3	11/15/2021	\$ 234,333.61	\$ 8,991.18	\$ 225,342.43	\$ -
Grand Totals		\$ 703,000.83	\$ 26,628.52	\$ 676,372.31	

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$650,420.54 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.99%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$676,372.31

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24468** to that Equipment Lease Purchase Agreement number **24468** will be maintained by the City of Huntington Park as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24468**, City of Huntington Park, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24468 to that Equipment Lease Purchase Agreement number 24468. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24468 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Huntington Park**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name City of Huntington Park		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 6550 Miles Ave.	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Huntington Park CA 90255		7 Date of issue 11/15/2018
8 Name of issue Equipment Lease-Purchase Agreement 24468		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	650,420.54
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	11/15/21	\$ 650,420.54	\$ 650,420.54	3 years	3.99 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	650,420.54
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	650,420.54

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date ▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no. ▶			

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24468

Lease Schedule A No. : 24468

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24468. See Schedule A for a detailed Equipment List.

LESSEE:

City of Huntington Park

By: _____

Date: _____

ATTACHMENT “B”



Prepared By: So Young Kim
1801 W. Burbank Blvd
Burbank, CA 91506

Phone: 818-333-6568
Email: skim@daywireless.com

Date: 10/31/2018
QUOTE # QU0000452819
CUSTOMER # 1000412370

Prepared For: Sgt Joe Settles	Bill To: HUNTINGTON PARK POLICE DEPARTMENT	Ship to: HUNTINGTON PARK POLICE DEPARTMENT
Company: Huntington Park Police Department	Address: 6542 MILES AVE	Address: 6542 MILES AVE
Phone: (323) 826-6676	HUNTINGTON PARK, CA 90255	HUNTINGTON PARK, CA 90255
Email: jsettles@hppolice.org		

Equipment Details and Pricing

Quantity	Nomenclature	Description	List Price	50% Discount	Total
				LA County Pricing	
75	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$6,292.00	\$3,146.00	\$235,950.00
75	QA00205	ADD: DATA LINK MANAGER APP CD-PORTABLES	\$0.00	\$0.00	\$0.00
75	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$257.50	\$19,312.50
75	Q58AL	ADD: 3Y ESSENTIAL SERVICE	\$110.00	\$110.00	\$8,250.00
75	Q15AJ	ENH: AES/DES,DES-XL,DES-OFB	\$799.00	\$399.50	\$29,962.50
75	H38BS	ADD: SMARTZONE OPERATION	\$1,500.00	\$750.00	\$56,250.00
75	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$150.00	\$11,250.00
75	QA00580AA	ADD: TDMA OPERATION	\$450.00	\$225.00	\$16,875.00
75	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$50.00	\$3,750.00
75	Q53AF	ADD: FRONT PANEL PROGRAMMING	\$150.00	\$75.00	\$5,625.00
75	QA09001AB	ADD: WIFI CAPABILITY & CLONING	\$300.00	\$150.00	\$11,250.00
75	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISION	\$0.00	\$0.00	\$0.00
75	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$370.00	\$27,750.00
35	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$2,385.00	\$83,475.00
35	G67DF	ADD: REMOTE MOUNT MP	\$297.00	\$148.50	\$5,197.50
35	GA01513AA	ADD: ALL BAND MOBILE ANTENNA	\$95.00	\$47.50	\$1,662.50
35	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$36.00	\$1,260.00
35	GA00250AA	ADD: WIFI/GNSS FLEXIBLE CABLE LMR 195	\$100.00	\$50.00	\$1,750.00
35	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$5,880.00
35	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$7.50	\$262.50
35	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$370.00	\$12,950.00
35	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	\$399.50	\$13,982.50
35	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$50.00	\$1,750.00
35	G806BL	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$257.50	\$9,012.50
35	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$216.00	\$7,560.00
35	G444AH	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00
35	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$750.00	\$26,250.00
35	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$30.00	\$1,050.00
35	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDE	\$0.00	\$0.00	\$0.00
35	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$150.00	\$5,250.00
35	GA00580AA	ADD: TDMA OPERATION APX	\$450.00	\$225.00	\$7,875.00
35	GA09001AA	ADD: WI-FI CAPABILITY	\$300.00	\$150.00	\$5,250.00

35	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONS	\$0.00	\$0.00	² \$0.00
35	GA01305AA	ADD: GPS/GNSS MAG MOUNT ANTENNA	\$60.00	\$30.00	\$1,050.00
35	GA01579AA	ADD: COVERT WIFI GLASSMOUNT LMR	\$70.00	\$35.00	\$1,225.00

TERRITORY LOS ANGELES VOLUME PRICING SUBSCRIBER WILL BE APPLIED

PO MUST BE RECEIVED BY 10/19/2018

ALL TERRITORY LOS ANGELES ORDERS WILL BE PLACED AT ONE TIME, AS IF THE AGGREGATE WERE ONE ORDER FROM ONE CUSTOMER, ON 10/22/2018

CUSTOMER MUST TAKE DELIVERY OF ORDER BY 11/16/2018

SUBTOTAL	\$618,917.50
TAXES @ 9.5%	\$57,454.81

PAYMENT OF INVOICE BY 12/16/2018 UNLESS A MOTOROLA FINANCE AGREEMENT APPLICABLE

MOTOROLA DOES NOT INTEND AT THIS TIME TO REPEAT THIS PROGRAM IN THE FUTURE

PROGRAMMING AND INSTALLATION NOT INCLUDED

Ensure PO is made out to Motorola Solutions

PO Signature Required

Terms Net 30

Send PO to Sales Contact: So Young Kim

QUOTE PAGE TOTAL	\$676,372.31
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THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

ATTACHMENT “C”



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
725 South Figueroa Ave. #1855
Los Angeles, CA 90017
USA

October 17, 2018

Joe Settles
Sergeant – Police Dept.
6542 Miles Ave.
Huntington Park, CA 90255

Re: Motorola Solutions Sole Source – APX Radio Equipment

Dear Sgt. Settles,

Motorola Solutions, Inc. ("Motorola") is the market leader in radio communications systems and products for the U.S. Government and Public Safety market and is pleased to have the City of Huntington Park as a valued customer. The ASTRO25 radio subscribers we design and manufacture contain proprietary hardware and software components which are not commercially available except through Motorola and its channel partners.

The Motorola Radio Equipment and Options that will be purchased by the City of Huntington Park can be used on their existing Motorola Two-Way Radio System and the ASTRO P25 Trunked System that ICI Member Agencies currently operate. These Radios will operate on P25 Trunked equipment that has proprietary features operating on Motorola Solutions Core equipment located at Glendale Master Site.

Furthermore, authorized warranty, maintenance and support services for Motorola systems and hardware and software products are provided by Motorola and its network of authorized and trained service providers. Motorola maintains a parts and accessories inventory sufficient to support its warranty, maintenance and support services obligations. These parts and accessories are manufactured either by Motorola or for Motorola subject to Motorola's specifications and other requirements.

If you have any questions regarding our Radio Equipment, please contact your Account Executive, Michael Bravo at (951) 277-2125.

Sincerely,

Motorola Solutions, Inc.

Michael Bravo
Sr. Account Executive



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

November 6, 2018

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 FY 2018-2019 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AGREEMENT AND ACCEPTANCE OF GRANT FUNDING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve and accept funding for the Police Department provided by the State of California Office of Traffic Safety (OTS) through the Selective Traffic Enforcement Program (STEP), totaling \$70,000 for FY 2018-19 and \$25,501 for FY 2017-18;
2. Authorize City Manager to execute the Standard Agreement for FY 18-19 Selective Traffic Enforcement Program (STEP) between the City of Huntington Park and the State of California Office of Traffic Safety (OTS); and
3. Authorize estimated revenues in the amount of \$95,501 to account #224-0000-335.30.96 and approve a budget appropriation in the amount of \$95,501 to the OTS expenditure accounts (Fund 224) detailed in the fiscal impact section of this report.

BACKGROUND

The California Office of Traffic Safety (OTS) strives to eliminate traffic collision injuries and deaths. To this effort, OTS designates grant funds for state and local public safety agencies to implement programs which help enforce traffic laws, educate the public on the topic of traffic safety, provide varied and effective ways of reducing traffic related injuries and fatalities, and reduce monetary losses from traffic collisions. OTS determines grant funding amounts based on tangible criteria pertaining to the potential positive traffic safety community impact, traffic collision statistics, seriousness of existing traffic related issues, and performance under previous OTS grants.

CONSIDERATION AND APPROVAL OF FY 2018-2019 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AGREEMENT AND ACCEPTANCE OF GRANT FUNDING

November 6, 2018

Page 2 of 3

The goal of OTS is to help agencies develop traffic safety programs that contribute toward the OTS mission of; *"Toward zero deaths, every 1 counts."*

By conducting specific enforcement through Driving Under the Influence (DUI) checkpoints, DUI enforcement saturation patrols, pedestrian and bicycle safety pro-active enforcement, and providing traffic safety education to members of the community, OTS and the Police Department can anticipate a decrease in traffic collisions and a safer traffic environment in the community.

FISCAL IMPACT/FINANCING

This is a 100% reimbursement grant. No matching City funds are required to receive the OTS grant funding. Once the Police Department expends funds to complete grant designated projects, the City will then submit reimbursement requests to OTS in accordance with grant reimbursement criteria.

This grant is being funded with federal funds. As a result, the funds are programmed for federal FY 18-19 - (October 1, 2018 to September 30, 2019). Due to the cycle of the federal fiscal year being different than the cycle of the city's fiscal year, in addition to the newly awarded \$70,000, an appropriation of \$25,501 is necessary to the same Office of Traffic Safety revenue account #224-0000-335.30-96, in order to expend OTS FY 17-18 grants funds during the City's FY 18-19 budget cycle. Below are the total amounts requested to the noted revenue account;

Revenue Account	Fiscal Year	Amount
224-0000-335.30-96	18-19	70,000
OTS Step Grant	17-18	25,501
	Total:	95,501

It is also necessary to appropriate the following amounts to the designated expense accounts to establish the method of expenditure for the \$95,501 designated in the revenue account (above);

Expense Account	Expense	Amount
224-7115-421.13-00	Police Department Overtime	87,715
224-7115-421.59-15	Professional Development	1,673
224-7115-421.61-20	Department Supplies & Expenses	4,833
224-7115-421.22-00	Medicare	1,280
	Total:	95,501

LEGAL AND PROGRAM REQUIREMENTS

As a condition of receiving this grant funding, OTS requires the Police Department to administer and execute certain project driven objectives throughout the grant period,

CONSIDERATION AND APPROVAL OF FY 2018-2019 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AGREEMENT AND ACCEPTANCE OF GRANT FUNDING

November 6, 2018

Page 3 of 3

including; DUI/CDL checkpoints, DUI saturation patrols, traffic and distracted driving enforcement, “click it or ticket” safety belt enforcement, and bicycle and pedestrian safety enforcement. The expanded detail pertaining to the required performance objectives by OTS are incorporated in the attached OTS Grant Agreement, specifically section 2B, beginning on page 3.

Also, please reference the attached OTS Grant Agreement for legal and procedural considerations associated with the acceptance of this grant funding.

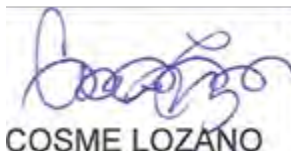
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager

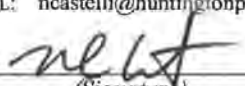
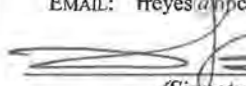
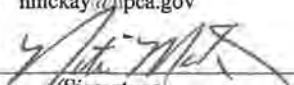
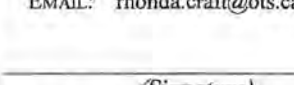



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. FY 2018-2019 Selective Traffic Enforcement Program Grant Agreement

ATTACHMENT “A”

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Huntington Park	3. Grant Period
4. AGENCY UNIT TO ADMINISTER GRANT Huntington Park Police Department	From: 10/01/2018 To: 09/30/2019
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$70,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Neil Castelli TITLE: Lieutenant ADDRESS: 6542 Miles Avenue Huntington Park, CA 90255 EMAIL: ncastelli@huntingtonparkpd.org <div style="text-align: center;">  (Signature) </div> <div style="text-align: center;"> 9-7-18 (Date) </div>	B. AUTHORIZING OFFICIAL OF AGENCY NAME: Ricardo Reyes TITLE: City Manager ADDRESS: 6550 Miles Avenue Huntington Park, CA 90255 EMAIL: rreyes@hpca.gov <div style="text-align: center;">  (Signature) </div> <div style="text-align: center;"> 8/27/18 (Date) </div>
C. FISCAL OR ACCOUNTING OFFICIAL NAME: Nita McKay TITLE: Finance Director ADDRESS: 6550 Miles Avenue Huntington Park, CA 90255 EMAIL: nmckay@hpca.gov <div style="text-align: center;">  (Signature) </div> <div style="text-align: center;"> 8-29-18 (Date) </div>	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Rhonda L. Craft TITLE: Director ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 EMAIL: rhonda.craft@ots.ca.gov <div style="text-align: center;">  (Signature) </div> <div style="text-align: center;"> (Date) </div>
E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. DUNS INFORMATION DUNS #: 070657085 REGISTERED ADDRESS: 6542 Miles Avenue, Huntington Park CA. 90255 CITY: City of Huntington Park ZIP+4: 90255-0001

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164-AL-19	20.608	0521-0890-101	2018	2018	29/18	\$40,000.00
402PT-19	20.600	0521-0890-101	2018	2018	29/18	\$30,000.00
				AGREEMENT TOTAL		\$70,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT \$70,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00		
				TOTAL AMOUNT ENCUMBERED TO DATE \$70,000.00		
OTS ACCOUNTING OFFICER'S SIGNATURE 			DATE SIGNED			

1. PROBLEM STATEMENT

The City of Huntington Park is a culturally diverse community with a population of 58,879 (US Census Bureau: 2016). Also included in the US Census study, it's reported that the city of Huntington Park is the 14th most populated city per square mile of the 265 cities in Los Angeles County, averaging 20,223 per square mile. Located approximately ten miles southeast of Downtown Los Angeles, this urban area is a mix of single family and multi-unit housing, commercial establishments, light industry, and one major hospital. The City is governed by a mayor and a four member City Council, and has provided local law enforcement services since incorporation in 1906.

In recent years, the department has noticed a steady increase in the number of traffic collisions that have occurred in the city. Since 2015 (184), traffic collisions have remained consistent with a slight decrease in 2015 (183 collisions.), and in 2017 (154 collisions) The number of victims involved in traffic collisions during the same time period has also remained consistent (184 in 2015, and 183 in 2016), with again a slight decrease in 2017 (154 victims.)

The department has also observed (3) fatalities in 2015, and increase in 2016 to (5) and back to (3) in 2017. During the first quarter of 2015 the department has observed 1 fatality, where speed and/or driving under the influence were the primary collision factors.

The number of DUI arrests has also significantly decreased over the past three years. In 2014, a total of (185) drivers were arrested for DUI. During 2015, the number of DUI arrests decreased to (102). During 2016, the number again increased slightly to (145), and remained almost the same in 2017 at (151).

In addition to the aforementioned increase in traffic collisions and alcohol involved traffic collisions, the city anticipates a significant increase in vehicle and pedestrian traffic due to the lack of man power and focused enforcement during night time hours, and an increase in vehicle traffic due to spurring of night-time activities and a push for night life by city officials.

An increase in traffic collisions combined with the anticipated increase in vehicle and pedestrian traffic has led the department to actively seek solutions to increase traffic safety within the community. The department will conduct several traffic enforcement details to reduce the number of traffic collisions and victims by targeting drivers that are engaged in driving habits that have been identified as primary collision factors. This includes: speed, driving under the influence, and inattentive/distracted drivers.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce hit & run injury collisions.
15. Reduce the number of motorcyclists injured in traffic collisions.
16. Reduce hit & run fatal collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off

Target Number

1

press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month, National Click it or Ticket Mobilization, National Teen Driver Safety Week, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	10
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	10
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	2
11. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	4
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	1
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	
<ul style="list-style-type: none"> The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. All training needed to implement the program should be conducted this quarter. All grant related purchases needed to implement the program should be made this quarter. In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly. Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations. <u>Media Requirements</u> 	
<ul style="list-style-type: none"> Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 	

1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. Media Requirements
- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
 - If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
 - If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
 - Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
 - Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164 AL-19	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$40,000.00
402PT-19	20.600	State and Community Highway Safety	\$30,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries		
Full-Time		\$0.00
Overtime		
DUI/DL Checkpoints	20.608	\$21,000.00
DUI Saturation Patrols	20.608	\$14,167.00
Traffic Enforcement	20.600	\$14,160.00
Distracted Driving	20.600	\$3,000.00
Motorcycle Safety	20.600	\$3,000.00
Click it or Ticket	20.600	\$1,500.00
Pedestrian and Bicycle Enforcement	20.600	\$6,667.00
Part-Time		\$0.00
Category Sub-Total		\$63,494.00
B. TRAVEL EXPENSES		
In State Travel	20.600	\$1,673.00
		\$0.00
Category Sub-Total		\$1,673.00
C. CONTRACTUAL SERVICES		
		\$0.00
Category Sub-Total		\$0.00
D. EQUIPMENT		
		\$0.00
Category Sub-Total		\$0.00
E. OTHER DIRECT COSTS		
DUI Checkpoint Supplies	20.608	\$2,799.00
Alcohol Testing	20.608	\$2,034.00
Category Sub-Total		\$4,833.00
F. INDIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
GRANT TOTAL		\$70,000.00

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	10
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	10
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Click it or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
TRAVEL EXPENSES	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Governor's Highway Safety Association Conference and the International Association of Chiefs of Police Annual DRE Conference, both held in Anaheim. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES	
-	
EQUIPMENT	
-	
OTHER DIRECT COSTS	
DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	1
Alcohol Testing - testing conducted to determine DUI probationers' compliance with terms and conditions of probation. Costs may include lab testing fees and testing supplies such as mouth pieces, cups and test kits.	3
INDIRECT COSTS	
-	
STATEMENTS/DISCLAIMERS	
Program Income default statement: There will be no program income generated from this grant.	

Enforcement Grant Quota Disclaimer:

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

**CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS**

(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.
You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."



CITY OF HUNTINGTON PARK

Police Department City Council Agenda Report

November 6, 2018

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 AGREEMENT WITH KNIGHTSCOPE INC. FOR A SERVICE SUBSCRIPTION FOR A K5 MODEL AUTONOMOUS ROBOT AND SOFTWARE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to execute a Machine-as-a-Service Subscription Agreement between Knightscope Inc. and the City of Huntington Park for a term of 1 year, with automatic 1 year renewals, until either party decides to terminate the agreement with proper notice in accordance with the termination clause of the agreement;
2. Authorize the City Manager to acquire the K5 robot and deploy the robot in the community for enhanced public safety and data collection service in areas of the community deemed beneficial from use of the K5 robot.

BACKGROUND

The City of Huntington Park primarily relies on public safety personnel and city staff to provide safety for its residents and maintain the best possible quality of life environment throughout the community. To enhance the efforts of public safety personnel and city staff, technology systems in the form of fixed video surveillance cameras and license plate readers are utilized in various highly attended or travelled areas of the community, including city parks, retail district(s), public buildings, and public parking lots. While the fixed technology systems aid in monitoring areas, recording activity, and gathering data, they are limited from providing expanded, or mobile, service due to their fixed nature and limited lens view range.

In effort to alleviate demand on public safety personnel and city staff from continuing to meet the growing demand for policing high activity and crime areas in the community, and to expand the use of technology to improve safety and quality of life, staff is

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH KNIGHTSCOPE INC. FOR A SERVICE SUBSCRIPTION FOR A K5 MODEL AUTONOMOUS ROBOT AND SOFTWARE

November 6, 2018

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recommending the purchase of a service agreement with Knightscope Inc., to acquire the service of a K5 autonomous robot.

The K5 is a 400 pound, 5'2" tall, autonomous, highly sophisticated, technological security robot that roves any paved or smooth surface area. The K5 is ideal for enhancing security in public parks, parking lots, public buildings, and shopping areas. The K5 is constantly on the prowl for suspicious activity and is a visual deterrent to would-be troublemakers and criminals. Having the appearance of something from outer-space or a science-fiction movie, the K5 is equipped with a multitude of sensors. One system being a LDAR (Light Detection and Ranging) array of sensors. Cameras that help the K5 differentiate between a harmless passer-by and potential criminal is also a beneficial feature. The K5 technology feeds all recorded data to the cloud for storage and future review.

The K5 is a modern day compliment to human public safety personnel, which helps fill in the gaps where public safety personnel or city staff cannot be at all times. Knightscope calls the K5 robot a "fully autonomous security data machine" – which fills in the blind spots – where cities and police departments do not have the resources to police. The K5 can also improve public safety personnel and city staff safety by identifying dangerous or risky situations and even suspicious individuals. The K5 functions well in safe or risky environments and produces valuable data for analysis and intelligence gathering.

Knightscope's secret to the K5 robot is simply sensors – lots of them. The K5 is equipped with high quality infrared cameras capable of making out license plates and it also features onboard wireless technology capable of identifying smartphones within its range, down to the MAC and IP addresses. The K5 technology can additionally place individual smartphones, faces, and even cars on a "black" or "unwanted" list. Once on the list, if the K5 detects an unwanted violator the company sends an alert signal.

Knightscope can store K5 data for as long as clients wish, but the typically the storage period is two weeks unless otherwise requested by the client, (per terms of the agreement). The K5 can upload more than 90 terabytes of data a year via Wi-Fi and cellular signal. The K5 is ideal for indoor or outdoor use and even in inclement weather.

Following are some of the valuable features of the K5 robot;

- ◆ On-duty 24/7 – is never late for work and takes no vacations
- ◆ Captures an incredible amount of data
- ◆ 360 degree camera view
- ◆ License plate recognition – (with blacklist database)

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH KNIGHTSCOPE INC. FOR A SERVICE SUBSCRIPTION FOR A K5 MODEL AUTONOMOUS ROBOT AND SOFTWARE

November 6, 2018

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- ◆ High quality video recording
- ◆ Detects objects and people around it
- ◆ Built-in intercom for live broadcasting
- ◆ Can play pre-recorded messages in English and Spanish
- ◆ Can play seasonal music
- ◆ Thermal recognition and anomaly detection
- ◆ Fire detection

The K5 robot is custom designed with individual preferences, such as route and desired functions. The K5 can also detect how long a vehicle has been parked at a specific location, which can help with identifying suspicious activity or the need for parking violation(s) enforcement. The K5 software is alert driven and does not require an employee to monitor the K5 activities throughout the day.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

The proposed agreement is exempt from the competitive bidding and selection process pursuant to Huntington Park Municipal Code section 2-5.14 / Sole Source Vendors, which states that the formal bidding process shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased.

The K5 robot is an exclusive product of Knightscope Inc. and contains proprietary software owned exclusively by Knightscope Inc. No other vendor can offer the K5 robot or the associated software to operate the robot.

Included in the service agreement are software updates, maintenance, and remote technological assistance by expert K5 technicians.

Please reference the attached agreement for legal and procedural considerations associated with the agreement.

FISCAL IMPACT

The total fiscal impact for this expenditure, for the first three (3) years, is \$240,000. In order to offset the impact to the City's General Fund, various funding sources can be considered for this expenditure, such as county, state, or federal grants and/or asset forfeiture revenues. The primary account designated for this expenditure will be the Police Forfeiture Fund. The Fiscal Year 2018-19 Operating Budget contains an appropriation for the first year. The payment detail is shown below.

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH KNIGHTSCOPE INC. FOR A SERVICE SUBSCRIPTION FOR A K5 MODEL AUTONOMOUS ROBOT AND SOFTWARE

November 6, 2018

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Payment Agreement	Monthly Amount	Annual Amount
Year 1	6,000	72,000
Year 2	6,000	72,000
Year 3	6,000	72,000
Initial Set-up	(one-time fee)	24,000
	Total:	\$240,000

The above pricing includes the following package:

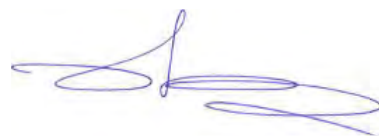
- ◆ 1– K5 Robot
- ◆ 1 – Ultra HD Video
- ◆ 1 – Parking Monitor Package
- ◆ 1 – Interactions Package
- ◆ 1 – After Hours Package
- ◆ 2 – Charge Pads

The expanded terms and conditions of the cost and equipment are contained in the attached proposed agreement for Council's review.


CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO

- A. Machine-As-A-Service Subscription Agreement
- B. K5 Brochure

ATTACHMENT “A”



MACHINE-AS-A-SERVICE SUBSCRIPTION AGREEMENT

This Machine-as-a-Service Subscription Agreement (this "Agreement" or "MaaS Agreement") is made and entered on [REDACTED], 2018 (the "Effective Date") by and between Knightscope, Inc., with its principal place of business at 1070 Terra Bella Ave, Mountain View, CA 94043 ("Knightscope" or "KI") and City of Huntington Park, with its principal place of business at 6550 Miles Avenue, Huntington Park, CA. 90255 ("Customer").

Knightscope and Customer may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Knightscope has developed certain (i) equipment and (ii) internet-based user interface and/or mobile applications listed in Exhibit A attached hereto (respectively, the "Equipment" and "Interface", and collectively, the "Services");

WHEREAS, Customer wishes to obtain from Knightscope on a subscription basis, and Knightscope wishes to provide to Customer, the Services in accordance with the terms and conditions of the Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. DELIVERY AND GRANT OF RIGHTS: Subject to the terms and conditions of this Agreement, Knightscope hereby agrees to deliver to Customer at Customer's premises, and Customer agrees to accept delivery from Knightscope of, the Equipment set forth in Exhibit A. All use of the Interface is subject to Customer's acceptance and agreement with Knightscope's terms and conditions available online at <https://www.knightscope.com/terms/> (the "Interface TOS"). Subject to the terms and conditions of this Agreement and the Interface TOS, Customer shall have a non-exclusive, non-transferable, right during the Term to use the Equipment and Interface for Customer's internal business purposes only, which may include providing security services to Customer's clients.

2. RESTRICTIONS: Customer shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the Equipment or Interface; (ii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Equipment or Interface or provide access to the Interface to third parties on a service bureau basis or otherwise; (iii) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the Equipment or Interface; (iv) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the Equipment or Interface; (v) add any logos, proprietary marks or other notices or markings on the Equipment or Interface without prior written consent of Knightscope; (vi) use the Equipment or Interface other than as permitted under this Agreement; or (vii) use the Services or Knightscope's Confidential Information to develop, have developed, or assist in the development of any product or service competitive with the Services.

3. TERM; TERMINATION: This Agreement shall commence on the Effective Date and, unless earlier terminated as set forth below, shall be for a period of one (1) year (the "Term") and shall renew automatically for one (1) year periods. At the end of the Term, Customers shall have the option to upgrade Equipment based upon availability and current pricing. This Agreement may be terminated prior to the end of the Term: (a) by a Party for cause upon providing thirty (30) days' advance written notice describing a breach by the other Party of any material term or condition of this Agreement and the other Party failing to fully cure such breach within such thirty (30) days' period; (b) by a Party for



cause immediately upon written notice if the other Party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes an assignment for the benefit of its creditors, or proceedings (whether voluntary or involuntary) are commenced against the other Party under any bankruptcy, insolvency or debtor's relief law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof; and (c) by Customer without cause upon providing at least ninety (90) days' prior written notice to Knightscope. In the event this Agreement is terminated by Customer without cause or is terminated by Knightscope for cause, Customer shall remain liable for all payments that would have been due during the Term under this Agreement had it not been terminated. In the event Customer terminates this Agreement for cause, Knightscope shall refund to Customer a pro-rated portion of any Subscription Fee prepaid by Customer to Knightscope for the remainder of the Term. In the event of any expiration or termination of the Agreement: (i) all rights and licenses granted by Knightscope to Customer shall immediately terminate and Customer shall immediately stop using all Services; (ii) all outstanding payments due hereunder shall become immediately payable; and (iii) the following sections of this Agreement shall survive any such expiration or termination: Sections 2, 3, 4, 11, 12, 13, 14, and 16 through 23.

Upon the Expiration or Termination of this Agreement, Customer shall surrender the Equipment to Knightscope by delivering the Equipment to Knightscope or Knightscope's agent in good condition and working order, ordinary wear and tear excepted, substantially as it was at the commencement of the Agreement (except for enhancements or other changes which may have been installed with Knightscope's knowledge during the term).

4. PAYMENTS: Customer agrees to pay to Knightscope the subscription fees for the Equipment and Interface (the "Subscription Fee"), in the amount indicated on Exhibit A. Contract may be pre-paid annually, with the first year's subscription due upon execution of this agreement and subsequent years' subscriptions due on the anniversary dates, at the prices listed in Exhibit A. Alternatively, Customer may elect monthly billing in which case a 10% premium will apply to the costs in Exhibit A, the first and last months' subscription costs will be due upon execution of this agreement, and subsequent monthly payments will be due on the first day of each succeeding calendar month following the Deployment Date. If the Term does not start on the first day of a calendar month, the payment amount will be prorated accordingly. Charges for LTE utilization by the Customer in excess of the allotted data plan will be billed directly as incurred.

Customer will submit all payments to Knightscope at the address set forth in Section 20 below or at such other address that Knightscope may hereafter specify in writing. In the event any payment hereunder is more than ten (10) days late, Knightscope may impose and collect interest of 1.50% per month, compounded monthly (18% per annum) or the highest amount allowed under law, whichever is less.

5. INTERFACE HOSTING AND SUPPORT: Knightscope will host the Interface and will provide Customer with information sufficient to allow Customer to access the Interface through a Web browser and/or mobile application. Customer is responsible for providing, at Customer's own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), and services for Customer to effectively access the Interface. Customer is responsible for upgrading and configuring Customer's internal systems (e.g. network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the Interface. Knightscope will use commercially reasonable efforts to support the Interface, and maintain its accessibility for Customer during the Term. During the Term, Knightscope will use commercially reasonable efforts to provide Customer with all generally released updates and upgrades to the Interface at no additional charge.

6. MAINTENANCE AND RETURN OF EQUIPMENT: Customer shall inspect the Equipment upon delivery to determine whether it is in good and serviceable condition. If the Equipment is not in good and serviceable condition, Customer may notify Knightscope in writing within five (5) days of delivery and request redelivery of Equipment, in which case the start of the Term shall automatically be postponed until Knightscope delivers Equipment that is in good and serviceable condition. Once delivered, Customer shall keep the Equipment reasonably secure and in good condition and working order (ordinary wear and tear excepted), except for the maintenance and repair that is Knightscope's



responsibility as set forth below.

Knightscope will, at its sole expense, provide ongoing technical support and maintenance for the Equipment during the Term except with respect to loss or damage to the Equipment caused by Customer's negligence or failure to keep the Equipment reasonably secure. Knightscope will attempt to provide technical support remotely. In the event that Knightscope is unable to rectify an issue remotely, it will dispatch its personnel or agent to Customer's location. Customer will provide Knightscope with physical access to the Equipment at all times during the Term to perform such support and maintenance 24/7. Customer agrees that Knightscope may, in lieu of repairing Equipment previously provided and in its sole discretion, replace any such Equipment with replacement Equipment of the same type as is set forth in Exhibit A and such replacement Equipment shall be treated as the originally delivered Equipment for all other purposes under this Agreement. In the event Equipment is offline for 48 or more consecutive hours for reasons other than those outlined in Section 24 and replacement Equipment is not available, Knightscope shall record a credit to the account for the duration of the time the Equipment is offline. The accumulated annual amount from each offline event in excess of 48 hours will be recorded as a credit on the monthly invoice corresponding with the anniversary of the Effective Date or, in the event of prepaid agreements, will be issued as a check on the anniversary of the Effective Date. In addition, at any time before Customer surrenders the Equipment to Knightscope, if the Equipment is lost or damaged beyond repair due to Customer's negligence, intentional misconduct, or failure to keep the Equipment reasonably secure, then (i) Customer shall pay to Knightscope the replacement cost of the Equipment which shall not exceed an amount equal to 12 months' Subscription Fee hereunder; and (ii) Knightscope shall replace the Equipment and the obligations of the Parties under this Agreement shall continue in full force and effect through the remainder of the Term. For the avoidance of doubt, Knightscope is responsible for all maintenance, service, upgrades and support of the Equipment, and Customer is only responsible under the preceding sentence for loss or damage due to Customer's negligence, intentional misconduct, or failure to keep the Equipment reasonably secure.

7. NO ENCUMBRANCES; TAXES: Customer shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Knightscope's title or rights in or to the Equipment may be adversely affected. Customer shall be responsible for complying with and conforming to all laws and regulations relating to its possession or use of the Equipment, including the payment of any and all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to its possession or use of the Equipment.

8. KNIGHTSCOPE REPRESENTATIONS: Knightscope hereby represents and warrants to Customer that (a) it has all necessary rights to provide the Services in accordance with this Agreement, (b) it will comply with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances in the performance of its obligations hereunder, (c) the Equipment and the Interface will conform in all material respects with the specifications set forth in this Agreement, and (d) the maintenance and repair services provided by Knightscope hereunder will be performed on a professional basis and in a workmanlike manner.

9. CUSTOMER REPRESENTATIONS: Customer hereby represents and warrants to Knightscope that (a) it will comply with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances in its utilization of the Services and the performance of its obligations hereunder, and (b) it will use and keep the Equipment in a careful and proper manner and will comply with all Knightscope instructions regarding the use, maintenance, and storage thereof. Customer shall also supply its own electricity to sufficiently power the Equipment during the Term of the Agreement.

10. WARRANTY DISCLAIMER: Except for the express limited warranty set forth in Section 8, Knightscope makes no warranties, express, implied, statutory or otherwise, and specifically disclaims, on its own behalf on and behalf of its suppliers and licensors, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Knightscope does not warrant that the Services will meet Customer's requirements or that the use thereof will be uninterrupted or error free.

11. LIMITATION OF LIABILITY: In no event shall either Party be liable hereunder to the other Party



for indirect, incidental, special or other consequential damages, including without limitation damages for loss of profits or use or loss of data incurred by the other Party or any third party, arising out of or related to this agreement, whether in an action in contract, tort, or otherwise, even if the other Party has been advised of the possibility of such damages. In no event shall either Party's aggregate liability arising out of or related to this Agreement, regardless of whether any action is based on contract, tort or otherwise, exceed the aggregate amounts paid or payable hereunder. The parties agree that the foregoing limitations represent a reasonable allocation of risk under this agreement. Notwithstanding the foregoing, the limitations of damages provided for in this Section shall not apply with respect to damages arising out of the parties' obligations under Sections 2, 12 and 15.

12. CONFIDENTIALITY: "Confidential Information" means any and all information disclosed by either Party to the other that is in written, graphic, machine-readable, or other tangible form and is marked "Confidential" or "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include oral disclosures provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the disclosing Party within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving Party. The receiving Party agrees: (i) to use the disclosing Party's Confidential Information solely in accordance with the provisions of this Agreement; and (ii) not to disclose, or permit to be disclosed, either directly or indirectly, the disclosing Party's Confidential Information to any third party without the disclosing Party's prior written consent. The receiving Party shall safeguard the disclosing Party's Confidential Information using the same measures it uses to protect its own Confidential Information, but in no event shall either Party use less than reasonable care in safeguarding the Confidential Information of the other Party. Notwithstanding the foregoing, Confidential Information shall not include information that is: (a) publicly available through no fault of the receiving Party, (b) rightfully obtained from third parties not under confidentiality restrictions, (c) already known by the receiving Party at the time of disclosure by the disclosing Party, or (d) is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information. The receiving Party may disclose the disclosing Party's Confidential Information as may be required by law, a court order, or a governmental agency with jurisdiction, provided that before making such a disclosure, the receiving Party will first notify the disclosing Party to give the disclosing Party an opportunity to limit such disclosure or seek a protective order. Upon the disclosing Party's written request, or upon expiration or termination of this Agreement, the receiving Party shall return to the disclosing Party all originals and all reproductions and copies of all Confidential Information of the disclosing Party, and delete all Confidential Information from its electronic records and shall certify to the disclosing Party that it has done so, in a writing signed by an officer of the receiving party; notwithstanding the foregoing, the receiving Party may retain a copy of those records necessary to establish rights of payment, or which must be retained to satisfy reporting or legal obligations, provided that such archival copy is kept confidential until destroyed. If either Party breaches, or threatens to breach the provisions of this Section 12, each Party agrees that the non-breaching Party will have no adequate remedy at law and is therefore entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

13. DATA: Customer shall solely own all rights, title and interest in or to the audio, video, and other incident reporting data captured by the Equipment during deployment at the Customer's premises ("Content Data"). Knightscope may use the Content Data solely to provide the Services to Customer and to debug, improve and enhance the Services or to assist the Customer in forensics analysis if requested to do so by the Customer. Except for any Content Data, Knightscope shall solely own all rights, title and interest in or to all other data collected or generated by the Equipment and Interface ("Machine Data"). All Content Data shall be available to Customer for download through the Interface for a period of two (2) weeks from the date such Content Data was recorded. Unless otherwise agreed between the Parties in writing, Knightscope shall have no further obligation to maintain any Content Data in its databases or forward it to Customer or any third party and may, in its sole discretion, irrevocably delete any Content Data from its databases following a period of two (2) weeks from the date such Content Data was recorded. Upon any termination of this Agreement, all Content Data may be irrevocably deleted by Knightscope, and Customer is solely responsible for downloading copies thereof before the termination or expiration hereof; provided, however, that Knightscope may retain and make certain Content Data available to Customer after the termination of this Agreement



upon the Parties' agreement for a retention fee with respect thereto.

14. OWNERSHIP: The Equipment is loaned to Customer and not sold. The Equipment and Interface are and shall at all times remain the exclusive property of Knightscope, even if installed in or attached to real property by Customer. Except as expressly provided herein, Knightscope shall retain all right, title, and interest in and to the Equipment and Interface, including all intellectual property rights therein.

15. INDEMNIFICATION: Each Party shall indemnify and hold the other Party and its officers, directors, employees, and agents, harmless from any loss, damages, fines, penalties and costs (including, but not limited to, attorneys fees) arising out of any third party claims, actions or suits to the extent arising out of or resulting from: (a) personal injury (including death) and property damage directly caused by the indemnifying Party or its personnel; (b) gross negligence or willful misconduct of the indemnifying Party or its personnel, (c) failure of the indemnifying Party to comply with any applicable law or regulation, and (d) in the case when Knightscope is the indemnifying Party, any claim that the Services infringe, violate or misappropriate the intellectual property rights of a third party. The foregoing obligation shall not apply to the extent that (i) any alleged infringement is based upon any modification of the Equipment or Interface not made by Knightscope; or (ii) use of the Equipment or Interface in combination with any products or services of Customer or a third party. The provisions of this Section state the sole and exclusive liability of Knightscope, and the sole and exclusive remedy of indemnified Party, with respect to any actual or alleged claim of infringement or misappropriation of any intellectual property rights.

The indemnifying Party's obligations under this Section 15 are subject to the indemnified party providing the indemnifying Party with (i) prompt written notice of such claim; (ii) exclusive control over the defense and settlement of such claim; and (iii) proper and full information and assistance to settle and/or defend any such claim.

16. FEEDBACK: Any ideas, suggestions, guidance or other feedback provided by Customer to Knightscope in relation to the Services shall be collectively referred to as "Feedback." Customer agrees that Knightscope shall own all Feedback. Customer further agrees that Knightscope may freely use and exploit all such Feedback without any restrictions, including for purposes of improving and enhancing the Services.

17. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

18. ASSIGNMENT: Neither this Agreement nor any rights hereunder may be assigned by either Party to a third party, except with the other Party's prior, written consent. Notwithstanding the foregoing, either Party may freely assign this Agreement without obtaining the other Party's consent in connection with any reorganization, reincorporation, consolidation, merger, acquisition, change of control, or sale of all or substantially all of its assets related to this Agreement, or to a parent, affiliate, or subsidiary. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

19. GOVERNING LAW: This Agreement is governed by the laws of the State of California, without giving effect to provisions related to choice of laws or conflict of laws. The application of the United Nations Convention on the Sale of Goods is not applicable and expressly disclaimed by the Parties. Venue and jurisdiction of any lawsuit involving this Agreement exists exclusively in the state and federal courts in Santa Clara County, California, unless either Party seeks injunctive relief that, in that Party's reasonable and good faith judgment, would not be effective unless obtained in some other venue. The prevailing Party in any lawsuit arising from or relating to this Agreement is entitled to recover its costs, including reasonable attorney fees.

20. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing



and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

KNIGHTSCOPE:

Knightscope, Inc.
1070 Terra Bella Ave
Mountain View, CA 94043
Attn: Blythe P. Hines

CUSTOMER:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA. 90255
Attn: Ricardo Reyes

Either party may change such addresses from time to time by providing notice as set forth above.

21. ENTIRE AGREEMENT: This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior understanding or representation of any kind with respect to such subject matter preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified in writing signed by both Knightscope and Customer.

22. WAIVER: The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of any fees hereunder by Knightscope does not waive Knightscope's right to enforce any provisions of this Agreement.

23. CONSTRUCTION: Singular terms will be construed as plural, and vice versa. Section headings used in this Agreement and the attached exhibits are for convenience only and will not be considered part of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement.

24. Force Majeure: In no event shall Knightscope be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss, malfunction of or lack of access to utilities or communications networks not directly under its control; it being understood that Knightscope shall use reasonable efforts to resume performance as soon as both Parties agree that it is safe and practical to do so.

[Remainder of page left intentionally blank; signature page follows.]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

KNIGHTSCOPE, INC.

_____ (Signature)

Name: Daniel A Landreneau

Title: Director Client Development

AGREED:

CUSTOMER

_____ (Signature)

Name: Ricardo Reyes

Title: Interim City Manager

BILLING CONTACT:

Name:

Email:

Phone:

Address:



EXHIBIT A: PRICING

PRICE LIST

Subscription & Options Packages	Description	Monthly Cost
Standard ADM Subscription	<ul style="list-style-type: none"> • K1 Autonomous Data Machine (ADM) • Custom Decals and Markings • Standard Monitoring Area Signage • 360 Degree On Demand Live Video • 720p Recorded 360 Degree Video • 24 Hours Data Storage • 100GB Cellular Data Plan • KSOC User Interface License • 24/7 Network Monitoring and Support • On-Site Maintenance and Support • Forensics Support • Unlimited Software and Firmware Upgrades • Eligible Hardware Upgrades • Nationwide Shipping • Two-Week Deployment Setup and Configuration 	K1: \$4,500/mo (Stationary) K3: \$6,500/mo (Indoor) K5: \$6,500/mo (Indoor/Outdoor)
Ultra HQ Video Package	<ul style="list-style-type: none"> • 4k Ultra HD 360-degree recorded video • 30 days data storage • Unlimited Live Video Streaming (requires WiFi) 	+\$300/mo
Parking Monitor Package	<ul style="list-style-type: none"> • Quad Automatic License Plate Recognition • Parking Enforcement Analytics • Strobe Light 	+\$400/mo
Interactions Package	<ul style="list-style-type: none"> • Custom Broadcast Messaging • Two-Way Live Intercom • Live Audio 	+\$500/mo
After-Hours Package	<ul style="list-style-type: none"> • People Detection • Automatic Signal Detection • Thermal Scanning • RFID Badge Reader 	+\$600/mo

Notes:

1. Prices assume 1-year contract paid annually at signing.
2. Monthly payment plans available at 10% premium with first and last month subscriptions due at signing.
3. Custom deployment requirements including oversized or highly complex areas will be billed at \$150/hour for setup time beyond the included 2 weeks.
4. Cellular overages will be billed as a pass-through cost.
5. Parking Monitor package not available on K3.
6. Autonomous operation, charging and patrol scheduler not available on K1.

CUSTOMER ADM CONFIGURATION & COST

# of Subscriptions	Option Packages	Total Monthly	Total Annual
K5: 1 \$6,500/mo.	<input checked="" type="checkbox"/> Ultra HD Video +\$00 <input checked="" type="checkbox"/> Parking Monitor +\$200 <input checked="" type="checkbox"/> Interactions +\$0 <input checked="" type="checkbox"/> After-Hours +\$600	\$7,300	\$87,600
Total		\$7,300	\$87,600

ATTACHMENT “B”

MEET THE SECURITY TEAM OF THE FUTURE

Our machines have traveled over 100,000 miles autonomously and are already making an impact on crime across the United States.

We've assisted:

- law enforcement in issuing an arrest warrant for a sexual predator
- a security officer in apprehending a thief in a retail environment
- a real estate owner in stopping a fraudulent insurance claim
- a healthcare organization in deterring vehicle break-ins
- a corporation in tracking down a vandal

How Can We Help You?



KNIGHTSCOPE

Schedule your virtual demo now at www.knightscope.com

KNIGHTSCOPE, INC. | 1070 Terra Bella Ave, Mountain View, CA 94043 | (650) 924-1025

K1 Stationary



Speed: Stationary
Terrain: In/Outdoors
Height: 62.4"
Width: 28.8"
Length: 11.2"
Weight: 150 lbs

K3 Indoors



Speed: Up to 3 mph
Terrain: Indoors
Height: 51"
Width: 24"
Length: 33"
Weight: 340 lbs

K5 Outdoors



Speed: Up to 3 mph
Terrain: Outdoors
Height: 62.5"
Width: 33.5"
Length: 36"
Weight: 398 lbs

K7 Multi-Terrain



Speed: TBA
Terrain: Multi-Terrain
Height: 57.5"
Width: 63.9"
Length: 116"
Weight: 770 lbs



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CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

November 6, 2018

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL FOR ADDITIONAL BUDGET APPROPRIATION
FOR PURCHASE AND INSTALLATION OF HOLIDAY DECORATIONS FOR PALM
TREES ON PACIFIC BOULEVARD AND REFURBISHMENT OF CITY OWNED
SKYLINE HOLIDAY DECORATIONS FOR PACIFIC BOULEVARD**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve authorization of Christmas Light Decorators for the purchase of holiday palm tree decoration lights;
2. Approve authorization of Hernandez Signs for the refurbishment of existing City owned skyline decorations;
3. Approve additional budget appropriation of \$4,497.00 into account number 111-6010-451.61-20 from the General Fund; and
4. Authorize Finance Director to make necessary adjustments to City Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Every year during the holiday season, the Parks and Recreation Department has the joyful task of preparing the City for the holidays with the assistance of the Public Works Department. This includes being creative with design and securing new holiday decorations on Pacific Boulevard as well as refurbishing and installing existing City-owned skyline decorations along Pacific Boulevard.

Holiday Decorations for Palm Trees along Pacific Boulevard:

Staff reached out to multiple vendors to obtain quotes for the cost of purchasing new lights for all of the 31 palm trees along Pacific Boulevard as well as the installation. The complete lighting of the trees includes the base (trunk), crest (base for leaves) and

CONSIDERATION AND APPROVAL FOR ADDITIONAL BUDGET APPROPRIATION FOR THE PURCHASE AND INSTALLATION OF HOLIDAY DECORATIONS FOR PALM TREES ON PACIFIC BOULEVARD AND REFURBISHMENT OF CITY OWNED SKYLINE DECORATIONS FOR PACIFIC BOULEVARD

November 6, 2018

Page 2 of 3

fronds (leaves). In the course of obtaining quotes, it was learned that this is an extensive, dangerous and time consuming job as each palm tree requires approximately six hours of work to completely light the tree. It was also learned that the installation requires specialized training to apply lights to these kinds of trees, as they have very sharp edges and are extremely high. One of the vendors, St. Nick's, stated they would opt out of lighting the fronds and would only provide a quote to light the base of the trees due to the liability and danger during installation. Christmas Light Decorators was the only vendor that could complete the job in time for the Huntington Park Annual Holiday Parade, possesses the specialized skills required and are able to light the entire tree at a fair cost.

Dekra-Lite	Christmas Light Decorators	St. Nick's Commercial Design & Décor
\$77,253.00	\$39,996.90	\$10,075.00

Public Works staff will also be required to update, repair and add additional power sources along Pacific Boulevard to provide the power availability required to light the new decorations on the palm trees. The Public Works Department will assign staff to guarantee that the power is accessible, however they will need \$1,000.00 for material costs as this will be an unforeseen expense that was not budgeted.

Refurbishment of City Owned Skyline Holiday Decorations along Pacific Boulevard:

Public Works staff reached out to multiple vendors to obtain quotes for the cost of refurbishing the existing City-owned Skyline Holiday Decorations to be installed along Pacific Boulevard. Due to the unique style of these decorations as well as the amount of time and work it would take to repair and refurbish them, several of the vendors declined the work and did not provide quotes. The only interested vendor with the qualifications to repair the decorations was Hernandez Signs. Hernandez Signs is also able to complete the job in time for the Huntington Park Annual Holiday Parade. The total cost for the refurbishment of the 22 Skylines is \$38,500. Upon completion, Public Works staff will install them along Pacific Boulevard.

LEGAL REQUIREMENT

Consultation was completed with the City Manager and City Attorney and it was determined that these companies are the most qualified, lowest cost and more importantly, available to meet the very short time constraint posed by the deadline. A formal Request for Proposal (RFP) process will not allow the project to be completed in time and it would not be in the City's best interest due to the time constraint it would pose with the deadline of the parade on December 8, 2018.

**CONSIDERATION AND APPROVAL FOR ADDITIONAL BUDGET APPROPRIATION
FOR THE PURCHASE AND INSTALLATION OF HOLIDAY DECORATIONS FOR
PALM TREES ON PACIFIC BOULEVARD AND REFURBISHMENT OF CITY OWNED
SKYLINE DECORATIONS FOR PACIFIC BOULEVARD**

November 6, 2018

Page 3 of 3

FISCAL IMPACT/FINANCING

Funding for the purchase and installation of holiday decorations for the Palm Trees on Pacific Boulevard and Refurbishment of City-owned skyline decorations was approved in the City's FY 2018-2019 Adopted Budget under account number 111-6010-451.61-20 in the amount of \$75,000. The total cost for these services are \$79,497.00. With Council approval, an additional budget appropriation is required at this time in the amount of \$4,497.00. At the time staff requested the amount to be budgeted it was unknown the specialized skills required as well as the extensive amount of time needed to complete this job, which directly impacted the overall costs.

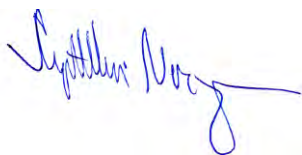
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CYNTHIA NORZAGARAY
Director of Parks and Recreation



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Christmas Lights Decorators quote, Dekra-Lite (Quote # QT082841), St. Nick's quote and Hernandez Signs quote

ATTACHMENT “A”



Proposal Provided by: Christmas Light Decorators
POBox 21141, Mesa, AZ 85277 Aaron Farrelly
(480) 967-1122 PH. | (480) 967-1120 FX.
www.christmaslightdecorators.com | aaron@cldaz.com

Contact

Date

Customer/Project Name:		City of Huntington Park - Palm Lighting	10/12/2018
Location Address:		TBD by Customer	
Main Contact Name & Title		Cynthia	
Contact Phone(s) & Email:		(323) 973-0092 Cnorzagaray@hpca.gov	
Quant	Price Each	Description	Total
		Palm Tree Lighting Quote	
		<u>TRUNKS ONLY</u>	
217	15.45	Purchase - LED warm white mini lights. Commercial Grade. 6" spacing. 50 bulbs per strand	3,352.65
31	185.00	Labor - Install customer owned mini lights on trunk of palm trees throughout downtown	5,735.00
		Trunk Total	9,087.65
		<u>ADD CREST AND FRONDS</u>	
465	15.45	Purchase - LED warm white mini lights. Commercial Grade. 6" spacing. 50 bulbs per strand	7,184.25
31	715.00	Labor - Install customer owned mini lights on trunk of palm trees throughout downtown	22,165.00
		Crest and Fronds Total	29,349.25
1	1,560.00	Lift Rental - Needed to run power from light poles and needed to light crest and fronds	1,560.00
		40' knuckle boom.	

		Notes:	

Signature

Title

Date

Christmas Light Decorators

Page 1 of 1

Initial: _____

		*Lights come with a 3 month warranty. All repairs in that time are free of charge	
		*CLD does not recommend leaving fronds lit year-round	
		*CLD recommends doing a full changeout annually to keep lights looking bright and	
		consistent	
		*Trunks can be lit in November, but crest and fronds will likely be scheduled out post	
		Thanksgiving	
NOTES:	See Additonal "Terms" Sheet For Review And Acceptance With This Proposal.		
Proposed Pricing Good For 30 Days From Date Of Proposal. / All Items Proposed Are Subject To Availability.			
Taxes Are Not Included In This Estimate. If Applicable, Taxes Will Be Calculated And Added To The Invoice.			
Proposal Assumes Adequate Power For Lighted Items. / Power Availability is The Responsibility of The Customer.			

Please authorize below and email to: approvals@cldaz.com Please cc: aaron@cldaz.com Authorized by Customer:

WDektprLite



Dekra-Lite
3102 W. Alton Ave.
Santa Ana, CA, 92704
Phone: (714) 436-0705

Sales Install No.:

Order Date:

Ship Date:

Customer ID:

Currency:

QT082841

10/19/2018

12/7/2018

HUN022

USD

BILL TO:		SHIP TO:	
City of Huntington Park 3401 E. Florence Huntington Park CA 90255 United States Attn: Celica Quinones 323-584-6218		City of Huntington Park Various Locations Huntington Park CA 90255 United States Attn: Celica Quinones 323-584-6218	
CUSTOMER P.O. NO.	TERMS	SALES REP	
	Net 30	Dulce Diaz	
SALES TAX CODE	SHIPPING TERMS	SHIP VIA	
City of Huntington Park			

NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	EXTENDED PRICE
	LMPAL6LEDLVWVGREY	LED Clip Light 12V 6" Warm White, Grey Wire	10,850		4.87	52,839.50
2	HLG185H12A	AC90-305Vac/DC12V, 185W IP65 UL Outdoor Rated Transformer	31		115.00	3,565.00
3	SALES DECOR	Miscellaneous Custom Decor	31		88.00	2,728.00
	Low Voltage Tree Lighting Materials					
4	PALMTREELABOR	Palm Tree Lighting Labor	31		389.04	12,060.24
	Installation of 220' Low Voltage Warm White LED Lighting with Low Voltage Transformer on Palm Tree Trun and Fawns					

Signature:	Date:
Please sign and email or fax to (714) 436-0612 Install Date: Nov. 23 Dec. 7, 2018 Removal Date: Jan. 2-19, 2019 *Palms on Pacific Blvd. opt. 2	Sub Total: 71,192.74 Freight & Misc.: 0.00 Tax Total: 6,061.08 Total (USO): 77,253.82

Cynthia Norzagaray

From: Celica Quinones
Sent: Wednesday, October 10, 2018 4:00 PM
Cynthia Norzagaray
Subject: RE: City of Huntington Park Request: Holiday Light Decorations on Pacific
Hi Cynthia,

Here is the quote from Saint Nick for the palm trees on Pacific.

Thank you,

From: Frankie Morales [mailto:Frankie@st-nicks.com]
Sent: Wednesday, October 10, 2018 3:54 PM
To: Celica Quinones <CQuinones@hpca.gov>
Subject: Re: City of Huntington Park Request: Holiday Light Decorations on Pacific

Hi Celica,

For the 31 trees as pictured, as long as there's a 120V power reciprocal near each palm tree and we won't need extension cords or other product, please see your quotes below:

Rental price (Oct-Jan):

\$275 per tree x 31 trees \$8,525 Purchase price (we will warranty product for one year but note that if cut or vandalized, we charge for service

\$325 per tree x 31 trees \$10,075

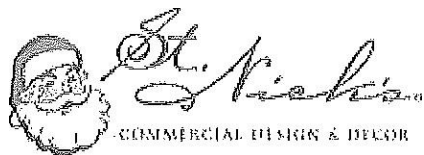
Please let me know if you'd like to confirm this order and I'll send the final paperwork. Note that we can install these the same day as the arches in October.

Thank you,

FRANKIE MORALES
CEO

(562) 438-0017 office
(310) 270-8124 cell (877)
My St Nicks toll free

www.St-Nicks.com FMorales@St-Nicks.com



On Oct 10, 2018, at 12:25 PM, Celica Quinones <CQuinones@hpca.gov> wrote:

Frankie,

Please see my responses below in RED . Also please send me a quote to purchase lights only,

Please see attached palm tree picture.

Thank you,
Celica Quinones | Recreation Manager
City of Huntington Park | Parks and Recreation Department
3401 Florence Avenue | Huntington Park, CA 90255
P (323) 584-6218 | F (323) 584-6310
Email: CQuinones@hpca.gov
Website: www.hpca.gov

From: Frankie Morales [<mailto:Frankie@st-nicks.com>]
Sent: Tuesday, October 9, 2018 5:14 PM
To: Celica Quinones <CQuinones@hpca.gov>
Subject: Re: City of Huntington Park Request: Holiday Light Decorations on Pacific

Hi Celica,

Yes, we do these kind of projects all year long - it's what keeps us in business when it's not Christmastime. We also warranty them and service them for one year. Warranty means replacement on faulty equipment but if say a truck comes by and cuts the cords or vandalism happens, we charge per service call to replace.

I have some questions for you:

1. Do you have a site map of all the palm trees? If not, can you detail on Pacific from which boulevard to which boulevard the palm trees are to be wrapped? And do you know how many in total need to be wrapped? there are a total of 31 from Florence Ave. to Slauson Ave.
2. The palm trees in the pictures you sent me have different kinds of wraps in each photo. The first one has a very tight wrapping of the lights, looks like only 4-inch spacing. We usually wrap around 1 -foot spacing because the smaller the spacing, the more lights you use and the more we charge per tree. What about a quote for 6 inches and 1 foot spacing

3. The top two photos show "warm white" lights like what I thought we were going to do on the city hall arches. But the last photo shows "cool white" lights. Which did you want to go with? Warm lights (or what do you have in stock)

4. Usually we wrap palm trees from the trunk up to the nut to halfway up the trunk to the nut. -we usually don't wrap the nut and almost never wrap the fawns. If you want the fawns wrapped, we will pass not the opportunity because it becomes too much of a liability sending my men the that high. The pictures you have here are with abby palms in a residential setting. I highly recommend only wrapping from the base of the trunk up to the nut or it's more affordable to do it from halfway to the trunk up to the nut. That's the way we do then on Hollywood Boulevard to prevent the homeless from unplugging them.

5. Is there an outlet at each palm tree? Or where is the power source? We've done this two ways - some times we just string electrical cords from tree to tree so it's not impossible to make it all happen and look good. There is power at each tree

Thank you,

FRANKIE MORALES

CEO

(562) 438-0017 office

(310) 270-8124 cell (877)

My St Nicks toll free

www.St-Nicks.com FMorales@St-Nicks.com

<image001 .jpg>

On Oct 9, 2018, at 4:34 PM, Celica Quinones <CQuinones@hpca.gov> wrote:

Hi Frankie,

I just received another request from Council to purchase and install lights along both side of Pacific Blvd on the Palm trees. We would like them up permanently. (a). do you have anything from the pictures below in stock? (b). will you be able to come out and give us a quote? Unfortunately we need a quote this week asap for next Tuesday.

Please let me know if you can assist us.

Thank you,

Celica Quinones | Recreation Manager

City of Huntington Park | Parks and Recreation Department

3401 Florence Avenue | Huntington Park, CA 90255

P (323) 584-6218 | F (323) 584-6310

Email: CQuinones@hpca.gov

Website: www.hpca.gov

ESTIMATE

HERNANDEZS INC.

Date: 10/30/18

Estimate #:

Order #:

Attn: JUAN PRECIADO
Company: CITY OF HUNTINGTON PARK
Address:

Job Address: IN HOUSE
CHRISTMAS PROJECT

Address:

mail:

	DESCRIPTION	UNIT PRICE	TOTAL
22	Design REFURBISHING METAL WREATHS	1750.00	38,500.00

CLEAN UP EXISTING DÉCOR.
TRADITIONAL GREEN GARLANDS AROUND THE
OURTER CIRCLE.. TO COVER BOTH SIDES. LED
CHRISTMAS LIGHTING BULBS. VISIBLE FOR
BOTH SIDES. INNER SIGN WITH FULL COLOR
PRINTED COROPLAST DESIGN. TWO SIDED.
PAINT EXPOSED AREAS WITH METALLIC PAINT
LIGH WEIGHT MATERIAL USED TO AVOID ANY
WEIGHT ISSUES. FULL COLOR PRINTED DESIGNS
WITH UV PROTECTION FOR LONGER DURABILITY.

LED LIGHTING COLOR WHAT IS AVAILABLE.

tax LABOR total
DEPOSIT TBD

X	Prices are as specified, any alteration or deviation from the above specifications will be subject to price change.
TBD	50%/0 DEPOSIT REQUIRED FOR ALL ORDERS; BALANCE UPON COMPLETION. Late fees applicable to all past due / delinquent accounts.
	Price above does not include City Permit Fees; or trip to City. Addtl. Charges apply.
	Cancellation Policy: Hernandez Signs, Inc. reserves the right to charge for work done and/or material ordered at time of cancellation.
X	All prices are subject to 9.5% sales tax on material and parts; except labor.
	Electrical dedicated line from main panel must be available for sign exclusive use.
	TERMS & CONDITIONS (See attached)

ACCEPTANCE OF THIS PROPOSAL: PLEASE SIGN AND RETURN ACCEPTANCE WITH DEPOSIT.
VERBAL ORDERS WILL NOT BE ACCEPTED! Credit card deposits please call our office.

DATE:

TITLE:

ESTIMATE PREPARED BY: j. HERNANDEZ e-mail: JACKIE@hernandezsigns.com



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 6, 2018

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 A VEHICLE SURPLUS AND AUTHORIZATION TO DISPOSE OF SAID VEHICLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve list of vehicles as surplus; and
2. Authorize Public Works Department to sell (dispose) via auction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works Department is presenting a list of proposed surplus vehicles to designate as surplus and to be sold or auctioned-off. The City strives to maintain a cost-effective vehicle and equipment fleet.

City staff periodically evaluates the cost-effectiveness of its vehicle fleet to determine if any should transition from active daily use to surplus status. The City-owned vehicles and equipment listed have exceeded the programmed life expectancy and are no longer cost efficient to operate or repair costs exceed its salvage value per the City's Vehicle Replacement Policy.

Attached is the list of these vehicles that are no longer dependable or cost-effective for daily use, meet the age and/or mileage requirements of the City's Vehicle Replacement Policy, and should be designated as surplus and sold through auction. Staff recommends that the vehicles delineated on the attached surplus list be disposed of by way of auction.

FISCAL IMPACT

The proceeds received from the auction will be allocated to the vehicle and equipment replacement account or returned to the funding sources from which the original purchases were secured, if required, per the City's Vehicle Replacement Policy.

**CONSIDERATION AND APPROVAL OF A VEHICLE SURPLUS AND
AUTHORIZATION TO DISPOSE OF SAID VEHICLES**

November 6, 2018

Page 2 of 2

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. List of Proposed Surplus Vehicles

ATTACHMENT “A”

List of Proposed Surplus Vehicles

UNIT	YEAR	DESCRIPTION	IDENTIFICATION	MILEAGE	RATIONALE / CONDITION
901	2007	Ford Crown Victoria	2FAHP71W87X106210	99,590	Vehicle Replaced
198	2003	Honda Civic	JHMES96653S005959	25,743	Transmission Issues



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 6, 2018

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 AWARD OF SERVICES TO INFRASTRUCTURE ENGINEERS (IE) TO PERFORM LABOR COMPLIANCE FOR THE PACIFIC BOULEVARD PEDESTRIAN AND TRANSPORTATION IMPROVEMENT PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Request for Services to perform Labor Compliance by Infrastructure Engineers for the Pacific Blvd. Pedestrian and Transportation Improvement Project for the amount of \$14,886.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 12, 2017 City Council awarded a construction contract to Alfaro Communication Construction, Inc. and a professional services contract to Infrastructure Engineers to perform Project Management, Construction Management, Construction Inspection and Administration with the terms and conditions of their already approved augmentation contract.

Infrastructure Engineers submitted a proposal for the aforementioned services but did not initially include labor compliance services.

Labor Compliance services are as follows:

- Set up and maintain labor standards enforcement files for primes and subcontractor(s).
- Review contractor's compliance with all state-required postings
- Conduct employee field interview to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon wage decision.

CONSIDERATION AND APPROVAL OF AWARD OF SERVICES TO INFRASTRUCTURE ENGINEERS (IE) TO PERFORM LABOR COMPLIANCE FOR THE PACIFIC BOULEVARD PEDESTRIAN AND TRANSPORTATION IMPROVEMENT PROJECT

November 6, 2018

Page 2 of 2

- Reconcile weekly certified payroll reports (CPR) and supporting documentation with wage decision and employee field interviews.
- Identify violations and investigate complaints of underpayment to workers.
- Identify labor deficiencies and prepare letters of findings.

FISCAL IMPACT/FINANCING

The services are budgeted under account 222-8010-431.73-10.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



Daniel Hernandez
Director of Public Works

ATTACHMENT(S)

A. Request for Services (RFS)

ATTACHMENT “A”

January 31, 2018

Daniel Hernandez
Director of Public Works
City of Huntington Park
6900 Bissell Street
Huntington Park, CA 90255

Subject: Proposal for Labor Compliance Services – Pacific Boulevard Pedestrian and Transportation Improvement Project

Dear Mr. Hernandez,

Infrastructure Engineers is pleased to submit this cost proposal for labor compliance services for the Pacific Boulevard Pedestrian and Transportation Improvement Project. We will complete the following under this proposal:

A. Scope of Work

Labor Compliance services will include:

- Set up and maintain labor standards enforcement files for primes and subcontractor(s).
- Review contractor's compliance with all state-required postings
- Conduct employee field interview to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon wage decision.
- Reconcile weekly certified payroll reports (CPR) and supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Identify violations and investigate complaints of underpayment to workers. Submit and file all required forms to the appropriate parties. In the event any labor violations are reported, and investigations confirm violations, prepare investigative reports and back up. Violations will be reported and discussed with the City prior to reporting to the Department of Industrial Relations and any other agencies required by federal or state laws and regulations.
- Identify labor deficiencies and prepare letters of findings. Notify the prime contractor in writing of any and all labor discrepancies or suspected violations and define corrective actions to be taken. Final resolutions will be documented.

B. Project Schedule

- Services will commence upon the receiving written Notice to Proceed or by signed concurrence below. The estimated construction duration will be 45 working days.

C. Project Deliverables

- Fringe Benefit Statement
- Support Documentation
- Authorized Deductions
- Training Fund Contributions
- Certificate of Understanding
- Certified Payrolls
- Restitution
- Federal Postings

Fee Proposal

This proposal is based on the cost to render services for labor compliance services for the Pacific Boulevard Pedestrian and Transportation Improvement Project is **\$14,886**.

If you have any questions, please do not hesitate to contact me.

Sincerely,
Infrastructure Engineers



Steve Forster
Vice President of Municipal Services

Agreed and Accepted

Name and Title

Date



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 6, 2018

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 RESOLUTION ADOPTING THE 2030 CITY OF HUNTINGTON PARK GENERAL PLAN AND CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT (EIR) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2018-27 adopting the proposed 2030 City of Huntington Park General Plan and certification of an Environmental Impact Report under the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

California State Law requires every city and county to prepare and adopt a comprehensive General Plan to serve as a guide for development. Planning case law has placed the General Plan atop the hierarchy of local government laws that regulate land use and development. As a result, the state requires consistency between the General Plan and all other regulations and ordinances.

General Plans must be comprehensive and long-term in order to guide the physical development of the community. In addition, State Law requires that a General Plan contain seven (7) elements, which include, Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety.

- ***Huntington Park Municipal Code***

Pursuant to HPMC Section 9-2.1401, the City is permitted to amend the General Plan whenever public necessity and general welfare require changes in or modification thereto.

CONSIDERATION AND APPROVAL OF RESOLUTION ADOPTING THE 2030 CITY OF HUNTINGTON PARK GENERAL PLAN AND CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT (EIR) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

November 6, 2018

Page 2 of 4

Furthermore, pursuant to HPMC Section 9-2.1405, the Planning Commission is required to make a written recommendation to the City Council on proposed General Plan Amendment whether to approve, approve in modified form, or disapprove based upon the findings outlined in HPMC Section 9-2.1407. On October 17, 2018, the Planning Commission considered the General Plan Amendment and the EIR. At the conclusion of the public hearing, the Planning Commission recommended approval of the General Plan Amendment and certification of the EIR to the City Council.

- ***General Plan Amendment***

The Huntington Park General Plan will be updated and reformatted to address the State required elements as well as recent changes in State legislature. The amendments will also have a focus on Transit Oriented Development (TOD). This focus stems from a requirement of the Metro grant as well as anticipation of future light rail stations envisioned for Huntington Park.

The 2030 Huntington Park General Plan will include the following elements:

- Land Use & Community Development;
- Mobility & Circulation;
- Resource Management;
- Health & Safety; and
- Housing

Each of the elements will include goals and policies that will help guide the development and land uses of the City.

FISCAL IMPACT/FINANCING

The proposed General Plan Amendment was funded completely by a grant awarded to the City by Los Angeles County Metropolitan Transportation Authority (Metro).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed General Plan Amendment encompasses the entire City of Huntington Park. The amendments will address all land uses, including, Industrial, Commercial, Public, Schools, Parks and Recreation, and Rail Transportation Corridor, located within the City of Huntington Park.

- ***Project Timeline and Community Outreach***

The City of Huntington Park initiated the General Plan Amendment in 2015 after being awarded a grant from Los Angeles County Metropolitan Transportation Authority (Metro). During the initial process, the City entered into an agreement for professional

CONSIDERATION AND APPROVAL OF RESOLUTION ADOPTING THE 2030 CITY OF HUNTINGTON PARK GENERAL PLAN AND CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT (EIR) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

November 6, 2018

Page 3 of 4

services with Tierra West Advisors for the General Plan Amendment. The agreement was approved by the City Council on February 17, 2015. Since contracting with Tierra West Advisors, a series of public outreach events have been conducted in order to create a community based General Plan that reflects the community's vision, priorities, and goals. The following is a list of public outreach events regarding the City's General Plan Amendment:

- Meetings/Interviews with community stakeholders including residents, business owners, local schools, parents and community organizations – Fall 2015
- Outreach at City's annual Halloween Festival – 10/30/15
- Outreach at City Youth Commission Meeting – 11/2/15
- Community Workshop – 4/20/16
- Youth Plan Huntington Park, a 5-week project involving local youth to become educated advocates of the general plan update process – Summer 2016
- PlanHP survey, which received 700 responses from members of the Huntington Park community about their joint goals and concerns for the future – Summer 2016

In addition to public outreach, Tierra West Advisors provided City Council with updates on the status of the proposed amendments on the following dates:

- City Council Meeting – 9/21/15
- City Council Meeting – 10/18/16
- City Council Meeting – 4/18/17

A Notice of Preparation (NOP) was made available for a period of thirty (30) days from August 10, 2017 to September 11, 2017. The Draft Environmental Impact Report was circulated for a period of forty-five (45) days beginning of October 12, 2017 to November 27, 2017, as required per State Law.

CONCLUSION

Upon City Council approval, the 2030 City of Huntington Park General Plan and EIR will be adopted and certified. Staff will file all required Notices of Determination with the State and Local Agencies.

Respectfully submitted,

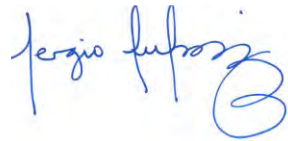


RICARDO REYES
City Manager

CONSIDERATION AND APPROVAL OF RESOLUTION ADOPTING THE 2030 CITY OF HUNTINGTON PARK GENERAL PLAN AND CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT (EIR) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

November 6, 2018

Page 4 of 4



SERGIO INFANZON

Director of Community Development

ATTACHMENT(S)

- A. City Council Resolution No. 2018-27, Adopting the City of Huntington Park 2030 General Plan and the Certification of an Environmental Impact Report under the California Environmental Quality Act (CEQA)
- B. PC Resolution No. 2018-10
- C. Draft Environmental Impact Report (EIR) (AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE)
- D. Draft 2030 City of Huntington Park General Plan (AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE)

ATTACHMENT “A”

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**A RESOLUTION OF THE CITY OF HUNTINGTON
PARK CITY COUNCIL ADOPTING THE CITY OF
HUNTINGTON PARK 2030 GENERAL PLAN AND
THE CERTIFICATION OF AN ENVIRONMENTAL
IMPACT REPORT UNDER THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA)**

WHEREAS, the City Council of the City of Huntington Park, after notice duly given as required by law, held a public hearing on Monday, November 6, 2018 at 6:00 p.m. in the City Hall, 6550 Miles Avenue, Huntington Park, California, to consider the adoption of the City of Huntington Park 2030 General Plan and the adoption of an Environmental Impact Report under the California Environmental Quality Act (CEQA); and

WHEREAS, the State of California Government Code requires the City to adopt and maintain a General Plan that contains certain elements, describes its long-term goals, and develop policies and programs to achieve those goals; and

WHEREAS, pursuant to Huntington Park Municipal Code Section 9-2.1401, the City is permitted to amend the General Plan whenever public necessity and general welfare require changes in or modification thereto; and

WHEREAS, certain elements of the City of Huntington Park's General Plan was last updated in 1996 by Resolution No. 96-15 and again in 2009 by Resolution 2009-13 and the City now desires to update its General Plan through the adoption of this General Plan Amendment; and

WHEREAS, the City of Huntington Park initiated an update to the City's General Plan on February 17, 2015; and

WHEREAS, the City sought to proactively engage the public in the update to the General Plan, by hosting community outreach workshops, meetings, interviews, internet surveys and informational presentations to the City Council; and

WHEREAS, in the fall of 2015, advertised community meetings and interviews with community stakeholders were held regarding the General Plan Amendment; and

WHEREAS, on April 20, 2016, an advertised community workshop was held to

1 discuss the General Plan Amendment; and

2 **WHEREAS**, in the summer of 2016, additional community outreach efforts were
3 performed; and

4 **WHEREAS**, informational presentations to the City Council were performed on
5 September 21, 2015, October 18, 2016, and April 18, 2017; and

6 **WHEREAS**, a Notice of Preparation ("NOP") was made available for a period of
7 thirty (30) days from August 10, 2017 to September 11, 2017; and

8 **WHEREAS**, a draft Environmental Impact Report ("EIR") in connection with the
9 proposed General Plan Amendment was prepared for and by the City of Huntington Park
10 pursuant to the California Environmental Quality Act ("CEQA") and the State CEQA
11 Guidelines; and

12 **WHEREAS**, the draft EIR was circulated for a period of forty-five (45) days
13 beginning on October 12, 2017 to November 27, 2017, as required by State Law; and

14 **WHEREAS**, pursuant to Huntington Park Municipal Code Section 9-2.1405, the
15 Planning Commission is required to make a written recommendation to the City Council
16 on the proposed amendment whether to approve, approve in modified form, or
17 disapprove based upon the finding outlined in Huntington Park Municipal Code Section 9-
18 2.1407; and

19 **WHEREAS**, on October 17, 2018, the Planning Commission held a public
20 hearing and considered all testimony for the proposed project and recommended
21 adoption of the 2030 City of Huntington Park General Plan to the City Council; and

22 **WHEREAS**, on October 17, 2018, the Planning Commission considered the
23 Environmental Impact Report and determined that the Environmental Impact Report
24 adequately describes and analyzes the Draft General Plan; and

25 **WHEREAS**, all persons appearing for or against the recommendation to adopt
26 the General Plan Amendment and Environmental Impact Report were given the
27 opportunity to be heard in connection with said matter; and

28 **WHEREAS**, any and all written comments received prior to and at the hearing

1 were reviewed by the Planning Commission.

2
3 **NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF**
4 **HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:**

5 **SECTION 1:** The proposed General Plan Amendment and the Environmental
6 Impact Report were presented to the City Council, and the City Council has carefully
7 considered all pertinent testimony and the staff report offered in the case as presented at
8 the public hearing, reviewed and considered the information therein prior to any action on
9 the adoption of this Resolution.

10 **SECTION 2:** The City Council finds, determines, and declares that the
11 proposed General Plan Amendment has been processed in accordance with State law
12 and local regulations.

13 **SECTION 3:** The City Council hereby makes the following findings in
14 connection with the proposed General Plan Amendment:

- 15 1. The proposed amendment is internally consistent with the General Plan

16 **Finding:** The proposed amendment is internally consistent with the
17 comprehensive General Plan in that the goals and policies identified for each
18 element are specific and facilitate the development envisioned by the General
19 Plan. Furthermore, the amendment identifies project areas that are in concert
20 with the goals and policies of the General Plan Amendment, resulting in a clear
21 path to achieve development consistent with the comprehensive General Plan;

- 22 2. The proposed amendment will not be detrimental to the public interest, health,
23 safety, convenience or welfare of the City

24 **Finding:** The proposed amendment will not be detrimental to the public interest,
25 health, safety, convenience or welfare of the City in that technical studies (i.e.
26 Traffic Impact Analysis) were prepared for the proposed amendment that
27 evaluated the project and possible impacts to the community. The technical
28 studies were also utilized in the preparation of the Environmental Impact Report

(EIR), which analyzed all possible impacts the General Plan Amendment could have on the community. The EIR provided for mitigation measures to help safeguard the community. Both the technical studies and the EIR determined that the proposed amendment will not negatively impact the community or the residents;

3. The proposed amendment will contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live

Finding: The amendment proposes to providing goals and policies that would preserve existing industrial and commercial businesses; expedite reviews of new businesses, promote mixed-use developments, and promote the City as a place for business through marketing, advertising, and partnerships with other organizations. As a result, the amendment will contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live;

4. The subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development

Finding: The proposed amendment will update and reorganize the City's General Plan so that it is compliant with State Law. Furthermore, future developments will be reviewed for consistency with the General Plan and the Zoning Code to ensure it is physically suitable for the proposed land use; and

5. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Guidelines.

Finding: Upon completion of the Environmental Assessment Initial Study, the City of Huntington Park has determined that the proposed project scope of analysis required an Environmental Impact Report. A Notice of Preparation (NOP) and Initial Study were circulated for public review. A Draft EIR was

prepared and circulated in accordance with the California Environmental Quality Act (CEQA) as amended.

SECTION 4: The City Council conducted a public hearing, considered all public testimony, and adopted Resolution No. 2018-27, approving the City of Huntington Park's 2030 General Plan and certified an Environmental Impact Report under the California Environmental Quality Act (CEQA) associated with the project.

SECTION 5: The Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of November, 2018.

Jhonny Pineda, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT “B”

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A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF THE CITY OF HUNTINGTON PARK 2030 GENERAL PLAN AND THE ADOPTION OF AN ENVIRONMENTAL IMPACT REPORT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

WHEREAS, the Planning Commission of the City of Huntington Park, after notice duly given as required by law, held a public hearing on Wednesday, September 19, 2018 and continued to a Special Meeting of Wednesday, September 26, 2018 and continued to the October 17, 2018 Planning Commission meeting at 6:30 p.m. in the City Hall, 6550 Miles Avenue, Huntington Park, California, to consider recommending to the City Council the adoption of the City of Huntington Park 2030 General Plan and the adoption of an Environmental Impact Report under the California Environmental Quality Act (CEQA); and

WHEREAS, the State of California Government Code requires the City to adopt and maintain a General Plan that contains certain elements, describes its long-term goals, and develop policies and programs to achieve those goals; and

WHEREAS, pursuant to Huntington Park Municipal Code Section 9-2.1401, the City is permitted to amend the General Plan whenever public necessity and general welfare require changes in or modification thereto; and

WHEREAS, certain elements of the City of Huntington Park's General Plan was last updated in 1996 by Resolution No. 96-15 and again in 2009 by Resolution 2009-13 and the City now desires to update its General Plan through the adoption of this General Plan Amendment; and

WHEREAS, the City of Huntington Park initiated an update to the City's General Plan on February 17, 2015; and

WHEREAS, the City sought to proactively engage the public in the update to the General Plan, by hosting community outreach workshops, meetings, interviews, internet surveys and informational presentations to the City Council; and

WHEREAS, in the fall of 2015, advertised community meetings and interviews with

community stakeholders were held regarding the General Plan Amendment; and

WHEREAS, on April 20, 2016, an advertised community workshop was held to discuss the General Plan Amendment; and

WHEREAS, in the summer of 2016, additional community outreach efforts were performed; and

WHEREAS, informational presentations to the City Council were performed on September 21, 2015, October 18, 2016, and April 18, 2017; and

WHEREAS, a Notice of Preparation (“NOP”) was made available for a period of thirty (30) days from August 10, 2017 to September 11, 2017; and

WHEREAS, a draft Environmental Impact Report (“EIR”) in connection with the proposed General Plan Amendment was prepared for and by the City of Huntington Park pursuant to the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines; and

WHEREAS, the draft EIR was circulated for a period of forty-five (45) days beginning on October 12, 2017 to November 27, 2017, as required by State Law; and

WHEREAS, pursuant to Huntington Park Municipal Code Section 9-2.1405, the Planning Commission is required to make a written recommendation to the City Council on the proposed amendment whether to approve, approve in modified form, or disapprove based upon the finding outlined in Huntington Park Municipal Code Section 9-2.1407; and

WHEREAS, the Planning Commission has considered the Environmental Impact Report and determined that the Environmental Impact Report adequately describes and analyzes the Draft General Plan; and

WHEREAS, all persons appearing for or against the recommendation to adopt the General Plan Amendment and Environmental Impact Report were given the opportunity to be heard in connection with said matter; and

WHEREAS, any and all written comments received prior to and at the hearing were reviewed by the Planning Commission.

1 **NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF**
2 **HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:**

3 **SECTION 1:** The proposed General Plan Amendment and the Environmental Impact
4 Report were presented to the Planning Commission, and the Planning Commission has
5 carefully considered all pertinent testimony and the staff report offered in the case as
6 presented at the public hearing, reviewed and considered the information therein prior to
7 any action on the adoption of this Resolution.

8 **SECTION 2:** The Planning Commission finds, determines, and declares that the
9 proposed General Plan Amendment has been processed in accordance with State law
10 and local regulations.

11 **SECTION 3:** The Planning Commission hereby makes the following findings in
12 connection with the proposed General Plan Amendment:

- 13 1. The proposed amendment is internally consistent with the General Plan

14 **Finding:** The proposed amendment is internally consistent with the
15 comprehensive General Plan in that the goals and polices identified for each
16 element are specific and facilitate the development envisioned by the General
17 Plan. Furthermore, the amendment identifies project areas that are in concert
18 with the goals and policies of the General Plan Amendment, resulting in a clear
19 path to achieve development consistent with the comprehensive General Plan;

- 20 2. The proposed amendment will not be detrimental to the public interest, health,
21 safety, convenience or welfare of the City

22 **Finding:** The proposed amendment will not be detrimental to the public
23 interest, health, safety, convenience or welfare of the City in that technical
24 studies (i.e. Traffic Impact Analysis) were prepared for the proposed
25 amendment that evaluated the project and possible impacts to the community.
26 The technical studies were also utilized in the preparation of the Environmental
27 Impact Report (EIR), which analyzed all possible impacts the General Plan
28 Amendment could have on the community. The EIR provided for mitigation

measures to help safeguard the community. Both the technical studies and the EIR determined that the proposed amendment will not negatively impact the community or the residents;

3. The proposed amendment will contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live

Finding: The amendment proposes to providing goals and policies that would preserve existing industrial and commercial businesses; expedite reviews of new businesses, promote mixed-use developments, and promote the City as a place for business through marketing, advertising, and partnerships with other organizations. As a result, the amendment will contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live;

4. The subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development

Finding: The proposed amendment will update and reorganize the City's General Plan so that it is compliant with State Law. Furthermore, future developments will be reviewed for consistency with the General Plan and the Zoning Code to ensure it is physically suitable for the proposed land use; and

5. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Guidelines.

Finding: Upon completion of the Environmental Assessment Initial Study, the City of Huntington Park has determined that the proposed project scope of analysis required an Environmental Impact Report. A Notice of Preparation (NOP) and Initial Study were circulated for public review. A Draft EIR was prepared and circulated in accordance with the California Environmental Quality Act (CEQA) as amended.

SECTION 4: The Planning Commission recommends that the City Council conduct a

1 public hearing, consider all public testimony, and adopt the resolution recommending to the
2 City Council the adoption of the City of Huntington Park 2030 General Plan and the adoption
3 of an Environmental Impact Report under the California Environmental Quality Act (CEQA)
4 associated with the project.

5 **SECTION 5:** The Secretary of the Planning Commission shall certify to the adoption
6 of this Resolution and a copy thereof shall be filed with the City Clerk.

7 **PASSED, APPROVED, AND ADOPTED this 17th day of October, 2018 by the**
8 **following vote:**

9 AYES: Chair Montes, Vice-Chair Gomez, Commissioner Carvajal

10 NOES: None

11 ABSENT: Commissioner Pacheco

12 HUNTINGTON PARK PLANNING COMMISSION

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Angelica Montes, Chairperson

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18 ATTEST:

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22 Carlos Luis, Secretary
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ATTACHMENT “C”

Draft Environmental Impact Report (EIR)
AVAILABLE FOR REVIEW IN
THE CITY CLERK’S OFFICE

ATTACHMENT “D”

Draft 2030 City of Huntington Park General Plan
AVAILABLE FOR REVIEW
IN THE CITY CLERK’S OFFICE