

CITY OF HUNTINGTON PARK

City Council Agenda Tuesday, February 18, 2014

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

Mario Gomez
Mayor

Rosa E. Perez
Vice Mayor

Ofelia Hernandez
Council Member



Karina Macias
Council Member

Valentin Palos Amezcuita
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.huntingtonpark.org. 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.

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

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION.

Thank you.

1. INVOCATION

2. FLAG SALUTE:

Girl Scouts Junior Level Troop 16795

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

4. PRESENTATIONS

- 4.1 Presentation to the Girls Scouts Junior Level Troop 16795 for leading the flag salute.**
- 4.2 Presentation of Key to the City to Lic. Josefina Vázquez Mota for being the first woman to hold the position of Secretary of Social Development and Secretary of Public Education in Mexico.**

5. PUBLIC COMMENTS

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

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

- 6.1 Approve minutes of the following City Council meeting:**
- 6.1-1 Regular meeting held Monday, February 3, 2014
- 6.2 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.**

6. CONSENT CALENDAR – (Continued)

FINANCE DEPARTMENT

- 6.3 Approve Accounts Payable and Payroll Warrants dated February 18, 2014.

PUBLIC WORKS DEPARTMENT

- 6.4 Notice of Completion for the Salt Lake Park Trail Improvements Phase 1.1 Project.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Accept the Work as completed.
2. Authorize the City Clerk to file a Notice of Completion with the L.A. County Registrar-Recorder Office and if no claims are filed within 35 days after recordation, and upon the contractor posting an acceptable warranty bond, notice the surety company to exonerate the payment bond.
3. Approve the final Total Project Budget (Attachment A) and authorize the Director of Public Works to release the 10% retention payment in the amount of \$45,078.83 to Financial Pacific Insurance Company 60 days after the date of completion, contingent upon no claims being filed on the project and the contractor posting an acceptable warranty bond.

END OF CONSENT CALENDAR

7. HEARING

- 7.1 **Public hearing to consider the City of Huntington Park's Housing and Community Development Needs.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to receive any comments.
2. Close public hearing and consider all public testimony.
3. Receive and file comments regarding the City's housing and community development needs in preparation of the Fiscal Year 2014-2015 Annual Action Plan.

8. REGULAR AGENDA

FINANCE DEPARTMENT

8.1 Professional Service Agreement with First Southwest to Conduct Review and Analysis (audit) of Participants in the City's Retiree Medical Insurance Program.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the professional service agreement with First Southwest to conduct a review and analysis (membership and participation audit) of the City's Retiree Medical Insurance Program.
2. Authorize the City Manager to execute the contract.

8.2 Authorization to purchase three solar message signs.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the purchase of three solar message signs for an amount not-to-exceed \$42,500.

COMMUNITY DEVELOPMENT DEPARTMENT

8.3 Professional Service Agreement with Karen Warner Associates to prepare the Analysis of Impediments (AI) to Fair Housing Choice (AI) report for the Department of Housing and Urban Development (HUD).

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the professional service agreement with Karen Warner Associates to prepare the Analysis of Impediments to Fair Housing Choice (AI) for the Department of Housing and Urban Development (HUD).
2. Authorize the City Manager to execute the contract.

8. REGULAR AGENDA – (Continued)

8.4 Resolution authorizing the submission of an application for the Sustainable Communities Planning Grant and Incentives Program for a Downtown Huntington Park Specific Plan update.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-4 approving the application for grant funds for the Sustainable Communities Planning Grant and Incentives Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84).

PUBLIC WORKS DEPARTMENT

8.5 Authorize the award of the construction of the City-Wide Light Emitting Diode (LED) Street Light Retrofit and Upgrade Project.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Find the bids from Sierra Pacific Electrical Contracting, Inc., for \$430,350.00; Lighting Technology Services, Inc., for \$718,917.00; and PTM General Engineering Service, Inc., for \$759,200.00 nonresponsive as these bidders did not submit all the documentation required by the bid solicitation.
2. Award and authorize the City Manager to execute a construction contract with Flatiron Electric Group, Inc. in the amount of \$583,600.00.
3. Authorize the City Manager to approve and execute a professional services agreement with AIM Consulting Services for construction management and inspection services for this project, for a not-to-exceed fee of \$29,925.
4. Authorize the City Manager to execute a Purchase Order with Winterland, Inc. for the purchase of Tivoli style LED light strands for the downtown area on Pacific Boulevard for a not-to-exceed amount of \$30,460.93.
5. Approve the updated Total Project Budget as presented in Attachment A.

9. CITY MANAGER'S AGENDA

10. CITY ATTORNEY'S AGENDA

11. WRITTEN COMMUNICATIONS

12. COUNCIL COMMUNICATIONS

12.1 Mayor Mario Gomez

12.1-1 Discussion and/or action regarding use of the City logo/seal by California Hispanic Commission on Alcohol and Drug Abuse, Inc. for literature regarding free training on Responsible Beverage Sales/Service (RBS) relating to Alcohol Beverage Sales Control (ABC) License.

12.2 Vice Mayor Rosa E. Perez

12.3 Council Member Ofelia Hernandez

12.3-1 Discussion and/or action regarding annual housing inspections for code enforcement issues throughout the City.

12.3-2 Discussion and/or action regarding use of Arts in Public Places funds for the purchase and installation of banners to honor veterans in the City of Huntington Park.

12.4 Council Member Valentin Palos Amezquita

12.5 Council Member Karina Macias

13. CLOSED SESSION

- 13.1 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: City of Huntington Park v. Watanabe et al., Case No. 34-2013-80001678.

- 13.2 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Water Replenishment District of Southern California vs. City of Huntington Park, Case No. BC512581

- 13.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (3)

- 13.4 Pursuant to Government Code Section 54957:
PUBLIC EMPLOYMENT

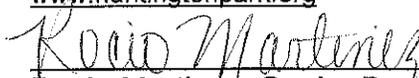
Title: City Attorney

14. ADJOURNMENT

- 14.1 In memory of Adan A. Aragon, father of Edwin Aragon, Senior Accountant for the City of Huntington Park.

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, MARCH 3, 2014 at 6:00 p.m.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on February 13, 2014 on the bulletin board outside City Hall and available at www.huntingtonpark.org



Rocio Martinez, Senior Deputy City Clerk

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, February 3, 2014.

Following the Invocation, the Pledge of Allegiance to the Flag was led by Girls Scouts Cadet Level Troop 16795. The meeting was called to order in the Council Chambers at 6:07 p.m. by Mayor Gomez. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Mayor Gomez and City Council presented a Certificate of Appreciation to Girls Scouts Cadet Level Troop 16795 for leading the flag salute at the City Council meeting April 15, 2013.

Michael McCormick, Mayor of the City of Vernon, briefed City Council regarding their partnership with the City of Huntington Park in funding the construction of the Salt Lake Park Artificial Turf Soccer Fields Project. Mayor Gomez thanked Mayor McCormick and the City of Vernon for their contribution and partnership.

A representative from the California Hispanic Commission on Alcohol and Drug Abuse, Inc., briefed City Council regarding upcoming free training in Responsible Beverage Sales/Service (RBS) relating to Alcohol Beverage Sales Control (ABC) License; and asked City Council to consider adopting an ordinance making RBS training mandatory and requested authorization to use of the City logo for literature advertising said training.

Mayor Gomez opened oral communications, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

Talia Leon, Field Deputy for Congresswoman Lucille Roybal-Allard, informed City Council that their office has moved to the Citadel Outlets in Commerce and informed City Council of upcoming events including an art competition scheduled for February 28, 2014 and stated that the winner will receive \$1,000 and trip to Washington D.C.

Nick Ioannidis addressed City Council regarding National Immigrants Day and informed City Council regarding proclamations he has received from cities throughout the county. Mr. Ioannidis also addressed concerns regarding an economic injury.

Rodolfo Cruz addressed various concerns to City Council regarding the changes that have taken place in the City. Mr. Cruz addressed concerns regarding crime in the City, water fees, and lack of a permanent City Attorney.

Mayor Gomez called for any other oral communications, and hearing none, declared oral communications closed.

Motion by Perez, seconded by Hernandez, to approve the Consent Calendar, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

6.1 Approve minutes of the following City Council meeting:

- 6.1-1 Special meeting held Monday, January 13, 2014
- 6.1-2 Special meeting held Tuesday, January 21, 2014
- 6.1-3 Regular meeting held Tuesday, January 21, 2014

6.2 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.

6. CONSENT CALENDAR – (Continued)

FINANCE DEPARTMENT

- 6.3 Approve Accounts Payable and Payroll Warrants dated February 3, 2014.

END OF CONSENT CALENDAR

7. REGULAR AGENDA

FINANCE DEPARTMENT

- 7.1 **Parklet Pilot Program to service as Traffic Calming Mitigation Measure, and Economic Development Activity and Creation of Public Spaces.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve of Parklet Pilot Program to service as Traffic Calming Mitigation Measure, and Economic Development Activity and Creation of Public Spaces; and authorize the use of Measure R and Community Development Block Grant (CDBG) funds for the purchase and installation of the parklets.

Julio Morales, Director of Finance, displayed a PowerPoint presentation regarding the proposed Parklet Pilot Program.

Motion by Perez, seconded by Hernandez, to approve the Parklet Pilot Program to service as Traffic Calming Mitigation Measure, and Economic Development Activity and Creation of Public Spaces; and authorize the use of Measure R and Community Development Block Grant (CDBG) funds for the purchase and installation of the parklets, carried as follows: Ayes: Council Member Amezcua, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

- 7.2 **Update regarding a lockbox for water meters.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file a status update on a lockbox on water meters.

Following an update regarding the lockbox for water meters by Director of Finance Morales and there being no objection, Mayor Gomez so ordered this item received and filed.

- 7.3 **Temporary Parking Pilot Program in the Downtown Area.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize implementation of a Temporary Parking Pilot Program in the Downtown Area.

7. REGULAR AGENDA – (Continued)

Following an update regarding the lockbox for water meters by Director of Finance Morales, motion by Hernandez, seconded by Macias, to authorize implementation of a Temporary Parking Pilot Program in the Downtown Area, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

PARKS AND RECREATION DEPARTMENT

7.4 City of Huntington Park 2014 4th of July Celebration.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discussion and/or action regarding the production of the 2014 4th of July Celebration.
2. Authorize the Director of Parks and Recreation to prepare a Request for Proposals (RFP) to produce a fireworks show.

Following a brief discussion by City Council and staff, Mayor Gomez authorized staff to prepare a Request for Proposals to produce the 2014 4th of July event with similar activities as last year's event.

Arturo Snider, representing Primestor Development Inc., displayed a PowerPoint presentation regarding the rebranding of the City of Huntington Park and proposed new City Logo.

PUBLIC WORKS DEPARTMENT

7.6 Amendment to the Professional Services Contract with Primestor Development Inc. for the preparation of a Revitalization Strategy for Downtown Huntington Park.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an amendment to the Professional Services Contract with Primestor Development, Inc. for additional services for the Revitalization Strategy for Downtown Huntington Park in the amount not-to-exceed \$203,747.
2. Authorize the City Manager to execute the contract amendment.

Motion by Perez, seconded by Amezcuita, to approve an amendment to the Professional Services Contract with Primestor Development, Inc. for additional services for the Revitalization Strategy for Downtown Huntington Park in the amount not-to-exceed \$203,747; and authorize the City Manager to execute the contract amendment, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8. CITY MANAGER'S AGENDA

8.3 Discussion and/or action regarding a proposed City Logo and Downtown Logo.

8. CITY MANAGER'S AGENDA – (Continued)

Motion by Perez, seconded by Hernandez, to **approve the “rising sun” graphic as the new City of Huntington Park Logo and authorized staff to report back to City Council regarding the proposed street signs for the Downtown Area**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

7. REGULAR AGENDA – (Continued)

PUBLIC WORKS DEPARTMENT

7.5 Resolution to empower the City of Huntington Park to act as a regional lead in pursuing CalRecycle Used Oil Grant Funds.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-3 approving submittal of regional grant application(s) for all CalRecycle grants for which the City of Huntington Park is eligible.
2. Authorize the City Manager, or his designee, to execute on behalf of the City of Huntington Park all grant-related documents.
3. Adopt an Environmentally Preferred Purchasing Plan (EPPP) policy in accordance with CalRecycle grant guidelines.

Christina Dixon, Staff Analyst, displayed a PowerPoint presentation regarding CalRecycle Used Oil grant and annual events held in the City related to these grants.

Motion by Perez, seconded by Hernandez, to adopt Resolution No. 2014-3 approving submittal of regional grant application(s) for all CalRecycle grants for which the City of Huntington Park is eligible; authorize the City Manager, or his designee, to execute on behalf of the City of Huntington Park all grant-related documents; and adopt an Environmentally Preferred Purchasing Plan (EPPP) policy in accordance with CalRecycle grant guidelines, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

Michael Kodama, representing Eco-Rapid Transit, displayed a PowerPoint presentation regarding the Eco-Rapid Transit Project and the proposed Transit Station Plan.

8. CITY MANAGER'S AGENDA

8.1 Update regarding the Eco Rapid Transit Project.

8.2 Discussion and/or action regarding Transit Station Planning.

Motion by Perez, seconded by Hernandez, to **approve City funding in the amount of \$55,000 towards the proposed Eco-Rapid Transit Station Project**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

7. **REGULAR AGENDA** – (Continued)

PUBLIC WORKS DEPARTMENT

7.8 Memorandum of Understanding with Eco-Rapid Transit for the development of a transit oriented development parking plan for the proposed Pacific Boulevard Rail Station.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Memorandum of Understanding (MOU) with ECO-Rapid Transit for the development of a parking plan for an amount not-to-exceed \$50,000.
2. Authorize the City Manager to execute all documents related to this MOU and coordinate the completion of this project with ECO-Rapid Transit.

Motion by Perez, seconded by Amezcuita, to approve the Memorandum of Understanding (MOU) with ECO-Rapid Transit for the development of a parking plan for an amount not-to-exceed \$50,000; and authorize the City Manager to execute all documents related to this MOU and coordinate the completion of this project with ECO-Rapid Transit, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

7.7 Adopt, advertise, and authorize the award of the construction of the Salt Lake Park Artificial Turf Soccer Fields Project.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the project and adopt the plans and specifications for the construction of the Salt Lake Park Artificial Turf Soccer Fields Project at an estimated construction cost between \$392,000 and \$480,000.
2. Authorize staff to advertise notices inviting sealed bids for the project.
3. Authorize the City Manager to award and execute a contract with the responsible contractor that submits the lowest responsive bid within the estimated range of cost; approve the Faithful Performance Labor and Materials bonds and insurance submitted by the contractor.
4. Approve the Total Project Budget as presented in Attachment A.

Director of Public Works/City Engineer Enriquez displayed a PowerPoint presentation regarding the Salt Lake Park Artificial Turf Soccer Fields Project.

Motion by Perez, seconded by Amezcuita, to approve the project and adopt the plans and specifications for the construction of the Salt Lake Park Artificial Turf Soccer Fields Project at an estimated construction cost between \$392,000 and \$480,000; authorize staff to advertise notices inviting sealed bids for the project; authorize the City Manager to award and execute a contract with the responsible contractor that submits the lowest responsive bid within the estimated range of cost; approve the Faithful Performance Labor and Materials bonds and insurance submitted by the contractor; and approve the Total Project Budget as presented in Attachment A, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8. CITY MANAGER'S AGENDA – (Continued)

8.4 Renew Consultant Agreement between the City of Huntington Park and Michael Chee for strategic communication services.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the amendment to renew the Consultant Agreement with Michael Chee for strategic communication services.
2. Authorize the City Manager to execute the Consultant Agreement documents.

Motion by Hernandez, seconded by Perez, to approve the amendment to renew the Consultant Agreement with Michael Chee for strategic communication services and authorize the City Manager to execute the Consultant Agreement documents, carried as follows: Ayes: Council Member Amezcua, Vice Mayor Perez, Council Member Hernandez, and Mayor Gomez; Noes: None; Abstain: Council Member Macias; Absent: None.

8.5 City of Huntington Park 2013 Accomplishments.

City Manager Bobadilla displayed a PowerPoint presentation of the City's 2013 Accomplishments.

9. CITY ATTORNEY'S AGENDA

10. WRITTEN COMMUNICATIONS

11. COUNCIL COMMUNICATIONS

11.1 Mayor Mario Gomez

11.1-1 Discussion and/or action regarding Nimitz Middle School issues.

Raquel Toscano and Amparo Mendosa addressed City Council to request assistance from the City to mitigate traffic and law enforcement issues at Nimitz Middle School. There being no objection, Mayor Gomez directed Chief of Police Cisneros to contact nearby jurisdictions within the boundaries of Nimitz Middle School, including Los Angeles Unified School District police regarding a patrol program and directed staff to conduct a traffic study on Carmelita Street.

11.2 Vice Mayor Rosa E. Perez

11.2-1 Discussion and/or action regarding code enforcement issues throughout the City. Following a discussion, City Council directed City Manager Bobadilla and Chief of Police Cisneros to collaborate in enforcing compliance with the Huntington Park Municipal Code in regards to signage, outdoor display, and other code enforcement issues.

11. COUNCIL COMMUNICATIONS -- (Continued)

11.3 Council Member Ofelia Hernandez

11.4 Council Member Valentin Palos Amezcuita

11.5 Council Member Karina Macias

Interim City Attorney Litfin requested the City Council resolve into a closed session for the following:

12. CLOSED SESSION

12.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1)

12.2 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: City of Huntington Park v. Watanabe et al., Case No. 34-2013-80001678.

12.3 Pursuant to Government Code Section 54957: PUBLIC EMPLOYMENT

Title: City Attorney

12.4 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Water Replenishment District of Southern California vs. City of Huntington Park, Case No. BC512581

12.5 CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION, Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1)

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 9:26 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 9:51 p.m. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Interim City Attorney Litfin reported out the following on closed session: 1) Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Name of Case: City of Huntington Park v. Watanabe et al., Case No. 34-2013-80001678, City Council unanimously authorized the City Manager to sign an agreement with lobbyist Tony Rice and Associates on this case; and 2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1), City Council unanimously approved to settle subrogation matter for Miguel Andres Navarro Madrid for \$2,465.17.

Mayor Gomez declared the meeting adjourned at 9:52 p.m., in memory of the following:

13. ADJOURNMENT

- 13.1 In memory of Felicita Bobadilla, aunt of René Bobadilla, City Manager for the City of Huntington Park.

Mario Gomez, Mayor

Rocio Martinez, Sr. Deputy City Clerk

CITY OF HUNTINGTON PARK

Date: 2/13/2014

Demand Register

2/18/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AAA ELECTRICAL SUPPLY INC	104528-00	535-8016-431.61-45	STREET LIGHT LAMPS	251.14	N
				251.14	
ADAMSON POLICE PRODUCTS	INV127198	741-8060-431.43-20	POWER TAMER/ HALOGEN BULB	481.63	N
				481.63	
ADLERHORST INTERNATIONAL, INC.	18570	229-7010-421.74-10	K-9 ONSITE ANNUAL TRAIN	1,600.00	N
				1,600.00	
ADMINISTRATIVE SERVICES COOP, INC.	315771	219-0250-431.56-45	DEC 13 ADMIN FEES	72,353.99	N
				72,353.99	
ADVANCED INC	14668	111-7010-421.56-41	FEB 14 JANITORIALS SRVCS	160.00	N
	14663	111-6022-451.56-41	FEB 14 JANITORIAL SERVICE	5,776.16	N
	14663	111-7020-421.56-41	FEB 14 JANITORIAL SERVICE	3,675.44	N
	14663	111-8022-419.56-41	FEB 14 JANITORIAL SERVICE	2,107.97	N
	14663	111-8020-431.56-41	FEB 14 JANITORIAL SERVICE	341.68	N
				12,061.25	
AFSCME COUNCIL 36	PPE 2/2/2014	802-0000-217.60-10	AFSCME DUES	729.00	Y
				729.00	
ALL CITY MANAGEMENT SERVICES	33949	111-7022-421.56-41	CROSSING GUARD SERVICES	2,725.69	N
				2,725.69	
ALLIANCE IMAGING	14010062	745-9031-413.32-70	MEDIA CONVERSIONS	118.54	N
				118.54	

6.3

CITY OF HUNTINGTON PARK

Date: 2/13/2014

Demand Register

2/18/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ALVAKA NETWORKS	151667SA	111-7010-421.56-41	ONSITE NETWORK SERVICES	720.00	N
	151581SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	1,168.75	N
	151665SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	687.50	N
	151668SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	907.50	N
	151797NP	111-9010-419.56-64	ONSITE NETWORK ENGINEER	426.25	N
	151678SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	1,457.50	N
	151702	111-9010-419.56-64	MAR 14 NETWORK MANAGEMENT	1,220.00	N
	151724	111-9010-419.56-64	MAR 14 NETWORK MONITORING	2,068.00	N
				8,655.50	
AMERI PRIDE UNIFORM SERVICES INC	1400709465	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	119.46	N
	1400709465	741-8060-431.61-20	LAUNDRY/RENTAL SERVICES	23.00	N
	1400752090	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	108.87	N
	1400752090	741-8060-431.61-20	LAUNDRY/RENTAL SERVICES	23.00	N
	1400757390	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	100.74	N
	1400757390	741-8060-431.61-20	LAUNDRY/RENTAL SERVICE	23.00	N
				398.07	
AMERICAN FAMILY LIFE ASSURANCE	PPE 2/2/2014	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				106.58	
AMERICAN PAPER PLASTIC SERVICES INC	914345	535-6090-452.61-20	TOILET TISSUE/ GLOVES	714.77	N
				714.77	
APPLIANCE PARTS SPECIALIST	573	111-7020-421.43-10	WASHING MACHINE REPAIRS	642.00	N
	577	111-7020-421.43-10	WASHING MACHINE REPAIRS	135.00	N
	575	111-6022-451.43-10	ICE MACHINE REPAIRS	175.00	N
				952.00	

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ARROWHEAD MOUNTAIN SPRING WATER CO.	14A0001984541	741-8060-431.43-20	1/12/14 WATER DELIVERY	20.46	N
				20.46	
ASSOCIATED OF LOS ANGELES, INC.	S1067246.001	221-8014-429.61-20	CEMENT VAULT COVER	1,806.68	N
				1,806.68	
AT&T	5014213	111-7010-421.53-10	Acct #323-587-1150-862	17.44	N
	5014216	111-7010-421.53-10	Acct #323-587-5211-498	292.93	N
	5071946	111-7010-421.53-10	Acct #323-584-6334-096	118.00	N
	5074326	111-7010-421.53-10	Acct #323-585-3157-761	15.90	N
	5070215	111-7010-421.53-10	Acct #323-584-1137-608	17.48	N
	5079460	111-7010-421.53-10	Acct #323-589-3522-063	81.25	N
	5079453	111-7010-421.53-10	Acct #323-582-1602-448	14.85	N
	5079457	111-7010-421.53-10	Acct #323-582-6382-610	20.32	N
	5063547	111-7010-421.53-10	Acct #336-256-2901-905	178.97	N
	5050608	111-7010-421.53-10	Acct #323-585-5117-826	41.06	N
	5063626	111-7010-421.53-10	Acct #339-341-3517-026	89.47	N
	5050607	111-7010-421.53-10	Acct #323-585-0194-385	14.83	N
	5066071	111-7010-421.53-10	Acct #323-722-8457-708	51.20	N
	5079452	111-7010-421.53-10	Acct #323-582-1531-500	450.45	N
	5064603	111-9010-419.53-10	Acct #337-841-4290-978	541.10	N
	5063480	111-9010-419.53-10	Acct #323-581-2942-365	18.93	N
	5063545	111-9010-419.53-10	Acct #335-451-0062-974	66.66	N
	5065751	111-9010-419.53-10	Acct #323-584-0785-316	15.82	N
	5066132	111-9010-419.53-10	Acct #323-584-6726-219	15.82	N
	5063482	111-9010-419.53-10	Acct #323-581-8443-140	15.82	N
	5070214	111-9010-419.53-10	Acct #323-582-6161-974	329.87	N
	5074359	111-9010-419.53-10	Acct #323-588-1037-450	77.84	N

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AT&T	5073553	111-9010-419.53-10	Acct #323-583-5923-833	16.21	N
	5070223	111-9010-419.53-10	Acct #323-584-6943-742	15.88	N
	5074360	111-9010-419.53-10	Acct #323-588-1129-484	17.84	N
	5073872	111-9010-419.53-10	Acct #323-583-9543-938	15.90	N
	5074304	111-9010-419.53-10	Acct #323-589-1792-909	17.97	N
	5079459	111-9010-419.53-10	Acct #323-582-8836-978	14.85	N
	5019218	111-9010-419.53-10	Acct #323-588-4577-827	15.72	N
	5019216	111-9010-419.53-10	Acct #323-588-2657-606	15.00	N
	5014212	111-9010-419.53-10	Acct #323-584-8719-427	30.88	N
	5063518	111-9010-419.53-10	Acct #331-841-0777-811	32.06	N
	5063606	111-9010-419.53-10	Acct #337-841-4291-984	32.06	N
	5063517	111-9010-419.53-10	Acct #331-841-0775-853	32.06	N
	5070220	111-9010-419.53-10	Acct #323-584-6230-974	45.70	N
	5070217	111-9010-419.53-10	Acct #323-584-6207-974	417.27	N
	5070216	111-9010-419.53-10	Acct #323-584-6201-974	277.61	N
	5070219	111-9010-419.53-10	Acct #323-584-6210-974	210.25	N
	5070218	111-9010-419.53-10	Acct #323-584-6209-974	208.78	N
	5071780	111-9010-419.53-10	Acct #323-584-6274-974	277.06	N
	5066025	111-9010-419.53-10	Acct #323-581-4657-532	16.13	N
	5064068	111-9010-419.53-10	Acct #323-588-1507-373	60.59	N
				4,255.83	
ATKINSON, ANDELSON, LOYA, RUUD &	444619	111-0220-411.32-10	DEC 13 GEN LABOR LEGAL	1,030.40	N
				1,030.40	
B&L MASTERCARE	39942	111-8022-419.43-10	URINAL SCREEN	36.62	N
				36.62	

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BACKGROUNDS UNLIMITED	2526	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	888.20	N
	2533	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	889.80	N
	2534	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	833.00	N
	2535	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	867.40	N
	2536	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	881.80	N
				4,360.20	
BG PRINTING	24864	111-5010-419.61-20	BUILDING CASH RECEIPTS BK	174.40	N
	24850	111-5010-419.61-20	BUSINESS CARDS	87.20	N
	24922	111-0110-411.61-20	BUSINESS CARDS	82.31	N
				343.91	
CABINET MAKERS LOCAL UNION 721	45041	111-0000-228.20-00	REFUND- FACILITY DEPOSIT	500.00	N
				500.00	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 12/22/2013	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	38,272.63	N
	PPE 12/22/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	21,785.94	N
	PPE 12/22/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	70,405.35	N
	PPE 12/08/2013	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	38,589.88	N
	PPE 12/08/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	22,607.21	N
	PPE 12/08/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	69,198.88	N
	100000014201880	216-0230-413.23-00	1959 SURVIVOR BENEFIT	5,023.20	N
	100000014201893	216-0230-413.23-00	1959 SURVIVOR BNFT-MISC	110.40	N
	100000014205376	216-0230-413.24-00	1959 SURVIVOR BNFT-SAFETY	3,532.80	N
				269,526.29	
CALIFORNIA CONSULTING	JANUARY 2014	111-0210-413.56-41	CONSULTING SERVICES	4,000.00	N
				4,000.00	

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CARLA ENRIQUETA TORRES GARCIA	1/10-1/31/2014	111-6060-466.33-20	CREATIVE LITTLE HANDS	89.60	N
	1/7-1/30/2014	111-6060-466.33-20	PEE WEE SPORTS	112.00	N
				201.60	
CARSON SUPPLY CO. INC.	L41126	221-8014-429.61-20	TRAFFIC SIGNAL WIRE	1,798.50	N
	L41154	535-6090-452.61-20	IRRIGATION SUPPLIES	1,648.34	N
				3,446.84	
CDW GOVERNMENT, INC.	DQ83232	111-7010-421.61-20	COMPUTER SUPPLIES	389.52	N
	DZ19506	111-7010-421.61-20	COMPUTER SUPPLIES	304.46	N
	GM36022	111-7010-421.61-20	COMPUTER MONITORS	271.63	N
	GS73683	111-7040-421.61-32	COMPUTER	888.12	N
				1,853.73	
CENTRAL FORD	225443	741-8060-431.43-20	ASSORTED PARTS	124.91	N
	225789	741-8060-431.43-20	FILTER/ GASKET	118.79	N
	225966	741-8060-431.43-20	PIPE	280.72	N
				524.42	
CENTURY-NATIONAL INSURANCE COMPANY	CA335029	745-9031-413.52-30	CLAIM SETTLEMENT	2,465.17	N
				2,465.17	
CHARTER COMMUNICATIONS	1/31-2/28/2014	121-7040-421.56-14	Acct # 824510070389644	49.35	N
				49.35	
CITY OF HUNTINGTON PARK - DENTAL	PPE 2/2/2014	746-0000-217.50-20	CITY OF HP -DENTAL	1,639.00	N
				1,639.00	

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CITY OF HUNTINGTON PARK - STANDARD	PPE 2/2/2014	802-0000-217.50-70	ADDITIONAL LIFE INSURANCE	1,030.82	N
				1,030.82	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 2/2/2014	802-0000-217.30-30	SECTION 125	487.83	Y
				487.83	
CITY OF HUNTINGTON PARK GEA	PPE 2/2/2014	802-0000-217.60-10	PRE-PAID LEGAL/ GEA DUES	144.65	Y
				144.65	
CITY OF HUNTINGTON PARK- HEALTH	PPE 2/2/2014	746-0000-217.50-10	CITY OF HP- HEALTH	555.64	N
				555.64	
CLINICAL LAB OF SAN BERNARDINO, INC	931946	681-8030-461.56-41	OCT 13 WATER SAMPLE TEST	633.50	N
				633.50	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 2/2/2014	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	2,099.49	Y
				2,099.49	
COMSERCO, INC.	67904	741-8060-431.43-20	FEB 14 RADIO MAINTENANCE	1,002.00	N
	67914	741-8060-431.43-20	FEB 14 RADIO MAINTENANCE	140.00	N
				1,142.00	
COPPER THEFT SOLUTION	3/28/2014	111-7010-421.59-10	REGISTRATION- C. GARCIA	125.00	N
				125.00	
COUNTY OF L.A. DEPT OF PUBLIC WORKS	PW14011305356	221-8014-429.56-41	DEC 13 TS MAINT DDG	265.54	N
	PW13121604624	221-8014-429.56-41	NOV 13 TS MAINT DDG	400.99	N

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				666.53	
DATA TICKET INC.	51520	239-7055-424.56-41	DEC 13 CODE ENFORCEMENT	341.00	N
	51527	111-7065-441.56-41	DEC 13 ANIMAL CONTROL	168.00	N
				509.00	
DE LAGE LANDEN	40122859	111-0210-413.43-05	COPIER LEASE PAYMENT	67.26	N
	40122859	111-0230-413.43-05	COPIER LEASE PAYMENT	67.26	N
				134.52	
DESI ALVAREZ	JANUARY 2014	681-8030-461.56-41	COUNSULTING SERVICES	1,543.00	N
	JANUARY 2014	283-8040-432.56-41	COUNSULTING SERVICES	6,577.00	N
				8,120.00	
DF POLYGRAPH	2014-1	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	1,050.00	N
				1,050.00	
DFM ASSOCIATES	2014	111-1010-411.31-10	'14 CA ELECTION CODE BOOK	53.75	N
				53.75	
DISH NETWORK	2/9-3/8/2014	111-7010-421.61-20	Acct # 8255707080881936	57.00	N
				57.00	
DORA SOLANO INSURANCE SVC, INC	13224	111-0000-228.70-00	OVERPAYMENT REFUND	20.11	N
				20.11	
ENTERPRISE FM TRUST	FBN2505031	229-7010-421.74-10	MONTHLY LEASE CHARGES	785.35	N
				785.35	

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ESTELA RAMIREZ	1/7-1/30/2014	111-6060-466.33-20	PILATES & AEROBICS	202.40	N
	1/6-2/3/2014	111-6060-466.33-20	MORNING AEROBICS	239.20	N
	1/7-1/30/2014	111-6060-466.33-20	ZUMBA	55.20	N
				496.80	
F&A FEDERAL CREDIT UNION	PPE 2/2/2014	802-0000-217.60-40	F & A CREDIT UNION	21,050.68	N
				21,050.68	
FACTORY MOTOR PARTS CO.	25-773647	741-8060-431.43-20	IGNITION COIL/ WIRE	271.21	N
				271.21	
FAIR HOUSING FOUNDATION	DECEMBER 2013	239-5210-463.57-87	HOUSING RIGHTS COUNSELING	714.13	N
				714.13	
FERNANDO G ELIAS	21287-610	681-0000-228.70-00	WATER CR BALANCE REFUND	21.03	N
				21.03	
FIRST CHOICE SERVICES	436980	111-9010-419.61-20	COFFEE SUPPLIES	148.72	N
				148.72	
GATEWAY CITIES COUNCIL OF	2012-2013	283-8040-432.56-41	COST SHARING TMDL CMP	1,905.09	N
	2013-2014	220-8010-431.56-68	I-710 CORRIDOR STUDIES	25,000.00	N
				26,905.09	
GERARDO A. MARTINEZ	JANUARY 2014	111-0110-411.56-41	INTERPRETING SERVICES	675.00	N
				675.00	

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GLOBALSTAR USA	10000005331792	111-7010-421.61-20	Acct # 1.50018653	41.99	N
				41.99	
GOLDEN WEST COLLEGE	2/25-3/8/2014	111-7010-421.59-20	REGISTRATION - A. ESCOBAR	252.00	N
	2/25-3/8/2014	111-7010-421.59-20	REGISTRATION -J.GUTIERREZ	252.00	N
				504.00	
GOODYEAR TIRE & RUBBER COMPANY	902268677	741-8060-431.43-20	P235/55RS POLICE TIRES	1,192.19	N
				1,192.19	
HARD COPY	X3138.01-.05A	745-9031-413.32-70	LEGAL PHOTOCOPY SERVICES	464.16	N
				464.16	
HOME DEPOT	5260262	111-6022-451.43-10	CLNOUT PLUG	18.63	Y
	3260331	111-8010-431.61-20	CHAIN PAIL-CHAIN FOOT	370.61	Y
	7233770	535-8016-431.61-45	CREDIT MEMO	-14.10	Y
	7260483	111-8010-431.61-20	TELESCOPING	41.22	Y
	7260498	535-6090-452.61-20	ZINC COUPLING	19.52	Y
	7260506	535-6090-452.61-20	LC NEOP LRG/XL	32.55	Y
	260684	111-8020-431.43-10	1/2 x 2 UNCLVPN	1.71	Y
	7260774	535-8016-431.61-45	PVC40 PIPES	271.02	Y
	8260936	111-6022-451.43-10	40LB SALT	63.70	Y
	6261030	111-8010-431.61-20	4PK 18IN CORD	9.78	Y
	5261073	111-6022-451.43-10	12V BATTERY	38.00	Y
	1261198	535-6090-452.61-20	OUTDOOR CLIP	10.88	Y
	4261398	111-8020-431.43-10	FITTING/QWICK CAP	10.53	Y
	4261410	111-8020-431.43-10	GUN #67D	15.01	Y
	3243083	741-8060-431.43-20	CREDIT MEMO	-11.95	Y

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HOME DEPOT	3243083	741-8060-431.43-20	PIPE BUSHING	33.59	Y
	3261447	741-8060-431.43-20	TIE DOWNS 1/4 GAL	41.38	Y
	3261464	741-8060-431.43-20	1/2 RNRD3' PLT	7.39	Y
	3261464	111-8020-431.43-10	MAIL TAPE DISPENSER	43.49	Y
	261559	111-8020-431.43-10	SPRAY GUN	42.34	Y
	1050343	111-7022-421.61-29	EXTENSION CORDS	69.70	Y
	1050343	111-9010-419.61-20	MAYOR'S AWARD GIFT CARDS	450.00	Y
	3087753	239-7055-424.61-23	DOUBLE LOCK CABLE TIES	7.05	Y
	3087753	239-7055-424.61-23	CARPENTER PENCILS	0.21	Y
	3087753	121-7040-421.56-14	CARPENTER PENCILS	0.21	Y
	9260722	535-6090-452.61-20	ROLLER/ PAINT	642.12	Y
	7260972	111-6010-451.61-20	FIRE EXTINGUISHERS	103.32	Y
	7260974	111-6020-451.61-35	SPRAY PAINT	44.62	Y
	4251060	111-6010-451.43-25	STAKES/ WOOD POLE	280.77	Y
	8261328	535-6090-452.61-20	ROPE ROLLS/ STAKES	150.39	Y
	3261455	239-6060-466.61-20	EQUIPMENT LABELING	12.54	Y
	5264894	535-6090-452.61-20	XL GLOVES	11.49	Y
	1250884	111-6022-451.43-10	10 x 100 6MIL	78.19	Y
	1250884	111-8010-431.61-20	2X4 -12 GDF	57.90	Y
					2,953.81
HOTEL PACIFIC	3375037	111-7010-421.59-10	LODGING- J.CISNEROS	879.50	N
				879.50	
HOVIG GARABEDIAN	2/1/2014	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	88.00	N
				88.00	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 2/2/2014	802-0000-217.60-10	POLICE MANAGEMENT DUES	140.00	Y

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				140.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 2/2/2014	802-0000-217.60-10	POLICE OFFICERS ASSN DUES	4,372.07	Y
				4,372.07	
HUNTINGTON PARK RUBBER STAMP CO.	0250760-IN	111-3010-415.61-20	CUSTOM ENGRAVED SIGNS	48.83	N
				48.83	
HYDRO TEK SYSTEMS INC.	0172534-IN	741-8060-431.43-20	PRESSURE SWIVEL HOSE	141.94	N
				141.94	
INT'L ASSN. OF CHIEFS OF POLICE	1001094785	111-7010-421.61-20	AGENCY MEMBER RENEWAL	50.00	N
				50.00	
INTERNATIONAL CODE COUNCIL, INC.	INV363288	111-5010-419.61-20	'12 ISPSC CODE/COMMENTARY	142.72	N
				142.72	
J & J SMOG CHECK	5681	741-8060-431.43-20	EMISSION TESTING	33.00	N
	5680	741-8060-431.43-20	EMISSION TESTING	33.00	N
	5710	741-8060-431.43-20	EMISSION TESTING	33.00	N
				99.00	
JANELLY ORTIZ	44380	111-0000-347.20-00	REFUND-YOUTH BASKETBALL	40.00	N
				40.00	
JANO BEDERIAN	2/4/2014	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	88.00	N
				88.00	

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JEFF WIGHTMAN	1/25-1/30/2014	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	264.00	N
				264.00	
JERRY'S AUTO BODY, INC.	28358	741-8060-431.43-20	STEP BUMPER REPLACEMENT	701.13	N
	37732	741-8060-431.43-20	TORQUE CONVERTER	381.50	N
				1,082.63	
JESUS E. VERDIELL	2/26-3/2/2014	111-7010-421.59-10	PER DIEM	125.00	N
	1/25-1/26/2014	111-7010-421.59-10	REFISTRATION REIMBURSE	185.00	N
				310.00	
JESUS- ANDREA USA ROBLES	20359-10118	681-0000-228.70-00	WATER DEPOSIT REFUND	200.00	N
				200.00	
JOEL GORDILLO	FEBRUARY 2014	223-9010-419.56-41	FILMINING & BROADCASTING	1,650.00	N
				1,650.00	
JOSE M LOPEZ	2/7/2014	111-8022-419.43-10	PURCHASE REIMBURSEMENT	178.96	N
				178.96	
JOSEPH KEARNEY	1/23/2014	111-7010-421.59-10	YOUTH BASKETBALL REFEREE	88.00	N
				88.00	
KAREN K. TRUONG	1/7/2014	111-7040-421.61-33	TRAINING REIMBURSEMENT	49.45	N
				49.45	
KARINA MACIAS	1/22-1/24/2014	111-0110-411.58-19	PURCHASE REIMBURSEMENT	39.31	N
				39.31	

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KONICA MINOLTA PREMIER FINANCE	245781463	111-7040-421.44-10	COPIER LEASE PAYMENT	1,363.45	N
				1,363.45	
KURT J. CAMP	HP00047	111-7030-421.56-41	LAFIS DATABASE SERVICES	300.00	N
	HP00048	111-7030-421.56-41	LAFIS DATABASE SERVICES	272.50	N
	HP00049	111-7030-421.56-41	LAFIS DATABASE SERVICES	200.00	N
	HP00050	111-7030-421.56-41	LAFIS DATABASE SERVICES	450.00	N
				1,222.50	
LATIN POWER LIGHTING & SOUND	1210131	111-6020-451.61-35	SOUND AND STAGE EQUIPMENT	4,000.00	N
				4,000.00	
LAW OFFICES OF CARPENTER & ROTHANS	23629	745-9031-413.32-70	LEGAL SERVICES	507.50	N
				507.50	
LAW OFFICES OF JONES & MAYER	66217	111-0220-411.32-20	DEC 13 LEGAL SERVICES	60.50	N
				60.50	
LB JOHNSON HARDWARE CO #1	661200	111-7020-421.43-10	TV CIRCUIT PARTS	24.12	N
				24.12	
LENTZ LOCKSMITH SERVICE	10290	741-8060-431.43-20	SECURITY KEY UNIT #218	180.00	N
	10286	111-7010-421.61-20	SERVICE CALL	110.00	N
				290.00	
LGP EQUIPMENT RENTALS INC	31971	535-8016-431.44-10	32FT SCISSOR LIFT	233.35	N
				233.35	

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LOGAN SUPPLY COMPANY, INC.	80483	535-6090-452.61-20	LEATHER DRIVER GLOVES	111.12	N
	80827	535-6090-452.61-20	TWO LADDERS 6'FT/10'FT	484.79	N
				595.91	
LOS ANGELES TIMES	2/11-2/11/2015	111-0210-413.61-20	Acct # 010002063160	98.80	N
	3/12-4/8/2014	111-0110-411.61-20	Acct # 010002063419	38.00	N
				136.80	
LUIS ALFREDO OCHOA	1/25-1/30/2014	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	176.00	N
				176.00	
LYNBERG & WATKINS APC	351	745-9031-413.32-70	LEGAL SERVICES	2,299.50	N
				2,299.50	
LYON, LLC	1860309	111-7022-421.61-24	METAL LOCKERS	351.44	N
	1863564	111-7022-421.61-24	DOUBLE TIER LOCKERS	3,052.26	N
				3,403.70	
MANAGED HEALTH NETWORK	32000002667	746-0213-413.52-30	FEB 14 HEALTH PREMIUM	1,523.20	N
				1,523.20	
MANNING & KASS, ELLROD, RAMIREZ,	366912	745-9031-413.32-70	LEGAL SERVICES	16,092.40	N
	366913	745-9031-413.32-70	LEGAL SERVICES	3,985.26	N
				20,077.66	
MANUEL ACOSTA	2/5/2014	239-5035-465.64-00	REGISTRATION REIMBURSE	200.00	N
				200.00	

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MARIE MURILLO	1	111-6020-451.61-35	EVENT PLANNING SERVICES	273.00	N
				273.00	
MARKO MENDOZA	1/25-1/26/2014	111-7010-421.59-20	PER DIEM	185.00	N
				185.00	
MATTHEW GUTIERREZ	1/23/2014	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	88.00	N
				88.00	
MAYWOOD MUTUAL WATER COMPANY, NO. 1	10/25-12/17/13	111-6022-451.62-10	Acct # 312600351	327.25	N
	10/25-12/17/13	111-6022-451.62-10	Acct # 312600352	104.50	N
	10/25-12/17/13	111-6022-451.62-10	Acct # 312600353	90.75	N
				522.50	
MCMASTER-CARR SUPPLY CO.	70761453	111-7020-421.43-10	HARDWARE FIXTURES	22.50	N
				22.50	
MIGUEL CAMARENA	44585	111-0000-228.20-00	REFUND- FACILITY DEPOSIT	500.00	N
				500.00	
MIRACLE RECREATION EQUIPMENT	744593	535-6090-452.61-20	FENCE POST PANEL	336.57	N
	744593	114-6010-451.73-10	FENCE POST PANEL	336.57	N
				673.14	
MISC- GRAFFITI REWARD	9/26/2013	111-0240-466.61-20	GRAFFITI REMOVAL SERVICES	500.00	N
				500.00	

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MOBILE ID SOLUTIONS, INC.	57180	111-6010-451.61-20	PASS PRINTER REPAIRS	232.77	N
				232.77	
MOST DEPENDABLE FOUNTAINS	INV31561	111-6022-451.43-10	DRINKING FOUNTAIN REPAIRS	221.19	N
				221.19	
MOTOROLA INC	13996538	111-7010-421.61-20	REMOTE ADAPTER	604.95	N
				604.95	
NAPA PARTS WHOLESALE	063514	741-8060-431.43-20	UNIVERSAL LIFT SUPPORT	77.37	N
	064136	741-8060-431.43-20	HALOGEN CAPSULE	57.36	N
	064470	741-8060-431.43-20	NAPA CLNR PUMICE	9.80	N
	064231	741-8060-431.43-20	LIGHT BULBS	40.33	N
	064374	741-8060-431.43-20	OIL/ AIR FILTERS	60.96	N
				245.82	
NATION WIDE RETIREMENT SOLUTIONS	PPE 2/2/2014	802-0000-217.40-10	DEFERRED COMP	22,499.45	N
				22,499.45	
NATIONAL CONSTRUCTION RENTALS INC	3690093	212-6010-451.73-10	6FT TEMP PANEL RENTAL	99.36	N
	3819177	212-6010-451.73-10	6FT TEMP PANELS	151.72	N
				251.08	
NEXUS IS, INC.	69333	225-7010-421.74-10	OFFICE WATCH SOFTWARE	8,232.03	N
				8,232.03	
NICHOLE LANDRY	1/28-2/4/2014	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	264.00	N
				264.00	

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NORTHEAST WISCONSIN TECH. COLLEGE	4/8-4/9/2014	111-7010-421.59-10	REGISTRATION- E. CARLOS	175.00	N
				175.00	
O'REILLY AUTO PARTS	2959-190760	741-8060-431.43-20	OIL LINE	37.27	N
	2959-190532	741-8060-431.43-20	SWAY LINK & BUSHING	127.56	N
	2959-192864	741-8060-431.43-20	SILICONE TUBES	47.02	N
	2959-193071	741-8060-431.43-20	DISC PAD SET	55.10	N
	2959-193396	741-8060-431.43-20	MOD F/PUMP	322.74	N
	2959-193545	741-8060-431.43-20	AIR FITTINGS	65.39	N
	2959-193233	741-8060-431.43-20	OIL FILTERS	27.53	N
	2959-193140	741-8060-431.43-20	CREDIT MEMO	-21.23	N
	2959-193068	741-8060-431.43-20	PRESSURE REGULATOR	70.84	N
				732.22	
OLDTIMERS FOUNDATION	0114-015	220-0250-431.56-43	HP TRANSPORTATION SERVICE	38,590.59	N
	0114-015	219-0000-340.30-00	PROGRAM INCOME	-6,669.33	N
	0114-015	219-0000-340.50-00	SIX VEHICLE DEDUCTION	-1,650.00	N
				30,271.26	
OLIVIER & DOYLE BODY SHOP	10323	741-8060-431.43-20	UNIT # 180 DOOR REPAIRS	145.30	N
				145.30	
ORANGE COUNTY SHERIFF'S DEPT	3/17-3/21/2014	111-7010-421.59-20	REGISTRATION- F. VALLE	80.00	N
				80.00	
PACIFIC ALTERNATORS	4066	741-8060-431.43-20	REBUILT ALTERNATOR	170.00	N
				170.00	

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PACIFIC PALMS HOTEL AND CONFERENCE	2240450	111-7010-421.59-10	REGISTRATION- J. VERDIELL	523.60	N
				523.60	
PACIFIC SOD	644899	535-6090-452.61-20	TIWAY OVERSEED	518.84	N
				518.84	
PARS	27683	217-0230-413.56-41	NOV 13 PARS REP FEES	2,000.00	N
	27746	111-9010-419.56-41	NOV 13 PARS ARS FEES	366.85	N
				2,366.85	
PENSKE CHEVROLET	160097	741-8060-431.43-20	TRAIL BLAZER RELAY	87.40	N
	160318	741-8060-431.43-20	REGULATOR	244.27	N
	159993	741-8060-431.43-20	LICENSE PLATE BUMPER HOLD	31.66	N
				363.33	
PERFORMANCE NURSERY	152500	535-6090-452.61-20	NATIVE PLANTS	1,055.11	N
				1,055.11	
PRADO FAMILY SHOOTING RANGE	2/25-3/8/2014	111-7010-421.59-20	REGISTRATION-J.GUTIERREZ	45.00	N
	2/25-3/8/2014	111-7010-421.59-20	REGISTRATION- A. ESCOBAR	45.00	N
				90.00	
PRUDENTIAL OVERALL SUPPLY	50559455	111-8022-419.43-10	MAT CLEANING SERVICES	27.03	N
	50559454	111-6010-451.56-41	MAT CLEANING SERVICES	71.59	N
	50559453	111-6010-451.56-41	MAT CLEANING SERVICES	38.83	N
	50545542	111-6010-451.56-41	MAT CLEANING SERVICES	71.59	N
				209.04	

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PUBLIC SAFETY TRAINING CONSULTANTS	15493	111-7010-421.59-20	REGISTRATION- J. ALMANZA	330.00	N
				330.00	
PVP COMMUNICATIONS	18496	111-7022-421.61-29	HELMET W/ COMMUNICATIONS	2,257.40	N
				2,257.40	
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0138042-IN	111-7020-421.43-10	6" RUBBER ROLLER	10.91	N
				10.91	
RELIABLE OFFICE SUPPLIES	FD198100	111-3010-415.61-25	COIN TOTE BAG	187.56	N
				187.56	
REUBEN PACHECO	9/16/2013	111-6040-451.61-35	MEN'S BASKETBALL REFEREE	30.00	N
				30.00	
RICK CUIREL	2/5/2014	111-7030-421.61-20	PURCHASE REIMBERSEMENT	98.08	N
				98.08	
SANCHEZ AWARDS	434	111-0110-411.61-20	ENGRAVED PLAQUE	141.90	N
				141.90	
SC FUELS	0042123-IN	741-8060-431.62-30	CITY FUEL PURCHASE	3,764.60	N
				3,764.60	
SHELL FLEET PLUS	794375402	741-8060-431.62-30	CITY FUEL PURCHASE	580.07	N
				580.07	

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SILVANO SALDIVAR JR	1/17/2014	741-8060-431.62-30	PURCHASE REIMBURSEMENT	10.00	N
				10.00	
SOUTHEAST CHURCHES SERVICES CENTER	OCT-DEC 2013	239-5210-463.57-83	FOOD PURCHASE COSTS	3,120.16	N
				3,120.16	
SOUTHERN CALIFORNIA EDISON	12/26-1/27/14	535-8016-431.62-10	Acct # 2-01-855-2240	48.54	N
	12/28-1/29/2014	535-8016-431.62-10	Acct # 2-28-666-9353	118.05	N
	12/28-1/29/2014	535-8016-431.62-10	Acct # 2-28-688-3640	76.87	N
	12/28-1/29/2014	535-8016-431.62-10	Acct # 2-28-688-3798	84.25	N
	12/28-1/29/2014	535-8016-431.62-10	Acct # 2-28-688-4051	101.39	N
	12/28-1/29/2014	535-8016-431.62-10	Acct # 2-28-688-4127	78.18	N
	12/28-1/29/2014	535-8016-431.62-10	Acct # 2-28-688-4242	135.72	N
	12/28-1/29/2014	535-8016-431.62-10	Acct # 2-28-688-4333	224.43	N
	1/2-1/31/2014	535-8016-431.62-10	Acct # 2-29-179-3933	280.98	N
	12/26-1/27/2014	535-8016-431.62-10	Acct # 2-29-265-0868	95.82	N
	12/26-1/27/2014	535-8016-431.62-10	Acct # 2-29-265-0926	73.25	N
	12/26-1/27/2014	535-8016-431.62-10	Acct # 2-29-265-0959	74.17	N
	12/27-1/28/2014	535-8016-431.62-10	Acct # 2-29-265-0983	147.78	N
	12/26-1/27/2014	535-8016-431.62-10	Acct # 2-29-265-1007	287.45	N
	1/2-1/31/2014	535-8016-431.62-10	Acct # 2-29-265-1346	96.30	N
	1/2-1/31/2014	535-8016-431.62-10	Acct # 2-29-265-1361	122.61	N
	12/27-1/28/2014	535-8016-431.62-10	Acct # 2-29-265-1411	208.50	N
	12/26-1/27/2014	535-8016-431.62-10	Acct # 2-29-265-1429	99.04	N
	12/27-1/28/2014	535-8016-431.62-10	Acct # 2-29-265-1437	98.35	N
	12/26-1/27/2014	535-8016-431.62-10	Acct # 2-29-265-1452	178.77	N
	12/26-1/27/2014	535-8016-431.62-10	Acct # 2-29-265-1536	172.56	N
	1/2-1/31/2014	535-8016-431.62-10	Acct # 2-29-265-1551	183.97	N

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SOUTHERN CALIFORNIA EDISON	1/2-1/31/2014	535-8016-431.62-10	Acct # 2-29-519-1068	172.21	N
	12/5-1/27/2014	535-8016-431.62-10	Acct # 2-28-688-4416	5,007.30	N
	12/30-1/30/2014	111-6022-451.62-10	Acct # 2-26-482-0861	249.23	N
	12/28-1/29/2014	221-8014-429.62-10	Acct # 2-01-855-2612	97.23	N
	12/28-1/29/2014	221-8014-429.62-10	Acct # 2-32-914-2632	50.31	N
	12/17-1/17/2014	681-8030-461.62-20	Acct # 2-01-855-1531	2,478.39	N
	12/17-1/17/2014	681-8030-461.62-20	Acct # 2-01-855-1572	385.21	N
	12/18-1/20/2014	681-8030-461.62-20	Acct # 2-19-925-1018	4,145.59	N
	12/18-1/20/2014	221-8014-429.62-10	Acct # 2-23-189-3090	41.25	N
	12/17-1/17/2014	111-8020-431.62-10	Acct # 2-01-855-1671	955.23	N
	12/17-1/17/2014	111-8020-431.62-10	Acct # 2-01-855-1747	39.46	N
	12/17-1/17/2014	111-6022-451.62-10	Acct # 2-01-855-1630	27.12	N
	12/17-1/17/2014	111-6022-451.62-10	Acct # 2-03-994-9920	1,233.27	N
	12/17-1/17/2014	111-6022-451.62-10	Acct # 2-01-855-1812	994.00	N
	12/18-1/20/2014	111-6022-451.62-10	Acct # 2-34-797-7555	1,237.94	N
	12/18-1/20/2014	535-8016-431.62-10	Acct # 2-01-854-7588	27.79	N
	12/18-1/20/2014	535-8016-431.62-10	Acct # 2-01-855-1937	27.79	N
	12/18-1/20/2014	535-8016-431.62-10	Acct # 2-29-179-3420	450.21	N
	12/18-1/20/2014	535-8016-431.62-10	Acct # 2-29-179-3701	70.45	N
	12/18-1/20/2014	535-8016-431.62-10	Acct # 2-29-179-3826	142.11	N
	12/18-1/20/2014	535-8016-431.62-10	Acct # 2-29-179-3867	148.70	N
	12/18-1/20/2014	535-8016-431.62-10	Acct # 2-29-265-1031	133.99	N
	12/18-1/20/2014	535-8016-431.62-10	Acct # 2-29-265-1130	94.42	N
	11/27-12/30/13	535-8016-431.62-10	Acct # 2-28-120-2671	1,140.58	N
					22,336.76
STACY MEDICAL CENTER	3160-35938	111-7022-421.56-15	CUSTODY BLOOD DRAW/ EXAM	990.00	N
				990.00	

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SUSAN NAVARRETE	45350	111-0000-228.20-00	REFUND- RNTL CANCELLATION	500.00	N
	45350	111-0000-347.30-00	REFUND- RNTL CANCELLATION	336.00	N
	45350	111-0000-347.70-00	REFUND- RNTL CANCELLATION	795.00	N
				1,631.00	
SUSAN SAXE CLIFFORD PHD	14-0123-1	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	450.00	N
	14-0127-2	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	450.00	N
				900.00	
T-MOBILE USA	760030	111-7030-421.61-20	CALL DETAIL RETRIVAL	100.00	N
	760680	111-7030-421.61-20	TEXT MESSAGE RETRIVAL	50.00	N
				150.00	
TRIANGLE SPORTS	28916	111-6030-451.61-35	YOUTH BASKETBALL JERSEYS	4,343.65	N
				4,343.65	
TRITECH SOFTWARE SYSTEMS	1262	225-7010-421.74-10	FBR SERVER INSTALLATION	10,988.00	N
				10,988.00	
U.S. BANK	PPE 2/2/2014	802-0000-217.30-20	PARS PART-TIME	1,418.71	Y
	PPE 2/2/2014	802-0000-217.30-20	CITY OF HP-PARS EMPLOYEE	3,557.75	Y
	PPE 2/2/2014	802-0000-218.10-05	CITY OF HP- PARS EMPLOYER	15,912.37	Y
				20,888.83	
UNIFIED NUTRIMEALS	0224237-IN	111-6055-451.57-42	YOUTH NUTRITION PROGRAM	1,450.00	N
				1,450.00	
UNITED WAY OF GREATER	PPE 2/2/2014	802-0000-217.60-20	UNITED WAY	5.00	Y

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				5.00	
UNIVERSAL SPECIALTIES INC	62828	111-6022-451.43-10	SEAT WRENCH	107.78	N
				107.78	
VERIZON WIRELESS	9716773545	111-9010-419.53-10	Acct # 572557978-00001	141.42	N
				141.42	
VICTOR SMOG TEST CENTER	26246	741-8060-431.43-20	SMOG TEST # 340	33.00	N
				33.00	
WALTERS WHOLESALE ELECTRIC COMPANY	2071755-00	111-6022-451.43-10	OUTLET COVER REPAIRS	6.87	N
	543605-00	535-8016-431.61-45	PHOTO CONTROL CELLS	18.83	N
	8280187-00	535-8016-431.61-45	600V FUSEHOLD	289.14	N
	2071290-00	535-8016-431.61-45	STREET LIGHT WIRES	871.80	N
	2071308-00	535-8016-431.61-45	CONDUIT WIRES	583.62	N
	2071635-00	111-7020-421.43-10	JAIL TV INSTALLATION PART	39.39	N
				1,809.65	
WATER REPLENISHMENT DISTRICT OF	DECEMBER 2013	681-8030-461.41-00	GROUNDWATER ASSESSMENT	62,125.08	N
				62,125.08	
WEBIPLEX, LLC	1685	225-7010-421.74-10	DOCUPEAK SUBSCRIPTION	4,995.00	N
				4,995.00	
WELLS FARGO	485620231770945	111-7010-421.59-10	CITY CREDIT CARD CHARGES	525.00	Y
	485620230781653	741-8060-431.62-30	CITY CAR FUEL PURCHASE	41.19	Y
	485620230781653	741-8060-431.62-30	CITY CAR FUEL PURCHASE	40.10	Y

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WELLS FARGO	485620230781653	741-8060-431.62-30	CITY CAR FUEL PURCHASE	41.37	Y
	485620230781653	741-8060-431.62-30	CITY CAR FUEL PURCHASE	39.98	Y
	485620230781653	741-8060-431.62-30	CITY CAR FUEL PURCHASE	42.51	Y
	485620230781653	111-3010-415.64-00	SHUTTLE SERVICES	17.00	Y
	485620230781653	111-3010-415.64-00	LUNCH MEETING	99.90	Y
	485620230474937	111-0240-466.64-00	CITY CREDIT CARD CHARGES	175.49	Y
	485620231379184	111-0110-411.58-19	LEAGUE OF CA REGISTRATION	550.00	Y
	485620231379184	111-0110-411.66-05	CITY COUNCIL DINNER	132.44	Y
	485620231379184	111-0230-413.54-00	CITY ATTORNEY AD	551.00	Y
	485620231379184	111-0230-413.54-00	BUILDING OFFICIAL AD	190.00	Y
	485620231379184	111-0110-411.66-05	CITY COUNCIL DINNER	57.50	Y
	485620231379184	111-0110-411.58-20	LODGING- V. AMEZQUITA	660.09	Y
	485620231379184	111-0110-411.58-20	AIRFARE - V. AMEZQUITA	462.00	Y
	485620231379184	111-0110-411.58-19	AIRFARE - K. MACIAS	462.00	Y
	485620231379184	745-0230-413.64-00	ICMA TRAINING LUNCH	48.04	Y
	485620231379184	111-0110-411.65-20	LEAGUE OF CA-GEN MEMBER	35.00	Y
	485620231379184	111-0110-411.65-19	LEAGUE OF CA-GEN MEMBER	35.00	Y
	485620231379184	745-0230-413.64-00	ICMA LIVE WEB CONFERENCE	1,000.95	Y
	485620231379184	111-0230-413.54-00	RECREATION COORDINATOR AD	320.00	Y
					5,526.56
WELLS FARGO BANK-FIT	PPE 2/2/2014	802-0000-217.20-10	WELLS FARGO BANK-FIT	54,029.04	N
				54,029.04	
WELLS FARGO BANK-MEDICARE	PPE 2/2/2014	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	7,252.09	N
				7,252.09	
WELLS FARGO BANK-SIT	PPE 2/2/2014	802-0000-217.20-20	WELLS FARGO BANK- SIT	19,881.81	N

6.3

CITY OF HUNTINGTON PARK

Date: 2/13/2014

Demand Register

2/18/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				19,881.81	
XEROX CORPORATION	072413137	111-7030-421.44-10	JAN 14 COPIER BASE CHARGE	556.35	N
				556.35	
ZEE MEDICAL, INC.	0140638509	111-7010-421.61-20	FIRST AID KIT ITEMS	425.75	N
				425.75	
ZUMAR INDUSTRIES, INC.	0150364	212-6010-451.73-10	SLT PK TRAIL GRANT SIGNS	175.77	N
				175.77	
Grand Total				819,618.46	

CITY OF HUNTINGTON PARK

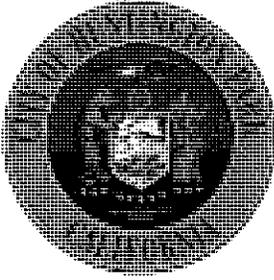
WARRANT REGISTER

2/18/2014

SALARY CHARGES OF EMPLOYEES: PAY PERIOD ENDING

PPE 2/2/2014

<u>FUND</u>	<u>FUND DESCRIPTION</u>	<u>AMOUNT</u>
111	GENERAL FUND	545,326.31
212	P & R GRANTS	
216	EMPLOYEE RETIREMENT FUND	
219	SALES TAX-TRANSIT FUND - A	4,602.57
220	SALES TAX-TRANSIT FUND - C	4,695.36
221	STATE GASOLINE TAX FUND	28,518.75
222	MEASURE R	
224	OFFICER TRAFFIC SAFETY	
226	AIR QUALITY IMPROVEMENT	
227	OFFICE OF CRIMINAL JUSTICE	
228	POLICE SUPP LAW ENF SERV	
229	ASSET FORFEITURE	2,307.88
231	PARKING SYSTEM FUND	6,759.40
232	ART IN PUBLIC PLACES FUND	
239	FEDERAL CDBG FUND	15,834.95
242	HUD HOME PROGRAM	7,227.20
246	PROPERTY REHABILITATION	
283	SEWER MAINTENANCE FUND	325.76
285	SOLID WASTE MANAGEMENT FUND	2,065.50
286	ILLEGAL DISPOSAL ABATEMENT	1,717.33
287	SOLID WASTE RECYLCE GRANT	851.12
334	PED/BIKE PATH FUND	
335	ENERGY EFFICIENT GRANT	
349	CAPITAL IMPROVEMENT FUND	
533	BUSINESS IMPROVEMENT DISTRICT FUND	
535	STREET LT & LDSCPE ASSMT FUND	
681	WATER DEPARTMENT FUND	8,990.07
741	FLEET MAINTAINENCE FUND	9,193.55
745	RISK MANAGEMENT FUND	3,932.43
746	EMPLOYEE BENEFIT FUND	9,885.99
	GRAND TOTAL	<u><u>652,234.17</u></u>



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 18, 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:

NOTICE OF COMPLETION FOR THE SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Accept the Work as completed.
2. Authorize the City Clerk to file a Notice of Completion with the L.A. County Registrar-Recorder Office and if no claims are filed within 35 days after recordation, and upon the contractor posting an acceptable warranty bond, notice the surety company to exonerate the payment bond.
3. Approve the final Total Project Budget (Attachment A) and authorize the Director of Public Works to release the 10% retention payment in the amount of \$50,853.83 to Financial Pacific Insurance Company 60 days after the date of completion, contingent upon no claims being filed on the project and the contractor posting an acceptable warranty bond.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The subject project consisted of the construction of a trail and related irrigation and landscaping improvements at Salt Lake Park. Bids for the project were opened on June 7, 2012. Two bids were received for \$428,493 and \$526,020. America West Landscape, Inc. submitted the lowest responsive and responsible bid of \$428,493. The City Council awarded the contract to America West Landscape at the regularly scheduled council meeting on June 18, 2012. One change order was subsequently issued in September 2012 in the amount of \$5,775, bringing the final contract amount to \$434,268.61.

**NOTICE OF COMPLETION FOR THE SALT LAKE PARK TRAIL IMPROVEMENTS
PHASE 1.1**

February 18, 2014

Page 2 of 3

America West Landscape commenced work on the project in August 2012. However, in October 2012, America West Landscape failed to appear at the project site and ultimately abandoned the project without notification to the City. The City subsequently filed a claim on the performance bond with Financial Pacific Insurance Company ("Surety"). Per the terms of the performance bond, the Surety was obligated to complete the remaining work for the originally contracted price by retaining a qualified contractor under a separate agreement between the Surety and the contractor.

The City Council approved the Takeover Agreement between the City and the Surety on January 22, 2013. The work on the project resumed in March 2013 and was substantially completed in November 2013. However, several punch list items remained incomplete and the City withheld final payment pending the completion of the punch list items. Those items were completed in January 2014. Therefore, staff recommends that the City Council accept the work as completed per the plans and specifications and authorize the filing of a Notice of Completion. The filing of a Notice of Completion enables closeout of the project and the release of final payments to the contractor.

FISCAL IMPACT/FINANCING

The remaining balance due to the Surety is \$50,853.83. This amount will be paid from the Parks and Recreation Grant Fund from account no. 212-6010-451.73-10. This was a budgeted item in Fiscal Years 2011-2013, with the closeout of the project rolling over into Fiscal Year 2013-2014. The project was paid for exclusively with grant funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the project specifications and contract, a Notice of Completion must be filed with the Los Angeles County Registrar-Recorder Office following the acceptance of the Work by the City Council. If no claims are filed within 35 days after recordation, and upon the contractor posting an acceptable warranty bond, the City will release the 10% retention payment to the contractor. This also starts the warranty period for the Work.

CONCLUSION

Upon City Council approval of the recommended actions, staff will file the Notice of Completion and complete the closeout process for the project.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

ATTACHMENTS

- Attachment A: Total Project Budget
- Attachment B: Notice of Completion

DATE:	
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILED
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
SENIOR DEPUTY CITY CLERK	

ATTACHMENT A

**SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1
LOCATED AT SALT LAKE PARK
(PROJECT NO. TG2011)**

**TOTAL PROJECT BUDGET
Revised February 18, 2014**

Project Activity	Budget
Original Contract Amount (Authorized by City Council on January 22, 2013)	\$ 434,269
Change Order #1: Additional Work for Water Valves; Delete 90% of existing pump removal	- (2,442)
Change Order #2: Additional Work for spray irrigation system; Delete drip irrigation system	+ 14,970
Change Order #3: Additional Work to hand dig around unforeseen obstructions and under concrete path	+ 5,197
Change Order #4: Delete temporary fence rental cost for period of contract default by America West Landscape	- 5,580
Revised Contract Amount:	\$ 446,414
Retention (10%):	\$ 44,641
Total Payments to Date:	\$ 395,560
Remaining Balance (including 10% retention):	\$ 50,854

ATTACHMENT "B"

Recording Requested By:
City of Huntington Park

When Recorded, MAIL TO:
City Clerk
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA. 90255

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT

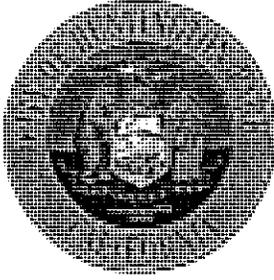
1. The undersigned are owners or corporate officers of the interest or estate stated below on the property hereinafter described: SALT LAKE PARK, LOCATED AT 3401 E. FLORENCE AVE. IN THE CITY OF HUNTINGTON PARK, CALIFORNIA.
2. The full name of the owner is: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
3. The work consisted of "**SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1 (PROJECT NO. TG2011)**"
4. The work was completed on January 13, 2014.
5. The Contractor was: FINANCIAL PACIFIC INSURANCE COMPANY
3880 Atherton Road
Rocklin, CA 95765
6. All work was performed within the public rights-of-way or easements within the City of Huntington Park, CA.

VERIFICATION OF CORPORATE OFFICER

I hereby certify under penalty of perjury that the foregoing is true and correct.

Date

James A. Enriquez, P.E.
Director of Public Works / City Engineer



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 18, 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:

PUBLIC HEARING TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing to receive any comments.
2. Close the public hearing and consider all public testimony.
3. Receive and file comments regarding the City's housing and community development needs in preparation of the Fiscal Year 2014-2015 Annual Action Plan.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year, the City prepares an Annual Action Plan describing how the City will expend Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) funds that it receives from the Department of Housing and Urban Development (HUD). Part of the Plan is the assessment of housing and community development needs. These needs were identified when the City Council adopted the City's Five Year Consolidated Plan covering Fiscal Years 2010-2015.

FISCAL IMPACT/FINANCING

There is no fiscal impact to conducting the subject public hearing. Holding a public hearing about the jurisdiction's community development and housing needs is a citizen participation requirement under the federal Consolidated Plan process and is necessary to apply for HUD funds. The proposed funding allocations will be included in the Draft Annual Action Plan presented to the City Council at the March 17, 2014 meeting.

PUBLIC HEARING TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS

February 18, 2014

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with federal requirements (24 CFR Part 91) as implemented in the City's HUD-mandated Citizen Participation Plan, the City is required to conduct at least two public hearings in connection with the Consolidated Plan process. Tonight's public hearing facilitates preparation of the Annual Action Plan by ensuring that the needs and resources of the community are included in a comprehensive planning effort to help low-income residents and to revitalize distressed neighborhoods.

The current housing and community development needs are contained in the Five Year Consolidated Plan (see attached) and are attached for your review and consideration.

On January 30, 2014, the public hearing notice was published in the Long Beach Press-Telegram.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS

Neither this public hearing nor a subsequent action by the City Council to adopt the Fiscal Year 2014-2015 Annual Action Plan constitutes a project and, thus, will not invoke an environmental review under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) regulations.

CONCLUSION

Following tonight's public hearing, staff will include any public testimony in the Fiscal Year 2014-2015 Annual Action Plan.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO MORALES
Director of Finance

ATTACHMENTS

A. Housing and Community Development Needs

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVED AND FILED
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

Housing and Community Development Needs

To further engender public discussion, the following is a summary of Huntington Park's salient housing and community development needs as outlined in the currently adopted Consolidated Plan, the 2008-2014 Housing Element, and the 2010 Affordable Housing Strategy.

Special Needs Population

- **Large Households.** Thirty-eight percent of Huntington Park's households are large households (five or more persons) representing the most significant special needs group in the City. Of these large households, almost two-thirds are renters and the majority of these large renter households (70%) earn low to moderate-incomes. Ninety-five percent of the City's large renter households suffer from one or more housing problems, including housing overpayment, overcrowding and/or substandard housing conditions. Huntington Park faces a significant shortage of rental units of appropriate size to accommodate its large renter households, resulting in two-thirds of the City's renter households residing in overcrowded conditions.
- **Elderly Population.** The elderly, which represent approximately 5 percent of Huntington Park's residents, have a number of special needs including housing, transportation, health care, and other services. Housing is a particular concern because many of the elderly are on fixed incomes. As housing expenses rise, the elderly may have less money available for medical costs and other vital services. Rising rental housing costs are a major concern since 85 percent of Huntington Park's elderly renter households have low or moderate-incomes (<80% MFI), with 70 percent earning low incomes (<50% MFI). Moreover, over 60 percent of the City's elderly renters experience a housing cost burden (> 30% income on rent). For those seniors who live on their own, many have limited incomes and because of their age may not be able to maintain their homes or perform minor repairs.
- **Female-Headed Households.** According to the 2000 Census, there were 3,675 female-headed households in Huntington Park, representing one-quarter percent of all households. Female-headed households with children, which comprised 1,757 households in 2000, typically have lower incomes. As a result, female-headed households often have greater needs for affordable housing and childcare evidenced by approximately 35 percent living in poverty. Without access to affordable housing, many of these households may be at risk of becoming homeless. Affordable housing with childcare centers or in close proximity to schools, public transportation, and recreation facilities can address critical needs of lower-income single-parent families. This group is also vulnerable to discrimination from landlords unwilling to rent to single parents with multiple children.
- **Persons with Disabilities.** A disability is defined as a long lasting condition that impairs an individual's mobility, ability to work, or ability to care for them and includes those with physical, mental, or emotional disabilities. According to the

2000 Census, approximately 19 percent (11,957 persons) of Huntington Park residents have some type of disability. In general, many persons with disabilities have lower-incomes since the disability may affect their ability to work. Thus, persons with disabilities have a greater need for affordable housing as well as supportive services.

- **Persons with HIV/AIDS.** Persons with HIV/AIDS are considered a special needs group due their need for affordable housing, health care, counseling and other supportive services. According to the Los Angeles County Health Services Department 2009 HIV/AIDS Semi-Annual Surveillance Summary, within the Huntington Park zip code, between 125-249 persons are currently living with HIV/AIDS. Short-term housing needs for persons with AIDS may include hospice facilities, shelters or transitional housing. Long-term needs include affordable housing in close proximity to public transportation and health care facilities.
- **Persons with Alcohol or Substance Abuse Problems.** Persons who suffer from alcohol/other drug abuse (AODA) require counseling and rehabilitation services. In some cases, recovery homes or transitional sober living facilities may be needed. The regional homeless shelter in the adjacent City of Bell provides a drug and alcohol recovery program with capacity for up to 128 adults. Southern California Alcohol and Drug Programs, Inc. operates several emergency shelters and transitional housing facilities within Service Planning Area 7, in which Huntington Park is a part.
- **Victims of Domestic Violence.** Women and their children who are victims of domestic violence often need shelter and services such as counseling and childcare. While precise estimates for Huntington Park are not available, nationwide approximately 31 percent of all women have been victims of violence committed by a spouse or intimate partner. Immigrant women are particularly vulnerable to abuse and are often reluctant to report incidences or seek assistance from local authorities. The immediate housing needs of victims of domestic violence relate to shelter and transitional housing. Long-term housing needs include affordable housing for families.
- **Homeless.** The Los Angeles Homeless Services Authority (LAHSA) has estimated there to be 100 homeless persons in Huntington Park. City Code Enforcement staff indicate there are approximately 30 chronic homeless in the City, consisting predominately of single men, with five to six single women. A large majority of the City's homeless is chronic substance abusers, has been homeless for several years and is more service resistant than those who have only been homeless for a short period. While staff reports no "visible" homeless families, the City is the only jurisdiction in the immediate area that allows overnight street parking, and as a result, temporarily homeless individuals and families from the greater area come to Huntington Park to sleep in their cars overnight.

Household Characteristics

- **Income Levels.** Income is the single most important factor affecting a household or family's ability to afford adequate housing as well as a range of other critical services such as health care and transportation. Areas with higher concentrations of low and moderate-income households often require additional services and have greater housing needs, particularly affordable housing.

Income by Owner/Renter Tenure

Income Level	Renters	Owners
Extremely Low (0-30% MFI)	24%	6%
Other Low (30-50% MFI)	21%	11%
Moderate (50-80% MFI)	27%	20%
Middle/Upper-Income (>80% MFI)	28%	63%

Source: HUD, CHAS Databook, 2000

While renters were more likely to have low and moderate-incomes than owners were, there is also significant variation in income levels by household type. Based on data from HUD, nearly 80 percent of elderly households in Huntington Park had low or moderate-incomes and nearly 40 percent of elderly households had extremely low-incomes.

Income Level by Household Type

Income Level	Elderly	Small Family	Large Family	Other	Total
Extremely Low (0-30% MFI)	39%	17%	15%	24%	19%
Other Low (30-50% MFI)	20%	18%	18%	20%	18%
Moderate (50-80% MFI)	20%	28%	24%	24%	25%
Middle/Upper-Income (>80% MFI)	21%	37%	44%	32%	37%

Source: HUD, CHAS Data Book, 2000

- **Household Overcrowding.** The Census defines overcrowding as an average of more than one person per room in a housing unit (excluding kitchens, porches, and hallways). The incidence of overcrowded housing is a general measure of whether there is an available supply of adequately sized housing units. Increases in families with children and larger household sizes, combined with an existing housing stock dominated by smaller one and two bedroom units, has resulted in increased levels of household overcrowding in Huntington Park. Nearly half of renter households and 30% of owner households in the city meet the criteria for severe overcrowding (>1.51 persons per room).

Housing Stock Characteristics

- **Housing Growth.** Huntington Park contains approximately 15,500 housing units, split almost evenly between single-family and multi-family units. Housing growth in recent years has primarily been attributable to the introduction of housing in the downtown and on target opportunity sites, and is largely a result of City involvement in the provision of assisted housing. Nearly three-quarters of the City's housing is renter-occupied.
- **Housing Conditions.** Over three-quarter's of Huntington Park's housing stock is greater than 30 years in age, the age at which housing begins to require major rehabilitation improvements. Code enforcement staff identify the primary issues with substandard housing in the City pertain to inadequate space heating, leaking windows, and aging plumbing and electrical systems. The biggest contributors to substandard housing in Huntington Park are the aging housing stock, household overcrowding, and absentee landlords, and indicate the need for strong code enforcement, property maintenance and housing rehabilitation programs to stem widespread housing deterioration.
- **Lead Based Paint.** The Los Angeles County Childhood Lead Poisoning Prevention Program has identified Huntington Park as one of ten cities in the County where children are at highest risk of **lead poisoning**. In 2008, there were eight children under the age of six with elevated blood lead levels, including one child who met "case" criteria.

Housing Costs and Affordability

- **Rental Housing.** Apartment rents in Huntington Park are at a level that many lower income households (<80% AMI) face significant overpayment. The 2000 Census documented 47% of renters spending more than 30% of their income on housing, with 22% spending over half of their income for shelter. However, local property management companies report that the current economic recession has resulted in a softening in the rental market, placing downward pressure on rents and resulting in a modest increase in rental vacancies in Huntington Park. An October 2009 rent survey confirms this shift in the market, with enticements for free first month's rent, reduced move-in costs, etc. The absence of available three bedroom apartments in the rent survey highlights the mismatch between the City's housing supply and the need for larger rental units for families.

Huntington Park Apartment Rent Levels (Oct 2009)

No. of Bedrooms	Rental Range	Average Rent
Studio	\$550 - \$700	\$675
One Bedroom	\$700 - \$900	\$825
Two Bedroom	\$900 - \$1,400	\$1,065
Three Bedroom	None listed	

Sources: *Craigslist.com; WestsideRentals.com; Brabant Realty and Management; PMS Management.*

The following table compares average rents in Huntington Park with the maximum affordable rent for very low, low and moderate income households based the standard of spending no greater than 30% of income on housing. While very low income households continue to be priced out of the rental market, the decline in rents has resulted in many low income households in Huntington Park being able to afford market rents.

2009 Maximum Affordable Rents

Income Level	Maximum Affordable Rent after Utility Allowance			
	Studio (1 person)	1 Bedroom (2 person)	2 Bedroom (3 person)	3 Bedroom (4 person)
Very Low Income (50% AMI)	\$506	\$574	\$641	\$705
Low Income (80% AMI)	\$957	\$947	\$1,060	\$1,171
Moderate Income (120% AMI)	\$1,454	\$1,444	\$1,619	\$1,792
Huntington Park Average Apartment Rents	\$675	\$825	\$1,065	N/A

Notes:

1. Income levels reflect the 2009 Official State Income Limits published by State HCD.
2. Maximum affordable rent reflects deduction of LACDC utility allowance for Central subregion (Assumes water and trash included in rent): \$37 - studios, \$47 - 1 bdrm, \$58 - 2 bdrms, \$71 - 3 bdrms.

- **For-Sale Housing.** The economic recession, combined with the high incidence of home foreclosures, has resulted in a significant decline in for-sale housing prices. The following table presents data on all sales of single-family homes and condominiums in Huntington Park from January - October 2009. A total of 164 single-family homes sold during this period for a median price of \$246,000 - a \$200,000 drop in the \$450,000 median sales price recorded in 2007. Bank-owned homes comprised 28% of the homes sold, highlighting the significant impact of the foreclosure crisis on the community. Home sales data illustrates the characteristics of the housing stock as one dominated by older, smaller sized units, with the average single-family home built in 1934 and 1,280 square feet in size.

Huntington Park Home and Condominium Sales Prices (Jan - Oct 2009)

No. of Bdrms	Units Sold	Price Range	Median Price	Avg. Unit Size	Avg. Lot Size	Avg. Year Built
Single-family Homes						
1	2	\$150,000 - \$186,000	\$168,000	770 sq. ft.	3,800 sq. ft.	1932
2	74	\$110,000 - \$510,000	\$219,000	1,010 sq. ft.	5,300 sq. ft.	1929
3	58	\$124,000 - \$375,000	\$260,000	1,440 sq. ft.	5,600 sq. ft.	1936
4	27	\$107,000 - \$485,000	\$293,000	1,650 sq. ft.	5,600 sq. ft.	1942
5+	3	\$251,000 - \$347,000	\$275,000	1,790 sq. ft.	4,000 sq. ft.	1941
Total	164	\$107,000 - \$510,000	\$246,000	1,280 sq. ft.	5,400 sq. ft.	1934
Condominiums						
2	16	\$100,000 - \$267,000	\$127,000	1,020 sq. ft.	n/a	1988
3	37	\$105,000 - \$336,000	\$160,000	1,190 sq. ft.	n/a	1987
4	2	\$214,000 - \$231,000	\$222,000	1,590 sq. ft.	n/a	2001
Total	55	\$100,000 - \$336,000	\$155,000	1,150 sq. ft.	n/a	1988

Source: Dataquick, January 1, 2009 - October 31, 2009

Condominium sales have also suffered a \$200,000 drop in value to \$155,000 from the \$357,000 median sales price in 2007. Foreclosures are even more prevalent in condos than single-family homes, with 35% of the 55 units sold in 2009 bank-owned.

The following table presents the maximum affordable purchase price for moderate income households (110% AMI), and compares this with 2009 market sales prices for single-family homes and condominiums in Huntington Park. As illustrated by this table, the dramatic decline in existing housing prices has greatly enhanced the affordability of home purchase to moderate income households. For example, the maximum affordable purchase price for a three-person moderate income household is \$222,000, placing the median priced two-bedroom home (\$219,000) sold in 2009 within economic reach. As household size increases, the affordability gap between market rate single-family homes and the affordable purchase price does begin to widen, although condominiums remain within the affordable price range regardless of unit size.

Maximum Affordable Housing Cost (Moderate Income)

Moderate Income Affordable Housing Cost	2 Bedroom (3 persons)	3 Bedroom (4 persons)	4 Bedroom (5 persons)
Household Income @ 110% Median	\$61,490	\$68,310	\$73,755
Income Towards Housing @ 35%	\$21,522	\$23,908	\$25,814
Maximum Monthly Housing Cost	\$1,794	\$1,992	\$2,151
Less Expenses:			
Utilities	(\$95)	(\$115)	(\$135)
Taxes (1.1% affordable hsg price)	(\$205)	(\$225)	(\$245)
Insurance	(\$100)	(\$115)	(\$130)
HOA Fees & Other	(\$180)	(\$180)	(\$180)
Monthly Income Available for Mortgage	\$1,214	\$1,357	\$1,461
Supportable Mortgage @ 6.0% interest	\$202,000	\$226,000	\$244,000
Homebuyer Down payment (10%)	\$20,000	\$23,000	\$24,000
Maximum Affordable Purchase Price	\$222,000	\$249,000	\$268,000
Huntington Park Median Single-Family Sales Price	\$219,000	\$260,000	\$293,000
Huntington Park Median Condo Sales Price	\$127,000	\$160,000	\$222,000

Source: Karen Warner Associates

Community Development Needs

- In order to foster growth and expand employment opportunities for residents, the City of Huntington Park has focused efforts on supporting economic growth, encouraging economic diversification, and expanding employment opportunities, as well as the revitalization of the downtown. Another key aspect of the City's economic development activities includes workforce development and employment assistance.

- Employment opportunities and job training are important needs of low and moderate-income residents. Providing a range of job opportunities within a diverse local economy provides greater opportunities for lower-income persons to gain access to employment.
- Despite the City's numerous parks and recreational facilities, there is still demand for additional facilities, with the increase in the number of families with children placing added stress on recreational facilities. Many existing community facilities need upgrades, rehabilitation, and in some cases replacement to keep up with demand.
- Another need generated by the increase in families with children is childcare and preschool facilities. Affordable childcare is typically a major barrier to employment for low and moderate-income families.

Community Development and Housing Priorities

The City's 2010/11-2014/15 Consolidated Plan identifies the following priorities:

Priority Housing Needs

- Address Neighborhood Conditions and Overcrowded Housing
- Expand the Supply of Affordable Housing
- Preserve Existing Affordable Housing

Priority Homeless Needs

- Provide Support Services and Housing for the Homeless

Priority Special Needs Populations

- Provide Housing and Supportive Services for Special Needs Populations

Priority Community Facilities

- Provide for New Community Facilities and Improve the Quality of Existing Facilities

Priority Infrastructure Improvements

- Provide Needed Infrastructure Improvements in Lower and Moderate Income Areas

Priority Community Services

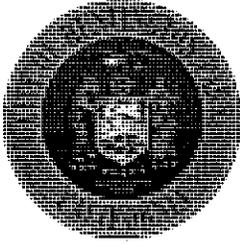
- Identify and Target Resources and Programs for Youth
- Provide Quality, Affordable Childcare Opportunities
- Address the Crime Rate, Emphasizing Activities Aimed at Reducing Juvenile Crime
- Support Affordable Health Care Services
- Provide Job Training, Placement and Career Planning Services
- Improve the City's Aesthetic Image through Community Beautification
- Provide Fair Housing and Tenant/Landlord Mediation Services

Priority Economic Development Needs

- Improve the Business Climate for Existing Businesses and Attract New Businesses

Other Priority Community Development Needs

- Provide for Necessary Planning Activities to Anticipate Future Housing and Community Development Needs



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

February 18, 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:

PROFESSIONAL SERVICE AGREEMENT WITH FIRST SOUTHWEST TO CONDUCT REVIEW AND ANALYSIS (AUDIT) OF PARTICIPANTS IN CITY'S RETIREE MEDICAL INSURANCE PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the professional service agreement with First Southwest to conduct a review and analysis (membership and participation audit) of the City's Retiree Medical Insurance Program.
2. Authorize the City Manager to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City received a proposal from First Southwest, an investment banking and financial services company, to conduct a review of the City's retiree medical insurance program. Bartel & Associates last prepared an actuarial report estimating the City's retiree medical insurance liabilities in 2011. This report is required to be performed every three years in accordance with Government Accounting Standard Board (GASB).

The recommended services under this proposal provide a new service not traditionally offered by financial firms servicing the public sector. First Southwest has proposed to provide an internal audit of the City's Other-Post Employee Benefit (OPEB) cost structure. The firm will provide a comprehensive review of the City's retiree medical insurance program, the eligibility of participants, and accuracy of payments. In other words, they will determine if retirees and their family members are alive and eligible to receive benefits; and if so, receiving the correct amounts.

PROFESSIONAL SERVICE AGREEMENT WITH FIRST SOUTHWEST TO CONDUCT REVIEW AND ANALYSIS (AUDIT) OF PARTICIPANTS IN CITY'S RETIREE MEDICAL INSURANCE PROGRAM

February 18, 2014

Page 2 of 3

FISCAL IMPACT/FINANCING

The proposed fee for services is not-to-exceed \$14,500. We expect to realize sufficient savings from this audit to cover the cost of the services. The fees will be paid from the OPEB account. Since nearly 70% of the City's OPEB cost are borne by the City's General Fund, we expect that this process will have a direct and positive impact on the City's finances.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

City staff received this proposal on an unsolicited basis and is not aware of another financial services firm that provides a similar type of internal audit. There are many firms that provide professional services related to retiree medical insurance programs. For example, actuarial firms develop reports that measure a City's OPEB liability, investment firms manage OPEB trust funds, audit firms review and report OPEB liabilities in financial statements, and investment banks issue OPEB bonds. Although many financial advisory firms can provide advice as to how to reduce liabilities or perform projections to determine the financial impact of various scenarios, these firms do not conduct internal compliance audits.

City staff is requesting that this contract be awarded on a sole source basis. The Finance Director requested bids from a number of the City's current financial services firms, all four of the firms responded that they did not provide this service:

- OPEB Actuary – Bartlel & Associates
- Auditor – Vasquez & Company
- Revenue Audit – MuniServices & HdL

CONCLUSION

Upon approval by the City Council, the City Manager shall execute the professional service agreement with First Southwest for an amount not to exceed flat rate of \$14,500.

PROFESSIONAL SERVICE AGREEMENT WITH FIRST SOUTHWEST TO CONDUCT
REVIEW AND ANALYSIS (AUDIT) OF PARTICIPANTS IN CITY'S RETIREE
MEDICAL INSURANCE PROGRAM

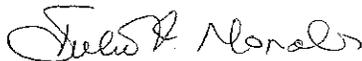
February 18, 2014

Page 3 of 3

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO F. MORALES
Director of Finance

ATTACHMENTS:

A: Agreement with First Southwest

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of **February 18, 2014**, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and FIRST SOUTHWEST ("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, the Consultant will provide professional service to prepare the conduct a review and analysis (audit) of Participants in the City's Retiree Medical Insurance Program, as specified in the "Scope of Services" 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, Consultant accepts the changes, thus 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", except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion; payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, or such other methods as may be specified in the Schedule of Compensation. Compensation includes reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses as specified in the Schedule of Compensation.

2.2 Method of Payment. Unless otherwise provided in the Schedule of Compensation, 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 required by Federal guidelines and mandates.

3.3 Force Majeure. The time period specified in the Schedule of Performance 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 November 19, 2013 and terminate on July 1, 2014 (initial term). This agreement may be extended upon mutual agreement by both parties (extended term). 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 the Schedule of Performance.

SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. **Brian L. Whitworth, Senior Vice President** 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 **René Bobadilla, 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 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 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 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.

5.10 Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, Claims or Liabilities shall be limited to the amount of Consultant's insurance.

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 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 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.

6.4 In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by

Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

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 sub-Consultants, 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 sub-Consultants 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 the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

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

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: René Bobadilla, City Manager
6550 Miles Avenue
Huntington Park, CA 90255

To Consultant: Brian L. Whitworth
First Southwest, Senior Vice President
1620 26th Street, Suite 230 South
Santa Monica, CA 90404

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.

[SIGNATURES BEGIN ON NEXT PAGE]

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

CITY:
CITY OF HUNTINGTON PARK

CONSULTANT:
FIRST SOUTHWEST

By: _____
René Bobadilla City Manager
City of Huntington Park

By: _____
Name: Brian Whitworth
Title: Senior Vice President

ATTEST:

By: _____
Rocio Martinez, Sr. Deputy City Clerk
City of Huntington Park

APPROVED AS TO FORM

By: _____
Interim City Attorney
City of Huntington Park

EXHIBIT A
SCOPE OF SERVICES



1620 26th Street
Suite 230 South
Santa Monica, CA 90404

310.401.8057 Direct
310.401.8055 Fax

Brian Whitworth
Senior Vice President

Brian.Whitworth@firstsw.com

January 22, 2014

Julio Morales
Director of Finance
City of Huntington Park
6550 Miles Avenue, Rm 116
Huntington Park, CA 90255

Dear Julio:

On behalf of First Southwest Company (“FirstSouthwest”), we appreciate the opportunity to provide general financial advisory services to the City of Huntington Park “the City” related to OPEB review and analysis. The following outlines the scope of the engagement (collectively, the “Requested Services”):

Scope of Services:

1. Review pension and OPEB data and processes, looking for any indication of overpayments, such as paying for coverage of ineligible or deceased persons.
2. Discuss potential voluntary offers to active employees or retirees to change their coverage. For example, moving to a lower cost coverage and providing a monthly or one time subsidy to the active employee or retiree; or providing a subsidy to retirees if a current beneficiary, such as a spouse, takes coverage elsewhere. If particular types of offers are of interest to the City, discuss with Counsel if requested.
3. Review the City’s documents for any areas where the City might be able to make changes to benefits (e.g., by collective bargaining, unilaterally, voluntary changes by employees or retirees). Where directed by the City, discuss with others such as Counsel.
4. Note any potential problems, or any alternative assumptions, which may be useful in the City’s OPEB actuarial study. Discuss with actuary if requested by the City.

Duration and Compensation:

This engagement shall begin upon your written acceptance below and shall remain in effect until consummation of all the Requested Services set forth above or until terminated by either party upon giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due FirstSouthwest for services provided and expenses incurred to the date of termination will be due and payable.

In consideration of providing the Requested Services, FirstSouthwest proposes **hourly fees in the table below, subject to a maximum of \$14,500**. Fees and reimbursable expenses shall be paid within thirty (30) days after receipt of an invoice therefor submitted by FirstSouthwest or as otherwise agreed to in writing. FirstSouthwest will provide any additional services to those outlined herein upon mutual agreement of the parties as to both the services to be performed and the payment of additional compensation.

Title	Standard Hourly Rate	City of Huntington Park Discounted Hourly Rate
Senior Vice President	\$350	\$295
Vice President	\$300	\$250
Asst. Vice President	\$250	\$195
Analyst and Associate	\$200	\$150

Miscellaneous:

The City of Huntington Park and FirstSouthwest acknowledge and agree that:

- Notwithstanding the foregoing, in any event regardless of the cause of action, FirstSouthwest's total liability (including loss and expense) to the City in the aggregate shall not exceed the gross amount of fees received by FirstSouthwest pursuant to this agreement. The limitations of liability set forth in this Agreement are fundamental elements of the basis of the bargain between FirstSouthwest and the City, and the pricing for the services set forth above reflect such limitations.
- This letter agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be fully performed therein.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning two copies to me.

Sincerely,

By: _____
Brian L Whitworth
Senior Vice President

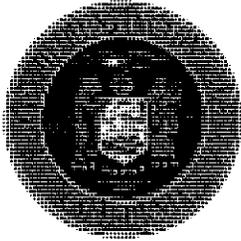
Agreed and Accepted:

By: _____

Title: _____

Name: _____

Date: _____



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

February 18, 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:

AUTHORIZATION TO PURCHASE THREE SOLAR MESSAGE SIGNS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the purchase of three Solar Message Signs for an amount not-to-exceed \$42,500.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City currently has one electronic message board that is used for various traffic-related functions. The City has a number of street repairs, street closures, special events, and traffic stops throughout the year. One sign does not allow adequate coverage (i.e., only one route); ideally, the City would like to have three more signs so it can provide messaging from all four directions: East, West, North, and South.

Moreover, the City could utilize the signs during the weekends to direct traffic to free parking lots behind Pacific Blvd, to advertise our numerous community and special events such as Town Hall Meetings, Christmas Parade, etc. Finally, the boards can serve as another method to communicate with the community about City programs such as the Parking Ticket Amnesty Program.

FISCAL IMPACT/FINANCING

The City has requested (and anticipates) approval from the Los Angeles County Metropolitan Transportation Authority (Metro) to utilize Measure R traffic fund monies. If Metro approval is not granted, the City will utilize other eligible transportation grant monies to fund these purchases, and therefore will not have an impact on the City's General Fund.

AUTHORIZATION TO PURCHASE THREE SOLAR MESSAGE SIGNS

February 18, 2014

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City solicited bids/quotes for the purchase of three solar message boards from three of the City's standard suppliers. The bids were for a National Sign Sunray 480 solar message board.

A summary of the bids is provided below, which includes shipping and tax:

- 1. JCL Traffic \$42,210.80
- 2. Roadline \$44,522.00
- 3. Zumar \$52,857.74

CONCLUSION

Upon Council approval, the City will issue a Purchase Order for the purchase of the three solar message boards.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO F. MORALES
Director of Finance

ATTACHMENTS:

- A. Purchase Order
- B. Quotes

DATE:	
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILED
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
SENIOR DEPUTY CITY CLERK	

ATTACHMENT "A"

Description: National Signal Sunray 480
Line Matrix Solar Message Sign (8) Character x (3) Lines

Vendor	JCL	Roadline	Zumar
Single Unit Price	\$ 12,908.50	\$ 13,600.00	\$ 16,094.11
3 Unit Price	38,725.50	40,800.00	48,282.33
9% Sales Tax	3,485.30	3,672.00	4,345.41
Shipping	-	50.00	230.00
Total	<u>\$ 42,210.80</u>	<u>\$ 44,522.00</u>	<u>\$ 52,857.74</u>



2334 East 8th Street, Los Angeles, CA 90021
 (213) 622-9775

Quote

Date	Quote #
2/4/2014	16

Supplies and Services

Customer Name
City of Huntington Park 6900 Bissell Street Huntington Park, CA. 90255

Ship To
Juan Preciado 323.447.6067

Rep	Project
JW	

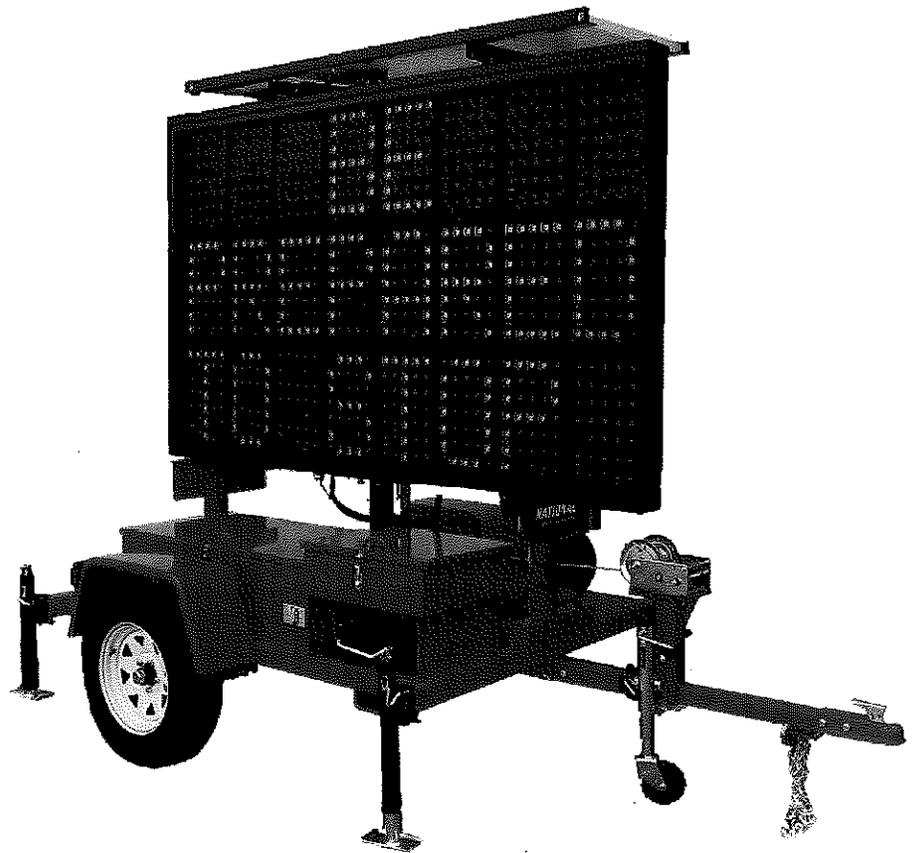
Quantity	Item	Description	Cost	Total
3	CMS Sale	National Signal Sunray 480 – Line Matrix Solar Message Sign (8) Character X (3) Lines. *Includes Training *Prices Based On The Sale Of (3) Message Boards	12,908.50	38,725.50T
			9.00%	3,485.30

Thank you for your business.	Total	\$42,210.80
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National Signal continues to innovate with the addition of our 'mid-size' message sign.

The SR480 combines the features of our large and small signs into a convenient package that delivers great legibility in a compact easy to use package. The SR480 comes equipped with 15" high characters, manual lift, or an electro-hydraulic lift option.

- *AllInGaP LED technology*
- *Environmentally friendly*
- *Cost effective*
- *Reliable and easy to operate*
- *Meet or exceed all state and federal highway MUTCD traffic safety specifications*
- *Hundreds of pre-programmed messages, MUTCD messages, and operator-created messages*
- *Replace characters without the need of tools*



With our newly positioned control there is no more kneeling or bending over to program your message.

And now, you can see your message while you program. No more walking around the sign.

Find out more about the other great features of our SR480.

Specifications

Trailer construction

Width across fenders.....	78"
Drawbar.....	2 1/2" x 2 1/2" x .187" wall steel tube / removable
Fenders.....	formed steel replaceable
Frame.....	3" x 3" x 1/8" wall tubing
Length w/ drawbar.....	137"
Length w/o drawbar.....	106"
Height sign up.....	149"
Height sign down.....	105"
Hitch.....	2" ball class II 3500 lb capacity
Jacks.....	(4) swing, (1) swing type w/ caster
Tire size.....	ST205/75-D15 load C
Weight.....	1600 lbs
Lift mechanism.....	2,500 lb with double disc brake. 1/4" diameter steel rope cable rated 4,400 lb. Electro-hydraulic optional

Batteries and Solar collectors

Batteries.....	6v or 12v deep cycle with varying options
Battery charger.....	30A fanned cooled, external plug, 45A optional
Battery enclosure.....	Lockable, ventilated, acid resistant
Solar collector.....	Crystalline silicon

Control

Type.....	Proprietary embedded fully NTCIP compliant
Dimming.....	Manual or automatic
LCD.....	4 lines, 40 characters per line, backlit
Remote Comm.....	Cellular capable Message scheduling..... 36 events
Messages.....	50 user programmable (4 pages each), 300 pre-programmed including MUTCD symbols and arrows

Display

Pixel matrix SR480.....	7 rows by 5 columns, 8 characters per line, 3 lines
Character size.....	15" fonts
LED's.....	590 nm amber, 5 per pixel
Brightness.....	Manual/automatic 31 levels
Photo Sensor.....	shielded from extraneous light
Enclosure.....	Aluminum, finished powder coated black
Sign dimensions.....	59" high by 96" wide

Options

- Combo hitch 2" ball & 3" pintle ring
- Cellular phone for remote operation
- Electro hydraulic lift
- Speed detection
- Wheel locks

Specifications subject to change any time without notice. Copyright 2012 National Signal, Inc. All rights reserved. Printed in the United States.

National Signal Inc.
 2440 Artesia Avenue
 Fullerton, CA 92833

Telephone
 (888) 994-0300
 (714) 441-7707

info@nationalsignalinc.net

ATTACHMENT "B"

United Traffic Services & Supply
 14000 East Valley Blvd.
 City of Industry, CA 91746

Quote

Date	Estimate #
2/7/2014	7067

Name / Address
City of Huntington Park 6900 Bissell Street Huntington Park, CA 90255

Terms	Rep	Job #	PO#
Net 30	KH		

Item	Description	Qty	Cost	Total
001-11	National Signal Sunray 480 Solar Powered Line Matrix Portable Changeable Message Sign ** FREE DELIVERY **	3	14,490.00	43,470.00

			Subtotal	\$43,470.00
--	--	--	-----------------	-------------

QUOTE ENTERED BY:

Sales Tax (9.0%)	\$3,912.30
-------------------------	------------

Phone #	Fax #
626-961-5736	626-961-4746

Total	\$47,382.30
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**** ALL SALES ARE FINAL ****



Quotation

9719 S. Santa Fe Springs Road
Santa Fe Springs, CA 90670
Phone 800-654-7446
Fax 562-941-4643

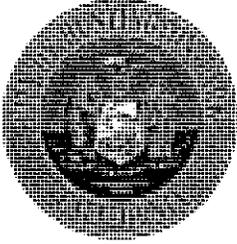
DATE 5-Feb-14
Quotation # 1
Purchase Order #

Account #:
Customer: City of Huntington Park
Attention: Juan

Quotation Validity: 60 Days
Prepared by: Erick Gustafson

Thank you for the opportunity to submit the following quotation:

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
3	NATIONAL SIGNAL MODEL SUNRAY 480 TRAILER MODEL MESSAGE BOARD	\$16,094.11	\$48,282.33
Sub Total			\$48,282.33
Tax			\$4,345.41
Freight			\$230.00
Total			\$52,857.74



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 18, 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:

**PROFESSIONAL SERVICE AGREEMENT WITH KAREN WARNER ASSOCIATES
TO PREPARE THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI)
REPORT FOR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(HUD)**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the professional service agreement with Karen Warner Associates to prepare the Analysis of Impediments to Fair Housing Choice (AI) for the Department of Housing and Urban Development (HUD).
2. Authorize the City Manager to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Through a request for proposals (RFP) Karen Warner Associates (KWA) was selected to prepare the City's Analysis of Impediment for Fair Housing Choice for an amount not to exceed \$29,665.

The City is required to prepare an Analysis of Impediment for Fair Housing Choice (AI) for the Department of Housing and Urban Development (HUD) every five years to evaluate potential impediments in both the private and public sectors in equal housing opportunities in Huntington Park, and to develop recommendations to address such impediments. The AI involves:

**PROFESSIONAL SERVICE AGREEMENT WITH KAREN WARNER ASSOCIATES
TO PREPARE THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI)
REPORT FOR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(HUD)**

February 18, 2014

Page 2 of 3

1. A comprehensive review of Huntington Park's laws, regulations, and administrative policies, and procedures;
2. An assessment of how those laws affect the location, availability, and accessibility of housing; and
3. An assessment of conditions, both public and private, affecting fair housing choice typically through an interview process conducted randomly with property owners/managers.

This AI will cover the Consolidated Plan for Fiscal Years (FY) 2010-2015. In FY 2015 the City will be required to prepare and update of the AI with the new HUD requirements and electronic submittal.

FISCAL IMPACT/FINANCING

These services have been approved in the Fiscal Year 2013-2014 Community Development Block Grant (CDBG) and HOME Grant budgets. These fees will be paid under the administration cost allowance under each respective program:

1. CDBG
2. HOME

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 13, 2012, the City issued a Request for Proposals (RFP) to qualified firms with experience in preparing AI. The RFP requested that all firms provide a fixed fee for the preparation of the AI.

Staff received proposals from four firms with various levels of housing experience and knowledge of Federal requirements necessary to prepare an Analysis of Impediment. Staff reviewed all of the written proposals, evaluating the firms based on their experience, assigned personnel, and flat fees. Staff requested an update of fee proposals in November 2013 – all fees remained the same.

One of the four bids was from a contractor currently serving in a supervisory capacity for the City's Community Development Department and therefore was disqualified from the process – even though this individual provided the lowest fee bid. The second lowest bid was not consider because staff felt the fees were unrealistically low and the firm lacked significant experience.

The two remaining bids were from reputable firms with extensive experience in preparing AI reports. Staff recommends the selection of KWA for the following reasons:

PROFESSIONAL SERVICE AGREEMENT WITH KAREN WARNER ASSOCIATES TO PREPARE THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI) REPORT FOR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

February 18, 2014

Page 3 of 3

1. Experience preparing City's prior AI in 2007
2. Understanding of City's Programs: prepared Housing Element & Housing Strategy and Consolidated Plan
3. Lower Fee proposal (\$29,665 vs. \$36,250)

It is important to note that the preparation of the AI was slated for December of 2014. Although this is not a hard deadline, City staff would like to proceed with the preparation of this report as soon as possible to remain in good standing with HUD.

CONCLUSION

Upon approval by the City Council, the City Manager shall execute the professional service agreement with KWA for an amount not to exceed flat rate of \$29,665.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO MORALES
Director of Finance

ATTACHMENTS:

A: Agreement with Karen Warner Associates

DATE:	
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILED
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
SENIOR DEPUTY CITY CLERK	

ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of **February 18, 2014**, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and KAREN WARNER ASSOCIATES, INC., 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 service to prepare the Analysis of Impediments to Fair Housing Choice (AI) for the Department of Housing and Urban Development (HUD), 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 Twenty Nine Thousand Six Hundred Sixty Five Dollars (\$29,665), except as provided in Section 1.2. The method of compensation set forth in Exhibit A may include a lump sum payment upon completion, 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 February 18, 2014 and terminate on July 1, 2014 (initial term). This agreement may be extended upon mutual agreement by both parties (extended term). 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. **Karen Warner, 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 **René Bobadilla, 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: René Bobadilla, City Manager
6550 Miles Avenue
Huntington Park, CA 90255

To Consultant: Karen Warner Associates
Karen Warner, Principal
882 N. Holliston Avenue
Pasadena, CA 91104

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

KAREN WARNER ASSOCIATES, INC.

By: _____
René Bobadilla City Manager,
City of Huntington Park

By: _____
Name: Karen Warner
Title: President

ATTEST:

By: _____
Rocio Martinez, Senior Deputy City Clerk,
City of Huntington Park

APPROVED AS TO FORM

By: _____
City Attorney, City of Huntington Park

EXHIBIT A
PROPOSAL

**City of Huntington Park
REQUEST FOR PROPOSALS**

Cover Sheet

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Legal Name of Proposer Karen Warner Associates, Inc.

Address 882 N. Holliston Ave City Pasadena Zip 91104

Executive Director/
Chief Executive Officer Karen Warner Telephone 626-791-5596

Contact Person Same Telephone Same

Proposer's Cost for Services \$ 29,665

The above named proposer hereby submits a proposal for funding from the City of Huntington Park pursuant to a Request for Proposal (RFP). The proposer warrants that all information in the proposal package is true to the best of his/her knowledge and belief. The proposer further agrees to abide by all conditions and requirements in the RFP. The proposer also understands that this proposal is the proposer's entire proposal and cannot be amended after submission, except as provided for in the RFP.

Authorized Signature Karen Warner Title President

Name/Title of
Authorized Signatory President

PROPOSAL SUBMISSION DEADLINE: 11/4/13

Submit to:
City of Huntington Park
Community Development Department
6550 Miles Avenue
City of Huntington Park

Attention: Manuel Acosta, Housing and Community Development Manager

For Office Use Only

Date Received: _____ By: _____



KAREN WARNER ASSOCIATES

November 4, 2013

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

Re: Analysis of Impediments to Fair Housing Choice (AI) Proposal

Dear Mr. Acosta,

Thank you for extending the opportunity to Karen Warner Associates (KWA) to submit a proposal to update the City's Analysis of Impediments to Fair Housing Choice (AI). I am very familiar with housing issues in Huntington Park, having prepared the City's last two Housing Elements, as well as the City's Consolidated Plan, Fair Housing Assessment, and Redevelopment Housing Implementation Plan.

The proposed KWA project team for the Huntington Park AI will consist of myself as project manager and primary author of the document, and Lorraine Mendez offering project support. Jack Humphrey will also provide GIS mapping services for the project.

I am very interested in continuing to work in Huntington Park, and look forward to hearing from you soon.

Sincerely,

Karen A. Warner, AICP

attachments: KWA AI Proposal - 4 sets
Burbank 2009-2014 AI



Proposal for

**CITY OF HUNTINGTON PARK
ANALYSIS OF IMPEDIMENTS TO FAIR
HOUSING CHOICE**

November 4, 2013

KAREN WARNER ASSOCIATES, INC.



KAREN WARNER ASSOCIATES

**CITY OF HUNTINGTON PARK
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE
PROPOSAL**

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Appendix - Statement of Qualifications
Karen Warner Associates, Inc.
Lorraine Mendez Associates

Attachment – Burbank 2009-2014 Analysis of Impediments to Fair Housing Choice
(Example AI prepared by KWA)

1. STATEMENT OF QUALIFICATIONS

Karen Warner Associates, Inc.
882 N. Holliston Avenue
Pasadena, Ca 91104
(626)791-5596 (phone and FAX)
Primary contact: Karen Warner, AICP

Karen Warner Associates, Inc. (KWA) specializes in providing housing policy consulting services to municipal clients. Ms. Warner offers over twenty-five years of experience in preparing a wide range of housing studies including Housing Elements, Consolidated Plans, Analysis of Impediments to Fair Housing Choice (AI), needs assessments, affordable housing strategies, and inclusionary housing studies. She has been involved in preparing over a dozen AIs, including for the cities of Burbank, Glendora, Huntington Park, Santa Clarita and Santa Monica, and for the City of Bakersfield which received a "best practices" accommodation from HUD. Ms. Warner is very familiar with Huntington Park's housing activities, having prepared the City's Affordable Housing Strategy, Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Housing Element and Redevelopment Housing Implementation Plan, as well as maintaining responsibility for oversight of the City's CDBG and HOME programs.

Lorraine Mendez will join the KWA team for the Huntington Park AI. Ms. Mendez has successfully teamed with KWA on numerous projects, including Huntington Park's most recent Consolidated Plan, and is currently working with Ms. Warner is preparing the AI for the City of Burbank. Ms. Mendez is also actively involved in the ongoing administration of Huntington Park's CDBG and HOME programs.

PROJECT STAFFING

Karen Warner, AICP will be the principal consultant on this project. She will serve as the project manager on the Huntington Park AI, will be the primary author of the document, and will maintain responsibility for compliance with HUD regulations.

Lorraine Mendez will serve as a subconsultant to KWA on this effort and will assist in various aspects of research, stakeholder interviews and document preparation. Ms. Mendez will assist Ms. Warner in conducting the public outreach component of the AI.

Jack Humphrey of Diversa Consulting will also serve as a subconsultant to KWA and will be responsible for the GIS mapping component of the Plan.

Statement of Qualifications for Karen Warner Associates and Lorraine Mendez Associates are included in the Appendix of the proposal. A sample AI Ms. Warner prepared for the City of Burbank is included under separate cover.

REFERENCES

- | | |
|---|---|
| 1. Maribel Leyland
Manager
Burbank Housing Authority
(818)238-5160
MLeyland@burbank.ca.gov | Marcos Gonzalez
Housing Grants Manager
Burbank Community Development Dept
(818)238-5160
MGonzalez@burbank.ca.gov |
|---|---|

*Projects: 2014, 2009, 2004 Analysis of Impediments to Fair Housing Choice
2013, 2008, 2003 Consolidated Plans
2009 and 2004 Redevelopment and Housing Implementation Plans
2008-2014 Housing Element
2006 Inclusionary Housing Study and Ordinance
2003 Blue Ribbon Task Force and Affordable Housing Strategy
Housing Profile/Market Study (annual updates)*

- | | |
|--|--|
| 2. James Kemper
Housing Administrator
City of Santa Monica
(310)434-2647
james.kemper@smgov.net | Liz Bar-El, AICP
Senior Planner
City of Santa Monica
(310)458-8341
liz.bar-el.smgov.net |
|--|--|

*Projects: 2013 Analysis of Impediments to Fair Housing Choice
2013-2021 Housing Element*

- 3. Joann Patton**
Housing Programs Coordinator
City of Glendora
(626)852-4843

Project: 2011-2015 Analysis of Impediments to Fair Housing Choice

II. WORK PLAN AND PERFORMANCE SCHEDULE

Pursuant to 24 CFR 91 and HUD's Fair Housing Planning Guide, the Huntington Park Analysis of Impediments to Fair Housing Choice (AI) will include a comprehensive examination of the City's community profile, assessment of City's fair housing status and programs, analysis of potential impediments, and fair housing plan presenting the AI's conclusions and recommendations. Based on KWAs extensive experience in preparing AIs, and incorporating the components identified in the City's RFP, we have developed the following document outline which addresses all the required AI components, and forms the basis of the scope of work.

PROPOSED AI OUTLINE AND SCOPE OF WORK

Executive Summary

Impediments Found and Actions to Address Impediments
2011-2015 Fair Housing Action Plan (*Matrix*)

I. Introduction

- A. Purpose of the Report
- B. Defining Fair Housing
- C. Organization of the Report
- D. Data Sources
- E. Community Participation
- F. Preparers of the Report

II. Community Profile

- A. Demographic Profile (*Maps: Racial/ethnic concentrations*)
- B. Household Profile (*Maps: Senior Households; Family Households*)
- C. Income Profile (*Maps: Low/Moderate Income Concentrations*)
- D. Housing Profile (*Maps: Owner-Occupied Housing; Renter-Occupied Housing*)
- E. Public, Assisted and Accessible Housing Profile (*Map: Assisted Housing in relation to low/mod areas*)
- F. Residential Care Facilities Profile (*Maps: Licensed Community Care Facilities in relation to low/mod areas*)
- G. Transportation Profile (*Maps: Public Transit Routes in relation to major employers, and public/assisted housing*)
- H. Employment Profile
- I. Community Facilities

III. Fair Housing Profile: Evaluation and Assessment

- A. Fair Housing Services
 - 1. Education and Outreach
 - 2. Presentations and Trainings
 - 3. Monitoring Real Estate and Lending Practices
 - 4. Investigative Testing and Auditing
 - 5. Enforcement and Trends
 - 6. Fair Housing Legal Suits
- B. Landlord/Tenant Services
- C. Community and Agency Input on Fair Housing Issues and Trends

IV. Identification of Impediments

A. Public Sector

1. Local Zoning, Building and Occupancy Codes (provisions for group homes and supported living facilities, handicapped accessibility and reasonable accommodation, visitability in housing, definition of "family", age-restricted housing, second units, transitional housing and emergency shelters)
2. Provision for a Variety of Housing Types
3. Administrative Policies Concerning Community Development and Housing Activities
4. Moratoriums/Growth Management
5. Development Fees/Assessments
6. Community Representation on Planning and Zoning Boards

B. Private Sector

1. Real Estate Associations and Practices
2. Apartment Associations
3. Mortgage Lending Practices (*Maps: HMDA data on loan denials by census tract and loan type*)
4. Covenants, Conditions, and Restrictions (CC&Rs)

V. Conclusions and Recommendations

- A. Status of Addressing Impediments Identified in Huntington Park 2007 AI
- B. Summary of Conclusions/Findings
- C. Recommendations for Addressing Impediments

ELABORATION OF KEY TASKS

The following elaborates on KWA's approach to addressing the several of the key components of the AI: 1. Review of lending practices; 2. Review of group homes and supported living facilities; 3. Review of patterns of occupancy in Section 8 and assisted housing; 4. Conclusions and recommendations; 5. Community participation; and 6. GIS Mapping.

Task 1- Review lending practices and policies for impediments to housing choice.

This section of the AI will review the most recent year HMDA data (currently 2011) for Huntington Park census tracts to assess the availability of financing for home purchase, refinance and home improvement loans. Loan denial rates will be compared with LA County, as well as earlier years HMDA data for Huntington Park to assess trends. Tract population characteristics (income and minority percentages) will be evaluated for any census tracts evidencing high loan denial rates.

HMDA data will also be used to identify the ten most active residential lending institutions in Huntington Park, and the status of mortgage loan denials of each institution both Citywide and by census tract. The number of high cost (i.e. subprime) mortgage loans made by each of these institutions in Huntington Park will also be identified, along with their CRA ratings.

Based on the outcome of the above analysis, KWA will develop recommendations for inclusion in the AI to address any identified impediments to access to mortgage financing.

Task 2 – Review existence of group homes and supported living facilities.

HUD FHEO has released the detailed checklist they utilize to evaluate this section of the AI. Using the HUD checklist as a guide, this section will address the following:

- ✓ Zoning definition of "family" and "disability"
- ✓ Use of "boarding or rooming house" to limit housing for persons with disabilities
- ✓ Zoning provisions/restrictions for on-site supportive services in conjunction with residential use
- ✓ Provisions for reasonable accommodation for persons with disabilities
- ✓ Standards and amenities required for handicapped parking
- ✓ Zoning provisions for age-restricted housing
- ✓ Occupancy standards
- ✓ Zoning and Building Code references to accessibility requirements under Fair Housing Act, and provisions for monitoring compliance

Based on the outcome of the above analysis, KWA will develop recommendations to address identified impediments to fair housing choice for persons with disabilities.

Task 3 – Review patterns of occupancy in Section 8 and Assisted Rental Housing.

This task will involve obtaining Section 8 data from the Los Angeles Housing Authority for Huntington Park's census tracts, and evaluating by race/ethnicity and household type (senior, disabled, family) to identify potential disparities and/or concentrations. *(The level of detail in this analysis will depend on the availability of data provided by the LACDC).* LACDC's Five-Year Public Housing Agency Plan will be reviewed to document the Agency's tenant application, selection and assignment policies. KWA will interview LACDC staff to assess additional steps being taken to promote housing choice for Section 8 tenants.

Based on the outcome of this analysis, KWA will develop recommended actions for the City and LACDC to undertake to address any identified impediments.

Task 4 – Conclusions and Recommendations.

A key component to this update will be to evaluate the City's progress in implementing its current 2007 AI and to assess the effectiveness of recommended actions in remedying fair housing constraints. In addition to review of the current AI's recommendations, KWA will provide additional recommendations based on the findings of the updated AI and community/agency input. An executive summary will clearly layout identified impediments and recommended actions, and can be formatted for use as a stand-alone document for public dissemination. Pursuant direction from HUD Fair Housing (FHEO), the following AI Summary Matrix will be incorporated into Huntington Park's 2014-2018 Fair Housing Action Plan, and can be used as part of the City's reporting in its CAPER.

CITY OF HUNTINGTON PARK FAIR HOUSING ACTION PLAN 2014-2018							ACCOMPLISHMENTS REPORTED IN ANNUAL CAPER	
Impediment to be addressed (by degree of importance)	Goals	Activities/strategies to meet goals	Responsible entities assigned to meet goals	Benchmark (which year of Con Plan)	Proposed investment (amount and funding source)	Year to be completed (is it in Con Plan action plan goals?)	Month/Year Action taken	If not addressed, explanation as to why and when

Task 5 – Mapping.

The AI will make extensive use of GIS mapping to allow analysis of geographic relationships among different housing variables. The following maps will be included in the AI, with electronic files provided to the City:

- *Racial/Ethnic concentrations*
- *Senior Households*
- *Family Households*
- *Low/Moderate Income Concentrations*
- *Owner-Occupied Housing*
- *Renter-Occupied Housing*
- *Assisted Housing in relation to Low/Mod areas*
- *Licensed Community Care Facilities in relation to Low/Mod areas*
- *Public Transit Routes in relation to Major Employers and Assisted Housing*
- *Residential Lending Activity and Loan Denials*

Task 6 – Community Participation and Consultation.

KWA will assist staff in conducting community outreach and consultation in support of the AI. We recommend conducting a "consultation workshop" dedicated to fair housing issues early during the preparation of the AI. The purpose of the workshop will be to solicit input from fair housing providers, realtors, lenders, affordable housing providers, disability advocacy groups, and agencies representing special needs populations regarding what they see as the critical fair housing issues facing the community, as well as potential suggestions to address these impediments. Input from this workshop will help to direct the focus of study for the AI.

In addition to the workshop, KWA will conduct stakeholder interviews with key City Departments and outside agencies to discuss issues related to fair housing.

Upon completion of the draft AI, the document will be made available for public review for a period of 30 days and placed in key public locations throughout Huntington Park. At the end of the 30 day review period, KWA will assist staff in conducting a public hearing before the City Council to present the AI findings and recommendations.

PROJECT SCHEDULE

The number of days required to complete Huntington Park's Draft and Final AI is as follows:

Screen Draft AI	75 days to complete
Public Review Draft AI	7-10 days upon receipt of staff comments
Final Adopted AI	7 days after adoption by City Council

Assuming a project start date in January, community and Agency input meetings during February and March, and a two week turn around for staff comments on the screen draft AI, we have developed the following proposed project schedule. Upon finalization of the AI contract and scope of work, the project schedule will be refined with specific meeting dates, etc. KWA has an excellent reputation for keeping projects on track, and offers the full commitment of staff throughout the project to ensure a successful program.

Finalize AI Contract and Scope of Work	December 2013
Project Initiation/Kick-Off Meeting with Staff	January 2014
City/Agency Interviews	February-March
AI Stakeholders Consultation Workshop	March
Screen Draft AI	early April
Draft AI <i>30 day public review</i>	late April
City Council public hearing/adoption	July

III. PROPOSED PRICE

The budget on the following page presents the fixed fee cost to complete the base Scope of Services outlined in our proposal for the Huntington Park AI. As presented, the total fee to complete the AI is \$29,665.

KWA will be responsible for all data compilation and will limit reliance on staff to provision of available documents, identification of City and agency contacts, and public notification. We will, however, expect to coordinate with staff during key aspects of AI, such as during organization and advertisement of public meetings, development of AI recommendations, and in review of the draft document.

The fixed fee amount includes the following meetings and products. Additional meetings shall be reimbursed on a time and materials basis.

Meetings

- ✓ Consultation Workshop with Stakeholders (1)
- ✓ Interviews with Stakeholders
- ✓ Public Hearing before City Council (1)
- ✓ Two Meetings with Staff

Products

- ✓ Consultation workshop invitation and meeting flyer
- ✓ Powerpoint presentations
- ✓ Screencheck Draft AI (*electronic copy*)
- ✓ Public Review Draft AI (*electronic copy, 1 reproducible and 5 bound copies*)
- ✓ Final, Adopted AI (*electronic copy, 1 reproducible and 5 bound copies*)

PROPOSED PROJECT BUDGET

	<u>Staff Person</u>	<u>Warner</u>	<u>Mendez</u>	<u>Graphics</u>	<u>Word</u>	<u>TOTAL</u>
	<u>Hourly Rate</u>	<u># hours</u>	<u># hours</u>	<u># hours</u>	<u>Processing</u>	
					<u>\$35</u>	
					<u># hours</u>	
<u>Community Outreach/Meetings</u>						
Consultation Workshop*		10	8	4		\$1,970
City/Agency Interviews		6	10			\$1,450
City Council Public Hearing		5				\$625
Staff Meetings (2)		6	4			\$1,030
<u>All document</u>						
Executive Summary		8				\$1,000
Introduction		4				\$500
Community Profile		20	40	16	8	\$6,220
Fair Housing Profile		20	32		8	\$5,020
Identification of Impediments		32	32	6	8	\$6,760
Conclusions and Recommendations		24	16		4	\$4,260
SUBTOTAL		135	142	26	28	\$28,835
Document Reproduction (11 copies @ \$30 ea)						\$330
Travel/Phone/Misc						\$500
PROJECT TOTAL						\$29,665

*Reflects meeting time and preparation, including time involved in developing mailing list, workshop invitation and flyer, Powerpoint presentation and summary of results.

APPENDIX

STATEMENT OF QUALIFICATIONS



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
Redevelopment Housing Plans
Fair Housing Assessments

Special Housing Studies

Inclusionary Zoning Studies
Density Bonus Ordinances
Condo Conversion Studies
Housing Program Design
Affordable Housing Review

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 redevelopment 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
MERC 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

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
- Highly valued and effective employee and supervisor
- Work proficiently in group settings as well as independently

EMPLOYMENT HISTORY

July 2006 – Present: Consultant with Karen Warner Associates, Inc.

City of Huntington Park, Huntington Park CA

- Assist in on-going administration of CDBG and 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.

***March 2010 – Present: Principal, Lorraine Mendez & Associates
City of Westminster, Westminster CA***

- Contract lead for comprehensive administration of CDBG and HOME programs, including:
 - ⇒ Preparation of required annual reports to HUD
 - ⇒ Maintaining project files for HUD-funded projects
 - ⇒ On-site monitoring of subrecipients and HOME funded affordable housing
 - ⇒ Financial management responsibilities, preparation of fiscal budgets

***June 2013 – Present: Principal, Lorraine Mendez & Associates
City of Huntington Beach, Huntington Beach CA***

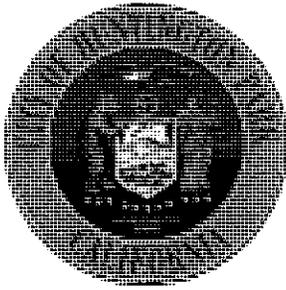
- Contract lead for comprehensive administration of CDBG and HOME programs

***January 2007 – June 2013: Sub-Consultant on Various Community Development Assignments
Cities of Burbank, Indio, Garden Grove, Santa Clarita, and Huntington Beach***

- *November 2012 – June 2013:* Assisted Karen Warner Associates with preparation of the 2013/14 – 2017/18 Burbank Consolidated Plan utilizing HUD's new e-Con Planning Suite electronic format.
- *January 2009 – May 2009:* Assisted Castaneda & Associates with the development 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 the Garden Grove Community Development Agency's affordable housing agreements to ensure compliance with Federal HOME regulations.
- *January 2007 – June 2007:* Prepared 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 Huntington Beach Housing Element.

***October 2000 – June 2005: Administrative Analyst
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.



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 18, 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 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM FOR A DOWNTOWN HUNTINGTON PARK SPECIFIC PLAN UPDATE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the Resolution authorizing the submission of a Planning Grant application to the State of California Strategic Growth Council for the preparation of a Downtown Huntington Park Specific Plan Update.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The State of California Strategic Growth Council (SGC) has released a planning grant and incentive program to fund the development and implementation of plans that reduce greenhouse gas emissions (GHGs) and other sustainability objectives. The Sustainable Communities Planning Grant and Incentives Program provides an opportunity to improve and support infill development and equity through improvement of existing infrastructure. It is designed to help local governments meet the challenges of adopting land use plans and integrating strategies to transform communities and create long-term prosperity. Sustainable communities shall promote equity, strengthen the economy, protect the environment, and promote healthy, safe communities.

The City intends to submit a grant application to request funding for the planning and preparation of a Downtown Huntington Park Specific Plan Update. The Specific Plan update will address compliance with recent GHG emission legislations (Assembly Bill 32 and Senate Bill 375). The Specific Plan will be based upon sustainability and GHG emission reduction strategies, advocating a new urban form that is compact and less reliant on the private automobile. The built environment will result in greater densities through the incorporation of transit-oriented development standards. The City is in the process of completing a Revitalization Strategy for Downtown Huntington Park. The

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM FOR A DOWNTOWN HUNTINGTON PARK SPECIFIC PLAN UPDATE

February 18, 2014

Page 2 of 3

Specific Plan Update will also implement the goals and objectives of the Revitalization Strategy. The Specific Plan will have key indicators that will be monitored on a regular basis to measure its rate of implementation resulting in GHG emission reduction.

The Grant Program presents an excellent opportunity for the City to not only improve the existing Downtown Specific Plan, which is outdated and may not properly address the community's current conditions, but also to incorporate principles that will promote sustainability, livability, mobility, and actively reduce constraints to these objectives.

The City recognizes the value of working in cooperation with the community and maintaining an open forum; therefore a comprehensive and extensive public outreach strategy will be developed to seek public input on the Specific Plan Update. Community stakeholders will be engaged to identify, analyze, and evaluate the various potential courses of action and the respective benefits and impacts. This will ensure that the Specific Plan incorporates actions which present the most benefits and opportunities for economic development, job creation, housing affordability, and public transit accessibility for the community.

FISCAL IMPACT/FINANCING

There is no direct fiscal impact to the City's General Fund for the preparation of the Grant application, other than staff time. In addition, if awarded, the local match required by the Grant Program will be waived due to Huntington Park qualifying as an Environmental Justice (EJ) community.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Funded grant activities are intended to achieve the following Program Objectives:

- a. Improve air and water quality
- b. Promote public health
- c. Promote equity
- d. Increase housing affordability
- e. Increase infill and compact development
- f. Revitalize urban and community centers
- g. Protect natural resources and agricultural lands
- h. Reduce automobile usage and fuel consumption
- i. Improve infrastructure systems
- j. Promote water conservation
- k. Promote energy efficiency and conservation
- l. Strengthen the economy
- m. Reduce greenhouse gas emissions

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM FOR A DOWNTOWN HUNTINGTON PARK SPECIFIC PLAN UPDATE

February 18, 2014
Page 3 of 3

The minimum grant amount is \$50,000 and the maximum is \$500,000. Twenty-five percent of the total funding cycle (\$16 million) is set aside for proposals that target EJ communities, such as Huntington Park. At least five percent of the requested grant amount must be in the form of cash; the balance may be in the form of in-kind service, such as staff time. The grant's standard local match requirement will be waived because Huntington Park qualifies as an Environmental Justice community.

CONCLUSION

Upon City Council authorization, staff will develop and submit the Planning Grant application to the Strategic Growth Council for the preparation of a Downtown Huntington Park Specific Plan Update.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JAMES A. ENRIQUEZ, P.E.
Director of Public Works/City Engineer

ATTACHMENTS

A: Proposed Resolution

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

1 RESOLUTION NO. _____

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK
3 APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE SUSTAINABLE
4 COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM UNDER THE SAFE
5 DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND
6 COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)

7 WHEREAS, the Legislature and Governor of the State of California have provided
8 funds for the program shown above; and

9 WHEREAS, the Strategic Growth Council has been delegated the responsibility for
10 the administration of this grant program, establishing necessary procedures; and

11 WHEREAS, said procedures established by the Strategic Growth Council require a
12 resolution certifying the approval of application(s) by the Applicants governing board before
13 submission of said application(s) to the State; and

14 WHEREAS, the applicant, if selected, will enter into an agreement with the State of
15 California to carry out the development of the proposal.

16 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
17 PARK DOES HEREBY RESOLVE AS FOLLOWS:

18 SECTION 1. The City Council adopts the above recitals as its findings;

19 SECTION 2. The City Council approves the filing of an application for the Downtown
20 Huntington Park Specific Plan Update (Proposal) in order to become a sustainable
21 community;

22 SECTION 3. The City Council certifies that applicant understands the assurances
23 and certification in the application, and

24 SECTION 4. The City Council certifies that applicant or title holder will have
25 sufficient funds to develop the Proposal or will secure the resources to do so, and

26 SECTION 5. The City Council certifies that the Proposal will comply with any
27 applicable laws and regulations.

28 SECTION 6. The City Council appoints the City Manager, or designee, as agent to
conduct all negotiations, execute and submit all documents including, but not limited to

1 applications, agreements, payment requests and so on, which may be necessary for the
2 completion of the aforementioned project.

3 **SECTION 7.** The City Clerk shall certify to the adoption of this Resolution, which
4 shall be effective upon its adoption.

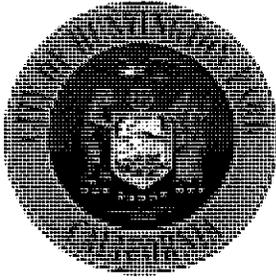
5 **PASSED AND ADOPTED** this _____ day of _____, 2014.
6

7 **CITY OF HUNTINGTON PARK:**
8

9
10 _____
11 Mario Gomez, Mayor
12

13 **ATTEST:**
14

15
16 _____
17 Rocio Martinez, Senior Deputy City Clerk
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CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 18, 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:

AUTHORIZE THE AWARD OF THE CONSTRUCTION OF THE CITY-WIDE LIGHT EMITTING DIODE (LED) STREET LIGHT RETROFIT AND UPGRADE PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Find the bids from Sierra Pacific Electrical Contracting, Inc., for \$430,350.00; Lighting Technology Services, Inc., for \$718,917.00; and PTM General Engineering Service, Inc., for \$759,200.00 nonresponsive as these bidders did not submit all the documentation required by the bid solicitation;
2. Award and authorize the City Manager to execute a construction contract with Flatiron Electric Group, Inc. in the amount of \$583,600.00;
3. Authorize the City Manager to approve and execute a professional services agreement with AIM Consulting Services for construction management and inspection services for this project, for a not-to-exceed fee of \$29,925;
4. Authorize the City Manager to execute a Purchase Order with Winterland, Inc. for the purchase of Tivoli style LED light strands for the downtown area on Pacific Boulevard for a not-to-exceed amount of \$30,460.93; and
5. Approve the updated Total Project Budget as presented in Attachment A.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the City Council for the award of a public works construction contract for the subject project and authorize the City Manager to execute the contract documents. This includes establishing an effective contract date following receipt of approved Faithful Performance and Labor and Materials Bonds and an insurance certificate from the contractor.

AUTHORIZE THE AWARD OF THE CONSTRUCTION OF THE CITY-WIDE LIGHT EMITTING DIODE (LED) STREET LIGHT RETROFIT AND UPGRADE PROJECT

February 18, 2014

Page 2 of 4

On November 4, 2013, the City Council approved the subject project and authorized the City Manager to advertise the project for construction. The project was advertised on January 23, 2014 and bids were opened on February 10, 2014.

Nine bids were received and reviewed for conformance with the bid solicitation documents. Based on this review, staff recommends award to Flatiron Electric Group, Inc. The recommended construction management and inspection service by AIM Consulting Services is recommended to ensure the project is completed within an aggressive schedule and in accordance with the specifications by providing an experienced electrical inspector to monitor the contractor's work.

In addition, the recommended purchase order with Winterland, Inc. is for the purchase of Tivoli style light strands that will be strung across Pacific Boulevard, diagonally between the existing decorative street lamps. The light strands consist of LED lit clear globes on a wire strand and will increase the safety of the street by providing increased lighting for pedestrians and vehicles. The lights will be installed on Pacific Boulevard between Florence Avenue and Randolph Avenue.

The project and the installation of the lights on Pacific Boulevard will be completed by May 30, 2014.

FISCAL IMPACT/FINANCING

There will be no impact to the General Fund as a result of this action. The cost of the proposed project will be covered entirely by Proposition 1B funds received from the State of California in the amount of \$965,000.

In addition, the City will be pursuing rebates from Southern California Edison for the LED streetlight fixtures that will further reduce the cost of the project. The completed project will result in an annual energy savings of as much as 50%, a savings of approximately \$130,000 per year.

The Total Project Budget remains at \$965,000 as presented in Attachment A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Public Contracting Code requires the City to award construction contracts to a responsible contractor with the lowest responsive bid, which is defined as the firm that: (1) submits the bid with the lowest cost; (2) is deemed by the City to be responsive to the specific criteria and requirements under the bid solicitation including, but not limited to, licensure, bonding, and insurance requirements; and (3) is determined by the City to be a responsible bidder by exhibiting the capability, capacity, experience, trustworthiness, and financial wherewithal to perform the work required under the bid solicitation.

AUTHORIZE THE AWARD OF THE CONSTRUCTION OF THE CITY-WIDE LIGHT EMITTING DIODE (LED) STREET LIGHT RETROFIT AND UPGRADE PROJECT

February 18, 2014

Page 3 of 4

The contract agreement and professional services agreement have been approved as to form by the City Attorney.

CONTRACTING PROCESS

City-wide LED Street Light Retrofit and Upgrade Project

In accordance with established City protocol, the City of Huntington Park Municipal Code, and the California Public Contract Code, this project was contracted on an open competitive bid basis. A request for sealed bids was published on January 23, 2014 and sealed bids were publicly opened on February 10, 2014. Nine bids were received as follows:

1. Sierra Pacific Electrical Contracting, Inc. (\$430,350.00) - **Nonresponsive**
2. Flatiron Electric Group, Inc. (\$583,600.00)
3. Comet Electric, Inc. (\$615,039.00)
4. Traffic Development Services, Inc. (\$660,954.00)
5. Pro Tech Engineering (\$680,500.00)
6. Lighting Technology Services, Inc. (\$718,917.00) - **Nonresponsive**
7. PTM General Engineering Service, Inc. (\$759,200.00) - **Nonresponsive**
8. Pacific Lighting Mgmt, Inc. (\$933,919.50)
9. Baker Electric (\$1,045,599.00)

The bids from Sierra Pacific Electrical Contracting, Inc. and Lighting Technology Services, Inc. did not include a copy of Addendum No. 1 with a signature acknowledging receipt, as required by the bid solicitation. The bid from PTM General Engineering Service, Inc. did not include a signed and fully executed Form of Bid, as required by the bid solicitation. These bids were deemed nonresponsive.

Downtown LED Lighting

In accordance with the Huntington Park Municipal Code and the Finance Department Policy and Procedure Manual, staff solicited written quotes for the purchase of Tivoli style LED light strands for the downtown area on Pacific Boulevard. Three lump sum bids were received (Attachment B) as follows:

1. Winterland, Inc. (\$30,460.93)
2. PartyLights.com (\$36,384.40)
3. Dekra-Lite (\$55,114.47)

IMPACT ON CURRENT SERVICES

The recommended action will not negatively impact current services or projects. The installation of the LED streetlight fixtures will be completed by a private contractor. The installation of the locking pull box inserts will be completed by City maintenance

AUTHORIZE THE AWARD OF THE CONSTRUCTION OF THE CITY-WIDE LIGHT EMITTING DIODE (LED) STREET LIGHT RETROFIT AND UPGRADE PROJECT

February 18, 2014

Page 4 of 4

personnel as part of their routine maintenance schedule and will result in materials and labor savings associated with the replacement of stolen wire the inserts will prevent.

The recommended project will also result in enhanced pedestrian and traffic safety through improved lighting and is expected to reduce the annual labor allocated for streetlight maintenance and make these resources available for other critical public works functions.

NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORTS

This project is categorically exempt under CEQA guidelines (Section 15302) since it consists of the replacement and reconstruction of existing facilities.

CONCLUSION

Upon City Council approval of the recommended actions, staff will execute the contract documents with Flatiron Electric Group, Inc., agreement with AIM Consulting Services, and the purchase order with Winterland, Inc. and ensure the projects are completed in accordance with the prescribed schedule and budget.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

ATTACHMENTS

- A. Total Project Budget
- B. Bids for Tivoli Style Lights
- C. Professional Services Agreement (AIM Consulting Services)

DATE:	
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILED
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
SENIOR DEPUTY CITY CLERK	

ATTACHMENT "A"

**CITY-WIDE LIGHT EMITTING DIODE (LED) STREETLIGHT RETROFIT AND
UPGRADE PROJECT**

**TOTAL PROJECT BUDGET
As of February 18, 2014**

Project Activity	Estimated Cost
Construction (Flatiron Electric Group, Inc.)	\$ 583,600
Construction Management / Inspection (AIM Consulting Services)	29,925
Downtown LED Lighting (Winterland, Inc.)	30,461
Downtown Lighting Installation	24,539
Electrical Pullbox Locking Inserts	60,000
Contingency (5%)	236,475
TOTAL PROJECT COST:	\$ 965,000

Funding Category	Estimated Budget
State of California Proposition 1B	\$ 965,000
TOTAL:	\$ 965,000

ATTACHMENT "B"

Bids for Tivoli Style Lights

Quantity: 60 (170 foot length)

Winterland, Inc.

Standard Base Ligting Cord Set 10,200 feet

Socket

Nylon construction
600V Voltage rating
24 inch spacing
Pre-molded to wire
E26 base lamps accepted

Harness

AWM twisted wire
14 AWG stranded wire
Black/Black wire
600V voltage rating
105 degree temperature rating (dry)
PVC insulation (heat, moisture and oil resistant)
VW-1 flame rating

Subtotal

\$8,160.00

Lamps - True White (T-50 Retrofit) 5100 Lamps

E26 screw base
L.E.D.
100 - 130AC Volt lamp
10 mA
10 Super bright L.E.D. chips internal
0.96 Watts
Polycarbonate lens
Non-dimmable lamp
Water resistant, outdoor lamp

Subtotal

\$10,710.00

Cable

Stainless Steel Cable - 3/32" 10,200 feet

\$4,080.00

Assembly

\$3,060.00

Shipping & Handling (estimated at time of quote)

\$2,045.00

Tax

9.25%

\$2,405.93

Total Project Cost

\$30,460.93

PartyLights.com

"You can't party without us!"

Invoice

6955 Portwest Drive
 Suite 120
 Houston TX 77024
 United States
 866.758.5836

Bill To

City of Huntington Park
 Eddie Enriquez
 6550 Miles Avenue
 Huntington Park CA 90255
 United States

Date 1/22/2014
 Invoice # 848

Special instructions ...
 60 lengths of 170' (85 sockets each) = 5,100 total sockets
 5,100 LEDS14 bulbs needed
 30 of our 350' galvanized steel cable spools
 60 end clips (2 for each end of the run)
 UPS Ground Shipping

Ship Via UPS Ground
Company Email Addr... customerservice@part...

Item	Description	Quantity	Rate	Amount
MBUBK	Medium Base String Light (BULK) - BLACK	5,100	3.50	17,850.00
LEDB11CW	LED S14 Bulb - Cool White	5,100	4.00	20,400.00
ACCBL350	Galvanized Steel Cable - 350 ft	30	124.95	3,748.50
ACCBLCLIPS	Cable Clip	60	5.95	357.00

Subtotal 42,355.50
Discount (30+ items - 20%) -8,471.10
Shipping Cost (UPS Ground) 2,500.00
Total \$36,384.40



3102 WALTON AVE.
 SANTA ANA, CA 92704
 Phone: (714) 436-0705
 Fax: (714) 436-0612

Proposal

PRP053535



TO

City of Huntington Park
 Attn: Josette Espinosa
 3401 E. Florence
 Huntington Park, CA 90255
 USA
 Phone: (323) 584-6216 Fax:

Customer P.O. Number

Quote Date 1/23/14
Ship Date 2/28/14
Account Rep George Livermore

Ship Via INSTALL
F.O.B. Santa Ana

Payment Terms Credit Card
Sales Tax Code LOS ANGELES

Customer ID: HUN022

SHIP TO

Josette Espinosa
 Attn:
 3401 E Florence
 Huntington Park, CA 90255
 USA

Line	Product ID	Description	UOM	Qty	Unit Price	Tax	Extended
1	LLHDMB24BK16	Festival Lighting 130V Medium Base Inline Socket, 24" sp, 16ga, Black Wire (No Bulbs)	Foot	10200	\$2.79	Y	\$28,458.00
2	LBT50LEDFSUNW W	T-50 LED Bulb, E26 Base, Faceted, Warm White	Each	5100	\$4.95	Y	\$25,245.00
3	MATERIAL	MATERIAL <i>All materials required to attach Coated Aircraft Cable to Lightline</i>	Each	1	\$15,381.60	Y	\$15,381.60
4	DISCOUNTMAT	Corporate Partner Discount - Materials	Each	1	-\$18,796.10	Y	-\$18,796.10

Terms & Payment Notes

Sub-Total	\$50,288.50
Misc. Fees	0.00
Freight	300.00
Discount	0.00
Tax	\$4,525.97
Total	\$55,114.47

ACCEPTED BY _____ DATE _____

AUTHORIZED SIGNATURE _____ DATE _____

NAME _____

Dekra-Lite Terms and Conditions

Warranty: We warranty to the original buyer that all of our displays and accessories will be free from manufacturer's defects. Under normal conditions of use and service, this protection is extended for six (6) seasons on all steel frames, five (5) seasons on garland, three (3) seasons on electrical wiring, and one (1) season on all computerized lighting modules. This warranty does not apply to light bulbs or light strands. Pole Mount displays are designed to withstand up to 40 mph winds with no ice load. Obligation under this warranty is limited to repairing or replacing any part that is found to be defective.

LED Light strands have a warranty for three (3) 60 day seasons or 25,000 hours, whichever comes first. Simply ship the product to us and we will replace the LED Light strand free of charge.

Frame Trees are covered by a ten (10) year warranty against defect under normal conditions and use.

All items not specifically listed are covered by a one (1) season (60 day) warranty.

Under this warranty, the company's obligation to repair or replace is on a non pro-rated basis.

Labor to install and the cost of shipping are not included in this warranty and are expressly in lieu of all other warranties expressed or implied. Bulb burnouts or electrical damage caused by the buyer or weather elements, or damage caused by rough handling in transit are not covered by this warranty. Therefore, units should be inspected and tested for bulb outage upon delivery and prior to installation. All merchandise is carefully inspected before packing and is packed in an approved manner in approved cartons when it leaves the warehouse.

For the purposes of this warranty 1 season is defined as one installation and removal for a duration lasting no more than 60 days.

Return Policy: Any returned products under the following conditions will result in a 20% restocking fee and the customer will incur the freight charges: Customer ordered incorrect product. Never opened or used product for its intended purpose. No merchandise returns will be accepted without prior written authorization. Return requests will be accepted for credit if submitted and approved within 30 days of receipt of product.

Acceptance of Merchandise: All claims of merchandise delayed, lost or damaged in transit are the responsibility of the consignee/customer. When accepting shipment, claims of any missing cartons or visible damage must be noted on delivery driver's bill of lading or the receipt of delivery. All claims must be filed with the delivering carrier. Failure to properly file claims may result in refusal of the claim by the carrier.

General Terms: The parties agree to the following additional terms of this contract

This contract is governed by California law and is the entire contract between the parties, superseding all prior conversations and writings between the parties. In the event of a dispute arising out of this Contract, the parties shall arbitrate in Orange County before a single arbitrator selected through J.A.M.S./ENDISPUTE. Any judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs.

A deposit of 50% plus any applicable sales tax is due upon execution of any contract with installation services, custom or special product. The balance is due on the installation date or upon shipping unless specified in payment terms on the proposal/order.

Cancellation and reductions are subject to a 20% restocking fee. Any amount not paid when due, is subject to a late charge of 1.5% per month (18% per annum). All payments are due according to the terms of each individual proposal/order.

Installation: All requested changes to the described work on the proposal/order will be subject to additional charges.

Installation dates are approximate and generally scheduled as a date range. All installation or ship dates specified are subject to change due to inclement weather, acts of God or unforeseen circumstances beyond our control. Changes may occur for reasons including but not limited to, weather conditions, property accessibility, early project completion, or acts of God.

Electrical Requirements: Owner is responsible for providing and maintaining adequate and functional electrical outlets adjacent to the proposed locations for lit decorations, tree lights and building lights. GFI receptacles can, will, and should interrupt power to décor or lighting in the presence of water or heavy moisture sometimes caused by rain, fog, dew, and sprinklers. Wet décor, lighting, outlets and surrounding areas may take several hours after exposure, and in some cases days, to completely dry before receptacles can be reset and power restored. Dekra-Lite is not responsible for outlets that will not reset due to the presence of moisture.

Lighting or décor outages must be reported to our operations department. Dekra-Lite is not responsible for unreported outages that we have never been made aware of.

Dekra-Lite is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God. This includes leased product. The owner accepts all responsibility while the décor is installed on their property. Dekra-Lite will make efforts when possible to replace such product for an additional charge.

Storage: Storage charges and dates begin upon removal of décor each year and end November 1st annually. Items not installed must be picked up or have a storage fee paid prior to November 1st of the current year. Unpaid storage or unclaimed items may be discarded without further notice.

Insurance: Our standard liability coverage limits are \$2,000,000.00 General Aggregate; 2,000,000.00 Products-Comp/Op Agg.; \$1,000,000.00 Personal & Adv. Injury; \$1,000,000.00 Each Occurrence; \$1,000,000.00 Automobile Liability; \$1,000,000.00 Workers' Compensation. Our excess liability coverage limits are \$2,000,000.00 General Aggregate; \$2,000,000.00 Products-Comp/Op Agg.; \$2,000,000.00 Each Occurrence. Other insurance requirements including special language, endorsements or additional coverage may be able to be obtained at the expense of the customer.

ATTACHMENT "C"

**Professional Services Agreement
(AIM Consulting Services)**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of February __, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and AIM Consulting Services, 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, Consultant shall provide those services related to the construction management and inspection of the City-wide Light Emitting Diode (LED) Street Light Retrofit and Upgrade Project, as specified in the "Scope of Services" 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 the Schedule of Compensation, 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" (the "Scope of Services") in a total amount not to exceed Thirty Thousand Dollars (\$30,000) (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in Exhibit A may include a lump sum payment upon completion, 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 services 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 the Scope of Services, 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 "B" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Term. The term of this agreement shall commence on February __, 2014 and, unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, terminate on August 31, 2014 (initial term). This agreement may be extended on a month-to-month basis at the option of City (extended terms). If extended, Consultant shall be bound by the terms and conditions of this Agreement.

SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. Gabriel Perez 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 the 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 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 at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

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 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 subcontractors 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, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its

full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

SECTION SEVEN: 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 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 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. Contractor 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 venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

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

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

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 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.9 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.

8.10 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.

8.11 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 the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 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.

8.13 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.

8.14 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.

8.15 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: City Manager
6550 Miles Avenue
Huntington Park, CA 90255

To Contractor: AIM CONSULTING SERVICES
Attention: Gabriel Perez
11401 Valley Boulevard, Suite 201
El Monte, California, 91731

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.

[SIGNATURES BEGIN ON NEXT PAGE]

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

CITY:

CITY OF HUNTINGTON PARK

CONTRACTOR:

AIM CONSULTING SERVICES

By: _____

City Manager, City of Huntington Park

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

City Clerk, City of Huntington Park

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____

City Attorney, City of Huntington Park

EXHIBIT A

SCOPE OF SERVICES

AIM Consulting Services (AIMCS) as owner representatives for the **City of Huntington Park (City)** will provide construction management and oversight for the City-wide Light Emitting Diode (LED) Street Light Retrofit and Upgrade Project.

During construction, AIMCS will also provide coordination of applicable administrative tasks with the City as-needed, contract administration of the construction contract, coordination with other agencies/utilities and affected private properties (community meetings, etc.).

AIMCS will also provide the following professional services during the management of the construction process:

- schedule control
- document control
- cost control

AIMCS will coordinate and conduct regularly scheduled construction Progress Meetings, review submittals and provide comments to ensure compliance with the approved project program scope, design criteria and budget.

If requested, AIMCS will also be responsible for the preparation and distribution of periodic project status reports to the City. These reports shall document current and forecasted project program, cost, and schedule status and potential impacts. Changes in the project status will be described and justified and, if necessary, AIMCS will recommend a recovery plan to maintain the project within the approved program, cost, and schedule. AIMCS is responsible for providing current project status reports to the City.

Design Changes

If a requested contractor change deviates from the approved budget, the requesting entity shall describe and justify the change for review by AIMCS and the City. AIMCS will define and quantify the impact of the change for review by the City. If the City approves the change and identifies the funding source, AIMCS will process the change in accordance with the Public Contract Code and inform the City and the requesting entity of the action taken.

Ongoing Reporting

AIMCS will assist the City of Huntington Park Staff responsible for providing reports to the City Council regarding the status of the construction process and any construction field changes which increase the scope or project cost beyond the City Council-approved levels or that extend the project schedule.

Fee Schedule

Sr. Project Manager/Inspector - \$90.00/Hr
95 Work Day Duration with an average of 3.5 hrs per day

EXHIBIT B

SCHEDULE OF PERFORMANCE

The services described in Exhibit A shall be completed per the following schedule:

1. The award of the construction contract is anticipated on February 18, 2014, at which time the construction management services shall begin.
2. The completion of construction is anticipated on May 30, 2014.
3. Project closeout shall be completed by June 14, 2013.