

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Monday, December 1, 2014

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

Rosa E. Perez
Mayor

Karina Macias
Vice Mayor

Ofelia Hernandez
Council Member



Mario Gomez
Council Member

Valentin Palos Amezcua
Council Member

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

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

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

Public Comment

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

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

Additions/Deletions

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

Consent Calendar

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

Important Notice

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Luis Garcia, 13 years old, student at Nimitz Middle School

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

Video Presentation by Woodcraft Rangers on After School Programs

“Certificate of Appreciation” presented to Blanca Soto for “Semblanza 2014 Folk & Dance Festival”

Presentation on Opportunities for Additional Open Park Space in Huntington Park

Presentation of Mayor’s Annual Holiday Home Decorating Contest

PUBLIC COMMENT

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. Pursuant to Government Code Section 54957(b)(1) –
Public Employee Employment and Appointment
Name of Position Under Consideration: Interim City Manager

Pursuant to Government Code Section 54957.6 (a) –
Conference with Labor Negotiator Regarding Unrepresented Employee –
Title of Position Subject to Negotiation: Interim City Manager
City’s Designated Representative(s) for Negotiations: Interim City Manager
Julio Morales and City Attorney Isabel Birrueta

CLOSED SESSION (continued)

2. Pursuant to Government Code Section 54957.6 (a) –
Conference with Labor Negotiator regarding Unrepresented Employee
Agency designated representatives: City Attorney Isabel Birrueta
Title of Position Subject to Negotiation: Interim City Manager
3. Pursuant to Government Code Section 54956.9(d)(4) -
Conference with Legal Counsel – Anticipated Litigation [One (1) potential
matter]
4. Pursuant to Government Code Section 54957.6 (a) –
Conference with Labor Negotiator regarding Unrepresented Employee
Agency designated representatives: Interim City Manager Julio Morales and
City Attorney Isabel Birrueta
Title of Position Subject to Negotiation: Interim Finance Director
5. Pursuant to Government Code Section 54957.6(a) –
Conference with Labor Negotiator Regarding Represented Employees
City’s Designated Representative(s) for Negotiations: Julio Morales, Interim
City Manager
Employee Organization: General Employees Association, Non Represented,
Police Management Association, Police Officer’s Association
6. Pursuant to California Government Code Sections 54956.9(d)(2) and
54956.9(e)(2) – Conference with Legal Counsel to Discuss Matter Involving
Potential Litigation and/or Significant Exposure to Litigation – [One (1)
potential matter]

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

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

1. **Approve the Regular City Council Meeting Minutes held Monday, November 17, 2014**

FINANCE

2. **Approve Accounts Payable and Payroll Warrants dated December 1, 2014**

CONSENT CALENDAR (continued)

POLICE

3. Approve Amendment to the Agreement with Rice/Englander & Associates for Legislative Support Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve amendment to the agreement with Rice/Englander & Associates for legislative support services; and
2. Authorize the Interim City Manager to execute the amendment.

PARKS AND RECREATION

4. Approve Resolution Approving the Application for Grant Funds from the State of California Department of Resources Recycling and Recovery for the Resurfacing of the Salt Lake Park Playground

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-62, Approving the Application for Grant Funds from the State of California Department of Resources Recycling and Recovery under its Tire-Derived Product Grant Program for the Resurfacing of the Salt Lake Park Playground.

PUBLIC WORKS

5. Approve First Amendment to the Memorandum of Understanding (MOU) with the Los Angeles River Upper Reach 2 (LAR UR2) Sub Watershed

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute a First Amendment to the Memorandum of Understanding (MOU) between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District for administration and cost sharing to prepare and implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 Municipal Separate Storm Sewer System (MS4 Permit).

CONSENT CALENDAR (continued)

6. Authorize and Approve Agreements to Provide Trash Collection on Pacific Blvd. and Catch Basin Maintenance Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize hiring four part-time Public Works employees to provide steam cleaning, vacuuming, and bus shelter maintenance services on Pacific Blvd; and
2. Approve United Pacific Waste to provide sidewalk trash receptacle collection services on Pacific Blvd; and
3. Approve Nationwide Environmental Services to provide catch basin cleaning services;and
4. Authorize the Interim City Manager to execute the amendments to the UPW and Nationwide contracts to provide trash collection and catch basin maintenance services; and
5. Authorize purchase of 10 Big Belly trash and recycling containers using AB 939 monies not-to-exceed \$25,000.

END OF CONSENT CALENDAR

REGULAR AGENDA

PARKS AND RECREATION

7. HP Spartans Request for Use and Facility Fee Waiver for Salt Lake Park Ball Diamonds for Youth Baseball Tournament

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review HP Spartans Special Event Park Use and Facility Fee Waiver Application for the use of the Salt Lake Park ball diamonds for a three-day baseball tournament; and
2. Approve and issue permit for the use of the Salt Lake Park ball diamonds for the HP Spartan's baseball tournament, as required per the City's municipal code for activities in public places; and
3. Consider waiving the non-budget impact facility use fees in the amount of \$1312.70.

REGULAR AGENDA (continued)

8. Use of Air Quality Management District (AQMD) Funds to Lease & Purchase Zero-Emission Vehicles

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the use of AQMD funds to lease and purchase four Zero-Emission Vehicles.

9. Approve Use of Public Art Funds for Additional Holiday Decorations

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve use of funding from City Art Fund for purchase of additional holiday decorations for Pacific Blvd.

CITY MANAGER

10. Consideration of Approval of Appointment of Interim City Manager Candidate and Related Ratification and Final Action to Approve Employment Agreement for Interim City Manager Pursuant to Government Code Section 53262

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the employment agreement with Donald R. Powell for Interim City Manager; and
2. Authorize the Mayor to execute the amendment.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Mayor Rosa E. Perez

Vice Mayor Karina Macias

Council Member Ofelia Hernandez

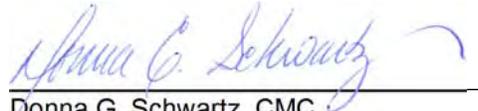
Council Member Valentin Palos Amezquita

Council Member Mario Gomez

ADJOURNMENT

NEXT REGULAR MEETING OF THE CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, December 15, 2014 AT 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov on the 26th of November, 2014.



Donna G. Schwartz, CMC
Interim City Clerk

MINUTES
Regular Meeting of the
City of Huntington Park City Council
Monday, November 17, 2014

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:10 p.m. on Monday, November 17, 2014, in the Council Chamber of City Hall at 6550 Miles Avenue, Huntington Park, California; Mayor Rosa Perez presiding.

ROLL CALL

Present: Mayor Rosa E. Perez; Vice Mayor Karina Macias and Council Members Ofelia Hernandez, Valentin Palos Amezcuita and Mario Gomez. Other City Officials and employees: Danny Bueno, Assistant to the City Manager, Isabel Birrueta, City Attorney, Jorge Cisneros, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Annie Ruiz, Acting Finance Director, Housing and Community Development Manager and Donna Schwartz, Interim City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jose Alcaraz, 5th grade student from AMLA School.

INVOCATION

The invocation was led by Mayor Perez.

PRESENTATIONS AND ANNOUNCEMENTS

Recognition of Council's "Immigrant of the Year" were as follows:

- ❖ Council Member Gomez recognized his wife Mrs. Estella Gomez
- ❖ Council Member Amezcuita recognized Mr. Rodolfo Cruz
- ❖ Council Member Hernandez recognized Ms. Martha Duarte
- ❖ Vice Mayor Macias recognized Mr. Diego Sepulveda
- ❖ Mayor Perez recognized Mrs. Elise Lopez

At 6:45 p.m. Mayor Perez called for a **RECESS**, Council concurred.

At 7:00 p.m. Mayor Perez **RECONVENED** the meeting back into open session with all Council Members present.

PRESENTATIONS AND ANNOUNCEMENTS (continued)

Christina Dixon Staff Analysis, Public Works Department and Cristina Basurto, representative of Tree People, presented a PowerPoint on the Tree People's Annual Tree Program

Council presented Certificates of Recognition to Winners of the Huntington Park Library's Bookmark Contest:

Alejandro Basulto, Grade 2
Noah Grey, Grade 3
Judith Garcia, Grade 6

Council presented Certificates of Appreciation to the following:

Gloria Enciso and Francisco Gonzalez of "Northgate Markets"
Esmelinda Vaquero of "Dos Toros Market"
Francisco Alvarez of "Superior Grocers"

PUBLIC COMMENT

City Attorney Birrueta announced to the public the rules for public comment by citing government code section 54954.3.

1. Balle Machuca, resident, commended and thanked Council on their efforts in addressing the parking issue in the City.
2. Andy Molina, resident, stated that the Cosecha Harvest Ball Event on November 11, 2014 was a success and thanked Council and Chief of Police for attending. He acknowledge the support of Huntington Park Chamber of Commerce and that Southeast Churches and Chamber's Coordinating Council (subcommittee) will be distributing turkeys Tuesday, November 25, 2014 at the Community Center and invited Council to attend.
3. Antonio Padilla, resident, voiced concern regarding a road block that was in the area of his home last week.
4. Sandra Orozco, resident of Maywood, spoke in regards to the Veteran's Day ceremony and receiving a flag presented to her in memory of her father. She also spoke in support of Nick the Greek acknowledging he is the founder of Immigrants Day.
5. Lety Martinez, Huntington Park Chamber of Commerce, thanked Chief of Police for his attendance at the "Meet the Chief" meet and greet. She announced the Chamber's 64th Annual Huntington Park Fabulous Holiday Christmas Lane Parade on Saturday, November 22nd at 6 p.m. and invited all families to attend.

PUBLIC COMMENT (continued)

6. Betty Retama, resident, noted the Mayor's absence from an event held by Mr. Ioannidis. She commented on the lights on Pacific Boulevard staying on during the day and all night.

City Attorney Birrueta reiterated the rules for public comment.

7. Nick Ioannidis, resident, thanked council for recognizing him as the founder of "Immigrant of the year." He announced he received recognition for "Father of the Nation" from the United Nation and mentioned his support of making the city better.
8. Pedro Aguilar, resident, voiced concern with speeding cars on Santa Ana Street.
9. Alex Reynoso, resident, spoke in regards to the City moving forward and funds allocated to new city signs, holiday lights, businesses closing, and support of community programs.
10. Mary Alice Sedillo, resident, thanked Chief Cisneros for meeting with the public noting it was a success and spoke in support of Alex Reynoso and his involvement in the community.
11. Richard Santillan, resident, mentioned he had moved two years ago because of the level of crime in the past and now that he has returned he has noticed crime has been down and noted the support he received from Alex Reynoso with regards to his non-profit organization.
12. Francisco, Rivera, resident, concerned with illegal posting of flyers in the city and presented flyers he had taken down and gave to Mr. Bueno the Assistant to the City Manager.
13. Rodolfo, Cruz, resident, Thanked Council for being recognized for "Immigrant of the Year," spoke in support of Nick Ioannidis, the need for more public safety in the city and the high rent to old timers on Rugby.
14. Maximino Correa, resident of Maywood, voiced concern with residents receiving parking tickets at the school on Corona while dropping off their children.

Chief of Police Cisneros stated that the Los Angeles Unified School District has their own parking enforcement officers etc.....*audio went out during the next few minutes*. He encouraged the public to look closely at the ticket to what agency gave them the ticket.

STAFF RESPONSE

Police Chief Cisneros responded to the following:

Comment regarding road block – Chief Cisneros explained that the road block was due to police activity during that time.

Comment regarding more public safety – Chief Cisneros explained that 64% of personnel are attached to patrol services another 16% deal with gangs and narcotics.

Comment regarding crime – Chief Cisneros stated that the City of Huntington Park works well with the neighboring cities police and sheriff departments.

Assistant to the City Manager Bueno responded to the following:

Comment regarding the funds and issue of lights on Pacific Boulevard – Mr. Bueno explained that the funds to purchase the lights were restricted funds and that the lights are not on during the day only at night, the lights are LED lights and are highly energy efficient and that the city has seen less than a 5 % increase in electric cost.

Comment regarding fund for new city signs – Mr. Bueno explained that the funds to purchase the new city signs were also restricted funds.

Mayor Perez responded to the following:

Comment regarding her absence at an event – Mayor Perez explained that her work schedule only allows her to attend events after 5:00 p.m. the event mentioned was before 5:00 p.m. and that she has used vacation time to attend the local schools to visit the kids for special programs.

Council Member Amezcuita asked staff to clarify the comment regarding high rent to old timers. Housing and Community Development Manager Acosta explained the State funding and requirements.

At this point council discussed at length the housing program requirements with regards to rent allocation and housing.

Housing and Community Development Manager Acosta explained the process and requirements.

City Attorney again reiterated the rules during public comment noting that during this time comments should be about city business, items on the agenda and items within the city's jurisdiction that it is not a forum to attack individual Council Members but to address the Council as a whole nor to discuss political candidates. She stated that these rules are mandated by government codes and the city's municipal code but that Council can so choose to change the Muni Code if they wish.

At 8:28 p.m. Mayor Perez recessed to closed session

CLOSED SESSION

1. Pursuant to Government Code Section 54956.9(d)(1) –
Conference with Legal Counsel to Discuss Existing Litigation
Case Name: *City of Huntington Park v. Watanabe, et al.*
Case No. 34-2013-80001678 (Superior Court, County of Sacramento)

2. Pursuant to California Government Code Sections 54956.9(d)(2) and 54956.9(e)(2) –
Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter]
3. Pursuant to Government Code Section 54957(b)(1) –
Public Employee Employment and Appointment
Name of Position Under Consideration: Interim City Manager

At 9:05 p.m. Mayor reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Birrueta announced that direction was given no action taken.

CONSENT CALENDAR

Motion was made by Council Member Gomez to approve consent calendar items, and approve the reading by title of all ordinances and resolutions, seconded by Council Member Hernandez. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

OFFICE OF THE CITY CLERK

1. Approved Minutes of the following City Council Meetings:

- 1-1 Regular City Council Meeting held Monday, October 20, 2014; and
- 1-2 Regular City Council Meeting held Monday, November 3, 2014

FINANCE

2. Approved Accounts Payable and Payroll Warrants dated November 17, 2014

PUBLIC WORKS

3. Authorize the Interim City Manager to execute an agreement with the Gateway Water Management Authority to receive a 2014 Integrated Regional Water Management Drought grant (IRWM) in the amount of \$132,684 for the Miles Avenue Well Site Nitrate Blending Project.

CITY MANAGER

4. Adopted the following Resolutions Regarding Paying and Reporting the Value of Employer Paid Member Contributions for Non-Represented Employees and Police Management Association:
 1. Adopted Resolution No. 2014-56, Electing to Implement Government Code Section 20636(c)(4) Pursuant to 20691, Paying and Reporting the Value of Employer Payment of Member Contributions with Respect to the Police Management Association;
 2. Adopted Resolution No. 2014-57, Electing to Implement Government Code Section 20636(c)(4) Pursuant to 20691, Paying and Reporting the Value of Employer Payment of Member Contributions with Respect to the Police Management Association and Repealing Resolution No. 2014-56;
 3. Adopted Resolution No. 2014-58, Electing to Implement Government Code Section 20636(c)(4) Pursuant to 20691, Paying and Reporting the Value of Employer Payment of Member Contributions with Respect to the Police Management Association and Repealing Resolution No. 2014-57;
 4. Adopted Resolution No. 2014-59, Electing to Implement Government Code Section 20636(c)(4) Pursuant to 20691, Paying and Reporting the Value of Employer Payment of Member Contributions with Respect to the Non Represented Unit;
 5. Adopted Resolution No. 2014-60, Electing to Implement Government Code Section 20636(c)(4) Pursuant to 20691, Paying and Reporting the Value of Employer Payment of Member Contributions with Respect to the Non Represented Unit and Repealing Resolution No. 2014-59; and
 6. Adopted Resolution No. 2014-61, Electing to Implement Government Code Section 20636(c)(4) Pursuant to 20691, Paying and Reporting the Value of Employer Payment of Member Contributions with Respect to the Non Represented Unit and Repealing Resolution No. 2014-60.
5. Authorized Use of \$5,000 of Art in Public Places Funds to Support Holiday Store Front Display Contest along Pacific Boulevard

END OF CONSENT CALENDAR

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita, invited the public to attend the Chamber's Annual Holiday Parade and encouraged shopping while in attendance. Mr. Amezquita stated that previous attorneys have allowed the public to speak freely even if its speaking of an individual council member and feels that during public comment the public should have the right to discuss anything even mentioning support of those who are very involved with the community and would like to review the City's Municipal Code.

City Attorney Birrueta stated that speaking on city jurisdiction items is from government code and that this is across the board with all cities. The item of not speaking of an individual council member comes from the City of Huntington Park's Municipal Code each City is different but as a City Attorney for Huntington Park I am enforcing what is written in the City's Code but the City is free to change anything in their Municipal Code. Comments regarding campaigning has not been tested by the courts consensus of attorney's across the state is it should be limited to city business but some City's do allow the public to speak on anything for risk of violating first rights amendments but other cities stick to what is according to the government code.

Council Member Gomez noted that others make comments about others supporting the community but others invite Council to events.

Mayor Perez stated that council allows the public to speak about their support in the community but to campaign is something that should be done in a forum and feels it shouldn't be done during a council meeting

Council Member Mario Gomez, also noted that some City's hold forums for prospective Candidates to allow questions and answers from the public but feels it shouldn't be done at the council meetings. He thanked the public for attending tonight's Council meeting.

Vice Mayor Karina Macias, thanked the public for attending tonight's Council meeting would like the public to know that there is no fee during the Chamber of Commerce "Meet the Chief" program.

Police Chief Cisneros stated he knows nothing about donations with regards to the "Meet the Chief" program.

Mayor Peres requested staff look into the donations being asked for.

Council Member Ofelia Hernandez, also thanked the public for attending tonight's meeting and acknowledged those who were awarded "Immigrant of the Year" and staff for all their support.

Mayor Rosa E. Perez, thanked the public for attending tonight's meeting.

ADJOURNMENT

At 9:20 pm Mayor Perez adjourned the meeting to the next Regular Meeting of the City of Huntington Park City Council on Monday, December 1, 2014 at 6:00 pm.

Respectfully submitted,

Donna G. Schwartz, CMC
Interim City Clerk

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
AAA ELECTRICAL SUPPLY INC	10646200	535-8016-431.61-45	ELECTRICAL DEPT	98.10	N
	10651500	535-8016-431.61-45	ELECTRICAL DEPT	145.32	N
				243.42	
ABC BATTERY	92644	741-8060-431.43-20	GEM CAR #215 BATTERIES	1,060.14	N
	92666	741-8060-431.43-20	GEM CAR #216 BATTERIES	1,060.14	N
				2,120.28	
ADAMSON POLICE PRODUCTS	157130	741-8060-431.43-20	PD CAR REPAIR-POWER TAMER	790.66	N
				790.66	
ADMINISTRATIVE SERVICES COOP, INC.	10/31/14	219-0250-431.56-45	FIESTA TAXI - OCT 2014	71,774.84	N
	10/31/14	219-0250-431.56-45	ADMIN FEES	6,791.88	N
	10/31/14	219-0250-431.56-45	PER TRIP FEE	3,856.00	N
	10/31/14	219-0250-431.56-45	NEW CARDS FEE	190.00	N
	10/31/14	219-0000-340.10-00	CO-PAID PER TRIP AUG 2014	-3,856.00	N
				78,756.72	
ADVANCED INC	14841	111-6022-451.56-41	NOV 14 JANITORIAL SRVCS	5,776.16	N
	14841	111-7020-421.56-41	NOV 14 JANITORIAL SRVCS	3,675.44	N
	14841	111-8022-419.56-41	NOV 14 JANITORIAL SRVCS	2,107.97	N
	14841	111-8020-431.56-41	NOV 14 JANITORIAL SRVCS	341.68	N
				11,901.25	
AFSCME COUNCIL 36	PPE 11/23/14	802-0000-217.60-10	PAYROLL SUMMARY	664.20	Y
				664.20	
ALL CITY MANAGEMENT SERVICES	37056	111-7022-421.56-41	CROSSING GUARD SERVICES	5,186.14	N
				5,186.14	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
ALVAKA NETWORKS	153507SA	111-7010-421.56-41	ONSITE NETWORK SERVICES	900.00	N
	153486NP	111-7010-421.56-41	ONSITE NETWORK SERVICES	697.50	N
				1,597.50	
AMERICAN FAMILY LIFE ASSURANCE	PPE 11/23/14	802-0000-217.50-40	PAYROLL SUMMARY	106.58	Y
				106.58	
ARROWHEAD MOUNTAIN SPRING WATER CO.	04K0030358998	111-5010-419.61-20	10/13-11/12/14 WATER DLVR	74.12	N
	04K0030225171	111-3010-415.61-20	WATER DELIVERY - FINANCE	101.69	N
				175.81	
ARROYO BACKGROUND INVESTIGATIONS	496	111-7010-421.56-41	BACKGROUND CHECK	800.00	N
				800.00	
ASPHALT FABRIC & ENGINEERING, INC.	9831-RET	212-6010-451.73-10	SLP ARTIFICIAL TURF PRJCT	23,223.15	Y
				23,223.15	
AT&T	5903540	111-9010-419.53-10	ACCT # 323-584-8719-427	32.24	N
	5898538	111-9010-419.53-10	ACCT # 323-585-6595-912	16.72	N
	5907518	111-9010-419.53-10	ACCT # 323-588-2657-606	15.95	N
	5907520	111-9010-419.53-10	ACCT # 323-588-4577-827	15.66	N
	5881889	111-7010-421.53-10	ACCT # 323-582-1531-500	403.21	N
	5881890	111-7010-421.53-10	ACCT # 323-582-1602-448	15.25	N
	5903541	111-7010-421.53-10	ACCT # 323-587-1150-862	17.96	N
	5903544	111-7010-421.53-10	ACCT # 323-587-5211-498	298.45	N
				815.44	
AT&T MOBILITY	X11142014	111-9010-419.53-10	ACCT # 832433777	1,148.88	N
	X11142014	111-7010-421.53-10	ACCT # 993625860	2,852.42	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				4,001.30	
AT&T PAYMENT CENTER	11/7-12/6/14	111-9010-419.53-10	ACCT # 337-841-4284-3333	31.82	N
	11/7-12/6/14	111-9010-419.53-10	ACCT # 337-841-4285-3332	31.82	N
	11/7-12/6/14	111-9010-419.53-10	ACCT # 337-841-4286-3331	31.82	N
	11/7-12/6/14	111-9010-419.53-10	ACCT # 337-841-4287-3330	31.82	N
	11/7-12/6/14	111-9010-419.53-10	ACCT # 337-841-4288-3339	96.80	N
	11/7-12/6/14	111-9010-419.53-10	ACCT # 337-841-4289-3338	186.86	N
	11/7-12/6/14	111-9010-419.53-10	ACCT # 337-841-4292-3333	77.38	N
	10/7-11/6/14	111-7010-421.53-10	ACCT # 065-101-2843-7813	299.69	N
	11/7-12/6/14	111-7010-421.53-10	ACCT # 335-266-3215-8205	63.38	N
				851.39	
AY NURSERY INC.	83500	535-6090-452.61-20	TREES	118.72	N
	83581	215-6090-451.61-20	SIX TREES	1,929.30	N
	83582	215-6090-451.61-20	SIX TREES	1,940.20	N
	83583	215-6090-451.61-20	SUPPLIES FOR TREE	446.38	N
				4,434.60	
BENEFIT ADMINISTRATION CORPORATION	6025746-IN	111-0230-413.56-41	ADMIN FEES - OCT 14	50.00	N
				50.00	
BENJAMIN BAIRES	16733-24148	681-0000-228.70-00	WATER FINAL BILL REFUND	95.98	N
				95.98	
BPS TACTICAL INC	14041500	111-7030-421.61-34	TACTICAL VEST COVER	410.93	N
				410.93	
CAL STATE SITE SERVICES INC	RC48369	272-9710-465.57-34	FENCE RENTAL-CARMELITA	168.18	N
				168.18	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 10/26/2014	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	35,658.50	N
	PPE 10/26/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	24,459.99	N
	PPE 10/26/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	68,345.77	N
	PPE 10/12/2014	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	36,400.85	N
	PPE 10/12/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	24,242.72	N
	PPE 10/12/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	68,054.36	N
	PPE 11/09/2014	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	39,195.35	N
	PPE 11/09/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	25,348.67	N
	PPE 11/09/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	76,927.01	N
	PPE 11/09/2014	216-0230-413.23-00	EMPLOYEE RETIREMENT BENEF	100.00	N
	PPE 11/09/2014	216-0230-413.24-00	EMPLOYEE RETIREMENT BENEF	100.00	N
					398,833.22
CALIFORNIA CUSTOM WOODWORKING	80514	111-7045-421.61-20	DOOR REPAIR	475.00	N
				475.00	
CALPERS	1609	746-0213-413.52-30	DEC 14 HEALTH PREMIUM	157,449.40	N
	1609	746-0213-413.56-41	DEC 14 ADMIN FEES	476.34	N
	1609	217-0230-413.28-00	DEC 14 HEALTH PREMIUM	117,543.29	N
	1609	217-0230-413.56-41	DEC 14 ADMIN FEE	476.34	N
				275,945.37	
CANON	14344431	111-3011-419.43-05	PRINTER MAINTNCE SERVICES	332.02	N
	14344431	681-3022-415.43-05	PRINTER MAINTNCE SERVICES	332.02	N
				664.04	
CARLOS GOMEZ	7	745-9030-413.56-41	EMPLOYEE WELLNESS PROGRAM	275.00	Y
				275.00	
CDW GOVERNMENT, INC.	QL82173	111-7010-421.61-20	LOGI WIRELESS MK710 D9	164.09	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				164.09	
CECILIA RUBALCAVA	50148/50199	111-0000-347.60-00	THEATER TRIP - REFUND	33.00	N
				33.00	
CENTRAL BASIN MWD	HP-OCT14	681-8030-461.41-00	WATER SERVICE CHARGE	152,612.88	N
				152,612.88	
CITY OF H.P. PETTY CASH - FINANCE	10/20/14	111-0110-411.66-05	CITY COUNCIL MEETING FOOD	130.75	N
	11/17/14	111-0110-411.66-05	CAKE IMMIGRANTS OF THE YR	38.00	N
	11/17/14	111-0110-411.66-05	FOOD COUNCIL MTNG 11/17	25.00	N
	11/17/14	111-0110-411.66-05	CITY COUNCIL MTNG 11/17	17.44	N
	10/05/14	111-0110-411.66-05	BATTERIES & DRINKS ADMIN	23.95	N
	10/05/14	111-0210-413.64-00	BATTERIES & DRINKS ADMIN	23.94	N
	10/14/14	111-0210-413.64-00	SNACKS F/ DEPT MEETING	6.37	N
	10/08/14	111-3010-415.61-20	SNACKS F/ DEPT MEETING	20.00	N
	10/22/14	111-0210-413.61-20	CAKE	49.96	N
	9/21/14	111-0230-413.61-20	AAA BATTERIES HR DEPT	4.09	N
	10/29/14	111-0230-413.61-20	LUNCH - PERMIT TECH BOARD	69.95	N
	10/28/14	111-0230-413.61-20	LUNCH - PERMIT TECH BOARD	14.32	N
	11/6/14	111-0230-413.61-20	LUNCH - PRKG ENFMNT BOARD	80.00	N
	11/5/14	111-0230-413.61-20	LUNCH - PRKG ENFMNT BOARD	10.28	N
	10/29/14	111-3010-415.61-20	PRIORITY MAIL CHARGE	22.69	N
	11/12/14	239-5060-463.61-20	REFRESHMENTS - MEETING	14.00	N
				550.74	
CITY OF HUNTINGTON PARK - STANDARD	PPE 11/23/14	802-0000-217.50-70	PAYROLL SUMMARY	956.29	N
				956.29	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 11/23/14	802-0000-217.30-30	PAYROLL SUMMARY	411.83	Y

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				411.83	
CITY OF HUNTINGTON PARK GEA	PPE 11/23/14	802-0000-217.60-10	PAYROLL SUMMARY	135.45	Y
				135.45	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 11/23/14	802-0000-217.60-50	PAYROLL SUMMARY	160.50	N
				160.50	
CIVIC PLUS	151842	111-9010-419.56-41	JAN 15 MONTHLY FEE	83.33	N
				83.33	
CLINICAL LAB OF SAN BERNARDINO, INC	939479	681-8030-461.56-41	OCT 14 WATER SAMPLE TEST	651.00	N
				651.00	
CNOA	11/21/14	111-7010-421.59-20	REGISTRATION-M.FUENTES	75.00	N
				75.00	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 11/23/14	802-0000-217.50-40	PAYROLL SUMMARY	1,937.69	Y
				1,937.69	
COMMONWEALTH LAND TITLE COMPANY	698435	222-4010-431.56-63	SEARCH AND EXAM FEES	750.00	N
				750.00	
COMPUTERIZED FLEET ANALYSIS, INC.	12676	741-8060-431.43-20	CFA WIN7 BASIC SERVICE	695.00	N
				695.00	
CONSOLIDATED DISPOSAL SERVICE	FY2013-2014	111-0000-222.75-00	PASS THROUGH PAYMENT	37,836.54	Y
	FY2013-2014	111-0000-222.75-00	PASS THROUGH PAYMENT	49,448.93	Y
				87,285.47	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
COUNTY OF LOS ANGELES	11/24/14	681-8030-461.64-00	FEE FILING NOTICE OF EXCP	75.00	Y
				75.00	
CRISTANDO HOUSE INC	12/10/14	111-7010-421.59-30	REGISTRATION-S. WILLIAMS	100.00	N
	12/09/14	111-7010-421.59-30	REGISTRATION-S. WILLIAMS	100.00	N
	12/08/14	111-7010-421.59-30	REGISTRATION-S. WILLIAMS	100.00	N
	12/08/14	111-7010-421.59-30	REGISTRATION-J. RAMOS	100.00	N
				400.00	
DANIEL RODRIGUEZ	DEC 2014	111-7022-421.16-20	UNIFORM ALLOWANCE-DEC 14	550.00	N
				550.00	
DAPEER, ROSENBLIT & LITVAK	9147	111-0220-411.32-20	POLICE DEPT MATTERS	16,046.63	N
	9148	239-7055-424.32-50	GENERAL CODE ENFORCEMENT	3,052.51	N
	9144	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	7,148.90	N
	9146	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	4,399.79	N
	9145	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	2,950.10	N
	9246	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	1,149.10	N
	9247	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	1,240.50	N
	9248	239-7055-424.32-50	SPECIALIZED LEGAL SERVICE	8,551.31	N
	9249	239-7055-424.32-50	SPECIALIZED LEGAL SERVICE	9,048.00	N
	9250	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	157.50	N
	9251	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	7,935.50	N
	9252	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	6,252.09	N
	9253	239-7055-424.32-50	SPECIALIZED LEGAL SERVICE	7,283.79	N
				75,215.72	
DARRYL INOUYE	DEC 2014	111-7022-421.16-20	UNIFORM ALLOWANCE-DEC 14	550.00	N
				550.00	
DATA TICKET INC.	56732	111-7065-441.56-41	ANIMAL ENFRMNT CITE PROC	25.00	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				25.00	
DATAPROSE, INC.	DP1402942	681-3022-415.53-20	WATER BILLING POSTAGE	1,728.18	N
	DP1402942	681-3022-415.56-41	WATER BILLING	1,186.14	N
				2,914.32	
DE LAGE LANDEN	43467501	111-9010-419.61-20	NOV 14 PAYMENT	1,485.57	N
				1,485.57	
DEKRA-LITE INDUSTRIES, INC.	35266-B	232-5010-419.73-10	40' CLASSIC BOW SKYLINE	11,560.42	Y
				11,560.42	
DEPARTMENT OF ANIMAL CARE & CONTROL	OCT-14	111-7065-441.56-41	HOUSING COST OCT 14	10,890.61	N
				10,890.61	
DEPARTMENT OF JUSTICE	063948	111-7030-421.56-41	FINGERPRINTS APPS	364.00	N
				364.00	
DF POLYGRAPH	2014-8	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	175.00	N
				175.00	
DONNA G. SCHWARTZ	105	111-1010-411.56-41	CITY CLERK CNSLTING SRVCS	2,080.00	Y
				2,080.00	
DUNCAN PARKING TECHNOLOGIES	DPT019192	231-7060-421.61-20	AUTOTRAX LIBERTY	391.00	N
				391.00	
ECO & ASSOCIATES INC	2014-2695	272-9710-465.57-34	SOUTHLAND STEEL-PREP PLAN	6,113.99	N
				6,113.99	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
ENRIQUE LOZA	4254	111-0000-228.70-00	OL O/P REFUNDS	10.00	N
				10.00	
ESTELA RAMIREZ	11/5-11/6/14	111-6060-466.33-20	AEROBIC BODY TONING	32.20	N
				32.20	
EVAN BROOKS ASSOCIATES, INC	14011-9	334-4010-431.56-41	TRANSPORTATION - SEP 14	5,000.00	N
				5,000.00	
F&A FEDERAL CREDIT UNION	PPE 11/23/14	802-0000-217.60-40	PAYROLL SUMMARY	20,785.68	N
				20,785.68	
FD HUNTINGTON PARK, PIA LLC	19137-28326	681-0000-228.70-00	WATER FINAL BILL REFUND	154.86	N
	19137-28328	681-0000-228.70-00	WATER FINAL BILL REFUND	134.69	N
	19137-28330	681-0000-228.70-00	WATER FINAL BILL REFUND	178.46	N
				468.01	
FEDERAL LICENSING, INC.	KML951	741-8060-431.43-20	FCC TWO WAY RADIO RENEWAL	119.00	N
				119.00	
FIELDTURF USA, INC.	633183	212-6010-451.73-10	CMAS TURF F/ SALT LAKE PK	16,922.44	Y
				16,922.44	
GARDA CL WEST, INC.	20033619	231-3024-415.33-10	EXCESS ITEMS SERVICE	2.25	N
				2.25	
GUADALUPE ESPINOZA	102	111-6020-451.61-35	SINGING SERVICES CEREMONY	100.00	N
				100.00	
GUADALUPE GONZALEZ	48627/50275	111-0000-228.20-00	DEPOSIT REFUND-HPCC	500.00	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				500.00	
GUILLERMINA LOPEZ	49892/50278	111-0000-347.50-00	CLASS REFUND-PRE BALLET	40.00	N
				40.00	
GUSTAVO HERNANDEZ	7232014	111-6010-451.64-00	FOOD/SUPPLIES/TRAINING	32.06	N
	7232014	111-6030-451.61-35	CEREMONY/RAFFLE PRIZES	20.00	N
	7232014	111-6010-451.61-20	NETWORK COUPLER	9.80	N
	11/10/14	111-6010-451.61-20	FIRST AID ICE	1.62	N
	11/5/14	111-6020-451.61-35	VETERANS DAY SUPPLIES	12.52	N
	11/15/14	111-6030-451.61-35	STAFF TRAINING FOOD	54.50	N
				130.50	
HDL COREN & CONE	20960-IN	111-9010-419.56-41	SERVICE PROPERTY TAX	1,787.50	N
				1,787.50	
HF&H CONSULTANTS, LLC	9712925	112-8026-431.32-70	RFP FOR SW COLL SERVICES	10,349.68	N
				10,349.68	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 11/23/14	802-0000-217.60-10	PAYROLL SUMMARY	65.00	Y
				65.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 11/23/14	802-0000-217.60-10	PAYROLL SUMMARY	4,336.90	Y
				4,336.90	
HYUNDAI MOTOR FINANCE	1210457940	111-0210-413.15-50	CITY CAR LEASE PAYMENT	576.33	N
				576.33	
IBE DIGITAL	32770A1	111-9010-419.61-20	KONICA TONER 1250/1052	12.00	N
	33078A1	111-9010-419.61-20	KONICA C554 CYAN TONER	12.00	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				24.00	
IBETH GARCIA	9/8-9/26/14	111-7010-421.59-20	MILEAGE REIMBURSEMENT	1,042.27	N
				1,042.27	
ITRON, INC.	352307	681-3022-415.56-41	METER READERS SOFTWARE	584.98	N
				584.98	
JERRYS TRANSMISSION SERVICE	38694	741-8060-431.43-20	UNIT #123 TRANSMISSION	1,872.00	N
	38715	741-8060-431.43-20	UNIT #223 TORQUE REPAIR	359.70	N
				2,231.70	
JESSE CASTELLANOS	49969/50274	111-0000-347.50-00	CLASS REFUND-FOLKLORICO	35.00	N
				35.00	
JOHANA REYES	49851/50281	111-0000-347.20-00	SPORTS REFUND-BASKETBALL	60.00	N
				60.00	
JOHN'S PAINT & HARDWARE INC.	3456	111-7022-421.43-20	PLUMBING PARTS	427.42	N
	3457	111-8010-431.61-20	LINE-UP SPRAY PAINT	121.92	N
				549.34	
JORGE CISNEROS	10/9 & 11/13	111-7010-421.64-00	SOUTHEAST CHIEF ASSOC.	34.00	N
				34.00	
JORGE RAMOS	12/8/14	111-7010-421.59-30	MILEAGE REIMBURSEMENT	39.21	N
				39.21	
JOSE HERNANDEZ	2561-21964	681-0000-228.70-00	WATER CREDIT BAL REFUND	20.00	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				20.00	
JOSE PAPIAS	48336/48806	111-0000-228.20-00	REFUND-PEREZ PARK RM C	250.00	N
				250.00	
JOSE ZUNIGA	49739/50290	111-0000-347.20-00	SPORTS REFUND-BASKETBALL	60.00	N
				60.00	
JUAN RODRIGUEZ	49461/50291	111-0000-228.20-00	DEPOSIT REFUND-HPCC	500.00	N
				500.00	
KARINA MACIAS	11/19-11/20/14	111-0110-411.58-19	PER DIEM - NALEO CONFEREN	100.00	Y
				100.00	
KRYSTAL CASTRO	49803/50273	111-0000-347.50-00	CLASS REFUND-BALLET	40.00	N
				40.00	
LA COUNTY SHERIFF'S DEPT	151501ST	111-7022-421.56-41	FOOD SRVCS 10/1-10/31/14	1,427.35	N
				1,427.35	
LACMTA	800059675	219-0250-431.58-50	TAP - 10/1-10/31/14	6,384.00	N
				6,384.00	
LAN WAN ENTERPRISE, INC	51318	111-9010-419.56-64	CONFIGURE LED PRKNG SIGN	480.00	N
	51271	111-9010-419.56-64	IT SRVCS MANTENANC OCT 14	7,000.00	N
				7,480.00	
LAW OFFICES OF CARPENTER & ROTHANS	24303	745-9031-413.32-70	LEGAL SERVICES RENDERED	1,072.29	N
	24465	745-9031-413.32-70	LEGAL SERVICES RENDERED	862.46	N
	24626	745-9031-413.32-70	LEGAL SERVICES RENDERED	1,235.83	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	24776	745-9031-413.32-70	LEGAL SERVICES RENDERED	4,812.50	N
				7,983.08	
LAWRENCE, BEACH, ALLEN & CHOI,PC	50778	745-9031-413.32-70	LEGAL SRVCS RENDERED	3,889.32	N
	50885	745-9031-413.32-70	LEGAL SRVCS RENDERED	6,534.69	N
	50979	745-9031-413.32-70	LEGAL SRVCS RENDERED	1,967.87	N
	51103	745-9031-413.32-70	LEGAL SRVCS RENDERED	2,544.50	N
	51201	745-9031-413.32-70	LEGAL SRVCS RENDERED	5,602.24	N
				20,538.62	
LB JOHNSON HARDWARE CO #1	667485	535-8016-431.61-45	CONDUIT REPAIR MATERIAL	28.85	N
	669006	221-8012-429.61-20	STRAPS FOR SIGN MATERIAL	13.04	N
	669362	741-8060-431.43-20	BELL REDUCER	4.02	N
	669376	741-8060-431.43-20	CAR PARTS	11.27	N
				57.18	
LEONARD GARCIA	10/27/14	111-6020-451.61-35	SENIOR DANCE FOOD SUPPL	150.32	N
				150.32	
LISA MESA	20803	111-7030-421.61-20	CAR IMPOUND REFUND	135.66	N
				135.66	
LOGAN SUPPLY COMPANY, INC.	82813	221-8014-429.61-20	TRAFFIC CNTRLLR BATTERIES	165.61	N
				165.61	
LORRAINE MENDEZ & ASSOCIATES, LLC	145	239-5060-463.56-41	CDBG/HOME ADMIN SRVCS	2,605.89	N
	145	242-5098-463.56-41	CDBG/HOME ADMIN SRVCS	2,210.00	N
				4,815.89	
LOS ANGELES SUPERIOR COURT	DOW 14DO7012	745-9031-413.52-30	SETTLEMENT COURT FEE	85.00	Y

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				85.00	
LYNBERG & WATKINS APC	37779	745-9031-413.32-70	LEGAL SRVCS RENDERED	3,404.40	N
	36872	745-9031-413.32-70	LEGAL SRVCS RENDERED	3,341.90	N
	37093	745-9031-413.32-70	LEGAL SRVCS RENDERED	3,630.79	N
	37477	745-9031-413.32-70	LEGAL SRVCS RENDERED	4,528.45	N
	36870	745-9031-413.32-70	LEGAL SRVCS RENDERED	823.22	N
	37780	745-9031-413.32-70	LEGAL SRVCS RENDERED	5,573.54	N
	36873	745-9031-413.32-70	LEGAL SRVCS RENDERED	132.00	N
	37068	745-9031-413.32-70	LEGAL SRVCS RENDERED	3,126.46	N
	37478	745-9031-413.32-70	LEGAL SRVCS RENDERED	1,994.58	N
	37781	745-9031-413.32-70	LEGAL SRVCS RENDERED	2,256.61	N
	37479	745-9031-413.32-70	LEGAL SRVCS RENDERED	3,051.47	N
	36871	745-9031-413.32-70	LEGAL SRVCS RENDERED	669.38	N
	37778	745-9031-413.32-70	LEGAL SRVCS RENDERED	10,149.43	N
	37066	745-9031-413.32-70	LEGAL SRVCS RENDERED	9,338.54	N
	37476	745-9031-413.32-70	LEGAL SRVCS RENDERED	8,182.16	N
				60,202.93	
MAG SWEEPING, INC.	NOVEMBER 14	111-8010-431.56-41	STREET SWEEPING SERVICES	58,996.88	N
	NOVEMBER 14	220-8070-431.56-41	STREET SWEEPING SERVICES	4,203.33	N
	NOVEMBER 14	220-8010-431.56-41	STREET SWEEPING SERVICES	2,333.33	N
	NOVEMBER 14	231-3024-415.56-41	STREET SWEEPING SERVICES	8,333.33	N
				73,866.87	
MALADY TRUCK PARTS INC.	122192	741-8060-431.43-20	50 AMP C.B. W/BACKET	37.77	N
				37.77	
MANNING & KASS, ELLROD, RAMIREZ,	397921	745-9031-413.32-70	LEGAL SRVCS OCT 14	1,681.50	N
	390865	745-9031-413.32-70	LEGAL SRVCS AUG 14	1,868.27	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				3,549.77	
MARIA ANGELICA ARELLANO	4190	111-0000-322.20-00	PERMIT REFUND-FOAM LETTER	133.92	N
				133.92	
MARIO DIAZ	12/1-12/3/14	111-7010-421.59-20	MILEAGE REIMBURSEMENT	17.21	N
				17.21	
MARISSA E LARIOS	3666611	111-7022-421.61-24	GAS REIMBURSEMENT	40.00	N
				40.00	
MARTHA GALVAN	48792/50276	111-0000-228.20-00	DEPOSIT REFUND-SH	500.00	N
				500.00	
MARTIN & CHAPMAN CO.	2014435	111-1010-411.31-10	NOMINATION DOCUMENTS	109.10	N
	2014466	111-1010-411.31-10	NOMINATION DOCUMENTS	29.26	N
				138.36	
MERCEDES HERRERA	43585	111-0000-347.50-00	CLASS REFUND-PRE BALLET	40.00	N
				40.00	
MICHAEL CHEE	18	111-0210-413.56-41	PIO SUPPORT SEP-OCT 14	3,249.08	N
				3,249.08	
MIGUEL FUENTES	11/21/14	111-7010-421.59-20	MILEAGE REIMBURSEMENT	27.35	N
				27.35	
MISC-ONE TIME VENDORS	12/2/14	111-0230-413.61-20	HOLIDAY LUNCHEON WHITTIER	40.00	N
				40.00	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
MOTOR COP SHOP, INC.	7201	111-7022-421.61-29	MOTOR HELMET	400.00	N
				400.00	
NAPA PARTS WHOLESALE	97931	741-8060-431.43-20	TPMS SEAL KIT (GARAGE)	50.69	N
	97932	741-8060-431.43-20	WIPER BLADES UNIT# 370	28.97	N
	98253	741-8060-431.43-20	GARAGE SUPPLIES	72.21	N
	98346	741-8060-431.43-20	CUT OFF WHEELS/WASHER FLU	44.11	N
	99034	741-8060-431.43-20	TIRE SRVC SUPPLIES KIT	328.13	N
	99094	741-8060-431.43-20	ACCUFIT WIPERS STOCK24&22	234.68	N
	99225	741-8060-431.43-20	ACCUFIT WIPERS STOCK18&20	183.77	N
				942.56	
NATION WIDE RETIREMENT SOLUTIONS	PPE 11/23/14	802-0000-217.40-10	PAYROLL SUMMARY	19,398.08	N
				19,398.08	
NATIONAL ASSOCIATION OF TOWN WATCH	22447	239-7055-424.61-23	NATIONAL NIGHT OUT SUPPLY	1,265.68	N
				1,265.68	
NATIONAL READY MIXED CONCRETE CO.	489211	111-8010-431.61-20	CONCRETE-6913 MILES AVE	595.36	N
	489359	111-8010-431.61-20	CONCRETE-7040 STATE ST	548.92	N
	489492	111-8010-431.61-20	CONCRETE-6915 MILES AVE	566.92	N
	487423	111-8010-431.61-20	FINANCE CHARGES	4.62	N
	491611	111-8010-431.61-20	FINANCE CHARGES	4.62	N
				1,720.44	
NORTHEAST WISCONSIN TECH. COLLEGE	SFT91632	111-7010-421.59-10	TASER CLASS SPRING 14	175.00	N
				175.00	
O'REILLY AUTO PARTS	2959-389796	741-8060-431.43-20	RETURNED PUMP	-51.11	N
	2959-396448	741-8060-431.43-20	BOOKS	403.26	N
	SC01765381	741-8060-431.43-20	LATE CHARGE	2.47	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	2959-419963	741-8060-431.43-20	WHEAL SEAL	6.22	N
	2959-427161	741-8060-431.43-20	MINI LAMP	9.89	N
	SC01787032	741-8060-431.43-20	LATE CHARGE	2.68	N
	SC01805937	741-8060-431.43-20	LATE CHARGE	2.92	N
	SC01824993	741-8060-431.43-20	LATE CHARGE	2.73	N
	2959-468809	741-8060-431.43-20	RETURNED POWER STG PUMP	-27.25	N
	SC01853369	741-8060-431.43-20	LATE CHARGE	1.95	N
	2959-490114	741-8060-431.43-20	ALTERNATOR	-27.25	N
	SC1904605	741-8060-431.43-20	LATE CHARGE	2.10	N
	SC1914439	741-8060-431.43-20	LATE CHARGE	2.76	N
	SC1932889	741-8060-431.43-20	LATE CHARGE	2.10	N
	SC1949817	741-8060-431.43-20	LATE CHARGE	2.10	N
	2959-129433	741-8060-431.43-20	RETURNED HUB/BRG ASSY	-123.60	N
	2959-134859	741-8060-431.43-20	RETURNED BATTERY	-94.36	N
	2959-142428	741-8060-431.43-20	RETURNED POWER PUMP	-28.34	N
	2959-143624	741-8060-431.43-20	RETURNED RACK & PINION	-81.75	N
	EB12803871	741-8060-431.43-20	ON LINE CREDIT	-5.56	N
	2959-168337	741-8060-431.43-20	RETURNED ECM	-76.30	N
	EB52714128	741-8060-431.43-20	EARNED BACK	-6.72	N
	2959-242065	741-8060-431.43-20	AIR FILTER	10.53	N
	2959-242070	741-8060-431.43-20	RETURNED-AIR FILTER	-10.53	N
	2959-242435	741-8060-431.43-20	RETURNED BLOWER RESTR	-27.05	N
	2959-244350	741-8060-431.43-20	RETURNED WHEEL CYCLINGER	-26.32	N
	2959-249177	741-8060-431.43-20	BRAKE ROTOR	107.91	N
	2959-249256	741-8060-431.43-20	RETURNED BRAKE ROTOR	-149.42	N
	2959-263474	741-8060-431.43-20	MASTER CYLINDER	99.51	N
	2959-263506	741-8060-431.43-20	RETURNED-MASTER CYLINDER	-99.51	N
	2959-280986	741-8060-431.43-20	DIELECTRIC & WHITE GREASE	30.48	N
	2959-282887	741-8060-431.43-20	MASTER CYLINDER	99.51	N
	2959-282904	741-8060-431.43-20	MASTER CYLINDER	54.76	N
	2959-282940	741-8060-431.43-20	RETURNED MASTER CYLINDER	-154.27	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	2959-287884	741-8060-431.43-20	ENGINE INTAKE MANIFOLD	325.52	N
	2959-288122	741-8060-431.43-20	RADIATOR FAN ASSEMBLY	187.52	N
	2959-288836	741-8060-431.43-20	BRAKE PADS & AIR FILTER	136.14	N
	2959-290657	741-8060-431.43-20	MOTOR OIL	140.24	N
				643.96	
OLDTIMERS FOUNDATION	1014-142	220-0250-431.56-43	COMBI SHUTTLE SRVC SEP 14	39,501.48	Y
	1014-142	219-0000-340.30-00	PROGRAM INCOME	-7,080.56	Y
	AUG-14	746-0215-413.52-40	VISION PREM ACTIVE EMPL	4,745.36	Y
	DEC-14	746-0215-413.52-40	VISION PREM ACTIVE EMPL	4,543.98	Y
	DEC-14	746-0215-413.52-40	VISION PREM COBRA EMPL	73.36	Y
				41,783.62	
OLIVIER & DOYLE BODY SHOP	10696	741-8060-431.43-20	PAINT JOB UNIT #906	704.58	N
	10703	741-8060-431.43-20	PAINT JOB UNIT #143	1,239.88	N
				1,944.46	
OSCAR RAMIREZ	DOW 14DO7012	745-9031-413.52-30	SETTLEMENT COURT FEE	1,400.00	Y
				1,400.00	
PARKEV KRMOIAN	OCT-14	222-4010-431.73-10	DESIGN OF PLANS & STRUCT.	2,695.80	Y
	OCT-14	222-4010-431.73-10	CALCULATIONS, STAMPING F/	300.00	Y
				2,995.80	
PARS	30204	111-9010-419.56-41	TRUST ADMIN PARS ARS FEES	386.95	N
	30144	217-0230-413.56-41	TRUST ADMIN PARS REP FEES	2,121.80	N
				2,508.75	
PATRICK NIJLAND	12/1-12/3/14	111-7010-421.59-20	MILEAGE REIMBURSEMENT	17.21	N
				17.21	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
PAUL WEINRICH	DEC 2014	111-7022-421.16-20	UNIFORM ALLOWANCE-DEC 14	550.00	N
				550.00	
PEDRO PIERA	21277-7244	681-0000-228.70-00	WATER FINAL BILL REFUND	431.82	N
				431.82	
PENSKE CHEVROLET	170914	741-8060-431.43-20	ABS CONTROL MODUL #132	418.21	N
	170929	741-8060-431.43-20	HOSE'S & VALVE-UNIT #144	160.71	N
				578.92	
PERFORMANCE NURSERY	161640	535-6090-452.61-20	MISCELLANEOUS PLANTS	309.65	N
				309.65	
PIRTEK COMMERCE SOUTH	S1997230.001	741-8060-431.43-20	#207 PRESSURE HOSE	94.56	N
	S2002710.001	741-8060-431.43-20	#351 SPECIAL HOSE	186.87	N
				281.43	
PROPERTY RESTORATION GROUP, LL	21593-25958	681-0000-228.70-00	WATER FINAL BILL REFUND	135.00	N
				135.00	
PRUDENTIAL OVERALL SUPPLY	50667966	111-7010-421.61-20	MAT CLEANING SERVICES	16.85	N
	50666877	111-6010-451.56-41	MAT CLEANING-HPCC	40.58	N
	50666878	111-6010-451.56-41	MAT CLEANING-SLP	74.97	N
				132.40	
PURCHASE POWER	NOV-14	111-7040-421.56-41	POSTAGE/SUPPLIES	519.37	N
				519.37	
REDWOOD TOXICOLOGY LABORATORY INC	9428201410	239-7010-421.59-45	DRUG TESTING	384.75	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				384.75	
RESTAURANT MEXICO '86	3860	111-0000-228.70-00	OL O/P REFUNDS	5.68	N
				5.68	
ROBERTO HERNANDEZ	DEC 2014	111-7022-421.16-20	UNIFORM ALLOWANCE-DEC 14	550.00	N
				550.00	
RONALD S. DAVIS	9/5-9/9/14	111-7010-421.59-20	TRAINING REIMBURSEMENT	390.00	N
				390.00	
RUTAN & TUCKER, LLP	687620	745-9031-413.32-70	LEGAL SERVICES - OSO CASE	3,491.60	Y
	689397	745-9031-413.32-70	LEGAL SERVICES - OSO CASE	12,125.87	Y
	691781	745-9031-413.32-70	LEGAL SERVICES - OSO CASE	2,285.99	Y
	694184	745-9031-413.32-70	LEGAL SERVICES - OSO CASE	6,706.26	Y
	696275	745-9031-413.32-70	LEGAL SERVICES - OSO CASE	3,730.50	Y
	698786	745-9031-413.32-70	LEGAL SERVICES - OSO CASE	1,608.11	Y
	700875	745-9031-413.32-70	LEGAL SERVICES - OSO CASE	1,707.89	Y
	703286	745-9031-413.32-70	LEGAL SERVICES - OSO CASE	3,682.28	Y
	687248	745-9031-413.32-70	LEGAL SRVCS - MRTNZ CASE	452.76	Y
	689396	745-9031-413.32-70	LEGAL SRVCS - MRTNZ CASE	826.14	Y
	691780	745-9031-413.32-70	LEGAL SRVCS - MRTNZ CASE	420.14	Y
	694183	745-9031-413.32-70	LEGAL SRVCS - MRTNZ CASE	396.76	Y
	696274	745-9031-413.32-70	LEGAL SRVCS - MRTNZ CASE	296.00	Y
	698785	745-9031-413.32-70	LEGAL SRVCS - MRTNZ CASE	312.00	Y
	700874	745-9031-413.32-70	LEGAL SRVCS - MRTNZ CASE	64.00	Y
	703281	111-0220-411.32-70	OCT 14 GENERAL LEGAL SRVC	2,772.35	N
	703284	681-8030-461.32-70	10/14 STORMWATER REGULTRY	140.00	N
	703282	681-8030-461.32-70	10/14 WATER ISSUES	220.00	N
	703295	681-8030-461.32-70	10/14 ZOE AVE SINKHOLE	7,829.55	N
	703283	681-8030-461.32-70	10/14 WRD LEGAL SERVICES	2,100.00	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	703289	216-0230-413.32-70	10/14 PROP TAX LITIGATION	780.00	N
	703285	112-8026-431.32-70	10/14 LEGAL SRVCS RFP	2,130.50	N
	703288	112-8026-431.32-70	10/14 TRASH AUDIT (CDS)	500.00	N
	703287	112-8026-431.32-70	10/14 TRASH AUDIT (WM)	1,540.88	N
				56,119.58	
S & S WORLDWIDE, INC.	8351367	239-6060-466.61-20	AFTERSCHOOL REC SUPPLIES	179.84	N
	8351335	239-6060-466.61-20	AFTERSCHOOL REC SUPPLIES	261.58	N
				441.42	
SANCHEZ AWARDS	547	111-0110-411.66-05	5 PLAQUE AWARDS - COUNCIL	445.50	N
				445.50	
SERRATO & ASSOCIATES INC	11/13-11/14/14	111-7010-421.59-30	REGISTRATION-C.LOZANO	225.00	N
	11/20/14	111-7010-421.59-30	REGISTRATION-E.REYES	70.00	N
	11/20/14	111-7010-421.59-30	REGISTRATION-J.RAMOS	70.00	N
				365.00	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2075874	681-8030-461.56-41	STAFF SUPPORT GRAND PRIX	1,872.00	N
				1,872.00	
SINALOA AUTO GLASS	1000382	741-8060-431.43-20	WINDSHIELD FOR UNIT #900	194.99	N
				194.99	
SMART & FINAL	100256	111-6020-451.61-35	VETERANS DAY FOOD SUPPLIE	99.99	N
	113669	111-6020-451.61-35	VETERANS DAY FOOD SUPPLIE	54.39	N
	114481	111-6020-451.61-35	VETERANS DAY FOOD SUPPLIE	32.39	N
	116638	111-6030-451.61-35	YOUTH BASKETBALL SUPPLIES	58.22	N
				244.99	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
SOUTH COAST AIR QUALITY MGMT DISTR.	2769944	272-9710-465.57-34	SOUTHLAND STEEL PROJECT	227.63	N
				227.63	
SOUTHERN CALIFORNIA EDISON	10/3-11/5/2014	111-7020-421.62-10	ACCT# 2-27-682-4422	4,732.35	N
	10/6-11/5/2014	221-8014-429.62-10	ACCT# 2-15-895-7720	73.66	N
	10/2-11/4/2014	231-3024-415.62-10	ACCT# 2-15-735-6825	787.32	N
				5,593.33	
SPARKLETTS	4532412 101614	111-1010-411.61-20	WATER DELIVERY	7.04	N
				7.04	
STANDARD INSURANCE COMPANY	NOVEMBER 2014	802-0000-217.50-70	EMPLOYEE LIFE INSURANCE	2,151.94	N
				2,151.94	
STAPLES ADVANTAGE	8031946876	111-0210-413.61-20	OFFICE SUPPLIES	9.11	N
	8031946876	111-1010-411.61-20	OFFICE SUPPLIES	236.32	N
	8031946876	111-3010-415.61-20	OFFICE SUPPLIES	405.53	N
	8031946876	111-5010-419.61-20	OFFICE SUPPLIES	334.98	N
	8031946876	111-6010-451.61-20	OFFICE SUPPLIES	280.37	N
	8031946876	111-7010-421.61-21	OFFICE SUPPLIES	41.41	N
	8031946876	111-8020-431.61-20	OFFICE SUPPLIES	65.02	N
	8031946876	239-5060-463.61-20	OFFICE SUPPLIES	79.00	N
	8031946876	285-8050-432.61-20	OFFICE SUPPLIES	24.33	N
	8031946876	681-3022-415.61-20	OFFICE SUPPLIES	250.01	N
8031946876	745-0230-413.61-20	OFFICE SUPPLIES	73.02	N	
				1,799.10	
STEPHENSON WILLIAMS	12/9/2014	111-7010-421.59-30	MILEAGE REIMBURSEMENT	39.21	N
	12/10/2014	111-7010-421.59-30	MILEAGE REIMBURSEMENT	39.21	N
	12/8/2014	111-7010-421.59-30	MILEAGE REIMBURSEMENT	39.21	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				117.63	
SUNGARD PUBLIC SECTOR INC.	90442	111-0230-413.43-05	ASP MAINTENANCE SERVICES	642.25	N
	90442	111-3010-415.43-05	ASP MAINTENANCE SERVICES	1,369.16	N
	90442	111-3011-419.43-05	ASP MAINTENANCE SERVICES	3,885.97	N
	90442	111-6010-451.43-05	ASP MAINTENANCE SERVICES	303.24	N
	90442	111-7010-421.43-05	ASP MAINTENANCE SERVICES	117.50	N
	90442	111-9010-419.56-64	ASP MAINTENANCE SERVICES	862.04	N
	90442	219-0250-431.61-20	ASP MAINTENANCE SERVICES	7.40	N
	90442	220-8070-431.61-20	ASP MAINTENANCE SERVICES	8.21	N
	90442	221-8010-431.61-20	ASP MAINTENANCE SERVICES	47.95	N
	90442	231-3024-415.61-20	ASP MAINTENANCE SERVICES	11.25	N
	90442	239-6060-466.61-20	ASP MAINTENANCE SERVICES	25.75	N
	90442	242-5060-463.61-20	ASP MAINTENANCE SERVICES	14.09	N
	90442	283-8040-432.74-10	ASP MAINTENANCE SERVICES	0.62	N
	90442	285-8050-432.61-20	ASP MAINTENANCE SERVICES	3.95	N
	90442	681-3022-415.43-05	ASP MAINTENANCE SERVICES	3,105.88	N
	90442	681-3022-415.74-10	ASP MAINTENANCE SERVICES	16.73	N
90442	741-8060-431.61-20	ASP MAINTENANCE SERVICES	15.82	N	
				10,437.81	
SUNGARD PUBLIC SECTOR USERS GROUP	HNTG2015	111-3011-419.64-00	2015 ANNUAL MEMBER DUES	195.00	N
				195.00	
TASTE OF INDIA	17831	111-0000-228.70-00	OL O/P REFUNDS	7.60	N
				7.60	
TELEPACIFIC COMMUNICATIONS	61460629-0	111-9010-419.53-10	INTERNET SERVICES	1,170.04	Y
	61460629-0	111-7010-421.53-10	INTERNET SERVICES	551.01	Y
				1,721.05	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
THE GAS COMPANY	10/7-11/4/14	111-6022-451.62-10	ACCT# 038-340-0782	32.63	N
	10/9-11/6/14	111-6022-451.62-10	ACCT# 057-261-1221	17.34	N
	10/8-11/5/14	111-8020-431.62-10	ACCT# 128-200-7700	80.63	N
	10/7-11/4/14	111-7020-421.62-10	ACCT# 158-400-4800	423.65	N
	10/8-11/5/14	111-6022-451.62-10	ACCT# 161-800-7700	161.40	N
	10/7-11/4/14	111-8022-419.62-10	ACCT# 162-600-4800	139.69	N
	10/7-11/4/14	111-6022-451.62-10	ACCT# 164-700-4800	127.66	N
	10/8-11/5/14	111-6022-451.62-10	ACCT# 180-797-9760	47.89	N
				1,030.89	
THE GREATER HUNTINGTON PARK AREA	141117	111-0240-466.55-42	CHRISTMAS PARADE CO-SPONS	25,000.00	Y
				25,000.00	
TOMARK SPORTS	96467274	111-6030-451.61-35	YOUTH BASKETBALL BALLS	100.02	N
				100.02	
TYCO INTEGRATED SECURITY	22767509	111-7010-421.56-41	SEP 14 ALARM SERVICES	2,710.88	N
				2,710.88	
U.S. BANK	PPE 11/23/14	802-0000-217.30-20	PAYROLL SUMMARY	1,797.50	Y
	PPE 11/23/14	802-0000-217.30-20	PAYROLL SUMMARY	3,170.79	Y
	PPE 11/23/14	802-0000-218.10-05	PAYROLL SUMMARY	14,244.72	Y
				19,213.01	
U.S. HEALTH WORKS	2596336-CA	111-0230-413.56-41	RANDOM DOT	39.00	N
	2596336-CA	111-0230-413.56-41	RANDOM DOT	39.00	N
	2596336-CA	111-0230-413.56-41	RANDOM DOT	39.00	N
	2602845-CA	111-0230-413.56-41	RANDOM DOT	39.00	N
	2602845-CA	111-0230-413.56-41	RANDOM DOT	39.00	N
				195.00	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
UNIFIED NUTRIMEALS	526	111-6055-451.57-42	YOUTH NUTRITION PROGRAM	878.85	N
				878.85	
UNITED WAY OF GREATER	PPE 11/23/14	802-0000-217.60-20	PAYROLL SUMMARY	15.00	Y
				15.00	
URBAN FUTURES INCORPORATED	210564	272-9710-465.57-34	1994 & 2004 TAB REPORTING	1,850.00	N
				1,850.00	
US BANK	3808810	231-9025-415.56-41	2006 SERIES ADMIN FEE	2,782.50	N
				2,782.50	
US POSTMASTER	W-2014	216-0230-413.32-70	2014 HP NWSLTTR POSTAGE	3,254.20	Y
				3,254.20	
VALENTIN PALOS AMEZQUITA	11/19-11/20/14	111-0110-411.58-20	PER DIEM - NALEO CONFEREN	140.00	Y
				140.00	
VERONICA RAMOS	11/3-11/7/14	111-7010-421.59-10	MILEAGE REIMBURSEMENT	360.64	N
				360.64	
WALTERS WHOLESALE ELECTRIC COMPANY	2084698-00	535-8016-431.61-45	AC DETECTOR	65.29	N
	2084960-00	535-8016-431.61-45	STREET LIGHT SUPPLIES	513.03	N
	2083819-01	535-8016-431.61-45	PHOTO CELLS	141.40	N
				719.72	
WATER REPLENISHMENT DISTRICT OF	SEP 14	681-8030-461.41-00	GROUNDWATER PRODUCTION	80,724.28	N
				80,724.28	
WAXIE SANITARY SUPPLY	74910169	111-7020-421.43-10	JANITORIAL SUPPLIES - PD	302.14	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
12/01/2014

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				302.14	
WELLS FARGO BANK-FIT	PPE 11/23/14	802-0000-217.20-10	PAYROLL SUMMARY	56,003.47	N
				56,003.47	
WELLS FARGO BANK-MEDICARE	PPE 11/23/14	802-0000-217.10-10	PAYROLL SUMMARY	7,428.31	N
				7,428.31	
WELLS FARGO BANK-SIT	PPE 11/23/14	802-0000-217.20-20	PAYROLL SUMMARY	20,914.59	N
				20,914.59	
WEST GOVERNMENT SERVICES	830654999	111-7030-421.56-41	WEST INFO SERVICE	424.92	N
				424.92	
WESTCHESTER MEDICAL GROUP	100226	111-0230-413.56-41	TREADMILL TESTING	200.00	N
				200.00	
				1,815,395.63	



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

December 1, 2014

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

Dear Mayor and Members of the City Council:

APPROVE AMENDMENT TO THE AGREEMENT WITH RICE/ENGLANDER & ASSOCIATES FOR LEGISLATIVE SUPPORT SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve amendment to the agreement with Rice/Englander & Associates for legislative support services
2. Authorize the Interim City Manager to execute the amendment.

BACKGROUND

The previous year, the City led a collaborative legislative effort among 12 Los Angeles County cities to restore \$2.5 million in annual voter-approved pension tax revenues, which had been usurped by the state Department of Finance (DOF). Tony Rice of Rice/Englander & Associates was instrumental in leading this legislative effort in Sacramento, which included securing Sen. Ricardo Lara as the lead author on Assembly Bill 1451. This bill was passed unanimously by the state legislature due to the concerted efforts of Mr. Rice, Sen. Lara's office, labor unions, and other local representatives.

Ultimately, the bill was vetoed by the Governor on the final day. However, in his veto message, the Governor stated that this issue could be resolved in the future as long as it did not impact the state's general fund. We believe that this message signals that the Governor is willing to contemplate a solution. Furthermore, we believe that solution will require that 40 to 50 percent of the Pension Tax be directed towards schools and ERAF, which would make the state whole and redirect the remaining portion (approximately \$1.5 million) to the City per year.

It is the City's intention to pursue resolution of this matter in 2015 through a legislative solution. As such, the City would like to continue to utilize Rice/Englander's legislative support services to assist in achieving this goal.

APPROVE AMENDMENT TO THE AGREEMENT WITH RICE/ENGLANDER & ASSOCIATES
FOR LEGISLATIVE SUPPORT SERVICES

December 1, 2014

Page 2 of 2

FISCAL IMPACT/FINANCING

Rice/Englander will continue to provide legislative support at a rate of \$3,500 per month or \$42,000 per year. The term of this agreement is two years, since it is anticipated that the firm will assist the City on a number of other legislative matters and grant funding opportunities.

The City will share a portion of costs associated with the Pension Tax legislation with other affected cities. To date, the City has received preliminary commitment from the City of Montebello to contribute 20 percent of the fee (\$800/month) for a one year period. The City will seek to find other partners associated with the Pension Tax issue to share in the costs.

**It is important to note that the cities of Inglewood and Compton utilized their own lobbyist during last year's effort.*

Given the importance of this matter and the likely financial gain for minimal expense, the City should proceed with this effort regardless of identifying additional financial partners.

The City's cost should not exceed 80 percent of the total contract amount (\$33,600 per year) and will be paid from the Pension Tax (Fund 215) and, thus, not have a direct General Fund impact. Legislative services for the subsequent year will be borne by the General Fund.

LEGAL AND PROGRAM REQUIREMENTS

The amendment will stipulate that Rice/Englander will provide both legislative support services related to the voter-approved pension tax issue, as well assist in other legislative matters and grant funding opportunities.

CONCLUSION

Commencing in January, Rice/Englander will work with the City to renew our legislative efforts related to the Pension Tax issue.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

- A: First amendment to the agreement with Rice/Englander
- B: Master agreement with Rice/Englander



2014
FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
(Engagement: Government Consulting and Advocacy Services)
(Parties: City of Huntington Park and Rice/Englander & Associates)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of July 1, 2014, by and between the City of Huntington Park, a municipal corporation (hereinafter, "City") and Rice/Englander & Associates (hereinafter, "Consultant") is made and entered into this ___ day of _____ 2014. For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably.

RECITALS

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

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

WHEREAS, the City desires to continue the following additional professional services: government consulting and advocacy services; and

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

WHEREAS, an Amendment is permissible pursuant to Section 8 of Master Agreement, provided that it is in writing and executed by both Parties.

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

1. Section 1 (Term) is amended in its part to read as follows: The term of the Master Agreement is hereby extended for an additional period of one, two (2) year term, commencing from September 1, 2014 and expiring on August 31, 2016 (the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. Section 1.3 (Compensation) of the Master Agreement is hereby amended in part by increasing the amount of the Contract Price of Twenty Four Thousand Five Hundred Dollars (\$24,500), by the sum of Eighty Four Thousand Dollars (\$84,000) to a new total Contract Price sum of One Hundred Eight Thousand Five Dollars (\$108,500).

3. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

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

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

CITY OF HUNTINGTON PARK:

RICE/ENGLANDER & ASSOCIATES

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

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Isabel Birrueta, City Attorney

Date: _____

Attachment “A”
(See attached Master Agreement)

**AGREEMENT
GOVERNMENT CONSULTING
AND
ADVOCACY SERVICES**

This agreement is made and entered into this 3rd day of February, 2014 by and between the CITY OF HUNTINGTON PARK, hereinafter referred to as CLIENT, and Rice/Englander & Associates, hereinafter referred to as CONSULTANT.

The CLIENT and CONSULTANT, for mutual consideration as defined herein, agree to the following terms, services, and conditions:

1. TERM

This agreement is effective commencing February 1, 2014 and expires August 31, 2014.

2. SERVICES

CONSULTANT agrees to perform professional services for CLIENT, as requested by the CLIENT. Specifically, the CLIENT is seeking redress on issues directly affecting the CLIENT as a result of the dissolution of its redevelopment agency. Actions could include regular oral and written updates in progress made in Sacramento, partnering with other similarly affected entities, the sponsorship or co-sponsorship of legislation as well as general guidance and counsel on the best and most efficacious ways to ameliorate the currently untenable situation. In addition to these specific items, the CLIENT may include, but not limited to, the following actions as well:

- a. Reconnaissance of proposed state government actions which may affect CLIENT, to include;
 1. Maintaining an overview of legislative and executive agency activities.
 2. Advising appropriate CLIENT staff on all activities and initiatives determined to be of significance to CLIENT.
 3. Research to adequately provide this function.
- b. Analysis of proposed state legislative and executive agency actions affecting CLIENT.
- c. Consultation with CLIENT on potential implications of issues and alternative responses to state initiatives and participation in CLIENT meetings as scheduled; consultation with CLIENT on any and all activities as requested by CLIENT or as deemed necessary by CONSULTANT.
- d. Development, coordination and execution of CLIENT's advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.
- e. Monitoring all introduced legislative bills for consultation with CLIENT to determine those of interest to CLIENT.

- f. Assisting CLIENT in the development and execution of legislative programs, jointly or separately, for CLIENT.
- g. Primary emphasis shall be given to issues that will provide specific and identifiable benefits to CLIENT.

3. FEES

For the services as outlined herein, and while this Agreement is in effect, CLIENT agrees to pay CONSULTANT \$3,500.00 (three thousand five hundred dollars) per month, payable no later than the 15th of every month for the duration of the contract. CONSULTANT shall be solely responsible for all expenses incurred in connection with the performance of the Agreement.

4. REPORTS OF WORK

- a. CONSULTANT shall submit to CLIENT periodic written reports of work performed to implement CLIENT legislative programs.
- b. CONSULTANT shall provide oral reports as scheduled at the convenience of CLIENT and CONSULTANT.

5. LAWS, RULES, AND REGULATIONS

CONSULTANT shall conduct all affairs on behalf of CLIENT in accordance with all applicable laws and regulations, specifically in conformance with local, state, and federal political reform laws.

- a. CONSULTANT shall be responsible for meeting its legal obligations to file the proper reports as required by the Political Reform Act of 1974 and related statutes. CLIENT shall not be responsible for CONSULTANT's failure to perform.
- b. CLIENT shall be responsible for meeting its legal obligations to file the proper reports as a Lobbyist Employer under the Political Reform Act of 1974, CONSULTANT shall not be liable for CLIENT's failure to so perform.

6. CONFIDENTIALITY

CONSULTANT agrees to maintain in strict confidence all information supplied by CLIENT to CONSULTANT. CONSULTANT will disclose any such information to third parties or use any such information only as authorized by CLIENT. In addition, CONSULTANT will maintain in strict confidence all advice provided to CLIENT.

7. CONFLICT

CONSULTANT agrees that, prior to entering into contract for consultation services with any party, associate, or individual other than CLIENT, CONSULTANT shall meet and confer with CLIENT to discuss the potential of conflict created by such additional contract(s). It is understood, however, that final determination to enter into such contracts shall remain at the discretion of CONSULTANT.

8. MODIFICATION AND TERMINATION OF AGREEMENT

This Agreement may be amended by mutual consent of both CLIENT and CONSULTANT or terminated by either party upon 30 days' written notification to the other party. In the event of termination, CONSULTANT shall be entitled to receive pro-rata compensation for all work performed in a satisfactory manner.

9. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between two independent contractors and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

10. NON-ASSIGNMENT

It is acknowledged and understood the services to be rendered to CLIENT by CONSULTANT hereunder are personal in nature and therefore CONSULTANT may not assign this Agreement, nor may CONSULTANT assign any monies to be received hereunder without the written consent of CLIENT first obtained.

11. DISCRIMINATION

There shall be no discrimination against any employee who is employed in the work covered by this contract or against any application for such employment because of race, color, sex, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: Employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

12. INSURANCE

CONSULTANT shall submit to the **CLIENT** certificates indicating compliance with the following minimum insurance requirements no less than seven (7) days from the beginning of performance under this Agreement:

- a) Workers Compensation Insurance as required by law. **CONSULTANT** shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
- (b) Comprehensive general and automobile liability insurance protecting **CONSULTANT** in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:
- (c) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by **CLIENT**.
- (d) Specify its acts as primary insurance.
- (e) Cover the operations of **CONSULTANT** pursuant to the terms of this Agreement.

13. INDEMNIFICATION

CONSULTANT agrees to hold harmless, indemnify and defend the CLIENT, its employees, agents, and affiliates, for any and all loss or liability of any nature whatsoever, including reasonable attorneys fees and costs of suit, arising out of or in any way connected with CONSULTANT'S negligent or wrongful performance of this agreement

14. ENTIRE AGREEMENT

This Agreement embodies the whole agreement between the parties hereto, and there are not inducements, promises, terms, conditions, or obligations made or entered into by CLIENT or CONSULTANT other than those contained herein.

The foregoing provisions are understood and agreed to by CONSULTANT.

CLIENT

By: 
René Bobadilla, City Manager

Date: 2/25/14

Rice/Englander & Associates

By: 

Date: 3-5-14



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

December 1, 2014

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

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR THE RESURFACING OF THE SALT LAKE PARK PLAYGROUND

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2014-62, Approving the Application for Grant Funds from the State of California Department of Resources Recycling and Recovery under its Tire-Derived Product Grant Program for the Resurfacing of the Salt Lake Park Playground.

BACKGROUND

In 2010, the City received grant funding for the Salt Lake Park Playground Improvement Project, which included the installation of new playground equipment and safety surfacing. Unfortunately, the product used to surface the playground area was inferior and has caused premature cracking and retention of water. As a result, the City is now part of a class action lawsuit filed against the manufacturer of the surfacing product.

To alleviate issues stemming from the faulty playground surfacing, staff has applied for the State of California Department of Resources Recycling and Recovery's Tire-Derived Product (TDP) Grant Program. The TDP grant program provides funding for tire-derived products made from California-generated waste tires that may be used for playground resurfacing projects.

FISCAL IMPACT/FINANCING

There will be no impact to the General Fund as a result of this action. Staff intends to use funding from the State of California Department of Resources Recycling and Recovery Tire-Derived Product (TDP) Grant Program to purchase tire-derived products for the resurfacing of the Salt Lake Park Playground.

LEGAL AND PROGRAM REQUIREMENTS

The State of California Department of Resources Recycling and Recovery requires the City Council to adopt a resolution to apply for the Tire-Derived Product (TDP) Grant Program.

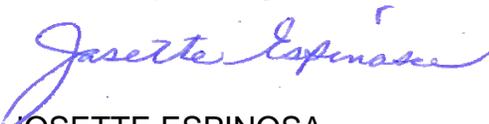
CONCLUSION

Upon City Council approval, staff will execute and submit all grant application documents.

Respectfully submitted,



JULIO MORALES
Interim City Manager



JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENTS

A. Resolution No. 2014-62

Resolution of the City of Huntington Park
Authorizing Submittal of Application(S) For All CalRecycle Grants
For Which City of Huntington Park Is Eligible.

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City of Huntington Park authorizes the submittal of application(s) to CalRecycle for the Tire-Derived Product Grant Program; and

BE IT FURTHER RESOLVED that the City Manager, or **his/her designee** is hereby authorized and empowered to execute in the name of the City of Huntington Park all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED, APPROVED AND ADOPTED this ____ day of December, 2014.

MAYOR, ROSA E. PEREZ

ATTEST:

CITY CLERK

(SEAL)



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 1, 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 FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES RIVER UPPER REACH 2 (LAR UR2) SUB WATERSHED

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to execute a First Amendment to the Memorandum of Understanding (MOU) between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District for administration and cost sharing to prepare and implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 Municipal Separate Storm Sewer System (MS4 Permit).

BACKGROUND

On May 20, 2013, the City Council approved a Memorandum of Understanding formalizing a partnership with seven cities (Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon) and the Los Angeles Floor Control District (LACFCD) collectively referred to as the Los Angeles River Upper Reach 2 (LAR UR2) Sub Watershed Committee and the Los Angeles Gateway Regional Integrated Regional Water Management Joint Powers Authority (the Gateway Water Management Authority, or GWMA) for the purpose of developing a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) required for compliance with the Stormwater (MS4) Permit.

APPROVE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
WITH THE LOS ANGELES RIVER UPPER REACH 2 (LAR UR2) SUB WATERSHED

December 1, 2014

Page 2 of 4

With the approval of the MOU a Request for Proposal for the preparation of a WMP and CIMP was issued and a consultant was selected to undertake their preparation. On June 2, 2014, the City Council reviewed and approved for submittal the WMP and CIMP prepared by CWE. On June 28, 2014, the LAR UR2 WMP and CIMP were submitted to the Los Angeles Regional Water Quality Control Board (LARWQCB) in accordance with the requirements of the MS4 Permit.

At the time the MOU was entered into it was recognized that there would be additional work required to implement the WMP and the CIMP, however, provisions for undertaking such work were not included in the original MOU. This First Amendment provides for the parties to undertake additional services required for the preparation of plans, monitoring, and implementation of the WMP and CIMP, excepting the construction of Regional Projects, and extends the term of the MOU through December 31, 2019.

Implementation costs for plans and monitoring:

The cost for program development, monitoring, and implementation are at best estimates that are subject to refinement as implementation of the Permit progresses. At this time the estimated costs of the WMP and CMP are anticipated to exceed \$300 million over the implementation period that ends in 2037. This First Amendment provides cost sharing formula for implementation of the WMP and CIMP.

The Watershed Permittees and the LACFCD agree to pay for the cost of implementation of a CIMP as follows. The LACFCD will pay five percent of the cost of monitoring. Each Watershed Permittee shall pay an equal one-seventh share of 47.5 percent of the cost of monitoring and each Watershed Permittee shall pay its pro-rata share of 47.5 percent of the cost monitoring at the cost sharing allocation percentage provided in Table 1.

TABLE 1
COST SHARING ALLOCATION FOR 47.5% OF MONITORING COST

Watershed Permittee	Land Area (mi²)	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

The Watershed Permittees and the LACFCD agree to pay for the cost of implementation of the WMP as follows. The LACFCD will pay 10 percent of the cost of special/feasibility studies. Each Watershed Permittee shall pay an equal one-seventh

APPROVE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
WITH THE LOS ANGELES RIVER UPPER REACH 2 (LAR UR2) SUB WATERSHED

December 1, 2014

Page 3 of 4

share of 45 percent of the cost of the studies and each Watershed Permittee shall pay its pro-rata share of 45 percent of the cost of the studies at the cost sharing allocation percentage provided in Table 2.

TABLE 2
COST SHARING ALLOCATION FOR 45% OF WMP COST

Watershed Permittee	Land Area (mi²)	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

The LACFCD agrees to pay its proportional share of costs of preparing and implementing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Share Formulas for an annual not-to-exceed amount of \$100,000. All the remaining non-LACFCD parties agree to pay their proportional share of costs of implementing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Share Formulas for an annual not-to-exceed amount of \$100,000 per year per non-LACFCD party.

FISCAL IMPACT/FINANCING

Implementation of the WMP and CIMP is required for compliance with the Stormwater Permit. The cost of implementation is substantial and as there is no funding provided -- it will need to be considered and included in the City's future annual budgets. Potential sources of outside funding are grants from either the State or the Federal Government. The recent passage of Proposition 1, the Water Bond, offers some opportunities for grant funding from the State, however the extent of such funding will not be fully known until the State develops grant funding guidelines in 2015.

By approving this First Amendment the City agrees to incur up to \$100,000 in annual expenses for the next five years. This is a General Fund expense that is not budgeted this fiscal year but will be budgeted annually through FY 2019-2020. In the event that annual expenses are found to exceed \$100,000 they will require further amendments to the MOU and City Council approval.

CONCLUSION

Upon Council approval, the Interim City Manager will execute the amendment to the MOU with the Los Angeles Gateway Region Integrated Regional Water Management

APPROVE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
WITH THE LOS ANGELES RIVER UPPER REACH 2 (LAR UR2) SUB WATERSHED

December 1, 2014

Page 4 of 4

Joint Powers Authority and the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District for administration and cost sharing to prepare and implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP).

Respectfully submitted,



JULIO F. MORALES
Interim City Manager

ATTACHMENT

A: First Amendment to the Memorandum of Understanding

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,
MAYWOOD, VERNON, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED
MANAGEMENT PROGRAM (“WMP”) and COORDINATED INTEGRATED MONITORING
PROGRAM (“CIMP”) AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175
MUNICIPAL SEPARATE STORM SEWER SYSTEM (“MS4 PERMIT”)**

This **FIRST AMENDMENT** to the memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon (“Cities”), and the Los Angeles County Flood Control District (“LACFC”):

1. Recitals. This **FIRST AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this First Amendment, the term “Watershed Permittees” shall mean the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the “PARTIES”; and

C. On August 19, 2013, the PARTIES entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and Coordinated Integrated Monitoring Program (“CIMP”, collectively the “Plans” as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MOU”); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. The PARTIES now desire to amend the MOU to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-

shareformula for the implementation of the Plans, subject to annual budget approval, in accordance with each PARTY'S cost share allocations set forth in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans") which is attached hereto and made a part hereof; and

F. The Parties have determined that authorizing GWMA to hire a consultant to implement the Plans will be beneficial to the Parties; and

G. The Parties desire to collaboratively prepare a final Scope of Work and Request for Proposals to obtain a consultant to assist the Parties with implementation required by the Plans.

The PARTIES agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-G of Section 1 of this First Amendment, which is set forth in Section 1 of this First Amendment and incorporated herein as though set forth in full.

3. Section 2 of the MOU entitled "Purpose" is hereby amended to read as follows:

"Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services, including but not limited to implementation of the WMP and the CIMP, except for design and construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Los Angeles River Upper Reach 2 ("LAR UR 2") Sub Watershed Committee and as approved by the GWMA. For the purposes of this MOU, the term "regional BMP projects" does not include individual cities' low impact development ("LID") projects, including LID streets or Green Streets projects."

4. Section 3 of the MOU entitled "Cooperation" is hereby amended to read as follows:

"Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU. The Watershed Permittees shall prepare a final Scope of Work and Request for Proposals to seek and hire a consultant to assist the Parties with implementation of the Plans, and GWMA shall assist with soliciting proposals from consultants to implement the Plans and shall administer said consultants' contracts."

5. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until December 31, 2019, unless sooner terminated as provided herein."

6. Section 8 of the MOU entitled "Role of the GWMA" is hereby amended in its entirety to read as follows:

"Section 8. Responsibilities of the Parties.

- a) Responsibilities of the GWMA. The GWMA agrees to: (i) solicit proposals for preparation and implementation of the Plans; (ii) administer the selected consultants' ("Consultants") contracts in accordance with the Scopes of Work prepared by the Watershed Permittees; and (iii) serve as a conduit for paying the Consultants, as approved and funded by the Watershed Permittees.
- b) Responsibilities of the LAR UR 2 Sub Watershed Committee. The LAR UR 2 Sub Watershed Committee agrees to:
 - i. LACFCD Facilities/Mass Emissions Stations. Obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties ("Facilities"), provided the LAR UR 2 Sub Watershed Committee and its Consultants provide written notice 72 hours in advance of entry to LACFCD's Facilities.
 - ii. Supervise Consultants. Supervise the Consultants' preparation and implementation of the Plans.
 - iii. Reports. Submit reports to the Regional Board as described in the Plans and distribute copies of the reports to the Watershed Permittees prior to submittal to the Regional Board for review and comment. The LAR UR 2 Sub Watershed Committee will provide the Watershed Permittees with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within seven (7) business days after receipt from the Consultants. In addition, the LAR UR 2 Sub Watershed Committee will submit to the Watershed Permittees the data used to prepare the reports. This data will be transmitted electronically in a Microsoft Excel format that contains the table structure and syntax agreed upon by the LAR UR 2 Sub Watershed Committee.
- c) Responsibilities of the Los Angeles County Flood Control District ("LACFCD"). LACFCD agrees to:
 - i. LACFCD Mass Emissions Station (MES) Monitoring. Provide available monitoring data from the existing Los Angeles River MES, owned and operated by the LACFCD. Data shall be limited to water column chemistry and aquatic toxicity.
 - ii. Access to LACFCD Facilities/Mass Emissions Stations. To grant access to the LAR UR 2 Sub Watershed Committee and its Consultants to LACFCD Facilities, including LACFCD's Los Angeles River MES, to achieve the

purposes of this MOU, provided the LAR UR 2 Sub Watershed Committee and its CONSULTANT obtain a permit and provide written notice 72 hours in advance of entry to LACFCD's Facilities. Access permits will be issued by the LACFCD at no cost to the Parties and their Consultants. Permits for construction or installation of structures in LACFCD right of way will incur fees to cover the cost of review, inspection, etc. by LACFCD.

d) Responsibilities of the Watershed Permittees. The Watershed Permittees agree to:

- i. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the Consultants that is deemed necessary by the Parties to implement the Plans.
- ii. Access. Each Watershed Permittee will allow reasonable access and entry to the Parties and their Consultants, on an as needed basis during the term of this MOU, to each Watershed Permittee's Facilities to achieve the purposes of this MOU, provided, however, that prior to entering any of the Watershed Permittee's Facilities, the Consultants shall obtain a permit and provide written notice 72 hours in advance of entry from the applicable Watershed Permittee.
- iii. Permit. The Watershed Permittees will make a full-faith effort to work with the Consultants to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each Watershed Permittee's jurisdiction.

7. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

"Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans") for Consultants and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including legal fees ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice

submitted to each Watershed Permittee to cover each Watershed Permittee's share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year by a vote of the GWMA Policy Board.

- c) GWMA shall submit an invoice to each Watershed Permittee upon selection of Consultants reflecting each Watershed Permittee's estimated Proportional Costs of the Consultants' services through the following June 30 or December 31, whichever date is earlier. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LAR UR 2 Sub Watershed Committee for approval. The decision on whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By May 15th of each year, commencing May 15, 2013, the LAR UR 2 Sub Watershed Committee shall submit to GWMA a recommended budget for the following year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the LAR UR 2 Sub Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than December 1 and May 1 of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of the budgeted amount without prior notification to and approval by the LAR UR 2 Sub Watershed Committee.
- f) A Watershed Permittee will be delinquent if the requested payment is within the budgeted amounts or the amounts authorized by the LAR UR 2 Sub Watershed Committee and such payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the LAR UR 2 Sub Watershed Committee directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formulas in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans"). The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

- g) GWMA shall suspend all work being performed by any Consultants retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) of receipt unless the City Managers/Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- h) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- i) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formulas in in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans").

8. Paragraph a) of Section 13 of the MOU entitled "Withdrawal/Termination" is hereby amended to read as follows:

"a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Proportional Costs and proportional MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formulas in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, liability, its Proportional Costs and its proportional MOU Costs incurred through the effective date of withdrawal, a withdrawing Watershed Permittee has any unspent deposit remaining in the possession of the GWMA, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee."

9. **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") to the MOU is hereby amended to read as set forth in **Exhibit "A1"** to this First Amendment, which is attached hereto and incorporated herein as though set forth in full.

10. Exhibit "A2" ("Cost Share Formula for Implementation/Monitoring of the Plans") is hereby added to the MOU to read as set forth in **Exhibit "A2"** to this First Amendment, which is attached hereto and incorporated herein as though set forth in full.

11. The MOU is hereby amended by adding hereto Exhibit "C" of this First Amendment, which is attached hereto and incorporated herein as though set forth in full.

12. Except for the changes specifically set forth herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this **FIRST AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT
POWERS AUTHORITY

Chris Cash
GWMA Chair

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELL
Mr. Doug Willmore
City Manager
6330 Pine Avenue
Bell, CA 90201

Doug Wilmore, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELL GARDENS
Mr. Phillip Wagner
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201

Phillip Wagner, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF COMMERCE
Mr. Jorge Rifa
City Administrator
2535 Commerce Way
Commerce, CA 90040

Jorge Rifa, City Administrator

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF CUDAHY
Mr. Hector Rodriguez
City Manager
5220 Santa Ana Street
Cudahy, CA 90201

Hector Rodriguez, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF HUNTINGTON PARK
Mr. Rene Bobadilla, P.E.
City Manager
6550 Miles Avenue
Huntington Park, CA 90255

Rene Bobadilla, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF MAYWOOD
Ms. Lilian Myers
City Manager
4319 East Slauson Avenue
Maywood, CA 90270

Lilian Myers, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF VERNON
Mr. Mark Whitworth
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058

Mark Whitworth, City Administrator

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT
Ms. Gail Farber
Chief Engineer
900 S. Fremont Avenue
Alhambra, CA 91803

GAIL FARBER, Chief Engineer

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By _____
Deputy

EXHIBIT "A1"**Cost Share Formula for Preparation of the Plans**

The Watershed Permittees and the LACFCD agree to pay for the cost of preparation of a WMP and CIMP. The LACFCD will pay ten percent (10%) of the cost of the WMP and CIMP. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-five percent (45%) of the cost of the WMP and CIMP and each Watershed Permittee shall pay its pro-rata share of forty-five percent (45%) of the cost of the WMP and CIMP at the cost sharing allocation percentage provided in Table 1.

**TABLE 1
COST SHARING ALLOCATION
FOR FORTY-FIVE PERCENT OF WMP COST**

Watershed Permittee	Land Area (mi ²)	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

EXHIBIT "A2"**Cost Share Formula for Implementation of the Plans for Monitoring**

**TABLE 1
COST SHARING ALLOCATION
FOR 47.5% OF MONITORING COST**

WatershedPermittee	Land Area(mi ²)	Cost AllocationPercentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

The Watershed Permittees and the LACFCD agree to pay for the cost of implementation of a WMP and CIMP. The LACFCD will pay five percent (5%) of the cost of monitoring. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-seven and one half percent (47.5%) of the cost of monitoring and each Watershed Permittee shall pay its pro-rata share of forty-seven and one half percent (47.5%) of the cost monitoring at the cost sharing allocation percentage provided in Table 1.

**TABLE 2
COST SHARING ALLOCATION
FOR 45% OF WMP COST**

WatershedPermittee	Land Area(mi ²)	Cost AllocationPercentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

The Watershed Permittees and the LACFCD agree to pay for the cost of implementation of a WMP and CIMP. The LACFCD will pay ten percent (10%) of the cost of special/feasibility studies. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-five percent (45%) of the cost of the studies and each Watershed Permittee shall pay its pro-rata share of forty-five percent (45%) of the cost of the studies at the cost sharing allocation percentage provided in Table 2.

EXHIBIT "B"

The LACFCD agrees to pay its proportional share of costs of preparing and implementing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Share Formulas in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans"), for an annual not-to-exceed amount of \$100,000.

All the remaining non-LACFCD parties agree to pay their proportional share of costs of implementing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Share Formulas in Exhibit "A2" ("Cost Share Formula for Implementation of the Plans"), for an annual not-to-exceed amount of \$100,000 per year per non-LACFCD party.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 1, 2014

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

Dear Mayor and Members of the City Council:

AUTHORIZE AND APPROVE AGREEMENTS TO PROVIDE TRASH COLLECTION ON PACIFIC BLVD. AND CATCH BASIN MAINTENANCE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize hiring four part-time Public Works employees to provide steam cleaning, vacuuming, and bus shelter maintenance services on Pacific Blvd.
2. Approve United Pacific Waste to provide sidewalk trash receptacle collection services on Pacific Blvd.
3. Approve Nationwide Environmental Services to provide catch basin cleaning services;
4. Authorize the Interim City Manager to execute the amendments to the UPW and Nationwide contracts to provide trash collection and catch basin maintenance services.
5. Authorize purchase of 10 Big Belly trash and recycling containers using AB 939 monies not-to-exceed \$25,000.

BACKGROUND

On December 1, 2014, Nationwide Environmental Services will assume responsibility for providing street sweeping services from MAG Sweeping. The MAG Sweeping contract will terminate on December 1, 2014. In addition to street sweeping services, MAG Sweeping also provided the following services:

1. Trash collection of Pacific Blvd. sidewalk receptacles
2. Steam cleaning and vacuuming of Pacific Blvd. sidewalks
3. Bus shelter maintenance on Pacific Blvd.

AUTHORIZE AND APPROVE AMENDMENTS TO AGREEMENTS FOR CATCH BASIN MAINTENANCE AND SIDEWALK TRASH COLLECTION ON PACIFIC BLVD.

December 1, 2014

Page 2 of 4

Staff has developed a plan to provide the following services:

1. Trash collection will be provided by United Pacific Waste (UPW)
2. Steam cleaning and vacuuming of Pacific Blvd. sidewalks will be provided by in-house staff
3. Bus shelter maintenance will be provided by in-house staff

In addition, semiannual cleaning of City catch basins will be provided by Nationwide.

The proposed service models for Pacific Blvd. trash collection, steam cleaning, vacuuming, and bus shelter maintenance will generate an estimated \$28,000 in annual cost-savings to the City which, in turn, will be used to offset the increased costs for the state-mandated semiannual cleaning of the City's 522 catch basins.

Pacific Blvd. trash collection:

The City has received a proposal from its new solid waste hauler, United Pacific Waste (UPW), to collect trash and recyclables on Pacific Blvd. The cost to collect the 139 existing trash receptacles located on Pacific Blvd., two times per day, seven days per week, is \$16,680 per month.

The City believes that it can lower its trash collection costs along Pacific by installing "Big Belly" trash and recycling containers. These containers are able to compact trash at a 3 to 1 ratio, which will allow for a single trash collection instead of two times per day, resulting in approximately 15-20 percent savings. Staff would like to install five Big Belly trash and recycling receptacles along Pacific, to replace 10-15 existing trash bins, using Solid Waste Recycling Grant (Fund 286) reserves to purchase these trash receptacles on a trial basis.

Pacific Blvd. steam cleaning:

MAG Sweeping's contract included steam cleaning, vacuuming, and bus shelter maintenance services. Upon the termination of the MAG Sweeping agreement on December 1, the City will provide steam cleaning services in-house. The Public Works Department will hire four part-time employees (up to \$15 per hour) to perform these services. We will use City-owned equipment, purchased from MAG Sweeping, to provide these services. The estimated monthly cost of these services will be \$4,800 per month.

Catch basin cleaning:

On June 2, 2014, the City Council approved the Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) in order to comply with the Municipal Separate Storm Sewer System (MS4) Stormwater Permit. Implementation of the various components of the CIMP is an unfunded mandate to the City. One such component is semiannual cleaning of the City's 522 catch basins, which is currently contracted out to the County of Los Angeles. However, the County is not servicing the catch basins at the levels required by the MS4 permit.

AUTHORIZE AND APPROVE AMENDMENTS TO AGREEMENTS FOR CATCH BASIN MAINTENANCE AND SIDEWALK TRASH COLLECTION ON PACIFIC BLVD.

December 1, 2014

Page 3 of 4

In order to achieve the required maintenance levels in a more efficient and cost-effective manner, the City may “piggyback” on a catch basin maintenance Request for Proposal issued by the Gateway Water Management Authority (“GWMA”). Huntington Park is a member of the GWMA, a coalition of 24 municipalities responsible for water planning the Gateway Region of Southeast Los Angeles County. In May 2014, the GWMA solicited qualified bids for catch basin maintenance within the entire Gateway Region. Nationwide Environmental Services was subsequently selected as the lowest responsible bidder by GWMA to provide catch basin maintenance service. To provide the service, Nationwide will contract with each city in the region on an individual basis for the same price and term as proposed in their response to the GWMA bid solicitation.

Nationwide will clean catch basins at a cost of \$17 per catch basin – more than a 20 percent decrease from the current fee (\$22) paid by the City to the County. Based on the number of catch basins in the City (522), a twice per year cleaning schedule, and additional as-needed stenciling service, the total not-to-exceed cost is \$25,000 per year.

FISCAL IMPACT/FINANCING

The City paid a total of \$887,000 annually to MAG Sweeping. The annual cost of street sweeping services was \$601,356; the cost for bus shelter maintenance, vacuuming, and steam cleaning totaled \$285,000 per year or \$23,814 per month.

The City has identified solutions that will enable funding these services, plus provide additional mandated services, at the same costs:

- Steam cleaning, bus shelter maintenance, and vacuuming services will be provided in-house for a direct cost of \$4,800 per month.
- Trash collection services along Pacific will cost \$16,800 per month.
- Storm drain maintenance will cost \$2,000 per month.

Potential cost savings (\$20-30,000 per year) could be achieved if trash compactors prove cost-effective.

LEGAL AND PROGRAM REQUIREMENTS

The City Council approved an agreement with Nationwide on Oct. 6, 2014, to provide street sweeping services. To take advantage of the catch basin maintenance pricing that was solicited through the GWMA’s RFP, the City must amend its contract with Nationwide to add this additional service. The terms of the additional scope of service are the same as the terms proposed by Nationwide to the GWMA.

The City Council approved an agreement with UPW on Aug. 18, 2014, to provide solid waste collection services. UPW’s proposal to provide trash collection services on Pacific

AUTHORIZE AND APPROVE AMENDMENTS TO AGREEMENTS FOR CATCH BASIN MAINTENANCE AND SIDEWALK TRASH COLLECTION ON PACIFIC BLVD.

December 1, 2014

Page 4 of 4

Blvd. is attached and the formal contract amendment will be brought before the City Council for approval on December 15.

CONCLUSION

Upon Council approval, the Interim City Manager will execute the amendment to the agreement with Nationwide to provide catch basin cleaning services, and will prepare the amendment with UPW to provide trash collection of Pacific Blvd. sidewalk receptacles. The UPW amendment will be brought to Council for formal approval on December 15, 2014.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

- A: First amendment to the agreement with Nationwide
- B: Master agreement with Nationwide
- C: UPW proposal



2014
FIRST AMENDMENT
TO CONTRACT SERVICES AGREEMENT
(Engagement: Municipal Storm Catch Basin Cleaning Services)
(Parties: City of Huntington Park and Nationwide Environmental Services)

THIS FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of September 15, 2014, by and between the City of Huntington Park, a municipal corporation (hereinafter, "City") and Evans Brooks Associates (hereinafter, "Consultant") is made and entered into this ____ day of _____ 2014. For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably.

RECITALS

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

WHEREAS, on or about September 15, 2014, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the City desires to continue the following additional contract services: municipal storm catch basin cleaning services; and

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

WHEREAS, an Amendment is permissible pursuant to Section 10.8 of Master Agreement, provided that it is in writing and executed by both Parties.

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

1. Section 4.1 is amended in part to reflect the performance of additional services and tasks set forth in Consultant's proposal (dated October 27, 2014). The aforementioned proposal is attached and incorporated into this Amendment and the Master Agreement Exhibit "B" and shall be referred to as the "Scope of Work." Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

2. Section 7.1 (Compensation) of the Master Agreement is hereby amended by increasing the amount of the contract price by the sum of Twenty Five Thousand Fifty Six Dollars (\$25,056) to reflect the revised scope of work in Exhibit "B."

3. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

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

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

CITY OF HUNTINGTON PARK:

NATIONWIDE ENVIRONMENTAL SERVICES

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

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Isabel Birrueta, City Attorney

Date: _____

STREET SWEEPING SERVICES AGREEMENT
BETWEEN THE
THE CITY OF HUNTINGTON PARK, CALIFORNIA
AND
JOE'S SWEEPING, INC., A CALIFORNIA CORPORATION
DBA NATIONWIDE ENVIRONMENTAL SERVICES

STREET SWEEPING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this **6th day of October, 2014** (the "Agreement Date") by the City of Huntington Park, a municipal corporation organized under the laws of the State of California (hereafter "City"), and Joe's Sweeping, Inc., a California Corporation dba Nationwide Environmental Services, (hereafter "Contractor"). City and Contractor are sometimes hereafter individually referred to as a "Party" and collectively referred to as the "Parties."

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

1.1 **DEFINITIONS.** The following capitalized names and terms shall have the meanings set forth below:

"Affiliate" means any individual, firm or corporation associated with the Contractor.

"Agreement" means this Street Sweeping Services Agreement between the City and the Contractor, including Appendix A1, Appendix A2, Appendix B, Appendix C, Appendix D1, and Appendix D2, which is attached hereto and incorporated as part of this Agreement by this reference.

"Agreement Date" means the date first set out in the introductory paragraph of this Agreement. Said date shall be for reference purpose only.

"Agreement Services" means the services Contractor is to provide for street sweeping services in the City of Huntington Park in the manner provided for in this Agreement.

"Applicable Law" means any law, rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the Agreement Services; the Contractor Operating Assets; or any other transaction or matter contemplated hereby including any of the foregoing which concerns health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum wages, and further including the City Municipal Code and which Governmental Body exercises any jurisdiction over the services to be provided under this Agreement or the conditions in the City for which the services are required.

"Change in Law" means any of the following events or conditions which have a quantifiable material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, management, operation or maintenance of the Contractor Operating Assets or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after the Agreement Date of any Applicable Law; or

(2) the order or judgment of any Governmental Body, on or after the Agreement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

“City” means the City of Huntington Park, a California municipal corporation as it now exists or as its boundaries may from time to time be changed.

“City Code” means the Huntington Park Municipal Code, as the same may be amended, supplemented or modified from time to time.

“City Indemnified Parties” has the meaning specified in Section 10.1 hereof.

“Commercial Premises” means any building or site in any zone of the City, from which any business, service, non-profit, governmental, institutional, commercial or industrial activity is conducted, including without limitation motels, hotels, recreational vehicle parks, restaurants, professional offices, clubhouses, places of entertainment, manufacturing plants, and private schools.

“Contract Sum” means the amount due Contractor by the City for each twelve (12) month period of Agreement Services under this Agreement, commencing with the date Contractor begins to provide services under this Agreement.

“Contractor” means Joe’s Sweeping, Inc., a California Corporation dba Nationwide Environmental Services, and its successors and assigns as permitted hereby.

“Contractor Operating Assets” means all real and personal property of any kind, which is owned, leased, managed or operated by or under contract to the Contractor for providing the Agreement Services, including without limitation vehicles, maintenance and storage facilities, administrative facilities and other equipment, machinery, parts, supplies and tools.

“Default Notice” has the meaning specified in Section 8.2(A) hereof.

“Director of Public Works” means the official designated as the Director of Public Works of the City or his/her authorized designee.

“Event of Default” has the meaning specified in Section 8.2(A) hereof.

“Fees-And-Costs” means reasonable fees and expenses of employees, attorneys, accountants, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and expenses of any Legal Proceeding.

“Final Determination” means a judgment, order or other determination in any Legal Proceeding which has become final after all appeals or after the expiration of all time for appeal.

“Governmental Body” means any federal, state, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

“Insurance Requirement” means any rule, regulation, code, or requirement issued by any insurance rating bureau or any body having similar functions or by any insurance company which has issued a policy with respect to the Contractor Operating Assets or the Agreement Services.

“Legal Proceeding” means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

“Legal Requirement” means all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders, as may be amended from time to time including, without limitation, the South Coast Air Quality Management District Rule 1186, the California Occupational Safety and Health Act (Cal. Labor Code § 6300 et. seq.), the Federal Occupational Safety and Health Act (29 U.S.C. § 651 et. Seq.), the California Regional Water Quality Board, Los Angeles Regional Order No. 01-182, National Pollution Elimination System Permit No. CAS004001, Water Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the incorporated Cities therein, except the City of Long Beach.

“Loss-and-Expense” means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, claim, demand, charge, tax, or expense, including all Fees-And-Costs.

“Owner” means the person holding the legal title or having a right to possession to the real property constituting the City public streets and rights-of-way for which the Agreement Services are provided or required to be provided hereunder.

“Requirements” means all permits, licenses, approvals, authorizations, consents, and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contractor Operating Assets or the performance of any obligation under this Agreement or the matters covered hereby.

“State” means the State of California.

“Subcontractor” means an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Agreement Services.

“Suspension Notice” has the meaning specified in Section 8.2(E) hereof.

“Sweeping Waste” means materials and debris collected from the City public streets and rights-of-way by Contractor’s sweepers or Contractor’s Personnel pursuant to this Agreement.

“Term” has the meaning specified in Article IX hereof.

“Ton” means a “short ton” of 2,000 pounds.

“Uncontrollable Circumstance” means only the following acts, events or conditions, whether affecting the City or the Contractor, to the extent that it materially and adversely affects the ability of either Party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either Party:

(1) An act of God (but not including reasonably anticipated weather conditions for the geographic area of the City), hurricane, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, or civil disturbance;

(2) The failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Contractor Operating Assets are located to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Contractor Operating Assets, which are required for the performance of the Agreement Services and which directly results in a delay or curtailment of the performance of the Agreement Services; and

(3) It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstances: (a) general economic conditions, interest or inflation rates, or currency fluctuation or changes in the cost of fuel, commodities, supplies or equipment; (b) changes in the financial condition of the City, the Contractor or any of its Affiliates or any Subcontractor affecting their ability to perform their obligations; (c) the consequences of errors, neglect or omissions by the Contractor, any of its Affiliates or any Subcontractor in the performance of the Agreement Services; (d) the failure of the Contractor to secure patents or licenses in connection with the technology necessary to perform its obligations hereunder; (e) union work rules, requirements or demands which have the effect of increasing the number of employees employed in connection with the operation or otherwise increase the cost to the Contractor of providing the Agreement Services; (f) strikes, work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor or any of the Contractor’s Subcontractors or suppliers in connection with the Agreement Services; (g) any failure of any subcontractor or supplier to furnish labor, materials, service or equipment for any reason; (h) equipment failure in any of the Contractor Operating Assets; or (i) any act, event or circumstance occurring outside of the United States.

1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References. The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms refer to this Agreement, and the term “hereafter,” means “after,” and the term “heretofore” means before the date of execution of this Agreement.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words of the feminine gender mean and include correlative words of the masculine and neuter genders, and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words denoting persons, firms, companies, associations, general Partnerships, limited partnerships, trusts, business trusts, corporations, non-profit corporations and other legal entities, including Governmental Bodies, as well as individuals.

(D) Headings. Any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the transactions contemplated by this Agreement and nothing in this Agreement is intended to confer on any person other than the Parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Reference to Days. All references to days herein are to calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided.

(G) Counterparts. This Agreement may be executed in any number of original counterparts each of which shall be deemed to be the original and all of which together shall constitute one and the same instrument.

(H) Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of California.

(I) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be determined to be invalid by any court of competent jurisdiction, then the Parties shall promptly meet and negotiate a substitute for such clause, provision, section or Article which shall, to the greatest extent legally permissible, affect the intent of the Parties therein. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(J) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II **REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR**

2.1 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR. The Contractor, by acceptance of this Agreement, represents and warrants that:

(A) Existence and Powers. The Contractor is duly organized and validly existing as a California Corporation under the laws of the State of California, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Contractor has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Contractor and constitutes the legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Contractor of this Agreement nor the performance by the Contractor of the obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulations applicable to the Contractor; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the Contractor) or instrument to which the Contractor is a Party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under: any such judgment, decree, agreement or instrument, or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the Contractor.

(D) No Litigation. There is no action, suit or other proceeding as of the Agreement Date, at law or in equity, before or by any court or governmental authority, pending or, to the Contractor's best knowledge, threatened against the Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Contractor of its obligations hereunder or by the Contractor under any such other agreement or instrument.

(E) No Legal Prohibition. The Contractor has no knowledge of any Applicable Law in effect on the Agreement Date which would prohibit the performance by the Contractor of this Agreement and the transactions contemplated hereby.

(F) Information Supplied by the Contractor. The information supplied by the Contractor in all submittals made in connection with negotiation and execution of this Agreement is correct and complete in all material respects.

ARTICLE III **ASSIGNMENT AND TRANSFER**

3.1 GENERAL. Contractor shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement (collectively referred to as an "Assignment") to any other person without the prior approval by the City Council. The City Council has unfettered discretion to approve or deny such an Assignment. Any such Assignment

made without the approval by the City Council shall be void and the attempted Assignment shall constitute a material breach of this Agreement.

3.2 ASSIGNMENT TO BE BROADLY INTERPRETED. For purposes of this Section, the term "Assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of any membership interest of Contractor to a third party; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor or any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

3.3 NATURE OF AGREEMENT – PERSONAL TO CONTRACTOR. Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Street Sweeping Services in a safe, effective and responsible fashion at all times, in keeping with applicable Environmental Laws and regulations, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

3.4 PROCEDURE FOR CONSIDERATION OF ASSIGNMENT. If Contractor requests City's consideration of and consent to an Assignment, the City Council may deny, approve or conditionally approve such request in its sole and absolute discretion. Under no circumstances shall City be obliged to consider any proposed Assignment if Contractor is in default at any time during the period of consideration. Should the City consent to any Assignment request, such Assignment shall not take effect until all conditions relating to the City's approval have been met. Any request for an Assignment shall be made in a manner to be prescribed by the City Manager, and no request by Contractor for consent to an Assignment need be considered by City unless and until Contractor has met (or with respect to matters that would only occur upon completion of the Assignment if approved, made reasonable assurances that it will meet) the following requirements.

(A) Contractor shall undertake to pay City its reasonable direct and indirect expenses, including administrative, investigative, consulting, and attorneys' fees and costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such Assignment (collectively the "Administrative Assignment Fee"). A non-refundable payment in an amount not to exceed \$5,000.00 towards the Administrative Assignment Fee shall be paid to the City prior to City's consideration of any Assignment request.

(B) If requested to do so, Contractor shall furnish City with certified financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

(C) Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least five (5) years of Street Sweeping experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its Street Sweeping operations due to any significant failure to comply with state, federal or local laws, including the Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Street Sweeping practices in accordance with sound Street Sweeping practices in full compliance with all federal, state and local laws regulating the Street Sweeping services, including Hazardous Substances; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

(D) The proposed assignee shall execute an agreement assuming all of Contractor's rights and liabilities under this Agreement.

ARTICLE IV **SERVICES**

4.1 SERVICES.

(A) Services Provided & Sweeping Schedule. In compliance with all terms and conditions of this agreement, the Contractor shall provide the following sweeping services (as reflected in current street sweeping route schedule and attached hereto as Appendix "A1," which is incorporated by reference):

Downtown Streets: 7 days per week, 10:00 PM – 6:00 AM

Arterial Streets: 6 days per week, 10:00 PM – 6:00 AM

Raised Medians: 1 Time per week, 10:00 PM – 6:00 AM

Painted Medians: 1 Time per week, 10:00 PM – 6:00 AM

Major Intersections: 1 Time per week, 10:00 PM – 6:00 AM

Residential Streets: 1 Time per week, 7:00 AM – 4:00 PM

Alleys: 1 Time per week, 7:00 AM – 4:00 PM

Parking Structures: Twice per week

City Owned Parking Lots: Twice per week

(B) Holidays and Inclement Weather. No sweeping shall be performed on the following City-recognized holidays; New Year's Day, Martin Luther King Day, Memorial

Day, Fourth of July, Labor Day, Thanksgiving Day and the Day after, and Christmas Day. Nor shall sweeping be performed when, in the sole opinion and discretion of the Director of Public Works or designated representative, inclement weather prevents effective street sweeping. Areas that are not swept on holidays or due to inclement weather need not be swept until the next regularly scheduled sweeping day for the unswept areas. The Contractor shall perform all extra work caused by inclement weather without additional charge to the City.

(C) Adherence to Sweeping Schedule. If scheduled sweeping is not performed for any reason other than inclement weather or holiday (for example, due to an equipment breakdown), the Contractor must provide the necessary equipment and personnel to adhere to the sweeping schedule within two hours.

(D) Workmanlike Manner of Performance. All work done by or required of Contractor shall be done in a workmanlike manner and in accordance with those standards which are considered to be good street sweeping practices. All pavement, flat surfaces and edges, shall be swept clean of paper, glass, dirt, sand, rocks, litter and debris, including any clumps of dirt with or without minor vegetation which can obstruct the flow of water in the gutter. This shall include, but not be limited to, sweeping through standing water rather than around and making as many passes on a given portion of a street as is necessary to clean it. Debris that cannot be swept by mechanical sweepers shall be manually picked up.

(E) Restriction of Sweeping Hours. Street sweeping services shall be restricted adjacent to school properties between the hours of 8:00 a.m. to 9:00 a.m. and 2:00 p.m. to 3:00 p.m.

(F) Disposal of Sweeping Waste. The Contractor shall be responsible to transport all Sweeping Waste(s) collected pursuant to this Agreement to the City of Huntington Park Public Works Yard located at 6900 Bissell Street, Huntington Park, CA 90255. The City shall be responsible for all disposal, handling, loading, and hauling fees.

(G) Additional Services. The Contractor shall perform services in addition to those specified in Appendix B when directed to do so by the City. These additional services will include, but not be limited to, new streets, new medians or new alleys, and new City-owned parking lots. However, Contractor shall not be required to perform any additional services without additional compensation. The additional compensation shall be based on the cost for additional services as set forth in Appendix D1. Any additional compensation not exceeding 5% of the Contract Sum for the month such services are provided may be approved by the City Manager or his/her designee. Additional compensation for additional services which exceeds 5% of the Contract Sum requires City Council approval and conveyance of said approval to Contractor in writing prior to the performance of any such additional services.

(H) City Sponsored Events. Contractor shall provide sweeping services for eight (8) City-sponsored or supported non-profit events on an annual basis. The area, type and service requirements for these events may vary from year to year. This service shall include, but not be limited to, streets, medians or alleys, and City-owned parking lots involved in the City-sponsored or supported non-profit events. Contractor shall provide these services at no cost to the City or the event sponsors.

(I) Emergency Services During Work Hours. During regular work hours, Monday to Friday from 7:00 A.M. to 4:00 P.M., the City, through the Director of Public Works or his designee, may call upon the Contractor to respond to an emergency situation that requires immediate street sweeping services. These situations may include, but are not limited to, spill of non-hazardous waste and debris, debris of accidents involving automobiles, storms, floods, and others. The Contractor is required to respond to these emergency services requests within two (2) hours of notification time. The total compensation for any emergency services during work hours shall be based on the unit cost (\$/hour), as specified in Appendix D1, times the total actual work hours. Failure to respond within the designated time will result in penalty as outlined in Section 6.4(C) of this Agreement.

(J) Emergency Services After Work Hours. During weekends, holidays and after work hours (Monday to Friday, 4:00 P.M. to 7:00 A.M.), the City Director of Public Works or his designee may call upon the Contractor to respond to an emergency situation that requires immediate street sweeping services. These situations may include, but are not limited to, spill of non-hazardous waste and debris, debris of accidents involving automobiles, storms, floods, and others. The Contractor is required to respond to these emergency services requests within two (2) hours of notification time. The total compensation of any emergency services during off-work hours shall be based on the unit cost (\$/hour), as specified in Appendix D1, times the total actual work hours. Failure to respond within the designated time will result in penalty as outlined in Section 6.4(C) of this Agreement.

4.2 GENERAL REQUIREMENTS RELATING TO COLLECTION.

(A) Clean Up. The Contractor shall cause all spills of street sweeping related waste(s) occurring during operation to be cleaned up immediately upon the occurrence of the spill. Contractor shall secure all waste chambers on sweepers.

(B) Employees Behavior and Dress. The Contractor shall take all steps necessary to ensure that its employees performing sweeping services conduct themselves in a professional workmanlike manner, and as quietly as possible. All such employees shall at all times of employment be dressed in clean uniforms with suitable identification. No employee may remove any portion of his or her uniform while working. The style and appearance of employee uniforms shall be subject to the approval of the City.

(C) Fees and Gratuities. The Contractor shall not, nor shall permit any agent, employee or subcontractor employed by it, to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for street sweeping services, except for the compensation set out at Article VII of this Agreement.

4.3 DISPOSAL.

(A) Disposal of Street Sweeping Debris. The Contractor shall be responsible to transport all Sweeping Waste(s) collected pursuant to this Agreement to the City of Huntington Park Public Works Yard located at 6900 Bissell Street, Huntington Park, CA 90255. The City shall be responsible for all disposal, handling, loading, and hauling fees.

(B) Disposal Records. The Contractor shall provide the City the daily load count from street sweeping operations on a monthly basis.

ARTICLE V
OPERATING ASSETS

5.1 **CONTRACTOR OPERATING ASSETS.**

(A) **Obligation to Provide.** The Contractor shall acquire and maintain, at its own cost and expense, Contractor Operating Assets which in number, nature and capacity shall be sufficient to enable the Contractor to provide the Agreement Services in accordance with the terms hereof. The Contractor shall provide and maintain during the entire period of the contract a fleet of vacuum sweepers as appropriate for meeting all requirements of this Agreement and all regulatory requirements of outside agencies (such as the South Coast Air Quality Management District Rules 1186 & 1186.1). All Sweepers shall be equipped with two-way radios capable of maintaining communication with the Contractor's field supervisor, or each sweeper operator shall have a working cellular telephone at which the Contractor's management staff or field supervisor can reach the operator. A sufficient number of back up "standby" Sweepers of the same model shall be available at all times to ensure uninterrupted services in case of mechanical breakdowns.

(B) **Vehicle and Equipment Identification.** The Contractor's name, local phone number and vehicle or equipment number shall be visibly displayed on both sides of its vehicles or other collection equipment used by the Contractor as required by the Huntington Park Municipal Code. No other signs or markings shall be placed on the Contractor's vehicles or other collection equipment without the prior approval of the City except signs or markings relative to use of such equipment including traffic safety signs or markings or instructions regarding filling or placement of collection bins.

(C) **Vehicle Specifications, Maintenance and Appearance.** All vehicles used by the Contractor in providing the Agreement Services shall be registered with the Department of Motor Vehicles of the State of California, shall be approved by the City, shall be kept clean and in top mechanical condition, and shall be uniformly painted. Vehicles used to collect or transport Sweeping Waste shall be kept covered at all times except when such material is actually being loaded or unloaded or when the vehicles are moving along a cleaning route in the course of sweeping. Any cover or screen shall be so constructed and used that waste shall not blow, fall or leak out of the vehicle onto the street. Street sweeping vehicles shall be washed at least once every seven (7) days and cleaned and painted as required to maintain a like-new appearance. No advertisement or other display shall be carried on any collection vehicle without the written approval of the City. Contractor has agreed to purchase at least two (2) model year 2014 street sweeping vehicles powered by Compressed Natural Gas ("CNG") which Contractor must use to provide the Agreement Services. Backup street sweeping vehicles used in the performance of this Agreement must be CNG powered vacuum street sweepers manufactured on or after model year 2010. In addition to being powered by CNG, all vehicles will comply with the low emission requirement of the South Coast Air Quality Management District (SCAQMD), especially Rules 1186 & 1186.1 and shall be of the approved make/model by SCAQMD. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The City's representative shall have the right to cease Contractor's operations immediately, upon inspection of any vehicle/sweeper deemed unsafe or unsatisfactory during performance of the contract. The equipment used by the Contractor in performance of this Agreement shall be properly maintained, both in condition and appearance, and have sweeping capability so as to

ensure a high level of street sweeping services. The Contractor shall have the ability in-house to perform all necessary repairs on such equipment. Upon written request from the City, the Contractor shall provide equipment maintenance and repair logs within 10 days from the date of request. During the life of this Agreement, no sweeper shall be more than ten (10) years old.

(D) Intentionally Left Blank.

(E) Inventory of Operating Assets. The Contractor shall furnish the City with an inventory of Contractor Operating Assets used by the Contractor to provide the Agreement Services under this Agreement, and shall update the inventory so provided annually or within five (5) business days of a change in a piece of equipment. Such inventory shall indicate the type, capacity, license number, vehicle identification number (VIN), proof of insurance for each vehicle and location of each piece of equipment, and the date of acquisition and disposition that will be involved in each element of the services provided to the City by the Contractor. The Contractor shall report to the City within five (5) business days of any event that brings any changes resulting in significant increases or decreases in fuel economy or emissions.

5.2 OPERATION AND MAINTENANCE OF THE OPERATING ASSETS. The Contractor, at its cost and expense, shall at all times operate, or cause to be operated, the Contractor Operating Assets properly and in a sound and economical manner; shall maintain, preserve, and keep the Contractor Operating Assets or cause the same to be maintained, preserved and kept in good repair, working order and condition; shall staff the Contractor Operating Assets with the appropriate number of hourly and salaried employees consistent with good management practice; and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Contractor Operating Assets may be properly and advantageously conducted. The Contractor shall maintain the safety of the Contractor Operating Assets at a level consistent with Applicable Law, the Insurance Requirements, and prudent street sweeping management practices.

5.3 COMPLIANCE WITH APPLICABLE LAW. The Contractor shall comply with the City of Huntington Park Municipal Code and all other Applicable Law(s), shall obtain and maintain all Legal Entitlements required for the Contractor Operating Assets and the Agreement Services, and shall comply with all valid acts, rules, regulations, orders and directions of any Governmental Body applicable to the Contractor Operating Assets and the Agreement Services provided hereunder. The Contractor shall keep all records indicating compliance required by the Federal Immigration and Control Act of 1986 and shall make such records available for inspection by the City upon request. All equipment and services rendered under this Agreement shall comply with the SCAQMD Rules 1186 and 1186.1

5.4 TAXES AND UTILITY CHARGES. The Contractor shall pay all Taxes lawfully levied or assessed upon or with respect to the Contractor Operating Assets or the Agreement Services, or upon any part thereof or upon any revenues of the Contractor therefrom, and provide and pay the cost of all utilities necessary for the operation of the Contractor Operating Assets and the provision of the Agreement Services, when the same shall become due.

5.5 INSURANCE. The Contractor shall at all times during the Term of this Agreement, at its own cost and expense, obtain and maintain insurance meeting the requirements set forth in Appendix C hereto on all the Contractor Operating Assets. If any useful part of the

Contractor Operating Assets shall be damaged or destroyed, the Contractor shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use to the extent required to perform the Agreement Services in accordance with this Agreement.

ARTICLE VI

GENERAL REQUIREMENTS

6.1 **PROJECT MANAGER.** The City and the Contractor have each designated in writing a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Project Manager"). The City's Project Manager shall be the Director of Public Works, the City Manager or designated representative. The Contractor's Project Manager shall be Ani Samuelian/Vice President and/or Nejteh Der Bedrossian/Operations Manager. The Contractor shall not change this designation without prior approval of the City, excluding cases of termination of the employee. The Contractor's Project Manager shall meet with the City as necessary to effectuate the purposes of the Agreement. The Contractor's Project Manager shall contact the Department of Public Works daily to review the schedule of work, citizen complaints, and adequacy of performance. The Contractor's Project Manager shall submit such reports as the City may require to insure compliance with scheduled work including but not limited to daily reports regarding citizen complaints and the load count of debris collected by sweepers.

6.2 **PUBLIC ACCESS TO THE CONTRACTOR.**

(A) **Office Facility.** The Contractor shall establish and maintain, at all times during the duration of this Agreement hereof, an office at the Contractor's main headquarters where the Contractor can respond to complaints and requests for services. The Contractor's office hours shall be, at a minimum, from 7:00 a.m. to 4:00 p.m. daily, except Saturdays, Sundays and holidays.

(B) **Availability of Representatives.** A representative of the Contractor shall be available at the Contractor's office during office hours for communication with the Director of Public Works or the public. The Contractor's representative must have the capability of responding in English and Spanish to communicate with the Director of Public Works and the public. The Contractor's office shall be accessible by a toll-free "800" telephone number for customer service. At the Contractor's expense, the toll-free telephone number shall be listed in the Huntington Park White Pages telephone directory under the Contractor's name and shall be prominently displayed on Contractor's street sweeping equipment. Said toll-free phone number shall also be posted on the Contractor's web site and the City's web site.

(C) **Emergency Telephone Number.** The Contractor shall maintain an emergency telephone number for use during other than normal business hours. The Contractor shall have a representative, or an answering service to contact such representative, available at the emergency telephone number during all hours other than normal office hours. At the Contractor's expense, the emergency telephone number shall be listed in the Huntington Park White Pages telephone directory under both the Contractor's name and the City's name and shall be prominently displayed on Contractor's street sweeping equipment. Said emergency telephone number shall also be posted on the Contractors web site and the City's web site.

6.3 INCIDENTAL ITEMS.

(A) Water. The Contractor shall utilize sufficient water provided by the City at no cost for use in street sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to the Contractor from fire hydrants, the use of which has been approved by the Director of Public Works. The Contractor shall comply with all rules and regulations of the City of Huntington Park relating to the use of water. Failure to comply may result in the City's refusal to furnish water to the Contractor for up to the duration of this Agreement.

6.4 SERVICE COMPLAINTS.

(A) Complaints Concerning Contractor. Complaints brought to Contractor's attention including noise complaints prior to 3:00 p.m. will be investigated and resolved that same day and complaints brought to Contractor's attention after 3:00 p.m. will be investigated and resolved before noon on the following day. Complaint forms will be completed for each complaint including the steps taken to resolve the complaint. Copies of the complaint shall be provided to the City for record keeping purposes and quality control.

(B) Required Response to Complaints. The Contractor, within twenty-four (24) hours of its receipt of notice from the Director of Public Works of a failure to provide Agreement Services as required by this Agreement, shall complete such Street Sweeping Services in a manner that does not interfere with the normal operations of the areas.

(C) Quality Control. The Quality Control Supervisor shall complete daily inspections to ensure contract compliance.

(D) Damages for Service Related to Performance Failures. The Director of Public Works shall levy penalties in the amounts listed below for Contractor's failure to perform in the manner required by this Agreement. The Director of Public Works' decision to levy any such penalties shall not be deemed an election of remedies but shall be cumulative with any other remedies provided for in this Agreement. The Director of Public Works' decision to not levy any such penalties shall not be deemed a waiver of any breach by the Contractor under this Agreement. The Director of Public Works may assess penalties against the Contractor in the form of deductions withheld from the Contractor's compensation. The Director of Public Works will provide the Contractor with five (5) days written notice of any proposed penalty. The City will have sole discretion to determine unsatisfactory service indicators and penalty amounts annually when the City conducts an annual review of Contractor's performance and quality of service.

As a material inducement for the City to enter into this agreement, Contractor agrees to be bound by the following penalty schedule and terms:

(1) Failure to correct deficiency(ies) (not satisfactorily cleaned) within forty eight (48) hours of notice of the deficiency(ies): \$25.00 per occurrence.

(2) Failure to clean up spillage or litter (including leakage from vehicles) within two (2) hours of report: \$50.00 per occurrence.

(3) Assessment when Contractor receives more than twenty-five (25) complaints in one month: \$100.00 per month.

(4) Penalty assessed for past due monthly reports shall be as follows: if the report is 30 days late, the penalty shall be \$25.00; if the report is 60 days late, the penalty shall be \$50.00; if the report is 90 days late, the penalty shall be \$75.00; if the report is 120 days late, the penalty shall be \$100.00. Penalties assessed for past due reports may be waived at the discretion of the City Manager. Waiver of such penalties does not result in the City's ability to use such documented penalties in consideration of suspension or termination of services under this Agreement.

(5) Failure to record a response to a customer complaint or request within twenty-four (24) hours of resolution: \$25.00 per occurrence; each additional twenty-four (24) hour period prior to correction or service: \$25.00 per occurrence.

(6) Equipment used within the City in connection with providing the Agreement Services not maintained to City standards: \$25.00 per daily occurrence.

(7) Failure to Respond to Emergency Calls Within 2 Hours During Working Hours: A penalty in the amount of \$100.00 per occurrence.

(8) Failure to Respond to Emergency Calls Within 2 Hours During Off-Work Hours: A penalty in the amount of \$100.00 per occurrence. The Director of Public Works shall give the Contractor written notice of penalties levied pursuant to this Section. Any such damages shall be deducted from the next monthly compensation payable by the City to the Contractor.

The City and the Contractor acknowledge that consistent, efficient operation is of the utmost importance to the residents of the City and that the City has considered and relied on Contractor's representations as to its quality of service commitment in entering into this Agreement. The City and Contractor further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and, further, Contractor acknowledges that City is relying on Contractor's representations concerning the equipment, its maintenance and condition and the quality of performance of the service as material inducements for entering into this Agreement.

6.5 PROMOTIONS.

(A) News Media Relations. The Contractor shall notify the City by facsimile of all requests for news media interviews related to this Agreement within twenty-four (24) hours. Before responding to any inquiries involving this Agreement, the Contractor will discuss a proposed response with the City. Notification should be sent to: Director of Public Works, Fax (310) 639-6957.

Copies of draft news releases or proposed trade journal pictures or articles shall be submitted to the City for prior review and approval at least five (5) working days in advance of release. Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) days after publication.

6.6 RECORDS.

(A) Maintenance Records. Contractor shall keep such books and records as shall be necessary to meet all reporting requirements under the law, to perform the services required by this Agreement and enable the Director of Public Works or designated representative to evaluate the performance of those services. The Director of Public Works or designated representative 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 the records.

(B) Ownership of Documents. Reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Director of Public Works or designated representative or upon the termination of this Agreement. Contractor 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. Contractor may retain copies of such documents for its own use at its own expense. Contractor shall have an unrestricted right to use the intellectual and business concepts embodied therein.

(C) Release of Documents. Reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall not be released publicly by the Contractor without the prior written approval of the Director of Public Works. City may publicly release any or all of the drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of this Agreement as it desires or is required to release by law.

6.7 REPORTS. The Contractor shall be required to supply, keep, and make available upon request all information and data needed to comply with the City's reporting requirements.

(A) Dumping. Contractor shall provide daily load counts on a monthly basis.

(B) Service Reports. Contractor will submit a monthly report which will include number of complaints, additional services, emergency services and load count.

(C) Audits. The Contractor shall allow the City to conduct an independent audit of its operations annually for the preceding 12-month period. The City shall select the independent firm which will conduct the audit. Audits will include but not be limited to labor, materials, fuel, disposal, insurance and other operational practices and costs. In the event of dispute or financial irregularities reported by other entities, City reserves the right to conduct an audit of the Contractor's financial and accounting records. The City shall pay for the costs associated with the subject audits.

(D) Monthly Review of Performance and Quality of Service. At City's sole option, City may conduct annual monthly review of the Contractor's performance and quality of service. The review shall include, but shall not be limited to, services provided, complaints, recommended amendments to the Agreement and developments in the law. The reports required by this Agreement shall be utilized as the basis for review. Additional documentation may be requested.

In addition, any resident may submit comments or complaints during the review period, either orally or in writing, and these may be considered. If any noncompliance with this Agreement is found, City may direct Contractor to correct the inadequacies and City may pursue all other legal and equitable remedies.

(E) Verification. The City reserves the right to verify any information supplied by the Contractor. The Director of Public Works or designated representative, or his authorized designee, may inspect operational records of the Contractor at any reasonable time for any purpose relevant to the performance of the contract provisions.

6.8 RULES AND REGULATIONS. The Director of Public Works and Contractor, upon mutual agreement, shall establish rules and regulations relating to the street sweeping services not inconsistent with the provisions of this Agreement, provided such rules and regulations are found to be reasonably necessary by the Director of Public Works for enforcement of the provisions of this Agreement, or any and all Applicable Laws, and for the preservation of the public peace, health and safety.

6.9 SUBCONTRACTORS. The Contractor shall not utilize any subcontractors for the performance of the Agreement Services except with the written consent of the City, which may be withheld or delayed in its sole and absolute discretion. In the event subcontractors are utilized, the Contractor shall provide the City with direct access to a designated representative from the subcontractor, such designation not to be changed without prior approval of the City, except in cases of termination of the employee. The Parties acknowledge that the City's direct contact with any subcontractors in no way eliminates the Contractor's responsibility to fulfill its obligations under this Agreement.

ARTICLE VII **COMPENSATION**

7.1 COMPENSATION. This compensation schedule shall be titled "Compensation and Payment Schedule for the New Street Sweeping Route," and if approved by the City, then shall be incorporated as Appendix D2 to this Agreement. Upon the City's approval of the New Street Sweeping Route and Compensation and Payment Schedule for the New Street Sweeping Route, the Contractor shall submit monthly invoices for services provided in accordance with Appendix D2. The invoices shall include the monthly cost for regular street sweeping services and a detailed breakdown of extra services and their cost in accordance with the following schedule:

- (A) Regular street sweeping services
- (B) Additional street sweeping services
- (C) Emergency services during work hours
- (D) Emergency services after hours

Until the implementation of the Compensation and Payment Schedule for the New Street Sweeping Route to be incorporated as Appendix D2, Contractor shall submit monthly invoices

for services provided in accordance with the Compensation and Payment Schedule for the Current Street Sweeping Route in Appendix D1.

7.2 INTENTIONALLY LEFT BLANK.

7.3 ANNUAL CPI ADJUSTMENTS. On August 1 2015, and each August 1 of every year thereafter during the Term hereof (including any extensions), Contractor shall be entitled to an annual increase to the monthly sweeping service compensation amount listed in items 1-4 of the Approved Compensation and Payment Schedule set forth in Appendix D of this Agreement. The adjustment shall be (a) an amount equal to the percentage change in the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County, CA (1982-84=100) ("CPI") issued by the U.S. Department of Labor for the 12 month period preceding the first day of July of each year during the term of this Agreement, or (b) five percent (5%), whichever is less.

ARTICLE VIII
DEFAULT, TERMINATION FOR CAUSE AND DISPUTE RESOLUTION

8.1 TERMINATION FOR CONVENIENCE. After the initial eighteen (18) months of the initial Term of this Agreement, the City may terminate this Agreement prior to the expiration of the Term at any time for convenience and without cause by giving the Contractor a minimum of one hundred twenty (120) days prior written notice. In the event of such termination for convenience, the Contractor shall be compensated only for those services and tasks which have been completed or performed by the Contractor up to the effective date of the termination. Nothing in this Section shall be interpreted to require the City to provide a minimum of one year's prior written notice for purposes of declining to extend the Agreement beyond the initial Term or beyond the expiration of any subsequent one-year extension term; it shall suffice that City communicate its intention not to extend the Agreement for any Subsequent extension term at any time prior to the expiration of the initial Term (as provided for in Section 9.1, below) or prior to the expiration of any preceding one-year extension term (as provided for in Section 9.1, below). The Contractor may not terminate this Agreement except for cause as provided under Section 8.3, below. If this Agreement is terminated as provided herein, the City may, to the extent applicable, require the Contractor to provide all finished or unfinished documents, data and reports, and other information of any kind prepared by the Contractor in connection with the performance of the Work. The Contractor shall be required to provide such documents within fifteen (15) calendar days of the City's written request. No actual or asserted breach of this Agreement on the part of the City pursuant to Section 8.3, below, shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement for convenience as provided under this Section.

8.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT.

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

Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable authorized cure period set forth under Sections 8.3(B) and 8.3(C) below. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable authorized cure period or any extended cure period allowed under this Agreement. If this Agreement does not specify a period of time by which the performance of a particular duty, obligation, service or task to be performed by the Contractor shall be considered untimely and thereafter become an Event of Default, the deadline period shall be deemed to be a period that is not more than fourteen (14) calendar days from the date of the City's written demand that such duty, obligation, service or task be performed by the Contractor.

(B) The Contractor shall cure each of the following varieties of Events of Defaults within the following applicable cure periods.

(1) Within ten (10) calendar days of the City's issuance of a Default Notice for any failure of the Contractor to timely provide the City or the City's employees or agents with any information and/or written reports, certifications, plans, information, data, documentation or written work product which the Contractor is obligated to provide to the City or the City's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, the Contractor may submit a written request for additional time to cure the Event of Default upon a showing that the Contractor has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the initial 10-day cure period. The foregoing notwithstanding, the City shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 8.3(B)(1) that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

(2) Within ten (10) calendar days of the City's issuance of a Default Notice for any failure of the Contractor to timely pay any sums owed to the City under this Agreement (CITY shall be under no obligation to consider or grant any extension of time for the payment of past due sums owed to the City under this Agreement); or

(3) Within (10) calendar days of the City's issuance of a Default Notice for any failure of the Contractor to procure or maintain the policies of insurance required under this Agreement or the Contractor's failure to timely provide proof of such insurance to the City as required under this Agreement (City shall be under no obligation to consider or grant any extension of time for any failure to procure or maintain required policies of insurance); or

(4) Within thirty (30) calendar days of the City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, the Contractor may submit a written request for additional time to cure the Event of Default upon a showing that the Contractor has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, the City shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 8.3(B)(4) that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

(C) Sections 8.3(A) and 8.3(B) of this Agreement notwithstanding, the Parties acknowledge, understand and agree that an Event of Default under this Agreement shall also include, but shall not be limited to, the following specific varieties of default.

(1) The Contractor's taking of the benefit of any present or future insolvency statute, or general assignment for the benefit of creditors, or the Contractor's filing of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for the Contractor's reorganization or the readjustment of the Contractor's indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or the Contractor's consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the Contractor's property; or

(2) By order or decree of a court, the Contractor is adjudged bankrupt or an order shall be made approving a petition filed by any of the Contractor's creditors or by any of the stockholders of the Contractor, seeking the Contractor's reorganization or the readjustment of its indebtedness under Federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or

(3) By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor; or

(4) The Contractor becomes the subject of or a party to any regulatory enforcement action brought by any federal, State or local governmental agency in connection with its performance of street sweeping services under this Agreement; or

(5) The Contractor's failure to procure or maintain any and all licenses, permits or other like governmental authorizations required for the Contractor to perform the street sweeping services contemplated under this Agreement.

(D) City shall cure any Event of Default asserted by the Contractor within forty-five (45) calendar days of the Contractor's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, the City may submit a written request for additional time to cure the Event of Default upon a showing that the City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, any Event of Default arising out of the City's failure to timely pay any undisputed sums invoiced by the Contractor shall be cured within ten (10) calendar days from the date the Contractor issues written notice to the City that an Event of Default has occurred; after such 10-day cure period the Event of Default shall constitute a breach of this Agreement.

(E) In addition to any other rights or remedies available to the City under this Agreement, the City, in its sole and absolute discretion, may also immediately suspend all or any portion of Contractor's performance under this Agreement for cause by issuance of a notice of suspension ("Suspension Notice"). The City may issue the Suspension Notice at any time. If the Contractor's services are suspended for cause, such suspension shall be indefinite pending the

Contractor's cure of any and all outstanding Events of Default to the reasonable satisfaction of the City or the termination of this Agreement by the City, whichever occurs first. Upon such suspension, the Contractor shall be compensated only for those services and tasks which have been rendered by the Contractor to the reasonable satisfaction of the City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of the City shall operate to prohibit or otherwise restrict the City's ability to suspend this Agreement as provided herein.

(F) No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise to such waiver, benefit, privilege or service.

(G) The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to the City at law or under this Agreement in the event of any breach of this Agreement, the City, in its sole and absolute discretion, may also pursue any one or more of the following remedies.

(1) Upon written notice to Contractor, the City may immediately terminate this Agreement in whole or in part;

(2) Upon written notice to Contractor, the City may extend the time of performance;

(3) Call upon any security procured by the Contractor to secure the Contractor's performance under this Agreement;

(4) Withhold any sums owed the Contractor and apply such sum to any delinquent sums owed to the City by Contractor;

(5) Impose any liquidated damages authorized under this Article;

(6) The City may proceed by appropriate court action to enforce or interpret the terms of the Agreement, to recover damages for the Contractor's breach of the Agreement; or

(7) The City may pursue any other available and lawful right or remedy.

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

(H) Liquidated Damages Provisions.

(1) If this Agreement is terminated by the City for cause, as a result of an Event of Default by the Contractor hereunder, the Contractor immediately upon receipt of the City's termination notice shall pay to the City as liquidated damages the sum of \$5,000.00.

(I) In the event the City is in breach of this Agreement, the Contractor may pursue any and all remedies available to it at law or in equity.

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

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

ARTICLE IX **TERM**

9.1 TERM. The term (“Term”) of this Agreement shall commence on December 1, 2014 and shall end on November 30, 2019. Following the conclusion of the Term, the Agreement shall renew automatically for a maximum of two (2) one-year extension terms unless, prior to the expiration of the Term or any extension term, City provides Contractor with written notice of its intent not to renew the Agreement or unless the Agreement is otherwise terminated as provided under Article VIII of this Agreement. The City shall provide sixty (60) days written notice to the Contractor prior to the expiration of the initial Term of any subsequent extension term of its intent not to renew the Agreement.

ARTICLE X **MISCELLANEOUS PROVISIONS**

10.1 INDEMNIFICATION. The Contractor agrees that it will protect, indemnify and, hold harmless the City and its representatives, officers, employees and subcontractors (as applicable in the circumstances) (the “City Indemnified Parties”) from and against (and pay the full amount of) all liabilities, actions, damages, -claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys’ fees (collectively, “Loss-and-Expenses”), and will defend the City Indemnified Parties in any suit, including appeals for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence of the Contractor or any of its officers, members, employees, agents, representatives or Subcontractors in connection with its obligations or rights under this Agreement, (2) the street sweeping operations, (3) any Contractor Breach, (4) any claim for any finder’s or brokerage fee or other commission resulting from any services alleged to have been rendered to or performed on behalf of the Contractor with respect to this Agreement or any of the transactions contemplated hereby, (5) any action taken by the City pursuant to its rights under this Agreement upon Contractor’s failure to perform any of the Agreement Services, (6) the performance or non-performance of the Contractor’s obligations under this Agreement and (7) Contractor’s failure to comply with Applicable Law, including requirements relating to the Contractor’s preparation and submissions of its bid for award of the Agreement. A City Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. These indemnification provisions are for the protection of the City Indemnified Parties only and shall not establish, of themselves, any

liability to third parties. The provisions of this section shall survive termination of this Agreement.

10.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the Contractor nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The Party experiencing an Uncontrollable Circumstance shall notify the other Party by telecommunication or telephone and in writing, on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within two days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such Party's obligations hereunder will be delayed; (3) the estimated amount, if any, by which the compensation may need to be adjusted as a result of such Uncontrollable Circumstance; (4) its estimated impact on the other obligations of such Party under this Agreement; and (5) potential mitigating actions which might be taken by the Contractor or the City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. While the delay continues, the Contractor or the City shall give daily notice to the other Party updating the information previously submitted.

10.3 LIMITED RECOURSE TO THE CITY. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the Contractor hereunder, or the performance of any obligation incurred hereunder, including compensation for any Loss-and-Expenses of any nature arising from the performance or non-performance of the City's obligations hereunder.

10.4 RELATIONSHIP OF THE PARTIES. Neither Party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other Party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The Contractor is an independent contractor and agreement holder and nothing in this Agreement shall be deemed to constitute either Party as a partner, agent or legal representative of the other Party or to create any fiduciary relationship between the Parties.

10.5 NO DISCRIMINATION. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents and representatives against any person because of age, race, color, religion, national origin, sex, sexual orientation or physical or mental disability. The Contractor will take all actions reasonably necessary to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race,

color, religion, national origin, sex, sexual orientation or physical or mental disability. Such action shall include, without limitation, recruitment and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose the non-discrimination provisions of this Section by contract on all Subcontractors hired with the City's consent to perform work related to performance of its obligations hereunder and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

10.6 ACTIONS OF THE CITY IN ITS GOVERNMENTAL CAPACITY. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the City in its governmental or regulatory capacity, or as limiting the right of the Contractor to bring any legal action against the City not based on this Agreement arising out of any act or omission of the City in its governmental or regulatory capacity.

10.7 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions hereof.

10.8 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both Parties.

10.9 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other Party of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement or any other related agreement executed by the City or the Contractor or any Legal Entitlement issued in connection herewith.

10.10 NOTICES. Any notices, reports or other communications required or permitted hereunder to be given to the City shall be in writing and shall be sufficiently given only if delivered in person to the City Clerk, City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255 with a copy also delivered in person to:

The Director of Public Works
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Any notices or communications required or permitted hereunder to be given to the Contractor shall be in writing and shall be sufficiently given if delivered in person to the Contractor at

Ms. Ani Samuelian, Vice President
Joe's Sweeping, Inc., a California Corporation dba
Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650

Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by written notice to the other Party. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

10.11 FURTHER ASSURANCES. Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other Party in order to give full effect to this Agreement.

10.12 GIFT PROHIBITION. During the Term of this Agreement, Contractor shall be prohibited from giving any gift, regardless of value, to City employees or City elected officials.

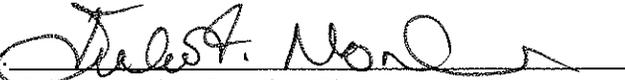
10.13 CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

Contractor covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Contractor. Contractor's covenant under this section shall survive the termination of this Agreement.

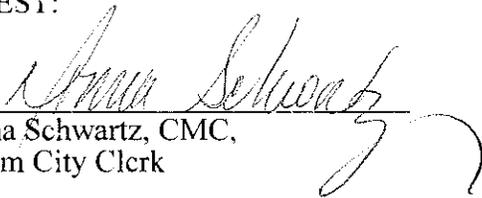
IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the dates indicated below.

Dated: 10-8-14

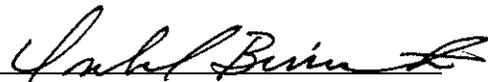
CITY OF HUNTINGTON PARK

By: 
Julio Morales, Interim City Manager

ATTEST:

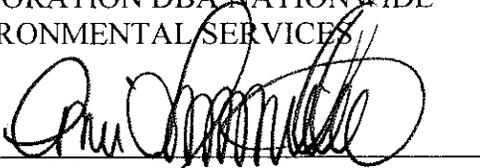

Donna Schwartz, CMC,
Interim City Clerk

APPROVED AS TO FORM:


City Attorney

Dated: 10-15-14

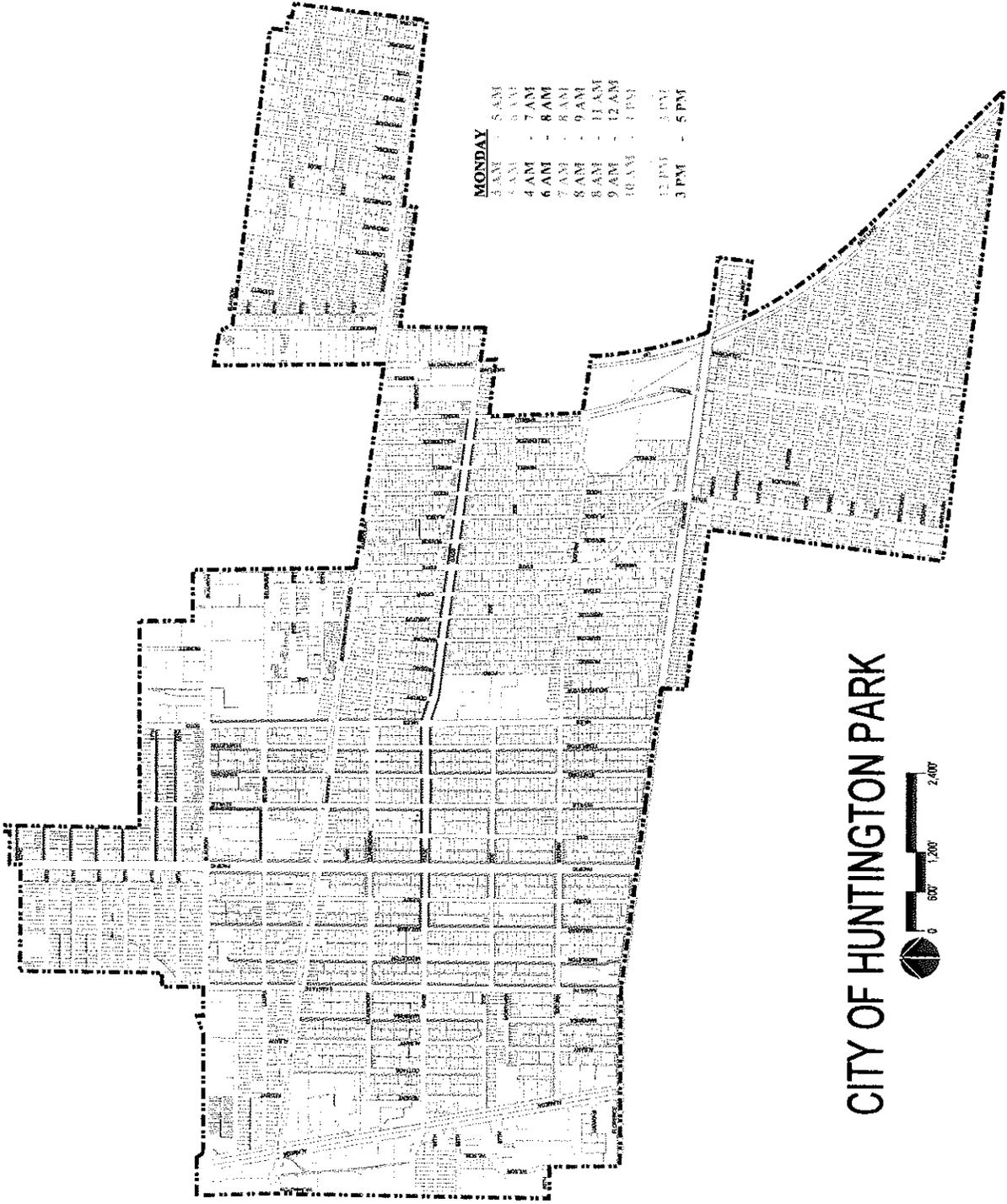
JOE'S SWEEPING, INC., A CALIFORNIA
CORPORATION DBA NATIONWIDE
ENVIRONMENTAL SERVICES

By: 
Ani Samuelian
Title: Vice President

APPENDIX A1

CURRENT STREET SWEEPING ROUTE SCHEDULE

Copy of Current Street Sweeping Route Schedule Map — with days and times

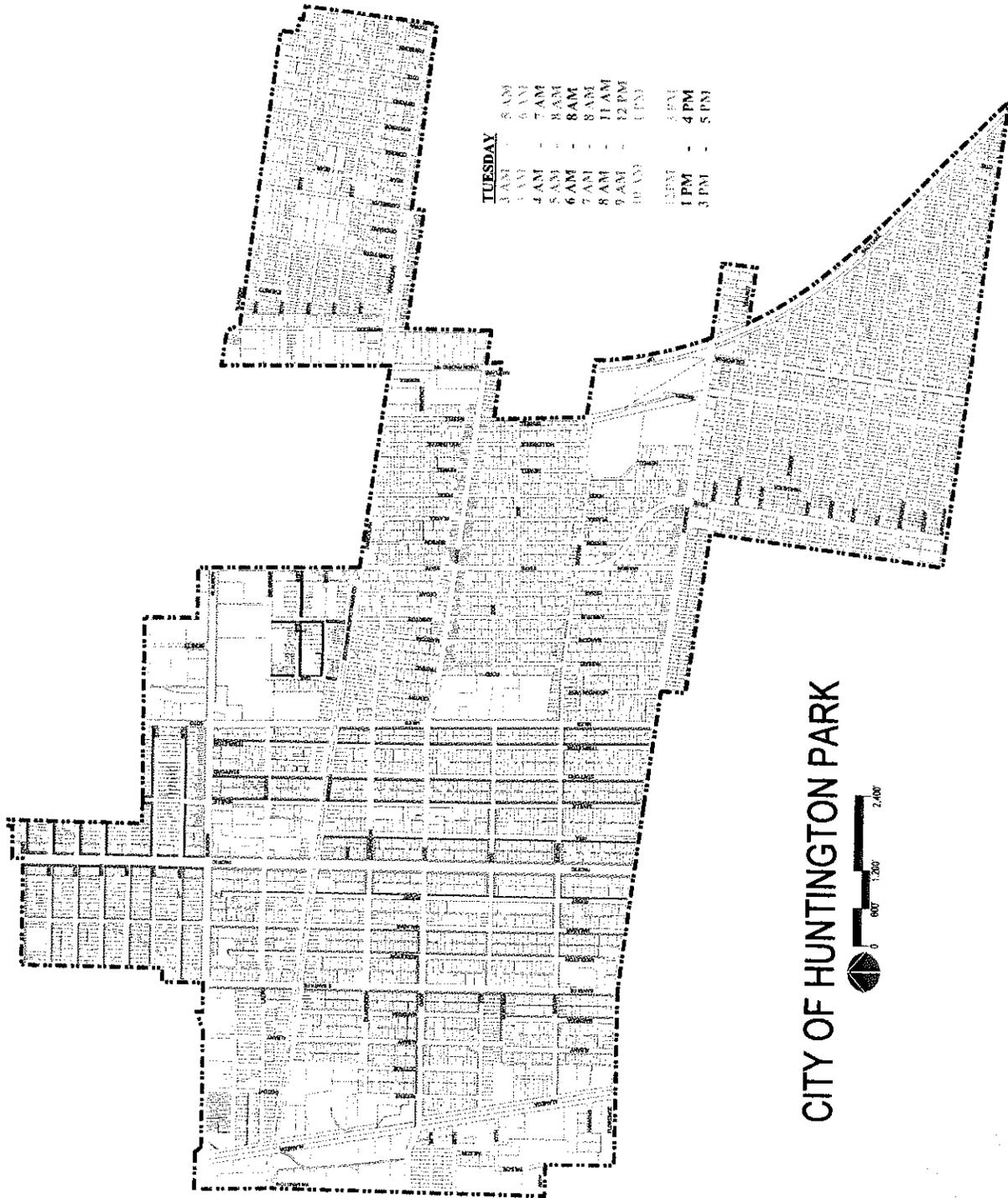


MONDAY

3 AM	-	5 AM
4 AM	-	6 AM
5 AM	-	7 AM
6 AM	-	8 AM
7 AM	-	9 AM
8 AM	-	10 AM
9 AM	-	11 AM
10 AM	-	12 PM
11 AM	-	1 PM
12 PM	-	2 PM
1 PM	-	3 PM
2 PM	-	4 PM
3 PM	-	5 PM

CITY OF HUNTINGTON PARK



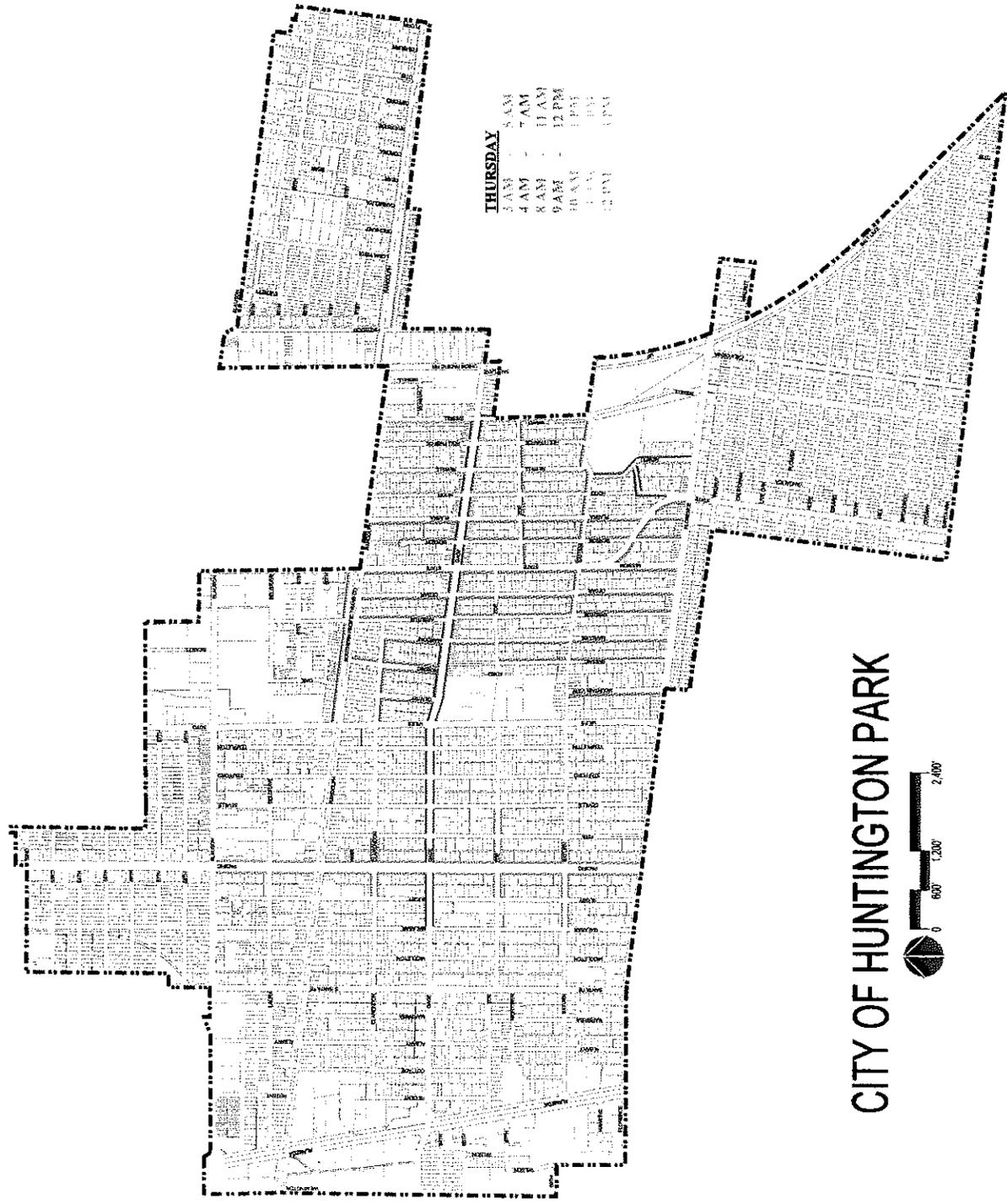


TUESDAY

3 AM -	8 AM
3 AM -	6 AM
4 AM -	7 AM
5 AM -	8 AM
6 AM -	8 AM
7 AM -	8 AM
8 AM -	11 AM
9 AM -	12 PM
10 AM -	1 PM
11 PM -	1 PM
1 PM -	4 PM
3 PM -	5 PM

CITY OF HUNTINGTON PARK

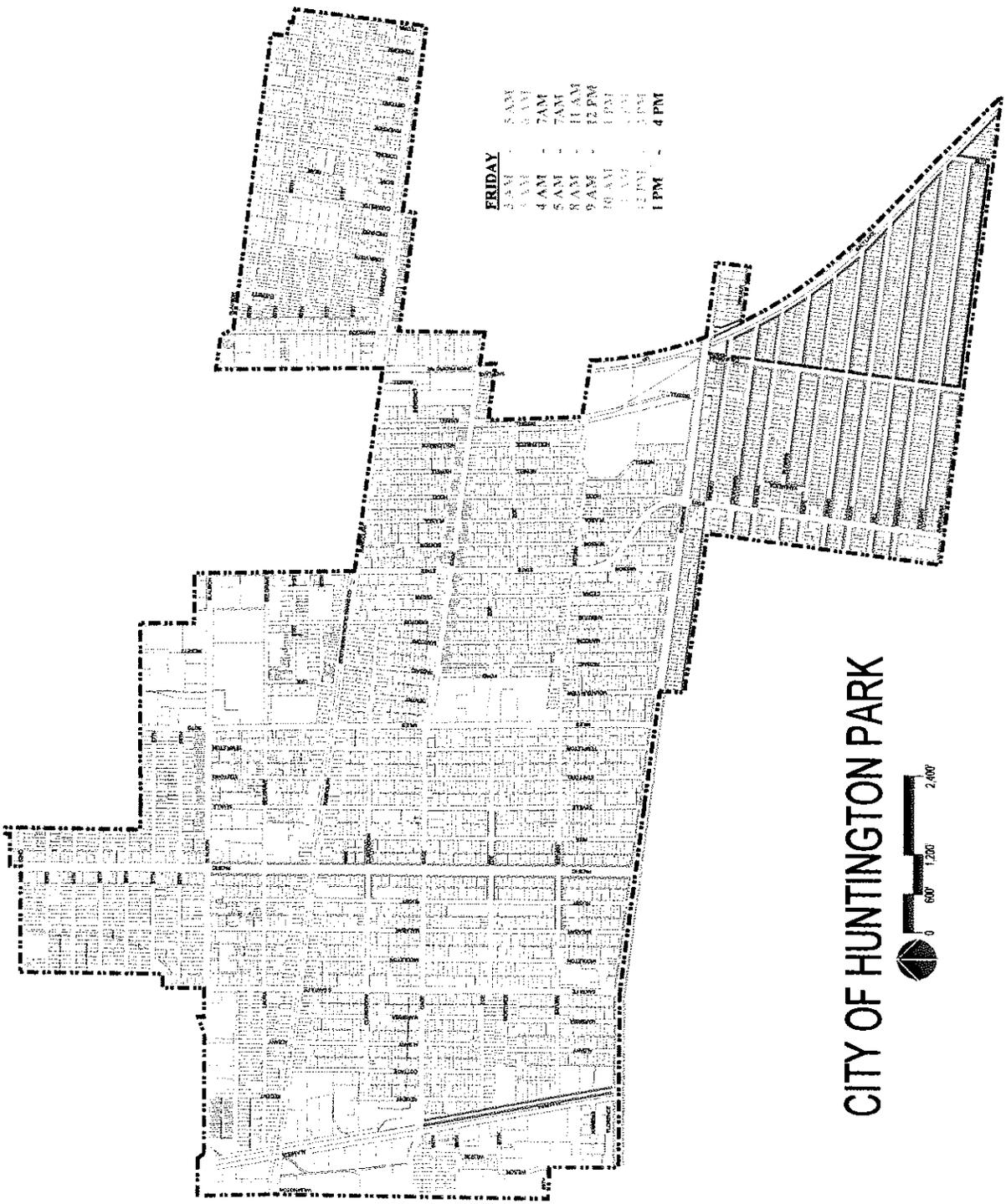




THURSDAY 5 AM
 3 AM - 7 AM
 4 AM - 11 AM
 9 AM - 12 PM
 10 AM - 1 PM
 1 PM - 4 PM

CITY OF HUNTINGTON PARK

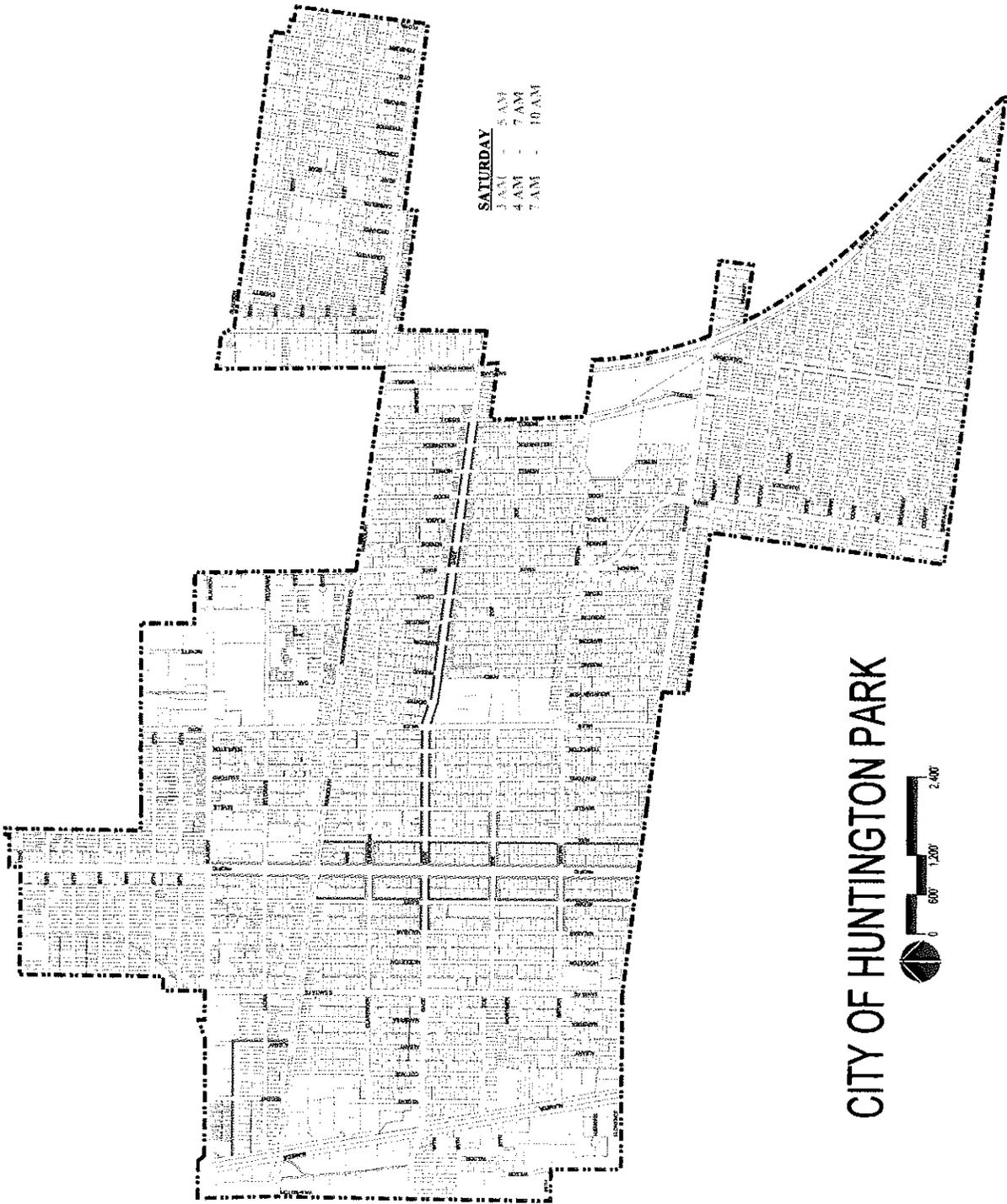




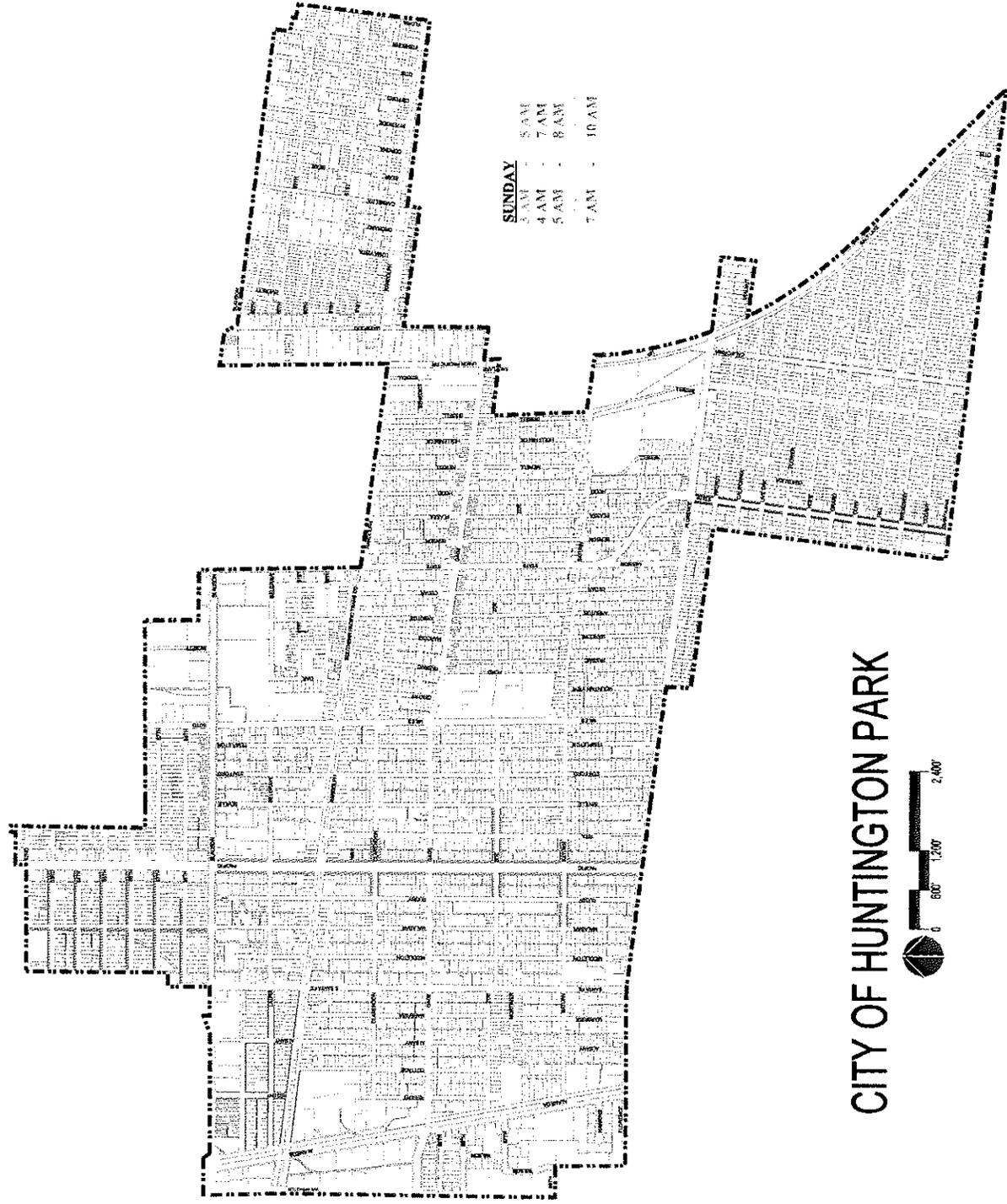
FRIDAY
 3 AM - 5 AM
 5 AM - 7 AM
 7 AM - 9 AM
 9 AM - 11 AM
 11 AM - 1 PM
 1 PM - 4 PM

CITY OF HUNTINGTON PARK





CITY OF HUNTINGTON PARK



SUNDAY
 3 AM -
 4 AM -
 5 AM -
 7 AM -
 8 AM -
 10 AM -

CITY OF HUNTINGTON PARK



APPENDIX C

INSURANCE

(A) The Contractor shall continuously maintain the following insurance coverages for the entire term of this Agreement

- (1) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease;
- (2) Commercial General Liability insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage (if applicable) and Independent Contractors Liability (if applicable) in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit, written on an occurrence form;
- (3) Comprehensive Automobile Liability coverage, including - as applicable - owned, non-owned and hired autos in an amount of not less than Two Million Dollars (\$2,000,000) aggregate and One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.

(B) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

(C) The City, through its designated representative and after direction from the City Council, is hereby authorized to reduce the requirements set forth above in the event he or she determines that such reduction is in the City's best interest.

(D) Each insurance policy required by this Agreement shall contain the following clauses:

This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk and Director of Public Works, City of Huntington Park, 6550 Miles Avenue Huntington Park, CA 90255. It is agreed that any insurance maintained by Joe's Sweeping, Inc., a California Corporation dba Nationwide Environmental Services, shall be primary insurance with respect to any other valid and collectible insurance the City may possess including any self-insurance retention the City may have set; any other insurance the City does possess shall be considered excess insurance and shall not contribute with it.

(E) Each insurance policy required by this Agreement, excepting policies for workers' compensation, shall contain the following clause:

APPENDIX A2

NEW STREET SWEEPING ROUTE SCHEDULE

Copy of New Street Sweeping Route Schedule Map – with days and times – to be prepared by Contractor within three (3) weeks of the execution of an agreement between the City and the street sweeping contractor.

APPENDIX B

Schedule of Performance

<u>SERVICES</u>	<u>FREQUENCY</u>
1. Downtown Streets	7 days per week
2. Arterial Streets	6 days per week
3. Raised Medians	1 time per week
4. Painted Medians	1 time per week
5. Major Intersections	1 time per week
6. Residential Streets	1 time per week
7. Alleys	1 time per week
8. Parking Structures	2 times per week
9. City Owned Parking Lots	2 times per week

City Sponsored Events. Contractor shall provide sweeping services for eight (8) City-sponsored or supported non-profit events. The area, type and service requirements for these events may vary from year to year. This service shall include, but not be limited to, streets, medians or alleys, and City-owned parking lots involved in the event. Contractor shall provide these services at no cost to the City or the event sponsors.

The City of Huntington Park, its elected and appointed officials, officers, agents, employees, representatives and volunteers are added as additional insured with respect to liability arising out of activities performed by or on behalf of the Contractor. This policy shall act for each insured as though a separate policy had been written for each. This, however will not act to increase the limit of liability of the Insurance Company.”

(F) Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(G) Prior to commencing any work under this Agreement, the Contractor shall deliver to the City Insurance Certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, the Contractor shall provide to the City endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory’s company affiliation and title. Should it be deemed necessary by the City, it shall be the Contractor’s responsibility to see that the City receives documentation acceptable to the City which sustains that the individual signing such documents is indeed authorized to do so by the insurance company. Also, the City has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

(H) In addition to any other remedies the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premium for such insurance for any sums due under this Agreement;
2. Order the Contractor to stop work under this Agreement and withhold any payment(s) which become due to the Contractor until such times as the Contractor demonstrates compliance with the requirements hereof;
3. Terminate this Agreement.

(I) Exercise of any of the above remedies, however, is an alternative to other remedies the Contractor may have and is not the exclusive remedy for the Contractor’s failure to maintain insurance or secure appropriate endorsements.

(J) Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage’s for subcontractors shall be subject to all of the requirements stated herein.

APPENDIX D1

COMPENSATION AND PAYMENT SCHEDULE FOR THE CURRENT STREET SWEEPING ROUTE

1. Monthly Sweeping Service Compensation: \$36,900.00 per month
2. Additional Services: \$20.00per curb mile
3. Emergency Service During Working Hours: \$85.00 per hour
4. Emergency Service After Hours: \$105.00 per hour

(K) Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

APPENDIX D2

**COMPENSATION AND PAYMENT SCHEDULE FOR THE NEW STREET SWEEPING
ROUTE**

Copy of the Compensation and Payment Schedule for the New Street Sweeping Route shall be incorporated and part of this Agreement upon approval by the City.

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



November 25, 2014

Mr. Julio F. Morales
Interim City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, 90255

Dear Mr. Morales:

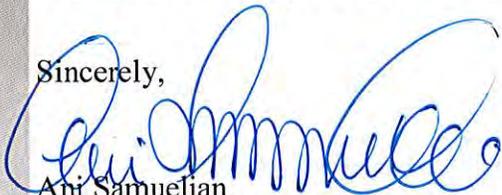
Per your request, Nationwide Environmental Services (NES) proposes to provide high quality catch basin cleaning services to the City of Huntington Park based on the Gateway Management Authority Notice of Inviting Bids.

Scope of Services

- Clean-out of all debris from approximately 522 catch basins (City to provide list)
- Services shall be performed on a semi-annual basis
- Debris collected will be hauled to the City Yard
- Cost of disposal will be the responsibility of the City
- ARS, CPS & Unmodified catch basins will be maintained at \$17.00 per unit and stenciling at \$7.00 per stencil for an annual cost of \$25,056.00
- Prices shall be firm for three (3) years
- Longer term available upon negotiation

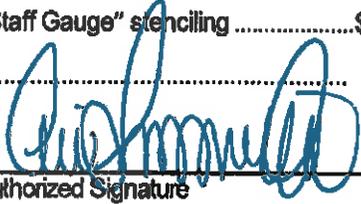
If you have any questions, please feel free to contact Nejteh Der Bedrossian at (562) 254-0205 or me. Thank you for your consideration.

Sincerely,



Ani Samuelian
Vice President

	Unit Price	# of CB	Extended \$
ARS Catch Basins	\$ <u>17.00</u> each	1000	\$ <u>17,000.00</u>
CPS Catch Basins.....	\$ <u>17.00</u> each	1000	\$ <u>17,000.00</u>
ARS & CPS Catch Basins.....	\$ <u>17.00</u> each	1000	\$ <u>17,000.00</u>
Non-retrofitted Catch Basins	\$ <u>17.00</u> each	1000	\$ <u>17,000.00</u>
"No Dumping" stenciling	\$ <u>7.00</u> each	1000	\$ <u>7,000.00</u>
"Staff Gauge" stenciling	\$ <u>4.00</u> each	1000	\$ <u>4,000.00</u>
.....		Total	\$ <u>79,000.00</u>



Authorized Signature

May 27, 2014

Date

GATEWAY WATER MANAGEMENT AUTHORITY

**NOTICE INVITING SEALED BIDS
FOR**

MUNICIPAL STORM SEWER CATCH BASIN MAINTENANCE BID

Public notice is hereby given that the Gateway Water Management Authority ("The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority"), invites sealed bids for the above-stated project and will receive such bids in the office of the Gateway Water Management Authority, 16401 Paramount Blvd., CA 90723 up to the hour of Tuesday, May 27, 2014 at 11:00 a.m., at which time they will be publicly opened.

The description of work to be done is available at the offices of the Gateway Water Management Authority at 16401 Paramount Blvd., Paramount, CA 90723 or upon written request via e-mail. Direct your request to Toni Penn at tonipenn.gateway@gmail.com with the subject line, "Request for Instructions and Description of Work to be Done for MSS Catch Basin Maintenance Bid". E-mail requests without such subject line may not receive the requested information.

The winning bidder will enter into contracts with individual municipalities ("Contracting Agencies") within the Gateway Water Management Authority region wishing to accept Contractor's pricing and terms.

Bids must be prepared on the proposal form in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The Gateway Water Management Authority reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 30 days.

**Gateway Water Management Authority
MUNICIPAL STORM SEWER CATCH BASIN MAINTENANCE BID**

DESCRIPTION OF WORK TO BE DONE

The Gateway Water Management Authority ("Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority") is a coalition of 24 municipalities responsible for the regional water planning needs of 2 million people in the Gateway Region of Southeast Los Angeles County.

In 2009, the Gateway Water Management Authority was awarded a \$10,000,000 stimulus grant through the America Reinvestment and Recovery Act (ARRA) to retrofit over 10,000 catch basins in 16 cities tributary to the Los Angeles River to meet Trash Total Maximum Daily Load (TMDL) targets.

The Gateway Water Management Authority is now seeking qualified bids for maintenance of catch basins within the entire Gateway Region (Los Angeles River and San Gabriel River tributaries). The Gateway Region is comprised of the following municipalities: the cities of Artesia, Bell, Bell Gardens, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Habra Heights, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier. The lowest responsible bidder ("Contractor") will enter into contracts with individual municipalities ("Contracting Agencies") wishing to accept Contractor's pricing and terms. All, some or none of the municipalities within the Gateway Region may wish to accept Contractor's pricing and terms. The total number of catch basins, if all cities contracted, is estimated between 14,000 and 18,000. The Gateway Water Management Authority will not be a Contracting Agency.

The Contractor will be required to maintain catch basins with connector pipe screens (CPS) and/or automatic retractable screens (ARS) and unmodified catch basins in accordance with the agreements entered into with the individual Contracting Agencies. Each Contracting Agency has a varying number of catch basins; therefore bids shall be made on a per catch basin basis and will remain in effect for 3 years from the date of acceptance.

Contract Work (including the maintenance of all catch basins owned by the Contracting Agencies):

Contractor shall inspect, clear all debris, and perform any required minor repairs to catch basins within the jurisdiction of the Contracting Agencies a minimum of one time between May 1 and September 30 of each year. In addition, Contractor shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agencies during the months of October, January and April. Contractor shall immediately clean any catch basin sumps found to have a blocked screened inlets, screened outlet, or be at least forty percent (40%) full of trash and debris. Contractor shall make minor repairs to any catch basin trash screen or trash collection device that is damaged. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the Contracting Agencies within twenty-four (24) hours of discovery.

Each Contracting Agency has a varying number of catch basins, most or all of which are currently labeled with the appropriate "NO DUMPING" language. When a Contracting Agency's catch basin having a CPS or ARS installation is not stenciled or needs to be re-stenciled, Contractor shall apply a stencil within forty-eight (48) hours of discovery. Stencil material shall be two-layer resilient thermoplastic with thirty percent (30%) graded glass beads, 3.15mm (125 mils) total thickness with beveled edges or equivalent. Material shall be AASHTO designated M249-79 (86), except that material shall be pre-formed (See CLB Standard Plan No. 636). If the Catch basin is owned by the County of Los Angeles, Contractor shall re-stencil catch basins that have the existing stenciling – "Staff Gauge" – if needed in accordance with Los Angeles County Standard (Appendix A-2 Staff Gauge) attached as Exhibit A. Contractor shall take photos documenting the before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 megapixel (MP) in quality, in peg (.jpg) format, and submitted with the invoice to the designated Contracting Agency office.

Bid prices shall be submitted for each type of catch basin and shall include costs to maintain each type for a twelve-month period including inspections, debris removal and minor repairs, as specified. Bid prices shall also be submitted for stenciling and shall include costs, as specified herein. The Contracting Agencies will pay the Contractor for each of the required inspections and cleanings based on the Contractor's bid. Requests for payment shall be submitted to the contracting agency upon completion of each of the four required inspections and cleanings. The contracting agency may request additional cleanings based on the Contractor's bid.

Minor Maintenance as used within this specification shall mean adjustments to the ARS unit to allow for proper operation. Minor Maintenance shall include repairs to the CPS screen that may result during the cleaning of the catch basin. Minor Maintenance does not include the replacement of bent or damaged parts caused by vandalism or accident. If the work required to restore the ARS to proper operation exceeds minor Maintenance the contractor shall schedule a meeting with the City Maintenance staff to confirm the extent of the damages. The Cleaning Contractor shall not participate in the replacement of damaged ARS units when the work exceeds the definition of Minor work contained above.

The contractors are advised that the following tables are an approximate total of catch basins that the individual cities own and are responsible for. If the Cities sign contracts based on this proposal the Contractor is advised to work with the Cities to arrive at an accurate and complete list of Catch Basins.

City catch basins San Gabriel River Watershed

Artesia	0
Cerritos	344
Hawaiian Gardens	49
La Habra Heights	27
La Mirada	221
Lakewood	90
Long Beach	3
Norwalk	55
Paramount	58
Pico Rivera	83
Santa Fe Springs	312
Signal Hill	12
Whittier	59
Total	1,313

Current Gateway Cities Los Angeles River Watershed Catch Basins:

	ARS CB	CPS CB	unmodified CB
Long Beach	1130	2691	750
Vernon	13	848	46
Compton	854	1145	99
Commerce	320	545	115
South Gate	499	682	59
Montebello	881	919	135
Bell Gardens	154	248	25
Downey	76	395	43
Huntington Pk	284	442	37
Lynwood	359	579	14
Paramount	229	320	
Bell	137	238	
Maywood	116	151	
Signal Hill	114	139	
Cudahy	105	130	
Pico Rivera	47	56	
Lakewood	2	2	4
Total	5320	9537	1327

GATEWAY WATER MANAGEMENT AUTHORITY
MUNICIPAL STORM SEWER CATCH BASIN MAINTENANCE
CATCH BASIN MAINTENANCE BID FORM

Bidder Name and Address: _____

Bidder Phone and E-mail: _____

Bid price shall be based on a per catch basin costs and shall include the following work to be performed:

Contractor shall inspect, clear all debris, and perform any required minor repairs to catch basins within the jurisdiction of the Contracting Agencies a minimum of one time between May 1 and September 30 of each year. In addition, Contractor shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agencies during the months of October, January and April. Contractor shall immediately clean any catch basin sumps found to have a blocked screened inlet, screened outlet, or be at least forty percent (40%) full of trash and debris. Contractor shall make minor repairs to any catch basin trash screen or trash collection device that is damaged. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the Contracting Agencies within twenty-four (24) hours of discovery.

Each Contracting Agency has a varying number of catch basins, most or all of which are currently labeled with the appropriate "NO DUMPING" language. When a Contracting Agency's catch basin having a CPS or ARS installation is not stenciled or needs to be re-stenciled, Contractor shall apply a stencil within forty-eight (48) hours of discovery. Stencil material shall be two-layer resilient thermoplastic with thirty percent (30%) graded glass beads, 3.15mm (125 mils) total thickness with beveled edges or equivalent. Material shall be AASHTO designated M249-79 (86), except that material shall be pre-formed (See CLB Standard Plan No. 636). If the Catch Basin is owned by the County of Los Angeles, Contractor shall re-stencil catch basins that have the existing stenciling – "Staff Gauge" – if needed in accordance with Los Angeles County Standard (Appendix A-2 Staff Gauge).

Contractor shall take photos documenting the before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 megapixel (MP) in quality, in .jpg format, and submitted with the invoice to the designated Contracting Agency office.

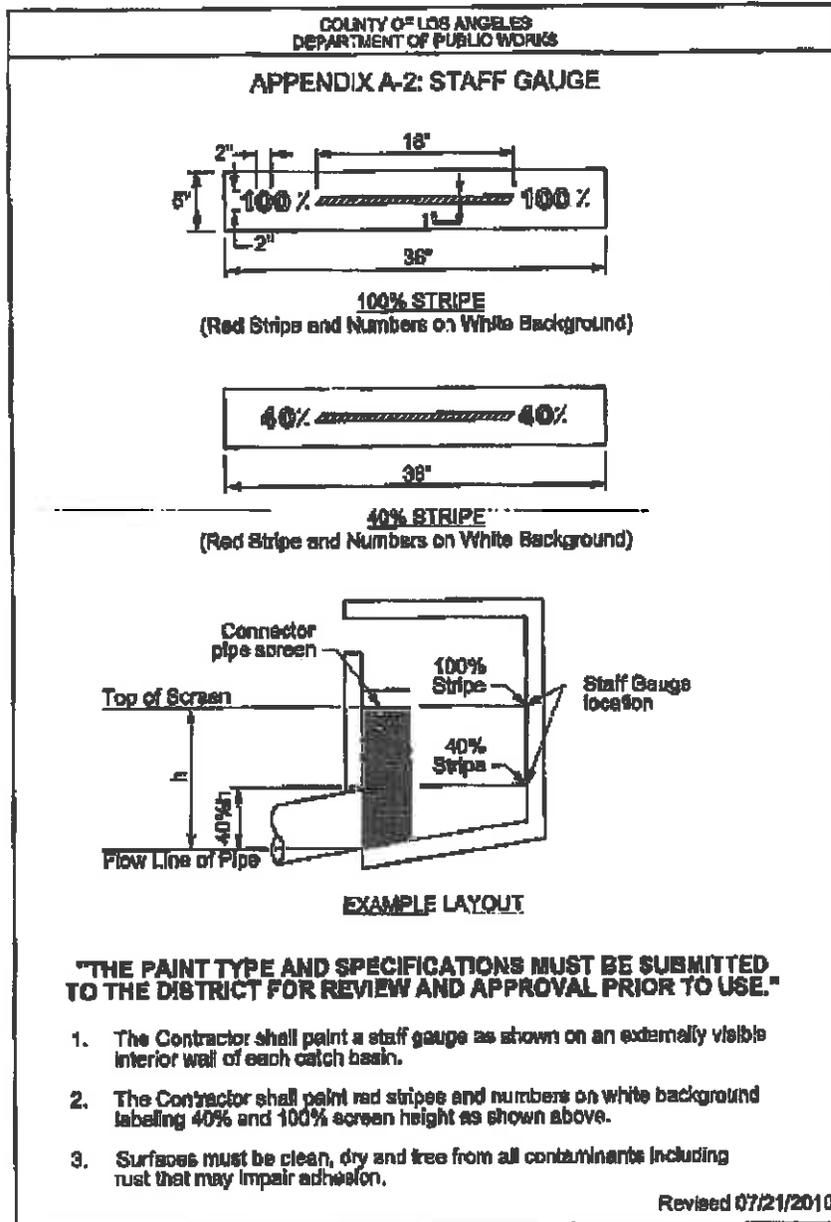
Bid prices shall be guaranteed.

	Unit Price		# of CB	Extended \$
ARS Catch Basins	\$ _____	each	1000	\$ _____
CPS Catch Basins.....	\$ _____	each	1000	\$ _____
ARS & CPS Catch Basins.....	\$ _____	each	1000	\$ _____
Non-retrofitted Catch Basins	\$ _____	each	1000	\$ _____
"No Dumping" stenciling	\$ _____	each	1000	\$ _____
"Staff Gauge" stenciling	\$ _____	each	1000	\$ _____
.....			Total	\$ _____

Authorized Signature

Date

Exhibit A



Gateway Water Management Authority

INSTRUCTIONS TO BIDDERS **FOR**

MUNICIPAL STORM SEWER CATCH BASIN MAINTENANCE BID

Cover Letter (to be attached to the front of the Bid Packet):

- o Introduce your company and summarize your proposal in the cover letter. Describe your understanding of the Description of Work (DOC) as well as your general approach. Include the name and telephone number of the person who is completely familiar with the bid.
- o The bid cover letter shall be signed by an official authorized to bind the bidder contractually.

• **Bidder Information**

- o Bidder's full name and address and year company was founded
- o Bidder's legal status, type of State contractor's license, state contractor's license number and Tax Identification Number

General Requirements:

- o Names of subsidiaries or parent company, if applicable
- o Names of company owners and senior management team
- o Resumes of proposed individuals that shall participate in providing services, including their title and years of experience.

Minimum Qualifications:

- o Proof of meeting all of the minimum qualifications listed above must be included with the bid.

A bidder's failure to provide proof of meeting the minimum qualifications shall result in an immediate rejection of the bid.

Specifications and Examination of Sites and Work:

The Standard Specifications of the Greenbook are incorporated into this request for bids.

The following sentences are added to the end of Subsection 2-5.1, "General," of the Standard Specifications of the Greenbook:

"Each bidder must become fully informed of the conditions relating to the work and the employment of labor thereon. Failure to do so will not relieve the Contractor of the obligation to furnish all material and labor necessary to carry out the provisions hereof."

Pre-bid Conference:

No pre-bid conference is scheduled. At the discretion of the Gateway Water Management Authority, a meeting may be scheduled prior to the closing of the bid process.

Examination of Bid Documents:

By submitting a bid, the bidder represents that it has thoroughly examined and become familiar with the work required under this request for bids, and that it is capable of performing quality work within the established schedule to achieve the objectives of the Gateway Water Management Authority specified in this request for bids. All bidders are required to comply with all of the provisions of this request for bids. The Contractor shall be bound by the Plans, Specifications, and Bid for Contracting Agencies and shall perform the required work at the price bid.

Addenda:

If the Executive Officer, in the Executive Officer's sole discretion, believes there is a need for clarification, the Executive Officer will issue an Addendum to all prospective bidders. The Gateway Water Management Authority shall make any changes to the requirements of this request for bids by written addenda only. Changes to the bid will be posted on the Gateway Water Management Authority's website at (www.gatewayirwmp.org).

Clarifications:

Should a bidder have questions about this request for bids or require clarifications or comments, the bidder shall notify the Gateway Water Management Authority via email ONLY. All questions or requests for clarifications and/or comments submitted shall be clearly labeled "Written Questions," and e-mailed to Toni Penn at tonipenn.gateway@gmail.com with the email subject line "Catch Basin Maintenance Bid – Written Questions." All question or requests for clarifications and/or comments must be received by the Gateway Water Management Authority no later than May 16, 2014 at 5:00 p.m. The Gateway Water Management Authority shall not be responsible for failure to respond to a question or request for clarification and/or comment that has not been properly labeled.

Additional Information Regarding this Request for Bids:

For further information regarding this request for bids, bidders may contact Toni Penn at tonipenn.gateway@gmail.com. No phone calls will be accepted.

Last Day to Receive Bids:

Bids must be received by the Gateway Authority at or before 11:00 a.m. on Tuesday, May 27, 2014 Pacific Standard Time (PST) at which time they will be publicly opened. Any bid received after the date and time specified above will be rejected, considered non-responsive, and returned to the Bidder(s) unopened.

Submission of Bids:

Bids shall be addressed as follows:

Gateway Water Management Authority
Attn: Toni Penn
16401 Paramount Blvd.
Paramount, CA 90723

Bidders shall submit an original bid document in a sealed package, addressed as shown above, bearing the bidders' names and addresses. Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the Gateway Water Management Authority office at the address listed above. Late proposals will not be considered.

Acceptance of Bids:

The Gateway Water Management Authority reserves the right to accept or reject any and all submittals, or any item or part thereof, or to waive any informalities or irregularities in submittals.

The Gateway Water Management Authority reserves the right to withdraw this request for bids at any time without prior notice, and the Gateway Water Management Authority makes no representations that any contract will be awarded to any bidder responding to this request for bids by any of the Contracting Agencies. The Contracting Agencies reserve the right to contract with other entities for catch-basin maintenance services. The Gateway Water Management Authority reserves the right to postpone for its own convenience the date for receipt of the bids. The Gateway Water Management Authority reserves the right to modify the schedule.

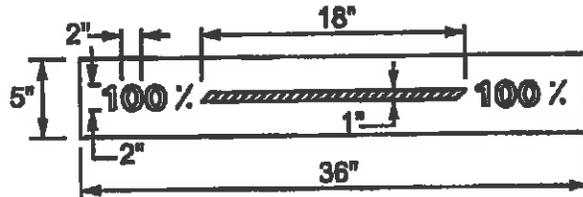
Pre-Contractual Expenses:

The Gateway Water Management Authority shall not pay or reimburse bidders for pre-contractual expenses incurred by any bidder, including but not limited to those identified below:

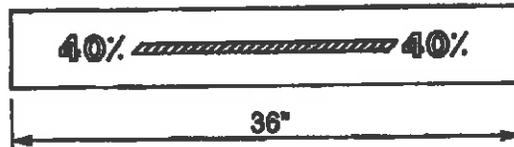
1. Submitting a bid to the Gateway Water Management Authority; and/or
2. Any other expenses incurred by bidder prior to the date of execution of contract documents constituting the agreement between the bidder and any of the contracting agencies.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

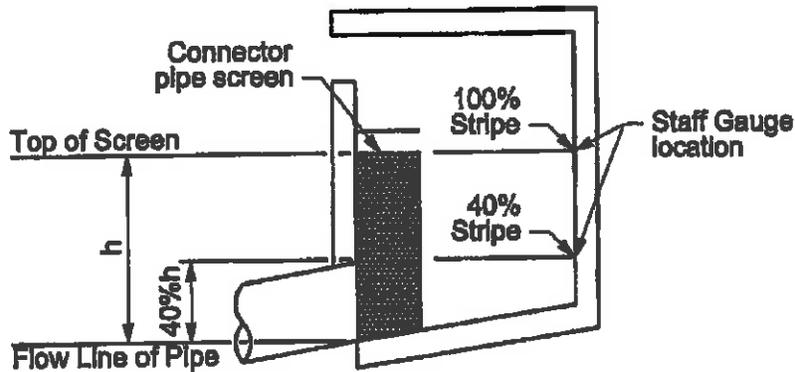
APPENDIX A-2: STAFF GAUGE



100% STRIPE
(Red Stripe and Numbers on White Background)



40% STRIPE
(Red Stripe and Numbers on White Background)



EXAMPLE LAYOUT

"THE PAINT TYPE AND SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL PRIOR TO USE."

1. The Contractor shall paint a staff gauge as shown on an externally visible interior wall of each catch basin.
2. The Contractor shall paint red stripes and numbers on white background labeling 40% and 100% screen height as shown above.
3. Surfaces must be clean, dry and free from all contaminants including rust that may impair adhesion.

Revised 07/21/2010

GATEWAY WATER MANAGEMENT AUTHORITY

Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

16401 Paramount Blvd., Paramount, CA 90723 • 562.663.6850 phone 562-634-8216 fax • www.gatewayirwmp.org

ANNOUNCEMENT OF OPPORTUNITY TO ACCESS BID PRICING FOR CATCH BASIN MAINTENANCE/CLEANING

To: Director of Public Works

From: Toni M. Penn, Administrative/Accounting Assistant
Gateway Water Management Authority (GWMA)

Subject: Municipal Storm Sewer Catch Basin Maintenance

Date: June 16, 2014

As you may know, The Gateway Water Management Authority ("GWMA") is a large coalition of municipalities responsible for the regional water planning needs of 2 million people in the Gateway Region of Southeast Los Angeles County. While current membership is 26 voting members from 24 cities, 2 water agencies, the interests, activities and services of the GWMA expand to the entire region regardless of membership.

Earlier this year, the GWMA prepared and issued a Request for Bids for catch basin maintenance/cleaning. The board felt it was necessary and prudent to solicit competitive pricing on behalf of the entire region's cities for retrofitted and non-retrofitted catch basin cleaning because of its high cost. GWMA's role is limited to conducting the competitive bidding process with the board accepting the bidders that meet the requirements. GWMA is not the contracting agency. But rather, it is presenting the results of the competitive bid process to all Gateway Region cities wishing to take advantage of the competitive pricing. In the event a city wishes to avail themselves of this process, each city is free to contact and/or enter into contracts with any of the three bidders (see below).

For purposes of the Catch Basin Maintenance/Cleaning bid process and in order to take advantage of the pricing, eligibility is limited to the following Gateway Region cities:

Christopher Cash, Board Chair • Adriana Figueroa, Vice-Chair • Charlie Honeycutt, Secretary/Treasurer • Kevin Wattier, Chair Emeritus
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Cudahy • Downey • Hawaiian Gardens • Huntington Park • La Mirada • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Maywood • Montebello • Norwalk • Paramount • Pico Rivera • Santa Fe Springs • Signal Hill • South Gate • Vernon • Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

GATEWAY WATER MANAGEMENT AUTHORITY

Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

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Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon and Whittier.

To that end, the board presents the following bidders from lowest to highest cost. All three bidders meet the bid requirements as set forth in the bid documents enclosed herein:

Nationwide Environmental Services

11914 Front Street

Norwalk, CA 90650

Phone: 562-860-0604

Fax: 562-868-5726

E-mail: ani@nes-sweeping.com
ani@nes-sweeping.com 

Catch Basin Maintenance/Cleaning Prices:

ARS Catch Basins	\$17.00 each cleaning
CPS Catch Basin	\$17.00 each cleaning
ARS & CPS Catch Basins	\$17.00 each cleaning
Non-retrofitted Catch Basins	\$17.00 each cleaning
"No Dumping" stenciling	\$7.00 each
"Staff Gauge" stenciling	\$4.00 each

Christopher Cash, Board Chair • Adriana Figueroa, Vice-Chair • Charlie Honeycutt, Secretary/Treasurer • Kevin Wattler, Chair Emeritus

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Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

16401 Paramount Blvd., Paramount, CA 90723 • 562.663.6850 phone 562-634-8216 fax • www.gatewaylrwmp.org

Ron's Maintenance
5428 S Broadway St
Los Angeles, CA 90037
Phone: 562-861-2430
Fax: 562-861-2418

E-mail: ronsmaintenance@aol.com

Catch Basin Maintenance/Cleaning Prices:

ARS Catch Basins	\$19.00 each cleaning
CPS Catch Basin	\$19.00 each cleaning
ARS & CPS Catch Basins	\$19.00 each cleaning
Non-retrofitted Catch Basins	\$17.00 each cleaning
"No Dumping" stenciling	\$6.00 each
"Staff Gauge" stenciling	\$6.00 each

United Storm Water, Inc.
14000 E Valley Blvd.
City of Industry, CA 91746

Phone: 626-961-9326
Fax: 626-961-3166

E-mail: ramon@unitedstormwater.com

Catch Basin Maintenance/Cleaning Prices:

ARS Catch Basins	\$85.81 each cleaning
CPS Catch Basin	\$103.08 each cleaning
ARS & CPS Catch Basins	\$103.08 each cleaning
Non-retrofitted Catch Basins	\$85.81 each cleaning
"No Dumping" stenciling	\$35.00 each
"Staff Gauge" stenciling	\$5.00 each

Christopher Cash, Board Chair • Adriana Figueroa, Vice-Chair • Charlie Honeycutt, Secretary/Treasurer • Kevin Wattler, Chair Emeritus

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In the attachments to this memo, you will find a staff report to the GWMA dated June 12, 2014, which describes the bidding process. In addition, the documents pertaining to the bid process, including the description of work to be included in the pricing, are attached herein for your reference. If your city wishes to utilize the competitive pricing of the Gateway Authority's selected bidder, please contact the bidder directly to enter into a contract with your city.

We hope that you will find this type of service to our region's cities as helpful in minimizing costs and reducing budgetary requirements for what seems like an ever-increasing amount of unfunded mandates.

If you have any questions, or need more information, please do not hesitate to contact Toni Penn at (626) 484/6876

Attachments: Staff Letter to Gateway Board regarding bid process
Notice Inviting Bids
Instructions to Bidders
Description of Work
Bid Analysis
1 set of bid proposals from each responsive bidder (3 bidders)

Christopher Cash, Board Chair • Adriana Figueroa, Vice-Chair • Charlie Honeycutt, Secretary/Treasurer • Kevin Wattler, Chair Emeritus
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With Technical Support From The Sanitation Districts Of Los Angeles County



United Pacific Waste
& Recycling Services

November 24, 2014

Mr. Julio Morales
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

Subject: *Proposal for Refuse Service*
Service Address: *Pacific Blvd., Huntington Park*

Dear Mr. Morales:

In accordance with our discussion, I am pleased to present my proposal to serve your waste management needs.

The owners of United Pacific Waste (UPW) have been serving the waste collection and recycling needs of the Greater Los Angeles area for almost 100 years. During its long history, the company has earned a reputation for providing extraordinary services at fair market prices. UPW has the proven ability to meet and exceed the needs and expectations of our customers. The company maintains a large fleet of radio dispatched vehicles to assure prompt response to extraordinary service needs.

If I am able to earn your business, I pledge to provide consistent, personal attention to your account and insure the highest level of quality service.

Our proposed service fees are as follows:

Current Service to be Provided

Qty.	Container Size	Service Level	Trash/Recycling	Monthly Rate
139	Street Side Litter Cans	7 x Week Twice Per Day	Trash	\$16,680.00/month

Big Belly/Smart Belly Compactors

Qty.	Container Size	Service Level	Trash/Recycling	Monthly Rate
25	Street Side Litter Cans BigBelly/SmartBelly compactors	7 x Week Once Per Day	Trash/Recycling	\$2,450.00/month

I will consider it a privilege to serve your account. If you have questions, please feel free to call me at (562) 699-7600 extension 101.

Cordially,

Michael Kandilian
Chief Executive Officer



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

December 1, 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:

HP SPARTANS REQUEST FOR USE AND FACILITY FEE WAIVER FOR SALT LAKE PARK BALL DIAMONDS FOR YOUTH BASEBALL TOURNAMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review HP Spartans Special Event Park Use and Facility Fee Waiver Application for the use of the Salt Lake Park ball diamonds for a three-day baseball tournament;
2. Approve and issue permit for the use of the Salt Lake Park ball diamonds for the HP Spartan's baseball tournament, as required per the City's municipal code for activities in public places;
3. Consider waiving the non-budget impact facility use fees in the amount of \$1312.70.

BACKGROUND

Jose Sanchez, President and Founder of the HP Spartans baseball travel team has submitted a Special Event Park Use Permit Application and Facility Fee Waiver Application for the use of the Salt Lake Park ball diamonds for a three-day youth baseball tournament. The tournament will be hosted for children ages 10 to 17 and will serve as a holiday toy drive. Each tournament player will be required to donate a new unwrapped toy and each registered team will pay \$200. It is the intention of the HP Spartans travel team to donate the collected toys to needy children during the holiday season.

HP SPARTANS REQUEST USE AND FACILITY FEE WAIVER FOR SALT LAKE
PARK BALL DIAMONDS FOR YOUTH BASEBALL TOURNAMENT

December 1, 2014

Page 2 of 3

If approved, the tournament is proposed to take place on all four Salt Lake Park ball diamonds on the following days and times:

Friday, December 5, 2014 from 5 – 9 p.m.

Saturday, December 6, 2014 from 7 a.m. – 4 p.m.

Sunday, December 7, 2014 from 7 a.m. – 7 p.m.

Mr. Sanchez anticipates 150 tournament participants (approximately 18 or more teams) and their families to be in attendance throughout the three day tournament.

Per Chapter 13 Activities in Public Places of the City's municipal code, an organized activity involving 100 or more persons that takes place on City owned and/or public property and will require the use of four (4) or more public parking stalls, is considered an activity in a public place. These activities require a permit to be approved and issued by order of the City Council. Therefore, the HP Spartans will require a permit, since their baseball tournament, by definition, is an activity in a public place.

Mr. Sanchez has subsequently requested a complete facility fee waiver in the amount of \$2,116.70 for the use of the baseball diamonds at Salt Lake Park for the three day tournament. Staff recommends that the City Council consider waiving the facility use fees, or the non-budget impacting fees, since the HP Spartans will be in receipt of revenue from the \$200 team registration fee they will charge (*approximate minimum revenue of \$3,600*).

FISCAL IMPACT/FINANCING

The total cost to host the HP Spartans youth baseball tournament on the Salt Lake Park ball diamonds is \$2,116.70. Mr. Sanchez has requested a waiver of all fees and has provided a financial hardship letter and documentation of their IRS Employer Identification Number (see Attachment D).

The fee detail listing* is the following:

Non-Budget Impacting Fees

Facility rental fees \$1,230.00

Business License \$82.70

Sub-total \$1,312.70

Budget Impacting Fees

Personnel \$442

Light fee \$140

Field marking \$72

Refundable Deposit \$150

Sub-total \$804

HP SPARTANS REQUEST USE AND FACILITY FEE WAIVER FOR SALT LAKE
PARK BALL DIAMONDS FOR YOUTH BASEBALL TOURNAMENT

December 1, 2014

Page 3 of 3

Total Cost \$2,116.70

**For the purposes of this report, non-profit fees were applied.*

LEGAL AND PROGRAM REQUIREMENTS

Per municipal code 5-13.08 and 5-13.10, organizations conducting an activity in a public place are required to both furnish the City with general liability insurance, which claims the City of Huntington Park, its officers, agents and employees as additionally insured and to acquire a business license from the City. HP Spartans have submitted proof of insurance (please see Attachment C)

In addition, the HP Spartans must provide the City Council with proof of financial hardship (see Attachment D), to be considered and eligible for a facility fee waiver.

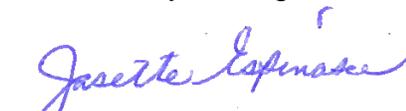
CONCLUSION

Upon Council approval, staff will process the Special Event Park Use Permit application, collect all necessary fees and paperwork from the HP Spartans and will reserve the fields for the proposed baseball tournament.

Respectfully submitted,



JULIO MORALES
Interim City Manager



Josette Espinosa
Director of Parks and Recreation

ATTACHMENTS

- A: Special Event Park Use Pert & Facility Fee Waiver Application
- B: Invoice
- C: HP Spartan Insurance & IRS Tax ID
- D: HP Spartan Financial Hardship Letter

SPECIAL EVENT PARK USE PERMIT APPLICATION



PERMIT No. _____

FILING FEE: \$80 (for-profit organization) \$30 (non-profit organization)
Applications must be submitted by October 1 to be considered for following calendar year
Applications received after October 1 must be submitted at least 90 days before event

A. APPLICANT INFORMATION

Applicant Name: H.P. Spartans travel team / Jose Sanchez
(If organization/business, include name of a contact person)

Address: 6211 Marbrisa Ave H.P. ca 90255

Telephone #: 213.705-1023 Emergency Telephone #: 323.893-0515

Huntington Park Business License #: _____ Are you a non-profit organization? Yes No

Applicant's authorized representative(s) for management of event. If more than one, please list on a separate sheet of paper. (Note: Applicant/authorized representative(s) must be present at all times during event)

Name: Jose Sanchez

Telephone #: 213-705-1023 Drivers License #: _____

E-mail address: djhoerae@msn.com

Address: same as above

B. APPLICANT EXPERIENCE/REFERENCES

The organization applying for the special event permit must have at least three years of experience conducting the same or similar event proposed in this application.

Does your organization have at least three years of experience? Yes No

Provide three references of other cities/counties where you have conducted a similar event.

1. City/County: LAUSD / LA'S BEST Contact Person: DeAnn Rivera

Telephone #: 818-675-3949 Dates of last event: 1995-2009

2. City/County: H.P. SALT LAKE PARK Contact Person: Gustavo Hernandez

Telephone #: 323-584-6218 Dates of last event: 2-26-14

3. City/County: _____ Contact Person: _____

Telephone #: _____ Dates of last event: _____

C. EVENT INFORMATION

Description of Event (Include all goods/services to be sold, number of rides, concessions, tents, stages, special displays or equipment used, animals, etc. If more space is needed attach a separate sheet of paper)

Baseball fields only. For a tournament.

Anticipated Attendance Total: 250 Per Day: 90

D. EVENT ENTERTAINMENT

Attach a 1-2 page detailed list and description of all entertainment to be featured at your event.

E. EVENT DATES/TIMES

Setup

12.5.14

12-5-14 5-9 p.m
12-6-14 7am-4pm
12-7-14 7am-7pm

Setup begins on: Setup ends on:

Setup will occur each day from: 7:00 AM until 8:00 AM

Event

Event begins on: 8:00 Event ends on: 6:00 PM

Event will be open each day from: 7:00 AM until 6:00 PM

Cleanup

Throughout the day

Cleanup begins on: 6:00 PM Cleanup ends on:

Cleanup will occur each day from: until

Notes: Teams clean up after each game

F. EVENT LOCATION

[X] Salt Lake Park [] Freedom Park [] Robert Keller Park [] Senior Park [] Other

(Describe area of park your event will utilize)
baseball fields

G. The following is required three weeks prior to event:

- Refundable Deposit, County Fire Permit, Entertainment Approval, Business License, Security Plan, Insurance, Building Permit, Plot Plan

II. SITE PLAN

Your site plan/route map should be submitted in blueprint or computer-generated format and include:

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- The provision of minimum 20-foot emergency access lanes throughout the event venue.
- The location of first aid facilities and ambulances.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- Generator locations and/or source of electricity.
- Sources of water.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- Identification of all event components that meet accessibility standards.
- Other related event components not listed above.

I. SECURITY PLAN

Have you hired a licensed professional security company to develop and manage your event's security plan?

Yes No

Does not APPLY

If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization: _____

Address: _____

Telephone #: _____ Emergency Telephone #: _____

Cell #: _____ Fax #: _____

Private Patrol Operator License # _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

J. BUILDING AND SAFETY INFORMATION SHEET

Building and Safety Fee Schedule for Special Events:

Does Not Apply

> Tents/structures/devices

For inspection of structures or devices regulated by Chapter 66 the first inspection or first structure/device \$267.04

Each additional structure and/or device \$42.88

> Electrical

Carnival rides (electric or generator driven): \$ 63.52 each

Carnival rides (mechanically driven): \$ 26.40 each

Walk through - attractions/electric displays: \$ 26.40 each

Booth lighting (i.e. carnival games, etc.): \$ 26.40 each

Temporary power pole: \$ 71.36 each

Motors, generators, transformers (rating in horsepower HP, kilowatts KW, kilovolt amperes KVA):

Rating over 3 and not over 10, each \$ 32.64

Rating over 10 and not over 50, each \$ 75.36

Rating over 50 and not over 100, each \$ 140.96

Rating over 100, each \$ 232.64

Any installation of any equipment rated at 400 amperes or larger;

Any installation of a motor rated more than 10 HP;

Any installation of equipment rated above 600V require Plan Review, please submit electrical plans 90 days prior to event. Plan Check fees are 70% of permit fees but not less than \$179.04

> Other

Minimum fee for any inspection not covered above is \$100.30 per hour (minimum of two hours)

Issuance fee per each permit: \$45.28

> EVENT INFORMATION

Applicant: _____

Event address: _____ Date: _____

Event contact name: _____ Phone: _____

Event contact name: _____ Phone: _____

Tents (indicate number of tents and size of each):

Rides and attractions:

electrical/generator driven rides: _____

mechanical driven rides: _____

walk through/electric displays/booths: _____

Generators:

_____ @ _____ (circle one) hp kw kva
_____ @ _____ hp kw kva

_____ @ _____ (circle one) hp kw kva
_____ @ _____ hp kw kva

Application must be **submitted to Director of Parks & Recreation a minimum of 90 days** prior to event date and **returned a minimum of 3 weeks prior to event date** with all required approvals (see attached checklist). Two sets of plot plans and/or floor plans showing locations of all event activity, pedestrian trash, porta-potties, security plan, entertainment list, and vehicle circulation, pedestrian circulation or parking as necessary must be attached.

CERTIFICATE OF THE APPLICANT: I understand and agree to abide by all of the Special Event Permit regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

FOR OFFICE USE ONLY	
Date submitted:	_____
Received by:	_____
File fee:	_____
Receipt #:	_____



Applicant's Signature

11-17-14

Date

PERMIT No. _____

APPROVAL CHECKLIST

The Department of Parks & Recreation requires proof of approval from the following departments and agencies. Please be advised that the \$80 fee will not be refunded if event does not take place as scheduled due to denial of request by other agency and/or property owner (s) or failure by applicant to obtain required approval signatures.

L.A. County Fire Department, Prevention Bureau
 3161 E. Imperial Highway, Lynwood, CA 90255 (310) 603-5258

Approved Not Approved No Approval Necessary Approved with conditions: _____

 Name/Title: _____ Signature: _____

L.A. County Health Department, Environmental Health Specialist
 245 S. Fetterly Ave., Room 2014, Los Angeles, CA 90022 (323) 780-2272

Approved Not Approved No Approval Necessary Approved with conditions: _____

 Name/Title: _____ Signature: _____

State Department of Alcohol, Beverage Control, Duty Investigator
 300 S. Spring St., Suite 2001-N, Los Angeles, CA 90013 (213) 897-5391

Approved Not Approved No Approval Necessary Approved with conditions: _____

 Name/Title: _____ Signature: _____

City of Huntington Park Police Department, Watch Commander
 6542 Miles Avenue, Huntington Park, CA 90255 (323) 584-6254

Approved Not Approved No Approval Necessary Approved with conditions
 Entertainment Security Plan Street Closure Parking

 Name/Title: _____ Signature: _____

City of Huntington Park City Clerk
 6550 Miles Ave., Huntington Park, CA 90255 (323) 584-6230

Approved Not Approved No Approval Necessary Approved with conditions
 Contracts Insurance

 Name/Title: _____ Signature: _____

City of Huntington Park Finance Department, Collections Division
6550 Miles Ave., Huntington Park, CA 90255

(323) 584-6237

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

City of Huntington Park Building Department, Plan Review
6550 Miles Ave., Huntington Park, CA 90255

(323) 584-6315

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

City of Huntington Park Engineering Department, Assistant City Engineer
6550 Miles Ave., Huntington Park, CA 90255

(323) 584-6253

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

City of Huntington Park Public Works Department, Director of Public Works
6900 Bissell St., Huntington Park, CA 90255

(323) 584-6320

Approved Not Approved No Approval Necessary Approved with conditions
 Water Electrical Dig Alert Trash/Recycle

Name/Title: _____ Signature: _____

Dig Alert, www.digalert.org

(800) 227-2600

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

Parks & Recreation Commission City Council

FACILITY FEE WAIVER APPLICATION

Please read and carefully complete the following application. Failure to provide accurate information may result in a delay or denial of your request for a fee waiver. Please attach a copy of your Facility Rental Permit Application to this form and return to the Department of Parks & Recreation.

A. APPLICANT INFORMATION

Organization/Business Name: H.P. Spartans baseball travel team
Contact Name: Jose Sanchez Is this a non-profit organization? Yes No
Address: 6211 Marbrisa Ave H.P. ca 90255
Telephone #: 213-705-1023 E-mail address: djhoetze@msn.com

B. FACILITY INFORMATION

Indicate the specific facility or facilities for which you are requesting a fee waiver:

Salt Lake Park Keller Park Senior Park H.P. Community Center
 Perez Park Freedom Park _____
Other

(Describe the specific area of the park and/or building)

Baseball Fields

C. EVENT INFORMATION

Description of Event (provide a detailed description of the event, its purpose and the activities that will take place)

will be hosting a baseball tournament
to collect toys for the needy in our
community. The tournament will be for
ages 10-16.

Anticipated Attendance Total: 150

Per Day: 50 ^{14 teams}

Will you be charging a fee? Yes No

If "Yes" list all fees:

A toy per player plus

Will the event be open to the public? Yes No

\$150. to cover trophies & ump fees

Is this event a fundraiser? Yes No

If "Yes" state who will receive the funds: the toys

D. EVENT DATES/TIMES

will be given out to the
needy kids in the community

Event Date(s): _____

Event Time(s): _____

Dec 5 - Time 5pm - 9:00 PM
Dec 6 - 7AM - 4:00
Dec 7 - 7AM - 7PM

E. FEE WAIVER INFORMATION

Please complete only the section which applies to your event.

- > Intergovernmental Cooperation (applicant is a government agency)

Name of specific department/unit responsible for event: H.P. Spartans baseball
travel team

How does this event benefit the residents of Huntington Park? We will host a toy drive were each team
brings a toy for each player participating

Why is it necessary to hold this event at a city facility? Baseball tournament - need fields

- > Non-Profit Organization
- > Private Business/Organization or Individual

Non-Profit Organizations will be required to provide verification of tax-exempt status.

Do you provide service solely to residents of Huntington Park? Yes No

Indicate the negative impact or financial hardship that the normal facility use fees would create for your event or agency. You may attach a budget or financial statement for your organization to clarify the reason for your request:

This is a toy drive tournament, the
toys collected from each team will be
donated to the needy kids in the community

What significant value or benefit will your event provide to Huntington Park residents? We will donate toys back to the
community

- > City-Sponsored Event

See the Park Facility Use Fee Waiver Policy for details about City-sponsored event requests.

Does your organization have, or is it in the process of receiving, tax-exempt status? Yes No

Explain why the city should be a co-sponsor of your event: This event is
to recruit toys for our community

F. FEE WAIVER REQUEST

Are you requesting a 100% waiver of all applicable rental fees? Yes No

If "NO" which fees are you requesting to be waived? (note: refundable security deposit may not be waived)

Rental \$ _____ Personnel \$ _____ Janitorial \$ _____ Equipment/material \$ _____

REVIEW PROCESS: You will be notified within 5 business days of submission of your application whether your request has been denied or will be referred to the PARC Commission and/or City Council for review. Fee waiver requests less than \$250 in indirect fees may be considered by the PARC Commission and/or City Council. Fee waiver requests of more than \$250 must be reviewed by the City Council. For additional details, review the Park Facility Use Fee Waiver Policy.

APPLICANT SIGNATURE: I understand and agree to abide by all of the Facility Fee Waiver and Facility Rental regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.


Applicant's Signature

10-30-14
Date

FOR OFFICE USE ONLY:

Date application received: _____ Received by: _____

Criteria met: Yes No Fee waiver status: Approved Denied Conditional

Total fees waived: \$ _____ Deposit to be paid: \$ _____ Add'l Fees to be paid: \$ _____

Approved by: _____

Additional information:



City of Huntington Park • Department of Parks & Recreation

3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-6218 • FAX 323-584-6310 • www.huntingtonpark.org

Invoice

BILL TO Huntington Park Spartans Baseball Travel Team Attn: Jose Sanchez 6211 Marbrisa Avenue Huntington Park CA, 90255 Contact: (213) 705-1023

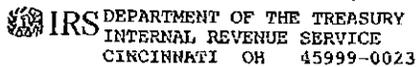
INVOICE DATE 11/5/2014	INVOICE NO. HPS - 1026
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DUE DATE 11/15/2014

Athletic Facility	QUANTITY	RATE	TOTAL
Freedom Park Multi-purpose Athletic Facility	0		\$0.00
Perez Park Multi-purpose Athletic Facility	0		\$0.00
Perez Park Multi-purpose Athletic Facility ½ Field	0		\$0.00
SLP Ball Field #1	20	\$15.00	\$300.00
SLP Ball Field #2	22	\$15.00	\$330.00
SLP Ball Field #3	22	\$15.00	\$330.00
SLP Ball Field #4	18	\$15.00	\$270.00
SLP Ball Field Grass #1, #2, #3 or #4	0		\$0.00
Batting Cages (15 Minutes)	0		\$0.00
Batting Cages (30 Minutes)	0		\$0.00
Batting Cages (60 Minutes)	0		\$0.00
SLP Gymnasium	0		\$0.00
SLP Gymnasium ½ Court	0		\$0.00
* Kevin De Leon Soccer Field A or B	0		\$0.00
*Kevin De Leon Soccer Field A + B (Entire Field)	0		\$0.00
*Kevin De Leon ¼ Soccer Field (Club Day Only)	0		\$0.00
SLP Soccer Square	0		\$0.00
SLP Soccer Square A or B (½ Field)	0		\$0.00
Light Fee	14	\$10.00	\$140.00
Personnel (Staff Supervision)	26	\$17.00	\$442.00
Field Marking - Chalk	12	\$6.00	\$72.00
Field Marking - Paint	0		\$0.00
Hilltopper Fee	0		\$0.00
Deposit	1	\$150.00	\$150.00
SUBTOTAL			\$2,034.00
PREVIOUS INVOICE BALANCE			
PAYMENTS / CREDITS			
TOTAL			\$2,034.00

*Personnel fee includes prep of fields prior to games starting

CERTIFICATE OF INSURANCE					Issue Date: 7/31/2014	
Producer: James C Jenkins Ins Srvc Concd License No. 0545478 P.O.Box 5668 Concord CA 94524 888-880-3602			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
			INSURERS AFFORDING COVERAGE			
Insured: United States Specialty Sports Association 611 Line Drive Kissimmee, FL 34744 800-741-3014			INSURER A: National Casualty Company INSURER B: INSURER C: INSURER D: INSURER E:			
COVERAGES						
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.						
INSR LTR	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	General Liability Commercial General Liability Occurrence Basis	KRO0000004665600	8/1/2014	8/1/2015	Each Occurrence \$2,000,000 Damage to Rented Premises (ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000	
Description of operations / vehicles / exclusions added by endorsements / special provisions: Coverage includes amateur play and practice in the insured sport for : HP Spartans Certificate holder shall be an additional insured but only with respect to liability caused by the negligent acts or omissions of the named insured and only with respect to losses resulting from the team / league listed and occurring between the coverage effective date listed below and the policy expiration date.						
Certificate Holder:			Coverage Effective Date: 8/1/2014			
City of Huntington Park 6550 Miles Avenue Huntington Park CA 90255			Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, under Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.			
Certificate #		USSSA-230531-150916	Authorized Representatives: 			



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-02-2013

Employer Identification Number:
46-3332679

Form: SS-4

Number of this notice: CP 575 R

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUD AT THE END OF THIS NOTICE.

HE SPARTANS
6211 MARUKISA AVE
HUNTINGTON PK, CA 90255

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-3332679. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it's very important that you use your EIN along with your complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information shown above isn't correct, please send us the correction using the attached tear-off stub.

Annual filing requirements

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax
Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
Form 990-PF, Return of Private Foundation
Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.

B. If you are not tax-exempt, you may be required to file one of the following returns:

Form 1120, U.S. Corporation Income Tax Return
Form 1041, U.S. Income Tax Return for Estates and Trusts
Form 1065, U.S. Return of Partnership Income

Please refer to Publication 1635, *Understanding Your EIN*, for more information about which forms you may be required to file.

(IRS USE ONLY) 575E

08-02-2013 HPSP O 999999999 85-4

Applying for Tax-Exempt Status

Receiving an EIN from the IRS is not the same thing as receiving IRS recognition of tax-exempt status. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 12192
Covington, KY 41012-0192

Publication 557, *Tax Exempt Status for Your Organization*, has details on the application process as well as information on returns you may need to file.

Additional information

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you don't have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

If you have questions about your EIN, you can contact us using the phone number or address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you don't need to write us, please don't complete and return this stub.

Your name control associated with this EIN is HPSP. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Huntington Park
SPARTANS



Huntington Park Spartans Baseball Travel Team

My name is Jose Sanchez, and I am founder and president of the Huntington Park Spartans Baseball Travel Team. The HP Spartans Travel Team is a grass-roots organization whose purpose is to provide an opportunity for the children of Huntington Park and surrounding areas to train for and play in competitive baseball tournaments and friendlies. The most important qualities we emphasize are confidence, hard work and fair play. We view this as an opportunity to mentor kids who are primarily from low-income households through quality coaching and positive reinforcement. 100% of our operating costs are incurred by parents. Our 3 teams are comprised of 98% residents of Huntington Park, ranging in age from 10 to 13 year olds. In this last year alone, we have proudly represented our city by competing and claiming championships thru out the southern region. We also earned second place in a very prestigious tournament in Las Vegas. Our goal for this year is to travel to Arizona where we have earned a spot in a National tournament that will be covered by ESPN Sports. We do our best to cover the cost of tournament entry fees by participating in as many fundraising opportunities as possible, but travel and lodging costs are always a burden on the parents. We all want the best for our kids, but as I mentioned before, most of our parents in Huntington Park are low income and do not have the same resources that other cities have. We are truly thankful for the opportunity afforded by the City of Huntington Park to use the fields at Salt Lake Park. Now we would like to give back to our community. We would like to host a Toys for Kids tournament at Salt Lake Park. The toys collected from each participating player in the tournament would be given to the city of Huntington Park to give out to the community. As a means to accomplishing this service, we would ask that the city of Huntington Park would waive the fees for field usage for the days that the tournament is scheduled.

Tournaments fee \$ 400.00 - \$ 675.00 per team

Baseballs one dozen per month \$35.00

League fees \$ 300.00 per season plus \$ 40.00 for ump per game

Uniforms \$65.00 , we have 2 only

Bats \$280 - \$350 per bat per yr

Bow - Net , used for warm ups at tournaments \$200.00 one time purchase of 3

Weight balls \$180 dozen

Insurance \$130 per yr

USSSA registration \$65 per yr

Entrance fee to Big League Dreams fields \$5.00 per person

Team bags \$65.00 per player

Team sweater \$35 per player

Baseball caps \$15 per player, we have 3 different caps

Cleats \$65 per player per yr

Score books, line -up cards \$ 30 per month



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

December 1, 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:

USE OF AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDS TO LEASE & PURCHASE ZERO-EMISSION VEHICLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the use of AQMD funds to lease and purchase four Zero-Emission Vehicles.

BACKGROUND

Staff proposes the use of available AQMD funds to lease two Fiat 500e Battery Electrics and purchase two John Deere Gator TE Electrics. If authorization is granted to lease and/or purchase these zero-emission vehicles (ZEVs), staff recommends that:

- One Fiat 500e replace the 2003 Hybrid Honda Civic (VID#190) used by the Department of Parks and Recreation to monitor all City parks.
- One Fiat 500e be issued to the Police Department for parking enforcement.
- Both John Deere Gator TE Electric's be used to maintain the newly installed synthetic turf field at Salt Lake Park and to provide support park supervision/maintenance. The John Deere Gator's would replace two 2002 Global Electric Motorcars (Gem Cars) used by the Parks and Recreation Department for park supervision.

Staff proposes to surplus the 2003 Honda Civic (VID#190) and both 2002 Global Electric Motorcars and use the proceeds from the sale of the vehicles to offset the cost of the noted ZEVs.

USE OF AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDS TO LEASE &
PURCHASE ZERO-EMISSION VEHICLES

December 1, 2014

Page 2 of 2

FISCAL IMPACT/FINANCING

The cost to lease each Fiat 500e Battery Electric is \$199 plus tax per month, for 39 months. Additionally, a total of \$27,301 in AQMD funding would be required to purchase two John Deere Gator TE Electrics, which includes shipping and handling.

There is an available balance of \$208,481 in AQMD account number 226-9010-419.74-20, sufficient to cover the expenses for the proposed purchases.

LEGAL AND PROGRAM REQUIREMENTS

The purchase of the proposed zero-emissions vehicles complies with the restrictive guidelines established for the use of AQMD funds.

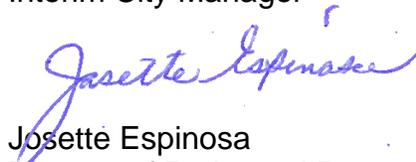
CONCLUSION

Upon Council approval, staff will prepare the necessary documentation to lease the vehicles.

Respectfully submitted,



JULIO MORALES
Interim City Manager



Josette Espinosa
Director of Parks and Recreation



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

December 1, 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 USE OF PUBLIC ART FUNDS FOR ADDITIONAL HOLIDAY DECORATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve use of funding from City Art Fund for purchase of additional holiday decorations for Pacific Blvd.

BACKGROUND

On November 3, 2014, Council approved the use of City Art funds to purchase custom holiday decorations and 15 rows of decorative lights to be placed over Pacific Blvd. Staff has installed all purchased decorations and feel there is still an opportunity to enhance the holiday ambiance on Pacific by placing more ornaments over the boulevard.

As such, staff recommends the City Council to consider using City Art Funds to purchase 20 additional rows of LED Garlands and 10 Candy Cane light pole ornaments.

FISCAL IMPACT/FINANCING

The total cost for the over-the-street decorative lights and candy cane pole decorations is:

20 over-the-street LED garlands & installation <i>Vendor: Dekra-Lites</i>	\$12,000
10 Candy Cane light pole ornaments <i>Vendor: Western Banner</i>	\$5,000
Total Cost:	\$17,000

USE OF PUBLIC ART FUNDS FOR ADDITIONAL HOLIDAY DECORATIONS
DECORATIONS

December 1, 2014

Page 2 of 2

Staff consulted with the Interim Finance Director, who has reviewed and confirmed an available balance of \$137,384 in the City Art Fund (account no. 232-5010-419.73-10). Staff therefore requests that \$17,000 of the total cost be funded by the City Art Fund leaving a balance of \$120,384. There will be no impact to the General Fund as a result of this expenditure.

LEGAL AND PROGRAM REQUIREMENTS

Per Article 17, Chapter 3, of Title 9 of the Municipal Code, the City Art Fund is funded with fees paid by construction applicants in-lieu of placing or donating an approved artwork. The in-lieu fee paid by the applicant is one percent of the total construction valuation of the project.

CONCLUSION

Upon Council approval, staff will prepare the necessary purchase orders for the City Art Fund expenses.

Respectfully submitted,



JULIO MORALES
Interim City Manager



Josette Espinosa
Director of Parks and Recreation



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

December 1, 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:

CONSIDERATION OF APPROVAL OF APPOINTMENT OF INTERIM CITY MANAGER CANDIDATE AND RELATED RATIFICATION AND FINAL ACTION TO APPROVE EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER PURSUANT TO GOVERNMENT CODE SECTION 53262

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the employment agreement with Donald R. Powell for Interim City Manager
2. Authorize the Mayor to execute the amendment

BACKGROUND

The City Council conducted a select number of interviews to identify a candidate to fill the Interim City Manager position, which will be vacated by the current Interim City Manager, Julio Morales, in early January. The City conducted extensive background investigations and the City Council subsequently approved offering an employment agreement to Donald R. Powell.

Mr. Powell served as City Manager to the City of Santa Fe Springs for 19 years. Subsequent to his retirement, Mr. Powell has taken on a number of short term engagements with various cities.

FISCAL IMPACT/FINANCING

Mr. Powell will be paid an hourly rate of \$75 in December, during which time he will work alongside the current Interim City Manager to familiarize himself with the City's financial position and other City issues and projects. Starting January 2015, Mr. Powell will be paid \$10,000 per month with no employee benefits.

APPROVE EMPLOYMENT AGREEMENT WITH DONALD R. POWELL FOR INTERIM
CITY MANAGER

December 1, 2014

Page 2 of 2

LEGAL AND PROGRAM REQUIREMENTS

The initial term of the agreement expires June 30, 2015. As a retiree under CalPERS, Mr. Powell will be limited to working no more than 960 hours in the fiscal year. He will be responsible for keeping track of his hours. The contract does not have a severance provision, but does have standard indemnification representations. Mr. Powell will have use of the City Manager's car.

CONCLUSION

Upon Council approval, the Mayor will execute the employment agreement with Donald R. Powell for Interim City Manager.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

A: Employment agreement with Donald R. Powell



2014

EMPLOYMENT AGREEMENT

(Engagement: Interim City Manager)

(Parties: City of Huntington Park and Donald R. Powell)

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of December, 2014, by and between the CITY OF HUNTINGTON PARK (“CITY”), a California municipal corporation, and Donald R. Powell (“POWELL”), an individual. For the purposes of this Agreement CITY and POWELL may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or POWELL interchangeably. This Agreement sets forth all terms and conditions of employment concerning the employment of POWELL to the position of Interim City Manager for the City of Huntington Park, California.

RECITALS

WHEREAS, CITY desires to employ the services of POWELL as Interim Manager of CITY (“Interim City Manager”) on an interim basis pursuant to California Government Code section 21221(h), in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement during recruitment of and until such time as a permanent City Manager is appointed and commences employment; and

WHEREAS, CITY finds that pursuant to Government Code section 21221(h) that this position requires specialized skills and experience related to city management; and

WHEREAS, POWELL desires to accept employment as Interim City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement, and is qualified by virtue of his experience in municipal management and specialized skills to perform these services for CITY; and

WHEREAS, POWELL is a retired person under the California Public Employees’ Retirement System (“CalPERS”) and desires to retain his retirement status and benefits. The Public Employees’ Retirement Law (“PERL”), commencing at Government Code Section 20000, permits a retired person under CalPERS to become employed by a CalPERS member agency such as the CITY without reinstatement from retirement and without loss or interruption of benefits, provided certain conditions exist and all CalPERS covered employment for the retired person does not exceed 960 hours in any fiscal year. CITY and EMPLOYEE desire to structure the employment to conform with these provisions of PERL. The parties intend for the employment provided in this Agreement to qualify for employment without reinstatement pursuant to California Government Code Section 21221(h).

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

OPERATIVE PROVISIONS

1. Position, Duties and Term.

1.1 **Position.** POWELL accepts employment with CITY as its Interim City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement.

1.2 **Period of Employment/Commencement Date.** POWELL's employment with CITY shall be "at-will" pursuant to the provisions of *Government Code* § 36506. POWELL's employment shall be subject to the provisions of this Agreement and provisions applicable to the office of the City Manager contained in the City's Municipal Code, as it may be amended from time to time.

1.3 **At-Will.** POWELL acknowledges that he is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. To the extent they conflict with his at-will status, the terms of the CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, CITY Personnel Policies, as they may be amended or supplemented from time to time, shall not apply to POWELL, and nothing in this Agreement is intended to, or does, confer upon POWELL any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 5 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of POWELL as provided in Section 5 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of POWELL to resign at any time from this position with CITY, subject only to the provisions set forth in Section 5 [Termination] of this Agreement.

1.4 **Duties.** POWELL shall serve as the Interim City Manager and shall be vested with the powers, duties and responsibilities set forth in Section 2-3.405 of the Huntington Park Municipal Code, the terms of which are incorporated herein by reference, as may be amended from time to time. POWELL shall provide service at the direction and under supervision of the City Council. It is the intent of the parties that the Interim City Manager shall keep the City Council fully apprised of all significant ongoing operations of CITY. To that end, POWELL shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide oral or written status reports to the City Council on his activities and those of CITY. Further, POWELL shall consult with the City Council prior to hiring, firing, increasing, or decreasing compensation for any current or future CITY employee, agent, consultant, or independent contractor. It is the understanding of the parties that POWELL is a retiree in the CalPERS and may not work more than 960 hours for any public agency member of CalPERS within the fiscal year occurring during the term of this Agreement without impacting his retirement benefits and having to be enrolled in CalPERS as an active employee. For that reason,

POWELL will be required to keep accurate time records of his hours worked to ensure he does not exceed 960 hours within the fiscal years that occur during the term of this Agreement.

POWELL's duties as Interim City Manager shall include, but are not limited to:

- a. Attending all meetings of the City Council, including regular and special meetings, unless excused by the Mayor (or presiding officer if the Mayor is unavailable), and taking part in the discussion of all matters before the City Council. The Interim City Manager shall receive notice of all regular and special meetings of the City Council, and requests for occasional meetings with City Council member(s);
- b. Reviewing all agenda documents before preparing the agenda for any regular or special meetings of the City Council;
- c. Directing the work of all elective and appointive CITY officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. The Interim City Manager shall endeavor to implement changes that the Interim City Manager believes will result in greater efficiency, economy, or improved public service in the administration of CITY affairs;
- d. Recommending to the City Council from time to time of the adoption of such measures as the Interim City Manager may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;
- e. Conducting research in administrative practices in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long range plans to improve CITY operations and prepare for future CITY growth and development;
- f. Providing management training and developing leadership qualities among department heads and staff as necessary to build a CITY management team that can plan for and meet future changes;
- g. Exercising control of CITY government in emergencies as authorized by the City's Municipal Code and California law; and
- h. Participating in and involvement with local, regional, and statewide professional organizations beneficial to the CITY.

It is the intent of the City Council for the Interim City Manager to function as the chief executive officer of the CITY's organization. Without additional compensation, POWELL shall provide such other services as are customary and appropriate to the position of Interim City Manager, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the CITY's Municipal Code and policies. POWELL shall devote his best efforts and attention to the performance of these duties. Notwithstanding POWELL's duties as Interim City Manager, nothing in this Agreement shall be construed to

prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

1.5 **Hours of Work.** During the time period of December 3, 2014 to January 5, 2014, POWELL, at the discretion of the Interim City Manager, may be retained as a consultant to the CITY on an as needed to assist CITY staff, acquaint himself with the CITY and CITY personnel. Commencing January 6, 2015, POWELL shall devote the time necessary to adequately perform his duties as Interim City Manager during the term of employment. POWELL shall, to the extent reasonably practicable, maintain a presence within the CITY limits 4 days per week, during normal business hours. The Parties agree to be reasonably flexible regarding setting POWELL's schedule when POWELL's attendance is required in the CITY given the POWELL's 960 restriction. Unless approved otherwise by the City Council in advance, POWELL shall not work more than 40 hours in any given week. POWELL shall make himself available by telephone at all times to the City Council, CITY staff and members of the community. The position of Interim City Manager shall be deemed an exempt position under state and federal wage and hour laws. POWELL shall not be entitled to any compensation for overtime. In order to enable POWELL to continue receiving benefits pursuant to CalPERS, the term of this Agreement shall in no event be in an amount of hours greater than that allowed pursuant to California Government Code Section 21221(h), which limits POWELL to working no more than 960 hours per fiscal year. POWELL shall keep a log of his daily work start and stop times in order to ensure his compliance with PERL. POWELL represents and warrants that his execution of this Agreement will not cause a violation of the limitations of Government Code Section 21221(h) for the fiscal year 2014-2015.

1.6 **Other Activity.** In accordance with *Government Code* § 1126, during the period of his employment, POWELL shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of POWELL's duties as Interim City Manager.

1.7 **Term.**

a. POWELL's term as an as-need consultant shall be for one (1) month (hereinafter referred to by the capitalized word "Consultant Term") commencing on December 3, 2014, and continuing to January 5, 2015.

b. POWELL's term of employment as Interim City Manager shall be for six (6) months (hereinafter referred to by the capitalized word "Term") commencing on January 6, 2015, and continuing to June 30, 2015, and the City Council reserves the sole discretion under this Agreement to extend the Term by a period not to exceed two (2) months.

2. **Compensation.** For the services to be provided pursuant to this Agreement, POWELL shall receive the following compensation:

2.1 **Base Salary.**

- (a) December 2014 Base Salary. POWELL shall be paid at a rate of SEVENTY FIVE DOLLARS (\$75.00) per hour during the month of December, 2014, paid according to the payroll schedule in place for CITY employees paid bi-weekly.
 - (b) Base Salary Commencing January 6, 2015. Commencing January 1, 2015, POWELL shall be paid at a rate of TEN THOUSAND DOLLARS (\$10,000.00) a month, paid bi-weekly for each week that POWELL works a 40 work week. In the event that POWELL does not work a 40 work week, he shall be compensated at a rate of FIFTY-SEVEN DOLLARS AND SIXTY-NINE CENTS (\$57.69) per hour, paid according to the payroll schedule in place for CITY employees paid bi-weekly.
- 2.2. **Severance.** The CITY will not provide for any severance pay for POWELL.

2.3 **Evaluation.** At a time agreed upon by the City Council and POWELL, the City Council will review and evaluate the performance of POWELL as Interim City Manager and may use an experienced professional outside facilitator mutually agreed upon by the City Council and POWELL to do so. The purpose of the review shall be to provide POWELL with feedback on his performance, including the performance of the duties set forth in Section 1.4 above, progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs, and to identify areas requiring improvement and how such improvement may be accomplished. In conducting the performance evaluation and considering adjustments to POWELL's compensation, the City Council may consider, among other things, POWELL's:

- a. overall performance as Interim City Manager, including leadership and management skills;
- b. professional ethics;
- c. progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs;
- d. involvement in local, regional, and statewide organizations beneficial to the CITY;
- e. the financial feasibility or desirability of authorizing any proposed adjustment to compensation in light of current and/or projected economic conditions, including whether the CITY is operating with a balanced budget;
- f. prevailing job market conditions and compensation trends; and
- g. such other factors as the City Council may find relevant.

The City Council shall at all times retain discretion to agree to or deny any proposed increase to POWELL's compensation terms, notwithstanding the findings or determinations of any

performance review. Failure of CITY to provide a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 5 [Termination].

2.4 **Mutual Commitments**

2.4.1 Strategic Workshops

- a. As soon as practicable after December 3, 2014, the City Council and the Interim City Manager will meet to review the City's existing Strategic Plan and/or set out goals and priorities for the Interim City Manager to implement prior to the Interim City Manager's performance evaluation or such other dates as determined in the course of the meeting.
- b. Thereafter the review and update of the City Council's Strategic Plan will occur annually between January 1st and March 31st. For purposes of clarity, the City Council and the Interim City Manager shall further establish a relative priority among those goals and objectives within the Strategic Plan.

2.5 **Benefits.** In accordance with California Government Code Section 21221(h), POWELL shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate provided for in Section 2.1. POWELL acknowledges and agrees that he shall not receive any other benefits that are generally available to other CITY employees, including but not limited to medical insurance, dental insurance, sick leave, management leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to other employees of the CITY, and hereby expressly waives any claim to such rights. That notwithstanding, POWELL shall be entitled to observe all CITY holidays in the same manner as employees of the CITY.

2.6 **Business Expenses.** The CITY shall reimburse POWELL for all reasonable CITY related business expenses incurred by him in accordance with submittal, processing, and payment policies of the CITY.

2.7. **Professional Membership and Training Expenses.** Upon obtaining prior consent from the City Council, CITY shall reimburse POWELL for reasonable expenses associated with POWELL's membership, training, and travel to participate in local, regional, and statewide organizations beneficial to the CITY.

3. **Vacation and Other Leave.**

[Section omitted.]

4. **Use of City-Owned Automobile.** POWELL shall be given exclusive use of a CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) POWELL will not allow the automobile to be driven by a third-party, except

by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, POWELL waives and releases CITY from any workers compensation claim which POWELL may otherwise assert to the extent any injuries suffered by POWELL while driving the automobile were sustained while POWELL was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). POWELL may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Council. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. POWELL shall be responsible for gasoline expenses in connection with use of the CITY-owned vehicle.

5. Termination.

5.1 By CITY for Convenience. CITY may terminate POWELL for any reason, and at any time, with or without cause, by providing POWELL thirty (30) days prior written notice thereof. In lieu of providing thirty (30) days prior written notice of termination, CITY may place POWELL on paid leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss POWELL notwithstanding anything to the contrary contained in or arising from any personnel policies or past CITY practices relating to the employment, discipline, or termination of its employees. In the event CITY terminates POWELL without cause prior to the end of the Term as described in Section 1.7 of this Agreement, POWELL agrees CITY shall only be obligated to pay POWELL compensation owed through the last day actually worked.

5.2 By Employee. POWELL may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with thirty (30) days advance written notice. Notwithstanding Section 5.1, above, in the event that POWELL terminates his employment, CITY shall have the option, with POWELL's concurrence, to make POWELL's termination effective at any time prior to the end of such period, provided CITY pays POWELL compensation due and owing his through the last day actually worked.

5.3 Termination Obligation. POWELL agrees that all property including, without limitation, all equipment, tangible Proprietary Information (as defined in Section 6, below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of POWELL's employment. POWELL's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5.5 Cessation of Work Due to Non-Permanent Illness or Injury. In addition to any right of termination set forth under Sections 5.1, above, CITY reserves the right to terminate POWELL's employment along with this Agreement if POWELL ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment and Housing Act; and (iii) where the cessation of work continues beyond a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

5.6 **Disability.** In addition to any right of termination set forth under Sections 5.1, above, CITY reserves the right to terminate POWELL's employment along with this Agreement after POWELL suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of POWELL's essential job duties, unless reasonable accommodation can be made to allow POWELL to continue working. The foregoing notwithstanding, CITY may terminate POWELL if the disability poses a direct threat to CITY, POWELL or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat.

5.7 **Illness, Injury or Disability Arising Out of the Course of Employment.** In the event POWELL suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate POWELL solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.) and the California Fair Employment and Housing Act. Further, POWELL's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

5.8 **Medical Examination.** POWELL agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the CITY, in the event a decision must be made under Sections 5.5 through 5.7. CITY and POWELL shall receive a copy of all medical reports related to the examination.

5.10 **Death of Employee.** This Agreement along with POWELL's employment shall terminate automatically upon POWELL's death.

6. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its elected and appointed officials, officers, employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, POWELL shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, POWELL shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. POWELL's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

7. CalPERS Hours Limitations.

7.1 **Hours.** At the time this Agreement is entered into, Government Code Section 21221(h) allows a CalPERS retiree to perform contractual employee services for up to 960 hours any fiscal year for all CalPERS contracting employers without being reinstated from retirement and without loss or interruption of CalPERS retirement benefits. POWELL shall keep a log of his daily work start and stop times in order to ensure his compliance with PERL. POWELL represents and warrants that his execution of this Agreement will not cause a violation of the limitations of Government Code section 21221(h) for the fiscal year 2014-2015.

7.2 **Controversy Over Hours.** If controversy arises between POWELL and CalPERS regarding the impact of this Agreement and the services provided herein upon the nature of CalPERS's retirement benefits, CITY shall provide factual information as need to potentially resolve the controversy but shall have no obligation to intervene in or defend or prosecute such dispute notwithstanding the indemnification set forth in Section 10.2 of this Agreement. POWELL shall defend and indemnify CITY in the event that CITY is a named party in an action between POWELL and CalPERS regarding the services under this Agreement.

8. **Contributions, Payments, or Withholding.** POWELL shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal social security contributions, California State disability insurance taxes, and unemployment insurance contributions. CITY shall issue POWELL a Form 1099 in connection with the compensation paid hereunder, and POWELL shall pay all required taxes on amounts paid hereunder. POWELL shall bear responsibility for all taxes, penalties, assessments, and interest asserted against CITY by reason of the creation of this Agreement, or by virtue of nonpayment by POWELL of legally due taxes.

9. **Conflict of Interest.** POWELL represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

10. **General Provisions.**

10.1 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, or at the last known address maintained in POWELL's personnel file. POWELL agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Attn: Mayor and City Council

POWELL's Notice Address: [Deliver to last updated address in personnel file]

10.2 **Indemnification.**

Indemnification by the CITY: Subject to, in accordance with, and to the extent provided by the California Government Claims Act [*Government Code* § 810 et seq.], CITY will indemnify, defend, and hold POWELL harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring within the course and scope of POWELL's duties as Interim City Manager during POWELL's tenure as Interim City Manager. The CITY shall pay the amount of any settlement or judgment thereon; provided that POWELL cooperates in the defense of the claim, demand, or action. In this regard, the CITY shall have the discretion to select and manage legal counsel, compromise or settle any such claim, demand or action and pay the amount of any settlement rendered thereon. Notwithstanding the foregoing, the CITY shall have no duty to indemnify, defend or hold POWELL harmless from any criminal proceeding or with regard to any civil, criminal or administrative proceeding initiated by him.

Without limiting the application of this Section 10.2, nothing in this Agreement shall expand the CITY'S defense and indemnification obligations beyond those provided in the Government Claims Act and *Government Code* §§ 995-996.6. Further, in the event CITY provides funds for legal criminal defense pursuant to this sub-section and the terms of the *Government Code*, POWELL shall reimburse the CITY for such legal criminal defense funds, and for any paid leave provided pursuant to Section 5 above, if POWELL is convicted of a crime involving an abuse of office of position as provided by *Government Code* §§ 53243-53243.4.

Indemnification by POWELL: POWELL shall defend, save harmless and indemnify CITY against claims, demands or other legal action to the extent provided and subject to the limitations contained in the California Tort Claims Act (California Government Code Section 810 et. seq.)

10.3 **Bonding.** The CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any laws or ordinance.

10.4 **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of POWELL's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of POWELL, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to POWELL and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

10.5 **Amendments.** This Agreement may not be altered, amended or modified except in a written document signed by POWELL, approved by the City Council and signed by CITY's Mayor or designee.

10.6 **Waiver.** Failure to exercise any right under this Agreement shall not constitute a waiver of such right. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.

10.7 **Assignment.** POWELL shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to POWELL, assign its rights and obligations hereunder.

10.8 **Severability.** If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

10.9 **Attorneys' Fees.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

10.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue properly only in Los Angeles County, State of California.

10.11 **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each party waives its future right to claim, contest, or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

10.12 **Acknowledgment.** POWELL acknowledges that he has had the opportunity to consult legal counsel with regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

10.13 **Miscellaneous.** The provisions of Article 4 of Chapter 3 of Title 2 of the Huntington Park Municipal Code relating to the City Manager are incorporated into this Agreement by this reference, as amended from time to time.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Interim City Clerk, and POWELL has signed and executed this Agreement, as of the date first indicated above.

CITY OF HUNTINGTON PARK

INTERIM CITY MANAGER

By: _____
Rosa E. Perez, Mayor

By: _____
Donald Powell, Interim City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
Isabel Birrueta, City Attorney

By: _____
Donna Schwartz, Interim City Clerk

DRAFT