

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, December 15, 2020

6:00 p.m.

City Hall Council Chambers

6550 Miles Avenue, Huntington Park, CA 90255

Manuel “Manny” Avila

Mayor

Graciela Ortiz

Vice Mayor

Karina Macias

Council Member



Marilyn Sanabria

Council Member

Eduardo “Eddie” Martinez

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

Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20.

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hpca.gov.

PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hpca.gov or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record.

The City of Huntington Park thanks you in advance for your cooperation.

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 Manuel "Manny" Avila
Vice Mayor Graciela Ortiz
Council Member Karina Macias
Council Member Marilyn Sanabria
Council Member Eduardo "Eddie" Martinez

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S) –

PUBLIC COMMENT

Pursuant to the Governor's Executive Orders, any emailed public comment will be read into the record at this time.

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 –

No Closed Session Items

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 December 1, 2020

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated December 15, 2020

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL OF RESOLUTION TO LIST SURPLUS VEHICLES TO SELL AT AUCTION

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2020-57 declaring surplus property and authorize the disposal of said property through US Auctions; and
2. Authorize staff to sell via auction.

4. CONSIDERATION AND APPROVAL OF ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve acceptance of work performed by Onyx Paving Company, Inc. for the construction of CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project;
2. Authorize staff to execute the Notice of Completion and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and

3. Release the 5% retention in the amount of \$15,220.99 to Onyx Paving Company, Inc. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

COMMUNITY DEVELOPMENT

5. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PARKING MANAGEMENT SERVICES

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide parking management services.

6. CONSIDERATION OF A RESOLUTION ADOPTING THE DOWNTOWN HUNTINGTON PARKING SPECIFIC PLAN (DTSP) TEMPORARY IN-LIEU PARKING FEE REDUCTION

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2020-58 approving a temporary reduction of the in-lieu parking fee for a period of two (2) years for restaurant uses within the Downtown Huntington Park Specific Plan Area (DTSP)

7. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT NUMBER ONE TO THE FY 2020-21 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Substantial Amendment Number One to the Annual Action Plan for FY 2020-21, inclusive of any comments received by the City Clerk during the 5-day public comment period.
2. Authorize City staff to electronically transmit the amended components of the FY 2020-21 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD) via Integrated Disbursement and Information System (IDIS).

HUMAN RESOURCES

8. CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE DIRECTOR OF COMMUNITY DEVELOPMENT

1. Approve the First Amendment to the Employment Agreement for the Director of Community Development; and

2. Authorize Mayor to execute the Amendment.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Eduardo “Eddie” Martinez

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Graciela Ortiz

Mayor Manuel “Manny” Avila

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, January 5, 2021 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 11th day December 2020.



Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, December 1, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, December 1, 2020, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Raul Alvarez, Assistant City Manager; Alvarez-Glasman, City Attorney; Araceli Almazan, Legal; Sergio Infanzon, Director of Community Development/Acting City Clerk; Cesar Roldan, Director of Public Works; Cosme Lozano, Chief of Police; ABSENT: Cynthia Norzagaray, Director of Parks & Recreation; Nita McKay, Director of Finance & Administrative Services

INVOCATION

Invocation was led by Council Member Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Martinez.

PRESENTATIONS

1. Staff presented the Census 2020 Report

PUBLIC COMMENT

1. No Public Comments

STAFF RESPONSE

1. City Manager requested item #3 to be pulled from the Regular Agenda for further evaluation.

CLOSED SESSION

At 6:22 p.m. Mayor "Manny" Avila, recessed to closed session

City Attorney Araceli Almazan, asked the City to recess into closed session to discuss the matter listed under the close session portion of the agenda.

1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2) – One matter

At 6:50 p.m. Mayor Avila reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan announced that all five members of the City Council were present and briefed on closed session item 1. 1) no final action was taken, nothing further is required to report.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve the consent calendar from the September 15, 2020, Regular Meeting, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held December 1, 2020

FINANCE

2. **Approved Accounts Payable and Payroll Warrant(s) dated December 1, 2020**

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. **CONSIDERATION AND APPROVAL OF AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR FIRE PLAN CHECKING AND RELATED SERVICES**

Item was pulled by City Manager for further Evaluation

4. CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND CUDAHY STREET

City Manager Ricardo Reyes announced the item and introduced Director Cesar Roldan to present the item.

Council Member Martinez recused himself from participating during the discussion of this item,

Motion: Vice Mayor Ortiz moved to approve the construction contract with Stephen Doreck Equipment Rentals for the construction of CIP 2019-07 Water Main Replacement Project - Hill Street and Cudahy Street as the lowest responsive, responsible bidder for a not-to-exceed amount of \$2,938,491, and appropriate \$840,130 from the Gas Tax Fund (SB1 funds) from account no. 221-8010-431.76-14 Hill/Cudahy Mainlines Capital Improvement Project and \$2,098,361 from the Water Fund from account no. 681-8030-461.76-14 Hill/Cudahy Mainlines Capital Improvement Project, and appropriate a five percent (5%) construction contingency of \$146,925 payable from the Water Fund from account no. 681-8030-461.76-14 Hill/Cudahy Mainlines Capital Improvement Project, and authorize the City Manager to execute the construction contract agreement seconded by Council Member Sanabria. Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

5. CONSIDERATION AND APPROVAL TO SUBMIT A LETTER OF SUPPORT FOR THE CITY OF SOUTH GATE AS PART OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 10 FUNDING APPLICATION

Director Cesar Roldan presented the item.

Council Member Martinez recused himself from participating during the discussion of this item,

Motion: Mayor Avila, moved to authorize the City Manager to sign a letter of support for the City of South Gate as part of the State of California Department of Transportation (Caltrans) Highway Safety Improvement Plan (HSIP) Cycle 10 funding application for enhancements at the signalized intersection of Santa Ana Street and California Avenue., seconded by Council Member Sanabria, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

6. CONSIDERATION AND APPROVAL TO RECLASSIFY PROJECT ACCOUNT NUMBER FROM LOCAL MEASURE R FUNDS TO METRO MEASURE R FUNDS FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENTS PROJECT, LACMTA PROJECT ID# MEASURE R MR306.53 AND FTIP LAOG1669

Director Cesar Roldan presented the item.

Motion: Vice Mayor Ortiz moved to authorize the acceptance of funding provided through LACMTA Measure R funds totaling \$700,000 in account number 222-0000-340.65-15 LACMTA Measure R Revenue, and appropriate \$700,000 in account number 222-8010-431.76-13 LACMTA Slauson Avenue Capital Improvement Project for the design of CIP 2019- 02 Slauson Avenue Congestion Relief Improvements Project, LACMTA Project ID# Measure R MR306.53, and FTIP LAOG1669, and authorize staff to make the necessary budget adjustments seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

7. CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2020-21

Director Cesar Roldan presented the item.

Motion: Council Member Sanabria moved to approve the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for FY 2020-21 seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

8. RECONSIDERATION OF BID PROCESS PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22160 ET SEQ. AND APPROVAL OF A DESIGN BUILD CONTRACT PROCESS FOR THE CONSTRUCTION AND COMPLETION OF THE AQUATIC CENTER AND RELATED AMMENATIES AT SALT LAKE PARK

City Attorney Arnold Glasman presented the item.

Motion: Vice Mayor Ortiz, moved to approve the reconsideration of the design-build Bid award process pursuant to California Public Contract Code Section 22160, et seq. Such approval is without admission of fault or any lack of compliance by the City

in its award of a design-build approach approved on August 6, 2019, and authorize the City Manager, City Attorney and City Engineer to prepare and release a Request for Qualifications (RFQ) in order to prequalify or short-list all proposers to be evaluated for final selection, and upon identifying the short-list or prequalified vendors, the City Manager is authorized to prepare and release a Request for Proposal (RFP) to those short-listed or prequalified parties, and from those responding to the RFP, the City Manager, the City Engineer, and other appropriate staff or consultants are authorized to review and evaluate responses utilizing a "best value" approach and analysis and in compliance with other requirements and conditions set forth in the RFP and/or the California Public Contract Code Section 22160, et seq., and upon completion of the RFQ/RFP process, the City Manager is to present to the City Council a recommended design-build entity, seconded by Mayor Avila, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only) - None

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez thanked the staff for making sure the council meeting was conducted safely. Reminded all residents covid is surging and we have to do what we can to stay safe, please wear your mask do not have gatherings. He also asked for prayers for dispatch supervisor Nick Pacheco for his full recovery.

Council Member Sanabria echoed what her colleagues said.

Council Member Macias echoed her colleagues and thanked staff for their hard work and commitment to continue providing essential services to the community. She reminded everyone to be safe, and stated that cases are increasing in the LA County area, just in Huntington Park we have over 60 people who have died of covid. It is a big number for a small community, if you are in need please reach out to us, our business cards have our cell phone numbers. Last, she announced the virtual tree lighting ceremony on December 7, 2020 at 5:30 p.m.

Vice Mayor Ortiz stated that she was hoping to see the community on line for the virtual tree lighting ceremony. She indicated that a special guest wearing a red suit was going to be part of the event. She also reminded residents going through difficult times to reach out to the councilmembers for assistance. Police department always comes across cases so she asked them to please let them know.

Mayor Avila recommended our community to continue doing the basic steps against covid by washing their hands, covering their mouth, and keeping social distance.

ADJOURNMENT

Mayor Avila adjourned the meeting at 7:14 p.m. in honor of the Local Police Department to a regular meeting on Tuesday, December 15, 2020 at 6:00 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Sergio Infanzon", is positioned above a horizontal line.

Sergio Infanzon
Acting City Clerk

ITEM NO. 2

**City of Huntington Park
List of Funds**

Fund	Description
111	General Fund
121	Special Revenue Welfare Inmate
122	Prevention Intervention
152	Greenway Linear Park Project
210	Measure M
216	Employees Retirement Fund
217	OPEB
219	Sales Tax - Transit Proposition A
220	Sales Tax - Transit Proposition C
221	State Gasoline Tax Fund
222	Measure R
224	Office of Traffic & Safety
225	Cal Cops Fund
226	Air Quality Improvement Trust
227	Office of Criminal Justice
228	Bureau of Justice Fund
229	Police Forfeiture Fund
231	Parking System Fund
232	Art in Public Places Fund
233	Bullet Proof Vest Grant
239	Federal Community Development Block Grant
242	HUD Home Program
275	Successor Agency
283	Sewer Maintenance Fund
285	Solid Waste Management Fund
287	Solid Waste Recycle Grant
334	Ped/Bike Path Fund
475	Public Financing Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-15-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ALVAREZ-GLASMAN & COLVIN	2020-07-19481	111-0220-411.32-70	GENERAL LEGAL SRVCS 7/2020	24,433.78
	2020-07-19482	111-0220-411.32-70	LEGAL SRVCS 7/2020	164.50
	2020-07-19483	111-0220-411.32-70	LEGAL SRVCS 7/2020	100.00
	2020-09-19571	111-0220-411.32-70	GEN LEGAL SRVCS 9/2020	29,568.30
	2020-09-19573	111-0220-411.32-70	LEGAL SRVCS 9/2020	1,126.25
				\$55,392.83
AMERICAN EXPRESS	44299ANK61W	111-0110-411.61-20	ADMIN SUPPLIES RETURNED	-153.99
	NT J8RY3BYA	111-0210-413.56-41	ADMIN MONTHLY SUBSCRIPTION	24.95
	4C947HO5AD3	111-0210-413.61-20	ADMIN OFFICE EXPENSE	10.99
	TEZ00R5Z529	111-6010-451.56-41	P&R ACTIVE NETWORK TEST	1.00
	TEZPQ6KX655	111-6010-451.56-41	P&R ACTIVE NETWORK TEST	1.00
	03010064126	111-6020-451.61-35	HALLOWEEN EVENT SUPPLIES	686.28
	60030334068	111-6020-451.61-35	HALLOWEEN EVENT SUPPLIES	126.23
	73010064126	111-6020-451.61-35	HALLOWEEN EVENT SUPPLIES	10.00
	999999013020007	111-6020-451.61-35	HALLOWEEN EVENT SUPPLIES	45.84
	LBECVNXJH5T	111-6020-451.61-35	HALLOWEEN EVENT SUPPLIES	98.98
	VVD3KBDIC7B	111-6020-451.61-35	HALLOWEEN EVENT SUPPLIES	49.28
	817168451	111-7010-421.61-20	PD ADOBE ACROBAT PRO	14.99
	94400001	111-7010-421.61-20	PD OFFICE EXPENSE	88.20
	4K28LI5EMT7	111-7030-421.61-20	PD METAL DETECTOR	152.70
	8240517-119	111-9010-490.61-60	COVID-19 BUSINESS NOTICES	99.94
				\$1,256.39
AMTECH ELEVATOR SERVICES	151400184843	111-8022-419.56-41	C.H. ELEVATOR SERVICES	849.30
				\$849.30
ARAMARK UNIFORM & CAREER APPAREL	586000021116	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	170.73
	586000024312	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	114.46
	586000027443	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	109.49
	586000030509	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	109.49
	586000033694	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	109.49
				\$613.66
AT&T	000015641277	111-7010-421.53-10	PD DISPATCH PHONE SRVC	389.60
	10/28-11/27/20	111-9010-419.53-10	FREEDOM PARK INTERNET SRVC	49.60
	10/28-11/27/20	111-9010-419.53-10	R. PEREZ PARK INTERNET SRVC	49.60
	11/1-11/30/20	111-9010-419.53-10	S. LAKE PARK INTERNET SRVC	57.93
	11/21-12/20/20	111-9010-419.53-10	COMMU CENTER INTERNET SRVC	69.55
	11/23-12/22/20	111-9010-419.53-10	PW YARD INTERNET SRVC	60.30
				\$676.58
AT&T MOBILITY	993625860X1142	111-7010-421.53-10	PD WIRELESS PHONES	6,008.09
				\$6,008.09
AT&T PAYMENT CENTER	11/7/20-12/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.12
	11/7/20-12/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.12
	11/7/20-12/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.12
	11/7/20-12/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	100.79

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-15-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T PAYMENT CENTER	11/7/20-12/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	194.55
	11/7/20-12/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	80.57
	11/7/20-12/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.12
				\$508.39
BLACK AND WHITE EMERGENCY VEHICLES	3735	741-8060-431.43-20	PW REPAIRS TO UNIT # 985	160.00
				\$160.00
BLUE FISH	NOV003	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	450.00
	NOV004	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	450.00
BOB BARKER COMPANY INC.	WEB000695829	121-7040-421.56-14	PD JAIL SUPPLIES	420.39
	WEB000695931	121-7040-421.56-14	PD JAIL SUPPLIES	99.91
BRADLEYS PLASTIC BAG CO	340648	121-7040-421.56-14	PD JAIL SUPPLIES	153.14
				\$153.14
BRINK'S INCORPORATED	3549656	111-9010-419.33-10	MONEY PROCESSING 9/2020	113.61
	3608810	111-9010-419.33-10	MONEY PROCESSING 10/2020	142.01
BRIZUELA'S IRON WORK	0823	535-8090-452.43-20	SALT LAKE PARK FENCE REPAIRED	1,950.00
				\$1,950.00
CACEO	300012959	111-5055-419.61-20	CODE ENFORCE MEMBERSHIP DUES	95.00
	300013230	111-5055-419.61-20	CODE ENFORCE MEMBERSHIP DUES	95.00
	30013250	111-5055-419.61-20	CODE ENFORCE MEMBERSHIP DUES	95.00
CALPROMAX ENGINEERING, INC.	6	202-8080-431.73-10	ATP CYCLE 2 PRJCT 9/9-11/6	568,985.50
				\$568,985.50
CENTRAL BASIN MWD	HP-OCT20	681-8030-461.41-00	POTABLE WATER 10/2020	199,091.88
	HP-SEP20	681-8030-461.41-00	POTABLE WATER 9/2020	139,704.18
CENTRAL FORD	363736	219-8085-431.43-21	ITEMS FOR TROLLEY # 005	156.25
	363610	741-8060-431.43-20	SENSOR FOR UNIT # 978	113.58
	C66246	741-8060-431.43-20	TRANSMISSION DIAGNOSTIC	125.00
CHARTER COMMUNICATIONS	0511379111320	111-7010-421.53-10	PD INTERNET SRVC 11/13-12/12/20	309.96
	0511353111920	111-9010-419.53-10	CITY HALL INTERNET SRVC 11/19-12/18	194.97
				\$504.93
CLINICAL LAB OF SAN BERNARDINO, INC	977663	681-8030-461.56-41	WATER TESTING 10/2020	244.75
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW20101302062	221-8014-429.56-41	WORK ON T. SIGNALS 9/2020	1,000.92
				\$1,000.92
CR&R INCORPORATED	0071077	111-8027-431.56-59	WASTE & RECYCLING 12/2020	16,680.00
				\$16,680.00
CSULB FOUNDATION	01/14/2021	111-7010-421.59-30	PD REGISTRATION CK-TITLE 15	99.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-15-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DAILY JOURNAL CORPORATION	B3384287	239-0260-463.54-00	UPDATE NOTICE PUBLIC HEARING	\$99.00
	B3384288	239-0260-463.54-00	NOTICE PUBLIC HEARING	750.00
	B3402511	239-0260-463.54-00	NOTICE OF PUBLIC HEARING	750.00
				1,300.00
				\$2,800.00
DAPEER, ROSENBLIT & LITVAK	17960	111-0220-411.32-70	PD LEGAL SERVICES	263.40
				\$263.40
DATA TICKET INC.	118484	111-3010-415.56-41	BL CITE PROCESS 10/2020	37.50
	118416	111-7065-441.61-20	ANIMAL CNTRL CITES 10/2020	160.50
	118520	111-7065-441.61-20	PUBLIC SAFETY-FIR CITES	62.50
	119097	111-9010-415.56-15	PRKNG CITE PROCESS 10/2020	10,247.15
	119097	111-9010-419.53-10	EQUIPMENT LEASE 10/2020	585.66
				\$11,093.31
DAY WIRELESS SYSTEMS	INV651106	111-7022-421.56-41	VEHICULAR ADAPTER INSTALL	1,042.39
	INV651492	111-7030-421.61-20	DB VEHICULAR ADAPTER	1,345.05
	INV653867	111-7030-421.61-20	PD VEHICULAR ADAPTER	1,042.39
	INV653868	111-7030-421.61-20	APX VEHICULAR ADAPTER	1,345.05
				\$4,774.88
DE LAGE LANDEN	70292194	111-9010-419.44-10	CITY HALL COPIER LEASE 12/2020	2,092.10
				\$2,092.10
DEPARTMENT OF ANIMAL CARE & CONTROL	OCTOBER 2020	111-7065-441.56-41	ANIMAL HOUSING COST 10/2020	6,645.30
				\$6,645.30
DF POLYGRAPH	2020/6	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	175.00
				\$175.00
DUNN EDWARDS CORPORATION	2009308556	111-8024-421.43-10	PD WALLS CLEANING PRODUCT	142.85
				\$142.85
EL GRANERO GRILL, INC.	0005	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	2,380.00
	0006	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	1,890.00
				\$4,270.00
ELECNOR BELCO ELECTRIC, INC	14-0467-003	202-8080-431.73-10	HAWK SIGNAL GAGE/BISSELL	47,585.50
				\$47,585.50
EMERGENCY RESPONSE CRIME SCENE	T2020-737	111-7030-421.56-41	PD HAZ MAT CLEANING	850.00
				\$850.00
ERIC BARRAZA	76128 / 76927	111-0000-347.25-00	P&R SPORTS REFUND	350.00
				\$350.00
EXPRESS TRANSPORTATION SERVICES LLC	DAR12012020	219-8085-431.56-45	DIAL-A-RIDE SRVCS 12/2020	65,436.00
				\$65,436.00
FERGUSON ENTERPRISES INC	9412218	111-8024-421.43-10	1 SLOAN VALVE	112.16
	9446814	111-8024-421.43-10	1 SLOAN VALVE	112.16
				\$224.32

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FM THOMAS AIR CONDITIONING INC	41831	111-7024-421.56-41	PD AC REPAIRS	795.00
				\$795.00
GALLS, LLC	016914737	111-7022-421.61-24	PD UNIFORM EQUIPMENT	153.22
				\$153.22
GARY MEDINA	76066 / 76928	111-0000-347.25-00	P&R SPORTS REFUND	412.00
				\$412.00
GEORGE MIDDLETON	76090 / 76931	111-0000-347.25-00	P&R SPORTS REFUND	350.00
				\$350.00
GLOBAL EQUIPMENT COMPANY INC.	116855612	111-8022-419.43-10	RESTRICTED AREA SIGN	54.51
				\$54.51
GLOBALSTAR USA	000000008157165	111-7010-421.53-10	PD PHONE SERVICE	88.99
				\$88.99
GOODIES UNIFORMS	2020-32015	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	924.78
				\$924.78
GRAINGER	9735000201	111-8022-419.43-10	BATTERIES PANIC BUTTONS	124.58
	9706012631	741-8060-431.43-20	EVAPORATIVE COOLING MEDIA	389.15
				\$513.73
HASA, INC.	721712	681-8030-461.41-00	HYPO SODIUM CHLORIDE	196.36
	721713	681-8030-461.41-00	HYPO SODIUM CHLORIDE	136.60
	721714	681-8030-461.41-00	HYPO SODIUM CHLORIDE	221.97
	722474	681-8030-461.41-00	HYPO SODIUM CHLORIDE	162.21
	722475	681-8030-461.41-00	HYPO SODIUM CHLORIDE	145.14
	722476	681-8030-461.41-00	HYPO SODIUM CHLORIDE	196.36
	723454	681-8030-461.41-00	HYPO SODIUM CHLORIDE	119.52
	723455	681-8030-461.41-00	HYPO SODIUM CHLORIDE	136.60
	723456	681-8030-461.41-00	HYPO SODIUM CHLORIDE	170.75
	724269	681-8030-461.41-00	HYPO SODIUM CHLORIDE	145.14
	724270	681-8030-461.41-00	HYPO SODIUM CHLORIDE	162.21
	724271	681-8030-461.41-00	HYPO SODIUM CHLORIDE	256.12
				\$2,048.98
INFRAMARK LLC	57788	283-8040-432.56-41	SEWER UTILITY MAINT 12/2020	13,187.45
	57788	681-8030-461.56-41	WATER UTILITY MAINT 12/2020	101,658.20
				\$114,845.65
INFRASTRUCTURE ENGINEERS	25540	111-5010-419.56-49	BUILDING & SAFTY SRVC 10/2020	38,575.00
				\$38,575.00
J316 BUILDER	1-NOVEMBER 2020	111-7024-421.56-41	JANITORIAL SRVCS 11/2020	3,700.84
	2-NOVEMBER 2020	111-7024-421.56-41	JANITORIAL SUPPLIES 11/2020	698.45
	1-NOVEMBER 2020	111-8020-431.56-41	JANITORIAL SRVCS 11/2020	1,440.58
	2-NOVEMBER 2020	111-8020-431.56-41	JANITORIAL SUPPLIES 11/2020	419.07
	1-NOVEMBER 2020	111-8022-419.56-41	JANITORIAL SRVCS 11/2020	4,305.23

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J316 BUILDER	2-NOVEMBER 2020	111-8022-419.56-41	JANITORIAL SUPPLIES 11/2020	931.27
	1-NOVEMBER 2020	111-8023-451.56-41	JANITORIAL SRVCS 11/2020	11,472.56
	2-NOVEMBER 2020	111-8023-451.56-41	JANITORIAL SUPPLIES 11/2020	2,607.54
				\$25,575.54
JAVIER MEDRANO	HP050024641	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				\$55.00
JDS TANK TESTING & REPAIR INC	15234	741-8060-431.43-20	FUEL TANK TESTING 11/2020	135.00
JERRY'S AUTO BODY, INC.	32037	741-8060-431.43-20	REPAIR LEFT DOOR UNIT # 184	\$135.00
				249.08
				\$249.08
JOEL GORDILLO	NOVEMBER 2020	111-1010-411.56-41	VIDEOGRAPHER 11/2020	1,650.00
				\$1,650.00
JOHNNY TORRES	76036 / 76929	111-0000-347.25-00	P&R SPORTS REFUND	412.00
				\$412.00
JONES LUMBER COMPANY, INC	225357	111-8024-421.43-10	PD BUILDING CEILING TILES	1,117.82
				\$1,117.82
JRD UNICO INC.	303009 / 254126	239-0272-463.57-91	FOOD DISTRIBUTION ITEMS	15,390.84
				\$15,390.84
JTB SUPPLY COMPANY INC	108099	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	433.52
	108129	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	1,155.96
	108173	221-8014-429.61-20	PHOTOCELLS-TRAFFC SIGNALS	121.28
				\$1,710.76
JULIA FINEDA	HP030031993	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				\$55.00
KNIGHTSCOPE, INC.	793	229-0210-421.44-10	K-5 SRVC SUBSCRIPTION	6,000.00
				\$6,000.00
KONICA MINOLTA BUSINESS SOLUTIONS	269903709	111-0110-411.43-05	COUNCIL COPIER LSE 11/2020	105.22
	269903709	111-0210-413.43-05	ADMIN COPIER LSE 11/2020	105.22
	2699013167	111-7010-421.44-10	PD DETEC COPIER 11/2020	298.91
	269902977	111-7010-421.44-10	PD RECORDS COPIER 11/2020	379.63
	269903525	111-7010-421.44-10	PD COPIER LEASE 11/2020	210.44
	269903627	111-7010-421.44-10	PD COPIER LEASE 11/2020	66.64
	269903702	111-7010-421.44-10	PD PATROL COPIER 11/2020	210.44
	269903707	111-7010-421.44-10	PD RECORDS COPIER 11/2020	298.91
	269903712	111-7010-421.44-10	PD COPIER LEASE 11/2020	139.36
				\$1,814.77
LA COUNTY SHERIFF'S DEPT	210651BL	121-7040-421.56-41	PD INMATE MEAL SRVC 10/2020	656.50
				\$656.50
LACMTA	105980	219-8085-431.58-50	METRO TAP CARDS 10/2020	60.00
				\$60.00

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LAN WAN ENTERPRISE, INC	71096	111-7010-419.43-15	IT SERVICES 12/2020	22,772.00
	70527	111-7022-421.61-24	BATTERY FOR GETAC F110	135.65
	71096	111-9010-419.43-15	IT SERVICES 12/2020	22,772.00
				\$45,679.65
LEAGUE OF CALIFORNIA CITIES	3856	111-0210-413.64-00	L.A. COUNTY DIVISION DUES	1,218.00
				\$1,218.00
LEXIPOL LLC	INV8544	111-7022-421.56-41	ANNUAL JAIL POLICY MANUAL	3,796.20
				\$3,796.20
LOS ANGELES COUNTY POLICE CHIEF ASN	2021 INVOICE	111-7010-421.59-15	LACPCA 2021 ANNUAL DUES	500.00
				\$500.00
LUIS REYNOSO	76265 / 76926	111-0000-347.25-00	P&R SPORTS REFUND	350.00
				\$350.00
MANAGED HEALTH NETWORK	PRM-058146	111-0000-217.50-60	HEALTH PREMIUM -EAP 12/2020	1,332.80
				\$1,332.80
MARICELA JIMENEZ	76697 / 76933	111-0000-228.20-00	P&R RESERVATION REFUND	250.00
	75556 / 76933	111-0000-347.70-00	P&R RESERVATION REFUND	543.00
				\$793.00
MARINA LANDSCAPE, INC	7	152-6010-451.73-10	HP GREENWAY PRJCT 11/2020	1,512,695.92
				\$1,512,695.92
MARTIN TINAJERO	76105 / 76930	111-0000-347.25-00	P&R SPORTS REFUND	350.00
				\$350.00
MCMMASTER-CARR SUPPLY CO.	48981026	111-8020-431.43-10	CONF CHAIR ADHESIVE-BACK	36.91
	48824194	111-8022-419.43-10	C.H. COMBINATION LOCK	515.81
				\$552.72
MERRIMAC ENERGY GROUP	2205122	741-8060-431.62-30	FUEL PURCHASE	7,917.00
				\$7,917.00
METROPOLITAN TRANSPORTATION	4926-AR11864	111-8080-431.61-20	STREET SAVER ANNUAL SUBSCRIP	1,500.00
				\$1,500.00
MIGUEL LEAL	003325	111-8010-431.15-25	BOOT REIMBURSEMENT FY 20/21	160.00
	003325	741-8060-431.15-25	BOOT REIMBURSEMENT FY 20/21	40.00
				\$200.00
MONTANOS TEST ONLY	32351	219-8085-431.43-21	SMOG CHECK SHUTTLE # 004	35.00
	32360	219-8085-431.43-21	SMOG CHECK SHUTTLE # 001	35.00
	32369	219-8085-431.43-21	SMOG CHECK SHUTTLE # 003	35.00
	32224	741-8060-431.43-20	SMOG CHECK FOR UNIT # 370	35.00
	32225	741-8060-431.43-20	SMOG CHECK FOR UNIT # 270	35.00
	32436	741-8060-431.43-20	SMOG CHECK FOR UNIT # 349	35.00
	32437	741-8060-431.43-20	SMOG CHECK FOR UNIT # 357	35.00
	32444	741-8060-431.43-20	SMOG CHECK FOR UNIT # 199	35.00
	32446	741-8060-431.43-20	SMOG CHECK FOR UNIT # 348	35.00
	32448	741-8060-431.43-20	SMOG CHECK FOR UNIT # 340	35.00
				\$350.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MOTOROLA SOLUTIONS, INC	29432	111-7010-421.74-10	PYMNT MOTOROLA APX RADIOS	117,166.81
	29432	225-7022-421.74-10	PYMNT MOTOROLA APX RADIOS	117,166.80
				\$234,333.61
NAPA AUTO PARTS	057313	741-8060-431.43-20	OIL & AIR FILTERS	82.51
				\$82.51
NATIONWIDE ENVIRONMENTAL SERVICES	31196	220-8070-431.56-41	BUS SHELTER CLEAN 11/2020	18,072.60
	31195	221-8010-431.56-41	STREET SWEEPING SRVC 11/2020	50,632.65
				\$68,705.25
NCM AUTOMOTIVE	HP3023	741-8060-431.43-20	RPAIR ROOF PANEL UNIT # 274	1,050.56
				\$1,050.56
NCM CARWASH	10034	741-8060-431.43-20	CITY VEHICLES WASH 10/2020	370.44
	10037	741-8060-431.43-20	CITY VEHICLES WASH 11/2020	150.49
				\$520.93
NEW CHEF FASHION INC.	1000014	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	155.30
				\$155.30
NORTH STAR LAND SCAPE LLC	1601-128	535-8090-452.56-60	LANDSCAPING SRVCS 11/2020	23,057.75
				\$23,057.75
O'REILLY AUTO PARTS	2959-312133	219-8085-431.43-21	FUEL FILTERS TROLLEY #005	21.12
	2959-317577	219-8085-431.43-21	ANTENNA FOR UNIT # 005	26.45
	2959-314900	741-8060-431.43-20	WORN ENGINE ADDITIVES	230.19
	2959-316803	741-8060-431.43-20	PORTABLE ENG BATTERY UNIT # 522	89.49
	2959-316872	741-8060-431.43-20	PD UNIT BATTERIES	516.40
	2959-319232	741-8060-431.43-20	WHEEL NUT UNIT # 968	126.13
	2959-319633	741-8060-431.43-20	OIL STOP LEAK SHOP SUPPLY	50.69
	2959-319644	741-8060-431.43-20	PD CROWN VICS	281.17
	2959-319662	741-8060-431.43-20	SHOP SUPPLIES ALL UNITS	216.33
	2959-319666	741-8060-431.43-20	SHOP SUPPLIES ALL UNITS	282.66
				\$1,840.63
OK PRINTING DESIGN & DIGITAL PRINT	1895	111-7030-421.61-20	PD BUSINESS CARDS	51.54
				\$51.54
OSUNA SINALOA AUTO GLASS CORP	1000878	741-8060-431.43-20	WINDSHIELD PD FORD UNIT	430.00
				\$430.00
PATRICIA CORELLA	HP040009931	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				\$55.00
PEDRO CRUZ GARCIA	OCT-NOV 2020	239-0280-490.51-05	HOUSING-6210 1/2 MARBRISA	1,500.00
				\$1,500.00
PITNEY BOWES INC.	3104379318	111-9010-419.44-10	CLERK MAILING 9/30-12/29/20	531.09
	3104396267	111-9010-419.44-10	RELAY INSERTING 10/1-12/31/20	342.36
				\$873.45
PURCHASE POWER	11/15/2020	111-9010-419.53-20	CITY WIDE POSTAGE 10/2020	1,996.10
				\$1,996.10

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QDOXS	IN32688	111-8020-431.43-05	PD COPIER BASE 11/18-12/17/20	21.90
	IN32688	285-8050-432.43-05	PD COPIER BASE 11/18-12/17/20	21.90
	IN32688	681-8030-461.43-05	PD COPIER BASE 11/18-12/17/20	21.90
				\$65.70
REFRIGERATION SUPPLIES DISTRIBUTOR	1543326-00	111-8024-421.43-10	PD AC CHILLER FLOW SWITCH	199.75
	1543355-00	111-8024-421.43-10	PD AC CHILLER CNTRL FUSES	22.80
				\$222.55
RIVERSIDE COUNTY SHERIFF'S DEPT	1/25/21-1/29/21	111-7010-421.59-20	PD REGISTR CK-FIELD TRAIN	322.00
				\$322.00
ROBERT PIXTON PLUMBING	10/10/2020	535-8090-452.43-20	INSPECT 34 BCKFLOW DEVICES	1,852.50
				\$1,852.50
SAFETY KLEEN	84728662	741-8060-431.43-20	SRVC AQUEOUS BRAKE CLEANER	498.23
				\$498.23
SIERRA INSTALLATIONS INC	20156	111-6010-451.74-10	HOLIDAY DECORATIONS 2020	835.00
	20156	232-6010-419.56-41	HOLIDAY DECORATIONS 2020	22,616.00
				\$23,451.00
SOUTH COAST AIR QUALITY MGMT DISTR.	3174972	681-8030-461.42-05	AQMD RENEWAL FEES	1,507.95
	3717306	681-8030-461.42-05	FLAT FEE LAST FY EMMISSNS	136.40
				\$1,644.35
SOUTHERN CALIFORNIA EDISON	10/20-11/2/20	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	1,353.19
	10/7/20-11/5/20	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	1,070.16
	10/2/20-11/2/20	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	3,092.89
	10/27-11/25/20	535-8016-431.62-10	SRVC AT 3220 OLIVE STREET	40.87
	10/6/20-11/4/20	535-8016-431.62-10	VARIOUS SRVC LOCATIONS	15,779.24
	10/19-11/18/20	681-8030-461.62-20	SRVC AT 6900 BISSELL	1,248.86
	10/2/20-11/2/20	681-8030-461.62-20	VARIOUS SRVC LOCATIONS	26,700.79
	10/6/20-11/4/20	681-8030-461.62-20	VARIOUS SRVC LOCATIONS	354.72
				\$49,640.72
SOUTHERN CALIFORNIA NEWS GROUP	0011409410	111-1010-411.54-00	CLERK'S PUBLICATION	246.58
	0011409412	111-1010-411.54-00	CLERK'S PUBLICATION	197.34
	0011412116	111-1010-411.54-00	CLERK'S PUBLICATION	197.34
	0011412117	111-1010-411.54-00	CLERK'S PUBLICATION	172.72
	0011416741	111-1010-411.54-00	CLERK'S PUBLICATION	170.53
	0011419748	111-1010-411.54-00	CLERK'S PUBLICATION	173.75
				\$1,158.26
SPARKLETT'S	15142085 110520	111-0110-411.66-05	COUNCIL DRINKING WATER	60.69
	15142085 110520	111-0210-413.61-20	ADMIN DRINKING WATER	60.69
	15142085 110520	111-1010-411.61-20	CLERK DRINKING WATER	16.71
	15142085 110520	111-2030-413.61-20	HR DRINKING WATER	7.99
	15142085 110520	111-3010-415.61-20	FINANCE DRINKING WATER	19.65
	15142085 110520	111-5010-419.61-20	COMU DEV DRINKING WATER	49.58
	15142085 110520	111-5055-419.61-20	CODE ENFORCE DRINKING WATER	16.53

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SPARKLETT'S	15142085 110520	111-6010-451.61-20	P&R DRINKING WATER	96.09
	19438227 111820	111-7010-421.56-41	PD WATER DELIVERY SRVC	574.69
	15142085 110520	111-8020-431.61-20	PW ADMIN DRINKING WATER	164.53
	15142085 110520	111-8080-431.61-20	PW ENGINE DRINKING WATER	16.53
				\$1,083.68
STAPLES ADVANTAGE	80604203778	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	17.59
	80604203778	111-2030-413.61-20	HR OFFICE SUPPLIES	7.83
	80604203778	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	99.16
	8060497300	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	35.92
	80604203778	111-6010-451.61-20	P&R OFFICE SUPPLIES	204.50
	80604203778	111-7010-421.61-20	PD ADMIN OFFICE SUPPLIES	204.36
	8060497300	111-7010-421.61-20	PD ADMIN OFFICE SUPPLIES	119.93
	8060497300	111-7022-421.61-27	PD JAIL OFFICE SUPPLIES	35.03
	80604203778	111-7030-421.61-20	PD INVEST OFFICE SUPPLIES	33.05
	8060497300	111-7030-421.61-20	PD INVEST OFFICE SUPPLIES	48.91
	8060497300	111-7040-421.61-32	PD COMM OFFICE SUPPLIES	321.03
	80604203778	111-8020-431.61-20	PW OFFICE SUPPLIES	420.58
	8060497300	111-8020-431.61-20	PW OFFICE SUPPLIES	3.62
	80604203778	111-9010-490.61-60	COVID-19 SUPPLIES	646.01
	8060497300	111-9010-490.61-60	COVID-19 SUPPLIES	951.52
	8058918831	239-0280-490.61-20	PAYMENT FOR OFFICE CHAIR	18.07
				\$3,167.11
STAR2STAR COMMUNICATIONS LLC	SUBC00005194	111-9010-419.53-10	VOIP SRVCS 11/3-12/20	11,094.68
				\$11,094.68
STEAMX, LLC	57726	741-8060-431.43-20	MUFFLER & EXHAUST GASKET	260.20
	57831	741-8060-431.43-20	NEW PUMP & OIL WASHER 208	944.29
				\$1,204.49
T2 SYSTEMS CANADA INC.	IRIS0000079356	111-8010-415.56-41	PAY STATION SFTWARE 12/2020	2,250.00
				\$2,250.00
THE HITT COMPANIES, INC	OE-89412	111-7030-421.61-20	PD DB NAME PLATE	39.35
				\$39.35
THE ONCE APPAREL, INC.	24113-11620	681-0000-228.70-00	FINAL BILL REFUND	1,170.97
				\$1,170.97
THIRTY5 DEGREES, LLC	0000013	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	860.00
	0000014	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	900.00
	0000015	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	980.00
	0000016	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	540.00
				\$3,280.00
TIREHUB, LLC	15995938	741-8060-431.43-20	TIRES FOR PD UNIT # 968	478.90
	16072645	741-8060-431.43-20	TIRES FOR PD 2020 UNITS	667.00
				\$1,135.90

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-15-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TOWN HALL STREAMS	12185	111-1010-411.56-41	COUNCIL STREAMING 12/2020	300.00
ULINE	126396175	111-8024-421.43-10	PD 2 PORTABLE A/C UNITS	\$300.00
				1,283.85
				\$1,283.85
UNDERGROUND SERVICE ALERT OF SO CAL	1120200129	221-8014-429.56-41	CHP01 NEW TICKET CHARGES	344.95
	DSB20196421	221-8014-429.56-41	STATE FEE REGULATORY FEE	106.43
				\$451.38
UNITED INDUSTRIES	210073	111-8010-431.61-21	PW PURCHASE OF GLOVES	267.86
				\$267.86
URBAN RESTORATION GROUP US,INC.	000027078	111-8095-431.61-50	GRAFFITI SUPPLIES	971.65
				\$971.65
VALLEY ALARM	974874	111-8020-431.56-41	ALARM SERVICES 12/2020	665.34
	974874	111-8022-419.56-41	ALARM SERVICES 12/2020	665.33
	974874	111-8023-451.56-41	ALARM SERVICES 12/2020	715.28
				\$2,045.95
VERIZON WIRELESS	9867181543	111-0110-411.53-10	COUNCIL CELL 10/17-11/16/20	266.90
	9867181543	111-0210-413.53-10	ADMIN CELL 10/17-11/16/20	112.76
	9867181543	111-3010-415.53-10	FINANCE CELL 10/17-11/16/20	61.38
	9867181544	111-5055-419.53-10	CODE ENFORCE CELL 10/17-11/16/20	208.36
	9867181543	111-6010-419.53-10	P&R CARD MONITOR 10/17-11/16/20	207.69
				\$857.09
VULCAN MATERIALS COMPANY	72756246	221-8010-431.61-21	ASPHALT MIX	398.85
	72756247	221-8010-431.61-21	ASPHALT MIX	260.33
	72762204	221-8010-431.61-21	ASPHALT MIX	431.16
				\$1,090.34
WEST GOVERNMENT SERVICES	843024937	111-7030-421.56-41	PD LIBRARY PLAN CHARGES	66.90
	843198048	111-7030-421.56-41	PD LIBRARY PLAN CHARGES	66.90
				\$133.80
WESTCHESTER MEDICAL GROUP	CH139-9124	111-2030-413.56-41	PD STRESS TEST SRVC 10/21/20	200.00
				\$200.00
WHITTIER FERTILIZER CO.	364126	535-8090-452.61-20	MULCH- AROUND CITY HALL	824.67
				\$824.67
				\$3,380,178.12

ITEM NO. 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 15, 2020

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF RESOLUTION TO LIST SURPLUS VEHICLES TO SELL AT AUCTION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2020-57 declaring surplus property and authorize the disposal of said property through US Auctions; and
2. Authorize staff to sell via auction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

City staff periodically reviews inventory to determine if materials or equipment are appropriate to be declared as surplus. In making its recommendation, staff evaluates the age of equipment, the life cycle, cost of repairs and usage. Upon the application of these criteria, it was found the vehicles in Exhibit A are considered surplus. The formal request is for the disposition of said property per the City's Vehicle Replacement Policy. Staff's recommendation is that the vehicles delineated on the attached surplus list be disposed of by way of auction utilizing the services of US Auctions, 130 East 9th Street, Upland, CA 91786.

US Auctions is a public auction company and is a Certified Small Business (SB) with the State of California Department of General Services, Minority Business Enterprise (MBE) as certified by the California Public Utilities Commission, Small Business Enterprise (SBE) certified by Metro, Disadvantaged Business Enterprise (DBE) certified by Metro/US Department of Transportation Regulation 49 CFR Part 26 as amended.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicles or equipment will be sold via auction utilizing the services of US Auctions, which provides the most cost-effective solution. All items are offered "AS IS, WHERE IS" and announced at the time of sale. Each vehicle/equipment provides a Notice to Buyer, whereby the vehicles/associated equipment are sold "AS IS, WHERE IS" and with all faults. Seller or US Auctions makes no warranties, express or implied as to the equipment and the buyer agrees to indemnify and hold harmless US Auctions from any

CONSIDERATION AND APPROVAL OF RESOLUTION TO LIST SURPLUS VEHICLES TO SELL AT AUCTION

December 15, 2020

Page 2 of 2

and all damages, injuries, and/or causes of action which may involve any equipment, vehicle, and/or associated equipment occurring subsequent to the date of when the sale may transpire or when such equipment, vehicle, and/or associated equipment are transferred.

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 per the City's Vehicle Replacement Policy.

CONCLUSION

Upon City Council approval, staff will process the proper documentation to auction the surplus vehicles and report the result of the auction at a future City Council meeting.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENTS

- A. Resolution 2020-57 & Exhibit A
- B. Vehicle Photos & Pink Slips

ATTACHMENT A

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WHEREAS, staff has submitted a list of obsolete vehicles and equipment as shown in Exhibit A to the City Council and requests that the City Council declare the property as surplus; and

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ATTACHMENT B

Attachment B

Unit 189



THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE (\$10). RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

STATE OF CALIFORNIA	
CERTIFICATE OF TITLE	
189	1830210102H
AUTOMOBILE	PERM EXEMPT
REGISTRATION NUMBER JHMS96653S005959	REGISTRATION 4D
VEHICLE MAKE 2002 EM	VEHICLE MODEL 4
VEHICLE YEAR 2002	VEHICLE TYPE EM
VEHICLE MAKE 2003 HOND	VEHICLE MODEL NONE
VEHICLE YEAR 12/31/2099	VEHICLE TYPE NONE
VEHICLE MAKE 10/20/02	VEHICLE MODEL 31 MI
VEHICLE YEAR 08/20/2002	VEHICLE TYPE ACTUAL MILEAGE
CY HUNTINGTON PARK 6550 MILES AVE RM 148 HUNTINGTON PK CA 90255	
I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.	
To: _____	
By: _____	
The odometer now reads: _____	
I certify under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.	
IMPORTANT READ CAREFULLY	
Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.	
2. X	
Signature of person in vehicle (copy must be completed)	
Release Date	
CA 66250556	
001825	
REV 11/98 (REV 8/00)	
KEEP IN A SAFE PLACE - VOID IF ALTERED	

Unit 203



COMMERCIAL PERM EXEMPT		REGISTRATION EXPIRES DEC 31 99		TYPE 33	LICENSE NUMBER 462283	
		#203 OWNERSHIP CERTIFICATE				
		DO NOT CARRY IN VEHICLE				
VEH. ID	9870180	YEAR MODEL SHOWN IS BASED ON MANUFACTURER AND DEALER REPRESENTATION		MAKE	MO.	
				CASE	PG	
		BODY TYPE MODEL	CYLS	DATE FIRST SOLD	CLASS	YR.
		TRACTOR		00/00/84	HV	
		DATE ISSUED	AX	WC	UNLADEN WEIGHT	TOTAL FEES
		07/27/84	2	L	31440	NFEE
		CTY HUNTINGTON PARK				1900 5
		6550 MILES AVE				
		HUNTINGTON PK CA 90255				
		1. SIGNATURE (S) RELEASES INTEREST IN VEHICLE (DATE)				
		UPON SALE, SELLER MUST SUBMIT NOTICE OF TRANSFER (REG 138)				
		LEGAL OWNER				
		2. SIGNATURE(S) RELEASES INTEREST IN VEHICLE				
		DATE				40009217

Unit 207



STREET DEPT.

#207

HYDRO TEK PRESSURE WASHER/STEAM CLEANER

VIN # : 1H9CSC200R1120399
Year : 1994
Model # : SC35006H
Serial # : 9403399
Press/Flow : 3500PSI @ 5.6 GPM
HP/Volts : 20 H.P.
Engine : GX620/v-Twin
Model : Honda 20.0 HP
Purchase : 03-28-94
Amount : \$10,289.97 tax included

Equipment:

- Sand Hopper & Sand Blasting Wand \$400.00

Unit 507



Purchasing

507

1958 Allis-Chalmers Fork Lift

Model: FB20-24

Serial: 12640087

Engine: 1027382

Purchased: 5-23-58

Unit 515



Unit 776



STATE OF CALIFORNIA									
CERTIFICATE OF TITLE									
17502122716		MOTORCYCLE		PERM EXEMPT		POLICE		VEHICLE HISTORY	
VEHICLE ID NUMBER WB10499A73ZE88979		YEAR 2003		MAKE BMW		PLATE NUMBER 09L32		REGISTRATION EXPIRATION DATE 12/31/2009	
BODY TYPE MODEL RS		UNLADEN WEIGHT 6		FUEL TRANSFER DATE NONE		FEDS FWD NONE		ISSUE DATE 01/06/03	
MOTORCYCLE ENGINE NUMBER 122EC24027506		YEAR 2002		CLASS EJ		NO JM		COUNTERMETER 10/15/2002	
REGISTERED OWNER CY HUNTINGTON PARK 6550 MILES AVE RM 146 HUNTINGTON PK CA 90255		ACTUAL MILEAGE 36 MI							
<p>I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.</p> <p>1a. _____ X _____ DATE SIGNATURE OF REGISTERED OWNER</p> <p>1b. _____ X _____ DATE SIGNATURE OF REGISTERED OWNER</p> <p>Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>The odometer now reads _____ (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.</p> <p>WARNING <input type="checkbox"/> Odometer reading is not the actual mileage <input type="checkbox"/> Mileage exceeds the odometer mechanical limit</p> <p>I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p>2. _____ X _____ Signature releases interest in vehicle. (Company names must be countersigned) Release Date</p>									
<p>IMPORTANT READ CAREFULLY</p> <p>Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.</p> <p>LENDERS</p>									
<p>CA67895024</p> <p>001409 REG. 17.00 (RPV 10/01)</p> <p>KEEP IN A SAFE PLACE VOID IF ALTERED</p>									

Unit 884



STATE OF CALIFORNIA		CERTIFICATE OF TITLE		VEHICLE HISTORY	
176030710LS		COMMERCIAL		PERM EXEMPT	
VEHICLE ID NUMBER 16CCS19X638223243		UNLADEN WEIGHT 303521 LBS		YEAR 2003	
BODY TYPE MODEL 3C		FUEL TYPE G		MAKE CHEV	
MOTORCYCLE ENGINE NUMBER		MO JU		PLATE NUMBER 1154411	
REGISTERED OWNER(S) CITY HUNTINGTON PARK 6550 MILES AVE RM 148 HUNTINGTON PK CA 90255		EXPIRATION DATE 12/31/2009		ISSUE DATE 07/20/03	
		ODOMETER DATE 05/30/2003		ODOMETER READING 25 MI	
		ACTUAL MILEAGE			
<p>I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.</p> <p>1a. DATE <u>X</u> SIGNATURE OF REGISTERED OWNER</p> <p>1b. DATE <u>X</u> SIGNATURE OF PREVIOUS OWNER</p> <p>Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>The odometer now reads <u>25</u> (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked:</p> <p>WARNING <input type="checkbox"/> Odometer reading is not the actual mileage <input type="checkbox"/> Mileage exceeds the odometer mechanical limits</p> <p>I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p>DATE <u>X</u> SIGNATURE OF LIENHOLDER</p> <p>DATE <u>X</u> SIGNATURE OF BUYER</p>					
<p>IMPORTANT READ CAREFULLY</p> <p>Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.</p> <p>LIENHOLDER(S)</p> <p>2. <u>X</u> Signature releases interest in vehicle (Company names must be countersigned)</p> <p>Release Date</p>					
001600		CA72113507		REG. 17.00 (REV. 10/02)	
KEEP IN A SAFE PLACE - VOID IF ALTERED					

Unit 901



REG 136A (REV. 10/2001)

STATE OF CALIFORNIA CERTIFICATE OF TITLE

VEHICLE HISTORY

18006102694

AUTOMOBILE **PERM EXEMPT**

VEHICLE IDENTIFICATION NUMBER: **2FAMP71W87X106210**

YEAR: **2007** MAKE: **FORD** PLATE NUMBER: **1243571**

BODY TYPE: **4D** UPDATES: **W87** PAID: **6** TRANSFER DATE: **NONE** REGISTRATION EXPIRATION DATE: **12/31/2011**

YEAR: **2006** CLASS: **FE** YEAR: **NY** EQUIPMENT/TRUST NUMBER: **11/05/06** ISSUE DATE: **11/05/06**

MOTORCYCLE ENGINE NUMBER:

REGISTRATION CHARGES: **CITY HUNTINGTON PARK 6550 MILES AVE ROOM 148 HUNTINGTON PK CA 90255**

ODOMETER DATE: **08/18/2006** ODOMETER READING: **11 MI**

ACTUAL MILEAGE

I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE: **X** SIGNATURE OF RELEASED OWNER: _____

1b. DATE: **X** SIGNATURE OF REGISTRATION OWNER: _____

Federal and State law requires that you state the release upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads **11** (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING: ☐ Odometer reading is not the actual mileage ☐ Mileage exceeds the odometer mechanical limits

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TAX: ☒ REGISTRATION: ☒ SALES: ☒ LICENSE: ☒

NOTED: MADE BY REGISTRATION OWNER: _____ NOTED: MADE BY REGISTRATION OWNER: _____

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDERS:

2 **X** Signature releases interest in vehicle (Company names must be countersigned)

Release Date: **CA 99293525**

001540

REG. 17.204 (REV. 1992)

KEEP IN A SAFE PLACE VOID IF ALTERED

Unit 907



State of California
CERTIFICATE OF TITLE

184071017N1
AUTOMOBILE
VEHICLE ID NUMBER
2FAHP73V28X101576
BODY TYPE MODEL
4D
MOTORCYCLE ENGINE NUMBER

PERM EXEMPT
UNLADEN WEIGHT
40
FUEL
6
TRANSFER DUES
6
VEHICLE YEAR
2007
COLOR
FB
AC
NX
EQUIPMENT
2007 FB

VEHICLE HISTORY
YR MODEL MAKE PLATE NUMBER
2008 FORD 1234243
REGISTRATION EXPIRATION DATE
12/31/2011
SALE DATE
10/27/07
ODOMETER DATE
08/27/2007
ODOMETER READING
10 MI
ACTUAL MILEAGE

REGISTRAR (SIGNED)
**CITY HUNTINGTON PARK
6550 MILES AVE RM 148
HUNTINGTON PK CA 90255**

I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE

To: **DATE** **X** SIGNATURE OF SECURITY INTEREST HOLDER

From: **DATE** **X** SIGNATURE OF SECURITY INTEREST HOLDER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads **10** (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING ☐ Odometer Reading is not the actual mileage ☐ Mileage exceeds the odometer mechanical limits

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE **X** SIGNATURE OF SECURITY INTEREST HOLDER

DATE **X** SIGNATURE OF SECURITY INTEREST HOLDER

IMPORTANT READ CAREFULLY
Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
LIENHOLDER(S)

CA106888139
001554 REG. 17.2010 (REV. 10/02)

KEEP IN A SAFE PLACE - VOID IF ALTERED

Unit 908



STATE OF CALIFORNIA		CERTIFICATE OF TITLE		VEHICLE HISTORY	
184071017N1		AUTOMOBILE		PERM EXEMPT	
VEHICLE ID NUMBER 2FAHP71V98X101574		YEAR 2008		MAKE FORD	
BODY TYPE MODEL 4D		UNLADEN WEIGHT 4000		FUEL G	
MOTORCYCLE ENGINE NUMBER		TRANSFER DATE		PERM PERM NONE	
VEHICLE REGISTRATION CHARGES CITY HUNTINGTON PARK 6550 MILES AVE RM 148 HUNTINGTON PK CA 90255		EXPIRATION DATE 12/31/2011		SALES DATE 10/27/07	
OCCUPANT DATE 08/27/2007		OCCUPANT READING 12 MI		ACTUAL MILEAGE	
<p>I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.</p> <p>1a. _____ X _____ SIGNATURE OF REGISTERED OWNER</p> <p>1b. _____ X _____ SIGNATURE OF REGISTERED OWNER</p> <p>Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>The odometer now reads _____ (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.</p> <p>WARNING <input type="checkbox"/> Odometer reading is not the actual mileage <input type="checkbox"/> Mileage exceeds the odometer mechanical limit</p> <p>I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p>Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.</p> <p>UNHOLDERS</p> <p>2 X _____ SIGNATURE RELEASES INTEREST IN VEHICLE (Company names must be countersigned) Release Date _____</p> <p>CA106888135 001550</p> <p>KEEP IN A SAFE PLACE - VOID IF ALTERED</p>					

Unit 917



STATE OF CALIFORNIA									
CERTIFICATE OF TITLE								VEHICLE HISTORY	
18411041464									
AUTOMOBILE		PERM EXEMPT		VIN		MODEL		YEAR	
2FABP7BV28X10L606		2011		FORD		1341473		12/31/2011	
4D		G		NONE		12/31/2011		04/24/11	
2010 FB		SR		11/16/2010		10 MI			
CY HUNTINGTON PARK 6550 MILES AVE RM 148 HUNTINGTON PK CA 90255									
<p>I certify (or declare) under penalty of perjury under the laws of the State of California that the SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE</p> <p>1a. DATE <u>X</u> SIGNATURE OF REGISTERED OWNER</p> <p>1b. DATE <u>X</u> SIGNATURE OF REGISTERED OWNER</p> <p>The odometer now reads <u>11,160</u> (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.</p> <p>WARNING <input type="checkbox"/> Odometer reading is not the actual mileage. <input type="checkbox"/> Mileage exceeds the odometer mechanical limits.</p> <p>I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p>2. <u>X</u> Signature releases interest in vehicle. (Company names must be countersigned)</p> <p>Release Date: <u>CA 130450149</u></p> <p>001559 REG. (7.00% PREV 7.07)</p>									

Unit 941



THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED IN THE VEHICLE AT ANY PLACE OFFICER UPON DEMAND. YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 10/31/2014 TO: 10/31/2015

SHIP	TP MODEL	TP MODEL	TP	VF	TP	TYPE	TP	1ST
ELDOR	2007	2006	LF		32B	31	8F63941	
BU	TP	AK	VC	INJECTS	CSM			
BU	G	VX	2	AC	15000			
TYPE	MODEL	TP	VF	TP	TYPE	TP	1ST	
COMMERCIAL	10/31/14	19	10/31/14	8				

REGISTERED UNIT:
STEELWORKERS OLDTIMERS
FNDIN
3355 E GAGE AVE
HUNTINGTON PR
CA 90255

STV	
AMOUNT DUE	AMOUNT RECD
\$ 105.00	CASH :
	CHEQ : 105.00
	CRDT :

CALIF DEPT TRANS
 MASS TRANS PROGRAM
 PO BX 942874 M S 39
 SACRAMENTO
 CA 94274

H00 576 11 0010500 0062 CS H00 103114 71 8F53941 790

Unit 960



STATE OF CALIFORNIA									
CERTIFICATE OF TITLE									
134150902C4		COMMERCIAL		PERM EXEMPT		VEHICLE HISTORY			
VEHICLE ID NUMBER 3F3FEN4FSP0A38010		UNLOADED WEIGHT 2 04680		PLATE 6		TRANSFER DATE 06/17/15		PLATE NUMBER 1496 306	
BODY TYPE MODEL BU		VIN 2010 PP		FEES PAID NONE		REGISTRATION DATE 12/31/2011		ISSUE DATE 04/02/15	
MOTORCYCLE ENGINE NUMBER		OCCUPANT DATE 06/17/2015		OCCUPANT READING 75181 MI		ACTUAL MILEAGE			
REGISTERED OWNER CY HUNTINGTON PK 6550 MILES AVE HUNTINGTON PK CA 90255									
<p>I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THIS VEHICLE.</p> <p>1a. DATE <input checked="" type="checkbox"/> SIGNATURE OF REGISTERED OWNER</p> <p>1b. DATE <input checked="" type="checkbox"/> SIGNATURE OF REGISTERED OWNER</p> <p>Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>The odometer now reads <u>75181</u> (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.</p> <p>WARNING <input type="checkbox"/> Odometer reading is not the actual mileage. <input type="checkbox"/> Mileage exceeds the odometer mechanical limits.</p> <p>I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p>DATE <input checked="" type="checkbox"/> SIGNATURE OF REGISTERED OWNER</p> <p>PRINTED NAME OF BUYER OR LESSOR FOR A COMPANY</p> <p>PRINTED NAME OF BUYER OR LESSOR FOR A COMPANY</p> <p>IMPORTANT READ CAREFULLY</p> <p>Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.</p> <p>LIENHOLDER</p> <p>2. <input checked="" type="checkbox"/> Signature releases interest in vehicle. (Company names must be counter-signed)</p> <p>Release Date</p> <p>960 001954 CA 160547370</p> <p>REQ. 17 DMV (REV. 10/2012)</p> <p>KEEP IN A SAFE PLACE - VOID IF ALTERED</p>									

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 15, 2020

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

Dear Mayor and Members of the City Council:

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve acceptance of work performed by Onyx Paving Company, Inc. for the construction of CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project;
2. Authorize staff to execute the Notice of Completion and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention in the amount of \$15,220.99 to Onyx Paving Company, Inc. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the July 7, 2020 City Council meeting, the City Council awarded the construction contract to Onyx Paving Company, Inc. (contractor). The project consisted of pavement resurfacing and rehabilitation on Zoe Avenue between Alameda Street (frontage road) and Albany Street. The contractor was issued the Notice to Proceed and scheduled work commenced on October 19, 2020. Transtech as the construction manager has deemed the project substantially completed in accordance with the improvement plans and contract specifications. There are no unresolved stop notices or outstanding construction claims against the contractor. Staff recommends accepting the project as substantially complete and releasing the final retention payment within the prescribed timeline.

LEGAL AND PROGRAM REQUIREMENTS

During the design phase of the project, the engineer of record sends out utility notification requests for As-built plans to the various utilities, including, though not limited to Southern

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT

December 15, 2020

Page 2 of 4

California Edison, the City's water and sewer departments, local cable provider (Verizon, AT&T, Crown Castle, Mobilitie), Sempra Utilities (Gas Co.), etc. Utility As-built records demonstrate the locations of the underground and above-ground utilities so that the design engineer can plan and design accordingly to avoid any utility conflicts during construction.

A utility company acquires its location in a public road by permission of the City (municipal agency) through the grant of a franchise agreement. The franchise agreement typically permits the utility company to use, but not hold fee title in, the land on which it places its facilities. Although a utility company is permitted to use the public right-of-way because it serves a public interest, the utility company's interest in the public right-of-way is subordinate to the franchise agreement. The prevailing view in most jurisdictions is that a franchise agreement does not necessarily entitle the utility company to compensation under contract law (through the exercise of a utility company's rights under the franchise agreement) or the law of eminent domain for any losses or expenses it may sustain in the removal and relocation of its facilities.

The design engineer performed his due diligence and mailed out utility notifications and did not require that any utility companies relocate their lines during the trench restoration project. Prior to commencing construction in the public right-of-way, the contractor is required to contact Dig Alert (811); California Government Code 4216. Dig Alert informs utility companies that a project has been scheduled by a contractor and the utilities must mark out their own respective utility lines. Failure of utility companies to mark out their respective utilities, may result in fines up to \$50,000.

The contractor started construction of the project on Monday, October 19, 2020. On Tuesday, October 20, 2020, Gas Co. representatives came to the job site and noticed that one of the Gas lines was close to the trench excavation and shut down the project, resulting in the contractor submitting a change order for the amount of \$15,232. The job site was closed for two days, and the change order was based on idle time for labor and equipment and the contractor requesting that material not be delivered to the job site while a resolution to the matter was resolved.

Staff contacted the Gas Co.'s regional representative and the following was the representative's response, "I discussed with our claims and they said that the City can file a claim and our folks would research it. However, it doesn't seem like there is a case because SoCalGas didn't cause the cost difference by enforcing that crews work based on dig law."

Staff has submitted a formal claim, though await further confirmation from the Gas Co. as to if the claim will be officially denied or accepted. If denied, staff seeks further consultation with the City Manager's and Attorney's Offices.

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT

December 15, 2020

Page 3 of 4

Regarding the construction contract, it is recommended that the Mayor and Members of the City Council accept the project as satisfactory and complete. Upon acceptance of the project, staff will file the "Notice of Completion" (Attachment 1) with the County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company and make final payment of the retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

FISCAL IMPACT/FINANCING

The project design, construction and construction management are funded through a settlement agreement between the City and the County of Los Angeles for an agreed upon sum of \$650,000. At the July 7, 2020 City Council meeting, the contractor was awarded the construction contract for a not-to-exceed amount of \$296,000 as the lowest responsive, responsible bidder. Staff requested an additional 15% construction contingency (\$44,400) in case of any incidentals or unforeseen concerns. Account No. 111-8020-432.76-03 was utilized to process payments. The project was built within the prescribed construction project budget of \$340,400. The following is a tabulation of the contractor's invoices.

Onyx Paving Company, Inc.		
Date	Invoice #	Amount
10/28/2020	20-097-1	\$135,259.14
12/7/2020	20-097-2	\$153,939.63
12/7/2020	20-493R (Retention)	\$15,220.99
	Total =	\$304,419.76

The contractor's final retention payment in the amount of \$15,220.99 (Attachment 2) may be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded. No additional budget appropriation is requested at this time.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-10 ZOE AVENUE
TRENCH AND PAVEMENT REPAIR PROJECT**

December 15, 2020

Page 4 of 4

A handwritten signature in black ink, appearing to read "Cesar Roldan", written in a cursive style.

CESAR ROLDAN
Director of Public Works

ATTACHMENTS

1. Notice of Completion CIP 2018-10 Zoe Ave Trench Repair
2. Onyx Paving Company, Inc. Retention Invoice

ATTACHMENT A

(NO FEE PURSUANT TO GOVT. CODE SECT. 6103)

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Huntington Park
3. The full address of the owner is: 6550 Miles Avenue, Huntington Park, CA 90255-4393
4. The nature of the interest or estate is:

(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")

5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on 12/15/20
(Date)
The work done was: **CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project**

7. The name of the contractor, if any, for such work of improvement is:

Onyx Paving Company, Inc.

07/07/20

(If no Contractor for work of improvement, insert "none")

(Date of Contract)

8. The street address of said property is: **Zoe Avenue between Alameda Street and Albany Street in the City of Huntington Park**
9. The property on which said work of improvement was completed is in the city of Huntington Park County of Los Angeles, State of California, and is described as follows:

VERIFICATION

I, the undersigned, say:

I am **Ricardo Reyes, City Manager**

("President," "Owner," "Partner," "Manager," etc.)

of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/15/2020, at Huntington Park, California.

(Date of Signature)

(City Where Signed)

(Personal Signature of the Individual who is swearing that the contents of the Notice of Completion are true)

ATTACHMENT B

ONYX PAVING COMPANY INC.

2890 EAST LA CRESTA
ANAHEIM, CA 92806

DATE	INVOICE ...
11/30/2020	20/493R

Revised 12.7.2020

BILL TO
CITY OF HUNTINGTON PARK 6550 MILES AVE HUNTINGTON PARK, CA 90255

JOB ADDRESS
ZOE AVENUE TRENCH & PAVEMENT REPAIR PROJ ZOE AVENUE HUNTINGTON PARK, CA

P.O. NO.	TERMS	REP	PROJECT
			20/097C - Z...

DESCRIPTION	AMOUNT
TOTAL RETENTION DUE	15,220.99

NOTICE

"Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen, even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

Total	\$15,220.99
--------------	--------------------



**CONDITIONAL WAIVER AND RELEASE ON
FINAL PAYMENT**
(CA CIVIL CODE §8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: Onyx Paving Company, Inc.

Name of Customer: City of Huntington Park

Job Location: Zoe Avenue Trench & Pavement Repair Project ~ Zoe Avenue, Huntington Park, CA

Owner: City of Huntington Park

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of Huntington Park

Amount of Check: \$ 15,220.99

Check Payable to: Onyx Paving Company, Inc.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ 0.00

SIGNATURE

Claimant's Signature: _____

Claimant's Title: Controller

Date of Signature: December 7, 2020

ITEM NO. 5



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 15, 2020

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PARKING MANAGEMENT SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide parking management services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City is interested in receiving proposals from qualified Parking Management firms to perform parking management services and operations of three (3) City parking structures located at the following Addresses: 1) 7015 Rita Avenue, 2) 6517 Rugby Avenue, 3) 6330 Rugby Avenue.

The three parking structures abovementioned are located in the Downtown area and there is a significant demand for parking space within the same area for commercial and residential activities. The structures have gone through a general tenant improvement and are in optimal conditions. The City is working on a city-wide parking management strategy to deal with the lack of parking challenges faced for many years and this step provides an opportunity to continue moving in the right direction and create a holistic approach that may solve some of these challenges.

The following is the tentative schedule:

RFP ISSUED	December 18, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	January 4, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	January 8, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	January 14, 2020
TENTATIVE CITY COUNCIL AWARD DATE	February 2, 2020
APPROXIMATE NOTICE TO PROCEED DATE	February 10, 2020

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PARKING MANAGEMENT SERVICES

December 15, 2020

Page 2 of 2

LEGAL REQUIREMENT

The City Clerk's Office shall publish the RFP (Attachment A) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the tasks required to manage the three parking structures. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

Approval of this specific action does not have a direct fiscal impact. The City anticipates to be able to generate additional revenues from these facilities. Proposals will be evaluated based on qualifications and fiscal aptitude to manage the parking structures administered by the City.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
DIRECTOR OF COMMUNITY DEVELOPMENT

ATTACHMENT(S)

A. Parking Management Services RFP

ATTACHMENT A



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
PARKING MANAGEMENT SERVICES**

PROPOSAL DUE DATE: (January 14, 2021, 2:00 p.m.)

6550 Miles Ave
Huntington Park, CA 90255

Contact: Sergio Infanzon
sinfanzon@hpcg.gov



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1. INTRODUCTION

The City of Huntington Park is soliciting Proposals from qualified firms for **PARKING MANAGEMENT SERVICES**.

2. SCOPE OF SERVICES

The City is interested in receiving proposals from qualified Parking Management firms to perform parking management services and operations of 3 City parking structures located at the following Addresses: 1) 7015 Rita Avenue, 2) 6517 Rugby Avenue, 3) 6330 Rugby Avenue. The scope of services to be provided by the selected consultant for this project includes the following:

A. Project Initiation

Meet with City staff to finalize scope of work and schedule.

B. Minimum Requirements Parking Management Services

- The Contractor shall conduct all activities and perform all Services hereunder consistent with the following standards: the terms, conditions and requirements set forth in this Contract; Industry Standards; and in compliance with applicable federal and local laws, statutes, codes, ordinances, rules and regulations (whether existing now or subsequently passed, enacted, adopted or amended, at any time, during the term of an award made hereunder collectively). During the Contract Term, if the Contractor believes that any of the Performance Standards might conflict with each other as it relates to the Contractor's performance of Services hereunder, or the Contractor desires to deviate from any Performance Standard, the Contractor shall immediately notify the City of this potential conflict or proposed deviation, and obtain guidance on how to proceed with respect to the performance of Services on that particular matter. The Contractor shall be required to provide all management, tools, supplies, equipment, storage, vehicles and labor necessary to perform the Services at the parking lot.
- During the Contract Term, the Contractor shall perform the Parking Operations Services, Revenue Related Services, Maintenance Services, and any other services contemplated by this Contract at the 3 parking lots.
- The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

C. Parking Operations Services

- During the Contract Term, the Contractor shall provide certain Management Services and Personnel Services, as described more fully below, with respect to the operations of the 3 parking lots, in accordance with the manner, time and other requirements outlined below.
- **Management of Parking Operations.** The Contractor shall, at a minimum, provide a complete and comprehensive set of services needed to manage the parking operations of the parking lots, including the general parking services and additional parking services described below:
- **General Parking Services.** Contractor shall be required to perform each of the following services:
 - a. Provide the management, staff and support services necessary to provide all Services contemplated hereunder.
 - b. Provide all Management Services necessary for the 3 parking lots.

- c. Prepare and timely submit for City's approval, when due, all service-related plans.
 - d. Provide and maintain floor-reminder systems, including signage, on all parking levels of the parking lots.
 - e. Provide uniforms for all staff as required.
 - f. Provide City's compatible mobile communication systems for parking personnel.
 - g. Provide all telephone/internet service lines and equipment necessary for daily data transfer.
 - h. Provide parking ticket stock and other related materials and supplies required for the parking lots.
 - i. Meet with City staff on a monthly basis to review budget status, operations, scheduled events, and any other issues pertaining to the services, and inspect the 3 lots for unauthorized parking.
- Unauthorized parking shall be addressed in accordance with the Contractor's typical rules and regulations at similar type parking lots.
- **Additional Parking Services.**
In addition to the general requirements set forth above, the Contractor shall be required to perform each of the following services:
 - a. Valet Parking Services: as required.
 - b. Special Events Parking: Special events parking services upon City's request. For example, from time to time the City may permit free parking for specific government-sponsored community events.
- **Incident Reports/Complaints.**
During the Contract Term, the Contractor shall be required to comply with the following reporting requirements:
 - a. **Incident Reports:** The Contractor shall promptly submit to the City a written report of any theft, property damage, bodily injury, assault, firearms violation, vandalism or other trouble that involves or takes place at the parking lots within eight (8) hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage over \$1,000, the Contractor shall immediately notify the City by telephone in addition to submitting an incident report. The report shall state, in appropriate detail, the nature, date and time of the incident, license plate number (if available), including police report, and the individuals and police agency involved. The Contractor shall retain a copy of these reports during the Contract Term.
 - b. **Complaint:** The Contractor shall establish and maintain a log of all complaints received directly from the public or forwarded to the Contractor by the City about the 3 parking lots including, without limitation, complaints about employee appearance, attitude and work; parking lot cleanliness and maintenance; or equipment operation and parking fees. The log shall contain the date of receipt of the complaint, nature of the complaint, action taken or the reason for inaction and the date of the correction. A copy of the complaint and its resolution shall be submitted to the City no later than five working days from the Contractor's receipt of the complaint.

- **Marketing.**
The Contractor shall market the availability of public parking, as applicable, of the parking lots. The Contractor shall develop and submit to the City, for approval, all marketing related materials including signage and print items. In addition, the Contractor shall meet with the City, on a quarterly basis, to review the Contractor's efforts to increase revenue, as contemplated in the operating plan, during the preceding three (3) month period.
- **Development of service-related plans.** During the Contract Term, the Contractor shall be required to develop and implement various plans, policies, procedures and budgets (including the operating budget) contemplated by this Contract pertaining to its performance of Services hereunder. The Contractor shall be required to strictly comply with these requirements for purposes of obtaining City's approval of any service-related plan, and the requirements for purposes of obtaining City's approval of any subsequent modifications to, or replacements of, any previously approved service-related plan. The following is a list of various service-related plans that the Contractor must develop, and City must approve:
 - a. Operating Plan:** The City retains the right (in its sole and absolute discretion) to require changes to the Operating Plan previously submitted by the Contractor. If the City does require changes, the Contractor shall have five (5) days to revise its previously submitted Operating Plan to incorporate such changes, and then re-submit it to the City for approval in accordance with the requirements set forth herein.
 - b. Safety Plan:** Within ten (10) days of Contract award, the Contractor shall develop and submit to the City, for approval, a safety plan detailing: Its proposed steps and methods to ensure that the Contractor's performance of Services are done safely, and its operation of the parking lots does not pose a threat to customers, the parking lots, facility or public; how the Contractor plans to comply with the safety requirements included the contract; and any other safety related information requested by the City.
 - c. Quality Assurance Plan.** Within ten (10) days of Contract award, the Contractor shall develop and submit to the City, for approval, a quality assurance plan to monitor and control its performance of services hereunder and ensure its compliance with the requirements of this Contract. Such plan will detail: an inspection system that includes all services to be performed by the Contractor; activities to be inspected (including whether the inspections will occur on a scheduled or unscheduled basis, how often inspections will occur, and the title of the individual who will perform the inspection(s)); maintenance of a file for all inspections conducted by the Contractor and corrective action taken, if necessary; the method(s) for identifying and preventing deficiencies in the quality of services performed; an internal monitoring system of collections made by Contractor's employees; and any other related information requested by the City.

D. Personnel Services

- **Personnel Services.** The Contractor shall, at a minimum, provide a complete and comprehensive set of services needed to administer its personnel at the parking lots including the following:
- **Staffing.** The Contractor must provide all necessary personnel to perform the services, as well as qualified replacement personnel if necessary. The Contractor will provide

onsite management coverage during the established parking lots respective hours of operations. Management staff must also be available on an on-call basis 365 days per year / 24 hours per day / 7 days per week.

- **Uniforms.** The Contractor's employees shall present a clean, neat, professional and easily recognized appearance as the Contractor's employees. The Contractor shall provide each employee with matching or coordinating uniforms. The Contractor's uniforms shall include shirts, pants or bottoms with the Contractor's logo and require the approval of the City. In addition, the Contractor shall provide each employee with an identification badge displaying such employee's name, photo, and the Contractor's name. The identification badges shall be worn or attached to an outer garment when the employee is performing services hereunder. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in City facilities.
- **Project Manager:** During the Contract Term, the Contractor shall assign a Project Manager who will manage the administration of services and personnel at the parking lot. The contractor shall also designate a backup Project manager who shall be responsible for Contractor's day-to-day activities in her/his absence. The backup Project Manager does not need to be fully assigned to the Contract but must be available if the principal Project Manager is absent. The Project Manager and backup Project Manager shall have full authority to act for the Contractor on all matters relating to the day-to-day operations of the parking lots. Such backup Project Manager will be expected to:
 - a. Ensure that all services are completed in the manner required by this contract.
 - b. be responsible for overall responsiveness of personnel and heads the onsite management team.
 - c. Be accountable for quality control, operations, budgeting, cost control, operating procedures and scheduled inspections.
 - d. Keep the City advised of accidents, incident reports, complaints, property damage, problems, repairs and deficiencies, and be punctual in returning all telephone calls.
 - e. Immediately notify the City of any accidents at the parking lots arising from the performance of the Services that involve bodily injury to Contractor's employees or City's workers or both, visitors, and other persons.
 - f. Meet with the City on an as-needed-basis.
 - g. Advise the City of any scheduled vacation and who will be performing the duties of the staff in his/her absence.
- **Revenue Manager:** During the Contract Term, the Contractor shall assign a Revenue Manager who will manage the Contractor's performance of the revenue related services. Such revenue manager will be expected to:
 - a. Ensure that all Revenue Related Services are completed in the manner required by this Contract.
 - b. Compile all financial reports required hereunder.
 - c. Meet with the City, as required and/or requested.
 - d. Provide any information requested by the City on revenue related services.
- **Supervisors:** During the Contract Term, the Contractor shall assign a Supervisor to the

parking lots who will manage parking operations and the administration of personnel services during the hours of operations. Each parking lot supervisor will be expected to:

- a. Be based at a parking lot.
 - b. Ensure that all Services are completed in the manner contemplated by this Contract.
 - c. Ensure proper staffing levels are maintained in-house.
 - d. Schedule employees to ensure proper coverage.
 - e. Provide positive leadership.
 - f. Direct and train staff to accomplish daily tasks.
 - g. Respond to on-site customer and telephone customer complaints in a timely manner as directed by the City
 - h. Comply with all safety regulations and the approved safety plan to ensure a safe workplace.
 - i. Complete accident/incident and complaint reports and property damage reports to ensure all paperwork is filled out correctly and in a timely manner.
 - j. Promptly inform the City of incidents and make recommendations for improvements.
 - k. Immediately notify the Project Manager and City of any accidents at the parking lots arising from the performance of the services that involve bodily injury to Contractor's employees or City's workers or both, visitors, or other persons.
 - l. Handle special projects, if any, as assigned by the City.
 - m. Be available 365 days per year / 24 hours per day / 7 days per week to respond to any problems that may arise at their assigned parking lot.
- **Personnel Requirements:** During the Contract Term, the Contractor shall ensure that the following requirements are met with respect to its personnel:
 - a. Any personnel to be employed by the Contractor undergo and pass a background investigation to the satisfaction of the City.
 - b. Contractor's employees shall be courteous to the public at all times, conduct themselves in a businesslike manner, and not use profane or abusive language.
 - c. At its own expense, Contractor shall ascertain whether persons performing services hereunder are of sound physical and emotional condition necessary to perform required duties.
 - d. Personnel employed by the Contractor shall be at the parking lots during the respective hours of operations.
 - e. Contractor shall ensure sufficient staffing is available and ready to fill-in in the event of an employee's illness, a no show to their assignment, an emergency necessitating an employee's absence, or to meet additional staffing needs as required by the City. The Contractor shall provide replacement personnel within 30 minutes to maintain the required staffing schedule.
 - f. Contractor's employees shall not bring visitors into the workplace or allow anyone to loiter in the area at any time.
 - g. While on break, the Contractor's employees shall not remain within the parking lot creating the impression to the public that they are on duty.
 - h. Contractor's employees are prohibited from using personal electronic devices while on duty.
 - i. Contractor's employees shall not bring any form of weapon or contraband to any of the parking lots or facilities.
 - j. Contractor's employees shall not bring any alcohol or drugs, or be under the influence of alcohol or drugs when in or at the parking lot or facility.
 - k. Contractor's employees may be subject to authorized search by the Contractor

and law enforcement.

- l. Contractor's employees shall conduct themselves in a professional manner at all times.
 - m. All personnel assigned by the Contractor to perform services shall at all times be employees of the Contractor, and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the City the Contractor shall immediately remove or exclude any member of the Contractor's staff from working at the parking lots. The City reserves the right to bar any of the Contractor's staff from performing services hereunder. The Contractor shall provide an acceptable replacement within one hour.
 - n. Contractor shall ensure that in operating the parking lots its employees exercise reasonable care to prevent injury to persons and property.
 - o. The Contractor shall provide access to a qualified supervisor at all times. The supervisor shall work with City of Huntington Park personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent, and skilled for work under this contract.
 - p. The Contractor shall designate in writing to the City's Community Development Department, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by cell phone, and e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager.
 - q. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Director of Community Development or designee, for repeated non-compliance of these requirements or for any reason or no reason.
- **Employee Training:** During the Contract Term, the Contractor shall provide a training program for all of its employees providing services hereunder and ensure that its employees successfully complete such training before commencing work. The training shall address, at a minimum, the delivery of parking services and operating procedures, customer service, safety, and position specific responsibilities. The Contractor shall maintain records of each individual's training, including a certificate of training completion. The Contractor shall develop and implement a customer service program to ensure the delivery of quality customer-focused services.

E. Revenue Related Services

- **Revenue Related Services.** During the Contract Term, the Contractor shall provide certain revenue collection services, accounting related services and financial reporting services, as described more fully below, with respect to the operations of the parking lot, each in accordance with the manner, time and other requirements outlined below:

- **Payments and Revenue Collection.** The Contractor shall request payments from The City and collect, track and remit revenues according to the procedures outlined below. Revenue Collection. Contractor shall provide a complete and comprehensive set of services relating to the collection of parking fees including, at a minimum, those set forth below. The Contractor shall install and maintain electronic systems at the parking lot to collect all parking fee payments (whether in the form of cash or credit card payments) daily at all parking lots. Revenue collection shall be administered using industry standards.
- **Revenues Provided to the City.** No later than five (5) days after the end of each month, the Contractor shall remit by check to the City all Gross Revenues collected during that month.
- **Payments.** In order to receive the payments outlined in this Contract, the Contractor must submit proper invoices to the City according to the process outlined below.
- **Monthly Fixed Services Fee Payments:** Invoicing, by the 15th day of each month, the Contractor shall submit an invoice for its monthly fixed services rate to the City at the following address: 6550 Miles Avenue, Huntington Park, CA 90255. The City will pay the Contractor its monthly Fixed Services Fee consistent with the terms and conditions to be set forth in the Contract.
- **Vehicle Counting System.** The Contractor shall develop and implement a method to be approved by the City for independently counting vehicles admitted to each parking lot, and reconciling counts with the parking fees collected.
- **Monthly Parking Fees.** As applicable, the Contractor shall promptly bill and collect monthly parking fees, issue receipts and keep records for collections thereof.
- **Method of Payment/Revenue Collection.** The Contractor shall install and maintain electronic systems at each parking lot to collect all parking fee payments (whether in the form of cash, credit card payments or such cashless systems including mobile device applications) daily at all parking lots. Revenue collection shall be administered using Industry Standards, and unless the City authorizes another payment method in writing, all parking fees shall be collected by the Contractor in cash, credit card or mobile application payments.
- **Collection Devices.** The Contractor shall implement and manage walk-up parking payment systems at the parking lots. Such systems shall be Payment Card Industry compliant and allow collection of bills, coins, credit card and other such electronic payments methods. In addition to payment collection methods, these systems shall provide printed receipts and daily sales. The Contractor shall empty all pay stations/ automated pay machines daily in accordance with the established Cash Control Procedures approved by the Department. If available, the Contractor shall, as appropriate, record, collect, secure and maintain any tape or other transaction record maintained by the collection device. These records shall be the formal method of auditing parking service utilization against total revenues generated. Any and all discrepancies between the count of parking validations issued and the revenue collected shall be corrected by the Contractor at no cost to the City.

- **PCI Compliance.** The Contractor shall ensure that all payment machines/equipment accepting credit/debit card payments are fully compliant with the Payment Card Industry ("PCI") Data Security Standard, as amended. The Contractor shall be responsible for the security of the payment cardholder data in its possession. The Contractor shall provide the City such information as it may reasonably require regarding Contractor's compliance with such PCI requirements. In the event of Contractor's non-compliance with the PCI Data Security Standard, Contractor will promptly perform all curative measures necessary to remedy such non-compliance.
- **Operating Budget/Accounting and Cash Control Procedures.** During the Contract Term, the Contractor shall be required to develop an operating budget for each Contract Year, as well as accounting and cash control procedures. Such budget and procedures (and any updates, modifications or replacements thereto) shall be approved by the City.
 - a. Operating Budget:** The Director of Finance will submit an operating budget within five (5) days of Contract award for the first Contract Year (or any remaining interim period thereof) containing all expenses to be paid by the Contractor in the operation of the parking lots (including any recommendations for capital improvements at the City's expense). Any cost not initially included in the proposed Operating Budget will not be considered or paid by the City once the OB has been approved. Within ten (10) days following its receipt of a preliminary notice to exercise an Option Year, the Contractor shall develop and submit to the City, for approval, a proposed Operating Budget for the subsequent Contract Year containing all expenses to be paid by the Contractor in the operation of the parking lots (including any recommendations for capital improvements at the City's expense). After an initial or subsequent operating budget is approved, the Contractor shall not, without first obtaining the prior written approval of the City, incur any expense item in excess of the amounts budgeted under the annual operating budget. In the case of an emergency, the City may authorize the Contractor to provide services up to \$500.00. All services that are in excess of \$501.00 shall require written authorized from the Director of Finance (e.g. email may serve as an official authorization).
 - b. Cash Control Procedures:** Within ten (10) days of Contract award, the Contractor shall submit to the City, for approval, its proposed procedures governing the accounting and control of cash and negotiable instruments from the time of collection by the Contractor to the time of receipt by the District of such funds. These records shall be the formal method of auditing parking service utilization against total revenues generated. Any and all discrepancies between the count of parking validations issued and the revenue collected shall be corrected by the Contractor at no cost to the City.
- **Maintenance of Accounting Records.** For a period of no less than seven (7) years post contract term, the Contractor will maintain bookkeeping and accounting records (including daily activity reports) in accordance with standards practices as may be directed by the City. During the Contract Term, the Contractor shall make such records available for the City's review at any time during normal business hours or upon request by the City. The accounting related services to be performed by the Contractor shall include the following:
- **Accounting Records.** The Contractor shall be required to maintain in its office all accounting records including, without limitation, the following:

- a. Deposit records, and will submit deposit slips on a weekly basis to the City.
 - b. Parking receipt machine reports.
 - c. Daily log for each parking lot, in which the Contractor's parking attendants will be required to record, on a daily basis, the name of the parking attendant who opens and closes each parking lot, the opening and closing parking receipt numbers, the opening and closing car counter numbers if available, the time of opening and closing, the time of a change in shifts, the name of each parking attendant; and any notice provided to the City regarding maintenance requirements and hazardous conditions. The Contractor must provide a log with all parking lot closure times to the City not later than the 15th day of each month for the preceding month.
 - d. Any other accounting records that the Contractor is required to generate pursuant to this Contract.
- **Independent Audit Cooperation.** During the Contract Term, if the City (or an independent auditing or accounting firm engaged by the City) desires to conduct an audit of the Contractor's provision of services hereunder (including the revenue related services), the Contractor shall be required to fully cooperate with them including, without limitation, making all book and records available for inspection.
 - **Audit Rights.** The City at any time (and without prior notice to the Contractor) may inspect the Contractor's books and records that pertain to the revenue related services. The City has the right to audit the current Contract Year and any earlier Contract Years.

F. Financial Reporting

- **Financial Reporting.** The Contractor will promptly deliver to the City, when due, all financial reports required pertaining to its operation of the parking lots, in an accurate and complete manner, and in the formats approved (or otherwise requested) by the City. These financial reports shall include the following:
- **Monthly Reports.** A monthly report shall be due by the 15th day of each month, containing: monthly statement of parking gross revenue and operating expenses, together with the bills, receipts, invoices, statements or other documentation establishing the amount of each item of operating expense; monthly aged accounts receivable; monthly operations report with explanations of variance to budget of five percent (5%) or more; and or any other reports requested by the City (in its sole and absolute discretion).
- **Annual Reports.** An annual report shall be due within thirty (30) days following the end of each contract year, containing: annual statement of parking gross revenues and operating expenses; annual operations report with explanations of variance to budget; and or any other reports requested by the City.
- **Additional Reports.** Any other financial reports with respect to the financial operations of the parking lots that are contemplated elsewhere by this Contract, considered by the Contractor to be appropriate or necessary to provide to the City, or requested, from time to time, by the City.

G. Parking Maintenance

- **Parking Maintenance Services.** During the Contract Term, the Contractor shall be required to perform the following maintenance services at the parking lots in accordance with the manner, time and other requirements outlined below:
- **General.** The Contractor shall keep the parking lots clean and, at the termination of the awarded contract, leave the parking lots in substantially the same condition that existed on the commencement date, normal wear and tear excepted. Notwithstanding the foregoing, the Contractor shall repair and replace, at its sole cost and to the City's satisfaction (in its sole and absolute discretion), any equipment or structure that is damaged by the Contractor's employees or, if the City elects to complete the repair itself, Contractor shall reimburse it for the costs incurred in performance of such repair within five (5) business days of receipt of a written request from the City stating the extent of the repair and the costs incurred in connection with the repair.
- **Equipment Maintenance.** Generally, the Contractor shall be responsible for repair and maintenance of any and all existing parking equipment, subject to the limitations set forth in an approved operating budget. The Contractor shall keep in good repair and maintain all equipment it installs and/or provides, including keeping all equipment doors locked at all times. The Contractor shall be responsible for all equipment maintenance fees and costs. It shall be the Contractor's responsibility to secure and keep current all necessary maintenance agreements during the Contract Term. In addition, it shall be the Contractor's responsibility to oversee and coordinate the performance of all of the existing and new maintenance agreements.
- **PCI Compliance.** In addition, during the Contract Term, the Contractor shall ensure that all payment machines/equipment accepting credit/debit card payments are fully compliant with the Payment Card Industry ("PCI") Data Security Standard, as may be in effect from time to time. The Contractor shall be responsible for the security of the payment cardholder data in its possession. The Contractor shall provide the City such information as the City may reasonably require regarding Contractor's compliance with such PCI requirements. In the event of Contractor's non-compliance with the PCI Data Security Standard, Contractor will promptly perform all curative measures necessary to remedy such non-compliance.
- **Maintenance of Parking Lots.** Without limiting any of the foregoing, the Contractor shall provide the following maintenance related services as part of the overall Operating Budget cost:
 - a. Annual power washing of each parking lot
 - b. Annual power sweeping of each parking lot.
 - c. Annual degreasing and re-striping of parking.
 - d. Maintenance of stairwells.
 - e. Collect all trash, debris and other materials in the parking lot (including trash receptacles) twice a week. The Contractor shall not use trash receptacles and dumpsters located at the parking lots or the facilities for the disposition of trash, and shall dispose of all trash at an off-site location in accordance with applicable laws.
 - f. Replacing broken gate arms.
 - g. Furnish and utilize "Lot Full" signs when needed.
 - h. Ensure parking equipment is in good working condition.

- i. Cleaning the exterior of equipment and signage.
 - j. Removal of graffiti.
 - k. Reporting all other maintenance problems to the City within eight (8) hours of being aware of any maintenance problems occurring.
- **Safety Concerns.** The City desires to ensure the safe, clean and sanitary condition of the parking lot(s) during their respective hours of operations. The Contractor shall be required to immediately report any safety concerns to the City and adhere to the following requirements:
 - a. Inform the City orally within four (4) hours, and in writing within twelve (12) hours, upon discovering that equipment located on or in a parking lot is in need of repair.
 - b. Post instructions for vehicles exiting after hours.
 - c. Notify the City immediately when there is a water leak or an issue effecting any sprinkler system.
 - d. Provide and maintain adequate access to the parking lots in accordance with Applicable Laws to people with disabilities.
 - e. Ensure that no signs or advertising matter of any kind are displayed at the parking lots unless first approved in writing by the City. If seen, the Contractor shall remove and report such to the City immediately.
 - f. Provide temporary safety signage (not handwritten) for immediate needs.
 - g. Furnish and install warning signs, as needed.
 - h. Notify the City of major graffiti at any parking lot upon its discovery.
 - i. Immediately inform the City of hazardous conditions observed in the parking lots.
 - j. Furnish and install traffic cones, barricades and directional signage (arrows) as needed.
 - k. Notify the City of damage to painted surfaces, including pillars and walls, from tire marks, smudges, etc.
 - l. Report any damage to equipment caused by parking lot users within two (2) hours of incident, including license plate number, by parking patrons.
 - m. Provide any additional action in support of maintaining safe and secure parking lots.
- **Service Days & Hours and Scheduling.** Unless the City has instructed the Contractor otherwise, the Contractor shall be required to perform all on-site specific services during each parking lot's hours of operations. The Contractor shall provide a designated phone number for the City to contact it, twenty-four (24) hours a day, seven (7) days a week.
- **Reports.** The Contractor shall be required to timely provide the City with all of the reports, notices and documentation contemplated by this Contract (including, without limitation, the incident, complaints, all financial reports, maintenance and safety reports and any other reports, notices or documentation not specified herein but requested by the City on or before the deadlines specified herein. Except as otherwise contemplated herein, the Contractor shall submit all such reports, with updates as needed, to the City. Such reports shall include summaries, notes and pictures, along with any other information requested by the City.
- **Key Personnel.** The Key Personnel of the Contractor shall be the Project Manager, Revenue Manager and Supervisor(s) for the parking lot(s). The Contractor's single point of contact shall be a Project Manager, who shall be responsible for any contractual

issues. The Project Manager or her/his alternate(s) shall have full authority to act for the Contractor on all matters under the Contract. The Contractor shall retain a Revenue Manager who shall be responsible for the performance of financial related services at the parking lot(s). Operating plan shall specify which staff members will be responsible for the supervisor's duties if he/she is not able to be on-site for any reason. The Contractor shall retain, at minimum, one (1) on-site Supervisor who shall be responsible for the performance of services at each parking lot. Staffing levels will be approved as part of the operating plan. The names and contact information (e.g. cell phone number, email address, etc.) of the Project Manager, Revenue Manager and the on-site Supervisor(s), and their respective alternate or alternates, who shall act on their behalf when absent, shall be provided to the City five (5) days post award. Any changes to the Key Personnel shall be submitted to the City for review and approval before the Contractor enacts such changes. At its own expense, the Contractor shall provide cellular phones, or any other telecommunication devices adequate to effectively provide a communication link to City officials, especially in emergency situations when the need to get hold of Contractor personnel is greatest. At the start of the period of performance, the Contractor shall provide to the City an emergency phone number, cell phone number or pager number that is accessible at all times for each of the Key Personnel. The Project Manager, Revenue Manager, on-site Supervisor(s) and any alternates shall have excellent oral and written communication skills, and be able to read, write, speak and understand the English language. The Project Manager, Revenue Manager, on-site Supervisor(s) and any alternates shall be available to communicate with the City by telephone and email twenty-four (24) hours a day, seven (7) days a week, during the Contract Term. As specified the Contractor shall not be permitted to reassign any Key Personnel unless the City approves both the proposed reassignment of such individual and her/his proposed replacement

- **Insurance** as required by the City of Huntington Park. This includes Worker Compensation Insurance encompassing all employees.

H. Emergency Responses

The City will have direct cell phone contact to the project manager, the assistant project manager, Contractor's President, as well as the 24-hour answering service that will be linked to the local office. Contractor shall guarantee a 1-hour or less response to all emergency requests. This service is included in the contract price and no additional compensation will be allowed

I. Personnel Other Requirements

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Community Development Director or designee immediately in writing of all changes of contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee constitutes a satisfactory security risk, his/her employment on the contract will be denied.

Background Check: The Contractor's employees who will work in buildings owned by the City of Huntington Park shall be required to be cleared through the City of Huntington Park Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the Contractor. Upon receipt of notice of award from City of Huntington Park, the Contractor must supply personnel information within ten (10) working days.

Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable by City Staff shall be discharged immediately and not reemployed on this work.

Nondiscrimination: The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

Employee List

The Contractor shall provide to the Community Development Director or designee an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by areas and crews in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of driver's licenses and social security cards. Changes to the list shall be reported, in writing, to the Community Development Director within one working day. Employees terminated by the Contractor shall be reported the day to the City's Public Works Director or designee, unless it is after hours, then the next business morning shall be acceptable.

Removal of Staff

The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

Backup Staff

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

Unauthorized Personnel

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children, and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

Prohibited Items

Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

J. City & Personal Property of City Personnel

Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's Community Development Director within twenty-four (24) hours.

K. Telephones

Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '911') and notification to the Huntington Park Police Department of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

L. Hours of Work

Contractor shall provide no less than the minimum number of estimated hours as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

M. Care of Facilities

Contractor's employees shall regularly observe the general condition of all City facilities and report problem areas to Contractor's supervisor. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the City's Communication Center by dialing 911 and shall then call the Director of Community Development or his designee, immediately.

Alarm System: Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

Damages: The Contractor will be responsible for all damages to the facility or contents caused by the Contractor or their staff during the performance of their duties.

Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

Removal of items: The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Huntington Park in writing

3. KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

The Contractor shall assign specific individuals to the key positions:

- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

The contractor shall be responsible for, but not limited to, the following:

- Adherence to schedules;
- Maintenance or replacement of cleaning equipment;
- Notifying City of any personnel changes; and
- Training of new personnel.

4. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 1 - CITY'S STANDARD CONTRACT SERVICES AGREEMENT.

5. INSURANCE REQUIREMENTS

Please see ATTACHMENT 2 - CITY'S STANDARD INSURANCE REQUIREMENTS.

6. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the best fit for City's needs. City staff will evaluate the proposals based upon several factors, which may include:

- Compliance with the RFP Requirements
- Project Understanding and Approach
- Experience
- References
- Familiarity with the City
- Familiarity with the region

Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.

7. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

***** Use of the City of Huntington Park City Seal is prohibited*****

Please submit your Technical Proposal in the format specified below:

Cover Letter: Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 60 days.

Table of Contents: Provide contents of proposal.

Section 1 – Scope of Work: Provide your understanding of the project, and describe your approach to accomplishing the City's goal in the most efficient and cost-effective manner.

Section 2 - Schedule: Provide a project schedule showing tasks and duration for each task for the completion of the services.

Section 3 - Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and sub consultants (if any). Provide resumes of all key personnel identified in the organization chart.

Section 4 - Company Qualifications: Provide qualifications of prime consulting firm and any proposed sub-consultants.

Section 5 - References: Provide minimum 3 references that shows your firm's experience in similar type of services.

Section 6 - City's Standard Contract Services Agreement: The RFP includes ATTACHMENT 1 - CITY'S STANDARD CONTRACT SERVICES AGREEMENT.

Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

Section 7 – City's Standard Insurance Requirements: The RFP includes ATTACHMENT 2 - CITY'S STANDARD INSURANCE REQUIREMENTS. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

Section 8 - Other Information: Include in this section any other and additional information you wish to submit to the City.

8. FEE

The Fee schedule which includes labor and material, shall be submitted (1 copy) in a separate envelope. Final negotiations for the final scope and fee will occur subsequently. Prior to awarding the contract. Prior to awarding the contract, City Staff and contractor will establish and agree to approval protocol for fees associated with repairs.

9. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Sergio Infanzon, Director of Community Development

E-mail: sinfanzon@hpca.gov (cc: kaguilar@hpca.gov)

Questions regarding this proposal shall be submitted via email by **2:00 PM, January 4, 2021**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

10. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit five (5) hard copies and one (1) electronic copy on a USB Drive of their Proposals no later than **2:00 PM, January 14, 2021** to:

City of Huntington Park
Office of the City Clerk
Sergio Infanzon, Director of Community Development

6550 Miles Avenue
Huntington Park, CA 90255

Late proposals will not be accepted.

11. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any, and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any, and all proposals.

ATTACHMENTS:

ATTACHMENT 1 - CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT 2 - CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 - CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT



CONTRACTOR SERVICES AGREEMENT
(ENTER NAME OF SERVICES)

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **ENTER DATE** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **ENTER CONTRACTOR NAME** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I.

ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on (**ENTER DATE**). It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**

- A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$ENTER AMOUNT** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time

of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government

Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);

- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any

attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR shall procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and Contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by

CONTRACTOROR in the course of carrying out the Work contemplated in this Agreement.

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

CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or

omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action

required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified,

within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law

or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports,

analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

CITY:
City of Huntington Park
Community Development Dept.
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Daniel Hernandez
Phone: (323) 584-6320

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

ENTER CONTRACTORS NAME.:

By: _____
Ricardo Reyes
City Manager

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
Sergio Infanzon
Acting City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

END OF DOCUMENT

ATTACHMENT 2 - CITY'S STANDARD INSURANCE REQUIREMENTS

DRAFT



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - **\$1,000,000** per occurrence and **\$2,000,000** general aggregate;
 - **\$2,000,000** per occurrence and **\$4,000,000** general aggregate; or
 - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than **\$1,000,000** per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Note – required only if vendor has employees)

**Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

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

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address

CERTIFICATE OF LIABILITY INSURANCE

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:

Agent or Broker Name & Address

CONTACT NAME	
PHONE (A/C, H/O, E/F)	FAX (A/C, H/O)
E-MAIL ADDRESS	
INSURER(S) AFFORDING COVERAGE	
INSURER A.	NAIC #
INSURER B.	
INSURER C.	
INSURER D.	
INSURER E.	
INSURER F.	

INSURED:

Insured Name & Address

Insurance Company Name(s)

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/YY)	POLICY EXP. DATE (MM/YY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PER <input type="checkbox"/> EACH <input type="checkbox"/> LOC OTHER:	Policy Number	Current Policy Period		EACH OCCURRENCE: \$ DAMAGE TO RENTED PREMISES & (See endorsement): \$ MED EXP (Any one person): \$ PERSONAL & ADV INJURY: \$ GENERAL AGGREGATE: \$ PRODUCTS - COMP/PROP AGG: \$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NONOWNED AUTOS ONLY	Policy Number	Current Policy Period		COMBINED SINGLE LIMIT (See endorsement) BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EXCESS LIAB				EACH OCCURRENCE: \$ AGGREGATE: \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY/PROPRIETOR/COMPANIES/EXECUTIVE OFFICERS/INJURY/ILLNESS/DEATH (Mandatory in CA) If yes, describe under DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES.	Policy Number	Current Policy Period		PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ E.L. DISEASE - POLICY LIMIT: \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 901, Additional Remarks Schedule, may be attached if more space is required)

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

CERTIFICATE HOLDER

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

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

SIGNATURE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Must be in ACORD 25 (2016/03) or ACORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 12 04 13

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Page 1 of 1

ITEM NO. 6



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 15, 2020

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

Dear Mayor and Members of the City Council:

CONSIDERATION OF A RESOLUTION ADOPTING THE DOWNTOWN HUNTINGTON PARKING SPECIFIC PLAN (DTSP) TEMPORARY IN-LIEU PARKING FEE REDUCTION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2020-58 approving a temporary reduction of the in-lieu parking fee for a period of two (2) years for restaurant uses within the Downtown Huntington Park Specific Plan Area (DTSP)

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In December 6, 2016, the City Council adopted a temporary ordinance reducing the DTSP in-lieu parking fee from \$29,677.06 to \$2,000.00 for a period of three years. The temporary reduction expired in 2019. The temporary reduction was applicable to all uses within the DTSP. As of January 2020, the DTSP in-lieu parking fee has reverted back to the \$29,677.06 amount.

The City has received several concerns from prospective business owners, property owners, and current business owners regarding the current in-lieu parking fee amount.

The City worked closely with a representative from the Planning Commission and business and property owners within the DTSP to address their concerns with the in-lieu parking fee. Meetings were held to discuss potential relief to the existing fee amount. Based on these meetings, staff prepared a draft Resolution for a temporary reduction of in-lieu parking fees within the DTSP for the City Council's consideration.

November 16, 2016 Planning Commission Meeting

At the November 16, 2016 Planning Commission meeting, the Commission considered the draft Resolution for a temporary reduction of fees for in-lieu parking within the DTSP. The proposed Resolution included the following specific criteria in order to be eligible for a reduced in-lieu parking fee:

- Applicable to restaurant uses only;

CONSIDERATION OF A RESOLUTION ADOPTING THE DOWNTOWN HUNTINGTON PARKING SPECIFIC PLAN (DTSP) TEMPORARY IN-LIEU PARKING FEE REDUCTION

December 15, 2020

Page 2 of 2

- Restaurant uses must be within 300 feet of a public parking lot;
- Restaurants deficient in parking that are within a 300 feet radius of public parking are eligible to pay a reduced in-lieu fee of \$2,000 per deficient off-street parking space
- Restaurant uses must be a minimum of 2,000 square feet or larger;
- The reduced fee runs with the restaurant and not with the land;
- Restaurants expanding would be allowed to request a reduced in-lieu fee for deficient off-street parking spaces;
- Changes in ownership will require review of conditions with new owner;
- All required approvals/permits will be required to be obtained in order to be eligible to apply for the reduced in-lieu fee; and
- A minimum of \$5,000.00 or the equal value of reduced in-lieu fees, whichever is greater, shall be required to be put towards exterior building improvements.

At the conclusion of the meeting, the Planning Commission adopted PC Resolution No. 2016-22 recommending to the City Council a temporary reduction of the in-lieu parking fee for the Downtown Huntington Park Specific Plan Area.

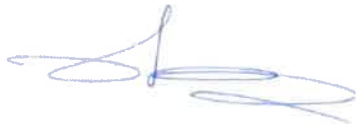
FISCAL IMPACT/FINANCING

Reduced fees collected from future eligible restaurant uses within the DTSP.

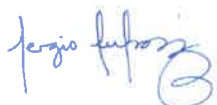
CONCLUSION

The proposed temporary reduction will assist in promoting the City's DTSP area as a place of destination by encouraging restaurant uses within the City's downtown. In addition, the temporary reduction will provide relief to the City's current off-street parking requirements for restaurants by providing business owners with an option to pay a reduced in-lieu fee.

Respectfully submitted,



RICK REYES
City Manager



SERGIO INFANZON
DIRECTOR OF COMMUNITY DEVELOPMENT

ATTACHMENT(S)

A. Resolution No. 2020-58

ATTACHMENT A

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON
PARK ADOPTING A TEMPORARY REDUCTION OF THE IN-LIEU PARKING
FEE FOR A PERIOD OF TWO (2) YEARS FOR RESTAURANT USES
WITHIN THE DOWNTOWN HUNTINGTON PARK SPECIFIC PLAN AREA**

WHEREAS, the procedure and standards pertaining to in-lieu parking are established within Title 9, Chapter 3, Article 8 of the Huntington Park Municipal Code; and

WHEREAS, the procedure and standards state that the in-lieu parking fee for each deficient space shall be determined by the City Council; and

WHEREAS, City Council Resolution NO. 2008-7 adopted on February 19, 2008 established the in-lieu parking fee in the amount of \$38,861.38 for each deficient parking space; and

WHEREAS, City Council Resolution No. 2010-62 adopted on September 20, 2010 established a two-year temporary reduced in-lieu parking fee of \$2,000.00 for each deficient parking space; and

WHEREAS, City Council Resolution No. 2010-62 expired on September 20, 2012 and the in-lieu parking fee was set at \$29,677.08 for each deficient parking space; and

WHEREAS, The Planning Commission recommended approval of the reduced in-lieu parking fee to the City Council on November 16, 2016;

WHEREAS, City Council Resolution No. 2016-52.0 adopted on December 06, 2016 established a three-year temporary reduced in-lieu parking fee of \$2,000.00 for each deficient parking space; and

WHEREAS, the adopted in-lieu parking fee has deterred businesses from establishing within the downtown commercial district; and

WHEREAS, during this economic climate the commercial vacancy rate has increased within the downtown commercial district; and

WHEREAS, the City Council wishes to encourage restaurants to establish within the downtown commercial district; and

WHEREAS, the current in-lieu parking fee amount does not reflect the true current

1 cost of providing parking in the downtown commercial district; and

2 **WHEREAS**, the City Council has reviewed the Parking Cost Analysis to determine
3 the true cost of developing parking in the downtown commercial district; and

4 **WHEREAS**, the in-lieu parking fee established by this resolution is equal to or less
5 than the costs of developing parking in the downtown commercial district; and

6 **WHEREAS**, the proposed reduction in-lieu parking fee encourages the establishment
7 of restaurants within the downtown district providing a public benefit to the community.

8 **NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
9 **DOES HEREBY RESOLVE AS FOLLOWS:**

10 **SECTION 1:** The in-lieu parking fee for each deficient space established by City
11 Council Resolution No. 2008-7 is hereby amended.

12 **SECTION 2:** Restaurants within the DTSP and within a 300-foot radius to public
13 parking. Restaurants deficient in parking that are within a 300-foot radius of public parking
14 are eligible to pay a reduced in-lieu fee of \$2,000 per deficient off-street parking space.

15 **SECTION 3:** Eligible restaurants shall be a minimum of 2,000 square feet or larger.

16 **SECTION 4:** Fee reduction runs with the restaurant; not with the land.

17 **SECTION 5:** Fee reduction may apply if restaurant expands building footprint.

18 Reduced fees shall be applicable for additional deficient off-street parking spaces resulting
19 from expansion.

20 **SECTION 6:** Change of ownership will trigger review of conditions with new owner, if
21 new owner does not agree with conditions fees will revert to existing in-lieu parking fee.

22 **SECTION 7:** All approval/permits shall be obtained in order to be eligible to apply for
23 the reduced in-lieu fee.

24 **SECTION 8:** Restaurant can be called for review if conditions of approval are not
25 being met

26 **SECTION 9:** Exterior improvements shall be required as part of the reduced in-lieu
27 fee. A minimum of \$5,000.00 or the equal value of reduced in-lieu fees, whichever is
28 greater, shall be required to be put towards exterior improvements. (Ex: If a restaurant is

1 deficient 5 parking spaces, the in-lieu fee is \$10,000.00. A total of \$10,000.00 will be
2 required to be put toward exterior improvements.)

3 **SECTION 10:** At the conclusion of the two (2) years of this Resolution, the in-lieu
4 parking fee shall return to the amount stated in Resolution No. 2010-62 adopted on
5 February 19, 2008 unless the extended in time by the City Council.

6 **SECTION 11:** The City Clerk shall certify to the adoption of this Resolution.
7

8 **PASSED, APPROVED AND ADOPTED** this 15th day of December 2020.
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11 Manuel Avila, Mayor

12 Attest:

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14 Sergio Infanzon, Acting City Clerk
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ITEM NO. 7



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 15, 2020

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT NUMBER ONE TO THE FY 2020-21 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Substantial Amendment Number One to the Annual Action Plan for FY 2020-21, inclusive of any comments received by the City Clerk during the 5-day public comment period.
2. Authorize City staff to electronically transmit the amended components of the FY 2020-21 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD) via Integrated Disbursement and Information System (IDIS).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year, the City prepares an Annual Action Plan in connection with the Five-Year Consolidated Plan which details how the City will expend the federal funds that it receives from the Department of Housing and Urban Development (HUD). The Annual Action Plan is a multi-purpose document with two principal purposes:

- The Annual Action Plan identifies the projects and programs to be undertaken during the upcoming fiscal year, and the proposed objectives and outcomes to be achieved within the overall context of the Five-Year Consolidated Plan; and
- The Annual Action Plan acts as the City's application process for federal formula grants, principally comprised of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

AMENDMENT NO. ONE TO FY 2020-21 AAP

December 15, 2020

Page 2 of 3

The purpose of this agenda item is to present Amendment Number One (Substantial) to the FY 2020-21 Annual Action Plan. On October 20, 2020, the Mayor and City Council approved the FY 2020-21 Annual Action Plan for the use of CDBG and HOME Entitlement funds. When the City contemplates making substantial revisions to its adopted Annual Action Plan, a Substantial Amendment is necessary.

The City proposes the following substantial actions:

2020 Activity that will be reduced in funding:

IDIS Act. No.	Activity /Project Title	Amount
n/a	Unallocated CDBG Funds	\$543,614.00
	Total	\$543,614.00

Total reallocation of existing funding: \$214,131.42

2020 Newly proposed activity:

IDIS Act. No.	Activity /Project Title	Amount
n/a	HP Wi-Fi Access Program	\$214,131.42
	Total	\$214,131.42

The HP Wi-Fi Access Program will assist students with access to free Wi-Fi and devices to support distanced learning and to provide homework assistance. This program would provide for free public Wi-Fi connectivity at two (2) City owned sites, including: Perez Park, and Chelsey Circle Park; in addition to two (2) neighbor areas in CDBG income eligible census track block groups (City poles in front of 6535 Miles Avenue and 6009 Carmelita).

LEGAL REQUIREMENT

Not applicable.

FISCAL IMPACT/FINANCING

The City's reallocation of CDBG funds for FY 20-21 consists of reducing the unallocated funds by \$214,131.42 and award \$214,131.42 to the HP Wi-Fi Access Program. The total reallocation from the current funding for this substantial amendment is \$214,131.42.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have little to no impact on current City services.

CONCLUSION

Following tonight's public hearing, Amendment Number One to the Fiscal Year 2020-2021 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) and staff will proceed to fund the HP Wi-Fi Access Program.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

A handwritten signature in blue ink, appearing to read 'Sergio Infanzon', with a stylized flourish at the end.

SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

A. Proposed Activity – FY 20-21 AAP 1st Amendment

ATTACHMENT A

**PROPOSED
CITY OF HUNTINGTON PARK SUBSTANTIAL AMENDMENT
TO THE FY 2020-2021 ANNUAL ACTION PLAN**

NOTICE IS HEREBY GIVEN that the City of Huntington Park will conduct a public hearing for the Substantial Amendment to the FY 2020-21 Annual Action Plan at **6:00 p.m. on Tuesday, December 15, 2020**, to be held before the City Council for approval in the Council Chambers located at 6550 Miles Avenue, Huntington Park, California 90255.

List of Proposed Changes:

2020 Activity that will be reduced in funding:

IDIS Act. No.	Activity /Project Title	Amount
n/a	Unallocated CDBG Funds	\$543,614.00
	Total	\$543,614.00

Total reallocation of existing funding: \$191,000.00 (Revised amount = \$214,131.42)

2020 Newly proposed activity:

IDIS Act. No.	Activity /Project Title	Amount (revised)
n/a	HP Wi-Fi Access Program	\$214,131.42
	Total	\$214,131.42

Residents are invited to email or call-in their comments to the Federal Funding and Grants Division by no later than 5:00 p.m. on December 15, 2020. The proposed Substantial Amendment to the FY 2020-2021 Annual Action Plan will be made available for public review for a period of 5 days beginning Thursday, December 10, 2020 and ending on Tuesday, December 15, 2020. A copy of the proposed Substantial Amendment to the FY 2020-2021 Annual Action Plan will be available for review on the City's website at www.hpca.gov and at the following locations:

City of Huntington Park Clerk's Office
6550 Miles Avenue
Huntington Park, CA 90255

City of Huntington Park Federal Funding and Grants Division
6550 Miles Avenue
Huntington Park, CA 90255

It is the City's goal to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the American with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, and the Architectural Barriers Act in all respects. For this reason, special accommodations for disabilities and/or language barriers are available, including translation services for Spanish, as required by the City's Citizen Participation Plan. Any requests for special accommodations may be directed to the Federal Funding and Grants Division at (323) 584-6266 or via email at mlian@hpca.gov.

ITEM NO. 8



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

December 15, 2020

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE DIRECTOR OF COMMUNITY DEVELOPMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the First Amendment to the Employment Agreement for the Director of Community Development; and
2. Authorize Mayor to execute the Amendment.

BACKGROUND

Mr. Sergio Infanzon was hired by the City of Huntington Park (City) to serve as the City's Director of Community Development on November 21, 2016. At the request of the Administration, on June 1, 2020, Mr. Infanzon took on the duties and responsibilities of overseeing the City Clerk's Department due to the departure of the previous Director. In this capacity, Mr. Infanzon was designated as Acting City Clerk and assumed all duties associated with this position. Mr. Infanzon's willingness to take on this additional role has resulted in continual and timely municipal services to residents.

FISCAL IMPACT/FINANCING

Based on Mr. Infanzon's expanded duties and responsibilities, the City proposes to increase Mr. Infanzon's annual salary by seven percent (7%) while he assumes the expanded duties and responsibilities managing the work of the City Clerk's Department.

CONCLUSION

If approved, the Mayor will be authorized to sign the first amendment to the Employment Agreement for the Director of Community Development.

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE EMPLOYMENT
AGREEMENT FOR THE DIRECTOR OF COMMUNITY DEVELOPMENT**

December 15, 2020

Page 2 of 2

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

A. First Amendment to Employment Agreement

ATTACHMENT A



2020

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
SERGIO INFANZON AND THE CITY OF HUNTINGTON PARK**

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN SERGIO INFANZON AND THE CITY OF HUNTINGTON PARK ("First Amendment") is entered into on the 15TH day of December, 2020, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation, hereinafter referred to as "City" and SERGIO INFANZON, hereinafter referred to as "Employee", amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT FOR DIRECTOR OF COMMUNITY DEVELOPMENT - CITY OF HUNTINGTON PARK ("Agreement") effective November 21, 2016. This First Amendment becomes effective retroactive to June 1, 2020.

I. RECITALS

- A. Effective November 21, 2016, City and Employee entered into an Employment Agreement whereby Employee was appointed to the position of Director of Community Development.
- B. All terms and conditions of employment contained in the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

NOW, THEREFORE, City and Employee agree as follows:

II. AMENDMENT TO AGREEMENT

The following Sections to the Agreement are amended to read as follows:

- (a) Section 3. of the Agreement (Compensation) is amended as follows:

Based upon Employee's expanded duties and responsibilities, the City shall provide Employee with an increase to his base salary of seven percent (7%) while he assumes the expanded duties and responsibilities of managing the work of the City Clerk Department. Upon reassignment of these additional duties by the City Manager to an Acting City Clerk, Employee's salary will be returned to the amount on the Original Agreement for Employment at an annual salary of \$125,000.

(b) Section 3. of the Agreement (Compensation) is amended as follows:

e. Employee shall be eligible to participate in any other City programs/employment benefits to the extent they are offered to non-represented City Employees, including but not limited to, bilingual program, tuition reimbursement program, flex spending account, deferred compensation and credit union.

III. ALL OTHER TERMS AS SET FORTH IN THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

This First Amendment integrates all terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous understandings between the parties. Except as specifically set forth herein, all other terms of the Employment Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the Employment Agreement, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the City of Huntington Park (CITY) has caused this First Amendment to be signed and executed on its behalf by its Mayor and duly attested by the office of the City Clerk, and Sergio Infanzon (EMPLOYEE) has signed and executed this FIRST AMENDMENT TO AGREEMENT FOR EMPLOYMENT FOR DIRECTOR OF COMMUNITY DEVELOPMENT - THE CITY OF HUNTINGTON PARK, in triplicate, the day and year first written above.

SERGIO INFANZON

CITY OF HUNTINGTON PARK:

Sergio Infanzon

Manuel Avila, Mayor

ATTEST:

APPROVED AS TO FORM:

Acting City Clerk

Arnold M. Alvarez-Glasman, City Attorney