

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Tuesday, August 16, 2016

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

Graciela Ortiz
Mayor

Marilyn Sanabria
Vice Mayor

Jhonny Pineda
Council Member



Karina Macias
Council Member

Valentin Palos Amezquita
Council Member

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

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

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

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

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

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

Public Comment

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

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of Public Comment.

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Graciela Ortiz
Vice Mayor Marilyn Sanabria
Council Member Valentin Palos Amezcuita
Council Member Karina Macias
Council Member Jhonny Pineda

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS AND ANNOUNCEMENTS

Proclamation Presented to Avila's El Ranchito Celebrating their "50th Year Anniversary"

Presentation by Mr. Frank Tamborello, Executive Director, Hunger Action LA, on the Hunger LA and Market Match Program

Brief over view of Senator Lara's "Young Senators Program" by Joseph Nunez, Young Senators Program Director, Office of Senator Ricardo Lara

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this regular meeting agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9 (d)(2)

Atenea Reyes v. City of Huntington Park
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(2)) – One matter

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held Tuesday, July 19, 2016.

POLICE

2. Authorize the Appropriation of Funds for the Request to Purchase and Install Emergency Response Equipment for Two (2) New Investigations Division Police Vehicles and Supplementary Equipment

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the appropriation of funds to purchase and equip two (2) new 2017 Police Department police vehicles from the FORD MOTOR COMPANY, specifically South Bay Ford in Hawthorne, CA;
2. Authorize additional budget appropriation of \$94,970.60 from the Supplemental Frontline Law Enforcement Fund, Account 122-7010-421.74-10; and
3. Authorize the Chief of Police to purchase the vehicles and associated equipment.

3. Authorize the Appropriation of Funds for the Purchase and Installation of Emergency Response Equipment for Two (2) Police Patrol Vehicles

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the appropriation of funds to purchase and install emergency response equipment for two (2) new police patrol vehicles;
2. Authorize additional budget appropriation of \$30,089.00 from the Police Forfeiture Fund, account #229-7010-421.74-10; and
3. Authorize the Chief of Police to purchase the vehicles and associated equipment.

CONSENT CALENDAR (Continued)

POLICE (Continued)

4. **Resolution to Approve the Standard Agreement Between the Department of Alcoholic Beverage Control (ABC) Grant Assistance Program (GAP) and the City Huntington Park for Fiscal Year (FY) 2016-2017 ABC Grant Assistance Program Funding**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Standard Agreement with the Department of Alcoholic Beverage Control (ABC) Grant Assistance Program;
2. Adopt Resolution No. 2016-32, Authorizing Chief of Police, Cosme Lozano to enter into an Agreement with the Department of Alcoholic Beverage Control; and
3. Authorize the Finance Department to make payments to facilitate the successful completion of this project.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

5. **Resolution Consenting to the Inclusion of Properties within the Territory of the City of Huntington park (The "City") in the California Municipal Finance Authority (CMFA) Open Property Assessed Clean Energy (PACE) Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-33, related to the City's participation in the California Municipal Finance Authority ("CMFA") Open Property Assessed Clean Energy ("PACE") Program;
2. Authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City and authorizing related actions; and
3. Authorizing the Mayor or City Manager, or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

6. **Approve Expenditure of Funds for a Public Information Program through the Gateway Cities Council of Governments**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the expenditure of \$15,000 from account number 219-0250-431.59-15 for a public information program through the Gateway Cities Council of Governments.

FINANCE

7. **Approve Resolution Fixing the Annual Pension Tax Rate to Pay the City's Pension Obligation Bond Annual Debt Service and a Portion of the Cost of Public Employees' Retirement System for Fiscal Year 2016-2017**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-35, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2016-2017 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2016.

REGULAR AGENDA (Continued)

POLICE

- 8. Approve Renewal of Agreement with Tritech for Annual Software Maintenance Services and Approve Payment for Service for a One-Month Period**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve renewal of agreement with Tritech for Software maintenance services;
2. Approve the payment for service for a one-month period not covered by the agreement; and
3. Authorize Chief of Police to execute agreement.

PUBLIC WORKS

- 9. Approve Renewal and/or Amendment to Contract with Trimming Land Company (TLC) for Tree Maintenance Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a four-year agreement with Trimming Land Company (TLC) Tree Maintenance Services contract;
2. Authorize the City Manager to execute such agreement; and
3. Authorize the Finance Department to make any necessary budgetary changes/adjustments.

- 10. Approve Payment of Invoices to Computer Services Company for Traffic Signal Services Rendered in Fiscal Year (FY) 2015-2016**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve payment of invoices to Computer Services Company totaling \$35,107.16 from account 221-8014-429.56-41 for FY 2015-16 for traffic signal services.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Karina Macias

Council Member Jhonny Pineda

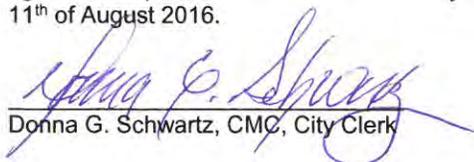
Vice Mayor Marilyn Sanabria

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, September 6, 2016, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 11th of August 2016.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, July 19, 2016

Sergeant at Arms read the Rules of Decorum

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, July 19, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

ROLL CALL

PRESENT: Council Members Valentin Palos Amezcuita, Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Cosme Lozano, Chief of Police; Noel Tapia, Assistant City Attorney; Michael Ackerman, Acting Public Works Director/City Engineer; Martha Castillo, Human Resources Director; Christina Dixon, Staff Analyst; Teresa Garcia, Budget Analyst; Fernanda Pelacios, Project Manager; Lt. Alfred Martinez, and Donna Schwartz, City Clerk. ABSENT: Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director, and Manuel Acosta, Economic Development Manager.

INVOCATION

The invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Erica Morales of Lucille Roybal-Allard Elementary School.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to Erica Morales for leading the Pledge of Allegiance.

Council presented a "Certificate of Recognition" to George and Edith Harder of HP Self Storage in Gratitude for Their Generous Support to City of Huntington Park, Parks and Recreation and Congratulations on a Happy Retirement.

City Manager Cisneros announced that updated material for agenda items 7, 11 and 14 are available for review outside the chambers. He announced the City's free swim program now available through August 5, 2016, at Linda Marquez High School and the 2016 "National Night Out" event on Tuesday, August 2, 2016, 5:00 p.m. at Keller Park.

Chief of Police Lozano and Lt. Martinez, City of Huntington Park, Police Department, provided further details regarding the 2016 "National Night Out" event.

Mayor Ortiz gave Arthur Schaper his 1st warning for being out of order.

PRESENTATIONS AND ANNOUNCEMENTS (Continued)

Mayor Ortiz acknowledged, residents; Ms. Covarrubias and Ms. Gomez for recognizing Case de Café.

Council presented a “Certificate of Appreciation” to Carlos Ramirez of Casa de Café for Supporting the Local Economy and Huntington Park Community.

PUBLIC COMMENT

Mayor Ortiz stated that much of the Senior population was given false information regarding the Dial-A-Ride service and noted that the City had received numerous complaints regarding the service. Ms. Ortiz announced that the Dial-A-Ride service was not being cut that the proposal tonight (for those who qualify) is to increase services from 20 to 30 rides per month and can be used any day of the week and whatever hour, that services will be available 24 hours a day 7 days a week as long as it is within the 30 rides per month. What is on the agenda tonight is what company will provide the service which has not been decided since Council has not voted yet and it is on the agenda as item 7.

Mayor Ortiz stated she believes in honesty and transparency and disclosed that her brother works for Metro Transit, that she contacted the Federal Political Practices Commission (FPPC) who advised her that she has no financial interest nor conflict of interest since her brother works in an entry-level position and asked the Assistant City Attorney Tapia to further clarify.

Assistant City Attorney Tapia stated that Mayor Ortiz had advised the Attorney’s Office that her brother is an employee of one of the companies that submitted a response to the RFP which is being considered by the City Council to provide transportation services and to note Mayor Ortiz’s brother is not an owner, officer, principal or shareholder to the company under consideration but is an employee without managerial or supervisor authority, his position or employment with the company is not contingent upon the award of the contract. To ensure Mayor Ortiz would not violate any conflict of interest laws the Attorney’s Office was informed that Mayor Ortiz contacted the FPPC to review the facts and provide advice on whether the Mayor’s participation in awarding the transportation services contract would violate the Political Reform Act (PRA), the FPPC has the authority to review such issues and provide opinions upon the enforceability of the PRA. The PRA is a State Law to help prevent elected officials from participating in the making of contracts that elected officials have a financial interest in, pursuant to Government Code Sections 87100 and 87103, none of the five examples of financial interests applies to Mayor Ortiz or any immediate member of Mayor Ortiz’s family. Assistant Attorney Tapia further stated that the government code defines immediate family as a spouse or dependent children pursuant to Government Code Section 82029. After applying the facts at hand to law, the FPPC concluded that Mayor Ortiz’s participation would not violate the PRA. The attorney’s office analyzed the issue based on facts presented and agree with FPPC’s conclusion, the Mayor may participate in the matter and such disclosure will be noted for the record.

PUBLIC COMMENT (Continued)

1. Armando Contreras, spoke about trash in alley on Clarendon and Randolph, asked what he can do, and asked city to give people a number to call so it can be cleaned.

Mayor Ortiz asked staff to obtain Mr. Contreras phone number and clarified that no responses can be given until the staff response portion.

2. Maria Medal, stated she is uncomfortable with the transportation being cut that Seniors need help and commented on the comment regarding trash in the alleys.
3. Candelario Perez, spoke in opposition to Macias and Amezquita, stated his building was sold, noted Mayor never contacted him, stated he has good service with the transportation service, and stated he is a veteran and his benefits are low.

Mayor Ortiz clarified that the transportation services are not being cut tonight.

4. Martha Morals, spoke in support of the taxi service and asked that it not be taken away and mentioned that the outside service to South Gate was being cut.

Mayor Ortiz again clarified that the transportation services are not being cut tonight that the provider was being considered.

5. Monica Branham, voiced concern with not having a satellite and being able to get to South Gate and Downey for doctor's appointments, would like the cab service to be Fiesta and to not take the service area away.
6. Ricardo Gonzalez, asked why rides are being reduced stating that they are needed. He mentioned issues in the parking lots at Casa Bonita, people making noises, he has called the police but feels they ask for a lot of information, and could be doing more.
7. Francisa Hernandez, asked for more respect from the taxi drivers, there's been times where she has had to wait up to two to three hours and the taxi does not arrive and when she calls again they tell her thank you for waiting.
8. Rodrigo Vallejo, stated there are several taxi drivers that don't turn on the AC when they ask the drivers, they state it doesn't work, he feels the taxis should be 100% functional. Mr. Vallejo commented on previous campaigning by Council Members, and asked the Council to walk the city and see the trash and sidewalks.
9. Juanita Barrios, thanked Council for the security at the meetings, noted that when she calls the police about parties something has been done, asked that Fiesta Taxi not be changed, asked why area is being reduced, why trips are being cut and hours reduced.
10. Richard Sanchez, spoke in support of keeping Fiesta Taxi.

11. Bertha Lopez, spoke in support of keeping the same taxi drivers and same miles.

PUBLIC COMMENT (Continued)

12. Sita Sanchez, spoke in support of keeping Fiesta Taxi and the same services.

Mayor Ortiz again clarified that the transportation services are not being cut tonight, that the provider was being considered.

13. Rosa Ortiz, asked that the routes not change or the price increase and spoke in support of the taxi service.

14. Maria Love, spoke in support of Fiesta Taxi.

15. Mr. Gutierrez, stated that Pacific Boulevard and the alleys have a lot trash, the streets are full of furniture, spoke in support of Fiesta Taxi and noted that the ramps on the shuttles don't work.

16. Robert Lauten, commented on presidential candidates.

17. Luz Flores, asked that the distance for the dial-a-ride service not be changed and spoke in support of Fiesta Taxi.

At 7:29 p.m. Vice Mayor Sanabria left the chambers.

At 7:31 p.m. Vice Mayor Sanabria reentered the chambers.

18. Martha Gil, spoke in support of Fiesta Taxi.

19. Arthur Schaper, We the People Rising, commented on a news article regarding H.P. Tow Service, decisions by Council, city contracts, meetings attended by Council, read an article regarding Councilwoman Macias, and the disclosure made by Mayor Ortiz.

20. Denise Barlage, commented on a presidential candidate, setting higher standards in the city, campaign on capping rent, listen to residents, and keeping costs low.

21. Francisco Rivera, commented on the service provided by United Pacific Waste, noted he spoke with code enforcement regarding a person selling CDs and DVDs on Florence and Pacific Boulevard, and supports those who speak up and beautify the community.

22. Alma Rosa, spoke in regards to management and various issues at Rugby Plaza Senior Apartments, and problems with the pick-up service by Alta Med.

23. Laura Herrera, commented on the Dial-A-Ride and HP Express services, monies funding these programs, spoke in opposition to one of the bidders for the Dial-A-Ride service, and campaign funds.

PUBLIC COMMENT (Continued)

24. Betty Robinson, We the People Rising, spoke about the “Remembrance Project” noting the victims that were killed by “illegals” and asked to remove the two immigrants and replace with local citizens.
25. Janet West, commented on the victims killed in San Francisco, U.S. sanctuary cities, federal grant monies, “illegals” and federal laws being violated.
26. Ivonne Correa, spoke in opposition to the Dial-A-Ride contract, commented on a public records request she submitted for a copy of documents, and Mr. C’s Tow.
27. Wes Parker, commented on voting, spoke in opposition to Council, remarked racism, federal law, gangs in Mexico and political corruption.

Mayor Ortiz gave Arthur Schaper his 2nd warning for being out of order.

Mayor Ortiz gave Janet West her 1st warning for being out of order.

Mayor Ortiz gave Janet West her 2nd warning for being out of order.

28. Eva Martinez, spoke in support of Fiesta Taxi and opposed to reducing the service area.
29. Imam Mahmood, Ahmadiyya Muslim Community, commented on respect and rights of parents, quoted Islamic religion, and voter rights to women.
30. Francis Delgado, commented on the city’s condition, spoke in opposition to Council, increase in rent and the condition of where she lives, suggested a committee for every senior complex, and asked Council to do something for seniors.
31. Rodolfo Cruz, noted last week that someone broke his window at home, feels Huntington Park isn’t as safe as it used to be, remarked on a letter to the Attorney General, commented on taxi contract and drivers not having jobs.
32. Jorge Sepulveda, business owner, asked for support to foster businesses on Pacific Boulevard, wants to meet with Council and other businesses to be recognized and feels it would benefit the City.
33. Ana Robson, introduced herself and announced her state candidacy and her support for legislative authority in the regulatory agencies with regard to insurance.
34. Raul Rodriguez Jr. showed a sign, thanked law enforcement, addressed black community and killing of blacks on blacks and police officers, addressed Hispanic/Latino community here illegally, commented on Americans, the Constitution, the Brown Act, and Oath of Office being violated, “illegals” being appointed to commission and spoke in opposition to Council.

PUBLIC COMMENT (Continued)

35. Rich Lerner, noted a towing agency in Long Beach doing illegal towing, police conducting stings and wanted to inform the residents, noted Mr. C's Towing applied for a police impound license and provided information for Council to read.

At 8:26 p.m. council Member Pineda left the chambers.

36. Vaughn Becht, read a commentary by Paul Harvey on "What Police Are Made Of."

At 8:29 p.m. Vice Mayor Sanabria left the chambers.

At 8:29 p.m. Council Member Pineda reentered the chambers.

37. Ron Thommarson, Attorney, Hogan Zapatarreno, on behalf of Fiesta Taxi, spoke in support of Fiesta Taxi.
38. Robin Hvidston, We the People Rising and Remembrance Project, spoke in regards to victims that were killed by "illegals," laws should be upheld, and asked that the two commissioners be replaced by local citizens.
39. Rick Kettering, General Manager, U.S. Tow, spoke in support of U.S. Tow.
40. Greg Aprahamian, asked Council to reconsider importance of following the law, asked to replace the two appointed immigrants with American citizens.
41. William Rodriguez Morrison, recognized police officers, mentioned a previous records request for financial records, acknowledged senior citizens, and would like to see transparency.

At 8:45 p.m. Vice Mayor Sanabria reentered the chambers.

42. Marco Soto, Fiesta Taxi, spoke in support of Fiesta Taxi.
43. Moshe Ben-Dayan, Owner, U.S. Tow, spoke in support of U.S. Tow, and voiced concern with the bid process.
44. Valentin Amezquita, commented on contracts regarding buses and dial-a-ride services, concerned with monies funding these services and contracts given to friends, would like to see the additional monies requested for these services go to obtaining dispatchers, and supports good services for the residents.
45. Karina Macias, stated that there is nothing being hidden and mentioned her and three of her colleagues work together with staff, she notes the taxi service is not being cut but is being increased. She feels Mr. Amezquita supports those who are part of a group, who attend the meeting, disrespect the community. She asks what would be the response to her colleague who mentions the word "illegal" describing the community and is not involved with the rest of the council. Ms. Macias states Council works together with the employees, and works hard for the community.

PUBLIC COMMENT (Continued)

Mayor Ortiz gave Arthur Schaper his 3rd and final warning for being out of order and asked the Seargent of Arms to escort him out and stated he can return when he calms down. Schaper walked out on his own at this time.

Mayor Ortiz gave Janet West her 3rd and final warning for being out of order and advised her that after her next warning she will be asked to leave and be escorted out by the Seargent of Arms.

Mayor Ortiz gave Raul Rodriguez Jr. his 1st warning for being out of order.

Mayor Ortiz gave Raul Rodriguez Jr. his 2nd warning for being out of order.

46. Unknown, mentioned she is in attendance in support of the Remembrance Project, spoke in regards to the law, California Constitution, laws being violated and the Brown Act.

Mayor Ortiz noted Mr. Arthur Schaper did use profanity before being asked to be escorted out by the Seargent of Arms.

Motion: Mayor Ortiz motioned to move Regular Agenda Item 7 to after public comment, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

REGULAR AGENDA

PUBLIC WORKS

7. Select and Approve Award of Contract for Demand Response Transportation Services (Dial-A-Ride)

Motion: Mayor Ortiz moved to approve, with *changes to term*, to award contract services agreement to Metro Transit Services, authorize City Manager to negotiate final scope of work, fee, execute the agreement which shall be from a term of four (4) years with a maximum of two (2) one-year renewals *to a term of five (5) years with no renewal, no extensions and after expiration of term for staff to go out to RFP*, encumber the remaining portion of the approved budget for FY 2016-2017 for the payment of Demand Response Transportation Services, and approve an additional budget appropriation of \$135,000 from non-general fund account including but not limited to Prop A or C, seconded by Vice Mayor Sanabria. Motion passed 3-2 by the following vote:

ROLL CALL:

AYES: Council Member(s): Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): Amezcuita and Pineda

STAFF RESPONSE - None

CLOSED SESSION

At 9:49 p.m. Assistant City Attorney Tapia recessed to closed session.

1. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City
Manager
Employee Organization: Police Officers Association (POA)
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Micon v. LSI
Case No. 5:14-CV-00419-VAP

At 10:15 p.m. Mayor Ortiz reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

Assistant City Attorney Tapia announced Council discussed closed session items 1 and 2, noting that for Item 1) direction given, no action taken, nothing to report and for Item 2) direction given, no action taken, nothing to report.

CONSENT CALENDAR

Council Member Amezcuita asked to make an amendment to item 1.1-1 and pulled item 4 for discussion.

Council Member Macias pulled items 3, 4 and 5 for discussion.

OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held Tuesday, July 5, 2016; and

Motion: Council Member Amezcuita motioned to approve consent calendar item 1. 1-1 with changes to his public comment, seconded by Council Member Macias. Motion failed 1-4 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita
NOES: Council Member(s): Pineda, Macias, Vice Mayor Sanabria
and Mayor Ortiz

Motion: Vice Mayor Sanabria motioned to approve consent calendar item 1 with no changes, seconded by Mayor Ortiz. Motion passed 4-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Macias, Vice Mayor Sanabria
and Mayor Ortiz
NOES: Council Member(s): Amezquita

COMMUNITY DEVELOPMENT

2. Approve Acceptance of Transfer of Title for Real Estate Property Located at 7116 Rugby Avenue APN 6322-023-901 & 6322-023-904, Also Known As Rugby Avenue Parking Lots

Motion: Vice Mayor Sanabria motioned to approve consent calendar item 2, approving acceptance of transfer of title for real property located at 7116 Rugby Avenue (the Rugby Avenue Parking Lots) and authorize the City Manager to execute all documents related to the transfer of this property, seconded by Council Member Pineda. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Macias, Vice Mayor Sanabria
and Mayor Ortiz
NOES: Council Member(s): None

CONSENT CALENDAR (Continued)

POLICE

3. Approve Renewal of Contract Services Agreement with All City Management Services, Inc.

Pulled by Council Member Macias for discussion.

Motion: Mayor Ortiz motioned to approve consent calendar item 3, approving renewal of agreement for crossing guard services with All City Management Services and authorize Mayor to execute agreement, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Macias, Vice Mayor Sanabria
and Mayor Ortiz
NOES: Council Member(s): None

PUBLIC WORKS

4. Continued from July 6, 2016, City Council Meeting – Approve Ratification of Expenditures and Appropriations for FY 15/16

Pulled by Council Members Amezquita and Macias for discussion.

Motion: Mayor Ortiz motioned to approve consent calendar item 4, approving ratification of appropriation of \$14,714 into account 111-8027-431.56-59 for FY 2015-16 for recycling and trash compliance reporting services and, ratification of budget by transferring budgeted monies from capital outlay to operating in the amount of \$262,280 for FY 2015-16 for fixed route transit service due to increases to level of service, Dial-A-Ride, and graffiti removal, seconded by Vice Mayor Sanabria. Motion passed 4-1 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezquita

5. Approval of Variance of Procurement Procedures for Purchase of Gasoline and Diesel Fuel for City Vehicles

Pulled by Council Member Macias for discussion.

Motion: Mayor Ortiz motioned to approve consent calendar item 5, approving a variance of procurement procedures with vendors for the purchase of gasoline and diesel fuel for City vehicles, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

END OF CONSENT CALENDAR

REGULAR AGENDA

POLICE

6. Consideration and Authorization to Enter into a Vehicle Towing and Secured Storage Services Agreement

Motion: Council Member Macias motioned to approve, *with changes to term and to include subject to satisfaction of all conditions contained in the RFP*, authorization to enter into a Vehicle Towing and Secured Storage Services Agreement by and between the City of Huntington Park and Mr. C's Towing *with changes to term* from a term of three (3) years with an option for two (2), one (1)-year extensions *to a five (5) year term with no extensions and after expiration of term for staff to go out to RFP* and direct the City Manager to negotiate the terms of the agreement and establish towing rates that are tied to the rates set by the California Highway Patrol and execute the agreement. The agreement shall preserve the City Council's ability to review the towing rates from time to time and decrease or increase the rates as they deem necessary, seconded by Vice Mayor Sanabria. Motioned passed 4-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Macias, Vice Mayor Sanabria
and Mayor Ortiz
NOES: Council Member(s): Amezcuita

PUBLIC WORKS

7. Moved to after Public Comment - Select and Approve Award of Contract for Demand Response Transportation Services (Dial-A-Ride)

8. Reject all Bids and Authorize City's In-House Engineering Services to Complete the Design of State Street Complete Street Project

Motion: Council Member Amezcuita motioned to reject all submitted bids of the State Street Complete Streets Project and authorize in-house engineering (Transtech) to complete the design of the State Street Complete Streets project, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Macias, Vice Mayor Sanabria
and Mayor Ortiz
NOES: Council Member(s): None

9. Confirmation of Authorization of Sole Source Purchase of Big Belly Solar Powered Refuse and Recycling Containers per Beverage Container Grant

REGULAR AGENDA (Continued)

Motion: Vice Mayor Sanabria motioned to confirm authorization of Big Belly Inc. as a sole source provider of solar powered refuse and recycling containers in-lieu of typical City procurement requirements and encumber the funds for FY 15-16 which are currently budgeted, seconded by Council Member Amezcuita. Motioned passed 5-0 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

10. Select and Approve Award of Contract for Traffic Signal Maintenance Services and Ratify Payments for These Services on a Month to Month Basis Until the Contract is Executed

Motion: Vice Mayor Sanabria motioned to approve award of contract services agreement to St. Francis Electric and authorize City Manager to negotiate final scope of work, fees, execute the agreement and ratify payment of services on month to month basis until the contract is executed, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

CITY MANAGER

11. Resolution Adopting the Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association (POA) Pending Ratification by the POA

Motion: Council Member Macias motioned to approve tentatively-agreed upon modifications to the Memorandum of Understanding (MOU) for the period July 1, 2016 through June 30, 2019, which is pending approval by the membership of the Police Officers' Association (POA), adopt Resolution No. 2016-31, Approving and Adopting a Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association and Rescinding Resolution No. 2012-42, approve additional budget appropriation of \$267,915 in order to offset the balance needed for Fiscal Year (FY) 2016-2017 payroll expenditures and *to add an additional \$150 towards boot allowance*, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

REGULAR AGENDA (Continued)

- AYES: Council Member(s): Amezquita, Pineda, Macias, Vice Mayor Sanabria and Mayor Ortiz
- NOES: Council Member(s): None

COMMUNITY DEVELOPMENT

12. Discussion and/or Action to Attend the 2016 International Council of Shopping Centers (ICSC) Western Conference and Deal Making in San Diego, California, August 30 through September 1, 2016

Motion: Mayor Ortiz motioned to approve the attendance of the City at the 2016 ICSC Western Conference in San Diego and to appoint Council Member Macias and Vice Mayor Sanabria as an Ad-Hoc Committee to attend the Conference, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

- AYES: Council Member(s): Amezquita, Pineda, Macias, Vice Mayor Sanabria and Mayor Ortiz
- NOES: Council Member(s): None

END OF REGULAR AGENDA

PUBLIC HEARING

FINANCE

13. Approve Resolution and Annual Report for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year (FY) Ending June 30, 2017

Mayor opened the item up for public comment – there being none, closed public comment.

Motion: Council Member Macias motioned to adopt Resolution No. 2016-29, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2016-2017, seconded by Vice Mayor Sanabria. Motion passed 4-1 by the following vote:

ROLL CALL:

- AYES: Council Member(s): Pineda, Macias, Vice Mayor Sanabria and Mayor Ortiz
- NOES: Council Member(s): Amezquita

14. Approve Resolution Authorizing Collection of Delinquent Rubbish Charges Pursuant to Section 6-2.112 of the City of Huntington Park's Municipal Code (172.54 Refuse Collection Fees)

Mayor opened the item up for public comment – there being none, closed public comment.

Motion: Council Member Macias motioned to adopt Resolution No 2016-30, Authorizing and Directing the County Assessor to Include Delinquent Refuse Collections Fees as a Special Assessment to be Collected at the Same Time and in the Same Manner as County Taxes (172.54 Refuse Collection Fees), seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

Council Member Macias moved to adjourn the meeting. Seconded by Vice Mayor Sanabria. Motion passed 4-1 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezquita

COUNCIL COMMUNICATIONS - none

ADJOURNMENT

At 11:38 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council in memory of Juan Ruiz, father of Annie Ruiz, Finance Manager, to a Regular City Council Meeting on Tuesday, August 16, 2016, at 6:00 P.M. and announced the City of Huntington Park City Council Regular Meeting on Tuesday, August 2, 2016, has been CANCELLED

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 16, 2016

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 APPROPRIATION OF FUNDS FOR THE REQUEST TO PURCHASE AND INSTALL EMERGENCY RESPONSE EQUIPMENT FOR TWO (2) NEW INVESTIGATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the appropriation of funds to purchase and equip two (2) new 2017 Police Department police vehicles from the FORD MOTOR COMPANY, specifically South Bay Ford in Hawthorne, CA;
2. Authorize additional budget appropriation of \$94,970.60 from the Supplemental Frontline Law Enforcement Fund, Account 122-7010-421.74-10; and
3. Authorize the Chief of Police to purchase the vehicles and associated equipment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Chief of Police requests authorization to purchase two Gang Enforcement Vehicles, the necessary emergency equipment and the installation of the equipment. The new Gang Enforcement Vehicles / police SUV's will be assigned to the Investigations Division and be used for day-to-day operations and emergency police service, related to pro-active gang enforcement.

DISCUSSION

This purchase was previously approved by City Council during its regular meeting on March 15, 2016. Due to a delay beyond the police department's control, the delivery of

AUTHORIZE THE APPROPRIATION OF FUNDS FOR THE REQUEST TO PURCHASE AND INSTALL EMERGENCY RESPONSE EQUIPMENT FOR TWO (2) NEW INVESTIGATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

August 16, 2016

Page 2 of 2

two new Ford Explorer Police Interceptor SUV's, and the requested equipment could not be purchased and installed with funds previously appropriated in the FY 15/16 budget. In the transition to the FY 16/17 budget, the previously appropriated funds for this purchase were not carried over, and therefore, again require your approval.

FISCAL IMPACT/FINANCING

The total fiscal impact for this requested expenditure is \$94,970.60, to be drawn from the Supplemental Frontline Law Enforcement Fund, Account 122-7010-421.74-10.

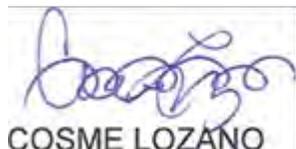
CONCLUSION

Upon approval by City Council, Chief of Police to purchase the requested police vehicles and emergency equipment, having the equipment installed by Black and White Emergency Vehicles, in West Covina, CA, as previously approved.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Staff Report dated March 15, 2016



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

March 15, 2016

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

Dear Mayor and Members of the City Council:

APPROVE REQUEST TO PURCHASE TWO POLICE DEPARTMENT INVESTIGATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

IT IS RECOMMENDED CITY COUNCIL:

1. Authorize the requisition of funds to purchase and equip two new Police Department police vehicles from the FORD MOTOR COMPANY, specifically South Bay Ford in Hawthorne, CA.; and
2. Authorize additional budget appropriation of \$94,970.60 from the Supplemental Frontline Law Enforcement Fund, Account 122-7010-421.74-10; and
3. Authorize the Chief of Police to purchase the vehicles and associated equipment.

BACKGROUND

The Police Department maintains three unmarked police vehicles that are used by Detectives assigned to the Gang Enforcement Team to perform their duties. Unmarked vehicles are not readily identified as police service vehicles by the general public because unmarked vehicles do not have "police" graphics or markings affixed to them. However, these vehicles are equipped with emergency response equipment (lights/siren) and are used in pro-active enforcement mode throughout the community.

Two of the three vehicles assigned to the Gang Enforcement Team have exceeded their useful service life and are recommended for replacement. Not replacing these two vehicles will result in higher than expected service and repair costs, reduction in fuel economy, decreased resale value, and increased operational risks during demanding driving conditions such as emergency response and vehicle pursuits.

APPROVE REQUEST TO PURCHASE TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

March 15, 2016

Page 2 of 3

The below table identifies the two Gang Enforcement Team vehicles recommended for replacement and removal from the City's vehicle fleet.

| Vehicle # | Year/Make/Model | Mileage | Justification for Replacement |
|-----------|---|---------|--|
| 127 | 2005 Ford Crown Victoria Police Interceptor | 55,194 | This vehicle is 11 years old, is in poor condition, and has exceeded its useful service life |
| 951 | 2007 Ford Crown Victoria Police Interceptor | 86,659 | This vehicle is 9 years old, is in poor condition, and has exceeded its useful service life |

These two Gang Enforcement Team vehicles meet the City's Vehicle Replacement Policy under the following guideline(s);

1). Section B. – Combination of Age or Mileage;

This guideline sets forth the guideline for requesting budget authority to replace City owned vehicles. As per this guideline, police vehicles are required to be 5 years old and/or have at least 100,000 miles to be considered for replacement.

In this case, both of the recommended vehicles to be replaced are well over 5 years old, but neither has over 100,000 miles. However, one must consider that "miles" accumulated on police service vehicles are much "harder" miles than miles accumulated on a vehicle used for normal City business. Vehicles used for police service are constantly pushed to high performance demands, are operated daily in heavy traffic conditions, are constantly accelerated from zero to high speeds, are constantly stopped and started, and at times are involved in high speed vehicle pursuits. In addition, police officers are constantly in and out of police service vehicles throughout their shifts, which coupled with the duty gear worn by police officers, causes significant wear to the interior of the vehicle.

Furthermore, police service vehicles accumulate hundreds of "idle" miles. These are miles accumulated specifically on the engine and other mechanical parts of the vehicle while the vehicle sits idle with the engine running at various police scenes, such as; traffic accidents, calls for service, heavy traffic, emergency situations, and countless other occurrences. A police service vehicle can easily acquire double the engine miles than what the odometer displays, if one takes into consideration actual driven miles plus idle miles.

RECOMMENDATION

Due to the age and combination of actual engine and idle miles of each vehicle recommended for replacement, the Police Department recommends replacing them with the purchase of two new 2016 Ford Explorer SUV vehicles, identified by Ford as the ***Police Interceptor Utility***, manufactured specifically for police service.

APPROVE REQUEST TO PURCHASE TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

March 15, 2016

Page 3 of 3

ANALYSIS

The City's Vehicle Maintenance (VM) Division has inspected and endorses the replacement of these two Gang Enforcement Team vehicles. VM affirms that older vehicles require more maintenance and repairs, some of which can be costly due to the vehicle manufacturer warranty being expired.

The new vehicle recommended for purchase is the 2016 Ford Explorer Police Interceptor Utility. This is a small SUV type vehicle that is widely used in the police industry and has become a standard in police vehicles across the nation and currently makes up 40% of recently purchased police patrol vehicles nationwide. In a March 2014 article, titled *The Best-Selling Cop Car Is Actually An SUV*, it states, "...last year, the Interceptor Utility outsold every other police vehicle in the U.S."

The Police Interceptor Utility offers more interior space than the Department's current Ford Crown Victoria Police Interceptors, which are no longer being manufactured by Ford. Additionally, the Police Interceptor Utility is larger and has more interior space than the latest available model Ford Taurus Police Interceptor (the third most sold police vehicle in 2013)¹ and the Dodge Charger (the second most sold police vehicle in 2013)². Moreover, the new higher profile Police Interceptor Utility allows for a greater field of vision than passenger cars and the all-wheel drive enhances handling during emergency operations.

The Police Interceptor Utility is powered by a V6 EcoBoost® engine, which offers better fuel economy. The Police Interceptor Utility includes a five year warranty program, through Ford Motor Company, which averts warrantied repair costs until 2021.

PROCUREMENT PROCESS

In compliance with the City's procurement process, three bids were obtained from auto dealers in order to identify the best value for the purchase of the two new Gang Enforcement Team vehicles. The recommended dealer to purchase the vehicles from is South Bay Ford in Hawthorne, CA., which provided the lowest bid of \$64,970.60 base price for two vehicles. Below is a table outlining the three obtained bids. The expanded bids are included with this report.

| Dealer | Base Price per vehicle | Price for two vehicles |
|---------------------------|------------------------|------------------------|
| South Bay Ford | \$32,485.30 | \$64,970.60 |
| National Auto Fleet Group | \$33,714.82 | \$67,429.64 |
| Ford of Montebello | \$35,458.00 | \$70,916.00 |

¹ Richard Read, "The Best-Selling Cop Car Is Actually an SUV," www.carconnection.com, (March 27, 2014)

² Richard Read, "The Best-Selling Cop Car Is Actually an SUV"

APPROVE REQUEST TO PURCHASE TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

March 15, 2016

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FISCAL IMPACT

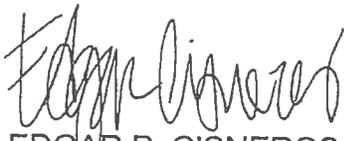
The total fiscal impact for this requested expenditure is **\$94,970.60**. The below table provides a breakdown of the total costs associated with purchasing the recommended two 2016 Ford Explorer, Police Interceptor Utility vehicles.

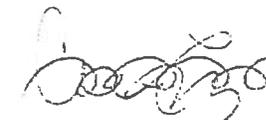
| Base cost per vehicle | Aftermarket supplement emergency equipment | Total cost per vehicle |
|-----------------------|--|------------------------|
| \$32,485.30 | \$15,000.00 (not to exceed) | \$47,485.30 |
| | X2 Total Cost | \$94,970.60 |

CONCLUSION

Upon approval by City Council, the Finance Department will issue a Purchase Order for the acquisition of these Police Interceptor Utility vehicles.

Respectfully submitted,


EDGAR P. CISNEROS
City Manager


COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. City's Vehicle Replacement Policy
- B. South Bay Ford Quotation
- C. National Auto Fleet Group Quotation
- D. Ford of Montebello Quotation

Vehicle Replacement Policy

The purpose of the policy is to provide guidelines for the replacement of City-owned vehicles. The policy itself is not intended to incorporate maintenance programs and assumes that appropriate maintenance programs are in place within the department with accountability for the vehicle in conjunction with the Public Works department.

The decision to purchase, replace a vehicle is intended to reflect consideration of several factors including lifecycle costs, a combination of age or mileage to date and replacement funding as follows:

A. Lifecycle costs. The department interested in replacing a particular vehicle should undertake analysis to be used (1) as a guideline on a vehicle-class basis before vehicles go into service; (2) as an assessment of individual vehicles after they have been in service to determine whether they should continue in service for another year or be replaced; and (3) to evaluate the economics of any major rebuilding program for larger trucks and equipment. Parameters included in the analysis are:

- Acquisition cost
- Estimated salvage value
- Cost of money
- Maintenance costs
- Operations costs
- Fuel costs
- Age or miles to date
- Downtime costs and obsolescence cost including safety factors

B. Combination of Age or Mileage. The following table sets forth the guidelines for requesting budget authority to replace City owned vehicles. Leased vehicles are governed by the terms of the lease.

| DESCRIPTION | AGE | MILEAGE |
|--------------------|-----|---------|
| PASSENGER CARS | 5 | 100,000 |
| POLICE CARS | 5 | 100,000 |
| POLICE MOTORCYCLES | 5 | 125,000 |

VEHICLE REPLACEMENT POLICY

| | | |
|--------------------|----|---------|
| PASSENGER VANS | 5 | 150,000 |
| NON-PASSENGER VANS | 5 | 150,000 |
| LIGHT TRUCKS | 7 | 150,000 |
| HEAVY TRUCKS | 10 | 200,000 |

Page | 2

C. Replacement Funding. Best practices would dictate that funds be set aside to meet asset replacement requirements so as to minimize any pressure on annual funding constraints. At this time, the City does not have a reserve for replacement funding. Please note that while leasing in and of itself is a built-in replacement mechanism, leasing may not be the best option for a particular acquisition. Therefore the department wishing to acquire a replacement vehicle must provide a lease versus buy analysis to be provided with the recommendation for replacement.

Procedure

1. A Department requesting a vehicle replacement shall arrange for a physical inspection of the vehicle by the City's Vehicle Maintenance (VM) division the period of January to April. This will allow sufficient time for new vehicle purchases to be incorporated into the City's budget for the upcoming fiscal year.

Requests for vehicle replacement must also include lifecycle costs, lease versus buy analysis and a completed inspection that validates the age/mileage requirements.

2. VM will inspect the vehicle and validate that its age/mileage meets these stated guidelines.
3. VM, based on the inspection and the vehicle's specific maintenance history, shall make a recommendation as to whether the vehicle should be replaced or can continue in service.
4. The Department will submit analysis regarding lifecycle costs and lease versus buy analysis along with VM's recommendation to replace the vehicle when submitting the department's capital budget request for the upcoming budget cycle.
5. When a City owned vehicle has been damaged beyond reasonable repair or is otherwise determined by VM that it is unsafe, the Department Head may request, with the concurrence of the Finance Director and the City Manager to bring a budget amendment for City Council approval to replace that vehicle at any time during a year.

VEHICLE REPLACEMENT POLICY

6. The budget request will be supported by a memorandum or City Council staff report, as appropriate, justifying why the vehicle needs to be replaced based on financial analysis and VM's recommendation to replace the vehicle, including the impact of not replacing it.
7. When a vehicle has been permanently taken out of service, the Department will immediately notify General Accounting. Page | 3
8. General Accounting will remove the vehicle from the listing of City owned vehicles not later than the end of the current fiscal year.
9. If vehicles are sold, then funds must be recorded to the corresponding fund from which the vehicle was purchased, whether general fund, grants or otherwise. If the vehicle had been purchased with grant funds, General Accounting will immediately notify Grants.
10. Grants will notify the grantor agencies of the retirement in accordance with procedures required by grant.

B.

SOUTH BAY



February 15, 2016

City of Huntington Park
Huntington Park Police Department
6542 Miles Ave.
Huntington Park, CA 90255

Reference: Email Request for Quote February 15, 2016, Sergeant Neil Castelli

Attention: Sergeant Neil Castelli

Dear Sergeant Castelli,

On behalf of the employees of South Bay Ford we are pleased to submit our response to the City of Huntington Park Police Department's Request for Quote for a quantity of two (2) 2016 Ford Police Interceptors Utility with EcoBoost Engine with Shadow Black exterior paint.

| Item # | Vehicle and Required Options | Statement of Compliance |
|--------|---|-------------------------|
| A. | 2016 FORD UTILITY POLICE INTERCEPTOR (K8A) | Comply |
| B. | Engine 3.5L Eco Boost V-6 (99T) | Comply |
| C. | 6 – Speed Automatic Transmission (44C) | Comply |
| D. | Preferred Equipment Package (500A) | Comply |
| E. | Dark Car Feature (43D) | Comply |
| F. | Dome Light Red/White (17T) | Comply |
| G. | Rear Door Power Window Delete (18W) | Comply |
| H. | Rear Door Handle & Lock Inoperable (86G) | Comply |
| I. | Keyed Alike – 1248x (59B) | Comply |
| J. | Noise Suppression Bonds (60R) | Comply |
| K. | Rear View Camera (87R) – Image in Rear View Mirror | Comply |
| L. | Reverse Sensing (76R) | Comply |
| M. | Spot Lamps (51S) LED Bulb | Comply |
| N. | Headlamp Housing (86P) | Comply |
| O. | Rear Tail Lamp Housing (86T) | Comply |
| P. | Noise Suppression Bond Straps (60R) | Comply |
| Q. | Configuration Audio Controls Less Voice (61R) | Comply |
| R. | Deflector Plate (76D) | Comply |
| S. | Front License Plate Bracket (153) | Comply |
| T. | Shadow Black (G1) | Comply |
| U. | Charcoal Black Interior – Cloth Front / Vinyl Rear (9W) | Comply |
| V. | California Emissions (422) | Comply |

| | |
|---|-------------|
| South Bay Ford Price FOB City of Huntington Park Maintenance Yard | \$29,795.00 |
| Sales Tax (9.0%) | \$2,681.55 |
| Tire Fee | \$8.75 |
| Exempt Plates | N/C |
| Total Unit Price | \$32,485.30 |
| Quantity Two (2) | \$64,970.60 |

Quote Valid Until March 9, 2016 (Last Day to Order 2016)

We at South Bay Ford appreciate the opportunity to respond to your request for quote. If you require additional information or clarification to our bid please contact me at my office (310) 706-6086, email at jjohnson@southbayford.com or my mobile (310) 720-0462.

Sincerely,


 Jerald T. Johnson
 Government Fleet Manager
 South Bay Ford

National Auto Fleet Group

C.

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

October 20, 2015

Sgt Neil Castelli
Huntington Park Police Dept.
6542 Miles Aye.
Huntington Park CA 90255
Delivery via Email

Dear Sgt. Castelli,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Huntington Park, new/unused 2016 Police Interceptor Utilities responding to your requirement with the attached specifications for

| | |
|-------------------------|--------------|
| Vehicle | \$ 30,923.00 |
| State Sales Tax | \$ 2,783.07 |
| tire tax (non-taxable). | \$ 8.75 |
| Total | \$ 33,714.82 |

These vehicles are available under the NJPA master vehicle contract# 102811. Pricing includes black and white paint and Ecco Boost engine.

Terms are net 30 days. Delivery is 90-110 days A.R.O.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group



D.

FORD OF MONTEBELLO

PURCHASE ORDER

2747 VIA CAMPO
MONTEBELLO CA 90640

(323) 838-6920

SOLD TO:

Huntington PD

CUSTOMER NUMBER

INVOICE DATE October 20, 2015

DEAL NO.

STOCK #

SHIPPED TO:

Same

SALES REP KENNY

SHIPPED VIA N/A

LOCATION MONTEBELLO, CA

Sales Tax Rate:

9.00%

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|--|---|-----------------|-------------|
| 1 | 2016 POLICE EXPLORER INTERCEPTOR shadow black/black interior 500 A 3.5 V6 Ecoboost 6 speed auto transmission Door Lock Plunger Cargo Dome Lamp Rear window delete Courtesy disable Dual Led Lamps Key Coded Keys SD maker Lights Front Headlamp Pkg Grill Wiring Rear Light Package Reverse sensing/ Rear view Camera | 1.00 | \$35,988.00 |
| The Total Includes Taxes, Lincense & Documentation | | SUBTOTAL | 3,670.00 |
| | | Less GPC | (4,200.00) |
| | | Total | 35,458.00 |

DIRECT ALL INQUIRIES TO:
KENNY KIBANGA
(323) 838-6920
email: KENNY@FORDOFMONTEBELLO.NET

MAKE ALL CHECKS PAYABLE TO:
FORD OF MONTEBELLO
Attn: Accounts Receivable
2747 VIA CAMPO
MONTEBELLO, CA 90640

THANK YOU FOR YOUR BUSINESS!



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 16, 2016

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 APPROPRIATION OF FUNDS FOR THE PURCHASE AND INSTALLATION OF EMERGENCY RESPONSE EQUIPMENT FOR TWO (2) POLICE PATROL VEHICLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the appropriation of funds to purchase and install emergency response equipment for two (2) new police patrol vehicles;
2. Authorize additional budget appropriation of \$30,089.00 from the Police Forfeiture Fund, account #229-7010-421.74-10; and
3. Authorize the Chief of Police to purchase the vehicles and associated equipment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purchase and installation of emergency response equipment is necessary to equip two new Ford Explorer Police Interceptor SUV's. The new police SUV's will be assigned to Patrol Division and be used for day-to-day routine patrol and emergency response police service.

DISCUSSION

This purchase was previously approved by City Council during its regular meeting on March 15, 2016. The police department took delivery of the police vehicles during FY 2015-2016; however, due to a delay beyond our control the requested equipment could not be purchased and installed during FY 2015-2016. In the transition to the FY 2016-2017 budget, the previously appropriated funds for this purchase were not carried over. The Police Department is requesting approval for the purchase and installation of emergency response equipment required for the police SUV's.

AUTHORIZE THE APPROPRIATION OF FUNDS FOR THE PURCHASE AND INSTALLATION OF EMERGENCY RESPONSE EQUIPMENT FOR TWO (2) NEW PATROL DIVISION POLICE PATROL VEHICLES

August 16, 2016

Page 2 of 2

FISCAL IMPACT/FINANCING

Previously, the City Council approved an amount for emergency response equipment not to exceed \$17,500.00 per vehicle, (\$35,000 for two vehicles). Below is a graphic table depicting the information and costs pertaining to the three (3) bids that were obtained for the acquisition and installation of the emergency response equipment. Copies of the bids are attached to the staff report dated March 15, 2016 (Attachment A), for your review.

| Company submitting bid | Amount per vehicle | Amount for two vehicles |
|------------------------------------|--------------------|-------------------------|
| Black and White Emergency Vehicles | \$15,044.50 | \$30,089.00 |
| Magnum Breeze II, Inc. | \$15,090.29 | \$30,180.58 |
| 10-08 Retrofit | \$16,042.29 | \$32,084.58 |

The lowest and most favorable bid was provided by Black and White Emergency Vehicles in the amount of \$15,044.50 per vehicle, (X2 vehicles = \$30,089.00), and provides a savings of \$4,911.00 from the originally estimated expense of \$35,000.00.

The total fiscal impact for this requested expenditure is \$30,089.00, to be drawn from the Police Forfeiture Fund, account, #229-7010-421.74-10.

CONCLUSION

Upon Council approval, Chief of Police to purchase the requested emergency equipment and to have installed by Black and White Emergency Vehicles, in West Covina, CA, as previously approved.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Staff Report dated March 15, 2016

ATTACHMENT

“A”



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

March 15, 2016

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

Dear Mayor and Members of the City Council:

APPROVE REQUEST TO PURCHASE TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

IT IS RECOMMENDED CITY COUNCIL:

1. Authorize the requisition of funds to purchase and equip two new Police Department Patrol Services Division police vehicles from the FORD MOTOR COMPANY, specifically South Bay Ford in Hawthorne, CA.; and
2. Authorize the Chief of Police to purchase the vehicles and associated equipment.

BACKGROUND

The Police Department maintains a fleet of police patrol vehicles that are black and white in color and have distinct "Police" graphics and markings identifying them as police service vehicles. These vehicles are driven by sworn police officers in the performance of their duties. In order to provide effective and efficient police service to the community, the Department must maintain the current number of police patrol vehicles in operation.

Recently, two of the Department's police patrol vehicles were damaged beyond repair and must be replaced. The City's Vehicle Maintenance (VM) Division has inspected these two police patrol vehicles and based on the damage to each respective vehicle, the age of the vehicles, and damage to the vehicles, repairing the vehicles is cost prohibitive and not a beneficial financial investment. Therefore, these two vehicles have been declared by VM as unsalvageable and not suitable for service.

The below table identifies the damaged police patrol vehicles recommended for replacement and removal from the City's vehicle fleet.

APPROVE REQUEST TO PURCHASE TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

March 15, 2016

Page 2 of 4

| Vehicle # | Year/Make/Model | Mileage | Reason for Replacement |
|-----------|---|---------|--|
| 905 | 2007 Ford Crown Victoria Police Interceptor | 89,414 | Extensive fire damage throughout due to electrical caused fire. |
| 916 | 2011 Ford Crown Victoria Police Interceptor | 15,332 | Extensive collision damage to front end, undercarriage and structural frame. |

These two police patrol vehicles meet the City's Vehicle Replacement Policy under the following guideline(s);

1). Procedure, 5.; (Both vehicles) – *“When a City owned vehicle has been damaged beyond reasonable repair or is otherwise determined by VM that it is unsafe, the Department Head may request with the concurrence of the Finance Director and the City Manager to bring a budget amendment for City Council approval to replace that vehicle at any time during a year”.*

2). B. Combination of Age or Mileage; (Vehicle #905 only) – This guideline sets forth guidelines requiring police vehicles considered for replacement to be 5 years old and have at least 100,000 miles. In this case, Vehicle #905 is over 8 years old, and has close to 90,000 miles.

RECOMMENDATION

Due to the unrepairable damage to these two Ford Crown Victoria Police Interceptor vehicles, the Police Department recommends their replacement, with the purchase of two new 2016 Ford Explorer SUV vehicles, identified by Ford as the *Police Interceptor Utility*, manufactured specifically for police service.

ANALYSIS

The Police Interceptor Utility has become a standard in police vehicles across the nation and currently makes up 40% of recently purchased police patrol vehicles nationwide. In a March 2014 article, titled *The Best-Selling Cop Car Is Actually An SUV*, it states, “...last year, the Interceptor Utility outsold every other police vehicle in the U.S.”

The Police Interceptor Utility offers more interior space than the Department's current Ford Crown Victoria Police Interceptors, which are no longer being manufactured by Ford. Additionally, the Police Interceptor Utility is larger and has more interior space than the latest available model Ford Taurus Police Interceptor (the third most sold police vehicle in 2013)¹ and the Dodge Charger (the second most sold police vehicle in 2013)². Moreover, the new higher profile Police Interceptor Utility allows for a greater field of vision than passenger cars and the all-wheel drive enhances handling during emergency operations.

¹ Richard Read, “The Best-Selling Cop Car Is Actually an SUV,” www.carconnection.com, (March 27, 2014)

² Richard Read, “The Best-Selling Cop Car Is Actually an SUV”

APPROVE REQUEST TO PURCHASE TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

March 15, 2016

Page 3 of 4

The Police Interceptor Utility is powered by a V6 EcoBoost® engine, which offers better fuel economy. The Police Interceptor Utility includes a five year warranty program, through Ford Motor Company, which averts warranted repair costs until 2021.

PROCUREMENT PROCESS

In compliance with the City's procurement process, three bids were obtained from auto dealers in order to identify the best value for the purchase of the two new police patrol vehicles. The recommended dealer to purchase the vehicles from is South Bay Ford in Hawthorne, CA., which provided the lowest bid of \$64,970.60 base price for two vehicles. Below is a table outlining the three obtained bids. The expanded bids are included with this report.

| Dealer | Base Price per vehicle | Price for two vehicles |
|---------------------------|------------------------|------------------------|
| South Bay Ford | \$32,485.30 | \$64,970.60 |
| National Auto Fleet Group | \$33,714.82 | \$67,429.64 |
| Ford of Montebello | \$35,458.00 | \$70,916.00 |

FISCAL IMPACT/FINANCING

The total fiscal impact for this requested expenditure is **\$99,970.60**. The below table provides a breakdown of the total costs associated with purchasing the recommended two 2016 Ford Explorer, Police Interceptor Utility vehicles.

| Base cost per vehicle | Aftermarket supplement emergency equipment | Total cost per vehicle |
|-----------------------|--|------------------------|
| \$32,485.30 | \$17,500.00 (not to exceed) | \$49,985.30 |
| | X2 Total Cost | \$99,970.60 |

No additional budget appropriation is required for this purchase.

CONCLUSION

Upon approval by City Council, the Finance Department will issue a Purchase Order for the acquisition of these Police Interceptor Utility vehicles.

Respectfully submitted,


EDGAR P. CISNEROS
City Manager


COSME LOZANO
Chief of Police

Motion: Mayor Ortiz moved to appoint Council Member Macias as Member and Vice Mayor Sanabria as Alternate to the I-710 Project Committee, seconded by Vice Mayor Sanabria. Motion passed 4-0-1 by the following vote:

REGULAR AGENDA ITEM 6 (continued)

ROLL CALL:

| | | |
|---------|--------------------|--|
| AYES: | Council Member(s): | Amezquita, Macias, Vice Mayor Sanabria |
| | | and Mayor Ortiz |
| NOES: | Council Member(s): | None |
| ABSENT: | Council Member(s): | Pineda |

POLICE

7. Approve Request to Purchase Two Police Department Investigations Division Police Vehicles and Supplementary Equipment

Motion: Vice Mayor Sanabria moved to approve the request to purchase and equip two new Police Department vehicles from Ford Motor Company, specifically South Bay Ford in Hawthorne, CA, authorize additional budget appropriation of \$94,970.60 from the supplemental Frontline Law Enforcement Fund, Account 122-7010-421.74-10 and authorized the Chief of Police to purchase the vehicles and associated equipment seconded by Council Member Macias. Motion passed 4-0-1 by the following vote:

ROLL CALL:

| | | |
|---------|--------------------|--|
| AYES: | Council Member(s): | Amezquita, Macias, Vice Mayor Sanabria |
| | | and Mayor Ortiz |
| NOES: | Council Member(s): | None |
| ABSENT: | Council Member(s): | Pineda |

8. Approve Request to Purchase Two Police Department Patrol Operations Division Police Vehicles and Supplementary Equipment

Motion: Vice Mayor Sanabria moved to approve the request to purchase and equip two new Police Department Patrol Services Division police vehicles from the Ford Motor Company, specifically South Bay Ford in Hawthorne, CA, authorize the Chief of Police to purchase the vehicles and associated equipment, seconded by Council Member Macias. Motion passed 4-0-1 by the following vote:

ROLL CALL:

| | | |
|---------|--------------------|--|
| AYES: | Council Member(s): | Amezquita, Macias, Vice Mayor Sanabria |
| | | and Mayor Ortiz |
| NOES: | Council Member(s): | None |
| ABSENT: | Council Member(s): | Pineda |

PARKS AND RECREATION

9. Consideration and Approval of an Activities in Public Places Permit & Fee Waiver Request for the American Cancer Society



1611 W. San Bernardino Rd. Unit E
Covina, CA 91722
Office (626) 966-2576 Fax (626) 966-2569

Invoice

| | |
|-----------|---------|
| Date | Invoice |
| 6/23/2016 | 1359 |

| Bill To |
|--|
| Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255 |

| Ship To |
|---|
| Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255 USA |

Acc # 229-7010-421-7410

| Project/Job | P.O. No. | Terms |
|------------------------------|----------|--------|
| 2016 Ford Utility Unit # New | | Net 30 |

| Item | Description | Qty | Amount |
|-----------------|---|-----|-----------|
| 5343-2L91 | Go Rhino Light Ready Push Bumper For 2016 Ford Interceptor W/Eco-Boost , CODE 3 | 1 | 320.00T |
| MR6MC-RW | MR6 Lights | | |
| MR6MC-BW | Code 3 MR6 Multi Color Red/White | 2 | 140.00T |
| HDLGTBKT-PIU | Code 3 MR6 Multi Color LED Blue/White | 2 | 140.00T |
| PLATINUMPKG | MR6 Light Bracket 2015 Ford Utility | 1 | 19.15T |
| HG22PC68BR | Code 3 Platinum Collection , Z3 Sire, Banshee Amp & 2 C3100 Speakers | 1 | 1,250.00T |
| 21TR47MC4CR | HG2 Blue/Red 68" Side Runners for 2016 Ford Interceptor | 1 | 766.80T |
| CELSPKG6 | Code 3 47" Multi-Color Full Feature Lightbar | 1 | 1,550.00T |
| HB6PAK-RB | Citadel Multi Color for Ford Utility Drivers Side Red Passenger Side Blue | 1 | 1,146.48T |
| SI240-T-IH | 6-LED Low Profile Hide a way- Red/Blue | 2 | 130.00T |
| CC-UV-L-18 | Secure Idle 2016 Ford Interceptor Sedan & Utility | 1 | 137.40T |
| AC-INTBHG | Troy 18" Ford Utility Console | 1 | 325.00T |
| AC-ARMMNT-FX | Troy 4" Internal Dual beverage Holder W/ Rubber Fingers | 1 | 44.50T |
| 475-2001 | Troy Arm Rest for Low-Profile Consoles 4x7/5x8 Pad | 1 | 110.50T |
| TP-E-SL6-US-SS | Gun Rack - Dual Weapon, Partition Mounted, Vertical (GR3-AR BLM-870-XTRD-VP3/8/9) | 1 | 326.50T |
| 2-SAB-FDUV-BB | Troy Stash N Stow Cage with Sliding Center Window W/Square Punched Mesh Guard | 1 | 587.31T |
| KP-UV-DAP-SS | Ford Interceptor UV Big Boy Partition Mount | 1 | 0.00T |
| WG-UV-POLY-DSFS | Troy Ford Stash N Stow Kick Panels | 1 | 111.15T |
| DP-FDUV-DS-PS | UV Poly Windows Ford Utility | 1 | 215.00T |
| MR6MC-RB | Troy Rear Door Panels For 2013 Ford Utility Police Interceptor | 1 | 193.20T |
| MR6FMKIT | Code 3 MR6 Multi Color Red/Blue | 2 | 140.00T |
| PS-FDUV-OS-R | Code 3 Flush Mount Grommet Kit For MR6 Lighthead | 2 | 22.10T |
| MMSU-1 | Prisoner Seat W/Rear Troy Partition | 1 | 1,175.00T |
| 436486 | Magnetic Mic Single Unit | 2 | 57.00T |
| 22174 | Larsen 17" RG58/U Dual Shield High Frequency Antenna Coax | 2 | 29.90T |
| 49165 | MiniUHF Male Crimp-RG58 | 2 | 5.00T |
| 35951 | LAIRD 450-470 MHz Unity gain 1/4 wave antenna. | 1 | 9.25T |
| C-DMM-123 | 152-162 Mhz 1/4 Wave Antenna Black, Laird Technologies | 1 | 9.85T |
| C-TCB-7 | Dash Monitor Mount Base For 2013-2014 Ford Interceptor Utility | 1 | 300.65T |
| C-KBM-101 | Universal Telescoping Computer Base, 7" - 14" Side Mount | 1 | 112.65T |
| C-MD-202 | Havis Keyboard Mounting Plate For TG3 | 1 | 70.65T |
| | Tilt Swivel Motion Device | 1 | 55.30T |

| E-mail | Web Site |
|---------------------------|-------------------------|
| Support@pfsaccounting.com | WWW.BLACKANDWHITEEV.COM |

| |
|--------------------|
| Sales Tax |
| Total |
| Payments/Credits |
| Balance Due |



1611 W. San Bernardino Rd. Unit E
 Covina, CA 91722
 Office (626) 966-2576 Fax (626) 966-2569

Invoice

| | |
|-----------|---------|
| Date | Invoice |
| 6/23/2016 | 1359 |

| Bill To |
|--|
| Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255 |

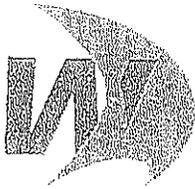
| Ship To |
|---|
| Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255 USA |

| Project/Job | P.O. No. | Terms |
|------------------------------|----------|--------|
| 2016 Ford Utility Unit # New | | Net 30 |

| Item | Description | Qty | Amount |
|-----------------|--|-----|----------|
| 6001 | Top Hat High Amp Timer, 250 amp | 1 | 134.75 |
| BS5026 | 12 Position Fuse Block w/ground cover, Marine Grade | 1 | 40.35 |
| MRCB-150 | High Amp Manual Reset Breaker, 150 Amp | 1 | 28.65 |
| WIRE&TERMINALS | Wire, Terminals, Tie-Wraps, & Hardware | 1 | 165.00 |
| TPA9289 | Setina Lower Sliding Equipment Tray | 1 | 294.55 |
| TK0230ITU12 | Cargo Box-LFC-BSN 12-16 Interceptor Utility | 1 | 1,036.55 |
| GRFXKIT | Graphics for Ford Utility , Customers Spec | 1 | 275.00 |
| BR-UNIV-SIDBRKT | Front Universal Bumper Bike Bracket | 2 | 455.04 |
| FULL,BUILD | Installation of all Emergency Equipment into Police Vehicle and customer provided VHF & UHF Radios, and Tablet with Dock into a 2016 Ford Explorer. Installation of Graphics. Unit # New | 34 | 2,040.00 |

| E-mail | Web Site |
|---------------------------|-------------------------|
| Support@pfsaccounting.com | WWW.BLACKANDWHITEEV.COM |

| | |
|--------------------|-------------|
| Sales Tax | \$1,073.77 |
| Total | \$15,044.50 |
| Payments/Credits | \$0.00 |
| Balance Due | \$15,044.50 |



MAGNUM BREEZE II, INC. DBA:
 WOODCREST VEHICLE CENTER
 740 Palmyrita Avenue, Ste. "D"
 Riverside CA 92507
 (951)222-2270 Fax (951)222-2239

QUOTE

| |
|---------------------|
| Name / Address |
| HUNTINGTON PARK P.D |

| | |
|-----------|------------|
| Date | Estimate # |
| 5/12/2016 | 4190 |

| Item | Description | Qty | Cost | Total |
|------------------|--|-----|----------|-----------|
| LABOR | LABOR 70 PER HOUR to install the following equipment listed below | 37 | 70.00 | 2,590.00 |
| 5343-2L91 | GO RHINO PUSH BUMPER FOR FORD UTILITY W/ECO-BOOST SET UP FOR DUAL MR6 LIGHTS | 1 | 305.96 | 305.96T |
| MR6MC-RW | MR6 MULTI-COLORED LIGHT RED/WHITE | 2 | 84.89 | 169.78T |
| MR6MC-BW | MR6 MULTI-COLORED LIGHT BLUE/WHITE | 2 | 84.89 | 169.78T |
| HDLGTSBKT-PIU | HEADLIGHT LIGHTS BRACKETS FOR A UTILITY | 1 | 20.74 | 20.74T |
| CODE 3. | Z3 SIREN AM. 2 C3100U, BANSHEE AMP | 1 | 1,304.50 | 1,304.50T |
| WCVC. | HG2 RED/BLUE SIDE RUNNERS 68" | 1 | 958.80 | 958.80T |
| 21TRPL47. | CODE 3 21TRPLMC MULTI-COLORED BAR | 1 | 2,530.03 | 2,530.03T |
| CODE 3. | CTIDAL MULTI-COLORED RED/BLUE | | 0.00 | 0.00T |
| HB6PAK-RB. | 6-PACK LED Hide-A-Blast STROBE, SPLIT RED/BLUE | 2 | 71.49 | 142.98T |
| SI-240T-JH. | SECURE IDLE FOR 2013-2015 EXPLORER/TAURUS INTERCEPTOR | 1 | 148.35 | 148.35T |
| INNOVATIVE | FORD UTILITY CONSOLE WITH BUILT IN CUP HOLDER AND ARM REST | 1 | 425.00 | 425.00T |
| LASD-ADGR-12-... | L.A.S.D. Adjustable A/R-S.G. MOUNT W/ SANTA CRUZ WITH AR INSERT | 1 | 513.50 | 513.50T |
| 5700W | SLIDING WINDOW FRONT PARTITION (NO BRACKETS) UNIVERSAL | | 371.80 | 371.80T |
| 5700SCR | Optional Mesh Screen (only compatible w/ sliding window cage) | 1 | 57.64 | 57.64T |
| 570711 | TRANSFER KIT FOR 2013-2016 FORD EXPLORER INTERCEPTOR BRACKETS FOR FRONT PARTITION | 1 | 114.14 | 114.14T |
| 5700FEF | 2012-2016 FORD EXPLORER INTERCEPTOR FLAT PANEL AND LOWER EXTENSION PANELS FOR FRONT PARTITION | 1 | 130.00 | 130.00T |
| WC15VC-14) | INTERCEPTOR SUV LOWER DOOR PANELS (SET) LINE-X COVERING | 1 | 149.00 | 149.00T |
| WC15VC-112. | NEW EXPLORER REAR LEXAN WINDOW COVERING FRAME SET | 1 | 84.00 | 84.00T |
| WC15VC-120. | NEW EXPLORER REAR LEXAN WINDOW COVERING | 2 | 65.00 | 130.00T |
| MR6MC-RB | MR6 MULTI-COLORED LIGHT RED/BLUE | 2 | 84.89 | 169.78T |
| MR6FMKIT | GROMMET FOR FLUSH MOUNT KIT | 2 | 10.60 | 21.20T |
| FE4502. | PRISONER TRANSPORT SEAT FORD INTERCEPTOR SUV WITH LAGUNA SEATBELTS AND REAR CARGO MESH SCREEN(INCLUDES SHIPPING) | 1 | 1,010.70 | 1,010.70T |
| MMPK-1 | MAGNETIC MIC CLIP | 2 | 26.00 | 52.00T |

| | |
|--|------------------|
| | Subtotal |
| ALL QUOTES ARE GOOD FOR 90 DAYS FROM ORIGINAL DATE | Sales Tax (9.0%) |
| | Total |

| |
|----------------|
| Phone # |
| (951) 222-2270 |



MAGNUM BREEZE II, INC. DBA:
 WOODCREST VEHICLE CENTER
 740 Palmyrita Avenue, Ste. "D"
 Riverside CA 92507
 (951)222-2270 Fax (951)222-2239

QUOTE

| |
|---------------------|
| Name / Address |
| HUNTINGTON PARK P.D |

| | |
|-----------|------------|
| Date | Estimate # |
| 5/12/2016 | 4190 |

| Item | Description | Qty | Cost | Total |
|---------------|---|-----|----------|-----------|
| ANXMB9U. | 3/4" HOLE NMO STYLE BRASS MT W/17 RG58U COAX & NO CONNECTOR | 2 | 13.41 | 26.82T |
| ANXQWPT120. | 118-970 MHz 0 DB FIELD TUNAB 1/4 WAVE MOBILE ANTENNA (450-470, 152-162) | 2 | 12.30 | 24.60T |
| HAVIS | DASH MOUNT, TELESCOPING COMPUTER BASE, KEYBOARD MOUNT AND TILT SWIVEL MOUNT | 1 | 675.00 | 675.00T |
| 6001. | POWER TAPER -TOP HAT | 1 | 162.51 | 162.51T |
| 5026B. | 12 POSITION MARINE FUSE BLOCK W/ NEGATIVE BUS AND COVER | 1 | 33.24 | 33.24T |
| 4906. | HI-AMP BUSSMAN CIRCUIT BREAKER 130 AMP | 1 | 29.85 | 29.85T |
| JOB MATERIALS | MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, POWDER COAT, SPLIT LOOM, RELAYS, ETC. | 1 | 120.00 | 120.00T |
| TPA9289 | SETINA LOWER SLIDING EQUIPMENT TRAY | 1 | 324.87 | 324.87T |
| TK02301TU12 | CARGO BOX - LFC- Lift top, Fixed box with Combination Lock - BSN- Base Sliding with No Lock | 1 | 1,091.09 | 1,091.09T |

| | | |
|--|-------------------------|-------------|
| | Subtotal | \$14,058.16 |
| ALL QUOTES ARE GOOD FOR 90 DAYS FROM ORIGINAL DATE | Sales Tax (9.0%) | \$1,032.15 |
| | Total | \$15,090.29 |

| |
|----------------|
| Phone # |
| (951) 222-2270 |

10-8 RETROFIT INC

415 W. MAIN ST
 ONTARIO, CA 91762-3845
 909-986-5551 Office
 909-986-5506 Fax

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 5/12/2016 | 12570 |

| |
|-------------------------|
| Name / Address |
| CITY OF HUNTINGTON PARK |

| |
|-------------------------|
| Ship To |
| CITY OF HUNTINGTON PARK |

| Vehicle Info. | | Rep | Terms | Due Date |
|---|--|-------------------------|----------|-----------|
| 2016 FORD EXP INTERCEPTOR | | | Net 30 | 6/11/2016 |
| Item | Description | Qty | Total | |
| 5343-2L91 | GO RHINO, 5343-2L91, LIGHT READY PUSH BUMPER, 2016 FORD PI | 1 | 283.00T | |
| MR6MC-RW | W/ECO-BOOST, CODE 3 MR6 LIGHTS | 1 | | |
| MR6MC-BW | CODE 3 Red/White MR6 multi color LED, Hood or Flush Mount (Hardware included) | 2 | 165.92T | |
| HDLGTBKT-PIU | CODE 3 Blue/White MR6 multi color LED, Hood or Flush Mount (Hardware included) | 2 | 165.88T | |
| | CODE 3 Pair of Headlight Brackets for 2015 PI Utility (MR6) | 1 | 20.26T | |
| PLATINUMPKG | CODE 3. PLATINUMPKG, Z3 SIRE, BANSHEE AMP & 2 C3100 | 1 | 1306.64T | |
| HG22PC68BR | HG2. HG22PC68BR, BLUE/RED 68" SIDE RUNNERS FOR 2016 FORD INTERCEPTOR | 1 | 1025.00T | |
| 21TR47MC4CR | CODE 3. 21TR47MC4CR, 47" MULTI-COLOR FULL FEATURE LIGHTBAR | 1 | 1800.00T | |
| CELS Package #6 | CODE 3 Citadel™ w/6-XT45MC-XX, CELS CC box and cables | 1 | 213.92T | |
| H86PAK-RB | HIDE-A-WAY CORNER RED/BLUE | 2 | 151.00T | |
| S1240TIH | SECURE IDLE FORD INTERCEPTOR AND SEDAN INTERCEPTOR | 1 | 148.85T | |
| CC-UV-L-18 | CONSOLE SUV 18" SLANTED | 1 | 340.50T | |
| AC-INTBH-G | INTERNAL DUAL CUP W/ RUBBER GROMMETS 4" AC-INTSBH | 1 | 59.00T | |
| AC-ARMNNT-FX | OBSOLETE USE AC-ARMNNT-FX | 1 | 95.00T | |
| 475-2001 | JOTTO, 475-2001, Dual Weapon Gun Rack, Partition Mounted, (GR3-AR | 1 | 501.39T | |
| TP-E-SL6-US-SS | BLM-870-XTRD-VP3/8/9) TROY. TP-E-SL6-US-SS, 17" SLIDING WINDOW PARTITION, SEDAN SIZE. STASH-N-STOW | 1 | 534.60T | |
| 2-SAB-FDUV-BB | MOUNT KIT BIG BOY 2-SAB-FDUV-BB / FORD SUV | 1 | 220.00T | |
| KP-UV-DAP-SS | TROY, KP-UV-DAP-SS, STASH N TOW KICK PANELS | 1 | 103.33T | |
| WG-UV-POLY-DS/PS | TROY WINDOW GUARD POLY. INTERCEPTOR SUV DRIVER AND PASSENGER | 1 | 226.80T | |
| DP-FDUV-DS&PS | SUV STEEL DOOR PANEL DRIVER&PASSENGER SIDE DP-FDUV-DS & -PS | 1 | 175.00T | |
| MR6MC-RB | CODE 3 Red/Blue MR6 multi color LED, Hood or Flush Mount (Hardware included) | 2 | 165.88T | |
| MR6FMKIT | CODE 3 GROMET | 2 | 28.00T | |
| PS-FDUV-OS-R | PS-FDUV-OS-R UV PLASTIC SEAT / MOUNT / OS BELTS / UV REAR CAGE / HARDWARE | 1 | 110.00T | |
| MMSU-1 | ASSEMBLED PRODUCTS MAGNETIC MICROPHONE MOUNT | 2 | 52.00T | |
| QUOTE GOOD FOR 30 DAYS FROM DATE ON ESTIMATE CALIFORNIA CERTIFIED SMALL BUSINESS #1758177 SALES TAX WILL BE CHARGED ON ANY LABOR FOR VEHICLES WITH FEWER THAN 500 MILES PER CA STATE BOE REGULATIONS | | Subtotal | | |
| | | Sales Tax (9.0%) | | |
| E-mail | | Total | | |
| mario@10-8retrofit.com | | www.10-8Retrofit.com | | |

10-8 RETROFIT INC
 415 W. MAIN ST
 ONTARIO, CA 91762-3845
 909-986-5551 Office
 909-986-5506 Fax

Estimate

| Date | Estimate # |
|-----------|------------|
| 5/12/2016 | 12570 |

| Name / Address |
|-------------------------|
| CITY OF HUNTINGTON PARK |

| Ship To |
|-------------------------|
| CITY OF HUNTINGTON PARK |

| Vehicle Info. | | Rep | Terms | Due Date |
|--|--|----------------------|-------------------------|--------------|
| 2016 FORD EXP INTERCEPTOR | | | Net 30 | 6/11/2016 |
| Item | Description | Qty | Total | |
| NMOKHFUD | LARSEN 17" RG58/U DUAL SHIELD ANTENNA COAX | 2 | 24.00T | |
| MINI /RFU601-1 | RFU601-1 / MINI UHF MALE 50 Ohm (RG58 - LMR195 CABLE TYPE) | 2 | 9.24T | |
| ANTENNA / ANXQW450 | 450-470 MHz Unity 1/4 Wave Mobile Antenna, 6" | 1 | 10.50T | |
| ANTENNA / QW152 | ANTENNA CHROME QW152 / 152-162 MHZ 1/4 WAVE | 1 | 15.00T | |
| C-DMM-123 | DASH MONITOR MOUNT 2013-16 INTERCEPTOR | 1 | 257.68T | |
| C-TCB-7 | HAVIS SHIELD C-TCB-7 UNIVERSAL SIDE MOUNT TEL. BASE 7"-14" / 132.00 | 1 | 104.78T | |
| C-KBM-101 | HAVIS KEYBOARD MOUNT PLATE FOR TGS C-KBM-101 | 1 | 65.59T | |
| C-MD-202 | HAVIS TILT SWIVEL MOUNT C-MD-202 | 1 | 60.33T | |
| 6001 | COPELAND TAMER TOP HAT 6001 W/ 200AMP SOLENOID / 2 YEAR WARRANTY | 1 | 154.55T | |
| FUSE 12 / 5026B | FUSE BLOCK 12 / 5026B W/ COVER POS. NEG. BUS | 1 | 32.00T | |
| MRCB-150 | CIRCUIT BREAKER 150 MRCB-150 | 1 | 40.53T | |
| WIRE & TERMINALS | RELAYS 30 AMP, CIRCUIT BREAKER, FUSES, WIRE, CONNECTORS, ETC. | 1 | 150.00T | |
| TPA9289 | TPA9289 LOWER SLIDING EQUIPMENT TRAY (NO LOCK OPTION) SUV | 1 | 325.00T | |
| TK0230ITU12 | SETTINA, TK0230ITU12, CARGO BOX - LFC- Lift top. Fixed box with Combination Lock - BSN- Base Sliding with No Lock | 1 | 3007.16T | |
| DECAL / MISC | DECALS MISC. INSTALL / CROWN GRAFFIC | 1 | 550.00T | |
| BIKE / BRACKET | BIKE BRACKET FRONT BUMPER PAIR | 1 | 75.00T | |
| LABOR 1 | FORD EXPLORER INTERCEPTOR- LIGHTING & EQUIPMENT OUTFITTING | 34 | 2210.00T | |
| 2016 FORD UTILITY SUV sthoreson@huntingtonparkpd.org | | | | |
| QUOTE GOOD FOR 30 DAYS FROM DATE ON ESTIMATE CALIFORNIA CERTIFIED SMALL BUSINESS #1758177 SALES TAX WILL BE CHARGED ON ANY LABOR FOR VEHICLES WITH FEWER THAN 500 MILES PER CA STATE BOE REGULATIONS | | | Subtotal | \$14,763.11 |
| | | | Sales Tax (9.0%) | \$1,279.18 |
| E-mail | | Web Site | | Total |
| mario@10-8retrofit.com | | www.10-8Retrofit.com | | |
| | | | | \$16,042.29 |



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 16, 2016

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 TO APPROVE THE STANDARD AGREEMENT BETWEEN THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT ASSISTANCE PROGRAM (GAP) AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR (FY) 2016-2017 ABC GRANT ASSISTANCE PROGRAM FUNDING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Standard Agreement with the Department of Alcoholic Beverage Control (ABC) Grant Assistance Program;
2. Adopt Resolution No. 2016-32, Authorizing Chief of Police, Cosme Lozano to enter into an Agreement with the Department of Alcoholic Beverage Control; and
3. Authorize the Finance Department to make payments to facilitate the successful completion of this project.

BACKGROUND

In 1995, the Alcoholic Beverage Control embarked on a new and innovative approach to broaden and increase the level of alcohol-related law enforcement by working in partnership with cities and counties through a grant assistance project. The mission of the Grant Assistance Project (GAP) is to work with local law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminating crime and public nuisance problems associated with problem alcoholic beverage outlets, and then institutionalize those approaches within the local police agency.

The City of Huntington Park and City of South Gate have been jointly awarded a fiscal year 2016/2017 Alcoholic Beverage Control Grant in the amount of \$55,000.

RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT ASSISTANCE PROGRAM (GAP) AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR (FY) 2016-2017 ABC GRANT ASSISTANCE PROGRAM FUNDING

August 16, 2016

Page 2 of 4

Officers of Huntington Park and South Gate Police Departments will work in partnership with ABC investigators to implement the objectives of the program which will include minor decoy / shoulder tap operations, IMPACT inspections, trap door operations, party prevention and dispersal deployment. South Gate and Huntington Park Police Departments will conduct various undercover operations on licensed establishments that have been identified as problematic ABC locations; due to problems associated with prostitutions, narcotics activity and human trafficking. Both departments will incorporate prevention and education programs that will allow them to be part of the solution to reduce underage drinking, alcohol related crimes and how to identify problem locations. Additionally, Huntington Park and South Gate will engage other public organizations and community groups, including but not limited to, Los Angeles Unified School District, Neighborhood Watch Groups, business owners, and the business community to support outreach efforts in increasing public awareness of ABC's rules and regulations. They will employ press releases that support the efforts of the grant program as well as submit articles of events to the press related to the program objectives.

These goals and objectives have the full support and commitment of each agency's Chief of Police, Command Staff and members of each department in order to successfully impact the issues associated with alcohol and sales from ABC licensed establishments. The Huntington Park and South Gate Police Department both believe that ABC licensees in the cities will benefit greatly from the proposed efforts on targeting alcohol related issues within the communities. Taking a collaborative approach in reducing alcohol related violations will allow each City's patrol officer to focus on patrol activities, crime prevention and other law enforcement activities to reduce overall crime and make a significant impact on the quality of life in the communities served.

FISCAL IMPACT/FINANCING

No matching funds are required to receive these grant funds. GAP awards fund on a reimbursement basis. Agencies receiving GAP awards must spend funds to complete projects, and submit for the reimbursement from the State. General fund monies used to complete this project will be reimbursed by the grant program. It is currently estimated that reimbursement on such projects may take up to 45 days.

With Council approval, this project will require that the City expend \$55,000 on the grant project. Huntington Park Police Department will submit for reimbursement of these funds on a monthly basis until the project is completed. State funds received will replenish the account established for this purpose.

RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT ASSISTANCE PROGRAM (GAP) AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR (FY) 2016-2017 ABC GRANT ASSISTANCE PROGRAM FUNDING

August 16, 2016

Page 3 of 4

This activity is being funded by the awarded amount of \$55,000. We are requesting an appropriation from Accounts:

252-7010-421.13-00 for Police Department overtime in the amount of \$25,000 for the remainder of FY16/17

252-7010-421.56-41 for Contract overtime with the South Gate Police Department in the amount of \$25,000 for the remainder of FY 16/17

#252-7010-421.56-12 for operating expenses in the amount of \$2,500 for the remainder of FY 16/17

#252-7010-421.59-15 for conference registration, hotel and travel expenses in the amount of \$2,500 for the remainder of FY 16/17

The funds awarded by the grant are allocated as follows; \$25,000 Huntington Park, \$25,000 South Gate, \$2,500 joint operating expenses, \$2,500 joint travel/registration and training expenses.

LEGAL AND PROGRAM REQUIREMENTS

A total of \$55,000 in grant funding has been awarded to the City of Huntington Park and City of South Gate for these projects. The City of Huntington Park will be the fiscal agent for these funds and will be responsible for reimbursement requests/invoices received from the City of South Gate.

CONCLUSION

Upon approval by the City Council:

1. The Chief of Police will execute the Standard Agreement for Fiscal Year 2016-2017 Alcoholic Beverage Control Grant Assistance Program between the City of Huntington Park and Department of Alcoholic Beverage Control;
2. Forward to the Department of Alcoholic Beverage Control for the required Administration Director signature;
3. Huntington Park Police Department and South Gate Police Department will begin executing the proposed goals and objectives; not to exceed \$55,000 as provided for by the grant; and
4. The Finance Department will issue necessary payments to facilitate the successful completion of this project.

RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT ASSISTANCE PROGRAM (GAP) AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR (FY) 2016-2017 ABC GRANT ASSISTANCE PROGRAM FUNDING

August 16, 2016

Page 4 of 4

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. Fiscal Year 2016-2017 Alcoholic Beverage Control Grant Assistance Program / State of California Standard Agreement
- B. Resolution No. 2016-32, Authorizing Chief of Police, Cosme Lozano to Enter into an Agreement with the Department of Alcoholic Beverage Control

| |
|-------------------------------------|
| AGREEMENT NUMBER 16G-LA19 |
| REGISTRATION NUMBER |

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
 DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR'S NAME
 City of Huntington Park through the Huntington Park Police Department

2. The term of this Agreement is: July 1, 2016 through June 30, 2017

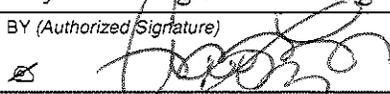
3. The maximum amount of this Agreement is: \$ 55,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|--|-----------|
| Exhibit A – Scope of Work | 4 page(s) |
| Exhibit B – Budget Detail and Payment Provisions | 3 page(s) |
| Exhibit C* – General Terms and Conditions | GTC 610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 1 page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | page(s) |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| | | |
|--|-------------------------------------|---|
| CONTRACTOR | | California Department of General Services Use Only <input checked="" type="checkbox"/> Exempt per: SCM 4.04.(A)(3) |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Huntington Park through the Huntington Park Police Department | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) 6-8-16 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Cosme Lozano, Chief | | |
| ADDRESS 6542 Miles Avenue Huntington Park, CA 90255 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Department of Alcoholic Beverage Control | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Randall Deems, Assistant Director, Administration | | |
| ADDRESS 3927 Lennane Drive, Suite 100, Sacramento CA 95834 | | |

SCOPE OF WORK

1. SUMMARY

a. Agency Description:

The South Gate Police Department is a full service police department providing public safety service to the City of South Gate. It consists of 77 sworn officers and 45 civilian support staff employees. The sworn personnel include a Police Chief, 2 Captains, 5 Lieutenants, 11 Sergeants, 12 Detectives, and 46 patrol officers. The South Gate Police Department is subdivided into 3 divisions; Patrol, Administration, and Services Divisions. Each division contains specialty assignments such as Crime Impact Team, Narcotics, Detective Bureau, SWAT, K9 and Traffic.

The City of South Gate is approximately 7.49 square miles and is located in Southeast Los Angeles County. The approximate population of South Gate is 96,057. According to US Census 2012 records the City's demographics is predominantly Hispanic 95%, White 3.5%, Asian 1%, African American .5%, with a median household age of 30.2. The median household income is \$41,851 and has about 20.6% of its population at poverty level. There are a total of 117 licensed ABC establishments which consist of 50 on-sale and 67 off-sale.

The Huntington Park Police Department is a full service police department providing public safety service to the City of Huntington Park. The police department is composed of 104 full-time employees which includes 59 sworn personnel and 45 civilian employees. The Department also has 25 part-time employees. The police department personnel consist of a Chief of Police, 3 Lieutenants, 9 Sergeants, 20 Senior Officers and 26 patrol officers. The Huntington Park Police Department is subdivided into 4 divisions; Patrol, Administration, Support Services and Investigations. Each division has specialty assignments such as Gang Unit, Detectives, Narcotics/Crime Suppression Unit(CSU), Special Emergency Response Team(SERT), Animal Enforcement and Traffic.

The City of Huntington Park is located in Southeast Los Angeles County and according to 2012 US Census records has an approximate population of 58,879. Huntington Park is approximately 3 square miles and situated six miles Southeast of the city of Los Angeles. The ethnic diversity within the city is 96% Hispanic or of Latin decent, 1.6% White, 1% African American, 1.3% Native American with a median age of 28.9. The median household income is \$34,510 and has approximately 25.2% of its population at poverty level. There are a total of 122 ABC licensed establishments within the city consisting of 51 on-sale and 71 off-sale.

b. Funding Request

Huntington Park and South Gate Police Departments are requesting the amount of \$55,000 to enforce alcohol related laws and to enhance the departments and communities education of ABC rules and regulations.

c. Goals and Objectives

Huntington Park and South Gate Police Departments are both committed to enhancing and increasing their current levels of outreach, enforcement and public education in regards to issues associated with alcohol sales in ABC licensed establishments.

Officers of Huntington Park and South Gate Police Departments will work in partnership with ABC agents to implement the objectives of the program which will include Minor Decoy / Shoulder Tap / Cops in Shop operations, IMPACT/ROSTF inspections, trap door operations, party prevention, and

SCOPE OF WORK

dispersal deployment. South Gate and Huntington Park Police Departments will conduct various undercover operations on licensed establishments that have been identified as problematic ABC locations; due to problems associated with B-girls, prostitutions, narcotics activity and human trafficking. Both departments will incorporate prevention and education programs that will educate ABC licensed establishments as well as the community on ABC rules and regulations. This will allow them to be part of the solution to reduce underage drinking, alcohol related crimes and how to identify problem locations. Additionally, both departments will engage other public organizations and community groups, including but not limited to, Los Angeles Unified School District, Neighborhood Watch Groups, business owners, and the business community to support outreach efforts in increasing public awareness of ABC's rules and regulations. They will employ press releases that support the efforts of the grant program as well as submit articles and notices of events to the press related to the program objectives.

These goals and objectives have the full support and commitment of each agency's Chief of Police, Command Staff and members of each department in order to successfully impact the issues associated with alcohol sales from ABC licensed establishments. The Huntington Park and South Gate Police Department both believe that ABC licensees in the cities will benefit greatly from the proposed efforts on targeting alcohol related issues within the communities. Taking a collaborative approach in reducing alcohol related violations will allow each city's patrol officers to focus on patrol activities, crime prevention and other law enforcement activities to reduce overall crime and make a significant impact on the quality of life in the communities served.

d. Number of ABC Licensed Locations

The City of Huntington Park currently has 122 ABC licensed locations, 51 on-sale and 71 off-sale. The City of South Gate currently has 117 ABC licensed locations, 50 on-sale and 67 off-sale.

2. PROBLEM STATEMENT

The communities of Huntington Park and South Gate share many similarities including demographics, associated crimes and crimes trends. Both cities are situated in the Southeast area of Los Angeles County and belong to the same jurisdictional mutual aid agreement (Area E). Huntington Park and South Gate municipal police departments both provide public safety service to a large community population which is predominately Hispanic. Serious crime involving alcohol is a major concern. Both communities are combating the ongoing problems associated with ABC licensed establishments failing to check identifications, selling alcohol to minors, selling to obviously intoxicated persons and are fighting to reduce DUI's, public intoxication, adults purchasing alcohol for minors, beer runs and house parties that serve alcohol to minors. Both Huntington Park and South Gate receive constant complaints of intoxicated adults and/or minors out in public displaying disruptive behaviors such as urinating in public or fighting. In 2015, Huntington Park Police Department made 105 DUI arrests and 218 arrests for individuals who were drunk in public. The South Gate Police Department made 85 DUI arrests and 285 arrests for drunk in public. The 2012 rankings from the California Office of Traffic Safety show that the City of Huntington Park was ranked 8th out of 102 cities of similar average population in regards to alcohol related traffic collisions which resulted in death or injury, with a total of 34 DUI related traffic collisions. The City of South Gate was ranked 53rd out of 102 cities, with a total of 35 DUI related traffic collisions.

SCOPE OF WORK

Each city has a substantial Hispanic / Latino community and diverse culture which is reflected in the demographics of owners and employees of ABC licensed retailers. Both departments strongly believe that due to the language barrier there is a lack of knowledge of ABC laws, rules and regulations and the licensee and/or their employees are not fully able to adhere to the ABC guidelines. Therefore, each agency will conduct LEADS training in Spanish and English, which should reduce the sales to minors and adherence to ABC guidelines, in addition increase the quality of life issues of each community. The economy has affected both agencies ability to conduct direct enforcement with each department experiencing financial cutbacks and attrition of officers. Each agency has been balancing manpower shortages with high calls for service. Additionally, State Assembly Bill 109, "Realignment" mandates individuals sentenced to non-serious, non-violent, non-sex related offenses serve their time in county jail instead of state prison. This shifts the financial strain on counties and on local municipalities such as Huntington Park and South Gate. Street gangs from neighboring communities have adversely impacted crime rate due to their mobility. The effort to track and mitigate gang related violence and crime requires extensive resources and time taking a greater toll on the already limited resources. Both agencies have a working relationship in combating the same gangs and gang activity. If this grant is awarded it will help alleviate these issues and free up manpower and provide resources to address the alcohol issues within each city. Each city geographically borders the other and by collaborating and working together though direct enforcement both cities hope to decrease the number of alcohol related crimes in their communities.

Alcohol establishments, regardless of the type, have been problematic to law enforcement, especially in communities with many establishments located within or in close proximity to residential areas. The owners and employees of these establishments are prone to sell alcohol to underage individuals because of the high demand and potential for profit. Juveniles, especially gang members that cannot buy alcohol or get someone to purchase it for them will engage in a "beer run." On occasion, these types of incidents can become violent and turn into a robbery for the alcoholic beverage. Both agencies, along with ABC agents, will attempt to curtail this illegal activity.

The Huntington Park and South Gate Police Departments are currently executing the 2015-2016 ABC Grant. Through the efforts of the grant, both police departments have seen a decrease in overall alcohol related crimes and believe that it is due in part to the success of the current grant.

Although a decrease in alcohol related crimes have occurred, both the Huntington Park and South Gate Police Departments continue to respond to a high volume of calls for service related to ABC licensed establishments. These calls for service put a strain on the limited manpower resources. The vast majority of these calls for service occur during peak demand for police service and consist of general disturbances, noise complaints, assaults, suspicious incidents and homicides as a result of intoxicated individuals. These calls predominately occur during the later hours of operation and involve as least one or more persons under the influence of alcohol. Due to frequent encounters with extremely intoxicated and belligerent patrons at the scene of these investigations, it is strongly suspected that the establishments are contributing factors to these criminal investigations possibly due to over serving alcohol and exceeding maximum occupancy of their establishments. In addition, several off-sale establishments have experienced reports of gang activity, assaults, public urination, loitering, drinking in public, noise complaints, and public drunkenness on site requiring police response.

SCOPE OF WORK

3. Project Description

1. Each PD will send (2) officers to the GAP conference offered by ABC to be trained on enforcement tactics, strategies, and administrative accusation process. Officers will attend training offered by ABC throughout the year.
2. Each PD will identify and target problematic establishments within their city.
3. Each PD will continue the established relationships with ABC district offices and Grant Assistance Program Coordinator by meeting collectively once a month. They will discuss strategies and tactics to deal with problematic identified locations.
4. Each PD will prepare (3) press releases in cooperation with ABC, to announce the project and to report significant events or progress and activities engaging the media in the program and sting operations.
5. Each PD will conduct at least (5) minor decoy operations in their respective cities.
6. Each PD will conduct at least (5) IMPACT/ROSTF operations within their respective city.
7. Each PD will conduct at least (3) Shoulder Tap operations within their respective city.
8. Each PD will conduct at least (2) TAPPED operations within their respective city.
9. Each PD will conduct at least (1) Cops in Shop operation.
10. Each PD will conduct at least (6) discretionary undercover operations to included and not limited to Receiving Stolen Property, Serving to Obviously Intoxicated Persons, Trap Door, B-Girls, Narcotics, Prostitution, and Human Trafficking within and around ABC licensed locations.
11. Each PD will conduct at least (2) community meetings on alcohol awareness and related crimes/ topics or LEADS training within their respective city.
12. Each PD will conduct at least (1) enforcement detail targeting DUI, related crimes connecting alcohol consumption to driving and vehicles, and underage drinking enforcement operations within their respective city.

4. Project Personnel

The 2016-2017 Grant Assistance Program (GAP) will operate under the direction of the Crime Suppression Unit (CSU) of the Huntington Park Police Department. CSU is under management of Sergeant Richard Maretti. The Department's ABC enforcement efforts will be directly supervised by Sergeant Richard Maretti and will be staffed by CSU personnel, Detectives and Patrol Officers. The staffing for the department required to implement the grant goals and objectives will be one supervisor, who will be responsible for the operations, coordinating meetings, be the liaison for ABC agents involved in the project and manage the grant and reporting. A minimum of three officers will be utilized and assigned to participate in operations including but not limited to arrests, citations, evidence collection and public education, testify in court and in ABC administrative hearings, and be responsible for attending training presentations offered by ABC during the year.

The South Gate Police Department GAP will operate under the direction of Lieutenant Jim Steeples and supervised by Sergeant Ismael Ververa. The staffing and training requirements will mirror that of Huntington Park. South Gate PD will utilize personnel from the Narcotics and Special Problems Unit, Crime Impact Team, and Patrol Officers with ABC operations.

BUDGET DETAIL

Exhibit B

| BUDGET CATEGORY AND LINE-ITEM DETAIL | COST (Round budget amounts to nearest dollar) |
|--|---|
| A. Personnel Services (Straight Time Salaries, Overtime, and Benefits) | |
| A.1 Straight Time Straight Time: NONE | \$50,000.00 |
| A.2 Overtime Overtime: HPPD and SGPD @ \$67.00 per hour \$25,000 each agency | |
| A.3 Benefits Benefits: NONE | |
| TOTAL PERSONNEL SERVICES | \$50,000.00 |
| B. Operating Expenses (maximum \$2,500) | |
| "Buy Money" for community meetings, Decoy, Shoulder Tap, Narcotics, B-girl, Prostitution, Human Trafficking and other undercover operations. | \$2,500.00 |
| TOTAL OPERATING EXPENSES | \$2,500.00 |
| C. Equipment (maximum \$2,500) | |
| (Attach receipts for all equipment purchases to monthly billing invoice) NONE | |
| TOTAL EQUIPMENT | \$0.00 |
| D. Travel Expense/Registration Fees (maximum \$2,500) | |
| (Registration fee for July 2016 GAP Conference attendee is \$275 each) GAP Conference: Each Agency 2 officers @ \$275.00 = \$550.00 Travel Expense: Each Agency \$975.00 = \$1950.00 | \$2,500.00 |
| TOTAL TRAVEL EXPENSE | \$2,500.00 |
| TOTAL BUDGET DETAIL COST, ALL CATEGORIES | \$55,000.00 |

PAYMENT PROVISION

Exhibit B

Page 1 of 2

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a **monthly basis** in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2016.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision can exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. **BUDGET CONTINGENCY CLAUSE** - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2016, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> .
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.



CITY OF HUNTINGTON PARK

Community Development
City Council Agenda Report

August 16, 2016

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 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY OF HUNTINGTON PARK (THE "CITY") IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2016-33, related to the City's participation in the California Municipal Finance Authority ("CMFA") Open Property Assessed Clean Energy ("PACE") Program;
2. Authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City and authorizing related actions; and
3. Authorizing the Mayor or City Manager, or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

BACKGROUND

The CMFA is a Joint Powers Authority formed to assist local governments, non-profit organizations and businesses by promoting economic, cultural and community development, with the financing of economic development and charitable activities throughout California. To date, over 200 municipalities, including the City of Huntington Park, have become members of the CMFA.

As part of its economic and community development, the CMFA along with its current Program Administrators, Energy Efficient Equity ("E3") and PACE Funding, are offering PACE financing for residential and commercial property owners in its member territories. The CMFA is expected to issue limited obligation bonds, notes or other forms of indebtedness to fund the projects.

RESOLUTION CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY OF HUNTINGTON PARK (THE "CITY") IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

August 16, 2016

Page 2 of 4

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for residential and commercial buildings. Property owners who participate in the program repay the loans through a voluntary contractual assessment collected together with their property taxes. One of the most notable characteristics of PACE programs is that the loan is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the loan may be paid off during the sale or stay with the property and be paid off by the new owner, who also benefits from the upgrades that were completed.

PACE financing enables individuals and businesses to defer the upfront costs of energy efficiency, water efficiency and renewable energy improvements. PACE loans are paid over a 2-year period while energy costs are simultaneously lower, which typically provides the property owner with net savings. PACE overcomes challenges that have hindered adoption of energy efficiency and renewable energy measures for many property owners.

ANALYSIS OF THE PACE PROGRAM:

Staff has determined that participation in this program is a cost effective means of offering property owners the opportunity to make energy and water efficiency retrofits to their property and create new local jobs. Property owners will repay the financing as a charge on their property tax bill over a period of years.

Property Benefits:

- **Competition:** CMFA Open PACE currently provides two options to property owners: Energy Efficient Equity ("E3") and Structured Finance Associates. Property owners can shop for the best price and service through the availability of the PACE administrators.
- **Eligibility:** In today's economic environment, alternatives for property owners to finance renewable energy, energy efficiency, and water conservation improvements may not be available. Therefore, many property owners do not have options available to them to lower their utility bills.
- **Savings:** Renewable energy, energy efficiency, and water conservation improvements help lower utility bills.
- **Payment obligation is tied to the property:** The debt should not need to be repaid when the property is sold or transferred. The new owner assumes the obligation to repay the remaining balance with the property taxes.
- **100% Voluntary:** Property owners choose to participate in the program at their own discretion.

RESOLUTION CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY OF HUNTINGTON PARK (THE "CITY") IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

August 16, 2016

Page 3 of 4

- Repayment obligation matched to the useful life of the financed improvements: The length of the financing is based on the expected useful life of the improvements. Depending on the lender and the improvements, the term can range from five (5) years to thirty-nine (39) years.
- Prepayment options: Property owners can pay off the assessments at any time; however, there may be applicable prepayment penalties, and the program administrators review these terms with prospective participants.
- Improved quality of life: Residents benefit from improvements, such as more effective cooling provided by new air conditioning units and less outside noise when new double-paned windows are installed.

City Benefits:

- Prequalified PACE Administrators: The CMFA's Board has pre-qualified the PACE administrators based on their business practices, qualifications, experience and capital commitment to the PACE market.
- Single Resolution: The City can pass a single resolution and provide access to residential and commercial property owners to highly qualified PACE administrators. There is no need to pass multiple resolutions to approve the administrators.
- No City Obligation: The City is not obligated to repay the bonds issued by CMFA or to pay the assessments levied on the participating properties. The City will not incur any cost or involvement, and there are no administrative responsibilities, marketing obligations, or financial exposures to the City.
- No City staff support required: The CMFA and its Program Administrators handle all assessment administration, bond issuance and bond administration functions.
- Increase in local jobs: Property improvements provide local job opportunities.
- Increased City Revenue: Property improvements result in an increase in sales and property tax revenue to the City.

The city will not be liable for any default by contractor and is relieved of any liability/obligation for any kind of errors/omissions from contractor.

RESOLUTION CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY OF HUNTINGTON PARK (THE "CITY") IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

August 16, 2016

Page 4 of 4

FISCAL IMPACT/FINANCING

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the PACE Programs.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City, it is expected that that a portion of the issuance fee will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City. A similar amount will be donated by the CMFA to a non-profit organization in the City.

CONCLUSION

The proposed Resolution authorizes the CMFA to accept applications from owners of property within the City for municipal financing of authorized improvements through the CMFA Program. It also authorizes the CMFA to conduct assessment proceedings and levy assessments against the property of participating owners within the incorporated territory of the City.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENT(S)

- A. Proposed Resolution No. 2016-33, Consenting to the Inclusion of Properties within the Territory of the City in the California Municipal Finance Authority (CMFA) Open Property Assessed Clean Energy (PACE) programs; Authorizing the CMFA to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments within the Territory of the City; and Authorizing Related Actions

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RESOLUTION NO. 2016-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS; AUTHORIZING THE CMFA TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Huntington Park (the "City"); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CMFA Open PACE, consisting of CMFA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrator currently active in administering Programs is Energy Efficient Equity, LLC and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

1 **WHEREAS**, the territory within which assessments may be levied for the
2 Programs shall include all of the territory within the City's official boundaries; and

3 **WHEREAS**, the Authority will conduct all assessment proceedings under
4 Chapter 29 for the Programs and issue any bonds issued in connection with the
Programs; and

5 **WHEREAS**, the City will not be responsible for the conduct of any
6 assessment proceedings; the levy of assessments; any required remedial action in
7 the case of delinquencies in such assessment payments; or the issuance, sale,
administration repayment or guarantee of any bonds issued in connection with the
Programs;

8 **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntington
9 Park as follows:

10 **SECTION 1.** This City Council hereby finds and declares that the foregoing
11 recitals are true and correct.

12 **SECTION 2.** This City Council hereby finds and declares that properties in
13 the territory of the City will benefit from the availability of the Programs within the
14 territory of the City and, pursuant thereto, the conduct of special assessment
proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to
finance or refinance Improvements.

15 **SECTION 3.** In connection with the Programs, the City hereby consents to
16 the conduct of special assessment proceedings by the Authority pursuant to Chapter
17 29 on any property within the territory of the City and the issuance of bonds to
finance or refinance Improvements; provided, that

18 (1) The Participating Property Owners, who shall be the legal owners of
19 such property, execute a contract pursuant to Chapter 29 and comply with
20 other applicable provisions of California law in order to accomplish the valid
levy of assessments; and

21 (2) The City will not be responsible for the conduct of any assessment
22 proceedings; the levy of assessments; any required remedial action in the
23 case of delinquencies in such assessment payments; or the issuance, sale,
administration, repayment or guarantee of any bonds issued in connection
with the Programs.

24 **SECTION 4.** The appropriate officials and staff of the City are hereby
25 authorized and directed to make applications for the Programs available to all
26 property owners who wish to finance or refinance Improvements; provided, that the
27 Authority shall be responsible for providing such applications and related materials
28 at its own expense. The following staff persons, together with any other staff
persons chosen by the Mayor or City Manager of the City from time to time, are
hereby designated as the contact persons for the Authority in connection with the
Programs: City Manager.

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SECTION 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

SECTION 6. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

SECTION 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Financial Advisor of the Authority at: California Municipal Finance Authority, 2111 Palomar Airport Road, Suite 320, Carlsbad, California 92011, Attn: Travis Cooper.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND APPROVED AND ADOPTED this 19th day of July 2016.

Graciela Ortiz, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Community Development
City Council Agenda Report

August 16, 2016

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

Dear Mayor and Members of the City Council:

APPROVE EXPENDITURE OF FUNDS FOR A PUBLIC INFORMATION PROGRAM THROUGH THE GATEWAY CITIES COUNCIL OF GOVERNMENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the expenditure of \$15,000 from account number 219-0250-431.59-15 for a public information program through the Gateway Cities Council of Governments.

BACKGROUND

At the August 3, 2016 meeting of the Gateway Cities Council of Governments (COG) the Board approved a contract with The Lew Edwards Group for a public information program related to the forthcoming Metro Ballot Measure. The member cities of the Gateway COG will be partnering with the COG in order to fund that effort.

The investment of these funds to communicate the local impacts of a proposed tax is critical for our citizens. It is permissible for public agencies to disseminate factual information to constituents and the public about a given policy matter. With this in mind, funds will be used to:

- 1) Assess public attitudes towards MTA's proposed projects, including understanding regional similarities and differences in public viewpoints by geography and audience;
- 2) Retain experts to develop effective, accessible informational messages about this issue, engage the public, respond to questions, and create informational toolkits or training for Gateway member cities;
- 3) Disseminate information about local impacts in permissible, cost-effective mediums in accordance with the usual methods for dissemination of information to the public, including: press events and conferences; stakeholder and updates; web-based video, social media, and new media. All information provided will be factual, as no campaign advocacy can be undertaken using public funds.

**APPROVE EXPENDITURE OF FUNDS FOR PUBLIC INFORMATION PROGRAM
THROUGH THE GATEWAY CITIES COUNCIL OF GOVERNMENTS**

August 16, 2016

Page 2 of 2

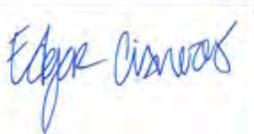
FISCAL IMPACT/FINANCING

Huntington Park's contribution towards the Gateway Cities Council of Governments public information program will cost \$15,000 allocated from Fund 219 – account number 219-0250-431.59-15.

CONCLUSION

The recommended action will further the City's goal of keeping the public informed on important issues.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

August 16, 2016

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

Dear Mayor and Members of the City Council:

APPROVE RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2016-2017

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No 2016-35, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2016-2017 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2016.

BACKGROUND

In 1976, the voters of the City of Huntington Park approved an initiative to pay for the City's obligation to participate in the State of California Public Employees Retirement System (CalPERS). Since that time, the City Council has annually set this voter approved ad valorem tax rate that facilitates placement on the property tax rolls by the Auditor Controller of the County of Los Angeles in order for the City to be able to meet its CalPERS related pension obligations.

Further, in 2005, the City issued \$23,050,000 City of Huntington Park Pension Obligation Bonds (Federally Taxable), Series 2005A ("Refunding Bonds). The proceeds of the Refunding Bonds were then deposited into CalPERS either to eliminate or mitigate the City's unfunded pension liability at a point in time. The pension tax override was then pledged to the Refunding Bonds and in order to establish the obligation by law, the Refunding Bonds were validated in the courts, a judgment so entered, and the Refunding Bonds and a pledge of the override accordingly validated.

As it has been in the prior years, with City Council's establishment of the property tax rate to be levied for FY 2016/17 by resolution. Staff will move forward with placement on the property tax roll prior to the August 22, 2016 deadline so that collection is ensured for the payment of this year's debt service obligation.

RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2016-2017

August 16, 2016

Page 2 of 2

FISCAL IMPACT/FINANCING

The pension tax override revenues have been budgeted for Fiscal Year 2016/17 so that the City is able to meet its debt service requirements. For FY 2016/17, the estimated total taxable property tax value of \$2.59 billion; based upon this estimated taxable valuation and an override rate of .21% (21 basis points or 21% **of** 1%), the City would be entitled to receive \$5.4 million in override revenues.

With the dissolution of redevelopment, the State of California Department of Finance and the County of Los Angeles have reallocated a portion of tax override monies to various taxing entities with the claim that tax increment from the pension override tax must be deposited into the Redevelopment Property Tax Trust Fund. Therefore, of the total \$5.4 million likely to be collected, estimates indicate that the City will receive \$2.8 million, and \$2.6 million will be redistributed.

FY 16/17 debt service requires a payment of \$2.12 million and any remaining amounts will be used to offset CalPERS retirement costs in the current fiscal year.

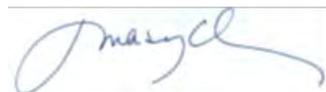
CONCLUSION

After Council approval of resolution fixing the annual pension tax rate for the payment of debt service as well as a portion of the cost of the CalPERS contribution, the City Clerk shall certify as to the adoption of the Resolution and cause it to be published once in a newspaper of general circulation, no later than fifteen (15) days following the adoption.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



JAN MAZYCK
Interim Director of Finance

RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2016-2017

August 16, 2016

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ATTACHMENT:

A: Resolution No. 2016-35, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2016-2017 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2016

1 circulation, printed and published in the County of Los Angeles and circulated in the
2 City of Huntington Park. Such publication to be completed not later than fifteen (15)
3 days following the passage hereof.

4 **PASSED, APPROVED AND ADOPTED** this 16th day of August 2016.

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6 _____
7 Graciela Ortiz, Mayor

8 ATTEST:

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10 _____
11 Donna G. Schwartz, CMC
12 City Clerk
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CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 16, 2016

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

Dear Mayor and Members of the City Council:

APPROVE RENEWAL OF AGREEMENT WITH TRITECH FOR ANNUAL SOFTWARE MAINTENANCE SERVICES AND APPROVE PAYMENT FOR SERVICE FOR A ONE-MONTH PERIOD

IT IS RECOMMENDED THAT THE CITY COUNCIL

1. Approve renewal of agreement with Trittech for Software maintenance services; and
2. Approve the payment for service for a one-month period not covered by the agreement; and
3. Authorize Chief of Police to execute agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Trittech Software Systems provides the Police Department's Computer Aided Dispatch (CAD), Mobile Data Computer (MDC), and Records Management System (RMS) software, databases and applications. These systems are critical to support daily operations / systems within the Police Department. Trittech software is proprietary and must be serviced by this vendor; de facto, this contract must be sole sourced.

The Police Department has traditionally executed an agreement for a one-year period in the amount of \$44,126.45, which is intended to cover maintenance, 24x7 CAD support, 8x5 RMS and MDC support, as well as continuous software updates and revisions.

FISCAL IMPACT/FINANCING

The Police Department did budget the full one-year expenditure in FY 2016-2017 under contract services account #111-7040-421.56-41. The appropriation for the 11-month period remaining in FY 17 is \$40,016.04; the Police Department will need to take the

APPROVE RENEWAL OF AGREEMENT WITH TRITECH FOR ANNUAL SOFTWARE MAINTENANCE SERVICES AND APPROVE PAYMENT FOR SERVICE FOR A ONE-MONTH PERIOD

August 16, 2016

Page 2 of 2

active step of ensuring that the remaining contract amount of \$7,354.41 is carried forward into the FY 2017/18 budget year.

CONCLUSION

We are requesting that the City Council:

- (1) Approve renewal of a one-year agreement with Trittech Software Systems in a not-to-exceed amount of \$40,016.04 for the period August 17, 2016 through July 13, 2017; and
- (2) Authorize the payment for the period of July through August (the period for which there was no agreement) in the amount \$4,110.41

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Trittech Services – Renewal Agreement



TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
www.tritech.com

SOFTWARE SUPPORT RENEWAL AGREEMENT

TRITECH SOFTWARE SYSTEMS

**SOFTWARE SUPPORT RENEWAL AGREEMENT
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SOFTWARE SUPPORT RENEWAL AGREEMENT

Client: Huntington Park Police Department
Address: 6542 Miles Avenue
City, State, Zip: Huntington Park, CA 90255
Phone, Fax: (323) 826-6680
Contact Name: Lt. Al Martinez

This Agreement is made by and between TriTech Software Systems, referred to as “TriTech”, with offices at 9477 Waples Street, Ste. 100, San Diego, California 92121 and Client named above, referred to as “Client”.

A. WHEREAS, TriTech and Client entered into a Software License Agreement, dated February 1, 1999, which included as Attachment D a Software Service Agreement; and

B. WHEREAS, this Software Support Agreement (this “Agreement”) supersedes and replaces the aforementioned Attachment D, and is entered into to provide continued Software Support for Client’s licensed TriTech software applications for a period of one year, as further defined herein.

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, TriTech and Client agree as follows:

1.0 DEFINITIONS

1.1 “Business Hour” means TriTech’s normal business hours as further defined in Appendix B to this Agreement.

1.2 “Documentation” means any standard user manuals or other related instructional and/or reference materials, provided by TriTech or other Software Vendors, including on-line help information and Release Notes issued in connection with Updates.

1.3 “Effective Date” means the last date of signature of this Agreement.

1.4 “Equipment” means the computer system equipment which meets TriTech’s minimum recommended specifications.

1.5 “Help Desk” means the TriTech function consisting of receiving calls from Client concerning System problems and assisting Client with respect to the manufacturers of Equipment, Software and other items acquired under the original Software License Agreement

under the applicable warranties and/or maintenance support agreements.

1.6 “Server” means a computer in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network.

1.7 “Software Error” means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications.

1.8 “Software License Agreement” means the agreement entered into between Client and TriTech for license of the software applications supported under this Agreement.

1.9 “Software Support” means Telephone Support, Software Error Correction, and Software Update services provided by TriTech as more fully described in this Agreement.

1.10 “Specifications” means the functional requirements with respect to each Subsystem, including interface specification documents, and the published specifications for the Equipment, which documents are incorporated by reference herein as though set forth in full.

1.11 “Subcontractor” means one of the entities identified in the Statement of Work as subcontractors to TriTech.

1.12 “Subcontractor Hardware” means the hardware supplied by a Subcontractor as part of its subsystem.

1.13 “Subcontractor Software” means software supplied by a Subcontractor as part of its subsystem.

1.14 “System” means collectively all subsystems that make up the integrated computer system purchased or licensed under the Software License Agreement between TriTech and Client.

1.15 “System Software” means without limitation, operating system software, DBMS Software, and communications software.

1.16 “TriTech Documentation” means any standard user manuals or other related instructional and/or reference materials, provided by TriTech, including on-line help information and Release Notes issued in connection with Updates.

1.17 “Telephone Support” means the service provided by TriTech for access to the TriTech Technical Services Department by telephone, on a twenty-four (24) hour a day, seven (7) day per week basis, or as applicable on a Business Hour basis as further defined in this Agreement.

1.18 “TriTech Software” means the Object Code version of the software licensed to Client under the Software License Agreement between TriTech and Client.

1.19 “Update” means revisions or additions to Software provided by the Vendor

thereof. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by the Vendor.

1.20 "Use" means copying of any portion of Software from a storage unit or media into a computer or Server and execution of the software thereon. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation the right to prepare derivative works.

1.21 "User" means the operator of a Workstation that is configured to access and/or utilize the capabilities and features of the System.

1.22 "Vendor" means any supplier of hardware, software or services provided under the Software License Agreement, including TriTech, Subcontractors, System Software suppliers and Equipment suppliers. With respect to software, this term means the owner of the intellectual property rights, including copyright, to the software.

1.23 "Workstation" means any computer input station that utilizes the functionality of the System, whether the software resides locally or on a Server.

2.0 TERM

2.1 Client's current annual support term is August 17, 2016 through July 13, 2017. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. On or before the expiration of the then current support term, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Agreement for signature. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Client.

3.0 SUPPORT FEE(S)

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement are based on the TriTech Software licenses currently granted to Client. The Software Support fee for the initial term shall be the amount specified in Addendum A hereto.

3.2 TriTech shall notify Client approximately ninety (90) days prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

3.3 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at TriTech's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.4 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

3.4.1 Payments may be made by check; wire transfer; or ACH. TriTech will provide banking information if Client requests to pay by wire transfer or ACH.

3.5 Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

4.0 TELEPHONE SUPPORT

TriTech will provide Telephone Support as more fully described in Addendum B. Client will ensure that only personnel properly trained in the operation and usage of the TriTech Software will utilize the Telephone Support service.

5.0 SOFTWARE ERROR CORRECTION

If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall immediately notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will correct the Software Error(s) in accordance with Addendum B. If TriTech is unable to reproduce the

Software Error at TriTech's facility but it is reproducible at the Client's site, the Client may request onsite assistance. If the Client and TriTech determine that it is necessary for TriTech personnel to travel to Client's site to reproduce the error, Client shall pay TriTech's travel expenses incident to the on-site visit. If the reported problem is determined to have been caused by Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the TriTech Software, Client shall, in addition, pay TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

6.0 SOFTWARE UPDATES

From time to time at TriTech's discretion, Updates to the TriTech Software and Release Notes documenting the Updates will be developed and provided to Client. All Updates and their accompanying Release Notes shall be subject to the terms and conditions of the Software License Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

7.0 LIMITATIONS

7.1 Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current production version thereof that is offered to Client. If Client does not implement the most current production version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twelve (12) months thereafter.

7.2 TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the TriTech Software are caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party whether or not permitted hereunder.

7.3.2 Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

7.3.3 Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

7.3.4 Problems in the TriTech Software are caused by equipment which does not meet the configuration requirements or equipment specifications specified in the TriTech Documentation, or by failure of Client to provide and maintain the site and facility requirements described in the TriTech Documentation.

7.3.5 Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-to-date virus checking software and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software (but not Client's data) on Client's Equipment. Client shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the System.

7.3.6 Problems in the TriTech Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

7.3.7 Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the then current TriTech Documentation and contact the TriTech Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5 TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services

are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third Party Changes.

7.6 Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

7.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

8.1 Client is responsible for maintaining the equipment on which the TriTech Software operates. If Client determines that an item of Equipment provided under the Software License Agreement, if applicable, does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Software License Agreement, if applicable, shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Software License Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the TriTech Software and are not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

9.0 LIMITATION OF LIABILITY

9.1 The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

9.2 IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 DISPUTE RESOLUTION

10.1 The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative procedure as their sole remedy with respect to any dispute, controversy or claim arising from or relating to this Agreement or its breach. The term "Arbitrable Dispute" means any dispute, controversy or claim arising under or related to this Agreement.

10.2 At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Arbitrable Dispute arising under this Agreement. The parties intend that these negotiations be conducted primarily by non-lawyer, business representatives. (However, the parties may be assisted by legal counsel in such negotiations.) The discussions shall be left to the discretion of the representatives. Upon their mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, may be produced in discovery, and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

10.3 If the negotiations described above do not resolve the Arbitrable Dispute within sixty (60) days of the initial written request, the Arbitrable Dispute shall be submitted to mediation under the Commercial Mediation Rules of the American Arbitration Association (the "Association"). If the Arbitrable Dispute is not completely resolved in such mediation, any

remaining issues shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the Association. A party may demand such arbitration in accordance with the procedures set out in those rules. The arbitration hearing shall (unless otherwise agreed by the parties) be held in the county of the principal place of business of the party against whom the demand for arbitration is filed. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator shall rule on the Arbitrable Dispute by issuing a reasoned decision. In no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. Notwithstanding anything to the contrary herein, the arbitrator shall have the power, concurrent with a court of competent jurisdiction, to award provisional relief such as a temporary restraining order or a preliminary injunction. The times specified in this Section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause.

10.4 The mediator and/or arbitrator shall be selected from the national panel of arbitrators of the American Arbitration Association with expertise in computer law and technology. Any court having jurisdiction over the matter may enter a judgment upon the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by United States Mail, postage prepaid, or by any regularly conducted commercial express mail service, to the attorney for the party or, if not so represented, to the party at the address set forth herein, or to the party's last-known business address.

10.5 The arbitrator shall have the power at the arbitrator's discretion to appoint a Special Master or consultant for the purpose of analyzing technical issues and preparing a report to the arbitrator of such analysis, and performing such other tasks as the arbitrator(s) may deem necessary for a fair and proper determination of the issues submitted to arbitration. The costs of the services of such Special Master or consultant shall be shared equally by the parties.

10.6 Each party shall bear its own costs of these procedures. A party seeking discovery permitted by the arbitrator shall reimburse the responding party the reasonable out-of-pocket cost of production of documents (to include search time and reproduction time costs). The parties shall initially equally share the administrative fees of the arbitration and the arbitrator's fees. The prevailing party shall be entitled to reimbursement of its share of said fees actually paid, as well as to an award of reasonable attorney fees.

10.7 THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION PROVISION, THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY WITH RESPECT TO THIS AGREEMENT AND THEY HEREBY WAIVE SUCH RIGHT.

11.0 SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

12.0 FORCE MAJEURE/EXCUSABLE DELAY

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13.0 CONSTRUCTION AND HEADINGS

The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

14.0 WAIVER

14.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

14.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

15.0 ENTIRE AGREEMENT

This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

16.0 APPLICABLE LAW

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State

of California without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

17.0 ASSIGNMENT

TriTech may assign this Agreement entirely in its discretion upon the express written assumption of the obligations hereunder by the assignee.

18.0 NOTICES

All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:
Huntington Park Police Dept.
6542 Miles Avenue
Huntington Park, CA 90255
Attn: Lt. Al Martinez

To TriTech:
TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, Calif. 92121
Attn: Tony Eales,
President and CEO

19.0 GENERAL TERMS

19.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

19.2 This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

19.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

19.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

19.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

19.6 A facsimile of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine (as well as a photocopy thereof) shall be treated as an original.

19.7 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party

19.8 THE PARTIES' ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

HUNTINGTON PARK POLICE DEPT.

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

ADDENDUM A

SUPPORT FEES

Support fees for Client's current annual support term of August 17, 2016 through July 13, 2017, will be \$40,016.04*.

Prior to the end of the then current support term, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

The remittance **address for payments only** is:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3226

Option:

As further defined in Addendum B hereto, standard Software Support for the TriTech RMS, FBR, and Jail applications is provided on an 8x5 basis. Support fees for 8x5 support are calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Client may purchase Software Support for these TriTech Software applications on a 24x7 basis with the applicable adjustment in support fee. If this option has been chosen, check the box below:

Optional Support Upgrade to 24x7 for RMS, FBR, or JAIL

Yes

*For convenience, the Support fees total of \$40,016.04 includes the annual subscription and support fees for Huntington Park Police Department's TriTech.com IQ and Analytics, in the amount of \$2,545.05. Support and service terms and conditions for this subscription are in accordance with the TriTech Subscription Service License & Use Agreement, dated August 26, 2014.

ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

(1) All TriTech Software Errors reported by Client employees shall be resolved as set forth below. Initial response by TriTech will be based upon the priority assigned by Client's supervisor of the System. Resolution response will be based upon the priority jointly agreed on by TriTech and Client. Client will specify a central contact person at each System installation site and a Client coordinator who will be the focal point for all System activity.

(2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech. Software Errors may also be reported via email to:

CH_ClientServicesTriage@tritech.com

or through TriTech's Support website. Note that Critical Priority Software Errors must be reported via telephone. The written report must be faxed or emailed to TriTech.

(3) "Normal Customer Service Hours" are provided 8:00a.m. through 5:00p.m. for all US time zones, Monday through Friday, excluding holidays.

(4) The main support line will be answered by TriTech's Customer Service Department, or TriTech's paging service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support line, or the call. Afterhours, the call will be automatically routed to TriTech's paging service. Any calls routed to the paging service will immediately be escalated to the Customer Service Representative on-call for prompt follow-up and resolution. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical or Urgent Priority problem, as described below, locate a Customer Service Representative.

(5) After Normal TriTech Customer Service Hours, the main support line will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical or Urgent Priority Problem).

(6) During Normal Customer Service Hours, each Software Error report or enhancement request will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original Software Error report. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day.

(7) Client shall provide TriTech with remote access to the Client's network, servers and workstations in order for TriTech to perform software support services via secure Internet access and the latest version of Microsoft's Internet browser software (Internet Explorer). Client shall maintain a license to a TriTech-prescribed remote access support tool.

(8) Reported software errors will be responded to and resolved in accordance with the Support Issues Priority and Response Matrix at section 9 below. If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

a. If a response is not received, or a resolution is not provided in accordance with the Support Issue Priorities and Response Matrix, the Client may call TriTech and request escalation of the issue.

(9) Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Software Support Agreement.

This matrix defines the support issues, response times and resolutions for the Client's licensed VisionCAD, VisionMobile, Inform RMS, Jail, FBR and Interfaces, and IQ (on-premise) Software Applications

Note: Normal Customer Service Hours for TriTech CAD, Mobile, Browser, Jail, Interfaces, Inform RMS, FBR, and Inform IQ are 8:00am to 5:00 PM for all US time zones on weekdays excluding holidays. After Hours support is offered weekends, nights and holidays.

Software Errors for other than Critical or Urgent Priorities may be reported via the web portal: TriTech.com; or email: CH_ClientServicesTriage@tritech.com.

| Priority | Issue Definition | Response Time |
|--|--|---|
| <p>Priority 1 – Critical Priority</p> | <p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to enter and update records. This is defined as the following:</p> <ul style="list-style-type: none"> • VisionCAD, VisionMobile, Inform Jail, RMS, FBR or IQ system down • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of ability for all Inform RMS, FBR, or Jail users to log on to system <p>This means one or more critical server components are non-functional disabling VisionCAD, VisionMobile, Inform RMS, FBR or Jail workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p> | <p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Unless operational 24x7 support is selected, support for TriTech Inform RMS, FBR, and Jail is not managed via after hours support.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p> |

| Priority | Issue Definition | Response Time |
|--|---|---|
| <p>Priority 2 – Urgent Priority</p> | <p>24x7 Support for live operations on the production system: A serious Software Error not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to perform a common function. Such errors will be consistent and reproducible.</p> <p>This is defined as the following:</p> <ul style="list-style-type: none"> • Loss of ability for a User to dispatch emergency units; • Loss of ability for Inform RMS users to enter Case (Incident, Arrest, and Custody) records into the system; • Loss of ability for Inform Jail users to Book or Release Inmates; • Loss of ability to transfer Inform FBR reports; • Loss of critical data. <p>A significant number of VisionCAD, VisionMobile, Inform RMS, FBR or Jail workstations (e.g., does not apply to a minimal set of VisionCAD, VisionMobile, Inform RMS, FBR or Jail workstations). These Software Errors are defined in more detail in Special Note #2, below.</p> | <p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Service Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Unless operational 24x7 support is selected, support for TriTech Inform RMS, FBR and Jail is not managed via after hours support</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p> |
| <p>Priority 3 - High Priority</p> | <p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from performing a common call taking or dispatching function, RMS, FBR or Jail. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of Non-Critical Data; • NIBRS State Reporting Issues that cause agency reports to exceed State error submission limits; • UCR reporting multiple occurrence of inaccurate data. <p>A significant number of VisionCAD, VisionMobile, Inform RMS, FBR or Jail workstations are negatively impacted by this error (e.g., does not apply to a minimal set of VisionCAD, VisionMobile, Inform RMS, FBR or Jail workstations).</p> | <p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative.</p> <p>Priority 3 (High Priority) issues are not managed after Normal Customer Service Hours.</p> |
| <p>Priority 4 – Medium Priority</p> | <p>Normal Customer Service Hours Support: A Software Error related to a user function which does not prevent routine use of the system. This includes system administrator functions.</p> | <p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative</p> <p>Priority 4 (Medium Priority) issues are not managed after Normal Customer Service Hours.</p> |

| Priority | Issue Definition | Response Time |
|----------------------------------|--|--|
| Priority 5 – Low Priority | Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions | Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call Priority 5 (Low Priority) issues are not managed after Normal Customer Service Hours. |

| Priority | Resolution Process | Resolution Time |
|---------------------------------------|--|--|
| Priority 1 – Critical Priority | TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system. | TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification. |
| Priority 2 – Urgent Priority | TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system. | TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification. |
| Priority 3 - High Priority | TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem. | TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release. |
| Priority 4 – Medium Priority | If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable. Some problems of a minor nature may be designated for repair during a future technology upgrade of the affected module. In that case, the issue will be documented in a TriTech software development document and the support ticket will be closed. | TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time. |
| Priority 5 – Low Priority | Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process. Some problems of a minor nature may be designated for repair during a future technology upgrade of the affected module. In that case, the issue will be documented in a TriTech software development document and the support ticket will be closed. | There is no guaranteed resolution time for Low Priority issues. |

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

- A. TriTech VisionCAD:
 - a. The VisionCAD System is down and all workstations will not launch or function.
 - b. The VisionCAD System is inoperable due to data corruption caused by TriTech Software.
 - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through none of the available methods).
- B. TriTech VisionMobile:
 - a. The VisionMobile System is down and all unit mobile devices will not login or function.
 - b. The VisionMobile System is inoperable due to data corruption caused by TriTech Software.
- C. TriTech /Mobile Interfaces:
 - a. A NCIC State Message Server (records check) interface is down (see Special Note #1 section 1. d).
- D. TriTech Inform RMS System:
 - a. Inform RMS Server is down and unavailable for queries.
 - b. Inform RMS is inoperable due to data corruption caused by TriTech Software.
- E. TriTech Inform Jail:
 - a. The Jail System Server is down and unavailable for queries and/or inmate booking and/or release.
 - b. The Jail System is inoperable due to data corruption caused by TriTech Software.
- F. TriTech Inform FBR System:
 - a. The Inform FBR Server is down and unavailable to process reports.
 - b. The Inform FBR Server is inoperable due to data corruption caused by TriTech Software.
- G. TriTech Inform IQ
 - a. There are no Critical Priority (Priority 1) issues for this product.

Special Note #2: Priority 2 - Urgent Priority issues meeting the previously noted criteria are defined as follows:

- A. TriTech VisionCAD:
 - a. VisionCAD users are severely impacted due to one of the following conditions:
 - i. Unable to enter new requests for service.
 - ii. Unable to assign a unit to an incident.
 - iii. Unable to change a unit's status.
 - iv. Unable to close an incident.
 - v. Unable to view incident information needed to dispatch an incident (using all available methods).
 - b. An ANI/ALI interface repeatedly fails to process information into an incident.
- B. TriTech VisionMobile:
 - a. Mobile users are severely impacted due to one of the following conditions:
 - i. Unable to receive new requests for service from VisionCAD.
 - ii. Unable to view incident information needed to dispatch an incident.
 - iii. Law enforcement users are unable to send or receive justice queries (using all available methods).
- C. TriTech Inform RMS, FBR, and Jail:
 - a. Inform RMS - Inability to create and save reports
 - b. Inform FBR – Inability to enter and transfer reports into Inform RMS
 - c. Inability to create UCR/NIBRS State Reports
 - d. Inform Jail – inability to book or release an inmate
- D. TriTech Inform IQ:
 - a. There are no Urgent Priority (Priority 2) issues for this product.

Additional Information:

State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items:

- A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the TriTech Inform RMS Licensed Software as necessary to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.
- B. Modifications to installed TriTech CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 16, 2016

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

Dear Mayor and Members of the City Council:

APPROVE RENEWAL AND/OR AMENDMENT TO CONTRACT WITH TRIMMING LAND COMPANY (TLC) FOR TREE MAINTENANCE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a four-year agreement with Trimming Land Company (TLC) Tree Maintenance Services contract;
2. Authorize the City Manager to execute such agreement; and
3. Authorize the Finance Department to make any necessary budgetary changes/adjustments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) currently contracts with TLC Services for the City's tree maintenance. Responsibilities include but are not necessarily limited to trimming, thinning, pruning, removal, stump removal, and crown thinning. This includes work after hours and emergency work to address such things as downed trees or large branches due to wind storms. The contractor is required to have resources, workers, and equipment, to meet the needs of the City during regular business hours and as well as after hours.

As part of the solicitation of the tree maintenance service contractor, Staff conducted a request for proposals on July 30, 2015 and selected the lowest qualified bidder's proposal. Trimming Land Company, Inc. was selected at a cost not-to-exceed of the annual budget for tree trimming services. The TLC contract expires on September 21, 2016.

Staff is recommending that Council consider offering a four-year agreement for the continuation of such services. The proposed agreement would be effective on October 1, 2016 and will terminate on September 30, 2020. TLC will hold its rates with no price increase for the term of the contract & will not trade CPI increases for the life of the contract.

APPROVE RENEWAL AND/OR AMENDMENT TO CONTRACT WITH TRIMMING LAND COMPANY (TLC) FOR TREE MAINTENANCE SERVICES

August 16, 2016

Page 2 of 2

FISCAL IMPACT/FINANCING

With an agreement that becomes effective for a four-year term beginning September 21, 2016, the total contract value is \$756,000 or \$189,000 for each of the four years. Therefore for the current budget year, the portion of the contract budgeted would be \$141,750. Public Works will need to take the active step of ensuring that the remaining \$47,250 is budgeted and available in the subsequent year (FY 17/18), and so on through the end of the contract period, thereby ensuring that there is sufficiency in the final three-month contract period in 2021.

| Fiscal Year | Fund/Account | Description | Amount |
|--------------------|---------------------|--------------------|---------------|
| 2016/17 | 535-6090-452.56-60 | Contract/Landscape | \$114,750 |
| 2016/17 | 231-8010-415.56-41 | Contract/Landscape | \$27,000 |
| 2017/18 | 535-6090-452.56-60 | Contract/Landscape | \$38,250 |
| 2017/18 | 231-8010-415.56-41 | Contract/Landscape | \$9,000 |

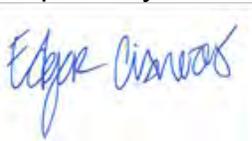
FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City of Huntington Park routinely conducts annual and emergency tree trimming activities throughout the year. A contractor is required to maintain the trees, as the City does not have the in-house personnel, equipment and resources required for these services.

CONCLUSION

Upon City Council authorization, Staff will perform the recommended actions.

Respectfully submitted,



Edgar P. Cisneros
City Manager



Michael J. Ackerman, RCE
City Engineer/Acting Public Works Director

ATTACHMENT(S)

- A. Current Trimming Land Company Contract
- B. Draft/Proposed Trimming Land Company Contract



CONTRACT SERVICES AGREEMENT
(TREE MAINTENANCE SERVICES)

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this **21st day of September 2015** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Trimming Land Company., Inc. (TLC) a Corporation (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”

- 1.2 TERM: This Agreement shall have a term of 1 year. Prior to the conclusion of the Term, this Agreement may be extended for a maximum of 2 terms with a maximum duration of 1 year each, by a CITY issued written notice of its intent to authorize the term extension. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$153,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings,

and activities. The City shall own all accounting records maintained by the CONTRACTOR and be provided these records upon demand.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, Director of Public Works, and the Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates Andrew Fox or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

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

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

necessary to perform the Work skillfully, competently, and to the highest standards of CONTRACTOR'S profession.

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

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT

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

2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers,

employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, or medical condition.
- 2.9 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of the CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services

Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both CONTRACTOR and CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the

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

IV. INDEMNIFICATION

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

and CITY's elected and appointed officials, officers, employees, agents and volunteers.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within

fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced

efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (10) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services

and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily

given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court

or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Trimming Land Co., Inc. (TLC)
Attn: Basilio Martinez
President/CEO
10513 Dolores Ave,
South Gate, CA 90280
Phone: 323-569-4498

CITY:

City of Huntington Park
Engineering and Public Works Dept.
655 Miles Avenue
Huntington Park, CA 90255
Attn: Janie Pichardo
Phone: (323) 584-6225
Fax: (323) 588-4577

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

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

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

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

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

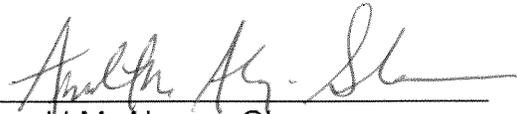
CITY OF HUNTINGTON PARK:

By: 
John A. Ornelas,
Interim City Manager

TRIMMING LAND CO., INC. (TLC):

By: 
Name: Basilio Martinez
Title: President / CEO

APPROVED AS TO FORM:

By: 
Arnold M. Alvarez-Glasman,
City Attorney

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EXHIBIT "A"
SCOPE OF SERVICES

1.0 General Requirements

Contractor shall provide the labor, materials, equipment, tools, services and special skills necessary to complete all the work in a timely manner that will meet the City's requirements.

All work shall be done between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding recognized holidays. No deviation shall be permitted without prior approval by the Public Works Director or designated representative. Additional scheduling may be permitted upon prior approval.

The Public Works Director or designee shall designate the Contractor's arborist to write pruning specifications for each project. All pruning specifications should include:

- Location of Trees
- Pruning Objectives
- Methods of Pruning
- Extent of Pruning (location, percentage, part size, etc.)

All pruning specifications shall be adhered to throughout the term of the contract. In addition, all pruning work shall be performed by an ISA Certified Arborist and/or ISA Certified Tree Worker or under the direct supervision of an ISA Certified Tree Worker. Preferably, the Contractor should have an ISA Certified Arborist on staff.

The work shall commence as outlined in the Contractor's proposal and as agreed to by the Public Works Director or designated representative. In the event that the Public Works Director shall be of the opinion that the work is being inadequately or improperly executed in any respect, he/she may demand that the Contractor improve or change the execution of the work in such manner as to assure proper and timely completion prior to any approval for payment.

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner. The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.

The contractor shall maintain all trees in accordance to the ANSI A300 (Part 1) Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices, Pruning (2012) and Best Management Practices: Tree Pruning (2012) as adopted by the International Society of Arboriculture (ISA).

The Contractor shall comply with all applicable Federal and State Occupational Safety and Health standards, ANSI Z133.1-2006 for Arboricultural Operations – Safety Requirements, Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and other Federal Environmental Protection Agency (EPA) regulations, as well as state and local regulations.

2.0 Tree Maintenance Program Specifications

Contractor will work with the Public Works Director or designated representative to establish pruning grids citywide, and establish a pruning program with a 4-7 year trim cycle to prune at the minimum of 1,500 City owned trees a year.

Pruning of all trees shall include a tree inspection made from ground level, a pruning objective for each tree, and a specified pruning method to achieve the objective prior to the commencement of work. Pruning objectives will include line-of-sight, vertical, street light and sign clearance, risk reduction, health management, structural, aesthetics and others. Pruning methods will include cleaning, raising, canopy spread and/or height reduction, and thinning. Utility pruning, palm pruning and specialty pruning will also be performed. All pruning will be in accordance with ANSI A300 Pruning Standards and Best Management Practices set forth by the International Society of Arboriculture (ISA) and are subject to the following:

Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

Contractor shall notify the resident(s) forty-eight (48) hours in advance of scheduled pruning.

Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the scheduled pruning.

Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference and annoyance to the public. The Contractor personnel shall wear identifiable uniforms to identify themselves as employees of Contractor. The work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor’s personnel or others near the work site, work is to immediately

cease and the appropriate utility company notified. The work shall then commence in accordance with instructions from the utility company.

The Contractor shall be responsible for appropriate notification of Underground Service Alert (USA) and shall make every effort to communicate and coordinate with City personnel regarding underground public infrastructure.

No hooks, gaffs, or spurs will be used for anything other than removals or in case of an aerial rescue.

Any vine plant growing on the trees shall be removed to ground level.

Remove any extraneous metal, wire, rubber or other material interfering with the natural growth of the tree.

Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with a bleach solution.

Topping and lion's tailing shall be considered an unacceptable pruning practice and will not be utilized under any circumstances other than complete removals.

Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

The specific techniques employed shall be consistent with industry practice for the size and species of tree being pruned. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general structure of the tree or leave a large wound.

In most instances, tree foliage shall not be reduced by no more than twenty-five (25%) percent.

Provide standard tree pruning services that shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, weak, broken, and crossing limbs.

Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Tree Crew

The standard crew is three (3) men, one chipper truck, one chipper, one aerial tower and all necessary tools to perform the functions. The crew and equipment can be modified to complete any type of miscellaneous tasks including pruning specific trees requiring immediate attention prior to their scheduled prune. Trees requiring service prior to their regularly scheduled grid or annual prune to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed under the normal day crew rate at no additional cost to the contract or City. The City Engineer or designee will provide direction regarding any tree that requires service prior to the regularly scheduled maintenance.

Pruning for Street Signs, Street and Traffic Lights, and Utility Lines

During the course of work, the Contractor may be required to perform utility line, street sign, and traffic light clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract at no additional cost to the City.

Tree pruning for traffic clearances shall provide clearances of at least sixteen feet (16') above finish grade for moving vehicles within the traveled roadway and eight (8') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be sixteen (16') feet over the traveled road, and eight feet (8') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals (just outside the branch bark ridge and collar) to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

Crown Raising/Clearance Prune

A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

- a. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

Limbs

Limbs one inch (1") in diameter or greater shall be pre-cut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three (3) cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one half inches (3½") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within five (5) days at the Contractor's expense and to the satisfaction of City Representative. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed under the Project Special Provisions Section of this RFP in a manner selected by the Contractor and approved by the City.

Tree Protection and Tree Staking

Contractor shall follow best maintenance practices to insure there is not contact to a tree with a mower, string trimmer or other mechanical device or tool. Contractor shall insure through proper application techniques and product selection to prevent damage caused to any City tree by the application of any herbicide or other product.

Contractor shall not use string trimmers, mowers or apply herbicide within two feet (2') of any young tree. A "young tree" is a tree that has support stakes or is less than three inches (3') in diameter at standard height 54" dsh. Contractor shall mechanically remove weeds and maintain a three inch (3') layer of organic mulch applied in a circular pattern not less than (18') from the base of young trees. Mulch shall be kept a minimum of three inches (3') from the base of trees.

Trees that are determined to be damaged or destroyed by Contractor shall be removed and replaced by the Contractor at no cost to the City. Trees shall be replaced at a 1:1 ratio with a 24" box-size trees if the damaged or dead tree is less than or equal to 3¼ dsh and a 36" box-size tree if the damaged or dead tree is greater than 3¼ dsh. The species of the replacement tree(s) shall be determined by the City Representative.

All trees installed by the Contractor as a result of Contractor damage shall be installed with a pre-approved triple-staking system with trunk protection guard. Trunk protection guards are to be continually replaced when absent from the base of trees that are less than 3¼ dsh. Contractor shall guarantee the health and survival of the replacement tree and provide the care stated above, for one year from the date of replanting.

3.0 Special Provisions

Traffic Control

The Contractor shall be responsible for traffic control and safety regulations as related to any city, state, or county requirements while working on medians and/or roads. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal Highway Administration guidelines. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility arrow boards as necessary. The Contractor, prior to use, shall obtain City approval of all traffic safety equipment prior to use.

Illuminated arrow boards, sign stands, delineators and/or adequate cones shall be used to identify work site for vehicular and pedestrian safety. The City may, at its own discretion, specify certain times or days when closures are not allowed.

Contractor shall maintain accessibility for all emergency services, including access to fire hydrants. Contractor shall cooperate with trash collection operations and other municipal services.

Public Noticing of Tree Pruning Operations

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

Clean Up

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

Brush and debris generated by the Contractor shall be removed daily, sidewalks swept, lawns and parkways raked out, and gutters cleaned.

The City Engineer or his authorized representative, shall be the sole judge as to the adequacy of the clean-up.

Disposal of Debris

All tree branches produced as a result of the Contractor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The Contractor will generate a monthly Green Waste Recycling report detailing the amount of material generated and recycled within the City.

Wood Chips:

- a. Chips generated from pruning operations within the City of Huntington Park may first be dumped at a City designated site, if authorized by City staff. The second option is disposal at the Contractors sole expense.
- b. At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even, uniform size. These chips may be dumped in specified locations in the City, if authorized by City staff. The second option is disposal at the Contractors sole expense.

Inspections

The City Engineer or designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

Public Relations

The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

Invoices

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual planted tree, the specie, height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

Uniforms

All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Contractor employees shall appear neat and well-groomed at all times.

Special Circumstances

The CITY recognizes that in addition to the routine maintenance services described in the Scope of Services (Exhibit "A"), the Contractor may be tasked to provide services that are outside the regularly scheduled activities due to emergencies, special circumstances, or any other unforeseen situation.

The Contractor will provide labor, tools, equipment, materials and supplies necessary to complete all the work described below in a timely manner that will meet the City's requirements at no additional cost to the City.

Holidays The following ten (10) days are City holidays:

- | | |
|--------------------------|--------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Day | Veteran's Day |
| President's Birthday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day thru January 1st |

4.0 Emergency and After-Hour Tree Service

The Contractor shall be required to provide emergency on-call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within one (1) hour during normal business hours of operation and two (2) hours outside of normal business hours of operation from the initial telephone call.

Contractor shall be required to provide twenty-four (24) hour emergency phone number and names of contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the course of the Contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

5.0 Tree Removals

All tree removals shall be determined by the CITY and will be subject to the CITY's Urgency at no additional cost to the City. The Contractor shall obtain confirmation from the City Engineer or his/her designee prior to the removal of any tree.

The Contractor shall notify 844, DIG ALERT and prepare an internal work orders. The Contract shall removes tree and hauls all debris. The Contractor shall grind stumps to a depth of at least eighteen (18") inches deep. All holes will be backfilled; as well as all debris cleaned up and hauled away. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed from trees is the property of the City and shall be disposed of at the direction of the City Engineer or designated representative at no additional cost to the City. No wood shall be left along public right-of-way. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday at no additional cost to the City.

The Contractor is responsible for marking trees so that they are easily identifiable by DIG ALERT and the Contractor. The Contractor shall be required to notify DIG ALERT at least 48 hours before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½) feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where grounding can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

6.0 Tree Planting – 24-Inch Box

Planting includes the tree, stakes, ties, root barrier, complete installation and watering for one year (365 days.) Planting lists should be compiled by the Contractor and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- b. The City will be responsible for approving marked locations and the Contractor shall notify USA prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil.
- e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- g. Where necessary, the Contractor shall water newly planted trees, distressed trees, or other locations as directed by the City Representative.
- h. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one-third (⅓") and two-thirds (⅔) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty inches (24"-30") below grade.
- i. Trunk protectors as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.

- j. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be at least twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system at no additional cost to the City.
- k. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- l. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

7.0 Root Pruning

All root pruning shall be at the direction of City Engineer or his or her designee.

- a. Selective root pruning may be required to remove specific offending roots which interfere with the work area. When pruning out selective roots, great care shall be given to retain as much root surface as possible, including sufficient buttress root dispersal around the radius of the tree. No more than one third (1/3) of a tree's root system shall be removed. Roots shall be cut back at least four (4") inches away from new hardscape to the nearest node. Pruning cuts shall be made clean and smooth with no crushing or tearing of the remaining root.
- b. Root shaving may be required to remove a small portion of a nonessential buttress root or general root with a diameter of four (4") inches or greater. Roots will be shaved down to allow for at least two (2") inches of clearance between the root and the new hardscape. No more than one third (1/3) of a root's diameter shall be shaved off. Shaving cuts shall be made clean and smooth with no crushing or tearing of the remaining root.

GENERAL MAINTENANCE AND CLEAN UP

1. All trimmings, woodcuttings, trash, rubbish and debris shall be promptly removed from the site during normal working hours. All areas shall remain free of trash and debris.
2. All lawns, ground covers, areas around shrubs and trees next to buildings, fences, benches, sidewalks, playgrounds, sandboxes, curbs and gutters shall be kept free from weeds, little rocks, glass and debris on a continual basis.
3. Areas shall be policed and cleaned of debris and litter daily by the Contractor. Trash receptacle liners shall be replaced as needed.

4. Contractor is responsible for keeping concrete and asphalt surfaces clean and free of trash and debris on an as needed basis. All cracks in sidewalks, curbs, street gutters, and other paved areas shall be kept clean. Sidewalk and paved areas shall be swept and cleaned of any dirt or soil that might be washed from adjacent slope or planted areas.
5. All sand/play areas shall be raked and cleaned in such a manner as to eliminate broken pieces of glass, nails, or other harmful debris; the Contractor shall clean these areas daily.
6. Any eroded places shall be repaired by the replacement of topsoil to bring them back to original grade as required.
7. Contractor shall dispose of all woodcutting, weeds, leaves and other debris from the work site.
8. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and its construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed.
9. Contractor shall empty all trash receptacles provided by the City on a daily or as needed bases during regular working hours. Contractor shall use and provide at its own expense trash liners for each trash receptacle.
10. Contractor shall provide and use all necessary signs, cones, delineations, and other traffic control devices necessary to meet D.M.V. and OSHA work area traffic control laws and regulations.

EQUIPMENT

At all times, the Contractor shall furnish and maintain sufficient labor, and equipment as necessary to perform in a professional and safe manner all work for the contract.

HERBICIDES AND PESTICIDES

1. Contractor shall be responsible for insect and disease control. Spraying shall be done by qualified, trained personnel under the supervision of a State licensed pest control operator, using recognized and approved insecticides, herbicides and fungicides. The spraying shall be done with extreme care to avoid any hazard to any person or pet in the area or adjacent areas, or any property damage.
2. Snails and slugs shall be controlled by the use of approved non-arsenical, mehaldehyde bait.
3. In no case will extremely toxic materials, such as arsenicals, parathion, TEPP. etc., be permitted.
4. Contractor shall be responsible for the control and eradication of all diseases and insects affecting all plant material.
5. Contractor shall control pests, including rodents and snails, as needed, to provide healthy environment for plants and the public.
6. All pesticides shall be applied by a State licensed pest control operator.

MAINTENANCE WORK AREAS

Salt Lake Park
3401 East Florence Ave.

Robert Keller Park
6550 Miles Ave.

City-Owned Parking Lots
(SEE ATTACHMENT 3)

Chesley Circle
Corner of Zoe Ave & Albany

City Hall Bldg
6550 Miles Ave

Raul R. Perez Memorial Park
6208 Alameda St,

Westside Park
2061 Gage Ave.

Pacific Blvd. Planters
(14 Planters)

Dept. of Parks & Recreation
3401 E. Florence Ave

Police Dept. Bldg.
6542 Miles Ave

Freedom Park
3801 E. 61st St.

Senior-Citizen-Park
6923 Salt Lake Ave

Public Works
6900 Bissell St.

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EXHIBIT "B"
APPROVED RATE SCHEDULE



"EXHIBIT A"

**TRIMMING LAND CO., INC. IS SUBMITTING AN
PROPOSAL TO THE CITY OF HUNTINGTON PARK
FOR TREE MAINTENANCE SERVICES**

The Contractor proposes to furnish all materials, supplies, equipment, and/or services set forth herein, at prices indicated below:

| <u>DESCRIPTION</u> | <u>UNIT</u> | <u>COST</u> |
|---|---|----------------------|
| Grid Tree Pruning | per tree | \$ 43.00 |
| Special Request Tree Pruning (Average height of tree) | | |
| Small Trees - up to 25' | per tree | \$ 65.00 |
| Medium Trees - 25' – 50' | per tree | \$ 85.00 |
| Large Trees - 50' and taller | per tree | \$ 100.00 |
| Palm Trees specify | per tree or brown trunk height (bth) | \$ 120.00 |
| Tree Removals | | |
| Complete Tree and Stump Removal | per diameter inch (1" to 19" DBH) | \$ 18.00 |
| | per diameter inch (20" to 35" DBH) | \$ 25.00 |
| | per diameter inch (over 36" DBH) | \$ 35.00 or man hour |
| Tree Removal Only | per diameter inch | \$ 15.00 |
| Stump Grinding Only | per diameter inch | \$ 7.00 |
| Palm Removals – See Palm Removal Prices | | |
| Crew Rental | per man hour | \$ 65.00 |
| Emergency Call Out (3 man crew) (After work hours, holidays, & weekends) | per hour | \$ 200.00 |
| Tree Planting (Contractor provides trees, labor, and all other materials) | | |
| 15 Gallon | per tree | \$ 145.00 |
| 24" box | per tree | \$ 325.00 |
| 36" box | per tree | \$ 1,000.00 |
| 48" box | per tree | \$ 2,200.00 |
| Root Pruning | per linear foot | \$ 10.00 |
| Parkway Restoration | per man hour | \$ 65.00 |
| When stumps are removed and lateral roots engulf the parkway it is necessary to remove and restore the parkway. | | |

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Exhibit "A" Continued
 City of Huntington Park
 Schedule of Compensation
 Name of Contractor: Trimming Land Company Inc. (TLC)
 10513 Dolores Ave. South Gate CA.90280

Fee Schedule for additional services

CLEARANCE TRIM / YOUNG TREES **PER TREE** **\$35.00**
 Clearance trimming will consist of the proper height clearance on both main arterials as well as residential streets and walkways. This pruning could also be for street signs, traffic signals, and street lights. This is strictly for an immediate clearance and not pruning. Young tree pruning for correct tree structure.

CROWN REDUCTION **PER DIAMETER INCH** **\$7.50**
 Pruning will include crown raising, selective thinning, dead wooding, and structural pruning. All pruning will be done in accordance with the standards set forth by the International Society of Arboriculture pruning standards and the Best Management Practice, tree pruning guidelines. Special care will be taken not to remove more than 25% of the live foliage from any single tree. Trees that potentially fall into this category are Chinese elms, Carrotwood, Ficus, Shamel ash, and other similar fast growing trees. Special projects that are time sensitive, are difficult to access or require special equipment will fall under the crew rental rate at the discretion of the City. Complete

PALM REMOVALS **PER FOOT (bth)**

| | |
|-------------------------------|---------|
| Washintonia robusta | \$12.00 |
| Washintonia felifera | \$20.00 |
| Phoenix canariensis | \$27.00 |
| Phoenix dactylifera | \$14.00 |
| Syagrus romanzoffiana | \$13.00 |
| Archontophoenix romanzoffiana | \$13.00 |
| Other | \$8.00 |

CITY WIDE GPS TREE INVENTORY
 Create a City wide GPS inventory for all City owned trees \$0.00
 (An \$18,000 value)

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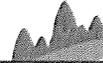


EXHIBIT "A" Continued
 City of Huntington Park
 Schedule of Compensation
 Name of Contractor: Trimming Land Company Inc. (TLC)
 10513 Dolores Ave. South Gate CA.90280

Fee Schedule for additional services

LARGE TREE PRUNING

PER FOOT (Height)

Large tree pruning consists of major traffic control on main arterial streets, and safety is the number one goal. Large tree pruning work usually consists of great effort and coordination on the part of both the contractor as well as the City. This type of tree work usually involves the use of both sides of the street. The City can substitute the crew rental rate on this type of work at its discretion.

| | | |
|------------|----------|----------|
| 0-25 feet | per foot | \$165.00 |
| 26-50 feet | per foot | \$195.00 |
| 51-65 feet | per foot | \$250.00 |
| 66-75 feet | per foot | \$295.00 |
| 76 + feet | per foot | \$395.00 |

TREE PLANTING

| | | |
|-----------|----------|----------|
| 15 Gallon | Per tree | \$145.00 |
|-----------|----------|----------|

ROOT BARRIERS

| | | |
|---------|-----------|--------|
| 12"X24" | PER PANEL | \$5.00 |
| 18"X24" | PER PANEL | \$8.00 |
| 24"X24" | PER PANEL | \$9.00 |

ROOT BARRIERS

| | | |
|---------|------------|---------|
| 12"X20' | PER LINEAL | \$25.00 |
| 18"X20' | PER LINEAL | \$35.00 |
| 24"X20' | PER LINEAL | \$42.00 |

*All tree planting includes tree stakes, tree ties, and tree guard.

ARBORIST SERVICES

PER HOUR \$85.00

These services consist of hazard tree evaluations, written reports and photographs.

Cooperative Purchasing Any public agency shall have the right to participate in any award made as a result of this contract at the same prices being offered to the City of Commerce. The City shall have no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for any placed orders and for payments to the vendor.

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2016

FIRST AMENDMENT TO TREE MAINTENANCE SERVICES AGREEMENT

THIS FIRST AMENDMENT (the “First Amendment”) to Tree Maintenance Services Agreement is made and entered into this _____ day of August 2016 by and between the City of Huntington Park, a municipal corporation (hereinafter, “CITY”) and Trimming Land Company., Inc. (TLC) a Corporation (hereinafter, “CONTRACTOR”). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.”

RECITALS

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

WHEREAS, on or about **[INSERT DATE]**, 2016, the Parties executed and entered into that certain agreement titled, Tree Maintenance Services Agreement (hereinafter, the “Master Agreement”) which is attached hereto as Exhibit “A”; and

WHEREAS, the Master Agreement provides that the initial term would be for one-year, with two options to extend the term for one additional year. The option to extend may be exercised in the CITY’s sole discretion by providing written notice of its intent to extend the Master Agreement;

WHEREAS, the Parties desire to amend the Master Agreement by modifying the term of the Master Agreement from a one-year term with two one-year options to extend, to a four-year term without options to extend the agreement.

WHEREAS, Section 6.16 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

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

1. Term. Section 1.2 of the Master Agreement is hereby amended to extend the term to [INSERT DATE] 2020. Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Master Agreement at any time pursuant to Section 5 of the Master Agreement.

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

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

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

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

CITY OF HUNTINGTON PARK:

TRIMMING LAND COMPANY, INC.

By: _____
Edgar Cisneros
City Manager

By: _____

Name: _____

Date: _____

Its: _____

APPROVED AS TO FORM:

Date: _____

By: _____
Arnold M. Alvarez-Glasman
City Attorney

Date: _____



DRAFT

TREE MAINTENANCE CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 20____ (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Trimming Land Company., Inc. (TLC) a Corporation (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

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

I.
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 **TERM:** This Agreement shall have a term of 4 years with no extensions. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the “Approved Rate Schedule”).

- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of is \$756,000 (hereinafter, the "Not-to-Exceed Sum"), or \$189,000 for each of the four years, unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR and be provided these records upon demand.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses

which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, Director of Public Works, and the Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates Andrew Fox or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);

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

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

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

- 2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, or medical condition.
- 2.9 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONTRACTOR and all persons retained or employed by

CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of the CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance / Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both CONTRACTOR and CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.
INDEMNIFICATION

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

SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

V. TERMINATION

- 5.1 TERMINATION FOR CAUSE: The City may terminate this Agreement for cause, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under provisions contained in Section 5.2 of the Agreement. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for cause as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the

Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within forty five (45) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 45-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) if the requested extended time exceeds seven (7) calendar days from the end of the initial 45-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(ii) if the requested time exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its

obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within thirty (30) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a

limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

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

- G. Should CONTRACTOR be found guilty of a criminal felony during this contract with the CITY in which brings public embarrassment to the City of Huntington Park, or should CONTRACTOR fail to perform any of the obligations required of CONTRACTOR within the time and in the manner provided for under this Agreement, or should CONTRACTOR violate any of the terms and conditions of the Agreement, or should CONTRACTOR fail to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this Agreement, the City may terminate this Agreement for cause.

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

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

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Trimming Land Co., Inc. (TLC)
Atten: Basilio Martinez
President/CEO
10513 Dolores Ave,
South Gate, CA 90280
Phone: 323-569-4498

CITY:

City of Huntington Park
Engineering and Public Works Dept.
655 Miles Avenue
Huntington Park, CA 90255
Attn: Janie Pichardo
Phone: (323) 584-6225
Fax: (323) 588-4577

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

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

- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

TRIMMING LAND CO., INC. (TLC):

By: _____
Edgar P. Cisneros,
City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

DRAFT

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DRAFT

EXHIBIT "A"

SCOPE OF SERVICES

1.0 General Requirements

Contractor shall provide the labor, materials, equipment, tools, services and special skills necessary to complete all the work in a timely manner that will meet the City's requirements.

All work shall be done between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding recognized holidays. No deviation shall be permitted without prior approval by the Public Works Director or designated representative. Additional scheduling may be permitted upon prior approval.

The Public Works Director or designee shall designate the Contractor's arborist to write pruning specifications for each project. All pruning specifications should include:

- Location of Trees
- Pruning Objectives
- Methods of Pruning
- Extent of Pruning (location, percentage, part size, etc.)

All pruning specifications shall be adhered to throughout the term of the contract. In addition, all pruning work shall be performed by an ISA Certified Arborist and/or ISA Certified Tree Worker or under the direct supervision of an ISA Certified Tree Worker. Preferably, the Contractor should have an ISA Certified Arborist on staff.

The work shall commence as outlined in the Contractor's proposal and as agreed to by the Public Works Director or designated representative. In the event that the Public Works Director shall be of the opinion that the work is being inadequately or improperly executed in any respect, he/she may demand that the Contractor improve or change the execution of the work in such manner as to assure proper and timely completion prior to any approval for payment.

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner. The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.

The contractor shall maintain all trees in accordance to the ANSI A300 (Part 1) Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices, Pruning (2012) and Best Management Practices: Tree Pruning (2012) as adopted by the International Society of Arboriculture (ISA).

The Contractor shall comply with all applicable Federal and State Occupational Safety and Health standards, ANSI Z133.1-2006 for Arboricultural Operations – Safety Requirements, Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and other Federal Environmental Protection Agency (EPA) regulations, as well as state and local regulations.

2.0 Tree Maintenance Program Specifications

Contractor will work with the Public Works Director or designated representative to establish pruning grids citywide, and establish a pruning program with a 4-7 year trim cycle to prune at the minimum of 1,500 City owned trees a year.

Pruning of all trees shall include a tree inspection made from ground level, a pruning objective for each tree, and a specified pruning method to achieve the objective prior to the commencement of work. Pruning objectives will include line-of-sight, vertical, street light and sign clearance, risk reduction, health management, structural, aesthetics and others. Pruning methods will include cleaning, raising, canopy spread and/or height reduction, and thinning. Utility pruning, palm pruning and specialty pruning will also be performed. All pruning will be in accordance with ANSI A300 Pruning Standards and Best Management Practices set forth by the International Society of Arboriculture (ISA) and are subject to the following:

Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

Contractor shall notify the resident(s) forty-eight (48) hours in advance of scheduled pruning.

Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the scheduled pruning.

Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference and annoyance to the public. The Contractor personnel shall wear identifiable uniforms to identify themselves as employees of Contractor. The work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor’s personnel or others near the work site, work is to immediately

cease and the appropriate utility company notified. The work shall then commence in accordance with instructions from the utility company.

The Contractor shall be responsible for appropriate notification of Underground Service Alert (USA) and shall make every effort to communicate and coordinate with City personnel regarding underground public infrastructure.

No hooks, gaffs, or spurs will be used for anything other than removals or in case of an aerial rescue.

Any vine plant growing on the trees shall be removed to ground level.

Remove any extraneous metal, wire, rubber or other material interfering with the natural growth of the tree.

Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with a bleach solution.

Topping and lion's tailing shall be considered an unacceptable pruning practice and will not be utilized under any circumstances other than complete removals.

Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

The specific techniques employed shall be consistent with industry practice for the size and species of tree being pruned. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general structure of the tree or leave a large wound.

In most instances, tree foliage shall not be reduced by no more than twenty-five (25%) percent.

Provide standard tree pruning services that shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, weak, broken, and crossing limbs.

Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Tree Crew

The standard crew is three (3) men, one chipper truck, one chipper, one aerial tower and all necessary tools to perform the functions. The crew and equipment can be modified to complete any type of miscellaneous tasks including pruning specific trees requiring immediate attention prior to their scheduled prune. Trees requiring service prior to their regularly scheduled grid or annual prune to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed under the normal day crew rate at no additional cost to the contract or City. The City Engineer or designee will provide direction regarding any tree that requires service prior to the regularly scheduled maintenance.

Pruning for Street Signs, Street and Traffic Lights, and Utility Lines

During the course of work, the Contractor may be required to perform utility line, street sign, and traffic light clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract at no additional cost to the City.

Tree pruning for traffic clearances shall provide clearances of at least sixteen feet (16') above finish grade for moving vehicles within the traveled roadway and eight (8') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be sixteen (16') feet over the traveled road, and eight feet (8') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals (just outside the branch bark ridge and collar) to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

Crown Raising/Clearance Prune

A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

- a. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

Limbs

Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three (3) cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one half inches (3½") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within five (5) days at the Contractor's expense and to the satisfaction of City Representative. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed under the Project Special Provisions Section of this RFP in a manner selected by the Contractor and approved by the City.

Tree Protection and Tree Staking

Contractor shall follow best maintenance practices to insure there is not contact to a tree with a mower, string trimmer or other mechanical devise or tool. Contractor shall insure through proper application techniques and product selection to prevent damage caused to any City tree by the application of any herbicide or other product.

Contractor shall not use string trimmers, mowers or apply herbicide within two feet (2') of any young tree. A "young tree" is a tree that has support stakes or is less than three inches (3') in diameter at standard height 54" dsh. Contactor shall mechanically remove weeds and maintain a three inch (3') layer of organic mulch applied in a circular pattern not less than (18') from the base of young trees. Mulch shall be kept a minimum of three inches (3') from the base of trees.

Trees that are determined to be damaged or destroyed by Contractor shall be removed and replaced by the Contractor at no cost to the City. Trees shall be replaced at a 1:1 ratio with a 24" box-size trees if the damaged or dead tree is less than or equal to 3¼ dsh and a 36" box-size tree if the damaged or dead tree is greater than 3¼ dsh. The species of the replacement tree(s) shall be determined by the City Representative.

All trees installed by the Contractor as a result of Contractor damage shall be installed with a pre-approved triple-staking system with trunk protection guard. Trunk protection guards are to be continually replaced when absent from the base of trees that are less than 3¼ dsh. Contractor shall guarantee the health and survival of the replacement tree and provide the care stated above, for one year from the date of replanting.

3.0 Special Provisions

Traffic Control

The Contractor shall be responsible for traffic control and safety regulations as related to any city, state, or county requirements while working on medians and/or roads. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal Highway Administration guidelines. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility arrow boards as necessary. The Contractor, prior to use, shall obtain City approval of all traffic safety equipment prior to use.

Illuminated arrow boards, sign stands, delineators and/or adequate cones shall be used to identify work site for vehicular and pedestrian safety. The City may, at its own discretion, specify certain times or days when closures are not allowed.

Contractor shall maintain accessibility for all emergency services, including access to fire hydrants. Contractor shall cooperate with trash collection operations and other municipal services.

Public Noticing of Tree Pruning Operations

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

Clean Up

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

Brush and debris generated by the Contractor shall be removed daily, sidewalks swept, lawns and parkways raked out, and gutters cleaned.

The City Engineer or his authorized representative, shall be the sole judge as to the adequacy of the clean-up.

Disposal of Debris

All tree branches produced as a result of the Contractor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The Contractor will generate a monthly Green Waste Recycling report detailing the amount of material generated and recycled within the City.

Wood Chips:

- a. Chips generated from pruning operations within the City of Huntington Park may first be dumped at a City designated site, if authorized by City staff. The second option is disposal at the Contractors sole expense.
- b. At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even, uniform size. These chips may be dumped in specified locations in the City, if authorized by City staff. The second option is disposal at the Contractors sole expense.

Inspections

The City Engineer or designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

Public Relations

The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

Invoices

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual planted tree, the specie, height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

Uniforms

All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Contractor employees shall appear neat and well-groomed at all times.

Special Circumstances

The CITY recognizes that in addition to the routine maintenance services described in the Scope of Services (Exhibit "A"), the Contractor may be tasked to provide services that are outside the regularly scheduled activities due to emergencies, special circumstances, or any other unforeseen situation.

The Contractor will provide labor, tools, equipment, materials and supplies necessary to complete all the work described below in a timely manner that will meet the City's requirements at no additional cost to the City.

Holidays The following eleven (11) days are City holidays:

| | |
|--------------------------|--------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Day | Veteran's Day |
| President's Birthday | Thanksgiving Day |
| Cesar Chavez Day | Day after Thanksgiving |
| Memorial Day | Christmas Day thru January 1st |
| Independence Day | |

4.0 Emergency and After-Hour Tree Service

The Contractor shall be required to provide emergency on-call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within one (1) hour during normal business hours of operation and two (2) hours outside of normal business hours of operation from the initial telephone call.

Contractor shall be required to provide twenty-four (24) hour emergency phone number and names of contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the course of the Contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

5.0 Tree Removals

All tree removals shall be determined by the CITY and will be subject to the CITY's Urgency at no additional cost to the City. The Contractor shall obtain confirmation from the City Engineer or his/her designee prior to the removal of any tree.

The Contractor shall notify 844, DIG ALERT and prepare an internal work orders. The Contract shall removes tree and hauls all debris. The Contractor shall grind stumps to a depth of at least eighteen (18") inches deep. All holes will be backfilled; as well as all debris cleaned up and hauled away. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed from trees is the property of the City and shall be disposed of at the direction of the City Engineer or designated representative at no additional cost to the City. No wood shall be left along public right-of-way. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday at no additional cost to the City.

The Contractor is responsible for marking trees so that they are easily identifiable by DIG ALERT and the Contractor. The Contractor shall be required to notify DIG ALERT at least 48 hours before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where grounding can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

6.0 Tree Planting – 24-Inch Box

Planting includes the tree, stakes, ties, root barrier, complete installation and watering for one year (365 days.) Planting lists should be compiled by the Contractor and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- b. The City will be responsible for approving marked locations and the Contractor shall notify USA prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil.
- e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- g. Where necessary, the Contractor shall water newly planted trees, distressed trees, or other locations as directed by the City Representative.
- h. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one-third (⅓") and two-thirds (⅔) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty inches (24"-30") below grade.
- i. Trunk protectors as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.

- j. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be at least twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system at no additional cost to the City.
- k. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- l. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

7.0 Root Pruning

All root pruning shall be at the direction of City Engineer or his or her designee.

- a. Selective root pruning may be required to remove specific offending roots which interfere with the work area. When pruning out selective roots, great care shall be given to retain as much root surface as possible, including sufficient buttress root dispersal around the radius of the tree. No more than one third (1/3) of a tree's root system shall be removed. Roots shall be cut back at least four (4") inches away from new hardscape to the nearest node. Pruning cuts shall be made clean and smooth with no crushing or tearing of the remaining root.
- b. Root shaving may be required to remove a small portion of a nonessential buttress root or general root with a diameter of four (4") inches or greater. Roots will be shaved down to allow for at least two (2") inches of clearance between the root and the new hardscape. No more than one third (1/3) of a root's diameter shall be shaved off. Shaving cuts shall be made clean and smooth with no crushing or tearing of the remaining root.

GENERAL MAINTENANCE AND CLEAN UP

1. All trimmings, woodcuttings, trash, rubbish and debris shall be promptly removed from the site during normal working hours. All areas shall remain free of trash and debris.
2. Contractor shall provide and use all necessary signs, cones, delineations, and other traffic control devices necessary to meet D.M.V. and OSHA work area traffic control laws and regulations.

EQUIPMENT

At all times, the Contractor shall furnish and maintain sufficient labor, and equipment as necessary to perform in a professional and safe manner all work for the contract.

HERBICIDES AND PESTICIDES

1. Contractor shall be responsible for insect and disease control. Spraying shall be done by qualified, trained personnel under the supervision of a State licensed pest control operator, using recognized and approved insecticides, herbicides and fungicides. The spraying shall be done with extreme care to avoid any hazard to any person or pet in the area or adjacent areas, or any property damage.
2. Snails and slugs shall be controlled by the use of approved non-arsenical, mehaldehyde bait.
3. In no case will extremely toxic materials, such as arsenicals, parathion, TEPP. etc., be permitted.
4. Contractor shall be responsible for the control and eradication of all diseases and insects affecting all plant material.
5. Contractor shall control pests, including rodents and snails, as needed, to provide healthy environment for plants and the public.
6. All pesticides shall be applied by a State licensed pest control operator.

MAINTENANCE WORK AREAS

Salt Lake Park_
3401 East Florence Ave.

Robert Keller Park
6550 Miles Ave.

City-Owned Parking Lots
(SEE ATTACHMENT 3)

Chesley Circle
Corner of Zoe Ave & Albany

City Hall Bldg
6550 Miles Ave

Raul R. Perez Memorial Park
6208 Alameda St,

Westside Park
2061 Gage Ave.

Pacific Blvd. Planters
(14 Planters)

Dept. of Parks & Recreation
3401 E. Florence Ave

Police Dept. Bldg.
6542 Miles Ave

Freedom Park
3801 E. 61st St.

Senior-Citizen-Park
6923 Salt Lake Ave

Public Works
6900 Bissell St.

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EXHIBIT "B"

APPROVED RATE SCHEDULE



"EXHIBIT A"

TRIMMING LAND CO., INC. IS SUBMITTING AN
PROPOSAL TO THE CITY OF HUNTINGTON PARK
FOR TREE MAINTENANCE SERVICES

The Contractor proposes to furnish all materials, supplies, equipment, and/or services set forth herein, at prices indicated below:

| <u>DESCRIPTION</u> | <u>UNIT</u> | <u>COST</u> |
|---|---|---------------------|
| Grid Tree Pruning | per tree | \$ 43.00 |
| Special Request Tree Pruning (Average height of tree) | | |
| Small Trees - up to 25' | per tree | \$ 65.00 |
| Medium Trees - 25' – 50' | per tree | \$ 85.00 |
| Large Trees - 50' and taller | per tree | \$ 100.00 |
| Palm Trees specify | per tree or brown trunk height (bth) | \$ 120.00 |
| Tree Removals | | |
| Complete Tree and Stump Removal | per diameter inch (1" to 19" DBH) | \$18.00 |
| | per diameter inch (20" to 35" DBH) | \$25.00 |
| | per diameter inch (over 36" DBH) | \$35.00 or man hour |
| Tree Removal Only | per diameter inch | \$ 15.00 |
| Stump Grinding Only | per diameter inch | \$ 7.00 |
| Palm Removals – See Palm Removal Prices | | |
| Crew Rental | per man hour | \$ 65.00 |
| Emergency Call Out (3 man crew) (After work hours, holidays, & weekends) | per hour | \$ 200.00 |
| Tree Planting (Contractor provides trees, labor, and all other materials) | | |
| 15 Gallon | per tree | \$ 145.00 |
| 24" box | per tree | \$ 325.00 |
| 36" box | per tree | \$ 1,000.00 |
| 48" box | per tree | \$ 2,200.00 |
| Root Pruning | per linear foot | \$ 10.00 |
| Parkway Restoration | per man hour | \$65.00 |
| When stumps are removed and lateral roots engulf the parkway it is necessary to remove and restore the parkway. | | |

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Exhibit "A" Continued
 City of Huntington Park
 Schedule of Compensation
 Name of Contractor: Trimming Land Company Inc. (TLC)
 10513 Dolores Ave. South Gate CA.90280

Fee Schedule for additional services

CLEARANCE TRIM / YOUNG TREES **PER TREE** **\$35.00**
 Clearance trimming will consist of the proper height clearance on both main arterials as well as residential streets and walkways. This pruning could also be for street signs, traffic signals, and street lights. This is strictly for an immediate clearance and not pruning. Young tree pruning for correct tree structure.

CROWN REDUCTION **PER DIAMETER INCH** **\$7.50**
 Pruning will include crown raising, selective thinning, dead wooding, and structural pruning. All pruning will be done in accordance with the standards set forth by the International Society of Arboriculture pruning standards and the Best Management Practice, tree pruning guidelines. Special care will be taken not to remove more than 25% of the live foliage from any single tree. Trees that potentially fall into this category are Chinese elms, Carrotwood, Ficus, Shamel ash, and other similar fast growing trees. Special projects that are time sensitive, are difficult to access or require special equipment will fall under the crew rental rate at the discretion of the City. Complete

PALM REMOVALS **PER FOOT (bth)**

| | |
|-------------------------------|---------|
| Washintonia robusta | \$12.00 |
| Washintonia felifera | \$20.00 |
| Phoenix canariensis | \$27.00 |
| Phoenix dactylifera | \$14.00 |
| Syagrus romanzoffiana | \$13.00 |
| Archontophoenix romanzoffiana | \$13.00 |
| Other | \$8.00 |

CITY WIDE GPS TREE INVENTORY
 Create a City wide GPS inventory for all City owned trees **\$0.00**
(An \$18,000 value)

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EXHIBIT "A" Continued
 City of Huntington Park
 Schedule of Compensation
 Name of Contractor: Trimming Land Company Inc. (TLC)
 10513 Dolores Ave. South Gate CA.90280

Fee Schedule for additional services

LARGE TREE PRUNING

PER FOOT (Height)

Large tree pruning consists of major traffic control on main arterial streets, and safety is the number one goal. Large tree pruning work usually consists of great effort and coordination on the part of both the contractor as well as the City. This type of tree work usually involves the use of both sides of the street. The City can substitute the crew rental rate on this type of work at its discretion.

| | | |
|-------------------|-----------------|----------|
| 0-25 feet | per foot | \$165.00 |
| 26-50 feet | per foot | \$195.00 |
| 51-65 feet | per foot | \$250.00 |
| 66-75 feet | per foot | \$295.00 |
| 76 + feet | per foot | \$395.00 |

TREE PLANTING

| | | |
|-----------|----------|----------|
| 15 Gallon | Per tree | \$145.00 |
|-----------|----------|----------|

ROOT BARRIERS

| | | |
|----------------|-----------|--------|
| 12"X24" | PER PANEL | \$5.00 |
| 18"X24" | PER PANEL | \$8.00 |
| 24"X24" | PER PANEL | \$9.00 |

ROOT BARRIERS

| | | |
|----------------|------------|---------|
| 12"X20' | PER LINEAL | \$25.00 |
| 18"X20' | PER LINEAL | \$35.00 |
| 24"X20' | PER LINEAL | \$42.00 |

***All tree planting includes tree stakes, tree ties, and tree guard.**

ARBORIST SERVICES

PER HOUR \$85.00

These services consist of hazard tree evaluations, written reports and photographs.

Cooperative Purchasing Any public agency shall have the right to participate in any award made as a result of this contract at the same prices being offered to the City of Commerce. The City shall have no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for any placed orders and for payments to the vendor.

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CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 16, 2016

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

Dear Mayor and Members of the City Council:

APPROVE PAYMENT OF INVOICES TO COMPUTER SERVICES COMPANY FOR TRAFFIC SIGNAL SERVICES RENDERED IN FISCAL YEAR (FY) 2015-2016

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve payment of invoices to Computer Services Company totaling \$35,107.16 from account 221-8014-429.56-41 for FY 2015-16 for traffic signal services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During FY 2015-2016, the Contractor terminated this contract, and the contract was continued on a month-to-month basis until an RFP was issued for these services. The new service provider (St. Francis Electric) was approved by Council on July 19th, 2016 to continue services.

Services from January 2016 through June 2016 were not covered by any contract and therefore could not be approved for payment. In order to process and pay the amounts owed, we are now requesting that the City Council approve that payments be made in a total not-to-exceed amount of \$35,107.16.

FISCAL IMPACT

The funds totaling \$35,107.16 from account 221-8014-429.56-41 were encumbered in Fiscal Year 2015-2016 and are available.

CONCLUSION

With Council approval, staff will move forward with the recommended actions.

**APPROVE PAYMENT OF INVOICES TO COMPUTER SERVICES COMPANY FOR
TRAFFIC SIGNAL SERVICES RENDERED IN FISCAL YEAR (FY) 2015-2016**

August 16, 2016

Page 2 of 2

Respectfully submitted,

A handwritten signature in blue ink, reading "Edgar P. Cisneros", enclosed in a thin black rectangular border.

EDGAR P. CISNEROS
City Manager

A handwritten signature in blue ink, appearing to read "Michael Ackerman", enclosed in a thin black rectangular border.

Michael Ackerman, RCE
Acting Public Works Director/City Engineer