

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, March 2, 2021

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 –

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

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 February 16, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated March 2, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION FOR ANNUAL TRANSPORTATION PLANNING MEMBERSHIP DUES

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a budget appropriation in the amount of \$32,657.86 to Account No. 220-8085-431.64-00 from unappropriated Proposition C fund balance;
2. Approve the Gateway Cities Council of Government invoice for membership dues for a not-to-exceed amount of \$25,000 payable from Account No. 220-8085-431.64-00;
3. Approve Gateway Cities Council of Government invoices for staff support for Randolph Corridor MAT Application Process for a not-to-exceed amount of \$7,657.86 payable from Account No. 220-8085-431.64-00; and
4. Authorize the City Manager to execute the applicable fiscal documents.

ADMINISTRATION

4. APPROVE THIRD AMENDMENT TO AGREEMENT WITH LAN WAN ENTERPRISE, INC. FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve third amendment to agreement with LAN WAN Enterprise, Inc. for information technology support services;
2. Appropriate \$214,131.42 in account number 239-6010-451.76-15 – CDBG Fund - Wi-Fi Access Project; and
3. Authorize City Manager 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, March 16, 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 26th Day of February 2021.



Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, February 16, 2021

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 6:01 p.m. on Tuesday, February 16, 2021, 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; Araceli Almazan, City Attorney; Sergio Infanzon, Director of Community Development/Acting City Clerk; Cesar Roldan, Director of Public; Cosme Lozano, Chief of Police ABSENT: Nita McKay, Director of Finance & Administrative Services; Cynthia Norzagaray, Director of Parks & Recreation

INVOCATION

Invocation was led by Council Member Sanabria.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Ortiz.

PRESENTATIONS

Council Member Martinez made a presentation to proclaim "February as Kindness and Civic Unity Month".

PUBLIC COMMENT

STAFF RESPONSE

1. Jacob Jimmy submitted a public comment to report an Illegal dumping and transient encampment in the alley located at 58th Street between Soto and Seville.
2. Constanza Pachon, CEO at The Whole Child, submitted a public comment to report the work The Whole Child, a non-profit organization has done in Southeast Los Angeles County and the City of Huntington Park. Miss Pachon stated on her

public comment that they have assisted nearly 4000 vulnerable families providing them with services such as: mental health therapy, housing services, parent enrichment resources.

CLOSED SESSION

At 6:17 p.m. Mayor "Manny" Avila, recessed to closed session

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

1. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Government Code Section 54956.9(dX1)
Citiwide Engineering, Inc. v. City of Huntington Park
Los Angeles Superior Court Case 20NWCV00399
2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2) One Matter

At 6:35 p.m. Mayor Avila reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan, announced the minutes should reflect with that all five members of the City Council present, both items in the close session portion of the agenda were discussed. Item 1, 1) Citiwide Engineering, Inc. v. City of Huntington Park, City Council was briefed, direction was provided, and with a vote of 5-0 final action was taken. Item 2, 1) The item was tabled. This matter will be discussed in the upcoming City Council Meeting.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve the consent calendar from the February 2, 2021, Regular Meeting, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

Vice Mayor Ortiz asked to review an item included in the warrants regarding the League of California membership dues for \$18,000. City Manager Ricardo Reyes stated that staff was going to review and verify the amount included for this membership.

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 February 2, 2021

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated February 16, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL OF A REQUEST FOR SERVICES FOR THE PROCUREMENT OF WATER METERS AS PART OF CIP 2019-07 WATER MAIN REPLACEMENT PROJECT - HILL STREET AND CUDAHY STREET

Director of Public Works Cesar Roldan presented the item.

Motion: Council Member Sanabria moved to approve Inframark's Request for Services for the procurement of water meters and appurtenances as part of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street for a not-to-exceed amount of \$54,145.56 payable from Account No. 681-8030-461-73.10, and authorize the City Manager to execute the Request for Services, seconded by Council Member Macias. Motion passed 4-0-0, by the following vote:

Council Member Martinez recused himself from participating on this item.

ROLL CALL:

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

4. CONSIDERATION AND APPROVAL OF PAYMENT TO THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR SOIL REMOVAL AS PART OF THE PRE-CONSTRUCTION PHASE OF AN AQUATIC CENTER AND RELATED AMENITIES AT SALT LAKE PARK

Director of Public Works Cesar Roldan presented the item.

Motion: Council Member Sanabria moved to approve payment of a not-to-exceed amount of \$98,640 to the California Department of Tax and Fee Administration from

account number 111-6010-451.76-05 for soil removal as part of the pre-construction phase of an Aquatic Center and related amenities at Salt Lake Park, and approve a budget appropriation in the amount of \$98,640 from the General Fund fund balance to account number 111-6010-451.76-05 Aquatics Center Capital Project; and authorize staff to process payment Waste Generator Fee Return to the California Department of Tax & Fee Administration, 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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS – None.

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez thanked the staff for making sure the council meeting was conducted safely. He also stated that the proclamation presented should remind all residents to be united to prevent bullying in our city and to promote kindness in our City.

Council Member Sanabria thanked all employee staff and police officers who continue to come to work every day, thanked Council Member Martinez leadership for making it possible to work with other leaders to promote kindness and to report bulky items. She asked the residents to please use City's App or call City Hall.

Council Member Macias echoed what was said by her colleagues, and thanked staff for the on-going work through this difficult time. She reminded the residents about the Senior Pantry that takes place every third Thursday of the month. She added that the next event was going to take place on the 18th from 1-3 p.m. LA food partnership with the city is accepting new seniors, sixty and older, that want to participate. Registration can take place on that day.

Vice Mayor Ortiz thanked staff and echoed what Council Member Sanabria stated about Council Member Martinez for organizing a community clean up in our community. Vice Mayor also thanked her colleagues for delivering food boxes to residents. She also stated that if residents needed food, they could contact city hall or leave a message through Facebook. She reminded everyone that the grab and go locations are still happening Monday – Friday at Gage Middle School and Marquez High School and serving food every morning. Also, covid testing is still taking place through LAUSD. She also stated that there are two more Saturday's with CALSOAP. Students can sign up through the CALSOAP website and enter their names to win two scholarships of \$250.00.

Mayor Avila congratulated Vice Mayor Ortiz for her job promotion.

ADJOURNMENT

Mayor Avila adjourned the meeting at 6:46 p.m. to a Regular Meeting on Tuesday, March 2, 2021 at 6:00 p.m.

Respectfully submitted,



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 3-2-2021**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ABRAHAM SANDOVAL	AC04801	111-0000-351.10-10	FIREWORKS CITATION REFUND	5,000.00
ADLERHORST INTERNATIONAL LLC	105090	111-7010-421.61-20	PD K-9 DOG FOOD	\$5,000.00
ALVAREZ-GLASMAN & COLVIN	2020-11-1219661	745-9031-413.32-70	LEGAL SRVCS FOR CLAIMS	177.79
AMAZON.COM SERVICES, INC.	1779-QMRJ-DGVM 11ND-CNMV-KR76	111-6020-451.61-35 111-8020-431.61-20	P&R OFFICE SUPPLIES P&R OFFICE SUPPLIES	\$177.79
ARAMARK UNIFORM & CAREER APPAREL	586000056006 586000062853 586000066123 586000069546	741-8060-431.56-41 741-8060-431.56-41 741-8060-431.56-41 741-8060-431.56-41	PW LAUNDRY RENTAL SRVC PW LAUNDRY RENTAL SRVC PW LAUNDRY RENTAL SRVC PW LAUNDRY RENTAL SRVC	\$4,251.40
AT&T	000015990556	111-7010-421.53-10	PD DISPATCH PHONE SRVC	\$4,251.40
AT&T PAYMENT CENTER	12/28-01/27/21 2/7/21-3/6/21 2/7/21-3/6/21 2/7/21-3/6/21 2/7/21-3/6/21 2/7/21-3/6/21 2/7/21-3/6/21 2/7/21-3/6/21	111-7010-421.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10	PD PHONE SERVICE CITY WIDE PHONE SERVICES CITY WIDE PHONE SERVICES CITY WIDE PHONE SERVICES CITY WIDE PHONE SERVICES CITY WIDE PHONE SERVICES CITY WIDE PHONE SERVICES CITY WIDE PHONE SERVICES	\$115.89
BENEFIT ADMINISTRATION CORPORATION	6030064-IN	111-2030-413.56-41	FLEX ADMIN FEES 1/2021	109.49
BLACK AND WHITE EMERGENCY VEHICLES	3858 3859 3863 3864	111-7010-421.56-41 111-7010-421.56-41 111-7010-421.56-41 111-7010-421.56-41	INSTALL EMERG LIGHT EQUIPMENT INSTALL EMERG LIGHT EQUIPMENT INSTALL EMERG LIGHT EQUIPMENT INSTALL EMERG LIGHT EQUIPMENT	\$520.50
BLUE FISH	DEC007	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	1,165.74
BUILDERS FENCE COMPANY, INC.	1838563	152-6010-451.73-10	FENCING GREENWAY LINEAR	33.34
CAL-LIFT INC	30632973	741-8060-431.43-20	FORKLIFT PARS UNIT # 518	33.34
CALIFORNIA PARK&RECREATION SOCIETY	ID 135817	111-6010-451.64-00	CPRS MEMBERSHIP	33.34
CARLOS MARQUEZ	08/17/2019	745-9031-413.52-30	CLAIM REIMBURSEMENT	33.34
CENTRAL BASIN MWD	HP-JAN21	681-8030-461.41-00	POTABLE WATER 1/2021	101.45
				195.82
				163.84
				\$1,760.21
				50.00
				\$50.00
				1,873.57
				1,262.56
				1,873.57
				1,540.74
				\$6,550.44
				710.00
				\$710.00
				40,386.78
				\$40,386.78
				189.21
				\$189.21
				165.00
				\$165.00
				1,168.00
				\$1,168.00
				112,074.71
				\$112,074.71

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 3-2-2021**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD	367891	219-8085-431.43-21	WHEEL BEARINGS BUS # 002	127.62
	367723	741-8060-431.43-20	FUEL PUMP PD UNIT # 912	401.18
	367936	741-8060-431.43-20	RELAY FOR PD UNIT # 918	238.94
	367937	741-8060-431.43-20	FUEL TANK FUMES	355.78
	368032	741-8060-431.43-20	TAIL LAMPS FOR UNIT # 353	267.51
	368064	741-8060-431.43-20	PIG TAIL HARNESS UNIT # 912	49.12
				\$1,440.15
CHARTER COMMUNICATIONS	0467069020721	111-7010-421.53-10	PD INTERNET 2/7/21-3/6/21	1,650.00
	106964801020121	111-7010-421.53-10	PD ICI SYSTEM 2/2021	2,802.02
	0389644013121	121-7040-421.56-14	PD CABLE SRVC 1/31/21-2/28/21	192.03
				\$4,644.05
CIVIC PLUS	207800	111-0210-413.56-41	CITY WEBSITE ANNUAL SUPRT	15,982.10
				\$15,982.10
COMMERCIAL TIRE COMPANY	1-164968	741-8060-431.43-20	FLAT REPAIR UNIT # 412	196.63
				\$196.63
COMMUNITY VETERINARY HOSPITAL	407383	111-7010-421.61-20	K-9 KAZ MEDICAL SERVICES	19.75
	413112	111-7010-421.61-20	K-9 KAZ MEDICAL SERVICES	176.00
	422704	111-7010-421.61-20	K-9 KAZ MEDICAL SERVICES	83.50
				\$279.25
CONCENTRA MEDICAL CENTERS	70306579	111-2030-413.56-41	PD PHYSICAL LEVEL 2	439.00
	70384961	111-2030-413.56-41	PD PHYSICAL LEVEL 2	439.00
	47445	216-3010-415.56-41	PARS REP FEES 12/31/2020	2,459.74
				\$3,337.74
COUNTY OF L.A. DEPT OF PUBLIC WORKS	IN210000604	221-8014-429.56-41	REPAIRS T-SIGNAL FLORENCE	3,341.82
				\$3,341.82
CSULB FOUNDATION	04/07/2021	111-7010-421.59-20	PD TRAINING C01-W73	146.00
	04/07/2021	111-7010-421.59-20	PD TRAINING C64-L16	146.00
	04/07/2021	111-7010-421.59-20	PD TRAINING C64-L23	146.00
	4/19/21-4/21/21	111-7010-421.59-20	PD TRAINING B10-C53	373.00
				\$811.00
DAILY JOURNAL CORPORATION	B3423100	239-0260-463.54-00	NOTICE OF PUBLIC HEARING	1,000.00
	B3423101	239-0260-463.54-00	NOTICE OF PUBLIC HEARING	1,000.00
	B3427667	239-0260-463.54-00	NOTICE OF HEARING	310.00
	B3427670	239-0260-463.54-00	NOTICE OF HEARING	330.00
				\$2,640.00
DAPEER, ROSENBLIT & LITVAK	18314	111-0220-411.32-70	CODE ENFOR LEGAL SRV 1/2021	402.50
	18315	111-0220-411.32-70	PD LEGAL SRVCS 1/2021	302.50
				\$705.00
DATA TICKET INC.	120549	111-7065-441.61-20	PUBLIC SAFETY-FIR 12/2020	17.50
	121374	111-7065-441.61-20	ANIMAL CITE PROCESS 12/2020	31.50
				\$49.00
DE LAGE LANDEN	71458703	111-9010-419.44-10	CITY HALL COPIER LSE 3/2021	2,092.10
				\$2,092.10

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 3-2-2021**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DELTA DENTAL	BE004327329	111-0000-217.50-20	DELTA PREMIUM 3/2021	7,870.02
DEPARTMENT OF JUSTICE	491427	111-7030-421.56-41	PD FINGERPRINT APPS	\$7,870.02
ELITE EQUIPMENT INC.	41769	535-8090-452.74-10	2 MAN AUGER TOOL FENCING	360.00
EWING IRRIGATION PRODUCTS, INC.	13517087	535-8090-452.61-20	LANDSCAPING SUPPLIES	\$360.00
EXPRESS TRANSPORTATION SERVICES LLC	HPE02012021	111-0000-362.20-15	PROPERTY LEASE 1/2021	2,481.48
	HPE02012021	111-0000-362.20-15	VEHICLE LEASE 1/2021	1,843.23
	HPE02012021	219-0000-340.30-00	FARES JANUARY 2021	\$1,843.23
	HPE02012021	219-8085-431.56-43	HP EXPRESS SRVCS 1/2021	-2,000.00
	HPE02012021	220-8085-431.56-43	HP EXPRESS SRVCS 1/2021	-500.00
	HPE02012021	222-8010-431.56-43	HP EXPRESS SRVCS 1/2021	-1,191.00
				30,894.83
				30,894.83
				30,894.84
				\$88,993.50
FEDERAL LICENSING, INC.	7801	741-8060-431.42-05	FCC RADIO RENEWAL SUBSCRIPTION	119.00
FM THOMAS AIR CONDITIONING INC	42072	111-7024-421.56-41	PD A/C REPAIRS BUILDING	\$119.00
	42103	111-8022-419.43-10	CH REPLACE TEMP CONTROLLER	344.61
				2,316.00
GRAINGER	9794561531	741-8060-431.43-20	MAGNETIC SWEEPER ATTACHMENT	\$2,660.61
	9798555927	741-8060-431.43-20	MAGNETIC MIRROR UNIT # 518	267.20
	9800845316	741-8060-431.43-20	SHOP SUPPLY-AIR HOSE	74.55
	9803277327	741-8060-431.43-20	SHOP SUPPLY AIR FRESHNER	161.15
				57.08
				\$559.98
GUTIERREZ BACKGROUND INVESTIGATIONS	2021-1	111-7010-421.56-41	BACKGROUND INVESTIGATION	300.00
HASA, INC.	732898	681-8030-461.41-00	SODIUM HYPOCHLORITE	\$300.00
	732899	681-8030-461.41-00	SODIUM HYPOCHLORITE	170.75
				213.44
				\$384.19
HOME DEPOT - PUBLIC WORKS	1391091	111-8010-431.61-21	CURB PAINTING SUPPLIES	228.52
	2032094	111-8010-431.61-21	SUPPLIES FOR STREET SIDEWALK	780.32
	2391088	111-8010-431.61-21	PURCHASE OF CONCRETE	528.70
	5360116	111-8022-419.43-10	CITY HALL ROOF SUPPLIES	688.00
	5545782	111-8022-419.43-10	CITY HALL ROOF SUPPLIES	482.50
	3380449	111-8024-421.43-10	ROOF TARPS & HARDWARE	278.63
	7360068	111-8024-421.43-10	PD ROOF TARPS & HARDWARE	502.43
	8360089	111-8024-421.43-10	PD TV MOUNT ACCESSORIES	162.11
	8720187	239-6060-490.61-60	DISINFECTANT MACHINE	1,242.52
	9903952	239-6060-490.61-60	P&R GALLON DISINFECTANT	43.57
	1391062	535-8016-431.61-45	BOLT CONNECTORS & FOAM	3,674.17
	1391090	535-8016-431.61-45	FOAM PREVENT WIRE THEFT	1,667.17
	203998	535-8016-431.61-45	CREDIT BOLT CONNECTORS & FOAM	-3,263.29

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 3-2-2021**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HOME DEPOT - PUBLIC WORKS	8391077	535-8016-431.61-45	STREET LIGHTING SUPPLIES	1,284.93
	7391052	535-8090-452.61-20	CHAINLINK FOR SOCCER SQUARE	140.92
				\$8,441.20
IMPACT TIRE SERVICE	2833	741-8060-431.43-20	NEW LEFT REAR TIRE PD UNIT # 346	195.36
				\$195.36
INFRASTRUCTURE ENGINEERS	25733	111-8080-431.56-62	ENGINEERING SRVCS 1/2021	15,403.00
	25685	111-8080-431.73-10	ATP CYCLE 2 PRJCT 1/2021	1,540.00
	25697	152-6010-451.73-10	HP LINEAR GREENWAY 1/2021	15,000.00
	25699	202-8080-431.73-10	HAWK SIGNAL GAGE/BISSELL	447.95
	25733	221-8010-431.56-41	ENGINEERING SRVCS 1/2021	5,733.00
	25706	221-8010-431.76-12	ST ENHANCEMENT PRJCT 1/2021	14,851.00
	25700	222-8010-431.76-02	I-PARK SYSTEM PRJCT 1/2021	470.40
	25733	222-8080-431.56-41	ENGINEERING SRVCS 1/2021	25,419.00
	25719	681-8030-461.76-09	WATER MAIN REPLACEMENT 1/2021	7,688.00
				\$86,552.35
JDS TANK TESTING & REPAIR INC	15569	741-8060-431.43-20	INSTALLED NEW NOZZLE	1,433.00
				\$1,433.00
JERRY'S AUTO BODY, INC.	32114	741-8060-431.43-20	REPAIRS TO PD UNIT # 985	6,394.63
	32116	741-8060-431.43-20	REPAIRS TO PD UNIT # 973	765.32
				\$7,159.95
JOEL GORDILLO	FEBRUARY 2021	111-1010-411.56-41	VIDEOGRAPHER 2/2021	1,650.00
				\$1,650.00
JTB SUPPLY COMPANY INC	108521	535-8016-431.61-45	METAL HAND HOLE COVERS	1,861.05
				\$1,861.05
K-9 SERVICES LLC	3/8/21-4/16/21	111-7010-421.59-15	PD DUAL PATROL TRAINING	8,500.00
				\$8,500.00
KONICA MINOLTA BUSINESS SOLUTIONS	271075868	111-7010-421.44-10	PD ADMIN COPIER 1/2021	210.44
	271075869	111-7010-421.44-10	PD PATROL COPIER 1/2021	210.44
	271075974	111-7010-421.44-10	PD RECORDS COPIER 1/2021	298.91
	271076121	111-7010-421.44-10	PD DETEC COPIER 1/2021	298.91
	271076218	111-7010-421.44-10	PD COPIER LEASE 1/2021	66.64
	271076311	111-7010-421.44-10	PD COPIER LEASE 1/2021	139.36
	271076401	111-7010-421.44-10	PD RECORDS COPIER 1/2021	379.63
	271075683	111-9010-419.43-15	REV COPIER LEASE 1/2021	280.66
	271075878	111-9010-419.43-15	FIN COPIER LEASE 1/2021	359.99
				\$2,244.98
LA COUNTY SHERIFF'S DEPT	211530BL	121-7040-421.56-41	PD INMATE MEAL SRVC 1/2021	432.70
				\$432.70
LACMTA	HP AUGUST 2020	219-8085-431.58-50	AUG 2020 POSITION SUMMRY	59.34
	HP DEC 2020	219-8085-431.58-50	DEC 2020 POSITION SUMMRY	59.34
	HP JULY 2020	219-8085-431.58-50	JULY 2020 POSITION SUMMRY	59.34
	HP NOV 2020	219-8085-431.58-50	NOV 2020 POSITION SUMMRY	59.34
	HP OCT 2020	219-8085-431.58-50	OCT 2020 POSITION SUMMRY	59.34
	HP SEPT 2020	219-8085-431.58-50	SEPT 2020 POSITION SUMMRY	59.34
				\$356.04

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 3-2-2021**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LAKIN TIRE WEST, INC.	IN1054550	741-8060-431.43-20	TIRES PICK UP/DISPOSAL	680.57
LB JOHNSON HARDWARE CO.	112819	111-8010-431.61-21	STREET REPAIR SUPPLIES	\$680.57
	112841	111-8022-419.43-10	PARTS CITY HALL WATERLINE REPAIR	480.14
	112850	111-8022-419.43-10	PARTS CITY HALL WATERLINE REPAIR	139.02
				40.49
LEGAL SHIELD	GROUP #0143713	111-0000-217.60-50	ID THEFT PREMIUM 2/2021	\$659.63
				28.90
LYNBERG & WATKINS APC	57276	745-9031-413.32-70	LEGAL SERVICES FOR CLAIMS	\$28.90
				2,079.00
MANAGED HEALTH NETWORK	PRM-059809	111-0000-217.50-60	HEALTH PREMIUM-EAP 1/2021	\$2,079.00
	PRM-060695	111-0000-217.50-60	HEALTH PREMIUM-EAP 2/2021	292.60
				290.40
MARINA LANDSCAPE, INC	9	681-8030-461.76-08	HP GREENWAY PRJCT 1/30/21	\$583.00
				104,762.76
MUNICIPAL WASTE SOLUTIONS	1036	285-8050-432.56-41	HAULER COMPLIANCE 1/2021	\$104,762.76
	1035	287-8055-432.54-00	BEVER CONTAINER RECY 1/2021	3,245.00
				330.00
NICHOLS CONSULTING ENGINEERS, CHTD	966023009	221-8010-431.76-01	ST. ENHANCMT PRJCT1/8/21	\$3,575.00
				2,873.08
O'REILLY AUTO PARTS	2959-346557	219-8085-431.43-21	FRONT BRAKE ROTORS	\$2,873.08
	2959-346780	219-8085-431.43-21	FRONT HUBS INNER SEALS	407.45
	2959-346790	219-8085-431.43-21	FRONT HUB BEARINGS	80.00
	2959-348514	219-8085-431.43-21	BRAKE HYDRAULIC BOOSTER	43.15
	2959-348897	219-8085-431.43-21	HEATER HOSE ALL BUSES	198.99
	2959-349024	219-8085-431.43-21	HYDRAULIC BOOSTER #004	153.69
	2959-349715	219-8085-431.43-21	BREAK LIGHTS BUS # 004	179.33
	2959-351538	219-8085-431.43-21	ALTERNATOR BUS # 004	65.30
	2959-351538	219-8085-431.43-21	CREDIT RETURN	245.63
	2959-344055	741-8060-431.43-20	WIPER BLADES UNIT # 961	-179.33
	2959-344203	741-8060-431.43-20	SAFETY GLASSES	134.02
	2959-344254	741-8060-431.43-20	IGNITION COILS UNIT #976	24.94
	2959-346052	741-8060-431.43-20	SHOP SUPPLIES	227.39
	2959-346395	741-8060-431.43-20	HOSE CLAMP	169.47
	2959-346439	741-8060-431.43-20	SHOP SUPPLY TIRE INFLATOR	5.37
	2959-348366	741-8060-431.43-20	ALTERNATOR PD UNIT # 912	91.42
	2959-348515	741-8060-431.43-20	RADIATOR FOR UNIT # 918	296.90
	2959-348607	741-8060-431.43-20	SHOP SUPPLIES	205.27
	2959-348658	741-8060-431.43-20	SHOP SUPPLIES	35.03
	2959-348785	741-8060-431.43-20	SHOP SUPPLIES	81.87
	2959-348865	741-8060-431.43-20	SHOP SUPPLY OIL ADDITIVE	100.25
	2959-348931	741-8060-431.43-20	WINDSHIELD WASHER PUMP	282.06
	2959-348978	741-8060-431.43-20	SHOP SUPPLIES	37.68
				388.02

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 3-2-2021**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-348981	741-8060-431.43-20	SHOP SUPPLIES	216.80
	2959-349309	741-8060-431.43-20	POWER CORDS OLD JUMPER	74.66
	2959-349533	741-8060-431.43-20	STARTER FOR UNIT # 181	171.62
	2959-349590	741-8060-431.43-20	EXHAUST HEAT WIRING # 181	81.56
	2959-350098	741-8060-431.43-20	BLOWER MOTOR UNIT # 194	136.74
	2959-351515	741-8060-431.43-20	TRAILERS LIGHTS TESTER	342.97
				\$4,298.25
PARS	47349	111-9010-419.56-41	PARS ARS FEE 12/31/20	473.60
				\$473.60
PEERLESS MATERIALS COMPANY	89581	111-8010-431.61-21	40/PALLET SOLID-A-SORB	518.18
	89672	111-8095-431.61-50	3 BOXES OF HAND TOWELS	208.70
				\$726.88
PITNEY BOWES	3104566979	111-7010-421.44-10	PD MAILING SYSTEM LEASE	561.87
				\$561.87
PITNEY BOWES INC.	3104578164	111-9010-419.44-10	CLERK POSTAGE MACHINE 12/30-3/29	531.09
				\$531.09
PURCHASE POWER	02/11/2021	111-7040-421.56-41	PD POSTAGE FEES	21.14
	02/14/2021	111-9010-419.53-20	CITY WIDE POSTAGE FEES	1,048.75
				\$1,069.89
QDOXS	IN34385	111-8020-431.43-05	PW COPIER 2/18-3/17/21	32.68
	IN34385	285-8050-432.43-05	PW COPIER 2/18-3/17/21	32.68
	IN34385	681-8030-461.43-05	PW COPIER 2/18-3/17/21	32.70
				\$98.06
R&P WOOD PRODUCTS INC	202785	535-8090-452.61-20	WOOD POSTS FOR PLANTING	1,800.00
				\$1,800.00
SCHAEFFER MANUFACTURING COMPANY	LP1830-INV1	741-8060-431.62-30	55 G DRUM MOTOR OIL	1,412.03
	LP1831-INV1	741-8060-431.62-30	55 G DRUM MOTOR OIL	1,367.84
				\$2,779.87
SOURCE ONE OFFICE PRODUCTS, INC.	WO-47982-1	111-1010-411.61-20	CLERK'S OFFICE SUPPLIES	72.41
				\$72.41
SOUTHERN CALIFORNIA EDISON	1/20/21-2/18/21	111-8020-431.62-10	SRVC AT 6900 BISSELL	1,374.23
	1/6/21-2/4/21	535-8016-431.62-10	VARIOUS SRVC LOCATIONS	14,860.88
	1/6/21-2/4/21	681-8030-461.62-20	VARIOUS SRVC LOCATIONS	6,154.90
				\$22,390.01
SOUTHERN CALIFORNIA MUNICIPAL	8349	111-6010-451.64-00	P&R SI MEMBERS	75.00
	MEM-21 BRONZE53	111-6010-451.64-00	SCMAF MEMBERSHIP MEETINGS	240.00
				\$315.00
SPARKLETTS	19438227 021021	111-7010-421.56-41	PD WATER DELIVERY SERVICE	528.80
				\$528.80
SPRINT SOLUTIONS, INC	475527450-012	111-6010-451.56-41	WALKIE TALKIE SRV 1/9/21-2/8/21	132.20
				\$132.20
ST FRANCIS, LLC.	1661087	221-8014-429.56-41	T. SIGNAL MAINTNANCE 1/2021	5,683.00
				\$5,683.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 3-2-2021**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STANDARD GLASS & MIRROR	201	111-8023-451.43-10	DOUBLE PANE WINDOWS INSTL	900.00
	301	111-8023-451.43-10	DOUBLE PANE WINDOWS INSTL	400.00
				\$1,300.00
STANDARD INSURANCE COMPANY	378917 0002	111-0000-217.50-70	LIFE INS PREMIUM 2/2021	1,436.08
				\$1,436.08
STANLEY KAHAN	FEB-MARCH 2021	239-0280-490.51-05	HOUSING-2873 CLARENDON #B	1,500.00
				\$1,500.00
STAPLES ADVANTAGE	8061146317	111-2030-413.61-20	HR OFFICE SUPPLIES	48.63
	8061146317	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	92.87
	8061146317	111-6030-451.61-35	P&R OFFICE SUPPLIES	351.65
	8061146317	111-7010-421.61-20	PD ADMIN OFFICE SUPPLIES	64.65
	8061146317	111-7022-421.61-27	PD JAIL OFFICE SUPPLIES	252.15
	8061146317	111-7040-421.61-31	PD RECORD OFFICE SUPPLIES	260.51
	8061146317	111-8020-431.61-20	PW OFFICE SUPPLIES	82.10
	8061146317	111-9010-490.61-60	COVID-19 SUPPLIES	7.90
				\$1,160.46
STATE WATER RESOURCES CONTROL	72855804	221-8010-431.61-21	HOT ASPHALT & EMULSION	990.72
	72855805	221-8010-431.61-21	HOT ASPHALT & EMULSION	447.63
	WD-0175408	681-8030-461.42-05	ANNUAL PERMIT FEE	15,269.00
				\$16,707.35
STEPHEN DORECK EQUIPMENT RENTALS	2020-16-01	221-8010-431.76-14	WATER MAIN REPLACEMENT 1/2021	427,590.25
				\$427,590.25
STETSON ENGINEERS INC.	2740-05-003	681-8030-461.56-41	RISK & ALLIANCE ASSESSMENT	1,155.00
				\$1,155.00
SUPERIOR, LLC	307286	111-9010-419.33-10	CLICK2GOV3-JANUARY 2021	150.00
	307518	111-9010-419.43-15	FINANCIAL SYSTEMS 3/2021	12,274.48
				\$12,424.48
SUPERIOR COURT OF CALIFORNIA	JANUARY 2021	111-7010-415.56-10	PRKNG CITATION SURCHARGE	25,261.13
				\$25,261.13
THE GAS COMPANY	1/9/21-2/9/21	111-7024-421.62-10	VARIOUS SRVC LOCATIONS	317.07
	1/9/21-2/9/21	111-8020-431.62-10	VARIOUS SRVC LOCATIONS	359.73
	1/9/21-2/9/21	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	1,021.43
	1/9/21-2/9/21	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	567.61
				\$2,265.84
TIREHUB, LLC	18737253	741-8060-431.43-20	2 TIRES FOR UNIT # 351	1,011.57
				\$1,011.57
UPS	0000F911X6061	111-7010-421.61-20	PD SHIPPING CHARGES	19.03
				\$19.03
VERIZON WIRELESS	9873525930	111-0110-411.53-10	COUNCIL CELL 1/17/21-2/16/21	277.20
	9873525930	111-0210-413.53-10	ADMIN CELL 1/17/21-2/16/21	150.89
	9873525930	111-3010-415.53-10	FIN CELL 1/17/21-2/16/21	61.44
	9873525931	111-5055-419.53-10	CODE ENFORCE CELL 1/17/21-2/16/21	208.72
	9873525930	111-6010-419.53-10	P&R CARD MONITOR 1/17/21-2/16/21	217.48
				\$915.73

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 3-2-2021**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WALTERS WHOLESale ELECTRIC COMPANY	S117291119.001	535-8016-431.61-45	ST LIGHTNG ELECT SUPPLIES	10,106.53
WEST GOVERNMENT SERVICES	843788463 843866009	111-7030-421.56-41 111-7030-421.56-41	WEST INFO CHARGES 1/2021 LIBRARY PLAN CHARGES	\$10,106.53 742.61 66.90 \$809.51
WESTERN EXTERMINATOR COMPANY	8770C 8770C 8770C 8770C 8770C	111-7024-421.56-41 111-8020-431.56-41 111-8022-419.56-41 111-8023-451.56-41 535-8090-452.56-60	EXTERMINATOR SRVC 1/2021 EXTERMINATOR SRVC 1/2021 EXTERMINATOR SRVC 1/2021 EXTERMINATOR SRVC 1/2021 EXTERMINATOR SRVC 1/2021	50.00 67.50 49.00 346.09 139.50 \$652.09
WEX BANK	70048134	741-8060-431.62-30	PD FUEL PURCHASE	295.60 \$295.60
				\$1,094,818.80

ITEM NO. 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 2, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION FOR ANNUAL TRANSPORTATION PLANNING MEMBERSHIP DUES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a budget appropriation in the amount of \$32,657.86 to Account No. 220-8085-431.64-00 from unappropriated Proposition C fund balance;
2. Approve the Gateway Cities Council of Government invoice for membership dues for a not-to-exceed amount of \$25,000 payable from Account No. 220-8085-431.64-00;
3. Approve Gateway Cities Council of Government invoices for staff support for Randolph Corridor MAT Application Process for a not-to-exceed amount of \$7,657.86 payable from Account No. 220-8085-431.64-00; and
4. Authorize the City Manager to execute the applicable fiscal documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park participates in the Gateway Cities Council of Governments (COG). Participation in the COG requires paying for studies and technical support which lead to potentially obtaining fully funded transit projects that enhance the City's and regional transportation infrastructure.

At the regularly scheduled City Council meeting of May 19, 2020, the City Council authorized the payment of the FY 2019-20 COG I-710 Environmental Impact Report/Environmental Impact Statement (\$25,000), which had not been previously budgeted. Staff processed the current FY 2020-21 invoice (\$25,000) which was budgeted. The COG informed the City that the FY 2018-19 invoice was pending payment. This is the result of staff turnover. City will not incur late fees.

The City is also required to pay for its portion of the Randolph Corridor MAT Application process. This application is to secure funding roughly between five and seven million

CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION FOR ANNUAL TRANSPORTATION PLANNING MEMBERSHIP DUES

March 2, 2021

Page 2 of 2

dollars that the City will receive for active transportation improvements along the Randolph corridor. Staff has coordinated with the COG and recommends making the necessary payments.

FISCAL IMPACT/FINANCING

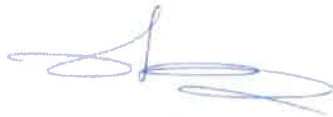
As previously indicated, the Gateway COG I-710 Environmental Impact Report/Environmental Impact Statement FY 2018-19 invoice for the amount of \$25,000 and MAT application invoices in the amounts of \$7,657.86 were not reflected in the Public Works approved budget. These costs are eligible expenditures under the Transportation Planning project code 270 found in the Metro Prop A & C Guidelines.

Staff requests an additional budget appropriation of \$32,657.86 from Account No. 220-8085-431.64-00 from unappropriated Proposition C fund balance Sales Tax Prop C fund to process the COG's FY 2018-19 I-710 Environmental Impact Report/Environmental Impact Statement invoice (Attachment 1) for a not-to-exceed amount of \$25,000 and the Randolph Corridor MAT invoices (Attachments 2 and 3) for a not-to-exceed amount of \$7,657.86.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

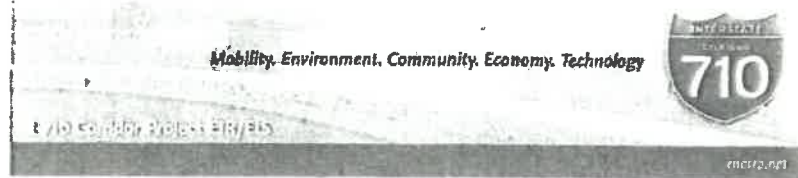


Cesar Roldan
Director of Public Works

ATTACHMENT(S)

- A. Gateway Cities EIR/EIS for the I-710 Corridor – Invoice
- B. Randolph Corridor MAT – Invoice \$4,381.41
- C. Randolph Corridor MAT – Invoice \$3,276.45

ATTACHMENT A



June 14, 2018

*Bill to:
Mr. Ricardo Reyes, Acting City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255*

Invoice
***Environmental Impact Report (EIR)/Environmental
Impact Statement (EIS) for the I-710 Corridor***

*Invoice for Local Agency Participation in the
I-710 Corridor EIR/EIS Report
for FY 2018-2019*

\$25,000.00

<i>Total Due</i>	<i>\$25,000.00</i>
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*Please remit to:
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723*

NOTE:

***If you use AB 2766 funds for a portion of your dues please specify the
amount used for our records Thank you***

Thank you in advance for your prompt payment!

ATTACHMENT B



Bill to:

August 25, 2020

Mr. Cesar Roldan
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

INVOICE

Staff Support for Randolph Corridor MAT Application Process

2/24/20-3/15/20 – Kickoff; review of limits; create map; confirm limits & measured distance; meet with jurisdictions individually

3/16/20-4/26/20 – Work on MAT Application: writing/researching/updating; review each section with each corresponding jurisdiction; receive & incorporate comments/revisions

4/27/20-5/24/20 – Final edits to MAT Application and coordination with jurisdictions/Submit App.

Total Due

4381.41

Please remit to:
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

Thank you in advance for your prompt payment!

ATTACHMENT C



GATEWAY CITIES
COUNCIL OF GOVERNMENTS

Bill to:

February 11, 2021

Mr. Cesar Roldan
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

INVOICE

***Staff Support for Randolph Corridor Post Submission of
MAT Application***

7/27/20-8/21/20 – Prepare information and Power Point for meeting with Metro; meet with cities to review Power Point details; continue to revise Power Point according to discussion with cities.

\$2152.27

8/24/20-9/11/20 – Work on response to Metro for MAT application request; work on clarification document/research and coordinate with team and cities; discuss and answer questions re the purpose and need for the improvements proposed for the MAT funding; refine use of funding; coordinate and draft response for Metro request.

\$864.75

11/2/20-11/6/20 – Review of Metro request for updated schedule and cost; update schedule and cost to address Metro; finalized coordination and edits for submitting to Metro.

\$259.43

(see attached memo and notes for extensive details of work completed)

<i>Total Due</i>	<i>\$3276.45</i>
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Please remit to:

*Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723*

Thank you in advance for your prompt payment!

TO: Randolph MAT Corridor

FROM: Yvette Kirrin, COG Consulting Engineer

SUBJECT: Summary of Services Provide Re Randolph MAT Corridor

Dear Randolph MAT Corridor City.

Last February 18, 2020, Metro released their Active Transportation (MAT) Cycle 1 funding (call for projects). The GCCOG immediately begin to collaborate with various jurisdictions, that were identified in the MAT program Regional Active Transportation Corridor's ranked list. The Randolph Corridor including Commerce, Bell, Huntington Park and unincorporated Los Angeles county was ranked (tied for) #1.

On March 4, 2020, Ms Kirrin reached out to the Randolph Corridor jurisdictions to schedule a meeting to discuss a possible application based on the goals, objectives and eligible projects for the MAT Program. On March 9, 2020 our first teleconference was held with the team to go over the forms needed, the contents of the grant application, and a series of questions that the GCCOG had developed regarding application logistics. These questions included topics such as who will lead the application preparation and submittal, will everyone participate, will everyone have a complete street resolution, high-level thoughts regarding the public participation plan needed, and agreement on what type of phased funds would be pursued such as planning, design and/or construction.

Based on this meeting it was determined by the jurisdictions that they would like the GCCOG via Ms. Yvette Kirrin to lead the application efforts on their behalf. She noted that she would leave the preparation of the grant application the other GCCOG and that they would be invoiced for their proportional cost by Corridor total length, for the work completed.

In order to strengthen the application, Ms. Kirrin requested, from each jurisdiction, the technical and political feasibility of each MAT eligible item. This information was compiled and used to help develop the scope of work. A color coded map, by jurisdictional length, was also compiled, to show an allocation with street limits of the entire 6.83 mile Corridor, as well as to provide the jurisdictions with a breakdown of what percentage total length, belongs to each jurisdiction. This would be used for purposes including assessing equity in funding if an the application had a successful award by Metro.

On March 24, 2020, a draft schedule for planning, design, environmental and construction was qualified as well as suggested engineer estimates for both a \$8 million grant application as well as a \$5 million grant application based on what the team determines to be the most competitive route. On March 30, 2020, Ms. Kirrin provided the full draft letter of interest/grant application for input in comments. On April 2, 2020, a second jurisdictional meeting took place to discuss both the grant application, page by page, as well as a confirmation of who will lead the project, as that commitment would include executing a Metro Funding Agreement (FA) and then creating sub recipient agreements with all jurisdictions including the GCCOG. It was by that time that the Corridor cities had determined that they would like for Ms. Kirrin, with the GCCOG, to facilitate the project, if awarded, as their project manager (PM) on behalf of the lead city, which was determined to be the city of Commerce. Coordination and application preparation continued over the next 25 days, with each jurisdiction. Jurisdictions provided track changes to the document as well as provided partnering letters, so that the application would be competitive and complete. The draft final application was provided to the jurisdictions on April 28, 2020. The budget,

estimated by hours, for the cost to prepare the application which was estimated at \$10,600. Based on the actual level of effort needed, the final cost incurred to submit the application was \$11,400, or a total of 57 hours. The city of Commerce submitted the grant application on April 30, 2020.

In late July 2020, Metro followed up with an interview request to provide additional detail on anticipated work prior to the environmental phase, anticipated partnership model between the project sponsors/restrictions as well as additional detail on the scope items. Ms. Kirrin prepared a PowerPoint presentation, on behalf of Commerce and the jurisdictions, to address these issues. On August 13, 2020, a Microsoft teams meeting was held with Metro to provide our presentation. On August 21, 2020, Metro provided additional supplemental follow up questions for the team to respond. A follow up zoom meeting with the jurisdictions was necessary to discuss the questions and possible responses for Metro, which was provided at the end of September 2020. On November 5, 2020, Ms. Kirrin re-baselined the schedule to begin on July 1, 2021 keeping all the duration status quo and reducing the budget by an estimated 15%, per Metro request. This information was provided to the team. This final project estimate for the grant was a \$6.8million request.

On January 19, 2021, Metro notified our team that the MAT award recommendations were scheduled for board consideration in January and the Randolph Corridor was being proposed for a \$6.7 million award, which was a slight reduction. However, it was noted that the Randolph Corridor was going to receive the highest share of funds amongst the other 4 active transportation Corridor proposals recommended for award.

Thank you.

Yvette Kirrin, PE
Gateway Cities Council or Governments - Consulting Engineer

First name	Last name	Date	Day	In	Out	Hours	Project
Kirrin							
Yvette	Kirrin	07/30/2020	Thu			3.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application
NOTES: Meeting with Commerce regarding MAT invitation to meet regarding the Corridor application, the agenda to accompany it, a schedule of activities prior to the meeting, and the collateral needed (PowerPoint).							
Yvette	Kirrin	07/31/2020	Fri			3.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application
NOTES: Worked on PowerPoint for Metro Meeting regarding MAT application.							
Yvette	Kirrin	08/03/2020	Mon			3.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application
NOTES: Worked on PowerPoint for Metro Meeting regarding MAT application.							
Yvette	Kirrin	08/04/2020	Tue			2.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application
NOTES: Worked on PowerPoint for Metro Meeting regarding MAT application.							
Yvette	Kirrin	08/05/2020	Wed			2.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application
NOTES: Worked on PowerPoint for Metro Meeting regarding MAT application.							
Yvette	Kirrin	08/06/2020	Thu			3.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application
NOTES: Zoom with Daniel and Mohammad and went over presentation and criteria, and completed updates.							
Yvette	Kirrin	08/10/2020	Mon			6.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application
NOTES: Working on PowerPoint for Thursday's meeting and coordination with Commerce and other agencies regarding edits and status updates. Meeting with group to go over strategy on agency questions.							
Yvette	Kirrin	08/11/2020	Tue			2.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application
NOTES: Updates to presentation and coordination with group regarding issues within the Agenda.							

Yvette	Kirrin	08/12/2020	Wed	2.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application
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NOTES: Updates to presentation and coordination with group regarding issues within the Agenda.

Yvette	Kirrin	08/13/2020	Thu	2.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application
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NOTES: Metro Meeting - Interview.

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First name	Last name	Date	Day	In	Out	Hours	Project	Billable	Class	Service Item
Kirrin										
Yvette	Kirrin	08/24/2020	Mon			2.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application			
NOTES: Working on response to Metro for MAT application request (clarifications).										
Yvette	Kirrin	08/25/2020	Tue			2.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application			
NOTES: Working on clarification document including appropriate research and coordination with team. Zoom with Commerce to review all questions.										
Yvette	Kirrin	08/31/2020	Mon			1.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application			
NOTES: Follow up with Commerce and Metro regarding submittal clarification.										
Yvette	Kirrin	09/03/2020	Thu			2.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application			
NOTES: Discussion with Daniel and Cesar regarding responding to the additional question regarding their need to "better understand the distinct purpose & need for the improvements proposed for MAT funding, within the context of other ongoing/forthcoming active transportation efforts within the same area." Also finalized the funding clarification for funds proposed in each FY.										
Yvette	Kirrin	09/04/2020	Fri			1.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application			
NOTES: Finalized answer with Cesar and Daniel regarding the use of funds and how stand alone or enhances other projects.										
Yvette	Kirrin	09/21/2020	Mon			2.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application	Yes	Yvette Kirrin	Services
NOTES: Coordinated and drafted response for Metro request for Clarification. Provided to Commerce and HP for review and submittal.										

First name	Last name	Date	Day	In	Out	Hours	Project	Billable	Class	Service Item
Kirrin										
Yvette	Kirrin	11/02/2020	Mon			1.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application	Yes	Yvette Kirrin	Services
NOTES: Review of Metro request for updated schedule and cost.										
Yvette	Kirrin	11/05/2020	Thu			1.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application	Yes	Yvette Kirrin	Services
NOTES: Updated the schedule and cost to address Metro's request.										
Yvette	Kirrin	11/06/2020	Fri			1.00	Gateway Cities Council of Governments > Randolph Corridor MAT Application	Yes	Yvette Kirrin	Services
NOTES: Finalized coordination and edits, and provided to Daniel for Metro submission.										
						Total Hours: 3.00				

ITEM NO. 4



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

March 2, 2021

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 THIRD AMENDMENT TO AGREEMENT WITH LAN WAN ENTERPRISE, INC. FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve third amendment to agreement with LAN WAN Enterprise, Inc. for information technology support services;
2. Appropriate \$214,131.42 in account number 239-6010-451.76-15 – CDBG Fund - Wi-Fi Access Project; and
3. Authorize City Manager to execute the amendment.

BACKGROUND

The City entered into a Professional Services Agreement ("Agreement") with LAN WAN Enterprise, Inc. on December 1, 2016 to provide information technology support services and network infrastructure maintenance for City Hall, Parks and Recreation, Police and Public Works facilities. The first amendment was entered into on November 7, 2017 to include additional scope of services for general network cabling improvement. The second amendment was entered into on April 2, 2019 to increase the monthly hours from 216 hours to 347 hours, increase the hourly rate from \$108.70 to \$125.00 with an annual inflationary factor of 5% beginning the second year of the extended term of the contract, and extended the term of the agreement for an additional 5 years from the date of the amendment.

The proposed third amendment increases the current contract by \$214,131.42 to provide free public Wi-Fi connectivity at four (4) HUD income eligible City sites. Access to free internet will support distanced learning for students in the nearby low-income neighborhoods. The City will not be paying for an additional internet connection to provide internet access for residents; Lan Wan Enterprise will utilize the City's existing internet

APPROVE THIRD AMENDMENT TO AGREEMENT WITH LAN WAN ENTERPRISE, INC. FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

March 2, 2021

Page 2 of 2

connection to feed the four sites with internet services. The City's internet bandwidth will accommodate the four sites.

This method involves relaying radio signals throughout parts of the City via a series of access points or radio antennas, each of which is connected to at least two other transmitters. Mesh networks provide reliable user connections and are also faster to build and less expensive to run than the hub and spoke configurations. Weatherproof and temperature hardened, Aruba Series access points will be installed to deliver the highest Wi-Fi 6 performance in outdoor and environmentally challenging locations. The high-performance and high-power Access Points deliver maximum range and 4x4:4SS MU-MIMO capability.

In addition to network-related maintenance and support, LAN WAN may provide additional project-based IT services that are separate from the scope of this agreement. Such project-based work will be performed following solicitation of bids from multiple vendors, as required in the City's procurement policies.

Because the City will use U.S. Department of Housing and Urban Development Community Development Block Grant funds, the Agreement is further amended to require LAN WAN to comply with the relevant federal statutes and regulations. The final scope of services shall be as determined by the agreement between LAN WAN and the City Manager.

FISCAL IMPACT/FINANCING

It is recommended that the City Council approve a budget appropriation in the amount of \$214,131.42 in account number 239-6010-451.76-15 – CDBG Fund - Wi-Fi Access Project for a one-time project expenditure for FY 2020-2021.

CONCLUSION

Upon approval, the City Manager will execute the amendment to the agreement with LAN WAN Enterprise, Inc. for information technology support services.

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Third amendment to agreement with LAN WAN Enterprise, Inc.
- B. Master agreement with LAN WAN Enterprise, Inc.
- C. Project Description

ATTACHMENT A

**THIRD AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This Third Amendment to the Agreement for Professional Services ("Third Amendment") is entered into as of January 19, 2021, and is to that certain Agreement for Professional Services by and between the City of Huntington Park, a California municipal corporation ("City") and Lan Wan Enterprises, Inc., a California Corporation ("Consultant") (collectively referred to as "Parties") dated December 1, 2016 ("Agreement").

RECITALS

- A. On December 1, 2016, City and Consultant entered into the Agreement for professional services to perform general technology, networking and IT services for the City and its various facilities.
- B. On November 7, 2017, the Parties entered into a First Amendment to the Agreement.
- C. On April 2, 2019, the Parties entered into a Second Amendment to the Agreement.
- D. Pursuant to the Agreement, the Parties may only modify the Agreement by a writing signed by both Parties.
- E. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time, and the regulations promulgated thereunder 24 CFR Sections 570 et seq.
- F. CDBG funds may be used to install wiring, fiber optic cables, and permanently affixed equipment such as receivers for areas to receive broadband/internet access.
- G. The City desires to provide free public Wi-Fi connectivity at four (4) HUD income eligible City sites (the "Additional Services").
- H. City desires to provide additional compensation to the Consultant for Additional Services, and Consultant desires to perform Additional Services pursuant the Agreement.

Now, therefore, and for good consideration, the Parties agree to modify the Agreement as follows:

Section 1. The City shall pay the Consultant an additional amount not to exceed Two Hundred Fourteen Thousand One Hundred Thirty One Dollars and Forty Two Cents (\$214,131.42) for the additional services provided in Attachment No. 1 to this Third Amendment, and shall be in addition to the Statement of Work in Exhibit A of the Agreement. The additional compensation shall be in addition to the existing maximum compensation amount. Section 2.1.1 of the Agreement is hereby added to read as follows:

2.1 In addition to the Not-to-Exceed Sum in Section 2.1, for the provision of free public Wi-Fi connectivity at four (4) HUD income eligible City sites, as further described in Attachment No. 1, City agrees to pay to Consultant additional compensation in an amount not-to-exceed Two Hundred Fourteen Thousand One Hundred Thirty One Dollars and Forty Two Cents (\$214,131.42).

Section 2. Section 8.15 of the Agreement is hereby added to read as follows:

8.15 Labor Compliance. Because this project is subject to the provisions of State and Federal law governing public works contracts, all pertinent statutes and regulations are hereby incorporated by reference into this document as if set forth in their entirety, including Copeland Anti-Kickback Act requirements of 29 CFR part 3, Davis-Bacon and Related Act requirements of 29 CFR parts 1, 3, and 5, Contract Work Hours and Safety Standards Act requirements of Section 107, 40 U.S.C. § 333 and 29 CFR part 1926, and all applicable standards, orders, or requirements issued under §306 of the Clean Air Act and §508 of the Clean Water Act. Consultant and Sub-consultants by entering into, or performing work under, this project agree to comply with all provisions of the law that apply to public works. It is the responsibility of the Consultant to obtain and adhere to the latest edition of the statutes and regulations.


Section 3. Attachment No. 1, entitled "Scope of Services", is hereby added to the Agreement to read as set forth in the attachments to this Third Amendment, which is hereby incorporated into the Agreement in full by this reference.

Section 4. Except as expressly modified or supplemented by this Third Amendment, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the provisions of the Agreement, the provisions of this Third Amendment shall control.

The Parties, through their respective authorized representatives, are signing this Third Amendment on the date stated in the introductory clause.

IN WITNESS WHEREOF, the City of Huntington Park (City) has caused this Third Amendment to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk, and by Lan Wan Enterprises, Inc. (Consultant) by its authorized officer.

LAN WAN ENTERPRISES, INC.



Rami Dababneh, Executive VP

ATTEST

Sergio Infanzon, Acting City Clerk

CITY OF HUNTINGTON PARK

Ricardo Reyes, City Manager

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of December 1, 2016, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and LAN WAN ENTERPRISE, INC., a California corporation ("Consultant"). For the purposes of this Agreement, the City and the Consultant may be referred to collectively by the capitalized term "Parties". The capitalized term "Party" may refer to the City and the Consultant interchangeably.

NOW THEREFORE, the Parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to network support and maintenance, as specified in the Statement of Work ("SOW") attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services" or "Work").

Changes and Additions to Statement of Work. The Parties may agree to have the Consultant, or any other service provider, complete work not specified within the SOW ("Extra Work"). Hourly rates for such Extra Work will be negotiated separately and shall be dependent upon the project scope. Prior to commencing Extra Work, the Consultant shall provide the City with an itemized estimate, including estimates for time and labor. Additionally, the Consultant must secure the City's written authorization to complete Extra Work prior to commencing such work. The City will not be liable for payment related to any Extra Work completed prior to securing the City's written authorization. It is understood by both Parties that oral requests and/or approvals of such Extra Work or additional compensation shall be barred and are unenforceable. The executed written authorization for Extra Work shall be considered an addendum to this Agreement. However, the Consultant does not have the exclusive right to complete any Extra Work. The City reserves the right to select any service provider, including the Consultant, to complete Extra Work. Invoices for Extra Work must comply with the invoice requirements contained in Section 2.2 of this Agreement.

Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the Work to be performed, (b) it has investigated the nature and factual context of the Work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the Work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement.

Standard of Performance. Consultant agrees that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the Services herein shall be consistent with industry standards, fit for the purpose intended.

Use of Subcontractors. Consultant shall not contract with any entity to perform in whole or in part, the Work and Services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void. Additionally, the Consultant agrees its use of any Subcontractor(s) will be subject to the following requirements, in addition to any other applicable provisions in this Agreement:

- (a) In no event will the Consultant be relieved of its obligations under this Agreement as a result of its use of any Subcontractors. If the City determines that the performance or conduct of any Subcontractor is unsatisfactory, the City may notify the Consultant in writing of the Subcontractor's unsatisfactory performance and the City's justification for judgment. Following receipt of this notification, the Consultant will promptly take all necessary actions to remedy the performance or conduct of such Subcontractor, or replace such a Subcontractor by another third party or by the Consultant's personnel. The replacement of a previously approved Subcontractor with a new third party shall require the City's written consent. Pursuant to Section 5 of this Agreement, the Consultant shall indemnify the City for any and all Claims resulting from a Subcontractor's performance of or failure to perform any Services under this Agreement.
- (b) The Consultant will ensure that each Subcontractor has obtained and maintains all licenses, including business licenses, required in connection with the Services for which such Subcontractor is responsible.
- (c) The Consultant agrees that it will continue throughout the term of this Agreement to retain the Subcontractors identified in the list of key Subcontractors, and that such persons will continue to provide the Services initially provided, unless the Consultant has obtained the City's prior written consent to any changes. The following is a list of key Subcontractors that the Consultant will use for the delivery of the Services:
 - Subcontractor A – [Consultant to provide to City's Representative]
 - Subcontractor B – [Consultant to provide to City's Representative]
 - Subcontractor C – [Consultant to provide to City's Representative]

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit C (the "Contract Price"). Consultant's total compensation during the term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$846,000 (hereinafter the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Council acting in consultation with the City Manager and Director of Finance. Any such increase in the budgeted aggregate sum must be memorialized in an amendment to this Agreement setting forth the terms of the increase. In the event that the Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the term or any single extension term, the City may suspend the Consultant's performance pending City approval of any anticipated expenditures in

excess of the Not-to-Exceed Sum or any other City-approved amendment to the fees and payment terms of this Agreement. Except as otherwise expressly stated in this Agreement, the City will not pay the Consultant any additional fees, reimbursements or expenses for labor and general business expenses (including travel, meals and overhead expenses) for the Services and other obligations of the Consultant hereunder.

2.2 Method of Payment and Invoices. Unless subject to a dispute as provided in Section 2.3, invoices are payable within forty-five (45) calendar days after receipt of a correct invoice that complies with the requirements of this Agreement. Unless otherwise provided in the Fee Schedule, the Consultant shall submit to City no later than the fifteenth (15th) working day following the last day of the month during which the Services were provided, in the form approved by City. Any charges added for a particular invoice period following the invoice deadline will be improper and void, and the City will not be obligated to pay any such amounts, and will not be deemed to be in breach in the event that the City refuses to pay such amounts. Notwithstanding the foregoing, the Consultant may refund any overcharges with respect to any invoice at any time.

Invoices shall describe in detail, the Services performed, including time and materials, the specific equipment that was serviced, the date of performance and the associated time for completion for each task. Block billing, which is the practice of assigning a one-time charge to multiple tasks, is prohibited.

2.3 Disputed Amounts. The City may withhold payment of any portion of a Consultant invoice that the City in good faith disputes as due, owing or part of an invoice that does not comply with the invoice detail requirements included in Section 2.2 of this Agreement. In such case, if the City objects to any portion of an invoice, the City shall notify the Consultant of the City's objection in writing and set forth the grounds therefore within twenty-one (21) days of the date of receipt of the invoice, and the Parties immediately shall make every reasonable effort to settle the disputed portion of the invoice. The City will pay any undisputed amounts and provide to the Consultant a written explanation of the basis for the disputes as to the disputed amounts within the time set forth above for the payment of undisputed invoices. The failure of the City to pay the disputed part of an invoice will not constitute a breach or default by the City, so long as the City complies with the provisions of this Section 2.3. All of the Consultant's obligations under this Agreement will continue unabated during the dispute resolution process.

SECTION THREE: TERM AND TERMINATION

3.1 Term and Effective Date. The term of this Agreement shall be three (3) years from the Effective Date of this Agreement, unless terminated in accordance with the provisions of this Agreement. The Effective Date shall be the date this Agreement is fully executed by both Parties.

3.2 Termination Prior to Expiration of Term. This Agreement may be terminated, prior to the expiration of its term, only in the following manner:

- (a) By the written mutual agreement of the Parties hereto; or

(b) By the Consultant, with cause, upon thirty (30) days written notice to the City, and compliance with this Section 3.3 of this Agreement; or

(c) By the City, with cause, upon thirty (30) days written notice to the Consultant, pursuant to this Section 3.3 of this Agreement.

3.3 Termination for Cause. If a Party provides a notice of termination for cause, the Party that is not in breach may terminate this Agreement on the date specified in the written notice of termination if the Party in breach of contract does not resolve the breach within thirty (30) days of receipt of written notice.

The non-breaching Party may withdraw its written notice of termination within five (5) business days of delivering such notice to the other Party. If the Consultant is the breaching Party, the City may also extend the period during which the Consultant will continue to provide the Services (in whole or part) to allow for any delay in the termination plan schedule or a later effective date of termination.

The City shall pay the Consultant for Services performed through the effective date of termination.

The terminating Party shall have all rights and remedies generally afforded by law or equity, subject to the limitations expressed in this Agreement. Such termination will proceed in an orderly manner, as soon as practical or in accordance with the schedule agreed to by the City and the Consultant.

3.4 Events of Breach. "Events of Breach" and the occurrence of any one or more of such Events of Breach shall constitute a breach of this Agreement that shall afford the non-breaching Party, as applicable, the rights and remedies detailed in Section 3.3 of this Agreement. Events that constitute Events of Breach are:

- (a) The Consultant fails to achieve any material SLR in a manner that is consistent with the SOW.
- (b) The Consultant fails to achieve any SLR for three consecutive months or three in any twelve-month period.
- (c) The Consultant's breach of any of the warranties documented in Article 9, or any of its other obligations under this Agreement that is not resolved within thirty (30) calendar days following receipt of written notice of such a breach.
- (d) The Consultant fails to maintain insurance coverage as specified in Section 9 provided that the Consultant does not resolve such failure within thirty (30) calendar days following receipt of written notice of such failure.
- (e) The City fails to make any undisputed payment within forty-five (45) calendar days after the City has received written notice of such failure.

SECTION FOUR: COORDINATION OF WORK

4.1 Consultant's Key Personnel. Each of the Key Personnel is designated in, and shall have the functions assigned to him or her as set forth in, Exhibit B – Key Personnel. Exhibit B may be modified from time to time in accordance with this Agreement and shall be deemed modified upon:

(a) The City's designation in writing of acceptance of additional or replacement of Key Personnel

(b) Any approved replacement or substitution of a new person for any Key Personnel by both Parties

4.2 Contract Officer. The Contract Officer shall be the City Manager or such other person as may be designated by the City Manager. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

SECTION FIVE: INDEMNIFICATION

5.1 Indemnification. The City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to the Consultant or any other person for, and the Consultant shall indemnify, defend and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of the Consultant, its agents, officers, directors, Subcontractors or employees, committed in performing any of the services under this Agreement, or resulting from a Subcontractor's performance of or failure to perform any services under this Agreement, but excluding such Claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

- (a) Consultant shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- (b) Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such Claims or liabilities.
- (c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other Claims arising out of or

in connection with the Consultant's and/or a Subcontractor's performance or failure to perform any Services under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION SIX: RECORDS AND REPORTS.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the Services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such Services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records. The Consultant shall maintain such books and records and make them available to the Contractor Officer for inspection and audit at mutually convenient times for a period of three (3) years from this Agreement's date of termination.

6.3 Ownership of Documents. All findings, information, data, drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, Subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all Subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

SECTION SEVEN: CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

7.1. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. The Consultant and its employees, contractors (including Subcontractors), and agents will use this confidential information only for the purposes of performing the Contractor's obligations under this Agreement. The Consultant will implement and maintain appropriate policies and procedures to safeguard the confidentiality of the City's confidential information. The Consultant acknowledges and agrees to contractually bind its Subcontractors to comply with the same confidentiality requirements to which the Consultant is bound under this Agreement. The Consultant, its officers, employees, agents, or Subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project

or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Consultant shall promptly notify the City should Consultant, its officers, employees, agents, or Subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

7.3 Regardless of the form of any formal agreement that the Consultant has signed with its employees, contractors (including Subcontractors), and agents, the Consultant will retain liability for all breaches of this Agreement and for acts of omissions and/or unauthorized use or disclosure of the City's confidential information by its officers, employees, contractors (including Subcontractors), agents and the like.

7.4 The Parties' obligations of nondisclosure and confidentiality with respect to the other Party's confidential information will survive the expiration or termination of this Agreement for a period of five (5) years from the expiration or termination of this Agreement.

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all Work and Services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. However, the Parties may agree to submit any dispute to non-binding arbitration.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor. The injured Party shall continue performing its obligations hereunder so long as the injuring Party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

8.8 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.9 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.10 Attorney's Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

8.11 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.12 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

8.13 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.14 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by the Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such written consent shall be void and of no effect.

SECTION NINE: INSURANCE

9.1 Required Insurance Coverage. During the term, and for such other periods as may be required herein, at its sole expense, the Consultant will provide and maintain insurance that is consistent with acceptable and prudent business practices, including, at a minimum,

coverage with an insurance company admitted to do business in California, consistent with the rating requirements contained below, and be approve in writing the City. The following coverage is the minimum required. All limits are per occurrence unless otherwise specified.

	<u>LIMITS</u>
A. Workers Compensation Endorsement	Statutory
(i) Voluntary Compensation Endorsement	
(ii) Waiver of Subrogation, specifically name the City of Huntington Park (Please see attached supplement)	
B. Automobile Liability – covering owned, non-owned and hired auto	\$1,000,000
C. Commercial General Liability, including the following coverage	\$1,000,000
(i) Premises and Operations	
(ii) Contractual (Blanket/Schedule)	
(iii) Independent Contractors	
(iv) Products/Completed Operations	
(v) Personal Injury	
(vi) Additional Insured Endorsements, specifically naming the City of Huntington Park (Please see attached supplement)	
(vii) Cyber security	
D. Professional Liability Insurance	\$2,000,000
*Claims-made policy: continuous coverage for at least one (1) year after contract completion, or one (1) year extended reporting period beginning after contract completion	
E. Errors and Omissions	\$1,000,000
F. Cyber Liability Insurance	\$1,000,000
*including but not limited to information security and privacy liability; privacy breach response services.	

INSURANCE COMPANIES WHICH DO NOT HAVE AN AM BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT IV, MUST BE REVIEWED FOR ACCEPTABILITY BY THE DIRECTOR OF FINANCE.

9.2 Evidence of Insurance. Concurrent with the Effective Date, and thereafter at the City's request, the Consultant will deliver to the City certificates of insurance evidencing the insurance required hereunder, together with appropriate and separate endorsements.

9.3 Endorsements. The commercial general liability insurance policy and automobile insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Huntington Park and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect

to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to the City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects to the City of Huntington Park, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Huntington Park shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided by the City of Huntington Park, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) The Workers' Compensation policy shall provide a waiver of subrogation in favor of the City.

9.4. Ratings Requirements. All providers of insurance will have an A.M. Best Company rating of A- and a Financial Size Category of IV or better, unless otherwise approved in writing by the Director of Finance.

9.5 Non-limiting. Nothing in Section 9 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

9.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000, approved by the City.

SECTION TEN: GENERAL WARRANTY DISCLAIMER

Except as expressly stated in this agreement, neither Party makes any express warranties to the other, nor does each Party excludes all implied warranties or covenants, including, but not limited to, the implied warranties or covenants of merchantability and fitness for a particular purpose.

10.1. Consultant Representations, Warranties, and Covenants. The Consultant represents and warrants to the City that:

- (a) it is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification;
- (b) it has all necessary rights, powers, and authority to enter into and perform this Agreement and to bind its City with respect to the same, and the execution, delivery, and performance of this Agreement by the Consultant have been duly authorized by all necessary corporate actions;
- (c) the execution and performance of this Agreement by the Consultant shall not violate any law, statute or regulation, and shall not breach any agreement, covenant, court order, judgment or decree to which the Consultant is a party or by which it is bound;
- (d) it has, and promises that it shall maintain, in effect, all governmental licenses and permits necessary for it to provide the Services contemplated by this Agreement;
- (e) it owns or leases and promises that it shall own or lease, free and clear of all liens and encumbrances, other than lessors' interests, or security interests of the Consultant's lenders, all rights, titles, and interests in and to the tangible property and technology and the like that the Consultant intends to use or uses to provide the Services, and in and to the related patent, copyright, trademark, and other proprietary rights, or has received appropriate licenses, leases or other rights from third parties to permit such use;
- (f) this Agreement constitutes a valid, binding and enforceable obligation of the Consultant;
- (g) Consultant, and its Subcontractors, has obtained or agrees to apply prior to performing any Services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by the City. No payments shall be made to Consultant until such business license(s) has been obtained;
- (h) it has the skills, resources and expertise to provide all Services in accordance with the terms of this Agreement and associated SOW;
- (i) without limiting the generality of the foregoing, all Services and Extra Work provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity provided, however, that where this Agreement specifies a particular standard or criteria for performance, including, without limitation, applicable SLRs as defined in the SOW, this warranty is not intended to and does not diminish or supersede that standard or criteria for performance;
- (j) it represents and warrants to the City that it is in compliance with the City's Conflicts of Interest Code (City of Huntington Park Resolution No. 2016-09 that incorporates

by reference 2 Cal. Code of Regs. Section 18730) and that it conducts its business in a manner that is consistent with this City policy;

- (k) it represents and warrants to the City that, as of the Effective Date, there is no pending or anticipated claim, suit or proceeding that involves the Consultant or any of its affiliates or Subcontractors that might adversely affect the Consultant's ability to perform its obligations under this Agreement. The Consultant shall notify the City within seven (7) calendar days of the Consultant's knowledge of any such actual or anticipated claim, suit or proceeding;
- (l) it represents and warrants to the City that, to the best of the knowledge of those Consultant personnel responsible for creating and/or approving the Consultant's technical proposal and solution, the use of any services, techniques or products provided or used by the Consultant to provide the Services does not and shall not infringe upon any third party's patent, trademark, copyright or other intellectual-property rights, nor make use of any misappropriated trade secrets;
- (m) it shall comply with any laws, ordinances, statutes, rules, regulations, or orders of governmental or regulatory authorities to which it is subject, and shall obtain any licenses, permits, franchises, or other governmental authorizations necessary for the ownership of its properties or the conduct of its business, of which violation or failure, either individually or in the aggregate, might materially and adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, and the performance of its obligations hereunder;
- (n) it acknowledges that, except with respect to assumptions specifically set forth in this Agreement, it has been provided with sufficient time and access to the City's facilities, information and personnel, to conduct and perform a thorough due diligence of the City's operations and business requirements and the City's assets currently used by the City in currently providing such services. In light of the foregoing, except with respect to assumptions specifically set forth in this Agreement, the Consultant will not seek any adjustment in the fees based on any incorrect assumptions made by the Consultant in arriving at the fees;
- (o) it shall implement and leverage industry best practices to identify, screen and prevent incidents, and shall not introduce, any Disabling Device in hardware, software or other resources used by the Consultant, City or any third party in connection with the Services. A "Disabling Device" can be — not limited to — any virus, restrictive code, malware, spyware, timer, clock, counter, time lock, time bomb, Trojan worm, file infector, boot sector infector or other limiting design, instruction or routine and surveillance software, routines, data gathering, or collecting software or devices that could, if triggered, erase data or programming, have an adverse impact on the Services, or cause the hardware, software or other resources to become inoperable or otherwise incapable of being used in the full manner for which such hardware, software or other resources were intended to be used, or that collect data or information. To the extent caused by the Consultant's failure to perform its obligations relative to non-introduction, identification, screening and prevention of

Disabling Devices, the Consultant shall, at no cost or expense to the City, and with minimal adverse impact to the Services or any other services, reduce and/or eliminate the effects of any Disabling Device, including, without limitation, by restoring any lost data and/or software programming.

10.2 City's Representations, Warranties, and Covenants. The City represents and warrants to the Consultant that:

- (a) it has all necessary rights, powers and authority to enter into and perform this Agreement, and that the execution, delivery and performance of this Agreement by the City has been duly authorized by all necessary corporate action; and
- (b) The City does not make any representation or warranty with respect to the Services, the City Equipment or any component thereof. All hardware, software, networks, and other assets made available or conveyed by the City to the Consultant under this Agreement are made available or conveyed to the Consultant "as is, where is and with all faults," and there are no representations or warranties of any kind with respect to the condition, capabilities or other attributes of such items.

SECTION ELEVEN: MISCELLANEOUS

11.1 Notices. Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK
Attention: City Manager
6550 Miles Avenue
Huntington Park, CA 90255

To Consultant: LAN WAN ENTERPRISE, INC.
17500 Red Hill Ave. Suite 120
Irvine, CA 92614-5680

11.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement.

11.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of

this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the Parties hereto.

11.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

11.5 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

11.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.7. Entire Agreement. This Agreement, including all Exhibits and Addenda hereto, contains the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the Parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either Party unless made in writing and executed by the Consultant and the City.

11.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be executed in either original or faxed form, and the Parties hereby adopt as original any signatures received via facsimile.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:

CONSULTANT:

CITY OF HUNTINGTON PARK


LAN WAN ENTERPRISE, INC.

By: 
City Manager
Edgar Cisneros

By: 
Rami Dababneh
LAN WAN Enterprise

Feb 13 2017

ATTEST:

By: 
City Clerk
City of Huntington Park

**APPROVED AT TO FORM
ALVAREZ-GLASMAN & COLVIN**


By: 
Noel Tapia
Assistant City Attorney
City of Huntington Park

EXHIBIT A – STATEMENT OF WORK

1. General Responsibilities and Expectations

- LANWAN will provide services and supporting processes that support the City's business needs, technical requirements, and end-user requirements in a responsible, responsive, and economical manner.
- LANWAN will comply with City's business practices, policies, standards, and regulatory requirements applicable and relating to procurement, internal controls, and expectations as to invoice processing, information systems, personnel, and physical/technical security.
- LANWAN will work with staff to develop, implement, and maintain a standards and procedures manual that will be used in the delivery of all services. The manual will clearly indicate the roles and responsibilities and performance measures between LANWAN and the City.
- LANWAN will report performance against Service Level Requirements (SLRs).
- LANWAN will coordinate all changes to the IT system that may affect the SLR.
- LANWAN will adhere to service management best practices and key performance indicators.
- LANWAN will assist the City in executing its top business priorities in using technology to transform its business practices.
- LANWAN will work with the City to ensure that it optimizes the investment that it makes with respect to information technology and that these investments are leveraged towards the advancement of the City's business functions.
- Provide staff that is capably aligned to support the City's priorities.
- LANWAN will use an internal online service ticket system where each request for service is inputted. The inputted information will describe the nature of the issue, the action taken by LANWAN to address the issue and the status of the corrective action taken. The City's Representative shall have access to the internal online service ticket system at all times.
- LANWAN shall have an emergency telephone number for the City's use in the event an urgent service request is necessary outside of LANWAN's standard office hours and during the weekend. This telephone number shall be available twenty-four (24) hours a day.
- At the City's discretion, LANWAN shall install and implement a new state of the art VOIP telephone system and new telephones at no additional cost to the City. LANWAN will provide the monthly telephone service at the rate the City currently pays for its monthly telephone service.

2. Hours of Operation

LANWAN will provide technical support consistent with the City and Police Department's calendar and hours of operations specified below:

- Standard office hours are 7:30 AM to 6:00 PM, Monday through Thursday.
- The Police Department on-site staffing requirements will be thirty (30) hours per week, unless modified by the Chief of Police or by the Police Department designee due to work completed during after-hours periods.
- Staffing for other departments will be twenty-four (24) hours per week, unless modified by the City's Representative due to work completed during after-hours periods.
- LANWAN's technical/operational resources shall be made available during extended hours for both regularly-scheduled and special city council and commission meetings.
- LANWAN will coordinate with City staff the scheduling of system maintenance activities during after-hour periods, weekends (Fridays, Saturdays, and Sundays) and scheduled holidays. Future work schedules shall be reduced by an amount equal to any work completed during after-hour periods. All work completed within the SOW shall be completed within the 216 monthly scheduled hours.

3. City Locations

LANWAN will provide the services specified in this Statement of Work at the City Locations listed below:

- Huntington Park City Hall
6550 Miles Avenue
Huntington Park, CA 90255
- Huntington Park Police Department
6542 Miles Avenue
Huntington Park, CA 90255
- Public Works Yard
6900 Bissel Avenue
Huntington Park, CA 90255
- Parks and Recreation Department/Salt Lake Park
3401 Florence Avenue
Huntington Park, CA 90255
- Huntington Park Community Center
6925 Salt Lake Avenue
Huntington Park, CA 90255
- Raul R. Perez Memorial Park Community Center
6208 Alameda Street
Huntington Park, CA 90255
- Freedom Park Community Center
3801 E. 61st Street
Huntington Park, CA 90255

4. Service Level Monitoring and Reporting

LANWAN will report system management information (i.e. performance metrics, system accounting information related to the City of Huntington Park) to the City's Representative in an agreed-upon format effective immediately upon execution of this Agreement;

- LANWAN will engage and provide information as to remote monitoring services through a network operations center acceptable to the City's Representative and which will be immediately effective upon execution of this Agreement. Remote monitoring services are not intended to be billed at the City's hourly rate but rather at the set per month cost included in the overall monthly contract cost.
- LANWAN will implement a documented ticketed service request acceptable to the City's Representative and which will be immediately effective upon execution of this Agreement.
- Develop, document and maintain in the standards process and procedures manual service-level monitoring and reporting procedures that meet requirements specified in the Service Level Requirements, and adhere to defined policies.
- Report on system level performance and improvement results.
- Coordinate system level monitoring and reporting with City's Representative and third parties.
- Measure, analyze and provide management reports on overall system performance.
- Provide monthly listing of service requests and delated resolutions including root cause analysis when applicable.
- Provide City access to performance and system level performance data.
- Reporting must be in a written format acceptable to the City's Representative and must be provided directly to City's Representative with each invoice for payment of monthly service charges.

5. Performance Management

LANWAN will provide activities associated with the maintenance of IT service components for optimal performance. This process includes:

- Monitoring of performance and throughput of IT services and supporting IT components.
- Assessing the results of the performance reports.
- Conducting trending analysis.
- Performing IT service component maintenance.
- Work with the City's Representative to in executing upon improvement plans agreed upon by the City.

6. Capacity Management

LANWAN will provide activities associated with ensuring that the capacity of the IT services matches the evolving demands of City business in the most cost-effective and timely manner. The process encompasses the following:

- Monitoring of performance and throughput of IT services and supporting IT components.
- Understanding current demands and forecasting for future requirements.
- Developing capacity plans which will meet demand and SLRs.
- Developing modeling and conducting simulations to manage capacity.
- Conducting risk assessment of capacity recommendations.
- Developing and implementing a capacity plan.
- Undertaking tuning activities.

7. Backup and Recovery

LANWAN must execute ongoing backup and recovery services without reliance on City staff to assist, and in accordance with the City's schedules and requirements. The LANWAN must demonstrate that it will consistently meet or exceed the City's backup and recovery requirements.

8. IT Service Continuity and Disaster Recovery

LANWAN will perform activities associated with providing such services for City applications, and their associated infrastructure (e.g., CPU, servers, network, data and output devices, end-user devices) and for City voice network services, provided the City directs LANWAN to install and implement a new VOIP telephone system. City applications, associated infrastructure and voice network devices will receive disaster recovery services according to City's business continuity plan. LANWAN must demonstrate that it will consistently meet or exceed City's IT service continuity and DR services requirements.

9. Security

LANWAN will provide services associated with maintaining physical and logical security of all IT service components (hardware and software) and data, virus protection, access protection and other security services in compliance with City requirements.

10. Change Management

LANWAN will provide services and activities required to ensure that standardized methods and procedures are used for efficient and prompt handling of all changes, in order to minimize the impact of change upon service quality and consequently to improve the day-to-day operations of City. They cover all aspects of managing the introduction and implementation of all changes affecting all IT service components and in any of the management processes, tools and methodologies designed and utilized to support the IT service components.

The change management processes and activities are inter-related and complementary with release configuration incident, and problem management. This process includes the following:

- Determining metrics for measuring effectiveness of a change
- Request for change (RFC) process
- Recording/tracking process
- Prioritization process
- Responsibility assignment process
- Impact/risk assessment process
- Participation in IT service continuity and DR planning
- Review/approval process
- Establishing and managing the schedule of approved changes
- Implementation process
- Verification (test) process
- Closure process

11. Configuration Management

LANWAN will provide activities and services associated with providing a logical model of a IT service devices or assets (including software licenses) and their relationships. This is accomplished by identifying, controlling, maintaining, and verifying installed hardware, software, and documentation (i.e. maintenance contracts, SLA documents, etc.). The goal is to account for all IT assets and configurations; provide accurate information on configurations; provide a sound basis for incident, problem, change, and release management; and to verify configuration records against the infrastructure and correct any exceptions.

12. Acquisition and Management

LANWAN will provide services and activities associated with the pricing, evaluation (technical and costing), selection and acquisition of new and upgraded IT service components (e.g., hardware, software, circuits). All acquisitions must conform to the City's procurement practices will full documentation provided to the City's Representative.

13. Asset Management

LANWAN will provide services associated with the ongoing management and tracking of the life cycle of existing, IT service components (e.g., hardware, software and software licenses, maintenance, circuits) and their attributes (i.e., location, costs, depreciation, contracts, vendor, serial numbers, etc.). It is expected that LANWAN will provide

documentation consistent with the City's requirement for asset reporting upon provision of a purchase order and payment of invoice. No payment for product will be made without the provision of such documentation to the City's Representative.

14. **Software License Management**

LANWAN will provide services and activities associated with the identification, acquisition and disposal as well as ongoing management and tracking of software and their corresponding licenses. It is expected that LANWAN will maintain all records, fully documented and up-to-date in a manner acceptable to City's Representative. All documentation is to be immediately available upon request. The City's licensed software is listed in the following table.

List of Software Licenses

Vendor	Software
Tritech	Vision Mobile RMS FBR CAD
LA County Sherriff's Department	Prelims ePCD CalPhoto Coplink
3M	Boss 3M ALPR
Microsoft	Windows Workstation Windows Server MS Office E-Mail (Exchange)
Network Solutions	Public domain names
Go Daddy	Webhosting
Veritas	Backup Exec
SunGard	Naviline DMS QRep
ITron	MVRS
Adobe	Adobe Acrobat
Vermont Systems, Inc.	RecTrac
EJ Ward	W4 Fuel View
Utility Manager	Utility Manager
Wondershare	Wondershare
Bit Defender	Bit Defender Antivirus
2FA	2FA
Netmotion	Netmotion
AdioLog	AdioLog
Bluecheck	Bluecheck

Crime View	Crime View
TMS	TMS
VeriPic	VeriPic
Plantir	Plantir
Scene PD	Scene PD
Smart Justic	Smart Justic
Vantage Point (GIS)	Vantage Point (GIS)

14. Integration

LANWAN will provide services associated with ensuring that all individual IT components configured with or added to the IT environment work together cohesively to achieve the intended results with regards to the City's ability to perform its business operations. Specific attention should be focused on the Police and Finance Departments as they represent the two departments with the highest demand on IT-supported business functions.

15. Implementation and Migration

LANWAN will provide services that support the installation of new and upgraded IT components (e.g., hardware, software [operating system] and network components) based on adopted City policies. The focus of this task is to ensure the advancement of the City's IT infrastructure in order to support its ongoing and evolving business operations.

16. Incident Management

LANWAN will provide services and activities associated with restoring normal service/business operations as quickly as possible in order to minimize adverse impacts on the City's operations. The primary activities of Incident Management process include:

- Incident detection and recording
- Incident classification and initial support
- Incident investigation and diagnosis
- Incident escalation
- Incident resolution and recovery
- Incident closure

Notification of all incidents and subsequent resolution relating to the Police Department must be provided immediately as follows:

Name:	
Title:	
Email:	
Work Phone:	
Cell Phone:	

Notification of all incidents and subsequent resolution relating to Departments other than the Police Department must be provided immediately to the City's Representative as follows:

Name:	
Title:	
Email:	
Work Phone:	
Cell Phone:	

17. Service Level Requirements

It is expected that LANWAN will meet or exceed the response/resolution as outlined in the table below:

Service Level Requirements

Severity Level	Definition	Response Time	Resolution Target
<u>1. Critical</u> High impact	The failure affects the City's ability to conduct business and/or ability to provide services. No feasible alternative workarounds.	2 hour	8 hours
<u>2. Urgent</u> Potentially high impact	An incident that affects multiple customers or a department and has the potential to cause a significant business impact. Potential workarounds are not readily available.	4 hours	24 hours
<u>3. Routine</u> Moderate impact	Incident with immediate and moderate impact levels. Typically consists of a localized problem with available workarounds that can easily be implemented.	8 hours	24 to 48 hours
<u>4. General</u> Low/no impact	Incidents with low impact levels on the City's operations. Typically affects a single individual or the individual presents an issue with minimal or no business impacts such as (but not limited to) routine maintenance, software request, schedule hardware installations/disposals, and advisory questions.	24 hours	48 to 72 hours
<u>5. Planned Task</u> Low/no impact	Service request has pre-determined date. Typically scheduled to minimize impact on business operations.	Scheduled date	48 to 120 hours

18. Problem Management Services

LANWAN will provide these services in order to minimize adverse business impacts caused by errors within the IT infrastructures and to prevent the recurrence of such error-related incidents by determining the incidents' underlying cause. This also includes ensuring that appropriate actions are taken to correct or improve the situation resulting from the initial error.

LANWAN will provide reactive problem management services by diagnosing and solving problems in response to one or more incidents that have been reported through incident management. Provide proactive problem management to identify and solve problems and known errors before incidents occur, including performing predictive

analysis activities, where practical, to identify potential future problems, develop recommended mitigation plans, and implement approved corrective mitigation actions and processes. The LANWAN will also maintain, update and disseminate information about problems and the appropriate workarounds and resolutions, so that the number and impact of incidents occurring within City's IT infrastructure is reduced over time.

The major activities of problem management are:

- Problem control
- Error control
- Proactive prevention of problems
- Performing major problem reviews
- Providing problem management reporting

LANWAN shall provide problem management services for all identified problems that are determined to be related to IT systems and services under its control. LANWAN shall also provide coordination and assistance to City and third-party vendors in performing their problem management process and shall be responsible for ensuring that the resolutions to the problems are implemented through the appropriate control procedures, especially change management and release management. LANWAN must coordinate problem management activities with the City's staff and third-party vendors responsible for performing configuration management, availability management, capacity management, it service continuity management and service-level management activities.

19 Operations and Administration

Operations and Administration Services are the activities associated with providing a stable IT Infrastructure, and with effectively and efficiently performing procedures to ensure IT services meet SLR targets and requirements.

20. Maintenance

Maintenance Services are the activities associated with the maintenance and repair of hardware, software and networks to include "break/fix" services. Installed platform and product version levels are not to be more than one version behind the current commercial release, unless coordinated with City architectural standards committee.

21. Technology Refreshment and Replenishment

Technology Refreshment and Replenishment (TR&R) services are the activities associated with modernizing the IT environment on a continual basis, to ensure that the system components stay current with evolving industry-standard technology platforms.

EXHIBIT B – LANWAN ENTERPRISES KEY PERSONNEL

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

EXHIBIT C – FEE SCHEDULE

CONTRACT PRICE

Contractor's total compensation for the performance and completion of all of the work specified in the SOW, and attached hereto as Exhibit A, shall not exceed the total contractual sum of \$846,000 (the "Contract Price").

The Parties agree that the Contract Price includes compensation for all labor and materials, tools, supplies, equipment, business licenses that are customary and necessary to competently carry out the work required, and in a manner that is consistent with the Contractor's line of business.

The Contract Price components and costs are summarized in the following table:

SERVICES	MONTHLY HOURS	HOURLY COST	MONTHLY COST	ANNUAL COST
A. Dedicated On-site Technical Support, including all services specified in the SOW				
- City (all departments except Police)	96	N/A		
- Police	120	N/A		
Total on-site technical support				
B. 24/7 Remote NOC Support			Cost of service is included in monthly cost	
TOTAL SUPPORT SERVICE COST	216		\$23,500	\$282,000
C. Additional Services (when required, and as approved)				
Item				
Hourly labor rate		120		
Minimum hours required	0			
Travel Time (one-time only per assignment)		60		
Mark up for product purchased on behalf of the City	10%			

EXTRA WORK

The Parties may agree to have the Contractor complete work not specified within the SOW ("Extra Work"). Hourly rates for such Extra Work shall be \$120 per hour with an additional \$60 travel fee. Prior to commencing Extra Work, the Contractor shall provide the City with an itemized estimate, including estimates for time and labor. Additionally, the Contractor must secure the City of Huntington Park's written authorization to complete Extra Work prior to commencing such work. The City will not be liable for payment related to any Extra Work completed prior to securing the City's written authorization. It is understood by both Parties that oral requests and/or approvals of such Extra Work or additional compensation shall be barred and are unenforceable. The executed written authorization for Extra Work shall be considered an addendum to this Agreement.

However, the City is under no obligation to provide the Contractor the opportunity to complete any Extra Work. The City reserves the right to select any service provider, including the Contractor, to complete Extra Work.

4818-0522-2211, v. 1

ATTACHMENT C

Project Description

Cities begin to utilize connectivity solutions in every aspect of their day-to-day functioning. Internet communication has become one of the most prominent signs of a modern city which attempts to increase the comfort of its inhabitants and improve its functioning.

This program would provide for free public Wi-Fi connectivity at (5) five City sites, please see attached map for more details.

The Purpose with this project is to provide free Internet access to assist low-income areas, and for students with access to free Wi-Fi in City Parks to support distanced learning.

The City will not be paying for an additional internet connection to provide Internet access for residents, we will utilize the City's existing internet connection to feed all 5 sites with internet services. The city's internet bandwidth will accommodate all 5 sites.

This method involves relaying radio signals throughout parts of the city via a series of access points or radio antennas, each of which is connected to at least two other transmitters. Mesh networks provide reliable user connections and are also faster to build and less expensive to run than the hub and spoke configurations.

We are installing Weatherproof and temperature hardened, Aruba Series access points deliver the highest Wi-Fi 6 performance in outdoor and environmentally challenging locations. The high-performance and high-power Access Points deliver maximum capacity and range. It delivers 4x4:4SS MU-MIMO capability.

The Solution will offer a Customizable Splash Page as a welcome page, which usually presents the user with City's Terms and conditions to grant access to the WIFI.

5 Sites:

Chelsea Circle Park

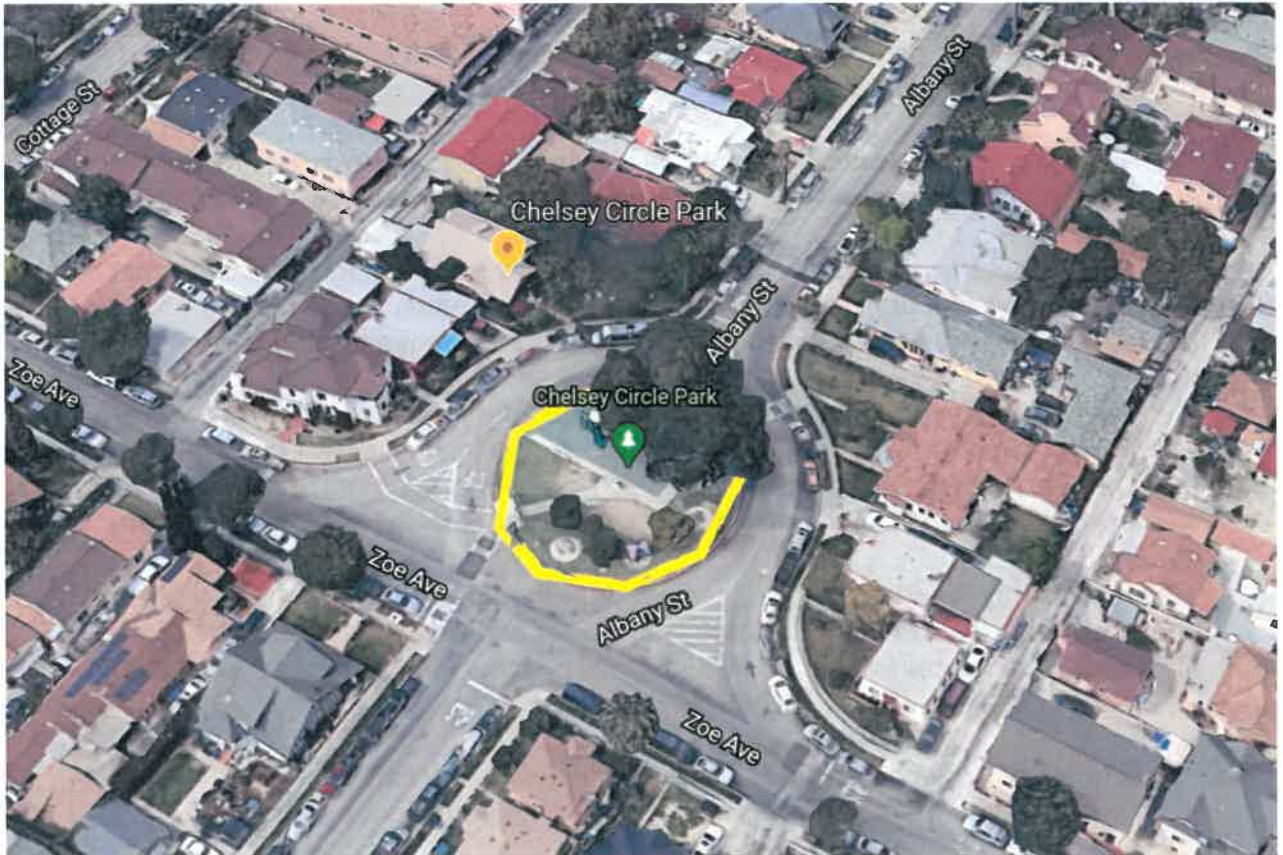
Raul Perez Park

Salt Lake Park

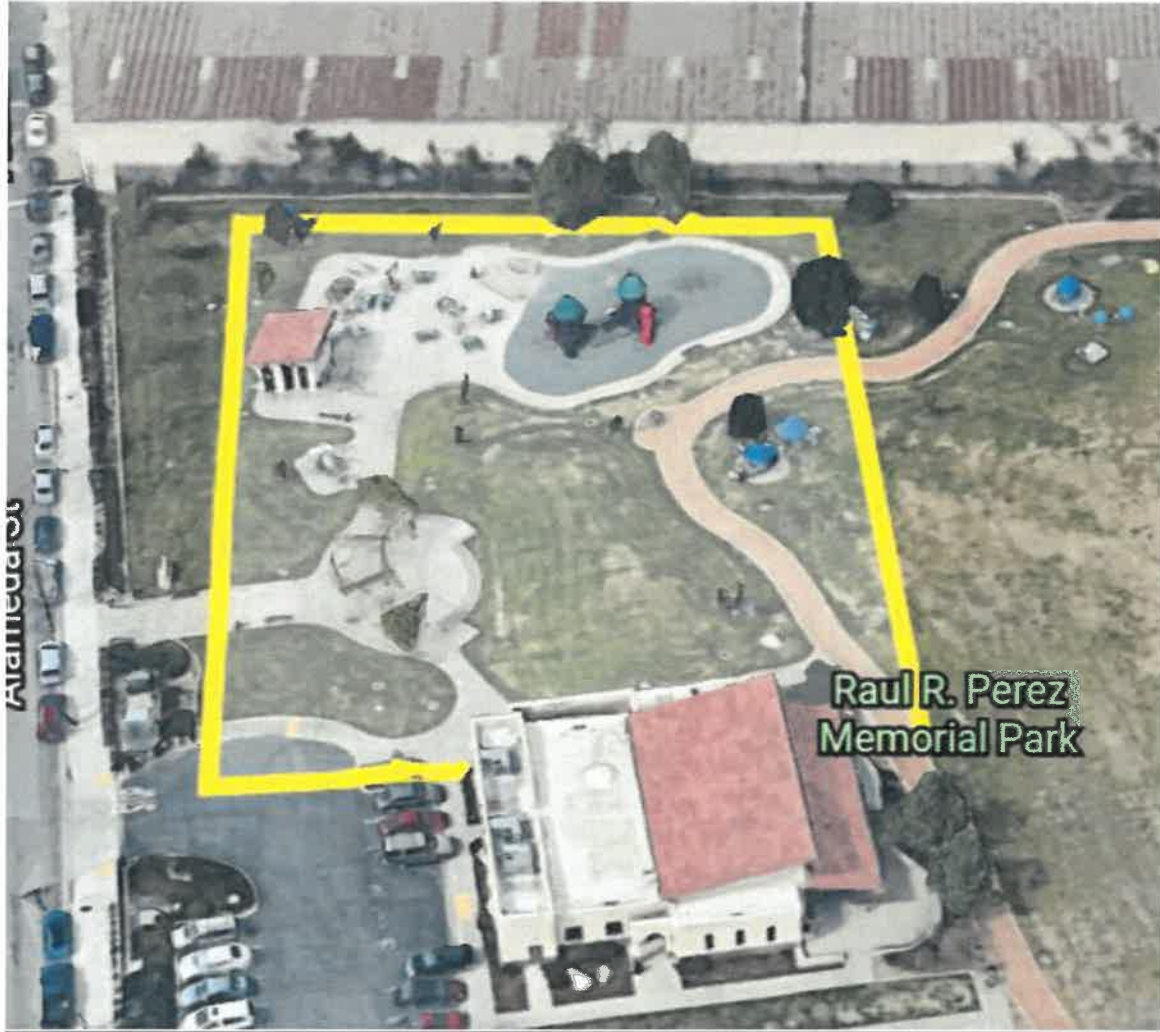
6535 Miles Ave Across From City hall (installation will be on an outside poles)

6009 Carmelita Across from Freedom Park (installation will be on an outside poles)

Chelsea Circle Park



Raul Perez Park



Salt Lake Park



6535 Miles Ave Across From City hall



6009 Carmelita Across from Freedom Park

