

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, October 04, 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

Arturo Flores
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@h pca.gov or Esarmiento@h pca.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/i/97897123169?pwd=NkhsNEFacUZCMmJyVFRkOFBsQXZMdz09>

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 Arturo Flores
Council Member Karina Macias
Council Member Graciela Ortiz

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. PRESENTATION BY EAST LOS ANGELES COLLEGE
2. PRESENTATION BY INNER CITY VISIONS ON HOMELESS OUTREACH
3. PROCLAMATION PROCLAIMING OCTOBER BREAST CANCER AWARENESS MONTH

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 – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Catalina Peraza Workers Comp Settlement
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case

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 September 20, 2022

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated October 04, 2022;

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL OF ASSIGNMENT OF JANITORIAL SERVICES CONTRACT

RECOMMENDED THAT CITY COUNCIL:

1. Approve the assignment of J316 Builder's Janitorial Services professional services contract (PSA) to Coalition for Responsible Community Development (CRCD); and
2. Authorize the City Manager to execute the assignment of contract.

4. CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ARBORICULTURIST SERVICES TO UPDATE THE URBAN TREE INVENTORY

RECOMMENDED THAT CITY COUNCIL:

1. Award a professional services agreement (PSA) to ArborPro Urban Forest Management for a not-to-exceed fee of \$34,540 payable from Account No. 111-8091-434.56-41 (grant reimbursable) to provide arboriculturist services to update the urban tree inventory; and
2. Authorize the remaining not-to-exceed project budget of \$7,960 (grant reimbursable) as program contingency for incidentals and additional work; and
3. Authorize the City Manager to execute the PSA and approve all change orders.

POLICE DEPARTMENT

5. APPROVE DONATION OF A POLICE SERVICE DOG FOR NARCOTICS DETECTION AND SUSPECT APPREHENSION

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to receive a Police Service Dog for narcotics detection and suspect apprehension from Adlerhorst International, LLC.; and
2. Authorize the Chief of Police to take physical possession of the Police Service

Dog and assign the canine to the police department's Patrol Division K9 program for police service in the community.

6. CONSIDERATION OF RETIREMENT AND OWNERSHIP TRANSFER OF POLICE SERVICE DOG "KAZ"

RECOMMENDED THAT CITY COUNCIL:

1. Approve the retirement of Police Service Dog KAZ; and
2. Approve the transfer of ownership of KAZ to its handler, Sergeant Miguel Fuentes, for the amount of one dollar (\$1.00); and
3. Authorize the City Manager to execute the Release and Waiver of Liability and Indemnity Agreement to effectuate the transfer of ownership of KAZ.

7. CONSIDERATION TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$174,185 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2020 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

RECOMMENDED THAT CITY COUNCIL:

1. Accept reimbursable grant funding and increase estimated revenues in the amount of \$174,185 to account number 230-0000-335.30-70 (State Homeland Security Program (SHSP); and
2. Approve a budget appropriation in the amount of \$160,000 to account number 230-7134-421.74-10 for the purchase of automated license plate reader technology and \$14,185 to account number 230-7134-421.13-00 for police officers overtime pay associated with police active shooter training; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, the grant agreement, and documentation; and
4. Authorize the Chief of Police to acquire the license plate reader technology and accomplish the active shooter training for Huntington Park Police Officers.

COMMUNITY DEVELOPMENT

8. RETENTION OF CONSULTANT FOR COMMUNITY EDUCATIONAL PROGRAM FOR MEASURE PP

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the retention of consultant to conduct an educational and informational program to the City's residents regarding Measure PP; and
2. Authorize the City Manager to execute a professional services agreement with consultant consistent with their proposal attached herewith.

CITY MANAGER

9. AUTHORIZATION OF DELEGATION OF MEDICAL/DISABILITY DETERMINATION FOR CALPERS TO CITY MANAGER

RECOMMENDED THAT CITY COUNCIL:

1. Adopt the attached Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AUTHORIZING THE DELEGATION OF MEDICAL/DISABILITY DETERMINATION FOR CALPERS"; and
2. Authorize the City Manager to make a medical/disability determination in the Government Code section 21156 as to whether a local public safety officer or law enforcement officer employed by the City qualifies for CalPERS industrial disability retirement; or
3. Alternatively, City Council would be required to make a medical/disability determination in the Government Code section 21156 as to whether a local public safety officer or law enforcement officer employed by the City qualifies for CalPERS industrial disability retirement on its own.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Karina Macias

Council Member Arturo Flores

Vice Mayor Marilyn Sanabria

Mayor Eduardo "Eddie" Martinez

ADJOURNMENT

The City of Huntington Park City Council will adjourn in memory of Luz Ramona Agredano Lozano to a Regular Meeting on Tuesday, October 18, 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 29th day of September 2022.



Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, September 20, 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 6:03 p.m. on Tuesday, September 20, 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 - absent; Steve Foster, Director of Community Development; Sergio Infanzon, Director of Communications; Arnold M Alvarez-Glasman City Attorney, Cynthia Norzagaray Director of Parks & Recreation.

INVOCATION

Invocation was led by Mayor Martinez.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Ortiz.

PRESENTATION(S)

1. PRESENTATION BY EAST LOS ANGELES COLLEGE
2. PRESENTATION BY INNER CITY VISIONS ON HOMELESS OUTREACH SERVICES
3. RECOGNITION OF VOLUNTEERS FOR THE SPAY AND NEUTER CLINIC
4. PROCLAMATION COMMEMORATING THE 100 YEAR ANNIVERSARY OF WOODCRAFT RANGERS
5. PROCLAMATION DECLARING SEPTEMBER SUICIDE PREVENTION AND AWARENESS MONTH
6. PROCLAMATION RECOGNIZING THE LATE COUNCILMEMBER MANUEL "MANNY" AVILA ON NATIONAL HISPANIC HERITAGE MONTH

PUBLIC COMMENTS

The following people provided public comment:

1. Eduardo Alonso
2. Jaime Hernandez

STAFF RESPONSE

City Manager Ricardo Reyes addressed the public comment related to trash. He concurred that many rules are in place that govern trash, and illegal dumping is a serious issue in the city. He encouraged all residents to please report any illegal dumping in order to levy fines against all perpetrators. Mr. Reyes then asked Public Works director Cesar Roldan if he had anything to add to this matter.

Public Works director Cesar Roldan acknowledged that this is an ongoing issue with CR&R the trash hauler for the city. He shared the process of collaboration with CR&R when reporting illegal dumping of trash related issues in general. Many times Public Works is provided with video footage that explains why the trash was not picked up. He added that he regularly emphasizes to CR&R the importance of addressing these issues and collaborates closely with the Community Development and the Code Enforcement team to address illegal dumping. He closed by stating that he will follow up with CR&R regarding the issue mentioned during public comment.

City Manager Reyes added that if residents are feeling that trash hauler is unresponsive, they also have the option of contacting the Public Works Department directly.

CLOSED SESSION

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 7:04 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 – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Communication for a Better Environment et. al. v. City of Huntington Park, et al.
Los Angeles Superior Court Case No. 21STCP00834

Mayor Martinez reconvened the Council meeting from Closed Session at 7:32 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 two (2) matters listed on the closed session agenda were discussed. With regard to item two CBE vs. Huntington Park Council was briefed, and no final action was taken. Item number one (1) on the closed session agenda was not discussed. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

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

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

NOES: None

1. CITY COUNCIL MEETING MINTUES

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

1-1 Regular City Council Meeting held September 6, 2022

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

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2022-32 to Authorize the City of Huntington Park to Conduct Teleconference Open Meetings in Accordance with Assembly Bill 361.

FINANCE

3. CHECK REGISTERS

Approve Accounts Payable and Payroll Warrant(s) dated September 20, 2022

END OF CONSENT CALENDAR

REGULAR AGENDA

PARKS AND RECREATION

4. CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR THE INSTALLATION, REMOVAL AND STORAGE OF HOLIDAY DECORATIONS ON PACIFIC BOULEVARD BY SIERRA INSTALLATIONS FOR THE 2022 AND 2023 HOLIDAY SEASON

MOTION: Councilmember Ortiz moved to authorize and approve Sierra Installations Inc. as the vendor, per Huntington Park Municipal Code, section 2-5.12(i), for the installation, removal and storage of Holiday Decorations on Pacific Boulevard using account #111-6010-451-74.10 in the amount of \$42,885.00; and authorize the City Manager to enter into a 2-year agreement with Sierra Installations to complete the Holiday decoration installation, removal and storage for 2022 and 2023, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

POLICE DEPARTMENT

5. APPROVE THE PURCHASE OF TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION VEHICLES AND SUPPLEMENTARY EQUIPMENT

1. **MOTION:** Vice Mayor Sanabria moved to authorize the requisition of funds to purchase two Police Department Patrol Services Division police patrol vehicles from the FORD MOTOR COMPANY, specifically Grieco Ford in Raynham, MA., and install associated emergency response equipment; and approve an appropriation in the amount of \$161,488.00 to account number 741-8060-431.74-10, capital equipment – vehicles in the City's Vehicle Maintenance Fund; and authorize the Chief of Police to purchase the vehicle and install associated equipment, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

PUBLIC WORKS

6. CONSIDERATION AND APPROVAL TO EXECUTE METRO EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL AND HIGHWAY INFRASTRUCTURE PROGRAMS FUNDS AS PART OF FUNDING FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENTS PROJECT, LACMTA PROJECT ID# MEASURE R MR306.53 AND FTIP LA0G1669

MOTION: Councilmember Ortiz moved to accept the exchange \$1,608,365 of Federal Surface Transportation Program-Local (STP-L) and \$273,119 of Highway Infrastructure Programs funds HIP Funds (HIP) for a total amount of \$1,881,484 of Los Angeles County Metropolitan Transportation Authority Local Transportation Funds; approve an estimated revenue for the fiscal year in the amount of \$1,881,484 to account number 111-0000-335.76-06 Slauson Avenue grant revenue; approve an appropriation in the amount of \$1,881,484 to account number 111-8010-431.76-06 for the construction of CIP 2019-02 Slauson Avenue Congestion Relief Improvements Project, LACMTA Project ID# Measure R MR306.53, and FTIP LA0G1669; authorize the Finance Department to fill out and submit the Automated Clearing House (ACH) Payment Authorization for which is attached to the exchange agreement Metro Account Payable; and authorize the City Manager to sign an Exchange Agreement between the City and the Los Angeles County Metropolitan Transportation Authority for assignment of Federal Surface Transportation Program-Local Funds, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

Prior to item seven (7) on the agenda Mayor Martinez requested we address agenda item eight (8) first and come back to item seven (7). With no objection the Council agreed to proceeded to address item eight (8) on the agenda on come back to item seven (7).

CITY MANAGER

7. CONSIDERATION OF A NOMINATION AND APPOINTMENT TO FILL THE CITY COUNCIL VACANCY CREATED BY THE PASSING OF COUNCILMEMBER MANUEL AVILA

Prior to Council deliberations Mayor Martinez shared that interviews were conducted with each of the applicants prior to today's meeting.

MOTION: Councilmember Ortiz moved to nominate Arturo Flores for appointment to the vacant City Council seat created by the passing of Councilmember Manuel Avila as required by Government Code § 36512, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

At the conclusion of item seven (7) Arturo Flores took and signed the oath of office and was appointed as the fifth member of the Huntington Park City Council.

END OF REGULAR AGENDA

PUBLIC HEARINGS

COMMUNITY DEVELOPMENT

8. CONSIDERATION AND APPROVAL OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

MOTION: Councilmember Macias moved to approve the Consolidated Annual Performance and Evaluation Report (CAPER), seconded by Vice Mayor Sanabria. 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

Each department director and the Chief of Police took the opportunity to welcome Councilmember Arturo Flores to the City Council.

Director of Parks and Recreation Cynthia Norzagaray shared that on September 21, 2022 a senior resource fair will be held at Huntington Park Community Center with the assistance of Supervisor Hahn's office from 10am to 2pm. She also shared that a cooking class will be held tomorrow September 21, 2022 at the farmers market at Salt Lake Park in conjunction with CLA. She closed by sharing that tomorrow September 21, 2022 a youth speed and agility training class in conjunction with UCLA and Exos.

Community Development Director Steve Forster shared that last Friday on September 16, 2022 the new home loan assistance program went live on the city website. This also includes the ability to secure home loan improvement program funding. He updated the Council on the city's housing element which is currently in the seven (7) day public comment period. He closed by updating that the city closed public comment period on September 18, 2022 for the Spanish version of the Environmental Justice Element and staff is preparing comments for the final draft for submittal to the City Council and the public.

Police Chief Cosme Lozano shared that October 5, 2022 is national Coffee with a Cop day and the Huntington Park Police department will be hosting an event that is tentatively scheduled to occur at the Starbucks on State St. and Slauson Ave.

Director of Communications Sergio Infanzon began by sharing a copy of the new minted city newsletter that will be going out monthly to Huntington Park residents. He also shared that on October 3, 2022 the city will have another spay and neuter clinic in conjunction with Dogtown Dog Rescue.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Arturo Flores expressed his gratitude and shared how it is an honor to work with and help this Council continue to lead the Huntington Park community. He also thanked his family and friends who were present and watching from home for their support. He then expressed his eagerness to work with staff and continue to provide the great services the Huntington Park community deserves.

Councilmember Ortiz welcomed Councilmember Flores and shared how she is looking forward to working with him. She then thanked staff for the hard work the last couple of years and closed by wishing everyone a good night.

Councilmember Macias echoed her colleague's comments regarding newly appointed Councilmember Arturo Flores. She also thanked staff for their hard work and closed by wishing everyone a good night.

Vice Mayor Sanabria echoed her colleague's comments regarding newly appointed Councilmember Arturo Flores. She also thanked Supervisor Hahn for sharing the senior

resources program with Huntington Park.

Mayor Martinez echoed his colleague's comments regarding newly appointed Councilmember Arturo Flores. He also recognized all applicants for their heart and compassion for the community. He encouraged all the applicants to continue their involvement and take advantage of the various opportunities to sit on a commission. Mayor Martinez then reminded everyone that a community cleanup will occur Saturday September 23, 2022 at 9:00am at Raul Perez Park. He concluded his comments by thanking staff for providing a safe and healthy space to hold our meetings.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 7:55 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday October 4, 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 Financng Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

City of Huntington Park
Demand Register
WR 10/04/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ABBA TERMITE & PEST CONTROL	51372	111-7065-441.61-20	BEE HIVE REMOVAL	195.00
				\$195.00
ADLERHORST INTERNATIONAL LLC	108815	111-7010-421.61-20	DOG FOOD FOR PD K-9	70.04
	108834	111-7010-421.61-20	DOG FOOD FOR PD K-9	140.08
	108845	111-7010-421.61-20	DOG ACCESSORIES FOR PD K-9	961.13
				\$1,171.25
ALADDIN LOCK & KEY SERVICE	32388	111-8024-421.43-10	MASTER LOCKS FOR PD	14.27
				\$14.27
ALL CITY MANAGEMENT SERVICES,INC	79444	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	11,321.12
				\$11,321.12
ALVAREZ-GLASMAN & COLVIN	2022-03-0520347	745-9031-413.52-30	SETTLEMENT PAYMENT	327.70
	2022-03-20345	745-9031-413.52-30	SETTLEMENT PAYMENT	623.85
	202202030405062	745-9031-413.52-30	SETTLEMENT PAYMENT	9,627.00
	202203040506072	745-9031-413.52-30	SETTLEMENT PAYMENT	5,480.70
	2022030620348	745-9031-413.52-30	SETTLEMENT PAYMENT	1,040.00
				\$17,099.25
AMAZON.COM SERVICES, INC.	13XH-RNJC-3HMN	111-6010-451.56-41	SERVICE FEE	197.35
	1QYJ-XV3K-9JKP	111-6010-451.61-25	OFFICE SUPPLIES	41.85
	1MJG-Q4RJ-9MFX	111-6060-466.33-20	BALLET SUPPLIES	187.20
	16H4-1JPT-G46C	111-6065-466.61-20	SENIOR SUPPLIES	60.00
	1Y3C-W9J7-C7PM	111-8020-431.61-20	BELT CLIP FOR PW STAFF	10.41
				\$496.81
AMERICAN FAMILY LIFE ASSURANCE	150461	111-0000-217.50-40	JULY CANCER INSURANCE	316.97
	523571	111-0000-217.50-40	AUGUST CANCER INSURANCE	316.97
	863659	111-0000-217.50-40	SEPTEMBER CANCER INSURANCE	316.97
				\$950.91
ANIMAL FRIENDS PET HOTEL	464170	111-7010-421.61-20	BOARDING& GROOMING K9 PD	226.00
	473048	111-7010-421.61-20	BOARDING GROOMING SVC PD	412.00
	473664	111-7010-421.61-20	BOARDING GROOMING SVC PD	240.00
	474454	111-7010-421.61-20	BOARDING GROOMING SVC PD	886.00
	477003	111-7010-421.61-20	BOARDING GROOMING PD	139.00
	477390	111-7010-421.61-20	BOARDING GROOMING SVC PD	357.00
				\$2,260.00
AT&T	18729972	111-7010-421.53-10	PD PHONE SERVICE DISPATCH	548.78
	9/5/22-10/4/22	121-7040-421.56-14	PD INMATE PHONE SERVICE	119.87
				\$668.65
AUTO ZONE	4075321002	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	369.34
	4075322129	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	716.63
	4075329360	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	42.56
	4075329457	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	325.22
	4075332727	741-8060-431.43-20	CAR PARTS FOR CITY VEHICLE	5.39
	4075336054	741-8060-431.43-20	CAR PARTS FOR PW UNIT	44.42
	4075338650	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	91.21
	4075338908	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	108.88

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AUTO ZONE	4075338911	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	14.31
				\$1,717.96
AY NURSERY INC.	119579	535-8090-452.61-20	PURCHASE OF TREES	652.50
				\$652.50
BRIZUELA'S IRON WORK	108	111-8020-431.43-10	REPLACEMENT STAIR PARK	1,971.00
				\$1,971.00
BROWNELLS INC	2022410420401	111-7022-421.61-24	AMMUNITION SUPPLIES	248.06
				\$248.06
CALIFORNIA FRAME & AXLE	69998	741-8060-431.43-20	CAR PARTS FOR PW UNIT	85.00
				\$85.00
CAMERINA ACOSTA AVILA	9262022	111-9050-451.56-10	MAY JULY AUG SEPT	800.00
				\$800.00
CANNON CORPORATION	81824	111-8010-431.76-12	CONSTRUCTION MANAGEMENT	6,233.24
	81664	681-8030-461.43-30	WATER ENGINEERING AUG	6,666.00
				\$12,899.24
CENTRAL BASIN MWD	HP-AUG22	681-8030-461.41-00	IMPORTER WATER AUGUST 2022	147,166.66
				\$147,166.66
CENTRAL FORD	13887	219-8085-431.43-21	CAR PARTS FOR PW SHUTTLE	5,761.22
	13822	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	231.19
	13826	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,150.88
	13929	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	461.86
	13980	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	145.35
	14035	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	60.28
	14079	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	120.57
	14101	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	62.49
	14125	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	148.79
	14126	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	107.89
	14225	741-8060-431.43-20	CAR PARTS FOR PD UNIT	201.32
	14268	741-8060-431.43-20	CAR PARTS FOR PD UNIT	330.44
				\$8,782.28
CHARTER COMMUNICATIONS	0467069090722	111-7010-421.53-10	FIBER INTERNET POLICE	1,650.00
	0511379091322	111-7010-421.53-10	INTERNET CLOUD BACKUP PD	159.98
				\$1,809.98
CINDI CAYAX	2125	111-6065-451.57-46	ZUMBA CLASSES SENIORS	630.00
				\$630.00
CONCENTRA MEDICAL CENTERS	76494440	111-2030-413.56-41	PRE EMPLOYMENT PHYSICAL	1,465.00
	76563454	111-2030-413.56-41	PRE EMPLOYMENT PHYSICAL	768.00
	76635637	111-2030-413.56-41	PRE EMPLOYMENT PHYSICAL	1,928.00
				\$4,161.00
CR&R INCORPORATED	000135474	111-8027-431.56-59	WASTE RECYCLING SVC SEPT	16,680.00
				\$16,680.00
DAPEER, ROSENBLIT & LITVAK	20529	111-0220-411.32-70	GENERAL CODE ENFORCEMENT	450.00
				\$450.00

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DELTA DENTAL	BE005152106	111-0000-217.50-20	DELTA CARE MONTH OCTOBER	8,062.24
				\$8,062.24
DELTA DENTAL INSURANCE COMPANY	BE005149733	111-0000-217.50-20	DELTA CARE PMI OCTOBER	2,157.28
				\$2,157.28
DEPARTMENT OF JUSTICE	601476	111-7030-421.56-41	FINGERPRINTS APP	774.00
				\$774.00
DUNN EDWARDS CORPORATION	2009345561	111-8022-419.43-10	PAINT FOR COUNCIL OFFICE	66.84
	2009345556	111-8024-421.43-10	PAINT FOR PD LOBBY	560.53
				\$627.37
EL GRANERO GRILL, INC.	07222022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,128.00
	07262022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,128.00
	07292022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,128.00
	08032022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,128.00
	08052022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,128.00
	08102022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,116.00
	08122022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,116.00
	08172022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,116.00
	08192022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,116.00
	08242022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,116.00
	08262022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,116.00
	08312022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,116.00
	09022022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,116.00
				\$14,568.00
EXPRESS TRANSPORTATION SERVICES LLC	DAR09012022	219-8085-431.56-45	HP DIAL A RIDE SVC SEPT	69,183.33
				\$69,183.33
FM THOMAS AIR CONDITIONING INC	44366	111-8022-419.43-10	REPAIRS TO AC UNITS AT PD	272.50
	44366	111-8024-421.43-10	REPAIRS TO AC UNITS AT PD	272.50
				\$545.00
GEORGE CHEVROLET	120195	741-8060-431.43-20	CAR PARTS FOR PW UNIT	574.74
	120519	741-8060-431.43-20	CAR PARTS FOR PW UNIT	172.56
	121232CVW	741-8060-431.43-20	CAR PARTS FOR PW UNIT	626.43
				\$1,373.73
GEOSYNTEC CONSULTANTS, INC.	483317	111-5010-419.56-49	PROFESSIONAL SVC 8/28/22	1,103.65
				\$1,103.65
GIGIS HOLLYDALE APPLIANCE	60455	111-8024-421.43-10	SC UNIT MOTOR FOR PD	225.00
				\$225.00
GLOBAL URBAN STRATEGIES, INC.	224	111-5055-419.56-41	VIRTUAL MEETINGS& PROGRAM	7,825.00
				\$7,825.00
H.P. TEST ONLY	22309	741-8060-431.43-20	SMOG CHECK FOR PD UNIT	35.00
				\$35.00
HASA, INC.	847706	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	441.63
	847709	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	431.47
	847711	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	285.76
	849643	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	366.09

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HASA, INC.	849644	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	311.74
	849645	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	259.78
				\$2,096.47
IBE DIGITAL	446071	111-9010-419.44-10	BLACK TONER	18.07
				\$18.07
J316 BUILDER	1-AUGUST2022	111-7024-421.56-41	JANITORIAL SUPPLY AUGUST	624.90
	2-AUGUST2022	111-7024-421.56-41	JANITORIAL SERVICE AUGUST	3,700.84
	1-AUGUST2022	111-8020-431.56-41	JANITORIAL SUPPLY AUGUST	374.94
	2-AUGUST2022	111-8020-431.56-41	JANITORIAL SERVICE AUGUST	1,440.58
	1-AUGUST2022	111-8022-419.56-41	JANITORIAL SUPPLY AUGUST	833.20
	2-AUGUST2022	111-8022-419.56-41	JANITORIAL SERVICE AUGUST	4,305.23
	1-AUGUST2022	111-8023-451.56-41	JANITORIAL SUPPLY AUGUST	2,332.96
	2-AUGUST2022	111-8023-451.56-41	JANITORIAL SERVICE AUGUST	11,472.56
JERRY'S AUTO BODY, INC.	32600	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	989.73
				\$989.73
JOEL GORDILLO	JG202209	111-1010-411.56-41	FILM &BROADCAST MEETING	1,650.00
				\$1,650.00
JOHN A ORNELAS	08/23-9/21	111-0220-411.32-70	CONSULTANT FEES SVC FINANCE	8,700.00
				\$8,700.00
JTB SUPPLY COMPANY INC	110913	221-8014-429.61-20	LED LAMPS TRAFFIC SIGNAL	3,622.10
				\$3,622.10
JXTRA ENTERTAINMENT	015	111-6065-451.57-46	SENIOR DANCE	380.00
				\$380.00
KIMBALL MIDWEST	100283288	535-8016-431.61-45	ELECTRICAL SUPPLIES	387.65
	100284111	535-8016-431.61-45	ELECTRICAL SUPPLIES	131.03
				\$518.68
KONICA MINOLTA BUSINESS SOLUTIONS	282512166	111-6010-451.56-41	COPIER LEASE	241.40
				\$241.40
LA COUNTY SHERIFF'S DEPT	230252BL	121-7040-421.56-41	INMATE MEAL SERVICE	1,258.14
				\$1,258.14
LACMTA	HP08152022	219-8085-431.58-50	JULY POSITION SUMMARY	611.34
	HP09152022	219-8085-431.58-50	AUGUST POSITION SUMMARY	1,156.84
				\$1,768.18
LEGAL SHIELD	143713	111-0000-217.60-50	SEPT IDENTITY PROTECTION	28.90
				\$28.90
LENTZ LOCK AND KEY LLC	1419	111-7010-421.61-20	LOCKSMITH SVC KEY DUPLICATE	269.56
				\$269.56
LIEBERT CASSIDY WHITMORE	219118	111-2030-413.64-05	MEMBERSHIP FEE	100.00
				\$100.00
M GRIECO ENTERPRISES INC	114649B	111-9010-490.73-10	PURCHASE OF PD VEHICLE	43,817.00
	114649	741-8060-431.74-10	PURCHASE OF PD VEHICLE	39,744.00
	116450	741-8060-431.74-10	PURCHASE OF PD VEHICLE	39,744.00
				\$123,305.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MAINTEX	1003174-00	111-8095-431.61-50	VOLT BATTERIES SCRUBBER	1,527.28
				\$1,527.28
MANUEL PEINADO	HP010031152	111-0000-351.10-10	PARKING CITATION REFUND	60.00
				\$60.00
NORTH STAR LAND CARE	1601-380	535-8090-452.56-60	CONTRACTUAL SVCS JULY	25,920.00
	1601-395	535-8090-452.56-60	CONTRACTUAL SVCS AUG.	48,240.00
				\$74,160.00
O'REILLY AUTO PARTS	2959-200437	741-8060-431.43-20	CAR PARTS FOR PW TRUCKS	-52.31
	2959-200481	741-8060-431.43-20	CAR PARTS FOR PW UNIT	28.42
	2959-200495	741-8060-431.43-20	CAR PARTS FOR PD UNIT	155.80
	2959-202851	741-8060-431.43-20	CAR PARTS FOR PD UNIT	52.88
	2959-203350	741-8060-431.43-20	CAR PARTS FOR PW	223.65
	2959-203466	741-8060-431.43-20	CAR PARTS FOR PW	13.92
	2959-203962	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	43.88
	2959-203982	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	42.23
	2959-204267	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	24.24
	2959-204402	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	55.79
				\$588.50
OLIVAREZ MADRUGA, LLP	17995	745-9031-413.32-70	SETTLEMENT PAYMENT	7,800.00
	19509	745-9031-413.32-70	SETTLEMENT PAYMENT	1,475.00
	19986	745-9031-413.32-70	SETTLEMENT PAYMENT	701.80
	20425	745-9031-413.32-70	SETTLEMENT PAYMENT	90.00
				\$10,066.80
PARS	50979	111-9010-419.56-41	PARS ARS FEE 5/31	546.59
	51404	111-9010-419.56-41	PARS ARS FEE	468.55
	51039	216-3010-415.56-41	PARS REP FEE 5/31	2,533.54
	51465	216-3010-415.56-41	PARS REP SVC PERIOD 7/31	2,609.54
				\$6,158.22
PURCHASE POWER	800090000114260	111-7040-421.56-41	POSTAGE FEES	556.93
	80009003558108	111-9010-419.53-20	REFILL FOR POSTAGE SEPT	3,624.77
				\$4,181.70
PVP COMMUNICATIONS	131606	111-7022-421.61-29	SPEED SCANNER PD	95.00
				\$95.00
QDOXS	IN46069	111-8020-431.43-05	XEROX XOPIER CONTRACT	21.90
	IN46069	285-8050-432.43-05	XEROX XOPIER CONTRACT	21.90
	IN46069	681-8030-461.43-05	XEROX XOPIER CONTRACT	21.90
				\$65.70
RAUL ALVAREZ	09122022	111-0210-413.59-15	REIMBURSEMENT	98.66
				\$98.66
REFRIGERATION SUPPLIES DISTRIBUTOR	1593829-00	111-8023-451.43-10	AIR CONDITIONER PARK REC	237.26
	1594465-00	111-8023-451.43-10	CONTRACTOR COMM CENTER	365.57
				\$602.83
RESOURCE BUILDING MATERIALS	3442418	111-8010-431.61-20	ROCK BASE CONCRETE	1,024.65
				\$1,024.65

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
RIO HONDO COLLEGE	F22-37-ZHPK	111-7010-421.59-15	COURSE ENROLLMENT MATERIA	100.00
				\$100.00
SAFETY CENTER INCORPORATED	2997816591	111-0210-413.59-15	TRAFFIC CONTROL FLAGGING	2,290.00
	2998052846	111-0210-413.59-15	TRAFFIC CONTROL FLAGGING	2,140.00
				\$4,430.00
SERGIO INFANZON	34	111-0110-411.58-24	COMMUNITY EVENT	18.14
	35	111-0110-411.58-24	COMMUNITY EVENT	86.92
	36	111-0110-411.58-24	COMMUNITY EVENT	79.33
	37	111-0110-411.58-24	COMMUNITY EVENT	260.00
	46	111-0110-411.58-24	COMMUNITY EVENT	2,750.00
	26	111-0110-411.61-20	SUPPLIES	127.80
	27	111-0110-411.61-20	SUPPLIES	34.64
	10	111-0240-466.64-00	ICSC	60.98
	11	111-0240-466.64-00	ICSC	321.98
	12	111-0240-466.64-00	ICSC	21.66
	13	111-0240-466.64-00	ICSC	75.39
	14	111-0240-466.64-00	ICSC	61.40
	15	111-0240-466.64-00	ICSC	42.79
	16	111-0240-466.64-00	ICSC	45.00
	17	111-0240-466.64-00	ICSC	108.60
	18	111-0240-466.64-00	ICSC	199.54
	19	111-0240-466.64-00	ICSC	295.87
	33	111-0240-466.64-00	ICSC	60.98
	41	111-0310-413.56-42	MISCELLANEOUS EVENTS	5.29
	42	111-0310-413.56-42	MISCELLANEOUS EVENTS	45.58
	43	111-0310-413.56-42	MISCELLANEOUS EVENTS	32.75
	44	111-0310-413.56-42	MISCELLANEOUS EVENTS	56.19
	5	111-0310-413.56-42	MISCELLANEOUS EVENTS	94.07
	6	111-0310-413.56-42	MISCELLANEOUS EVENTS	86.97
	28	111-0310-413.61-20	COMMUNICATION SUPPLIES	187.93
	29	111-0310-413.61-20	COMMUNICATION SUPPLIES	378.90
	31	111-0310-413.61-20	COMMUNICATION SUPPLIES	23.46
	32	111-0310-413.61-20	COMMUNICATION SUPPLIES	78.85
	38	111-0310-413.61-20	COMMUNICATION SUPPLIES	341.76
	39	111-0310-413.61-20	COMMUNICATION SUPPLIES	85.97
	40	111-0310-413.61-20	COMMUNICATION SUPPLIES	771.68
	7	111-0310-413.61-20	COMMUNICATION SUPPLIES	83.15
	8	111-0310-413.61-20	COMMUNICATION SUPPLIES	295.66
	9	111-0310-413.61-20	COMMUNICATION SUPPLIES	66.02
	45	111-1010-411.61-25	CITY CLERK EQUIPMENT	131.24
	21	232-6010-466.55-56	STATE OF THE CITY	45.50
	22	232-6010-466.55-56	STATE OF THE CITY	48.48
	23	232-6010-466.55-56	STATE OF THE CITY	33.06

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SERGIO INFANZON	24	232-6010-466.55-56	STATE OF THE CITY	66.13
	25	232-6010-466.55-56	STATE OF THE CITY	140.79
	1	232-6010-466.55-57	ART WALK 2022	253.76
	2	232-6010-466.55-57	ART WALK 2022	190.34
	20	232-6010-466.55-57	ART WALK 2022	1,503.68
	3	232-6010-466.55-57	ART WALK 2022	550.00
	30	232-6010-466.55-57	ART WALK 2022	11.03
	4	232-6010-466.55-57	ART WALK 2022	514.00
	47	232-6010-466.55-57	ART WALK 2022	300.00
				\$11,073.26
SOUTHERN CALIFORNIA EDISON	8/5/22-9/5/22	111-7024-421.62-10	ELECTRICAL SVC POLICE DEPARTMENT	13,768.19
	8/17-9/15	111-8020-431.62-10	ELECTRICAL SVC 6900 BISSELL	3,076.65
	8/5/22-9/5/22	221-8014-429.62-10	ELECTRICAL SVC 55ST/PACIFIC	73.64
				\$16,918.48
STEAMX, LLC	63662	111-8095-431.61-50	PRESSURE WASHER TANK	1,362.98
				\$1,362.98
SUPERION, LLC	362677	111-9010-419.43-15	FINANCIAL SYSTEMS MONTHLY	13,532.61
				\$13,532.61
SUPERIOR COURT OF CALIFORNIA	008122022	111-7010-415.56-10	PARKING CITATION SURCHARGE	24,010.00
	07062022	111-7010-415.56-10	PARKING CITATION SURCHARGE	25,323.17
	09082022	111-7010-415.56-10	PARKING CITATION SURCHARGE	25,885.68
				\$75,218.85
T-MOBILE USA	7/21-8/20	111-5055-419.53-10	CODE ENFORCEMENT WORK PHONE	85.74
				\$85.74
TATIANA GARCIA	2000006.004	111-0000-347.50-00	CLASS REFUND	45.00
				\$45.00
TIME WARNER CABLE	106964801090122	111-7010-421.53-10	ICI SYSTEM JPA	703.55
				\$703.55
TRIANGLE SPORTS	41337	111-6030-451.61-35	BASEBALL SUPPLIES	758.84
	41338	111-6030-451.61-35	BASEBALL SUPPLIES	393.38
				\$1,152.22
VISION SERVICE PLAN-CA	816107924	111-0000-217.50-30	VISION SVC PLAN OCTOBER	3,647.90
	816107938	111-0000-217.50-30	MONTHLY VISION SVC OCTOBER	89.36
				\$3,737.26
WATER REPLENISHMENT DISTRICT OF	22-06-T22-016	681-8030-461.42-05	GROUNDWATER MONITOR PROGRAM	2,310.00
	W2A2066	681-8030-461.42-05	GROUNDWATER MONITOR PROGRAM	317.00
	W2B0734	681-8030-461.42-05	GROUNDWATER MONITOR PROGRAM	36.00
	W2C0570	681-8030-461.42-05	GROUNDWATER MONITOR PROGRAM	48.00
	W2E0670	681-8030-461.42-05	GROUNDWATER MONITOR PROGRAM	1,025.00
	W2E0841	681-8030-461.42-05	GROUNDWATER MONITOR PROGRAM	48.00

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WATER REPLENISHMENT DISTRICT OF	W2F1292	681-8030-461.42-05	GROUNDWATER MONITOR PROGRAM	48.00
				\$3,832.00
WEST & ASSOCIATES ENGINEERING, INC	1008.16.05-13	111-5010-419.56-41	STAFFING AUGMENTATION SVC	6,020.00
				\$6,020.00
WEST GOVERNMENT SERVICES	847051134	111-7030-421.56-41	SOFTWARE SUBS CHARGES	77.31
				\$77.31
WEX BANK	83552962	741-8060-431.62-30	FUEL PURCHASE DEPT	301.06
				\$301.06
XEROX FINANCIAL SERVICES	3452180	111-8020-431.43-05	LEASE PAYMENT FOR XEROX	59.99
	3452180	285-8050-432.43-05	LEASE PAYMENT FOR XEROX	59.98
	3452180	681-8030-461.43-05	LEASE PAYMENT FOR XEROX	59.99
				\$179.96
				\$746,141.60

ITEM NO. 3

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



October 4, 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 OF ASSIGNMENT OF JANITORIAL SERVICES CONTRACT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the assignment of J316 Builder's Janitorial Services professional services contract (PSA) to Coalition for Responsible Community Development (CRCD); and
2. Authorize the City Manager to execute the assignment of contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of October 15, 2018, the City Council awarded the janitorial services contract to J316 Builder. The terms of the contract were for one year. At the regularly scheduled City Council meeting of August 6, 2019, the City Council approved the First Amendment to Contract Services Agreement for Janitorial Services. The term of the First Amendment was from October 15, 2019 and is due to expire on October 15, 2023.

On September 19, 2022, the president of J316 Builder emailed staff requesting an assignment of their contract to Coalition for Responsible Community Development. The assignment of an existing contract starts with J316 Builder contacting the City and requesting to transfer their contractual obligations to CRCD. Staff confirms that the assignment of the contract is permissible and legally binding.

CRCD was founded in 2005. CRCD's overall approach is neighborhood-based community development. CRCD has a long-term commitment to improve the quality of life in South LA, with a focus on the Vernon-Central neighborhood. CRCD has meaningful ties to local residents, businesses, community-based organizations and other neighborhood institutions; a respect for local history; and a collaborative approach to supporting the community's vision for the future.

CONSIDERATION AND APPROVAL OF ASSIGNMENT OF JANITORIAL SERVICES CONTRACT

October 4, 2022

Page 2 of 2

Staff recommends assigning the PSA to CRCD until the contract expires on October 15, 2023. Before the contract expires, staff will seek authorization from the City Council to solicit proposals for this type of service.

LEGAL REQUIREMENT

An assignment of contract is a legal term that describes the process that occurs when an existing contract assignee wishes to transfer their contractual obligations to another party. When an assignment of contract happens, the original party is relieved of their contractual duties, and their role is replaced by the approved incoming party.

FISCAL IMPACT/FINANCING

There will not be any fiscal impacts due to the assignment of the janitorial services contract agreement to Coalition for Responsible Community Development. Contract terms will remain as is.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. Coalition for Responsible Community Development PSA

Attachment “A”



ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT JANITORIAL SERVICES CONTRACT (J316 BUILDER)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **4th of October 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Coalition for Responsible Community Development (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT 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, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all 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 **October 5, 2022 to October 15, 2023**. 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. CONSULTANT shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONSULTANT'S compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$306,048** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT'S charges are projected to exceed the Not-to-Exceed Fiscal Year Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT 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 CONSULTANT'S monthly compensation is a function of hours worked by CONSULTANT'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 CONSULTANT 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 CONSULTANT.

- 1.5 **ACCOUNTING RECORDS:** CONSULTANT 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 CONSULTANT.
- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT 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, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT 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 CONSULTANT'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the 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. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION:** CONSULTANT hereby designates **Mark Wilson** to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative 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 CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONSULTANT represents, acknowledges and agrees to the following:
 - A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT'S profession;

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT 'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT'S employees, agents, and SUB-CONSULTANT. Such effort by CONSULTANT 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 CONSULTANT or on CONSULTANT'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 CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT 'S profession.

2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT 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 CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT 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 CONSULTANT'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 CONSULTANT:** The Work shall be performed by CONSULTANT or under CONSULTANT'S strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT 'S

competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT'S officers, employees, agents, or SUB-CONSULTANT is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT'S officers, employees, agents, or SUBCONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT 'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONSULTANT, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONSULTANT STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT and SUB-CONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT 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 CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT 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, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
 - A. **Commercial General Liability Insurance:** CONSULTANT 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 CONSULTANT dual liability.

- B. Automobile Liability Insurance: CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT 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 CONSULTANT 'S insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT 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, CONSULTANT 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 CONSULTANT 'S commencement of any work or any of the Work. Upon CITY'S written request, CONSULTANT 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. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT 'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT 'S performance of 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 CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT 'S failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT 'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT'S, SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 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 CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT 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 CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT 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. CONSULTANT 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 CONSULTANT to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONSULTANT 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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 CONSULTANT 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 CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT'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) CONSULTANT'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 CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT'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 CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT'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 CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT'S performance under this Agreement pending CONSULTANT'S cure of any Event of Default by giving CONSULTANT written notice of CITY'S intent to suspend CONSULTANT'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, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT 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 CONSULTANT, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, 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 CONSULTANT 'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONSULTANT 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, CONSULTANT 'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT 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 CONSULTANT 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. CONSULTANT shall require all SUB-CONSULTANT S working on behalf of CONSULTANT 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 CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT

nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT 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:

CONSULTANT:

Coalition for Responsible Community Development
Mark Wilson, President & CEO
3101 S. Grand Avenue
Los Angeles, CA 90007
Office: (213) 743-6193
Email: info@coalitionrcd.org

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:** CONSULTANT shall not SUB-CONSULTANT any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONSULTANT S (including without limitation SUB-CONSULTANT S with Sub-CONSULTANT '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 CONSULTANT:** CITY reserves the right to employ other CONSULTANT in connection with the various projects worked upon by CONSULTANT.

6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT 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 CONSULTANT, 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, limit, 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 CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 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 CONSULTANT 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:

By: Ricardo Reyes
City Manager

Date: _____

**COALITION FOR RESPONSIBLE
COMMUNITY DEVELOPMENT:**

By: Mark Wilson
President & CEO

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

COALITION FOR RESPONSIBLE COMMUNITY DEVELOPMENT



City Clerk's Office

September 19, 2019

VIA MAIL

J316 Builder
Attn: Christian Zarate
8332 Enramada Avenue
Whittier, CA 90605

RE: First Amendment to Contract Services Agreement for Janitorial Services

Dear Mr. Zarate:

The City Council of the City of Huntington Park on August 6, 2019, at a Regular City Council Meeting approved the First Amendment to Contract Services Agreement for Janitorial Services.

Enclosed is a fully executed agreement for your files.

If you have any questions you may contact me at the number listed below.

Sincerely,

A handwritten signature in black ink that reads "Susan Crum".

Susan Crum
Acting Sr. Deputy City Clerk

Enclosure(s)

Cc: Daniel Hernandez, Director of Public Works



FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of August 20, 2019 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and J316 Builder. (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. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, Contractor was retained to provide Janitorial services for the City;

WHEREAS, on or about October 15, 2018, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Janitorial Services Agreement) (hereinafter, the "Master Agreement") which is attached hereto as Exhibit "A";

WHEREAS, the Master Agreement provides that the initial term would be for one (1) year, with the option of two (2) one (1) year extensions. The option to extend may be exercised in the CITY's sole discretion by providing written notice of its intent to extend the Master Agreement; and

WHEREAS, the Parties desire to amend the Master Agreement by modifying the term and compensation of the Master Agreement; and

WHEREAS, Section 6.13 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

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

1. **Term**. Section 1.2 of the Master Agreement is hereby amended to be replaced with the following:

"The term of this Agreement shall commence on October 15, 2019 and expires on October 15, 2023. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate the Master Agreement at any

time for convenience or for cause."

2. Compensation. Section 1.3 of the Master Agreement is hereby amended to be replaced with the following:

"A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B entitled Schedule of Values.

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$306,048.16. \$251,048.16 of the budget shall pay for services while \$50,000 of the budget shall pay for refillable supplies with an allowable 10% mark-up; total compensation of supplies shall not exceed \$50,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement."

3. Termination. Section V of the Master Agreement is hereby amended to be replaced with the following:

"5.1 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.

5.2 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether or

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.

5.3 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."

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

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

CITY OF HUNTINGTON PARK:

By: 

Ricardo Reyes
City Manager

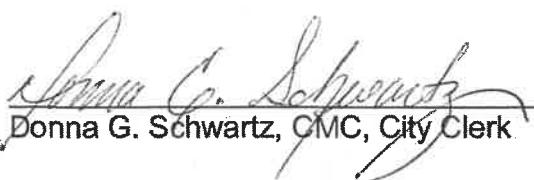
J316 BUILDER:

By: 

Name: Christian Zavala

Title: President

ATTEST:


Donna G. Schwartz, CMC, City Clerk

APPROVED AS TO FORM:

By: 

EXHIBIT "A"



(Janitorial Services)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **October 15, 2018**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and J316 Builder (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 an

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, 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. CITY shall reimburse CONTRACTOR for all refilling supplies such as: hand towels, dispenser soap, toilet paper, disposable toilet seat covers, napkins, etc. which shall be included in detail within the monthly invoice provided to the CITY for payment. 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 have a term of one (1) year commencing on October 15, 2018. Upon the conclusion of the term, this agreement may be renewed by City Manager or City Council approval for a maximum of a two (2) years extension of term.

1.3 **COMPENSATION:**

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of one year of this Agreement or any extension per year shall not exceed the budgeted aggregate sum of \$251,048.16 per year (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Manager. City Manager shall have the authority to approve increases above the "Not-to-Exceed Sum" up to and not to exceed ten (10) percent of the annual "Not-to-Exceed Sum" of this Agreement. CONTRACTOR must first receive approval from the City Manager of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other 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 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 Manager shall be the chief CITY Representative and may designate a representative to act on behalf of the CITY for all purposes under this Agreement.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
 - A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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

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

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.

2.5 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.

- 2.6 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 **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.
- 2.8 **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 contract 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 contractual liability.
- B. **Automobile Liability Insurance:** CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance / Employer's Liability Insurance:** Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the contractor is stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver form must be signed.

3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The Entity, its officers,

officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

- 3.3 **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.
- 3.4 **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.

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 one-hundred and twenty (120) 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:

J316 Builder
Christian Zarate
8332 Enramada Ave
Whittier, CA 90605
(323) 638-7420

CITY:

City of Huntington Park
Attn: Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) 584-6274

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 subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY.

6.7 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.8 **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.

6.9 **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.

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

6.11 **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.

6.12 **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.

6.13 **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.

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

6.15 **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.

6.16 **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.

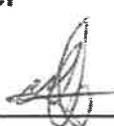
6.17 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity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

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

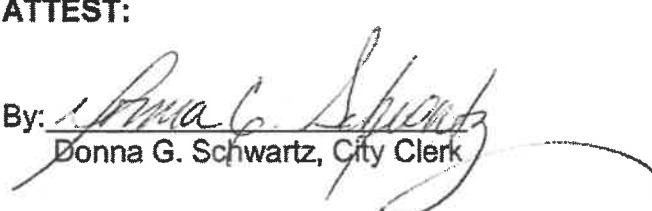
CITY OF HUNTINGTON PARK:

By: 
Ricardo Reyes
City Manager

J316 Builder

By: 
Name: Christian Zavate
Title: CEO

ATTEST:

By: 
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

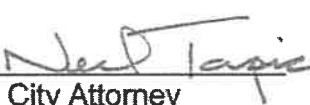
By: 
Asst. City Attorney

Exhibit "B"
SCHEDULE OF VALUES
J316 BUILDER

COST

Facility	Address	Monthly Cost	Annual Cost
City Hall Building Services	6550 Miles Ave. Huntington Park, CA 90255	\$ 4,344.72	\$ 52,136.64
Keller Park Restrooms	6550 Miles Ave. Huntington Park, CA 90255	\$ 1,042.00	\$ 12,504.00
Huntington Park Police Department - Annex Building NOT Included	6542 Miles Ave. Huntington Park, CA 90255	\$ 3,700.84	\$ 44,410.08
Raul Perez Memorial Park	6208 S. Alameda St. Huntington Park, CA 90255	\$ 2,122.56	\$ 25,470.72
Community Center- Senior Citizen Park	6925 Salt Lake Ave. Huntington Park, CA 90255	\$ 1,820.00	\$ 21,840.00
Salt Lake Park- Rec Center- Municipal Building	3401 E. Florence Ave. Huntington Park, CA 90255	\$ 5,104.00	\$ 61,248.00
Freedom Park	3801 E. 61st Street. Huntington Park, CA 90255	\$ 1,386.00	\$ 16,632.00
Public Works- City Yard	6900 Bissell St. Huntington Park, CA 90255	\$ 1,400.56	\$ 16,806.72
		Total	\$ 20,920.68
			\$ 251,048.16

* Janitorial cleaning supplies are included in the total cost.

* CITY shall reimburse CONTRACTOR for all refilling supplies such as: hand towels, dispenser soap, toilet paper, disposable toilet seat covers, napkins, etc.

Submitted by: J316 Builder

Address: 8332 Enramada Ave Whittier CA, 90605

Signature: _____

Date: _____

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 4, 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 A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ARBORICULTURIST SERVICES TO UPDATE THE URBAN TREE INVENTORY

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a professional services agreement (PSA) to ArborPro Urban Forest Management for a not-to-exceed fee of \$34,540 payable from Account No. 111-8091-434.56-41 (grant reimbursable) to provide arboriculturist services to update the urban tree inventory;
2. Authorize the remaining not-to-exceed project budget of \$7,960 (grant reimbursable) as program contingency for incidentals and additional work; and
3. Authorize the City Manager to execute the PSA and approve all change orders.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the August 16, 2022 City Council meeting, the City Council authorized staff to publish a Request for Proposal (RFP) to obtain professional services from certified tree arborists to assist in updating the urban tree inventory. On August 19, 2022, the City Clerk's Office published the Request for Proposal (RFP) in the local newspaper of general circulation and Public Works' 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.

The City solicited proposals from qualified firms and the date to submit proposals was September 14, 2022. The City received five proposals and the following are the rankings based on the review and scoring.

1. ArborPro Urban Forest Management: \$32,040 + \$125/hr arborist
 - o Within budget. Inventory system appears sufficient, but is limited to software access for 1-year.

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ARBORICULTURIST SERVICES TO UPDATE THE URBAN TREE INVENTORY

October 4, 2022

Page 2 of 3

2. West Coast Arborist, Inc.: \$37,500 + \$175/hr arborist
 - o Within budget. Good inventory system based on experience.
3. North Star Landcare: \$40,000 + \$125/hr arborist
 - o Did not provide per tree price but is within budget. Inventory system appears adequate. The contractor has the benefit of being the City's existing tree care maintenance contractor.
4. Mariposa Tree Management, Inc.: \$48,750 + \$125/hr arborist
 - o Mariposa - Within budget. Did not provide a description of the inventory system or process.
5. Lidar America:
 - o *Proposal was not for a physical inventory as described in 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 ArborPro Urban Forest Management.

LEGAL REQUIREMENT

CAL FIRE shall review it for conformance with the California Urban Forestry Act of 1978 (Public Resource Code 4799.06 to 4799.12), The California Code of Regulations (Title 14, Division 1.5, Chapter 9.7), and this Procedural Guide.

Project Performance Period is from April 8, 2022 through March 30, 2025. Under the terms and conditions of this Grant Agreement, the City agrees to complete the project as described in the project description, and the State of California, acting through the CalFire, agrees to fund the project up to the total state grant amount of \$307,730. The City plans to create an Urban Forest Management Project by conducting a tree inventory data collection on 8,000 sites and canopy cover assessment.

FISCAL IMPACT/FINANCING

The CalFire grant allocated \$40,000 towards the tree inventory and \$2,500 towards the use of a professional tree arborist. Staff recommends awarding the PSA ArborPro Urban Forest Management for a not-to-exceed fee of \$34,540 payable from Account No. 111-8091-434.56-41 (grant reimbursable) to provide arboriculturist services to update the urban tree inventory. Additionally, allocate the remaining not-to-exceed project budget of \$7,960 (grant reimbursable) as program contingency for incidentals and additional work and authorize the City Manager to execute the PSA and approve all applicable change orders.

CONCLUSION

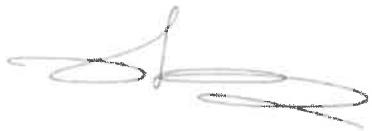
Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES
AGREEMENT TO PROVIDE ARBORICULTURIST SERVICES TO UPDATE THE
URBAN TREE INVENTORY**

October 4, 2022

Page 3 of 3



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. ArborPro Urban Forest Management PSA
2. Proposals

Attachment "A"



PROFESSIONAL SERVICES AGREEMENT PROVIDE ARBORICULTURIST SERVICES TO UPDATE THE URBAN TREE INVENTORY

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **4th of October 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and ArborPro Urban Forest Management (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT 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, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all 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 **October 5, 2022 to March 30, 2025**. This timeline is based on the CAL FIRE project performance period. It is the CONSULTANT'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONSULTANT'S compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$34,540** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT'S charges are projected to exceed the Not-to-Exceed Fiscal Year Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT 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 CONSULTANT'S monthly compensation is a function of hours worked by CONSULTANT'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 CONSULTANT 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 CONSULTANT.

- 1.5 **ACCOUNTING RECORDS:** CONSULTANT 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 CONSULTANT.
- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT 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, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT 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 CONSULTANT'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the 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. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION:** CONSULTANT hereby designates **Keith Hennig** to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative 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 CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONSULTANT represents, acknowledges and agrees to the following:

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT 'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT'S employees, agents, and SUB-CONSULTANT. Such effort by CONSULTANT 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 CONSULTANT or on CONSULTANT'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 CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT 'S profession.

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT 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 CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT 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 CONSULTANT'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 CONSULTANT:** The Work shall be performed by CONSULTANT or under CONSULTANT'S strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the

right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT'S officers, employees, agents, or SUB-CONSULTANT is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT'S officers, employees, agents, or SUBCONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONSULTANT, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONSULTANT STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT and SUB-CONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT 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 CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT 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, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
 - A. **Commercial General Liability Insurance:** CONSULTANT 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 CONSULTANT dual liability.

- B. Automobile Liability Insurance: CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT 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 CONSULTANT 'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT 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, CONSULTANT 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 CONSULTANT 'S commencement of any work or any of the Work.

Upon CITY'S written request, CONSULTANT 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. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT 'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT 'S performance of 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 CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT 'S failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT 'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT'S, SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 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 CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT 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 CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT 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. CONSULTANT 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 CONSULTANT to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONSULTANT 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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 CONSULTANT 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 CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT'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) CONSULTANT'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 CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT'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 CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT'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 CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT'S performance under this Agreement pending CONSULTANT'S cure of any Event of Default by giving CONSULTANT written notice of CITY'S intent to suspend CONSULTANT'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, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT 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 CONSULTANT, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, 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 CONSULTANT'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONSULTANT 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, CONSULTANT'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT 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 CONSULTANT 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. CONSULTANT shall require all SUB-CONSULTANT S working on behalf of CONSULTANT 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 CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT 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:

CONSULTANT:

ArborPro Urban Forest Management
Keith Hennig, President
22605 E. La Palma Ave, Suite 509
Yorba Linda, CA 92887
Office: (714) 694-1924
Email: khennig@arborprousa.com

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:** CONSULTANT shall not SUB-CONSULTANT any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONSULTANT S (including without limitation SUB-CONSULTANT S with Sub-CONSULTANT '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 CONSULTANT:** CITY reserves the right to employ other CONSULTANT in connection with the various projects worked upon by CONSULTANT.

6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT 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 CONSULTANT, 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, limit, 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 CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 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 CONSULTANT 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:

ArborPro Inc.:

By: Ricardo Reyes
City Manager

Date: _____

By: Keith Hennig
President

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

ArborPro Inc.

**TECHNICAL EXPERTISE FROM A CERTIFIED TREE
ARBORIST AND UPDATE THE URBAN TREE
INVENTORY**

HUNTINGTON PARK
THE CITY OF PERFECT BALANCE *California*



Submitted by:

ArborPro Inc.

22605 E. La Palma Ave, Suite 509
Yorba Linda, CA 92887
O: 714.694.1924
F: 714-694-1981
www.arborprousa.com



September 13, 2022

Cesar Roldan
Director of Public Works
City of Huntington Park
6550 Miles Avenue
Huntington Park CA 90255

Dear Cesar Roldan,

I submit herewith a proposal in response to your RFP, Technical Expertise From a Certified Tree Arborist and Update the Urban Tree Inventory. I have read, understood, and agreed to all statements in the request for proposal and acknowledge receipt of all addendum/amendments as well as to the terms, conditions, and attachments referenced.

My name is Keith Hennig, and I am the President of ArborPro, Inc. We are incorporated in California but also licensed to do business throughout the United States. Our home office is located in Yorba Linda, CA. Our address is 22605 La Palma Ave, Ste 509, Yorba Linda CA 92887, and our Tax ID Number is 30-0223853. Our phone number is 714-694-1924, and my direct email address is khennig@arborprousa.com. We would like you to consider ArborPro for your Tree Inventory and Urban Forest Management Plan project. We are prepared to conduct a comprehensive GPS-based Tree Inventory to assist the City of Huntington Park in proactively managing their urban forest.

We propose to send a team of our highly-educated ISA Certified Arborists to complete this project. The Team will collect the critical tree attributes accurately and efficiently using hand-held tablets and our proprietary GIS Tree Inventory Software, ArborPro. Our Project Manager, Ken Greby, will work with our Team and the City of Huntington Park to collect the tree inventory data accurately and provide technical support for the development of your Urban Forest Management Plan.

ArborPro's Team would like to be a partner with the City of Huntington Park for this project now and in the future, to support and educate the residents of this gorgeous area of the significance and benefits of their urban forest. We have the experience and resources to execute this project's scope with great integrity, and we easily commit to the contract objectives. It is evident your community appreciates the benefits of investing in their Urban Forest. At ArborPro, we share this same commitment, and we look forward to working with you.

Your consideration of my proposal is greatly appreciated.
Sincerely,



Keith Hennig
President

BACKGROUND

ArborPro has been in business since 2003, and we have been providing Municipalities, Universities, and other federal government agencies with tree inventories, hazardous tree assessments, and management plans for the last 19 years. We are a full-service Urban Forestry consulting company, with Urban Tree Inventory and Environmental Benefits reporting at our business's core. Our services include; GPS tree inventories with data integration, GIS-based management software solutions, Conservation Easement Assessments, Environmental Benefits Reporting, as well as Urban Forest Management Plans and iTree reporting using iTree Streets.

ArborPro, Inc. has completed numerous tree inventory projects funded through Cal Fire over the last five years, including the City of San Diego's tree inventory in 2017-2018. We are very aware of the expectations of Cal Fire with regards to data fields collected, tree inventory accuracy, software requirements, and the final reports required. Some of our clients include the Cities of San Diego, CA., Cupertino, CA., Manteca, CA., San Francisco, CA, and Los Angeles County. ArborPro has worked closely with these Cities to ensure the integrity of their datasets while integrating, merging or updating their data management systems. We have a current client list of over 375 satisfied customers nationwide, including 130 projects within the State of California.

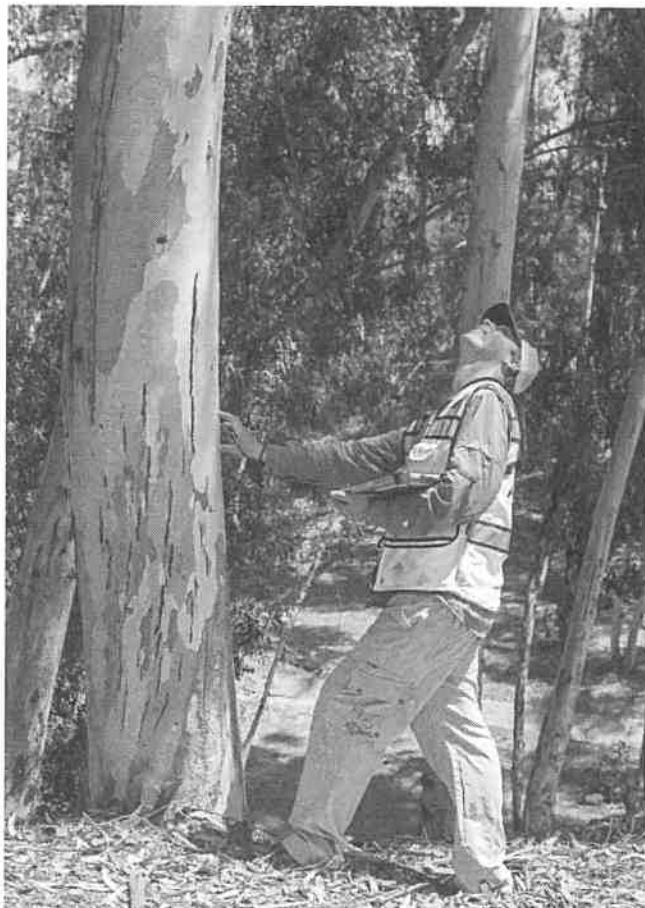
ArborPro's full-time professional arborists have years of experience working together as a team. We feel that this Team's expertise allows us to be more efficient and accurate in our data collection process, therefore, delivering a superior product before any deadline set forth. We currently employ 45 people, including 20 ISA Certified Arborists (10 of which are also TRAQ certified).

In addition to the field staff, our technical Team consists of Software Developers, IT Specialists, and GIS Analysts to support GIS consulting and development. GIS services range from simple map assembly to complex Urban Tree Canopy Assessments. The interdisciplinary mix of the ArborPro team rounds out our capabilities to satisfy all urban forest management demands, whether to aid in future planning with a long-term Urban Forest Management Plan, current management, or understanding past complications for potential opportunity development.

EXPERIENCE



ArborPro Inc. has completed over 375 tree inventories throughout the United States over the past nineteen years. Our projects have varied in size from 200 to 350,000 trees. ArborPro has recently been awarded three of the largest municipal tree inventory projects in the United States due to the RFP process in the last year. All of the tree inventories provided by ArborPro for the past nineteen years have included Level 2 Tree Risk Assessments. Below are the project details for some of these clients and references from jobs that we have completed.



PAST SIMILAR PROJECTS

Below is a list of recent Municipal ArborPro clients:

Relevant Municipality Experience	
City of San Francisco, CA	County of Los Angeles, CA
City of Malibu, CA	City of Vallejo, CA
City of Cupertino, CA	City of Livermore, CA
City of Milpitas, CA	City of Simi Valley, CA
City of Arvin, CA	City of Thousand Oaks, CA
City of Los Angeles, CA	City of Orange, CA
City of San Diego, CA	LAUSD
City of Santa Clarita, CA	City of Temecula, CA
City of Manteca, CA	City of San Marino, CA
City of Palm Springs, CA	County of Ventura, CA
City of Indian Wells, CA	City of Fountain Valley, CA
City of Lawndale, CA	City of Kansas City, MO
Village of Sleepy Hollow, NY	City of Port St Lucie, FL
City of Poughkeepsie, NY	City of University City, MO
City of Kingston, NY	City of Kirkwood, MO
Borough of Haddonfield, NJ	City of North Kansas City, MO
City of Hoboken, NJ	Village of Rockville Centre, NY
Borough of Madison, NJ	City of Flower Mound, TX
City of Alexandria, VA	City of Miami Springs, FL

PROPOSED PERSONNEL

ArborPro has full-time professional arborists that have years of experience working together as a team. We feel that this teamwork experience allows us to be more efficient and accurate in our data collection process, delivering a superior product before any deadline set forth. We also have the resources to increase the number of highly trained arborists if needed to meet any milestones, deadlines, or timelines. All data collectors will reside in the City of Huntington Park, California, for this project's duration.

OSCAR R CORVERA, GENERAL MANAGER

I.S.A. Certified Arborist No. WE8225AUM, Certified Municipal Arborist, Certified Utility Specialist, TRAQ Certified

Oscar R Corvera is a multi-talented professional with over 23 years of experience working in the Arboriculture, Vegetation Management, and Landscape Industries. He has expertise in operations management, strategy and business development, large scale mobilization/rapid response, utility vegetation management, leadership development, and strategic partnership creation.

Oscar has been certified by the International Society of Arboriculture as an Arborist for over 15 years with additional certifications as a Utility Arborist, Municipal Arborist, and a Tree Risk Assessor. Additionally, he has been a C.P.R./First Aid Instructor for over 20 years and certifications in his hobbies of Scuba Diving and maritime activities, which he is also certified as an instructor.

During Oscar's extensive career, he has worked with well over 300 public agencies, municipalities, and many commercial and private entities across the US. One of Oscar's largest projects to his credit is the Hurricane Katrina Clean Up and Recovery Efforts. For over two years, he was the Project Manager seeing it through completion of the initial stages of Clean Up and Assessment for Rebuild. During that project, he oversaw over 500 contractors working on various tasks and assignments through the City, directly managing over 150 field supervisors and managers.



San Francisco, CA

Manteca, CA

San Diego, CA

San Francisco State University

Cupertino, CA

East Palo Alto, CA

Milpitas, CA

Los Angeles City, DPW.

KEN GREBY – PROJECT MANAGER

ISA Certified Arborist, Species Specialist & Data Collector, ISA CERT # WC 0550



Mr. Greby has been involved with plants and trees for his entire working life. He graduated in 1987 from California Polytechnic University, Pomona with a BS in Horticulture, and a minor in Botany. Mr. Greby has been a certified arborist since 1998 and has worked on over 50 university inventories in addition to municipal and military installations. Mr. Greby volunteers much of his time at Arboretums, conducting instructional classes for city personnel as well as residents on tree ID and tree care. Mr. Greby is the company's species specialist. His primary role in this project will be the Project Manager.

His tree inventory experience includes, but is not limited to:

Los Angeles County, CA
Oakley, CA
San Francisco, CA
San Diego, CA
Cupertino, CA

Thousand Oaks, CA
East Palo Alto, CA
Manteca, CA
New Orleans, LA
Orange, CA

RICHARD SULLEY – DATA COLLECTOR

ISA Certified Arborist (CERT# NY-6548A), ISA Certified Arborist

Richard Sulley was certified by the International Society of Arboriculture on April 1, 2021. He is also a Certified Consulting Urban Forester. Richard joined the ArborPro Team in June of 2018. He graduated from SUNY in December of 2014 with a BS in Ecology before getting his certification in Applied Environmental Science from Plattsburgh College in New York. Richard led the team that completed a tree inventory project for the Village of Rockville Centre, NY, consisting of the collection of over 8,736 tree sites; he also worked on the team in the final stages of the County of Los Angeles tree inventory project.



Richard Sulley's tree inventory experience includes, but is not limited to:

San Francisco, CA
San Diego, CA
Cupertino, CA
Milpitas, CA
Walla Walla, WA

Manteca, CA
Temecula, CA
East Palo Alto, CA
Los Angeles County, CA
New Orleans, LA

SCOTT ECKERSALL - GIS, DEVELOPER & PRODUCT MANAGER

Scott Eckersall earned a BS degree in Civil Engineering from California State University, Los Angeles. He has been with ArborPro Inc. for over fifteen years and has developed ArborPro and ArborPro Enterprise, our cloud-based inventory software. Before ArborPro, he served as Product Manager and lead software developer for Digital Map Products for three years, where he designed CityGIS.com. Moreover, he worked at Psomas for one year, where he developed a variety of GIS applications, including an ArcGIS-based Automated Pollutant Loading Model for Los Angeles City. Scott continues to update and improve ArborPro's software by implementing suggestions and ideas from clients that use the program daily.



AMY MORGAN – GIS, PROFESSIONAL/SOFTWARE TECHNICAL SUPPORT



Amy Morgan is an experienced and dedicated GIS professional. Graduating with honors from California State University, Fullerton, with a Geography major and Earth Science minor, Amy's educational background prepared her for her role at ArborPro. She has completed complex research projects utilizing ESRI's mapping software and particularly excels in geospatial analysis, geoprocessing, and mapping. Recent projects Amy completed include Drought Related Tree Mortality in the Sierra National Forest, Water Quality Analysis in the Santa Ana Watershed, and The Environmental Impact of Hydraulic Fracturing. Amy previously worked for Catalina Island Company as the

website administrator. In her role at the Island Company, she primarily worked with developers on UX and UI changes to improve the end user's experience;

REFERENCES

ArborPro, Inc., a full-service Urban Forestry consulting company, with Urban Tree Inventory and Environmental Benefits reporting at the core of our business. Our services include; GPS tree inventories, GIS-based management software solutions, Conservation Easement Assessments, Environmental Benefits Reporting, as well as Urban Forest Management Plans and iTree reporting using iTree Streets and iTree ECO. Some of our clients include the Cities of San Diego, CA, Malibu, CA, Los Angeles County, Cupertino, CA, Manteca, CA., and San Francisco, CA. We have a current client list of over 375 satisfied customers nationwide, including 130 projects within the State of California.

COUNTY OF LOS ANGELES

On January 18, 2018, ArborPro, Inc. began a comprehensive tree inventory for the County of Los Angeles. Our Team was tasked with inventorying every tree that resides in the County of Los Angeles right of way. Over the course of the project, ArborPro listed **207,173 tree sites**. During the inventory, ArborPro uploaded the data to the ArborPro Enterprise program every Monday so that the County of LA team could utilize the data in real-time. We provided the data to the County in a Geodatabase and **integrated** the dataset into the County's ESRI ArcGIS system. ArborPro has continued to provide tree inventory services for the County of Los Angeles and recently delivered an updated dataset in **May 2021**. Data collectors involved in this project included Jeff Davidson, Wendy Wang, and Rich Sulley. This project was funded through a **Cal-Fire Grant**.



Nathan Birdwell
Department of Public Works – Urban Forestry
900 Fremont Ave
Alhambra, CA 91803
(626) 458-4195
NBIRDWEL@dpw.lacounty.gov

CITY OF SAN DIEGO, CA

ArborPro, Inc. began operations on a comprehensive inventory of the trees for the City of San Diego in the Fall of 2017. The ArborPro team, lead by William Brown, performed a detailed tree assessment of **100,668 tree sites**. This project was funded by **Cal Fire's Urban Forestry Grant program**. The data collected included the location, health, size, species, maintenance recommendations, etc., for all the trees within the City right-of-way. All the data collected was given to the City in an Excel™ database and ESRI® shapefiles and then **integrated** into the City's GIS program. ArborPro completed the inventory for the City of San Diego in July of 2018.



Brian Widener
City Forester
2781 Caminito Chollas
San Diego, CA 92105
619-527-8050
bwidener@sandiego.gov

CITY OF CUPERTINO

On October 11, 2018 ArborPro, Inc. began operations on a comprehensive GPS inventory of the trees along street rights-of-way (ROW) and in public parks and facilities in the City of Cupertino. ArborPro assigned two Arborists to collect detailed information on the condition, size, species, maintenance recommendations, etc. for all trees managed and maintained by the City of Cupertino. A total of 22,081 sites, comprised of 19,799 trees (89.7%), 199 stumps (0.9%), 1,295 proposed vacant sites (5.9%), and 788 unsuitable planting sites(3.6%) were updated or added over the course of the inventory. ArborPro worked with the City to **integrate** the new inventory into CityWorks.



Andy Badal
Asset Management Technician
10300 Torre Avenue
Cupertino CA 95014
Andy@cupertino.org
408-777-1354

ARBORPRO TREE MANAGEMENT SOFTWARE

ArborPro Inventory Data Collectors will record the required tree attributes onto our proprietary ArborPro software suite, which utilizes the latest in GIS (Geographic Information System) technology to offer users an immediate visual representation of any tree. The ArborPro software program can be reviewed at www.arborprousa.com, or a personalized software demonstration is available upon request. We offer to provide the City of Huntington Park with unlimited licenses of ArborPro Enterprise at **no cost for one year**.

Ease of Use

Our Team of Certified Arborists and GIS professionals created the ArborPro Software Suite, incorporating inputs from both field collectors and office managers. The result is a comprehensive, easy-to-use yet powerful GIS tree inventory program that assists our clients in effectively managing the Urban Forests. Due to its simplistic user interface, neither extensive training nor computer knowledge is required for ArborPro proficiency. Data can also be exported into an ESRI shapefile, thus allowing GIS personnel to analyze data in ArcGIS format.

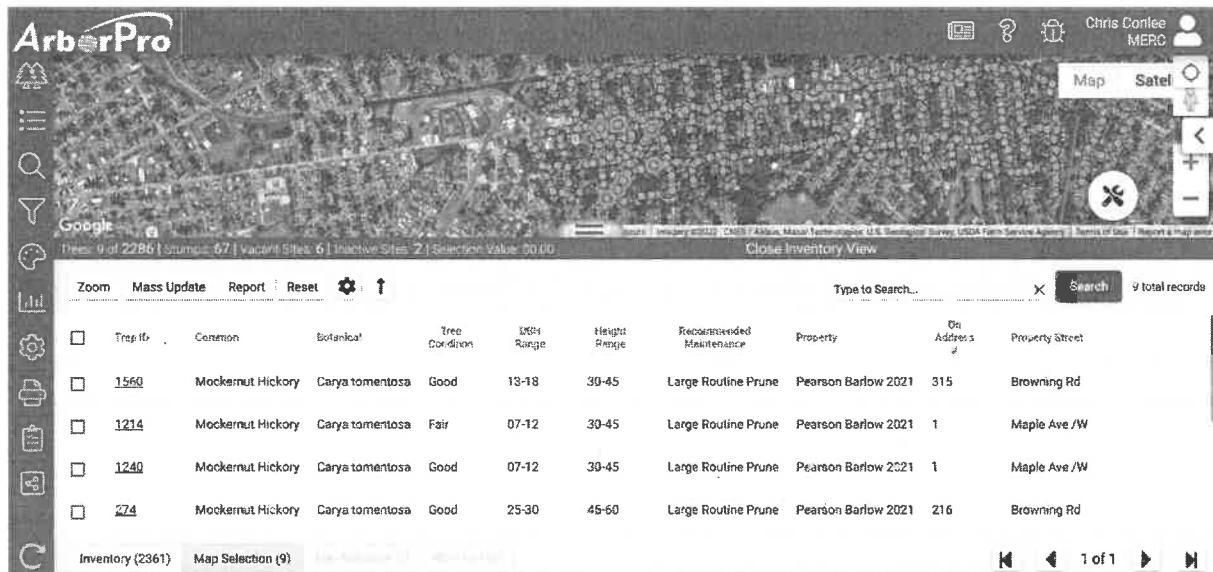
Map View – Integrated Mapping Component



Our mapping view provides the ability to view Full Extent, Zoom In, Zoom Out, Select Trees, Identify Trees, Create New Sites, Move Trees, Draw Polygons, Add Base Layers, and perform Spatial Queries. Utilizing the Select Tool, the user can select a grouping of trees to request detailed information or create a work order.

Database View

The database view from ArborPro is an easy, sortable datasheet. It provides an easy way to find an individual or group of trees in the database using location attributes. Double-clicking, an individual tree brings up the tree detail form.



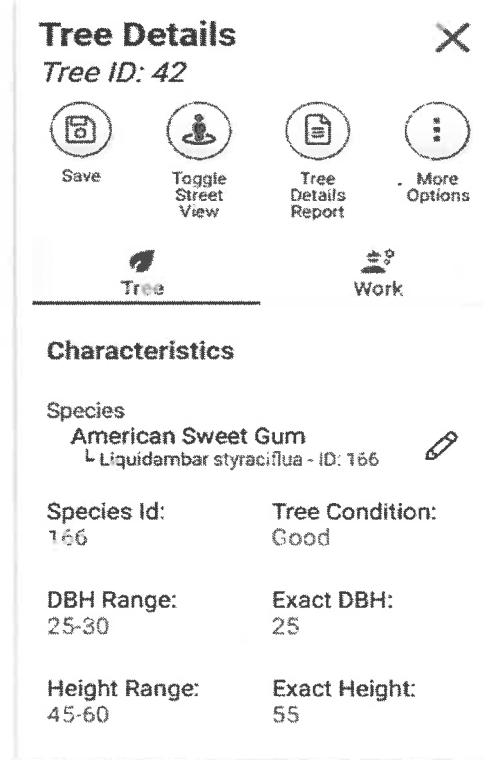
ArborPro Database View screenshot showing a list of 9 total records. The columns include Tree ID, Common Name, Botanical Name, Tree Condition, DBH Range, Height Range, Recommended Maintenance, Property, On Address, and Property Street. The list includes the following entries:

Tree ID	Common Name	Botanical Name	Tree Condition	DBH Range	Height Range	Recommended Maintenance	Property	On Address	Property Street
1560	Mockernut Hickory	Carya tomentosa	Good	13-18	30-45	Large Routine Prune	Pearson Barlow 2021	315	Browning Rd
1214	Mockernut Hickory	Carya tomentosa	Fair	07-12	30-45	Large Routine Prune	Pearson Barlow 2021	1	Maple Ave /W
1240	Mockernut Hickory	Carya tomentosa	Good	07-12	30-45	Large Routine Prune	Pearson Barlow 2021	1	Maple Ave /W
274	Mockernut Hickory	Carya tomentosa	Good	25-30	45-60	Large Routine Prune	Pearson Barlow 2021	216	Browning Rd

Tree Detail Form – Tree Sites

The Tree Detail form provides the tree's attribute information, representative photos of the species, and a link to street view (if available). Tree attribute details are customizable to fit client requests. Additional photos can be attached using a tablet or smartphone directly from the field. These photos can show damage and/or tree characteristics, for example, flower color. In more detail, any tree attributes unspecified by existing fields can be recorded in the notes section.

The Work History keeps a record of previous changes to each tree point. Contractor work order forms and various documents can also be attached. This chronological feature, along with a photo archive, can be helpful in asset valuation appraisals.



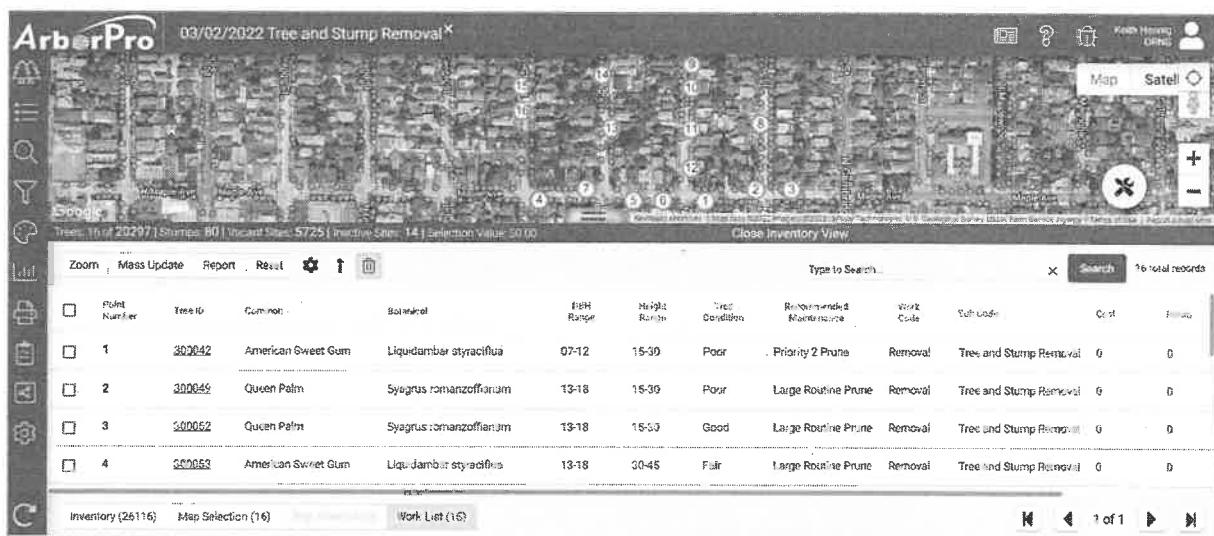
Tree Details
Tree ID: 42

Characteristics

Species	American Sweet Gum ↳ Liquidambar styraciflua - ID: 166
Species Id:	166
Tree Condition:	Good
DBH Range:	25-30
Exact DBH:	25
Height Range:	45-60
Exact Height:	55

Work Order Management – Work Manager

Our system was developed by Certified Arborists who understand the need for the field crews to have a straightforward work order and map to complete their field duties. ArborPro, Inc. created an easy-to-use work order system. The user can create a work order from the database selection. This work order is accessible to the City Crew or Contractor through any web-enabled device. Each location on the work order is assigned a work number, and the points on the map are assigned corresponding location numbers. Utilizing these corresponding numbers, the work crew can easily find the trees to perform their work tasks. This information is then updated in the software program so that all work history is entered in the program.

Point Number	Tree ID	Common Name	Botanical Name	DBH Range	Height Range	Tree Condition	Recommended Maintenance	Work Code	Soft Land	Cost	Bonus
1	300042	American Sweet Gum	Liquidambar styraciflua	07-12	15-30	Poor	Priority 2 Prune	Removal	Tree and Stump Removal	0	0
2	300049	Queen Palm	Syagrus romanzoffiana	13-18	15-30	Poor	Large Routine Prune	Removal	Tree and Stump Removal	0	0
3	300052	Queen Palm	Syagrus romanzoffiana	13-18	15-30	Good	Large Routine Prune	Removal	Tree and Stump Removal	0	0
4	300053	American Sweet Gum	Liquidambar styraciflua	13-18	30-45	Fair	Large Routine Prune	Removal	Tree and Stump Removal	0	0
Total: 76 total records											
Inventory (26116)		Map Selection (16)		Work List (16)							

Additional Features

Our system is the most comprehensive tree management program in the industry, below are just some additional features included in our standard system.

Google Street View	From any tree point, you can access the photo from Google Street View.
Photo Archive	Photos of individual trees can be added to any tree point, from smartphones, tablets, etc.
Community View	The City of Pasadena can allow the public to view the inventory through our Community Viewer option. The tree data cannot be updated, but the residents can view any limited data set that the City would like to share publicly.
Report Generator	ArborPro includes a comprehensive reporting function for detailed or summary reports. The data set can be viewed in a tabular (spreadsheet) view, or you can create a variety of charts and graphs.
Map Views	The dataset can be color-coded or categorized by any data attribute and printed. For example, the user can color code the points based on condition and print a detailed map of the dataset.
Queries	ArborPro has developed an easy-to-use but extremely powerful search tool for the database. Data can be searched spatially (using the map) or through a search of any combination of data fields to parse out the exact data set requested.



ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

ArborPro, Inc.
Company Name

9/13/2022

Date

Keith Hennig
Print Name


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: September 6, 2022

FEE PROPOSAL

Fees	Cost/Unit
Tree Inventory of all City-owned Trees based on 7,500 trees at per Tree Rate of \$4.45	\$32,040.00
Technical Support for Management Plan Hourly Rate Not to Exceed \$2,500.00	\$125.00
Training	\$0
ArborPro Software (1-year License)	\$0

Attachment "B"



Setting the Gold Standard

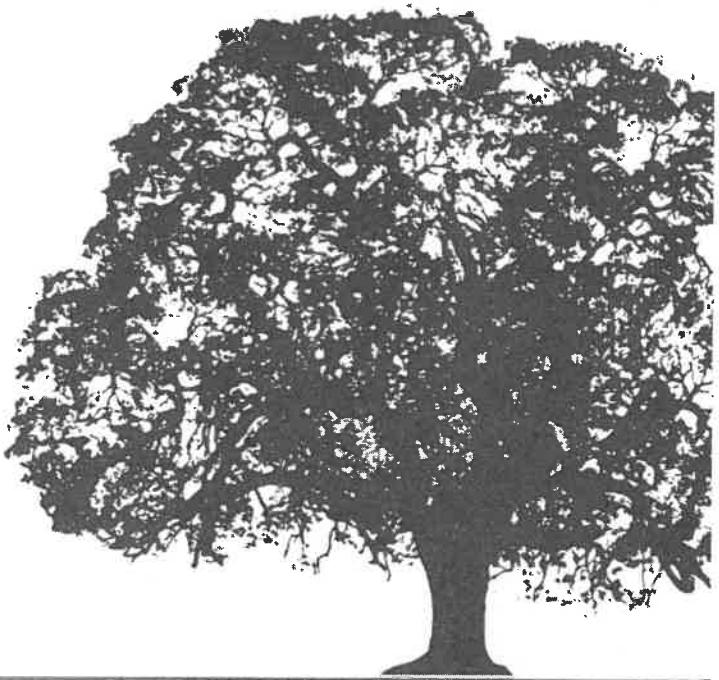
by partnering with over 300 communities

City of Huntington Park

RFP For Certified Tree Arborist and Update the Urban Tree Inventory

GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology



West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #1000000956



September 9, 2022

City of Huntington Park
City Clerk's Office
Attn: Cesar Roldan, Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

RE: RFQ: Citywide Tree Inventory Collection and Arborist Services
Due: Wednesday, September 14, 2022 at 2:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree inventory and Arborist services for the City of Huntington Park. WCA is a family-owned and operated company employing over 1,000 full-time employees providing various tasks to achieve one goal: serving communities who care about trees.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 50-year track record of working for more than 330 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31 (Traffic Control). We currently employ over 90 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 E. Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Tim Crothers, Plant Health Care Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 412-1980 or tcrothers@wcainc.com.

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,

Patrick Mahoney, President

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

COMPANY QUALIFICATIONS

COMPANY INFORMATION

President: Patrick Mahoney

Organization Type: Corporation

Established: 1972

Federal Tax ID: 95-3250682

DIR Registration: 1000000956

Members of Laborers' Union:
LiUNA!

CORPORATE OFFICE

2200 E. Via Burton St.

Anaheim, CA 92806

REGIONAL OFFICES

Fresno, CA

Indio, CA

Pinole, CA

Phoenix, AZ

Riverside, CA

Sacramento, CA

San Diego, CA

San Jose, CA

Stockton, CA

Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Tim Crothers, PHC Manager

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: tcrothers@wcainc.com

EMERGENCY RESPONSE 24/7

Company Introduction

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,100 full-time employees providing tree maintenance and management services. We are proudly serving over 330 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



95+ ISA
Certified Arborists



50 Years Experience
(Similar Size & Scope)



1,100+ Qualified
Employees



Accredited by TCIA



Local Office
(Ventura)



1500+ Pieces of
Equipment (Owned)

Corporate Capabilities

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest. Recent customers with completed tree inventory data collection, tree care, tree maintenance plans and arborist services include: **City of Camarillo, City of San Luis Obispo and City of Ventura.**

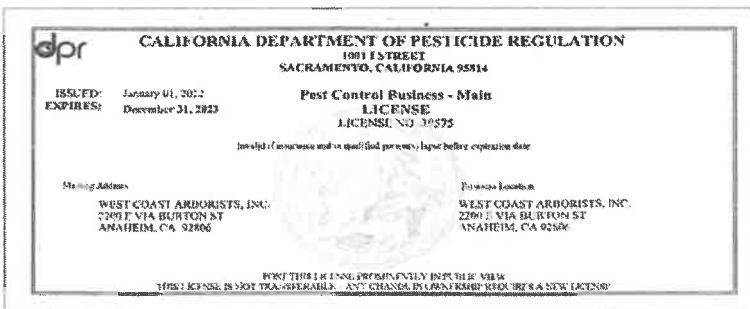
- In business continuously and actively since 1972
- Contractor's License # 366764, Class: C61/D49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by CBIC, an A+ rated company
- 1,100+ employees
- 330+ contracts with public agencies
- 95+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 18,500 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$10 million
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$150 million annually
- Fleet of approximately 1,500 pieces of equipment

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities | Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)



State of California Department of Industrial Relations		
Contractor Information	Registration History	
License Type: Main Legal Entity: DCA Legal Entity Type: Corporation State: CA Zip: 92806 Registration Number: 1700005942 Registration of Control Issue: 0 Control: 0 Registration Expiration Date: 06/30/2014 Billing Address: WEST COAST ARBORISTS, INC. 2290 E VIA BURTON ST ANAHEIM, CA 92806	Effective Date: 06/30/12 Expiration Date: 06/30/2014 06/30/13 06/30/14 06/30/15 06/30/16 06/30/17 06/30/18 06/30/19 06/30/20 06/30/21 06/30/22	
Business Address: WEST COAST ARBORISTS, INC. 2290 E VIA BURTON ST ANAHEIM, CA 92806		
Phone Number: 714-770-1744 Fax Number: 714-770-1744		



COMPANY PERSONNEL

Meet the Team: Project Team



TIM CROTHERS

Plant Health Care Manager

Mr. Crothers has over 20 years of experience working in the horticulture industry. He started working at WCA in 2012 as a Supervisor. He was quickly promoted to Area Manager, a role that required him to produce reports as a Certified Arborist as well as train staff and clients in proper tree care, inventory management, landscape design and plant identification. In his role as Plant Health Care Manager, Mr. Crothers supervises arborist services staff and plant health care operations throughout California and Arizona. He oversees the creation of Urban Forestry Master Plans (UFMPs) and is a Registered Consulting Arborist by the American Society of Consulting Arborists.

Mr. Crothers has overseen the creation of multiple Urban Forest Management Plans, the purpose of which is to act as a guide for municipal agencies to help manage their urban forest, for the present and the future. He has worked with cities to create a sound framework for the selection, use and maintenance of trees, ultimately providing them with better tools for planning and budgeting. His experience includes the creation of Urban Forest Management Plans for the City of Hawaiian Gardens and the City of Carlsbad. Most recently he completed an UFMP for the City of Santee in October 2021.

- B.S. Environmental Horticultural Science
- ISA Board Certified Master Arborist #WE-7655BUM
- CA Dept. Pesticide Regulation QAL #145321 B, D
- ISA Tree Risk Assessment
- Qualified & TLC Wildlife Aware



ANDREW PINEDA

GIS Analyst

Mr. Pineda has been with WCA since 2018 and is an ISA Certified Arborist. As WCA's only GIS Analyst, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He has worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data and works closely with office and field personnel to ensure tree inventories, reports, and analysis exceed customer expectations. Some of the recent tree inventories he has completed are the following: City of Fresno, City of Long Beach, City of Palm Desert, and the City of Hawaiian Gardens.

- M.S. Geographic Information Science (GIS), CSU Long Beach
- B.A. Environmental Science, Boston University
- ISA Certified Arborist #WE-12738A

Meet the Team: Support Staff



REBECCA MEJIA

Consulting Arborist

Rebecca has over 25 years' experience in the tree care industry. While her career started with the US Forest Service, she joined WCA as a Data Collector in 1995. Today, Rebecca's responsibilities as a Consulting Arborist include establishing GPS tree inventories, arborist report writing, tree risk assessments, aerial inspections, pre-construction planning and diagnosing tree disorders, in addition to tree appraisal reports; collecting soil and/or tissue samples as needed and interpreting the results. Over her career, Rebecca has completed over 1,000 arborist reports for various public agencies all over Southern California. She will be the main creator of the master plan once the data has been collected.

- ISA Certified Arborist WE-2355A
- B.S. Natural Resources Management with Minor in Urban Forestry, Cal Poly San Luis Obispo
- ISA Tree Risk Assessment Qualified



GONZALO REGALADO

Area Manager

Mr. Regalado has over 20 years' experience in the tree care industry as he joined WCA, Inc. in 2002. During his career, he has earned many promotions within the company; from Groundman to Tree Trimmer to Foreman to Supervisor and now as Area Manager. He has achieved necessary certifications and completes continued education units to maintain his credentials. As an Area Manager, he will be the Agency's main point of contact as he is responsible for providing customer service, estimating work, while managing field operations and crews throughout the Southeast Los Angeles region. His experience includes managing large contracts such as City of Bell, City of Pico Rivera, City of Santa Fe Springs, and the City of Whittier.

- ISA Certified Arborist/Tree Worker Climber Specialist #WE-9952AT
- TCIA Certified Treecare Safety Professional (CTSP) #03952
- ATSSA Traffic Control Technician #459653



DAIZY CASTRO

Customer Service Rep.

As the CSR (Customer Service Representative), Ms. Castro is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and its clients as well as the general public. Ms. Castro is responsible for responding to customer service inquiries and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.

1,000+
Employees

WCA & LiUNA!

WCA has forged a successful partnership with the Laborer's International Union of North America.

HIGHER
STANDARDS



EXEMPLARY
TRAINING



SUPERIOR
EMPLOYEES



11 offices with prestigious
Tree Care Industry Association
(TCIA) accreditation



ISA CERTIFIED

ISA Board Certified Master Arborists

Michael Palat	#WE-6541-BUM
Kelley Gilleran	#WE-7061-B
Tim Crothers	#WE-7655-BUM
Joseph Bartolo	#WE-2034-BU
Eugene Bordson	#WE-10777-BT

1
Certified
Urban
Forester

112
WCA Certified
Utility Line
Clearance Workers

18
ISA Certified
Utility
Specialists

50
ISA Certified
Treecare
Safety
Professionals

10
ISA Municipal
Specialists

1
Nursery in
Placentia &
Dedicated
Manager

6
Information
Technology
Specialists

75
Fleet
Mechanics

11
NCCCO
Certified
Crane
Operators

asca|RCA

2 ASCA Consulting Arborists

Tim Crothers RCA #721

Kelley Gilleran RCA #668

CALIFORNIA DEPARTMENT
OF PESTICIDE REGULATION



WCA has 95 staff members certified
through the Wildlife Aware and
Wildlife Training Institute.

1
Advisor

14
Applicators

95
Certified

Unique Capabilities

Plant Health Care



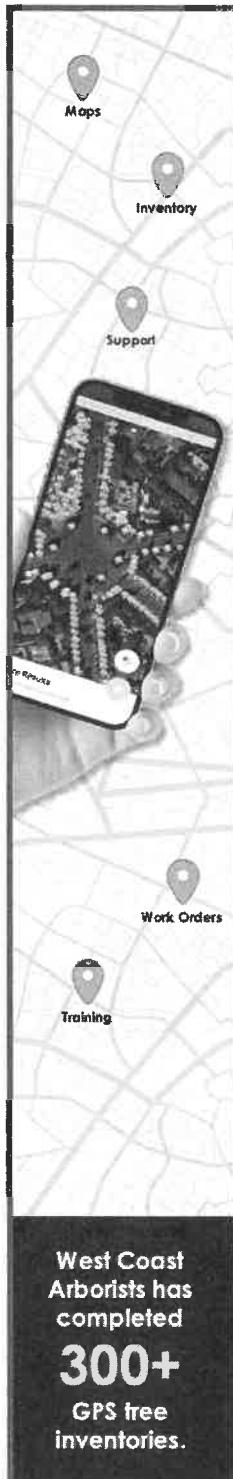
WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain **in-house** CA Department of Pesticide licensed Advisors and Applicators.

Wildlife Protection



WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife.

TECHNOLOGY AND INFORMATION MANAGEMENT



ArborAccess

In today's changing financial environment, municipalities must continually search for ways to maximize their budget dollars. Agency staffs are being asked to find "real" long-term solutions and are searching for areas where operations can be performed more effectively and efficiently, or both. One such area is tree maintenance, however, an efficient tree maintenance plan stems from a clear and concise tree inventory.

West Coast Arborists, Inc. (WCA) will provide the following:

- A digitized inventory and assessment database of all trees located within Stevens Creek as directed by City staff.
- Observation of City owned trees; check for disease/decline, dead, poorly structure, and insect infested trees all to be flagged for further inspection.
- An Arc-view/Arclnfo compatible file in a Windows-based format.
- Provide data that will assist the City in meeting their tree goals
- Provide all data developed or created for this project to the City in an electronic editable format

Produce a final project report ("Inventory Deliverable.")

Data Collection

We can expect each data collector to collect anywhere between 200- 300 tree sites per day considering the weather and physical areas to be collected. No subcontractors will be utilized for this project.

Software Updates/Technical Support

- Unlimited telephone and/or e-mail support to answer questions and aid City staff in the use of the software system.
- Provide training to City staff as needed.
- Provide routine maintenance, archive, backup, restore, and disaster recovery procedures upon request from the City. Provide upgrades upon release from WCA.

ArborAccess Features

- Ease of use**
- Create work orders**
- View tree site details**
- View work history**
- View invoices**
- Mobile app**
- Live data**
- GIS/GPS mapping**

Inventory Collection

WCA proposes the following: Conduct a "Scope Refinement" meeting exclusive to the tree inventory process. Discuss the basis for evaluating the City's urban forest and assist City staff in determining the total number of trees to be inventoried. Have one or more of our Inventory Specialists/Certified Arborist conduct a complete inventory based on the City's approved criteria including all trees. Provide the District with Global Positioning Satellite (GPS) Coordinates for each tree inventoried including creating an ESRI ArcView/ArcGIS compatible shp.file. Using a handheld computer and GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude.

Equipment:

Trees are inventoried using Trimble Ranger data loggers and Trimble Pro XT receivers.



Software Training

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

Standard Attributes to be collected:

- Mapping coordinate: X and Y coordinate locations located by GPS
- Parkway Size (Grow Space Size) – smallest dimension to nearest whole foot
- Value of each tree inventoried based on ISA formula
- **The total cost shall include ownership of the data.**
- Provide unlimited software & computer support while performing tree maintenance services.
- Addressing: The house or building address (street number and street name) will be inventoried. For Side (corner) trees the name of the street where the tree is physically located will also be collected.
- Area/District/Building/Facility/Park – Tree locations will be identified by any of these areas.
- Location – The tree's physical location in relation to public Right of Way and/or public space will be recorded. WCA's categories are Front, Side, Back, Other
- Species – Trees will be identified by genus, species and common name



- Diameter (DBH) – Tree trunk diameter in 6-inch increments (i.e., 0-6", 7-12", etc.) will be recorded at 4.5 Ft. above the ground
- Height (Feet) – Tree height in 15-foot increments (i.e., 0-15', 16-30', etc.) will be recorded
- Stems – the number of principal stems a tree has will be recorded
- Condition: Good, Declining, Dead, Sump
- Maintenance Needs:
 - Grid Trim - trees suitable for a normal cycle trim
 - Trim-Diseased/Declining – trees with declining health which may not need to be removed but should be monitored
 - Trim-Poorly Structured – trees with damaged structures which may be improved by corrective trimming
 - Removal – Overhead Spacing
 - Removal – Ground Level Spacing
 - Removal – Dead (trees >6" DBH)
 - Removal – Dead Small Tree (dead newly planted trees <=6")
 - Removal – Diseased/Declining
 - Removal – Poorly Structured
 - Removal – Seedling or Volunteer
 - Removal – Stump
 - Planting – Identify vacant planting sites
- Recommendation/Prioritization list for pruning, planting and/or removals
- Designating trees as "Non-City" trees
- Overhead Utilities – "Yes / No" indicator
- Parkway Type (Growth Space) – Parkway / Tree lawn, tree well, Raised Planter, Median, Open, Other



CLIENT REFERENCES

West Coast Arborists has completed tree inventories for agencies all over California. California has one of the most diverse urban forests in the U.S. and our staff has the knowledge and skill required to provide a valuable, cost-effective resource to manage these urban canopies. Beyond providing agencies with urban forest maintenance the following contracts included complete and comprehensive tree inventories.

CITY OF VENTURA

COMPLETED JANUARY 2022



The City of Ventura requested an update of their 2015 tree inventory to include any new plantings and vacant, plantable tree locations as required. The City of Ventura utilizes WCA's tree inventory program, ArborAccess that is compatible with ArcGIS products. Estimated inventory value is \$119,833,830

Contact: Michael Melore, Urban Forestry Coordinator

336 Sanjon Rd., Ventura, CA 93002 ~ (805) 652-4541 ~ mmelore@cityofventura.ca.gov

TREE INVENTORY SIZE: 46,655 sites

CITY OF Fresno

COMPLETED APRIL 2020



The City of Fresno requested a complete tree inventory that was completed and delivered to the City in April 2020. The City's GPS Tree Inventory which included various tree attributes including condition, size, location, DBH, height, etc. This included collecting 115,000 tree sites and 22,000 non tree sites for potential tree plantings.

Contact: Hilary Kimber, Park Supervisor II

2101 G Street, Fresno, CA 93706 ~ (559) 621-1345 ~ hilary.kimber@fresno.gov

TREE INVENTORY SIZE: 137,000 sites

CITY OF CHINO

COMPLETED JULY 2020



The City of Chino requested a complete tree inventory for City trees. The City contracted WCA to complete a tree inventory which included identifying vacant sites and collecting various tree attributes. We collected a total of 24,000 sites and identified sites for the City.

Contact: Rene Vasquez

5050 Schaefer Ave., Chino, CA 91710 ~ (909) 334-3489 ~ rene.vasquez@cityofchino.org

TREE INVENTORY SIZE: 24,000 sites

Ongoing Tree Inventory Projects 2022:

CITY OF MONTEREY

[View Inventory](#)
[Est. Completion — 2022](#)

CITY OF SAN LUIS OBISPO

[View Inventory](#)
[Est. Completion — 2022](#)

COUNTY OF FRESNO

[View Inventory](#)
[Est. Completion — 2022](#)

COMPLETED PAST PROJECTS:



Moorpark
we carry this year

FRESNO STATE

City of Bell Gardens

Inventory Completed:
04/2021
Tree Sites Collected:
7,206
Est. Tree Value:
\$13,679,210

City of Montebello

Inventory Completed:
11/2021
Tree Sites Collected:
13,676
Est. Tree Value:
\$36,019,680

City of Moorpark

Inventory Completed:
01/2022
Tree Sites Collected:
12,941
Est. Tree Value:
\$23,353,450

CSU Fresno

Inventory Completed:
12/2021
Tree Sites Collected:
6,025
Est. Tree Value:
\$12,670,540



Mountain House CSD

Inventory Completed:
09/2020
Tree Sites Collected:
12,900
Est. Tree Value:
\$16,440,360

City of Hawaiian Gardens

Inventory Completed:
9/27/18
Tree Sites Collected:
1,990
Est. Tree Value:
\$2,690,210

City of Coachella

Inventory Completed:
2/12/19
Tree Sites Collected:
3,138
Est. Tree Value:
\$7,222,340

City of La Mirada

Inventory Completed:
8/9/18
Tree Sites Collected:
17,022
Est. Tree Value:
\$42,270,110

CITY OF HUNTINGTON PARK

Answers to Request for Information (RFI) No. 1

Request for Proposal

Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

The following questions were posed by individuals interested in the Request for Proposal (RFP) to provide Certified Tree Arborist services in conjunction with updating the City's Urban Forest Tree Inventory. Answers to the questions are highlighted in yellow.

1. Does the City plan to fund the project with only the awarded CalFire grant amount of \$42,500?

Primarily.

2. How many trees did the City have in the previous inventory?

Excel spreadsheet with the information requested is part of the RFP located on the City's website.

3. Section B, Task 2 – Arborist Services: Can you please confirm the total budget available for this task? Is it \$2,500 total or does the City have an additional amount to support this task?

See response to question #1.

4. Section B, Task 2 – Please expand, provide details, or clarify the following, "Arborist technical assistance will include...development of technical sections...providing additional resources as requested by the City". Clarification and details are needed given the limited budget.

It is recommended that interested contractors provide an hourly rate for Arborist Services totaling the allotted amount. Arborist Services will be used to assist the development of the Urban Forest Management Plan.

5. Section B, Task 2 – "The specific tasks and their outcomes will be subject to change based on the Urban Forest Management Plan development needs" – will there be additional funding to support these changes?

Changes will not require additional funding as they will be within the contractual amount.

6. What is the timeline for the Urban Forest Management Plan?

It is anticipated that the Urban Forest Management Plan will be developed from January 2023 – June 2023.

7. What is the Scope of Services for the Urban Forest Management Plan that are covered outside of this RFP?

The Scope of Services outside of this RFP include the development and finalization of the Urban Forest Management Plan from a separate contractor.

8. The city provided an excel template for your inventory in addition to a .shapefile. The excel excludes geolocation data (lat/long), and the .shapefile only shows one neighborhood in the city. Would it be possible for the city to share the full .shapefile with all data fields for bidders to properly assess the extent of the needed inventory update.

See attached file names: City of Huntington Park Trees Shapefile (1)

9. Will the awarded contractor be provided with the full previous inventory in .shapefile format?

Yes.

10. How many trees does the city estimate that it owns?

Over 7,200 trees.

11. How many trees by category? Ie (street, park, facility)

Unknown.

12. How many vacant sites does the city estimate that it owns?

Unknown.

13. The inventory collections requirements include collecting "Space Size" and a measurement – will the awarded contract be required to take physical measurements for each space around every tree site?

An approximation would be sufficient.

14. The inventory collection requirements include "DBH" measurements – will the awarded contractor be required to take physical measurements for diameter with a D-Tape for every tree?

An approximation would be sufficient.

15. The inventory collection requirements include "Height and Spread" measurements – will the awarded contractor be required to physically measure every tree? (using laser/tape + Relascope)

An approximation would be sufficient.

16. The specifications mention an anticipated notice to proceed date of October 10th – with a completion date of January 23rd 2023 – if the City requires physical measurements for dbh, heights, and crown spread and the inventory is larger than the city anticipates will the city consider extending the completion date as needed?

Approximations for the measurements will suffice.

17. Regarding the arborist services and the Urban Forest Management Plan – does the city have a previous plan? If so, will that plan be provided to the awarded contractor?

The City does not have a previous plan.

18. Can you provide more information about what contents and expectations should be included in the Urban Forest Management plan?

It is anticipated the contents will include community background, a summary of urban forest composition and benefits, urban forest goals, standards, recommendations, and community feedback.

19. Is it the intent of the City to have the awarded contractors Arborist assist City staff who will prepare the Urban Forest Management Plan? Or that the awarded contractor will Develop the plan with the assistance of City Staff?

The Arborist Services Contractor will assist the City and its primary contractor that is developing the Urban Forest Management Plan.

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

West Coast Arborists, Inc. 09/09/22
Company Name Date

Patrick Mahoney, President
Print Name


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: September 6, 2022



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

CITY OF HUNTINGTON PARK

**WEST COAST ARBORISTS, INC. PROUDLY SUBMITS A PROPOSAL FOR
TECHNICAL EXPERTISE FROM A CERTIFIED TREE
ARBORIST AND UPDATE THE URBAN TREE INVENTORY**

SCHEDULE OF COMPENSATION

Description	Unit	Unit Price
1) Physical Tree Inventory Data Collection Provide a complete updated tree inventory of all city-owned trees. The complete inventory will include a web-based map version and data sheet with specific attributes as detailed in Tasks 1 and 2. Cost includes inventory delivery, site visits, and travel expenses.	Per Tree Site	\$5.00
<i>Cost estimate: Approx. 7,500 tree sites x \$5.00 per tree site = \$37,500.00</i>		
2) Certified Tree Arborist & Update City Urban Forest a) Provide technical support and development of the Urban Forest Management Plan. b) Meet with City staff to review scope of work, desired deliverables, schedules, and identify the criteria for documenting and evaluating the City's Urban Forest. c) Arborist technical assistance will include plan review, plan recommendations, development of technical sections, and providing additional resources as requested by the City. d) Approx. 14 hours of dedicated time to assist with City staff.	Hourly Rate	\$175.00

Cost estimate: Approx. 14 hours x \$175.00 per tree site = \$2,450.00

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

CITY OF HUNTINGTON PARK

**WEST COAST ARBORISTS, INC. PROUDLY SUBMITS A PROPOSAL FOR
TECHNICAL EXPERTISE FROM A CERTIFIED TREE
ARBORIST AND UPDATE THE URBAN TREE INVENTORY**

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<i>Cost estimate: Approx. 14 hours x \$175.00 per tree site = \$2,450.00</i>		

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745



City of Huntington Park

Citywide Tree Inventory Collection
and Arborist Services

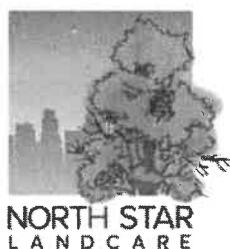
September 14, 2022

NORTHSTARLANDCARE.COM (562)674-3076

LIC# 1034669 DIR# 1000046611

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



RE: Certified Tree Arborist & Update City Urban Forest
Due: Wednesday, September 14th, 2022, at 2:00 p.m.

North Star Land Care ("North Star") is pleased to submit a proposal for the City of Huntington Park's Certified Tree Arborist & Update City Urban Forest Request for Proposal. Our proposal will highlight our previous experience of providing similar services to many surrounding cities such as Huntington Park, Maywood, Lynwood, San Gabriel, and Los Angeles County. We have the breadth and depth of resources, skills, equipment, and expertise needed to provide the City of Huntington Park's professional tree services. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability with no exceptions.

North Star's management team has a track record of working with many cities throughout Southern California since 1994. Our contractor license, #1034669 specializes in Class C61/D49 (Tree Service) and Class C27 (Landscaping) is set to expire 1/31/2024. We are also registered and qualified with the DIR (1000056611). North Star is insured and bonded and currently have a City of Huntington Park business license.

We strive to build long-term partnerships with agencies that expect and require quality, accuracy, efficiency, and integrity. We do this by offering our clients years of expertise with professional in-house arborists, diligent staff who provide the best tree maintenance by using industry approved equipment, effective employee training, strong field leadership, and competitive pricing to keep our clients within their allocated budgets. We have a full understanding of the city and its tree related needs.

Assigned contacts for this important project are as follow:

Area Manager, Jose A. Martinez, (310) 704-9885 tony@northstarlandcare.com

Field Manager, Saul Avalos, (562) 594-6971 saul@northstarlandcare.com

Office Manager, Jessica Alvarez, (562) 674-3076 jessica@northstarlandcare.com

Business Manager, Salvador Covarrubias, (562) 674-3076 salvador@northstarlandcare.com

As the President of North Star Land Care, I, Jose Antonio Martinez 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. Corporate Office is located at 10831 Downey Avenue, Downey, California, 90241. I am authorized and certify, that this proposal being submitted is valid for 90 days. As the contact person for this proposal, please feel free to contact me directly if you have any questions or need further information at (310)704-9885 or tony@northstarlandcare.com.

Sincerely,

Jose A. Martinez
President

North Star Land Care
10831 Downey Avenue
Downey, CA 90241
(562)674-3076
info@northstarlandcare.com

STATEMENT OF QUALIFICATIONS

North Star has assembled a highly skilled and knowledgeable staff with extensive tree & landscape maintenance experience. North Star's CEO has been in the Municipal maintenance space since 1994 and in 1993 was one of the youngest Certified Arborist in the World. The VP of Contract Management has managed Municipal contracts since 2007. Together they helped managed the Largest Los Angeles County Tree Company that Procured over 45 maintenance contracts.

- North Star Land Care is a California Corporation, in business since 2017
- California Contractors License 1034669, Expiration Date 1/31/2024
- Classifications C27, D49 & C61
- Federal Tax ID # 82-4619683, current with all taxes and filings with both State and Federal Government
- DBA under North Star Landscape
- 9 Municipal contracts
- \$1,000,000 credit line
- Bonded
- 100% Latino Owned Firm
- Over 22 full time employees
- ISA Certified Arborist on Staff
- California State Licensed Pest Control Applicator
- Zero Drug Tolerance Workplace
- Many distinguished Business Awards
- Fully Insured
- Over 25 Modern Vehicles in Fleet
- North Star has never in its history been disqualified or have entered any type of litigations with any government agency

North Star prides itself hiring the best employees and retaining them. We quickly introduce new employees and immerse them into our company culture and professionally train them for their specific job classification. We provide our employee with an environment that is fulfilling therefore, keeping our team motivated and happy which in turn results in excellent service and low turnover. Staffing and relevant experience is provided in the next section. North Star Land Care has never in its history been disqualified or have entered any type of litigations with any government agency.

LICENSING

North Star is a licensed contractor in the State of California (state License #1034669) and holds the C61, D49, and the C27 licenses all in good standing. North Star is a California Corporation without Federal Identification number being 82-4619683. North Star is also registered with the Department of Industrial Relations, registration #1000056611. Also registered with CUPCCA.



Contractor Information

Legal Entity Name

NORTH STAR LAND CARE

Legal Entity Type

Corporation

Status

Active

Registration Number

1000056611

Registration effective date

07/01/22

Registration expiration date

06/30/25

Mailing Address

10831 Downey Avenue Downey 90231 CA United States of America

Physical Address

10831 Downey Avenue Downey 90231 CA United States of America

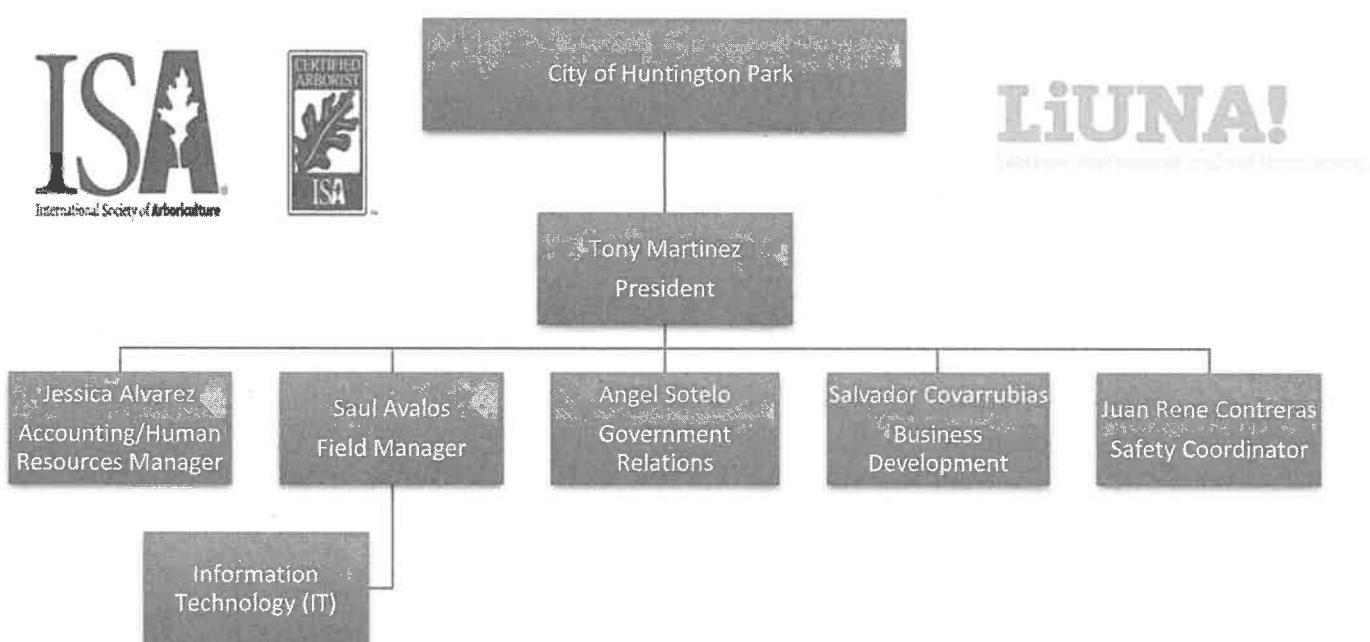
STAFFING

North Star's Project Team and Key Personnel is as follows



North Star employs over 20 full-time professionals. Our experienced professionals are led by an accomplished management team. We believe in the representation of our employees. Eligible personnel are members of Laborers' International Union of North America (LiUNA Loc4al 1184).

Below are brief backgrounds on North Star's management team and key team members.



North Star's Team

Jose A. Martinez, President, Certified Utility Arborist (WE-1278AU)

With over 25 years of experience in the tree care and landscaping industry, Mr. Martinez has managed over 45 Municipal contracts throughout Southern California and has inventoried over 12 Municipal Urban forests. He started his career as a ground-man while attending college. In previous roles, he was responsible for field operations, scheduling, and the management of all crews. He was also actively involved with the implementation of a proprietary web-based database that supports the tree inventory. Since 1993, Mr. Martinez has been a Certified Arborist and Utility Specialist under the International Society of Arboriculture (WE-1278AU); and in that same year, he was the youngest Certified Arborist. Mr. Martinez is also Certified as a Wildlife Protector (#582) with the Wildlife Training Institute, holds a B.A. in Political Science from Cal Poly San Luis Obispo, and has completed over two years of Landscape Architecture and Ornamental Horticulture.

Jessica Alvarez, Accounting/Human Resources Manager

Jessica manages North Star Land Care corporate office daily operations in Accounting and Human Resources. Jessica also ensures North Star Land Care meets Cal OSHA, Federal and State Labor Law requirements and compliance. Jessica possesses 5 plus years' experience in Accounting and Human Resources and is CPR/First Aid/BLS certified.

Salvador Covarrubias- Business Development Manager

Salvador has over 5 years of experience in Customer Service and Sales environments. He holds a bachelor's degree in Consumer Affairs from CAL State Long Beach. Salvador focuses on searching desirable business opportunities while conducting research on the market. Salvador is also in charge of collection and organizing information within the company database and assists in new bid requirements and effective procedures for North Star Land Care to run more efficiently.

Mario Jimenez- Inventory Collector

Mario has 3 years collecting and managing North Star's clients inventory needs.

WORK STATEMENT

Upon award of contract our firm would begin the tree inventory on the area that is scheduled for this fiscal year. We can collect anywhere between 200- 400 tree sites per day via a Global Positioning System device, depending on weather, satellite availability, attributes to be collected, and number of field data collectors. The collected information will be available to the City and will also be available for use in the City's Geographical Information System (GIS). The City inventory is estimated at approximately 8,000 trees. The City is currently divided into pre-designed districts. We should have the entire City collected anywhere between 45-70 days, depending on criteria to be collected and number of collectors.

Our process is as follows (Inventory Collection)

Step 1 Collect, organize, and upload City inventory onto our Database called; 'NS Tree Cloud'

Step 2 Report to City of any trees needing immediate attention by Tree contractor

Our process is as follows (Arborist Services)

Step 2 Assist the City in any technical assistance needed to develop Urban Forest management Plan.



INFORMATION MANAGEMENT/DATA BASE

Computer Software System “NS TREE CLOUD”

North Star has a proprietary web-based database that is user friendly and exceptionally reliable.

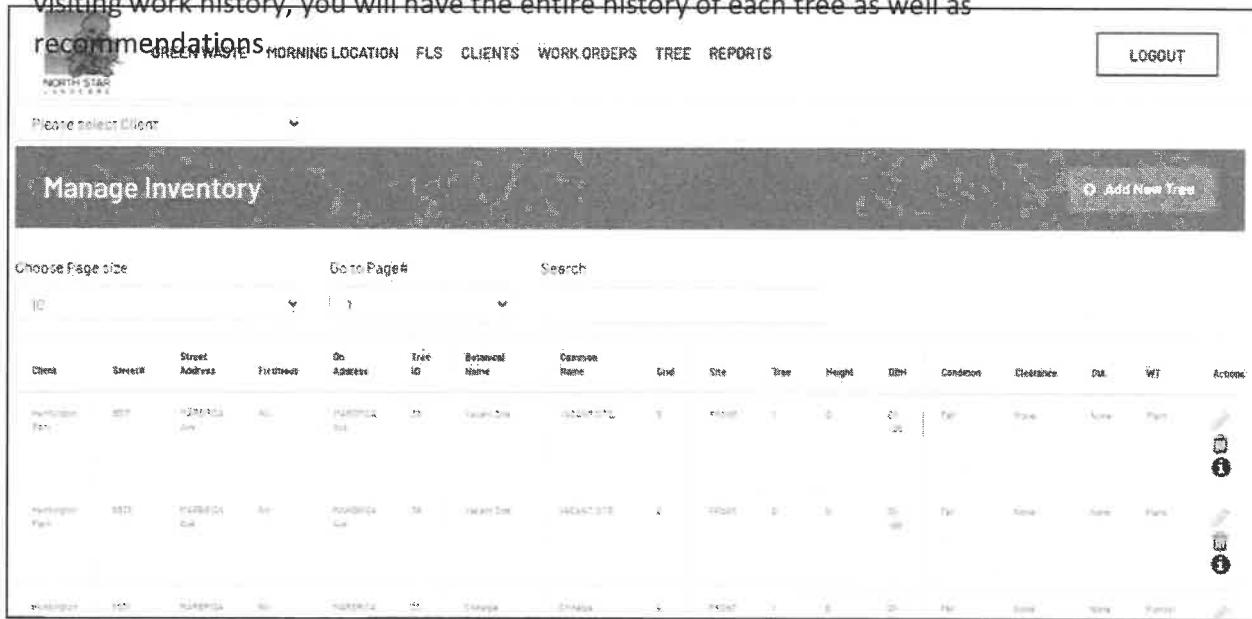
This system uses the most modern and innovative technology out in the market. It provides real-time updates on inventory, work orders, work history, green waste, budget, reports, and GIS mapping through stored shapefiles, thus making it a real viable solution to City needs.

How Inventory Is Collected or Imported?

A Certified Arborist will walk the streets with a Handheld GPS System and Create an Arc View File, with each tree site entering the information to be imported into the database. This will include but not limited to: Address, On Address, Tree Site, Tree number, Species of Tree, DBH of Tree, Height of Tree, Canopy radius, parkway, Street parking, Overhead Utility Lines, recommended maintenance, visible tree condition, tree health, and tree images. If the city already has inventory and work history from prior years, we will take the information store it and import work history into our system making accessible to both City and North Star,

Important and Detailed Information for Each Site

The system provides accurate and up to date records of each tree being worked on in the city with real-time updates. Each Tree has a specific ID and is unique to our system, so no tree has the same ID. You have the capability to print or export tree sites, work orders, work history, frequency reports among other things. By visiting work history, you will have the entire history of each tree as well as recommendations



The screenshot shows the 'Manage Inventory' page of the NS Tree Cloud software. At the top, there are navigation links: GREEN WASTE, MORNING LOCATION, FLS, CLIENTS, WORK ORDERS, TREE, and REPORTS. On the far right is a 'LOGOUT' button. Below the links, a dropdown menu says 'Please select Client'. The main area has a title 'Manage Inventory' with a 'Add New Tree' button. It includes filters for 'Choose Page size' (10), 'Date Page #' (1), and a 'Search' field. A table lists tree data with columns: Client, Street, Street Address, Business, On Address, Tree ID, Scientific Name, Common Name, Code, Site, Tree, Height, DBH, Condition, Elevation, DA, WT, and Actions. Three rows of tree data are shown, each with edit and delete icons in the Actions column.

Client	Street	Street Address	Business	On Address	Tree ID	Scientific Name	Common Name	Code	Site	Tree	Height	DBH	Condition	Elevation	DA	WT	Actions
North Star	123	MAIN ST	Any	MAIN ST	123	Scientific	Common	1	Site 1	Tree 1	10	10	Fair	1000	1000	1000	 
North Star	123	MAIN ST	Any	MAIN ST	123	Scientific	Common	2	Site 2	Tree 2	10	10	Fair	1000	1000	1000	 
North Star	123	MAIN ST	Any	MAIN ST	123	Scientific	Common	3	Site 3	Tree 3	10	10	Fair	1000	1000	1000	 

CLIENT DATABASE

Agency

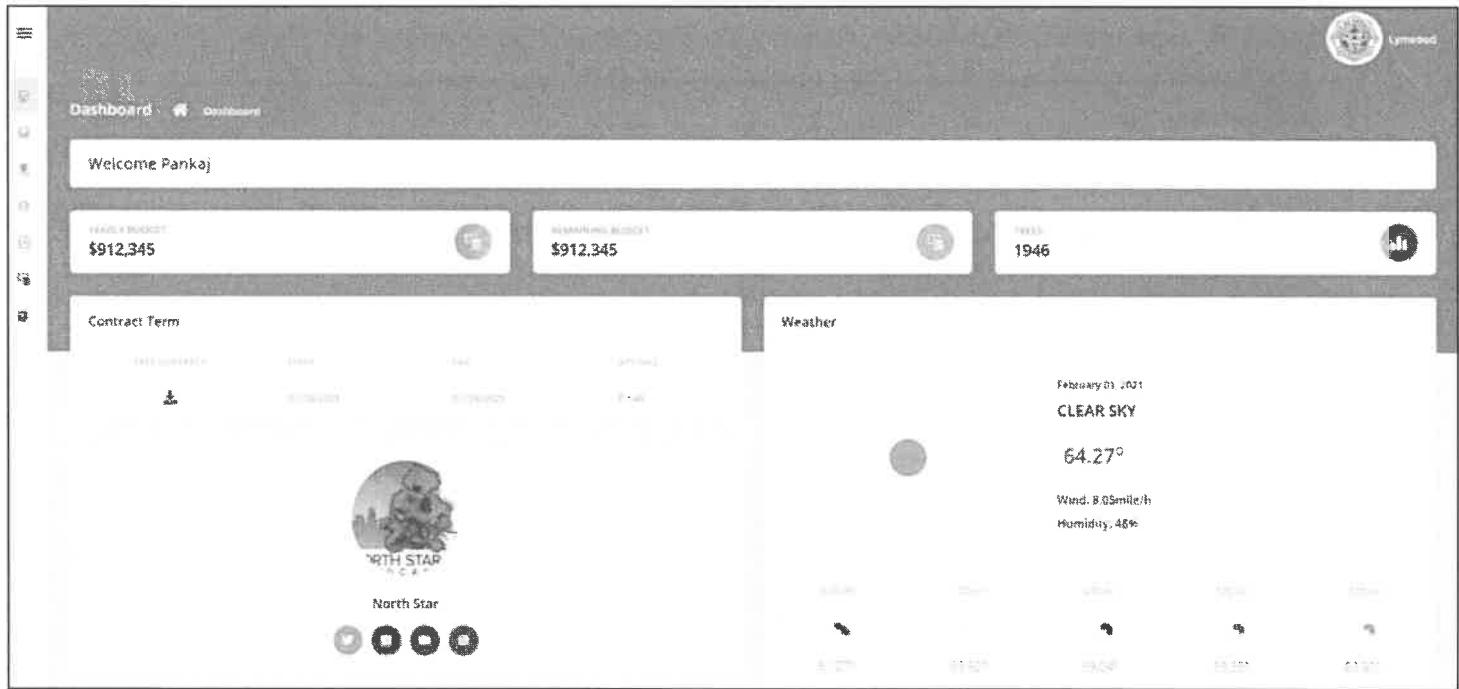
City staff will have access to view and track work orders, as well as the ability to create work orders to maintain accurate work history records, as is the case when City crews respond to any tree work. City will have ability to upload service request lists onto the database and email their North Star representative. The annual tree budget as well as a running budget is available by logging on to the database. Frequency reports such as green waste are available as well as work orders, billing details, work history, invoicing history, and GIS shapefiles are available upon request.

Dashboard

On the Dashboard, Agency staff will be able to see their District tree count, with their budget amount, their remaining budget, weather reports to notify of any upcoming inclement weather, and some City tree statistics.

Work Orders and Billing

Agency staff will be able to create work orders, track them on a live basis, be able to know the progress of that individual job and receive instant progress for that work performed. Our supervisors are equipped with iPads so they may update work orders and update the status of each individual job on a day-to-day basis.



Dashboard

Welcome Pankaj

AVAILABLE BUDGET: \$912,345

REMAINING BUDGET: \$912,345

1946

Contract Term

Contract	Start Date	End Date	Status
Contract 1	2021-01-01	2021-06-30	Active
Contract 2	2021-02-01	2021-07-31	Pending
Contract 3	2021-03-01	2021-08-31	Active
Contract 4	2021-04-01	2021-09-30	Pending

Weather

February 01, 2021

CLEAR SKY

64.27°

Wind: 8.05 miles/h

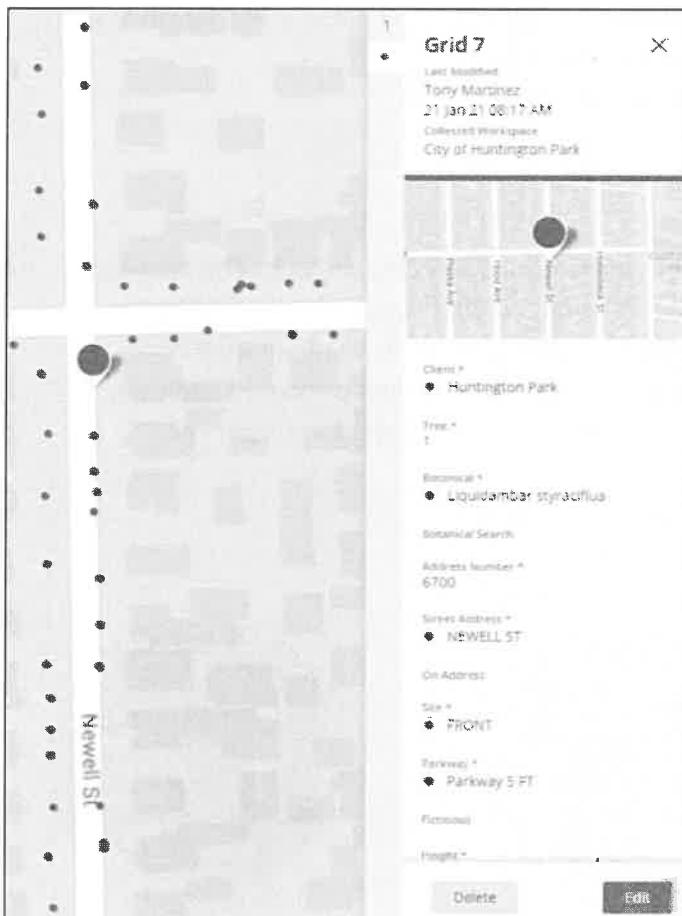
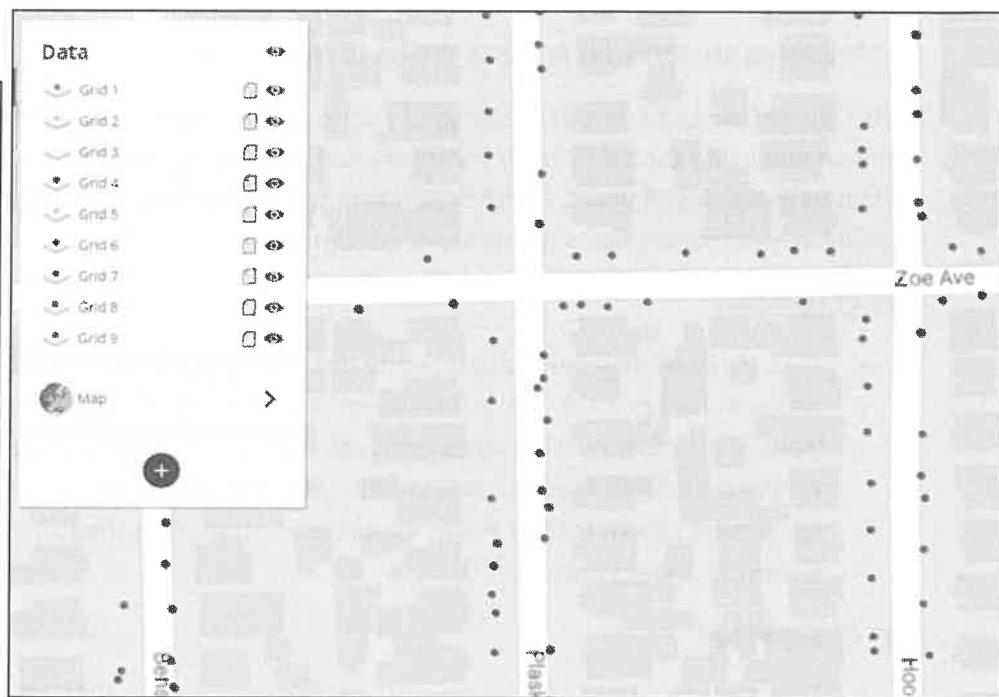
Humidity: 48%

NORTH STAR

North Star

Data Collecting

At North Star we are committed to properly creating the City of Huntington Park's Urban Forest through accurate data collection. Upon award we will be ready to collect and update all tree data within 8 to the City of Huntington Park.



Tree Attributes Collected:

- Site Location
- Species
- Height
- DBH
- Vacant Sites
- Photographs
- Visual Condition
- Grid Location
- Health
- OUL
- Maintenance

Client References

The following are three (3) projects similar to this project:

Note- North Star Land Care has managed and maintained over 10+ different municipalities and school districts inventory needs. With over 40,000+ trees collected in the past 4 years, North Star is committed and ready for the needs of the City of Huntington Parks Inventory requirements.

City of Lynwood

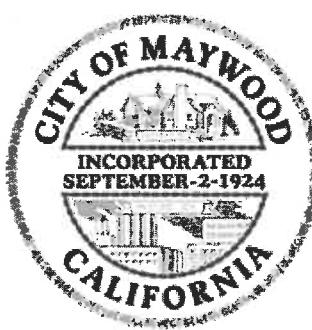
- Tree Maintenance Services currently under contract for \$600,000 per year. The contract was acquired in 2019. The contract entails trimming the City's approximate 15,000 trees. North Star provides tree removal, emergency response, pesticides application, weed abatement, tree risk assessment, and tree planting services.
- Cynthia Foreman, former Public Works Operations Coordinator (310) 603-0220 Ext. 821
- Currently under contract

City of Maywood

- Tree Maintenance Services currently under contract for \$225,000 total contract amount. The contract was acquired in 2019. The contract entails trimming 1,858 trees. North Star provides emergency response and tree planting services.
- Jerry Gomez, Public Works Coordinator (323) 562-5706
- Currently under contract

City of Huntington Park

- Tree Maintenance Services currently under contract for \$319,000 per year. The contract was acquired in 2018. The contract entails trimming the City's approximate 5,500 trees which is performed on annually on a pruning schedule. The city is divided into 9 zones and the entire tree inventory is processed within a three-year time period. In addition, North Star provides emergency responses to the City on a as needed basis per the contract terms.
- Alvaro Encarnacion, Public Works Supervisor (323) 584-6274
- Currently under contract





OFFICE OF THE
CITY MANAGER
JOSE E. OMETEOTL

City of
LYNWOOD

Incorporated 1921

11330 Buhs Road, Lynwood, CA 90262
(310) 603-0220 x 260



August 29, 2019

Subject: Letter of Recommendation

To Whom It May Concern,

It is with great pleasure that I take this opportunity to provide a recommendation for North Star Land Care.

North Star Land Care was selected to provide high quality arborist services to the City of Lynwood. They also specialize in tree disease & insect infestation, citrus nematode, and tree and stump removals. North Star Land Care has and continues to provide high quality service to the Lynwood community.

I have observed North Star Land Care's delivery of service to the community with the handling of tree and shrub maintenance as well as the landcare. Their service is professional and efficient.

The City of Lynwood and many organizations within the city are grateful to North Star Land Care for supporting community programs. I truly believe that North Star Land Care provides valuable service to the City of Lynwood.

Sincerely,

Jose Ometeotl
City Manager



August 27, 2020

RE: North Star Landcare

To Whom It May Concern:

I am pleased to provide this letter of recommendation to Tony Martinez for North Star Landcare. North Star has provided excellent customer service, landscaping maintenance, and tree maintenance services for the City of Maywood. We value the relationship we have forged with North Star thus far as we continue to develop our landscaping and tree maintenance programs with them. We are very satisfied with the company's versatility and efficient communication with our staff.

Recently, Tony Martinez and I have begun working on integrating Maywood's tree data onto North Star's database.

If you have any questions, please do not hesitate to contact me at 323-562-5700

Sincerely,

A handwritten signature in black ink, appearing to read "Abel Hernandez".

Abel Hernandez
Public Works Coordinator
City of Maywood



Public Works Department

August 29, 2019

RE: North Star Landcare

To Whom It May Concern:

I am pleased to provide a letter of recommendation for North Star Landcare. North Star has provided excellent customer service and superior tree trimming and tree care services. We value our relationship and continue to develop our tree program.

Recently, Tony Martinez and I started working on updating North Star's database and its integration into our GIS system. This is a clear example of North Star's commitment to our city.

If you have any questions, please don't hesitate to contact me at 323-395-1480.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Hernandez".

Daniel Hernandez,
Director of Public Works



NORTBTA-01

JELLI

CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED/TYPE:
3/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
TDR Insurance Services, Inc.
1510 W. Whittier Blvd #24
La Habra, CA 90631

CONTACT: Jose Lira
PHONE: (714) 997-5511
FAX: (714) 997-5511
EMAIL: jose@tdrinsurance.com
ADDRESS:

INSURED

NORTH STAR LAND CARE & North Star Landscape
19831 Downey Avenue
Downey, CA 90241

INSURER(S) AFFORDING COVERAGE
INSURER A: Argonaut Great Central Insurance Company 198801
INSURER B: Transamerica Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAME

COVERAGE

CERTIFICATE NUMBER:

REVISION NUMBER:

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

PERIOD LTD	TYPE OF INSURANCE	INSURER NAME	POLICY NUMBER	POLICY PERIOD FROM/TO	POLICY EXP. FROM/TO	POLICY EXP. FROM/TO	UNITS
A	COMMERCIAL GENERAL LIABILITY CLAWBACK: <input checked="" type="checkbox"/> OCCUR	LAN2901417-01		3/6/2022	3/6/2023		
							EACH OCCURRENCE DAMAGES TO OWN CO. PREMISES (EX. EXCLUSIONS)
							\$ 100,000
							10,000
							PER EXPOSURE COVERAGE
							\$ 1,000,000
							PERSONAL & ADY LIABILITY
							\$ 2,000,000
							GENERAL LIABILITY
							\$ 2,000,000
							PRODUCTS COMPLETED AS OF
							\$ 2,000,000
							ARBORISTS ERROR
							\$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO COMM. AUTOS ONLY MINI & SUV/CYL	LAN2901417-01		3/6/2022	3/6/2023		
							COLLISION - 100% LIABILITY
							\$ 1,000,000
							PEOPLE HURT (PROPERTY)
							\$ 100,000
							PROPERTY DAMAGE (EX. EXCLUSIONS)
A	UMBRELLA LIABILITY EXCESS LIABILITY CLAWBACK: <input checked="" type="checkbox"/> OCCUR	LAN2901417-01		3/6/2022	3/6/2023		
							EACH OCCURRENCE
							\$ 1,000,000
							AGGREGATE
							\$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY INDUSTRY EXCEPT THE FOLLOWING: CONTRACTOR EXCLUSIONS Manufacturing (A-10) * FLS, DOL/PL, and RESCISSION OF CERTIFICATE	1000000017-01		1/1/2022	1/1/2023		
							STATUTE OF LIMITATIONS
							\$ 1 EACH ACCIDENT
							\$ 1,000,000
							EL. DAMAGE - EA PAY. CYCLE
							\$ 1,000,000
A	Equipment Floater	LAN2901417-01		3/6/2022	3/6/2023	Equipment	\$ 243,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
J6802 Contractors Equipment - Miscellaneous Home Blanket Coverage Endorsement - \$10,000

CERTIFICATE HOLDER

CANCELLATION

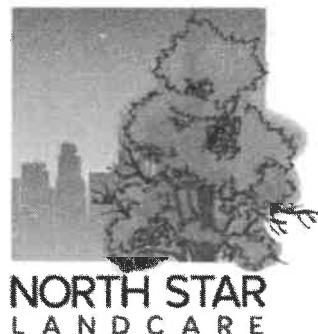
Insured's File Copy

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

AUTHORIZED REPRESENTATIVE

Fee Schedule/Cost Proposal

<u>Description</u>	<u>Price</u>
Complete Tree inventory	\$40,000.00
<ul style="list-style-type: none">-Includes Shapefile-Tree inventory with all attributes listed in RFP-GIS location of all City trees and vacant sites	
Inventory Collector Services	\$90/Hour
<ul style="list-style-type: none">-Tree data collection	
Arborist Services	\$125/Hour
<ul style="list-style-type: none">-Plan review-Plan recommendations-Plan reports	



CITY OF HUNTINGTON PARK

Answers to Request for Information (RFI) No. 1

Request for Proposal Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

The following questions were posed by individuals interested in the Request for Proposal (RFP) to provide Certified Tree Arborist services in conjunction with updating the City's Urban Forest Tree Inventory. Answers to the questions are highlighted in yellow.

1. Does the City plan to fund the project with only the awarded CalFire grant amount of \$42,500?

Primarily.

2. How many trees did the City have in the previous inventory?

Excel spreadsheet with the information requested is part of the RFP located on the City's website.

3. Section B, Task 2 – Arborist Services: Can you please confirm the total budget available for this task? Is it \$2,500 total or does the City have an additional amount to support this task?

See response to question #1.

4. Section B, Task 2 – Please expand, provide details, or clarify the following, "Arborist technical assistance will include...development of technical sections...providing additional resources as requested by the City". Clarification and details are needed given the limited budget.

It is recommended that interested contractors provide an hourly rate for Arborist Services totaling the allotted amount. Arborist Services will be used to assist the development of the Urban Forest Management Plan.

5. Section B, Task 2 – "The specific tasks and their outcomes will be subject to change based on the Urban Forest Management Plan development needs" – will there be additional funding to support these changes?

Changes will not require additional funding as they will be within the contractual amount.

6. What is the timeline for the Urban Forest Management Plan?

10/1/22

It is anticipated that the Urban Forest Management Plan will be developed from January 2023 – June 2023.

7. What is the Scope of Services for the Urban Forest Management Plan that are covered outside of this RFP?

The Scope of Services outside of this RFP include the development and finalization of the Urban Forest Management Plan from a separate contractor.

8. The city provided an excel template for your inventory in addition to a .shapefile. The excel excludes geolocation data (lat/long), and the .shapefile only shows one neighborhood in the city. Would it be possible for the city to share the full .shapefile with all data fields for bidders to properly assess the extent of the needed inventory update.

See attached file names: City of Huntington Park Trees Shapefile (1)

9. Will the awarded contractor be provided with the full previous inventory in .shapefile format?

Yes.

10. How many trees does the city estimate that it owns?

Over 7,200 trees.

11. How many trees by category? Ie (street, park, facility)

Unknown.

12. How many vacant sites does the city estimate that it owns?

Unknown.

13. The inventory collections requirements include collecting "Space Size" and a measurement – will the awarded contract be required to take physical measurements for each space around every tree site?

An approximation would be sufficient.

14. The inventory collection requirements include "DBH" measurements – will the awarded contractor be required to take physical measurements for diameter with a D-Tape for every tree?

An approximation would be sufficient.

15. The inventory collection requirements include "Height and Spread" measurements – will the awarded contractor be required to physically measure every tree? (using laser/tape + Relascope)

An approximation would be sufficient.

16. The specifications mention an anticipated notice to proceed date of October 10th – with a completion date of January 23rd 2023 – if the City requires physical measurements for dbh, heights, and crown spread and the inventory is larger than the city anticipates will the city consider extending the completion date as needed?

Approximations for the measurements will suffice.

17. Regarding the arborist services and the Urban Forest Management Plan – does the city have a previous plan? If so, will that plan be provided to the awarded contractor?

The City does not have a previous plan.

18. Can you provide more information about what contents and expectations should be included in the Urban Forest Management plan?

It is anticipated the contents will include community background, a summary of urban forest composition and benefits, urban forest goals, standards, recommendations, and community feedback.

19. Is it the intent of the City to have the awarded contractors Arborist assist City staff who will prepare the Urban Forest Management Plan? Or that the awarded contractor will Develop the plan with the assistance of City Staff?

The Arborist Services Contractor will assist the City and its primary contractor that is developing the Urban Forest Management Plan.

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 RFIs

Company Name

Date

Jose Antonio Martinez
Print Name


Signature

End of Request for Information No. 1
By order of the City of Huntington Park, Public Works Department

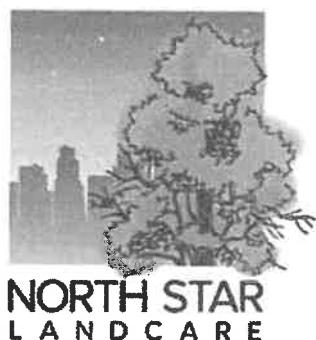
By: 
Cesar Roldan, Director of Public Works

Date: September 6, 2022

4 | Page

Fee Schedule/Cost Proposal

<u>Description</u>	<u>Price</u>
Complete Tree inventory	\$40,000.00
<ul style="list-style-type: none">-Includes Shapefile-Tree inventory with all attributes listed in RFP-GIS location of all City trees and vacant sites	
Inventory Collector Services	\$90/Hour
<ul style="list-style-type: none">-Tree data collection	
Arborist Services	\$125/Hour
<ul style="list-style-type: none">-Plan review-Plan recommendations-Plan reports	





M A R I P O S A
T R E E M A N A G E M E N T , I N C .

Technical Expertise From a Certified Tree
Arborist & Update the Urban Tree Inventory

City of Huntington Park

September 14th 2022



Tel 800•794•9458 / Fax 626•960•8477
www.mariposa-ca.com

6232 Santos Diaz Street, Irwindale, CA91702
CA Contractors License #1061455 C61/D49, C27, C31, A



MARIPOSA TREE MANAGEMENT



M A R I P O S A
T R E E M A N A G E M E N T , I N C

September 14th 2022

ATTN: Cesar Roldan
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Phone: 323-584-6320
Email: croldan@hpcagov

Dear Cesar,

Mariposa Tree Management would like to thank you for the opportunity to submit a proposal for your Tree Maintenance Services.

For more than 40 years, Mariposa Tree Management has provided clients throughout Southern California with expert tree care. Here is why we would be the best solution for you:

- **Specialized Expertise** - In December 2019, our company expanded its Tree Division by branching off from our parent company, Mariposa Landscapes. This specialization allows us to provide arboreal expertise that is unmatched by our competitors.
- **Decades of Experience** - Our team of more than 50 qualified experts has provided tree trimming to numerous cities, counties, businesses, and residences. Whether pruning an avenue of palms, saving a heritage tree, or providing cleanup after a storm, Mariposa has seen it all and can handle even the most challenging situations.
- **Personal Service** - Our clients choose Mariposa because of the personal attention we provide - in other words, you will not be "just a number." We pride ourselves on responsive, responsible and professional work.

I have read, understood, and agreed to all statements in this request for proposal and acknowledge receipt of all addendum's/amendments as well as to the terms, conditions, and attachments referenced. Our proposal is valid for 90 days after the RFP submittal date. All work will be performed in strict accordance with the specifications of the RFP. All information submitted with this proposal is true and correct. Please reach out to our VP of Operations Dennis Jones at (626) 890-0164 Ext. 329 or dennis@mariposa-ca.com with any questions.

We look forward to being the successful contractor and working with you to make the City of Huntington Park's urban forests a source of pride for the City, its residents, and visitors.

Respectfully Submitted,

Dennis Jones, Secretary & Vice President of Operations

TABLE OF CONTENTS

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Proposed Personnel.....	8
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Fee Schedule / Cost Proposal.....	11



Company Background

History

For more than 40 years, Mariposa Tree Management has provided cities and counties throughout Southern California with expert tree care. Our company has more than 50 highly-trained and qualified personnel, 40 of whom are certified tree care employees.

Mariposa Tree Management **began in 1977** as part of Mariposa Landscapes. The firm began by performing custom residential and small commercial landscape maintenance and installations. After five years of growth, Mariposa expanded into public works maintenance operations. In the 1980s, we officially launched a public works installation department and a tree division. In 1989 we expanded again and created our tree division.

We expanded our tree division and consolidated our certified arborists and into the newly incorporated, "Mariposa Tree Management". Our company provides tree maintenance services for a variety of municipal clients and commercial developments, providing all types of tree care, from installation to maintenance to removal. See Section 3 for more about our breadth of services.

Throughout the years, Mariposa Tree Management ownership has remained the same. We do not hold a controlling or financial interest in any other organization and are not owned by any other person or organization.



Financial Condition

Mariposa Tree Management has been capable of **meeting all financial obligations** for more than 40 years. Our company has experienced continued growth and its parent company, Mariposa Landscapes, has shown continued expansion by opening locations in Santa Ana, Somis, and Palm Desert. We have not in the past and are not currently filing for bankruptcy. We do not have any pending litigation. Our offices are open and operating at full capacity. We do not have any pending mergers.

Specialized Tree Care

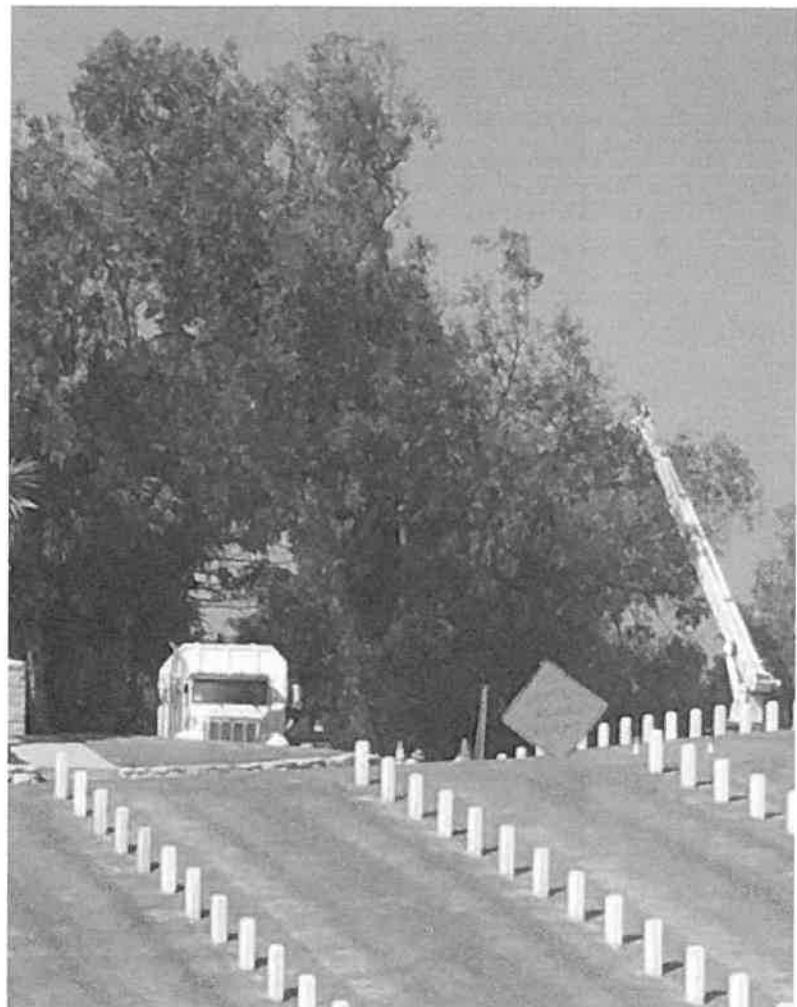
Mariposa Tree Management is set apart from the competition by **providing comprehensive consulting services** in addition to expert tree care. Our ability to provide such excellent service is due to our crews of highly-trained, safety-oriented, certified arborists and tree workers. Our staff receives the latest training in arboriculture methods, techniques, and software systems.

Our specialized consulting services include the following: Urban Forest Management Planning, Tree Evaluations, Inventory Management, Risk Assessments, Hazard Reports, Tree Appraisals, and Insect and Disease Control Recommendations.

Our clients trust us with their most valued trees and stands of urban forest. See Section 3 of this report for more information about our specialized operational processes and the difference they make for our clients.

Geographic Coverage

Our base in Irwindale, California provides a central location for servicing Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. From the Glendale, Arizona offices of Mariposa Landscapes, we also serve all of Maricopa County.



Qualifications & Experience

The management and crew at Mariposa Tree Management have more than 100 years of combined experience in urban forestry operations, customer service, account management, and inventory technology. In addition to our **vast experience** in the field, our staff has completed numerous certifications, courses and training in urban forestry, and natural resources education. These include degrees from educational organizations accredited by the International Society of Arborists, the Society of American Foresters and the International Society of Arborists.

Our team leverages years of experience working with its major clients, including the cities of San Marino, Moorpark, Los Angeles, Burbank, and Palmdale, as well as the counties of Los Angeles, San Bernardino, and Ventura when managing client relations. Mariposa Tree Management has mastered **efficient, detail-oriented relations** in every aspect of these contracts, including coordinating with city officials, generating work orders, managing inventories, completing tree work operations, and processing records for accounting.

Since its start, our tree division has completed **more than 1,000 contracts** ranging in value between \$500 and \$2.5 million. Over the past three years, Mariposa Tree Management teams have successfully completed contracts with Palm Springs, Pasadena, Los Angeles County, and Caltrans which were comparative in size and complexity to the requested services included in this proposal. These contracts included urban forestry operations with the following tasks: customer service, account management, inventory management, trimming, pruning, removals, planting, and arboricultural consultations. All these projects have been completed successfully.

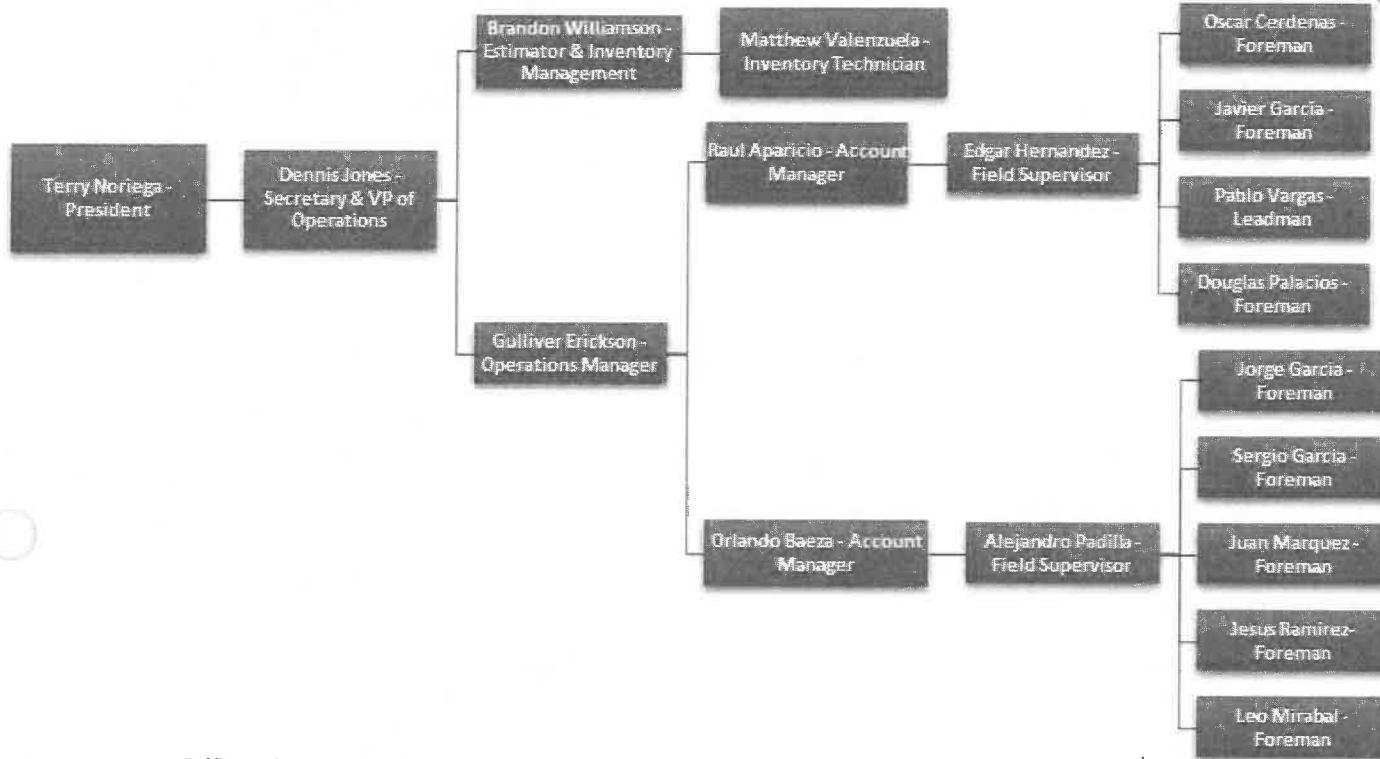
The **contacts and qualifications** of the Mariposa Tree Management staff members primarily responsible for providing services and support for this contract are detailed below.



Mariposa Operations

Operations Team Organization

Organizational Chart



Office Locations

The Mariposa operational office in Irwindale will have primary responsibility for managing this account. The location of the corporate office and operational offices and work yards are listed below.

Corporate Office

• 6232 Santos Diaz Street, Irwindale, Ca 91702
• Phone: (626) 960-0196 / Fax: (626) 960-8477

Main Operational Office & Work Yard

• 15529 Arrow Highway, Irwindale California 91706
• Phone: (626) 960-0397

Operational Office & Work Yard

• 4790 East Los Angeles Avenue, Somis California 93066
• Phone: (805) 386-4140

Operational Office & Work Yard

• 11093 Almond Avenue, Fontana California 92337
• Phone: (909) 429-2546

Operational Office & Work Yard

• 1107 East Walnut Avenue, Santa Ana California 92701
• Phone: (714) 352-2297

Operational Office & Work Yard

• 1650 West 130th Street, Gardena California
• Phone: (626) 960-0196

Proposed Personnel

Dennis Jones, Vice President of Operations

- **Roles:** Supervision, Scheduling, Billing, Consultation, and Customer Support
- Assigned for duration of project
- **Relevant work experience:** 20 years in this capacity
- BS Degree in Urban Forestry from Cal Poly San Luis Obispo
- Certified Arborist WE-5700A
- TCIA Certified Tree Care Safety Professional #00843 (CTSP)
- Qualified Applicators License QAL 108771, Categories B, C, & F
- Tree Risk Assessment Qualified (TRAQ) International Society of Arboriculture
- Wildlife Protector Certification from the Wildlife Training Institute. #821
- ISA Municipal Specialist
- Notary Public



Gulliver Erickson, Operations Manager

- **Roles:** Scheduling, Dispatch, Emergency Contact, and Supervision
- Assigned for duration of project
- **Relevant Work Experience:** 28 years in this capacity
- ISA Certified Arborist WE-10288A
- Qualified Applicators License #140377
- Tree Risk Assessment Qualified (TRAQ) International Society of Arboriculture
- Certified Traffic Control Technician (ATSSA)
- TCIA Certified Tree Care Safety Professional #1528
- TCIA Certified Ground Operations Specialist



Brandon Williamson, Estimator & Inventory Management

- **Roles:** Work Site Evaluations, Develop Project Proposals, Manage Tree Inventories, Work Orders, and Work Histories
- Assigned for duration of project
- **Relevant Work History:** 5 years in the tree care industry
- AAS Degree in Natural Resource Technology – Forest Resources from Mt. Hood Community College, Gresham Oregon
- ISA Certified Arborist WE-13968A
- Certified Natural Resource Technician (MHCC)
- TCIA Certified Ground Operations Specialist
- OSHA 30 Certified
- Notary Public





Orlando Baeza, Account Manager

- **Roles:** Supervision, Scheduling, Billing, Consultation, and Customer Support
- Assigned for duration of project
- **Relevant work experience:** 10 years in the industry
- TCIA Certified Tree Care Safety Professional #1526
- TCIA Certified Ground Operations Specialist



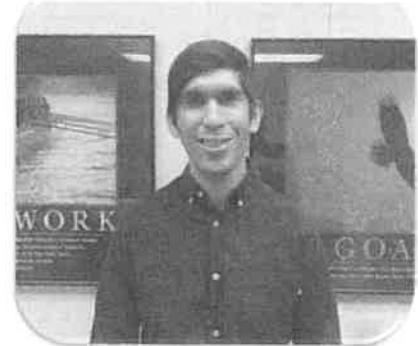
Raul Aparicio, Account Manager

- **Roles:** Supervision, Scheduling, Billing, Consultation, and Customer Support
- Assigned for duration of project
- **Relevant work experience:** 10 years in this capacity
- TCIA Tree Climber Specialist
- TCIA Certified Ground Operations Specialist
- Certified Traffic Control Technician (ATSSA)



Matthew Valenzuela, Inventory Technician

- **Roles:** Gis Inventory Mapping, Tree Measurements, Tree Health Assessments
- Assigned for duration of project
- **Relevant work experience:** 10 years in this capacity
- ISA Certified Arborist WE-10607A
- TCIA Certified Ground Operations Specialist



Client References

At Mariposa Tree Management Inc., we pride ourselves on **excellent client service**. The contact information for many of our current tree maintenance clients is listed below. We provide most or all of the following services for these municipalities: tree pruning, tree removal, GIS mapping, arborist surveys, palm pruning, tree planting, plant healthcare services, hazard tree analysis, tree watering, emergency services during normal business hours and on a 24-hour basis. Learn more about the services we provide in Section 3.

CITY OF THOUSAND OAKS

Contact: Chris Meske

805-376-5090

CMeske@toaks.org

1993 Rancho Conejo Blvd. Thousand Oaks, Ca 91320 Tree Maintenance Services April 2015 to present



CITY OF SAN MARINO

Contact: Sammy Estrada

626-375-4246

Sestrada@SanMarinoCA.gov

2200 Huntington Drive San Marino, Ca 91108 Tree Maintenance Services July 2014 to present

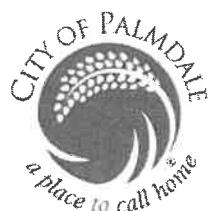


CITY OF PALMDALE

Contact: Steve Montenegro

661-267-5300

Smontenegro@cityofpalmdale.org
39110 3rd Street East Palmdale, Ca. 93550
Tree Maintenance Services October 2016 to present



CITY OF PASADENA

Contact: Kenneth Graham

626-484-8536

kgraham@cityofpasadena.net

100 North Garfield Ave. Pasadena, Ca. 91109
Palm Tree Pruning Services 2019 to present



LOS ANGELES COUNTY

Contact: Majid Ranjbar

310-348-6448 ext. 226

mranj@dpw.lacounty.gov

900 South Fremont Ave. 8th floor, Alhambra Ca 91803
Tree Maintenance Services Date: 2000 to present



CITY OF SANTA BARBARA

Contact: Nathan Slack

805-564-5592

nslack@SantaBarbraCA.gov

630 Garden St. Santa Barbara Ca. 93101
Tree Maintenance Services 2021 to Present



Cost Proposal

Fee Schedule / Cost Proposal

Submitted Separately Per RFP specifications/requirements

Cost Proposal

Fee Schedule / Cost Proposal

Tree Inventory:

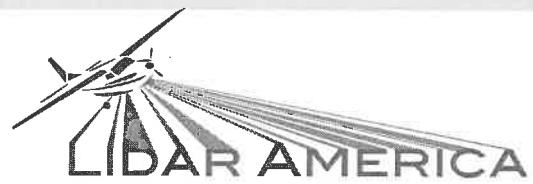
\$4.50 Per Tree Site Without Photo

\$6.50 Per Tree Site With Photo

\$3.00 Per Vacant Planting Site

Task #2 - Arborist Services:

Certified Arborist Per Hour Rate = \$125.00



Request For Citywide Tree Inventory Collection and Arborist Services

**Technical & Economic
Proposal**

**LiDAR and Orthoimagery
Processing and Classification**

LiDAR America Inc.

Juan J Beltran,
CEO / President
555 Anton Blvd, Suite 150
Costa Mesa,
CA 92626 USA
Tel: (714) 752-6903

Submitted to:
City Of Huntington Park

6550 Miles Ave
Huntington Park, CA 90255
Contact: Cesar Roldan
323.584.6320
croldan@hpcagov

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Figure 1 magenta dots for City existent Inventory, Green for the Inventory prepared by Lidar America

City Of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255
Contact: Cesar Roldan
323.584.6320
croldan@h pca.gov

1. Cover Letter for RFP - "Citywide Tree Inventory Collection and Arborist Services"
Dear Cesar Roldan,

Lidar America, Inc. is pleased to provide this proposal in hopes of creating a lasting relationship with The City of Huntington Park (herein and after "The City"). We pride ourselves on our professionalism and ability to deliver results and data collection above and beyond what is expected. In this proposal, we will outline an approach that offers faster results and opens the door to high end technology and data for the City of Huntington Park, as we believe that the best way to improve a Forest management plan is to update the current inventory with new technologies.

The advantages of obtaining an aerial urban forest inventory are:

- 1- Can be obtained from USGS existing LiDAR data therefore delivery would occur in a matter of days.
- 2- We would have information not only of the public road, but also quantify the trees in private property that is not currently inventoried.

3- In case you need the updated information to 2022, the data collection would take only 4 days

For that reason, Lidar America has developed a process consisting in 4 stages:

1. Acquisition of new Lidar and Aerial Imagery in RGBI. (optional)
 - a. The acquisition will be performed with our Cessna located at Fullerton Airport, which has installed a LiDAR Unit and a high resolution camera.
2. Classify the LIDAR data and create the Orthophoto. (optional)
 - a. The classification of the LIDAR data will be done with Microstation V8i and Terrasolid suite. The Orthophoto will be generated with Agisoft Photoscan and georectified with the LIDAR Data
3. Generation of NDVI for vegetation health (normalized difference vegetation index). (optional)
 - a. The NDVI Generation is done by applying the NDVI Formula to the images
4. CHM (Canopy Height Model) and Individual points and polygons Tree extraction with Height, Volume and Crown Radius.
 - a. To determine canopy height, we need to subtract the bare earth surface (DEM) from the first return surface (DSM). Tree extraction is done with an inhouse tool to detect dominant treetops and outline tree crowns, both of which are applied to a rasterized canopy height model (CHM), which is generally derived from LiDAR. In short, a moving window scans the CHM, and if a given cell is found to be the highest within the window, it is tagged as a treetop. The size of the window itself changes depending on the height of the cell on which it is centered. This is to compensate for varying crown sizes, with tall trees having wide crowns and vice versa. We won't do any field work.

$$\text{NDVI} = \frac{(\text{NIR} - \text{Red})}{(\text{NIR} + \text{Red})}$$

Lidar America is well equipped to perform the collection of this data. We understand the particular challenges of the area of interest, and with our technology, we will provide the City with an inventory that would include vegetation over those areas without access, including private property. We have extensive experience producing GIS datasets. This is guaranteed by the Project Manager for this contract Angie Guerrero.

This will be ideal in preparation for any challenge that may require additional resources or manpower.

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.

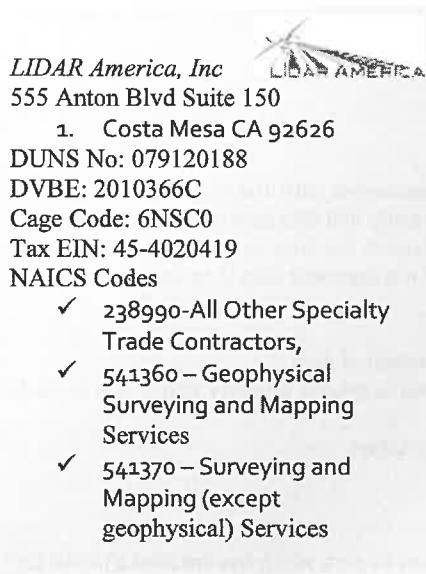
Sincerely,



Juan J Beltran
CEO LIDAR America
555 Anton Blvd, Suite 150
Costa Mesa, CA 92626 USA
Tel: (714) 752-6903/07
juan@lidar-america.com



2. Lidar America Background: Past Performance and Capability Statements



Since 2013, **Lidar America Inc.**, a California based geospatial corporation, has been executing Aerial Photography and Aerial Surveying with wide-ranging experience throughout the continent, and certified for a U.S. Operator conducting NAFTA/ USMCA Specialty Air Services in Aerial Mapping. We specialize in unique GIS solution. Our highly qualified and compromised team of licensed and ASPRS certified photogrammetrists, LiDAR specialists, whom have extensive experience planning, acquiring, processing, and analyzing photogrammetric and LiDAR data (topographic or bathymetric) make us great for complex projects large and small. Our LiDAR Sensors are fully integrated with our **Phase One 150mp camera RGB and NIR**, which increased productivity for a range of aerial image acquisition projects as it provides wider aerial coverage compared to Phase One's previous generations. Furthermore, the proposal will describe in detail some of our previous projects, along with our technology capabilities (software and equipment), and our State of the art that demonstrates our skills to handle, integrate and produce all sorts of geospatial data deliverables. Thus, if awarded, Lidar America can assure high-quality data at the best timing and best price points, for The City Huntington Park.

As part of our background and to explain why our approach would be appropriate for this project, we found no better way than showing what we did for The City of Madison.

The City Of Madison Leaf On 2019- LiDAR + Hyperspectral Orthophoto Collection



LiDAR Classified

Species 1

Species 2

In summer 2019, Lidar America Collected Leaf On Aerial Survey Collection of Lidar, Multispectral & 4 Band 1ft Imagery. The purpose was to create thematic maps for the identification of tree species and their classification in polygons. Collection concluded in September and processing of Individual technologies faced some challenges such as large files fusion along with delivery limitation from the city. Covid 19 in March 2020, postponed normal working hours. The City of Madison, as well as Lidar America collaborated to extend the contract and reach the objectives. The Classification of High Vegetation from LiDAR data in 3 species to create thematic maps identifying from the different vegetation and using color filters from the contrast obtained with the different spectral firms obtained with the Infrared Camera and the VNIR/SWIR camera, overlayed with the intensity images obtained from LiDAR and the geometric canopy structure obtained with LiDAR point of cloud.

Our team has done multiple LiDAR classifications specially Canopy classification, please refer to the following link for sample data download and more information would be available upon request.

<https://workdrive.zohoexternal.com/external/o338ef00582add0a78b2a1ba3eb45053cb43f29f0fb990efc09887aafe081578/download>

3. Qualifications and experience of our Personnel

Juan Beltran (CEO of Lidar America) will personally verify administrative and operational workflow that will be used for performing the proposed contract. However, different disciplines and tasks have been distributed as follows:

- Juan Beltran -Project Manager – Point of Contact- juan@lidar-america.com
- Olabode Olushi, Geospatial Analyst.
- Breian Mendes, Sr. Photogrammetrist/Ground Surveyor

3.1. Staff

Lidar America's personnel

Name	Position	Activities	Experience
Juan Beltran	CEO	President	Expert in aerial surveys since 2011
Angelica Guerrero	COO	Operation Officer	5 years in Lidar America
Merari Baez	Admin director	Finance and Accounting	10 years in experience with office administration.
Jason Edwards	CFI	Pilot Instructor	CFI & Commercial Part 135 Pilot. More than
Mike Draznin	PIC	Aerial Survey Pilot	21 Missions of Aerial Surveys with Lidar America, including extreme weather areas such as Alaska
Olabode Olushi	Lidar Analyst	Geospatial Analyst	More than 6 years of experience in aerial surveys and supervision of pipelines
Breian Mendez	Photogrammetry Surveyor	Topographic photogrammetry engineering	More than 3 years of International experience in projects all over the continent with Lidar America
Randy Gaona	Design	Expert in photogrammetry and processing Imagery	More than 4 years of International experience in projects all over the continent

Careful planning and open, two-way communication are keys to successful project management.

Managing On-Call Contracts. All members of our management team have significant experience managing on-call contracts and know how to assign resources with the appropriate skill sets to complete project work for clients, including on relatively short notice. We have a strong bench of professional and technical staff in our head quarters in Costa Mesa and operations office at Fullerton Municipal Airport in the State of California, and can draw staff as needed.

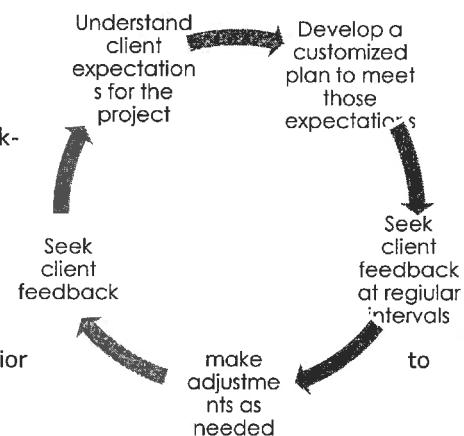
Our project managers are careful not to over-promise and under-deliver, and make a concerted effort to provide accurate and realistic schedules and price quotes when we submit bids and proposals. As a result, LIDAR AMERICA enjoys a track record of minimal, if any, change orders on the projects we work on.

Communication Plan. Projects run smoother when a clear communications protocol is established at the beginning of a project. LIDAR AMERICA follows a closed loop communication process (see diagram to right) to ensure projects start, progress, and conclude in accordance with our clients' expectations. It is in the best interests of all parties if feedback and clarifications are sought and provided promptly, so adjustments can be made immediately.

A specific communication plan detailing days/times of availability and best methods of contact will be established with The Council during the project kick-off meeting.

Quality Assurance/Quality Control (QA/QC).

LIDAR AMERICA strives to perform all projects not only in a timely and efficient manner, but also in a manner that is scientifically defensible. Even after field activities are completed, QA/QC continues through the reporting process, with senior-level staff review and certification of each client report prior delivery to ensure compliance with all project requirements and professional expectations for organization, clarity, accuracy, and completeness.



3.1.1. LiDAR, Photogrammetry & GIS Expertise

Our Team Manager, Juan Beltran (Certified trainer for GeoCue LP360) and all our Engineers are experts in LiDAR point cloud classification. Our LiDAR Specialist have been created with the specifics requirements of the projects, considering different features as the topography, terrain relief, ground cover, and natural and man-made features. To prepare this proposal, sample data has been processed to generate an updated Classification. To produce the classification requested, LiDAR America will create a project in TerraScan with a Semi-automatic approach. Where our GIS specialist created single instruction that expands automatically into a set of instructions to discriminate the point of cloud considering the number of returns of a pulse, intensity, elevation, slope and height from the ground to classify the point cloud for height criteria.



Figure 2 magenta for City existent Inventory, Green for the Inventory prepared by Lidar America

Note: Some recommendations aroused from data review in preparation for our proposal, and will be mentioned in the fee schedule/ Cost Proposal

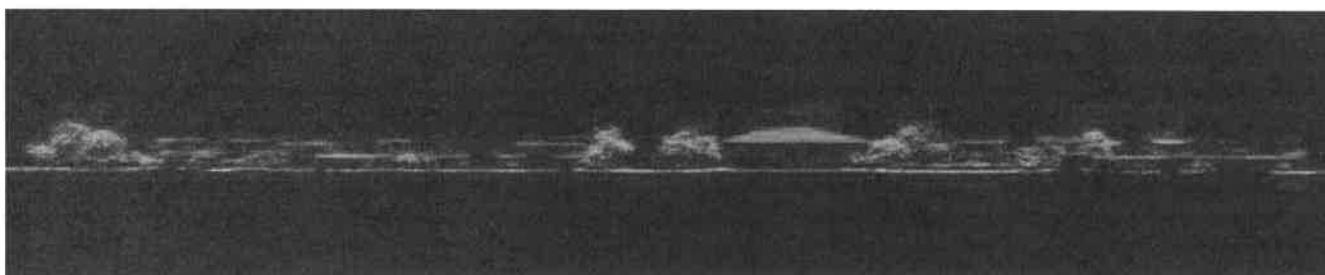


Figure 3 Profile view for classification verification

4. Proposed Personnel Resumes

Juan Beltran

CEO President

Phone (714) 752-6903

Email juan@lidar-america.com

Juan Beltran CEO, with more than 10 years of experience in LiDAR, from logistics, acquisition, processing in LP360 and Microstation using Terramatch, Terrascans, Terramodel, Terraphoto and Global Mapper. Supporting all production, acquisition, and field departments. Company operation analysis, P&L responsible.

- ✓ Certified trainer for GeoCue LP360.
- ✓ QAQC Auditor.
- ✓ FAA Certified Pilot License No. 4450418
- ✓ Rescue SCUBA Diver Certified by PADI Diver No. 14120H1911
- ✓ CBC California boating license B657422546
- ✓ Certified in Operation Management ID AC-345-1158013
- ✓ ASPRS Member ID 71601



Key Projects with Lidar America

*The Grand Canal of Nicaragua Topo-Bathymetric Lidar Analyst & LiDAR Processing coordination
*KRCR Kings River Conservation District Topo Bathymetric LiDAR Lidar, as Project Manager

*LiDAR Aerial Collection along with Orthometric Imagery for the Laredo TX International bridge

*LiDAR & Ortho Imagery 517 Km2 for aerial imagery and LiDAR for the I-10 Corridor Contract in Ontario, CA Lidar Analyst
*Aerial Photography and Lidar Over for SRK Consulting Canada. Mining area in Mexico, as Project Manager and LiDAR Analyst

*Geotechnical survey & LiDAR aerial collection for QL1 (8ppm accuracy 10cm) & 10cm pixel Orthoimagery over 150H within the "Lime Mine in Agua Prieta Sonora",

*LiDAR & Ortho Imagery 517 Km2 for aerial imagery and QL2 LiDAR The City Of Pomona, CA as Project Manager

*Leaf On Aerial Survey Collection of Lidar, Multispectral (4 Band 1ft Imagery) and Multispectral Imagery for the City of Madison and LiDAR Analyst

Employment

LIDAR AMERICA INC

Founder CEO

Oct 2012 - Present

Manages both field acquisition and in-house processing of Lidar, Photogrammetry, 3D printing, NIR and Geophysical projects.

Digital Mapping

Marketing and Business Development

Location Hong Kong

May 2012 – Oct 2012

Juan Beltran was responsible to analyze, evaluate and develop marketing and sales plans and strategies to increase sales and to open the Spanish and Portuguese speaking countries, as well to analyze potential clients and to define the correct contact channel to reach the key decision makers, following this line, He was also responsible for the sales team in Australian, African and South-American Markets where conducted correct sales and customer support to assigned clients, due to such position required continuous traveling and remote skills abilities

Education

Centro de Estudios en Ciencias de la Comunicación, A.C.

1994 – 1998

Activities and Societies: Marketing research, Advertising Campaigns, Marketing Plans for specific product, teamwork Advertising Agency.

Advance Learning Interactive Systems Online

Issued date and, if applicable, expiration date of the certification or license Issued Aug 2012 No Expiration Date

Olabode Olushi
Sr. Lidar Analyst
Phone (289) 228-6828

Email olabode@lidar-america.com

As Senior Lidar Analyst, Olabode Olushi utilizes his background in both Computer Science and his extensive experience as GIS expert to process Lidar data with vigorous efficiency. His team, which varies between 2-5 data processors, is responsible for importing, analyzing, classifying, and performing various quality assurance (QAQC) checks of field data. With Bell and Optech as former employers, Olabode is fluent with several GIS applications.



Key Projects at Lidar America

*The Grand Canal of Nicaragua Topo-Bathymetric Lidar Analyst, this was his first project With LiDAR America!

*KRCD Kings River Conservation District
Topo Bathymetric LiDAR Lidar, as Lidar Analyst and Chief GIS Analyst.

Employment

*LiDAR & Ortho Imagery 517 Km2 for aerial imagery and LiDAR for the I-10 Corridor Contract in Ontario, CA as Chief Lidar Analyst

*Aerial Photography and Lidar Over for SRK Consulting Canada. as Chief LiDAR Analyst

*LiDAR & Ortho Imagery 517 Km2 for aerial imagery and QL2 LiDAR The City Of Pomona, CA as Chief LiDAR Analyst

*Leaf On Aerial Survey Collection of Lidar, Multispectral (4 Band 1ft Imagery) and Multispectral Imagery for the City of Madison as Chief LiDAR Analyst

LIDAR AMERICA INC

Lidar Analyst

March 2015 - Present

LiDAR Production and performing quality assurance/ quality check of various digital, photogrammetric and GIS data using TerraScan, MicroStation, LP360, ArcGIS, QT Modeler and Optech LMS Data processing experience using Applanix POSPac to process raw GPS data and produce smoothed best estimate trajectory (SBET) that is used to produce LAS files.

OPTECH

Lidar Data Analyst/Support

Nov 2014 - Jan 2016

Responsible for importing, analyzing, extracting and performing quality assurance on GPS and LiDAR data collected by the organization's Flight Ops or customer and preparing this data for delivery to the senior technical analysts
Perform digital data processing and image processing. Document data discrepancies when processing data and bring to the attention of the data project manager.

BELL (Canada)

Geospatial Analyst

Aug 2014 - Nov 2014

Compiled and transformed competitive data from a variety of internal and external sources. Analyzed price levels and pricing effectiveness to complement competitive intelligence.
Automated creation and management of map services published to ArcGIS Server using pythonarc.py in order to improve the efficiency of maps, data processes and accurately documented steps while meeting the needs of problem statement

Education

Niagara College, Niagara-on-the-Lake, ON

June 2014

Post Graduate Certificate in GIS/Geospatial Management

University of Lagos

2009

B.S. Computer Science

Breian Flores
Sr. Photogrammetrist/Ground Surveyor
Phone (562) 682-9349
Email : breian@lidar-america.com



As our "in house" licensed photogrammetrist, Breian is primarily in charge of processing imagery and topography. With his years of experience, we are confident in his ability to process and manage the orthorectification, mosaics, color balancing and correction, orthogonal imagery and processing of NIR data. He runs a processing team that varies between 2-4 individuals depending on size and scope of a particular project. Outside of the office, Breian is also our chief ground surveyor for international projects and manages a crew that varies from 3-16 field members. He is an extremely versatile employee and further, his eye for detail is meticulous.

Key Projects at Lidar America

*Laredo International Bridge Topo Bathymetric survey (aerial LiDAR & orthophoto integrated with echosounder data) as Project Manager
*KRCR Kings River Conservation District Topo Bathymetric LiDAR Lidar, as In field Bathymetric Operator and Ground Coordination

*LiDAR Aerial Collection along with Orthometric Imagery for the Laredo TX International bridge, LiDAR & Bathymetry Integration in 5 projections
Employment

*LiDAR & Ortho Imagery 517 Km2 for aerial imagery and LiDAR for the I-10 Corridor Contract in Ontario, CA As Topography Manager
*Aerial Photography and Lidar Over for SRK Consulting Canada. as LiDAR Project Manager for In field Ops.

*Geotechnical survey & LiDAR aerial collection for QL1 (8ppm accuracy 10cm) & 10cm pixel Orthoimagery over 150H within the "Lime Mine in Agua Prieta Sonora",

*LiDAR & Ortho Imagery 517 Km2 for aerial imagery and QL2 LiDAR The City Of Pomona, CA as Topography & Photogrammetry Specialist
*Leaf On Aerial Survey Collection of Lidar, Multispectral (4 Band 1ft Imagery) and Multispectral Imagery for the City of Madison as Infield leader and Photogrammetry specialist

LIDAR AMERICA INC

Senior Photogrammetrist/Ground Surveyor

Feb 2016 - Present

Manage and process aerial imagery, orthorectification, mosaics, color balancing and correction, orthogonal imagery and NIR data. At time serves as an operator for Lidar, VLF and magnetic aerial surveys. Has a lot of experience operating and processing data from radio bathometric systems. Serves as chief ground surveyor for international projects. When needed, helps process and QAQC's Lidar data.

IMG

Photogrammetrist and Topographer

March 2014 - 2016

Manage and process aerial imagery, orthorectification, mosaics, color balancing and correction, orthogonal imagery and NIR data. Also serves as ground surveyor for international projects

Education

Instituto Politecnico Nacional

Bachelor Degree in Topography & Photogrammetry Engineering (Ing Topografo y Fotogrametrista)

2010-2014

Universidad de Antofagasta

Geodetic Engineering Specialty (Ingenieria Geodesta)

2014-2016

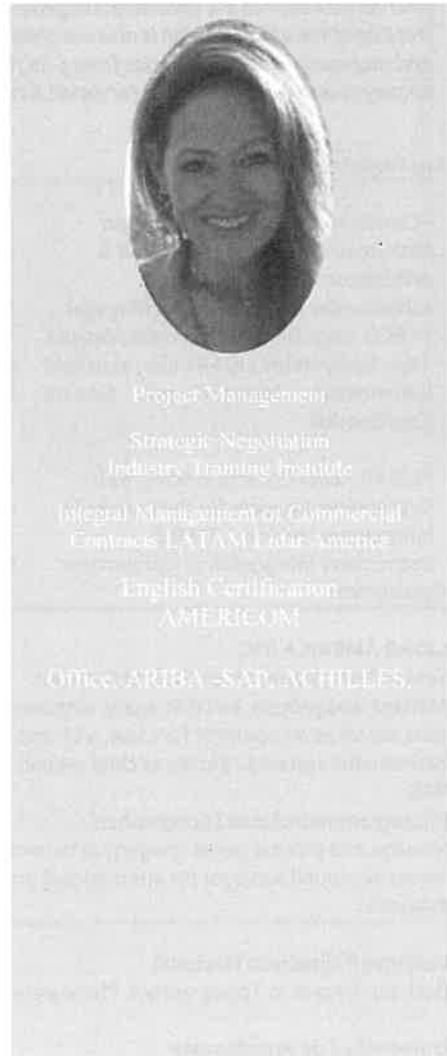
BEATRIZ ANGELICA GUERRERO GAYON

10 years of experience in remote sensing mapping projects for topography, bathymetry, and geophysics developing administrative activities, AB costs review, contracts, tenders, audits, estimates, as well as negotiation, execution and projects closing.

SPECIFIC EXPERTISE

- Project Manager for "FEL3 Project Ethane Terminal, Braskem Idesa, Coatzacoalcos Veracruz", for FLUOR CORP (ICA FLUOR DANIEL S. DER.L. de C.V.) February 2021- February 2022.
<https://www.braskemidesa.com.mx/press-releases-en-detalhe;braskem-idesa-announces-an-agreement-with-pemex-for-ethane-supply-and-development-of-an-import-terminal>
<https://www.hydrocarbons-technology.com/news/newsbraskem-contract-for-pet-chem-project-mexico/>
- Project Laredo International Bridge Topo Bathymetric survey (aerial LiDAR & orthophoto integrated with echosounder data) as Admin Project Management
- Contract Admin Manager for Geotechnical survey & LiDAR aerial collection for QL1 (8ppm accuracy 10cm) & 10cm pixel Orthoimagery over 150H within the "Lime Mine in Agua Prieta Sonora" as Subcontract Management for CISAR and Grupo Mexico
<https://www.gmexico.com/en>
- LiDAR & Ortho Imagery 517 Km2 for aerial imagery and LiDAR for the I-10 Corridor Contract in Ontario, CA As Admin and closing Manager for *Lane-Security Paving Joint Venture Company*
<https://lanesecurityjv.com>
- Aerial Photography and Lidar Over for SRK Consulting Canada. as Remote Admin & Ops Manager for LiDAR Project.
- Leaf On Aerial Survey Collection of Lidar, Multispectral (4 Band 1ft Imagery) and Multispectral Imagery for the City of Madison as Closing Project Management
- KRCD Kings River Conservation District Topo Bathymetric LiDAR Lidar, as admin and closing project manager for KRCD projects 2018 & 2019

AERIAL PROJECT MANAGEMENT

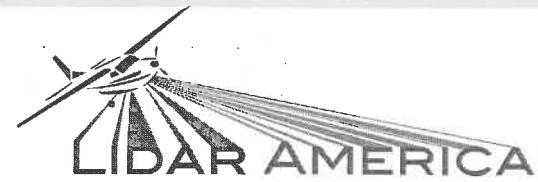


5. References

Awarded Projects	DATE - VALUE	VALUE SCOPE OF WORK & ACHIEVEMENT	REFERENCES
KRCD Kings River Conservation District 112 Square Miles and 63 Square Miles	Jun/2018 Feb/2019 \$700,000.00 DEM,DTM, contours, LAS classified, orthos	On behalf of KRCD, we collected lidar, bathymetric, and high-resolution photographs on kings river. This project was split into project 1 – lower, and project 2 – upper. The objective of this project was to fuse and model the topography from the lidar data classified as bare earth and the bathymetric data acquired with our echo sounder system. This model serves to simulate flood scenarios and other engineering planning of the region	Address: 4886 East Jensen Avenue, Fresno, CA, 93725 Contact Name: Richard Hoelzel Phone : (559) 217 4283 Email: rhoelzel@gmail.com
SRK, CONSULTING, SAN LUIS MEXICO	JAN/2019 \$62,205 DEM,DTM, Contours, LAS Classified, Orthos	Aerial Photography and Lidar Over Mining area in San Luis Mexico, for explorations and other Engineering planning	Warren Medernach BGIS(Hons), GISP. Mobile: +1-306-227-2955; Direct: +1-306-955-4783 wmedernach@srk.com
Lane-Security Paving Joint Venture Company	RGB Orthoimagery	Aerial Photography over the area of Ontario, for Road Paving planning. Collection was made in February 4th 2019.	Montana Bahls Associate Engineer MGBahls@lanesecurityjv.com M 702-274-9114
THE CITY OF POMONA, CA	APR/2019 \$22,999.00 Ortho	Aerial Photography over the area of Pomona. Delivery Programed for June 28th	Damian Martinez damian_martinez@ci.pomona.ca.us Ph (909) 620 2039
CITY OF MADISON	Ago / 2019 – Oct / 2021 \$163,000	Leaf On Aerial Survey Collection of Lidar, Multispectral (4 Band 3" Imagery) and Multispectral Imagery to create thematic maps for the identification of tree species and their classification in polygons. Collection has concluded and processing of Individual technologies, Now Lidar America is working on the fusion of all sensors data to create thematic maps to identify different tree species using color filters from the contrast obtained with the different spectral firms obtained with the Infrared Camera and the VNIR/SWIR camera, overlayed with the intensity obtained from LiDAR and the geometric canopy structure obtained with LiDAR point of cloud.	Phil Gaebler, P.E. Water Resources Engineer City of Madison 210 Martin Luther King Jr Blvd Rm 115 Madison ,WI 53703 PGaebler@cityofmadison.com Office 608-266-4059
IEMS Americas Laredo International Bridge	Dec/2020 \$68,000.00 USD DEM, DTM, Contours, LAS	LiDAR Aerial Collection along with Orthometric Imagery. Data set shall be integrated with maned single beam bathymetric survey executed a couple of weeks after aerial survey. Many GIS datasets were delivered along with transversal sections and digital models with and without manmade constructions. The data sets	Scott Koolik President & CEO scott.koolik@iemsamericas.com Office: +52 (81) 80476464 Ext.118 US Phone: +1 305-935-9295 Mobile: 561-451-6340 3173 NW 59th Street, Boca Raton, FL 33496 USA

	Classified, Orthos Bathymetry with LAS integration	accuracies collections should comply with USA's and Mexican parameters and legislation	
CISAR (Consultoría Ingeniería y Servicios AR, S.A de C.V.)	<i>Nov-2020</i> \$53,300.00 DEM, DTM, Contours, LAS Classified, Orthos & Soil Mechanics	LIDAR , ORTHOPHOTO & GEOTECHNICAL SURVEY LiDAR aerial collection for QL1 (8ppm accuracy 10cm) & 10cm pixel Orthoimagery over 150H within the "Mina de Cal in Agua Prieta Sonora", Mexico. GIS information merged with geotechnical survey of 9 perforations (STP Probing every 25m)	Ing. Antonio Ríos Curiel President & Director Calle Perpetua 40, Piso 1, Col. San José Insurgentes. Del. Benito Juárez CDMX CP 39000 Office: +52 5523 44-58 (81)
Mina Agua Prieta			
CISAR (Consultoría Ingeniería y Servicios AR, S.A de C.V.)	<i>Mar-2021</i> \$53,307.00 DEM, DTM, Contours, LAS Classified, Orthophoto	LIDAR , ORTHOPHOTO & TOPOGRAPHY LiDAR aerial collection for QL1 (8ppm accuracy 10cm) & 10cm pixel Orthoimagery over 150H within the "Mina de Cal in Agua Prieta Sonora", Mexico. GIS information merged with geotechnical survey of 9 perforations (STP Probing every 25m)	Ing. Antonio Ríos Curiel President & Director Calle Perpetua 40, Piso 1, Col. San José Insurgentes. Del. Benito Juárez CDMX CP 39000 Office: +52 5523 44-58 (81)
Mayan Train TM-005			
FLUOR CORP (ICA FLUOR DANIEL S. DE R.L. de C.V.)	<i>ABR/2021</i> \$143,700.00 Hydrology, Topography, Soil Mechanics, Geo radar	Topography and other Soil Mechanics, performed by Subcontractor for engineering planning of Pipeline	Adriana Figueroa ICA FLUOR Subcontract Engineer adriana.figueroa@icafluor.com
JMC INGENIERIA SA DE CV	<i>AGO/ 2021</i> \$123,700.00 Topography, Soil Mechanics, Geo radar	<i>Executive project for the construction of roads Railways and induced structures For access to the new specialized terminal of Containers and the port of birds, veracruz</i>	Ing. Juan Carlos Miranda Director General JCM Ingeniería y Consultoría, S.A. de C.V.
FLUOR CORP (ICA FLUOR DANIEL S. DE R.L. de C.V.)	<i>JUN/2021</i> \$130,249.00 Hydrology, Topography, Soil Mechanics,	Topography and other Soil Mechanics, performed by Subcontractor for engineering planning of Deck 8 Laguna Pajaritos	Adriana Figueroa ICA FLUOR Subcontract Engineer adriana.figueroa@icafluor.com

Resumes for our key personnel of Lidar America are part of our attachments. The Attachment pages will go in depth on key details about each key team member highlighting individual education, experience, duties, and key projects worked on



Request For Citywide Tree Inventory Collection and Arborist Services

**Technical & Economic
Proposal
LiDAR and Orthoimagery
Processing and Classification**

LiDAR America Inc.
Juan J Beltran,
CEO / President
555 Anton Blvd, Suite 150
Costa Mesa,
CA 92626 USA
Tel: (714) 752- 6903

Submitted to:
City Of Huntington Park

6550 Miles Ave
Huntington Park, CA 90255
Contact: Cesar Roldan
323.584.6320
croldan@hpcagov

6. Fee / Schedule Cost Proposal

Proposed Budget Overview

Position	Staff	Hrs	Rate	Total
Project Manager - Aerial mapping	Juan Beltran	18.00	\$185.00	\$3,330.00
Administrative Support	Guerrero / Merari Baez	9.00	\$65.00	\$585.00
Project Manager - Topographic Engineer / Photogrammetrist	Leonardo Mendez	107.67	\$87.00	\$9,367.00
GIS Technician / Production Manager	Olabode Olushi	61.67	\$61.00	\$3,761.67
GIS Analyst IV	Randy Gaona	179.00	\$35.00	\$6,265.00
Total				\$23,308.67
TASK 2 - Arborist Assessment		Hrs	Rate	Total
Feedback and corrections in site inspections	Arborist	35.21	\$71.00	\$2,500.00
			TOTAL	\$25,808.67

Optional Services and Deliverables with core service

Position	Staff	Hrs	Rate	Total
Project Manager - Aerial mapping	Juan Beltran	22.00	\$185.00	\$4,070.00
Airborne Mission Planner / Remote Operator	TBD	15.00	\$28.00	\$420.00
Lead Survey Pilot / FAA CFI MEII	Jason Edwards	17.00	\$83.00	\$1,411.00
Administrative Support	Guerrero / Baez	11.00	\$65.00	\$715.00
Project Manager - Engineer / Photogrammetrist	Leonardo Mendez	77.00	\$87.00	\$6,699.00
Surveying Technician	TBD	11.16	\$35.00	\$390.58
GIS Technician / Production Manager	Olabode Olushi	130.00	\$61.00	\$7,930.00
GIS Analyst IV	Randy Gaona	206.00	\$35.00	\$7,210.00
Total				\$28,845.46
TASK 2 - Arborist Assessment		Hrs	Rate	Total
Feedback and corrections in site inspections	Arborist	36.00	\$71.00	\$2,500.00

Expenses	Notes	Hours	Rate	Total
Aircraft		10	\$300.00	\$3,000.00
Airborne LiDAR		10	\$425.00	\$4,250.00
Aircraft Fuel 20 Gal per hr	hr	10	\$145.00	\$1,450.00
				\$8,700.00
			Total	\$40,045.58

Proposed Schedule
 Citywide Tree Inventory
 Collection and Arborist
 Services
 Processing Only
 LiDAR America, INC



Pricing / Cost: **\$25,808.67**

Project Start:

Display Week: 1

Task	Assigned To	Units	Hours	Cost	Start	End	Days
TASK 1 _ Inventory Collection							
Phase 1 - Planning (Advance Payment)			\$2,847.50	11	\$1,675.00	10/5/22	10/15/22
Award, Contract Negotiation and Initial Meeting	Juan Beltran	HR	\$185.00	8	\$1,480.00	10/5/22	10/12/22
Risk & Communication Plan	A Guerrero	HR	\$65.00	3	\$195.00	10/13/22	10/15/22
Phase 4 Data Processing							
Data Down Load		HR	\$35.00	15.00	\$525.00	10/15/22	10/17/22
Tiling (New Data Only)	Olabode Olushi	HR	\$61.00	0.00	\$0.00	10/17/22	10/19/22
Ground Classification, Low Noise & High Noise QC	Olushi / Randy Gaona	HR	\$96.00	4.00	\$384.00	10/17/22	10/18/22
Point of Cloud Classification	Olushi / Randy Gaona	HR	\$96.00	14.00	\$1,344.00	10/18/22	10/19/22
Intensity Images	Olushi / Randy Gaona	HR	\$96.00	1.50	\$144.00	10/19/22	10/20/22
Projection WGS84 to CRS requested	Olushi / Randy Gaona	HR	\$96.00	1.50	\$144.00	10/20/22	10/21/22
DEM / MDE	Olushi / Randy Gaona	HR	\$96.00	1.50	\$144.00	10/21/22	10/22/22
Bridges Remove	Olushi / Randy Gaona	HR	\$96.00	1.50	\$144.00	10/22/22	10/23/22
NDVI & Inventory	Olushi / Randy Gaona	HR	\$96.00	35.00	\$3,360.00	10/23/22	10/27/22
Projection WGS84 to CRS requested	Olushi / Randy Gaona	HR	\$148.00	2.67	\$394.67	10/18/22	10/21/22
Imagery Georef. RoboGeo	Mendez & Randy Gaona	HR	\$98.00	0.00	0.00	10/15/22	10/15/22
RGB - NIR Raw to Georeferenced Orthos	Randy Gaona	HR	\$35.00	0.00	0.00	10/15/22	10/15/22
Composite	Randy Gaona	HR	\$35.00	0.00	0.00	10/15/22	10/15/22
Image Stitching	Randy Gaona	HR	\$35.00	0.00	0.00	10/15/22	10/15/22
Aerial Triangulation with LiDAR data as control surface	Mendez / Randy Gaona	HR	\$122.00	21.00	2562.00	10/19/22	10/21/22
Imagery Processing/ Rectification w/ Intensity Images	Mendez / Randy Gaona	HR	\$122.00	42.00	\$5124.00	10/21/22	10/26/22
Digital Canopy Height Model	Mendez / Randy Gaona	HR	\$122.00	42.00	\$5124.00	10/26/22	10/31/22
Metadata	Olabode Olushi	HR	\$61.00	0.00	0.00	10/26/22	10/28/22
Delivery							
Data Set & Report	Guerrero / Merari Baez	HR	\$65.00	6.00	\$390.00	10/31/22	11/3/22
QAQC for Inventory dataset	Juan Beltran	HR	\$185.00	10.00	\$1,850.00	11/3/22	11/8/22
TASK 2 - Arborist Assessment							
Feedback and in site inspections	Arborist	HR	\$35.21	71.00	\$2,500.00	11/8/22	12/6/22
Warranty						12/6/22	6/4/23
							181



Optional Schedule

Citywide Tree Inventory Collection and Arborist Services
Aerial Collection
LIDAR America, INC

LIDAR AMERICA

Amount / Cost: **\$40,045.58**

Project Start:
Display Week:

Wed, 10/5/2022
1

TASK	ASSIGNED TO	UNITS	Hours	Cost	Progress	START	END	Days	
TASK 1 - Inventory Collection									
Phase 1 - Planning (Aerial Payment)									
Award, Contract Negotiation and Initial Meeting	Juan Beltran	10	\$185.00	6	\$1,110.00	100%	10/5/22	10/14/22	10
Flight Plan	Juan Beltran	10	\$185.00	4	\$740.00	100%	10/11/22	10/13/22	2
Arrangements for restricted Airspace	PIC	10	\$83.00	2	\$166.00	100%	10/13/22	10/14/22	1
Ground Survey Plan	Leonardo Mendez	10	\$87.00	4	\$348.00	100%	10/13/22	10/14/22	1
Risk & Communication Plan	A Guerrero / PIC	10	\$146.00	3	\$438.00	100%	10/12/22	10/14/22	2
Assessment Plan PDF delivery	A Guerrero / PIC	10	\$146.00	2	\$292.00	100%	10/13/22	10/14/22	1
Phase 2 - Collection									
Deployment of Surveying Team	Brian Mendez	10	\$81.00	2	\$162.00	100%	10/14/22	10/15/22	1
Verification in site & Weekly Report	Surveying Technician	10	\$35.00	4	\$140.00	100%	10/15/22	10/17/22	2
Allocation GCP & Weekly Report	Surveying Technician	10	\$35.00	6	\$210.00	100%	10/13/22	10/17/22	4
Ground Control report	Brian Mendez	10	\$87.00	5	\$435.00	100%	10/11/22	10/18/22	7
QC	Brian Mendez	10	\$87.00	5	\$435.00	100%	10/13/22	10/21/22	8
Aerial Collection Acquisition, Area 1									
McLaren	PIC / Operator	Fuel & Man-HR	\$88.00	2	\$176.00	100%	10/15/22	10/15/22	1
ATC coordination / Calibration/ Pilot area Collection	PIC	HR	\$0.00	0	\$0.00	100%	10/15/22	10/15/22	1
QC Pilot Area Delivery	PIC / Operator	Flight / Operator	\$0.00	0	\$0.00	100%	10/16/22	10/17/22	1
Collection Flights and Daily Reports	PIC / Operator	Fuel / Aircraft / Man-HR	\$981.00	8	\$7,848.00	100%	10/15/22	10/20/22	5
Maintenance service	FAA Mechanics M&P / A	N/A	\$0.00	0	\$0.00	100%	10/20/22	10/20/22	1
QC Religies	PIC / Operator / Giscode Gis	N/A	\$0.00	0	\$0.00	100%	10/21/22	10/23/22	2
Daily Report	Operator	HR	\$28.00	4.4	\$122.88	100%	10/15/22	10/13/22	9
Phase 3 - Data Processing									
Flight Line Alignment QC (few data Only)	Dush / Randy Gaona	10	\$23.00	23.11	\$538.89	100%	10/17/22	10/22/22	5
Tiling (New Data Only)	Giscode Gis	10	\$61.00	2.00	\$122.00	100%	10/22/22	10/24/22	2
Ground Classification, Low Noise & High Noise QC	Dush / Randy Gaona	10	\$96.00	4.00	\$384.00	100%	10/14/22	10/28/22	15
Point of Cloud Classification	Dush / Randy Gaona	10	\$96.00	38.00	\$3,648.00	100%	10/22/22	11/1/22	5
Intensity Images	Dush / Randy Gaona	10	\$96.00	6.00	\$576.00	100%	11/1/22	11/5/22	5
Projection WGS84 to CGS requested	Dush / Randy Gaona	10	\$96.00	6.00	\$576.00	100%	11/5/22	11/9/22	4
DEM / MDE	Dush / Randy Gaona	10	\$96.00	6.00	\$576.00	100%	11/9/22	11/13/22	4
Bridges Remove	Dush / Randy Gaona	10	\$96.00	6.00	\$576.00	100%	11/13/22	11/17/22	4
ADM & inventory	Dush / Randy Gaona	10	\$96.00	50.00	\$4,800.00	100%	11/17/22	11/21/22	4
Projection WGS84 to CGS requested	Dush / Brian Mendez	10	\$146.00	1.00	\$146.00	100%	10/28/22	10/30/22	2
Intensity Gisref / RoboGeo	Mendez & Randy Gaona	10	\$122.00	6.40	\$780.80	100%	10/17/22	10/25/22	8
ROI - NIR Raw to Georeferenced Ortho	Randy Gaona	10	\$25.00	6.40	\$160.00	100%	10/25/22	11/1/22	9
Composite	Randy Gaona	10	\$25.00	2.00	\$50.00	100%	11/2/22	11/4/22	2
Image Stitching	Randy Gaona	10	\$33.00	1.00	\$33.00	100%	11/4/22	11/6/22	2
Aerial Triangulation with LiDAR data as control surface	Mendez & Randy Gaona	10	\$122.00	1.00	\$122.00	100%	11/6/22	11/8/22	2
Intensity Processing / Rectification w/ Intensity Images	Mendez & Randy Gaona	10	\$122.00	12.00	\$1,464.00	100%	11/8/22	11/10/22	2
Digital Canopy Height Model	Mendez & Randy Gaona	10	\$122.00	26.00	\$3,172.00	100%	11/16/22	11/16/22	1
Metadata	Giscode Gis	10	\$61.00	8.00	\$488.00	100%	11/16/22	11/18/22	2
Delivery					\$2,240.00				
COC Report	A Guerrero / Moran Diaz	10	\$65.00	6.00	\$390.00	100%	11/18/22	11/21/22	4
COC for inventory dataset	Juan Beltran	10	\$285.00	10.00	\$2,850.00	100%	11/21/22	11/26/22	5
TASK 2 - Arborist Assessment	Arborist	10	\$35.21	71.00	\$2,500.00	100%	11/26/22	12/7/22	12
Feedback and corrections in site inspections									
Warranty									

ITEM NO. 5



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

October 4, 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:

APPROVE DONATION OF A POLICE SERVICE DOG FOR NARCOTICS DETECTION AND SUSPECT APPREHENSION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to receive a Police Service Dog for narcotics detection and suspect apprehension from Adlerhorst International, LLC.; and
2. Authorize the Chief of Police to take physical possession of the Police Service Dog and assign the canine to the police department's Patrol Division K9 program for police service in the community.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The police department intends to retire PSD "Kaz." PSD Kaz serves the City of Huntington Park as a narcotics detection canine and is also cross-trained to search for, and apprehend suspects. Kaz's has been involved in numerous illicit drug seizures and noteworthy apprehensions of suspects during its tenure, but Kaz has now reached the end of its police service life.

Adlerhorst International, LLC is a leader in police service canine training in California, as well as canine handler training courses and on-going maintenance training. Adlerhorst International, LLC wishes to donate PSD "Ori" to the City of Huntington Park. Ori is valued at \$12,000.00, once fully trained for police service.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with accepting the donation of PSD Ori from Adlerhorst International, LLC.

**APPROVE DONATION OF A POLICE SERVICE DOG FOR NARCOTICS
DETECTION AND APPREHENSION**

October 4, 2022

Page 2 of 2

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

- A. Adlerhorst Donation Letter

ATTACHMENT "A"



ADLERHORST INTERNATIONAL, LLC.

3951 Vernon Avenue * Jurupa Valley, CA 92509
Tel: (951) 685-2430 * Fax: (951) 685-3630 * Email: officet@Adlerhorst.Com
www.Adlerhorst.com

To Whom it may concern:

Adlerhorst International LLC is donation K9 Ori born May 20,2021 to Hunting Park Police Department on September 19, 2022

Ori is valued at \$12,000.

Sincerely

Veronique Reaver
Secretary of Treasury

ITEM NO. 6



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

October 4, 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 RETIREMENT AND OWNERSHIP TRANSFER OF POLICE SERVICE DOG "KAZ"

IT IS RECOMMENDED THE CITY COUNCIL:

1. Approve the retirement of Police Service Dog KAZ; and
2. Approve the transfer of ownership of KAZ to its handler, Sergeant Miguel Fuentes, for the amount of one dollar (\$1.00); and
3. Authorize the City Manager to execute the Release and Waiver of Liability and Indemnity Agreement to effectuate the transfer of ownership of KAZ.

BACKGROUND

Police Service Dog (PSD) "KAZ" is a seven-year-old canine, cross-trained in narcotics detection and suspect apprehension. After five years of loyal service with the Huntington Park Police Department, KAZ has reached the end of its service life. Given that Sergeant Miguel Fuentes has been KAZ's only handler and they have developed an inseparable bond, it is appropriate and prudent to allow KAZ to retire in the care of Sergeant Fuentes so that KAZ can continue living a happy and healthy civilian life.

Since inception of the police department's patrol division K9 program, it has been the City's standard practice to transfer ownership of canines that have reached the end of their police service life to their handler for the nominal sum of one dollar (\$1.00). Similar transfer of ownership is also standard practice among other law enforcement agencies. This practice is in the best interest of the canine and handler, and insulates the City from potential future liability associated with the canine.

Sergeant Miguel Fuentes, PSD KAZ's handler, wishes to obtain ownership of KAZ and it is recommended the Council honor this interest to divest itself of both ownership and vicarious future liability for KAZ.

**CONSIDERATION OF RETIREMENT AND OWNERSHIP TRANSFER OF POLICE
SERVICE DOG "KAZ"**

October 4, 2022

Page 2 of 2

FISCAL IMPACT/FINANCING

The transfer of ownership of KAZ will generate positive revenue of one dollar (\$1.00) to the City's General Fund.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

- A. Release and Waiver of Liability and Indemnity Agreement between the City of Huntington Park and Sergeant Miguel Fuentes

ATTACHMENT "A"

CITY OF HUNTINGTON PARK

"RETIRED" POLICE DOG RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Release, Waiver of Liability and Indemnification Agreement ("Agreement") is made and entered into as the date indicated below by and between and City of Huntington Park, a municipal corporation ("City") and Sergeant Miguel Fuentes ("Police Officer") as follows:

The City of Huntington Park hereby transfers ownership of KAZ ("Retired Police Dog"), a trained police dog, to Police Officer, and will not require the Retired Police Dog's future services as a part of the Huntington Park Police Department's K-9 Unit. In consideration, Police Officer agrees to assume full responsibility, ownership and control of the Retired Police Dog (including its food, shelter, veterinary needs, and any other expenses related to the Retired Police Dog's care and upkeep), and promises, agrees, and covenants to the following waivers, release, and agreements to indemnify City, its officials, officers, employees and agents (collectively and "Indemnified Parties").

- 1. Waiver and Release** Police Officer hereby waives all actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation or otherwise) demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including without limitation death, dismemberment and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the Retired Police Dog from the date of this Agreement. Police Officer expressly acknowledges that he or she is familiar with Section 1542 of the California Civil Code which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor"

Police Officer expressly waives and relinquishes any right and benefit which it may have under Section 1542 of the California Civil Code, or any State or federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the waiver and release set forth in this paragraph. Undersigned understands and acknowledges the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

2. **Indemnity and Hold Harmless.** Police Officer shall indemnify, defend (with legal counsel selected by City) and hold the Indemnified Parties, and each of them, harmless from and against any actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise) demands, claims and causes of action of whatever nature, costs and expenses (including attorneys fees), judgments, orders, decrees, liens and other encumbrances, liabilities, injuries to person (including without limitation, death, dismemberment, and emotional distress), damages (whether to person, property, or business, including without limitation, all forms of monetary recover, whether for general, special, compensatory, or punitive damages, loss or earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the Retired Police Dog from the date of this Agreement.
3. **Notice of Claims.** Police Officer shall provide written notice to City within ten (10) days of the service on or delivery to Police Officer of any claim, demand, suit, action, or other proceeding arising out of or in any way related to the subject matter covered under this Agreement.
4. **Interpretation and Severability.** Police Officer further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full force and effect. This Agreement shall not apply to any actions, proceedings, demands, claims and causes of action arising from the actions of the Retired Police Dog occurring before the date of the Agreement.

Police Officer represents that he or she has had an opportunity to read this Agreement and seek the advice of independent legal counsel and is entering into the Agreement voluntarily.

Name of Police Officer (print): Miguel Fuentes

Address: 6542 Miles Avenue Huntington Park, CA 90255

Signature _____ Date: _____

Item 7



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

October 4, 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 TO ACCEPT REIMBUSHABLE GRANT FUNDING IN THE AMOUNT OF \$174,185 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2020 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Accept reimbursable grant funding and increase estimated revenues in the amount of \$174,185 to account number 230-0000-335.30-70 (State Homeland Security Program (SHSP); and
2. Approve a budget appropriation in the amount of \$160,000 to account number 230-7134-421.74-10 for the purchase of automated license plate reader technology and \$14,185 to account number 230-7134-421.13-00 for police officers overtime pay associated with police active shooter training; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, the grant agreement, and documentation; and
4. Authorize the Chief of Police to acquire the license plate reader technology and accomplish the active shooter training for Huntington Park Police Officers.

BACKGROUND

Each year the U.S. Department of Homeland Security, through the Office of Grants and Training, provides financial assistance for the State Homeland Security Program (SHSP) directly to the California Governor's Office of Emergency Services (CalOES). CalOES then provides funds to the County of Los Angeles as its subgrantee. The County of Los Angeles then distributes the awarded funds to local municipalities within

CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT OF \$174,185 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2020 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

October 4, 2022

Page 2 of 3

the County. The Police Department applied for grant funds available through this program and was awarded \$174,185.

The financial assistance provided by these grant funds is specifically designated to address unique equipment, training, and planning needs to assist the City (Police Department) in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism or other hostile criminal acts. These grant funds are required to be used to supplement existing funds and supplanting is prohibited.

The Police Department specifically applied for these grant funds under the "LE [Law Enforcement] Interoperable Communications Equipment" qualifying criteria in order to continue improving equipment associated with the police radio system. Initially, project funds were intended to assist with the purchase and installation of one (1) Microwave Link that would provide the 911 Dispatch Center ability to regionally connect to all Interoperable Communications Systems throughout the area in support of wide area homeland security. However, the Microwave Link project was completed prior to the grant being awarded due to extensive delays with the award announcement, timelines, and project needs of the implementation of the radio network. The Police Department has requested approval for a grant modification to utilize these grant funds to purchase Automated License Plate Reader (ALPR) camera technology for installation at fixed intersections within the City. ALPR technology captures and processes through law enforcement data systems every vehicle license plate the camera lens can read. The grant modification also includes overtime funding for police active shooter training for police officers to ensure officers are well training on how to respond and handle an active shooter incident at schools or any other location in the City.

The grant modification is pending approval by the California Office of Emergency Services (CalOES). The grant award does allow for relative modifications to the desired method the Police Department wishes to expend grant funds, provided the modifications are approved by CalOES prior to funds being expended. Irrespective of the method the grant funds are expended, the total amount shall not exceed the awarded \$174,185. Should expenditures exceed the awarded amount, the City will be required to utilize General Fund monies to cover any excess amount.

The performance period for this grant award will expire May 31, 2023.

FISCAL IMPACT/FINANCING

No matching funds are required to receive this grant award. The County of Los Angeles provides reimbursement of funds as expenditures are incurred by the City and reimbursement documentation is provided to, and approved by, the County of Los

CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT OF \$174,185 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2020 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

October 4, 2022

Page 3 of 3

Angeles, in accordance with the expenditure and reimbursement guidelines of the Agreement.

It is recommended that City Council approve an increase in estimated revenues in the amount of \$174,185 to account number 230-0000-335.30-70 and approve a budget appropriation in the amount of \$160,000.00 to account number 230-7134-421.74-10 and \$14,185 to account number 230-7134-421.13-00.

LEGAL AND PROGRAM REQUIREMENTS

Reference the Agreement included with this report for legal and program requirements associated with the acceptance of these grant funds.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES

City Manager



COSME LOZANO

Chief of Police

ITEM NO. 8



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

October 4, 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:

RETENTION OF CONSULTANT FOR COMMUNITY EDUCATIONAL PROGRAM FOR MEASURE PP

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the retention of Velada Public Affairs to conduct an educational and informational program to the City's residents regarding Measure PP; and
2. Authorize the City Manager to execute a professional services agreement with Velada Public Affairs consistent with their proposal attached herewith.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park continues to face a lack of parking within the city for various reasons. Public parking has long been a complex situation due to past development standards, lack of physical infrastructure, increased population density, State mandated development standards prohibiting local control; adjacent jurisdictions that have parking regulations that impact residents of Huntington Park, and the increased need for residents to have vehicles to commute for work. For these reasons, on August 11, 2022, the City Council voted to authorize the placement of Measure PP on the November 8, 2022, General Election ballot.

If the Huntington Park voters approve Measure PP, the City Council will be authorized, by resolution, to establish procedures for the consideration and issuance of overnight parking permits for residents and business owners within the city.

To that end, Consultant has experience in providing the necessary services to conduct a community education program to inform residents about the purposes of Measure PP. City staff does not have the background, experience, or resources to provide such services.

**RETENTION OF CONSULTANT FOR COMMUNITY EDUCATIONAL PROGRAM FOR
MEASURE PP**

October 4, 2022

Page 2 of 2

FISCAL IMPACT/FINANCING

The selected firm will conduct and provide the services in their proposal under the appropriate tasks as outlined in the attached proposal. These associated tasks in an amount not to exceed \$80,000 would be paid upon the conclusion of the contract through the Contractual Services account of the City's General Fund.

CONCLUSION

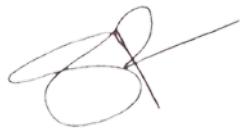
It is recommended that the City Council approve retaining Velada Public Affairs consistent with the submitted proposal for purposes of conducting a community information program regarding Measure PP.

Respectfully submitted,

RICARDO REYES
City Manager



Steve Forster
Interim Community Development Director



ATTACHMENTS

- A: HP Community Outreach and Education Proposal submitted by Velada Public Affairs
- B: Draft Professional Services Agreement

Attachment A

**Velada
Public
Affairs**

City of Huntington Park Community Outreach and Education Proposal

October 4, 2022

Prepared for:
City of Hunting Park
6550 Miles Avenue
Huntington Park, California, 90255

Prepared by:
Velada Public Affairs
777 S. Alameda St. 2nd Floor
Los Angeles, CA 90021

October 4, 2022

**Ricardo Reyes
City Manager
City of Hunting Park
6550 Miles Avenue
Huntington Park, California, 90255**

Sent via email: RReyes@h pca.gov

Re: City of Huntington Park Community Outreach and Education Proposal

Dear Mr. Reyes,

On behalf of Velada Consulting, we submit this proposal for community outreach and education services to develop and implement a plan that creates an understanding of Measure PP.

The accompanying proposal details the approach that the Velada team proposes to implement to educate the residents about Measure PP.

We look forward to working with the City of Huntington Park.

Sincerely,



**David Vela
Principal/CEO
VELADA Public Affairs**



FIRM DESCRIPTION

Velada Public Affairs is an LGBTE/SBE/DBE certified Latino-owned public affairs firm that focuses on government relations, public outreach, crisis communications, media relations, social media, and strategy. The firm is composed of three full-time employees and two on-call consultants with an office in Downtown Los Angeles. Velada is a Single-Member S-Corp, founded in 2013. The firm has continuously grown over the years with an emphasis on government relations, community outreach and media relations within the State of California.

VELADA is an expert firm in Public Outreach. VELADA has proven methods to secure community consensus and educate the general public on the importance of major capital projects. In addition, VELADA has been at the forefront of utilizing technology and social media to execute a successful outreach campaign. VELADA's team members have been successful at delivering large capital infrastructure projects such as the Alameda Corridor East Grade Separations, the Los Angeles Department of Water and Power San Fernando Groundwater Well Clean-Up, California High Speed Rail Construction Package One, the Los Angeles Community College District Build-LACCD Construction program and many more. Currently, Velada and its team members are currently working on various construction related projects, including the West Santa Ana Branch project and the Vermont Corridor project with LA Metro.



EXPERIENCE

VELADA team members have extensive experience providing public outreach support for Huntington Park's community initiatives. The team develops and implements innovative outreach plans to inform the community about transportation, housing, and planning efforts.

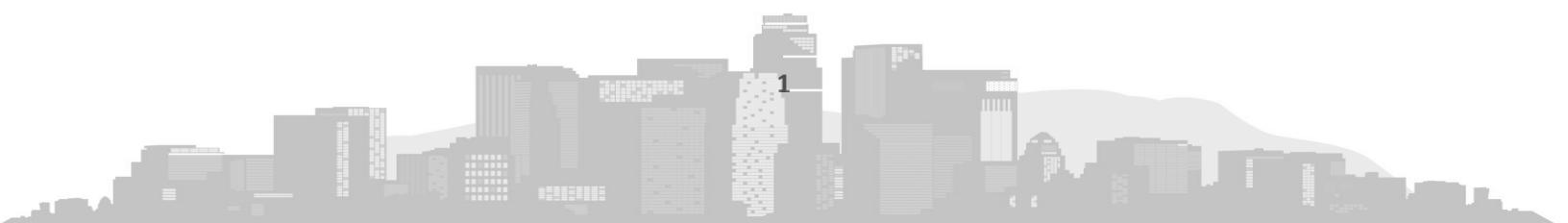
The Velada team created cost-effective outreach plans that promote the City's programs. Our team has developed engagement programming that yielded high community participation rates for the following projects: US Census, HP Bulk Recycling App, COVID emergency communications, General Plan, Pacific Blvd Redevelopment, HP Trolley, and Earth Day activities. The key to engaging the public for these projects is our understanding of the community demographics and our extensive networks of micro-communities within the city.

Project Understanding and Approach

To help manage the high demand for parking in Huntington Park, the City is asking voters to exercise their right to vote on Measure PP. The measure, if passed, enacts an overnight parking permit program on public streets within the City of Huntington Park.

Our team believes that voters form educated opinions at the ballot box through balanced engagement. To implement Measure PP's outreach plan, there needs to be an impartial and coordinated action plan, and our team can deliver that.

We are focused and confident that working together with the City of Huntington Park administrators and community partners, we will help implement a public education plan that works to create community understanding of Measure PP. This means we will listen more and find ways to enable our partners in local non-profits and business organizations as more than just an outlet for information but true partners invested in educating the community on the measure.



SCOPE OF WORK

The Velada team is committed to connecting with voters where they are and talking to them in their language and formats they prefer; whether it be in their homes, on their smartphones, in places of worship, or down on Pacific boulevard or Salt Lake Park, we have methods and ideas to reach, teach, and engage.

Our team's approach to this plan is committed to consistent communication and sincere engagement with all stakeholders. To do so, the strategy will:

- Educate - Collect and review data
- Have a vision – Set goals for sharing information
- Explore – Prepare and develop alternative communication solutions for unpredicted circumstances
- Document – Analyze and report key findings

We will meet the requirements of the City of Huntington Park's Request for Proposal (RFP) by building upon our previous outreach efforts and using all relevant information to ensure the success of the engagement. Moreover, we take into consideration the following themes to further inform the development of the public outreach plan:

- Needs: Our team will work closely with City staff to develop educational messaging that articulates impartial information.
- Costs/Resource Controls: Our team will identify mechanisms to inform the public in a cost-effective matter
- Demographics: Our team has a deep understanding of community 'characteristics and demographics and how to address specific issues that may arise

The Velada team, under the direction of City administrators, will conceptualize and develop an inclusive strategy that seeks to establish an educational engagement process for Measure PP that provides complete and timely information.

The objectives of public outreach activities are as follows:

1. To create awareness of the Measure PP projects among voters through the outreach materials;
2. To educate all stakeholders about the measure's analysis, opportunities, challenges, and costs;
3. To provide the public with multiple opportunities to inquire about the Measure

Outreach Materials

All of the materials developed for this effort will feature branding that will allow for the easy recognition of the project by all Huntington Park residents. It will also visually educate the Measure PP with an easily recognizable logo and tagline.



Tailor Project Website

Under the direction of City staff, our team will create and update content on the website as needed. Also, we would recommend adding interactive content that could be accessible to people in Spanish. For example, our team would produce quick 30-second videos that can inform residents about the issue.

Media Relations

Measure PP should have a series of active media campaigns designed to educate residents further impartially. Our team will lead the following:

- The writing and development of the overall promotional media campaign by coordinating news releases, feature story pitches, media advisories, and photo opportunities.
- We are working closely with City staff to relay a neutral message.

Press releases and regular outreach to local media outlets will be key to helping spread the word about Measure PP. Our team will contact the following media outlets:

- NEWSPAPERS: Los Angeles Times, Eastern Group Publications, La Opinion
- Local TV Channels: KCBS 2, KNBC 4, KTLA 5, KABC 7, KCAL 9, KTTV 11, KMEX 34; Telemundo 52.

TEAM

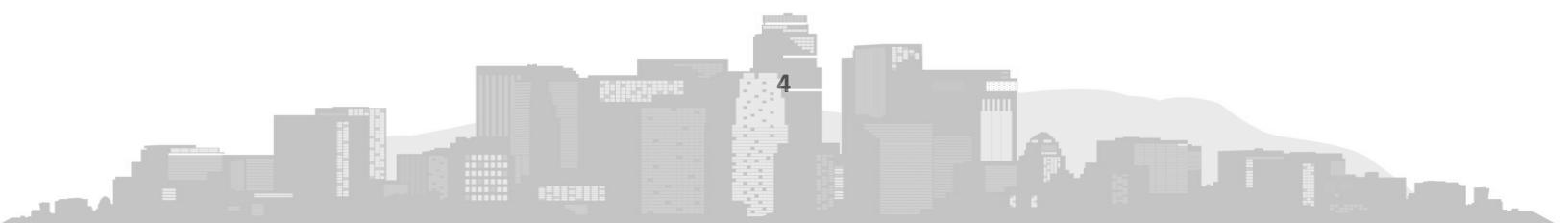
DAVID VELA PRINCIPAL / GOVERNMENT RELATIONS SPECIALIST

SUMMARY

A Los Angeles native, David has had an extensive career in public service. In 2002, David served as Senior Legislative Assistant in the State Assembly handling Labor, Transportation and Economic Development. David also served as Senior Advisor to the California Employment Development Department under the Gray Davis administration. After his time in Sacramento, David spent 10 years as a Senior Deputy to Los Angeles County Supervisor Gloria Molina, in charge of one of the largest unincorporated areas with more than 130,000 residents. David was responsible for the delivery of municipal services, capital projects and economic development. He also served as the political liaison to several of the cities in Supervisor Molina's district. In 2012 he was asked to take the role of Chief of Staff to the Assembly's Labor Committee Chair. In 2013 David Vela joined Lee Andrews Group as Senior Vice President where he grew revenue and led the firm to win major capital infrastructure projects to provide public relations. Before joining the Lee Andrews Group, David created his own government-consulting firm, VELADA Consulting LLC, which focuses on media relations and community outreach. David is also the founder of Honor PAC, a political action committee that focuses on equality in all levels of government. David served eight years as School Board Member for the Montebello Unified School District and is currently a Member of the Los Angeles Community College District Board of Trustees. David received his Bachelor's of Science from the University of California Los Angeles and he holds a Master's Degree in Public Policy from Pepperdine University in Malibu. He resides in Montebello, CA.



Mr. David Vela is a bilingual (English/Spanish) public outreach and government relations professional with over 20 years of experience. David Vela established strong working



relationships with elected officials, media outlets, and stakeholder groups within the State of California and led numerous successful capital projects in the County of Los Angeles and the State of California, including the California High-Speed Rail project and the Alameda Corridor East project. His experience includes working with and on behalf of elected officials and public agencies and creating and implementing successful media and public awareness campaigns. He has facilitated large town hall meetings and overseen the creation of informational and collateral materials including fact sheets, newsletters, and public meeting notices. Mr. Vela is adept at effectively managing staff and budgets to ensure the successful and timely completion of projects. Mr. Vela served as a special advisor to the CA Employment Development Department, Senior Advisor and Chief of Staff to members of the CA State Legislature, Sr. Deputy to a Los Angeles County Supervisor and Senior Vice President at a full-service Public Affairs firm.

WORK

EXPERIENCE

SERVE Robotics Automated Robot Food Delivery System, Los Angeles, CA

Mr. Vela continues to engage in public outreach activities on behalf of SERVE Robotics at CicLAvia, Los Angeles Gay Pride Festival, and the Friends of the LA River Clean-Up event. David created a robust stakeholder database which facilitated the coordination of meetings with elected officials, city staff, and community leaders. He facilitated community consensus by embarking in broad educational campaigns both on social media and physically to ensure support for the project. David Vela performed agency coordination with CalTrans, City of Los Angeles, and the City of West Hollywood. He led the Public Relations campaign which consisted of collateral material and content to educate the public on the project as well as preparing PowerPoint slides and attending transportation, subcommittees, and meetings with City staff to educate officials on the technology. Outreached to community residents, Chambers of Commerce, Civic Groups and Nonprofits to introduce the project.

Los Angeles Community College District, BuildLACCD, Los Angeles, CA

Mr. Vela managed a team of ten who administered project labor agreements, labor compliance, and small business enterprise outreach programs on various construction programs throughout LACCD's nine colleges. He was responsible for creating agendas and presentations for Bond Program Update Meetings, Board of Trustees meetings, Roundtable meetings, Bond Steering Committee, Chancellor's Cabinet Meeting, District Senior Staff Meetings, Facilities Committee Meetings, College Presidents Meetings, Small Business Advisory Council meetings and many more. Mr. David Vela was also part of the E-team who would meet weekly with Chief Facilities Executive to brief him on the status of community outreach and communications with the building program. He oversaw outreach of LSEDVB businesses, cities, and community residents of where projects were being built. In addition, he created news statements, press releases, and responded to media inquiries.

Alameda Corridor East (ACE), Community and Government Relations, Montebello, CA

Mr. Vela works closely with the Construction Authority to help secure the approval of projects along the corridor. Mr. Vela conducted extensive community outreach, showcasing grade separation work that improved traffic flows and safety at crossings. He worked with stakeholders, community, and elected leaders and staff to ensure there is coordination on each project and input across the board. Specifically, Mr. Vela led one of the largest public outreach campaigns for the Montebello Blvd. Grade Separation project which consisted of months of outreach intended to educate the community on the importance of the completion of the project and the funding which would be lost if the city did not approve the project. Worked with community leaders, civic groups, senior centers, and many other stakeholders to finally get the project approved at the City of Montebello's Planning Commission and City Council meeting.

City of Los Angeles Department of Water and Power, San Fernando Valley Groundwater Basin Remediation Project, Los Angeles, CA

Mr. Vela engaged the San Fernando Valley community around an innovative water infrastructure initiative and around a historic investment in the San Fernando Valley's future. In collaboration with LADWP and technical consultant Hazen Sawyer, Mr. Vela developed and implemented a public participation plan focused on ensuring broad-based participation by community stakeholders on a controversial and highly community-engaged project and developed a National Contingency Plan Terminology Lexicon. David developed collateral material with LADWP staff, conducted government relations activities, managed communications with key stakeholders, and planned and facilitated public meetings.

EDUCATION

Bachelor of Science (B.S) in Biological Anthropology

University of California Los Angeles, Los Angeles, CA

Master's in Public Policy (MPP) with Concentrations in Economics and Intl. Relations

Pepperdine University, School of Public Policy, Malibu, CA

PAULINA VELASCO

PROJECT MANAGER

SUMMARY

Paulina Velasco specializes in public policy, civic engagement, and strategic communications at the local and state levels. Having developed an intimate knowledge of Los Angeles' communities and a strong network of relationships with civic, labor, and political leaders across California, Paulina works within the public and private sectors to develop engagement strategies to increase consensus and maximize objectives.

As a Senior Vice President of Communications for VELADA Consulting, she leads the implementation of outreach plans and crafts of cutting-edge communications and marketing campaigns. Paulina is a creative strategist specializing in the development of compelling and resonant content that shapes and informs public opinion on behalf of agencies and municipalities. Ms. Velasco has a proven record of success, managing many challenging projects; her experience and expertise have ensured the successful completion of notable and challenging multilingual electoral campaigns and engagement programs. She utilizes her knowledge and ingenuity to provide clients with solutions that combine a big-picture vision with real-world solutions to generate tangible results.



WORK EXPERIENCE

Los Angeles County Metropolitan Transportation Authority/ Los Angeles River Bike Path Gap Closure Project

Ms. Velasco supports the project planning team in its undertaking effort to close an eight-mile gap in the bike/pedestrian path along the LA River. Her regular activities include creating social media strategies, assisting with the development of creative pop-up event activities, staffing public meetings, and providing one-on-one outreach to Spanish-speaking stakeholders.

City of Carson- General Plan Update Outreach

Ms. Velasco has been instrumental in the roll-out of Carson's General Plan update outreach. She develops outreach strategy and assists with the development of multimedia collateral materials, webpage content, and social media plans. She also creates surveys, facilitates public meetings, and develops engaging programs that help gather community input critical to informing the city's updates to the General Plan.



Everyone In: Economic Inclusion Listening Tour, Long Beach, CA

Ms. Velasco developed and implemented an outreach plan to garner input from diverse groups of traditionally under-represented residents of Long Beach. She coordinated and facilitated several focus groups, oversaw canvassing efforts, and directed the high-tech, high-touch engagement campaign that involved engagement of Community Based Organizations, online strategies, and street teams.

West Santa Ana Branch Transit Corridor Project, Los Angeles County Metropolitan Transportation Authority, Los Angeles County, CA

Paulina is assisting LA Metro with key stakeholder outreach and community participation during the project's EIR phase. Paulina developed the targeted outreach plan, liaises with the team of Strategic Advisors to prioritize community resources, develop a multipronged engagement strategy, and ensure that our team complies with Metro's requirements and quality standards.

Solid Waste Integrated Resources Plan (SWIRP), City of Los Angeles Bureau of Sanitation

Paulina organized and conducted outreach for a series of 15 public information meetings educating Los Angeles residents on the content and implications of the Los Angeles Bureau of Sanitation's Draft Program Environmental Impact Report (Draft EIR) for the Bureau's Solid Waste Integrated Resources Plan (SWIRP). As part of this project, she met with community organizations, residents, and business owners throughout the City of Los Angeles to do briefings and presentations on the project.

EDUCATION

Master's Degree in International Public Policy and Management

Master of Degree in Environmental Studies

University of Southern California, Los Angeles, CA

Bachelor of Arts (B.A) in Political Science

Loyola Marymount University, Los Angeles, CA

KATHIA VELASCO

PROJECT COORDINATOR

SUMMARY

Kathia Velasco has vast experience creating content development, media relations, research, reporting, and graphics for clients. Before joining VELADA Consulting, Kathia worked on various projects such as the City of Commerce, Quemetco, SCAQMD event planning, Metro, and much more. Kathia's experience in media relations, graphics, and social media has given her the knowledge to advance quickly at VELADA. Additionally, Kathia has extensive experience growing social media pages organically and engaging with the community through media and informational posts. She is well-rounded in all aspects of Media and Public Relations. She has assisted many project managers with coordinating outreach efforts to promote stakeholder engagement, public participation plans, and social media strategies. Ms. Velasco has also managed outreach efforts, social media campaigns, and event organizations for clients. She is well-versed in all aspects of public and media relations.



WORK EXPERIENCE

City of Huntington Park, Government and Media Relations, Huntington Park

Throughout the project, Ms. Velasco has created multiple stakeholder databases, provided graphic designs for newsletters, fact sheets, flyers, and social media. She's involved in outreaching to the community regarding contests, census, community events, and coordinating community meetings. In addition, she's heavily involved in creating social media pictures, videos, and captions for the official city social media page. Ms. Velasco uses a program that assists with social media post scheduling. She uses this program to help with scheduling holiday posts and event reminder posts. Kathia assists in drafting press releases, sending press kits to the media, and being at the forefront in Huntington Park meetings to provide the city with any necessary outreach or collateral materials needed.

City of Baldwin Park, Government and Media Relations, Baldwin Park

Ms. Velasco provides support in creating collateral material, such as event flyers and organizing outreach efforts to residents. Ms. Velasco has provided city officials and staff with social media training to grow their social media pages organically, verify the official City pages, and buy



Facebook and Instagram ads. In addition, she has created social media posts for upcoming events, COVID-19 updates, and more.

City of Carson, General Plan, Carson

Ms. Velasco assisted in the development of collateral materials, creating, and managing the stakeholder databases, and conducting outreach at city and community events. Ms. Velasco also helped integrate community input through an online and paper-based survey, collecting feedback from stakeholders. She assisted in facilitating community meetings and workshops designed to keep area stakeholders engaged and informed through meetings and pop-up events.

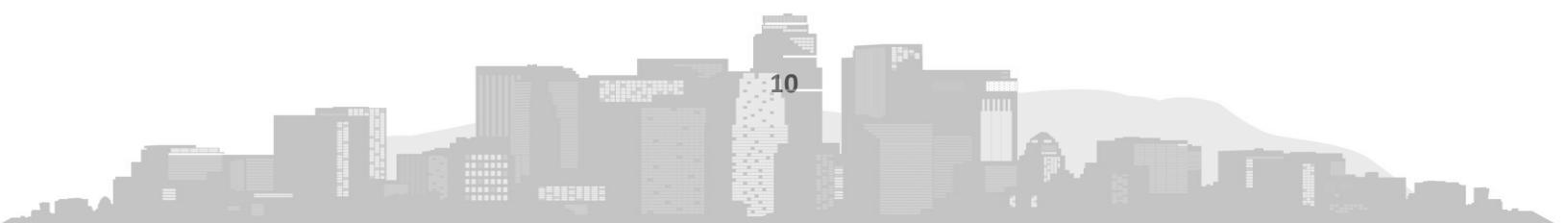
City of Commerce, Government and Media Relations, Commerce

During this project, Ms. Velasco has assisted in creating social media pictures, videos, and captions for the official city social media page. In addition, Ms. Velasco has helped create a social media strategy plan to rebrand posts with a new logo and color scheme. In this strategy, she suggested posting twice a week with content that provides valuable information for followers. Ms. Velasco also assists in content development, creating flyers for events, brochures for projects, and fact sheets for city measure campaigns. Ms. Velasco also helps outreach to community members for Bristow Park and city events. Lastly, she assists in drafting press releases and speeches.

EDUCATION

Bachelor of Arts (B.A.) in Public Relations and Advertising

California State University Dominguez Hills, Carson, CA



PUBLIC AFFAIRS CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into effective this 4th day of October 2022 (the "Effective Date") at Los Angeles County, California by and between the City of Huntington Park (the "Client"), and Velada Consulting LLC, a California Corporation (the "Consultant").

RECITALS

WHEREAS, Client desires to retain the Consultant in connection with the performance of certain consulting services, upon the terms and conditions set forth in this Agreement (the "Services").

SCOPE OF SERVICES

The Services to be provided to the City of Huntington Park by the Consultant shall consist of the tasks set forth in Exhibit "A" to this Agreement (the "Scope of Services").

This Agreement does not constitute an agreement for the performance of legal services or the providing of legal advice.

TERM OF AGREEMENT

This Agreement is to commence on the effective date and shall continue for 48 months until either party terminates it by giving thirty (30) days prior written notice. The term of this agreement may be extended by mutual written agreement.

COMPENSATION

A. For services rendered under this Agreement, Client shall pay Consultant the amount not to exceed \$80,000 for community outreach and education services.

General Provisions

Consultant support services, such as travel, printing, reproduction, polling, and other direct expenses and other usual and customary out-of-pocket expenses, will be billed at cost. Expenses over \$250.00 are subject to review by Client for approval.

NOTICES

Any and all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given or received when delivered personally or forty-eight (48) hours after being mailed, via first class, postage prepaid, to the addresses set forth immediately below of the parties hereto or to such other addresses as either of the parties hereto may from time to time designate in writing to the other party.

Client:

Ricardo Reyes
City Manager
City of Hunting Park
6550 Miles Avenue
Huntington Park, California, 90255

Consultant:

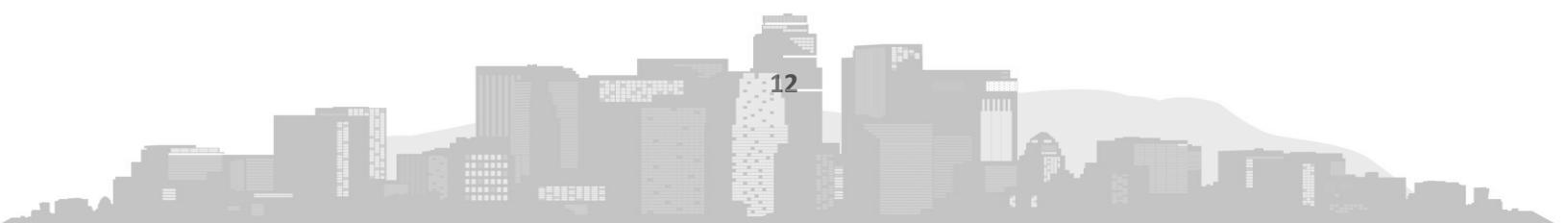
David Vela
CEO/Principal
VELADA Consulting LLC
777 S. Alameda Street
Los Angeles CA, 90021

PROPRIETARY INFORMATION

By acceptance of this engagement, Consultant may obtain access to certain confidential information about Client. Such confidential information constitutes valuable, special, and unique property of Client. Accordingly, during or after the term of this agreement, Consultant agrees not to make any use or disclosure of such confidential information to any other person for any reason or purpose whatsoever except in furtherance of and pursuant to the purposes for which it is engaged by Client.

INDEPENDENT CONTRACTOR

Client and Consultant agree that in the performance of the services contemplated herein, Consultant shall be, and is, an independent contractor, and is not an agent or employee of Client.



Consultant has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting Consultant. Consultant shall be solely responsible for and shall hold Client harmless from all matters relating to the payment of Consultant's employees, including compliance with Social Security, withholding and all other regulations governing such matters.

LEGAL USE OF FUNDS

Consultant shall make no disbursement or other payments of any kind or character out of the compensation paid to it hereunder, or with any other fund, or take or authorize the taking of any other action, which contravenes any statute or rule, regulation, or order of any jurisdiction, including the State of California.

ARBITRATION

Any and all disputes between parties hereto in regard to the interpretation of this Agreement or any alleged breaches thereof shall be determined in arbitration in accordance with the rules and under the auspices of the American Arbitration Association under its commercial tribunal rules and procedures. The prevailing party in any such action shall be entitled to reasonable attorney's fees.

SCOPE OF AGREEMENT

Client and Consultant agree that this Agreement constitutes the entire agreement of the parties and supersedes all prior communications, agreements, and promises, either oral or written. Any modifications to this Agreement shall be effective only when agreed to in writing by both Client and Consultant.

If this proposal accurately sets forth our understanding and agreement, please sign where indicated below and return one copy of the Agreement to the Consultant.

AGREED AND ACCEPTED:

City of Huntington Park

By: Ricardo Reyes

Title: City Manager

Date: _____

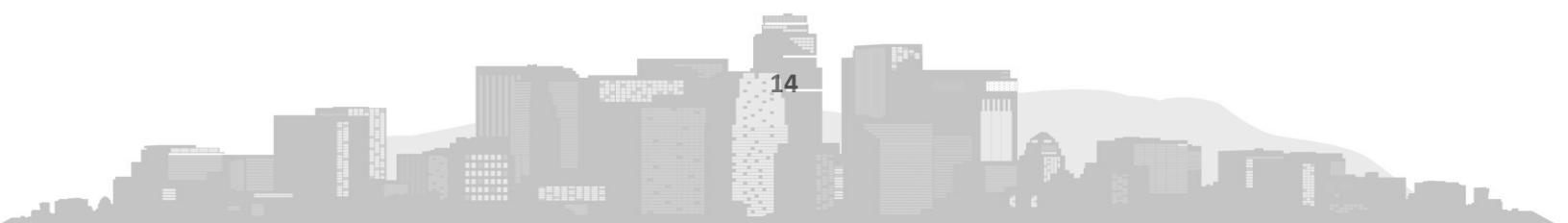
VELADA Consulting LLC



By: David Vela

Title: CEO/Principal

Date: October 4, 2022



Attachment B



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **4th day of October, 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Velada Public Affairs 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 **October 4, 2022 to October 4, 2023**. It is the CONTRACTOR'S responsibility to request an extension at least (60) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$80,000** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks

performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

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

Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONTRACTOR represents, acknowledges and agrees to the following:

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

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

2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are

material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or 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:

Velada Public Affairs
777 S. Alameda St. 2nd Floor
Los Angeles, Ca 90021
Attn. David Vela

CITY:

City of Huntington Park
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, limit, 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:

CONSULTANT, INC.:

By: Ricardo Reyes, City Manager

By: David Vela, CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

DRAFT

EXHIBIT "A"

SCOPE OF WORK

NAME OF CONSULTANTS, INC.

DRAFT

ITEM NO. 9



CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

October 04, 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:

AUTHORIZATION OF DELEGATION OF MEDICAL/DISABILITY DETERMINATION FOR CALPERS TO CITY MANAGER

IT IS RECOMMENDED THAT CITY COUNCIL:

- 1) Adopt the attached Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AUTHORIZING THE DELEGATION OF MEDICAL/DISABILITY DETERMINATION FOR CALPERS"; and
- 2) Authorize the City Manager to make a medical/disability determination in the Government Code section 21156 as to whether a local public safety officer or law enforcement officer employed by the City qualifies for CalPERS industrial disability retirement; or
- 3) Alternatively, City Council would be required to make a medical/disability determination in the Government Code section 21156 as to whether a local public safety officer or law enforcement officer employed by the City qualifies for CalPERS industrial disability retirement on its own.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park from time to time will be asked to make a medical/disability determination as provided under Government Code section 21156 as to whether a local public safety officer or law enforcement officer employed by the City qualifies for CalPERS industrial disability retirement. When a local public safety officer or law enforcement officer employed by the City is deemed to be medically disabled due to an industrial disability, the Government Code requires a CalPERS member's employer, such as the City, to make a determination of the member's disability in accordance with Government Code sections 21154 and 21156.

At times, the City will receive information from a medical physician indicating that a local public safety officer or law enforcement officer is no longer medically capable of performing their job duties due to an orthopedic condition. These employees may apply

AUTHORIZATION OF DELEGATION OF MEDICAL/DISABILITY DETERMINATION FOR CALPERS TO CITY MANAGER

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for an industrial disability retirement with CalPERS. When applying, an employer is required to make a medical/disability determination of whether the local public safety officer or law enforcement officer is no longer medically capable of performing their job duties due to an orthopedic condition and certify the determination. All documentation submitted to CalPERS by the City regarding such determination must be signed by the City Council or its lawful delegate, e.g., the City Manager. If City Council delegates this authority to the City Manager the City must certify a copy of delegation order of the authority, approved, and signed by the City Council and accompany it with the findings of the delegation.

Staff is recommending the delegation of authority be given to the City Manager as the City Manager has an understanding and knowledge of the medical information related to a local public safety officer or law enforcement officer's orthopedic condition.

In order for the City Council to provide delegation to the City Manager, the City Council must take the following actions:

1. Adopt the Resolution No. 2022-33 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AUTHORIZING THE DELEGATION OF MEDICAL/DISABILITY DETERMINATION FOR CALPERS."

FISCAL IMPACT/FINANCING

There is no cost of delegation.

CONCLUSION

It is recommended that the City Council adopt the attached Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AUTHORIZING THE DELEGATION OF MEDICAL/DISABILITY DETERMINATION FOR CALPERS" and authorize the City Manager to delegation as described herein.

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT "A"

RESOLUTION NO. 2022-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AUTHORIZING THE DELEGATION OF MEDICAL/DISABILITY DETERMINATION FOR CALPERS

WHEREAS, the City is a local public agency that is subject to Government Code sections 21150–21176; and

WHEREAS, the City is an employer subject to CalPERS; and

WHEREAS, the City may be required from time to time to consider medical/disability determination on behalf of a local public safety officer or law enforcement officer; and

WHEREAS, the City Council is given expressed authority to make a medical/disability determination in the Government Code section 21156 as to whether a local public safety officer or law enforcement officer employed by the City qualifies for CalPERS industrial disability retirement; and

WHEREAS, the City Council may delegate the authority to make a medical/disability determination in the Government Code section 21156 as to whether a local public safety officer or law enforcement officer employed by the City qualifies for CalPERS industrial disability retirement to the City Manager.

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

By approval of this Resolution, the City Council of the City of Huntington Park hereby ratifies delegation of authority to make a medical/disability determination in the Government Code section 21156 as to whether a local public safety officer or law enforcement officer employed by the City qualifies for CalPERS industrial disability retirement to the City Manager.

PASSED, APPROVED and ADOPTED this 4th day of October 2022.

Eduardo “Eddie” Martinez
Mayor

ATTEST:

Eduardo Sarmiento
City Clerk

Ricardo Reyes
City Manager

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney