

CITY OF HUNTINGTON PARK

City Council Agenda Monday, July 21, 2014

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

Rosa E. Perez
Mayor

Karina Macias
Vice Mayor



Ofelia Hernandez
Council Member

Mario Gomez
Council Member

Valentin Palos Amezcua
Council Member

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

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

Public Comment

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

Prior to the business portion of the agenda, the City Council and all other agencies meeting on such date will convene to receive public comments regarding any agenda items or matters within the jurisdiction of such governing bodies. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or Chairperson will separately call for testimony at the time of each public hearing. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and place it in the box at the podium. When called upon by the Mayor or Mayor's designee, each person addressing the Council shall step up to the microphone and state his/her name or organization he/she represents for the record. Each speaker will be limited to three minutes per Huntington Park Municipal Code 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions

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

Consent Calendar

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

Important Notice

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

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

FLAG SALUTE:

Angelica Acosta, 5th grade student at Huntington Park Elementary School.

INVOCATION

ROLL CALL:

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

PUBLIC COMMENT (CLOSED SESSION ITEMS ONLY):

CLOSED SESSION:

Pursuant to California Government Code Section 54957
PUBLIC EMPLOYMENT –APPOINTMENT
Title: City Attorney

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Initiation of Litigation Pursuant to Government Code paragraph (2) or (3) of subdivision (d) of Section 54956.9(2)

PUBLIC COMMENT

PRESENTATIONS AND ANNOUNCEMENTS:

Presentation to student who led the flag salute: Angelica Acosta.

Presentation of certificate of appreciation to Retired City of Huntington Park Police Department Lieutenants: Ronald Davis, Neal Mongan and Anthony Porter for their outstanding work and dedication.

Presentation by the California Highway Patrol in recognition of Huntington Park Police Officers for the recovery of stolen vehicles.

Presentation by The Greater Huntington Park Area Chamber of Commerce for the 1st Annual Business Power Walk

Presentation of Parklet Grand Openings

Presentation of Downtown Revitalization Project

PUBLIC COMMENTS

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

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

- 1. Approve Resolution No. 2014-21 to move the date of the General Municipal Election and approve the County of Los Angeles Registrar Recorder to conduct said Elections commencing in 2015.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve Resolution No. 2014-21 to move the date of the General Municipal Election and approve the County of Los Angeles Registrar Recorder to conduct said Elections commencing in 2015.**
 - 2. Approve the County of Los Angeles Registrar-Recorder to conduct the City's General Municipal Elections commencing in 2015.**
-
- 2. Approve the Second Reading of Ordinance No. 930-NS repealing Ordinance No. 928-NS (moving the date of the City of Huntington Park's General Municipal Election to the first Tuesday after the first Monday in November of odd numbered years beginning in 2015).**

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

FINANCE DEPARTMENT

- 3. Approve Accounts Payable and Payroll Warrants dated July 21, 2014.**
- 4. Fiscal Year 2014-2015 Gann Expenditure Limit and Modifications under Proposition 111.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Adopt Resolution No. 2014-22 establishing an appropriations limit for the Fiscal Year 2014-2015.

HUMAN RESOURCES

5. **Designate another period for granting two years additional service credit with CALPERS Pursuant to Government Code 20903.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive the cost associated with implementing another designated period granting two years additional service credit to eligible job classifications in the City.
2. Approve such program and direct staff to prepare a Resolution and required certifications for adoption by the City Council on August 4, 2014, to implement this program.

END OF CONSENT CALENDAR

PUBLIC HEARING

REGULAR AGENDA

OFFICE OF THE CITY CLERK

COMMUNITY DEVELOPMENT DEPARTMENT

6. **Second Reading of an Ordinance Amending Title 9, Chapter 4, Article 2 of the Huntington Park Municipal Code.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Second Reading and adopt an Ordinance amending Title 9, Chapter 4, Article 2 of the Huntington Park Municipal Code (HPMC) relating to the sales of alcoholic beverages.

FINANCE DEPARTMENT

7. Approval of Fiscal Year 2014-2015 General Fund Budget

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve General Fund Budget Adjustments for Fiscal Year ending June 30, 2015.

8. Resolution and Annual Report for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year ending June 30, 2015.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-23 establishing and ordering the levy and collection of the annual special tax for City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2014-2015.

9. Authorization to Amend the Agreement with Parking Company of America for the Parking Structure located at 7015 Rita Ave.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim City Manager to amend the agreement with Parking Company of America to pay for capital improvements at 7015 Rita Avenue.

HUMAN RESOURCES

PARKS AND RECREATION DEPARTMENT

10. Update on Swimming Pool Program at Marquez High School

11. Recap from Parks and Recreation Director regarding the 4th of July event

12. Update on Parks and Recreation Tiny Tots Program

POLICE DEPARTMENT

13. Authorization to Renew Contract Agreement with the Los Angeles County Department of Animal Care and Control

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve and renew animal sheltering services agreement with the Los Angeles County Department of Animal Care and Control.

14. Road Closure for 2014 Police Department National Night Out

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the road closure along Miles Avenue from Saturn Avenue to Gage Avenue, and along Zoe Avenue from Templeton Street to Miles Avenue on August 5, 2014.

PUBLIC WORKS DEPARTMENT

15. Purchase Order for Gasoline and Diesel Fuel for City Vehicles

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute a Purchase Order with SC Fuels for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$350,000 for the 2014-2015 Fiscal Year.

16. Professional services agreement with Ron Bates and Enviro Communications, Inc. for public policy strategy and advocacy services in support of Regional Transportation Grant Funding opportunities.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to prepare and execute a professional services agreement with Ron Bates for regional transportation coordination services.
2. Extend the professional services agreement with Enviro Communications, Inc. for public strategy and advocacy services in support of transportation grant funding opportunities.

CITY MANAGER

17. Update on Solid Waste Handling Services Request for Proposal

CITY ATTORNEY

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Mayor Rosa E. Perez

Vice Mayor Karina Macias

Council Member Ofelia Hernandez

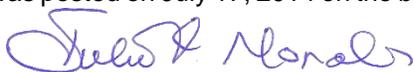
Council Member Valentin Palos Amezquita

Council Member Mario Gomez

ADJOURNMENT

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, AUGUST 4, 2014 AT 6:00 P.M.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on July 17, 2014 on the bulletin board outside City Hall and available at www.huntingtonpark.org



Julio Morales, Interim City Manager

1 RESOLUTION NO. _____

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
3 HUNTINGTON PARK, CALIFORNIA, CALLING A GENERAL
4 MUNICIPAL ELECTION TO BE HELD ON TUESDAY,
5 MARCH 3, 2015, FOR THE ELECTION OF CERTAIN
6 OFFICERS AND REQUESTING THE BOARD OF
7 SUPERVISORS OF THE COUNTY OF LOS ANGELES TO
8 CONSOLIDATE THE ELECTION WITH ANY AND ALL
9 ELECTIONS ALSO CALLED TO BE HELD ON MARCH 3,
10 2015, INSOFAR AS SAID ELECTIONS ARE TO BE HELD IN
11 THE SAME TERRITORY OR IN TERRITORY THAT IS IN
12 PART THE SAME AS THE TERRITORY OF THE CITY OF
13 HUNTINGTON PARK

9 WHEREAS, a General Municipal Election shall be held on March 3, 2015, for the election
10 of three (3) Members of the City Council of the City of Huntington Park; and

11 WHEREAS, pursuant to the Elections Code Section 10002, the City Council of the City of
12 Huntington Park may by resolution request the Board of Supervisors of the County of Los Angeles
13 to permit the County Clerk to render specified services to the City of Huntington Park relating to
14 the conduct of an election; and

15 WHEREAS, subject to approval of the Board of Supervisors, these services shall be
16 provided by the County Clerk; and

17 WHEREAS, pursuant to Elections Code Section 10002, unless other arrangements
18 satisfactory to the County have been made, the City shall reimburse the County in full for the
19 services performed upon presentation of a bill to the City; and

20 WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections,
21 are called to be on the same day, in the same territory, or in territory that is in part the same, they
22 may be consolidated upon the order of the City Council calling the elections; and

23 WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the
24 same time as the adoption of the ordinance, resolution, or order calling the election; and

25 WHEREAS, various local elections may be or have been called to be held on March 3,
26 2015.

27 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK
28 DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

1 1. That pursuant to the requirements of the laws of the State of California relating to
2 general law cities, there is called and ordered to be held in the City of Huntington Park, California
3 on Tuesday, March 3, 2015, a General Municipal Election for the purpose of electing three (3)
4 members of the City Council for the full term of four years.

5 2. That the City Council hereby orders the election to be consolidated with any and all
6 elections also called to be held on March 3, 2015, insofar as said elections are to be held in the
7 same territory or in territory that is in part the same as the territory of the City of Huntington Park
8 and requests that the Board of Supervisors of the County of Los Angeles order such consolidation
9 under Elections Code Sections 10401, 10402 and 10403.

10 3. That the City Council hereby requests the Board of Supervisors of the County of
11 Los Angeles to permit the Los Angeles County Elections Department to provide any and all
12 services necessary for conducting the election and agrees to pay for said services.

13 4. The County Election Department is authorized to canvass the returns of the General
14 Municipal Election. The election shall be held in all respects as if there only one election.

15 5. That the polls for the election shall be open at seven o'clock a.m. of the day of the
16 election and shall remain open continuously from that time until eight o'clock p.m. of the same
17 day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided
18 in Section 14401 of the Elections Code of the State of California.

19 6. That in all particulars not recited in this Resolution, the election shall be held and
20 conducted as provided by law for holding municipal elections.

21 7. That notice of the time and place of holding the election is given and the City Clerk
22 is authorized, instructed and directed to give further or additional notice of the election, in time,
23 form and manner as required by law.

24 8. That the City Clerk is hereby authorized and directed to file a certified copy of this
25 Resolution with the Board of Supervisors and the County Clerk of Los Angeles County.

26 ///

27 ///

28 ///

1 THE FOREGOING RESOLUTION is approved and adopted by the City Council of the
2 City of Huntington Park this ____ day of April, 2014, by the following roll call vote:

3 AYES:

4 NOES:

5 ABSENT:

6 ABSTAIN:

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MAYOR

9 ATTEST:

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CITY CLERK

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CITY OF HUNTINGTON PARK

FINANCE DEPARTMENT
City Council Agenda Report

July 21, 2014

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

Dear Mayor and Members of the City Council:

FISCAL YEAR 2014-2015 GANN EXPENDITURE LIMIT AND MODIFICATIONS UNDER PROPOSITION 111

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the resolution to establish the City's Gann expenditure limit for Fiscal Year 2014-2015 at \$47,934,191. Appropriations for Fiscal Year 2014-2015 are \$18,687,331 or \$29,246,868 below the limit.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In November of 1990, the voters approved Proposition 111, which modified Proposition 4 (the Gann expenditure limit initiative) which was vital to the State of California because major capital improvements could not be implemented without an increase in the State's expenditure limits. Under Proposition 111, more flexibility was provided in calculating the expenditure limit and appropriations for qualified capital outlay items would not be included in the limit.

The Gann limits places a ceiling on amount the City is able to spend in a given year given adjustments for population changes and inflation using the California Per Capita Income of the U.S. Consumer Price Index. In addition, if certain revenues or proceeds of taxes exceed the expenditure limit, then provisions would have to be made to refund these amounts.

FISCAL YEAR 2013-2014 GANN EXPENDITURE LIMIT AND MODIFICATIONS
UNDER PROPOSITION 111

July 21, 2014

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FY 13-14's appropriation limit was \$47,717,457 and is subject to an adjustment factor of 1.056 that takes into account growth in the City's population of .63%, and a cost of living adjustment (or a decrease of 0.23%). The annual appropriation limit for Fiscal Year 14-15 is equal to \$47,934,191. Appropriations for year 2014-2015 are \$18,687,331 or \$29,246,868 below the limit. (Please refer to Attachment B).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The State of California Proposition 111 modified Proposition 4 which requires the City to establish the appropriation limit for fiscal year 2013-2014.

*DOF Estimates that the City of Huntington Park Population grew from 58,661 to 59,033, reflecting an increase of .63%.

*DOF reported cost of living adjustment which is a decrease of 0.23%.

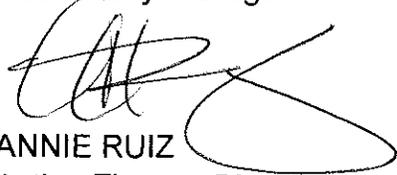
CONCLUSION

Approval of the Gann Expenditure Limit for Fiscal Year 2014-2015 will comply with the State requirements.

Respectfully submitted,



JULIO F. MORALES
Interim City Manager



ANNIE RUIZ
Acting Finance Director

ATTACHMENTS:

- A. Resolution
- B. Appropriations Limit Calculation

ATTACHMENT "A"

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF HUNTINGTON PARK, CALIFORNIA,
ESTABLISHING THE APPROPRIATION LIMIT PURSUANT TO
THE PROVISIONS OF THE CALIFORNIA CONSTITUTION ARTICLE XIII B
FOR THE FISCAL YEAR 2014-15

WHEREAS, on November 4, 1979, the people of the State of California enacted Proposition 4 known as the "Gann Initiative"; and

WHEREAS, Proposition 4 added Article XIII B to the California Constitution; and

WHEREAS, the City Council of the City of Huntington Park must establish a revised Gann limit for the 2014-15 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

and the City Council of the City of Huntington Park, California (the "City" shall establish the appropriation limit for the City for fiscal year 2013-2014 in accordance with the criteria as specified by applicable law.

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

SECTION 1. The City Council hereby establishes the appropriation limit for the City for fiscal year 2014-2015 to be \$47,934,191.

SECTION 2. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this _____ day of July, 2014.

Mayor of the City of Huntington Park

ATTEST:

City Clerk of the City of Huntington Park

ATTACHMENT "B"

**ATTACHMENT B
CITY OF HUNTINGTON PARK
APPROPRIATIONS LIMIT CALCULATION
FY 2014-2015**

APPROPRIATIONS SUBJECT TO THE GANN LIMIT*

| | | |
|--|-----------|-------------------|
| 1 Property Tax | \$ | 840,000 |
| 2 Sales and Use Tax | | 5,570,000 |
| 3 Utility Users Tax | | 5,500,000 |
| 4 Franchise Tax | | 600,000 |
| 5 Public Safety Augmentation | | 100,000 |
| 6 Occupany Tax | | 40,000 |
| 7 Property Transfer Tax | | 35,000 |
| 8 In-lieu Tax | | 4,755,000 |
| 9 Homeowners Property Tax Relief | | 5,000 |
| 10 Business Licenses | | 1,200,000 |
| 11 Apportioned Interest earnings | | 42,331 |
| Total Appropriations subject to the Limit | \$ | 18,687,331 |

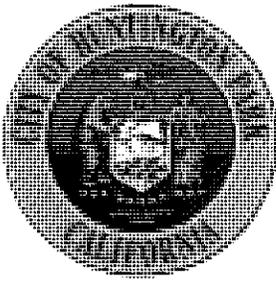
ADJUSTMENTS FOR APPROPRIATIONS NOT SUBJECT TO THE GANN LIMIT*

| | | |
|---|-----------|-------------------|
| Debt Service | | 0 |
| Total Adjusted Appropriations subject to the Limit | \$ | 18,687,331 |

APPROPRIATIONS LIMIT CALCULATION

| | | |
|--|-----------|------------------------|
| 2014-2015 Appropriations Limit: | \$ | 47,715,457 |
| Adjustment Factor | | 1.00458413 |
| 2014-2015 Appropriations Limit: | \$ | 47,934,190.86 |
| Over (under) the Limit | \$ | (29,246,859.86) |

* Source: FY 2013/14 Adopted Budget



CITY OF HUNTINGTON PARK

Human Resources Division
City Council Agenda Report

July 21, 2014

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

Dear Mayor and Members of the City Council:

DESIGNATE ANOTHER PERIOD FOR GRANTING TWO YEARS ADDITIONAL SERVICE CREDIT WITH CALPERS PURSUANT TO GOVERNMENT CODE 20903

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive the cost associated with implementing another designated period granting two years additional service credit to eligible job classifications in the City.
2. Approve such program and direct staff to prepare a Resolution and required certifications for adoption by the City Council on August 4, 2014, to implement this program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City continues to be impacted by the current economic downturn and faces severe financial challenges. As part of the City's efforts to reorganize and economize, it is proposed that eligible job classifications be given the opportunity to retire from City service by providing up to an additional two years of CalPERS service credit as outlined in Section 20903 of the California Government Code, to those miscellaneous members and sworn employees who are eligible to retire within a designated period (September 1 – December 31, 2014) in the 2014/15 Fiscal Year.

In order to implement the designated period for two years additional service credit, CalPERS requires that the approximate cost of implementing such program be reported at a public meeting at least two weeks prior to the adoption of the Resolution. Twenty-five employees in 14 job classifications are potentially eligible to retire if this program is approved by City Council (please refer to Exhibit I). The approximated cost to provide this benefit should all eligible employees choose to take part in the program is \$1,450,000. The total costs would be amortized over 20 years.

DESIGNATE ANOTHER PERIOD FOR GRANTING TWO YEARS ADDITIONAL SERVICE CREDIT OF CALPERS PURSUANT TO GOVERNMENT CODE SECTION 20903

July 21, 2014

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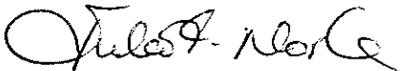
In addition to publicly disclosing the associated program costs, the City Council must adopt a Resolution and Certifications must be signed by the Mayor in order to implement the program.

FISCAL IMPACT/FINANCING

The average annual pension costs savings is estimated at \$169,813. As an offset, the City is estimating to realize approximately \$730,000 in salary step savings.

CONCLUSION

Respectfully submitted,



JULIO MORALES.
Interim City Manager

Attachment:

Exhibit 1 – Eligible Job Classification for Government Code Section 20903

Exhibit I

CITY OF HUNTINGTON PARK
Eligible Job Classifications for Section 20903

1. Administrative Assistant
2. Administrative Assistant – Finance
3. Administrative Assistant to the Chief of Police
4. Equipment Mechanic Supervisor
5. Executive Assistant
6. Finance Assistant I
7. Office Assistant II
8. Police Officer
9. Police Sergeant
10. Recreation Coordinator
11. Recreation Supervisor
12. Secretary
13. Senior Officer
14. Staff Analyst-Field Services/Public Works

| Costs and Benefits related to Implementation of Government Code Section 20903 | |
|--|-------------|
| Estimated cost for implementation | \$1,450,000 |
| Estimated salary step savings | 730,000 |
| Average annual pension cost savings | 169,813 |

Quantitative detail available upon request at the Office of the City Clerk



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

July 21, 2014

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

Dear Mayor and Members of the City Council:

SECOND READING OF AN ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 2 OF THE HUNTINGTON PARK MUNICIPAL CODE.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Second Reading and adopt an Ordinance amending Title 9, Chapter 4, Article 2 of the Huntington Park Municipal Code (HPMC) relating to the sales of alcoholic beverages.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City's alcoholic beverage sales regulations are found within Title 9, Chapter 4, Article 2 of the Huntington Park Municipal Code (HPMC). The regulations were adopted as part of the comprehensive Zoning Code update in September 2001.

Over time, staff has found that the definitions for grocery stores, convenience stores and liquor stores can be vague and subjective. Clear definitions for such businesses are necessary to accurately apply standards related to the off-sale of alcoholic beverages. Per the HPMC, "off-sale" means a commercial establishment selling alcoholic beverages, including beer or wine, for consumption off the premises. In the course of reviewing project proposals, staff has also found that there are inconsistencies in the HPMC standards related to the minimum distance requirements between off-sale establishments and certain sensitive receptors such as schools, parks, religious organizations and similar off-sale establishments.

The proposed ordinance amendment seeks to clarify the definitions for off-sale alcohol establishments, as well as rectify the minimum distance requirement inconsistencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 11, 2014, the Planning Commission considered a proposed zoning ordinance amendment to amend Title 9, Chapter 4, Article 2 of the HPMC. Following public testimony, the Planning Commission unanimously voted to recommend adoption of the proposed ordinance amendment to the City Council.

On July 7, 2014, the City Council conducted a public hearing and approved the First Reading of the proposed ordinance.

All related ordinances and resolutions have been reviewed by the City Attorney. Public notification of the proposed ordinance amendment was published and posted, as required by State law and in accordance with the provisions of the HPMC.

CONCLUSION

Upon City Council adoption, the proposed ordinance will become effective after 30 days.

Respectfully submitted,


JULIO MORALES
Interim City Manager


ALBERT G. FONTANEZ
Planning Manager

ATTACHMENTS

A: Proposed City Council Ordinance

ATTACHMENT "A"

ORDINANCE NO. 931-NS _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AMENDING ARTICLE 2 OF TITLE 9 CHAPTER 4 OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING THE SALES OF ALCOHOLIC BEVERAGES THROUGHOUT THE CITY OF HUNTINGTON PARK

WHEREAS, on June 11, 2014, following proper notice and public hearing, the City's Planning Commission adopted Resolution No. 2014-02 recommending to the City Council the adoption of an ordinance amending pertinent sections in Title 9, Chapter 4, Article 2 of the Huntington Park Municipal Code, regarding the sales of alcoholic beverages within the City; and

WHEREAS, the City Council has considered evidence presented by the Planning Commission, City Staff and the testimony and written correspondence of the public at a duly noticed public hearing.

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

SECTION 1. Section 9-4.203(2)(A) of the Huntington Park Municipal Code, is hereby amended to read as follows:

A. Establishments Serving Alcoholic Beverages. Due to the special impacts which result from the proliferation and over-concentration of businesses which sell alcoholic beverages, including but not limited to, promotion of deleterious health effects from excessive consumption, litter, loitering, drunk driving, interference with children on the way to and from schools and parks, discouragement of more desirable and beneficial businesses, encouragement of crime and the defacement of buildings, among other potentially blighting influences, the following provisions are to ensure that the occurrence of alcoholic beverage outlets does not adversely impact the public health, safety, comfort, convenience and general welfare of the City.

The following provisions shall apply to any commercial establishment where alcoholic beverages are to be sold or served, as applicable, and are in addition to the provisions set forth in

1 Chapter 2, Article 11 (Conditional Use Permits).

2 (1) Definitions. For the purposes of this section, unless otherwise apparent from the
3 context, certain words and phrases used in this Section are defined as follows:

4 "Alcoholic beverage" means alcohol, distilled spirits, liquor, wine, beer and every other liquid
5 or solid containing alcohol, distilled spirits, wine or beer, and which contains 0.5 percent or more of
6 alcohol by volume and which is fit for beverage purposes, either alone or when diluted, mixed or
7 combined with other substances.

8 "Banquet/conference hall" means an establishment that is rented primarily for special
9 temporary legal activities/occasions (e.g., business meetings, banquets or entertainment), and where
10 there are areas usable or temporarily convertible for dancing, dining, entertainment, meetings and
11 public audio/visual presentation, and where the on-sale or serving of general alcoholic beverages,
12 including beer or wine, if served at a function, is incidental and accessory to the primary hall functions.

13 "Bar/cocktail lounge/tavern" means an establishment used primarily for the on-sale of general
14 alcoholic beverages, including beer or wine, where food and/or entertainment are incidental to the sale
15 of alcohol.

16 "Bona fide public eating place" means a place which is regularly and in a bona fide manner
17 used and kept open for the serving of meals on the premises for compensation and which has suitable
18 kitchen facilities connected therewith containing conveniences for cooking an assortment of foods
19 which may be required for ordinary meals, the kitchen of which shall be kept in a sanitary condition
20 with the proper amount of refrigeration for keeping food on the premises and complying with all health
21 laws and regulations.

22 "Convenience store" means a store with less than 5,000 square feet of gross floor area primarily
23 engaged in the retail sale of a limited range of household products including, but not limited to, dry
24 goods, canned goods, dairy and other food products, and may include the off-sale of beer or wine.

25 "Gas station with mini-mart" means an establishment that sells gasoline for motor vehicles in
26 conjunction with a "Convenience store."

27 "Grocery store" means a store primarily engaged in the retail sale of a wide range of household
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1 products including, but not limited to, dry goods, canned goods, dairy products, fresh fruits and
2 vegetables, fresh and prepared meats, fish and poultry and where the off-sale of alcohol, including
3 beer or wine, by the establishment must be accessory to and incidental in proportion to the primary
4 use of grocery sales. Grocery store includes a market and supermarket as long as fresh produce and
5 meats are sold.

6 “Incidental sale or use” means sale or use that is a minority portion or nonrequired ancillary
7 aspect of a business either based on annual gross sales revenue or other factors (e.g., percentage of
8 floor area devoted, nature, purpose and intention of the primary permitted use).

9 “Liquor store” means a store primarily engaged in the off-sale of general alcohol, including
10 beer, wine and distilled spirits, and where other items (e.g., dry goods and food products) may also be
11 sold.

12 “Meal” means the usual assortment of foods commonly ordered at various hours of the day;
13 the service of food and victuals, (e.g., sandwiches and/or salads only), shall not be deemed in
14 compliance with this requirement.

15 “Nightclub/discotheque” means an establishment used primarily for dancing and entertainment
16 purposes, where there is a 200 square foot minimum dance area and where the on-sale of general
17 alcoholic beverages, including beer or wine, is conducted.

18 “Off-sale” means a commercial establishment selling alcoholic beverages, including beer or
19 wine, for consumption off the premises.

20 “On-sale” means a commercial establishment serving alcoholic beverages, including beer or
21 wine, for consumption on the premises.

22 “Premises” means property, land, buildings, or separate leasable space, or any combination
23 thereof, as determined by the Director.

24 (2) Prohibited Establishments.

25 a. All alcohol sale establishments shall be expressly prohibited in the R-L Low-Density
26 Residential Zone, the R-H Medium-Density Residential Zone, the R-H High-Density Residential Zone
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1 and the C-N Commercial-Neighborhood Zone.

2 b. Gas Stations with mini-marts shall be expressly prohibited from the general off-sale of
3 alcoholic beverages other than beer or wine.

4 (3) Off-Sale Conditional Use Permits. In addition to those findings set forth in Chapter 2
5 Article 11 (Conditional Use Permits), the Commission may approve an application for an off-sale
6 Conditional Use Permit only if it finds that applicant has met its burden of proof by clear and
7 convincing evidence that the application complies with all of the following provisions:

8 a. Grocery Store. Bona fide grocery stores may be located in compliance with Table IV-
9 5 (Allowed Land Uses), provided a Conditional Use Permit has been obtained according to the
10 procedures and requirements of Chapter 2, Article 11 (Conditional Use Permits).

11 b. Convenience Store.

12 1) Convenience stores may be located in compliance with Table IV-5 (Allowed Land
13 Uses), provided a Conditional Use Permit has been obtained in compliance with Chapter 2, Article 11
14 (Conditional Use Permits).

15 2) Convenience stores shall be at least 1,000 feet from any other convenience store, at
16 least 300 feet from any school, park, religious organization or nightclub/discotheque, and at least 100
17 feet from any property located in the RL, RM, RH, or CN zoning districts as measured from one
18 property line to the other.

19 c. Gas Station with Mini-Mart.

20 1) Gas stations with mini-marts may be located in compliance with Table IV-5 (Allowed
21 Land Uses), provided a Conditional Use Permit has been obtained in compliance with Chapter 2,
22 Article 11 (Conditional Use Permits).

23 2) The premises, including parking lots or parking areas, shall be at least 300 feet from
24 any school, park, religious organization, other gas stations with mini-marts selling alcoholic
25 beverages,.

26 3) The expansion of existing gas stations with mini-marts shall be exempt from minimum
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1 distance requirements.

2 d. Liquor Store.

3 1) Liquor stores may be located in compliance with Figure IV-5 (Allowed Land Uses),
4 provided a Conditional Use Permit has been obtained in compliance with Chapter 2, Article 11
5 (Conditional Use Permits).

6 2) The premises, including parking lots or parking areas, shall be at least 300 feet from
7 the property line of any school, park, religious organization, nightclub/discotheque or other liquor
8 store, and at least 100 feet from the nearest point of any property located in the RL, RM, RH, or CN
9 zoning districts.

10 3) The total number of liquor stores allowed within the City at any one time shall be
11 limited to one for each 3,000, or fraction thereof, inhabitants of the City. The total population of the
12 City shall be determined by the most current published total available from the U.S. Census Bureau
13 or the California State Department of Finance, whichever has been more recently updated.

14 (4) On-Sale Conditional Use Permits:

15 a. Banquet/Conference Hall.

16 1) Banquet halls may be located in compliance with Table IV-5 (Allowed Land Uses),
17 provided a Conditional Use Permit has been obtained in compliance with Chapter 2, Article 11
18 (Conditional Use Permits).

19 2) The premises, including parking lots or parking areas, shall be at least 200 feet from
20 any school, park, religious organization, other banquet halls and the nearest point of any property
21 located in the RL, RM, RH or CN zoning districts.

22 b. Bar/Cocktail Lounge/Tavern.

23 1) Bars/cocktail-lounges/taverns may be located in compliance with Table IV-5 (Allowed
24 Land Uses), provided a Conditional Use Permit has been obtained in compliance with Chapter 2,
25 Article 11 (Conditional Use Permits).

26 2) The premises, including parking lots or parking areas, shall be at least 300 feet from
27 any school, park, religious organization, other bar/cocktail lounge/tavern and the nearest point of any
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1 property located in the RL, RM, RH, or CN zoning districts.

2 c. Bona Fide Public Eating Place. Bona fide public eating places may be located in
3 compliance with Table IV-5 (Allowed Land Uses), provided a Conditional Use Permit has been
4 obtained in compliance with Chapter 2, Article 11 (Conditional Use Permits).

5 d. Nightclub/Discotheque.

6 1) Nightclubs/discotheques may be located in compliance with Figure IV-5 (Allowed
7 Land Uses), provided a Conditional Use Permit has been obtained according to the procedures and
8 requirements of Chapter 2, Article 11 (Conditional Use Permits).

9 2) The premises, including parking lots or parking areas, shall be at least 300 feet from
10 any school, park, religious organization, convenience store, liquor store and at least 200 feet from the
11 nearest point of any property located in the RL, RM, RH or CN zoning districts.

12 (5) Huntington Park Downtown Specific Plan (DTSP) Zone Exceptions. Within District A
13 (Gateway) and District B (Festival) of the DTSP zoning district, there shall be no minimum distance
14 requirements, between uses or other zones for the following uses: bona fide eating establishments,
15 nightclubs/discotheques or banquet/conference halls; except as deemed necessary by the Commission
16 in the granting of a Conditional Use Permit or by the Council in the event of an appeal.

17 (6) Standard Control Measures. In addition to those conditions that the Commission or
18 Council may otherwise impose as part of a Conditional Use Permit, all establishments that sell or serve
19 alcoholic beverages shall be subject to the following conditions:

20 a. Establishments shall have notices posted on the premises to warn of deleterious effects
21 of alcohol use or abuse. The notice standards shall be as follows:

22 1) All signs shall state, in both English and Spanish, the following: "NOTICE:
23 ALCOHOL CONSUMPTION MAY BE HARMFUL TO HEALTH.";

24 2) All signs shall be in clear view to any patrons or customers, as follows: signs shall be
25 located within forty (40) feet of any seating area with a minimum of two (2) square feet of sign area,
26 or located within twenty (20) feet of any seating area with a minimum of one square foot of sign area,
27 and located within ten (10) feet of any point of purchase/pickup/service with a minimum of one square
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1 foot of sign area;

2 3) Letters shall be a minimum of two (2) inches in height for signs two (2) square feet or
3 larger and a minimum of one inch in height for signs less than two (2) square feet. Colors used shall
4 promote easy visibility. All lettering shall be neatly, clearly and professionally printed and formatted;

5 b. A masonry wall shall be constructed around the parking area of any establishment at a
6 height of not less than five (5) feet nor more than six (6) feet on the lot line abutting any residential
7 zone or residential dwelling. The masonry wall shall be constructed and maintained in a manner to
8 separate, buffer and protect the adjoining property from the establishment.

9 c. The exterior walls of any establishment shall be soundproofed sufficiently so that noise
10 from the establishment shall not annoy or disturb surrounding residents or businesses adjacent to the
11 premises. The Commission is hereby authorized to establish more specific noise standards in the event
12 it determines that precise standards are necessary in the public interest and to avoid the creation of
13 public or private nuisance.

14 d. Interior lighting of any establishment shall be provided so as to produce a minimum
15 uniform intensity of three (3) foot-candle power at a height of thirty-six (36) inches above the floor.

16 e. Public telephones that permit incoming calls shall not be located on the premises of
17 any establishment.

18 f. Electronic games, including video games, shall not be located on the premises of any
19 off-sale establishment, except bona fide grocery stores with a minimum gross floor area of 10,000
20 square feet.

21 g. Exterior lighting of the parking area shall be installed to provide adequate lighting for
22 patrons while not disturbing surrounding residential or commercial areas.

23 h. Litter and trash receptacles shall be located at convenient locations both inside and
24 outside any establishment, and trash and debris shall be removed on a daily basis.

25 i. All graffiti shall be removed from the premises of any establishment within twenty-
26 four (24) hours of its discovery.

27 j. For Conditional Use Permit applications which are approved for any establishment
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1 based in part upon the fact that alcohol sales in the premises are incidental to the sale of other products,
2 the owner or operator of the establishment shall, upon request of the Director, provide satisfactory
3 evidence that the sale of alcohol has remained incidental to the sale of other products. The Director
4 may request evidence at any time, but not more than once in a one-year period.

5 k. Within thirty (30) days of approval of the Conditional Use Permit or upon a transfer of
6 ownership of an existing establishment with an existing valid Conditional Use Permit, the applicant
7 shall certify their acceptance of the conditions placed on the approval by signing a statement that they
8 accept and shall be bound by all of the conditions.

9 l. Violation of, or noncompliance with, any of the conditions imposed in the granting of
10 a Conditional Use Permit shall constitute grounds for revocation of the Conditional Use Permit for
11 any establishment.

12 m. Expansion or enlargement of any establishment involving the sale or serving of
13 alcoholic beverages shall be subject to the Conditional Use Permit approval process as a new
14 application according to the procedures and requirements of Chapter 2, Article 11. (Conditional Use
15 Permits).

16 n. Should any structure associated with alcohol sales or serving establishments be
17 destroyed by any means to an extent of more than fifty (50) percent of its replacement cost immediately
18 prior to destruction, the establishment shall not be reconstructed except in compliance with the
19 provisions of Chapter 3, Article 6 (Nonconforming Structures and Uses).

20 o. Alcoholic beverage stock or sales display areas shall be located within the
21 establishment at the furthest point of travel from the store entrance, unless the display is located behind
22 a staff controlled counter/cash register area.

23 p. Minimum off-sale container and package sale requirements for all establishments shall
24 be as follows:

25 1) The sale of beer, malt liquor, stout, ale or similar alcoholic beverages shall not be
26 permitted in single containers smaller than five (5) gallons except in packages containing six (6) or
27

1 more individual cans or bottles of at least ten (10) ounces each;

2 2) The sale of wine, wine coolers, mixed spirits or other similar alcoholic beverages shall
3 not be permitted in containers of less than 750 milliliters except in packages specifically designed and
4 manufactured for multiple container sales and which packages shall in no case contain less than 4
5 individual bottles or cans of at least ten (10) ounces each;

6 3) The sale of wine or beer which exceeds fourteen (14) percent alcohol content by volume
7 shall be expressly prohibited; and

8 4) The sale of alcoholic beverages containing more than thirty-five (35) percent of alcohol
9 by volume including, but not limited to, gin, vodka, whiskey, and other similar distilled spirits, shall
10 not be permitted in containers of less than sixteen (16) ounces.

11 q. Video recordings shall be made of all alcohol sales transactions occurring at off-sale
12 establishments, except bona fide grocery stores, and retained for not less than thirty (30) days.

13 r. Any temporary window signs or other advertisements that relate to alcoholic beverage
14 sales that are within four (4) feet of the interior of a window or entrance and/or are visible from the
15 exterior shall be in compliance with the following criteria:

16 1) There shall not be more than three (3) poster-type signs and three (3) neon-gas/lighted
17 signs;

18 2) Window coverage/display area shall not exceed twenty-five (25) percent;

19 3) Signs shall not exceed twenty-five (25) percent of the total permitted sign area on the
20 premises;

21 4) Each individual sign/display shall not exceed six (6) square feet in size.

22 s. The Commission may impose additional conditions upon any establishment as may be
23 reasonable to avoid the creation of a public or private nuisance or the annoying or disturbing of
24 surrounding residents or business in compliance with procedures and requirements of Chapter 2,
25 Article 11 (Conditional Use Permits).

26 (7) Optional Control Measures. In addition to standard control measure requirements or
27 those that the Commission may otherwise impose, all off-sale and on-sale establishments may be
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1 subject to any of the conditions included within the standard conditions of the Alcoholic Beverage
2 Control Board.

3 (8) Conditional Use Permit Administration and Nonconforming Abatement.

4 a. Revocation. In addition to the conditions justifying revocation under Chapter 2, Article
5 11 (Conditional Use Permits), any off-sale or on-sale Conditional Use Permit may be revoked upon
6 violation of any law, upon violation of any conditions of approval, upon the revocation of the alcoholic
7 license by the Department of Alcoholic Beverage Control, or upon two (2) suspensions of the alcoholic
8 license by the Department of Alcoholic Beverage Control in any twelve (12) month period.

9 b. Nonconforming Abatement. In addition to the provisions of Chapter 3 Article 6
10 (Nonconforming Structures and Uses), all nonconforming off-sale and on-sale establishments shall be
11 required to conform with this Section in compliance with the following:

12 1) Mailed notice shall be given to the owners of all nonconforming establishments within
13 two (2) years of the date of approval of this Section;

14 2) Compliance with all applicable codes shall be completed within two (2) years of the
15 date of the mailed notice.

16 3) There shall be no revocation or denial of a Conditional Use Permit of any existing legal
17 nonconforming establishment based upon the inability of any legal nonconforming establishment to
18 meet the minimum distance requirements nor due to its location in a zoning district where these uses
19 are not currently allowed.

20 **SECTION 2.** Section 9-4.203(2)(F) of the Huntington Park Municipal Code, is hereby
21 amended to read as follows:

22 F. Convenience Stores. The retail sales of groceries, staples, sundry items and/or alcoholic
23 beverages within structures of less than 5,000 square feet of gross floor area are subject to the approval
24 of a Development Permit and shall be developed/operated in the following manner:

25 (1) The minimum site area for a new convenience store shall be 10,000 square feet;

26 (2) The site shall have direct frontage along a major or secondary street;

27 (3) One access drive may be permitted for each street frontage. The design and location of
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1 the access drive(s) shall be subject to the approval of the Director;

2 (4) No convenience store shall be located less than 1,000 feet from an existing or
3 previously approved convenience store, or any school, as measured from one property line to another;

4 (5) All on-site lighting shall be energy efficient, stationary, and directed away from
5 adjoining properties and public rights-of-way;

6 (6) All landscaping shall be installed and permanently maintained in compliance with
7 Chapter 3, Article 8 (Landscaping Standards);

8 (7) All on-site signs shall be in compliance with Chapter 3 Article 12 (Sign Standards);

9 (8) All on-site parking shall be in compliance with Chapter 3, Article 8 (Off-Street Parking
10 Standards). A specific parking plan shall be developed as part of the permit review process;

11 (9) The premises shall be kept in a neat, clean and orderly condition at all times;

12 (10) Every parcel with a structure shall have trash receptacle(s) on the premises in
13 compliance with Section 9-3.103;

14 (11) If on-site dispensing of automotive fuels is provided, the design, location, and operation
15 of these facilities shall be consistent with the provisions of Subsection 9-4.203.N (Service Station
16 Standards). Additionally, the cashier location shall provide direct visual access to the pump islands
17 and the vehicles parked adjacent to the islands;

18 (12) Each convenience store shall provide a minimum of one public, disabled-accessible
19 restroom located within the store;

20 (13) Public pay telephones provided on-site shall not be set up for incoming calls. Public
21 telephones shall be featured with "call out" service only;

22 (14) Up to four (4) video games may be installed and operated on the premises;

23 (15) The design of the convenience store and its construction materials shall be in
24 compliance with the design guidelines contained in the General Plan; and

25 (16) A convenience store adjacent to any residential zoning district/use shall have a six (6)
26 foot-high decorative masonry wall along all property lines adjacent to the district(s). The design of the
27 wall and its construction materials shall be subject to the approval of the Director.

SECTION 3. Table IV-7 within Section 9-4.203 of the Huntington Park Municipal Code, is hereby amended to read as follows:

Table IV-7
ALCOHOL SALES ESTABLISHMENT STANDARDS

| | District A (Gateway) | District B (Festival) | C-P | C-N | C-G | R-L | R-M | R-H | MPD | Minimum Distance Requirements |
|---|-------------------------|--------------------------|-----|-----|-----|-----|-----|-----|-----|---|
| OFF-SALE ¹ | | | | | | | | | | |
| Grocery Store | x | x | x | x | x | | | | x | |
| Convenience Store | x | x | x | | x | | | | x | 1,000' from other convenience stores; 300' from school, park, religious organization, discotheque/nightclub; 100' from R-L, R-M, R-H, C-N |
| Gas Station with Mini Mart ³ | | | x | x | x | | | | x | 300' from school, park, religious organization, gas station with mini mart |
| Liquor Store | x | x | x | | x | | | | x | 300' from school, park, religious organization, discotheque/nightclub, liquor store; 100' from R-L, R-M, R-H, C-N |
| ON-SALE ¹ | | | | | | | | | | |
| Banquet/Conference Hall | x ² | x ² | x | | x | | | | x | 200' from school, park, religious organization, banquet/conference hall; 200' from R-L, R-M, R-H, C-N |
| Bar/Cocktail Lounge/Tavern | x | x | x | | x | | | | x | 300' from school, park, religious organization, bar/cocktail lounge/tavern; 300' from R-L, R-M, R-H, C-N |
| Restaurant | x | x | x | x | x | | | | x | |
| Nightclub/Discotheque | x ² | x ² | x | | x | | | | x | 300' from school, park, religious organization, convenience store, liquor store; 200' from R-L, R-M, R-H, C-N |

x = Zone where use is allowed.

Notes:

1. All alcohol sales establishments require a Conditional Use Permit in all allowable zones.
2. Nightclub/discotheque, and banquet/conference hall facilities shall be exempt from minimum distance requirements in the District A (Gateway) and District B (Festival) of the DTSP.
3. Expansion of existing gas stations with mini-marts shall be exempt from minimum distance requirements.

SECTION 4. Section 9-4.202 and Table IV-5 of the Huntington Park Municipal Code, are hereby amended to read as follows:

9-4.202 Allowed uses.

Any use designated as “Permitted” by the following list shall comply with the provisions of this Code. Any permitted use which will occupy an existing structure (with no structural alteration/enlargement) shall comply with the operational standards contained in this Article as well as Chapter 3 (General Regulations). Additionally, any permitted use which will occupy an existing structure that is to be altered, enlarged, or requires construction of a new structure(s) shall require the approval of a Development Permit in compliance with Chapter 2, Article 10.

The following list of Allowed Land Uses, Table IV-5, establishes the primary land uses in the C-P, C-N and C-G zoning district which are Permitted (P) or subject to a Development Permit (D) or a Conditional Use Permit (C). In accordance with Section 9-1.106, uses that are not listed shall be expressly prohibited, unless the Director determines the use to be similar in nature and class to other uses listed.

**Table IV-5
ALLOWED LAND USES**

| Land Use Activity | | C-P | C-N | C-G |
|---|---|-----|-----|-----|
| Administrative and Professional Offices: | | | | |
| 1. | Administrative, Business, Service, and Public Utilities | P | P | P |
| 2. | Accounting, Consulting, Counseling, Design, and Legal | P | P | P |
| 3. | Headquarters (Business, Corporate, and Government) | P | P | P |
| 4. | Medical/Dental Uses | P | P | P |
| General Commercial Uses: | | | | |
| 1. | Auditoriums/Concert/Convention Halls | - | - | C |
| 2. | Alcoholic Beverage Sales/Serving Establishments [see regulations in Section 9-4.203(2)(A) and Table IV-7] | | | |
| 3. | Amusement/Video Arcades | - | - | C |
| 4. | Antique Shops | - | P | P |
| 5. | Apparel/Shoe Stores | - | P | P |
| 6. | Appliance Stores | - | P | P |

| | Land Use Activity | C-P | C-N | C-G |
|----|--|-----|-----|-----|
| 1 | 7. Art/Photography Shops, Studios, Galleries | P | P | P |
| 2 | 8. Auction Sales | - | - | D |
| 3 | 9. Automobile, Motorcycle, and Truck Dealerships | - | - | C |
| 4 | 10. Automobile Parts Supply | - | - | C |
| 5 | 11. Automobile Rental Agencies | - | - | D |
| 6 | 12. Automobile Repair Specialty Shops | - | - | C |
| 7 | 13. Automobile Service Centers | - | - | C |
| 8 | 14. Bakeries (retail only) | - | P | P |
| 9 | 15. Banks/Financial Offices | P | P | P |
| 10 | 16. Banquet Halls, Lodges, and Conference Halls | - | - | C |
| 11 | 17. Barber/Beauty/Nail Shops | P | P | P |
| 12 | 18. Bars, Cocktail Lounges, Taverns | - | - | C |
| 13 | 19. Bicycle Shops (sales/service, non-motorized) | - | P | P |
| 14 | 20. Billiard/Pool Centers | - | - | C |
| 15 | 21. Book Stores (new/used) | - | P | P |
| 16 | 22. Book Stores/Adult Business [see regulations in Section 5-20] | - | - | P |
| 17 | 23. Bowling Alley | - | - | C |
| 18 | 24. Camera Film Drop Off/Express Developing | P | P | P |
| 19 | 25. Camera Shop (new/used) | - | P | P |
| 20 | 26. Candy, Confectionery/Ice Cream Stores | - | P | P |
| 21 | 27. Car Washes | - | - | C |
| 22 | 28. Catering Establishments | - | - | P |
| 23 | 29. Check Cashing | - | C | C |
| 24 | 30. Churches | C | C | C |
| 25 | 31. Communication Equipment Buildings | P | P | P |
| 26 | 32. Commuter Bus Stations | - | - | C |
| 27 | 33. Convenience Stores, Mini-Marts | - | D | D |
| 28 | 34. Cultural/Community Facilities | P | P | P |
| | 35. Currency Exchanges | - | - | C |
| | 36. Dance Hall/Club | - | - | C |
| | 37. Dance School/Studios | - | C | P |
| | 38. Day Care Center | C | C | C |
| | 39. Delicatessens, Sandwich Shops, Donut Shop, Coffee Houses, Juice Bars | C | P | P |
| | under 2,000 square feet | | | |
| | over 2,000 square feet | - | C | C |
| | 40. Department Stores | - | P | P |
| | 41. Discount/Club Membership Stores | - | - | P |
| | 42. Drug Stores | - | P | P |
| | 43. Dry Cleaning/Dyeing (retail only) | - | P | P |
| | 44. Electronic/Computer Stores | - | P | P |
| | 45. Escort Bureau/Introductory Service | C | - | C |

| Land Use Activity | | C-P | C-N | C-G |
|-------------------|--|-----|-----|-----|
| 46. | Figure Model Studio (non-nude) | - | - | C |
| 47. | Floor Covering/Draper Store | - | - | P |
| 48. | Florist Shops | P | P | P |
| 49. | Furniture Stores | - | - | P |
| 50. | Gift/Stationary Stores | - | P | P |
| 51. | Glass Shop (sales/service) | - | - | P |
| 52. | Grocery Stores (including supermarkets) | - | P | P |
| 53. | Gun Shops | - | - | C |
| 54. | Hardware Stores (up to 10,000 square feet) | - | P | P |
| 55. | Health/Athletic Clubs (excluding massage parlors) | P | P | P |
| 56. | Hobby Shops | - | P | P |
| 57. | Home Improvement Centers (over 10,000 square feet) | - | - | C |
| 58. | Hospitals | C | C | C |
| 59. | Hotels/Motels | - | - | C |
| 60. | Ice Cream Parlors | - | P | P |
| 61. | Interior Decorating Shop | - | P | P |
| 62. | Jewelry Sales/Repair Stores | - | P | P |
| 63. | Laboratories (including film, medical, and dental) | - | P | P |
| 64. | Laundromat (retail only) | - | P | P |
| 65. | Lighting Fixture Stores | - | - | P |
| 66. | Locksmith Shops | - | P | C |
| 67. | Marine Sales/Service | - | - | P |
| 68. | Massage Parlors (acupressure) | - | - | - |
| 69. | Mini-Malls | - | D | D |
| 70. | Money Advance | - | C | C |
| 71. | Money Transfer | - | C | C |
| 72. | Mortuaries | - | C | P |
| 73. | Multiple Tenant Merchandise Mart | - | - | C |
| 74. | Museums | P | P | P |
| 75. | Music Stores | - | P | P |
| 76. | Newspaper/Magazine Stores | - | P | P |
| 77. | Nightclubs (with entertainment/dancing) | - | - | C |
| 78. | Nurseries/Garden Supply Store | - | P | P |
| 79. | Office Supplies/Equipment (retail only) | P | - | P |
| 80. | Optical Shop | P | P | P |
| 81. | Paint/Wallpaper Stores (retail only) | - | P | P |
| 82. | Parcel Shipping/Copy/Fax Centers | P | P | P |
| 83. | Parking Structures | C | C | C |
| 84. | Pawn Shop/Brokers | - | - | C |
| 85. | Pet Shops | - | P | P |
| 86. | Plumbing Fixture Stores | - | P | P |

| Land Use Activity | | C-P | C-N | C-G |
|--------------------|--|-----|-----|-----|
| 87. | Pool Supply (retail only) | - | P | P |
| 88. | Post Office Substation | P | P | P |
| 89. | Printing/Blueprinting Shops | P | P | P |
| 90. | Private Schools | C | C | C |
| 91. | Publicly Accessible Telephones ¹ | P | P | P |
| 92. | Radio/Television Broadcasting Studios (no transmitting) | P | - | C |
| 93. | Recording Studios | P | C | P |
| 94. | Recycling Facilities | - | C | C |
| 95. | Restaurants (less than 4,000 square feet, excluding drive-thrus) | - | D | D |
| 96. | Restaurants (greater than 4,000 square feet, excluding drive-thrus) | - | C | C |
| 97. | Restaurants with drive-thru facilities | - | - | C |
| 98. | Restaurants (where outdoor eating facilities are larger than 400 square feet) | - | C | C |
| 99. | Saving and Loans | P | P | P |
| 100. | Secondhand Stores | - | - | P |
| 101. | Service Stations (including gas stations) | - | C | C |
| 102. | Shoe Repair | - | P | P |
| 103. | Shuttle Stations | - | - | C |
| 104. | Sign/Lettering Shops with retail sales area | P | P | P2 |
| 105. | Skating Rinks | - | C | C |
| 106. | Sporting Goods Stores | - | P | P |
| 107. | Stamp/Coin Shops | P | P | P |
| 108. | Tailor Shops | P | P | P |
| 109. | Tattoo or Body Piercing Parlor | - | - | C |
| 110. | Tennis Court, Commercial | D | D | D |
| 111. | Theaters, Movie (excluding drive-ins) | - | - | C |
| 112. | Ticket Sales | P | P | P |
| 113. | Tobacco/Smoke Shops [see regulations in Section 4-19.03] | - | P | P |
| 114. | Toy Stores | - | P | P |
| 115. | Trade Schools/Private Schools | C | C | C |
| 116. | Travel Agencies | P | P | P |
| 117. | Variety Stores | - | P | P |
| 118. | Vending Machines (outside, accessory use only) | C | C | C |
| 119. | Veterinary Offices/Animal Hospitals | C | C | C |
| 120. | Video Machines (up to 5) | P | P | P |
| 121. | Video Stores (up to a maximum net display area of 25% of total video displays devoted to adult videos) | - | P | P |
| 122. | Wedding Chapels | C | C | C |
| Other Uses: | | | | |
| 1. | Antennae (accessory only) | C | C | C |
| 2. | Condominiums | - | - | - |

| Land Use Activity | | C-P | C-N | C-G |
|-------------------|--|-----|-----|-----|
| 3. | Convalescent Homes | C | C | C |
| 4. | Drive-Thru Establishments (accessory only) | - | - | C |
| 5. | Emergency Shelters | - | - | C |
| 6. | Residential Developments (20 du/acre) ² | D | D | - |
| 7. | Outdoor Storage (accessory only) | - | C | C |
| 8. | Wireless Communications Facilities | C | C | C |
| 9. | Senior Citizen Housing (only in Senior Citizen Housing Overlay District) | - | - | - |
| 10. | Single Room Occupancy | - | - | - |

¹ Public telephones shall not be allowed in the DTSP zoning district unless located completely within an enclosed leasable building space and more than ten (10) feet from any pedestrian opening into a building unless with a valid Publicly Accessible Telephone Permit, see Chapter 36 of Title 5 of the Municipal Code.

² Exceptions for mixed use if within 0.5 miles of a Transit Center, or 0.25 miles of a Transit Node or a Transit Corridor, as defined by the Metropolitan Transportation Authority Congestion Management Plan, or if other transit improvement measures are provided as determined by the review authority.

SECTION 5. Adoption and implementation of this ordinance is exempt from the provisions of the California Environmental Quality Act (hereinafter “CEQA”) pursuant to Section 15183 of the State CEQA Guidelines (California Public Resources Code Sections 21000 et seq.).

SECTION 6. Any provisions of the Huntington Park Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to the extent necessary to affect the provisions of the ordinance.

SECTION 7. Should any provisions of this ordinance be determined to be invalid or unconstitutional, all other provisions shall remain in full force and effect as approved.

SECTION 8. This ordinance shall become effective 30 days after its adoption.

SECTION 9. The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the same to be published in the manner prescribed by law.

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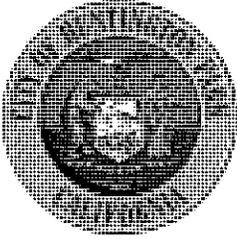
PASSED, APPROVED AND ADOPTED this 21st day of **July, 2014.**

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Rosa E. Perez, Mayor

ATTEST:

Yesenia Gomez, Acting Jr. Deputy City Clerk



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

July 21, 2014

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

Dear Mayor and Members of the City Council:

APPROVE CONTINUATION OF FISCAL YEAR 14-15 GENERAL FUND BUDGET THROUGH OCTOBER 20, 2014

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Fiscal Year 14-15 General Fund Budget

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Last fiscal year the City passed a \$26.7 million Continuation Budget for its General Fund, which had a \$3 million structural deficit. This budget was adopted with the expectation that the City would resolve a number of issues by the end of the fiscal year, most important of which was the resolution of the \$2.5 million pension tax dispute with the State Department of Finance (DOF), hence the term "Continuation Budget". The City continues to work toward a legislative solution in this matter; however, the outcome of these efforts will not be known until the end of the legislative period in late August. Moreover, the City will soon commence offering a two-year retirement incentive (i.e., Golden Handshake) and we expect that this program will help to reduce the workforce and employee costs. The collective outcome of these two critical factors should eliminate the City's structural deficit, enable us to rebuild critically needed reserves, and position the City on the path of longer-term financial sustainability.

During the July 7 Council Meeting, staff presented expected financial results once the FY 13-14 year is closed as well as a preliminary budget discussion for the proposed FY 14-15.

We recommend that the City Council approve the FY 14-15 budget, although there is a **\$3.0 million** structural deficit. We expect that certain outcomes should be known in the next three to six months. If there is not a positive resolution to the pension tax issue,

then the City will need to make staff reductions beginning in January 2015 (i.e., MOU with GEA expires on January 15, 2015).

FY 13-14 FINANCIAL RESULTS

Revenues

Based on YTD revenue comparisons through June, the City expects to realize our budgeted revenue goal of \$24.0 million for FY 13-14. As of June 30, 2014, revenues received total \$23.7 million, \$200,000 ahead of revenues for the same reporting for FY 12-13. The financial results reflect strong performance in property and transfer tax, franchise and utility users' taxes. Revenue enhancements also include \$1.0 million in one-time revenues.

Expenses

The City was able to maintain strong expenditure controls thanks to the diligence of all city departments. The City also benefited from a reduction in expenditures as a result of two (2) motorcycle police positions which remained unfilled during the fiscal year. We expect to close the FY 13-14 year with total expenditures of \$26.0 million and a budget shortfall of (\$2.0) million.

FY 14-15 BUDGET

We are proposing a budget that projects general fund revenues of \$24.0 million and appropriations/expenditures of \$27.3 million. This budget reflects \$909,000 in adjustments to the prior year's budget, adding to the existing \$2.4 million shortfall. As such, *with the required expenditure adjustments as enumerated in the table below, the total budget deficit for FY 14-15 is (\$3.31) million.*

| FY 14-15 | | |
|-----------------------------------|--|-------------------|
| Budget Adjustments | | \$amount |
| 1. | OPEB (Retiree Medical) | \$150,000 |
| 2. | Medical Insurance | 42,000 |
| 3. | Pension Obligation & Bond Debt Service | 60,000 |
| 4. | IT Network Improvements & Maintenance | 75,000 |
| 5. | Special Event | 40,000 |
| 6. | CalPERS | 240,000 |
| 7. | Professional Recruitments | 120,000 |
| 8. | Salary Adjustment | 182,000 |
| Total Required Adjustments | | \$ 909,000 |

APPROVE CONTINUATION FY 14-15 GENERAL FUND BUDGET THROUGH
OCTOBER 2014

July 21, 2014

Page 3 of 3

Please note that the FY 14-15 expenditure budget reflects a \$300,000 benefit realized as a result of negotiating a new street-sweeping contract and the corresponding expenditures.

FISCAL IMPACT/FINANCING

Despite the upward economic trends and the City's improving revenue outlook, the City's budget is structurally out of balance; we continue to spend more than the revenues we bring in suggesting that larger and more permanent decisions must be made with regard to lowering the City's expenditure baseline.

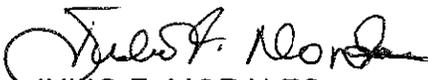
It is critical that the City be able to resolve this ahead of any further rating agency action. The ongoing drawdown of financial reserves and inaction around expenditure cuts will result in further negative action and will likely lead to other unintended consequences. None of these outcomes will be helpful to the City and will likely exacerbate already challenging circumstances.

Even with favorable resolution of the pension tax dispute, there is still a budget deficit of (\$1.0) million, requiring immediate resolution likely through employee reductions. It will be incumbent upon the City to resolve structural budget issues by making permanent staff reductions.

CONCLUSION

Staff requests Council's approval of the continuation budget for FY 14-15 through October 20, 2014.

Respectfully submitted,



JULIO F. MORALES
Interim City Manager



ANNIE RUIZ
Acting Director of Finance



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

July 21, 2014

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

Dear Mayor and Members of the City Council:

APPROVAL OF RESOLUTION AND ANNUAL REPORT FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR ENDING JUNE 30, 2014

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the resolution adopting the annual budget for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year Ending June 30, 2015

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2004, the City voters passed Measure L, which replaced the former Lighting and Landscaping Maintenance District with a parcel tax designed to upgrade the City's aging street lights, pay for operating costs (electricity), and to provide tree and landscape maintenance throughout the City.

The Measure L assessment levy schedule places each property owner into one of 40 categories, each of which has a different annual fee charge (see attached fee schedule). The Measure L assessment levy is collected on the annual property tax bill. In accordance with Ordinance 750-NS, the annual fee schedule is subject to a 3.0% annual inflation increase. The authorizing Ordinance requires the annual levy and annual operating expense budget be approved by the City Council each fiscal year.

FISCAL IMPACT/FINANCING

FY 13-14

We began the year with a small positive fund balance of \$18,000 after eliminating the accumulated structural deficit with transfers from the general fund. Based on YTD revenue comparisons through June 30, the revenue goal of \$1.513 million is exceeded by \$8,300.

APPROVAL OF RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR ENDING JUNE 30, 2014

Page 2 of 2

The FY 13-14 expense budget totaled \$1.45 million and with 85% of budgets expended as of June 30, we expect to close the year pretty close the appropriated amount of \$1.45 million. Based on this projection, the City should add approximately \$74,000 to fund balance, an important step in restoring financial stability and flexibility. Positive fund balance enables the City to manage expenditures within the confines of the Landscape & Lighting Fund without being subsidized by the City's general fund. Further, while property tax delinquencies within the Landscape & Lighting District are within the norm (2.8% and 4.8% for the 1st and 2nd installments of FY 13-14, respectively), additional financial flexibility afforded by positive fund balance is another important consideration.

FY 14-15

For FY 14-15, Wildan Financial Services who provides our assessment district administration services has provided a preliminary revenue estimate for the annual assessment levy of \$1,559,878. This amount is slightly greater than the amount levied for FY 13-14 but less than the revenues collected year to date.

With regard to expenditures, we propose appropriations totaling \$1.482 million, representing a modest increase over the FY 13-14 expenditure budget of \$1.45 million. This increase is largely due to additional principal and interest payments due for bond debt service.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Ordinance No. 750-NS, Section 3-10.08c requires the Finance Officer to file a report with the City Council at least once a year. This report is to contain information on the amount of funds collected and expended as well as information on the status of any project required or authorized to be funded by the proceeds of the charge.

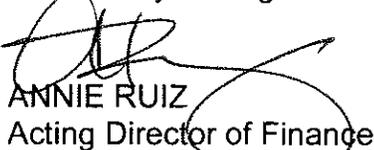
CONCLUSION

A copy of the approved resolution will be provided to Wildan Financial Services.

Respectfully submitted,



JULIO MORALES
Interim City Manager



ANNIE RUIZ
Acting Director of Finance

Attachments:

Attachment A: Resolution

Attachment B: Budget

ATTACHMENT "A"

RESOLUTION NO. 2014- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK 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 2014/2015

Whereas, the City Council of the City of Huntington Park, California, did initiate proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax within the City, all of which are authorized pursuant to the terms and provisions of Government Code Section 50075 and Ordinance 750-NS of Municipal Code of the City. This district shall hereinafter be referred to as STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT (hereinafter the "District"); and

WHEREAS, the City Council of the City of Huntington Park did, by Ordinance 750-NS, as authorized by Section 50075 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to said District, and the City Council now desires to establish the rate of special tax to be collected for the Fiscal Year 2014/2015.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1 The above recitals are true and correct.

Section 2 The specific rate and amount of the special tax to be collected to pay for the costs and expenses for the Fiscal Year 2014/15 for the referenced District is hereby determined and established as set forth in Exhibit "A" attached hereto and incorporated by reference.

Section 3 The rates as set forth in Exhibit "A" do not exceed the amount previously authorized by the City Council and further do not exceed the amount previously approved by the qualified electors of the District.

Section 4 The proceeds of the special tax shall be used to pay, in whole or in part, the costs of financing the improvements as follows:

Improvements:

Park maintenance and improvement, street landscaping maintenance and improvement, and the operation improvement and maintenance of street lighting, as set forth in Section 105 of California Revenue and Taxation Code.

Section 5 The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected by the County of Los Angeles on behalf of the City of Huntington Park, and shall be subject to the same penalties, procedure and sale in case of any delinquency for ad valorem taxes.

Section 6 All revenue so collected either on the County Tax Roll or by any other method, shall be paid into the City of Huntington Park Treasury and credited to a special fund, which shall only be used for the District in the manner specified above.

Section 7 The City Clerk shall certify to the adoption of this resolution and shall timely file certified copies thereof with the County Auditor and County Tax Collector.

PASSED, APPROVED, AND ADOPTED THIS _____ day of July 2014.

Rosa E. Perez, Mayor

ATTEST:

City Clerk

EXHIBIT "A"

As specified in Ordinance 750-NS, all Taxable Property shall be subject to an annual Maximum Special Tax in Fiscal Year 2014/15 as shown in the table below:

| <u>Land Use</u> | <u>Total Per Parcel Tax</u> |
|--|-----------------------------|
| Auto, Recreation/Construction Equipment, Sales & Service | \$516.03 |
| Banks, Savings & Loans | \$258.00 |
| Bowling Alleys | \$715.27 |
| Cemeteries, Mausoleums, Mortuaries | \$ 77.71 |
| Churches | \$205.21 |
| Clubs and Lodge Halls | \$410.42 |
| Commercial – Miscellaneous | \$258.00 |
| Department Stores | \$820.88 |
| Five or More Apartment Units | \$447.04 |
| Food Processing Plants | \$562.85 |
| Heavy Manufacturing | \$258.00 |
| Homes for Aged | \$231.62 |
| Hotels and Motels | \$820.88 |
| Industrial – Miscellaneous | \$410.42 |
| Light Manufacturing | \$615.64 |
| Lumber Yards | \$258.00 |
| Mineral Processing | \$205.21 |
| Mobile Home Parks | \$820.88 |
| Office Buildings | \$258.00 |
| Open Storage | \$410.42 |
| Parking Lots (Commercial Use) | \$231.62 |
| Parking Lots (Industrial Use) | \$231.62 |
| Private Schools | \$205.21 |
| Professional Buildings | \$258.00 |
| Residential with Four Units | \$370.84 |
| Residential with Three Units | \$281.43 |
| Residential with Two Units | \$192.03 |
| Restaurants | \$562.85 |
| Rooming Houses | \$523.26 |
| Service Shops | \$258.00 |
| Service Stations | \$410.42 |
| Shopping Ctr. (Neighborhood) | \$562.85 |
| Single-family Residential | \$102.60 |
| Store Combinations | \$410.42 |
| Stores | \$410.42 |
| Supermarkets | \$820.88 |
| Theaters | \$562.85 |
| Utility | \$ 26.40 |
| Vacant, Unimproved Lots | \$ 26.40 |
| Warehousing, Distribution, Storage | \$463.24 |
| Water Recreation | \$715.27 |
| Wholesale and Manufacturing Outlets | \$615.64 |

ATTACHMENT "B"

CITY OF HUNTINGTON PARK

Street Light Landscape - Fund 535

| | | FY 13-14 | | | FY 14-15 |
|-----------------------|---------------------------|------------------------|---------------------|-------------|---------------------|
| REVENUES | | Continuation Budget | June YTD | % | Budget |
| 535-0000-311.30-30 | Street Light Assesment | 1,513,312 | 1,521,688 | 101% | 1,559,878 |
| 535-0000-319.20-00 | Penalties & Del Measure L | - | 2,602 | | - |
| 535-0000-361.10-00 | Interest Income | - | 34 | | - |
| 535-0000-399.90-91 | Misc Income | - | - | | - |
| TOTAL REVENUES | | \$ 1,513,312 | \$ 1,524,324 | 101% | \$ 1,559,878 |

| EXPENSES | | Continuation Budget | June YTD | % | Budget |
|---|---|------------------------|---------------------|------------|---------------------|
| 535-6090-452.11-00 | Parks / Regular Salaries | - | - | | - |
| 535-6090-452.13-00 | Overtime - Regular | - | - | | - |
| 535-6090-452.14-00 | Overtime Code 10 | - | - | | - |
| 535-6090-452.15-40 | Salary & Wages/Bi-Lingual Pay | - | - | | - |
| 535-6090-452.18-20 | Wages & Salary / Sick Leave Buy Back | - | - | | - |
| 535-6090-452.20-00 | Parks / Fringe Benefits | - | 1,820 | | - |
| 535-6090-452.22-00 | Parks / Medicare | - | - | | - |
| 535-6090-452.23-00 | Parks / PERS Contributon-NonSworn | - | - | | - |
| 535-6090-452.25-05 | PARS / PARS - Contribution | - | - | | - |
| 535-8016-431.11-00 | Highway & Streets / Regular Salaries | - | 265 | | - |
| 535-8016-431.13-00 | Highway & Streets / Overtime - Regular | - | - | | - |
| 535-8016-431.14-00 | Overtime Code 10 | - | - | | - |
| 535-8016-431.15-60 | Salary & Wages / Premium Pay | - | - | | - |
| 535-8016-431.18-20 | Wages & Salary / Sick Leave Buy Back | - | - | | - |
| 535-8016-431.20-00 | Highway & Streets / Fringe Benefits | - | 1,644 | | - |
| 535-8016-431.22-00 | Highway & Streets / Medicare | - | 4 | | - |
| 535-8016-431.23-00 | Highway & Streets / PERS | - | - | | - |
| 535-8016-431.25-05 | PARS / PARS - Contribution | - | - | | - |
| SubTotal - Salaries & Benefits | | \$ - | \$ 3,732 | | \$ - |
| 535-6090-452.26-00 | Parks / Workers Comp Premium | - | 416 | | - |
| 535-6090-452.27-10 | OPEB / OPEB Contributions | - | 1,024 | | - |
| 535-6090-452.43-05 | Repair & Maintenance / Office Equip - O S & M | 500 | - | 0% | 500 |
| 535-6090-452.43-20 | Repair & Maintenance / Vehicles - O S & M | 41,487 | 3,457 | 8% | 41,487 |
| 535-6090-452.52-30 | Insurance / Ins - Benefits | - | 908 | | - |
| 535-6090-452.56-60 | Other Expenses / Contract Landscape Mantnc | 135,487 | 136,939 | 101% | 138,000 |
| 535-6090-452.59-10 | Other Expenses / Tuition & Training | 900 | - | 0% | 900 |
| 535-6090-452.61-20 | Supplies / Dept Supplies & Expense | 60,000 | 62,703 | 105% | 60,000 |
| 535-6090-452.64-00 | Parks / Memberships & Meetings | 500 | - | 0% | 500 |
| 535-8016-431.26-00 | Highway & Streets / Workers Comp Premium | - | 376 | 0% | - |
| 535-8016-431.27-10 | OPEB / OPEB Contributions | - | 925 | 0% | - |
| 535-8016-431.43-05 | Repair & Maintenance / Office Equip - O S & M | 500 | - | 0% | 500 |
| 535-8016-431.43-20 | Repair & Maintenance / Vehicles - O S & M | 41,487 | 3,979 | 10% | 41,487 |
| 535-8016-431.44-10 | Rentals & Leases / Rent (Incl Equip Rental) | 1,800 | 233 | 13% | 1,800 |
| 535-8016-431.52-30 | Insurance / Liability | - | 819 | 0% | - |
| 535-8016-431.56-41 | Other Expenses / Contractual Srvc - Other | 6,200 | 7,217 | 116% | 7,300 |
| 535-8016-431.59-10 | Other Expenses / Tuition & Training | 400 | - | 0% | 400 |
| 535-8016-431.61-45 | Supplies / Street Lighting Supplies | 38,250 | 45,546 | 119% | 38,250 |
| 535-8016-431.62-10 | Purchased Services / Heat Light Water & Power | 330,000 | 237,331 | 72% | 330,000 |
| 535-9025-431.56-41 | Other Expenses / Contractual Srvc - Other | 3,000 | - | 0% | 3,000 |
| 535-8016-431-73-10 | Improvements | 100,000 | - | 0% | 100,000 |
| 535-9025-431.80-70 | Debt Service / Principal Payment-Bonds | 385,106 | 385,106 | 100% | 428,468 |
| 535-9025-431.81-10 | Debt Service / Interest Expense/Bonds | 304,125 | 341,132 | 112% | 289,879 |
| SubTotal - Operating Expenses | | \$ 1,449,742 | \$ 1,228,111 | 85% | \$ 1,482,471 |

| | | | | | |
|----------------------------|--|---------------------|---------------------|------------|---------------------|
| TOTAL EXPENDITURES | | \$ 1,449,742 | \$ 1,231,843 | 85% | \$ 1,482,471 |
| Starting Fund Balance | | \$ 18,094 | \$ 18,094 | | \$ 310,575 |
| Balance Adjustment | | | | | |
| Ending Fund Balance | | \$ 81,664 | \$ 310,575 | | \$ 387,992 |



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

July 21, 2014

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

Dear Mayor and Members of the City Council:

AUTHORIZATION TO AMEND PARKING MANAGEMENT AGREEMENT WITH PARKING COMPANY OF AMERICA FOR THE PARKING STRUCTURE LOCATED AT 7015 RITA AVENUE.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Interim City Manager to amend agreement with Parking Company of America to pay for capital improvements at 7015 Rita Parking Structure.
2. Authorize City to replace existing parking structure lighting with new energy efficient LEDs and install new directional signage using Proposition C monies.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 16, 2014 the City entered into a new parking management contract with Parking Company of America (PCA) to operate the parking structure located at 7015 Rita Blvd. This parking structure has not been well maintained for several years and is in need of several capital improvements.

PCA agreed to manage the facility under the same contract terms as the prior management company (5 Star Parking). The contract stipulates that PCA will pay the City the greater of: \$18,000 per annum or 18% of gross audited revenues. The contract also stipulates that the facility is in need of several capital improvements, in order to improve efficiency and increase appeal to patrons, and that the City will reimburse PCA for such improvements.

The City and PCA have a finalized list of desired capital improvements; and have determined that the most cost effective and time efficient process will be to have PCA implement these improvements directly. The cost of these improvements total approximately \$77,000 (see chart below). PCA has offered to pay for these improvements up front, and net the costs from the annual proceeds of the management contract.

The proposed capital improvements include:

- **New Entrance Ramp** – Located on southwest corner of the parking structure. This new entrance will allow people to enter the parking structure from the alley. An existing wall and curb need to be demolished to make way for the entrance.
- **Relocated Entrance on Rita** - The entrance and exit on Rita will be switched so that people will enter on the south entrance and leave on the north entrance. This will make the structure’s entrance more visible to people in the adjacent shopping centers. The existing parking equipment to be removed and relocated to its new location. Part of the site preparation work include new electrical lines to support the equipment.
- **Replace Parking Management Equipment** - The new equipment includes items such as; traffic control arms, ticket dispensers, validation reader, control computer, and other monitoring equipment.
- **Restriping** - The parking structure needs to be restriped to change the circulation pattern. The old striping will be removed on the second floor and painted over on the first floor.

7105 Rita Parking Structure Improvements

| Item | Company | Bid Amount |
|--|-------------|------------------|
| 1 Wall and Curb Demolition | PCA Staff | \$ 10,000 |
| 2 Preparation of sites for new equipment | SysParc | \$ 16,900 |
| 3 Installation of new equipment | SysParc | \$ 37,196 |
| 4 Restriping | Enviro Wash | \$ 12,700 |
| Total | | \$ 76,796 |

PCA has also suggested replacing the overhead lighting with new energy efficient LEDs, together with adding directional signage. These improvements should not total more than \$90,000, and will be paid from Proposition C transit grant monies (as opposed from revenues from management contract), upon approval from the MTA.

FISCAL IMPACT/FINANCING

Given the fact that the facility has been underutilized for a number of years, combined with the PCA’s pro-active management approach we expect that these deferred and much needed capital improvements will help generate additional revenues from this facility.

PCA has also suggested replacing the lighting with new energy efficient LEDs, together with additional directional signage near Florence to promote transit parking. These improvements should not total more than \$90,000 and will be paid from Proposition C transit grant monies, upon approval from the MTA, as opposed from revenues from

management contract. The new LEDs are expected to pay for themselves, through reduced energy costs, in less than a 3 year period.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City attorney draft a 1 page contract amendment that will net the cost of these capital improvements from the management fee due to the City each year, until fully repaid. If the contract is terminated prior to full repayment, the City will repay the amount due from Proposition C transit fund monies.

The City will use Proposition C transit monies to reimburse PCA for the installation of energy efficient LEDs. PCA will comply with all procurement requirements stipulated in MTA Proposition C guidelines.

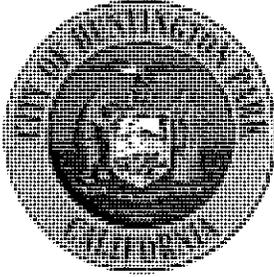
CONCLUSION

PCA assumed management of the facility on July 1, 2014. PCA will commence making improvements upon execution of contract amendment.

Respectfully submitted,

A handwritten signature in blue ink that reads "Julio F. Morales".

JULIO F. MORALES
Interim City Manager



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

July 21, 2014

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

Dear Mayor and Members of the City Council:

AUTHORIZATION TO RENEW CONTRACT AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve and renew animal sheltering services agreement with the Los Angeles County Department of Animal Care and Control.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Huntington Park Animal Enforcement personnel provide daily patrol and respond to an average of 1,100 calls for service from our residents each year. This high call volume and daily patrol has resulted in a need for animal sheltering services and the Los Angeles County Department of Animal Care and Control is the largest provider for this service in the area. For many years, the City and County have worked together under this type of agreement, which is the most cost-effective and fiscally responsible method for the City to provide service.

FISCAL IMPACT/FINANCING

The funding for the animal sheltering services agreement with Los Angeles County Department of Animal Care and Control has been through the Police Department Support Services (account no. 111-7065-441.56-41). This general fund budget item has been approved and renewed every five years, which is the normal length of this agreement. The billing schedule for sheltering costs is reviewed every year by Los Angeles County and new increases, based upon cost of living, can be implemented if the County deems it necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Except as otherwise provided by Municipal Code, purchases and contracts for services, of estimated value greater than \$15,000 shall be by written contract with the person or firm submitting lowest qualified proposal, pursuant to the following procedure:

AUTHORIZATION TO RENEW CONTRACT AGREEMENT WITH THE LOS ANGELES
COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL

JULY 21, 2014

Page 2 of 3

(1) Notices Requesting Proposals. Notices requesting proposals shall include a general description of the services to be provided and shall state where proposal forms and request for proposals may be secured and the time and place of opening proposals

(2) Published Notices. Each notice requesting proposals shall be published at least ten (10) days before the date set for opening proposals. Such publication shall be made in a newspaper of general circulation printed and published in the City or if there is none, it shall be posted in at least three (3) public places in the City that have been designated by this Code or any ordinance as the places for posting public notices.

(b) Exception. When the City Manager or City Council authorizes the hiring of services for which standard specifications cannot be drawn because of:

(1) The nature of the service;

(2) National association bylaws or professional policies prohibiting competitive bidding;

(3) When the City Manager determines bidding for such services would not be in the best interest of the City and its citizens; or

(4) When subjective criteria are necessary to evaluate the proposals;

Persons designated by the City Manager shall negotiate for the authorized service. Proposals shall be submitted whenever practicable from at least three (3) firms, except in those cases where a service firm has established such a successful past history of work with the City that it is clearly in the public interest not to negotiate with any other source. The contract for professional services should be awarded to the entity that will provide the best possible service to the City for the best value. When the City Council or City Manager finds that a service lends itself to written standard specifications, bidding for these services shall be conducted pursuant to Sections 2-5.12, 2-5.13 or 2-5.14. When value of any service shall be twenty-five thousand (\$25,000.00) dollars or more, the contract or purchase order shall not be executed unless approved by the City Council.

CONTRACTING PROCESS

The Police Department respectfully requests the City Council approve this agreement without requiring notice requesting proposals from other vendors. The Police Department respectfully considers this agreement falls within exceptions authorized by existing Municipal Code. The process of seeking formal notices and proposals would not be in the best interest of the City.

Moreover, the Los Angeles Department of Animal Care and Control is the only supplier capable of satisfying the requirements set forth within the sheltering agreement.

AUTHORIZATION TO RENEW CONTRACT AGREEMENT WITH THE LOS ANGELES
COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL

JULY 21, 2014

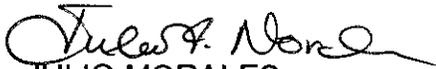
Page 3 of 3

Contact was made with the management of the only other two entities in our area; the Society for the Prevention of Cruelty to Animals (SPCA); and the South East Area Animal Control Authority (SEAACA) both declined and were unable to provide sheltering services for our City.

CONCLUSION

Authorize the City Manager to execute the contractual agreement with the Los Angeles County Department of Animal Control.

Respectfully submitted,



JULIO MORALES
Interim City Manager



Jorge Cisneros
Chief of Police

ATTACHMENTS

- A: Agreement
- B: Description of services
- C: Estimation of shelter service level
- D: Service level request

ATTACHMENT A

L.A. COUNTY DEPARTMENT OF ANIMAL CARE
AND CONTROL

SERVICES AGREEMENT

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

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COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF HUNTINGTON PARK

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF HUNTINGTON PARK

THIS AGREEMENT is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as County, and the CITY OF HUNTINGTON PARK, hereinafter referred to as City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal care and control functions described herein by the County.
- b. The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement.
- c. Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control, to provide general animal care and control services within the corporate limits of the City to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the County under the Charter of the County and the Statutes of the State of California and under the municipal codes of the City. The County will provide services in accordance with the provisions of Title 10, Animals of the Los Angeles County Code, and all amendments thereto, except as otherwise agreed by the parties in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the County, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the

minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the County and the City.

- 2.3 With regard to Sections 2.1 and 2.2, the County, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the County's Department of Animal Care and Control pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County. To the extent the County provides the City with animal licensing services, City employees or their agents shall not perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees, except as otherwise agreed to by the parties in the attached Service Level Request of other prior written agreement. Field enforcement fees will only be collected for services performed by employees of the County of Los Angeles Department of Animal Care and Control.
- 2.5 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and in a municipal function.
- 2.6 The contracting City shall not be called upon to assume any liability for the direct payment of any County Department of Animal Care and Control salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Services Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the County Department of Animal Care and Control.
- 3.2 The City agrees to complete a Service Level Request form annually (Attachment A) and the level of service to be provided and contract sum shall be signed and authorized by the City and the County Department of Animal Care and Control or his/her designee and shall be attached to this contract as an amendment.
- 3.3 The City may request a change in level of service and complete an additional Service Level Request form and submit such form to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by the City and the County Department Animal Care and Control or his/her designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 The City is not limited to the foregoing services indicated, but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of Animal Care and Control to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and

hereby made a part of and incorporated into this Agreement as if set out in full herein.

- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the Joint Indemnity Agreement previously in effect between the parties hereto.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2014, and shall remain in effect until June 30, 2019.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, this Agreement may be renewable for successive periods not to exceed five years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within 60 days of receipt of hereunder, and in such an event this Agreement shall terminate 60 calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the Auditor-Controller.
- 8.2 The rates indicated in the Service Level Request form shall be readjusted by the County annually effective the first day of July each year to reflect the cost of such service in accordance with the policies and procedures for

the determination of such rate as adopted by the County Board of Supervisors.

- 8.3 The City shall be billed based on the service level provided within the parameters of the Service Level Request form.
- 8.4 The cost of other services requested pursuant to this Agreement and not set forth in the Service Level Request form shall be determined by the County's Department of Animal Care and Control and in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within 15 days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 15 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.
- 9.3 Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

10.0 ENTIRE AGREEMENT

- 10.1 This Agreement and Attachment A hereto, constitute the complete and exclusive statements of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF HUNTINGTON PARK

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Agreement to be subscribed by its Chair and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
MARCIA MAYEDA
Director, Animal Care and Control

CITY OF HUNTINGTON PARK

By _____
City of Huntington Park, City Manager

ATTEST:

By _____
City Clerk Date

By _____
City Attorney Date

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By _____
Principal Deputy County Counsel

ATTACHMENT B

L.A. COUNTY DEPARTMENT OF ANIMAL CARE
AND CONTROL

DESCRIPTION OF SHELTER SERVICES

Los Angeles County
Department of Animal Care and Control
Description of Services Provided

Field Services

Resources dedicated to providing quality animal care services in the field. Activities involve field officers performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Immediate response to vicious/dangerous animals that pose a public safety threat;
- Capture and impoundment of stray domestic animals;
- Impoundment of animals surrendered by their owners;
- Removal of dead animals from public and private property;
- Enforcement of all animal related ordinances and State laws including leash laws, animal cruelty laws, dangerous/vicious dog enforcement, and the keeping of wild or exotic animals;
- Investigate Potentially Dangerous and Vicious Dog cases; prepare appropriate petitions; and conduct administrative hearings, consistent with state and county laws;
- Rescue of ill, injured or abused animals;
- Enforcement of animal nuisance complaints such as barking dogs and leash law violators;
- Assist local law enforcement with their cases when animals are involved, such as the service of search warrants and impounding animals belonging to persons taken into custody;
- Emergency response to fires, earthquakes, floods and other natural or manmade disasters to rescue animals from harm;
- Maintain 24 hour dispatch and call center to receive calls for service and dispatch them to officers for field response; and

Shelter Services

Represents services dedicated to providing a comfortable and safe environment to shelter animals. Shelter services include:

- Providing food, water, shelter medical care for impounded animals;
- Holding stray animals and attempting to reunite them with their owners;
- Finding new adoptive homes for domestic animals;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency sheltering to animals displaced by wildfires or other disasters;
- Spay and neuter services for all dogs and cats pursuant to State law
- Performing surgeries to make animals more adoptable
- Euthanizing sick, injured, dangerous, feral or un-adopted animals;
- Quarantine and observation of animals for rabies;
- File annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintain website of lost and surrendered animals so owners may locate their lost animals and potential adopters may find a new pet; and
- Maintain regular hours of operation for the public.

Licensing

Represents resources for providing the issuance and processing of licenses. This function includes:

- Issuance of animal licenses to animals that have been vaccinated against rabies;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties and other financial remittances; and
- Maintenance of animal licensing database

Animal Licensing Field Enforcement

Represents services dedicated to providing field enforcement for animal license compliance. This program includes:

- Neighborhood field enforcement of animal licensing and other State and local laws and ordinances;
- Issuing citations to violators of animal licensing ordinances; and
- Collecting license revenue

Business Licensing

Represents the process to issue and enforce licenses provided to private businesses involved in regulated activities related to animals. This program includes:

- Annually inspect and license animal facilities such as pet shops, breeders, animal menageries, grooming parlors and all other places where animals are maintained for profit or business activities; and
- Issue grades to facilities, similar to the Los Angeles County Public Health Department's Restaurant Grading System

Vaccination and Microchip Clinics

Represents resources to provide vaccines and microchips, including:

- Provide low cost vaccinations and microchips;
- Staff with medical personnel and necessary support staff;
- Assist jurisdictions in promoting community based clinics; and
- Provide regular clinics at each Los Angeles County Animal Shelter

ATTACHMENT C

L.A. COUNTY DEPARTMENT OF ANIMAL CARE
AND CONTROL

ESTIMATION OF SHELTER SERVICE LEVELS

COUNTY OF LOS ANGELES
 DEPARTMENT OF ANIMAL AND CONTROL
 HUNTINGTON PARK - SERVICE LEVELS SCHEDULE

| City / Service Description | Estimated Actual FY 13/14 | | | Estimated FY 14/15 | | | |
|--|---------------------------|---------------|------------|--------------------|------------------------------|-----------|-------------------|
| | # of Animal | Billing Rates | # of Unit | * Cost Amount | ** Billing Rates | # of Unit | * Cost Amount |
| Huntington Park | | | | | | | |
| Kennel Housing - Dog & Cat | 1,343 | \$ 17.68 | 4,926 Days | \$ 87,092 | \$ 20.07 | 4,926 | \$ 98,865 |
| Kennel Housing - Other Animals | 28 | \$ 8.33 | 72 Days | \$ 600 | \$ 9.95 | 72 | \$ 716 |
| Special Care Housing | 29 | \$ 21.21 | 125 Days | \$ 2,651 | \$ 24.08 | 125 | \$ 3,010 |
| Disposal of Dead Animals | | \$ 12.48 | 70 Each | \$ 874 | \$ 12.84 | 70 | \$ 899 |
| Private Vet | | Varies | 21 Each | \$ 1,300 | Varies | 21 | \$ 1,300 |
| Field Services*** | | \$ 81.25 | 24 Hours | \$ 1,930 | \$ 85.02 | 24 | \$ 2,019 |
| Animal License Enforcement Services | | \$ 68.49 | - Hours | \$ - | \$ 67.34 | - | \$ - |
| Liability Insurance (4% Field and Animal License Enforcement Services) | | \$ 2.63 | - Licenses | \$ - | \$ 2.45 | - | \$ - |
| License Processing Fee | | | | | | | |
| Redemption Fee | | | | \$ (5,659) | | | \$ (5,659) |
| License/Penalty Fee Credits | | | | \$ - | | | \$ - |
| Total City Net Cost | | | | <u>\$ 88,864</u> | | | <u>\$ 101,231</u> |
| | | | | | Estimate FY 14/15 % variance | | <u>14%</u> |

* Service Levels Schedule is an estimate only (based on the current fiscal year 8 months actual) and is for your reference. City is liable for actual cost.
 ** FY 14/15 Billing Rate approved by Los Angeles County Auditor-Controller on 5/23/14.
 *** Critical Case Processing Unit Field Services hours are part of overhead on FY 14/15.

ATTACHMENT D

L.A. COUNTY DEPARTMENT OF ANIMAL CARE
AND CONTROL

FY 2014-2015 SERVICE LEVELS

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

AND

THE CITY OF
HUNTINGTON PARK

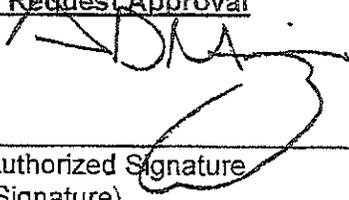
FY 2014-15 SERVICE LEVEL REQUEST

Part One: Billing Rates for the period July 1, 2014, through June 30, 2015

| | |
|---|---------|
| Kennel Services* | |
| Dog and Cat per day | \$20.07 |
| Other animals per day | \$ 9.95 |
| Observation per day | \$24.08 |
| | |
| Dog license processing per license | \$ 2.45 |
| | |
| Dead animal disposal per animal | \$12.84 |
| | |
| Field Services per hour | \$85.02 |
| | |
| Animal License Field Enforcement per hour | \$67.34 |
| | |
| Liability Trust Fund (applied to Field Services and Animal License Field Enforcement hourly amounts only) | 4% |

Part Two: Annual/Amended Service Request Approval

Alfred Martinez
Authorized Representative
(Printed Name)


Authorized Signature
(Signature)

7.15.14
Date

Lieutenant Huntington Park Police
Title

(323) 826 - 6649
Telephone Number

Part Three: Annual Service Level

Standard Shelter Services:

Full Service - All animals acquired in the field, within the boundaries of the City or determined to have originated within the boundaries of the City, may be impounded at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The animal's picture will generally be posted on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center are scheduled at the discretion of the Department. See Part One for the associated shelter services billing rates. Primary animal care center*: (Downey Animal Care Center)

*The Department shall take reasonable action to shelter all animals at this location. There may be circumstances in which the Department must shelter animals at an alternate location. In general, such sheltering shall be temporary and animals shall subsequently be transferred to the primary animal care center.

Contract cities are charged for the first five days of care for animals impounded within the city's jurisdiction. If an animal leaves our care earlier for any reason, cities will be charged based upon the actual number of days (1-4). If an animal is redeemed, the redemption fees collected from owners will be credited to the city up to the maximum number of days that would otherwise be billed. The County assumes liability and disposition of these animals after five days with the exception of animals held as a result of a seizure or criminal case, abandoned animals, observation animals (quarantine), potentially dangerous or vicious dogs, and return to owner animals.

Below are the kennel services maximum number of days billed and the description:

| *Kennel Services Description | Maximum number of days billed |
|--|--------------------------------------|
| Kennel Services: Stray or relinquished animals. | 5 days |
| Private Veterinarian: If the owner is unable to be located and the injury or condition is life threatening and the scene of the incident is not in the vicinity of a County animal care center, or if the medical staff at the animal care center are not available, the animal will be taken to the nearest private contract veterinarian. Cities will be charged for the private contracted veterinarian visit. | 5 days |
| Observation Animals: Animal bite that causes any penetration of the skin by teeth which requires a bite report be taken and the animal quarantined. The animal will be placed in quarantine confinement and observed for ten (10) days minimum from the date of the bite at the discretion of the Department of Veterinary Public Health. | 10 days |
| Return to Owner Animal: The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound and boarding fees accruing up to the time of such redemption. | 10 days |
| Abandoned Animals: Hold at least fifteen (15) calendar days; determine whether the owner had an agreement with someone to care for the animal in their absence, post a Form 58 (Notice of Impoundment) at the premises for the owner if they return, and mail a registered or certified letter to the last address | 15 days |
| Special Intake: Confiscated, Court Case, Police Request, Owner Arrested, Potentially Dangerous or Vicious Dog | Unlimited days |

Field Services:

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10 - Animals, and all amendments, except as otherwise agreed to by the parties in this Service Level Request.

- Standard Service Plan - Includes answering calls for service (24 hours per day, daily); dispatching or assigning field staff; and performance of duties in the field based on priority, location, and availability of staff.
- Limited Standard Service Plan:
 - o Daily between the hours of ____ (a.m./p.m.) and ____ (a.m./p.m.)
 - o Weekend days and holidays
 - o Emergency Services - As needed
 - o Humane Investigations and Prosecution - As needed

Regular Business hour contact information:

Department Name: _____

Telephone: _____

Address: _____

Outreach and Enforcement Services:

County will enforce the fees set forth in Los Angeles County Code Section 10.90.010 et seq. unless the City provides an alternate fee schedule approved by the City and provided to the County.

Animal License Field Enforcement

License Enforcement Services - Provides for dedicated staff to perform license enforcement activities (issuing new licenses, license renewals, collecting delinquency charges and other fees) in the field.

- Authorized Animal License Enforcement Services
 - o County and City shall subsequently agree to the time and scope of this service.
- No Animal License Enforcement Services
 - Note: All license enforcement revenue collected will be contributed toward offsetting the cost of services

Animal Facility Licensing

Animal Facility Licensing Services - Provides for dedicated staff to perform animal facility inspection and licensing to any lot, building, structure, enclosure, or premises for any animal related business or organization which is required to be licensed. The animal facility licensing staff inspects animal related facilities annually and when otherwise necessary, to ensure the health and safety of the public and animals. Businesses are provided a letter grade based on the results of the inspection. Animal facility licenses are generally valid for one year from the date of issue. The Department will inspect animal facilities and any revenues collected will offset services.

- Animal Facility Licensing
 - Licensing and Inspection/Grading Services
- No Animal Facility Licensing

Clinic(s)

In addition to the vaccination and licensing services provided in all County Animal Care Centers, the city may request the following additional services in its jurisdiction by checking the applicable box(es):

- Request County to provide or arrange for vaccination clinic(s) in its jurisdiction;
- If a vaccination clinic(s) is/are requested by checking the box above, the City also requests County to provide personnel to license animals during the vaccination clinic.

Part Four: License Information (required if the Department manages City licensing)

Standard Licensing Services:

License renewal notices are mailed or transmitted to the animal owner of record, the renewal and payment is received and processed annually on a fee per license basis. Licenses will be required before an animal will be released to a resident of a City participating in the Standard Licensing Services program. Fees from licenses collected will be credited to the City monthly in arrears.

- City has adopted the license fees outlined in Title 10 of the Los Angeles County Code

| | | | |
|--|--|--|-----------------|
| Altered Dog | \$ <u>20.00</u> | Altered Cat | \$ <u>5.00</u> |
| Unaltered Dog | \$ <u>60.00</u> | Unaltered Cat | \$ <u>10.00</u> |
| Senior* Dog | \$ <u>7.50</u> | *Senior age is defined as <u>60</u> years. | |
| Delinquency Charge | \$ <u>Equal to Amount of License</u> | | |
| Delinquency Charge applies after: <u>10 days</u> | | | |
| Field Enforcement Fee | \$ <u>40.00</u> (licensing initiated in the field) | | |

- City has adopted the following license fees:

| | | | |
|---------------|----------|---------------|----------|
| Altered Dog | \$ _____ | Altered Cat | \$ _____ |
| Unaltered Dog | \$ _____ | Unaltered Cat | \$ _____ |
| Senior* Dog | \$ _____ | Senior* Cat | \$ _____ |
| _____ | \$ _____ | _____ | \$ _____ |

*Senior age is defined as _____ years.

Delinquency Charge \$ _____

Delinquency Charge applies after: _____ days.

Field Enforcement Fee \$ _____ (licensing initiated in the field)

Current license fees adopted by the City on _____, 20_____.

- No Animal Licensing Services

Records:

Upon reasonable notice, the Department shall make available to authorized representatives of City of Huntington Park, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to this Agreement. The City of Huntington Park shall ensure such records are handled in a manner consistent with all applicable privacy laws and all related to public records, including, but not limited to the Public Records Act (Government Code § 6250 et. seq.).

Part Six: Contact Information

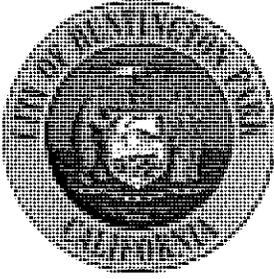
Primary Contact

Name: LT. Alfred Martinez, Huntington Park Police
Address: 6542 Miles Avenue
Huntington Park, CA 90255
Telephone: (323) 826-6649
Alt. Telephone: (323) 826-6629
E-mail: amartinez@huntingtonparkpd.org

Alternate Contact

Name: Enrique Mendez, Code Enforcement
Address: 6542 Miles
Huntington Park, CA 90255
Telephone: (323) 826-6643
Alt. Telephone: (323) 826-6693
E-mail: emendez@huntingtonparkpd.org

WD: FY 2014-15 Service Level Request DR



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

July 21, 2014

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

Dear Mayor and Members of the City Council:

ROAD CLOSURE FOR 2014 POLICE DEPARTMENT NATIONAL NIGHT OUT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the road closure along Miles Avenue from Saturn Avenue to Gage Avenue, and along Zoe Avenue from Templeton Street to Miles Avenue on August 5, 2014.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Huntington Park Police Department will host its 17th Annual National Night Out (NNO) Community Celebration. NNO emphasizes the importance of police-community partnerships; it provides various City departments with the opportunity to meet and greet community members and promote services/programs offered in our City.

The purpose of National Night Out is to heighten crime and drug prevention awareness, increase public safety and cultivate positive relationships between community members and its police department. The event will be informative, educational and entertaining. It is our goal that everyone who attends the event will have learned something about their City, the various departments and the services which they provide.

The event will consist of various presentations and displays including: Mounted Unit, Special Emergency Response Team, K-9 Demonstration, sidewalk CPR by the Los Angeles County Fire Department, Free physical exams by St. Francis and much more.

We expect more than 20 citywide non-profit and for-profit organizations to participate in this year's NNO event. They will hand out valuable information and giveaways for the residents of our community. It is anticipated that this event will be well-received and well-attended by our community.

ROAD CLOSURE FOR 2014 POLICE DEPARTMENT NATIONAL NIGHT OUT

July 21, 2014

Page 2 of 2

The street closures are scheduled to take place from noon to 9 p.m. on Tuesday, August 5, 2014. The actual event will start at 5 p.m. and will conclude at 9 p.m. The street closures will be as follows:

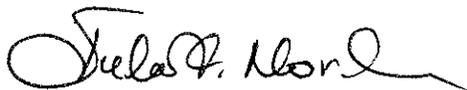
1. Miles Ave from Gage Avenue on the north to Saturn Avenue on the south
2. Zoe Avenue from Miles Avenue on the east to Templeton Street on the west

Notification of the street closure will be made to all of the impacted residents.

CONCLUSION

Upon City Council approval of the street closures City staff will meet, plan and coordination the safe presentation of this event.

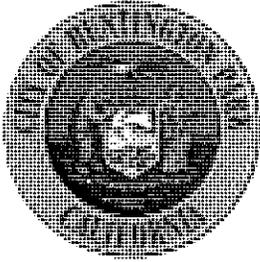
Respectfully submitted,



JULIO MORALES
Interim City Manager



JORGE CISNEROS
Chief of Police



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 21, 2014

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

Dear Mayor and Members of the City Council:

PURCHASE ORDER FOR GASOLINE AND DIESEL FUEL FOR CITY VEHICLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Interim City Manager to execute a Purchase Order with SC Fuels for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$600,000 for the 2014-2015 Fiscal Year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works Department operates and maintains underground fuel tanks and fuel pumps at the Public Works Yard that is used to fuel all city fleet vehicles, including the Police Department. The City purchased approximately 62,000 gallons of fuel last year, totaling \$232,000.

The City bids the bulk purchase of gasoline and diesel fuel annually at the beginning of each fiscal year. We received 3 bids on June 26, 2014 summarized below:

| | | | |
|-----------------------------------|----------|-------------|---------------------|
| 1. SC Fuels: | Gasoline | \$3.774/gal | Diesel \$3.613/gal. |
| 2. Merrimac Energy Group: | Gasoline | \$3.807/gal | Diesel \$3.868/gal |
| 3. California Fuels & Lubricants: | Gasoline | \$4.062/gal | Diesel \$4.156/gal. |

SC Fuels is recommended, since it provided the lowest bid. It is important to note that the actual cost of the fuel will vary due to fluctuations in the market price of gasoline/diesel throughout the year. The City will be billed the going rate at the time of each delivery is ordered to replenish the underground tanks at the Public Works yard.

This year we will permit the Oldtimers Foundation to "piggyback" on our purchase order and use our facilities to fuel their COMBI bus fleet, which should save 7% over retail fuel costs. The City will provide Oldtimers with unique cards for each vehicle in order to facilitate billing and prevent fraud.

PURCHASE ORDER FOR GASOLINE AND DIESEL FUEL FOR CITY VEHICLES

July 21, 2014

Page 2 of 2

FISCAL IMPACT/FINANCING

The purchase of gasoline and diesel fuel is an annual operating expense budgeted in Fleet Maintenance under the Public Works Department budget for \$250,000 in Account No. 741-8060-431.62-30.

The current retail cost for fuel in the City of Huntington park is approximately \$4.05, compared to \$3.77 for wholesale purchase, thus saving the City approximately 7% or \$0.28 per gallon (under current rates).

Oldtimers used approximately 67,200 gallons last year; assuming a 7% decrease in purchase costs, they will save \$18,614 per year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

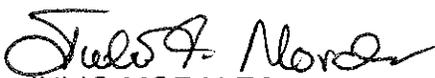
The Huntington Park Municipal Code and Finance Department Policy and Procedure Manual require City Council approval for Purchase Orders in excess of \$15,000. The recommended Purchase Order is for a not-to-exceed amount \$600,000 (150,000 gallons @ \$4.00 per gallon) for the fiscal year to accommodate the addition of the COMBI buses.

The city's current AQMD fuel permit allows for 600,000 gallons of fuel dispensing per calendar year. Therefore, the addition of the COMBI fleet will not impact or compromise the permit.

CONCLUSION

Upon City Council approval, staff will execute the Purchase Order with SC Fuels and develop policies and procedures to facilitate Oldtimers' use of the facility.

Respectfully submitted,


JULIO MORALES
Interim City Manager


Claude Bilodeau
Public Works Superintendent

ATTACHMENTS

- A. Purchase Order
- B. Fuel Purchased Quotes

ATTACHMENT "A"

ATTACHMENT "B"



1800 W. Katella Ave., Suite 400
P.O. Box 4159
Orange, CA 92863-4159
(714) 744-7140
www.scfuels.com

June 26, 2014

To: Michael Pierson
Re: City of Huntington Park
6900 Bissell St.
Huntington Park, CA 90255

Michael,

As per our phone conversation on June 26, 2014, we at SC Fuels will deliver 8000 gallons of 89 octane gas and 1000 gallons diesel on 6/27/14, with all taxes included to your City Yard at 6900 Bissell St. Huntington Park.

| | |
|---------------------------------|--------------|
| 8000 gals 89 octane gas | |
| Base price | \$ 3.235/gal |
| Federal L.U.S.T. | .001/gal |
| Federal Environmental Fee | .001714/gal |
| CA gas excise tax | .395/gal |
| Childhood Lead Poisoning Fee | .00076/gal |
| CA AB32 Environmental Surcharge | .002915/gal |
| Sales tax 3 3/4% | |
| Total price | \$ 3.774/gal |
| 1000 gals diesel | |
| Base price | \$ 3.159/gal |
| Federal L.U.S.T. | .001/gal |
| Federal Environmental Fee | .001905/gal |
| CA diesel excise tax | .10/gal |
| CA AB32 Environmental Surcharge | .003396/gal |
| Sales tax .1094/gal | |
| Total | \$ 3.613/gal |

Thank you,
Ron Harries



1240 East Wardlow Road, Long Beach, CA 90807
 Local: (562) 427-6565 Toll Free: (800) 900-4081 Fax: (562) 427-6556

PRICE QUOTE

| | | | |
|---------------|----------------------------|------------------------|-------------------------------|
| TO: | Mike Pierson | FROM: | Mary Hazelrigg & Bruce Mainor |
| CO: | City of Huntington Park | EFFECTIVE DATE: | 6/26/2014 |
| EMAIL: | mperson@huntingtonpark.org | PRIMARY PHONE: | (562) 305-8303 |

Merrimac Energy Group is pleased to provide the following price quote to Huntington Park.

Price quote is based on full loads of 8,800 gallons of gasoline or 7,800 gallons of diesel, or a combination of both.

Price quote is based on date of delivery.

| | MID-GRADE UNLEADED 89 OCTANE | | ULTRA LOW SULFUR CLEAR DIESEL |
|--------------------------------------|---------------------------------|--|----------------------------------|
| PRICE PER GALLON | 3.267 | | 3.390 |
| FED EXCISE TAX | EXEMPT | | EXEMPT |
| STATE EXCISE TAX | 0.3950 | | 0.1000 |
| FOST TAX | N/A | | 0.00191 |
| LUST TAX | 0.001 | | 0.001 |
| CET TAX | 0.00352 | | N/A |
| (CA ENVIRONMENTAL FEE/FED OIL SPILL) | | | |
| AB 32 FFR FEES | 0.00278 | | 0.00342 |
| STATE SALES TAX | 0.137598750 3.75% | | 0.371558502 10.94% |
| DELIVERED PRICE | 3.807 | | 3.868 |

PRICES ARE SUBJECT TO CHANGE IN VOLATILE MARKET CONDITIONS, MERRIMAC WILL INFORM YOU OF ANY CHANGES MADE.

Thank you for the opportunity to supply Huntington Park with their fuel needs.

Please call Merrimac Energy Group for your next fuel delivery.

Thank you!
 MARY HAZELRIGG & BRUCE MAINOR



AAA Oil, Inc.
DBA: California Fuels & Lubricants

Invoice

Remittance Address:
 P.O. Box 8658
 Fountain Valley, CA 92728
 Phone: 714-530-4795 Fax: 714-530-5026

| | |
|----------|-----------|
| Date | Invoice # |
| 7/3/2014 | QUOTE |

Bill To
 City of Huntington Park
 6550 Miles Ave.
 Huntington Park, CA. 90255

Ship To
 6550 Miles Ave.
 Huntington Park, CA. 90255

| | | | |
|-------------|--------|-----|-----------|
| P.O. Number | Terms | Rep | Due Date |
| | Net 15 | AAA | 7/18/2014 |

| Quantity | Description | Price Each | Amount |
|----------|--|------------|------------|
| 8,000 | Unleaded Mid-grade | 3.3637 | 26,909.60T |
| 8,000 | Federal Excise Tax | 0.184 | 1,472.00T |
| 8,000 | State Excise Tax | 0.36 | 2,880.00T |
| 8,000 | Federal Oil Spill Tax | 0.0019 | 15.20T |
| 8,000 | Childhood Lead Protection Fee | 0.00077 | 6.16T |
| 8,000 | AB 32 Implementation Green House Fee 1 & 2 | 0.0034 | 27.20T |
| 1 | Environmental Fee | 11.75 | 11.75T |
| | Huntington Park Sales Tax - Gasoline 3.75% | 3.75% | 1,174.57 |

Check payments will now be processed electronically. For your convenience you may email your check payment to: accountsreceivables@cafueling.com

Total \$32,496.48





AAA Oil, Inc.
DBA: California Fuels & Lubricants

Invoice

Remittance Address:

P.O. Box 8658
 Fountain Valley, CA 92728

Phone: 714-530-4795 Fax: 714-530-5026

| | |
|-----------|-----------|
| Date | Invoice # |
| 6/26/2014 | QUOTE |

Bill To
 City of Huntington Park
 6550 Miles Ave.
 Huntington Park, CA. 90255

Ship To
 6550 Miles Ave.
 Huntington Park, CA. 90255

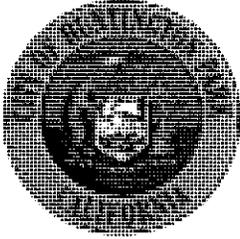
| | | | |
|-------------|--------|-----|-----------|
| P.O. Number | Terms | Rep | Due Date |
| | Net 15 | AAA | 7/11/2014 |

| Quantity | Description | Price Each | Amount |
|----------|--|------------|-----------|
| 1,000 | Clear Diesel | 3.3951 | 3,395.10T |
| 1,000 | State Excise Tax | 0.10 | 100.00 |
| 1,000 | Diesel Federal Excise Tax | 0.244 | 244.00T |
| 1,000 | Federal Oil Spill Tax | 0.0019 | 1.90T |
| 1,000 | AB 32 Implementation Green House Fee 1 & 2 | 0.0034 | 3.40T |
| 1 | Environmental Fee | 11.75 | 11.75T |
| | Huntington Park - Clear Tax | 10.94% | 399.98 |

Check payments will now be processed electronically. For your convenience you may email your check payment to: accountsreceivables@cafueling.com

Total \$4,156.13





CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 21, 2014

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

Dear Mayor and Members of the City Council:

PROFESSIONAL SERVICES AGREEMENTS WITH RON BATES AND ENVIRO COMMUNICATIONS, INC. FOR PUBLIC POLICY STRATEGY AND ADVOCACY SERVICES IN SUPPORT OF REGIONAL TRANSPORTATION GRANT FUNDING OPPORTUNITIES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Interim City Manager to prepare and execute a professional services agreement with Ron Bates for regional transportation coordination services.
2. Extend the professional services agreement with Enviro Communications, Inc. for public strategy and advocacy services in support of transportation grant funding opportunities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City is currently operating with reduced executive and management staff. In addition, the City Manager is primarily focused on day-to-day City operations, budget, the pension tax dispute with the State Department of Finance, and the sale of the Southland Steel property. In order to provide continuity in our regional transportation and grant funding efforts it is recommended that the City retain subject-matter experts under two professional services agreements.

1. Regional Transportation Issues

Ron Bates is an expert in regional transportation issues with more than 30 years of city management experience. Mr. Bates will focus on regional transportation planning and consensus-building efforts for the formation of a Southeast Cities Joint Powers Authority (JPA) to obtain Federal Department of Transportation grant funding and TIGER grant funding. In addition, Mr. Bates will attend local Gateway Cities Council of Governments (COG) planning meetings on behalf of the City

The initial term of the agreement will be for one year.

PROFESSIONAL SERVICES AGREEMENTS WITH RON BATES AND ENVIRO COMMUNICATIONS, INC. FOR PUBLIC POLICY STRATEGY AND ADVOCACY SERVICES IN SUPPORT OF REGIONAL TRANSPORTATION GRANT FUNDING OPPORTUNITIES

July 21, 2014

Page 2 of 3

2. Public Strategy and Advocacy Services in Support of Grant Funding

The City Council approved the agreement with Enviro Communications on Dec. 16, 2013. This initial agreement expired on June 30, 2014. The extended agreement will be for an additional one-year term with the same contract terms and scope of service as the initial agreement.

Enviro Communications is a specialty professional services firm serving clients in the area of governmental relations at the local, state, and federal levels in support of grant funding opportunities for transportation infrastructure projects. Enviro has been successful in obtaining over \$300 million in government grants for local communities and has successfully represented the interests of these local communities with respect to transportation needs.

Enviro Communications will continue to perform the following services:

1. Development of strategies and protocols for the identification and pursuit of transportation funding through grants, loans and other sources available at the regional, state and federal levels;
2. Coordination with city staff and Council Members who represent the City in organizations such as, but not limited to, the Southern California Association of Governments (SCAG), the Gateway Cities COG, Metro, Caltrans, South Coast Air Quality Management District (SCAQMD), et al.; and
3. Tracking of legislative issues with the potential for affecting funding opportunities.

FISCAL IMPACT/FINANCING

The professional services agreement with Ron Bates is based on an hourly rate of \$100. The professional services agreement with Enviro Communications includes a flat fee (retainer) of \$7,000 per month. Both expenses are eligible under Measure R (Fund No. 222); therefore there will be no impact to the General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Huntington Park Municipal Code and the Finance Department Policy and Procedure Manual Section 5C, Ron Bates and Enviro Communications are recommended for these services as a sole source due to a proven and specialized expertise in grant funding for transportation projects which has been determined to be in the best interest of the City.

Upon finalizing the scope of services with Mr. Bates, the City Attorney will review the professional services agreement and prepare for execution by the City Manager.

PROFESSIONAL SERVICES AGREEMENTS WITH RON BATES AND ENVIRO COMMUNICATIONS, INC. FOR PUBLIC POLICY STRATEGY AND ADVOCACY SERVICES IN SUPPORT OF REGIONAL TRANSPORTATION GRANT FUNDING OPPORTUNITIES

July 21, 2014

Page 3 of 3

CONCLUSION

Upon Council approval, the Interim City Manager will finalize and execute the professional services agreement with Ron Bates; and execute the extension to the agreement with Enviro Communications, Inc. for public strategy and advocacy services in support of transportation grant funding opportunities.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

A: Professional services agreement – Enviro Communications, Inc.

ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of December 16th, 2013, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and ENVIRO COMMUNICATIONS, a California corporation ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to funding opportunities, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

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

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

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

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

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "A" (the "Scope of Services").

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

SECTION THREE: PERFORMANCE SCHEDULE

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

3.2 Term. The term of this agreement shall commence on January 1, 2014 and, unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, terminate on June 30, 2014 (initial term). This agreement may be extended for 3 additional 1-yr terms at the option of City (extended terms). If extended, Consultant shall be bound by the terms and conditions of this Agreement.

SECTION FOUR: COORDINATION OF WORK

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

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

SECTION FIVE: INSURANCE AND INDEMNIFICATION

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

5.2 Consultant shall take out and maintain the following insurance:

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

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

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

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

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

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

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

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

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

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

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

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

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

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

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

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

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

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a

certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

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

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

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

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

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

SECTION SIX: RECORDS AND REPORTS.

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

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

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

SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

7.1 All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-Contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or

relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

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

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

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

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

Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

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

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

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

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

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

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

8.11 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

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

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

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

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

SECTION NINE: MISCELLANEOUS

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and

either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

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

To Contractor: ENVIRO COMMUNICATIONS, INCORPORATED
Attention: Robert M. Levy
11425 Ayrshire Road
Los Angeles, California, 90049

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

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

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

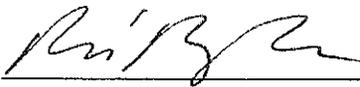
9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended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

[SIGNATURES BEGIN ON NEXT PAGE]

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

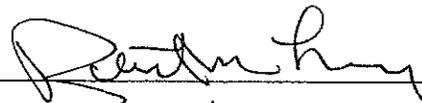
CITY:

CITY OF HUNTINGTON PARK

By: 
René Bobadilla, City Manager
City of Huntington Park

CONTRACTOR:

**ENVIRO COMMUNICATIONS,
INCORPORATED**

By: 
Name: Robert M. Key
Title: President / CEO

ATTEST:

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

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

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

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

CITY:

CITY OF HUNTINGTON PARK

By: 

René Bobadilla, City Manager

City of Huntington Park

CONTRACTOR:

**ENVIRO COMMUNICATIONS,
INCORPORATED**

By: _____

Name: _____

Title: _____

ATTEST:

By: 

Rocio Martinez, Sr. Deputy City Clerk

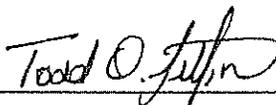
City of Huntington Park

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: 

Todd Litfin, City Attorney

City of Huntington Park

EXHIBIT A

SCOPE OF SERVICES

I. LEGISLATIVE TRACKING FOR FUNDING

ENVIRO shall monitor the introduction of bills and amendments filed in the California/United States legislature and related regulatory developments that might uniquely impact the City and its affiliated agencies as they relate to potential funding opportunities. Whenever possible, ENVIRO shall advise the City prior to introduction of any such legislation and provide timely reports on the scheduling of proposed action on bills so the City may take a proactive approach to address the City's needs.

II. FUNDING OPPORTUNITIES

ENVIRO shall identify and seek out potential funding opportunities through grants, loans and other sources available at federal, state and regional levels with public agencies and work with and support various consultants working with the City or City Staff where directed by the City Manager.

Specifically:

- Identify regional funding opportunities
- Develop platform for securing regional funding opportunities
- Advocate before regional entities for funds
- Develop protocols for securing funds
- Develop protocols for overseeing fund expenditures
- Assist in monitoring fund disbursement
- Assist grant writers and/or other city team members on securing funds/grants at State and Federal levels
- Working with staff and Council Members who represent the City with agencies like but not limited to SCAG, Metro, SCAQMD, etal.
- Attend meetings, conferences, etc with City officials for the purpose of securing funding sources

III. CONTENT ANALYSIS

Upon request, ENVIRO shall provide an analysis of the political viability and content of legislation or regulation as it might relate to funding opportunities. Such information shall be sufficient as to enable the City to make informative and timely decisions regarding the effect such legislation may have upon the City and/or its Agencies as related to funding.

IV. STRATEGY/IMPLEMENTATION

The City may request ENVIRO to engage in meetings with members of the City's administration, government legislatures and others in order to make direct representation of the City's interests.

The City may seek assistance from ENVIRO in arranging meetings between City officials and officials outside the City. Such assistance may include planning and arranging of facilities for such activities.

In providing the above services, ENVIRO shall provide support with, including but not limited to, the following agencies as they relate to funding opportunities: State, federal and regional.

V. COMPENSATION FOR SERVICES

Retainer per month shall be Six Thousand Two Hundred Fifty Dollars (\$6,250.00), plus expenses, for the first six (6) months and will include the services herein described. Following an acceptable performance review by the City Manager at the end of the initial six month term and if the City Manager elects to exercise any contract extension(s), the monthly retainer shall increase to Seven Thousand Dollars (\$7,000.00), plus expenses. Expenses over Fifty Dollars (\$50.00) shall be pre-approved by the City Manager.

A. Supplement Services Quotation

Based on the scope of work requested, but not covered in the Scope of Work identified herein, ENVIRO will provide a not-to-exceed quotation on supplemental services, which shall be approved by the City Manager prior to beginning a project. Hourly rates are as follows:

| | |
|----------------------|-----------------------|
| Federal Tracker | \$ 1,000.00 per month |
| Assistant Associates | \$ 125.00 per hour |
| Principals | \$ 275.00 per hour |
| Associates | \$ 175.00 per hour |
| Clerical | \$ 75.00 per hour |

B. Travel and Costs

Travel accommodations outside of the Los Angeles County area shall be reimbursed to ENVIRO, at cost, upon submittal of all receipts with the request for reimbursement.