

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, September 6, 2022

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

Eduardo “Eddie” Martinez
Mayor

Marilyn Sanabria
Vice Mayor

Karina Macias
Council Member



Graciela Ortiz
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

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hpcsa.gov or Esarmiento@hpcsa.gov or by telephone, by calling (323) 584-6297, up to 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. Below is the virtual link and toll free phone number to participate in the meeting.

JOIN VIRTUALLY AT:

<https://zoom.us/j/97897123169?pwd=NkhsNEFacUZCMmJyVERkOFBsQXZMdz09>

OR PARTICIPATE BY PHONE AT:

- **Toll Free: 669-900-9128,**
- **Meeting ID: 978 9712 3169, then #**
- **Password: 632516**

*ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED. If you are joining by phone, press *9 to be placed in the queue to speak and *6 to unmute your line. Comments from the public are limited to 3 minutes per speaker.*

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 or virtually via the Zoom link provided above.

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. NATIONAL HEALTH CENTER AWARENESS WEEK PROCLAMATION
2. CHILD WELFARE AND ATTENDANCE COUNSELORS' PROCLAMATION
3. PRESENTATION ON THE ENVIRONMENTAL JUSTICE ELEMENT AND HOUSING ELEMENT

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing, 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 – EXISTING LITIGATION Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Government Code Section 54956.9(d)(1)
Jose Luis Maldonado Aguilar v. City of Huntington Park, et al. Case No. 2:21cv-5755-AB-KS. US District Court for the Central District of California

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered 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. CITY COUNCIL MEETING MINTUES

RECOMMENDED THAT CITY COUNCIL:

Approve Minute(s) of the following City Council Meeting(s):
1-1. Regular City Council Meeting held August 16, 2022

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated September 6, 2022;

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE MECHANICAL AND HEATING, VENTILATING, AND AIR CONDITIONING PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES

RECOMMENDED THAT CITY COUNCIL:

1. Award a three (3) year professional service agreement (PSA) with an option of two, one-year extensions to provide Mechanical and Heating, Ventilating, and Air Conditioning (HVAC) preventative maintenance and repair of City facilities services to F. M. Thomas Air Conditioning, Inc. as the most responsive and responsible proposer for a not-to-exceed amount of \$21,160 per contract calendar-year payable from account 111-8020-431.56-41 (\$695), 111-8022-419.56-41 (\$10,885), 111-8023-451.56-41 (\$7,350) and 111-7024-421.56-41 (\$2,230);
 2. Appropriate an additional not-to-exceed amount of \$75,000 from Account Number 111-8022-419.56-41 towards necessary HVAC system repairs required beyond routine maintenance; and
 3. Authorize the City Manager to execute the PSA and approve HVAC system repairs.
- ### 4. CONSIDERATION AND APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF COMMERCE TO PARTICIPATE IN THE DESIGN AND CONSTRUCTION OF THE RANDOLPH CORRIDOR METRO ACTIVE TRANSPORTATION PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the Mayor, City Manager, City Clerk and City Attorney to execute the Memorandum of Understanding with the City of Commerce to participate in the design and construction of the Randolph Corridor Metro Active Transportation Project.

OFFICE OF THE CITY CLERK

5. CONSIDERATION OF ALTERNATIVES TO FILL THE CITY COUNCIL VACANCY CREATED BY THE PASSING OF COUNCILMEMBER MANUEL AVILA

RECOMMENDED THAT CITY COUNCIL:

1. Consider options and alternatives for filling the vacancy created by the passing of Councilmember Manuel Avila and provide direction or take action as required by Government Code § 36512

POLICE DEPARTMENT

6. SECOND READING OF AN ORDINANCE ADDING CHAPTER 21 “MILITARY EQUIPMENT USE POLICY,” TO TITLE 4, “PUBLIC SAFETY,” OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

RECOMMENDED THAT CITY COUNCIL:

1. Waive full reading and conduct the second reading by title only of the proposed ordinance (Attachment “A”) adding chapter 21 “Military Use Policy, to title 4, “Public Safety,” of the Huntington Park Municipal Code;

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Karina Macias

Vice Mayor Marilyn Sanabria

Mayor Eduardo “Eddie” Martinez

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, September 20, 2022 at 6:00 P.M.

I, Eduardo Sarmiento, 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 1st day of September 2022.

A handwritten signature in cursive script, appearing to read 'Eduardo Sarmiento', written in dark ink.

Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Meeting of the City of Huntington Park City Council Tuesday, August 16, 2022

The City Council hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing conducted this meeting in accordance with

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, August 16, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Eduardo "Eddie" Martinez presiding.

PRESENT: Councilmember(s): Graciela Ortiz, Karina Macias, Vice-Mayor Marilyn Sanabria, and Mayor Eduardo "Eddie" Martinez.

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Cesar Roldan, Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Cosme Lozano, Chief of Police, Director of Finance & Administrative Services; Steve Foster, Director of Community Development; Sergio Infanzon, Director of Communications; Araceli Almazan City Attorney, Cynthia Norzagaray Director of Parks & Recreation - absent.

INVOCATION

Invocation was led by Mayor Martinez.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Martinez

PRESENTATION(S)

- 1. RECOGNITION OF NATIONAL NIGHT OUT VENDORS**
- 2. PRESENTATION/REPORT ON HUNTINGTON PARK TUTORING PROGRAM**
- 3. RECOGNITION OF SUMMER TUTORING PROGRAM PARTICIPANTS**
- 4. PRESENTATION ON COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

PUBLIC COMMENTS

The following people provided public comment:

1. Haydee Luppino
2. Isabela Campos
3. Rosa Torres
4. Carmen Ayala
5. Jacob Jimmy

STAFF RESPONSE

City manager Ricardo Reyes stated that he will revisit the topic of Zumba at Keller Park with the director of Parks and Recreation Cynthia Norzagaray and look into the possibility of extending the program. He then addressed the homeless topic by sharing that the city has a homeless outreach program that is spearheaded by Huntington Park Police and a council approved consultant Inner City Visions. He asked all community members to continue contacting the Huntington Park Police for assistance with this topic. He then asked Police Chief Cosme Lozano if he had any additional information to add regarding the topic of homelessness.

Police Captain Martinez concurred with Mr. Reyes that Huntington Park Police department is working with Inner City Visions to provided outreach to homeless individuals in the area mentioned during public comment. He added that the city has also entered into an agreement with Bell Shelter to hold four (4) beds for exclusive use by Huntington Park referrals and a memorandum of understanding with neighboring cities to share open beds when needed. He also stated that increased patrols have helped and will continue along with efforts by Inner City Visions to address the concerns. He closed by encouraging all residents to continue calling the police department in to report any illegal activity.

CLOSED SESSION

City Attorney Almazan stated that it is appropriate to recess to closed

session. Mayor Martinez recessed into closed session at 6:59 p.m.

1. 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 Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Aragon et. al. v. City of Huntington Park et. al.
Los Angeles Superior Court Case No.20STCV44933

Mayor Martinez reconvened the Council meeting from Closed Session at 7:55 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with Councilmembers Ortiz, Macias, Vice Mayor Sanabria, and Mayor Martinez the three (3) matters listed on the closed session agenda were discussed. With regard to items one (1), two (2), and three (3) Council was briefed, direction was provided and no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

MOTION: Councilmember Macias moved to approve the consent calendar, seconded by Vice Mayor Sanabria. Motion carried by unanimous consent.

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

NOES: None

1. CITY COUNCIL MEETING MINUTES

Approve Minute(s) of the following City Council Meeting(s):
1-1 Regular City Council Meeting held August 2, 2022

2. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

Adopt Resolution No. 2022-31 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

FINANCE

3. CHECK REGISTERS

Approve Accounts Payable and Payroll Warrant(s) dated August 16, 2022

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

4. CONSIDERATION AND APPROVAL TO PUBLISH A REQUEST FOR PROPOSAL TO OBTAIN TECHNICAL EXPERTISE FROM A CERTIFIED TREE ARBORIST AND UPDATE THE URBAN TREE INVENTORY

MOTION: Vice Mayor Sanabria moved to Authorize staff to publish a Request for Proposal (RFP) to obtain professional services from a certified tree arborist and to update the urban tree inventory, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

5. CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO OVERSEE THE ONE-TIME STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL

ASSISTANCE GRANT PROGRAM

MOTION: Vice Mayor Sanabria moved to award the professional services agreement to oversee and implement the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program to Municipal Waste Solutions for a not-to-exceed amount of \$75,625 payable from Account No. 285-8050-432.56-41; and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

END OF REGULAR AGENDA

PUBLIC HEARINGS

POLICE DEPARTMENT

Mayor Martinez opened the public hearing.

6. FIRST READING OF AN ORDINANCE ADDING CHAPTER 21 "MILITARY EQUIPMENT USE POLICY," TO TITLE 4, "PUBLIC SAFETY," OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481 POLICY

MOTION: Councilmember Macias moved to waive full reading and introduce by title only the proposed ordinance (Attachment "A") adding chapter 21 "Military Use Policy, to title 4, "Public Safety," of the Huntington Park Municipal Code, seconded by Vice Mayor Sanabria. Motion carried by unanimous consent.

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

NOES: None

COMMUNITY DEVELOPMENT

7. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT ONE TO THE FY 2022-2023 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

MOTION: Councilmember Ortiz moved to approve Substantial Amendment Number One to the Annual Action Plan for FY 2022-2023, inclusive of any comments received by the City Clerk during the 30-day public comment period; and authorize City Manager to execute the HUB Cities Consortium Business Outreach Program with the unallocated FY 2020 CDBG-CV funds; and authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing

and Urban Development Department (HUD); and amend the Fiscal Year 2022-2023 Budget in accordance with the approved Substantial Amendment, appropriating \$80,000.00 to account number 239-0280-490.51-07, Business Outreach Program; and authorize City staff to electronically transmit the amended components of the FY 2022-2023 Annual Action Plan to the U.S Department of Housing and Urban Development (HUD) via Integrated Disbursement and Information System (IDIS), seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

END OF PUBLIC HEARINGS

DEPARTMENTAL REPORTS

To view the complete report please click the following link [8-16-22 City Council Meeting](#)

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz began by wishing all students a happy first week back at school. She then thanked staff for their efforts in getting the tutoring program up and running.

Councilmember Macias thanked staff and echoed Councilmembers Ortiz comments wishing the kids a happy first week back to school and thanked staff for a successful roll out of the tutoring program.

Vice Mayor Sanabria also thanked staff and directors for all their hard work and also echoed her colleagues in wishing kids of all ages a happy first week back to school.

Mayor Martinez also thanked staff and the police for keeping everyone safe and echoed the comments of his council colleagues wishing all students a happy first week back. He closed by sharing some kind words about his recent departure and longtime Huntington Park resident and business owner Salvador Avila.

ADJOURNMENT

Mayor Martinez adjourned the meeting in memory of Salvador Avila at 8:07 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday September 06, 2022 at 6:00 pm

Respectfully submitted



Eduardo Sarmiento, 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

9/06/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
4IMPRINT INC.	10109211	232-6010-466.55-56	PERFORMANCE ARTS SUPPLIES	1,218.28
ALADDIN LOCK & KEY SERVICE	32280 32292	111-7010-421.61-20 111-8023-451.43-10	DUPLICATE KEYS AND SVC KEYS COPIES PARK BUILDING	\$1,218.28 110.03 490.64 \$600.67
ALAN'S LAWN AND GARDEN CENTER, INC.	1101928	741-8060-431.43-20	COIL IGNITION LEAF BLOWER	75.73
ALTEC INDUSTRIES INC	12038940	741-8060-431.43-20	CAR PARTS PD UNITS	\$75.73 305.60 \$305.60
AMAZON.COM SERVICES, INC.	117K-NXNY-WLN4 14DR-YYXW-1GLH 1FTJ-6W7H-HPGJ 1HCM-3DXX-3MVG 1GHH-3TKC-RQ3W 1V33-WC3Y-GXL7 1Y67-9M43-1VXQ 1DN1-HJDX-11Q7	111-6010-451.61-20 111-6010-451.61-20 111-6010-451.61-20 111-6010-451.61-20 111-6020-451.61-35 111-6020-451.61-35 111-6020-451.61-35 239-6065-466.61-20	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES CULTURAL ART SUPPLIES CULTURAL ART SUPPLIES CULTURAL ART SUPPLIES SENIOR PROGRAM SUPPLIES	162.48 450.92 101.92 28.61 622.25 42.15 39.32 67.24 \$1,514.89
ANTHONY PIMENTEL	04182022	111-7010-421.59-20	MILEAGE PAY	97.11
ARTURO GUIZAR	05202022	111-7010-421.59-20	MILEAGE PAY	\$97.11 18.14
ASCAP	5000637328	111-6020-451.56-41	MUSIC LICENSE	\$18.14 53.45
AT&T	7/4-8/3 7/5-8/4	111-7010-421.53-10 121-7040-421.56-14	PD PHONE SERVICE PD INMATE PHONE SERVICE	\$53.45 732.51 99.89
AT&T MOBILITY	7/7-8/6	111-7010-421.53-10	PD WIRELESS PHONES	\$832.40 3,563.79
B AND H SIGNS	19908	111-7022-421.61-24	VEHICLE GRAPHICS REPAIR	\$3,563.79 90.00
BAYCO	173522	535-8090-452.61-20	ASSEMBLY BACKFLOW DEVICE	\$90.00 659.30
BDG LAW GROUP	31380	745-9031-413.32-70	LEGAL SVCS JULY 2022	\$659.30 70,457.04
BLACK AND WHITE EMERGENCY VEHICLES	4594	111-7022-421.61-28	CARGO WINDOW GUARDS	\$70,457.04 689.49
BLUE WHALE COMPENSATION LLC	2022-ID241-02	111-2030-413.56-41	NON REPRESENTED EMPLOYEE	\$689.49 10,500.00
BOB BARKER COMPANY INC.	INV1800046	121-7040-421.56-14	JAIL SUPPLIES	\$10,500.00 753.12
BOTACH TACTICAL	INV26932	111-7022-421.61-24	WEAPON ACCESSORIES	\$753.12 1,781.06 \$1,781.06

**City of Huntington Park
Demand Register
9/06/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BUD'S EQUIPMENT SERVICE	010420	741-8060-431.43-20	MAINT REPAIR/SVC REPAIR	526.22
BUENA PARK HONDA	490589	741-8060-431.43-20	PARTS FOR POLICE UNIT	\$526.22
CALPERS	100000016871426	111-0000-217.50-10	MEDICAL BENEFITS AUG 2022	\$857.10
	100000016905425	111-0000-217.50-10	MEDICAL BENEFITS SEPT2022	178,581.95
	100000016871426	111-9013-413.56-41	MEDICAL BENEFITS AUG 2022	170,918.51
	100000016905425	111-9013-413.56-41	MEDICAL BENEFITS SEPT2022	589.32
	100000016871426	217-9010-413.28-00	MEDICAL BENEFITS AUG 2022	584.03
	100000016905425	217-9010-413.28-00	MEDICAL BENEFITS SEPT2022	153,320.48
	100000016871426	217-9010-413.56-41	MEDICAL BENEFITS AUG 2022	157,989.83
	100000016905425	217-9010-413.56-41	MEDICAL BENEFITS SEPT2022	541.89
CENTRAL BASIN MWD	HP-JUL22	681-8030-461.41-00	IMPORTED WATER JULY	\$663,497.71
CENTRAL FORD	12208	219-8085-431.43-21	CAR PARTS	\$188,869.79
	12524	219-8085-431.43-21	CAR PARTS	363.60
	12531	219-8085-431.43-21	CAR PARTS	296.35
	12631	219-8085-431.43-21	CAR PARTS	955.81
	12639	219-8085-431.43-21	CAR PARTS	23.37
	11612	741-8060-431.43-20	CAR PARTS	23.81
	11822	741-8060-431.43-20	CAR PARTS	43.81
	12213	741-8060-431.43-20	CAR PARTS	266.49
	12225	741-8060-431.43-20	CAR PARTS	547.56
	12523	741-8060-431.43-20	CAR PARTS	378.97
	12564	741-8060-431.43-20	CAR PARTS	110.01
	12643	741-8060-431.43-20	CAR PARTS	171.59
CHAMPION CJD	525376	741-8060-431.43-20	INSPECT & REPLACE CLUSTER	\$3,298.87
CHARTER COMMUNICATIONS	7/30-8/29	111-7010-421.53-10	INTERNET CLOUD BACKUP SECURITY	1,169.10
	8/7-9/6	111-7010-421.53-10	FIBER INTERNET	669.85
	8/2-9/1	111-9010-419.53-10	CITY HALL BACKUP INTERNET	1,650.00
	7/31-8/30	121-7040-421.56-14	TV SERVICES JAIL AREA	1,999.00
CINDI CAYAX	2123	111-6020-451.56-41	ZUMBA CLASSES AT PARK	\$4,675.36
	2124	111-6020-451.56-41	ZUMBA CLASSES AT PARK	700.00
	2122	111-6065-451.57-46	ZUMBA CLASSES AT PARK	350.00
CINTAS CORPORATION NO 3	4126271223	741-8060-431.56-41	UNIFORM DRY CLEANING	\$1,540.00
	4126950106	741-8060-431.56-41	UNIFORM DRY CLEANING	414.26
	4127633267	741-8060-431.56-41	UNIFORM DRY CLEANING	414.26
				\$1,242.78

City of Huntington Park
Demand Register

9/06/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CITY OF IRVINE	22-SEP28	111-7010-421.59-20	OFFICER ATTEND TRAINING	100.00
COMMERCIAL TIRE COMPANY	1-174175	741-8060-431.43-20	TIRE PURCHASE POLICE UNIT	\$100.00
CONCENTRA MEDICAL CENTERS	76112046	111-2030-413.56-41	PRE EMPLOYMENT PHYSICAL	2,042.16
COUNTY OF LA DEPT OF PUBLIC WORKS	REPW22081500748	221-8014-429.56-41	SHARED TRAFFIC SIGNAL	\$2,042.16
DAILY JOURNAL CORPORATION	B3597014-IN B3597016-IN	111-1010-411.54-00 111-1010-411.54-00	NOTICE OF PUBLICATION NOTICE OF PUBLICATION	493.00
DANE LOOMIS	05182022	111-7010-421.59-20	MILEAGE PAY	\$493.00
DAPEER, ROSENBLIT & LITVAK	20419	111-0220-411.32-70	GENERAL CODE ENFORCEMENT	680.12
DATA TICKET INC.	HP010001210 PC95849 128790 136062 136463 137620 138719 128997 133224 134267 140880 140980	111-0000-351.10-10 111-0000-351.10-10 111-3010-415.56-41 111-3010-415.56-41 111-3010-415.56-41 111-3010-415.56-41 111-3010-415.56-41 111-7065-441.61-20 111-7065-441.61-20 111-7065-441.61-20 111-7065-441.61-20 111-7065-441.61-20	REFUND DEPOSIT 4/20/2022 REFUND DEPOSIT 12/21/2021 ONLINE ACCESS CITATION CITATION TICKETS FRANCHISE TAX BOARD BUSINESS LICENSE PD. FRANCHISE TAX BOARD ANIMAL CONTROL CITATION ANIMAL CONTROL CITATION ANIMAL CONTROL CITATION CODE ENFORCEMENT CITATION CODE ENFORCEMENT CITATION	\$680.12 886.18 815.89 \$1,702.07 144.15 \$144.15 142.30 \$142.30 342.00 34.00 12.50 12.50 38.75 80.51 27.30 31.50 107.50 31.50 112.50 31.50 \$862.06
DATAPROSE, INC.	DP2202891 DP2202891 DP2202463 DP2202463	681-3022-415.53-20 681-3022-415.56-41 681-8030-461.42-05 681-8030-461.54-00	WATER BILLS & POSTAGE WATER BILLS & POSTAGE PRINT DISTRIBUTE MAIL PRINT DISTRIBUTE MAIL	1,683.38 1,045.12 2,224.08 3,500.00
DAY WIRELESS SYSTEMS	INV735991	111-7010-421.56-41	RECURRING BILLING SVCS	\$8,452.58
DELTA DENTAL	BE005115525	111-0000-217.50-20	DELTA CARE MONTH BENEFITS	1,696.90
DELTA DENTAL INSURANCE COMPANY	BE005113185	111-0000-217.50-20	DELTA CARE MONTH BENEFITS	\$1,696.90
DEPARTMENT OF ANIMAL CARE & CONTROL	08252022	111-7065-441.56-41	ANIMAL CARE & CONTROL JULY	7,797.07
DEPARTMENT OF RESOURCES RECYCLING	OPP11-20-0152	287-8057-432.61-20	UNSPENT FUNDS OIL PROG.	2,286.16
				\$2,286.16
				19,692.97
				\$19,692.97
				200.85
				\$200.85

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DOOLEY ENTERPRISES, INC.	63564	225-7120-421.74-10	DEPARTMENT AMMUNITION	1,842.53
DUNN EDWARDS CORPORATION	2009343633 2009344477	111-8095-431.61-50 111-8095-431.61-50	PAIN GRAFFITI REMOVAL PAINT FOR GRAFFITI REMOVE	\$1,842.53 81.92 163.84 \$245.76
EDUARDO AVALOS	112-0809427 112-0849520 112-0809427 112-0809427 112-0809427 112-0809427 112-0849520	111-8022-419.15-20 111-8022-419.15-25 221-8014-429.15-20 535-8016-431.15-20 681-8030-461.15-20 681-8030-461.15-25	TOOL REIMBURSEMENT BOOT REIMBURSEMENT TOOL REIMBURSEMENT TOOL REIMBURSEMENT TOOL REIMBURSEMENT TOOL REIMBURSEMENT BOOT REIMBURSEMENT	120.00 190.00 180.00 80.00 20.00 10.00 \$600.00
ELITE IRON DOORS & FENCES INC	21654 21655	111-8024-421.43-10 111-8024-421.43-10	SUPPLIES FOR POLICE ENTRY GATE GUIDE ROLLERS	1,980.00 240.00 \$2,220.00
EMMANUEL SOBERANIS	08092022	111-9018-413.35-10	TUITION REIMBURSEMENT	1,500.00
EMPLOYMENT DEVELOPMENT DEPT.	L1881000080	111-9017-413.52-90	UNEMPLOYMENT INS BENEFIT	\$1,500.00
ESTEBAN PALACIOS	05242022	111-7010-421.59-20	MILEAGE PAY	7,282.03 \$7,282.03 18.14 \$18.14
EXPRESS TRANSPORTATION SERVICES LLC	HPE08012022 HPE08012022 HPE08012022 HPE08012022 HPE08012022	111-0000-362.20-15 219-0000-340.30-00 219-8085-431.56-43 220-8085-431.56-43 222-8010-431.56-43	FIXED ROUTE TRANSIT SVCS FIXED ROUTE TRANSIT SVCS FIXED ROUTE TRANSIT SVCS FIXED ROUTE TRANSIT SVCS FIXED ROUTE TRANSIT SVCS	-2,500.00 -1,355.96 32,312.87 32,312.87 32,312.86 \$93,082.64
FAIR HOUSING FOUNDATION	03082022 04072022 05092022 05092022 07072022	239-0272-463.57-87 239-0272-463.57-87 239-0272-463.57-87 239-0272-463.57-87 239-0272-463.57-87	PERSONNEL OPER.FEBR 2022 PERSONNEL OPER.MARCH 2022 PERSONNEL OPER.APRIL 2022 PERSONNEL OPER.MAY 2022 PERSONNEL OPER.JUNE 2022	852.79 921.65 812.02 852.61 194.24 \$3,633.31 190.20 \$190.20
GEORGE CHEVROLET	117671	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	\$190.20
GEOSYNTEC CONSULTANTS, INC.	464269 479898	111-5010-419.56-49 111-5010-419.56-49	PROFESSIONAL SVC PREV CHK PROFESSIONAL SVCS	11,418.34 7,443.30 \$18,861.64
GRAINGER	9408790401 9419954707	111-8020-431.43-10 741-8060-431.43-20	DOOR REPAIR FLEET SHOP ABSORBENT PADS FLEET SHOP	166.60 147.30 \$312.90
GUTIERREZ BACKGROUND INVESTIGATIONS	2022-5	111-7010-421.56-41	BACKGROUND POLICE	400.00

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GUTIERREZ BACKGROUND INVESTIGATIONS	2022-6	111-7010-421.56-41	BACKGROUND POLICE OFFICER	400.00
HASA, INC.	832248	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	\$800.00
	832251	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	181.61
	832254	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	235.04
	838421	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	259.45
	838431	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	261.16
	838453	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	233.50
	840536	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	285.39
	840537	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	259.45
	840539	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	212.75
	842554	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	331.67
	842555	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	363.70
	842556	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	457.62
				298.76
				\$3,380.10
HENRY ANDRADE	06222022	111-7010-421.59-15	CAR RENTAL EXTRADITION	241.74
				\$241.74
HOME DEPOT - PUBLIC WORKS	4522787	111-7022-421.61-27	PD SUPPLIES	127.28
	5051686	111-7022-421.61-27	PD SUPPLIES	94.21
	2510633	111-8023-451.43-10	PARKS LIGHTS	76.75
	5972246	111-8023-451.43-10	PARKS LIGHTS	148.84
	5361263	111-8095-431.61-50	GRAFFITI SUPPLIES	78.18
	7270140	535-8090-452.61-20	LIGHTING LANDSCAPE	16.12
	8270097	535-8090-452.61-20	LIGHTING LANDSCAPE	75.48
				\$616.86
IBE DIGITAL	444508	111-9010-419.44-10	TONER	2,103.95
	445150	111-9010-419.44-10	TONER ACCT#LA2578	478.74
				\$2,582.69
ICRMA	05242022	745-9031-413.52-30	SETTLEMENT PAYMENT	79,325.54
				\$79,325.54
INFINITY BACKGROUND INVESTIGATIONS	103	111-7010-421.56-41	BACKGROUND INVESTIGATION	900.00
				\$900.00
INFRASTRUCTURE ENGINEERS	27774	111-5010-419.56-49	PLANNING SERVICES	29,250.00
	27790	111-5010-419.56-49	BUILDING AND SAFETY	42,493.50
	27809	111-5010-419.56-49	ENGINEERING SERVICES	1,848.00
	27814	111-5010-419.56-49	BUILDING AND SAFETY	14,999.92
				\$88,591.42
INTERNATIONAL LEAGUE OF CITIES	GOV 1306	219-0210-413.64-00	ANNUAL MEMBERSHIP	250.00
				\$250.00
J SQUARED	00104	681-8030-461.56-41	PROFESSIONAL SVCS	800.00
				\$800.00
J.T. THORPE & SON, INC.	0401-22-5164-05	111-6010-451.56-41	WATER TANK MURALS	1,800.00
				\$1,800.00

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J316 BUILDER	1-JUNE2022	111-7024-421.56-41	JANITORIAL SERVICES	3,700.84
	1-JUNE2022	111-8020-431.56-41	JANITORIAL SERVICES	960.34
	1-JUNE2022	111-8022-419.56-41	JANITORIAL SERVICES	4,779.11
	1-JUNE2022	111-8023-451.56-41	JANITORIAL SERVICES	11,478.92
				\$20,919.21
JAMES DURAN	05242022	111-7010-421.59-20	MILEAGE PAY	4.92
				\$4.92
JERRY'S AUTO BODY, INC.	32527	741-8060-431.43-20	REPAIR & REFURBISH UNIT	13,889.32
	32576	741-8060-431.43-20	REPAIR & REFINISH UNIT	3,670.95
				\$17,540.27
JESUS VERDIELL	05242022	111-7010-421.59-20	MILEAGE PAY	18.14
				\$18.14
JOEL GORDILLO	JG202207	111-1010-411.56-41	FILMING BROADCAST COUNCIL	1,650.00
	JG202208	111-1010-411.56-41	FILMING BROADCAST COUNCIL	1,650.00
				\$3,300.00
JOHN A ORNELAS	7/25-8/22	111-0220-411.32-70	CONSULTANT FEES	7,350.00
				\$7,350.00
JORGE GOMEZ	05172022	111-7010-421.59-30	MILEAGE PAY	30.66
				\$30.66
KNIGHTSCOPE, INC.	INV1527	229-0210-421.44-10	K-5 MACHINE SERVICE	65,150.50
				\$65,150.50
LA COUNTY SHERIFF'S DEPT	230022BL	121-7040-421.56-41	INMATE MEAL SERVICE	760.14
				\$760.14
LAN WAN ENTERPRISE, INC	73309	111-7010-419.43-15	IT SVCS MONTHLY MAINT FEE	25,106.00
	73076	111-7010-421.56-41	AGREEMENT MONTH RECURRING	1,704.00
	73332	111-7010-421.56-41	AGREEMENT MONTH RECURRING	1,704.00
	73309	111-9010-419.43-15	IT SVCS MONTHLY MAINT FEE	25,106.00
				\$53,620.00
LB JOHNSON HARDWARE CO.	122371	111-8023-451.43-10	HARDWARE PEDESTRIAN	43.12
	122358	535-8090-452.61-20	COVER LIGHTS KELLER PARK	19.64
	122413	535-8090-452.61-20	INSTALLATION BACK FLOW	7.21
				\$69.97
LEGAL SHIELD	0143713	111-0000-217.60-50	THEFT PROTECTION PLAN MTH	28.90
				\$28.90
LOS ANGELES COUNTY FIRE DEPARTMENT	IN0365681	111-7040-421.56-41	HAZARDOUS DISCLOSURE PROG	411.00
				\$411.00
MANAGED HEALTH NETWORK	PRM-074698	111-0000-217.50-60	MONTHLY MANAGED HEALTH	336.00
				\$336.00
MARISELA ZEPEDA	08112022	111-9018-413.35-10	TUITION REIMBURSEMENT	1,500.00
				\$1,500.00
MR. HOSE INC.	209345	741-8060-431.43-20	PARTS FOR HOSE TEMPLATE	267.19
	209422	741-8060-431.43-20	PARTS FOR HOSE TEMPLATE	27.78
				\$294.97

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NACHO'S LOCK & KEY SERVICE	017114	111-8020-431.43-10	PAINT GRAFFITI REMOVAL	139.28
	017101	111-8023-451.43-10	DOOR CLOSERS REBUILT	780.00
	017808	111-8024-421.43-10	ELECTRICAL DOOR REPAIR	907.00
				\$1,826.28
NEW CHEF FASHION INC.	1035822	111-7010-421.61-20	EMPLOYEE UNIFORM	77.12
	1036516	111-7010-421.61-20	EMPLOYEE UNIFORM	110.23
				\$187.35
O'REILLY AUTO PARTS	2959-184516	219-8085-431.43-21	CAR PARTS FOR POLICE UNIT	36.66
	2959-191384	219-8085-431.43-21	CAR PARTS SHUTTLE UNIT	51.67
	5655-300220	219-8085-431.43-21	TIRE RIM SHUTTLES TPMS	106.76
	2959-184920	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	3.30
	2959-184951	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	6.55
	2959-185167	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	23.08
	2959-188518	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	15.94
	2959-190476	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	15.15
	2959-190477	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	143.46
	2959-190495	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	18.73
	2959-190732	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	540.21
	2959-190908	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,350.94
	2959-191567	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	110.24
	5655-300220	741-8060-431.43-20	TIRE RIM SHUTTLES TPMS	210.36
				\$2,633.05
OK PRINTING DESIGN & DIGITAL PRINT	2575	111-8020-431.61-20	OFFICE SUPPLIES ENVELOPE	330.92
				\$330.92
ORANGE COUNTY SHERIFF'S DEPT	08292022	111-7010-421.59-20	OFFICER ATTENDING TRAINING	1,313.00
				\$1,313.00
PARKINK	28437	111-6030-451.61-35	PARKS UNIFORMS	3,870.25
				\$3,870.25
PARS	51197	111-9010-419.56-41	PARS ARS FEE	608.41
	51257	216-3010-415.56-41	PARS REP FEE	2,533.54
				\$3,141.95
PITNEY BOWES GLOBAL FINANCIAL	3105646927	111-7040-421.44-10	MAILING SYSTEM CHARGES	593.32
				\$593.32
PROTONEX LLC DBA PNI SENSOR	SO-00336	111-8010-431.61-20	PNI SENIORS PARKING SPACE	1,076.11
				\$1,076.11
PSYCHOLOGICAL CONSULTING ASSOC, INC	525390	111-7010-421.56-41	PRE EMPLOYMENT EVALS	400.00
	525728	111-7010-421.56-41	PRE EMPLOYMENT EVALS	192.50
	525732	111-7010-421.56-41	PRE EMPLOYMENT EVALS	440.00
				\$1,032.50
PURCHASE POWER	80090001142607	111-7040-421.56-41	POSTAGE FEES	566.97
	800909003558108	111-9010-419.53-20	CURRENCY REFILL POSTAGE	1,414.31
	800909003558108	111-9010-419.53-20	REFILL POSTAGE	1,990.58
				\$3,971.86
QDOXS	IN45470	111-8020-431.43-05	XEROX COPIER CONTRACT	23.17

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QDOXS	IN45470	285-8050-432.43-05	XEROX COPIER CONTRACT	23.17
	IN45470	681-8030-461.43-05	XEROX COPIER CONTRACT	23.18
				\$69.52
RAYMOND GARCIA	05192022	111-7010-421.59-20	MILEAGE PAY	9.83
				\$9.83
REFRIGERATION SUPPLIES DISTRIBUTOR	1590524-00	111-8023-451.43-10	RELAYS FOR AC MRC GYM	52.78
				\$52.78
REGISTRAR RECORDER/COUNTY CLERK	22-3011	111-1010-411.61-20	CANDIDATE STATEMENT	2,915.22
				\$2,915.22
REXEL COMMERCIAL & INDUSTRIAL	S133573588	226-8010-419.74-10	ELECTRIC CHARGING STATION	2,639.38
				\$2,639.38
RINCON CONSULTANTS, INC.	41527	111-5010-419.56-49	PLANNING SERVICES	48,056.30
				\$48,056.30
RIO HONDO COLLEGE	X22-81-ZHPK	111-7010-421.59-15	ENROLLMENT FEES	416.00
	X22-93-ZHPK	111-7010-421.59-15	ENROLLMENT FEES	100.00
				\$516.00
RIVERSIDE COUNTY SHERIFF'S DEPT	BCT C0051082	111-7010-421.59-20	OFFICER ATTEND TRAINING	276.00
				\$276.00
ROADLINE PRODUCTS INC	17822	221-8012-429.61-20	ACCESSORIES PAINT MACHINE	1,648.24
				\$1,648.24
SONSRAY MACHINERY, LLC	PSO035448-1	741-8060-431.43-20	CAR PARTS FOR PW UNIT	766.27
				\$766.27
SOUTHERN CALIFORNIA EDISON	7/7/22-8/4/22	111-7024-421.62-10	ELECTRICAL SVC MILES AVE	11,448.94
	7/6-8/3	111-8010-415.62-10	ELECTRICAL SVC PARKING LOTS	290.80
	7/19-8/16	111-8020-431.62-10	ELECTRICAL SVC BISSELL ST	2,656.65
	6/2/22-6/30/22	111-8022-419.62-10	ELECTRICAL SVC VARIOUS LOCATION	2,851.25
	6/2/22-6/30/22	111-8023-451.62-10	ELECTRICAL SVC VARIOUS LOCATION	11,773.51
	6/7/22-7/6/22	221-8014-429.62-10	ELECTRICAL BILL TRAFFIC SIGNAL	4,483.32
	7/7/22-8/4/22	221-8014-429.62-10	ELECTRICAL SVC 55ST/PACIFIC	66.80
	6/27/22-7/26/22	535-8016-431.62-10	ELECTRICAL SVC STREET LIGHT	43.61
	7/6/22-8/3/22	535-8016-431.62-10	ELECTRICAL BILL WILSON AVE	52.64
	6/2/22-6/30/22	681-8030-461.62-20	ELECTRICAL SVC VARIOUS LOCATION	28,812.48
				\$62,480.00
SOUTHSTAR ENGINEERING & CONSULTING	COHP-03	222-8080-431.76-20	CONSTRUCTION MANAGEMENT	976.00
				\$976.00
SOUTHWEST MATERIAL HANDLING, INC	SO-010986	111-8095-431.61-50	ELECTRIC SCISSOR LIFT	11,998.49
	SO-010986	535-8090-452.74-10	ELECTRIC SCISSOR LIFT	24,158.00
				\$36,156.49
SPARKLETTS	15142085081122	111-0110-411.66-05	WATER COUNCIL	15.10
	15142085081122	111-0210-413.61-20	WATER ADMINISTRATION	15.11
	15142085081122	111-1010-411.61-20	WATER CITY CLERK	23.94
	15142085081122	111-2030-413.61-20	WATER HUMAN RESOURCES	41.42
	15142085081122	111-3010-415.61-20	WATER FINANCE- GENERAL	45.92
	15142085081122	111-5010-419.61-20	WATER COMMUNITY DEVELOP	33.25

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SPARKLETT'S	15142085081122	111-5055-419.61-20	WATER CODE ENFORCEMENT	22.17
	15142085081122	111-6010-451.61-20	WATER PARKS&REC MAIN REC	289.67
	15142085081122	111-8020-431.61-20	WATER PUBLIC WORKS-ADMIN	284.65
				\$771.23
STACY MEDICAL CENTER	3160-48111	111-7022-421.56-15	PRE BOOKING EXAM	600.00
	3160-48348	111-7022-421.56-15	PRE BOOKING EXAM	255.00
				\$855.00
STAR2STAR COMMUNICATIONS LLC	SUBC00009034	111-9010-419.53-10	VOIP SERVICES 8/6-9/2	10,715.23
				\$10,715.23
STEAMX, LLC	63346	111-8095-431.61-50	PARTS FOR PRESSURE WATER	446.76
SUNG SOOK CHANG	8222022	111-9050-451.56-10	SENIOR INCOME PROGRAM	\$446.76
				\$200.00
SUNSHINE POS, LLC	78974	111-8010-415.61-20	REC PAPER THERMAL PARKING	\$200.00
				\$1,559.97
SUPERION, LLC	360051	111-9010-419.43-15	FINANCIAL SYSTEMS MONTHLY	13,532.61
	361128	111-9010-419.43-15	TRANS MGR JULY 2022	453.90
				\$13,986.51
SWANK MOTION PICTURES, INC.	DB3222092	111-6020-451.56-41	MOVIES SERVICES	50.00
				\$50.00
T-MOBILE USA	7/21-8/20	111-0110-411.53-10	CELLPHONE CHARGES COUNCIL	193.55
	7/21-8/20	111-0210-413.53-10	CELLPHONE CHARGES ADMIN	128.26
	7/21-8/20	111-1010-411.53-10	CELLPHONE CHARGES CITY CLERK	38.71
	7/21-8/20	111-2030-413.53-10	CELLPHONE CHARGES HUMAN RESOU	28.58
	7/21-8/20	111-3010-415.53-10	CELLPHONE CHARGES FINANCE	28.58
	6/21-7/20	111-5055-419.53-10	COMM DEVELOPMENT CELLPHONE	85.74
	7/25/2022	111-8010-431.53-10	PUBLIC WORKS CELLPHONE	802.88
	7/25/2022	111-8095-431.53-10	PUBLIC WORKS CELLPHONE	228.88
	7/25/2022	681-8030-461.53-10	PUBLIC WORKS CELLPHONE	154.84
				\$1,690.02
THE GAS COMPANY	7/8-8/8	111-8022-419.62-10	COURT HOUSE GAS CHARGES	72.75
				\$72.75
THE HITT COMPANIES, INC	OE-110260	111-6010-451.56-41	ENGRAVING SERVICES	14.53
				\$14.53
THORSON MOTOR CENTER	447904	741-8060-431.43-20	GLASS FRONT DOOR PW	347.34
	450586	741-8060-431.43-20	AC FAN CONDENSER	927.38
				\$1,274.72
TIME WARNER CABLE	8/1-8/31	111-7010-421.53-10	ICI SYSTEM	703.55
				\$703.55
VICTORIA TIRE CENTER DRIVE	142552	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	65.00
				\$65.00
VISION SERVICE PLAN-CA	815877811	111-0000-217.50-30	MONTHLY VISION SVC SEPT	3,606.94
	815877824	111-0000-217.50-30	MONTHLY VISION SVC SEPT	164.48
				\$3,771.42

**City of Huntington Park
Demand Register**

9/06/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VULCAN MATERIALS COMPANY	73374784	221-8010-431.61-21	ASPHALT FOR CITY STREETS	238.11
WALTERS WHOLESale ELECTRIC COMPANY	S121142773.001	535-8016-431.61-45	STREET LIGHTING ELECTRICAL	\$238.11
WATER REPLENISHMENT DISTRICT OF	6302022	681-8030-461.41-00	GROUNDWATER PRODUCTION	691.82
WEST & ASSOCIATES ENGINEERING, INC	1008.16.05-11	111-8031-433.76-17	SVCS COMM. DEV. JUNE2022	\$691.82
	1008.16.05-12	111-8031-433.76-17	SVCS COMM. DEV. JUNE2023	85,170.98
				\$85,170.98
WEST GOVERNMENT SERVICES	846790791	111-7030-421.56-41	ONLINE SOFTWARE SUBSCRIBE	7,009.00
	846878217	111-7030-421.56-41	LIBRARY PLAN CHARGES	6,020.00
				\$13,029.00
WEX BANK	82916063	741-8060-431.62-30	FUEL PURCHASE DEPT	779.74
				392.34
				\$392.34
XEROX FINANCIAL SERVICES	3331344	111-8020-431.43-05	LEASE PAYMENT XEROX COPIER	59.99
	3393100	111-8020-431.43-05	LEASE PAYMENT COPIER XERO	59.99
	3331344	285-8050-432.43-05	LEASE PAYMENT XEROX COPIER	59.98
	3393100	285-8050-432.43-05	LEASE PAYMENT COPIER XERO	59.98
	3331344	681-8030-461.43-05	LEASE PAYMENT XEROX COPIER	59.99
	3393100	681-8030-461.43-05	LEASE PAYMENT COPIER XERO	59.99
				\$359.92
XPRESS WASH INC	15154	741-8060-431.43-20	CAR WASH SVCS JUNE 2022	1,177.00
				\$1,177.00
ZOOM RECREATION, INC.	1356	535-8090-452.74-10	TABLE PICNIC BENCH	24,430.60
				\$24,430.60
ZUMAR INDUSTRIES, INC.	96563	681-8030-461.61-20	SPECIAL IMPROV SIGN WELL	556.92
				\$556.92
				\$1,825,210.62

ITEM NO. 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 6, 2022

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE MECHANICAL AND HEATING, VENTILATING, AND AIR CONDITIONING PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a three (3) year professional service agreement (PSA) with an option of two, one-year extensions to provide Mechanical and Heating, Ventilating, and Air Conditioning (HVAC) preventative maintenance and repair of City facilities services to F. M. Thomas Air Conditioning, Inc. as the most responsive and responsible proposer for a not-to-exceed amount of \$21,160 per contract calendar-year payable from account 111-8020-431.56-41 (\$695), 111-8022-419.56-41 (\$10,885), 111-8023-451.56-41 (\$7,350) and 111-7024-421.56-41 (\$2,230);
2. Appropriate an additional not-to-exceed amount of \$75,000 from Account Number 111-8022-419.56-41 towards necessary HVAC system repairs required beyond routine maintenance; and
3. Authorize the City Manager to execute the PSA and approve HVAC system repairs.

BACKGROUND

At the July 5, 2022 City Council meeting, the City Council authorized staff to seek proposals from qualified HVAC contractors to provide preventative maintenance and repair services at City-owned facilities. On July 8, 2022, the City Clerk's Office published the Request for Proposal (RFP) in the local newspaper of general circulation and Public Work' posted the RFP on the City's website and other forms of electronic media. The RFP provided the guidance expected of professional engineering firms that perform similar type work.

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE MECHANICAL AND HEATING, VENTILATING, AND AIR CONDITIONING PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES

September 6, 2022

Page 2 of 3

The City solicited proposals from qualified firms and the date to submit proposals was August 23, 2022. The City received three proposals and the following are the rankings based on the review and scoring.

- | | |
|---|------------------|
| 1. F. M. Thomas Air Conditioning, Inc.: | \$21,160.00/year |
| 2. Honeywell*: | \$18,846.00/year |
| 3. Pacific West Air Conditioning**: | \$65,584.83/year |

* Honeywell failed to submit and sign the receipt to the responses to the questions posed by companies that downloaded the RFP and did not provide a cost for the preventative maintenance associated with the Court building.

** Pacific West Air Conditioning failed to submit and sign the receipt to the responses to the questions posed by companies that downloaded the RFP.

City staff has relayed that support from an outside contractor is necessary to complete the tasks as outlined in the RFP. Based on the proposals evaluated, it is staff's recommendation to award the professional services agreement to F. M. Thomas Air Conditioning, Inc.

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. Even though contractor selection is not contained in the Brooks Act, staff has undertaken the QBS process in evaluating contracting services and recommend for City Council consideration that contracts should be competitively procured through a QBS process modeled after the approach developed in the Brooks Act.

Based in a QBS process, staff recommends awarding F. M. Thomas Air Conditioning, Inc. the professional services agreement based on demonstrating competence and qualifications for this type of services.

FISCAL IMPACT

The yearly cost to provide routine maintenance of the HVAC system at City-owned facilities is \$21,160. Costs are distributed from the following accounts:

- | | |
|------------------------|----------|
| 1. 111-8022-419.56-41: | \$10,885 |
| 2. 111-8023-451.56-41: | \$ 7,350 |
| 3. 111-7024-421.56-41: | \$ 2,230 |
| 4. 111-8020-431.56-41: | \$ 695 |

Beyond routine maintenance is the need to allocate funds to remove and replace non-functioning HVAC equipment largely due to an aging infrastructure. Staff is seeking an additional not-to-exceed allocation amount of \$75,000 towards making necessary HVAC

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE MECHANICAL AND HEATING, VENTILATING, AND AIR CONDITIONING PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES

September 6, 2022

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system repairs into Account No. 111-8022-419.56-41. City Manager will approve all repairs associated with the HVAC equipment, which are beyond the routine maintenance scope of work.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S):

1. F. M. Thomas Air Conditioning, Inc. Professional Services Agreement
2. Honeywell and Pacific West Air Conditioning Proposals

ATTACHMENT "A"



**PROFESSIONAL SERVICES AGREEMENT
MECHANICAL AND HEATING, VENTILATING, AND AIR CONDITIONING
PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **6th day of September 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **F.M. Thomas Air Conditioning, Inc.** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **September 7, 2022 to September 7, 2025**, with the option of two, one-year extensions ending on **September 7, 2027**. It is the CONTRACTOR'S responsibility to request an extension at least one-month in advance of the expiration of term of the Agreement (**Ending September 7, 2025**). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the base proposal to perform routine maintenance on the Mechanical and Heating, Ventilating, and Air Conditioning (HVAC) system for the budgeted aggregate sum of **\$21,160 per year**. As stipulated in Exhibit "A", "**Rates are extended "as is" from 2022-2025 contract years.**" Included in this agreement is an additional \$75,000 per year for the replacement and repair of HVAC equipment. Contractor must inform the Public Works Director in writing of any potential repairs and include a cost estimate/quote for any pending repairs. All quotes must be approved in writing by the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the fiscal year Not-to-Exceed

Fiscal Year Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Fiscal Year Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates **Michael Feyka, Vice President**, or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to

CONTRACTOR.

- 2.3. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5. ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY'S willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or

transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees,

that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The

foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY'S discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by

CONTRACTOR in the performance of this Agreement.

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

CONTRACTOR:

F.M. Thomas Air Conditioning, Inc.
231 Gemini Avenue
Brea, CA 92821
Attn: Michael Feyka, Vice President
Office: (714) 738-1062

CITY:

City of Huntington Park
Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR:** CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission,

percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party

which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

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

CITY OF HUNTINGTON PARK:

F.M. THOMAS AIR CONDITIONING, INC.:

By: Ricardo Reyes
City Manager

By: Michael Feyka,
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

F.M. THOMAS AIR CONDITIONING, INC.

F. M. THOMAS AIR CONDITIONING, INC.

Contractor's License # 313574
(800)660-0891

231 Gemini Avenue,
FAX(714)738-0886

Brea, CA 92821
(714)738-1062

August 22nd, 2022

Cesar Roldan
6550 Miles Ave.
Huntington Park, Ca 90255

LETTER OF INTRODUCTION

F.M. Thomas Air Conditioning has been the contractor of record since September of 2017. Our lead technician, William, has worked well with Mario to establish many of the policies and procedures that are now required as standard practice as outlined in the RFP documents. These practices included Quarterly review of controls and major systems, dedicated staff members able to respond within 2 hours, proper application of heating systems, and completing minor repairs to mitigate the number of major repairs needed.

F.M. Thomas will dedicate our lead technician, William Hermann, to your account. He has 5 years of direct experience working at the City and with Mario. He also has 20 years of general HVAC experience, 10 of which are with FM Thomas.

F.M. Thomas routinely maintains other Cities of equal or larger status such as City of Highland, City of Costa Mesa, City of Los Angeles, Downey, La Mirada, Huntington Park, and Placentia, as well as school districts including Anaheim UHSD, Placentia Yorba Linda UHSD, Lowell, Huntington Beach UHSD, and LAUSD.

Our methodology and thorough service procedures create value for the city by establishing a "routine" process of maintenance. By sending the same staff each service, they develop a rapport with the City Staff and gain specific knowledge of the City equipment and how it historically behaves. This allows for easy communication and quick diagnosis of problems.

- We provide Journeyman technicians to conduct the maintenance, rather than tradesmen. These technicians have 10+ years of experience and have the knowledge to recognize issues and potential issues and resolve them immediately.
- Service issues are immediately brought to the attention of City staff; allowing for discussions and quotes to make the necessary repairs
- Other issues, outside of HVAC, are brought to the attention of City staff to minimize cost and loss of service to the City. These items include clogged roof drains, water leaks into the building, loose electrical connections, and broken doors/hatches.
- Maintenance tasks are promptly completed as scheduled

- Multiple journeymen are assigned to the City who have a broad range of qualifications, including the following certifications: NATE, NCI, Daiken, Honeywell, Johnson Controls, Siemens (using our sub Automated Controls), and Danfoss/Yasakawa drives.
- Our long-term relationship with the City allows for our internal staff, including our dispatcher and project manager, to correctly assign technicians based upon need and to follow all of the City rules and procedures correctly the first time.
- No OSHA/safety violations or City policy violations over the past 8 years.

We are a full-service air-conditioning company with the ability to service complex systems, service DDC / pneumatic controls, replace ductwork/piping, retrofit existing systems, and replace systems with our own forces.

- Air conditioning service, repairs and planned maintenance.
- Replacement of HVAC equipment and control systems.
- Extended warranty on air conditioning equipment.

We are fully compliant with DIR and City certified payroll requirements.

We have the following contractor licenses: B, C-4, C-20, C-36 and C-38

We are a licensed General Contractor and can handle prime contract HVAC related work. Please see our website for more information about the company. www.fmthomas.com.

- Honeywell controls authorized Contractor.
- Carrier CCN and I-Vu Certified Integrator.
- Licensed and bonded up to \$2.5 million per job.

Our lead technicians are all Journeymen with 10+ years of experience. They have training and experience with Screw and centrifugal chillers, multi-stack chillers, VFDs, cooling towers, large, packaged equipment, boilers, pumps, and variable flow split systems. Additionally, they have been full time lead technicians for the past 5 years and has managed other large public facilities, such as the City of Huntington Park, the City of La Mirada, and Huntington Beach School District.

Tom is your administrative point of contact. He has worked at F.M. Thomas for the past 46 years and is the owner of the company. He oversees large account management (companywide) and deal with a variety of issues, from initial kick off meetings, site walk through and surveys, billing disputes, and monthly meetings.

If you have any questions, please feel free to give me a call.

Sincerely,

Michael Feyka, Vice President
Toll Free (800) 660-0891
mfeyka@fmthomas.com

F.M. THOMAS AIR CONDITIONING, INC.

YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974

Contractor License #313574

Tel. 800.660.0891

Fax: 714.738.0886

www.fmthomas.com

August 22nd, 2022

Cesar Roldan
6550 Miles Ave.
Huntington Park, Ca 90255

EXECUTIVE SUMMARY

City-wide service contracts require a team, including the contractor, subcontractors, and supporting staff working cooperatively. A major weakness found in these contracts is a lack of coordination and teamwork between all parties involved, especially during inconvenient, yet urgent service requests. We have found the following issues:

1. Primary technical point of contact has other responsibilities and cannot respond to immediate service requests
2. Voicemail and email messages for service requests
3. Technicians not carrying extra parts or electronic diagnostic equipment, leading to extended service times
4. Missing keys, ladders, and rigging equipment

Our proposed solutions:

A complete walk thru and review of systems operations is conducted at the beginning of the contract. This includes a job start meeting where we cover the following issues:

- Outline maintenance procedures and quotes for deficiencies found
- Order and stock belts in machine cabinets. Order and store 3 months of filters at a pre-designated location
- Review process and procedures. Get keys, stash ladders, set up rigging points in mechanical rooms (if not already available)
- Complete security access procedures for sensitive areas like Police Departments and IT rooms. If available, gain contractor badges for at least 3 staff
- Provide a primary and (2) backup technicians who are familiar with the above procedures

Tom is your administrative point of contact. He founded FM Thomas and has 50 years of practical HVAC experience. He oversees large account management (companywide) and supervise all technical issues that may arise 7 days a week. If you have any questions, please feel free to give me a call.

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Michael Feyka, Vice President

F.M. THOMAS AIR CONDITIONING, INC.

YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974

Contractor License #313574

Tel. 800.660.0891

Fax: 714.738.0886

www.fmthomas.com

DIR #1000003383

BACKGROUND AND PROJECT SUMMARY Staffing and capabilities Resources

DATE: August 22nd, 2022

TO: Cesar Roldan

FROM: Thomas Feyka

RE: **RFP No. HVAC Maintenance and Service**

The intent and purpose of this document is to outline our understanding of HVAC maintenance contracts, provide the City with background information on F.M. Thomas Air Conditioning, and additional qualifications that demonstrate our ability to service The City of Huntington Park.

F.M. Thomas Air Conditioning has been a public works contractor for 46 years and has extensive experience in Campus / City wide service contracts. F.M. Thomas Air Conditioning currently holds HVAC service and maintenance contracts with 6 other cities doing work comparable to this RFP.

- Factory trained and knowledgeable Journeyman technicians capable of making all necessary repairs
- Same day response for emergencies and next day response for non-emergencies.
- Implementation of an organized and well-coordinated service plan to ensure timely and accurate service on all HVAC equipment as per the schedule
- Excellent communication between F.M. Thomas and City representatives
- Monthly meetings to discuss services completed and recommendations to maintain equipment
- Detailed service records and trending analysis
- No safety or health violations recorded.
- **Strict Adherence to prevailing wages and apprenticeship requirements**

Understanding of Service Agreement: We recommend, quarterly, semi-annual and annual maintenance services per ASHRAE 180 and the City service standard procedures. These include common activities, such as checking pressure drops across filters, washing coils, monthly chemical treatment (closed loop), annual refrigerant leak inspections, tightening electrical connections, verifying good operation of thermostats and control devices, replacing belts annually, lubrication of bearings, dampers, and linkages, checking sight glasses, and inspection for cleanliness of condenser tubes, condenser coils, and running systems in heating and cooling modes to verify good operation. The end goal is to provide the City with factory level maintenance and to regularly report unscheduled repairs so that action can be taken to make the corrections. We routinely replace minor components as per the contract to mitigate larger scale repairs. Typical components include contactors, capacitors, belts, transformers, and fuses.

ABOUT F.M. THOMAS AIR CONDITIONING

About F.M. Thomas Air Conditioning: F.M. Thomas Air Conditioning has been in continuous business with the same owners for 48 years. We specialize in public works HVAC service, repair, and retrofit. We have staff and systems in place to handle common issues such as administrative paperwork, certified payroll, monthly billings, and technical meetings with City staff. Our technical staff regularly participates in technical training classes and is fully versed in repair and maintenance of packaged, applied/built up, and DDC controls. Our typical response time for service calls is same day or next day. We have other accounts in the Inland Empire and can typically respond within 2-4 hours. **Our call back rate for the past 10 years has been less than 1% of our total service volume.**

Resumes of supervisors

Tom Feyka - President

Forty-six years of industry experience. Founding owner of F.M. Thomas Air Conditioning, Inc. President for thirty-eight years.

- Education: AA degree from Los Angeles Trade Technical College, 45 class credits from business school at East Los Angeles Community college. Numerous factory technical schools.
- Business Beliefs:
Management – provide recognition of technical, sales and office staff. Create a learning opportunity to maintain technical leadership in our industry, encourage and direct policy to insure customer satisfaction, cost awareness, professional attitude, safety, quality workmanship and profitability.
- Monitor:
F.M. Thomas controller provides weekly financial performance work sheets compared to budget, bi-weekly sales/financial meetings to evaluate performance, monthly supervisor meetings to update field matters and better understand the effect of F.M. Thomas policies.
- Modify:
Objective adjustment(s) to F.M. Thomas budgets/goals when feedback indicates revision is necessary. Seek outside input from banker, bonding agent, CPA, insurance as reference data to move forward with changes as economy improves or declines.

William Hermann - Field Supervisor

Thirty-one years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Larry has attended factory training classes from McQuay, York, Carrier and Trane equipment manufacturers. He is also qualified to work on Absorber chillers, refrigeration machines, and clean room applications.

Mark Mills - Field Supervisor

38 years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Mark has attended factory training classes from Daikin, Danfoss, McQuay, York, Carrier and Trane equipment manufacturers. He is also qualified to work on reciprocating and screw chillers, refrigeration machines, and VRF systems.

James Pelkey – Journeyman Mechanic.

Twenty-five years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. James is NATE certified, TAB certified (air balance), Daiken, Honeywell, Fujitsu and certified by Edison as a qualified energy services technician. He has a strong background in optimizing the energy consumption of systems through fine tuning of HVAC systems (air side and refrigeration side).

Additionally, James is Carrier IVu certified for installations, startup, commissioning, troubleshooting, and general support.

Meyer Rosenfeld - Controls Specialist

Thirty-nine years as a Controls Specialist, expert service, design and commissioning of Honeywell DDC systems. Attended UCLA, licensed pilot/instructor. Honeywell training seminars, CAD drawings and system application

Randy Detwiler - Field Supervisor

Thirty-eight years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Randy has attended factory training classes from York, Carrier and Trane equipment manufacturers. He is also a certified Turbocor technician and Carrier CCN controls technician. Randy is responsible for project work that is installed and delivers the promises made to our clients.

Rolando Ruvalcaba – Journeyman Mechanic.

Fifteen years in commercial HVAC as field service technician.. Matt has a strong background in DDC controls, including VRF systems and Carrier IVu. He also has a background in refrigeration and VFDs.

Tim Lane – Manager, Sheetmetal Estimator

Twenty-two years in commercial HVAC as a sheet metal Installer and Estimator. Tim is responsible for application and estimation of design and spec work. Tim is also familiar with large package units, fan coils and split systems for any type of installation. Tim has worked in hospitals, schools, police and fire departments as well as other types of commercial and industrial buildings.

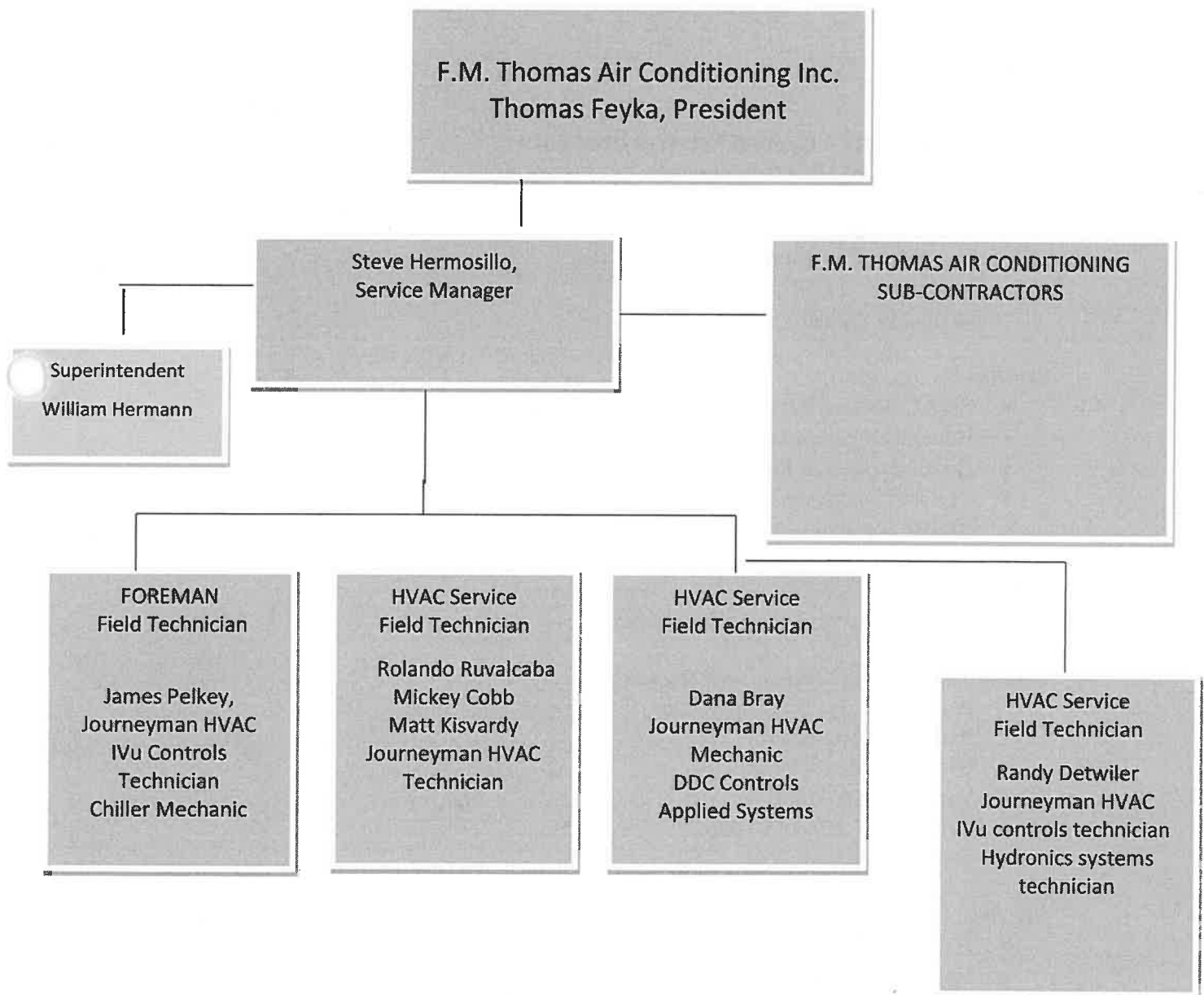
Sincerely,

Michael Feyka, Vice President

RFP HVAC Maintenance and Repair Services PROJECT TEAM organizational chart

5351.2 1.3 CORPORATE ORGANIZATIONAL CHART

1.3 Present an organization chart showing the key personnel for the project. Provide resumes of key personnel showing education, work experience and other credentials appropriate to performing the services.



F.M. THOMAS AIR CONDITIONING, INC.

Contractor's License #313574 231 Gemini Avenue, Brea, CA 92821
(800) 660-0891 FAX (714) 738-0886 (714) 738-1062 www.fmthomas.com

F M T * * M E A N S * * S E R V I C E

**Brea Sales Office 800-660-0891
La Quinta Sales Office 760-564-6060**

F.M. Thomas Air Conditioning Reference Sheet 2022

May 11, 2022

City of Los Angeles – General Services Division

Kevin Davis, HVAC Supervisor
General Services Division
14832 Raymer St
Van Nuys, Ca 91405
Telephone: 213-272-8077
kevin.davis@lacity.org

Services:

- HVAC Service/Repair/Sheetmetal Duct System
- Honeywell Automation, Installation and Repair
- Direct Expansion Piping
- Chilled/Condenser/Hot Water Piping
- Chiller Services – Annuals/Service/Overhaul
- DDC controls installation and service – Carrier
- Daikin VRF controls service and installation
- NTE \$13M / year Job Order Contract

City of Los Angeles – Parks and Recreation

Paul Jewett, HVAC Supervisor
Parks and Recreation
6335 Woodley Avenue
Van Nuys, CA 91406
Telephone: 213-473-8086
paul.jewett@lacity.org

Services:

- HVAC Service/Repair/Sheetmetal Duct System
- Honeywell Automation, Installation and Repair
- Direct Expansion Piping

- Chilled/Condenser/Hot Water Piping
- Chiller Services – Annuals/Service/Overhaul
- Carrier Chiller Logic to Honeywell BAS
- NTE \$3M / year Job Order Contract

Loma Linda University

Gary Olton, Engineering foreman
10935 Parkland Ave
Loma Linda, Ca 92350
C# 909-558-4558

Services:

- HVAC service and repair, on-call
- HVAC emergency response
- Water pump retrofit and repair
- Installation of package units and ductwork

Spa Resort Casino

Rebecca Graves, Director Facilities
401 East Amado Road
Palm Springs, Ca
C# 760-275-0857

Services:

- HVAC services variable frequency drive replacements
- Replacement of air cooled condensers
- HVAC emergency response

City of Downey

Joseph Kekula, Director of Facilities
11111 Brookshire Ave,
Downey, Ca 90241
Telephone: 562-904-7196
jkekula@downeyca.org

Services:

- HVAC Maintenance Program City Wide
- HVAC Retrofit of Heaters and Fans
- Pneumatic and DDC controls service and maintenance
- HVAC Service and Repairs
- Equipment Replacement as needed
- Energy retrofit services

- \$44,000/ year PM 2013 - Present

City of La Mirada

Mark Veitch, Facilities Director
13710 La Mirada Blvd
La Mirada, Ca
Telephone: 714-357-2131
mveitch@cityoflamirada.org

Services:

- HVAC Maintenance Program City Wide
- HVAC Retrofit of Heaters and Fans
- Pneumatic and DDC controls service and maintenance
- HVAC Service and Repairs
- Equipment Replacement as needed
- Energy retrofit services
- PM \$22,000 / year 2017 – Present

City of Huntington Park

Mario Lopez
6556 Miles Ave, Huntington Park, Ca 90255
Telephone: 562-271-3663

Services:

- HVAC Maintenance Program
- HVAC Retrofit of Heaters and Fans
- HVAC Service and Repairs
- \$17,000 / year 2017 - Present

City of Placentia

Luis Estevez, Direct of Public Works
401 E. Chapman, Placentia, Ca 92870
Telephone: 714-993-8254

Services:

- HVAC Service/Repair/Air Conditioning Maintenance Agreement
- Honeywell Automation, City Hall
- Replacement HVAC Systems
- Cooling Towers and Pumps
- ABB Drives, Repair and Replacement
- Package Unit Repairs
- Total contract NTE \$213,000 2018-2019

Segerstrom Center for the Performing Arts (Orange County Performing Arts Center)

Brian Keating, Chief Engineer
600 Town Center Dr
Costa Mesa, Ca 92626
Telephone: 714-556-2122 x4010

Services:

- Carrier Compressor Overhaul
- Major Retrofit, New Evaporative Condensers
- HVAC Maintenance
- VFD Service/Replacement (ABB)

City of Costa Mesa

Daniel Jojola
77 Fair Dr
Costa Mesa, Ca 92628
Telephone: 714-925-7314
Daniel.jojola@costamesaca.gov

Services:

- Full maintenance coverage on City HVAC systems
- Equipment replacement as needed
- Quarterly and annual maintenance services
- Full coverage contract \$100,000 / year 2013 - Present

El Dorado Country Club

Jesse Badillo, Maintenance Supervisor
46000 Fairway Drive
Indian Wells, Ca
760-423-1533
C# 760-250-5605

Services:

- Design/installation of cooling services
- PM services
- Emergency response services

Desert Regional Medical Center

Steve Ballard, Director
450 N. Indian Canyon Dr.
Palm Springs, Ca
760-323-6510

Services:

- Chiller services, PM and overhaul
- Replace large tonnage compressors
- Replace direct expansion evaporative condenser
- Pneumatic controls services
- Air handler services and repairs
- All-hours emergency HVAC response
- After-hours heating system repairs

KESQ Channel 2 and 3

John Cook, Chief Engineer
31276 Durham Way
1000 Palms, Ca
C# 760-218-0850

Services:

- Design, install and service Honeywell controls system
- Chiller services
- PM services as requested
- Emergency HVAC response
- PM \$50,000 / year

Augustine Casino

Dan Ferguson, Director
84-001 Avenue 54
Coachella, Ca
C# 760-600-0035

Services:

- Replaced 300 tons of rooftop Trane package A/C units
- HVAC repairs including compressors
- Replace 16 roof exhaust fans

F. M. THOMAS AIR CONDITIONING, INC.

Contractor's License # 313574
(800)660-0891

231 Gemini Avenue,
FAX(714)738-0886

Brea, CA 92821
(714)738-1062

August 22nd, 2022

Cesar Roldan
6550 Miles Ave.
Huntington Park, Ca 90255

WORK PLAN

Ref: HVAC Maintenance and Repairs

Cesar,

F.M. Thomas Air Conditioning, Inc. is in a unique position to provide HVAC Maintenance and Repair for The City. We are the provider of record and therefore and intimate experience working with your specific systems. We also currently service one of your neighbors, City of Downey, which allows us to have very fast response times.

Most of our technicians have been with our company for over 20+ years and can work on equipment ranging from package units and split systems to chillers, air handlers and Honeywell, Tridium and Distech controls systems. We currently have 20 technicians who can respond to your job sites for emergency and non-emergency service calls. We are a class B general contractor with additional licenses in C-20 Heating, Ventilation and Air Conditioning, C-4 Boilers, as well as in C-38 Refrigeration.

Our technicians are all factory certified and receive ongoing training to ensure that they perform to the highest levels of customer satisfaction. Additionally, our technicians bring their work vehicles home with them each night; our response time to emergency and non-emergency situations is outstanding because we are able to respond to calls in a timely fashion. Emergency calls are responded to within 1-2 hours.

Our dispatcher is a former service technician of 19 years and has an intimate knowledge of the types of maintenance and service issues that occur with the City. Due to his knowledge, he can evaluate the trouble call request and dispatch the proper technician to the call. During normal working hours (Monday through Friday, 7:00 am to 3:30pm), he is able to dispatch a technician to any of your job sites. During off hours, we also have an answering service which alerts our on-call technicians to respond immediately.

All contracts and accounts are additionally serviced by an Account Manager and our Owner, Tom Feyka, who has been with the company for over 48 years and has nearly 50 years of experience in the HVAC industry.

Per the scope of work, we will have the proper technician visit the job site on an as-needed basis to perform the necessary items listed to properly check your heating, ventilation and air conditioning services to keep them operating at optimal conditions. Additionally, we will abide by the scope of work and provide proper documentation noting the conditions of your units, and any repairs that may be necessary. If a written estimate for repairs is required, or the work needs to be bid on, our technician(s) will work with the Account Manager and Sales Manager to provide the District with a quotation for repairs and/or replacement.

Standard Procedures:

1. **Implementation** – A superintendent, Foreman, and Lead technician are assigned to your account. (See Org chart). We conduct a job start meeting prior to the contract start and routine follow up meeting to ensure expectations and outcomes are being achieved. The technician are assigned primary responsibility for the outcome of the services, which provides accountability to the City and FM Thomas.
 - a. Provide supervisors with schedules, completion dates, and recommended repairs
 - b. Provide City staff with proposals for minor repairs
 - c. Identify tasks and deliverables
2. **Defined schedule of services** - Per the City's schedule of services, our dispatcher and project manager will develop a work schedule. This schedule will be discussed and periodically reviewed with the lead technician(s)
3. **Supervision** - A qualified journeyman will be assigned your account. He will be tasked with routinely doing supervisor walks of the properties each month as maintenance is completed. This allows us to proactively identify items of concern before they become emergencies
4. **Client Satisfaction** – We understand the schedules and expectations of different members of the City staff. The Fire Dept and Police Stations generally want it colder, whereas the general administrative offices want it warmer. Community Centers and Libraries typically want good air flow, quiet, and consistent performance.
5. **Needs from the City** – Due to our long service history, we only need a few items from the city.
 - a. Keys to all appropriate buildings
 - b. Schedules of operation

- c. Any access restrictions per building

6. **Proactive maintenance** – We look for key indicators of future service problems when completing maintenance. Recommendations are made to repair/replace these items in order to prevent future down time. These items include, but are not limited to, the following:

- a. Check amperages of motors
- b. Check temperature splits (should always be 20 degrees for DX equipment)
- c. Verify the system has the factory charge
- d. Check contactors
- e. Verify thermostats are calibrated and programmed correctly
- f. Check air flow across coils and wash coils if needed
- g. Verify the volume of air produced is being received at the grilles and at the correct temperatures (for example a 5 ton system produces 1950 cfm at 55 degrees)
- h. Check TXV and filter driers for obstructions and replace as needed
- i. Check for leaks (condensate, oil, lubricants)
- j. Keep the job site clean. Having an orderly and unobstructed view of the systems allows for problems to present themselves more easily and demonstrates the quality of services provided.
- k. Check belt condition, tensions and adjustment of pulleys
- l. Replace filter quarterly and check air flow across filters for obstructions

7. **Communication** – It is key to have a good relationship with the facilities manager. By having weekly discussions of current activities and monthly review meetings, the facilities manager is able to understand and justify why certain repairs need to be done.

8. **Innovative and creative approaches** – We have identified some of the cost saving measures at the City to ensure efficient operation.

- a. Salt air conditions lead to degradation and blocking of condenser coils. Ensuring the coils are clean and air flow thru the coils is accurate is key to maintaining the correct 20-degree delta T
- b. Tighten electrical connections at each service. This will mitigate nuisance calls and inefficient use of electricity
- c. Identify and repair minor water and refrigerant leaks. This will mitigate compressor/ fan motor failures and water damage issues to the roof.
- d. Replace old disconnects and contactors to reduce the potential of damage and injury to equipment and staff
- e. Clean out roof drains to minimize water leaks/damage to the roof

9. **In-house resources:**

- a. Visio – We can design and apply drawings and calculations to plans for DDC controls and general HVAC replacement projects
- b. Mechanical design application capabilities

- c. Access to Honeywell, Tridium, and Distech software
- d. Access to Honeywell, Tridium and BACNet MS/TP network communications
- e. Multi-disciplinary staff to complete the following tasks:
 - i. Sheet metal modeling and design software
 - ii. MEP/S design team that works with us on a project-by-project basis
 - iii. On-staff former building codes inspector
 - iv. Service supervisor with expert knowledge in applied HVAC systems design
 - v. General contractor team that works with us to design and build various related structures, such as concrete housekeeping pads, roof repair, roof curbs, walls and soffits, ceiling modification/replacement, and general electrical/plumbing works.

If you have any questions regarding our procedures or the above work plan, please do not hesitate to contact us.

Sincerely,

Michael Feyka, Vice President

F. M. THOMAS AIR CONDITIONING, INC.

Contractor's License # 313574
(800)660-0891

231 Gemini Avenue,
FAX(714)738-0886

Brea, CA 92821
(714)738-1062

August 22nd, 2022

Cesar Roldan
6550 Miles Ave.
Huntington Park, Ca 90255

SUMMARY of QUALIFICATIONS and EXPERIENCE

Thank you for considering F.M. Thomas Air Conditioning for your service needs. We have been the City's primary HVAC provider since 2017 and can provide the City's preferred technician, William Hermann, as the lead for your contract. Due to our tenure at the City, we are the most knowledgeable and experienced contractor for the City's specific equipment needs.

We have an established and positive relationship with Mario and have demonstrated an ability to work professionally and effectively with him in order to minimize service interruptions.

Additionally, We have service agreements with some of the largest clients in Southern California, including the Los Angeles City General Services Division, LA Unified School District, LA Convention Center, City of Downey, City of Costa Mesa, City of La Mirada, El Monte Union High School District, and Anaheim Union High School District.

We have been in business for over 48 years and have factory certified technicians on all makes and models. We are a full-service air-conditioning company with the ability to service complex systems, service Honeywell / pneumatic controls, replace ductwork/piping, retrofit existing systems, and replace systems with our own forces.

- Air conditioning service, repairs, and planned maintenance.
- Replacement of HVAC equipment and control systems.
- Extended warranty on air conditioning equipment.

We are fully compliant with DIR and apprenticeship guidelines.

We have the following contractor licenses: B, C-4, C-20, C-36 and C-38

We are a licensed General Contractor and can handle prime contract HVAC related work. Please see our website for more information about the company. www.fmthomas.com.

Sincerely,

Michael Feyka
Toll Free (800) 660-0891
mfeyka@fmthomas.com

Huntington Park HVAC Maintenance Fee and Cost Proposal 2022									
BIDDER CERTIFIES BELOW THAT ALL RATES INCLUDE THE CURRENT CA DIR PREVAILING WAGE FOR JOURNEY-LEVEL CLASSIFICATIONS AND PROPOSED TECHNICIANS ARE FULL-TIME, PERMANENT STAFF OF F.M. THOMAS AIR CONDITIONING									
F.M. THOMAS AIR CONDITIONING									
Thomas Feyka, President									
Annual Fee and Cost Schedule 2022		Rates are extended "as is" from 2022-2025 contract years.							
Detailed breakdown									
Location	Technician	Rate	Hours/\		Hrs cost/yr	Materials	Misc	Total	
City of Huntington Park									
City Hall	William Hermann	\$155.00	16	\$2,480.00	\$375.00	\$200.00		\$3,055.00	
Police Dept	William Hermann	\$155.00	12	\$1,860.00	\$290.00	\$80.00		\$2,230.00	
Community	Rolando	\$155.00	6	\$930.00	\$180.00	\$20.00		\$1,130.00	
Public Works	Rolando	\$155.00	4	\$620.00	\$75.00			\$695.00	
Parks/Rec Mun	William Hermann	\$155.00	16	\$2,480.00	\$350.00	\$30.00		\$2,860.00	
Perez	Rolando	\$155.00	8	\$1,240.00	\$90.00	\$15.00		\$1,345.00	
Freedom Park	William Hermann	\$155.00	12	\$1,860.00	\$155.00			\$2,015.00	
Courthouse	William Hermann	\$155.00	44	\$6,820.00	\$850.00	\$160.00		\$7,830.00	
-				\$0.00				\$0.00	
-				\$0.00				\$0.00	
Total			118	\$18,290.00	\$2,365.00	\$505.00		\$21,160.00	

RATE SCHEDULE 2022

BIDDER CERTIFIES BELOW THAT ALL RATES INCLUDE THE CURRENT CA DIR PREVAILING WAGE FOR JOURNEY-LEVEL CLASSIFICATIONS AND PROPOSED TECHNICIANS ARE FULL-TIME, PERMANENT STAFF OF F.M. THOMAS AIR CONDITIONING

F.M. THOMAS AIR CONDITIONING

Thomas Feyka, President

Billing Rate Form

hourly billing rates for Technicians and Material/Rental mark-ups.

Line Item No.	Service Request/Work Orders – 24-hour on-site response	Hourly Rate
City of Huntington Park		
1	Journeyman Technician Regular hourly rate (M-F) 7am 3.30 pm (1 st 8 hours)	\$155.00
2	Journeyman Technician Overtime hourly rate	\$180.00
3	Journeyman Technician Holiday / Double time hourly rate	\$210.00
4	Tradesman Technician Regular hourly rate (M-F) 7am 3.30 pm (1 st 8 hours)	\$120.00
5	Controls Regular hourly rate	\$225.00
6	Controls Overtime hourly rate	\$300.00
7	Controls Holiday hourly rate	\$350.00
	For informational purposes only:	Percentage
8	Material Mark-up	20%
9	Rental Mark-up	20%
	Special Charges	
10	refrigerant waste disposal	\$75.00
11	acid test kit	\$21.50
12	truck charge (per service call)	\$45.00
13	A-frame	\$250.00
14	Rodding machine	\$250.00
15	welding (silver sodder)	\$85.00
16	welding	\$78.75
17	Mapp gas	\$29.50
18	Nitrogen	\$57.00
19	CO2	\$37.50
20	Refrigerant recovery 31# and over	\$375.00
21	Refrigerant recovery 30# and under	\$185.00
22	computer access	\$90.00
23	Refrigerant leak check	\$60.00

August 11, 2022

CITY OF HUNTINGTON PARK

Answers to Request for Information (RFI) No. 1

Request for Proposal Mechanical and Heating, Ventilating, and Air Conditioning (HVAC) Preventative Maintenance and Repair at City Facilities

The following questions were posed by individuals interested in the Request for Proposal to maintain the Mechanical and Heating, Ventilating, and Air Conditioning (HVAC) at City facilities. Answers to the questions are highlighted in yellow.

1. Within the RFP it states that proposals should include cost of PMs labor & materials, labor at no cost to repair / diagnose HVAC units and replace parts as needed. During the job walk you stated that repairs would have to be submitted / quoted before repairs can take place. Please clarify if this agreement is a Full PM and Parts replacement agreement?

Routine maintenance will be covered by this contract. The contractor that is awarded the maintenance contract must inform City staff that there is a larger repair needed to the system that is not captured as routine maintenance. Contractor will inform City staff of the repairs and City will request a cost proposal from the contractor to make the repairs. Repairs that are not considered routine maintenance will be brought to City staff's attention. City staff will determine if repairs are needed and provide further direction. City staff may also bring to the contractors attention any potential upgrades to the City by seeking a cost proposal to perform the repairs.

2. The Court Building is not within the RFP. Can you provide all equipment data if this is an additional site?

The following items were added to the list:

- Raul Perez - two (2) exhaust fans
- Community Center - one (1) furnace
- Old Courthouse - twelve pieces of equipment.

Attached is an updated list (Exhibit A).

3. Can you provide the current contractor providing PM service? And the contract amount?

FM Thomas. Annual contract is \$18,152/year – preventative maintenance

4. Can you provide the current Filter/Belts sizes for the HVAC at the various location?

See attached Exhibit B.

Answers to RFI No. 1 shall hereby be made a part of the RFP and supersede, replace, and/or amend the provisions included in the original RFP.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid proposal as non-responsive.

Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

F.M. Thomas Air Conditioning, Inc.

Company Name

8/22/22

Date

Michael Feyka, Vice President

Print Name

Michael Feyka

Signature

End of Request for Information No. 1

By order of the City of Huntington Park, Public Works Department

By: 
Cesar Roldan, Director of Public Works

Date: 8/11/2022

Exhibit "A"
SCOPE OF SERVICES

The Huntington Park Public Works will accept bids from qualified California licensed contractors for normal and on-call HVAC and mechanical maintenance services, including emergency work and repairs. Preventative maintenance on HVAC equipment will be provided on a quarterly for seven (7) facilities in Huntington Park.

1.1 Contractor Minimum Work Performance Percentage:

CONTRACTOR shall perform, with their own organization, contract work amounting to not less than 50 percent of the original total contract price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer their interest or obligations in this AGREEMENT without prior written consent of CITY.

1.2 CONTRACTOR will provide HVAC maintenance services necessary to keep HVAC equipment in good working order, which includes, but is not limited to:

1.2.1 Test and inspect equipment to determine its operating condition and efficiency. Tests include but are not limited to, excessive vibration, refrigerant charge, oil levels, safety controls, worn or failed parts, leaks.

1.2.2 Inspect, clean and replace air filters and/or frames.

1.2.3 Preventative maintenance including but not limited to clean, align, calibrate, tighten, adjust, lubricate and paint equipment to extend and ensure proper operating conditions. All components, parts and supplies required to keep the equipment operating properly and efficiently are to supplies by CONTRACTOR.

1.2.4 Repair and replace any broken, worn or doubtful components or parts.

1.2.5 Respond to trouble calls including unscheduled work resulting from abnormal conditions. Service personnel shall be available within 24 hours of service request by CITY.

The General Scope of Work will include:

- a) Preventative maintenance.
- b) Component replacements.
- c) Emergency service.
- d) Performance review.
- e) Contractor service portal.
- f) Quarterly preventative maintenance.

Preventative Maintenance Scope of Work will include:

Air Handler Service:

- Check supply and return fan motors for proper operation.
- Check unit for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, sheaves for wear, damage, and alignment.
- Check contactors and relays for pitting, wear, or damage.
- Check and tighten electrical connections.
- Check heating coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check and adjust air dampers (outside, mixed, and return).
- General lubrication and cleaning.
- Lubricate supply fan motor bearings.
- Check for particulate accumulation on filters, clean or replace if accumulation.
- Result in pressure drop or airflow outside operating limits.
- Check air filter and housing integrity.
- Check UV lamp, if equipped.
- Check P-trap, prime as needed to ensure proper operation.
- Check for proper operation of cooling or heating coil.
- Check drive alignment, wear, seating and operation.

Exhaust Fan Service:

- Check fan motors for proper operation.
- Check fan for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.

Fan Coil Service:

- Check tubing for chafing, abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check cooling coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check operation of heating and cooling.
- Check operation of dampers and actuators.

Reciprocating Liquid Chiller Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.

- General cleaning and lubrication.
- Check condenser coils for leaks, lint, and dirt condition (air cooled).
- Check EVAP/COND for proper operation.
- Check cooling tower for proper operation.
- Check compressor to motor coupling (if applicable).
- Check oil level and temperature.
- Check condenser fan bearings (air cooled).

Rooftop Package Unit Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, damage, tension and alignment.
- General cleaning and lubrication.

Clean Coils Service:

- Clean Coils.

Change Filters Service:

- Change Filters.

The seven (7) Huntington Park Locations:

1. City Hall, 6550 Miles Ave.
2. Police Department, 6548 Miles Ave.
3. Parks and Recreation & Muni Building, 3401 E. Florence Ave.
4. Raul Perez Park, 6208 S. Alameda St.
5. Freedom Park 3801 E. 61st St.
6. Community Center 6925 Salt Lake Ave.
7. Public Works 6900 Bissell St.

EQUIPMENT INVENTORY

Equipment to be maintained:

CITY HALL

6550 MILES AVENUE / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AHN	AIR DYNE UMG25M/TBD AIR HANDLER
1	AHS	AIR DYNE UMG25M/TBD AIR HANDLER
1	HP1	LENNOX CBX32M03023065/TBD HEAT PUMP
1	CND1	LENNOX XP1402423002/TBD CONDENSER
1	HP2	TRANE TWE090D300AA/TBD HEAT PUMP
1	CND2	TRANE TWA090D30RAA/TBD CONDENSER

1	CNDN1	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDN2	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDS1	CARRIER 38AUZA25A0A5A/TBD CONDENSER / GROUND SOUTH BLDG
1	CNDIT	FUJITSU ASU24CL1/TBD CONDENSER / 1ST FLOOR ROOM
1	FCIT	FUJITSU ASU24CL1/TBD FAN COIL / 1ST FLOOR IT ROOM

POLICE DEPARTMENT
6542 MILES AVENUE / HUNTINGTON PARK

QT	TAG	MAKE MODEL / SERIAL # DESCRIPTION
3	AH	TBD TBD/TBD AIR HANDLERS / 1ST FLOOR
1	AH	MAGIC AIRE BMB12ACAAH1A/TBD JAIL BASEMENT ROOM
1	AH	MAGIC AIRE HBB16ABAAAAA/TBD BASEMENT LOCKER / WIEGHT ROOM
2	AH	MAGIC AIRE BMB12ACAAH1A/TBD 2ND FLOOR CSU & SOUTH SIDE
1	AH	MAGIC AIRE BMB20ACAAH2L/TBD 2ND FLOOR NORTH SIDE OFFICE
1	HP1	BRYANT FB4ANF060/TBD 2ND FLOOR ATTIC ABOVE CHIEF OFFICE
1	CND1	BRYANT 38YCC060300/TBD GROUND WEST SIDE
1	HP2	CARRIER FY4ANB06000AAA/TBD ATTIC ABOVE DETECTIVES
1	CND2	CARRIER 38QRR060501/TBD GROUND EAST SIDE
1	HP3	CARRIER 38HDC06032/TBD GROUND SOUTH SIDE
1	CND3	CARRIER 40QNC0363/TBD WASHABLE FILTER DISPATCH
1	CND4	CARRIER 38HDF0363/TBD GROUND SOUTH SIDE
1	HP4	CARRIER 40QAB060311/TBD IT ROOM WASHABLE FILTER
1	CHILL	TRANE CGAEC50GABA1DR1/TBD GROUND EAST SIDE
1	BOIL	HONEYWELL TBD/TBD BOILER / SUPPLY IN POLICE STATION

PARKS & REC
3401 EAST FLORENCE / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TCDA06A1A0A0/TBD PACKAGED UNIT
1	AC2	CARRIER 48PGDM08A5/TBD PACKAGED UNIT
1	AC3	CARRIER 48ESN06000900/TBD PACKAGED UNIT
1	AC4	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC5	CARRIER 48ESN042060301/TBD PACKAGED UNIT
1	AC6	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT

1	AC7	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC8	CARRIER 48PGDM09/TBD PACKAGED UNIT
1	AC9	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC10	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC11	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC12	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AC13	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AH1	CARRIER 40QNC0123/TBD AIR HANDLER
1	CND1	CARRIER 38HDV012/TBD CONDENSER
1	AH2	CARRIER 40MVQ04301/TBD AIR HANDLER
1	CND2	CARRIER 38MVQ024301/TBD CONDENSER
5	FANS	CENTRAL TBD/TBD FANS
1	AC14	CARRIER 50HJQ005631/TBD PACKAGED UNIT

MUNI PARK 3401 EAST FLORENCE / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 50JH005-631 / 3308G50386

PEREZ PARK

6208 ALAMEDA ST / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT
1	AC2	CARRIER 47TCLA04A2A5A/TBD PACKAGED UNIT
1	AC3	CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT
1	EF	LOREN COOK 120CPV 138SD75495 EXHAUST FAN
1	EF	LOREN COOK 90KSP 138SD82948 EXHAUST FAN

FREEDOM PARK

3801 E 61ST STREET / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	TRANE YHC072A3RMA1700/TBD PACKAGED UNIT
1	AC2	TRANE YHC072A3RMA1700/TBD PACKAGED UNIT
1	AC3	TRANE YHC048A3RMA1G02/TBD PACKAGED UNIT
1	EF	TBD TBD/TBD EXHAUST FAN

COMMUNITY CENTER

6925 SALT LAKE AVENUE / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48HJE007551HQ/TBD PACKAGED UNIT
1	AC2	CARRIER 48HJE007551HQ/TBD PACKAGED UNIT
1	AC3	CARRIER 48HJD012571/TBD PACKAGED UNIT

1	AC4	CARRIER 48HJD012571/TBD PACKAGED UNIT
1	CND1	mitsubishi MUZA09NA/TBD CONDENSER
1	FC1	mitsubishi MUZA09NA/TBD FAN COIL
1	EF	TBD TBD/TBD EXHAUST FAN
1	EF	TBD TBD/TBD EXHAUST FAN
1		REZNOR FURNACE 100% OUTSIDE AIR (OSA)

PUBLIC WORKS

6900 BISSELL STREET / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	ICP	INT.COMFORT PGF342888K01 / G882331057

OLD COURTHOUSE

6548 MILES AVENUE / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TFL006 2603G39326 PACKAGED UNIT
1	AC2	CARRIER 48TMD007 2903G10190 PACKAGED UNIT
1	AC3	CARRIER 48TFL005 2403G10153 PACKAGED UNIT
1	AC4	CARRIER 48TMD008 0803G40415 PACKAGED UNIT
1	AC5	CARRIER 48GSN024 2503G41080 PACKAGED UNIT
1	AC6	CARRIER 50ZH024 0600G40081 PACKAGED UNIT
1	AC7	CARRIER 50ZHO24 N/A PACKAGE UNIT
1	AC8	GOVERN AIR CORP. TL101724E 27439 PACKAGE UNIT
1	AC9	BUILDUP SYSTEM 5H40 & 5H60
1		AIR COMPRESSOR
1		BOILER 1
1		BOILER 2

EXHIBIT B

City Hall

6550 Miles Avenue / Huntington Park

Belt Size	Filter Size
B76 – 2	24 x 24 x 2 - 4
BX62 – 2	24 x 24 x 2 - 4
No Belt	20 x 20 x 1 – 1
A49 – 1	16 x 20 x 2 – 3

Police Department

6542 Miles Avenue / Huntington Park

Belt Size	Filter Size
4L450 – 1	16 x 16 x 2 - 2
B128 – 2	20 x 20 x 2 - 3
4L500 – 1	20 x 20 x 2 – 3
4L450 - 1	16 x 16 x 2 – 2
4L450 - 1	16 x 16 x 2 – 2
4L420 -1	20 x 25 x 2 – 2

Parks & Rec

3401 East Florence / Huntington Park

Belt Size	Filter Size
AX35 – 1	16 x 16 x 25 – 2
AX41 – 1	16 x 16 x 2 – 4
No Belt	20 x 25 x 2 – 1
AX41 – 1	16 x 16 x 2 – 4
No Belt	20 x 20 x 2 – 1
AX62 – 1	20 x 25 x 2 – 4
No Belt	16 x 20 x 1 – 2
AX62 – 1	20 x 25 x 2 – 4
No Belt	20 x 25 x 1 – 1
No Belt	6 x 20 x 1 – 1
BX35 – 1	16 x 25 x 2 – 9
BX35 – 1	16 x 25 x 2 – 9
4L250 – 4 & 4L300H - 1	No filters
No Belt	12 x 24 x 1 – 1 & 24 x 24 x 1 – 1

Muni Park

3401 East Florence / Huntington Park

Belt Size	Filter Size
A36 – 1	16x25x2 - 2

Perez Park
6208 Alameda ST / Huntington Park

Belt Size	Filter Size
AX38 – 1	16 x 25 x 2 – 2
AX38 – 1	16 x 25 x 2 – 2
AX38 – 1	16 x 25 x 2 – 2
AX32 – 1	No Filter
AX33 – 1	No Filter

Freedom Park
3801 E 61st Street / Huntington Park

Belt Size	Filter Size
4L340 – 1	16 x 25 x 2 – 4
6A142 – 1	16 x 25 x 2 – 4
A263X697 – 1	20 x 25 x 2 – 2

Community Center
6925 Salt Lake Avenue / Huntington Park

Belt Size	Filter Size
A37 – 1	16 x 16 x 2 – 4
A37 – 1	16 x 16 x 2 – 4
A51 – 1	20 x 20 x 2 – 4
A51 – 1	20 x 20 x 2 – 4

Public Works
6900 Bissell Street / Huntington Park

Belt Size	Filter Size
No Belt	14x24x1 - 2

Old Courthouse
6548 Miles Avenue / Huntington Park

Belt Size	Filter Size
A40/A109 – 1	16 x 25 x 2 – 2
A40/A109 – 1	16 x 25 x 2 – 2
A36 – 1	16 x 25 x 2 – 2
A48 – 1	16 x 20 x 2 – 4
No Belt	16 x 20 x 2 – 1
No Belt	14 x 20 x 2 – 1
No Belt	14 x 20 x 2 – 1
B69 – 2	16 x 20 x 2 – 6
B112 – 4	20 x 20 x 2 – 20

ATTACHMENT "B"



THE POWER OF **CONNECTED**



REQUEST FOR PROPOSAL
Mechanical and Heating, Ventilating, and Air
Conditioning (HVAC)
Prepared for
City Of Huntington Park

**I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS
REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/
AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS
REFERENCED.**

Derek Wheeler
August 23, 2022

Prepared:
August 23, 2022

Honeywell | Building Solutions

I. STATEMENT OF QUALIFICATIONS

a) Company Information

Honeywell International is a Fortune 100 diversified technology and manufacturing leader, serving customers worldwide services; control technologies for buildings, Headquartered in Charlotte, NC. Honeywell employs approximately 99,000 employees in more than 1300 sites worldwide. Honeywell has been in business for 136 years.

Honeywell is one of the major players in the Building Automation and Controls, as well as in the Automation Maintenance, Mechanical and Energy Services industry. Honeywell has customers in all industries and government branches. We service the private, public building and construction markets including multi-location retail, commercial office space, healthcare, life sciences, federal government, state and local government, educational, and industrial clients.

From simple service and maintenance to comprehensive design, installation and optimization of multiple systems, we can keep you performing at your best — no matter where you are in the world.

Honeywell's presence in La Palma and remote equipment storage facility in La Palma allows us to quickly respond to our customers throughout the Bay Area, including the numerous customers within the Los Angeles County. La Palma Branch currently has 34 employees and growing.

The Honeywell La Palma branch office services the private, public building and construction markets including educational, multi-location retail, commercial office space, healthcare, life sciences, federal government, state and local government, and industrial clients. Our extensive mechanical knowledge, operational location, and existing working relationships with customers and vendors in varying markets make us uniquely qualified to provide quality service in a timely manner.

Similar Project Experience

At Honeywell, it starts with our customers and a singular focus on helping them succeed. Then we add breakthrough technology that improves lives and makes people safer, more secure, more comfortable, and more productive. We are proud that the following customers selected Honeywell as the highest quality local source of installed systems and continuing support. We are pleased to be in partnerships with these customers. They continue to obtain the superior performance that they expect and deserve from their investment.

County of Monterey

Project Overview

- Location: Salinas, CA

Honeywell's Role

Full Service Mechanical Maintenance.
\$172,000 per year
5 year term - current

Customer Contact:

Name: Jeff Pennoni
Address: 168 W Alisal St
Salinas, CA 93901
Tel: (831) 750-3529
Title: Chief Engineer

Town of Yucca Valley

Project Overview

- Location: Yucca Valley, CA

Honeywell's Role

Full Service Mechanical Maintenance
\$54,000.00
11 years contract - current

Customer Contact:

Name: Jerry McPheeters
Address: 57090 Twenty Nine Palms Hwy
Yucca Valley, CA 92284
Tel: (760) 401-0133
Title: Chief Engineer

City of South Gate

Project Overview

- Location: South Gate, CA

Honeywell's Role

Full Service Mechanical Maintenance
\$144,000.00
22 years contract - current

Customer Contact:

Name: Ossie Harrell
Address: 8650 California Ave
South Gate, CA 90280
Tel: (323) 563-5786
Title: Public Works Supervisor

Personnel

Honeywell's greatest strength is its people. Honeywell offers City of Huntington Park a team of highly qualified personnel with the expertise to execute all facets of your project. Honeywell guarantees the success of its projects by employing the best talent in the industry and assigned to this project is an exceptional team of seasoned professionals with a wealth of heating, ventilating, and air conditioning systems service and maintenance experience.

This project will be self-performed by the HBS La Palma Office. This project team has the ability to accommodate the workload associated with this project, assuring a timely completion of all tasks

Service Team:

Derek Wheeler - Sr. Field Service Supervisor – 33 Years of Field and Leadership Experience

David Ryan – Mechanical Equipment Specialist Mechanical HVAC Fitter – EPA Universal Certified
42 Years Field Experience

Ed Hernandez – Journeyman Mechanical HVAC Fitter – EPA Universal Certified
26 Years Field Experience

Carlos DeLavilla – Senior Automation Technician - 11 Years Field Experience

Todd Peterson – Senior Automation Technician – 34 Years Field Experience

Brandon Shute – Journeyman Mechanical HVAC Fitter – EPA Universal Certified
12 Years Field Experience

Robert Campbell – Journeyman Mechanical HVAC Fitter – EPA Universal Certified
31 Years Field Experience

David Fox – Journeyman Mechanical HVAC Fitter – EPA Universal Certified

Fee Schedule –

Total Annual Fee \$94,230.00 Fixed for 5 years.

Air Handler Service (Includes Filter and Coils) – (30) Preventive Maintenance Hours - \$129.73 Per Hour to contract assigned HVAC Journeyman (TBD at contract award)

Exhaust Fan Service – (7) Preventive Maintenance Hours - \$129.73 Per Hour to contract assigned HVAC Journeyman (TBD at contract award)

Fan Coil Service / Condensers – (31) Preventive Maintenance Hours - \$129.73 Per Hour to contract assigned HVAC Journeyman (TBD at contract award)

Reciprocating Liquid Chiller Service - (18) Preventive Maintenance Hours - \$129.73 Per Hour to contract assigned HVAC Journeyman (TBD at contract award)

Rooftop Package Unit Service (Includes Filter and Coils) – (162) Preventive Maintenance Hours - \$129.73 Per Hour to contract assigned HVAC Journeyman (TBD at contract award)

Legal

A statement as to whether the Proposer, either presently or in the past, was involved in any litigation, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution. And a statement if the Proposer or any officer or employee of the company who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances.

Honeywell is a Fortune 100 corporation. As such, it is from time to time named as a party in lawsuits throughout the world, often in instances when it is not at fault, or receives a claim alleging that it did not complete work. Due to the nature of such litigation and claims, it is not always possible to determine whether lawsuits or claims of a particular kind are pending against Honeywell at any given time. Except as may be disclosed in Honeywell's 10K, 10Q and other regulatory filings, however, none of these lawsuits or claims have a material adverse effect on Honeywell's financial standing or its ability in any specific instance to perform in accordance with its contractual commitments.

Mechanical & HVAC Preventative Maintenance & Repair at City Facilities

- Tools and Equipment: The Contractor shall furnish and maintain all equipment necessary for properly maintaining HVAC systems at City facilities. The City reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.
- Contractor shall provide 24-hour emergency service as needed in all aspects of HVAC emergency repair for the City facilities. Hours shall be Monday through Friday 5:30 p.m. to 6:00 a.m. and 24 hours each day on weekends and Holidays. Contractor shall have working personnel on-site within 1 hour of the call-out, or respond by telephone to the City Representative within ½ hour if the problem is capable of being corrected through alternative methods.

MONITORING

CONDITIONING (HVAC) MAINTENANCE AND REPAIR

- o Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all City facilities.
- o Contractor shall inspect all HVAC systems at least twice each year, with seasonal start-up and run inspections performed and documented.
- o Contractor shall provide oversight and documentation of Seasonal Preventive Maintenance on all HVAC systems and provide that data to the City representative at the first of every month.
- o Contractor shall inspect all support structures, and provide documentation of maintenance and repairs to the City Representative.
- o Contractor shall inspect all moving parts or components, investigate noises: belts; bearings; drives; and fans, and lubricate and adjust as recommended per manufacturers specifications.

- Contractor shall perform air-handling unit maintenance which includes but is not limited to; all services recommended by manufacturer; replacing air filters at least quarterly, at all City facilities not covered under Proposer contract.
 - Contractor shall inspect, provide oversight and documentation that all City owned facilities under contract with Proposer are receiving required work.
 - Contractor shall perform monthly walkthroughs of HVAC systems for preventative maintenance work requests to Proposer.
- Will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by your experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. Proposer will also provide recommendations for additional service(s) that will better enhance equipment performance.
- HVAC Air Filter Changing Schedule: This service will maintain indoor air quality by changing filters quarterly and minimizing dust and particles from collecting on ductwork. This service will insure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for approval by the City Representative to adjust the frequencies and any associated price.
- Air Cooled Condenser Coil Cleaning: This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility.
- Evaporator Coil and Cleaning: Proposer will clean air handling unit evaporator coils that will help improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned at a time that is mutually agreeable between the proposer and the City Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and or other devices that allow the proper cleaning of the coil.

- Operating Inspection: Will provide this service to assure that mechanical equipment continues to operate efficiently with little operating disruptions during the operating season. Will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location.
- Operating Inspection – Heating: This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location.
- Operating Inspection – Cooling: This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location.

Mechanical & HVAC Preventative Maintenance & Repair at City Facilities

Air Handler Service:

- Check supply and return fan motors for proper operation.
- Check unit for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, sheaves for wear, damage, and alignment.
- Check contactors and relays for pitting, wear, or damage.
- Check and tighten electrical connections.
- Check heating coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check and adjust air dampers (outside, mixed, and return).
- General lubrication and cleaning.
- Lubricate supply fan motor bearings.
- Check for particulate accumulation on filters, clean or replace if accumulation.
- Result in pressure drop or airflow outside operating limits.
- Check air filter and housing integrity.
- Check UV lamp, if equipped.
- Check P-trap, prime as needed to ensure proper operation.
- Check for proper operation of cooling or heating coil.
- Check drive alignment, wear, seating and operation.

Exhaust Fan Service:

- Check fan motors for proper operation.
- Check fan for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.

Fan Coil Service:

- Check tubing for chafing, abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check cooling coils for leaks, lint, and dirt condition.

Mechanical & HVAC Preventative Maintenance & Repair at City Facilities

- Check and clean coil drain pans.
- Check operation of heating and cooling.
- Check operation of dampers and actuators.

Reciprocating Liquid Chiller Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check condenser coils for leaks, lint, and dirt condition (air cooled).
- Check EVAP/COND for proper operation.
- Check cooling tower for proper operation.
- Check compressor to motor coupling (if applicable).
- Check oil level and temperature.
- Check condenser fan bearings (air cooled).

Rooftop Package Unit Service:

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, damage, tension and alignment.
- General cleaning and lubrication.

Clean Coils Service:

- Clean Coils.

Change Filters Service:

- Change Filters.

The Huntington Park Locations:

1. City Hall, 6550 Miles Ave.
2. Police Department, 6548 Miles Ave.
3. Parks and Recreation & Muni Building, 3401 E. Florence Ave.

Mechanical & HVAC Preventative Maintenance & Repair at City Facilities

4. Raul Perez Park, 6208 S. Alameda St.
5. Freedom Park 3801 E. 61st St.
6. Community Center 6925 Salt Lake Ave.
7. Public Works 6900 Bissell St.

EQUIPMENT INVENTORY

Equipment to be maintained:

CITY HALL

6550 MILES AVENUE / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AHN	AIR DYNE UMG25M/TBD AIR HANDLER
1	AHS	AIR DYNE UMG25M/TBD AIR HANDLER
1	HP1	LENNOX CBX32M03023065/TBD HEAT PUMP
1	CND1	LENNOX XP1402423002/TBD CONDENSER
1	HP2	TRANE TWE090D300AA/TBD HEAT PUMP
1	CND2	TRANE TWA090D30RAA/TBD CONDENSER
1	CNDN1	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDN2	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDS1	CARRIER 38AUZA25A0A5A / TBD CONDENSER / GROUND SOUTH BLDG
1	CNDIT	FUJITSU ASU24CL1/TBD CONDENSER / 1ST FLOOR ROOM
1	FCIT	FUJITSU ASU24CL1/TBD FAN COIL / 1ST FLOOR IT ROOM

POLICE DEPARTMENT

6542 MILES AVENUE / HUNTINGTON PARK

QT	TAG	MAKE MODEL / SERIAL # DESCRIPTION
3	AH	TBD TBD/TBD AIR HANDLERS / 1ST FLOOR
1	AH	MAGIC AIRE BMB12ACAAH1A/TBD JAIL BASEMENT ROOM
1	AH	MAGIC AIRE HBB16ABAAAAA/TBD BASEMENT LOCKER / WEIGHT ROOM
2	AH	MAGIC AIRE BMB12ACAAH1A/TBD 2ND FLOOR CSU & SOUTH SIDE

Mechanical & HVAC Preventative Maintenance & Repair at City Facilities

1	AH	MAGIC AIRE BMB20ACAAH2L/TBD 2ND FLOOR NORTH SIDE OFFICE
1	HP1	BRYANT FB4ANF060/TBD 2ND FLOOR ATTIC ABOVE CHIEF OFFICE
1	CND1	BRYANT 38YCC060300/TBD GROUND WEST SIDE
1	HP2	CARRIER FY4ANB06000AAA/TBD ATTIC ABOVE DETECTIVES
1	CND2	CARRIER 38QRR060501/TBD GROUND EAST SIDE
1	HP3	CARRIER 38HDC06032/TBD GROUND SOUTH SIDE
1	CND3	CARRIER 40QNC0363/TBD WASHABLE FILTER DISPATCH
1	CND4	CARRIER 38HDF0363/TBD GROUND SOUTH SIDE
1	HP4	CARRIER 40QAB060311/TBD IT ROOM WASHABLE FILTER
1	CHILL	TRANE CGAEC50GABA1DR1/TBD GROUND EAST SIDE
1	BOIL	HONEYWELL TBD/TBD BOILER / SUPPLY IN POLICE STATION

PARKS & REC

3401 EAST FLORENCE / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TCDA06A1A0A0/TBD PACKAGED UNIT
1	AC2	CARRIER 48PGDM08A5/TBD PACKAGED UNIT
1	AC3	CARRIER 48ESN06000900/TBD PACKAGED UNIT
1	AC4	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC5	CARRIER 48ESN042060301/TBD PACKAGED UNIT
1	AC6	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC7	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC8	CARRIER 48PGDM09/TBD PACKAGED UNIT
1	AC9	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC10	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC11	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC12	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AC13	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AH1	CARRIER 40QNC0123/TBD AIR HANDLER
1	CND1	CARRIER 38HDV012/TBD CONDENSER
1	AH2	CARRIER 40MVQ04301/TBD AIR HANDLER
1	CND2	CARRIER 38MVQ024301/TBD CONDENSER
5	FANS	CENTRAL TBD/TBD FANS

Mechanical & HVAC Preventative Maintenance & Repair at City Facilities

1 AC14 CARRIER 50HJQ005631/TBD PACKAGED UNIT

MUNI PARK 3401 EAST FLORENCE / HUNTINGTON PARK

QTY TAG MAKE MODEL / SERIAL # DESCRIPTION

1 AC1 CARRIER 50JH005-631 / 3308G50386

PEREZ PARK

6208 ALAMEDA ST / HUNTINGTON PARK

QTY TAG MAKE MODEL / SERIAL # DESCRIPTION

1 AC1 CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT

1 AC2 CARRIER 47TCLA04A2A5A/TBD PACKAGED UNIT

1 AC3 CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT

FREEDOM PARK

3801 E 61ST STREET / HUNTINGTON PARK

QTY TAG MAKE MODEL / SERIAL # DESCRIPTION

1 AC1 TRANE YHC072A3RMA1700/TBD PACKAGED UNIT

1 AC2 TRANE YHC072A3RMA1700/TBD PACKAGED UNIT

1 AC3 TRANE YHC048A3RMA1G02/TBD PACKAGED UNIT

1 EF TBD TBD/TBD EXHAUST FAN

COMMUNITY CENTER

6925 SALT LAKE AVENUE / HUNTINGTON PARK

QTY TAG MAKE MODEL / SERIAL # DESCRIPTION

1 AC1 CARRIER 48HJE007551HQ/TBD PACKAGED UNIT

1 AC2 CARRIER 48HJE007551HQ/TBD PACKAGED UNIT

1 AC3 CARRIER 48HJD012571/TBD PACKAGED UNIT

1 AC4 CARRIER 48HJD012571/TBD PACKAGED UNIT

1 CND1 MITSUBISHI MUZA09NA/TBD CONDENSER

1 FC1 MITSUBISHI MUZA09NA/TBD FAN COIL

1 EF TBD TBD/TBD EXHAUST FAN

Mechanical & HVAC Preventative Maintenance & Repair at City Facilities

1 EF TBD TBD/TBD EXHAUST FAN

PUBLIC WORKS

6900 BISSELL STREET / HUNTINGTON PARK

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	ICP	INT.COMFORT PGF342888K01 / G882331057



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/17/2022

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: XL Specialty Insurance Co</td><td>37885</td></tr><tr><td>INSURER C: Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: XL Specialty Insurance Co	37885	INSURER C: Greenwich Insurance Company	22322	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Honeywell International Inc. 855 S. Mint Charlotte NC 28202 USA															

COVERAGES CERTIFICATE NUMBER: 570092043476 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			RGC943763009	04/01/2022	04/01/2023	EACH OCCURRENCE \$15,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$15,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$15,000,000 GENERAL AGGREGATE \$15,000,000 PRODUCTS - COMP/OP AGG Included
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAC943764209 AOS	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			RA0943764509 Excess Auto	04/01/2022	04/01/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD943540309 AOS RWC943540209 AK, WI	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE-EA EMPLOYEE \$5,000,000 E.L. DISEASE-POLICY LIMIT \$5,000,000
B	Excess WC			RWE943540409 AZ, OH, WA SIR applies per policy terms & conditions	04/01/2022	04/01/2023	EL Each Accident \$5,000,000 EL Disease - Ea Emp \$5,000,000 EL Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage. Blanket Additional Insured where required by written contract endorsement is included on the General Liability and Automobile Liability policies. Blanket Contractual Liability is included on the General Liability and Automobile Liability policies per the policy coverage forms. A waiver of Subrogation where required by written contract is included on the applicable policies shown above. Honeywell will provide the General Liability ISO endorsement form numbers where required by written contract upon request.

CERTIFICATE HOLDER

CANCELLATION

Honeywell International Inc. 855 S. Mint Charlotte NC 28202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570092043476



**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

Honeywell

THE POWER OF **CONNECTED**



REQUEST FOR PROPOSAL
Mechanical and Heating, Ventilating, and Air
Conditioning (HVAC)
Prepared for
City Of Huntington Park

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS
REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/
AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS
REFERENCED.

Derek Wheeler
August 23, 2022

Prepared:
August 23, 2022

Honeywell | Building Solutions

Fee Schedule –

Total Annual Fee \$94,230.00 Fixed for 5 years.

Air Handler Service (Includes Filter and Coils) – (30) Preventive Maintenance Hours - \$129.73 Per Hour to contract assigned HVAC Journeyman (TBD at contract award)

Exhaust Fan Service – (7) Preventive Maintenance Hours - \$129.73 Per Hour to contract assigned HVAC Journeyman (TBD at contract award)

Fan Coil Service / Condensers – (31) Preventive Maintenance Hours - \$129.73 Per Hour to contract assigned HVAC Journeyman (TBD at contract award)

Reciprocating Liquid Chiller Service - (18) Preventive Maintenance Hours - \$129.73 Per Hour to contract assigned HVAC Journeyman (TBD at contract award)

Rooftop Package Unit Service (Includes Filter and Coils) – (162) Preventive Maintenance Hours - \$129.73 Per Hour to contract assigned HVAC Journeyman (TBD at contract award)



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

RE: Mechanical & HVAC Preventative Maintenance and Repair at City Facilities

Dear Sir/Madam:

Thank you for the opportunity to be considered as Prime Contractor for your Request for Proposal for Mechanical & HVAC Preventative Maintenance & Repair at City Facilities for the City of Huntington Park.

Since 2005, Pacific West Industries Inc has strived to become a credible source for commercial HVAC expertise. In addition to being a full mechanical contractor, the company has earned an impressive reputation as a leading Controls contractor in Southern California.

Pacific West Industries, Inc. is a California S-Corporation, founded in March 2005 by Kevin Marquardt. The corporation currently holds a C-20 (HVAC), C-10 (Electrical), C-36 (Plumbing), and C-38 (Refrigeration) contractor's license, number 792079, through 04/30/2024. The company has trusted and dedicated subcontractors that provide water treatment, electrical and insulation work as needed. The remainder of the work is typically completed by Pacific West Industries, Inc.

Pacific West Industries focuses efforts on specific regions of Southern California, and has an office headquartered in Orange County at: 4051 E. La Palma Ave, Unit A, Anaheim, CA 92807. A secondary location is in Palm Desert.

Typical operating hours are Mon-Fri, 8:00-5:00. However, emergency after hours service is available 24/7. The primary contact person for proposal contracts is: Robyn Marquardt, Vice President/CFO, robyn@pacwestac.com, or by phone, 866-328-2129.

I have read, understood, and agreed to all statements in this request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.

Sincerely,

A handwritten signature in cursive script that reads 'Robyn Marquardt'.

Robyn Marquardt
Vice President / CFO
Pacific West Industries Inc.

PACIFIC WEST INDUSTRIES, INC.
4051 E. La Palma Suite A, Anaheim, CA 92807
866.328.2129 • 714-630-4049 (fax) • www.pacwestac.com



QUALIFICATIONS AND EXPERIENCE

Pacific West Industries Inc. has strived to become a credible source for commercial HVAC expertise since 2005. In addition to being a full mechanical contractor, the company has earned an impressive reputation as a leading HVAC Controls contractor throughout Southern California and have recently branched out into the Arizona area. We are dedicated to completing projects with the highest possible quality, on time, and on budget.

We have multiple maintenance contracts for both private and public agencies and have been providing service for nearly twenty years now. We have a team of highly skilled technicians, most with over ten years of experience, some with well over twenty years of experience.

These days, technology in the HVAC industry is a moving target and we are committed to staying on point. Our team is dedicated to excellence by participating in ongoing training, certifications, and team collaboration. This philosophy has helped us attract and retain some of the best talent in the industry.

COMPANY LICENSES AND CERTIFICATIONS:

Pacific West Industries, Inc. is a California S-Corporation, number C2631300 and was founded in 2005. The corporation currently holds a C-20, C-10, C-36 & C-38 contractor's license, number 792079.

Pacific West Industries is a Certified Carrier Controls Encompass System Expert.
OSHA 10 and 30 Hour Certifications of most employees.
DIR Registration Number 1000002299
Department of General Services – Certified Small Business Certification ID 1627320
Fully Insured & Bondable

SAFETY PROGRAM:

Pacific West Industries, Inc. strives to comply with all applicable laws and regulations that govern our operations. In so doing, we conduct our processes and operations in a manner that reduces or eliminates the conditions that are unhealthful or could cause injury to our employees. We have a full scope IIPP (Injury and Illness Prevention Plan) in place, and conduct weekly safety meetings. Employees are consistently urged to report unsafe conditions in their workplace and assist management to alleviate these conditions where they may exist.

Quality or production goals do not supersede the safety of our employees and we have implemented a Safety Management Program. This program provides for:

- The continual commitment of improving safety at our workplace and all jobsites
- Employee awareness and training regarding safety issues
- A commitment to our customers, subcontractors, co-workers, and ourselves to lessen or eliminate any safety-related issues from our corporation that could impact them.



Experience and References:

CAMD – California Military Department

Contact: SSG Javier Hernandez
Phone: (562) 594-1500
Email: javier.hernandez14.mil@mail.mil

Projects:

Azusa Armory HVAC Boiler Maintenance Service
1351 West Sierra Madre Blvd
Azusa, CA 91702

Inglewood & Manhattan Beach Armories Ductless Split HVAC Maintenance \$49,000
111 Grosvenor Avenue, Inglewood, CA 90302
3601 Bell Avenue, Manhattan Beach, CA 90266

Lancaster Armory – HVAC, Chiller, and Boiler Maintenance Service \$44,000
47002 45th Street West
Lancaster, CA 93536

Long Beach CSMS – HVAC Maintenance Service \$38,000
3500 Stearns Street
Long Beach, CA 90815

Van Nuys Armory – HVAC Maintenance Service \$41,000
17330 Victory Boulevard
Van Nuys, CA 91406



Experience and References

Alhambra Unified School District
1515 West Mission Road
Alhambra, CA 91803

Contact: Keith Kovach
Phone: (626) 943-6500
Email: Kovach_keith@ausd.us

Project:

HVAC Controls Maintenance & Service Agreement @ 3 High Schools
Alhambra, California
Substantial Completion: March 2020 - Contract renewed
Contract Value: \$1,500,000 +

Palm Springs Art Museum - Grant Project
Palm Springs & Palm Desert, California

Contact: Debra Preston, Deputy Director, Administration & Operations
Phone: (760) 322-4819
Email: dpreston@psmuseum.org

Project:

Palm Springs Art Museum - Grant Project & Ongoing Maintenance / Repairs
Provide ongoing mechanical & controls service and maintenance. Replace
Chillers, cooling towers, boilers, in-rack cooling systems, etc.
Substantial Completion: July 2019 + Ongoing Maintenance Contract
Contract Value: \$525,000 +



Experience and References

Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710

Contact: Alex Rivera, Supervisor-Maintenance, Operations & Construction
Phone: (909) 625-1207
Email: alex_rivera@chino.k12.ca.us

Projects:

Glenmeade Elementary School - HVAC Retrofit
15000 Whirlaway Lane, Chino Hills, CA
Remove and Replace the existing HVAC units.
Date of Completion: October 2019
Contract Value: \$459,000

Newman Elementary School - HVAC Retrofit
4150 Walnut Avenue, Chino Hills, CA
Remove and Replace the existing HVAC units.
Date of Completion: August 2019
Contract Value: \$309,000

Alternative Education Center - HVAC Replacement
15650 Pipeline Avenue, Chino Hills, CA
Replace existing HVAC Units
Date of Completion: August 2020
Contract Value: \$650,000

Marshall Elementary School - HVAC Replacement
12045 Telephone Avenue, Chino, CA 91710
Replace existing HVAC Units
Date of Completion: September 2020
Contract Value: \$860,000

CITY OF HUNTINGTON PARK

REQUEST FOR PROPOSAL FOR 2022

**Mechanical and Heating, Ventilating, and Air Conditioning (HVAC)
Preventative Maintenance and Repair at City Facilities**



Pacific West Industries, Inc
4051 E La Palma Ave Ste A
Anaheim, CA 92807
866-328-2129



PACIFIC WEST
AIR CONDITIONING
CONTROLS EXPERT

	ESTIMATED HOURS	HOURLY RATE	LABOR SUBTOTAL	MATERIALS (FILTERS, BELTS)	QUARTERLY	ANNUAL TOTAL
CITY HALL						
6550 MILES AVENUE / HUNTINGTON PARK	11	\$ 169.00	\$ 1,859.00	\$ 17.00	\$ 1,876.00	\$ 7,504.00
POLICE DEPARTMENT						
6542 MILES AVENUE / HUNTINGTON PARK	28	\$ 149.00	\$ 4,172.00	\$ 285.00	\$ 4,457.00	\$ 17,828.00
PARKS & REC						
3401 EAST FLORENCE / HUNTINGTON PARK	19.25	\$ 149.00	\$ 2,868.25	\$ 630.00	\$ 3,498.25	\$ 13,993.00
MUNI PARK 3401 EAST FLORENCE / HUNTINGTON PARK						
	1	\$ 149.00	\$ 149.00	\$ 35.00	\$ 184.00	\$ 736.00
PEREZ PARK						
6208 ALAMEDA ST / HUNTINGTON PARK	3.5	\$ 149.00	\$ 521.50	\$ 135.00	\$ 656.50	\$ 2,626.00
FREEDOM PARK						
3801 E 61ST STREET / HUNTINGTON PARK	3.25	\$ 149.00	\$ 484.25	\$ 145.00	\$ 629.25	\$ 2,517.00
COMMUNITY CENTER						
6925 SALT LAKE AVENUE / HUNTINGTON PARK	7.5	\$ 149.00	\$ 1,117.50	\$ 240.00	\$ 1,357.50	\$ 5,430.00
PUBLIC WORKS						
6900 BISSELL STREET / HUNTINGTON PARK	1	\$ 149.00	\$ 149.00	\$ 30.00	\$ 179.00	\$ 716.00
OLD COURTHOUSE						
6548 MILES AVENUE / HUNTINGTON PARK	17	\$ 169.00	\$ 2,873.00	\$ 490.00	\$ 3,363.00	\$ 13,452.00
					\$ 16,200.50	\$ 64,802.00
				SALES TAX	\$	\$ 782.83
						\$ 65,584.83

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 6, 2022

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF COMMERCE TO PARTICIPATE IN THE DESIGN AND CONSTRUCTION OF THE RANDOLPH CORRIDOR METRO ACTIVE TRANSPORTATION PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the Mayor, City Manager, City Clerk and City Attorney to execute the Memorandum of Understanding with the City of Commerce to participate in the design and construction of the Randolph Corridor Metro Active Transportation Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In April of 2020, the City of Commerce (Commerce) applied for Measure M Metro Active Transport (MAT) Program funding; focusing on the Randolph Street corridor. City of Huntington Park provided a letter of support for this project. The Randolph Corridor MAT Project provides high quality mobility improvements to the residents and businesses of disadvantaged communities within unincorporated Florence-Firestone and the Cities of Commerce, Bell, Huntington Park and Maywood. The project provides a health benefit via a Class III bicycle lane trail for 7.03 miles, connecting the Los Angeles River with various landmark destinations. This project provides pedestrian and bicycle enhancements via an equitable planning process based on center lane miles located within each jurisdictional boundary.

Project has an estimated 37-month schedule, including the planning/conceptual engineering, environmental, design engineering and construction phases. Each jurisdictional share is as follows:

- City of Commerce = 34.3%
- City of Bell = 22.3%
- City of Huntington Park = 38.4%

CONSIDERATION AND APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF COMMERCE TO PARTICIPATE IN THE DESIGN AND CONSTRUCTION OF THE RANDOLPH CORRIDOR METRO ACTIVE TRANSPORTATION PROJECT

September 6, 2022

Page 2 of 3

- Los Angeles County = 5%

Commerce, as the lead agency, executed a funding agreement (Exhibit A) with Metro in August of 2022. A stipulation of this agreement requires Commerce to execute a Memorandum of Understanding (MOU) with the County of Los Angeles, Bell, Huntington Park and Maywood. Attachment 1 is included as the draft MOU. Upon execution of the MOU, the various cities will commence to define the strategic corridor improvements. Once the design is nearing completion, staff will seek approval from the City Council to seek bids from professionally licensed contractors. Staff will ensure that stakeholders are involved when making decisions regarding roadway improvements. Staff will incorporate complete streets components, while being mindful not to impact parking.

LEGAL REQUIREMENT

Metro Active Transport, Transit and First/Last Mile (MAT) is a multi-year discretionary program within Measure M. This Cycle 1 Program establishes goals, process, and criteria for the five-year cycle of the MAT Program for Fiscal Years 2021-2025. Once the project is scoped, the anticipated environmental phase is a Categorical Exemption from the California Environmental Quality Act, pursuant to Section 15301(c) because it involves a street improvement project that includes minor alterations to existing streets, sidewalks, gutters, bike and pedestrian areas within an existing roadway and streetscape.

Execution of the MOU is an integral part of the agreement between the City of Commerce and Metro. The MOU is an agreement between the two agencies that clearly outlines the respective roles and responsibilities.

FISCAL IMPACT/FINANCING

MAT grant total project cost is \$6,703,891. City agrees to provide an in-kind contribution to the Project for any public engagement activities related to the Project. This includes making a good faith effort to cooperate with Commerce, Los Angeles County, Bell and Maywood to achieve the purposes of this MOU by providing information about the project as requested, reviewing deliverables in a timely manner and informing the City Council and City Manager's Office via public engagement.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in black ink, appearing to be a stylized 'S' or 'L' followed by a horizontal line.

CONSIDERATION AND APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF COMMERCE TO PARTICIPATE IN THE DESIGN AND CONSTRUCTION OF THE RANDOLPH CORRIDOR METRO ACTIVE TRANSPORTATION PROJECT

September 6, 2022

Page 3 of 3

RICARDO REYES

City Manager

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

CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. MAT Project City of Commerce MOU

ITEM NO. 5



CITY OF HUNTINGTON PARK

City Manager
City Council Agenda Report

September 6, 2022

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 ALTERNATIVES TO FILL THE CITY COUNCIL VACANCY CREATED BY THE PASSING OF COUNCILMEMBER MANUEL AVILA

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Consider options and alternatives for filling the vacancy created by the passing of Councilmember Manuel Avila and provide direction or take action as required by Government Code § 36512

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Due to the unfortunate and untimely passing of Councilmember Manuel Avila on July 25, 2022, the Government Code mandates certain steps in filling the vacancy created by Councilmember Avila's death. The purpose of this agenda report is to provide guidance regarding the next steps and to receive direction on what action to implement in filling the vacancy.

Pursuant to the requirements of the Government Code, the City Council must fill a vacancy within 60-days of its occurrence July 25, 2022. This means action must be taken on or before September 24, 2022. Within this timeline, the City Council must either appoint an individual to serve the remaining term of the vacant office, or call a special election for this purpose.¹ If the council calls a special election, the special election can only be held on the next regularly established election date not less than 114 days from the call of the special election.²

The requirements of the Government Code are silent regarding the method or process to be followed if an appointment is made. However, if the City Council decides to fill the vacancy by appointment, the Brown Act requires any appointment considered by the

¹ Gov't Code §36512(b).

² Gov't Code §36512(b)(1).

**CONSIDERATION OF ALTERNATIVES TO FILL THE CITY COUNCIL VACANCY
CREATED BY THE PASSING OF COUNCILMEMBER MANUEL AVILA**

September 6, 2022

Page 2 of 2

entire City Council must be held in open session. It is important to note that interviews are not required and there is no requirement to appoint anyone who has run as a candidate in recent or previous elections. The City Council is free to follow and selection method it so chooses. The person appointed must be a registered voter of the City of Huntington Park prior to appointment.

FISCAL IMPACT

If the City Council selects the option of filling the vacancy by election, the anticipated cost to the City could be in excess of \$200,000 to conduct the election.

CONCLUSION

It is requested that the City Council provide direction or take action in filling the vacancy created by the passing of Councilmember Manuel Avila.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Eduardo Sarmiento', written in a cursive style.

EDUARDO SARMIENTO
City Clerk

RICARDO REYES
City Manager

ATTACHMENT "A"



Election Estimating Calculator

[Go to Election](#)
[Estimate Home](#)

Select Estimate Type

Select Jurisdiction(s)

Estimated Result

The estimated cost is based on the cost factors below. **Any changes to the election cost factors will impact the final costs for your jurisdiction.**

If you need cost estimates for other elections or further assistance in using the cost estimate calculator, please contact our Election Billing team at electionbilling@rrcc.lacounty.gov.

CITY OF HUNTINGTON PARK - 2022 - General Election

CITY OF HUNTINGTON PARK - At Large

Voter Count	Rate Breakdown	Estimated Cost
Registered Voters (RV)	21,990	
Election Operations (rate * RV)	\$2.4502 * 21990	\$53,879.90
Vote By Mail Processing (rate * RV)	\$0.5422 * 21990	\$11,922.98

Sample Ballot Processing and Printing

Office(s)/Seat(s) (rate * No. of Offices * RV)	\$0.0146 * 1 * 21990	\$321.05
Measures(s) (rate * No. of Measures * RV)	\$0.0146 * 0 * 21990	\$0.00
Measure Text (rate * No. of Text Pages for all measures * RV)	\$0.0440 * 0 * 21990	\$0.00
Voting Information (rate * RV)	\$0.3268 * 21990	\$7,186.33
Candidate Filing and Campaign Finance (rate * No. of Candidates)	\$1440.7155 * 4	\$5,762.86

Election Preparation Cost (Flat rate per jurisdiction) \$1,841.42

CITY OF HUNTINGTON PARK TOTAL ESTIMATE \$80,914.54

DISCLAIMER: Please note that calculating an estimate using the Election Cost Estimate Calculator is not consent or agreement to hold, consolidate or provide support services for an election. Requests from jurisdictions for any election scenario must be received in the form of an adopted resolution or other official document and considered by the Board of Supervisors and Registrar-Recorder/County Clerk at the appropriate time. For more information, please contact the Election Information and Preparation Division at ecu@rrcc.lacounty.gov.



ITEM NO. 6



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

September 6, 2022

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:

SECOND READING OF AN ORDINANCE ADDING CHAPTER 21 "MILITARY EQUIPMENT USE POLICY," TO TITLE 4, "PUBLIC SAFETY," OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Waive full reading and conduct the second reading by title only of the proposed ordinance (Attachment "A") adding chapter 21 "Military Use Policy, to title 4, "Public Safety," of the Huntington Park Municipal Code;

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Assembly Bill 481 (AB 481) codified in Government Code sections 7070 through 7075, requires a law enforcement agency (LEA) to obtain approval from the applicable governing body, through adoption of a Military Equipment Use Policy by ordinance, prior to the LEA funding, acquiring, or using military equipment. During the June 7, 2022 City Council Meeting, the Huntington Park Police Department (HPPD) obtained City Council approval of the Military Equipment Use Policy, which allowed HPPD to continue to use the vital equipment specified therein and continue to purchase said equipment as needed.

On August 16, 2022, the City Council conducted a public hearing, and approved the first reading of the proposed ordinance adding, Consistent with AB 481, Ordinance No. 2020-01 City Council approving and supporting for the continued use and deployment of military equipment acquired by the Huntington Park Police Department.

FISCAL IMPACT/FINANCING

N/A

CONCLUSION

ASSEMBLY BILL (AB) 481 – MILITARY EQUIPMENT USE POLICY
September 6, 2022

It is the recommendation of the Chief of Police that the City Council conduct the first reading of the attached Ordinance, and direct HPPD to bring it back for second reading and adoption at the next City Council meeting. The Chief of Police also recommends that the City Council hold a public hearing with regard to the proposed Military Equipment Use Policy and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty (30) days after its final passage.

Respectfully submitted,

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read 'Eduardo Sarmiento', written in a cursive style.

Eduardo Sarmiento
City Clerk

ATTACHMENT(S)

- A: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ADDING CHAPTER 21, "MILITARY EQUIPMENT USE POLICY," TO TITLE 4, "PUBLIC SAFETY," OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

ATTACHMENT "A"

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ADDING CHAPTER 21, "MILITARY EQUIPMENT USE POLICY," TO TITLE 4, "PUBLIC SAFETY," OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481" creating Government Code Section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, the Huntington Park Police Department ("HPPD") is in possession of certain items of equipment that qualify as "military equipment" under AB 481; and

WHEREAS, AB 481 requires that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to HPPD's use of such equipment; and

WHEREAS, the Military Equipment Use Policy ("Policy") and supporting information must be approved by the governing body by ordinance, and reviewed annually; and

WHEREAS, the City Council of the City of Huntington Park ("City"), having received the information required under AB 481 regarding HPPD's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Use Policy as set forth herein.

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

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

SECTION 2. Chapter 21 of Title 4 of the Huntington Park Municipal Code is hereby added to read as follows (deletions in ~~Strikethrough~~ and additions in Underline):

TITLE 4 PUBLIC SAFETY

CHAPTER 21 MILITARY EQUIPMENT USE POLICY

4-21.01 Findings.

(a) The City Council has made the following determinations:

- (1) The military equipment identified in the Huntington Park Military Equipment Use Policy ("Policy") is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- (2) The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
- (3) The military equipment identified in the Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;
- (4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance;

(b) The Huntington Park Police Department ("HPPD") has submitted a proposed Policy to the City Council and has made those documents available on the HPPD website for at least 30 days prior to the public hearing concerning the military equipment at issue.

(c) The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The Policy shall be made publicly available on HPPD's website for as long as the military equipment is available for use.

4-21.02 Annual Report.

(a) HPPD shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a)(1)-(4) above.

(b) The City Council shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2)

(c) The City Council approves the use of the Policy, General Order 706, and finds that it satisfies the requirements of Government Code Section 7070.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, sections, or applications of the Ordinance which can be given effect without the invalid provisions or applications, and to this end any phrase, section, sentence, or word is declared to be severable.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

SECTION 5. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

ATTEST:

CITY OF HUNTINGTON PARK

Eduardo Sarmiento, City Clerk

Ricardo Reyes, City Manager

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney