

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Monday, October 20, 2014

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

Rosa E. Perez
Mayor

Karina Macias
Vice Mayor

Ofelia Hernandez
Council Member



Mario Gomez
Council Member

Valentin Palos Amezcua
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 PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

Public Comment

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

Prior to the business portion of the agenda, the City Council and all other agencies meeting on such date will convene to receive public comments regarding any agenda items or matters within the jurisdiction of such governing bodies. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or Chairperson will separately call for testimony at the time of each public hearing. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and place it in the box at the podium. When called upon by the Mayor or Mayor's designee, each person addressing the Council shall step up to the microphone and state his/her name or organization he/she represents for the record. Each speaker will be limited to three minutes per Huntington Park Municipal Code 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. 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

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.

Consent Calendar

All matters listed under the Consent Calendar are considered to be routine and will all be enacted by one motion. The City Council Members have received detailed staff reports on each of the items recommending an action. 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.

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. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

FLAG SALUTE

INVOCATION

ROLL CALL Mayor Rosa E. Perez
Vice Mayor Karina Macias
Council Member Ofelia Hernandez
Council Member Valentin Palos Amezcuita
Council Member Mario Gomez

PRESENTATIONS AND ANNOUNCEMENTS

Presentation of the “Relay for Life” Event by the American Cancer Society

Presentation of “In a Drought, Shut Your Tap” program, by Priscilla Segura, Central Basin Municipal Water District

PUBLIC COMMENT

Each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207.

PUBLIC COMMENT (CLOSED SESSION ITEMS ONLY)

RECESS TO CLOSED SESSION

CLOSED SESSION

1. Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) - Conference with Legal Counsel – Anticipated Litigation/Significant Exposure to Litigation: [One (1) potential matter]
2. Pursuant to Government Code Section 54957(b)(1) - Public Employee Employment
Name of Position Under Consideration: Interim City Manager
3. Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel to Discuss Existing Litigation
Case Name: *City of Huntington Park v. Watanabe, et al.*
Case No. 34-2013-80001678 (Superior Court, County of Sacramento)

CLOSED SESSION (continued)

4. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(3) – Conference with Legal Counsel – Anticipated Litigation/Significant Exposure to Litigation: Two (2) potential cases
5. Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator
Location of Property: 5959-6169 Alameda Street, Huntington Park, CA 90255
City's Negotiator(s): Interim City Manager Julio Morales and City Attorney Isabel Birrueta
Party Negotiating With: Nicholas Alexander
Under Discussion: Discussion of both price and terms of payment as related to purchase of subject property

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

Approve the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

FINANCE DEPARTMENT

1. **Approve Accounts Payable and Payroll Warrants dated October 20, 2014**
2. **Resolution Establishing Parking Pilot Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt resolution, adopting a pilot program for use of off-street city parking lots in downtown area.

CITY MANAGER

3. **Second reading, Adopt Ordinance No. 934-NS, Amending Chapter 11 of Title 5, Amending and Adding Provisions to Chapter 2 of Title 6, Amending Chapter 7 of Title 6, and Adding Chapter 8 to Title 6 of the Huntington Park Municipal Code Relating to Solid Waste**

CONSENT CALENDAR (continued)

COMMUNITY DEVELOPMENT

4. **Amendment to an Agreement with Lorraine Mendez and Associates to provide additional services to assist in administrating the tenant based assistance program funded by Federal Housing and Urban Development (HUD) Grant Programs**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the amendment to the professional services agreement with Lorraine Mendez & Associate (LMA) to increase the contract amount by \$27,500.00 to provide additional program administrative and compliance services related to the HUD HOME Tenant Based Assistance Program; and
2. Authorize the Interim City Manager to execute the contract.

PUBLIC WORKS DEPARTMENT

5. **Resolution in Support of Proposition 1, Water Quality, Supply, and Infrastructure Improvement Act of 2004**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt resolution in support of Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014.

6. **Approve Agreement with HF&H Consultants, LLC for Solid Waste Contract Management Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the agreement with HF&H Consultants, LLC for solid waste contract management services; and
2. Authorize the Interim City Manager to execute the agreement.

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE DEPARTMENT

- 7. Presentation Regarding Business License Process Overview**

PERSONNEL

- 8. Presentation Regarding Volunteer / Youth Worker Programs**

PARKS AND RECREATION

- 9. Discussion / Action of Christmas Lights on Pacific Boulevard**

PUBLIC WORKS DEPARTMENT

- 10. Approve Amendment to the Agreement with Evan Brooks Associates to Assist with Transportation Planning and Management Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve amendment to the agreement with Evan Brooks Associates for transportation planning and management services; and
2. Authorize the Interim City Manager to execute the agreement.

- 11. Approve the Asset Purchase Agreement with MAG Sweeping, Inc.; Previously Authorized by Council on June 16, 2014.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the asset purchase agreement with MAG Sweeping, Inc.; and
2. Authorize the Interim City Manager to execute the agreement.

CITY MANAGER

- 12. Resolution for City Council Members Charitable Expenditures Policy**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt resolution adopting a community projects, programs and services funding policy.

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Mayor Rosa E. Perez

Vice Mayor Karina Macias

Council Member Ofelia Hernandez

- Discussion of Annual "Walk for Obesity" Event 9:00 am to 12 Noon on Saturday, November 1, 2014, from City Hall to Raul R. Perez Memorial Park

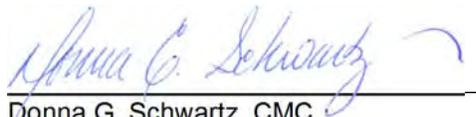
Council Member Valentin Palos Amezquita

Council Member Mario Gomez

ADJOURNMENT

NEXT REGULAR MEETING OF THE CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, November 3, 2014 AT 6:00 P.M.

I Donna G. Schwartz, 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 on the 16th of October, 2014.



Donna G. Schwartz, CMC
Interim City Clerk

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Monday, October 20, 2014

CONSENT CALENDAR

FINANCE DEPARTMENT

Item 1

Approve Accounts Payable and Payroll Warrants dated October 20, 2014

Item will be available Monday, October 20, 2014

1 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY**
2 **OF HUNTINGTON PARK AS FOLLOWS:**

3 **SECTION 1.** The foregoing statements are true and correct.

4 **SECTION 2.** The Pilot Program for Use of City Parking Lots in the Downtown
5 Area ("Pilot Program") shall be as follows:

- 6 A. The Pilot Program shall apply to all City-owned parking lots located within the
7 area bounded by: Randolph Street on the north; Seville Avenue on the east;
8 Florence Avenue on the south; and Rugby Avenue on the west.
- 9 B. The Pilot Program shall be effective from January 1, 2015 through December
10 31, 2015.
- 11 C. The following types of monthly permits will be available for purchase at City
12 Hall and at the parking structure located at 7015 Rita Avenue:

13 Monthly Permit Types

- | | | |
|-----------------------------------------------------------------------------------|--------------|------|
| 14 1. Daytime | 8 am to 9 pm | \$30 |
| 15 2. Overnight | 9 pm to 8 am | \$30 |
| 16 3. All Day | 24 hours | \$45 |
| 17 4. Local Student/
18 Local Employee | 8 am to 9 pm | \$20 |

- 19 D. Free Parking. Parking under the Pilot Program shall be free for up to four
20 hours from 8 am to 9 pm.
- 21 E. The City Manager or his designee is authorized to modify the Pilot Program in
22 furtherance of its purposes, provided that any such change is described in
23 writing and available for public review at the City Clerk's Office.

24 **SECTION 3.** The Pilot Program is exempt from the California Environmental
25 Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section
26 15301(c) because it involves the operation of existing structures and facilities.

27 **SECTION 4.** Pursuant to Section 4-6.02 of the City of Huntington Park Municipal
28 Code, the City Council hereby approves the Pilot Program for Use of City Parking Lots in
the Downtown Area, as described herein.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

ORDINANCE NO. 934-NS

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF HUNTINGTON PARK, CALIFORNIA,
AMENDING SECTION 5-11.05.1 of ARTICLE 2, CHAPTER 11 OF TITLE
5, RE-TITLING OF MUNICIPAL CODE CHAPTER 2 OF TITLE 6,
REPEALING AND REPLACING SECTIONS 6-2.10 THROUGH 6-2.208
OF ARTICLES 1 AND 2 OF CHAPTER 2 OF TITLE 6, AND AMENDING
CHAPTER 7 OF TITLE 6 SECTIONS 6-7.01, 6-7.03, AND 6-7.06 OF THE
HUNTINGTON PARK MUNICIPAL CODE RELATED TO THE
COLLECTION OF SOLID WASTE, AND ADDING CHAPTER 8 OF
TITLE 6 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATED
TO THE RECYCLING OF SOLID WASTE FROM LARGE VENUES**

WHEREAS, the City Council of the City of Huntington Park is committed to protecting the public health, safety, and welfare of the community, and to meet these goals it is necessary for the City Council to adopt measures, from time to time, to meet threats to the public health, safety, and welfare; and

WHEREAS, the City Council has granted a new exclusive franchise for solid waste handling services within City (the “Agreement”) to a solid waste enterprise (the “Contractor”), and finds the uniform collection and disposal of solid waste in a manner consistent with the terms of the Agreement to be in furtherance of the public health, welfare, and efficient administration of municipal waste management; and

WHEREAS, the City finds it necessary to amend its current ordinances related to the collection and disposal of solid waste and recyclable materials in order to maintain uniformity between local regulations, state laws governing solid waste disposal and recycling, and the Agreement; and

WHEREAS, the City desires to enable residential and commercial property owners to “self haul” waste generated on said properties in lieu of contracting for solid waste handling services with the Contractor; and

WHEREAS, in order to protect the public health, safety and efficient administration of municipal waste hauling, it is necessary for the City to oversee and regulate the frequency and quality of self hauling activities within the City’s jurisdiction.

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

SECTION 1. AMENDMENT TO MUNICIPAL CODE SECTION 5-11.05.1 of ARTICLE 2, CHAPTER 11, TITLE 5: Article 2, Section 5-11.05.1 of Chapter 11, Title 5 of the Huntington Park Municipal Code are hereby amended to read as set forth on the attached Exhibit A.

SECTION 2. RE-TITLING OF MUNICIPAL CODE CHAPTER 2 OF TITLE 6: Chapter 2 of Title 6 of the Huntington Park Municipal Code is hereby re-titled to read “Solid Waste” as set forth on the attached Exhibit A.

SECTION 3. REPEAL, RE-TITLING OF AND REPLACEMENT OF MUNICIPAL CODE SECTIONS 6-2.10 THROUGH 6-2.208 OF ARTICLES 1 AND 2, CHAPTER 2, TITLE 6: Articles 1 and 2, Sections 6-2.10 through 6-2.208 of Chapter 2, Title 6 of the Huntington Park Municipal Code are hereby repealed in their entirety and are hereby replaced in their entirety with Article 1, re-titled to read “Collection of Solid Waste”, Sections 6-2.100 – 6-2.111 as set forth on the attached Exhibit A.

SECTION 4. AMENDMENT TO MUNICIPAL CODE SECTIONS 6-7.01, 6-7.03, and 6-7.06 of CHAPTER 7, TITLE 6: Sections 6-7.01, 6-7.03, and 6-7.06 of Chapter 7, Title 6 of the Huntington Park Municipal Code are hereby amended to read as set forth on the attached Exhibit A.

SECTION 5. AMENDMENT TO MUNICIPAL CODE TITLE 6, TO ADD CHAPTER 8 titled “Recycling Requirements For Large Events And Large Venues” and to read in its entirety as set forth on the attached Exhibit A.

SECTION 6. SEVERABILITY: If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or effective. To this end the provisions of this Ordinance are declared to be severable.

SECTION 7. This Ordinance shall be in full force and effect thirty (30) days after adoption.

SECTION 8. The City Clerk of the City of Huntington Park is hereby directed to certify to the passage and adoption of this Ordinance and to cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED this 21st day of October, 2014.

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

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EXHIBIT A

Chapter 5-11, Article 2, section 5-11.05.1 is amended as follows:

CHAPTER 5-11

SIDEWALK AND STREET MAINTENANCE

5-11.05.1 Definitions.

For the purpose of this article, the following definitions shall apply:

...

"Hazardous Waste" shall mean and include all Hazardous Waste as defined in Section 6-2.100(l) of the Municipal Code.

...

"Solid Waste" shall mean and include all Solid Waste as defined in Section 6-2.100(v) of the Municipal Code.

Chapter 6-2, Articles 1 and 2, sections 6-2.101 through 6-2.208 are hereby repealed and replaced in their entirety as follows:

CHAPTER 6-2

SOLID WASTE

ARTICLE 1 COLLECTION OF SOLID WASTE

6-2.100 Definitions.

The words and phrases contained in this chapter shall have the meaning commonly associated with them unless special meaning is ascribed to them by the California Public Resources Code or the California Code of Regulations (as either may be amended from time to time) in which case such meaning shall apply; except that the following words shall, for the purpose of this chapter, be defined as follows:

a. "AB 341" shall mean Assembly Bill 341 from the 2011-2012 Regular Session of the California Legislature (chapter 476, stats. 2011).

b. "AB 939" shall mean that state legislation commonly known as the California Integrated Waste Management Act (chapter 1095, stats. 1989, as amended) as codified in Public Resources

- 1 Code section 49000, *et seq.*
- 2 c. "Bins" shall mean a Container, commonly referred to as dumpsters, including compactors
3 and any similar such devices, with a capacity of under ten (10) cubic yards.
- 4 d. "Cart" means a plastic Container provided by a Franchisee for Collection, with a hinged lid
5 and wheels serviced by an automated process, as opposed to a manual process of lifting and
6 dumping.
- 7 e. "City" means the City of Huntington Park.
- 8 f. "City Manager" means the City Manager of the City or his duly-authorized representative
9 or designee.
- 10 g. "Collect" or "Collection" or "Collecting" shall mean to take physical possession of,
11 transport, and remove Solid Waste from a Premises.
- 12 h. "Commercial Premises" means Premises upon which business activity is conducted,
13 including but not limited to retail sales, services, wholesale operations, manufacturing and
14 industrial operations, but excluding Residential Premises upon which business activities are
15 conducted when such activities are permitted under applicable zoning regulations and are not the
16 primary use of the property. Notwithstanding any provision to the contrary herein, for purposes of
17 this chapter, Premises upon which hotels and motels are operated and upon which Multi-Family
18 Dwellings exist shall be deemed to be Commercial Premises.
- 19 i. "Container" means any and all types of Solid Waste receptacles, including Carts, Bins, and
20 Rolloff Boxes.
- 21 j. "Dwelling Unit" shall mean one or more rooms designed for occupancy by one family for
22 living and sleeping purposes and containing kitchen facilities or an area designed for the
23 preparation of food for use solely by one family.
- 24 k. "Franchisee" means a person, persons, firm or corporation that has been issued a franchise
25 by City to provide Solid Waste handling services related to Solid Waste generated within the City.
- 26 l. "Hazardous Waste" means all substances defined as hazardous waste, acutely hazardous
27 waste, or extremely hazardous waste by the State of California in Health and Safety Code sections
28 25110.02, 25115 and 25117, or in the future amendments to or re-codifications of such statutes, or

1 identified and listed as hazardous waste by the US Environmental Protection Agency (EPA)
2 pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), all
3 future amendments thereto, and all rules and regulations promulgated thereunder.

4 m. "Multi-Family Dwelling" means any building or lot containing more than one Dwelling
5 Unit at which a Franchisee determines (and City agrees) the Dwelling Units must receive Solid
6 Waste Collection services through the use of shared Bins, since they are not reasonably able to
7 store Carts or otherwise receive individualized Solid Waste Collection service through the use of
8 Carts. Unless otherwise determined as set forth above, any Premises upon which four (4) or more
9 Dwelling Units exists shall be deemed to be a Multi-Family Dwelling. Any ambiguity as to
10 whether a Premises qualifies as a Single-Family Dwelling or Multi-Family Dwelling for purposes
11 of receiving Solid Waste Collection in Carts or Bins shall be resolved by the City Manager whose
12 decision shall be final.

13 n. "Person" means any individual, firm, corporation, association, group or other entity.

14 o. "Premises" shall mean any land, building and/or structure within the City limits where
15 Solid Waste is generated or accumulated.

16 p. "Recycle" or "Recycling" means the process of Collecting, sorting, cleaning, treating and
17 reconstituting materials that would otherwise become Solid Waste and returning these materials to
18 the economic mainstream in the form of raw materials for new, reused or reconstituted products
19 which meet the quality standards used in the marketplace.

20 q. "Recyclable Material" means that Solid Waste capable of being recycled, including but not
21 limited to glass, newsprint, newspaper, aluminum, cardboard, certain plastics or metal.

22 r. "Residential Premises" shall mean all Premises upon which Dwelling Units exist.
23 Notwithstanding any provision to the contrary herein, for purposes of this chapter, Premises upon
24 which hotels and motels are operated or upon which Multi-Family Dwellings exist shall be
25 deemed to be Commercial Premises.

26 s. "Rolloff Box" means Containers of ten (10) cubic yards or larger, including compactors.

27 t. "Self Hauler" means any Person or entity that, pursuant to section 6-2.109 of this chapter,
28 provides for the Collection, transportation and disposal of Solid Waste generated by his/her/its

1 own Premises.

2 u. "Single Family Dwelling" means a building or lot containing one Dwelling Unit, and
3 includes buildings and lots with more than one Dwelling Unit where such Dwelling Units are
4 determined by the City to be reasonably able to receive individualized Solid Waste Collection
5 service by an automated process utilizing Carts. While for ease of interpretation the definitions of
6 Single Family Dwelling and Multi-Family Dwelling, when read together, have been drafted to
7 include a general default so as to allow for Bins rather than Carts at Premises having four (4) or
8 more Dwelling Units, it is intended that Carts will be used for Solid Waste Collection service,
9 rather than Bins, wherever reasonable to do so. Any ambiguity as to whether a Premises qualifies
10 as a Single Family Dwelling or Multi-Family Dwelling shall be resolved by the City Manager.

11 v. "Solid Waste" shall mean and include all Solid Waste as defined in Public Resources Code
12 section 40191, as it may be amended from time to time. Solid Waste does not include Hazardous
13 Waste (Class I), low-level radioactive waste, untreated medical waste, or Special Wastes as
14 defined herein.

15 w. "Special Wastes" shall mean wastes other than Solid Waste, including sewage, sludge,
16 industrial sludge, asbestos, auto bodies, tires, used motor oil, Hazardous Waste, animal body parts,
17 explosive substances, radioactive materials, acids, solvents and other materials which may not be
18 disposed of at a Class III landfill or which requires special handling.

19 x. "Yard Waste" means all leaves, grass cuttings and shrubs that accompany routine
20 household or property maintenance functions.

21 **6-2.102 Authority to Grant Franchises.** The City Council may by resolution or ordinance
22 grant one or more franchises for Solid Waste handling services related to Solid Waste generated
23 within the City.

24 **6-2.103 Subscription to Collection Service or Self-Hauling.**

25 a. Arrangements for Removal of Solid Waste Mandatory. Except as otherwise provided in
26 this chapter, the owner, property manager, tenant and/or Person in charge or control of each
27 Residential Premises and each Commercial Premises in the City shall either (i) subscribe to Solid
28 Waste Collection services with a Franchisee for said Premises; or (ii) register as a Self-Hauler and

1 obtain a self-hauler permit as set forth in this chapter in connection with said Premises.

2 b. Exception; Vacant Premises. The above requirement to arrange for Solid Waste Collection
3 services shall not apply in connection with any Residential Premises at which all Dwelling Units
4 are vacant, or Commercial Premises that are vacant, for a period of thirty (30) days or more,
5 provided this exception shall only apply during the period of vacancy. Any Person seeking to
6 avail himself/herself of the exception provided herein shall bear the burden of providing
7 reasonable evidence to City, pursuant to such regulations or guidelines as the City Manager is
8 hereby authorized to develop, demonstrating vacancy of the Premises for the period in question.

9 **6-2.104 Public Nuisance.**

10 a. It is unlawful, and a public nuisance, for any Person to occupy or inhabit any Premises
11 within the City for which arrangements have not been made and kept in full force and effect for
12 Solid Waste Collection services in a manner consistent with the provisions hereof.

13 b. The keeping of Solid Waste in Containers other than those prescribed by this chapter, or
14 the keeping upon Premises of Solid Waste which is offensive, obnoxious or unsanitary, is
15 unlawful, constitutes a public nuisance, and may be abated in the manner provided by law for the
16 abatement of nuisances.

17 **6-2.105 Containers.**

18 a. Every owner, occupant or Person in possession, charge or control of any Premises within
19 the City shall deposit or cause to be deposited all Solid Waste generated or accumulated on such
20 Premises, and intended for Collection and disposal, in sealed, watertight Bins, Carts, Rolloff
21 Boxes or other Containers that are either (i) provided by, or acceptable to, a Franchisee; or
22 (ii) approved by the City Manager for self-hauling purposes pursuant to this chapter. No owner,
23 occupant or Person in possession, charge or control of any Premises shall utilize a Bin, Cart,
24 Rolloff Box or other Container not in conformance with the requirements hereof for the
25 Collection, accumulation or storage of Solid Waste.

26 b. No Bin, Cart, Rolloff Box or other Container shall be placed adjacent to or in a street or
27 public right-of-way for Collection service prior to 6:00 p.m. on the evening preceding the normal
28 Collection time, and all Containers so placed shall be removed from the street or right-of-way by

1 8:00 p.m. on the day of Collection.

2 c. Container lids shall remain closed at all times that the Container is unattended. If the Solid
3 Waste contained within a Bin, Cart, Rolloff Box or other Container exceeds the actual capacity of
4 the Container, then a larger Container or multiple Containers shall be utilized.

5 d. It is unlawful for any Person to share, place Solid Waste in, or to otherwise use the Bin,
6 Cart, Rolloff Box or other Container of another Person or business. Notwithstanding anything
7 contained herein to the contrary, the sharing of Containers shall be permitted under the following
8 conditions:

9 1. The owner, property manager or Person in charge or control of a Premises upon
10 which a Multi-Family Dwelling exists may arrange for Containers for shared use by the
11 occupants, tenants or Persons in possession of the Dwelling Units on such Premises.

12 2. The occupants of a single commercial building or contiguous and adjacent
13 commercial buildings may share a Container for Solid Waste Collection services at a
14 common location, subject to approval of the City Manager, which approval may be
15 delegated to a Franchisee. Approval by the City Manager shall be based upon (i) the type
16 of Solid Waste generated by each Commercial Premises; and (ii) the number of Containers
17 and frequency of Solid Waste Collection needed to protect the public health, welfare and
18 safety.

19 e. It is unlawful to use any Bin, Cart, Rolloff Box or other Container furnished by a
20 Franchisee for any purpose other than the Collection, accumulation and storage of Solid Waste; or
21 to convert or alter such Containers for other uses; or to intentionally damage such Containers.

22 f. All Containers used for the Collection of Solid Waste at Single Family Dwellings shall be
23 stored out of public view in a side or rear yard or an enclosed garage except on Collection day. If
24 the physical design of the Premises does not allow for obscuring Containers from public view,
25 Containers shall be stored in an area at the point furthest from the closest street or roadway.

26 g. Where it is determined by the City Manager that there is a lack of space on the Person's
27 Premises for the placement of Solid Waste Containers, with City Manager approval, the
28 Containers may be located on a City parking lot and shall be kept in enclosures approved by the

1 City Manager.

2 **6-2.106 Frequency of Collection.**

3 a. Residential Premises. With the exception of vacant Premises meeting the provisions of
4 section 6-2.103(b) above, not less than once per week, every owner, occupant or Person in
5 possession, charge or control of any Residential Premises within the City shall remove by self-
6 hauling (as provided herein) or cause to be removed by subscription to services provided by a
7 Franchisee all Solid Waste stored, generated, Collected or accumulated on such Premises.

8 b. Commercial Premises. With the exception of vacant Premises meeting the provisions of
9 section 6-2.103(b) above, not less than once per week, every owner, occupant or Person in
10 possession, charge or control of any Commercial Premises within the City shall remove by self-
11 hauling (as provided herein), or cause to be removed by subscription to services provided by a
12 Franchisee, all Solid Waste stored, generated, Collected or accumulated on such Premises.

13 c. Modifications to Collection Frequency. The City Manager may provide written notice to
14 the owner of any Premises that the above minimum removal requirements are not sufficient to
15 avoid the creation of a public nuisance due to unique circumstances at such Premises. The City
16 Manager may direct that Solid Waste shall be removed by the owner of any Premises so notified
17 on a more frequent schedule and/or that additional or larger Containers shall be utilized.

18 **6-2.107 Unlawful and Prohibited Acts.**

19 a. It is be unlawful for any Person other than a Franchisee (or its agents and employees) to
20 Collect any discarded Solid Waste including Recyclable Material, within the City. This
21 prohibition shall not, however, apply to:

- 22 1. a Person that obtains a self-hauler permit in accordance with this chapter;
- 23 2. the owner, tenant or occupant of Residential or Commercial Premises who has
24 subscribed for and is receiving Solid Waste Collections services from a Franchisee, when
25 such owner, tenant or occupant is Collecting materials generated at his/her own Premises
26 for delivery to a lawful disposal or Recycling facility. This exemption does not permit the
27 hiring of any Person or entity, other than a Franchisee, to Collect Solid Waste from one's
28 own Premises;

- 1 3. the Collection, transportation and disposal of construction and demolition debris by
2 a contractor, handyman, repairman or other similar service provider as an incidental part of
3 the services provided to its customers rather than as a hauling service, provided that such
4 Solid Waste is not Collected by a third party hired for the primary purpose of Collecting
5 said materials, and further provided that such services comply with any ordinances,
6 policies and regulations of City relating to the Collection of such materials;
- 7 4. the Collection of Yard Waste, green waste and related Solid Waste by a gardener or
8 landscaper as an incidental part of the gardening or landscaping services provided to its
9 customers, rather than as a hauling service, provided that such Solid Waste is not Collected
10 by a third party hired for the primary purpose of Collecting said materials;
- 11 5. any Person or entity Collecting Recyclable Material sold or donated to it by the
12 Person or entity that generated such Recyclable Material (the "generator") provided,
13 however, to the extent permitted by law, if the generator is required to pay monetary or
14 non-monetary consideration for the Collection, transportation, transfer or processing of
15 Recyclable Material, the fact that the generator receives a reduction or discount in price
16 therefor (or in other terms of the consideration the generator is required to pay) shall not be
17 considered a sale or donation; and
- 18 6. the Collection, transportation or disposal of Solid Waste by City employees in the
19 course and scope of their employment with the City.
- 20 b. It is unlawful for any Person, other than the owner, occupant or Person in possession,
21 charge or control of any Residential or Commercial Premises, or a Person authorized by law (such
22 as a Franchisee), to remove any Bin, Cart, Rolloff Box or other Container from any such Premises
23 or from any location where it was lawfully placed for Collection, without the prior written
24 approval of the owner, occupant or Person in possession, charge or control of such Premises.
- 25 c. No Person shall place Solid Waste adjacent to a street or public right-of-way for Collection
26 by a Franchisee without having first subscribed for Solid Waste Collection services with such
27 Franchisee.
- 28 d. No Person shall burn any Solid Waste within the City, except in an approved incinerator or

1 other device for which a permit has been issued by the building official and fire marshal, and
2 which complies with all applicable local, state and/or federal permit requirements, laws, rules and
3 regulations.

4 e. It is unlawful for any Person, other than a Franchisee, to take, remove or appropriate for
5 his/her own use any Solid Waste, including Recyclable Materials, which has been placed in any
6 street or alley for Collection or removal by a Franchisee, regardless of whether the Solid Waste is
7 placed in a Bin, Cart, Rolloff Box or other Container.

8 f. It is unlawful for any Person to throw, place, scatter, or deposit Solid Waste on the
9 property of another Person or upon any street, driveway, highway or alley in the City, except as
10 otherwise permitted in this Chapter.

11 g. It is unlawful for any Person to throw, place, scatter, or deposit Solid Waste on any
12 premises in the City in such a manner that the same is, or may become a nuisance or endanger the
13 public health.

14 **6-2.108 Use of Containers for Solid Waste Generated During Construction and**
15 **Demolition.**

16 Any Person who generates Solid Waste in connection with the construction of a new building, a
17 building addition, remodel, or the demolition of any structure for which a building permit is
18 required, shall either make arrangements for Solid Waste Collection service with the use of
19 Containers from a Franchisee, be registered to Self Haul such Solid Waste in the manner set forth
20 herein, or make arrangements pursuant to section 6-2.107(a)(3). In addition to constituting a
21 violation of this chapter, the failure to produce evidence of compliance with this section upon the
22 request of a City building inspector, code enforcement officer or other City officer shall result in
23 the red-tagging of the project by the City and a requirement that all work cease until compliance
24 with this section.

25 **6-2.109 Self Haulers.**

26 a. Self Haulers holding a self-hauler permit and operating in accordance with this chapter are
27 only permitted to Collect, transport and dispose of Solid Waste generated by and upon the Self
28 Hauler's own Premises. Under no circumstances may a Self Hauler Collect, transport or dispose

1 of Solid Waste generated upon Premises that are not owned, operated or controlled by the Self
2 Hauler. Notwithstanding any other provision of this chapter, Self Haulers shall not be permitted
3 to share, place Solid Waste in, or to otherwise use the Bin, Cart, Rolloff Box, or other Container of
4 another Person or business.

5 b. Permit. All Self Haulers shall subscribe to the following requirements:

6 1. Each Self Hauler shall obtain a permit from the City Manager. Self Haulers must
7 renew their permit at the commencement of each fiscal year. Initial applications for a
8 permit following the adoption of these regulations, for the 2014-2015 fiscal year, must be
9 submitted to the City Manager on or before January 1, 2015.

10 2. The application for a self-hauler permit, whether upon initial application or
11 renewal, shall include the following: (i) a list of all Bins, Carts, Rolloff Boxes and other
12 Containers to be used by the Self Hauler; (ii) a list of all transportation and disposal
13 equipment to be used by the Self Hauler; (iii) a written explanation of where all Solid
14 Waste will be delivered for disposal and diversion; (v) a written plan explaining to the
15 reasonable satisfaction of the City Manager how not less than fifty percent (50%) of Solid
16 Waste Collected will be diverted from disposal in compliance with AB 939 or other higher
17 diversion requirements as may be imposed by applicable laws; and (vi) any other
18 information deemed necessary by the City Manager to ensure protection of public health,
19 safety and sanitary needs.

20 3. Applications to renew a self-hauler permit shall additionally include: (i) receipts
21 from self-hauling activities undertaken in the prior year demonstrating that the applicant
22 has effectively diverted at least fifty percent (50%) of all Solid Waste Collected from its
23 Premises from landfills in a manner that complies with the requirements of AB 939 and
24 any other higher requirements as may be imposed by applicable laws; and (ii) receipts from
25 self-hauling activities undertaken in the prior year demonstrating that the applicant has
26 delivered Solid Waste Collected from its Premises to appropriate disposal or Recycling
27 facilities at least as frequently as Collection is required for such Self Hauler by the City
28 Manager.

1 4. The City Manager shall approve the application for a self-hauler permit if it meets
2 the requirements of this section, and if the equipment, Containers, diversion plan and
3 disposal plan are to his reasonable satisfaction, and if evidence of past diversion and
4 disposal requirements demonstrate the applicant has complied with the fifty-percent (50%)
5 diversion requirement, or such other diversion requirements as may be imposed by
6 applicable laws, and otherwise complied with all laws related to collection, transportation,
7 and disposal of Solid Waste.

8 c. Containers. Each Self Hauler shall provided its own Bins, Carts, Rolloff Boxes or other
9 Containers. Bins, Carts, Rolloff Boxes or other Containers utilized by a Self Hauler must conform
10 to industry standards for Solid Waste disposal and must be approved by the City Manager in
11 writing prior to issuance of a self-hauler permit. In addition, any Containers utilized by a Self
12 Hauler shall comply with the following requirements:

- 13 1. All Containers shall be maintained in good repair, and any question as to the
14 meaning of this standard shall be resolved by the City Manager.
- 15 2. All Containers shall be maintained in a sealed, watertight condition;
- 16 3. Self Haulers shall remove any graffiti that appears on Containers within twenty-
17 four (24) hours after becoming aware of it.

18 d. Collection and Transport Equipment. Collection and transport equipment, including but
19 not limited to transport trucks and vehicles, utilized by a Self Hauler must be approved by the City
20 Manager in writing prior to issuance of a self-hauler permit, and must be appropriate for their
21 intended purpose.

22 e. Non-Commercial Venture. It is the intent of this chapter to prevent and proscribe self-
23 hauling activities undertaken as a commercial enterprise. Self Haulers must obtain all equipment,
24 including Containers and Collection and transportation equipment, at a fair market value that does
25 not include any hauling services, "free" or otherwise. Stated otherwise, a Self Hauler may not pay
26 a solid waste enterprise an amount that exceeds fair market value for equipment, and then claim to
27 receive collection, transportation and disposal services at no cost from such solid waste enterprise.
28 A Self Hauler may utilize its own employees to undertake self-hauling activities, but under no

1 circumstance may a Self Hauler utilize an independent contractor or any other Person or entity for
2 Solid Waste Collection services other than a Franchisee.

3 f. Other Recycling Obligations. Self Haulers shall Recycle all Recyclable Materials not
4 otherwise addressed by this section to a degree and in a manner consistent with standards
5 generally applicable to the Solid Waste industry and as required by state law.

6 g. Collection Frequency. Unless otherwise specifically provided in this chapter, Self Haulers
7 shall remove Solid Waste from their Premises at least once per week. However, upon application
8 to the City for a self-hauler permit, the City Manager may determine a different frequency for
9 Solid Waste Collection, transport and disposal from the Self Hauler's Premises. This
10 determination shall be based upon the nature of the Premises, the type of Solid Waste generated by
11 the Premises, and the Collection capacity of the Self Hauler as demonstrated by information in the
12 application.

13 h. Hazardous and Special Wastes. Unless lawfully and currently licensed under state, federal
14 and local laws, no Self Hauler shall engage in the Collection, transport or disposal of Hazardous
15 Waste or Special Wastes.

16 i. Revocation. The City Manager may revoke a self-hauler permit if the permittee: (i) fails to
17 divert at least fifty percent (50%), or other higher diversion requirements as may be imposed by
18 applicable laws, of all Solid Waste Collected from its Premises from landfills in a manner that
19 complies with the requirements of AB 939, AB 341, and other applicable laws; (ii) fails to deliver
20 Solid Waste Collected from its Premises to appropriate disposal or Recycling facilities at least as
21 frequently as Collection is required for such Self Hauler by the City Manager, or (iii) fails to
22 comply with any section in this Code or other applicable law regarding the Collection, hauling,
23 transportation, or disposal of Solid Waste.

24 **6-2.110 Unauthorized Containers.**

25 In addition to any other penalties and/or remedies as set forth in this chapter or provided for by
26 law, any Container placed within the City for the Collection of Solid Waste in violation of section
27 6-2.107 (hereinafter "Unauthorized Container(s)") may be impounded as set forth herein.

28 a. The City Manager may cause a notice to be placed in a conspicuous place on any

1 Unauthorized Container directing that it be removed. The notice shall specify the nature of the
2 violation and shall state that the bin, drop-off box, trailer or waste receptacle must be removed
3 within twenty-four hours or it may be removed and stored by the City, and the contents disposed
4 of, at the expense of the owner thereof. The notice shall indicate the time that it was posted and
5 shall include the name and phone number of a person designated by the City to hear any appeal or
6 challenge to the requirement that the Container be removed; and, further, shall indicate that any
7 appeal of the order for removal must occur within twenty-four hours of the posting of the notice.
8 The posting of a notice to remove shall constitute constructive notice to the owner and user of the
9 requirement to remove the Unauthorized Container, and a copy of the notice shall be provided to
10 owner of the Unauthorized Container once said owners identity is ascertained by the City, and if
11 not provided sooner, a copy of the notice shall be provided at such time as the owner of the
12 Unauthorized Container seeks to retrieve any such Container removed hereunder.

13 b. If within twenty-four hours after a notice to remove is posted on an Unauthorized
14 Container a request for an appeal has not been received and the bin, drop-off box, trailer or waste
15 receptacle is not removed, the City Manager may direct the removal and storage of the
16 Unauthorized Container. In addition, if the contents of the Container is either comprised of a
17 substantial amount of petrusible Solid Waste, or determined by the City Manager to create a threat
18 to health and safety if not disposed of immediately, the City Manager may direct that the contents
19 of the Container be disposed of. The owner of the Unauthorized Container shall be responsible to
20 reimburse the City for the actual cost of removal, storage and disposal. All amounts due to the
21 City for the cost of removal, storage and disposal must be paid before the Unauthorized Container
22 may be returned to the owner. Such amounts shall constitute a debt owed by the owner to the
23 City, and the owner shall be liable to the City in an action brought by the City for the recovery of
24 such amounts.

25 c. Between the date following the date upon which any Unauthorized Container is removed
26 by the City, and the date which is five (5) business days following its retrieval from City, the
27 owner of the Unauthorized Container may request a hearing to appeal the City's determination that
28 the Container is an Unauthorized Container subject to removal by City as set forth herein. The

1 City Manager shall establish a procedure for such a hearing and the method for requesting such a
2 hearing shall be included on the notice to remove. If the appeal is granted, any payments due to
3 City shall be forgiven and any amounts paid reimbursed.

4 d. If the identity of the owner of an Unauthorized Container that has been removed by the
5 City is known to the City Manager, the City Manager shall promptly cause a copy of the notice to
6 remove to be mailed to the owner along with a request that the owner to claim the stored property.
7 If the Unauthorized Container is not claimed within ninety-five days after mailing of the notice to
8 the owner, or ninety days after removal if the identity of the owner is unknown to the City
9 Manager, the Unauthorized Container and its contents shall be deemed abandoned property and
10 may be disposed of accordingly. The notice to be posted on Unauthorized Containers shall
11 specify that the forgoing procedure related to abandonment will apply.

12 **6-2.111** **Violations**

13 a. Penalty.

14 Any Person who violates any provision of this chapter shall be guilty of a separate offense for
15 each and every day, or any portion thereof, of which any violation of any provision of this chapter
16 is committed, continued, or permitted by such Person, and shall be punishable as misdemeanor or
17 an infraction, at the discretion of the City Manager.

18 1. *Penalty for Misdemeanor Violation.* Any Person convicted of a misdemeanor under
19 any provision of this chapter shall be punishable by a fine of not more than One Thousand
20 Dollars (\$1,000.00), or by imprisonment in the City or County Jail for a period not
21 exceeding six (6) months, or by both such fine and imprisonment.

22 2. *Penalty for Infraction Violation.* Any Person convicted of an infraction under any
23 provision of this chapter shall be punished by:

24 (a) A fine not exceeding One Hundred Dollars (\$100.00) for a first violation;

25 (b) A fine not exceeding Two Hundred Dollars (\$200.00) for a second violation of
26 the same provision within one (1) year; and

27 (c) A fine not exceeding Five Hundred Dollars (\$500.00) for a third and for any
28 additional violation of the same provision within one (1) year.

1 b. Violations Deemed to be a Public Nuisance.

2 In addition to any penalties otherwise imposed, any violation of the provisions of this chapter is
3 deemed to be a public nuisance which may be abated in the manner provided by law for the
4 abatement of nuisances.

5 c. Attorneys' Fees.

6 In addition to any civil and criminal penalties as provided by the provisions of this chapter or
7 otherwise, the City may recover reasonable attorneys' fees and court costs other such expenses of
8 litigation and/or prosecution as it may occur by appropriate suit at law against the Person found to
9 have violated any provisions of this chapter.

10 **6-2.112** Delinquent Accounts.

11 a. Delinquent Accounts.

12 The Franchisee shall take all reasonable efforts to diligently pursue and collect all fees and charges
13 due to the Franchisee for Collection of Solid Waste. For delinquent accounts, the City shall assist
14 the Franchisee in placing those delinquent accounts on the annual tax roll if the Franchisee
15 provides the City with all the information necessary and requested by the City to do so.

16 b. Process for Placing Delinquent Accounts on the Tax Roll.

17 1. Information Provided By Franchisee.

18 The information the Franchisee shall provide to the City shall include, but is not limited to:

19 a. Individual letters with prepaid postage that contain the names of the Persons (if
20 different from the owner) subscribing to Solid Waste Collection services;

21 b. The address of the owner and/or Person subscribing to Solid Waste Collection
22 services as of the last updated tax roll;

23 c. The legal description of the Premises receiving Solid Waste Collection services;

24 d. The assessor's parcel number for the Premises;

25 e. Any other information is required by the County of Los Angeles Tax Collector;

26 f. The amount delinquent and remaining unpaid; and

27 g. The amount of the collection costs.

28 2. Public Hearing.

1 The City shall hold a public hearing on the submitted delinquent accounts. At least fifteen
2 (15) days prior to the public hearing, the City Manager shall mail written notice to owner of the
3 Premises and the Person subscribing to Solid Waste Collection services (if different from owner)
4 setting forth: (i) the amount delinquent and unpaid, the collection costs, and administrative costs
5 incurred; (ii) the date that the City Council shall at a regular meeting review and approve as an
6 assessment against the Premises such amount; and (iii) that if such amount is not paid before the
7 assessment is determined and approved by the City Council, then and in that event, there shall be
8 recorded in the Office of the Los Angeles County Recorder a statement of the total balance due
9 together with the legal description of the Premises affected.

10 3. Assessment.

11 From and after the date of such recordation, the balance due shall be a special assessment
12 against the Premises; the assessment shall be collected at the same time and in the same manner as
13 County property taxes and shall be subject to the same penalties and to the same procedure, and
14 sale in case of delinquency, as provided for ordinary County property taxes; all laws applicable to
15 the levy, collection and enforcement of County property taxes shall be applicable to such special
16 assessment. The Franchisee shall be paid the amount actually recovered by the City on an unpaid
17 account less fifteen (15%) percent. Said payment to the Franchisee shall be made within thirty
18 (30) days of the City's receipt of funds.

19 4. Appeal.

20 At any time, any owner of any Premises who desires to contest the extent, degree or
21 reasonableness of the charges, shall make payment of such charges under protest and, at the same
22 time, shall have the privilege to present said matter to an Appeal Board of City consisting of the
23 head of the Department of Public Works, City Manager and the Director of Finance. Said matter
24 may be considered at a hearing after written notice is given to both the owner and the Franchisee.
25 A quorum of two (2) members of said Appeal Board shall constitute sufficient attendance for
26 action by said board. In connection with the resolution of such disputes, the Appeal Board is
27 authorized to make an independent investigation and present the findings of such investigation at
28 the hearing. Written notice of the decision of the Appeal Board shall be given to both parties not

1 later than five (5) working days after said hearing. Within fifteen (15) days after such notice of the
2 decision, the owner may appeal in writing to the City Council, whose determination shall be final.

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1 Chapter 6-7, sections 6-7.01, 6-7.03, and 6-7.06 are amended as follows:

2 **CHAPTER 6-7**

3 **SOLID WASTE ADMINISTRATIVE SERVICE CHARGE**

4 **6-7.01 Purpose of Provisions.**

5 The purpose of this chapter is to establish and collect the service charge authorized by Sections
6 41901 and 41902 of the Public Resources Code in order to fund the reasonable and necessary
7 costs incurred by the City in the implementation and administration of the City's Household
8 Hazardous Waste Element and the City's Source Reduction and Recycling Element, prepared
9 pursuant to Section 40000, et seq. of the Public Resources Code. The service charge will be levied
10 upon each parcel of property in the City and collected by the City for Residential Premises
11 receiving Solid Waste Collection services and by the City's Franchisee for Commercial Premises
12 receiving Solid Waste Collection services.

13 . . .

14 **6-7.03 Definitions.**

15 . . .

16 (b) "Solid Waste" shall mean and include all Solid Waste as defined in Section 6-2.100(v) of
17 the Municipal Code.

18 . . .

19 **6-7.06 Billings.**

20 The solid waste administrative services charge established by Section 6-7.04 of this Code shall be
21 collected by the City for Residential Premises receiving Solid Waste Collection services and by
22 the City's Franchisee for Commercial Premises receiving Solid Waste Collection services.

23 The procedures for billing, collection and administration of delinquent accounts set forth in Article
24 1 of Chapter 2 of Title 6 of this Code shall be applied to collection of the solid waste
25 administrative services charge by the City's Franchisee for Commercial Premises receiving Solid
26 Waste Collection services.

27

28

1 Chapter 6-8, Recycling Requirements for Large Events and Large Venues is hereby added as
2 follows:

3 **CHAPTER 6-8**

4 **RECYCLING REQUIREMENTS FOR LARGE EVENTS AND LARGE VENUES**

5 **6-8.101 Definitions.**

6 For the purposes of this chapter, the following words and phrases shall have the meanings
7 respectively ascribed to them by this section:

- 8 (a) "Applicant" means any individual, firm, limited liability company, association, partnership,
9 political subdivision, government agency, municipality, industry, public or private
10 corporation, or any other entity whatsoever who applies to the City for a permit, as defined
11 in this chapter, and who is, therefore, responsible for meeting the requirements of this
12 chapter.
- 13 (b) "Large Event" means any large event that charges an admission price or for which an
14 Applicant seeks temporary or periodic use or occupancy in or on a public street, publicly
15 owned site or facility or public park within the City for a civic, commercial, recreational or
16 social event attended by more than 2,000 persons, including workers, per day of operation.
- 17 (c) "Large Venue" means a facility that annually seats or serves an average of more than 2,000
18 individuals per day of operation, including workers, such as, but not limited to, convention
19 centers, community centers, golf clubs, amusement parks, recreational parks, theaters and
20 concert halls located within the City and any other facility or place that is a "venue facility"
21 for purposes of Public Resources Code section 42648. For purposes of this chapter, a site
22 under common ownership or control that includes more than one large venue that is
23 contiguous with other large venues in the site, is a single large venue.
- 24 (d) "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting
25 items that would otherwise be disposed of in a landfill.
- 26 (e) "Waste Management Plan" means a plan for reducing and managing solid waste, submitted
27 to the City Manager or his designee for review in compliance with this chapter.
28

1 **6-8.102** **Purpose.**

2 The City Council declares that the purpose of this chapter is to reduce solid waste from Large
3 Events and Large Venues by requiring those who operate Large Events and Large Venues to
4 develop and implement Waste Management Plans to reduce solid waste placed in landfills and to
5 report diversion and Recycling to the City.

6 The following Large Events and Large Venues are subject to the requirements of this chapter:

7 (a) All events charging an admission price or for which an Applicant seeks temporary or
8 periodic use or occupancy of a public street, publicly owned site or facility or public park
9 within the City for a civic, commercial, recreational or social event attended by or
10 anticipated to be attended by an average of more than 2,000 individuals per day of
11 operation.

12 (b) All venues that annually seat or serve an average of more than 2,000 individuals per day of
13 operation, including but not limited to convention centers, community centers, golf clubs,
14 amusement parks, recreational parks, theaters and concert halls located within the City.

15 **6-8.103** **Application of Chapter to Large Events and Large Venues.**

16 Large Events and Large Venues shall meet the requirements of and shall comply with all
17 provisions of this chapter.

18 **6-8.104** **Waste Management Plan Requirements.**

19 (a) All Large Event Applicants shall develop and submit to the City a Waste Management
20 Plan for reducing and Recycling solid waste as part of the application for a permit. The
21 Waste Management Plan shall include the following information:

- 22 1. An estimate of the anticipated amount and type of solid waste generated and
23 material disposed and diverted from the event.
- 24 2. Proposed actions to reduce, reuse and recycle the amount of solid waste generated
25 from the event.
- 26 3. Arrangements for the separation, collection and diversion from landfills of reusable
27 and recyclable materials.

28 (b) All Large Venues shall develop and submit to the City a Waste Management Plan on an

1 annual basis on or before January 1 of each year. The Waste Management Plan shall
2 include the following:

- 3 1. An estimate of the amount and type of solid waste generated and material disposed and
4 diverted from the venue.
- 5 2. The existing solid waste reduction, reuse and Recycling programs that the operator of the
6 Large Venue utilizes.

7 (c) All Large Event Applicants and Large Venue operators shall, on or before July 1, 2014,
8 and on or before July 1, biennially thereafter, meet with recyclers and solid waste service
9 providers of the Large Event or Large Venue to determine the appropriate solid waste
10 reduction programs to meet the requirements of this chapter.

11 **6-8.105 Review of Waste Management Plan.**

12 (a) Time for Review. A Waste Management Plan shall be approved or rejected no later than
13 20 business days after a complete application is made for a Large Event and or a Waste
14 Management Plan is submitted for a Large Venue.

15 (b) Approval. The City Manager or his designee may approve the plan subject to conditions
16 reasonably necessary to meet the standards of this chapter and may consult with the City's
17 solid waste hauler concerning the viability of the Waste Management Plan and compliance
18 by Large Events and Large Venues with diversion requirements:

19 (c) Rejection. If the City Manager or his designee rejects the Waste Management Plan, the
20 grounds for rejection shall be clearly stated in writing.

21 **6-8.106 Waste Management Compliance Reporting.**

22 Within 30 days of receiving a written request for information from the City, the Large Event or
23 Large Venue operator shall provide a written report to the City Manager or his designee
24 containing the following documentation:

25 (a) A listing of solid waste reduction, reuse, Recycling and diversion programs implemented
26 for the event or venue.

27 (b) The type and weight of materials diverted and disposed at the event or venue.

28 **6-8.107 Actions by the City.**

1 (a) When issuing a permit to an operator of a Large Event or Large Venue, the City shall
2 provide information to the operator that can be implemented to reduce, reuse and recycle
3 solid waste materials generated at the event or venue and provide contact information
4 about where solid waste materials may be donated, recycled or composted. This
5 information may include, but is not limited to, providing information directing the operator
6 of the Large Event or Large Venue to the CalRecycle Web site or any other appropriate
7 Web site.

8 (b) As part of the City's annual report submitted pursuant to Public Resources Code section
9 41821 to CalRecycle City shall include an estimate and description of the top 10% of its
10 Large Events and Large Venues based upon the amount of solid waste generated at such
11 events and venues as submitted by operators of Large Events and Large Venues. To the
12 extent that the information is readily available to the City, the information shall include the
13 name, location and a brief description of the event or venue, a brief description of the types
14 of solid waste generated, types and estimated amount of materials disposed and diverted by
15 weight, and existing solid waste reduction, reuse and Recycling programs that the operator
16 of the Large Event or Large Venue utilizes to reduce, reuse and recycle the solid waste.

17 (c) The City may charge and collect a fee from an operator of a Large Event or Large Venue
18 in an amount to be established by resolution of the City Council to recover the City's
19 estimated costs incurred in complying with this chapter.

20 **6-8.108** **Penalty.**

21 In addition to any other available penalties and/or remedies, any event or venue identified under
22 this chapter as a Large Event or Large Venue not complying with the Waste Management Plan
23 approved by the City Manager or his designee may be subject to solid waste audits by the City or
24 its designated representatives or contractors at the expense of the operator of the Large Event or
25 Large Venue. Based on such audits, the City may require additional processing of solid waste
26 generated by the event or venue, at an additional cost to the operator, to meet the diversion goals
27 of the City.

28



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

October 20, 2014

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:

AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH LORRAINE MENDEZ AND ASSOCIATES TO PROVIDE ADDITIONAL SERVICES TO ASSIST IN ADMINISTRATING THE TENANT BASED ASSISTANCE PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Amendment to a professional services contract to Lorraine Mendez & Associates (LMA) to increase the contract amount by \$27,500 to provide additional program administrative and compliance services related to the HUD HOME Tenant Based Assistance Program.
2. Authorize the Interim City Manager to execute the contract

BACKGROUND

On July 7, 2014, the City Council approved a contract with Lorraine Mendez & Associates (LMA) to providing consulting services for the administration of Federal Housing and Urban Development (HUD) grant programs. The scope of services includes; *assist* in the monitoring, tracking, drawdown requests, review of eligibility of programs, preparation of the 5 year Consolidated Plan, Consolidated Annual Performance Evaluation Report (CAPER), Annual Action Plan, and submittal of required compliance reports for the CDBG, HOME, and Lead-Based Paint programs. In addition, the consultant will be expected to provide insight regarding program guidelines and interpretation of HUD policies and procedures.

Currently, Lifesteps, a non-profit organization, is administering the TBRA program for the City. Lifesteps agreement is due to expire on January 1, 2015 and is not interested in continuing managing the program for City. In order to meet our obligation with HUD and to manage a good program staff found it necessary to seek assistance from LMA to assist in managing the TBRA program.

AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH LORRAINE MENDEZ AND ASSOCIATES TO PROVIDE ADDITIONAL SERVICES TO ASSIST IN ADMINISTRATING THE TENANT BASED ASSISTANCE PROGRAM

October 20, 2014

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The additional scope of work that LMA will include; administering and oversee the TBRA program application process, tenant eligibility, monitoring for compliance, reviewing the rental subsidy on a monthly basis and annual recertification. The program and administration will be funded as a direct project delivery from the City's HUD HOME grant funds.

FISCAL IMPACT/FINANCING

Staff recommends to amend the agreement and increase the contract amount by \$27,500 for the additional scope of services. The new contract amount will increase from a not-to-exceed budget of \$155,000 to \$182,500. The TBRA program and budget has been approved in the Fiscal Year 2014-2015 Annual Action Plan/ City budget.

The additional fee is grant funded as direct project delivery cost and will not impact the general fund.

LEGAL AND PROGRAM REQUIREMENTS

In a recent discussion with HUD, it was required that our Tenant Based Assistance program (TBRA) be made available City wide in order for the program to be eligible. Staff modified the TBRA program requirement and guidelines to only assist seniors that are residing in age restricted affordable housing developments (due to the complexity of the program and landlord ability to manage the program requirements and obligations). Staff solicited applicants by contacting the local age restricted affordable housing development in the City (i.e. Huntington Plaza, Casa Bonita, Concord, and Seville Gardens) and asked the housing management team if they would be interested in participating in TBRA program. Casa Bonita was interested in participating and felt they had the capacity ability to manage the program as required from HUD.

The selection process of the tenants included a lottery amongst the eligible seniors at Casa Bonita. A total of 68 tenants were eligible to participate in the lottery, 18 applicants were selected to participate in the TBRA program. The selected tenants were required to provide income verification as low income resident. If they were eligible they would be provided temporary rental assistance for an 18 month period. After the 18 months the tenants' rents will return to the regular monthly rate.

CONCLUSION

Authorize Interim City Manager to execute the Amendment to the professional services agreement with Lorraine Mendez and Associates.

AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH LORRAINE MENDEZ AND ASSOCIATES TO PROVIDE ADDITIONAL SERVICES TO ASSIST IN ADMINISTRATING THE TENANT BASED ASSISTANCE PROGRAM

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Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

A. Amended Agreement



2014

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Administration of Housing and Urban Development grant programs
City of Huntington Park – Lorraine Mendez and Associates LLC

THIS FIRST AMENDMENT (the "Amendment") to Professional Services Agreement for administration of certain United States Department of Housing and Urban Development (HUD) grant programs is made and entered into this _____ day of October 2014 by and between the City of Huntington Park, a municipal corporation ("City") and Lorraine Mendez and Associates LLC ("Consultant").

RECITALS

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

WHEREAS, on or about July 1, 2014, the Parties executed and entered into that certain agreement titled, Professional Services Agreement (hereinafter, the "Master Agreement") which is attached hereto as Exhibit "B"; and

WHEREAS, the City desires to increase the scope of services and corresponding compensation in the Master Agreement to provide additional administrative and compliance services related to Tenant-based Rental Assistance funded by HUD's HOME Investment Partnerships Program; and

WHEREAS, Consultant has represented to City that it has the requisite skill and experience to competently perform the desired professional services; and

WHEREAS, Section 1.2 of the Master Agreement allows the City to order changes to the scope of work, provided it does not result in adjusting the compensation for tasks contemplated in the Master Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term. Section 3.4 of the Master Agreement is hereby amended to extend the term to January 1, 2016. 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.

2. Scope of Services. Pursuant to Section 1.2 of the Master Agreement, Consultant agrees to perform the additional services set forth in Consultant's letter dated October 13, 2014 and attached hereto as Exhibit "C."

3. Contract Sum. Section 2.1 of the Master Agreement is hereby amended to increase the compensation by \$27,500. Accordingly, the total amount not-to-exceed budget of \$155,000 is hereby increased to \$182,500.

4. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together 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.

5. In the event of any conflict or inconsistency between this Amendment and the Master Agreement, the provisions of this Amendment shall control, but only to the extent necessary to resolve the conflict or inconsistency.

6. This Amendment may be executed in counterparts, which together shall comprise a single instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Master Agreement as of the date first appearing above.

CITY OF HUNTINGTON PARK:

Lorraine Mendez and Associates LLC

By: _____
Julio Morales, Interim City Manager

By: _____
Lorraine Mendez
Principal

ATTEST:

By: _____
Donna Schwartz, Interim City Clerk

APPROVED AS TO FORM:

By: _____
Isabel Birrueta, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of **July 1, 2014**, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and LORRAINE MENDEZ AND ASSOCIATES LLC, a California corporation ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, will provide professional services for administration of Federal Housing and Urban Development (HUD) Grant Programs, as specified in the "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the schedule of compensation, and/or (ii) the schedule of performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

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

1.5 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit A in a total amount not to exceed One Hundred and Fifty Five Thousand Dollars (\$155,000), except as provided in Section 1.2. The method of compensation set forth in Exhibit A may include a lump sum payment upon completion of a task, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in Exhibit A. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or service charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in Exhibit A.

2.2 Method of Payment. Unless otherwise provided in Exhibit A, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

SECTION THREE: PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit A. Extensions to the time period specified in Exhibit A may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in Exhibit A for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. The term of this agreement shall commence on July 8, 2014 and terminate on July 1, 2015 (initial term). This agreement may be extended upon mutual agreement by both parties for two additional years or until July 1, 2018. Unless earlier terminated in accordance with Sections 8.10 or 8.11 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in Exhibit A.

SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. **Lorraine Mendez, Principal** is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

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

SECTION FIVE: INSURANCE AND INDEMNIFICATION

5.1 Without limiting Consultant's indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by City.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The limits shall be no less than \$1,000,000 per claim and annual aggregate. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of one year after the completion of the contract work.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) "The City of Huntington Park, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Huntington Park. The coverage shall contain no special limitations on the scope of protection afforded to the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy."

(d) "Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Huntington Park, its officers, directors, employees, representatives, or volunteers."

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

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the

Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable, but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subconsultants/subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subconsultants/subcontractor in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the

part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.9.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

5.9.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION SIX: RECORDS AND REPORTS.

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

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

7.1 All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants/subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

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

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

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of

persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

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

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

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

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

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

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

8.10 Termination Prior To Expiration of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with Exhibit A or such as may be approved by the Contract Officer.

8.11 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

8.12 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

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

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

SECTION NINE: MISCELLANEOUS

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

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

To Consultant: Lorraine Mendez and Associates
Lorraine Mendez, Principal
2100 Cold Stream Court
Oxnard, CA 93036

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

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be

interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

9.7 Precedence: In the event of any discrepancy between the provisions of this Agreement and Exhibit A, this Agreement shall take precedence and prevail.

[SIGNATURES BEGIN ON NEXT PAGE]

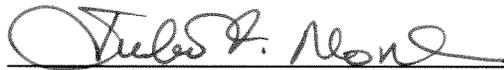
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

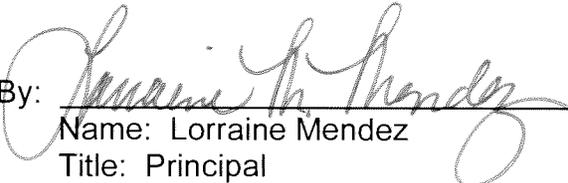
CITY:

CONSULTANT:

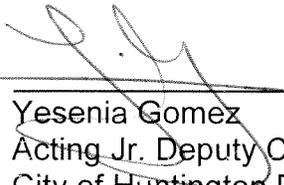
CITY OF HUNTINGTON PARK

LORRAINE MENDEZ AND ASSOCIATES

By: 
Julio Morales, Interim City Manager
City of Huntington Park

By: 
Name: Lorraine Mendez
Title: Principal

ATTEST:

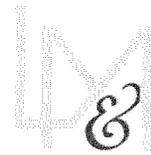
By: 
Yesenia Gomez
Acting Jr. Deputy City Clerk
City of Huntington Park

APPROVED AS TO FORM

By: 
Todd Litfin, Interim City Attorney
City of Huntington Park

EXHIBIT A
PROPOSAL

Lorraine Mendez



June 2, 2014

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
ATTN: Manuel Acosta, Housing and Community Development Manager

**SUBJECT: PROPOSAL FOR CONSULTING SERVICES FOR ADMINISTRATION OF
FEDERAL HUD PROGRAMS/SERVICES/ACTIVITIES**

Dear Mr. Acosta,

This letter serves to thank you for the opportunity to provide services related to the administration of your HUD program. I am pleased to offer our services based upon extensive experience in providing professional grants administration and affordable housing project management services. My firm has broad experience in CDBG and HOME grants management and project monitoring for entitlement and participating jurisdictions. We provide professional and technical services to various cities to assist in the development and implementation of program activities to ensure programs are within HUD compliance.

Our consultant services also include the preparation of reports and housing agreements as well as the completion of the Annual Action Plan, Consolidated Plan, and Comprehensive Annual Performance and Evaluation Report (CAPER). We will ensure that all projects and activities will be reported timely and accurately in the Integrated Disbursement and Information System (IDIS).

As principal of Lorraine Mendez & Associates (LM&A), I will maintain responsibility for project management, will serve as the primary staff member responsible for preparation of the all documents, and coordination with City staff. Assisting me are Karen Warner of Karen Warner Associates, Duane Solomon, and Maria Torres-

Castaneda. All team members have experience in having worked for governmental jurisdictions, as well as for housing policy and community development consultants. Together, the project team brings nearly 100 years municipal experience in housing and community development. The team of LM&A is committed to completing all assignments with detail and accuracy and ensuring all projects are on schedule.

We thank you for your consideration and look forward to the opportunity to work for the City of Huntington Park.

Sincerely,

LORRAINE MENDEZ & ASSOCIATES



Lorraine M. Mendez
Principal

Attachment: Proposal for Administration of Federal HUD
Programs/Services/Activities

2014

PROPOSAL FOR
Administration of Federal HUD
Programs/Services/Activities

SUBMITTED TO
THE CITY OF HUNTINGTON PARK
BY LORRAINE MENDEZ & ASSOCIATES, LLC

Lorraine Mendez



TITLE PAGE

Project Title: City of Huntington Park
Administration of Federal Department
of Housing and Urban Development
Programs/Services/Activities

Firm: Lorraine Mendez & Associates, LLC
2100 Cold Stream Court
Oxnard, CA 93036
Tel: 805.665.7310/Fax: 805.485.1904



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Lorraine Mendez



I. FIRM INFORMATION

Lorraine Mendez & Associates, LLC

Legal Name: Lorraine Mendez & Associates, LLC
Office Location: 2100 Cold Stream Court
Oxnard, California 93036
Tel: 805.665.7310/Fax: 805.485.1904
Lorraine-Mendez@hotmail.com
Contact Person: Lorraine M. Mendez, Principal
Tax ID No.: 27-2898748
DUNS No.: 004317204

Lorraine Mendez & Associates, LLC, (LM&A) a California Corporation, is the prime consultant for this project with Karen Warner Associates, Duane Solomon, and Maria Torres-Castaneda as sub-consultants. Together, the team offers multi-disciplinary planning and project administration services to many cities in California.

II. EXECUTIVE SUMMARY

Lorraine Mendez & Associates, is a consulting firm specializing in the administration and implementation of HUD Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funds. With a core team of experienced professionals and a team approach to most consulting projects, LM&A will be able to offer a more balanced quality service than many of its competitors.

Lorraine Mendez & Associates is a team of four business consultants. Each consultant specializes in a particular discipline, including planning, HUD Administration, CDBG subrecipient monitoring, HOME monitoring and project management, and residential rehabilitation administration. LM&A offers a list of services for city's with HUD entitlement programs, which includes the following:

- Ongoing Administration of HUD Programs
 - Preparation of Eligibility and Environmental Review Records
 - Management of the Federal Integrated Disbursement and Information System
 - Preparation of agreements for CDBG public service subrecipients, and HOME agreements
 - CDBG and HOME budget preparation
 - Administration of property rehabilitation programs
 - Financial management activities including development and management of IDIS draws
 - Contract administration and monitoring of CDBG and HOME projects
- Development and maintenance of HUD Policies and Procedures manual
- Maintenance of project filing system
- Respond to public inquiries on HUD programs as needed
- Respond to HUD letters, audits, and monitoring as needed
- Development and amendments to Five Year Consolidated Plans, Annual Action Plans, and Consolidated Annual Performance and Evaluation Reports (CAPER)



III. QUALIFICATIONS AND EXPERIENCE

The project will be managed by Lorraine M. Mendez of Lorraine Mendez & Associates with the assistance of Karen Warner of Karen Warner Associates, Duane Solomon, and Maria Torres-Castaneda. All team members will be available through the course of the project. Below is a brief description of the team's qualifications.

Lorraine Mendez & Associates, LLC

Lorraine Mendez, Principal, will serve as Project Manager of the project. Ms. Mendez has extensive experience with the administration of HUD's CDBG and HOME programs. In administering these programs, Ms. Mendez has assisted in the preparation of Five-Year Consolidated Plans using the new eCon Planning Suite, Annual Action Plans, Consolidated Annual Performance Evaluation Reports (CAPER), and Analysis of Impediments for numerous cities in southern California. In the role of HUD program administrator, LM&A manages the federal Integrated Disbursement and Information System (IDIS), prepares CDBG and HOME fiscal budgets, and monitors CDBG subrecipients HOME-assisted affordable housing agreements.

LM&A has worked under contract with various consultants, including Karen Warner Associates (Huntington Park, Huntington Beach, Burbank), Solomon & Associates (Garden Grove), Castaneda Associates (Indio), GRC Associates (Bakersfield), and more recently as principal of Lorraine Mendez & Associates, LLC in cities such as Huntington Beach, Garden Grove, Burbank, and Westminster. Specifically in the cities of Huntington Park and Westminster, LM&A has overseen complete implementation of the CDBG and HOME programs. LM&A also has five years' experience working for the City of Burbank where she gained knowledge and experience in the fields of Redevelopment, housing, community development, fiscal management, goal setting, and performance tracking.



Karen Warner Associates (Subconsultant)

Karen A. Warner, AICP, Subconsultant, is a consultant with over 20 years of experience in providing housing policy services to municipal clients. KWA offers a range of housing services, along with GIS mapping and graphics for Housing Plans, special housing studies, and public outreach. Ms. Warner has overseen the preparation of numerous federally mandated housing plans, including over 25 Consolidated Plans and 15 Analysis of Impediments to Fair Housing Choice (AI). Many of these plans have involved extensive community participation and consensus building among divergent stakeholders to establish the community's long-range vision for expenditure of public funds. She oversees administration of the CDBG/HOME Program for Huntington Park, and completed the 2013-2017 Consolidated Plan for Burbank using HUD's new e-Con Planning Suite.

Prior to forming KWA in 2002, Ms. Warner worked as a planner in both the public and private sectors. Private sector experience over the past 25 years included serving as Director of Housing Programs for Cotton/Bridges/Associates, and as General Plan project manager for Envicom Corporation. Public sector experience included current planning work for the City of Paramount and County of Santa Barbara. As a research assistant for HUD in Washington D.C., Ms. Warner produced a guidebook for local jurisdictions to facilitate mixed-use development.

Ms. Warner has served as a conference speaker on housing issues for APA, CRA, HUD, NAHRO, HUD, and the League of California Cities. *Most recently, she served as a panel member on HCD's Housing Element Streamlining session at the 2013 California American Planning Association (CCAPA) annual conference.*

Duane Solomon (Subconsultant)

Duane Solomon, Project Manager, is a single employee consulting firm with extensive experience now amounting to 38 years in providing project management, technical assistance and administration of Federal grant programs, with a specific emphasis in the Home Investment Partnerships Act (HOME) Program and Community Development Block Grant (CDBG) programs. The Consultant is trained in the statutory and regulatory limits of federal community development and housing programs and federal cross cutting requirements. Mr. Solomon has provided CDBG and HOME program grant services to a variety of cities in Los



Angeles, San Bernardino and Orange counties. Mr. Solomon has been retained by various cities such as Garden Grove, Claremont, Santa Clarita and Burbank, to provide related grant management and housing project management funded with federal and redevelopment agency Tax Increment Low and Moderate Income Housing Funds. Mr. Solomon has served as a Subconsultant to Karen

Warner Associates providing similar services to the city of Huntington Park and preparing Yorba Linda's first Consolidated Plan, Annual Action Plan and Consolidated Annual Performance Evaluation Report as an entitlement city; to Ralph Castaneda Associates in the cities of Temple City, Indio and Monterey Park; and to Lorraine Mendez & Associates in the City of Westminster, Garden Grove and Huntington Beach.

Maria Torres-Castaneda (Subconsultant)

Maria Torres-Castaneda, has extensive experience providing overall review and management of residential rehabilitation and lead abatement programs including preparation of ERR and SHPO documents, inspections, work write ups, bidding, coordination of relocation activities, construction management, and federal compliance reporting. Ms. Torres-Castaneda also has many years of experience administering CDBG programs, particularly with respect to the management of CDBG public service subrecipients. Monitoring, filing, and invoice processing are just some of the responsibilities Ms. Torres-Castaneda has had during her consulting career.

IV. COST PROPOSAL

TASK 1: Consolidated Plan

The Consolidated Plan is a process and report required by HUD for cities receiving CDBG and other HUD funds. It establishes housing, community development, homeless, economic development needs and the community action over the next five-year period. The Consolidated Plan will assess the existing community needs, develop new strategies, and incorporate performance measures as required by HUD regulations.

Lorraine Mendez & Associates will contract with Karen Warner Associates (KWA) to prepare the City's 2015/16-2019/20 Consolidated Plan for the City of Huntington Park consistent with federal regulations under CFR 24 Part 91 – Consolidated Submissions for Community Planning and Development Programs. Based on these regulations and the City's current Plan structure, the Consolidated Plan will include the following required components:

STRUCTURE OF PLAN

Executive Summary

I. Introduction

- A. The Consolidated Plan Document
- B. Lead Agency
- C. Data Sources

II. Community Participation and Consultation

- A. Community Participation
 1. Community Outreach
 2. Summary of Public Comments
- B. Consultation
 1. Consultation Workshops
 2. Agency Surveys
 3. Agencies Consulted



III. Housing and Household Needs Assessment

- A. Demographic Profile and Needs Assessment
 - 1. Population Growth and Trends
 - 2. Age Characteristics
 - 3. Race and Ethnicity
- B. Household Profile and Needs Assessment
 - 1. Household Characteristics
 - 2. Special Needs Populations
 - 3. Income Profile
- C. Homeless Needs Assessment
 - 1. Homeless Profile
 - 2. Homeless Services and Facilities
 - 3. Homeless Needs and Gaps in Service
 - 4. Needs of Persons At Risk of Homelessness
- D. Housing Profile and Needs Assessment
 - 1. Housing Characteristics
 - 2. Lead-Based Paint Hazards
 - 3. Housing Market Analysis
 - 4. Housing Affordability
 - 5. Barriers to Affordable Housing
- E. Public and Assisted Housing
 - 1. Public Housing
 - 2. Tenant-Based Housing Assistance
 - 3. Assisted Housing
 - 4. At-Risk Housing Analysis
- F. Current Estimated Housing Needs
 - 1. Overcrowding
 - 2. Overpayment
- G. Five-Year Projected Housing Needs

H. Fair Housing

1. Fair Housing Discrimination Complaints
2. Landlord Tenant Issues

IV. Community Development Needs Assessment

A. Economic Development Profile and Needs Assessment

1. Economic Profile
2. Economic Development Needs

B. Infrastructure Improvements

C. Accessibility Improvements

D. Community Facilities

E. Community Services

1. General Services
2. Services for Special Needs Populations

V. Strategic Plan

A. Resources for Housing and Community Development Activities

B. Housing and Community Development Objectives and Projects
(including Performance Measures)

1. Priority Housing Needs
2. Priority Homeless Needs
3. Priority Special Needs Populations
4. Priority Community Facilities
5. Priority Infrastructure Improvements
6. Priority Community Services
7. Priority Economic Development Needs
8. Other Priority Community Development Needs

C. Anti-Poverty Strategy

D. Lead-Based Paint Hazard Reduction

E. Reduction of Barriers to Affordable Housing

F. Activities to Further Fair Housing

G. Institutional Structure / Coordination Among Agencies

H. Monitoring

APPROACH TO DATA COLLECTION

While the Consolidated Plan Needs Assessment relies in large degree on the 2010 Census and American Community Survey, a variety of other data sources are utilized to develop a comprehensive assessment of housing, homeless, and community development needs. Consultation with public and private agencies provides key input to the Needs Assessment, described in detail in the following section. Examples of some of the other sources of data include:

- School District enrollment projections
- Department of Finance Population and Housing estimates
- SCAG growth forecasts
- Rent survey using internet resources
- Residential sales statistics
- Affordable rent and housing cost thresholds (to assess local housing affordability to various income levels)
- Residential building permit data
- Section 8 data by household type and ethnicity
- Inventory and status of assisted housing
- County Health Dept records on childhood lead poisoning, AIDS cases
- LAHASA Continuum of Care

Mapping

As a means of presenting technical data in a user-friendly format, KWA makes extensive use of GIS mapping in the Consolidated Plan. We propose preparing the following maps for Huntington Park's Consolidated Plan to present information down to the block group level:

- Major Population Change
- Racial/Ethnic Concentrations
- Low and Moderate Income Areas



- Family Households with Children
- Senior Households
- Neighborhood Revitalization Focus Areas
- Renter-Occupied Housing
- Single-Family Rental Housing
- Severe Renter Overcrowding
- Severe Renter Overpayment
- Housing Sales Prices

APPROACH TO CITIZEN PARTICIPATION AND CONSULTATION

Consultation

As a means of gaining input from agencies during preparation of the Consolidated Plan Needs Assessment, we recommend the following approach involving consultation workshops, agency surveys, and interviews.

Consultation Workshops

KWA will work with staff to develop a comprehensive mailing list of agencies involved in housing, homeless services, and other social services that benefit low and moderate income households in Huntington Park. KWA will draft a letter inviting these agencies to attend a consultation workshop to be conducted in the City. While KWA will take the lead in facilitating the workshop, the project budget assumes staff will maintain responsibility for workshop notification and meeting logistics.

The purpose of the workshop will be to discuss what each of these agencies view as the key housing and community development issues in Huntington Park, to identify gaps in service, and to brainstorm potential recommendations. Another function of the workshop is to establish a dialogue among agencies and enhance collaboration and sharing of information. A detailed summary of workshop comments will be presented in the Consolidated Plan, and key issues and recommendations integrated throughout the Plan.



Agency Surveys

To supplement Agency input from the workshop, KWA will prepare a Community Needs Survey to be distributed to agencies in conjunction with the Workshop invitation. The Needs Survey will be used both to collect information on the services provided by various agencies, as well as to provide input on critical needs and gaps in service. In addition to workshop attendees, agencies unable to attend the consultation workshop will be encouraged to complete the survey to ensure their input is reflected in the Plan.

Agency Interviews

In addition to those agencies attending the consultation workshop or completing the Community Needs Survey, interviews will be conducted with other local agencies as necessary to develop comprehensive information on community needs. As required under Consolidated Plan statutes, KWA will consult with public health organizations and adjacent units of local government in developing the Plan. And as described in greater detail under “Approach to Strategic Plan,” the Community Development Department will consult with other City divisions/departments in development of its Plan, including Planning, Economic Development, Public Works and Parks/Recreation.

Citizen Participation

To supplement input gained from the various agencies, it will also be important to conduct outreach targeted to Huntington Park residents. We recommend a multi-tiered approach to provide numerous opportunities for community input into the five-year Consolidated Plan.

Community Workshop

Similar to the last Consolidated Plan, we suggest conducting a community workshop before Huntington Park’s Ad Hoc Committee. The public workshop could include an overview of the key community development needs identified to date, leading into a roundtable discussion of community needs and priorities. Attendees would also be asked to complete the Community Needs Survey as a means of quantifying their concerns.



City Commissions

KWA will discuss options with City staff on how best to liaison with these any City Commissions.

Public Hearing

Once the draft Consolidated Plan is complete, the Plan is provided for 30 day public review at key locations throughout the community. KWA will prepare an Executive Summary of the Plan for City distribution. Following the 30 day review, KWA will assist City staff in conducting the City Council public hearing on the Consolidated Plan, and incorporate public comments into the Final Plan document.

APPROACH TO STRATEGIC PLAN

The Five-Year Strategic Plan is the centerpiece of the Consolidated Plan. The Strategy describes:

- General priorities for assisting households
- Programs to assist those households in need
- Five-year objectives identifying proposed accomplishments

The Strategic Plan also describes the City's anti-poverty strategy; lead-based paint hazard reduction; reduction of barrier to affordable housing; and institutional structure/coordination among agencies.

KWA will coordinate closely with City staff in developing new strategies, priorities, programs and objectives for the Plan. Based on our experience, we have found formation of an Interdepartmental Working Group to be an effective technique to developing coordinated, five-year goals for the Plan. In Huntington Park, this group would likely include representatives from Community Development, Planning, Economic Development, Parks/ Recreation, and Public Works.

We suggest distributing HUD's Priority Community Development Needs Table 2B to the Working Group in advance of the meeting, and request each department/division assign a relative priority need ranking for use of federal CDBG funds for their particular area. Where CDBG funds are anticipated to be requested during the five-year planning period, the estimated dollars needed along with the associated quantified goals to be achieved will need to be identified. In a roundtable format, the Interdepartmental Working Group then shares their input

on the Priority Community Development Needs Table, along with a discussion of five-year goals and activities. KWA works with the Group in developing consensus on funding priorities, drawing on the community needs identified earlier in the Needs Assessment.

KWA uses this input from the Working Group, along with the City's Capital Improvement Plan, to draft the Strategic Plan priorities, programs and objectives in coordination with Community Development staff. The Strategic Plan will build upon the City's current Consolidated Plan strategies/goals/priorities, and establish a direct linkage between the results of the Needs Assessment and the City's five-year strategy to address those needs.

Pursuant to HUD requirements, the incorporation of performance measures will be an integral part of both the Strategic Plan and Action Plan. KWA will coordinate with Community Development staff to develop performance measures which will allow the City to readily review program performance, and assist in preparation of the Consolidated Annual Performance and Evaluation Report (CAPER).

TASK 2: First Year Action Plan

The First Year Action Plan will include:

- List of funding sources available to meet the one-year objectives.
- Proposed CDBG and HOME projects and the amount of available funds.
- List of activities and programs for each priority item, such as housing preservation and improvement. Each activity will include a description of the program, its one-year objective, benefit, geographic distribution, responsible agency and level of priority.
- Discuss affordable housing, public housing, homeless and special needs and barriers.
- Description of the citizen participation process and the monitoring process in tracking the City's progress towards implementing the strategies in the Consolidated Plan.

Tasks 1 and 2: Consolidated Plan/Action Plan

Deliverables	Timeframe	Project Staff
Draft Consolidated Plan/Action Plan	Feb / March 2015	Karen Warner Lorraine Mendez
Final Consolidated Plan/Action Plan	April 2015	

TASK 3: Consolidated Annual Performance and Evaluation Report (CAPER)

Within 90 days after the end of their program year, Lorraine Mendez & Associates will ensure that activity information in IDIS is up-to-date as of the last day of the program year. It will also produce the CAPER document which provides detailed financial and beneficiary information, and will explain how Huntington Park is carrying out its housing and community development strategies, projects, and activities. In addition to writing general and program narratives, LM&A will use IDIS to capture the information needed to meet CAPER requirements. LM&A will also prepare CAPER reports called Financial Summary, Summary of Grantee Activities, and Summary of Accomplishments to capture much of the information needed for the CAPER.

Task 3: First Year CAPER

Deliverables	Timeframe	Project Staff
Draft CAPER	August 2015	Lorraine Mendez
Final CAPER	September 2015	



**TASK 4: Ongoing Administration of HUD Program
HUD Policies and Procedures Manual
Filing and Documentation
Public Inquiries
HUD Correspondence**

Lorraine Mendez & Associates along with Maria Torres- Castaneda (and Duane Solomon on an as-needed basis) will provide the following services for the City of Huntington Park:

- Ongoing Administration of HUD Programs
 - Preparation of Eligibility and Environmental Review Records
 - Management of the Federal Integrated Disbursement and Information System
 - Preparation of agreements for CDBG public service subrecipients, and HOME agreements
 - CDBG and HOME budget preparation
 - Administration of property rehabilitation programs
 - Financial management activities including development and management of IDIS draws
 - Contract administration and monitoring of CDBG and HOME projects
- Development and maintenance of HUD Policies and Procedures manual
- Maintenance of project filing system
- Respond to public inquiries on HUD programs as needed
- Respond to HUD letters, audits, and monitoring as needed



Task 4: Ongoing HUD Administration
 Policies & Procedures Manual
 Filing and Documentation
 Public Inquiries
 HUD Correspondence

Deliverables	Timeframe	Project Staff
Eligibility Reviews Environmental Reviews Subrecipient Performance Reports Subrecipient Agreements HOME Agreements Allocation Notification Letters Income Self Cert. Forms Minor Adjustment Forms Technical Assistance CDBG Monitoring Reports HOME Monitoring Reports IDIS Drawdown Forms HUD Correspondence Public Inquiry Responses Project Files	Vary / Upon Request	Lorraine Mendez Maria Torres-Castaneda Duane Solomon

PROJECT COSTS

Item	Budget*
TASK 1: Consolidated Plan (<i>fixed fee</i>)	\$25,000
TASK 2: First Year Action Plan (<i>fixed fee</i>)	\$8,000
TASK 3: First Year CAPER (<i>fixed fee</i>)	\$7,000
TASK 4: Ongoing HUD Administration Policies & Procedures Manual Filing and Documentation Public Inquiries HUD Correspondence	\$110,000
Reimbursable Expenses (mileage, printing and reproduction, other)	\$5,000
TOTAL BUDGET	\$155,000

LORRAINE MENDEZ & ASSOCIATES, LLC FEE SCHEDULE

Position	Hourly Rate
Senior Principal (LM&A)	\$80
Project Manager (Solomon)	\$80
Project Manager (Torres-Castaneda)	\$60

Any additional services outside the scope of work will be first approved by the City and will be billed on a time and material basis. Direct costs for additional services outside the not-to-exceed amount will be billed at our cost plus 20%. Direct costs include printing of documents, purchase of project-related materials, mileage, postage and related costs.

Consultant will submit an invoice on a monthly basis that describes the services provided, hours worked, and all reimbursable expenses.

Lorraine Mendez & Associates and all Subconsultants named herein agree to the following rights consistent with an independent contractor relationship:

- Lorraine Mendez & Associates, LLC and all Subconsultants have the right to perform services for others during the term of the Agreement.
- Lorraine Mendez & Associates, LLC and all Subconsultants have the right to control and direct the means, manner and method by which the services required by the Agreement will be performed.
- Lorraine Mendez & Associates, LLC and all Subconsultants are not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of City.
- Lorraine Mendez & Associates, LLC and all Subconsultants shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing under the Agreement.
- Lorraine Mendez & Associates, LLC and all Subconsultants will maintain independent insurance as required by the City.

--- References Available Upon Request ---

Lorraine Mendez



V. INSURANCE

Please see attached Insurance Policies:

- Errors and Omissions
- Professional Liability
- Automobile Insurance
- Worker's Compensation – not applicable



DECLARATIONS

THIS IS A CLAIMS-MADE POLICY. PLEASE READ THE POLICY CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

Policy Number	Coverage is provided by:	Agency	Agency Code
LHF 0008819 01	HANOVER INSURANCE COMPANY	PLACER INSURANCE AGENCY	5701270

Issue Date: 03/27/2014

Item 1. Named Insured and Address:
LORRAINE MENDEZ & ASSOC LLC
2100 COLD STREAM COURT
OXNARD CA, 93036

Item 2. Policy Period:
Inception Date: 04/03/2014
Expiration Date: 04/03/2015
12:01 A.M. Standard Time at the address
of the Named Insured as stated herein

Item 3. LIMIT OF LIABILITY
Limit of Liability

a. \$1,000,000 for each Claim; not to exceed
b. \$1,000,000 for all Claims in the aggregate

Item 4. DEDUCTIBLE:

\$2,500 Each Claim

Item 5. RETROACTIVE DATE: 04/03/2012

Item 6. PROFESSIONAL SERVICES

Management consultant, specifically administrative and management of HUD programs

Item 7. PREMIUM FOR THE POLICY PERIOD:

Total Coverage Premium: \$1,658.00
State Surcharge and Tax: (if applicable)
State Guaranty Fund: \$0.00, (if applicable)
Total Premium: \$1,658.00

Item 8. NOTICE OF A CLAIM

Report any claim to the Company as required by Section G. DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S):

The Hanover Insurance Company
P.O. Box 15145
Worcester, MA 01615

National Claims Telephone Number: 800-628-0250
Facsimile: 800-399-4734
Email: firstreport@hanover.com

Item 9. Forms attached at issue:

401-1268	(08-12)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
910-0001	(12-09)	Miscellaneous Professional Liability Insurance Policy
910-0093	(11-09)	California Miscellaneous Professional Liability State Amendatory Endorsement

910-0140	(10-11)	Notice to Policyholders: Information Regarding Extended Reporting Period ("ERP Coverage")
910-0183	(01-12)	Exclusion - Management Consultants
SIG0001-0810	(10-09)	Standard Signature Page

Item 10. Producer Name and Address: PLACER INSURANCE AGENCY
5 SIERRA GATE PLAZA ROSEVILLE CA 95678

EDS Property Casualty Insurance Company
 3500 Packerland Drive
 De Pere, WI 54115-9070

RENEWAL DECLARATION

CALIFORNIA
 POLICY NUMBER: BX06680160
 POLICY PERIOD: 02/27/2014 - 08/27/2014
 12:01 AM Standard Time

LAPSE IN COVERAGE: NONE

Richard A Mendez
 Lorraine M Mendez
 2100 cold stream court
 oxnard, CA 93036

FOR CLAIMS SERVICE CALL:
 (888) 404-6365
 FOR CLIENT SERVICE CALL:
 1-888-404-6365

COVERAGE/LIMIT	1 2008 HONDA ODYSSEY	2 2005 LEXUS RX 330
BODILY INJURY LIABILITY \$250,000 EACH PERSON \$500,000 EACH ACCIDENT	\$116.00	\$116.00
PROPERTY DAMAGE LIABILITY \$100,000 EACH ACCIDENT	INCL	INCL
MEDICAL EXPENSE - EXCESS COVERAGE \$5,000 EACH PERSON	INCL	INCL
UNINSURED MOTORIST BODILY INJURY \$250,000 EACH PERSON \$500,000 EACH ACCIDENT	\$35.00	\$35.00
UNINSURED MOTORIST PROPERTY DAMAGE CAR 1-WAIVER OF COLLISION DEDUCTIBLE CAR 2-WAIVER OF COLLISION DEDUCTIBLE	\$2.00	\$2.00
COLLISION DEDUCTIBLES CAR 1-\$500 2-\$500	\$130.00	\$163.00
COMPREHENSIVE DEDUCTIBLES CAR 1-\$500 2-\$500	\$22.00	\$33.00
TOWING AND LABOR COSTS	NONELECT	NONELECT
RENTAL EXPENSE \$30 PER DAY/\$900 PER OCCURRENCE	\$13.00	\$13.00
CONSOLIDATED VEHICLE ASSESSMENT FEE	\$0.90	\$0.90
TOTAL SEMIANNUAL PREMIUM PER VEHICLE	\$318.90	\$362.90

CONVENIENCE FEE* - \$5.00

TOTAL SEMIANNUAL PREMIUM ALL VEHICLES - \$686.80

Coverage is provided only when both a premium and limit are shown.

* Convenience Fee is \$4 per monthly installment if payment is made by credit/debit card or \$1 per monthly installment for a preauthorized withdrawal method.

ads01a (001)

01/14/2014



DRIVER INFORMATION

1 Richard A Mendez	4.
2 Lorraine M Mendez	5.
3	6.

* QUALIFIES FOR GOOD STUDENT DISCOUNT
+ QUALIFIES FOR MATURE DRIVER DISCOUNT

A EXCLUDED DRIVER

CAR INFORMATION

CARS KEPT AT LOCATION OTHER THAN RESIDENCE

2008	HONDA	5FNRL3867BB086218
2005	LEXUS	JTJHA31U150090579

YOUR POLICY HAS THE FOLLOWING DISCOUNTS:

MULTI-CAR, TENURE, COSTCO

2008 HONDA - DUAL AIRBAG, GOOD DRIVER, 6 YR ACCD FREE
2005 LEXUS - DUAL AIRBAG, GOOD DRIVER, 6 YR ACCD FREE

YOUR POLICY HAS THE FOLLOWING ENDORSEMENTS:

AMENDATORY ENDORSEMENT
SPECIAL EQUIPMENT/CUSTOMIZATION: NONE

LIENHOLDER INFORMATION

2008 HONDA ODYSSEY - American Honda Finance Corporation City Of Industry, CA

Lorraine Mendez



VI. Team Resumes

Lorraine Mendez



2100 COLD STREAM COURT

OXNARD, CA 93036

(805) 665-7310

Lorrane-Mendez@hotmail.com

SUMMARY OF QUALIFICATIONS

- Twelve years local and state government experience.
- B.A. degree in Economics with minor in Business Administration.

EMPLOYMENT HISTORY

Consultant with Karen Warner Associates, Inc.

July 2006 – Present: City of Huntington Park, Huntington Park CA

- Assist in on-going administration of HUD's Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) programs, including:
 - ⇒ Assisting Karen Warner Associates (KWA) prepare Annual Action Plan, Five Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and Consolidated Annual Performance Evaluation Report (CAPER).
 - ⇒ Preparing department protocols and procedures.
 - ⇒ Managing the federal Integrated Disbursement and Information System (IDIS) required to set-up, revise, fund, and report upon accomplishments and program beneficiaries for all CDBG and HOME activities.
 - ⇒ On-site monitoring for, and technical assistance to, each CDBG public service subrecipient to ensure compliance with federal requirements and adherence to the entity's subrecipient agreement with the City.
 - ⇒ Assuming financial management responsibilities, such as preparing draw requests, approving payment requests, and monitoring CDBG/HOME expenditures.
 - ⇒ Assisting with preparation of CDBG and HOME fiscal budget.
 - ⇒ Monitoring of City's HOME-assisted affordable housing agreements including on-site monitoring of housing projects to ensure compliance with HOME regulations.
 - ⇒ Assisting with special assignments as needed including the development a code enforcement strategy for use of CDBG funding, in-depth auditing of the City's minor home repair program, and review of staff reports, requests for proposals, and other department reports and correspondence.

Principal, Lorraine Mendez & Associates

March 2010 – Present: City of Westminster, Westminster CA

May 2013 – Present: City of Huntington Beach, Huntington Beach, CA

- Contract lead for on-going administration of HUD's Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) programs, including:
 - ⇒ Preparation of Annual Action Plan and Consolidated Annual Performance Evaluation Report (CAPER).
 - ⇒ Preparation of project files for all HUD-assisted projects to ensure compliance with federal regulations and requirements.
 - ⇒ Preparation of department protocols and procedures.
 - ⇒ Management of the federal Integrated Disbursement and Information System (IDIS) required to set-up, revise, fund, and report upon all CDBG and HOME activities.
 - ⇒ On-site monitoring for, and technical assistance to, each CDBG public service subrecipient to ensure compliance with federal requirements and adherence to the entity's subrecipient agreement with the City.
 - ⇒ Financial management responsibilities, such as preparing draw requests, approving payment requests, and monitoring CDBG/HOME expenditures.
 - ⇒ Preparation of CDBG and HOME fiscal budget.
 - ⇒ Monitoring of the City's HOME-assisted affordable housing agreements including on-site monitoring of affordable housing projects to ensure compliance with Federal HOME regulations.

Sub-Consultant to Karen Warner Associates, Inc.

September 2012 – Present & December 2013 – March 2014

City of Burbank, Burbank, CA

- Preparation of 2013-2017 Consolidated Plan using new eCon Planning Suite in the Federal Integrated Disbursement and Information System (IDIS)
- Assistance with Analysis of Impediments to Fair Housing Choice

Principal, Lorraine Mendez & Associates

July 2012 – Present: City of Burbank, Burbank, CA

- Preparation of CDBG Procedures Manual as required by HUD.

Sub-Consultant on Various Assignments

January 2007 – May 2009: Cities of Indio, Garden Grove, Santa Clarita, and Huntington Beach

- *January 2009 – May 2009:* Assisted Castaneda & Associates with the development of the City of Indio's 2009-2013 Consolidated Plan and 2009-2010 Annual Action Plan

using both the traditional written plan submission and HUD's Consolidated Plan Management Process (CPMP).

- *August 2008 – February 2009*: Assisted Solomon & Associates with the monitoring of Garden Grove's Agency for Community Development assisted affordable housing agreements to ensure compliance with Federal HOME regulations.
- *January 02007 – June 2007*: Drafted City of Santa Clarita's 2007 Annual Action Plan.
- *May 2007 – September 2007*: Assisted Karen Warner Associates with the Housing Needs Assessment as part of the 2008-2014 Housing Element update for the City of Huntington Beach.

Administrative Analyst

October 2000 – June 2005: Community Development Department, City of Burbank, Burbank CA

- Division manager for Community Development Department Administration Division
- Coordinated budget for Department including General Fund, Special Revenue, Housing Authority, Redevelopment, CDBG, HOME, and CIP funds.
- Chaired the Budget Action Team (BAT), an intra-divisional committee responsible for recommending cost-reduction plans to include streamlining business processes, increasing revenues, and finding technological solutions to common business practices.
- Prepared Housing and Redevelopment Division budget for 3 fiscal years.
- Assisted in preparation of Annual HCD Report, Implementation Plan, State Controllers Report and other State and Federal mandated reports including gathering census data on population, ethnicity, households, housing occupancies, and income demographics.
- Organized community outreach programs and meetings.



KAREN WARNER ASSOCIATES

STATEMENT OF QUALIFICATIONS KAREN A. WARNER, AICP

Karen Warner is a consultant with over 20 years of experience in providing housing policy services to municipal clients. Karen Warner Associates (KWA) offers the following range of housing services, along with GIS mapping and graphics capability:

Housing Plan Preparation

Housing Elements
Housing Needs Assessments
Consolidated Plans
Fair Housing Assessments

Special Housing Studies

Inclusionary Zoning Studies
Density Bonus Ordinances
Housing Program Design

Public Outreach

Community Education Workshops
Facilitation of Stakeholder Groups
Consensus Building

HOUSING POLICY SERVICES AND EXPERIENCE

Housing Elements

Ms. Warner is a recognized leader in the field of **housing elements**, having authored over 100 elements throughout the State. She has developed a strong working relationship with the staff at the State Department of Housing and Community Development (HCD) and has an excellent track record in achieving HCD approval. Ms. Warner has gone through several housing element cycles in the SCAG, SANDAG, Kern COG, and ABAG regions, and is currently working with the cities of Santa Monica, Beverly Hills and Huntington Beach, among others, using the State's new Streamlined Update Template. *Recent housing element clients include the cities of Agoura Hills, Beverly Hills, Brea, Burbank, Calabasas, Duarte, Huntington Beach, Pasadena, Sierra Madre, Temple City, Walnut Creek and Yorba Linda, all of which received HCD approval.*

Housing Strategies

In addition to her work on housing elements, Ms. Warner is also involved in assisting agencies in developing **housing strategies** for expenditure of low and moderate income housing funds. She is well versed in redevelopment housing law post AB 637, and in the linkages between Agency housing expenditures and the City's housing element. *She worked with the City of Long Beach to develop Action Plans for three targeted neighborhoods for allocation of \$40 million in local housing funds.*

Nexus Studies

Ms. Warner has also prepared several **nexus studies** in support of inclusionary zoning and commercial impact fee ordinances. *She worked with the City of Burbank in development of its first inclusionary housing ordinance, assisted the cities of Agoura Hills, Calabasas and Huntington Park in conducting inclusionary housing in-lieu fee studies.*

Federally Mandated Housing Plans

Ms. Warner has overseen the preparation of numerous **federally mandated housing plans**, including over 25 Consolidated Plans and 15 Analysis of Impediments to Fair Housing Choice (AI). Many of these plans have involved extensive community participation and consensus building among divergent stakeholders to establish the community's long-range vision for expenditure of public funds. *She oversees administration of the CDBG/HOME Program for Huntington Park, and completed the 2013-2017 Consolidated Plan for Burbank using HUDs new e-Con Planning Suite.*

PRIOR PROFESSIONAL EXPERIENCE

Prior to forming KWA in 2002, Ms. Warner worked as a planner in both the public and private sectors. Private sector experience over the past 25 years included serving as Director of Housing Programs for Cotton/Bridges/Associates, and as General Plan project manager for Envicom Corporation. Public sector experience included current planning work for the City of Paramount and County of Santa Barbara. As a research assistant for HUD in Washington D.C., Ms. Warner produced a guidebook for local jurisdictions to facilitate mixed-use development.

Ms. Warner has served as a conference speaker on housing issues for APA, CRA, HUD, NAHRO, HUD, and the League of California Cities. *Most recently, she served as a panel member on HCD's Housing Element Streamlining session at the 2013 California American Planning Association (CCAPA) annual conference.*

EDUCATION

Master in Urban Planning, UCLA

B.A. in Environmental Studies/Business Economics, UC Santa Barbara

UCLA Continuing Education - courses in public speaking and community facilitation

REPRESENTATIVE PROJECTS

Housing Elements

City of Beverly Hills
City of Brea
City of Calabasas
City of Duarte
City of Huntington Beach
City of Mill Valley
City of Pasadena
City of San Dimas
City of Santa Monica
City of Sausalito
City of Sierra Madre
City of Sonoma
City of Sunnyvale
City of Temple City
City of Walnut Creek (Needs Assessment)

Consolidated Plans

City of Bakersfield
City of Burbank
City of Long Beach
County of Los Angeles
County of Ventura

Other Housing Studies

Burbank Inclusionary Housing Ordinance
Calabasas Housing Trust Fund Strategy
Huntington Park CDBG and HOME Administration
Long Beach Condominium Conversion Study
MERCİ Affordable Housing Development Assistance
Pasadena Housing Agenda for Action
Reno/Sparks/Washoe Co. Affordable Housing Plan
Sierra Madre Second Unit Survey/Amnesty Program
Yorba Linda SB 2 Zoning Amendments

Maria J. Torres-Castañeda

915 Folkstone Avenue
Hacienda Heights, CA 91745
(626) 261-3218

CAREER OBJECTIVE:

Acquire a position where my work experience can provide a better quality of life to people in need.

EDUCATION:

California State University, Los Angeles

- School of Education Multiple Subject Credential Program
August 2005
- Bachelor of Arts Degree in Child Development
June 2002

East Los Angeles Community College, Monterey Park, CA

- Associate in Liberal Arts Degree
June 2000

PROFESSIONAL EXPERIENCE:

City of Huntington Park

Lead Hazard Program Co-Program Manager/Consultant ***2010/11 and 2012- Present***

Provide overall review and administration of the City's Lead Abatement Program. Review applications and conduct onsite visits. Request and review State Historic Preservation Office (SHPO); Lead Reports and clearances; provide work write up; bid projects; coordinate temporarily unit relocation with consultants; and conduct construction inspections. Participate in Lead Hazard trainings to ensure compliance with program. Prepare Bi-Weekly, Quarterly, and financial drawdown request for comply with HUD program bench marks. Provide oversight of agencies contracted to outreach for program participants.

City of Diamond Bar

Residential Rehabilitation Consultant ***2009-Present***

Conduct interviews, on-site visits, and pre-approve client files for Housing Improvement Program for Federal grants and/or loans. Provide information to committee members such as: property pictures, documentation on income; eligibility of residential work to be performed; PIRT; Work Write Up; and review of housing comps. Obtain a Lead and Asbestos Testing/Abatement and provide the results to the Community Development Commission for environmental clearance. Prepare all checklist and monitoring spread sheets for federal record keeping. Prepare loan documents for client signing; notarize forms and forward to have recorded. Conduct preconstruction meetings and inspection reports. Process Purchase Orders and Funding Requests for payments. Maintain Residential Rehabilitation files on a daily basis to ensure deadlines are met.

City of Cudahy

Residential Rehabilitation Coordinator ***2007- Present***

Administer the Community Development Block Grant (CDBG) Residential Rehabilitation Program on behalf of the City of Cudahy. Revamp existing program and develop a working relationship with the residents of the city in order to promote a better quality of life. Work with city staff and clients to ensure adherence with CDBG regulations, contractual requirements, federal record keeping/documentation requirements, and local policies; and provide technical assistance. Prepare contract documents and ensure that rehabilitation on a property is completed within the fiscal year funded.

Community Development Commission County of Los Angeles

Development Specialist II, Community Development Block Grant Division

2002-2007

Increase in responsibilities and work assignments with monitoring compliance of Community Development Commission (CDC) Divisions, cities, County departments and community-based organizations to ensure adherence with CDBG regulations, contractual requirements, federal record keeping/documentation requirements, and local policies; provide technical assistance on such issues as project development and eligibility; prepare contract documents; analyze demographic data; provide informal and formal training(s); and prepare and participate in meeting with the community and public organizations.

Development Specialist I, Community Development Block Grant Division

1998- 2002

Conduct compliance monitoring of cities, County departments and Community-Based Organizations (CBO) to ensure adherence with CDBG regulations, contractual requirements, federal record keeping/documentation requirements, and local policies; provide technical assistance on such issues as project development and eligibility; prepare contract documents; analyze demographic data; provide informal and formal training(s); and prepare and participate in meeting with the community and public organizations.

Program Specialist, Community Development Block Grant Division

1995 –1998

Reviewed and processed Environmental Service Request qualifying under categorical excluded clearance level for the CDC, Divisions, cities, and CBOs; assisted the Environmental Officer in reviewing and providing environmental clearance of CDBG, HOME, and ESG funded projects. Conducted monitoring of long-term loans to ensure compliance with contractual requirements, prepared correspondence; provided quarterly reports to the Department of Housing and Urban Development on all Historical Preservation Properties that have been determined ineligible for the National Register by State Historic Preservation Office. Assist in the determination of environmental clearance in accordance with the National Environmental Policy Act and California Environmental Quality Act.

Student Intern, Community Development Block Grant Division

1992-1995

Performed a wide variety of administrative assignments related to the CDBG Program. Primary duties included assisting with trainings and reviewing proposed Board Letters for Los Angeles County approval.

SKILLS:

- Knowledge of CDBG regulations and reporting requirements
- Proficient in Spanish (writing, reading and communication)
- Computer knowledge in Word and Excel

REFERENCES:

Available upon request

Duane Solomon
6791 Monterey Place, Rancho Cucamonga, CA 91701
(909) 240-2390
duanesolo@aol.com

INTRODUCTION

Duane Solomon is a single employee firm with extensive experience now amounting to 38 years in providing project management, technical assistance and administration of Federal grant programs, with a specific emphasis in the Home Investment Partnerships Act (HOME) Program and Community Development Block Grant (CDBG) programs. The Consultant is trained in the statutory and regulatory limits of federal community development and housing programs and federal cross cutting requirements.

The Consultant has worked in multiple cities in southern California, most recently serving as the Housing Development Manager for the City of Burbank for the last six years before retirement, During the past ten years since retiring, the consultant has been providing CDBG and HOME program grant services to a variety of cities in Los Angeles, San Bernardino and Orange counties. The consultant has been retained by various cities such as Garden Grove, Claremont, Santa Clarita and Burbank, to provide related grant and management and housing project management funded with federal and redevelopment agency Tax Increment Low and Moderate Income Housing Funds. Mr. Solomon has served as a subconsultant to Karen Warner Associates providing similar services to the city of Huntington Park and preparing Yorba Linda's first Consolidated Plan, Annual Action Plan and Consolidated Annual Performance Evaluation Report as an entitlement city; to Ralph Castaneda Associates in the cities of Temple City, Indio and Monterey Park and to Lorraine Mendez Associates in the City of Westminster, Garden Grove and Huntington Beach.

EMPLOYMENT HISTORY

City of Huntington Park

**December 2004 to Present Consultant with Karen Warner Associates
City of Huntington Park, Huntington Park, CA**

Assist in on-going administration of HUD's Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) programs, which includes tasks such as the following:

- Assisting Karen Warner Associates (KWA) prepare Annual Action Plan, Five Year Consolidated Plan, and Consolidated Annual Performance Evaluation Report (CAPER).
- Preparing project files for all HUD-assisted projects to ensure compliance with federal regulations and requirements.
- Managing the federal Integrated Disbursement and Information System (IDIS) required to set-up, revise, fund, and report upon accomplishments and program beneficiaries for all CDBG and HOME activities.
- On-site monitoring for, and technical assistance to, each CDBG public service subrecipient to ensure compliance with federal requirements and adherence to the entity's subrecipient agreement with the City.
- Assuming financial management responsibilities, such as preparing draw requests, approving payment requests, and monitoring CDBG/HOME expenditures.
- Assisting with preparation of CDBG and HOME fiscal budget.
- Drafted City's Citizen Participation Plan and Affirmative Marketing Plan
- Prepared various HOME and CDBG protocols for City, including CHDO certification procedures, rental housing monitoring policies and procedures and Layering Review Guidelines.
- Drafting CDBG subrecipient Agreements and interdepartmental Memorandum of Understanding.
- Drafting deal point and affordable housing agreements with rental housing developers, principally involving CHDOs.
- Preparing financial analysis to satisfy HOME layering review requirements.
- Monitoring the City's HOME-assisted affordable housing agreements including on-site monitoring of affordable housing projects to ensure compliance with Federal HOME regulations.

City of Garden Grove

2002 to Present

Currently providing HOME and CDBG grant management training to new employees, which includes training on the federal IDIS software, HOME and CDBG regulations, cross cutting federal requirements, federal environmental regulations, federal and state relocation guidelines, conducting on-site monitoring of multifamily housing revenue and HOME assisted affordable housing projects.

- In coordination with staff from the Community Development Department and the City Controller's Office, Consultant assists in administering the Integrated Disbursement Information System (IDIS) by setting up/revising projects and activities, closing out completed activities, requesting and approving draws, as well as work with the City Controller's staff in tracking program income.
- Certify and annually re-certify community housing development organizations.
- Assist in preparing CDBG subrecipient agreements and interdepartmental Memorandum of Understanding.
- Set-up CDBG projects files to include environmental review record and summary sheet of each projects national objective and eligibility.
- Provide a report tracking HOME and CDBG commitments and expenditures to ensure compliance with grant standards.
- Assist Agency staff as necessary in preparing the City's Consolidated Annual Action Plans.
- Provide staff with information and draft memoranda, as necessary, regarding rent, income limitations and HOME subsidy limits.
- Prepare layering review for HOME projects.
- Maintain the HOME Match Log to track HOME match obligations and match sources.
- Prepare in accordance with 24 CFR Part 58 environmental review records for HOME and CDBG activities.

- Monitor agreements to ensure conformance with conditions precedent to closing/disbursement of funds, adherence to schedule of performance and all Federal cross-cutting requirements.
- Review with staff project files to ensure all pertinent documents are in place.

City of Westminster
April 2010 to Present

- Provide ongoing administration of HUD Programs:
 - a. Conduct environmental reviews and prepare environmental review records for all activities in accordance with NEPA and the implementing regulations at 24 CFR Part 58.
 - b. Manage the federal Integrated Disbursement and Information System (IDIS) required to set-up, revise, fund, and report upon accomplishments and beneficiaries for all CDBG and HOME activities.
 - c. Prepare agreements for subrecipients and interdepartmental memoranda of understanding (MoU).
 - d. Assist in department budget preparation.
 - e. Assume financial management responsibilities, including preparing draw requests, approving subrecipient payment requests, and monitoring CDBG/HOME expenditures.
 - f. Provide contract administration of CDBG and HOME programs and projects.
 - g. Develop quarterly subrecipient performance reports for quarterly submission.
 - h. Ensure subrecipients submit quarterly reports, and conduct desktop monitoring on a quarterly basis.
 - i. As appropriate, provide training for new Community Development staff on HUD program administrative functions.
- Develop and Maintain Project Filing System and Checklist, including all necessary eligibility documentation to ensure compliance with HUD and federal cross-cutting requirements
- Respond to HUD Letters and/or Memorandums as Needed
- Prepare Annual 2011/12 Action Plan and Amendments to 5-Year Consolidated Plan (*Fixed Fee*)

- a. Prepare draft and final Action Plan, amendments to the Action Plan and, if applicable, required amendments to 5-Year Consolidated Plan as needed, oversee public review, and submit to HUD pursuant to HUD regulations.
- b. Conduct various administrative activities associated with the Annual Plan, including:
 - ✓ Prepare public notice regarding availability of CDBG/HOME funds.
 - ✓ Send out funding request applications to service agencies and internal City Departments.
 - ✓ Establish mechanism for communication between staff and the City Council regarding agency and project selection and funding recommendations outside the realm of City Council meetings.
 - ✓ Conduct all preparatory work preceding the public hearing on City's community development needs – invite service agencies to make presentation.
 - ✓ Prepare binder with CDBG Public Service and Capital Project proposals, with staff summaries on each.
 - ✓ Optional: Upon establishment of a Citizen Advisory Committee, review applications with City Council appointment citizen advisory committee.
 - ✓ Prepare staff report identifying funding recommendations.
 - ✓ Enter projects into IDIS, and submit electronically to HUD.
 - ✓ Prepare professional service agreements for subrecipients.
- Prepare 2009/10 Consolidated Annual Performance and Evaluation Report (CAPER)
 - a. Preparation of draft and final CAPER document, oversight of public review, and submittal to HUD pursuant to HUD regulations.

City of Huntington Beach

June 2013 to Present

- Provided technical assistance to the City, principally with regard to cross-cutting federal requirements and use of HOME funds.

City of Yorba Linda

2012

- Assisted in drafting the Consolidated Plan and Annual Action Plan for the City of Yorba Linda.

- Prepared Fiscal 2012-13 Consolidated Annual Performance and Evaluation Report (CAPER).

City of Claremont, Claremont, CA

May-July 2009

- Prepared NEPA Environmental Assessment for a Low Income Housing Tax Credit project by Jamboree Housing Corporation for the City of Claremont.

City of Burbank and Burbank Redevelopment Agency

July -December 2004 and August-November 2007

- a. The Consultant was retained on two occasions to train staff and to provide technical assistance for the HOME Program, affordable housing projects and the implementing regulations for NEPA under 24 CFR Part 58.

City of Santa Clarita, Santa Clarita CA

- Drafted City's 2007 Annual Action Plan

Agency and City of Monterey Park

January 2006

The Consultant was retained by the Consultant firm of Ralph Castaneda Associates to provide technical assistance to the principal and to provide monitoring services to the City of Westminster.

Agency and City of Cerritos

October 2004 to June 2005

The Consultant prepared a policy and procedure manual to assist the City implement a revised single-family residential rehabilitation program.

REFERENCES

Below is a list of references regarding our ability to provide CDBG and HOME administration services.

CITY OF BURBANK

275 E. Olive Avenue
Burbank, CA
818-238-5180
Maribel Leyland, Senior Redevelopment
Project Manager

CITY OF WESTMINSTER

1078 Westminster Mall
Westminster, CA 92683
(714) 548-3493
Tami Piscotty
Housing Coordinator

**CITY OF GARDEN GROVE
ASSOCIATES**

Community Development Department
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5125
Susan Emery
Community Development Director or

KAREN WARNER

882 Holliston Avenue
Pasadena, CA 91104
(626) 791-5596
KWarnerAssoc@yahoo.com
Karen Warner, principal

Allison Mills,
Neighborhood Improvement Manager

October 13, 2014

Manuel Acosta
Housing and Community Development Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

**SUBJECT: LORRAINE MENDEZ & ASSOCIATES PROPOSAL ADDENDUM FOR HUD
ADMINISTRATION SERVICES (PSA DATED JULY 1, 2014)**

Dear Mr. Acosta,

Thank you for the opportunity to provide additional services to the July 1, 2014 agreement between, Lorraine Mendez & Associates (LM&A), and the City of Huntington Park, CA (City). The City has recently requested assistance in providing administration services for the City's Tenant-Based Rental Assistance Program. While this service falls within the general services LM&A can provide to the City, the original proposal and budget did not include services for this program. Accordingly, this Proposal Addendum is being submitted to the City to describe the Scope of Work and Compensation related to the requested administration of the Tenant-Based Rental Assistance Program.

SCOPE OF WORK

Administration of TBRA Program, including but not limited to:

- Review all tenant files for compliance with HUD, HOME, and City rules governing the TBRA program, ensuring that all documents are completed correctly;
- Verify eligibility of tenants;
- Verify subsidy amounts;
- Prepare vouchers for each household;
- Review monthly subsidy submission from landlord and verify subsidy amount to invoice City; and
- Prepare invoice for submission to City to receive subsidy payment.

COMPENSATION

The cost to administer the TBRA program will be a not to exceed amount of \$27,500 for a period of 18 months, beginning on July 1, 2014 and ending on January 1, 2016.

SUBCONTRACTOR RESPONSIBILITIES

Lorraine Mendez & Associates will utilize the services of R.L. Hastings & Associates and Adams Ashby Group to assist with the administration of the Tenant Based Rental Assistance Program. Resumes/Statement of Qualifications are attached for your review.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

LORRAINE MENDEZ & ASSOCIATES



Lorraine M. Mendez
Principal

Attachment: R. L. Hastings & Associates, LLC Resume
Adams and Ashby Group Statement of Qualifications



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 20, 2014

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:

RESOLUTION IN SUPPORT OF PROPOSITION 1, WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt resolution in support of Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014

BACKGROUND

On August 13, 2014, Governor Brown signed AB 1471 to put a \$7.5 billion water bond before voters on the November 4 Statewide General Election. The last water bond approved by the voters was Proposition 84 in 2006. The remaining Proposition 84 funds will be expended in the next year.

Proposition 1 is the product of more than five years of discussions and negotiations among state lawmakers to craft a bond issue to fund needed investments as part of a statewide comprehensive water plan for California. The bond discussions during the last five years centered on the controversy of how best to address the San Joaquin-Sacramento River Delta issues. The more recent discussions have centered on the State's historic drought and how best to address future droughts.

The bond measure of \$7.5 billion engendered broad bipartisan support as it was passed in the Senate 37-0 and the Assembly 77-2. Part of the compromises of Proposition 1 was the funding of new surface reservoirs and enlarging existing reservoirs, in order to store additional water, providing improved protection during extended drought periods. At \$2.7 billion, the bond would be the largest funding for dams in the State's history. As highlighted below, Proposition 1 will provide funding to (1) increase water supplies, (2) protect and restore wetlands, (3) improve water quality and (4) increase flood protection. Key funding categories include:

RESOLUTION IN SUPPORT OF PROPOSITION 1, WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014

October 20, 2014

Page 2 of 3

Surface and Groundwater Storage - \$2.7 billion

- Continuous appropriation for above and below-ground water storage projects.

Regional Water Reliability - \$810 million

- Integrated regional water management: \$510 million.
- Storm water capture: \$200 million.
- Water conservation: \$100 million.

Safe Drinking Water - \$520 million

- Leverages federal funds for safe drinking water and clean water programs and for disadvantaged communities.
- Small Community Wastewater Program: \$260 million.
- Drinking Water Public Infrastructure: \$260 million.

Water Recycling - \$725 million

- Statewide water recycling projects and activities.

Groundwater Sustainability - \$900 million

- Prevent and reduce groundwater contaminants: \$800 million.
- Provide sustainable groundwater management planning and implementation: \$100 million.

Watershed Protection, Ecosystem Restoration, State Settlements - \$1.495 billion

- Conservancies: \$327.5 million.
- Wildlife Conservation Board: \$200 million (restoration of flows).
- Department of Fish and Wildlife: \$285 million (out of Delta, no mitigation on BDCP).
- Department of Fish and Wildlife: \$87.5 million (in-Delta with constraints).
- State settlement obligations including CVPIA: \$475 million.
- Rivers and Creeks: \$120 million.

Statewide Flood Management - \$395 million

- Statewide flood management projects and activities: \$100 million.
- For Delta levee subvention programs and Delta flood protection projects: \$295 million.

The bond will provide funding that will help cities fund programs that will result in better water efficiencies, such as the capture and use of stormwater, expansion of programs that use reclaimed and recycled water, and programs to expand local water supplies.

The League of California Cities Board of Directors has voted to support the bond because it will provide communities with potential funding for reliable and clean drinking water and is consistent with the League's water management priorities. The League's water management priorities comprise six main areas: water conservation, groundwater recharge, stormwater capture and reuse, Clean Water Act compliance, watershed restoration, water storage and conveyance, and water recycling and reuse. Proposition 1 contains several allocations that match these priorities.

RESOLUTION IN SUPPORT OF PROPOSITON 1, WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014

October 20, 2014

Page 3 of 3

Proposition 1 offers possible direct and indirect benefits to the City of Huntington Park. It will provide competitive grants and loans to local governments through the Gateway Water Management Authority. In particular, the expansion of the non-potable direct reuse system and the storm water capture projects will benefit our water basin. Supplemental water in our basin is a great benefit to all groundwater agencies, including our water system.

Proposition 1 also has statewide benefits, including expanding water storage capacity in the northern part of the state which would benefit the entire state.

FISCAL IMPACT

There is no direct fiscal impact on the City of Huntington Park. However, there is the possibility that the City may receive water-related grants that would be designated for water system capital improvements, including projects for stormwater, groundwater and reclaimed water.

CONCLUSION

Upon City Council approval, the City will adopt a resolution in support of Proposition 1.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

A: Resolution

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PASSED, APPROVED, AND ADOPTED this 20th day of October, 2014.

Rosa Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 20, 2014

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 THE AGREEMENT WITH HF&H CONSULTANTS, LLC FOR SOLID WASTE CONTRACT MANAGEMENT SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the agreement with HF&H Consultants, LLC for solid waste contract management services.
2. Authorize the Interim City Manager to execute the agreement.

BACKGROUND

The City Council awarded a solid waste franchise agreement to United Pacific Waste (UPW) on August 18, 2014. As part of the agreement, UPW is required to pay to the City \$50,000 per year (adjusted annually by the Consumer Price Index) for ongoing contract compliance and audit review, including consultant fees. HF&H was previously selected by the City Council to assist in the solid waste franchise agreement Request for Proposal process and subsequent negotiations and contract award.

The scope of work outlined in the agreement includes the following:

1. Establish monitoring guidelines to ensure that financial, recycle material diversion, public education, and other requirements are met.
2. Contract management including contract compliance and audit, assessment of program issues and concerns, and review of program data and information collection.
3. Monitor programs for compliance including diversion, mandatory commercial recycling, and public education and outreach.

APPROVE THE AGREEMENT WITH HF&H CONSULTANTS, LLC FOR SOLID WASTE CONTRACT MANAGEMENT SERVICES

October 20, 2014

Page 2 of 2

The initial term of the contract with HF&H is two years from January 1, 2015 to December 31, 2016, with the City's option to renew for up to three additional years.

FISCAL IMPACT/FINANCING

The contract with HF&H is for a not to exceed amount of \$101,250 for the term of the two-year agreement. The not to exceed amount assumes a 2.5% CPI adjustment in the second year. Per the solid waste franchise agreement, UPW will fully reimburse the City for all costs related to the agreement with HF&H, therefore, this agreement will have no impact to the General Fund.

CONCLUSION

Upon approval, the Interim City Manager will execute the agreement with HF&H Consultants for solid waste contract management services.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

A: Agreement with HF&H Consultants



PROFESSIONAL SERVICES AGREEMENT
(Engagement: Solid Waste Contract Management Services)
(Parties: City of Huntington Park and HF&H Consultants, LLC)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of September 2014 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and HF&H CONSULTANTS, LLC (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.

RECITALS

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

WHEREAS, the CITY recently executed an exclusive solid waste collection services agreement with United Pacific Waste ("UPW"); and

WHEREAS, CITY requires assistance with the administration its solid waste contract with UPW;
and

WHEREAS, Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees;
and

WHEREAS, Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Agency 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 that certain document entitled "Scope of Work & Fee Estimate to Provide Solid Waste Contract Management Services" dated September 4, 2014 and attached hereto as Exhibit

“**A**” (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”

1.2 TERM: This Agreement shall have an initial term of two (2) years commencing from the Effective Date of January 1, 2015 unless terminated as provided elsewhere in this Agreement (hereinafter, the “Term”). Upon the conclusion of the Term, this Agreement may renew for up to three (3) one year extension terms, upon approval from City Manager, unless CITY issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). 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: During the term of this Agreement and any extension term provided herein, CONTRACTOR shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected on page 5 of **Exhibit “A”**. CONTRACTOR further agrees that the total compensation for the work performed during the initial two-year term of this agreement shall not exceed the sum of ONE HUNDRED ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$101,250.00) (hereinafter, the “Contract Price”). The compensation for any extension year authorized in accordance with Section 1.2 shall not exceed the Annual Sum of \$50,000 per year as adjusted per Section 1.4. CONTRACTOR shall not exceed this amount unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of the Finance Department. In the event CONTRACTOR’s charges are projected to exceed the Contract Price 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 Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 ANNUAL CPI ADJUSTMENT: On January 1, 2016, and each January 1 of every year thereafter during the Term hereof (including any extensions), CONTRACTOR shall be entitled to an annual increase to the Annual Sum identified in Section 1.3 of this Agreement and the hourly rates shown in Exhibit A. The adjustment shall be (a) an amount equal to the percentage change in the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County, CA (1982-84=100) (“CPI”) issued by the U.S. Department of Labor for the 12 month period preceding the first day of July of each year during the term of this Agreement, or (b) five percent (5%), whichever is less.

1.5 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 and the reimbursable out-of-pocket expenses incurred. 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 fifteen (15) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.6 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement 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, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 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, the Assistant City Manager, (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: CONTRACTOR hereby designates Laith Ezzet to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

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

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

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) 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, contractors, subcontractors and subconsultants. 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 the 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, contractors, subcontractors or subconsultants 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, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned 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, subcontractor, subconsultant, 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 contractors 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, contractors, subcontractors and subconsultants. 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: 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.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Professional Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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 or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants 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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to 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, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 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 subcontractor 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 subcontractors 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, by written notice to CONTRACTOR, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination. 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 7.1 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 (vi) 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, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The 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. The 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 subcontractors and subcontractor 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 subcontractor or subcontractor 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:

Laith Ezzet, Sr. Vice President
HF&H Consultants, LLC
19200 Von Karman Ave, Suite 360
Irvine, CA 92612
Phone: 949-251-8902
Fax: 949-251-9741

CITY:

City of Huntington Park
City Manager's Office
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Julio Morales, Interim City Manager
Phone: (626) 580-2250
Fax: (626) 580-2253

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. Subcontracts (including without limitation subcontracts with subcontractors), 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 CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.

6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term

of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

- 6.18 **INCONSISTENCIES OR CONFLICTS**: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT**: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 **COUNTERPARTS**: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf..

[SIGNATURE PAGE TO FOLLOW]

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: _____
Julio Morales, Interim City Manager

HF&H CONSULTANTS, LLC:

By: _____
Name: Laith Ezzet
Title: Senior Vice President

SCOPE OF WORK & FEE ESTIMATE TO PROVIDE SOLID WASTE CONTRACT MANAGEMENT SERVICES

PROJECT UNDERSTANDING

The City of Huntington Park (City) recently executed an exclusive solid waste collection services agreement (Agreement) with United Pacific Waste (UPW). The City's Agreement with UPW commenced on August 18, 2014, and expires June 30, 2022, and includes three one-year extensions at the City's sole option. UPW remits franchise fees of 15% of gross revenues derived from services provided under this Agreement, and an annual Administrative Cost Reimbursement of \$50,000 (increased annually based on increases to the Consumer Price Index). UPW provides all solid waste billing services for the City, and shall receive their first adjustment to rates on July 1, 2017 based on the provisions of Section 24 of the Agreement.

The City's CalRecycle citywide diversion rate for 2013 was 64%. UPW is required to divert 31% of all materials collected under the Agreement. Failure to meet the diversion requirements can result in liquidated damages or termination of the Agreement for default.

Other key terms and service enhancements contained in the new agreement include:

- 20% senior citizen rate discount
- Walk-out service for disabled residents
- Unlimited residential recycling and green waste carts at no additional charge
- Unlimited number of bulky item collections (4 items per collection) for single family customers and multi-family customers with less than four units at no additional charge
- Mail-back "Sharps" collection program to residential customers
- Residential electronic waste collection
- Two City-wide cleanup events per year
- If requested by the City, or required by a regulatory agency or law, hauler will design a program and present proposed rates for a residential grease program, residential non-controlled medication program, and an organics diversion program
- Solid waste collected from multi-family and commercial bin customers that do not subscribe to source-separated recycling service will be mixed waste processed in order to extract recyclable materials
- UPW will visit all multi-family and commercial bin customers within 12 months from service commencement that do not subscribe to the source-separated recycling program (50% within the first six months and 100% within the first twelve months)

- UPW will provide solid waste and recycling services, and portable toilets at City-sponsored event at no additional charge
- On-going public education and outreach
- City fees including the reimbursement of negotiation costs, administrative cost reimbursement, bulky item cost reimbursement, and franchise fees
- UPW will provide residential and commercial customer billing

SCOPE OF SERVICES

In order to provide the City with maximum flexibility, the specific study objectives will be determined by mutual agreement based on the City's solid waste program objectives. Our work is anticipated to include the following tasks based on our current understanding of the City's needs.

1) Establish Monitoring Guidelines

By establishing Agreement monitoring procedures and tools, the City can ensure that the financial, diversion, program, public education, and other requirements are being met.

In order to ensure compliance with the Agreement, HF&H will develop and maintain:

- A contractor compliance matrix which will be reviewed at each meeting with UPW and the City to ensure compliance with all contractual requirements.
- An Agreement summary for the City which categorizes items such Agreement terms and conditions, program and diversion requirements, rate increases, liquidated damages, etc. This document will allow the City to easily provide information to residents and City staff regarding programs and assist in Contractor compliance with requirements which are sometimes overlooked.
- A database to track and monitor tonnage reported by UPW.

2) Contract Management

HF&H has developed strategies to ensure contractor compliance, assess program issues/concerns, and expedite program data and information collection. We understand that City staff time is valuable, and these strategies have evolved over the course of our engagements in order to maximize the effectiveness of our meetings and to ensure efficient use of resources.

The items contained in our meeting documents will include, but are not limited to:

- Trend analyses of tonnage in order to track progress and discern anomalies; and,
- A matrix of contractor responsibilities based on requirements contained in the solid waste Agreement.
- New regulatory developments that may impact the provision of solid waste services.

Meeting documents will be forwarded to all stakeholders prior to the meeting in order to allow each participant adequate time to prepare for the meeting. We take notes at the meeting and, subsequently, distribute the meeting summary, which includes tasks discussed at the meeting, parties responsible for completing these tasks, and dates for which tasks are due.

In order to ensure that the solid waste and recycling programs and services outlined in the City's exclusive solid waste agreement are implemented successfully and that the City obtains the full value of the services for which it has contracted, HF&H will perform the contract compliance activities described below.

- HF&H will create a "Contractor Requirements Checklist" identifying all of the key contract programs, milestones, reports, fees, and other requirements. We will use the checklist as a tool to manage the agreement by reviewing it with UPW and updating it accordingly.
- HF&H will perform trend analyses on tonnage data submitted by UPW to the City and present our findings during regular meetings. These analyses allow real-time tracking of solid waste programs by measuring the generation of different types of waste (such as refuse, recycling and green waste) over an extended period of time. Solid waste generation can also be tracked by customer type, further revealing the nature of the City's solid waste generation.
- We will review monthly, quarterly and annual reports submitted by UPW and evaluate the reasonableness of the submitted data based on observed industry averages for ratios such as "receipts per ton" and "tons diverted per home per year" to identify potential reporting inaccuracies. We will compare the disposal amounts reported by UPW to the City to the amount reported by the landfills, identify any discrepancies, and request clarification or a reporting adjustment from UPW. Monitoring of reported tonnage is critical to ensure that disposal is accurately measured for AB 939 compliance purposes.
- We will conduct joint meetings with City staff and UPW on an agreed upon basis. During these meetings, HF&H staff will discuss solid waste issues, present findings of our analyses, and review contractor compliance.

3) Monitor Programs for Compliance

Diversion Requirement

The Agreement requires UPW to divert 31% of the solid waste collected under the Agreement by December 31, 2015, and each calendar year thereafter, and contains financial penalties assessed on a per ton basis if the diversion target is not achieved.

HF&H will monitor UPW's diversion based on the submitted tonnage reports for compliance with terms of the Agreement and calculate penalties if the required diversion is not achieved. We will track year-to-date performance of diversion to monitor compliance. This data will be reviewed during the meetings with UPW and City staff.

Mandatory Commercial Recycling Regulation Compliance

As of July 2012, the Mandatory Commercial Recycling Regulation (AB 341) requires that all businesses which generate 4-cubic yards or more of solid waste per week, and multi-family complexes with five or more dwelling units participate in a recycling program. Jurisdictions are required to offer a recycling program, develop and distribute public education and outreach materials, and monitor these programs.

Multi-family (5 units or more) and commercial customers within the City may choose between mixed waste processing service or source-separated recycling service. Sections 8.2.8 and 8.3.4 of the Agreement require UPW to identify all customers that fall within the thresholds of AB 341 that do not currently have a recycling program. Further, UPW is required to perform site visits of 50% of multi-family complexes and commercial businesses not in compliance with AB 341 within the first six months from the commencement of the Agreement, and 100% within the first twelve months.

To ensure the City's compliance with AB 341, HF&H will:

- Review UPW's list of multi-family complexes and commercial businesses not in compliance with AB 341 and compare this list to a current service level list.
- Develop a site visit tracking form to be completed by UPW to ensure site visits are being completed, and the outcome of those visits.
- Assist in the preparation of required documentation to be included with the CalRecycle AB 939 Annual Reports.

Public Education and Outreach

Section 10.9 of the Agreement outlines the public education and outreach materials and activities required of UPW. HF&H will include these items in the Contractor Compliance Checklist to ensure that each of the materials and activities are completed to the satisfaction of the City. In order to perform this task, HF&H will:

- Develop a public education and outreach schedule based on Section 10.9 of the Agreement.
- Review and provide comments and revisions to drafts of all public education materials created by UPW to ensure Agreement compliance and relation to the programs offered.
- Determine residential, multi-family and commercial participation in diversion programs by reviewing service level reports provided by UPW, and discuss participation at meetings with UPW and City staff.

TERM

The base term is two years from January 1, 2015 to December 31, 2016. The contract may be renewed for up to three additional years upon approval by the City Manager.

FEE ESTIMATE

We will perform the work based on time and materials. Section 11.2 of the City's agreement with UPW contains a provision for an Administrative Cost Reimbursement to the City of \$50,000 the first year due on or before October 31, 2014, and an increased payment in subsequent years based on the change in the Consumer Price Index due each July 1 beginning July 1, 2015. Assuming a 2.5% CPI adjustment, the budget for the second year would be \$51,250. The estimated total two-year budget would be \$101,250. Transition costs for the first year will likely result in a larger proportion of the two-year total budget being billed during the first year. We will bill the City once per month based on the number of hours worked multiplied by our hourly billing rates, plus expenses incurred. Payment is due within 30 days of invoicing. Hourly rates for our consultants are as follows:

<u>Position</u>	<u>Rate*</u>
Senior Vice President	\$259
Director	\$219
Manager	\$205 - \$215
Senior Associate	\$155 - \$175
Associate Analyst	\$135 - \$145
Assistant Analyst	\$100 - \$125
Administrative Staff	\$98

* Adjusted annually by CPI beginning January 1, 2016

Standard charges for common direct expenses are as follows:

Mileage	Prevailing IRS mileage rate
Document reproduction	15 cents per page (black & white)
	75 cents per page (color)
Facsimile	No charge
Telephone	No charge
Public conveyances	Actual
Postage	Actual
Overnight mail & couriers	Actual
Other out-of-pocket expenses	Actual

CITY OF HUNTINGTON PARK

City Council Meeting Agenda
Monday, October 20, 2014

REGULAR CALENDAR

FINANCE DEPARTMENT

Item 7

Presentation Regarding Business License Process Overview

Presentation Only

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Monday, October 20, 2014

REGULAR CALENDAR

PERSONNEL

Item 8

Presentation Regarding Volunteer / Youth Worker Programs

Presentation Only

CITY OF HUNTINGTON PARK

City Council Meeting Agenda
Monday, October 20, 2014

REGULAR CALENDAR

PARKS AND RECREATION

Item 9

Discussion / Action of Christmas Lights on Pacific Boulevard

Discussion and Possible Action



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 20, 2014

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 AMENDMENT TO THE AGREEMENT WITH EVAN BROOKS ASSOCIATES TO ASSIST WITH TRANSPORTATION PLANNING AND MANAGEMENT SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve amendment to the agreement with Evan Brooks Associates to assist in transportation planning and management services.
2. Authorize the Interim City Manager to execute the amendment.

BACKGROUND

The City Council authorized the Interim City Manager to execute a professional services contract with Evan Brooks Associates (EBA) for as-needed transportation planning and grants management services on July 7, 2014. The intended scope of the contract was for EBA to assist in the management and compliance of the City's various transportation grant programs (i.e., Prop A, Prop C, Measure R, Call for Projects, TDA, AQMD), as well as to guide city staff regarding use/leverage of such grant monies.

Over the past three months, it has become apparent to city staff that the ongoing administration of the city's transportation funds and programs requires additional staff support. The city has missed required program filing deadlines resulting in delays in being reimbursed for project-related expenditures or in the withholding of transportation funding.

As a result, increased oversight is needed to manage grant-funded projects such as the Pacific Boulevard Pedestrian Improvement Project, and funding agreements will need to be negotiated with Metro and Caltrans for grants that the city has recently secured.

APPROVE AMENDMENT TO THE AGREEMENT WITH EVAN BROOKS ASSOCIATES TO ASSIST WITH TRANSPORTATION PLANNING AND MANAGEMENT SERVICES

October 20, 2014

Page 2 of 3

Therefore, staff recommends an amendment to the agreement with EBA to expand the scope of work to include additional program management services related to the city's existing transportation grant and funding programs. The contract amendment will:

1. Extend the contract term to the end of the fiscal year, from December 31, 2014 to June 30, 2015.
2. Increase contract amount by \$52,000 for the additional services, not-to-exceed \$82,000.

The expanded scope of services will include:

- Increase EBA staff on-site presence at City Hall from 12.5 hours to 20 hours per week
- Management of the city's transportation funding program
 - Prop A, Prop C, Measure M, TDA
- Management of the city's public transportation programs
 - COMBI, Dial-a-Ride
- Management of the city's existing transportation grants
 - Pacific Blvd Pedestrian Improvements, Pacific Blvd Signal Sync, Downtown iPark, Metro TOD, State Street Bike Lane, Randolph St Rails-to-Trails
- Serve as the city's representative to Metro's Local Transit Service Subcommittee and Gateway Cities COG
- Work with Finance Department to review and develop annual budgets and submit required reports to funding agencies
- Identify future funding opportunities

The extension of this contract with EBA will help assure that the City preserves its available transportation funding and is able to leverage its limited local funding to secure additional funding from external sources for the implementation of local projects.

FISCAL IMPACT/FINANCING

Staff requests an additional \$10,000 for as-needed services from their proposal. Consequently, the amendment to the contract will increase the not-to-exceed amount of the contract by \$52,000. These additional costs will be borne by the administrative portion of the following grant programs: Prop C, Measure R, and Downtown iPark Grant. Therefore, there will be no impact to the General Fund.

APPROVE AMENDMENT TO THE AGREEMENT WITH EVAN BROOKS ASSOCIATES TO ASSIST WITH TRANSPORTATION PLANNING AND MANAGEMENT SERVICES

October 20, 2014

Page 3 of 3

LEGAL AND PROGRAM REQUIREMENTS

Future non-compliance with grant regulations could result in forfeiture/return of funds and jeopardize future grant opportunities. The majority of the grant funding received for improvements along Pacific Blvd. are in the form of transportation grant monies from Metro and other agencies.

The final form of this agreement was approved by the City Council on September 17, 2014. The amendment will extend the term of the contract to the end of this fiscal year – June 30, 2014.

CONCLUSION

Upon approval, the Interim City Manager will execute the amendment to the agreement with Evan Brooks Associates for transportation program and grants management services.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

- A: First amendment to the agreement with Evan Brooks Associates
- B: Master agreement with Evan Brooks Associates



2014
FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
(Engagement: Transportation Management Support)
(Parties: City of Huntington Park and Evan Brooks Associates)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of July 1, 2014, by and between the City of Huntington Park, a municipal corporation (hereinafter, "City") and Evan Brooks Associates (hereinafter, "Consultant") is made and entered into this ____ day of _____ 2014. 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.

RECITALS

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

WHEREAS, on or about July 1, 2014, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the City desires to continue the following additional professional services: transportation management services; and

WHEREAS, Consultant has represented to City that it has the requisite skill and experience to safely and competently perform the desired professional services within the City; and

WHEREAS, an Amendment is permissible pursuant to Section 6.16 of Master Agreement, provided that it is in writing and executed by both Parties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 1.1 is amended in part to reflect the performance of additional services and tasks set forth in Consultant's proposal (dated July 1, 2014). The aforementioned proposal is attached and incorporated into this Amendment and the Master Agreement Exhibit "B" and shall be referred to as the "Scope of Work." Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

2. Section 1.2 is amended in its part to read as follows: The term of the Master Agreement is hereby extended for an additional period of six (6) months, commencing from December 31, 2014 and expiring on June 30, 2015 (the "Term"). Upon completion of the Term, this Agreement may be renewed for a one (1) one-year extension, which is

subject to prior approval by the City Council. 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.

3. Section 1.3 (Compensation) of the Master Agreement is hereby amended by increasing the amount of the Contract Price of Thirty Thousand Dollars (\$30,000), by the sum of Forty Two Thousand Dollars (\$42,000) to a new total Contract Price sum of Seventy Two Thousand Dollars (\$72,000).

4. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together 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.

5. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

6. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to Consultant upon execution.

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

CITY OF HUNTINGTON PARK:

EVAN BROOKS ASSOCIATES

By: _____
Julio Morales, Interim City Manager for the
City of Huntington Park

By: _____

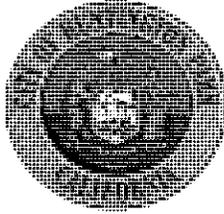
Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Isabel Birrueta, City Attorney

Date: _____



PROFESSIONAL SERVICES AGREEMENT
(Engagement: On-Call Transportation Planning Support)
(Parties: City of Huntington Park and Evans Brooks Associates)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July 2014 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and EVANS BROOKS ASSOCIATES (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.

RECITALS

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

WHEREAS, CITY requires assistance with the administration of its local transportation projects and programs including review of previous capital improvement plans, project funding agreements, and fund balances; and

WHEREAS, Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Agency 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 the document entitled "July 2, 2014 Professional Services Proposal – City of Huntington Park – On-Call Transportation Planning Support," attached hereto as Exhibit "A" (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary

work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

- 1.2 TERM: This Agreement shall have a term of six (6) months commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) three-month extension terms unless CITY issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). 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: During the term of this Agreement and any extension term provided herein, CONTRACTOR shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected on page 3 of **Exhibit "A"**. CONTRACTOR further agrees that the total compensation for work performed during the term of this agreement, inclusive of any extension term, shall not exceed the sum total of THIRTY THOUSAND DOLLARS (\$30,000.00) (hereinafter, the "Contract Price"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of the Finance Department. In the event CONTRACTOR's charges are projected to exceed the Contract Price 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 Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The CONTRACTOR shall be paid a monthly retainer sum not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) for the Services performed under this agreement. Notwithstanding the foregoing, 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 and the reimbursable out-of-pocket expenses incurred. 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 fifteen (15) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in 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 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, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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, the Assistant City Manager, (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: CONTRACTOR hereby designates Hal Suetsugu to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

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

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

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) 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, contractors, subcontractors and subconsultants. 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 the 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, contractors, subcontractors or subconsultants 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, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned 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, subcontractor, subconsultant, 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 contractors 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, contractors, subcontractors and subconsultants. 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: 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.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 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 or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants 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, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 Work of Contractor's Design Professionals Services: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, the CONTRACTOR shall immediately defend and indemnify and hold harmless the City Indemnitees, defined above, from and against any and 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 the negligence, recklessness, or willful misconduct of CONTRACTOR or any of CONTRACTOR's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONTRACTOR in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONTRACTOR to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONTRACTOR's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.4 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.

- 4.5 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.
- 4.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor 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 subcontractors 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.
- 4.7 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.
- 4.8 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 days 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 7.1 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, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
- iii. The 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. The 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 subcontractors

and subcontractor 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 subcontractor or subcontractor 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:

Hal Suetsugu, Vice President
Evans Brooks Associates
1030 South Arroyo Parkway, Suite 204
Pasadena, California 91105
Phone: (626) 799-8011
Fax:

CITY:

City of Huntington Park
City Manager's Office
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Julio Morales, Interim City Manager
Phone: (626) 580-2250
Fax: (626) 580-2253

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.

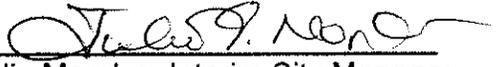
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subcontractors), if any, shall contain a provision making 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 CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

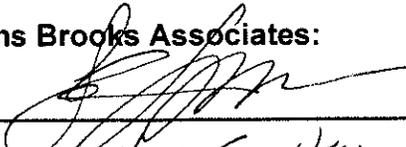
[SIGNATURE PAGE TO FOLLOW]

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: 
Julio Morales, Interim City Manager

Evans Brooks Associates:

By: 
Name: Hal Suetzky
Title: Vice President

APPROVED AS TO FORM:

By: 
Isabel Birrueta, City Attorney

EXHIBIT "A"
SCOPE OF WORK

(SEE ATTACHED)



July 2, 2014

Professional Services Proposal

City of Huntington Park – On-Call Transportation Planning Support

To: Julio Morales, Finance Director
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

From: Hal Suetsugu, Vice President
Evan Brooks Associates

Background

The City of Huntington Park seeks assistance with the administration of its local transportation projects and programs including review of previous capital improvement plans, project funding agreements, and fund balances. This includes projects funded through various grant programs and by the City through its local transportation funding (i.e. Prop A, C, Measure R, and TDA Article 3).

Through this proposal, EBA will provide the City with on-call planning and administration support for its local transportation programs and projects. In addition, this proposal will provide immediate planning needs and services for current critical projects outlined in the scope of work.

Scope of Work - On-Call

EBA will provide the following services on an as-needed basis:

1. Funds Administration

EBA will assist the City with the administration of its transportation funding programs including, but not limited to Proposition A, C, and Measure R Local Return; TDA Article 3; and Surface Transportation Program – Local (STP-L). This includes review of previous funding agreements, monitoring project budgets and schedules, preparing required annual claim forms and program reporting documentation, and assisting city staff in preparing for program audits.

2. Program Development

Assist with the development of a local Capital Improvement Program (CIP) and Pavement Management Program (PMS) Initial Study. The CIP will allow staff to more accurately track and manage its local transportation projects and programs and assure the timely use of its external and local funding allocations. The development of a PMS Initial Study will allow the City to use a portion of its Prop C and Measure R Local Return Funds for roadway repairs for local streets on which fixed route transit services operate.

3. Agency Coordination

Assist City in coordinating with regional transportation and planning agencies including Metro, Caltrans, Los Angeles County Department of Public Works, SCAG, and the Gateway Cities COG related to funding programs, reporting requirements (i.e. National Transportation Database, ATP, etc.), and technical committees (Metro TAC, Local Transit Systems Subcommittee, COG committee meetings, etc.)

4. Grants Administration

Assist with the administration of the City's existing grant-funded projects including funding agency coordination, preparation of agreements (i.e. letters of no-prejudice, funding agreements (FA), letters of agreement (LOA), assisting with the federal project approval process (i.e. E-76), preparation and submittal of required project reports, and preparation of project closeouts.

5. Transportation Funding Look-Ahead

EBA will provide City staff with information regarding future funding opportunities from existing and new programs. This includes providing a written summary of each program, amount of available funding, project funding requirements (minimum and maximum grant amounts and local match requirements), application requirements, and identification of local project that would be eligible for funding from the specific programs.

6. Direct Staff Support

EBA staff will provide direct staff support at City Hall for up to eight (8) hours per week. This includes document review and organization, meeting with City staff, field work, and attending council meetings in regards to specific projects.

7. Immediate Needs

- Metro Prop C Allocation Request – Huntington Park Bike Grand Prix Market Program
- Government Relations – Meeting with Metro Staff for Current and Future Funding Needs
- Metro Local Return Allocation Request – Parking Structure Improvements at Florence and Pacific

Compensation

The total compensation for the services included in this proposal's scope of work will be in an amount not to exceed \$30,000 for a 6 month period.

Project Schedule

The service will be provided on an as-needed basis for a period of time not to exceed 6 months. The schedule for completing individual projects or tasks will be determined by City staff upon giving these assignments to EBA.

Additional Services

EBA will provide services not included in this proposal's Scope of Work as "additional services" upon the receipt of a written notice to proceed from City staff. The notice to proceed will include an approved amended scope of work and budget. The budget for the additional services will be based on EBA's current hourly billing rates shown in the following table, or a not-to-exceed budget amount.



EBA 2014 Billing Rates

EBA Staff	Hourly Rate
Project Principal	\$160
Project Manager	\$140
Project Planner/Engineer	\$120
Environmental Specialist	\$120
Associate Planner/Engineer	\$110
Research/Funds Analyst	\$110
Graphics Designer	\$90
Administrative Support	\$75



Notice to Proceed Approval:

Project: Huntington Park On-Call Transportation Planning and Administrative Services Support

Budget not to exceed: \$30,000 (6 month period)

Approval:

Julio Morales, Finance Director
City of Huntington Park

Date

Concurrence:

Hal Suetsugu, Vice President
Evan Brooks Associates
hal@ebaplanning.com
818-521-9947 mobile
626-799-8011 office

Date



October 7, 2014

Contract Amendment Request

City of Huntington Park – Transportation Management Support

To: Julio Morales, Interim City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

From: Hal Suetsugu, Vice President
Evan Brooks Associates

Background

Evan Brooks Associates is currently under contract with the City of Huntington Park to assist with the management of its local transportation programs and projects on an interim basis until the City hire a new Public Works Director/City Engineer. The existing contract's terms are for a period of six-months (July 1, 2014 to December 31, 2014) with a not-to-exceed amount of \$30,000. It has become apparent to both EBA and City staff that the City needs to devote additional resources to adequately manage its transportation programs, including; 1) Local Return and grant funds maintenance and management (for local, state and federal funding sources), 2) project implementation and oversight, 3) management of the City's local transit services, 4) community outreach, and 5) coordination with regional and state transportation agencies. Initial investigations has led City staff to conclude that the City runs the risk of incurring significant financial losses associated with its transportation funds programs if it does not provide the staffing support required to adequately update, manage and maintain these programs.

Proposed Amendment

Evan Brooks Associates (EBA) requests that the City of Huntington Park amend its existing contract as follows:

- Extend the contract terms from six to twelve months. This amendment will extend the contract from its current end date of December 31, 2014 to June 30, 2015.
- Increase the total not-to-exceed budget amount from \$30,000 to \$72,000 resulting in a not to exceed monthly budget amount increase from \$5,000 to \$8,000.
- Include the option of a one-year extension of this contract from July 1, 2015 through June 30, 2016.

The amendment will allow EBA to provide up to 20 hour of staff support to the City on a weekly basis. This increase is required in order to adequately manage and oversee Huntington Park's transportation projects and programs. The following table shows the difference between the current and proposed amended budget amounts on a monthly basis through June 2015.

Year	Month	EBA Contract Budget		
		Existing	Proposed	Difference
2014	July	\$5,000		
	August	\$5,000		
	September	\$5,000		
	October	\$5,000	\$8,000	\$3,000
	November	\$5,000	\$8,000	\$3,000
	December	\$5,000	\$8,000	\$3,000
2015	January		\$8,000	\$8,000
	February		\$8,000	\$8,000
	March		\$8,000	\$8,000
	April		\$8,000	\$8,000
	May		\$8,000	\$8,000
	June		\$8,000	\$8,000
TOTAL		\$30,000	\$72,000	\$57,000

Justification

EBA has completed the following assignments while under contract with the City:

- Reviewed the City's FY 2013-14 Local Return budgets (Prop A, C, and Measure M) and assisted with the preparation of its FY 2014-15 budgets;
- Prepared the City's FY 2014-15 Local Return budget estimates and submitted to Metro for approval as required by the Metro program guidelines;
- Worked with City staff to identify ways that the City can leverage its existing local transportation funding to meet its local funding commitments to projects funded through the Metro Call for Projects;
- Negotiated a 'Letter of No Prejudice' with Metro that will give funding credits to the City for local expenditures made towards its Downtown Huntington Park Pacific Boulevard 'iPark' parking project;
- Developed a quarterly report template to be used by City staff in reporting the progress of its projects funded under the Metro Call for Projects with Metro approval;
- Reviewed consultant billings made to date for the design of the Pacific Boulevard Pedestrian Improvement Project for proper eligibility justification for the preparation of the required Metro Quarterly Project Reports process;
- Identified expenditures made by the Pacific Boulevard project's consultant team that cannot be counted towards the project's local match contribution or are an ineligible use of Measure M funds;
- Worked with Finance Department staff to develop a project reporting programs that will ensure that quarterly project status reports and reimbursement requests are submitted to Metro on a timely basis;
- Represented the City at Metro's 2015 Call for Projects Workshop;
- Began City staff discussions to identify local projects that would qualify and be competitive to

receive funding from the 2015 Metro Call for Projects

- Assisted staff to meet Metro's requirements that will prevent the City's TOD grant from lapsing; and
- Monitored the State and SCAG's review of grant applications submitted under the 2014 ATP program and notified the City about the preliminary recommendations to fund the State Street bike lane project (\$1,184,000) and the Randolph Street rails-to-trails feasibility study (\$400,000)

The current agreement allows EBA staff to assist City for up to 12.5 hour per week or 50 hours per month assuming a billing rate of \$100/hour. The amendment will increase the weekly hours to 20 and extend the terms by six months. This additional time and budget is required to provide the necessary staff support to appropriately manage these transportation programs and projects. The City has managed its local transportation projects and programs in recent years by the Public Works Director/City Engineer with assistance from other departments including Community Development, Parks and Recreation, and Finance. This 'piecemeal' approach has resulted in a lack of direct oversight and inadequate project management resulting in the following:

- Quarterly project reports required for Metro for the Pacific Boulevard Pedestrian Improvement Project have not been submitted on a timely basis resulting in a delayed or denied reimbursement of the City's project expenses;
- Failure to revise and maintain the TOD grant's required scope and schedule. This grant is currently in danger of lapsing (by December 2014) if the City does not show Metro that it has taken the necessary steps required to implement the project funded by this grant;
- Lack of successful progress in the development of the Pacific Boulevard Pedestrian Improvement Project's design. Not all of the expenditures made by this project's consultant team can be credited towards the Metro grant's local match requirement or are an ineligible use of Measure R funding;
- Required Prop C Discretionary Fund Reimbursement for collection of local transit data and submittal to Metro has not been received by the City for FY 2013-14 annual reporting period;
- City's local gas tax funds are in danger of being withheld by the State because the City is late in submitting its FY 2013-14 Congestion Management Plan report to Metro prior to September 1, 2014 and now considered late for submittal;
- Local expenditures that would qualify towards the Downtown iPark project's local match are ineligible because they were incurred prior to Metro's approval of a Letter of No Prejudice for this project;
- Lack of a local pavement management system prevents the City from using its Proposition C and Measure R funds for local roadway repair projects;
- City is not represented at Metro Local Transit Service Subcommittee meetings; and
- The City runs the risk of incurring significant findings when its local transportation programs are audited by Metro (expected Audit in December 2014).

These issues will result in a significant financial impact to the City if they are not corrected in a timely manner.

This contract amendment will allow EBA staff to function as the City of Huntington Park's Transportation Manager. The assigned staff person will report directly to the Interim City Manager to manage and oversee the City's transportation programs and projects. The transportation manager's responsibilities will include:

- Management of the City's transportation funding program (Prop A, C, Measure M, and TDA Article 3);
- Management of the City's public transportation programs (Combi, Dial-a-Ride service operated by Fiesta Taxi);
- Management of the City's existing transportation grants (Pacific Boulevard Pedestrian Improvements, Pacific Boulevard Signal Synchronization, Downtown Huntington Park iPark, Metro TOD, State Street Bike Lane, and Randolph Street Rails-to-Trails Study);
- Develop and negotiate the terms of the two projects funded under the State's ATP program;
- Serve as the City's representative to Metro's Local Transit Service Subcommittee and Gateway Cities COG;
- Work with state and regional transportation agencies on behalf of the City including Metro, SCAG, GCCOG, Caltrans, etc.;
- Oversee the implementation of the City's bicycle program including capital improvements and special events;
- Work with finance department staff to review and develop annual budgets and to submit required reports to Metro, AQMD, and other applicable funding agencies;
- Identify future funding opportunities that can be used to leverage local funding for the development of future transportation projects and programs such as the Metro Call for Projects, Caltrans ATP Program, federal programs, etc.; and assist with the preparation of grant applications;
- Prepare City Council communications and reports as needed; and
- Provide information and assistance to the community as needed.

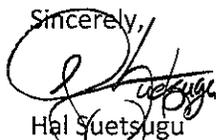
Cost Effectiveness

EBA is cognizant of the fact that cities are operating with limited resources. The city should consider this budget increase as a means of leveraging its existing resources in order to implement its existing projects in a more cost effective manner, and to use these resources to secure future funding opportunities for projects that improve local mobility options. The following table contains a summary of the contracts that EBA has received from the city to date (with the exception of this contract) and the amount of revenues that these contracts have generated for the city in the form of grants and program savings. The table shows that Huntington Park as received a 6,670 percent return on its investment from the contracts that it has awarded EBA.

EBA Contracts with Huntington Park		Budget
Bike Master Plan		\$11,995
2013 Metro Call for Projects Applications		\$9,000
2014 ATP Grant Applications		\$19,700
Local Transit Service Cost Analysis		19,800
Total Contracts		\$60,495
Grants Received		Amount
Downtown Huntington Park iPark		\$545,974
Pacific Boulevard Signal Synchronization		\$936,927
State Street Complete Street Bike Lane		\$1,184,000
Randolph Street Rails-to-Trails Feasibility Study		\$400,000
Total Grants		\$3,066,901
Transit Service Savings		Amount
Combi Fixed Route		\$284,246
Oldtimers Dial-a-Ride Elimination		\$683,802
Total Transit Savings		\$968,048
Return on Investment (ROI)		
Amount (total Grants and Savings minus Total Contracts)		\$3,974,454
Percent		6,570%

Please call or email Art Cueto or I at (626) 799-8011 if you have any questions or require additional information regarding this proposed contract amendment.

Sincerely,



Hal Suetsugu
Vice President
Evan Brooks Associates



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 20, 2014

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 THE ASSET PURCHASE AGREEMENT WITH MAG SWEEPING, INC.;
PREVIOUSLY AUTHORIZED BY COUNCIL ON JUNE 16, 2014**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the asset purchase agreement with MAG Sweeping, Inc.
2. Authorize the Interim City Manager to execute the agreement.

BACKGROUND

The City has faced a number of fiscal challenges in recent years. The street sweeping contract has been identified as an area for potential cost savings. The City pays approximately \$887,000 per year to MAG Sweeping to provide street sweeping services.

On June 16, 2014, the City Council authorized the City Manager to negotiate an agreement to terminate the contract with MAG Sweeping. The final form of the termination agreement is now presented to Council for final approval.

In addition, the City Council subsequently approved an agreement with Nationwide Environmental Services on October 6, 2014, to provide street sweeping services at a minimum annual savings of \$158,556.

The City reviewed two options:

1. Renegotiate contract, which will require the extension of the contract term
2. Negotiate payment to terminate contract / services

Both the City and MAG Sweeping did not favor the first option. Consequently, staff was directed to negotiate a termination that did not exceed \$1 million.

APPROVE THE ASSET PURCHASE AGREEMENT WITH MAG SWEEPING, INC.; PREVIOUSLY AUTHORIZED BY COUNCIL ON JUNE 11, 2014

October 20, 2014

Page 2 of 2

FISCAL IMPACT

The City and MAG Sweeping have reached a negotiated price of \$990,000 for the acquisition of the company. These costs will be paid from unspent (reserves) Gas Tax monies, which permits funding for street sweeping services. Since the termination/acquisition cost will be borne by the Gas Tax Fund, this transaction will not have a direct financial impact on the General Fund. However, the City's General Fund will realize a minimum of \$158,556 (each year) as a result of replacing MAG Sweeping with Nationwide Environmental Services.

LEGAL AND PROGRAM REQUIREMENTS

On June 16, 2014, the City Council authorized staff to negotiate a termination payment with MAG Sweeping not to exceed \$1 million. Previously, City Council had directed staff to negotiate a new street sweeping contract with Nationwide Environmental Services. These two transactions are inextricably linked. Moreover, contracts with each party have been finalized and negotiated. Failure to approve this termination agreement not only may expose the City to potential litigation, but more importantly would result in additional costs (loss of savings to City's General Fund).

CONCLUSION

Upon City Council approval, the City Manager will execute the asset purchase agreement with MAG Sweeping.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

A: Asset purchase agreement with MAG Sweeping, Inc.

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made this ___ day of _____, 2014 (the "Effective Date"), by and between the City of Huntington Park, a municipal corporation ("Purchaser") and MAG Sweeping, Inc., a California corporation ("MAG Sweeping") and Alfredo Perez ("Perez" and with MAG Sweeping collectively referred to herein as "Seller").

RECITALS

A. Seller is engaged in the business of providing street sweeping and sidewalk cleaning services (the "Business").

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller all of Seller's right, title and interest in and to certain specified assets of the Business, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Assets.

1.1 Transfer of Purchased Assets. Except as hereinafter provided, on the Closing Date (as hereinafter defined), Seller will sell, assign, transfer and deliver to Purchaser, and Purchaser will purchase and accept from Seller, all right, title and interest in and to those assets set forth in Schedule 1 attached hereto and incorporated herein by this reference (the "Purchased Assets").

1.2 No Other Assets or Rights. The Purchased Assets do not include any assets, rights or property of Seller not specifically included in the definition of Purchased Assets set forth in this Schedule 1. Purchaser shall not assume any obligations or liabilities of Seller.

2. Liabilities. On and as of the Closing Date, Purchaser will be responsible for all liabilities with respect to the Purchased Assets that arise on or after the Closing Date, but only to the extent that such liabilities do not relate to any breach, default or violation by Seller on or prior to the Closing (the "Assumed Liabilities"). Except as expressly set forth in this Section 2, Purchaser shall not assume any obligations or liabilities of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

3. Purchase Price. As consideration for the Purchased Assets, Purchaser shall deliver, by wire transfer or as otherwise agreed, NINE HUNDRED NINETY THOUSAND DOLLARS (\$990,000) (the "Purchase Price") to Seller on the Closing Date. Seller and Purchaser agree that the Purchase Price shall be allocated among the Purchased Assets for all purposes as set forth on

Schedule 2. Seller shall file all tax returns and information reports in a manner consistent with this allocation.

4. **Closing**. The closing of the purchase and sale provided for in this Agreement (the “Closing”) shall occur on the date the Purchase Price is transferred by Purchaser to Seller (the “Closing Date”). On the Closing Date, Seller shall deliver to Purchaser a duly executed Bill of Sale and Assignment, in the form attached hereto as Exhibit A, transferring the Purchased Assets to Purchaser. On the Closing Date, Purchase shall deliver the Purchase Price and a duly executed Bill of Sale and Assignment, in the form attached hereto as Exhibit A, transferring the Purchased Assets to Purchaser.

5. **Representations and Warranties of Seller**.

MAG Sweeping and Perez, jointly and severally, hereby represent and warrant to Purchaser as follows:

5.1 **Organization, Specific Powers and Authorization**. MAG Sweeping is a corporation duly organized, validly existing and in good standing under the law of the state of California. Seller has, and on the Closing Date will have, full right, power and authority to enter into this Agreement and to sell, transfer and deliver the Purchased Assets and to perform its undertakings and obligations hereunder. All corporate proceedings required to be taken to authorize Seller to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby have been duly taken. This Agreement has been, and on the Closing Date will be duly executed and delivered by Seller and, upon such execution and delivery, will constitute a legal, valid and binding obligation of Seller in accordance with its terms.

5.2 **No Violation or Conflict**. The execution, delivery and performance of this Agreement and the consummation by Seller of the transactions contemplated hereby does not and will not (i) violate, conflict with or result in the breach or termination of, or create a right to terminate or accelerate, or constitute a default (with notice or lapse of time or both) under any indenture, contract, mortgage, lease, agreement or other instrument to which Seller is a party or by which Seller is, or its properties or assets are, bound or affected; (ii) violate or conflict with any statute, rule or regulation, or any order, judgment, writ, injunction, decree of any court or governmental body or regulatory agency or authority to which Seller is, or its properties or assets are, subject; or (iii) result in the creation of any lien, charge, encumbrance, security interest or claim upon any of the properties or assets of Seller.

5.3 **Title to Purchased Assets; Absence of Liens and Encumbrances**. Seller has good title to the Purchased Assets free and clear of all claims, liens, encumbrances, security interests, charges or options of any kind, and the sale and delivery of the Purchased Assets pursuant hereto will vest in Purchaser good and valid title thereto, free and clear of all claims, liens, encumbrances, security interests, charges or options of any kind whatsoever.

5.4 **Condition of Assets**. The Purchased Assets are used and their condition coincides with that which would be expected from their date of manufacture, but are adequate for the uses to which they are being put. Seller has no knowledge of any existing mechanical defects that would

preclude current use. The Purchased Assets are being transferred in an “as-is” condition. Purchaser has had the opportunity to review the condition of the Purchased Assets and finds the Purchased Assets acceptable for purchase.

5.5 **Assigned Contracts.** Schedule 1 includes each contract included in the Purchased Assets and being assigned to and assumed by Purchaser (the “Contracts”). Each Contract is valid and binding on Seller in accordance with its terms and is in full force and effect.

5.6 **Permits.** Schedule 1 includes all permits, licenses, franchises, approvals, authorizations, registrations, certificate, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the “Permits”). The Permits are valid and in full force and effect.

5.7 **Compliance with Laws.** Seller has complied, and is now complying, with all applicable federal, state and local laws and regulations applicable to ownership and use of the Purchased Assets.

5.8 **Litigation.** There are no actions, suits, proceedings, claims or investigations pending or threatened against or affecting the Purchased Assets or any of them, or may interfere with the consummation of the transactions contemplated hereby or any of the rights, title or interests contemplated to be transferred to Purchaser pursuant hereto; and there is no outstanding order, writ, judgment, injunction, decree or award of any court, governmental or regulatory body, agency or authority or arbitration tribunal against or otherwise affecting any of the Purchased Assets.

5.9 **Full Disclosure.** All documents, exhibits, certificates and other materials delivered or to be delivered by or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby are true and complete. The information furnished by or on behalf of Seller in connection with this Agreement and the transactions contemplated hereby does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

5.10 **Tax Representations.** Seller is relying solely upon its own investigation and analysis of any potential tax results or tax impacts resulting from this Agreement or the transactions contemplated hereby, and has not relied in any way upon any advice, guidance, representation, statement, agreement, descriptions or other information by Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters, including without limitation, any proposed tax result or tax impact resulting from this Agreement or the transactions contemplated hereby.

5.11 **Advice of Counsel.** Seller has read and fully understands the terms and provisions of this Agreement, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

5.12 **Representations and Warranties as of Closing Date.** The representations and warranties made in this Section 5 will be true and correct on and as of the Closing Date with the

same force and effect as though such representations and warranties had been made on and as of the Closing Date.

6. **Survival.** Each of the representations, warranties and covenants made by Seller hereunder shall survive after the Closing Date without limitation.

7. **Covenants.**

7.1 **Transfer of Certificates of Title.** In the event that ownership of any of the Purchased Assets is evidenced by a certificate of title or other recorded evidence of title, Seller and Purchaser shall each use their reasonable best efforts to cooperate with each other and to effectuate transfer of such certificates of title or other recorded evidences of title into the name of Purchaser as soon as possible after the Closing Date.

7.2 **Continued Cooperation.** From and after the Closing Date, each party shall use reasonable best efforts to cooperate with each other in executing such agreements, documents, certificates and instruments and taking or causing to be taken such other acts and actions as may be reasonably requested by the other party, or as may otherwise be necessary, advisable or appropriate to more fully accomplish and/or evidence the consummation of the transactions contemplated hereby pursuant to the terms and conditions hereof.

8. **Indemnification.**

8.1 **Indemnification by Seller.** Except as otherwise provided herein, Seller will indemnify, defend and hold harmless Purchaser and its officers, directors and employees with respect to any and all losses, liabilities, claims, obligations, damages or deficiencies, together with all costs and expenses (including, without limitation, any interest, penalties, legal fees and expenses and accountants' fees and expenses) (collectively, "Losses") incurred in connection with and in defending against any such Losses based on, arising out of, resulting from, or otherwise relating to: (i) any inaccuracy, misrepresentation or breach of any representation, warranty or covenant, or non-fulfillment or failure to perform any covenant or agreement, made by Seller in this Agreement, certificate or other document delivered by Seller in connection herewith; (ii) any and all liabilities and obligations of Seller not specifically assumed by Purchaser hereunder; (iii) any claims asserted or action taken against Purchaser by any third party, which claims or actions relate to this Agreement and/or the Contracts; and (iv) any other obligation or liability of Seller incurred, or arising out of or in connection with any act or omission occurring at any time.

8.2 **Indemnification Procedures.** Whenever any claim shall arise for indemnification hereunder, Purchaser shall promptly provide written notice of such claim to Seller.

8.3 **Cumulative Remedies.** The rights and remedies provided in this Section 8 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

9. **Releases.** Except for the obligations set forth in this Agreement, Seller, on behalf of itself and all of its successors, assigns, attorneys, agents, and anyone claiming by or through it,

hereby releases and forever discharges Purchaser, and all of its divisions, affiliates, employees, officers, directors, successors, assigns, attorneys and agents, from any and all claims, debts, liabilities, and demands, whether known or unknown, fixed or contingent, which Seller now has, or which Seller at any time may have, that arise out of or relate in any way to the Contracts.

10. **Waiver Of California Civil Code Section 1542.** Seller agrees to waive all of its respective rights under Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Seller expressly waives and releases any right or benefit which he may have or may in the future have under California Civil Code § 1542 and all similar laws, rules and statutes, to the fullest extent that such rights or benefits may be lawfully waived and released. Seller acknowledges that he may hereafter discover facts different from or in addition now known or believed to preexist or arising out of the Contracts or matters which releases have been given herein, and agrees that this Agreement will nonetheless be binding and remain in full and complete force and effect.

11. **Notices.**

Any notice, request, consent, demand or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested, or by telegraph, cable, telex or telecopier (to be confirmed by mailing the same as aforesaid), to the appropriate parties listed below at their respective addresses set forth below or such other address as any party may designate by notice to the other parties given as aforesaid:

If to Seller: MAG Sweeping, Inc.
7800 Pacific Blvd,
Huntington Park, CA 90255
Attention: Al Perez

If to Purchaser: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attention: City Manager

12. **Miscellaneous.**

12.1 **Interpretation.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such

instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person. The Section and subsection headings of this Agreement are inserted and appear only as a matter of convenience and shall not affect the construction, meaning, or interpretation of the Agreement.

12.2 **Expenses**. Except as otherwise provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each of the parties hereto shall bear the fees and expenses relating to its compliance with the various provisions of this Agreement and the covenants and agreements to be performed hereunder, and each of the parties hereto shall pay all expenses (including, without limitation, legal fees and expenses) incurred by it in connection with this Agreement, the transactions contemplated hereby, the negotiations leading to the same and the preparations made for carrying the same into effect.

12.3 **Benefit, Assignment**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement is not assignable by Seller. All rights of Purchaser hereunder may be assigned by Purchaser in whole or in part, provided that written notice thereof shall be given to Seller.

12.4 **No Third Party Beneficiaries**. The parties do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or understanding established under this Agreement.

12.5 **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of California, excluding its conflict of laws rules.

12.6 **Submission to Jurisdiction**. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of California, in each case located in the city of Los Angeles and county of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12.7 **Specific Performance**. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

12.8 **Entire Agreement**. This Agreement and any certificates, agreements and other documents executed by the parties hereto or either or both of such parties simultaneously herewith or pursuant hereto, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings, written or oral, between the parties with respect to such subject matter.

12.9 **Amendment**. This Agreement cannot be changed or terminated orally. Any modification of this Agreement shall be effective only if made in writing and signed by duly authorized officers of both parties hereto. If the parties agree upon any modification of any term

or condition of this Agreement, all other terms and conditions of this Agreement which are not expressly modified shall remain in full force and effect.

12.10 **No Waiver**. The failure of a party to insist upon strict adherence to any term or condition of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or condition or to any other term of this Agreement.

12.11 **Headings**. The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.

12.12 **Counterparts**. More than one counterpart of this Agreement may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original.

(Signature page follows)

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

PURCHASER:

CITY OF HUNTINGTON PARK

By: _____

City Manager, City of Huntington Park

SELLER:

MAG SWEEPING, INC.

By: _____

Name: _____

Title: _____

ALFREDO PEREZ, an individual

ATTEST:

By: _____

City Clerk, City of Huntington Park

APPROVED AS TO FORM

By: _____

City Attorney, City of Huntington Park

SCHEDULE 1

PURCHASED ASSETS

1. One (1) 2003 Elgin sweeper on a Ford chassis
2. One (1) 2002 Schwartz sweeper on an International chassis
3. One (1) 2008 Ford F-150
4. One (1) 2002 Ford Ranger
5. One (1) 1990 Toyota parking lot sweeper
6. Three (3) pressure washers
7. Two (2) blowers
8. The contract dated July 16, 1990, as amended on November 18, 1991, January 2, 1996, January 3, 2000, June 5, 2000, October 16, 2000, June 19, 2006, September 4, 2007, April 21, 2008, July 1, 2009 and August 16, 2010, whereby Seller agreed to provide certain street sweeping and sidewalk cleaning services to Purchaser.
9. The contract dated October 3, 1994, as amended on February 6, 1995, whereby Seller agreed to provide certain sidewalk cleaning services to Purchaser.
10. Any of the rights of Seller under this Agreement, and any other agreement between Seller on the one hand and Buyer on the other hand entered into on or prior to the Closing Date.
11. All Permits which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, to the extent assignable.
12. All of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets.
13. All insurance benefits, including rights and proceeds, arising from or relating to the Purchased Assets.
14. All goodwill and the going concern value of the Business.

SCHEDULE 2

PURCHASE PRICE ALLOCATION

	<u>Total Consideration</u>
Property, Plant and Equipment	\$64,700.00
Contract with City of Huntington Park	<u>\$925,300.00</u>
Total Purchase Consideration:	<u>\$990,000.00</u>

EXHIBIT A

BILL OF SALE AND ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, MAG Sweeping, Inc., a California corporation (“Seller”), in accordance with the provisions of that certain Asset Purchase Agreement, dated _____ 2014, by and among Seller and the City of Huntington Park (“Purchaser”) (the “Asset Purchase Agreement”), hereby sells, bargains, assigns, transfers and conveys to Purchaser, all Seller’s right, title, and interest in and to the Purchased Assets (as defined in Section 2.1 of the Asset Purchase Agreement).

Seller represents and warrants that Seller is the owner of the Purchased Assets, that Seller has the right to sell, bargain, assign, transfer and convey the Purchased Assets to Purchaser, and that the Purchased Assets are free from all liens, security interests, encumbrances and restrictions. Seller shall, and does, hereby warrant and defend the sale of the Purchased Assets to Purchaser against any and all persons who claim title to the assets described above.

This Bill of Sale shall bind Seller and benefit Purchaser and its successors and assigns.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement.

This Bill of Sale is delivered pursuant to the Asset Purchase Agreement in order to effectuate the transfer of the Assets contemplated thereunder, and is not intended to change the terms of the Asset Purchase Agreement or increase either party’s rights thereunder. In any conflict between the terms of the Asset Purchase Agreement and this Bill of Sale, the terms of the Asset Purchase Agreement shall prevail.

(Signature page follows)

IN WITNESS WHEREOF, each of the undersigned has caused this Bill of Sale and Assignment to be duly executed on its behalf on the date first written above.

Dated effective as of _____ 2014

MAG SWEEPING, INC.

By: _____

Its: _____

Accepted and approved to as of the date first written above:

CITY OF HUNTINGTON PARK

By: _____
City Manager, City of Huntington Park

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Monday, October 20, 2014

COUNCIL COMMUNICATIONS

Council Member Ofelia Hernandez

- Discussion of Annual "Walk for Obesity" Event 9:00 am to 12 Noon on Saturday, November 1, 2014, from City Hall to Raul R. Perez Memorial Park

Discussion Only