

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, August 17, 2021

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

Graciela Ortiz
Mayor

Eduardo “Eddie” Martinez
Vice Mayor

Karina Macias
Council Member

Marilyn Sanabria
Council Member

Manuel “Manny” Avila
Council Member



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

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

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

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

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

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

Public Comment

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

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

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles County Superior Court Case No. 20STCP03947

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.

FINANCE

1. Approve Accounts Payable and Payroll Warrant(s) dated August 17, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

2. **APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2019-06 STREET ENHANCEMENT PROJECT FY 2019-20**

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Approve acceptance of work performed by Palp, Inc. dba Excel Paving Co. for the construction of CIP 2019-06 Street Enhancement Project FY 2019-20;
2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention in the amount of \$41,294.03 to Excel Paving Co., 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

3. **CONSIDERATION AND APPROVAL OF A DESIGN BUILD CONTRACT FOR THE CONSTRUCTION OF AN AQUATIC CENTER AND RELATED AMENITIES AT SALT LAKE PARK**

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Approve the use of a design build approach with JT Construction Group, Inc. in an amount not-to-exceed \$23,994,426.13 for the purpose of constructing an aquatic center and related improvements at Salt Lake Park;
2. Reject all other proposals; and

3. Authorize the City Manager to negotiate the final contract terms and conditions of the contract with JT Construction Group, Inc. and upon final terms being reached, authorize the City Manager to execute a contract which binds the City to the process and project approved herein.

FINANCE

4. **CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE ACCOUNTING/FINANCE SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND KAJIWARA COMMUNICATIONS**

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Approve the First Amendment to the Accounting/Finance Services Professional Services Agreement between the City of Huntington Park and Kajiwara Communications; and
2. Authorize the City Manager to execute the first amendment to the agreement.

COMMUNITY DEVELOPMENT

5. **CONSIDERATION OF A REQUEST FROM THE LOS ANGELES COUNTY FOR CONCURRENCE ON A CHAPTER 8 AGREEMENT TO ACQUIRE A PROPERTY LOCATED AT 6531 COTTAGE STREET IN THE CITY OF HUNTINGTON PARK, AND APPROVAL OF AN AGREEMENT FOR SALE AND PURCHASE OF TAX-DEFAULTED REAL PROPERTY AND COVENANTS CONDITION, AND RESTRICTION**

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Consider a Request from Los Angeles County for Concurrence on a Chapter 8 Agreement to acquire a property located at 6531 Cottage Street in the City of Huntington Park, approve an agreement for sale and purchase of tax-defaulted real property and covenants condition and restrictions; and
2. Authorize the Mayor to execute the Agreement.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Eduardo “Eddie” Martinez

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, September 07, 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 14th Day of August 2021.



Sergio Infanzon, Acting City Clerk

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 Financng Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

City of Huntington Park
Demand Register

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ALL CITY MANAGEMENT SERVICES, INC	71104 71285	111-7022-421.56-41 111-7022-421.56-41	CROSSING GUARD 5/30-6/12/21 CROSSING GUARD 6/13-6/26/21	6,320.19 1,588.32
AMAZON.COM SERVICES, INC.	1JR4-PNX7-41JT 1R4Y-7DP-YTLF 163C-4433-46TC	111-6020-451.61-35 239-6065-490.61-60	CULTURAL ARTS SUPPLIES CULTURAL ARTS SUPPLIES SENIOR SUPPLIES	\$7,908.51 57.67 77.39 1,087.80
AT&T	16642860 16705429 16786254	111-7010-421.53-10 111-7010-421.53-10 111-7010-421.53-10	PD PHONE SRVC 5/20/21-6/19/21 PD PHONE SRVC 6/4/21-7/3/21 PD PHONE SRVC 6/12/21-7/19/21	\$1,222.86 396.53 539.87 397.06
BDG LAW GROUP	29322	745-9031-413.32-70	LEGAL SRVCS-JUNE 2021	\$1,333.46 5,977.00
BENEFIT ADMINISTRATION CORPORATION	6030239-IN	111-2030-413.56-41	FLEX ADMIN FEES-JUN 2021	\$5,977.00 50.00
BRINK'S INCORPORATED	4151034 4151035	111-9010-419.33-10 111-9010-419.33-10	MONEY TRANSPORT-JUL 2021 MONEY PROCESSING-JUL 2021	\$50.00 556.33 113.60
CALPRIVATE BANK	24492155DJHQRQJD 24492155EJHRVD9 2469216622X6Z8P 2401134650005H5 24492155EJHRVSK 2469216622X6Z8P 24692165T2Y0JSE 24692165W2XPBG9 74431065N2D9R35 24231685WRBGHFE 242316864RBGHFT 24492155WLSR1WW 2469216642XZVPS 24492155EJHRV8P	111-0110-411.58-19 111-0110-411.58-21 111-0110-411.58-24 111-0110-411.58-25 111-0110-411.58-25 111-0110-411.58-25 111-0110-411.61-20 111-0110-411.61-20 111-0110-411.61-20 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0210-413.59-15	ICA CONF. REGISTRATION ICA CONF. REGISTRATION COUNCIL SUPPLIES CITIES REGISTRATION ICA CONF. REGISTRATION COUNCIL SUPPLIES COUNCIL SUPPLIES COUNCIL SUPPLIES COUNCIL SUPPLIES COUNCIL MEETING SUPPLIES COUNCIL MEETING SUPPLIES COUNCIL MEETING SUPPLIES COUNCIL MEETING SUPPLIES ICA CONF. REGISTRATION	\$669.93 700.00 700.00 483.61 550.00 700.00 2,029.72 21.98 292.82 -55.11 28.15 36.48 67.88 16.06 700.00
CALPROMAX ENGINEERING, INC.	9 9 9 9	111-0000-206.00-00 202-0000-206.00-00 210-0000-206.00-00 222-0000-206.00-00	RETENTION-ATP CYCLE II RETENTION-ATP CYCLE II RETENTION-ATP CYCLE II RETENTION-ATP CYCLE II	\$6,271.59 3,147.07 72,125.03 25,000.00 155.55
CELICA QUINONES	121600002811	111-6020-451.61-35	VETERAN PARK SUPPLIES	\$100,427.65 9.98
CENTRAL FORD	375804 375717 375747 375942	219-8085-431.43-21 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	VEHICLE PARTS VEHICLE PARTS VEHICLE PARTS VEHICLE PARTS	\$9.98 107.62 75.26 590.70 82.56

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD	375948	741-8060-431.43-20	VEHICLE PARTS	148.63
	375974	741-8060-431.43-20	VEHICLE PARTS	1,971.17
	376003	741-8060-431.43-20	VEHICLE PARTS	420.96
				\$3,396.90
CHARTER COMMUNICATIONS	0511379061321 0514415063021 106964801070121 0444795080221 0511353071921	111-7010-421.53-10 111-7010-421.53-10 111-7010-421.53-10 111-9010-419.53-10 111-9010-419.53-10	PD INTERNET 6/13/21-7/12/21 PD INTERNET 6/30/21-7/29/21 PDI SYSTEM 7/1/21-7/31/21 CITY HALL INTERNET 8/2/21-9/1/21 CITY HALL INTERNET 7/19/21-8/18/21	154.98 654.85 7.34 1,999.00 194.97
CREATIVE BUS SALES, INC.	13050667	219-8085-431.43-21	SWITCH ENTRY DOOR	161.28
DATAPROSE, INC.	DP2102782 DP2102782	681-3022-415.53-20 681-3022-415.56-41	BILL POSTAGE-JUL 2021 WATER BILLS-JUL 2021	\$161.28 1,916.34 1,261.70
DE LAGE LANDEN	73192803	111-9010-419.44-10	CLERK COPIER-AUG 2021	\$3,178.04
DOG WASTE DEPOT	424554 425426	111-8023-451.43-10 111-8023-451.43-10	WASTE BAGS FOR PARKS WASTE BAGS FOR PARKS	661.17 661.17
EXPRESS TRANSPORTATION SERVICES LLC	DAR07012021	219-8085-431.56-45	DIAL-A-RIDE JULY 2021	67,643.00
FAIR HOUSING FOUNDATION	APRIL 2021 JUNE 2021 MAY 2021	239-0272-463.57-87 239-0272-463.57-87 239-0272-463.57-87	HOUSING/COUNSELING SRVC HOUSING/COUNSELING PROG. HOUSING/COUNSELING SRVC	\$67,643.00 848.59 1,120.50 863.20
FELIX CAMPOS	07/1/2020	745-9031-413.52-30	DAMAGE CLAIM SETTLEMENT	\$2,832.29
GEORGE CHEVROLET	89471 89471 89472	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	VEHICLE PARTS VEHICLE PARTS VEHICLE PARTS	2,800.00 \$2,800.00 425.13 446.41 468.25 244.76 129.64 858.26 37.09 \$2,809.54
GLOBAL EQUIPMENT COMPANY INC.	117931027	111-8023-451.43-10	DRINKING FOUNTAIN FILTERS	311.78
GORM INC	298563	111-8020-431.43-10	PW YARD SUPPLIES	\$311.78
GRAINGER	9007397129 9012030004	741-8060-431.43-20 741-8060-431.43-20	SHOP SUPPLIES SHOP SUPPLIES	921.91 74.09 174.64 \$248.73
GUTIERREZ BACKGROUND INVESTIGATIONS	2021-8	111-7010-421.56-41	PRE-EMPLOYMENT BACKGROUND	1,000.00
				\$1,000.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HASA, INC.			SODIUM HYPOCHLORITE	170.75
	764575	681-8030-46141-00	SODIUM HYPOCHLORITE	223.46
	764576	681-8030-46141-00	SODIUM HYPOCHLORITE	119.52
	764577	681-8030-46141-00	SODIUM HYPOCHLORITE	170.75
	766241	681-8030-46141-00	SODIUM HYPOCHLORITE	257.84
	766242	681-8030-46141-00	SODIUM HYPOCHLORITE	119.52
	766243	681-8030-46141-00	SODIUM HYPOCHLORITE	\$1,061.84
HDL COREN & CONE	SIN010246	111-9010-419.56-41	PROPERTY TAX SRVC JUL-SEP 2021	2,085.85
INDEPENT CITIES RISK MANAGEMENT	4264	745-9030-413.26-00	FY 2021-22 WORKERS COMPENSATION	\$2,085.85
	4264	745-9031-413.52-10	FY 2021-22 PROPERTY PROGRAM	240,676.00
	4264	745-9031-413.52-20	FY 2021-22 LIABILITY PROGRAM	307,606.00
	4244	745-9031-413.52-25	FY 2022 LIABILITY ASSESSMENT	2,182,485.00
				159,247.27
INFRASTRUCTURE ENGINEERS	25370	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT AUG 2020	\$2,890,014.27
	25444	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT SEP 2020	68,200.00
	25561	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT NOV 2020	34,100.00
	25619	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT DEC 2020	36,893.83
	25698	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT JAN 2021	94,508.54
	25759	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT FEB 2021	16,120.00
	25845	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT MAR 2021	24,800.00
	25951	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT APR 2021	4,960.00
	26032	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT MAY 2021	5,017.00
	26040	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT JUN 2021	6,424.00
	26083	111-6010-45176-05	AQUATIC CENTER PROJ. MGMT JUN 2021	43,365.00
				10,032.00
JOEL GORDILLO	JG202107	111-1010-411.56-41	FILMING/BROADCAST-JULY 21	\$344,420.37
				1,650.00
JUVENTINO PARRA	5/13/2021	239-0280-490.51-04	BUSINESS ASSISTANCE PROGRAM	\$1,650.00
KAREN OLVERA	77061	111-0000-347.50-00	CLASS REGISTRATION REFUND	10,000.00
				\$10,000.00
				85.00
KLIMT CONSULTING, LLC	20-11	239-0260-463.56-41	CDBG ADMIN SRVC-MAY 2021	\$85.00
	20-12	239-0260-463.56-41	CDBG ADMIN SRVC-JUN 2021	10,878.75
	20-AA1	239-0260-463.56-41	ANNUAL ACTION PLAN SRVC	8,261.25
	20-11	242-0260-463.56-41	HOME ADMIN SRVC-MAY 2021	1,000.00
	20-12	242-0260-463.56-41	HOME ADMIN SRVC-JUN 2021	7,553.75
	20-AA1	242-0260-463.56-41	ANNUAL ACTION PLAN SRVC	5,063.75
				5,500.00
KNIGHTSCOPE, INC.	INV1058	229-0210-421.44-10	K5 SERVICE SUBSCRIPTION	\$38,257.50
				6,000.00
				\$6,000.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
KONICA MINOLTA BUSINESS SOLUTIONS	274175089	111-6010-451.56-41	PARKS COPIER LEASE	241.40
	274175535	111-6010-451.56-41	PARKS COPIER 5/15-6/14/21	241.40
	274610839	111-9010-419.43-15	FIN COPIER-JULY 2021	359.99
	274611098	111-9010-419.43-15	FIN COPIER-JULY 2021	280.66
LB JOHNSON HARDWARE CO.	115773	221-8012-429.61-20	SUPPLIES FOR CROSSWALKS	\$1,123.45
	114813	741-8060-431.43-20	SHOP SUPPLY	225.53
LEGAL SHIELD	07/15/2021	111-00000-217.60-50	ID THEFT PROTECTION-JULY 2021	105.05
LGP EQUIPMENT RENTALS INC	119675	535-8090-452.61-20	CONCRETE	\$330.58
LOLYS BRIDAL	21121-19828	681-00000-228.70-00	WATER DEPOSIT REFUND	28.90
LOS ANGELES TIMES	6/28/21	121-7040-421.56-14	PD NEWSPAPER THROUGH 9/27/21	\$28.90
MANAGED HEALTH NETWORK	PRM-064684	111-00000-217.50-60	EAP BILLING-AUG 2021	200.00
MARCIAL CACERES	20BFSC00465	745-9031-413.52-30	CLAIM SETTLEMENT	\$200.00
MR. HOSE INC.	191286	741-8060-431.43-20	HYDRAULIC HOSES	134.41
NORA CHAVEZ	77079	111-00000-228.20-00	FACILITY RESERVATION REFUND	\$134.41
	77079	111-00000-347.70-00	FACILITY RESERVATION REFUND	297.00
O'REILLY AUTO PARTS	2959-414317	741-8060-431.43-20	VEHICLE PARTS	\$297.00
	2959-416537	741-8060-431.43-20	VEHICLE PARTS	513.32
	2959-416829	741-8060-431.43-20	VEHICLE PARTS	603.32
	2959-419741	741-8060-431.43-20	VEHICLE PARTS	\$603.32
	2959-420040	741-8060-431.43-20	CREDIT	\$603.32
	2959-420182	741-8060-431.43-20	VEHICLE PARTS	18.16
	2959-420461	741-8060-431.43-20	SHOP SUPPLIES	18.16
	2959-420645	741-8060-431.43-20	VEHICLE PARTS	517.09
	2959-420694	741-8060-431.43-20	SHOP SUPPLIES	140.05
	2959-420728	741-8060-431.43-20	SHOP SUPPLIES	44.19
	2959-420739	741-8060-431.43-20	VEHICLE PARTS	12.28
	2959-420851	741-8060-431.43-20	SHOP SUPPLIES	6.58
	2959-420892	741-8060-431.43-20	VEHICLE PARTS	433.64
	2959-422948	741-8060-431.43-20	VEHICLE PARTS	36.85
	2959-423068	741-8060-431.43-20	VEHICLE PARTS	79.31
	2959-423117	741-8060-431.43-20	VEHICLE PARTS	17.77
	2959-423390	741-8060-431.43-20	VEHICLE PARTS	433.26
	2959-423415	741-8060-431.43-20	VEHICLE PARTS	13.16
	2959-423801	741-8060-431.43-20	SHOP SUPPLIES	321.39
				51.73
				\$2,420.77

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
QDOXS	IN37347 IN37347 IN37347	111-8020-431.43-05 285-8050-432.43-05 681-8030-461.43-05	PW COPIER-7/18/21-8/17/21 PW COPIER-7/18/21-8/17/21 PW COPIER-7/18/21-8/17/21	43.01 43.01 43.03
QUALITY CODE PUBLISHING LLC	2021-249 2021-249 2021-257	111-1010-411.56-41 111-1010-411.56-41 111-1010-411.56-41	CODIFICATION FEES CODIFICATION SERVICES MUNICIPAL CODE SERVICES	\$129.05 1,005.00 1,494.85 1,752.80
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0922872-N 0924942-N	111-8010-431.76-19 111-8010-431.76-19	STREET LIGHT COVERS STREET LIGHT COVERS	1,940.40 1,898.51
RESOURCE BUILDING MATERIALS	3168039	535-8090-452.61-20	WATER FOUNTAIN SUPPLIES	\$3,838.91 769.39
REXEL COMMERCIAL & INDUSTRIAL	S130668077.004 S130668077.005 S130992864.002 S131226828.001	535-8016-431.61-45 535-8016-431.61-45 535-8016-431.61-45 535-8016-431.61-45	STREET LIGHTING SUPPLIES STREET LIGHTING SUPPLIES STREET LIGHTING SUPPLIES STREET LIGHTING SUPPLIES	\$769.39 393.05 1,137.22 259.26 4,912.91
ROY E NAVAREZ	20305-25796	681-0000-228.70-00	CREDIT BALANCE REFUND	\$6,702.44 158.64
SALVATION ARMY	4/16/2021	239-0272-463.57-85	3RD QTR SOCIAL SRVCS	\$158.64 3,750.00
SMART & FINAL	3192200013709	111-7010-421.61-20	MEETING/EVENT SUPPLIES	\$3,750.00 94.94
SONSRAY MACHINERY, LLC	P42485-03	741-8060-431.43-20	SHOP SUPPLIES	\$94.94 119.48
SOURCE ONE OFFICE PRODUCTS, INC.	WO-48752-1	111-1010-411.61-20	CLERK OFFICE SUPPLIES	\$119.48 80.93
SOUTHERN CALIFORNIA EDISON	07/22/21 6/7/21-7/16/21 6/3/21-7/12/21 6/9/21-7/8/21 07/22/21	111-8020-431.62-10 111-8022-419.62-10 221-8014-429.62-10 535-8016-431.62-10 681-8030-461.62-20	6900 BISSELL 6/17/21-7/18/21 COURT HOUSE 6/7/21-7/6/21 VARIOUS 6/3/21-7/1/21 VARIOUS 6/9/21-7/8/21 BEAR/FLORENCE 6/17/21-7/18/21	\$80.93 2,080.18 1,309.96 3,545.40 31,679.58 5,449.02 \$44,064.14 2,861.32 \$2,861.32 361.47
SPARKLETT'S	19438227 072821	111-7010-421.56-41	PD WATER SERVICE	\$361.47
STACY MEDICAL CENTER	3160-42917 3160-43209 3160-43435 3160-43833	111-7022-421.56-15 111-7022-421.56-15 111-7022-421.56-15 111-7022-421.56-15	PRE-BOOKING EXAM/CUSTODY PRE-BOOKING EXAM/CUSTODY PRE-BOOKING EXAM/CUSTODY PRE-BOOKING EXAM/CUSTODY	\$361.47 635.00 255.00 55.00 2,968.93
STAPLES ADVANTAGE	8063098808 8063098808	111-0110-411.66-05 111-6010-451.61-20	COUNCIL OFFICE SUPPLIES PARKS OFFICE SUPPLIES	\$3,913.93 33.79 8.92

City of Huntington Park
Demand Register
WR 8-17-21

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STAPLES ADVANTAGE	8063098808 8063098808	111-7010-421.61-20 111-7022-421.61-27	PD OFFICE SUPPLIES PD OFFICE SUPPLIES	256.54 208.94
STAR2STAR COMMUNICATIONS LLC	SUBC00006802	111-9010-419.53-10	VOIP SRVC- 8/3/21-9/2/21	\$508.19
SUPERION, LLC	326005 325484	111-6010-451.56-41 111-9010-419.43-15	SOFTWARE SRVCS FINANCIAL SYSTEM-JUL 2021	\$11,209.53 1,365.00
T-MOBILE USA	81321	111-6010-451.56-41	PARKS TABLET SERVICE	12,274.47
THREE GS PLUMBING	22185	111-8023-451.43-10	PLUMBING SRVCS	\$13,639.47
TOWN HALL STREAMS	13351	111-1010-411.56-41	STREAMING SRV/CAUG 2021	300.00
TRIANGLE SPORTS	40402	111-6030-451.61-35	BASEBALL SUPPLIES	1,732.02
TYCO FIRE & SECURITY US MANAGEMENT	36136773	111-7010-421.56-41	ALARM SECURITY-8/1-10/31	\$1,732.02
U.S. ARMOR CORPORATION	33665 33668 33665 33668	111-7022-421.61-24 111-7022-421.61-24 233-7010-421.74-10 233-7010-421.74-10	BULLET PROOF VESTS BULLET PROOF VESTS BULLET PROOF VESTS BULLET PROOF VESTS	4,609.91 \$4,609.91
US BANK	6207556 6207392	216-3010-415.56-42 475-9010-419.56-41	2005 POB TRUSTEE FEES 2004 BONDS TRUSTEE FEES	348.63 348.63 348.62 348.62
VELADA CONSULTING LLC	29	111-0210-413.56-41	CONSULTING SRVC-8/21-7/20	7,500.00
VERIZON WIRELESS	9884253073 9884253073 9884253073 9884253073	111-0110-411.53-10 111-0210-413.53-10 111-3010-415.53-10 111-6010-419.53-10	COUNCIL CELL SRVC 6/17/21-7/16/21 ADMIN CELL SRVC 6/17/21-7/16/21 FINANCE CELL SRVC 6/17/21-7/16/21 PARKS CELL SRVC 6/17/21-7/16/21	277.25 138.96 61.45 217.49
VULCAN MATERIALS COMPANY	73011709 73014442	221-8010-431.61-21 221-8010-431.61-21	HOT ASPHALT & EMULSION HOT ASPHALT & EMULSION	\$695.15 \$454.41
WALTERS WHOLESALE ELECTRIC COMPANY	S118421822.001 S118421822.002	535-8016-431.61-45 535-8016-431.61-45	STREET LIGHTING SUPPLIES STREET LIGHTING SUPPLIES	188.35 4,120.10 437.69
WEST GOVERNMENT SERVICES	8444713548	111-7030-421.56-41	INVESTIGATION RETRIEVAL SRVCS	\$4,557.79
XPRESS WASH INC	13416 13528	741-8060-431.43-20 741-8060-431.43-20	CAR WASH MAY 2021 CAR WASH JUNE 2021	71.59 1,639.00 1,845.00 \$3,484.00
				\$3,645,776.30

ITEM NO. 2



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 17, 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 ACCEPTANCE OF WORK PERFORMED FOR CIP 2019-06 STREET ENHANCEMENT PROJECT FY 2019-20

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve acceptance of work performed by Palp, Inc. dba Excel Paving Co. for the construction of CIP 2019-06 Street Enhancement Project FY 2019-20;
2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention in the amount of \$41,294.03 to Excel Paving Co., 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the November 17, 2020 City Council meeting, the City Council awarded the construction contract to Palp, Inc. dba Excel Paving Co. (contractor). The project consisted of pavement resurfacing and rehabilitation of the following three street segments:

Street Name	Beginning Location	Ending Location
Albany Street	Gage Avenue	Laura Avenue
Mortimer Avenue	West City Limits	Santa Fe Avenue
Santa Ana Street	State Street	California Avenue

NCE, construction management team, has deemed the project substantially completed in accordance with the improvement plans and contract specifications. There are no unresolved stop notices or outstanding construction claims against the contractor. Staff

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2019-06 STREET ENHANCEMENT PROJECT

August 17, 2021

Page 2 of 3

recommends accepting the project as substantially complete and releasing the final retention payment within the prescribed timeline.

LEGAL AND PROGRAM REQUIREMENTS

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

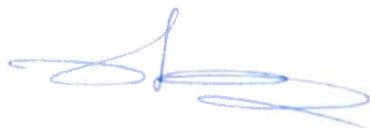
FISCAL IMPACT/FINANCING

At the November 17, 2020 City Council meeting, the contractor was awarded the construction contract for a not-to-exceed amount of \$834,824.94 as the lowest responsive, responsible bidder. Staff requested an additional 10% construction contingency (\$83,482) in case of any incidentals or unforeseen concerns. The City Council authorized the appropriation of \$668,307 from Account No. 221-8010-431.76-12 and \$250,000 from Measure R fund Account No. 222-8010-431.76-12 for the construction phase of the project. The project was built within the prescribed construction project budget. The contractor's final retention payment in the amount of \$41,294.03 (Attachment 2) may be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded. No additional budget appropriation is requested at this time.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2019-06 STREET
ENHANCEMENT PROJECT**

August 17, 2021

Page 3 of 3

ATTACHMENTS

- A. Notice of Completion CIP 2019-06 Street Enhancement Project FY 19-20
- B. Retention Invoice

ATTACHMENT A

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

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

NOTICE IS HEREBY GIVEN THAT:

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

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

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

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on August 17, 2021
(Date)

The work done was: **Construction of street pavement resurfacing and rehabilitation**

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

Palp, Inc. dba Excel Paving Co.

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

November 17, 2020

(Date of Contract)

8. The street address of said property is: **Albany St between Gage Av and Laura Av, Mortimer Av between West City Limits and Santa Fe Av, Santa Ana St between State St and California Av**
9. The property on which said work of improvement was completed is in the City of Huntington Park, County of Los Angeles, State of California.

Ricardo Reyes, City Manager
City of Huntington Park

Date

VERIFICATION

I have read the foregoing Notice of Completion and know its content. I am the Acting City Clerk of the City of Huntington Park and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct and was duly and regularly ordered to be recorded in the Office of the Los Angeles County Registrar-Recorder/County Clerk.

Sergio Infanzon, Acting City Clerk
City of Huntington Park

Date

ATTACHMENT B



Customer: City of Huntington Park
Address: 6550 Miles Ave.
Huntington Park, CA 90255
Contact: Tom Berg, P.E.
(310) 739-9367
Phone No.: tom@bergtcm.com
Email: Croldan@hpcav.gov

Job Title: Street Enhancement Project FY 2020/2021: Project No. CIP 2019-06

Item No.	Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Bid Amount	Quantity or % This Month	Amount This Month	Quantity Previous	Amount Previous	Total Quantity or % to Date	% of item Completion	Total Amount to Date
1	1	Mobilization & Demobilization	1	LS	\$ 58,000.00	\$ 58,000.00	-	\$ 0.00	1.00	\$ 58,000.00	1.00	100%	\$ 58,000.00
	2	Implementation of BMP's	1	LS	\$ 6,000.00	\$ 6,000.00	-	\$ 0.00	1.00	\$ 6,000.00	1.00	100%	\$ 6,000.00
	3	Traffic Control	1	LS	\$ 35,000.00	\$ 35,000.00	-	\$ 0.00	1.00	\$ 35,000.00	1.00	100%	\$ 35,000.00
	4	Construction Survey	1	LS	\$ 16,000.00	\$ 16,000.00	-	\$ 0.00	1.00	\$ 16,000.00	1.00	100%	\$ 16,000.00
	5	Install Public Improvement Project Signs	2	EA	\$ 500.00	\$ 1,000.00	-	\$ 0.00	2.00	\$ 1,000.00	2.00	100%	\$ 1,000.00
	6	Adjust Sanitary Sewer Manhole Frame and Cover	11	EA	\$ 500.00	\$ 5,500.00	-	\$ 0.00	11.00	\$ 5,500.00	11.00	100%	\$ 5,500.00
	7	Adjust Storm Drain Manhole Frame and Cover	6	EA	\$ 500.00	\$ 3,000.00	-	\$ 0.00	3.00	\$ 1,500.00	3.00	50%	\$ 1,500.00
	8	Adjust Gas Valve Box	8	EA	\$ 300.00	\$ 2,400.00	-	\$ 0.00	8.00	\$ 2,400.00	8.00	100%	\$ 2,400.00
	9	Adjust Water Valve Box	19	EA	\$ 300.00	\$ 5,700.00	-	\$ 0.00	16.00	\$ 4,800.00	16.00	84%	\$ 4,800.00
	10	Prune Tree Roots and Install Root Barrier (10' Long and 18" Depth)	4	EA	\$ 500.00	\$ 2,000.00	-	\$ 0.00	-	\$ -	-	-	-
	11	Remove and Replace Concrete Vertical Curb (8'CF)	151	LF	\$ 63.00	\$ 9,513.00	\$ 0.00	\$ 501.80	31,613.40	\$ 501.80	33.2%	\$ 31,613.40	
	12	Remove and Replace Concrete Gutter Pan	202	LF	\$ 74.00	\$ 14,948.00	\$ 0.00	\$ 149.40	\$ 11,055.60	\$ 149.40	74%	\$ 11,055.60	
	13	Remove and Replace Concrete Gutter (8' CF)	309	LF	\$ 62.00	\$ 19,158.00	\$ 0.00	\$ 781.20	\$ 48,434.40	\$ 781.20	253%	\$ 48,434.40	
	14	Remove and Replace Concrete Driveway Approach	1,390	SF	\$ 21.00	\$ 29,190.00	\$ 0.00	\$ 1,149.82	\$ 24,146.22	\$ 1,149.82	83%	\$ 24,146.22	
	15	Remove and Replace Concrete Curb Ramp	21	EA	\$ 6,000.00	\$ 126,000.00	\$ 0.00	\$ 20.00	\$ 120,000.00	\$ 20.00	95%	\$ 120,000.00	
	16	Asphalt Pavement Wedge Grind (6' Wide)	17,831	SF	\$ 0.34	\$ 6,062.54	\$ 0.00	\$ 21,119.00	\$ 7,180.46	\$ 21,119.00	11.8%	\$ 7,180.46	
	17	Pavement Conform Grind (15' Wide)	2,988	SF	\$ 1.00	\$ 2,988.00	-	\$ 0.00	\$ 3,392.00	\$ 3,392.00	1.14%	\$ 3,392.00	
	18	Cold Mill Asphalt Pavement (2" Depth)	5,560	SY	\$ 3.00	\$ 16,680.00	\$ 0.00	\$ 5,482.20	\$ 16,446.60	\$ 5,482.20	98%	\$ 16,446.60	
	19	Cold Mill Asphalt Pavement (3" Depth)	7,603	SY	\$ 4.00	\$ 30,412.00	-	\$ 0.00	\$ 4,652.00	\$ 18,608.00	61%	\$ 18,608.00	
	20	Cold Mill Asphalt Pavement (5.5" Depth)	2,879	SY	\$ 7.00	\$ 20,153.00	\$ 0.00	\$ 2,875.00	\$ 20,125.00	\$ 2,875.00	100%	\$ 20,125.00	
	21	Cold Mill Asphalt Pavement (8" Depth)	2,839	SY	\$ 11.00	\$ 31,229.00	-	\$ 0.00	-	-	0%	-	
	22	ARHM Pavement (2" Depth)	688	TN	\$ 89.00	\$ 61,232.00	-	\$ 0.00	\$ 550.10	\$ 48,958.90	80%	\$ 48,958.90	
	23	HMA Pavement (4" Depth)	1,882	TN	\$ 70.00	\$ 131,740.00	-	\$ 0.00	\$ 2,106.03	\$ 147,422.10	2,106.03	112%	\$ 147,422.10
	24	HMA Pavement (5.5" Depth)	980	TN	\$ 70.00	\$ 68,600.00	-	\$ 0.00	\$ 980.00	\$ 68,600.00	980.00	100%	\$ 68,600.00
	25	HMA Pavement (8" Depth)	1,405	TN	\$ 70.00	\$ 98,350.00	-	\$ 0.00	-	-	0%	-	-
	26	Base Repairs (4" Depth)	2,102	SF	\$ 6.00	\$ 12,612.00	-	\$ 0.00	\$ 2,462.00	\$ 14,772.00	2,462.00	117%	\$ 14,772.00
	27	Caltrans Type "A" Detector Loop	2	EA	\$ 265.00	\$ 530.00	-	\$ 0.00	\$ 2.00	\$ 530.00	2.00	100%	\$ 530.00
	28	Caltrans Type "D" Detector Loop	1	EA	\$ 285.00	\$ 285.00	-	\$ 0.00	\$ 1.00	\$ 285.00	1.00	100%	\$ 285.00
	29	Caltrans Type "E" Detector Loop	9	EA	\$ 365.00	\$ 2,385.00	-	\$ 0.00	\$ 9.00	\$ 2,385.00	9.00	100%	\$ 2,385.00
	30	Caltrans Type "F" Detector Loop	5	EA	\$ 365.00	\$ 1,825.00	-	\$ 0.00	\$ 5.00	\$ 1,825.00	5.00	100%	\$ 1,825.00
	31	Curb Paint (Red)	407	LF	\$ 1.00	\$ 407.00	-	\$ 0.00	\$ 460.00	\$ 460.00	460.00	113%	\$ 460.00
	32	Curb Paint (White)	171	LF	\$ 1.00	\$ 171.00	-	\$ 0.00	\$ 180.00	\$ 180.00	180.00	105%	\$ 180.00
	33	Thermoplastic Advanced Limit Line	56	LF	\$ 3.00	\$ 168.00	-	\$ 0.00	\$ 56.00	\$ 168.00	56.00	100%	\$ 168.00
	34	Thermoplastic Limit Line	118	LF	\$ 3.00	\$ 354.00	-	\$ 0.00	\$ 150.00	\$ 450.00	150.00	127%	\$ 450.00
	35	Thermoplastic Yield Line	30	LF	\$ 10.00	\$ 300.00	-	\$ 0.00	\$ 30.00	\$ 300.00	30.00	100%	\$ 300.00
	36	Basic Crosswalk (White)	292	LF	\$ 3.00	\$ 876.00	-	\$ 0.00	\$ 290.00	\$ 870.00	290.00	99%	\$ 870.00
	37	Basic Crosswalk (Yellow)	331	LF	\$ 3.00	\$ 993.00	-	\$ 0.00	\$ 446.00	\$ 1,338.00	446.00	135%	\$ 1,338.00
	38	Thermoplastic Stripe - Caltrans Detail 1	2,082	LF	\$ 0.80	\$ 1,665.60	-	\$ 0.00	\$ 2,082.00	\$ 1,665.60	2,082.00	100%	\$ 1,665.60
	39	Thermoplastic Stripe - Caltrans Detail 2	867	LF	\$ 0.80	\$ 693.60	-	\$ 0.00	\$ 870.00	\$ 696.00	870.00	100%	\$ 696.00
	40	Thermoplastic Stripe - Caltrans Detail 21	439	LF	\$ 1.00	\$ 439.00	-	\$ 0.00	\$ 447.00	\$ 447.00	447.00	102%	\$ 447.00
	41	Thermoplastic Stripe - Caltrans Detail 22	1,171	LF	\$ 1.20	\$ 1,405.20	-	\$ 0.00	\$ 1,171.00	\$ 1,405.20	1,171.00	100%	\$ 1,405.20

Date **7/29/2021**
Invoice No **R-26334**
Billing Period **07/31/21**
Specification No **5773**
Excel Job **Chris Yun**
Project Manager: **Chris Yun**
Original Contract Amount: **\$834,824.94**

	42	Thermoplastic Stripe - Caltrans Detail 38	70	LF	\$	2.00	\$	140.00	-	\$	0.00	70.00	\$	140.00	70.00	100%	\$	140.00	
	43	Thermoplastic Pavement Markings, Arrows, and Symbols (White or Yellow)	552	SF	\$	5.00	\$	2,760.00	-	\$	0.00	512.00	\$	2,560.00	512.00	93%	\$	2,560.00	
	44	Fire Hydrant Blue Marker	16	EA	\$	10.00	\$	160.00	-	\$	0.00	16.00	\$	160.00	16.00	100%	\$	160.00	
	45	Furnish and Install Rubber Speed Cushion	3	EA	\$	1,400.00	\$	4,200.00	-	\$	0.00	3.00	\$	4,200.00	3.00	100%	\$	4,200.00	
	46	Furnish and Install Traffic Sign Onpost	4	EA	\$	400.00	\$	1,600.00	-	\$	0.00	2.00	\$	800.00	2.00	50%	\$	800.00	
		CHANGE ORDERS																	
COR 1	CCO 01	REP 01 (RFI 07) ADJ GAS VALVE TO GRADE	1	LS	\$	203.00	\$	203.00	-	\$	0.00	1.00	\$	203.00	1.00	100%	\$	203.00	
	CCO 02	Cold Mill Asphalt Pavement (4" Depth) Bid Item 21 Elimination	1	LS	\$	17,533.18	\$	17,533.18		\$	0.00	1.00	\$	17,533.18	1.00	100%	\$	17,533.18	
	CCO 03	Sidewalk Construction	2,778.31	SY	\$	25.35	\$	70,430.16		\$	0.00	2,778.31	\$	70,430.16	2,778.31	100%	\$	70,430.16	
	CCO 04	Additional Valve Boxes	1	LS	\$	3,339.60	\$	3,339.60		\$	0.00	1.00	\$	3,339.60	1.00	100%	\$	3,339.60	
	CCO 05	Grind Driveway @ 632c Albany Street	1	LS	\$	1,748.00	\$	1,748.00		\$	0.00	1.00	\$	1,748.00	1.00	100%	\$	1,748.00	
	CCO 06	Additional Crosswalk Striping @ Albany St & Gage Ave- Rev 02	1	LS	\$	806.97	\$	806.97		\$	0.00	1.00	\$	806.97	1.00	100%	\$	806.97	
		TOTALS:			\$	928,885.85	\$	-		\$	825,880.39	\$	825,880.39	\$ 825,880.39	\$ 825,880.39	\$ 41,294.03	\$ 784,586.36	\$ (0.00)	\$ 41,294.03

TOTAL GROSS EARNINGS \$ 825,880.39
PREVIOUS GROSS EARNINGS \$ 825,880.39
TOTAL PREVIOUS RETENTION \$ 41,294.03
TOTAL PREVIOUS PAYMENT: \$ 784,586.36
TOTAL EARNED THIS PERIOD \$ (0.00)
TOTAL RETENTION THIS PERIOD \$ (0.00)
TOTAL AMOUNT DUE \$ 41,294.03

ITEM NO. 3

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



August 17, 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 DESIGN BUILD CONTRACT FOR THE CONSTRUCTION OF AN AQUATIC CENTER AND RELATED AMENITIES AT SALT LAKE PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the use of a design build approach with JT Construction Group, Inc. in an amount not-to-exceed \$23,994,426.13 for the purpose of constructing an aquatic center and related improvements at Salt Lake Park;
2. Reject all other proposals; and
3. Authorize the City Manager to negotiate the final contract terms and conditions of the contract with JT Construction Group, Inc. and upon final terms being reached, authorize the City Manager to execute a contract which binds the City to the process and project approved herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park has been underserved in the ability to provide a usable body of water for recreational, health and competitive youth activities. Staff has reviewed potential options for providing a City-owned and maintained pool for the beneficial use of Huntington Park residents. Salt Lake Park has been determined to be the best possible location for a pool or aquatics center due to the open space available, the proximity of the available infrastructure and centralized location to the recreation department.

Preliminary plans have been developed to accommodate the needs of the community aquatic center at the Salt Lake Park location. The plans include a new 30,000 square foot two-story state-of-the-art aquatic center, with an Olympic size pool (competition 50-meter pool), locker rooms, showers, saunas, gym/exercise room (overlooking the swimming pool from the second floor), conference rooms, multi-purpose room, public restrooms,

CONSIDERATION AND APPROVAL OF A DESIGN BUILD CONTRACT FOR THE CONSTRUCTION OF AN AQUATIC CENTER AND RELATED AMENITIES AT SALT LAKE PARK

August 17, 2021

Page 2 of 3

new playground, facade modifications to separate existing buildings and various infrastructure modifications to accommodate the aquatic center.

At the June 1, 2021 City Council meeting, staff was authorized to re-advertise a Request for Proposal (RFP) for the design-build of an aquatic center and related improvements for an aquatic center to be located at Salt Lake Park. The RFP was posted on the City's website and other electronic media bidding firms such as IMS, PWXPress, Bidnet, the Blue Book Building and Construction Network, Dodge Data & Analytics, etc. downloaded the RFP and redistributed. In all, 93 individuals downloaded the RFP between June 2, 2021 at 1:03 pm to June 17, 2021 at 10:40 am.

The seven firms that had previously submitted formal proposals were notified of the advertisement of the RFP via email on July 7, 2021. Staff reviewed the two (2) submitted proposals for consistency with the published RFP and interviewed the contractors to further assess and determine the most responsible and responsive proposer. The following is the ranking of contractors, with number one being the recommended contractor based on their expertise, knowledge of the project, answers to the questions posed during the interview phase and overall project cost.

1. JT Construction Group, Inc.	\$23,994,426.13
2. Graves Construction Group Services, Inc.	\$29,755,128.00

JT Construction Group, Inc. provided the lowest proposal. Staff conducted an analysis of the proposals to ensure that the lowest responsive, responsible proposer met all state and local requirements. Based on the investigation, staff's recommendation is to award JT Construction Group, Inc. the contract agreement for a not-to-exceed amount of \$23,994,426.13. based on being the best value for a design build process. Proposals are available in the City Clerk's Office.

LEGAL REQUIREMENT

Design-bid procurement process is set forth in California Public Contract Code Section 22160, et seq. One statute that expressly authorizes cities to use design-build allows award based upon "best value and other criteria" such as technical design, construction expertise and life cycle costs (Public Contract Code Section 20175.2(d)(4)(B)). The selected design-build entity completes the project design and prepares construction documents. Once the City Council has approved the design, the design-build contractor builds the project.

The City has adhered to Public Contract Code sections 22160 et seq., which permits California public works projects to utilize the design-build approach for projects greater than \$1 million. The City Attorney's Office will review the final contract in collaboration with the City Manager for the construction contract agreement in conformance with all applicable State, local and public contracting codes and will approve for proper execution by the City Manager.

CONSIDERATION AND APPROVAL OF A DESIGN BUILD CONTRACT FOR THE CONSTRUCTION OF AN AQUATIC CENTER AND RELATED AMENITIES AT SALT LAKE PARK

August 17, 2021

Page 3 of 3

FISCAL IMPACT/FINANCING

The initial total estimated project cost is \$30,00,000. The City is exploring financing options through CalPrivate Bank and the Housing and Urban Development (HUD). The City has made a request to the local HUD office to use CDBG funds to partially fund the development of the aquatic center. If the request is approved by HUD, staff will bring the City Council a substantial amendment to allocate funds. Authority will be granted to the City Manager to approve any and all negotiated construction change orders in good faith.

CONCLUSION

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



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ITEM NO. 4



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

August 17, 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 FIRST AMENDMENT TO THE ACCOUNTING/FINANCE SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND KAJIWARA COMMUNICATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the First Amendment to the Accounting/Finance Services Professional Services Agreement between the City of Huntington Park and Kajiwara Communications; and
2. Authorize the City Manager to execute the first amendment to the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 19, 2021 the City of Huntington Park entered into a Professional Services Agreement with Kajiwara Communications to provide accounting/finance assistance to the Finance Department. Services provided are included in the original Scope of Services attached as Exhibit "A" to the contract.

Kajiwara Communications has provided high quality accounting/finance assistance to the City since April 2021, assisting the Finance Department with completing critical financial services. At this time, staff recommends approving the First Amendment to the Professional Services Agreement so there is no disruption of critical accounting/financial functions of the City.

FISCAL IMPACT

There is sufficient funding in the Fiscal Year 2021-2022 Operating Budget that was approved by the City Council on August 10, 2021.

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE
ACCOUNTING/FINANCE SERVICES PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF HUNTINGTON PARK AND KAJIWARA COMMUNICATIONS**

August 17, 2021

Page 2 of 2

CONCLUSION

Upon City Council approval, the City Manager will execute the First Amendment to the Professional Services Agreement.

Respectfully submitted,



RICARDO REYES
City Manager



NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT(S)

- A. First Amendment to the Accounting/Finance Services Professional Services Agreement between the City of Huntington Park and Kajiwara Communications
- B. Professional Services Agreement between the City of Huntington Park and Kajiwara Communications

ATTACHMENT A



**FIRST AMENDMENT TO ACCOUNTING/FINANCE SERVICES PROFESSIONAL
SERVICES AGREEMENT**

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of August 17, 2021 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Kajiwara Communications (hereinafter, "Consultant"). For the purposes of this Agreement, City and Consultant may be referred to collectively by the term "Parties." The term "Party" may refer to City or Consultant interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

This Agreement is made and entered into with respect to the following facts:

WHEREAS, Consultant was retained to provide critical accounting/finance services for the City; and

WHEREAS, on April 19, 2021, the Parties executed and entered into that certain agreement entitled, Professional Services Agreement (Accounting/Finance Services) (hereinafter, the "Master Agreement").

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. **Compensation.** Consultant shall continue to perform critical accounting/finance services, as outlined in the original scope of services in the Master Agreement at an additional not-to-exceed sum of Sixty-Six Thousand Dollars (\$66,000.00).

2. Except as otherwise set forth in this First Amendment, the terms of the Master Agreement shall control. This First Amendment Agreement with the Professional Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

CITY OF HUNTINGTON PARK:

By: _____

Ricardo Reyes
City Manager

Date: _____

KAJIWARA COMMUNICATIONS:

By: _____

Laurie Kajiwara
Consultant

Date: _____

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT
(Engagement: Accounting/Finance Services)

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") for Accounting/Finance Services for the City is made and entered into this 19th day of April 2021 by and between the City of Huntington Park, a municipal corporation (hereinafter, "City") and Kajiwara Communications (hereinafter, "Consultant"). For the purposes of this Agreement City and Consultant may be referred to collectively by the capitalized term "Parties."

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

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement CONSULTANT agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on April 19, 2021, and shall continue until project is complete. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for any reason.
- 1.3 **COMPENSATION:** CONSULTANT shall be compensated for services according to attached rate table in Exhibit "B" (hereinafter referred to as the "Rate Table") during the Term of this Agreement. The total amount shall not exceed the budgeted aggregate sum of THIRTY THOUSAND DOLLARS (\$30,000.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance & Administrative Services. In the event CONSULTANT'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

II.

PERFORMANCE OF AGREEMENT

- 2.1 **COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.2 **STANDARD OF CARE: PERFORMANCE OF EMPLOYEES:** CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT'S profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT'S employees and agents (including but not limited to SUB-CONSULTANT) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

2.3 **ASSIGNMENT:** CONSULTANT shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.4 **CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT'S strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information.

Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security

taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, expressed or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

- 2.5 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.6 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONSULTANT, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

III. INDEMNIFICATION

- 3.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of or failure to perform any Work or services required pursuant to this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT'S commitment to indemnify, defend and protect CITY as set forth herein.
- 3.1.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT'S performance of or failure to perform any work or services hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 3.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 3.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 3.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every SUB CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT, SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 3.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

IV. MISCELLANEOUS PROVISIONS

- 4.1 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the 4.1 termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 4.2 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Kajiwara Communications
17905 Laurelbrook Place
Cerritos, CA 90703
Attn: Laurie Kajiwara
Phone: (310) 351-3858

CITY:

City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager Phone: (323) 584-6200

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-

eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

4.3 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANT:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

4.4 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

4.5 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

4.6 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

4.7 **NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

4.8 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party, but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

4.1 4.9 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.10 **AMENDMENT: MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

4.11 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.12 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in

writing and duly executed by the Parties pursuant to Section 4.10, above.

4.13 **BUSINESS LICENSE AND W9:** A City of Huntington Park Business license must be obtained before commencing work and a W9 provided when submitting first invoice.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

By:



Ricardo Reyes, City Manager

Date:

4/19/2021

KAJIWARA COMMUNICATIONS:

By:



Laurie Kajiwara, Consultant

Date:

4/19/21

EXHIBIT "A"
SCOPE OF SERVICES

1. Accounting/finance assistance in all areas related to the City's accounting/financial functions to include, but not limited to the following:
 - A. Accounts payable/vendor payments;
 - B. Payroll and related benefits payments;
 - C. Cashiering for all City payments received;
 - D. Accounts receivable/billing of City accounts;
 - E. Bank reconciliations for all accounts;
 - F. Reconciliations of balance sheet accounts;
 - G. Financial analysis related to preparation of operating budget;
 - H. Reconciliations of revenues and expenditures/expenses;
 - I. Preparation of month-end and year-end journal entries;
 - J. Preparation of Prepared by Client Schedules for Audit; and
 - K. Preparation of Schedule of Expenditures of Federal Awards.

EXHIBIT "B"
RATE TABLE

EXHIBIT "B"
RATE TABLE

Kajiwara Communications
Consulting Rates

Level	Hourly Rate
Principal	\$ 75
Sr. Associate	45
Associate	25
Assistant	18

***Overtime will be charged at 1.5x
for any hours over 40 per week**

ITEM NO. 5

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report



August 17, 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 OF A REQUEST FROM THE LOS ANGELES COUNTY FOR CONCURRENCE ON A CHAPTER 8 AGREEMENT TO ACQUIRE A PROPERTY LOCATED AT 6531 COTTAGE STREET IN THE CITY OF HUNTINGTON PARK, AND APPROVAL OF AN AGREEMENT FOR SALE AND PURCHASE OF TAX-DEFULTED REAL PROPERTY AND COVENANTS CONDITION, AND RESTRICTION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider a Request from Los Angeles County for Concurrence on a Chapter 8 Agreement to acquire a property located at 6531 Cottage Street in the City of Huntington Park, approve an agreement for sale and purchase of tax-defaulted real property and covenants condition and restrictions; and
2. Authorize the Mayor to execute the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 28, 2021, the City of Huntington Park received a request from the office of Los Angeles County Supervisor Hilda Solis to consider a request for concurrence, and to approve an agreement for sale and purchase of tax-defaulted real property and covenants condition, and restrictions for a newly launched pilot program by the Los Angeles County called The Community Land Trust Partnership Program. Under this program, the County of Los Angeles provides an opportunity to Community Land Trusts to acquire affordable housing properties in order to preserve affordability in perpetuity.

The pilot program entails the following, in terms of the process: Los Angeles County collaborates with a local Community Land Trust (CLT), allowing the CLTs to purchase tax-defaulted property below market value through the Los Angeles Treasurer Tax Collector Chapter 8 Agreement Sale Program; the CLT, not the County, will be the owner of said property. The County is utilized as a mechanism to allow the CLT the opportunity to purchase such properties at a low cost, and to utilize those properties as low-income

CONSIDERATION OF A REQUEST FROM THE LOS ANGELES COUNTY FOR CONCURRENCE ON A CHAPTER 8 AGREEMENT TO ACQUIRE A PROPERTY LOCATED AT 6531 COTTAGE STREET IN THE CITY OF HUNTINGTON PARK, AND APPROVAL OF AN AGREEMENT FOR SALE AND PURCHASE OF TAX-DEFAULTED REAL PROPERTY AND COVENANTS CONDITION, AND RESTRICTION

August 17, 2021

Page 2 of 2

housing set for 99-years. In the purchase agreements between the County and CLTs, it is common practice to establish conditions of sale, including the requirement to comply with the City's consolidated plan or community development plan in its management and maintenance of the purchase property.

As the property tax collector in the City of Huntington Park, Los Angeles County has the power through Revenue and Tax Code Section 3691 to sell tax-defaulted property, so long as the city agrees to the purchase price. The Chapter 8 Agreement Sale does not give away jurisdiction of the City by its terms or any of the statutes cited to therein.

A Chapter 8 Agreement (Tax) Sale such as this takes different steps than a conventional real estate transaction. After receiving the application to purchase tax-defaulted property, the tax collector must obtain approval from the County Board of Supervisors, and then the State Controller's Office. However, when the County is the purchaser and the property is located within city boundaries, as is the case with the property in the City of Huntington Park, the City according to the Revenue and Taxation Code Section 3775, must agree to the sales price. After obtaining all approvals, the tax collector's office will conduct a title investigation used to identify owners and lienholders with a recorded interest to send notice of the agreement sale. The notice will allow parties of interest the opportunity to redeem the property taxes prior to the effective date of the sale.

FISCAL IMPACT/FINANCING

Approval of this specific action does not have a direct fiscal impact on the general fund.

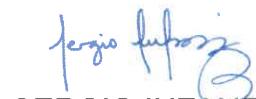
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
CITY MANAGER



SERGIO INFANZON
DIRECTOR OF COMMUNITY DEVELOPMENT

ATTACHMENT(S)

- A. Agreement

ATTACHMENT A

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:
**TREASURER AND TAX COLLECTOR
COUNTY OF LOS ANGELES
225 NORTH HILL STREET, ROOM 130
LOS ANGELES, CA 90012**

(Space above line for Recorder's use)

(PUBLIC AGENCY AGREEMENT)

AGREEMENT FOR SALE AND PURCHASE OF TAX-DEFAULTED REAL PROPERTY
AND COVENANTS, CONDITIONS, AND RESTRICTIONS.

ASSESSOR'S IDENTIFICATION NUMBER 6321-018-015

This Agreement by and between the County of Los Angeles (Seller) and Chief Executive Office (Purchaser), a public agency is made
_____, in accordance with the provisions of
California law.

The real Property situated within the County of Los Angeles, as set forth and described in Exhibit A of this Agreement, is tax-defaulted and is Subject to the Tax Collector's Power to Sell for nonpayment of taxes, pursuant to California Revenue and Taxation Code (R&TC) Section 3691.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Subject to approval by the California State Controller and the County of Los Angeles Board of Supervisors and subject to termination of redemption rights under the R&TC Section 3803, Seller agrees to sell to Purchaser the real property described in Exhibit A of this Agreement, pursuant to Division 1, Part 6, Chapter 8 of the R&TC.
2. The Purchaser agrees to and shall pay the purchase price for the Property, as stipulated in Exhibit A, which does not include the mandated notification costs of this Agreement and which are due and payable within 14 days of the effective date of the sale. The resolution by Purchaser's governing board authorizing the purchase is attached as Exhibit B.

3. INTENT OF USE

The public purpose and specified intent of use set forth by the Purchaser for the purchased Property is as follows:

4. NO WARRANTIES OR REPRESENTATIONS

The Seller makes no representation concerning the condition of title to the subject Property. The Seller does not warrant title to the Property or make any representations concerning the title. Additionally, the Seller makes no representation concerning the physical condition of the subject Property and the Purchaser acknowledges that it is not relying upon any statements or representations of the Seller concerning the subject Property, and is purchasing the subject Property in its "as is" condition.

5. PAYMENT OF COSTS

The Purchaser shall pay the purchase price of the Property and costs of the sale, including but not limited to: the cost of giving notice of this Agreement; the cost of publishing or posting the notice of this Agreement; the cost of proceeding to obtain a clear title to the Property; and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the Property.

6. CONSIDERATION

The Seller shall sell the Property(s) listed in Exhibit A as a single transaction to the Purchaser in consideration of the receipt of the payments listed in this Agreement.

7. REDEMPTION

If any of the Properties listed in Exhibit A are redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that Property or Properties. Notwithstanding the foregoing, this Agreement shall be binding and shall remain in full force and effect with respect to any remaining Property(s).

8. REVIVAL AND RIGHT OF REDEMPTION

This Agreement shall become null and void and the right of redemption restored upon the failure of the Purchaser to comply with the Terms and Conditions of this Agreement prior to the tax deed recordation. The Purchaser will be required to reimburse the Tax Collector for the costs for producing notice, publication, and

actual costs incurred for preparing and conducting the Chapter 8 Agreement Sale if these expenses have already been incurred.

9. INDEMNITY

The Purchaser shall indemnify the Seller from and against any and all liability, loss, costs, damages, attorney's fees, and other expenses which the Seller may sustain or incur by reasons of a challenge to the validity of the Sale of the Tax-Defaulted Property described in Exhibit A. Pursuant to R&TC Section 3809, a proceeding based on alleged invalidity or irregularity of any proceeding instituted must be commenced within one year after the date of execution of the Tax Collector's deed.

10. ENVIRONMENTAL CONDITION OF PROPERTY

The Property acquired pursuant to this Agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The Seller in no way whatsoever assumes any responsibility, implied or otherwise, and makes no representations that the Property(s) are in compliance with federal, state, or local laws governing such substances. The Seller in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by the Purchaser or any other owner to remediate, clean up, or otherwise bring the Property(s) into compliance according to federal, state, or local environmental laws.

11. COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA)

The Seller and the Purchaser agree that under United States Code, Title 42, Section 9601(20)(d), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state governments from clean-up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, the Purchaser shall defend, indemnify, and hold harmless the Seller, its Board of Supervisors, officers, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that the Seller and/or the Seller's officers, directors, agents, employees, or volunteers are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring any Property purchased under this Agreement into compliance with federal, state, or local environmental laws.

12. JURISDICTION BOUNDARIES

If the Purchaser is a district as defined by Government Code 56036(a), the purchased Property must be within the Purchaser's jurisdiction, unless a letter from Purchaser's legal counsel stating that either the influence has been extended by the Local Agency Formation Commission (LAFCO) to include the Property or the Property may be purchased without conflict with sphere of influence parameters.

13. ENTIRE AGREEMENT

This Agreement, with Exhibit A, constitutes the entire Agreement of the parties.

EXHIBIT A	Real Property Description and Purchase Price
EXHIBIT B	Resolution of Governing Board

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva
County Counsel

By _____
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit A is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.

ATTEST: 

Chief Executive Office

By: 

Chief Operating Officer
Title

(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the City of Huntington Park of Los Angeles County hereby agrees to the selling price as provided in this agreement.

ATTEST: _____

City of Huntington Park

By _____

City Mayor

(Seal)

ATTEST: Board of Supervisors, County of Los Angeles

By: _____

Executive Officer-Clerk

By: _____

Chair of the Board of Supervisors
of the Board of Supervisors

By: _____

Deputy

(seal)

This Agreement was submitted to me before execution by the Board of Supervisors and I have compared the same with the records of County of Los Angeles relating to the real Property described herein.

County of Los Angeles Tax Collector

Pursuant to the provisions of R&TC Section 3775, the Controller agrees to the selling price set forth and, pursuant to the provisions of section 3795 approves the foregoing agreement on this _____ day of _____, 20____ is approved.

BETTY T. YEE
CALIFORNIA STATE CONTROLLER

By: _____

Jennifer Monticinos, Manager
Tax Administration Section

EXHIBIT A

REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

ITEM	DESCRIPTION
Supervisorial District	1
Location	CITY OF HUNTINGTON PARK
Address	6531 COTTAGE ST HUNTINGTON PARK, CA 90255
Assessor's Identification Number	6321-018-015
Legal Description	HUNTINGTON COURT LOT 6 BLK 5
Size/Area	6,902 SQ. FT.
Agreement Number	2859
First Year of Default	2012
Estimated Purchase Price	\$67,195.99
Purpose of Acquisition	TO PRESERVE AFFORDABLE HOUSING FOR LOW TO MODERATE INCOME HOUSEHOLDS.

Note: The estimated purchase price of each property is based on the amount due as of February 22, 2022, the anticipated completion date, and includes the projected costs of the Chapter 8 Agreement Sale, which consist of notification, publication, postage, title report, recording, and State and transfer taxes, if applicable.