

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Monday, February 2, 2015

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

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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.

This is the only opportunity for public input except for scheduled public hearing items. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of the meeting.

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 to Agenda**

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

## **Important Notice**

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## **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**

Cynthia Orosco, Age 10, Liberty Blvd. Elementary

## **INVOCATION**

## **PRESENTATIONS AND ANNOUNCEMENTS**

Presentation on the “7<sup>th</sup> Annual Health Walk to Reduce Obesity”

Presentation on the 2015 Fruit Tree Distribution Program

## **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 54956.9(d)(2) and 54956.9(e)(1) - Conference with Legal Counsel – Anticipated Litigation/Significant Exposure to Litigation: [One (1) potential matter]
2. Pursuant to Government Code Section 54956.9(d)(4) - Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation (Deciding Whether to Initiate Litigation): [One (1) potential matter]

## **CLOSED SESSION (continued)**

3. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(3) - Conference with Legal Counsel to Discuss Matter Involving Anticipated Litigation/Significant exposure to litigation – [One (1) potential case]

RECONVENE TO OPEN SESSION

## **CLOSED SESSION ANNOUNCEMENT**

### **CONSENT CALENDAR**

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

### **OFFICE OF THE CITY CLERK**

#### **1. Approve Minutes of the following City Council Meeting:**

- 1-1 Regular City Council Meeting held Monday, January 5, 2015
- 1-2 City Council Special Meeting held Tuesday, January 20, 2015

### **COMMUNITY DEVELOPMENT**

#### **2. Second reading, Adopt Ordinance 936-NS, Amending Article 18 of Chapter 2, and Article 23 of Chapter 3, all of Title 9, and adding Article 19 to Chapter 7 of Title 4 of the Huntington Park Municipal Code (HPMC) Regarding Marijuana Regulation and Enforcement**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and adopt Ordinance 936-NS.

#### **3. Second reading, Adopt Ordinance 938-NS, Amending the Zoning Map Designation from Public Facilities (PF) to Commercial General (CG) for Property Located at 3111 Florence Avenue**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and adopt Ordinance 938-NS.

## **CONSENT CALENDAR (continued)**

### **FINANCE**

- 4. Approve Accounts Payable and Payroll Warrants dated February 2, 2015**

### **PUBLIC WORKS**

- 5. Second reading, Adopt Ordinance 937-NS, Amending Section 6-2.105 of Article 1 of Chapter 2 of Title 6 of the Huntington Park Municipal Code regarding containment of garbage and trash on premises**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and adopt Ordinance 937-NS.

### **CITY MANAGER**

- 6. Approve Amendment to the Agreement with Michael Chee for Public Information Officer Services (PIO)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve amendment to the agreement with Michael Chee for public information officer services (PIO); and
2. Authorize the Interim City Manager to execute the amendment.

- 7. Approve Employment Agreement for Public Works Superintendent**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Employment Agreement.

- 8. Authorize Professional Services Agreement (PSA) with Bob Murray & Associates for Executive Search Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim City Manager to enter into a Professional Services Agreement with Bob Murray & Associates for executive search services for the position of City Manager.

**END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

### **PARKS AND RECREATION**

- 9. Approve Facility Use Permit and Request for Fee Waiver for the American Cancer Society's "Relay for Life" Event**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve the Facility Use Permit for the American Cancer Society's "Relay for Life" Event; and
2. Consider waiving facility fees for the event.

### **CITY MANAGER**

- 10. Approve Termination of Parking Management Agreement with Parking Company of America**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Authorize the Interim City Manager to issue a written notice to terminate the Parking Management Agreement with Parking Company of America.

- 11. Update on United Pacific Waste (UPW) Contract Monitoring**

### **DEPARTMENTAL REPORTS** (Information only)

### **WRITTEN COMMUNICATIONS**

### **COUNCIL COMMUNICATIONS**

**Council Member Valentin Palos Amezquita**

**Council Member Mario Gomez**

**Council Member Ofelia Hernandez**

**Vice Mayor Karina Macias**

**Mayor Rosa E. Perez**

## **ADJOURNMENT**

THE CITY OF HUNTINGTON PARK CITY COUNCIL WILL ADJOURN TO AN ADJOURNED REGULAR MEETING ON TUESDAY, FEBRUARY 17, 2015, 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](http://www.hpca.gov) on the 29<sup>th</sup> of January, 2015.



Donna G. Schwartz, CMC, Interim City Clerk

**MINUTES**  
Regular Meeting of the  
City of Huntington Park City Council  
Monday, January 5, 2015

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:15 p.m. on Monday, January 5, 2015, 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 Valentin Palos Amezcuita and Mario Gomez. Other City Officials and employees: Julio Morales, Interim City Manager, Isabel Birrueta, City Attorney, Jorge Cisneros, Chief of Police, Josette Espinosa, Director of Parks and Recreation, and Donna Schwartz, City Clerk.

Absent: Council Member Hernandez

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Amezcuita

**INVOCATION**

The Invocation was led by Vice Mayor Macias

**PRESENTATIONS AND ANNOUNCEMENTS**

Council presented "Certificates of Appreciation" to Participants for Securing Donations for the 2014 Thanksgiving Turkey Giveaway and Toy Drive Programs.

Council presented awards to the winners of the Mayor's 2014 Holiday Home Decorating Contest.

Not presented - Presentation on the "7<sup>th</sup> Annual Health Walk to Reduce Obesity"

Don Ward of Wolfpack Hustle presented a video and a year book on the Huntington Park Grand Prix, which took place on September 27, 2014.

At this time Vice Mayor Macias asked to add a walk-on to the agenda.

City Attorney Birrueta explained the process for a walk-on item stating the item that is proposed needs to have been identified after the agenda has been posted and the facts stated how the person identifies those facts after the agenda posted. After listening to the facts the Council can then consider whether to approve the walk-on item, but with a 4/5ths vote.

## **PRESENTATIONS AND ANNOUNCEMENTS (continued)**

Vice Mayor Macias proceeded with the facts stating she received numerous calls from the residents voicing concerns regarding the new trash hauler United Pacific Waste (UPW) and the picking up of trash, trash in the alleys, trash bins not being received by the resident and specifically health concerns.

City Attorney Birrueta reiterated the facts to clarify what Vice Mayor Macias is requesting as the walk-on item. Ms. Birrueta confirming that the proposed item is in regards to the performance and contract of UPW. Vice Mayor Macias stated yes.

Council Member Gomez understands the immediate need for discussion but noted that this item is already on the agenda.

Vice Mayor Macias reiterated the numerous calls received regarding the residents' concerns.

City Attorney Birrueta clarified that the proposal is to add the item to the agenda for discussion.

Council Member Gomez would like to listen to the residents first during public comments to see if there is a need for the proposed walk-on item since it is already on the agenda for discussion.

Mayor Perez stated the new hauler took over Jan 1, 2015 that it is the old hauler that didn't pick up the trash and she too had heard from the residents before the takeover.

Council Member Amezcua questioned the vote, which City Attorney explained, Mr. Amezcua proceeded to second the motion of adding the proposed walk-on item to the agenda for discussion.

**Motion** by Vice Mayor Macias to add a proposed walk-on item to the agenda to discuss before public comment. Ms. Macias amended her motion to wait until after public comment for Council to consider and vote, seconded by Amezcua. Motioned passed unanimously.

## **PUBLIC COMMENT**

City Attorney Birrueta announced to the public the rules for public comment by citing government code section 54954.3 and Municipal Code section 2-1.207.

1. Mike Kandilian, United Pacific Waste, spoke in regards to the transition and informed the public that representatives were in attendance this evening for questions and that every effort is being taken to address any concerns or issues and that the public can also call for assistance.

## **PUBLIC COMMENT (continued)**

2. Irene Bates, Bell Terrace, H.O.A., stated they had not received the proper trash bins for the property and that the trash in the old bins had not been picked up on the regular scheduled pick date of December 26, 2014.
3. Altagarcia Navarro, resident, voiced concern with the trash bins she had received, commented on the parking program fees and the maintenance of the trees in the City.
4. Sandra Orozco, resident of Maywood, commented on the current waste hauler transition, showed a picture of trash and feels the contract should not have been approved.
5. Mario Bias of El Chamizal Restaurant, voiced concern with the parking program fees and noted he hadn't received his trash bins on time.
6. Owner of Wow Jewelry, spoke in regards to improvements in the City and sidewalk sales and asked Council to support the businesses on Pacific Boulevard instead of the Chamber of Commerce.
7. Andy Molina, resident, thanked everyone that had contributed to all the residents in Huntington Park in one way or another. He ask everyone to collaborate to come together and help the community.
8. Linda Caraballo, resident, commented on the current waste hauler transition, trash bins, showed a picture of trash and Item 7.
9. Rodolfo Cruz, resident, commented on the current waste hauler transition.

At this point City Attorney Birrueta stated she is here to enforce what is in the City's Municipal Code and the Government Codes and proceeded to explain. She continued to inform the public she is not here to sensor but to ask that everyone respect each other.

Mayor Perez reiterated that the City Attorney is here to enforce and noted to the public that order needs to be taken in the chamber.

10. Alex Reynoso, resident, thanked Council Members Macias and Amezquita for voting no on the current trash hauler contract. He commented on City expenditures, businesses needing support, parking program fees, trash rates and the current trash hauler transition issues.
11. Armando Hoesz, asked Council to do things right for the City and keep moving forward.
12. Nick Ioannidis, resident, commented on Council and spoke in regards to his life in the City.

## **PUBLIC COMMENT (continued)**

13. Beatriz Rubalcava, resident, stated she was happy that Council Member's Macias and Amezcuita both voted no on the new waste hauler contract and commented on the current waste hauler transition, service, trash bins and the trash all over the City.
14. Maria Socorro Vasquez, resident, commented on the trash issues, what is going to be done and thanked Council Members Macias and Amezcuita for getting in touch with people about this issue.
15. Francisco Rivera, resident, noted his efforts in keeping the City clean, commenting on trash all over the City and the service of the new trash haulers.
16. Keira Romero, resident, spoke in regards to the trash issue and the new contract. Asked City Attorney to also speak in Spanish when relating information to the residents and commented on bidding process.
17. Pedro Aguilar, resident, requested speed bumps or stop signs to help stop the velocity on Santa Ana Street and provided staff with a petition.
18. Unknown, resident, commented on not being provided trash bins, the vote by Council on the new contract, Council not being in attendance, trash around the City, and Robert's Rules of Order.
19. Jorge Padilla, resident, commented on previous rate increase to water, damaged sidewalks, taxes paid by residents, and improvements that the City should make.
20. Juan Soltero, resident, spoke in regards to broken driveways, taxes paid, improvements City should make, too many cars parked in the City, drugs in the park, and asked the Police and Council to please do something.
21. Unknown, resident, stated they own a business on Pacific Boulevard and commented on the parking program fees and questioned where these monies would go.
22. Maricela Gutierrez, resident, voiced concern about the parking program fees being too high and the uncertainty of parking being available.
23. Mary Nojar, resident, also spoke in regards to the parking program fees.

## **STAFF RESPONSE**

Interim City Manager Morales responded to the parking program stating the City isn't going to charge for on-street parking as long as you adhere to the posting requirements, however, on the City's parking lots you will need a permit. The lots can be parked on from 8 a.m. to 9 p.m. with four hours free. Its' overnight parking we are requesting permits, we are trying to manage this resource. Regarding improvements, the City has installed LED lights in parking lots and security camera's for security to the residents. In regards to some of the poor parking lots we will be repaving them. The City does listen to the concerns made by the residents and will do what we can with limited resources and one at a time. Regarding the bid process, the City had a rigorous RFP process that lasted several months if we could make one change it would have been the timing of the transition. In regards to changes regarding the transition, the City brought in the President of the Company to address you this evening and if you wish to replace your bins you can certainly do so. It is important to note that the Council had looked to save all the residents money. UPW will give you the option to replace your refurbished cans. He then encourage the public to speak with staff or representatives from UPW.

At 8:15 p.m. Mayor Perez recessed to closed session.

## **CLOSED SESSION**

1. Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter]
2. Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel to Discuss Existing Litigation  
Case Name: Leo Oso v. City of Huntington Park  
Case Number: BC505088 (Los Angeles Superior Court)
3. Pursuant to Government Code Section 54957(b)(1) – Public Employee Employment  
Name of Position Under Consideration: Interim City Manager

AND

- 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 Representatives for Negotiations: Isabel Birrueta, City Attorney
4. Pursuant to Government Code Section 54957.6 (a) – Conference with Labor Negotiator Regarding Unrepresented Employee –  
Title of Position Subject to Negotiation: Interim Finance Director  
City's Designated Representatives for Negotiations: Isabel Birrueta, City Attorney

## **CLOSED SESSION (continued)**

5. Pursuant to Government Code Section 54957.6 (a) –  
Conference with Labor Negotiator Regarding Unrepresented Employee –  
Title of Position Subject to Negotiation: Parks & Recreation Director  
City’s Designated Representatives for Negotiations: Isabel Birrueta, City Attorney
  
6. Pursuant to Government Code Section 54957.6(a) –  
Conference with Labor Negotiator Regarding Unrepresented Employees  
City’s Designated Representative(s) for Negotiations: Julio Morales, Interim City  
Manager  
Unrepresented Employees:  
City Clerk, Economic Development Manager, Assistant Director of Finance,  
Assistant City Engineer, Planning Manager, Assistant Director of Community  
Development, Building Official, City Engineer, Director of Field Services,  
Director of Public Works/City Engineer, Assistant to the City Manager, Assistant  
City Manager, Director of Community Development, Assistant Chief of Police,  
Director of Finance, Management Analyst – Recreation, Community Development  
Analyst, Police Management Analyst, Information Management Specialist, Project  
Manager, Public Works Superintendent, Human Resources Supervisor, Finance  
Manager, Police Administration Manager
  
7. Pursuant to Government Code Section 54957 –  
Public Employee Dismissal/Release

At 9:30 p.m. Mayor reconvened to open session. All Council Members present with the exception of Council Member Hernandez ABSENT.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Birrueta announced that Council discussed Closed Session items 1 through 7 stating direction was given no action taken. Then announced that the Council was going to be discussing the performance of United Pacific Waste and turned it over to the Mayor.

Mayor Perez opened it up to Vice Mayor Macias who requested the walk-on item.

Vice Mayor Macias stated the reason for the walk-on item was to address the concerns by the residents with regards to the service and performance by UPW and asked Mr. Kandilian to respond to some of the issues or provide a report to Council.

Council Member Gomez reiterated his response on wanting to discuss this item later on the agenda but after hearing from the residents he understands one of the big concerns was the condition of the trash bins. He noted that when the Council first decided to go this route they were looking at the savings to the residents and had previously seen the trash bins that were purposed but knowing what they look like now and they are not up to spec then this needs to be addressed with some remedy, one being, more communication with the residents.

Mr. Kandilian addressed the Council regarding the condition of the bins stating that there are options for the residents being that UPW can provide them with another refurbish bin and if still not satisfied they can offer a new bin but with the condition that there is no discount. The resident can call the number on the bin and request to exchange. Mr. Kandilian stated that his company took on over 8,000 clients within two weeks, noting that the length of time given would explain a lot of the issues along with the exchange of information from one waste hauler to the other. He assured Council they are working hard to address the issues and is hopeful they will be taken care of soon.

Mayor Perez noted that residents have called the number and were having problems getting through.

Council discussed at length the issue of the concerns by the residents, transition and service by UPW and the responsibility of the old trash haulers. It was requested that UPW come back and give an update to Council at a future date.

City Attorney Birrueta stated she would like to discuss the contract of the old trash haulers with staff and the new Interim City Manager and come back to Council for discussion in Closed Session.

Interim City Manager Morales informed Council that UPW will come back with an update on January 20, 2015.

City Attorney Birrueta recommended that Item No. 6 be considered now.

**Motion** by Council Member Gomez to pull Consent Calendar Item No 6 to be considered at this point, seconded by Council Member Amezcuita. Passed unanimously by one motion.

## **CITY ATTORNEY**

- 6.** Approve Appointment of Interim City Manager Candidate and Ratification and Final Action to Approve Employment Agreement for Interim City Manager Pursuant to Government code Section 53262 and 54956.

City Attorney Birrueta stated his contract will be effective January 5, 2015 10:30 p.m.

**Motion** by Council Member Gomez to approve Appointment of Interim City Manager Candidate and Ratification and Final Action to Approve Employment Agreement for Interim City Manager Pursuant to Government code Section 53262 and 54956, seconded by Council Member Amezcuita. Passed unanimously by one motion.

New Interim City Manager John Ornales introduced himself.

At the request by City Attorney Birrueta Items 2 and 4 be pulled from the Consent Calendar to be heard under Regular Agenda. Council concurred.

At the request by Staff Item 7 on Consent Calendar was pulled. Council concurred.

## CONSENT CALENDAR

**Motion** was made by Council Member Amezquita to approve consent calendar items with the exception of items 2, 4, 6 and 7, and approve the reading by title of all ordinances and resolutions, Council Member Gomez. Passed unanimously by one motion (Council Member Hernandez ABSENT).

### **OFFICE OF THE CITY CLERK**

1. Approved Regular City Council Meeting Minutes of Monday, December 1, 2014; and Monday, December 15, 2014.
2. *Moved to Regular Agenda - Adopt Resolution to Appoint Representatives to the Independent Cities Risk Management Authority (ICRMA) Board*

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-67, Appointing a Representative, an Alternate and Substitute Alternate Representative to the Governing Board of the Independent Cities Risk Management Authority (ICRMA).

### **FINANCE**

3. Approved Accounts Payable and Payroll Warrants dated January 5, 2015.

### **POLICE**

4. *Moved to Regular Agenda - Approve Purchase of Additional Equipment and Amendment to Agreement (Scope of Work) with Sea Hawk Surveillance*

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve purchase of additional surveillance camera equipment in City-owned parking lots and amendment to the agreement (scope of work) with Sea Hawk Surveillance; and
2. Authorize the Interim City Manager to execute the amendment.
5. Approved agreement with Securitas Security Services USA for as-needed armed guard services and authorized the Interim City Manager to execute the agreement.

## **CONSENT CALENDAR (continued)**

### **CITY ATTORNEY**

6. *Moved to after Closed Session Announcement to be heard* - Approve Appointment of Interim City Manager Candidate and Ratification and Final Action to Approve Employment Agreement for Interim City Manager Pursuant to Government code Section 53262 and 54956.

### **CITY MANAGER**

7. *Item Pulled by Staff* - **Adopt Resolution Authorizing a Six-Month Severance Provision to Certain Classifications**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-68.
8. Adopted Resolution No. 2014-69, Supporting an Alternative Route Along Randolph Street to the Blue Line for the Eco-Rapid Transit West Santa Ana Branch Corridor.
9. Approved Amended Employment Agreement for Interim Finance Director Pursuant to Government Code Section 53262 and 54956.
10. Approved Amended Employment Agreement for Parks and Recreation Director Pursuant to Government Code Section 53262 and 54956.

## **END OF CONSENT CALENDAR**

### **PUBLIC HEARING**

### **COMMUNITY DEVELOPMENT**

11. *Request by Staff to Continue to January 20, 2015* - **Adoption of an Ordinance Amending Article 18 of Chapter 2, and Article 23 of Chapter 3, All of Title 9, and Adding Article 19 to Chapter 7 of Title 4 of the Huntington Park Municipal Code Regarding Marijuana Regulations and Enforcement**

### **REGULAR AGENDA**

At this point Consent Calendar Items 2 and 4 were heard.

### **OFFICE OF THE CITY CLERK**

2. **Adopt Resolution to Appoint Representatives to the Independent Cities Risk Management Authority (ICRMA) Board**

## **REGULAR AGENDA ITEM 2 (continued)**

### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-67, Appointing a Representative, an Alternate and Substitute Alternate Representative to the Governing Board of the Independent Cities Risk Management Authority (ICRMA).

City Attorney Birrueta presented item.

Council Member Gomez suggested to wait until after the elections to appoint a new Alternate and Substitute Alternate. Council concurred.

**Motion** by Mayor Perez to appoint Danny Bueno, Assistant to City Manager as Representative to the Governing Board of the Independent Cities Risk Management Authority (ICRMA) and for the Alternate to remain Council Member Gomez and Substitute Alternate to remain Council Member Hernandez, seconded by Council Member Gomez. Motion passed by the following vote:

### ROLL CALL:

AYES	Council Member(s): Gomez, Amezquita, Vice Mayor Macias and Mayor Perez
NOES	Council member(s): None
ABSENT	Council Member(s): Hernandez

## **POLICE**

### **4. Approve Purchase of Additional Equipment and Amendment to Agreement (Scope of Work) with Sea Hawk Surveillance**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve purchase of additional surveillance camera equipment in City-owned parking lots and amendment to the agreement (scope of work) with Sea Hawk Surveillance; and
2. Authorize the Interim City Manager to execute the amendment.

Interim City Manager presented the staff report and noted there was no Request for Proposal (RFP) because of the City wishing to maintain the continuity with technology and using the same system which is currently in place.

## REGULAR AGENDA ITEM 4 (continued)

City Attorney Birrueta explained to Council if you are going to dispense with the RFP process in order to approve you must approve on the bases of findings which according to the Municipal Code section 2-5.12i “purchases of supplies and equipment, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them.” Ms. Birrueta informed Council that for the record Council needs to agree with the findings and to achieve uniformity so if we had to go to another provider it would be a cost to the City.

Interim City Manager reiterated the cost stating we would have to have a parallel system and it would not integrate.

Chief of Police Cisneros also agreed and added that you don’t want to have two different independent contracts come forward and if something fails and then asking me who do I turn to, we should have one individual to go to.

City Attorney stated that Measure R Funds would be used in obtaining the cameras.

Interim City Manager explained the definition for which it would fall under with regards to the Measure R Funds. He then introduced Mr. Cueto, Consultant with Evan Brooks Associates, who explained that the funds are for the security and safety of the residents such as if your encouraging people to park in the parking lots to use alternate transportations or to access multiple destinations along pacific boulevard, so by providing that added security people would be more encouraged to feasibly park their cars and commute on a bus to work.

**Motion** by Council Member Gomez to pass over the RFP process because it would be economically feasible and that the public welfare would be promoted by dispensing them and approved purchase of additional surveillance camera equipment in City-owned parking lots and amendment to the agreement with Sea Hawk Surveillance and authorized the Interim City Manager to execute the amendment, seconded by Council Member Amezcuita. Motion passed by the following vote:

### ROLL CALL:

AYES	Council Member(s): Gomez, Amezcuita, Vice Mayor Macias and Mayor Perez
NOES	Council member(s): None
ABSENT	Council Member(s): Hernandez

City Attorney noted that on Consent Calendar Item 9 the agreement for the Interim Finance Director will be effective on January 6, 2015.

## COMMUNITY DEVELOPMENT

### 12. Consideration to Re-Appoint Eddie Carbajal to the Planning Commission, Current Term Ending January 16, 2015

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve reappointment of Eddie Carbajal to the Planning Commission for a new four-year term ending January 16, 2019.

**Motion** by Vice Mayor Macias to reappointment Eddie Carbajal to the Planning Commission for a new four-year term ending January 16, 2019, seconded by Council Member Gomez. Motion passed by the following vote:

#### ROLL CALL:

AYES	Council Member(s): Gomez, Amezcua, Vice Mayor Macias and Mayor Perez
NOES	Council member(s): None
ABSENT	Council Member(s): Hernandez

## PUBLIC WORKS

### 13. Approve First Reading, of Ordinance Amending Huntington Parks Municipal Code Regarding Containment of Garbage and Trash on Premises

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first reading of Ordinance No. 935-NS amending section 6-2.107 (unlawful and prohibited acts) of Article 1 (Collection of Solid Waste) of Title 6 (Sanitation and Health) of the Huntington Park Municipal Code regarding containment of garbage and trash on premises.

Interim City Manager presented the staff report and addressed the intent of the ordinance holding the landlord and/or the business owner responsible for the trash bin and containment of garbage and trash on premises and giving them the option of using a lock in order to keep it sealed.

City Attorney Birrueta explained that the direction by Interim City Manager Morales was to prepare an ordinance to hold the landlord and/or business owners responsible with making sure the containers are kept closed so people don't rummage through them and that they don't put their containers on City property and if so they can be fined. Ms. Birrueta reiterated the option of using a lock or whatever method in order to keep the container sealed.

## **REGULAR AGENDA ITEM 13 (continued)**

Council discussed at length concerns regarding placement of containers, rodents, rummaging, who will be held responsible: landlords and/or business owners, and fines according to violations.

**Motion** by Council Member Gomez to introduce Ordinance No. 935-NS amending section 6-2.107 (unlawful and prohibited acts) of Article 1 (Collection of Solid Waste) of Title 6 (Sanitation and Health) of the Huntington Park Municipal Code regarding containment of garbage and trash on premises, seconded by Council Member Amezcuita. Motion passed by the following vote:

ROLL CALL:

AYES	Council Member(s): Gomez, Amezcuita, Vice Mayor Macias and Mayor Perez
NOES	Council member(s): None
ABSENT	Council Member(s): Hernandez

### **CITY MANAGER**

#### **14. Approve Pacific Boulevard Pedestrian Improvement Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Pacific Boulevard Pedestrian Improvement Project's - Phase I Implementation Plan; and
2. Authorize the City Manager to proceed with the preparation of construction documents and implementation of the project's Phase I scope.

Interim City Manager Morales presented the staff report noting that the funds for this project are Metro Call for Projects Grant Funds and introduced Art Cueto, Consultant with Evan Brooks Associates who provided a PowerPoint presentation on the Pacific Boulevard Streetscape Phase I project to include the budget, funding, project schedule, improvements i.e. street furniture, signage, pedestrian & bicycle, landscaping, sidewalk improvements, street trees, trash compactors, pedestrian lighting, construction cost and the implementation plan of phase I. He introduced Mr. Fred Blake of Blake Design who discussed the streetscape design concept. Mr. Cueto concluded with supporting staff's recommendations.

Council Member Amezcuita suggested obtaining other funds from FDA.

Interim City Manager Morales noted that the funds for the proposed project must be spent during a certain time period and on time.



**COUNCIL COMMUNICATIONS (continued)**

New Interim City Manager Ornales suggested that the City bring in a parking expert to go through an informational training on the science of parking, structures etc. to give the Council an idea of what is involved.

**Mayor Rosa E. Perez - None**

**ADJOURNMENT**

At 11:45 pm Mayor Perez adjourned the meeting to the next Meeting of the City of Huntington Park City Council on Tuesday, January 20, 2015 at 6:00 pm.

Respectfully submitted,

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Donna G. Schwartz, CMC  
City Clerk

DRAFT

**MINUTES**  
Special Meeting of the  
City of Huntington Park City Council  
Tuesday, January 20, 2015

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:07 p.m. on Tuesday, January 20, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Rosa Perez presiding.

**ROLL CALL**

Present: Mayor Rosa E. Perez; Vice Mayor Karina Macias and Council Members Valentin Palos Amezcua, Ofelia Hernandez and Mario Gomez. Other City Officials and employees: John Ornales, Interim City Manager, Isabel Birrueta, City Attorney, Jorge Cisneros, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director and Donna Schwartz, City Clerk.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Marie Lopez from Hope Elementary School.

**INVOCATION**

The invocation was led by Mayor Perez.

**PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a "Certificate of Appreciation" to Marie Lopez for leading the Pledge of Allegiance.

Council presented certificates to the families of Lazaro Sanchez and George Viveros in memory of their passing.

Former Interim City Manager Julio Morales presented a PowerPoint presentation on the City's accomplishments while under his direction.

Council presented "Certificates of Appreciation" to those who volunteered for the 2014 Turkey Giveaway and Toy Drive Program.

Not presented - Presentation on the "7<sup>th</sup> Annual Health Walk to Reduce Obesity."

Michael Kandilian of United Pacific Waste (UPW), presented an update on the new trash hauler transition.

**PUBLIC COMMENT**

City Attorney Birrueta announced to the public the rules for public comment by citing government code section 54954.3 and Municipal Code section 2-1.207.

1. Letter from Alice Lipscomb, resident, read by City Clerk Schwartz. Ms. Lipscomb's letter was in support of the new trash hauler.

## **PUBLIC COMMENT (continued)**

2. Public comment card left by Fernando Ruiz, resident, read by Translator. Mr. Ruiz also spoke in support of the new trash hauler.
3. Attorney, representing 6341 Florence Development, LLC, spoke in regards to property located at 6115 and 6125 Pacific Boulevard and requested support from Council to allow commercial uses at said property.

Mayor Perez directed staff to speak with the Attorney in regards to his request and Council Member Gomez stated he could also contact him if he would like.

At 8:15 p.m. Mayor Perez excused herself for a brief break.

4. Rita Shakibkoo, property owner, of 6115 and 6125 Pacific Boulevard, also requested support in allowing different uses for said property.
5. Linda Caraballo, resident, commented on the service provided by the new trash hauler and questioned an inquiry to UPW made by her mother regarding discounts. Ms. Caraballo also commented on item 9 on the agenda and Clipper tickets being purchased by the City.
6. Henry Garcia, resident, commented on the issues surrounding the new trash hauler and feels the Vice Mayor could handle things differently. Mr. Garcia concluded with noting the behavior by all at the last council meeting.
7. Nick Ioannidis, resident, commented on living in Huntington Park.

At 8:30 p.m. Mayor Perez returned.

8. Balle Machuca, resident, spoke in regards to how supportive the prior Interim City Manager Morales was and thanked him. Mr. Machuca asked for support for the businesses in town and commented on parking being an issue.
9. Carlos Pando, resident, thanked Council, asked them to work together and to get the community involved and commented on newly elected Council after the elections.
10. Cohan Hennon, Rogers Poultry, spoke in support of the new trash haulers.
11. Ivonne Correa, resident, commented on the photos in the Los Angeles Times about the City, a meeting that was held by one of the potential candidates regarding parking who is not a representative of the City, and supports a letter read by a representative of the newspaper.
12. Rodolfo Cruz, resident, commented on the service of the new trash haulers, how the City looks, police service and information that should be provided to the seniors.

## **PUBLIC COMMENT (continued)**

13. Melissa Rosales, Rosales Professional Services, spoke in regards to the trash issue and the actions of the old trash haulers.
14. Ana Pena, resident, commented on how the city looks, the decision by Council for the new trash contract, her effort to clean-up the city and her support for new candidates.

Mayor Perez closed public comment.

## **STAFF RESPONSE**

Parks and Recreation Director Espinosa responded to the comment made regarding Clipper tickets stating that the tickets are being purchased by the Parks and Recreation Department as a group for the basketball program and that the parents reimburse the City.

Council Member Hernandez commented on the vote of the new trash contract stating that the vote was 4 to 1.

Council Member Amezcua clarified that the vote was 3 to 2. He voted no.

Interim City Manager Ornales announced that staff has obtained consulting services with H&H to monitor the performance of the new trash hauler contract.

At 8:55 p.m. Mayor Perez recessed to closed session.

## **CLOSED SESSION**

1. Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Represented Employees  
City’s Designated Representative(s) for Negotiations: John Ornelas, Interim City Manager  
Employee Organization: General Employees’ Association (GEA)
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 54956.9(d)(4) -  
Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation (Deciding Whether to Initiate Litigation): [Two (2) potential matters]

## **CLOSED SESSION (continued)**

4. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(3):  
Conference with Legal Counsel to Discuss Matter Involving Anticipated  
Litigation/Significant exposure to litigation [Two (2) potential cases]
5. Pursuant to Government Code Section 54956.9(d)(1) –  
Conference with Legal Counsel to Discuss Existing Litigation  
Case Name: *Santa Coronado vs. City of Huntington Park, et al.*  
Case No. BC 564026 (Superior Court, County of Los Angeles)
6. Pursuant to Government Code Section 54957(b)(1) –  
Public Employee Employment  
Name of Position Under Consideration: Public Works Superintendent  
AND  
Pursuant to Government Code Section 54957.6 (a)  
Conference with Labor Negotiator Regarding Unrepresented Employee –  
Title of Position Subject to Negotiation: Public Works Superintendent  
City's Designated Representatives for Negotiations: Interim City Manager,  
John Ornelas

At 9:50 p.m. Mayor reconvened to open session. All Council Members present.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Birrueta announced that Council discussed Closed Session items 1 through 6, direction was given on all items, no action taken.

## **CONSENT CALENDAR**

**Motion** was made by Council Member Gomez to approve consent calendar items with the exception of items 1 and 5, and approve the reading by title of all ordinances and resolutions, Council Member Hernandez. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

## **OFFICE OF THE CITY CLERK**

1. *Pulled by staff to be continued to Feb 2, 2015* - **Approve Minutes of the following City Council Meeting:**

1-1 Regular City Council Meeting held Monday, January 5, 2015

## **CONSENT CALENDAR (continued)**

### **FINANCE**

2. Approved Accounts Payable and Payroll Warrants dated January 20, 2015

### **PARKS & RECREATION**

3. Adopted Resolution No. 2015-01, Approving the Application for Land and Water Conservation Fund for the Salt Lake Park Splash Pad Project.

### **POLICE**

4. Approved the Amendment to the Agreement with Sea Hawk Surveillance and authorized the Interim City Manager to Execute the Amendment.

### **PUBLIC WORKS**

5. *Pulled by Council Member Amezquita for separate discussion* - **Second reading, Adopt Ordinance No. 935-NS Amending Section 6-2.107 (Unlawful and Prohibited Acts) of Article 1 (Collection of Solid Waste) of Title 6 (Sanitation and Health) of the City of Huntington Park's Municipal Code Regarding Containment of Garbage and Trash on Premises**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Ordinance No. 935-NS.

#### **At this time Item 5 was heard.**

Council Member Amezquita asked City Attorney Birrueta to clarify the language in the ordinance regarding who is responsible for securing the lids on trash containers and concerned with the process of violations.

City Attorney Birrueta explained that the responsibility is the owner, occupant or person in possession of the container and went on to read Section 1. Part "h" of the ordinance. Ms. Birrueta explained that warnings will be issued first before fined for a violation.

Council discussed at length the language in the ordinance and concerns regarding the responsibilities and violation process regarding the containment of garbage and trash on premises.

Interim City Manager Ornales reaffirmed that there will be discretion and rationalization with the individual when an issue arises.

## **CONSENT CALENDAR ITEM 5 (continued)**

Police Chief Cisneros stated if the lid on the container is shut and pushed against the wall and we're aware of it, first time we issue a warning. We want to correct the behavior and make sure they comply. If there was no lid we would follow the guidelines/ordinance. If they didn't cause the issue we wouldn't sight and if they did cause it there is a due process.

**Motion** by Council Member Gomez to adopt Ordinance No. 935-NS Amending Section 6-2.107 (Unlawful and Prohibited Acts) of Article 1 (Collection of Solid Waste) of Title 6 (Sanitation and Health) of the City of Huntington Park's Municipal Code Regarding Containment of Garbage and Trash on Premises, seconded by Council Member Hernandez. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

## **CITY MANAGER**

6. Adopted Resolution No. 2015-02, Adopting the Orangeline Development Authority Fourth Amended Joint Exercise of Powers Agreement (JPA) and Authorized the Mayor to Execute the Fourth Amended JPA.
7. Adopted Resolution No. 2015-03, Extending the Life of the Memorandum of Understanding (MOU) with the Huntington Park General Employees' Association.
8. Approved the Memorandum of Understanding (MOU) with the Los Angeles Homeless Services Authority for the 2015 Greater Los Angeles Homeless Count and Authorized the Mayor to Execute the MOU.

**END OF CONSENT CALENDAR**

## PUBLIC HEARING

### COMMUNITY DEVELOPMENT

9. **CONTINUED FROM JANUARY 5, 2015** – Approve First Reading of an Ordinance Amending the City of Huntington Park’s Municipal Code Regarding Marijuana Regulations and Enforcement and Approval of a Resolution Amending the Administrative Citation Schedule for Violations

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Consider all public testimony and staff's analysis;
3. Introduce Ordinance 936-NS, Amending Article 18 of Chapter 2, and Article 23 of Chapter 3, all of Title 9, and adding Article 19 to Chapter 7 of Title 4 of the Huntington Park Municipal Code (HPMC) regarding marijuana regulation and enforcement; and
4. Adopt Resolution No. 2015-04, Amending the Administrative Citation Schedule of Fines for Violations of the Municipal Code to Specify Fines for Violations Involving Marijuana Regulations.

Interim City Manager Ornales presented the item and introduced Planning Manager Albert Fontanez.

Mayor Perez opened up the item for public comment

**Public Comment** - None

Mayor Perez closed public comment

Planning Manger Albert Fontanez presented the staff report briefing Council on the proposed ordinance stating the ordinance was previously proposed before the Planning Commission on December 17, 2014, approved and brought before Council for consideration. The ordinance improves the administrative process to eliminate marijuana dispensaries in the City and implementing stiffer fines to violations and concluded with speaking in support of staff’s recommendations.

Council discussed at length who would be responsible, regulations and enforcement and fines for violations.

City Attorney Birrueta explained that the ordinance includes, property owners, tenants, anyone who has the position of the premises not just the operator. The ordinance was carefully reviewed and amended to include language that is very broad to who would be responsible and that violations would be based on who is liable.

## **PUBLIC HEARING ITEM 9 (continued)**

**Motion** by Council Member Hernandez to introduce Ordinance 936-NS, Amending Article 18 of Chapter 2, and Article 23 of Chapter 3, all of Title 9, and adding Article 19 to Chapter 7 of Title 4 of the Huntington Park Municipal Code (HPMC) Regarding Marijuana Regulation and Enforcement and adopt Resolution No. 2015-04, Amending the Administrative Citation Schedule of Fines for Violations of the Municipal Code to Specify Fines for Violations Involving Marijuana Regulations, seconded by Council Member Amezcuita. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

**10. First Reading of an Ordinance Amending the Zoning Map; Adoption of a Resolution Amending the General Plan Land Use Map; Approval of a Development Permit for the Construction of a new 25,865 Square Foot Retail and Office Commercial Center; Approval of a Variance to Deviate from the Development Standards; and Adoption of an Associated Mitigated Negative Declaration Under the California Environmental Quality Act (CEQA) for a Property Located at 3111 Florence Avenue**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Consider all public testimony and staff's analysis; and
3. Introduce Ordinance 938-NS, Amending the Zoning Map designation from Public Facilities (PF) to Commercial General (CG) for property located at 3111 Florence Avenue;
4. Adopt Resolution No. 2015-05, Amending the General Plan Land Use Map designation from Public Facilities to General Commercial for property located at 3111 Florence Avenue;
5. Approve a Development Permit for the construction of a new 25, 865 square foot retail and office commercial center;
6. Approve a Variance to deviate from the Development Standards; and
7. Adopt an associated Mitigated Negative Declaration under the California Environmental Quality Act (CEQA).

## **PUBLIC HEARING ITEM 10 (continued)**

Interim City Manager Ornales presented the item.

Council Member Gomez questioned the various approvals. Planning Manager Albert Fontanez explained that there are four separate applications for each item requested and must be considered before Council as a whole.

Mayor Perez opened up the item for public comment

### **Public Comment**

1. Michael Lewis, representing applicants, spoke in support of staff's recommendations and explained that the project is to achieve minimize traffic impacts, provide extra parking, protect residential neighbors at the rear of the property and a pleasing exterior. Mr. Lewis concluded with requesting approval of the request.

Mayor Perez closed public comment

Planning Manager Albert Fontanez introduced Planning Intern Rodrigo Pelayo who provided a PowerPoint reviewing the various request to the proposed project explaining the project description, existing condition of the site, site plan, proposed renderings and concluded with an overview of staff's recommendations to approve the request for the proposed project.

At 10:45 p.m. - Council Member Gomez excused himself due to living within the proposed project site.

Items 3 through 7 were voted on separately by the remaining Council (Hernandez, Vice Mayor Macias and Mayor Perez).

### **Item 3:**

**Motion** by Council Member Hernandez to introduce Ordinance 938-NS, Amending the Zoning Map Designation from Public Facilities (PF) to Commercial General (CG) for Property Located at 3111 Florence Avenue, seconded by Vice Mayor Macias. Motion passed 3-0-2, by the following vote:

ROLL CALL:

AYES: Council Member(s): Hernandez, Vice Mayor Macias, and Mayor Perez  
NOES: Council Member(s) None  
ABSTAINED: Council Member(s): Gomez and Amezquita

At 10:48 p.m. - Council Member Amezquita excused himself due to living within the proposed project site.

**PUBLIC HEARING ITEM 10 (continued)**

Item 4:

**Motion** by Council Member Hernandez to adopt Resolution No. 2015-05, Amending the General Plan Land Use Map Designation from Public Facilities to General Commercial for property located at 3111 Florence Avenue, seconded by Vice Mayor Macias. Motion passed 3-0-2, by the following vote:

ROLL CALL:

AYES: Council Member(s): Hernandez, Vice Mayor Macias, and Mayor Perez  
NOES: Council Member(s) None  
ABSTAINED: Council Member(s): Gomez and Amezquita

Item 5:

**Motion** by Council Member Hernandez to approve a Development Permit for the Construction of a new 25, 865 Square Foot Retail and Office Commercial Center, seconded by Vice Mayor Macias. Motion passed 3-0-2, by the following vote:

ROLL CALL:

AYES: Council Member(s): Hernandez, Vice Mayor Macias, and Mayor Perez  
NOES: Council Member(s) None  
ABSTAINED: Council Member(s): Gomez and Amezquita

Item 6:

**Motion** by Council Member Hernandez to approve a Variance to deviate from the Development Standards, seconded by Vice Mayor Macias. Motion passed 3-0-2, by the following vote:

ROLL CALL:

AYES: Council Member(s): Hernandez, Vice Mayor Macias, and Mayor Perez  
NOES: Council Member(s) None  
ABSTAINED: Council Member(s): Gomez and Amezquita

Item 7:

**Motion** by Council Member Hernandez to adopt an Associated Mitigated Negative Declaration under the California Environmental Quality Act (CEQA), seconded by Vice Mayor Macias. Motion passed 3-0-2, by the following vote:

## **PUBLIC HEARING ITEM 10 (continued)**

ROLL CALL:

AYES: Council Member(s): Hernandez, Vice Mayor Macias, and Mayor Perez  
NOES: Council Member(s) None  
ABSTAINED: Council Member(s): Gomez and Amezcuita

### **REGULAR AGENDA**

At 10:49 p.m. both Council Members Gomez and Amezcuita returned to the Council Chambers.

#### **COMMUNITY DEVELOPMENT**

**11. Pulled by Interim City Manager Ornales to February 2, 2015 - Discussion/Action on Pilot Parking Program Modifications**

Council Member Hernandez noted she received a phone call from a concerned resident stating that a potential candidate had called a meeting and mentioned this was supported by the City on the Pilot Parking Program. Ms. Hernandez asked the Interim City Manager Ornales to show for the record that it was not the City that called this meeting.

City Attorney Birrueta suggested we find out who the person was and that the City send the candidate a letter advising them that they should not be representing themselves as the City and warning them they should not be using the City's image or name.

Council Member Amezcuita agrees with the City Attorney regarding sending a letter to the candidate then encouraged staff to do an outreach to the businesses regarding the parking pilot program.

#### **PUBLIC WORKS**

**12. First Reading of an Ordinance to Amend the City of Huntington Park's Municipal Code Regarding Containment of Garbage and Trash on Premises**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Introduce Ordinance 937-NS, Amending Section 6-2.105 of Article 1 of Chapter 2 of Title 9 of the Huntington Park Municipal Code regarding containment of garbage and trash on premises.

## **REGULAR AGENDA ITEM 12 (continued)**

City Attorney Birrueta presented the item stating that the amendment to the ordinance was prepared to clarify to those merchants who are using city owned trash containers as their own containers. An ordinance is already in place that the merchants use their own bins. To make it more clear the only thing we included was “including City-owned containers located in public areas for the use of the public to control litter.”

Council discussed at length the issue of the merchants using city owned bins and how to notify the merchants of the new ordinance and suggested various ways.

**Motion** by Council Member Gomez to introduce Ordinance 937-NS, Amending Section 6-2.105 of Article 1 of Chapter 2 of Title 9 of the Huntington Park Municipal Code regarding containment of garbage and trash on premises, seconded by Council Member Amezcuita. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Gomez, Amezcuita, Hernandez,  
Vice Mayor Macias, and Mayor Perez  
NOES: Council Member(s) None  
ABSTAINED: Council Member(s): None

## **DEPARTMENTAL REPORTS** (Information only)

## **WRITTEN COMMUNICATIONS** - None

## **COUNCIL COMMUNICATIONS**

**Council Member Valentin Palos Amezcuita** - commented on the trash issue and the services with the old and new trash hauler. He noted the tragedy that occurred in Paris with regards to “Freedom of Speech” and feels the public should be able to comment on various issues and would like to change the law with regards to being able to address one Council Member vs. the Council as a whole.

**Council Member Mario Gomez** - he agrees with the “Freedom of Speech” but it doesn’t allow you to say whatever you want, Supreme Court already ruled on that and that there are certain parameters you have to follow. He stated that he took an oath and will defend the City and feels his colleagues should work together, show leadership and communicate with each other on issues regarding the City to help it move forward. He thanked staff for providing information to the residents regarding the transition of the new trash hauler.

## **COUNCIL COMMUNICATIONS (continued)**

**Council Member Ofelia Hernandez** – nothing to report, excused herself at 11:00 p.m.

**Vice Mayor Karina Macias** – responded to comments regarding communication with her colleagues, her comment to the media and her commitment to the residents.

**Mayor Rosa E. Perez** – reiterated on Council Member Gomez's comments. She thanked the new Interim City Manager Ornales for accepting the position and directed Mr. Ornales to move forward with hiring a consultant for the recruitment of a new City Manager and if possible, to bring back to Council a list of candidates at the next Council meeting or by the end of March.

Interim City Manager Ornales mentioned there are various other ways as well to recruit for a City Manager.

## **ADJOURNMENT**

At 11:30 p.m. Mayor Perez adjourned the meeting in memory of Lazaro Sanchez, a longtime resident who was very involved in the community and father of former Planning Commissioner Abigail Sanchez and George Viveros, a longtime resident who was very involved in the community and a US Army Veteran.

NEXT REGULAR MEETING OF THE CITY OF HUNTINGTON PARK CITY COUNCIL  
MONDAY, FEBRUARY 2, 2015, AT 6:00 P.M.

Respectfully submitted,

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Donna G. Schwartz, CMC  
City Clerk

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**ORDINANCE NO. 936-NS**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF HUNTINGTON PARK, CALIFORNIA,  
AMENDING ARTICLE 18 OF CHAPTER 2, AND  
ARTICLE 23 OF CHAPTER 3, ALL OF TITLE 9, AND  
ADDING ARTICLE 19 TO CHAPTER 7 OF TITLE 4  
OF THE HUNTINGTON PARK MUNICIPAL CODE  
REGARDING MARIJUANA REGULATION AND  
ENFORCEMENT**

**WHEREAS**, on 17<sup>th</sup> day of December, 2014, following proper notice and public hearing, the City Planning Commission adopted Resolution No.2014-11 recommending to the City Council the adoption of an ordinance amending certain sections in Articles 18 of Chapter 2, and Article 23 of Chapter 3, all of Title 9, and adding Article 19 to Chapter 7 of Title 4 of the Huntington Park Municipal Code, regarding marijuana regulation; and

**WHEREAS**, in 2011, the City Council adopted an ordinance that prohibits medical marijuana dispensaries in all areas of the City; and

**WHEREAS**, the California Supreme Court held, in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, that the State laws known as the Compassionate Use Act of 1996 (Health & Safety Code § 11362.5), and the Medical Marijuana Program Act of 2003 (Health & Safety Code § 11362.7 et seq.) do not prevent a local ban on facilities that distribute medical marijuana; and

**WHEREAS**, other California Cities that have permitted marijuana dispensaries have experienced negative secondary effects to the public health, safety, and welfare (including, but not limited to, increased criminal activities such as burglaries, robberies, and the distribution of illegal narcotics at the dispensaries and areas immediately surrounding the dispensaries; and,

**WHEREAS**, although it is not the City Council's desire to prevent qualified patients from using medicinal marijuana that has been recommended by a primary caregiver, the City Council desires to prohibit marijuana dispensaries and delivery services in order to protect the health, safety, morals and general welfare of the City's residents and businesses; and

1           **WHEREAS**, the City Council finds that a failure to prohibit marijuana dispensaries and  
2 delivery services would also expose the City to costs related to regulation, enforcement, litigation,  
3 and negative secondary effects; and

4           **WHEREAS**, the City Council desires to strengthen its prohibition against the distribution of  
5 marijuana in the City in consideration of changing methods of marijuana distribution and in  
6 accordance with current judicial holdings; and

7           **WHEREAS**, the City Council has considered evidence presented by the Planning  
8 Commission, City Staff and the public at a duly noticed public hearing.

9  
10           **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**  
11 **ORDAINS AS FOLLOWS:**

12           **SECTION 1.** Section 9-3.2302 of the Huntington Park Municipal Code is hereby amended to  
13 read:

14 **9-3.2302 Definitions.**

15           “Marijuana” shall have the same definition as set forth in California Health and Safety Code  
16 Section 11018.

17           “Medical marijuana dispensary” means ~~a facility or location where medical marijuana is~~  
18 ~~cultivated or by any other means made available to and/or distributed by or to five (5) or more of the~~  
19 ~~following: a primary caregiver, a qualified patient, or a person with an identification card in strict~~  
20 ~~accordance with State Health and Safety Code Sections 11362.5 et seq., and 11362.7 et seq.~~

21 any parcel of land, facility, or location, fixed or mobile, used to sell, transfer, give away, or distribute,  
22 with or without consideration, or otherwise make available marijuana or marijuana-infused products  
23 in any manner, whatsoever, for any purpose.

24           “Person” means any individual, firm, corporation, partnership, association, club, society,  
25 cooperative, or other organization. The term “person” shall also include any owner, manager,  
26 proprietor, employee, volunteer, salesperson, or other individual responsible for any degree of  
27 operation.

1           **SECTION 2.** Section 9-3.2303 of the Huntington Park Municipal Code is hereby amended to  
2 read:

3 **9-3.2303 Medical marijuana dispensaries prohibited.**

4           A. Medical marijuana dispensaries are prohibited anywhere within the City of Huntington  
5 Park. No person shall engage in, cause, permit, allow, aid, abet, suffer, or conceal a medical  
6 marijuana dispensary anywhere in the City of Huntington Park, nor shall any such person lease  
7 premises to any person engaging in or operating a medical marijuana dispensary.

8           B. Any person who violates this section is guilty of a misdemeanor offense punishable in  
9 accordance with Section 1-2.01 of this Code.

10           C. In addition to all other available remedies, any violation of this section is subject to  
11 administrative fines and penalties as set by resolution of the City Council in accordance with Title 1,  
12 Chapter 5 of this Code.

13           **SECTION 3.** Subpart E of Section 9-2.1807 of the Huntington Park Municipal Code is  
14 hereby amended to read:

15           E.     Costs and Damages. Any person violating any provisions of this Code or any permit  
16 issued in compliance with this Code, shall be liable to the City for the costs incurred and the damages  
17 suffered by the City, its agents, and agencies as a direct result of the violations. In any action,  
18 administrative proceeding, or special proceeding to abate a nuisance, the prevailing party may  
19 recover attorney fees, provided the City has elected in writing, at the initiation of that individual  
20 action or proceeding, its intention to seek recovery of its own attorney fees.

21           **SECTION 4.** Article 19 is hereby added to Chapter 7 (Traffic) of Title 4 (Public Safety) of  
22 the Huntington Park Municipal Code, to read:

23 Article 19. Mobile Marijuana Dispensaries

24 **4-7.1901 Purpose and findings.**

25           The City Council of the City of Huntington Park hereby finds and determines that it is the  
26 purpose and intent of this article to prohibit mobile marijuana dispensaries and delivery services in  
27

1 order to promote the health, safety, morals and general welfare of the residents and businesses  
2 within the City.

3 **4-7.1902 Definitions.**

4 “Marijuana” shall have the same definition as that set forth in California Health and Safety  
5 Code Section 11018.

6 “Mobile Marijuana Dispensary” means any clinic, cooperative, club, business, group, or other  
7 operation that transports or delivers, or arranges the transportation or delivery, of marijuana or any  
8 marijuana-infused product to any person for any purpose.

9 “Person” means any individual, firm, corporation, partnership, association, club, society,  
10 cooperative, or other organization. The term “person” shall also include any owner, manager,  
11 proprietor, employee, volunteer, salesperson, or other individual responsible for any degree of  
12 operation.

13 **4-7.1903 Mobile Marijuana Dispensaries Prohibited.**

14 A. Mobile Marijuana Dispensaries are prohibited in the City of Huntington Park.  
15 No person shall own, manage, conduct or operate a Mobile Marijuana Dispensary, or cause, permit,  
16 allow, aid, abet, suffer, or participate in any manner or capacity in the operation of a Mobile  
17 Marijuana Dispensary in the City of Huntington Park.

18 B. Any person who violates this section is guilty of a misdemeanor offense punishable in  
19 accordance with Section 1-2.01 of this Code.

20 C. In addition to all other available remedies, any violation of this section is subject to  
21 administrative fines and penalties as set by resolution of the City Council in accordance with Title 1,  
22 Chapter 5 of this Code.

23 **4-7.1904 Marijuana Delivery Prohibited.**

24 A. No person shall cause, permit, allow, aid, abet, suffer, or conceal the transportation or  
25 delivery of marijuana or any marijuana-infused product to any person within the City of Huntington  
26 Park, or engage in any act in furtherance of such purpose.

1           B. Any person who violates this section is guilty of a misdemeanor offense punishable in  
2 accordance with Section 1-2.01 of this Code.

3           C. In addition to all other available remedies, any violation of this section is subject to  
4 administrative fines and penalties as set by resolution of the City Council in accordance with Title 1,  
5 Chapter 5 of this Code.

6 **4-7.1905 Public Nuisance Declared.**

7           Operation of a Mobile Marijuana Dispensary within the City of Huntington Park in violation  
8 of this article is hereby declared a public nuisance and may be abated by any available remedy.

9           **SECTION 5.** In accordance with Municipal Code section 9-2.1407, the City finds the  
10 following:

11           A.       **The proposed amendment is consistent with the General Plan.** While medical  
12 marijuana dispensary uses are not expressly addressed by the General Plan, adoption of this  
13 amendment is consistent with the Plan’s policy to “[p]romote vigorous enforcement of City codes,  
14 including building, zoning, and health and safety....” (Policy 3.2, Land Use Element.) Further,  
15 because the City is “urbanized and densely developed,” this amendment supports the Plan’s purpose  
16 to protect “compatible neighboring land uses” and is therefore consistent with the General Plan (Land  
17 Use Element, pp. 1, 6.)

18           B.       **The proposed amendment would not be detrimental to the public interest, health,**  
19 **safety, convenience or welfare of the City.** The proposed amendment authorizes no change to the  
20 environment and thus will add nothing potentially detrimental to the public interest, health, safety,  
21 convenience or welfare. Moreover, the City finds that the amendment will protect the public from  
22 negative secondary effects of marijuana dispensaries that cities have experienced, including increased  
23 illegal drug activity, robberies of dispensary patrons, loitering near dispensaries, odors, and unlawful  
24 diversion of marijuana to secondary markets, and therefore will enhance and support the public  
25 interest, health, safety, convenience and welfare.

26           C.       **The proposed project has been reviewed in compliance with the provisions of the**  
27 **California Environmental Quality Act (CEQA), and the City’s Guidelines.**





1 (Commercial General) Zone (attached hereto as Exhibit A) will be in conformance with the  
2 goals, policies and objectives of the General Plan as required by State Law; and

3 **WHEREAS**, Upon completion of the Environmental Assessment Initial Study, the City  
4 of Huntington Park has determined that with mitigation the proposed project will not have a  
5 significant effect on the environment and has prepared a Mitigated Negative Declaration for  
6 the project. The Mitigated Negative Declaration (MND) was prepared in accordance with the  
7 California Environmental Quality Act (CEQA), Article 1. Sec. 15000 et. seq..

8 **WHEREAS**, the newly revised Zoning Map will reflect a minimal decrease in Public  
9 Facilities zoned areas and a minimal increase in Commercial General zoned areas; and

10 **WHEREAS**, the proposed amendment to the Zoning Map is in the best interest and  
11 furtherance of the public health, safety, general welfare; and

12 **WHEREAS**, all persons appearing for or against the proposed amendment to the  
13 Zoning Map were given the opportunity to be heard in connection with said matter; and

14 **WHEREAS**, any and all oral and/or written comments received prior to and at the  
15 hearing were reviewed by the City Council.

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

19  
20 **SECTION 1.** The recitals set forth herein above are adopted as findings of fact by the  
21 City Council.

22 **SECTION 2.** The Official Zoning Map of the City of Huntington Park is hereby  
23 amended as and attached hereto as Exhibit "A."

24 **SECTION 3.** The City Council hereby finds that the amendment to the Zoning Map is  
25 consistent with the City's General Plan, and the land use element included therein.

26 **SECTION 4.** This Ordinance shall take effect thirty (30) days after its final passage  
27 by the City Council.

1           **SECTION 5.** The City Clerk shall certify as to the adoption of this Ordinance.

2

3           This Ordinance shall take effect 30 days after its adoption.

4

5 **PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

6

**CITY OF HUNTINGTON PARK**

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Rosa E. Perez, Mayor

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ATTEST:

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\_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

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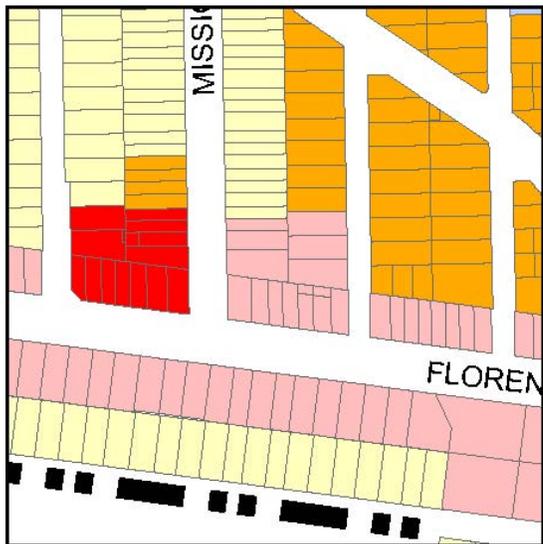
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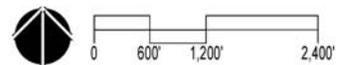
27

28



**LEGEND**

- CG - Commercial General
- CN - Commercial Neighborhood
- CP - Commercial Professional
- PF - Public Facilities
- DTSP - Downtown Huntington Park Specific Plan
- RL - Low Density Residential (8.712 du/ac)
- RM - Medium Density Residential (17.424 du/ac)
- RH - High Density Residential (20 du/ac)
- MPD - Manufacturing Planned Development
- OS - Open Space
- T - Transportation
- Affordable Housing Overlay (70 du/ac)
- Medium Density Overlay (up to 17.424 du/ac)
- Senior Citizen Housing Overlay (225 du/ac)
- Single Room Occupancy Overlay (400 du/ac)
- Special Use Overlay Zone
- Historic District Overlay



**PROPOSED ZONING MAP**

**EXHIBIT A**

**CASE NO. 2014-13 GPA/ZC/DP/VAR**

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
2/2/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
ADMIN SURE	7405	745-9030-413.33-70	WORKERS COMP CLAIMS	7,080.40	N
	7352	745-9030-413.33-70	WORKERS COMP CLAIMS	7,080.40	N
				<b>14,160.80</b>	
ADMINISTRATIVE SERVICES COOP, INC.	321422	219-0250-431.56-45	FIESTA TAXI DIAL-A-RIDE	62,678.36	N
	321422	219-0250-431.56-45	FIESTA TAXI DIAL-A-RIDE	5,922.64	N
	321422	219-0250-431.56-45	FIESTA TAXI DIAL-A-RIDE	2,626.10	N
	321422	219-0250-431.56-45	FIESTA TAXI DIAL-A-RIDE	110.00	N
	321896	219-0000-340.10-00	FIESTA TAXI DIAL-A-RIDE	65,219.54	N
	321896	219-0000-340.10-00	FIESTA TAXI DIAL-A-RIDE	6,171.75	N
	321896	219-0000-340.10-00	FIESTA TAXI DIAL-A-RIDE	2,451.40	N
	321896	219-0000-340.10-00	FIESTA TAXI DIAL-A-RIDE	180.00	N
	321422	219-0000-340.10-00	FIESTA TAXI DIAL-A-RIDE	-3,452.00	N
	321896	219-0000-340.10-00	FIESTA TAXI DIAL-A-RIDE	-3,502.00	N
				<b>138,405.79</b>	
ADT SECURITY	534023978	111-6022-451.56-41	SECURITY SERVICES-FREEDOM	209.60	N
	533076713	111-6022-451.56-41	SECURITY SERVICES-COMM CN	193.87	N
				<b>403.47</b>	
AFSCME COUNCIL 36	PPE 1/18/15	802-0000-217.60-10	AFSCME DUES	631.80	Y
				<b>631.80</b>	
ALEJANDRO GOMEZ	HP-S0039	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	88.00	N
				<b>88.00</b>	
ALVAKA NETWORKS	153831NP	111-7010-421.56-41	NETWORK MANAGEMENT	310.00	N
				<b>310.00</b>	
AMERI PRIDE UNIFORM SERVICES INC	1401005069	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	106.48	N
	1401010272	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	116.79	N
	1401015357	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	100.14	N
	1401020449	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	100.14	N
	1401005069	741-8060-431.61-20	LAUNDRY/RENTAL SERVICES	23.00	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
2/2/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	1401010272	741-8060-431.61-20	LAUNDRY/RENTAL SERVICES	23.00	N
	1401015357	741-8060-431.61-20	LAUNDRY/RENTAL SERVICES	23.00	N
	1401020449	741-8060-431.61-20	LAUNDRY/RENTAL SERVICES	23.00	N
				<b>515.55</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 1/18/15	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				<b>106.58</b>	
AMERICAN RENTALS INC	357875	111-8010-431.61-20	CONCRETE TRAILER RENTAL	161.67	N
				<b>161.67</b>	
AMERICAN TRANSPORTATION SYSTEMS	50774	219-0250-431.57-70	TRANSPORTATION SERVICES	511.80	N
				<b>511.80</b>	
ANGELA CORNEJO	1319 PADM	746-0218-413.35-10	TUITION REIMBURSEMENT	1,500.00	N
				<b>1,500.00</b>	
ASCAP	100004086574	111-6010-451.56-41	MUSIC LICENSING FEE	668.00	N
				<b>668.00</b>	
AT&T	6117892	111-9010-419.53-10	ACCT# 323-588-4577-827	15.63	N
	6016094	111-9010-419.53-10	ACCT# 323-588-4577-827	16.85	N
	6016092	111-9010-419.53-10	ACCT# 323-588-2657-606	15.60	N
	6117890	111-9010-419.53-10	ACCT# 323-588-2657-606	15.53	N
	6079782	111-9010-419.53-10	ACCT# 323-583-9543-938	16.74	N
	6079467	111-9010-419.53-10	ACCT# 323-583-5923-833	17.05	N
	6032062	111-9010-419.53-10	ACCT# 323-583-0593-325	15.27	N
	6032896	111-9010-419.53-10	ACCT# 323-583-8991-035	97.04	N
	6080258	111-9010-419.53-10	ACCT# 323-588-1129-484	18.79	N
	6080257	111-9010-419.53-10	ACCT# 323-588-1037-450	88.79	N
	6033941	111-9010-419.53-10	ACCT# 323-588-9231-614	17.05	N
	6032066	111-9010-419.53-10	ACCT# 323-585-9359-921	30.65	N
	6032068	111-9010-419.53-10	ACCT# 323-587-2716-694	17.05	N
	6032070	111-9010-419.53-10	ACCT# 323-589-5717-677	17.05	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
2/2/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	6104635	111-9010-419.53-10	ACCT# 323-585-6595-912	16.74	N
	6086314	111-9010-419.53-10	ACCT# 323-582-8836-978	15.27	N
	6086307	111-7010-421.53-10	ACCT# 323-582-1531-500	411.47	N
	6053702	111-7010-421.53-10	ACCT# 323-585-5117-826	41.19	N
	6067763	111-7010-421.53-10	ACCT# 336-256-2901-905	179.55	N
	6011801	111-7010-421.53-10	ACCT# 323-587-5211-498	297.17	N
	6070250	111-7010-421.53-10	ACCT# 323-722-8457-708	51.68	N
	6011797	111-7010-421.53-10	ACCT# 323-584-8719-427	32.30	N
	6011798	111-7010-421.53-10	ACCT# 323-587-1150-862	18.39	N
	5987231	111-7010-421.53-10	ACCT# 323-582-1531-500	432.17	N
	6080225	111-7010-421.53-10	ACCT# 323-585-3157-761	16.74	N
	6101662	286-8050-432.61-20	ACCT# 322-243-8	200.92	N
	6076013	681-8030-461.53-10	ACCT# 323-584-8445-548	18.41	N
	6025916	681-8030-461.53-10	ACCT# 323-773-8138-237	108.66	N
	6124854	681-8030-461.53-10	ACCT# 323-773-8138-237	108.66	N
	6067773	681-8030-461.53-10	ACCT# 336-257-1599-771	84.90	N
	6070204	219-0250-431.53-10	ACCT# 323-581-4657-532	17.05	N
	6068278	219-0250-431.53-10	ACCT# 323-588-1507-373	62.80	N
	6076003	111-9010-419.53-10	ACCT# 323-582-6161-974	331.48	N
	6070310	111-9010-419.53-10	ACCT# 323-584-6726-219	16.74	N
	6069932	111-9010-419.53-10	ACCT# 323-584-0785-316	16.74	N
	6051928	111-9010-419.53-10	ACCT# 323-584-6274-974	302.94	N
	6076012	111-9010-419.53-10	ACCT# 323-584-6943-742	16.74	N
	6076006	111-9010-419.53-10	ACCT# 323-584-6207-974	470.67	N
	6076007	111-9010-419.53-10	ACCT# 323-584-6209-974	232.47	N
	6076009	111-9010-419.53-10	ACCT# 323-584-6230-974	47.61	N
	6076008	111-9010-419.53-10	ACCT# 323-584-6210-974	222.38	N
	6076005	111-9010-419.53-10	ACCT# 323-584-6201-974	267.14	N
	6068797	111-9010-419.53-10	ACCT# 337-841-4290-978	542.85	N
	6067822	111-9010-419.53-10	ACCT# 337-841-4291-984	32.17	N
	6067761	111-9010-419.53-10	ACCT# 335-451-0062-974	66.88	N
	6067734	111-9010-419.53-10	ACCT# 331-841-0777-811	32.17	N
	6067733	111-9010-419.53-10	ACCT# 331-841-0775-853	32.17	N
	6032065	111-9010-419.53-10	ACCT# 323-583-8419-053	25.91	N
	6032060	111-9010-419.53-10	ACCT# 323-562-3128-044	97.04	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
2/2/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	6032061	111-9010-419.53-10	ACCT# 323-562-3633-687	32.28	N
	6080205	111-9010-419.53-10	ACCT# 323-589-1792-909	18.79	N
	6067696	111-9010-419.53-10	ACCT# 323-581-2942-365	22.15	N
	6067698	111-9010-419.53-10	ACCT# 323-581-8443-140	16.74	N
				<b>5,357.22</b>	
AT&T MOBILITY	12/7/14-1/6/15	111-9010-419.53-10	ACCT# 832433777	1,139.27	N
	11/7/14-12/6/14	111-7010-421.53-10	ACCT# 993625860	2,848.06	N
	12/7/14-1/6/15	111-7010-421.53-10	ACCT# 993625860	2,857.55	N
	12/7/14-1/6/15	111-7010-421.53-10	ACCT# 870062392	800.45	N
				<b>7,645.33</b>	
AT&T PAYMENT CENTER	1/7-2/6/15	111-9010-419.53-10	ACCT# 337-841-4284-333-3	32.20	N
	1/7-2/6/15	111-9010-419.53-10	ACCT# 337-841-4285-333-2	32.20	N
	1/7-2/6/15	111-9010-419.53-10	ACCT# 337-841-4286-333-1	32.20	N
	1/7-2/6/15	111-9010-419.53-10	ACCT# 337-841-4287-333-0	32.20	N
	1/7-2/6/15	111-9010-419.53-10	ACCT# 337-841-4288-333-9	97.94	N
	1/7-2/6/15	111-9010-419.53-10	ACCT# 337-841-4289-333-8	189.05	N
	1/7-2/6/15	111-9010-419.53-10	ACCT# 337-841-4292-333-3	78.30	N
	1/7-2/6/15	111-7010-421.53-10	ACCT# 335-266-3215-820-5	64.10	N
	12/7/14-1/6/15	111-7010-421.53-10	ACCT# 335-266-3215-820-5	64.23	N
	11/28-12/27/14	111-7010-421.53-10	ACCT# 323-583-9713-349-1	191.55	N
	9/28-10/27/14	111-7010-421.53-10	ACCT# 323-583-9713-349-1	191.55	N
	12/7/14-1/6/15	111-7010-421.53-10	ACCT# 065-101-2843-781-3	301.99	N
				<b>1,307.51</b>	
BENEFIT ADMINISTRATION CORPORATION	6025817-IN	111-0230-413.56-41	ADMIN FEES DEC 2014	50.00	N
				<b>50.00</b>	
BRENDA JIMENEZ	50542/50833	111-0000-228.20-00	DEPOSIT REFUND-SLP MAT RM	150.00	N
				<b>150.00</b>	
CALIFORNIA POLICE CHIEFS ASSN.	1851	111-0230-413.54-00	JOB LISTING POSTING-CPCA	150.00	N
	1850	111-0230-413.54-00	JOB LISTING POSTING-CPCA	300.00	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
2/2/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				<b>450.00</b>	
CANON	14531459	111-3011-419.43-05	CANON MAINTENANCE SRVCS	332.02	N
	14531459	681-3022-415.43-05	CANON MAINTENANCE SRVCS	332.02	N
				<b>664.04</b>	
CARL WARREN & CO.	1636964	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	375.00	N
	1636965	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	375.00	N
	1636966	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	375.00	N
	1636967	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	750.00	N
	1636968	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	375.00	N
	1636969	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	750.00	N
	1636970	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	375.00	N
	1636971	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	375.00	N
	1636972	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	375.00	N
1636973	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	750.00	N	
				<b>4,875.00</b>	
CARLOS WILLIAMS	HP-S0038	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	88.00	N
				<b>88.00</b>	
CASA BONITA SENIOR APARTMENTS	JANUARY 2015	242-5098-463.73-15	TENANT BASED ASSISTANCE	9,807.58	N
				<b>9,807.58</b>	
CDW GOVERNMENT, INC.	RR87345	111-7010-421.61-20	VIEWSONIC MONITORS	296.81	N
				<b>296.81</b>	
CELL BUSINESS EQUIPMENT	IN1651245	111-0110-411.61-20	WASTE TONER BOTTLE	9.47	N
	IN1651245	111-0230-413.43-05	WASTE TONER BOTTLE	9.46	N
				<b>18.93</b>	
CHRISTINA L. DIXON	1	285-8050-432.64-00	REFRESHMENTS-VOLUNTEERS	78.00	N
	HRX 905	746-0218-413.35-10	TUITION REIMBURSEMENT	792.00	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
2/2/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				<b>870.00</b>	
CITY OF HUNTINGTON PARK - STANDARD	PPE 1/18/15	802-0000-217.50-70	STANDARD LIFE INSURANCE	30.52	N
	PPE 1/18/15	802-0000-217.50-70	STANDARD LIFE INSURANCE	749.78	N
				<b>780.30</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 1/18/15	802-0000-217.30-30	SECTION 125	424.00	Y
				<b>424.00</b>	
CITY OF HUNTINGTON PARK GEA	PPE 1/18/15	802-0000-217.60-10	GENERAL EMPL & ASSN DUES	128.55	Y
				<b>128.55</b>	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 1/18/15	802-0000-217.60-50	LEGAL SHIELD	147.16	N
				<b>147.16</b>	
CITY OF TUSTIN	JAN 2015	111-0230-413.64-00	CALPACS 2015 MEMBERSHIP	275.00	N
				<b>275.00</b>	
CLINICAL LAB OF SAN BERNARDINO, INC	940667	681-8030-461.56-41	WATER SAMPLING FEES	1,003.50	N
				<b>1,003.50</b>	
CODE 5 GROUP LLC	1501	111-7030-421.61-20	GPS TRACKER	1,030.55	N
				<b>1,030.55</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 1/18/15	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,554.94	Y
				<b>1,554.94</b>	
CORPORATE COACH CHARTER	90214	239-7010-421.59-45	BOOTCAMP TRANSPORTATION	2,210.00	N
				<b>2,210.00</b>	
COUNTY OF L.A. DEPT OF PUBLIC WORKS	15010804682	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENCE	361.04	N
				<b>361.04</b>	
D&R OFFICE WORKS, INC.	95888-IN	111-0230-413.61-20	P/T POSITION DESK	614.84	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
2/2/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				<b>614.84</b>	
D&V SPORTS	3438	111-6040-451.61-35	CO-ED SOFTBALL PRIZES	250.00	N
				<b>250.00</b>	
DARRANCE MORGAN	46774/50835	111-0000-228.20-00	DEPOSIT REFUND-PERES PARK	150.00	N
	46774/50835	111-0000-347.70-00	FACILITY FEE REFUND	75.00	N
				<b>225.00</b>	
DATAFONE COMMUNICATIONS	22253	111-9010-419.53-10	PROFESSIONAL SERVICES	249.51	N
				<b>249.51</b>	
DATAPROSE, INC.	DP1403576	681-3022-415.56-41	WATER BILLING-DEC 2014	1,100.30	N
	DP1403576	681-3022-415.53-20	WATER BILLING-DEC 2014	1,582.55	N
				<b>2,682.85</b>	
DAVE BANG ASSOCIATES, INC.	39148	535-6090-452.61-20	REPLACEMENT BBQ GRILLS	1,921.50	N
				<b>1,921.50</b>	
DE LAGE LANDEN	44200753	111-9010-419.44-10	COPIER LEASE-CITY CLERK	1,414.82	N
				<b>1,414.82</b>	
DELTA DENTAL	BE000998902	746-0214-413.52-70	DELTA DENTAL CA BENEFITS	327.03	N
	BE000998902	802-0000-217.50-20	DELTA DENTAL CA BENEFITS	8,267.34	N
				<b>8,594.37</b>	
DEPARTMENT OF JUSTICE	74657	111-7030-421.56-41	FINGERPRINTS APPS	461.00	N
				<b>461.00</b>	
DF POLYGRAPH	2015-1	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	175.00	N
				<b>175.00</b>	
DFM ASSOCIATES	2015	111-1010-411.31-10	2015 CALIF ELECTION CODE	53.75	N

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				<b>53.75</b>	
DHALI	6855	225-7010-421.74-10	WEBSITE HOSTING	660.00	N
				<b>660.00</b>	
DUNCAN PARKING TECHNOLOGIES	DPT020888	231-7060-421.61-20	AUTOTRAX LIBERTY	391.00	N
				<b>391.00</b>	
EDDIE CORTES	3153645	111-0000-228.70-20	PARKING TICKET REFUND	67.50	N
				<b>67.50</b>	
EDDIE LOCHART	3154441	111-0000-228.70-20	PARKING TICKET REFUND	47.50	N
				<b>47.50</b>	
EMERGENCY RESPONSE	T2015-136	111-7030-421.56-41	CRIME SCENE CLEANUP	650.00	N
				<b>650.00</b>	
ENTENMANN-ROVIN CO.	104430-IN	111-0230-413.64-00	CITY SEAL	70.86	N
				<b>70.86</b>	
EXPRESS PIPE & SUPPLY CO., LLC	S5382062.001	111-6022-451.43-10	REPAIR PARTS-WATER LINE	109.64	N
				<b>109.64</b>	
F&A FEDERAL CREDIT UNION	PPE 1/18/15	802-0000-217.60-40	F&A CREDIT UNION	13,861.50	N
				<b>13,861.50</b>	
FELIX FLORES	374109	111-3010-415.61-20	LABELS-BUDGET FOLDERS	9.79	N
				<b>9.79</b>	
GARDA CL WEST, INC.	20048038	681-3022-415.33-10	ARMORED TRANSPORTATION	131.66	N
	20048038	111-3010-415.33-10	ARMORED TRANSPORTATION	131.66	N
				<b>263.32</b>	
GASSER/OLDS COMPANY, INC.	P2533	111-0230-413.64-00	CITY SEALS & PLAQUES	1,351.04	N

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				<b>1,351.04</b>	
GEOSYNTEC CONSULTANTS, INC.	1414870	250-5098-463.56-41	SOUTHLAND STEEL PROJECT	11,926.72	N
	1414875	250-5098-463.56-41	SOUTHLAND STEEL PROJECT	1,041.60	N
				<b>12,968.32</b>	
GRAFFITI PROTECTIVE COATINGS INC.	3326-0314	220-8070-431.56-41	GRAFFITI BUST STOP MAINTC	6,151.86	N
	3326-0414	220-8070-431.56-41	GRAFFITI BUST STOP MAINTC	6,151.86	N
	3326-0514	220-8070-431.56-41	GRAFFITI BUST STOP MAINTC	6,151.86	N
	3326-0813	220-8070-431.56-41	GRAFFITI BUST STOP MAINTC	6,151.86	N
	3326-1214	220-8070-431.56-41	GRAFFITI BUST STOP MAINTC	6,151.86	N
	2205-0314	111-8095-431.56-75	GRAFFITI FOR PARKS	6,175.00	N
	2205-0414	111-8095-431.56-75	GRAFFITI FOR PARKS	6,175.00	N
	2205-0514	111-8095-431.56-75	GRAFFITI FOR PARKS	6,175.00	N
	2205-0813	111-8095-431.56-75	GRAFFITI FOR PARKS	6,175.00	N
	2205-1214	111-8095-431.56-75	GRAFFITI FOR PARKS	6,175.00	N
	1005-0314	111-8095-431.56-75	GRAFFITI REMOVAL	20,521.10	N
	1005-0414	111-8095-431.56-75	GRAFFITI REMOVAL	20,521.10	N
	1005-0514	111-8095-431.56-75	GRAFFITI REMOVAL	20,521.10	N
	1005-0813	111-8095-431.56-75	GRAFFITI REMOVAL	20,521.10	N
	1005-1214	111-8095-431.56-75	GRAFFITI REMOVAL	20,521.10	N
	1005-0314	239-8095-431.56-75	GRAFFITI REMOVAL	4,666.66	N
	1005-0414	239-8095-431.56-75	GRAFFITI REMOVAL	4,666.66	N
	1005-0514	239-8095-431.56-75	GRAFFITI REMOVAL	4,666.66	N
	1005-0813	239-8095-431.56-75	GRAFFITI REMOVAL	4,666.66	N
	1005-1214	239-8095-431.56-75	GRAFFITI REMOVAL	4,666.66	N
				<b>187,573.10</b>	
HONEYWELL INTERNATIONAL INC.	5231571375	111-6022-451.43-10	WATER SOFTENER REPAIR	837.16	N
				<b>837.16</b>	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 1/18/15	802-0000-217.60-10	POLICE MANAGEMENT DUES	65.00	Y
				<b>65.00</b>	

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HUNTINGTON PARK POLICE OFFICER ASSN	PPE 1/18/15	802-0000-217.60-10	POLICE OFFICERS ASSN DUES	4,152.57	Y
				<b>4,152.57</b>	
IBE DIGITAL	33599A1	111-9010-419.44-10	KONICA TONER-CITY CLERK	12.00	N
				<b>12.00</b>	
J & D TOOL REPAIR INC	23489	111-8010-431.61-20	REPAIR JACK HAMMER	256.77	N
				<b>256.77</b>	
JEFF WIGHTMAN	HP-S0035	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	66.00	N
				<b>66.00</b>	
JERRY SANDERS	HP-S0041	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	88.00	N
				<b>88.00</b>	
JOBS AVAILABLE INC	1502017	111-0230-413.54-00	DISPLAY ADS-CITY POSITION	1,599.00	N
				<b>1,599.00</b>	
JOHN A ORNELAS	1	111-0210-413.56-41	CONSULTING SERVICES	6,093.75	Y
				<b>6,093.75</b>	
JOSEPH B CAIN	HP-S0036	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	66.00	N
				<b>66.00</b>	
JUAN GANDARILLA	50638/50832	111-0000-347.50-00	REFUND-TODDLER CLASSES	170.00	N
				<b>170.00</b>	
KONICA MINOLTA PREMIER FINANCE	268824471	111-7040-421.44-10	COPIER LEASE PAYMENT-PD	1,474.29	N
				<b>1,474.29</b>	
LA COUNTY SHERIFF'S DEPT	152479ST	111-7022-421.56-41	FOOD SERVICES-INMATES	1,243.15	N
				<b>1,243.15</b>	
LACMTA	800060114	219-0250-431.58-50	MTS SENIOR/DISABLED PASS	5,440.00	N

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				<b>5,440.00</b>	
LAN WAN ENTERPRISE, INC	51174	111-9010-419.56-64	CITY WEBSITE-NAME CHANGE	720.00	N
	51600	111-9010-419.56-64	LASERJET PRO-FINANCE DEPT	541.09	N
	51599	111-9010-419.56-64	LASERJET PRO-FINANCE DEPT	645.76	N
	51529	111-0230-413.61-20	2 COMP MONITORS-HR DEPT	414.27	N
	51705	111-0210-413.61-20	ERGONOMIC KEYBOARD/MOUSE	84.88	N
				<b>2,406.00</b>	
LAW OFFICES OF CARPENTER & ROTHANS	24919	745-9031-413.32-70	LEGAL SERVICES	1,717.94	N
				<b>1,717.94</b>	
LAWRENCE, BEACH, ALLEN & CHOI,PC	51317	745-9031-413.32-70	LEGAL SERVICES	10,866.93	N
				<b>10,866.93</b>	
LEAGUE OF CALIFORNIA CITIES	2995	111-0110-411.58-18	LEAGUE OF CA CITIES	35.00	N
				<b>35.00</b>	
LEGAL SHIELD	143713	802-0000-217.60-50	IDENTITY THEFT PROTECTION	318.80	N
				<b>318.80</b>	
LGP EQUIPMENT RENTALS INC	34177	111-8010-431.61-20	RENTAL/DELIVERY/PICK UP	432.50	N
				<b>432.50</b>	
LORRAINE MENDEZ & ASSOCIATES, LLC	152	239-5060-463.56-41	CONTRC PROFESSIONAL SRVCS	4,885.02	N
	152	239-5040-463.57-30	CONTRC PROFESSIONAL SRVCS	2,000.00	N
	152	242-5098-463.56-41	CONTRC PROFESSIONAL SRVCS	2,705.00	N
				<b>9,590.02</b>	
LUIS ALFREDO OCHOA	HP-S0037	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	264.00	N
				<b>264.00</b>	
LYNBERG & WATKINS APC	38248	745-9031-413.32-70	LEGAL SERVICES RENDERED	4,393.59	N
	38242	745-9031-413.32-70	LEGAL SERVICES RENDERED	3,527.46	N

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	38244	745-9031-413.32-70	LEGAL SERVICES RENDERED	1,894.46	N
	38243	745-9031-413.32-70	LEGAL SERVICES RENDERED	3,512.63	N
				<b>13,328.14</b>	
M&M RELOCATION SERVICES	401	111-7020-421.43-10	RELOCATED DOOR AND WALL	1,264.00	N
				<b>1,264.00</b>	
MANAGED HEALTH NETWORK	3200003127	802-0000-217.50-60	HEALTH NETWORK PREMIUM	1,408.96	N
				<b>1,408.96</b>	
MAYWOOD MUTUAL WATER COMPANY, NO. 1	312600351	111-6022-451.62-10	FREEDOM PK-IRRIGATION	836.00	N
	312600352	111-6022-451.62-10	FREEDOM PK-BUILDING	101.75	N
	312600353	111-6022-451.62-10	FREEDOM PK-SPLASH PAD	90.75	N
				<b>1,028.50</b>	
MAZYCK ADVISORS LLC	JAN 2015	111-3013-415.56-41	FINANCIAL ADVISORY SRVCS	25,370.34	N
				<b>25,370.34</b>	
MCCULLAH FENCE COMPANY	20150107	111-6022-451.43-10	UPGRADE SLIDE GATE	1,970.00	N
	20150104	111-6022-451.43-10	ORNAMENTAL IRON FENCE	1,985.00	N
				<b>3,955.00</b>	
MISC-ONE TIME VENDORS	120123909093	111-3013-415.56-41	HOTEL RESERV-SAN FRAN	577.42	Y
				<b>577.42</b>	
MOCEAN	65586	239-7055-424.61-20	UNIFORM-PD	212.59	N
				<b>212.59</b>	
NALEO	12506	111-0110-411.65-20	NALEO MEMBERSHIP RENEWAL	100.00	N
				<b>100.00</b>	
NATION WIDE RETIREMENT SOLUTIONS	PPE 1/18/15	802-0000-217.40-10	NATIONWIDE RETIREMENT SOL	17,859.61	N
				<b>17,859.61</b>	

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NEW CHEF FASHION INC.	774394	111-7030-421.61-20	OBSERVER JACKETS-PD	152.60	N
				<b>152.60</b>	
NEXUS IS, INC.	SVC0081676	111-7010-421.53-10	SERVICE CALL-PD	777.50	N
				<b>777.50</b>	
OK PRINTING DESIGN & DIGITAL PRINT	16	111-7022-421.61-24	BUSINESS CARDS-PD	218.00	N
	16	111-7030-421.61-20	BUSINESS CARDS-PD	130.80	N
	17	111-0210-413.61-20	BUSINESS CARDS-CITY MANAG	98.10	N
	17	111-0110-411.61-20	BUSINESS CARDS-CITY MANAG	98.10	N
				<b>545.00</b>	
OLDTIMERS FOUNDATION	1214-165	219-0250-431.56-43	COMBI SHUTTLE SERVICES	37,232.96	Y
	1214-165	219-0000-340.30-00	PROGRAM INCOME	-5,429.26	Y
				<b>31,803.70</b>	
ORANGE LINE DEVELOPMENT AUTHORITY	1	222-4010-431.73-10	CITY'S METRO CALL PROJECT	1,834.74	N
				<b>1,834.74</b>	
PAC HP HOLDINGS LLC	CIT001	111-7022-421.44-10	PD SUBSTATION RENT	231.52	N
				<b>231.52</b>	
PARS	30621	217-0230-413.56-41	REP FEES	2,121.80	N
	30520	111-9010-419.56-41	PARS ARS	396.28	N
				<b>2,518.08</b>	
PITNEY BOWES	382351	111-7040-421.56-41	MAIL SUPPLIES-PD	458.56	N
				<b>458.56</b>	
PRUDENTIAL OVERALL SUPPLY	50687390	111-6010-451.56-41	MAT CLEANING SRVCS-SLP	74.97	N
	50687389	111-6010-451.56-41	MAT CLEANING SRVCS-HPCC	40.58	N
	50688435	111-7010-421.61-20	MAT CLEANING SRVCS-PD	16.85	N
				<b>132.40</b>	

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PURCHASE POWER	JAN 2015	111-7040-421.56-41	POSTAGE/SUPPLIES	555.07	N
				<b>555.07</b>	
RAFAEL FRAYRE	HP-S0042	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	88.00	N
				<b>88.00</b>	
RAMCAST ORNAMENTAL SUPPLY CO, INC.	226082-IN	221-8012-429.61-20	HEAVY DUTY RACKS-STORAGE	1,417.00	N
				<b>1,417.00</b>	
RICE /ENGLANDER & ASSOCIATES	162	216-0230-413.32-70	LEGISLATIVE CONSULTING	3,500.00	N
				<b>3,500.00</b>	
RICK CURIEL	4399	111-7030-421.61-20	KILO DOG FOOD-REIMBURSMNT	44.17	N
				<b>44.17</b>	
RICOH USA, INC.	44201886	111-6010-451.56-41	COPIER LEASE-PARKS	222.76	N
				<b>222.76</b>	
SANCHEZ AWARDS	500	111-7010-421.61-20	EMPLOYEE AWARDS-PD	44.00	N
				<b>44.00</b>	
SEAN'S CONTRACTING & ENG. CO.	1	239-5040-463.57-30	REHAB PROGRAM-DEMOLITION	44,750.00	N
	2	239-5040-463.57-30	REHAB PROGRAM-DEMOLITION	16,000.00	N
	3	239-5040-463.57-30	REHAB PROGRAM-DEMOLITION	38,750.00	N
				<b>99,500.00</b>	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES2077162	681-8030-461.41-00	CHLORINE COST INCREASE	10,498.81	N
	STES2077043	681-8030-461.56-41	CONTRACTUAL SERVICES	93,141.53	N
	STES2077043	283-8040-432.56-41	CONTRACTUAL SERVICES	11,919.15	N
	STES2077080	283-8040-432.56-41	SEWER HOT SPOTS CLEANING	4,613.05	N
				<b>120,172.54</b>	
SHELL	93055663501	741-8060-431.62-30	FUEL PURCHASES-ADMIN	42.33	N

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				<b>42.33</b>	
SHELL FLEET PLUS	79043758501	111-7010-421.61-20	CITY FUEL PURCHAE-PD	288.91	N
				<b>288.91</b>	
SKAJA & DANIELS, LLP	16470	681-8030-461.56-41	WATER RIGHTS DISPUTE	820.00	N
				<b>820.00</b>	
SMART & FINAL	121733	111-0110-411.66-05	COUNCIL MEETING BREAKFAST	4.35	N
	118125	239-5030-465.61-20	COUNCIL MEETING BREAKFAST	8.38	N
				<b>12.73</b>	
SO CAL TRIUMPH. INC	11412827	741-8060-431.43-20	#780 OIL LEAK REPAIRS	48.84	N
	11412826	741-8060-431.43-20	#781 REAR TIRE	355.35	N
				<b>404.19</b>	
SOUTHERN CALIFORNIA EDISON	11/4-12/18/14	535-8016-431.62-10	ACCT # 2-28-120-2671	19,074.03	N
	11/4-12/18/14	681-8030-461.62-20	ACCT # 2-28-120-2671	6,622.87	N
	9/5/14-1/7/15	111-7020-421.62-10	ACCT # 2-27-682-4422	6,214.54	N
	12/8/14-1/7/15	221-8014-429.62-10	ACCT # 2-15-895-7720	49.64	N
	12/4/14-1/6/15	231-3024-415.62-10	ACCT # 2-15-735-6825	798.31	N
	10/31-12/10/14	111-6022-451.62-10	ACCT # 2-03-995-0639	5,883.19	N
	10/31-12/10/14	681-8030-461.62-20	ACCT # 2-03-995-0639	19,761.71	N
	10/31-12/10/14	111-8022-419.62-10	ACCT # 2-03-995-0639	2,076.50	N
	11/5-12/8/14	221-8014-429.62-10	ACCT # 2-23-189-3090	4,250.22	N
	11/25-12/26/14	535-8016-431.62-10	ACCT # 2-28-688-4416	47.59	N
11/17-12/17/14	111-8020-431.62-10	ACCT # 2-01-855-1671	988.12	N	
				<b>65,766.72</b>	
SPARKLETTS	4533656010815	111-0210-413.61-20	WATER DELIVERY SERVICES	25.92	N
	4533656010815	111-0110-411.61-20	WATER DELIVERY SERVICES	25.92	N
				<b>51.84</b>	
STARLINGS HUNTINGTON PARK	50410/50834	111-0000-228.20-00	DEPOSIT REFUND-SLP GYM	200.00	N

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				<b>200.00</b>	
SUSAN SAXE CLIFFORD PHD	14-0123-1	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	450.00	N
	15-0115-3	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	400.00	N
				<b>850.00</b>	
TERESA GARCIA	9/27/14	111-0000-399.77-05	HP GRAN PRIX ADDL COSTS	690.85	N
				<b>690.85</b>	
TRUGREEN LANDCARE	7860684	535-6090-452.56-60	CONTRACTUAL SRVCS-TREE	12,337.17	N
	7860684	231-3024-415.56-41	CONTRACTUAL SRVCS-TREE	2,250.00	N
	7860684	111-8095-431.56-60	CONTRACTUAL SRVCS-TREE	17,010.69	N
				<b>31,597.86</b>	
TYCO INTEGRATED SECURITY	23520675	111-7010-421.56-41	ALARM SERVICES	3,163.42	N
	23323129	111-8022-419.56-41	ALARM SERVICES	1,259.04	N
	23323128	111-6022-451.56-41	ALARM SERVICES	200.00	N
	23323138	111-6022-451.56-41	ALARM SERVICES	333.45	N
	23323137	111-6022-451.56-41	ALARM SERVICES	248.69	N
				<b>5,204.60</b>	
U.S. BANK	PPE 1/18/15	802-0000-217.30-20	PARS-PART TIME	1,771.95	Y
	PPE 1/18/15	802-0000-217.30-20	HP-PARS EMP CONTRIBUTION	141.63	N
	PPE 1/18/15	802-0000-218.10-05	HP-PARS CITY CONTRIBUTION	642.05	N
	PPE 1/18/15	802-0000-217.30-20	HP-PARS CITY CONTRIBUTION	2,586.82	Y
	PPE 1/18/15	802-0000-218.10-05	HP-PARS CITY CONTRIBUTION	11,652.46	Y
				<b>16,794.91</b>	
U.S. HEALTH WORKS	92524-RSS	111-0230-413.56-41	RANDOM DRUG TEST SELECTIO	180.00	N
	2622719-CA	111-0230-413.56-41	PHYSICAL EXAMINATION	337.00	N
	2628147-CA	111-0230-413.56-41	TB SKIN TEST EXAM	28.00	N
				<b>545.00</b>	
UNIFIED NUTRIMEALS	666	111-6055-451.57-42	CITY WIDE FOOD PROGRAM	585.90	N

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				<b>585.90</b>	
UNITED STATES TREASURY	OCT-DEC 2014	802-0000-217.20-10	QUARTERLY PAYMENT & REPRT	8,116.10	Y
				<b>8,116.10</b>	
UNITED WAY OF GREATER	PPE 1/18/15	802-0000-217.60-20	UNITED WAY	15.00	Y
				<b>15.00</b>	
VERIPIC INC	32251	111-7040-421.56-41	1 YR SOFTWARE LICENSE	3,468.29	N
				<b>3,468.29</b>	
VERIZON WIRELESS	9737293124	111-9010-419.53-10	DATA SERVICES-11/17-12/16	141.46	N
				<b>141.46</b>	
VILLADELI BAUTISTA	50332/50956	111-0000-347.50-00	REFUND-BALLET CLASS	75.00	N
				<b>75.00</b>	
VIRGINIA KNIGHT	50767/50954	111-0000-347.50-00	REFUND-START RIGHT CLASS	115.00	N
				<b>115.00</b>	
WALTERS WHOLESALE ELECTRIC COMPANY	2088041-00	535-8016-431.61-45	CONDUIT AND WIRE	198.94	N
	2085904-02	535-8016-431.61-45	PHOTO CELLS	263.06	N
	2087871-00	535-8016-431.61-45	WIREMOLD & TIMER	660.11	N
	2088105-00	535-8016-431.61-45	STREET LIGHTING WIRE	1,012.09	N
				<b>2,134.20</b>	
WELLS FARGO	24692160G00XELJ	111-6020-451.61-35	100-CUP COMMERCIAL COFFEE	241.96	N
	24692160M000PPD	111-6010-451.74-10	100-CUP COMMERCIAL COFFEE	120.98	N
	2416407PV2L97ZP	111-3013-415.56-41	SFR TAXI 1269 LONG ISLAND	8.25	N
	2443106PV5SKZ8J	111-3013-415.56-41	ALIMENTO, LLC SAN FRAN	16.25	N
	24610430103TK5N	111-3013-415.56-41	HYATT HOTELS-SAN FRAN	142.95	N
	240710509WMLLB9	111-0210-413.64-00	LA CASITA MEXICANA	87.70	N
	24431060A5ZYGQ8	741-8060-431.43-20	GLENDALÉ HYUNDAI SERVICE	7.56	N
	24046030B001BV8	741-8060-431.62-30	CHEVRON GAS	43.96	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
2/2/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	2469216PN00P1NY	111-0110-411.58-19	SACRAMENTO TRIP-LEAGUE	211.20	N
	2469216PN00K1EA	111-0110-411.61-20	CERTIFICATE COVERS	156.60	N
	244921505S16586	111-0230-413.54-00	BOXWOOD TECH JOB POST	210.00	N
	24692160600AYY9	111-0110-411.66-05	EL GRANERO GRILL-DINNER	110.00	N
	24692160900HL9A	111-1010-411.61-20	NATIONAL NOTARY ASSOCIAT	48.49	N
	24761970E7YVNGP	111-0210-413.64-00	EL POLLO LOCO STAFF MEET	135.89	N
	24755420MM81ZZK	111-0110-411.66-05	TASTY THAI-DINNER COUNCIL	125.00	N
	2474455063Y3HM8	111-0110-411.66-05	BIONICOS MARISOL-COUNCIL	15.50	N
				<b>1,682.29</b>	
WELLS FARGO BANK-FIT	PPE 1/13/15	802-0000-217.20-10	WELLS FARGO BANK FIT	193.06	N
	PPE 1/18/15	802-0000-217.20-10	WELLS FARGO BANK FIT	9,699.52	N
	PPE 1/18/15	802-0000-217.20-10	WELLS FARGO BANK FIT	42,388.48	N
				<b>52,281.06</b>	
WELLS FARGO BANK-MEDICARE	PPE 1/13/15	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	25.52	N
	PPE 1/18/15	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	850.59	N
	PPE 1/18/15	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	6,835.54	N
				<b>7,711.65</b>	
WELLS FARGO BANK-SIT	PPE 1/13/15	802-0000-217.20-20	WELLS FARGO BANK SIT	53.83	N
	PPE 1/18/15	802-0000-217.20-20	WELLS FARGO SIT	4,665.82	N
	PPE 1/18/15	802-0000-217.20-20	WELLS FARGO BANK SIT	15,210.95	N
				<b>19,930.60</b>	
WEST GOVERNMENT SERVICES	831028432	111-7030-421.56-41	WEST INFO SERVICES-PD	424.92	N
				<b>424.92</b>	
WESTERN A/V	9351	111-9010-419.56-64	COUNCIL CHAMBER AUDIO	1,624.00	N
				<b>1,624.00</b>	
WESTERN EXTERMINATOR COMPANY	2764283	535-6090-452.56-60	EXTERMINATOR SERVICES	129.00	N
	2764283	111-6022-451.56-41	EXTERMINATOR SERVICES	85.00	N
	2764283	111-8022-419.56-41	EXTERMINATOR SERVICES	45.00	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
2/2/2015**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction Amount</b>	<b>Prepaid Y/N</b>
	2764283	111-8020-431.56-41	EXTERMINATOR SERVICES	62.00	N
	2843762	535-6090-452.56-60	EXTERMINATOR SERVICES	129.00	N
	2843762	111-6022-451.56-41	EXTERMINATOR SERVICES	85.00	N
	2843762	111-8022-419.56-41	EXTERMINATOR SERVICES	45.00	N
	2843762	111-8020-431.56-41	EXTERMINATOR SERVICES	62.00	N
				<b>642.00</b>	
WILLDAN	10-26480	535-8016-431.56-41	2014-15 SPECIAL TAX DISTR	1,790.85	N
	10-26481	285-8050-432.56-41	2014-15 SPECIAL TAX DISTR	75.00	N
				<b>1,865.85</b>	
Y AID MORENO	HP-S0040	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	88.00	N
				<b>88.00</b>	
				<b>1,032,093.47</b>	

ORDINANCE NO. 937-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF HUNTINGTON PARK, CALIFORNIA,  
AMENDING SECTION 6-2.105 OF ARTICLE 1 OF  
CHAPTER 2, TITLE 6 OF THE HUNTINGTON PARK  
MUNICIPAL CODE REGARDING CONTAINMENT OF  
GARBAGE AND TRASH ON PREMISES

**WHEREAS**, the City Council finds that maintaining a clean City serves the health, safety, and welfare of the community; and

**WHEREAS**, the City Council finds that wrongful use by merchants of City-owned trash containers located in public areas harms the health, safety, and welfare of the community; and

**WHEREAS**, the City Council desires to strengthen and enhance existing regulations to address this problem; and

**WHEREAS**, the following chapters of the City of Huntington Park Municipal Code, among others, regulate the containment, placement, collection, and disposal of solid waste: Chapter 11 (Nuisances) of Title 5 (Public Welfare, Morals, and Conduct); and Chapter 2 (Garbage and Rubbish) of Title 6 (Sanitation and Health); as amended in 2014 by Ordinance No. 934-NS; and

**WHEREAS**, Sections 5-11.05.1, 6-2.100, and 6-7.03 of the Huntington Park Municipal Code and Section 40191 of California Public Resources Code consistently define "Solid Waste" to include garbage, trash, refuse, paper, rubbish, industrial wastes, and demolition and construction wastes, but not hazardous waste; and

**WHEREAS**, Huntington Park Municipal Code Section 6-2.105 requires the owner, occupant or person in possession, charge or control of any premises to place all solid waste generated on the premises in on-site approved containers; and

1           **WHEREAS**, it is the purpose and intent of this Ordinance to promote the health,  
2 safety, and general welfare of the residents and businesses within the City.

3           **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**  
4 **ORDAINS AS FOLLOWS:**

5  
6           **SECTION 1.**     Subpart (a) of Huntington Park Municipal Code Section 6-2.105  
7 (Containers) is hereby amended to read:

8  
9     (a)   Every owner, occupant or person in possession, charge or control of any premises  
10 within the City shall deposit or cause to be deposited all solid waste generated or  
11 accumulated on such premises, and intended for collection and disposal, in sealed,  
12 watertight bins, carts, rolloff boxes or other containers that are either: (1) provided by, or  
13 acceptable to, a franchisee; or (2) approved by the City Manager for self-hauling purposes  
14 pursuant to this chapter. No owner, occupant or person in possession, charge or control of  
15 any premises shall utilize a bin, cart, rolloff box or other container not in conformance with  
16 the requirements hereof for the collection, accumulation or storage of solid waste, including  
17 City-owned containers located in public areas for the use of the public to control litter.

18  
19           **SECTION 2.**     Adoption and implementation of this ordinance is not subject to the  
20 California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(2) of the  
21 CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 et seq.) (activity will not result in a  
22 direct or reasonably foreseeable indirect physical change in the environment), and it is  
23 exempt pursuant to CEQA Guidelines section 15061(b)(3) because the City Council finds  
24 no possibility that the adoption of this ordinance will have a significant effect on the  
25 environment.

26           **SECTION 3.**     Should any provisions of this ordinance be determined to be invalid  
27 or unconstitutional, all other provisions shall remain in full force and effect as approved.  
28





# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

February 2, 2015

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 MICHAEL CHEE FOR PUBLIC INFORMATION OFFICER SERVICES (PIO)**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve amendment to the agreement with Michael Chee for public information officer services.
2. Authorize the Interim City Manager to execute the amendment.

### **BACKGROUND**

The City entered into a Consultant Agreement with Michael Chee on October 16, 2012, to provide strategic communications counsel and media relations support to the City. The proposed amendment renews the agreement for a 12-month period, from February 3, 2015, through February 3, 2016. The services that will continue to be provided by the consultant to the City include:

1. Strategic communication counsel for high profile or crisis management issues related to City issues and operations.
2. Assist with the writing and distribution of City news releases and statements to the public and media, as necessary.
3. Support for City communications and media relations needs, as necessary.
4. Strategic communication counsel for legal matters involving the City that may be of public interest or require public explanation and/or response.
5. Mitigate and protect City's interests in clarifying or correcting information as reported by news media (print, radio, TV, online, digital).

APPROVE AMENDMENT TO THE AGREEMENT WITH MICHAEL CHEE FOR PUBLIC  
INFORMATION OFFICER SERVICES

February 2, 2015

Page 2 of 2

The extension of this agreement with Michael Chee will help assure that the City maintains continuity of as-needed strategic communications services.

**FISCAL IMPACT/FINANCING**

The amendment maintains the same payment terms as the original agreement. Consultant services will be provided at an hourly rate of \$150, not to exceed \$20,000 over the course of the extended term of the agreement.

**CONCLUSION**

Upon approval, the Interim City Manager will execute the amendment to the agreement with Michael Chee for public information officer services.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

- A: First amendment to the agreement with Michael Chee
- B: Master agreement with Michael Chee



**2015**  
**FIRST AMENDMENT**  
**TO PROFESSIONAL SERVICES AGREEMENT**  
**(Engagement: Public Information Officer Services)**  
**(Parties: City of Huntington Park and Michael Chee)**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “Amendment”) to that certain document entitled “Professional Services Agreement” (the “Master Agreement”) executed as of February 3, 2014, by and between the City of Huntington Park, a municipal corporation (hereinafter, “City”), and Michael Chee, a sole proprietorship (hereinafter, “Consultant”), is made and entered into this **2nd day of February 2015**. For the purposes of this Amendment, 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 3, 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: public information officer 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 9.3 of the Master Agreement, provided that it is in writing and executed by both Parties; and

WHEREAS, the execution of this Second Amendment was approved by the Huntington Park City Council at its Regular Meeting of February 2, 2015.

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 3.1 (Term) is amended in part to read as follows: The term of the Master Agreement is hereby extended for an additional period commencing from February 3, 2015 and expiring on February 3, 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. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment and Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

3. 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.

4. 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**

**MICHAEL CHEE**

By: \_\_\_\_\_

John A. Ornelas  
Interim City Manager  
City of Huntington Park

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment “A”**  
(See attached Master Agreement)

## CONSULTANT AGREEMENT

This Consulting Agreement (the "Agreement") is entered into this 16th day of October, 2012, by and between Michael Chee, a sole proprietor, ("Consultant") and the City of Huntington Park (the "Client").

### RECITALS

WHEREAS, the Client is in need of strategic communications counsel and advice pertaining to City operations, Personnel and other related internal and external communications issues as required and;

WHEREAS, Consultant has agreed to perform consulting work for the Client in providing strategic communication advice and counsel, legal counsel communication support (if necessary) and writing and media relations services and other related activities as directed by the Client;

NOW, THEREFORE, the parties hereby agree as follows:

**1. Consultant's Services.** Consultant shall be available and shall provide to the Client professional consulting services in the area of Communications Counsel, Crisis Management and Media Relations advice, counsel and communication support ("Consulting services") as requested.

#### **2. Consideration.**

**A. RATE.** In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Client will pay Consultant an hourly fee of \$150.00/hour for time spent on Consulting Services for an amount not to exceed \$20,000.00. Consultant shall submit written, signed invoices and include a brief description of the services rendered of the time spent performing Consulting Services. The Client shall pay Consultant the amounts due pursuant to submitted invoices within 15 days after such invoices are received by the Client. Thereafter, if Consultant's hours exceed a maximum of 40 hours per month for any consulting requests related to this matter, Consultant shall notify Client verbally or via email when maximum hours are expected to be exceeded. Consultant shall apply any deposit or advanced payments to the hourly work commitment for the month.

**B. EXPENSES.** Additionally, the Client will pay Consultant for the following expenses incurred while the Agreement between Consultant and the Client exists:

- All travel expenses to and from all work sites;
- Meal expenses;
- Administrative expenses (photocopies, phone charges, etc.);
- Lodging Expenses if work demands overnight stays; and
- Miscellaneous travel-related expenses (mileage, parking, tolls, etc.).

Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses were incurred. The Client shall pay Consultant the amounts due pursuant to submitted reports within 15 days after a report is received by the Client.

**3. Independent Contractor.** Nothing herein shall be construed to create an employer-employee relationship between the Client and Consultant. Consultant is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold himself out as an employee of the Company. Consultant is responsible for the payment of any and all income taxes. Consultant will submit a W-9 tax form to comply with this requirement. Payments by check for all services are to be made payable to Michael Chee.

**4. Confidentiality.** In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the Client or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Client operations, personnel and protocols, which information may be of value to outside interests. Consultant agrees to keep all such information strictly proprietary and confidential and not to discuss or divulge it to anyone other than appropriate Client personnel or their designees. Violation of this confidentiality is considered a breach of contract under which Consultant's services may be terminated by the Client.

**5. Term.** This Agreement shall commence on October 16, 2012 and shall continue until terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice. The Client may, at its option, renew this Agreement for an additional period of time on the same terms and conditions as set forth herein by giving notice to Consultant of such intent to renew

**6. Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices to Consultant: **Michael Chee dba Procomm Services**  
**637 North Mariposa Street**  
**Burbank, CA 91506**  
**Office Phone: (818) 636 - 9700**  
(Tax ID# 563-65-1516).
  
2. Notices to the Client: **René Bobadilla, P.E. |City Manager**  
**City of Huntington Park**  
**6550 Miles Avenue | Huntington Park, CA 90255**  
(323) 584-6222

**7. Miscellaneous.**

**7.1 Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

**7.2 Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Client and to the Client's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Client.

**7.3 Governing Law, Severability.** This Agreement shall be governed by the laws of the State of California and the County of Los Angeles. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

**8. Acknowledgement and Execution.**

WHEREFORE, the parties have executed this Agreement as of the date first written above.

By:

  
\_\_\_\_\_  
**Michael Chee, dba**  
**Procomm Services**

By:

  
\_\_\_\_\_  
**Rene Bobadilla, City Manager**  
**City of Huntington Park, California**

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of February 3, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and Michael Chee, a sole proprietorship ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

### SECTION ONE: SERVICES OF CONSULTANT

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

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

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

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

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

**SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Proposal attached hereto as Exhibit A in a total amount not to exceed Twenty Thousand Dollars (\$20,000.00) (the "Contract Sum"). The method of compensation set forth in the Proposal may include payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Proposal. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Proposal.

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

**SECTION THREE: TERM**

3.1 Term. The term of this agreement shall commence on February 3, 2014 and remain in effect continuously through February 3, 2015 (initial term), unless terminated in accordance with the provisions of this Agreement. This Agreement may be extended upon mutual agreement by both parties (extended term).

3.2 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 3.3 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon fourteen (14) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

**SECTION FOUR:            COORDINATION OF WORK**

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

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

**SECTION FIVE:            INDEMNIFICATION**

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

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

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

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

**SECTION SIX:            RECORDS AND REPORTS.**

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

6.2     Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept

and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

**SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

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

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

**SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.**

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

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

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

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

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

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

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition

precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 3.2.

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

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

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

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

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

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

**SECTION NINE:            MISCELLANEOUS**

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

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

To Contractor:                  MICHAEL CHEE  
    637 North Mariposa Street  
    Burbank, CA 91506

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

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

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

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

9.6    Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution

as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject..

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

**CITY:**

**CONTRACTOR:**

**CITY OF HUNTINGTON PARK**

**MICHAEL CHEE**

**RENE BOBADILLA**

By: 

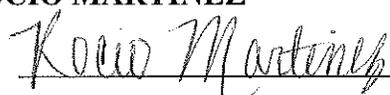
City Manager, City of Huntington Park

By: 

Michael Chee

**ATTEST:**

**ROCIO MARTINEZ**

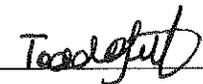
By: 

Sr. Deputy City Clerk, City of Huntington Park

**APPROVED AS TO FORM**

**RUTAN & TUCKER, LLP**

**TODD LITFIN**

By: 

Interim City Attorney, City of Huntington Park



2015

**EMPLOYMENT AGREEMENT**

**(Engagement: Public Works Superintendent)**

**(Parties: The City of Huntington Park and Claude Bilodeau)**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is executed and entered into this \_\_\_ day of \_\_\_\_\_, 2015 (hereinafter, the “Effective Date”) by and between the CITY OF HUNTINGTON PARK, a municipal corporation (hereinafter “Employer” or “City”) and CLAUDE BILODEAU (hereinafter, “Employee”). For purposes of this Agreement, the capitalized term “Parties” shall be a collective reference to both Employer and Employee. The capitalized term “Party” may refer to either Employer or Employee interchangeably and as reasonably appropriate. This Agreement sets forth all terms and conditions of employment concerning the employment of Employee to the position of Public Works Superintendent for the City of Huntington Park, California.

**RECITALS**

WHEREAS, Employer wishes to retain Employee to serve as Public Works Superintendent for the City of Huntington Park; and

WHEREAS, Employee agrees to accept employment as Public Works Superintendent for the City of Huntington Park, subject to the terms and conditions set forth under this Agreement; and

WHEREAS, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions for Employee; and

WHEREAS, Employee shall work under the direction of the City Engineer or his designee and shall perform all the duties of Public Works Superintendent as directed by the City Engineer or his designee; and

WHEREAS, it is the desire of Employer (i) to secure and retain the services of Employee and to provide inducement for Employee to remain in such employment under the terms set forth herein, (ii) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, and (iii) to provide mutually satisfactory means for terminating Employee’s services at such time as he may be unable to discharge fully his duties due to disability, or when Employer may otherwise desire to terminate this Employee; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

**SECTION 1 - EMPLOYMENT RELATIONSHIP**

1.1 Employment Relationship: Subject to the terms and conditions set forth in this Agreement, Employer hereby agrees to employ Employee as Public Works Superintendent for the City of Huntington Park. Further, Employee hereby accepts Employer’s offer of employment and agrees to serve as, and perform the duties of, Public Works Superintendent for the City of Huntington Park, subject to the terms and conditions contained in this Agreement.

**SECTION 2 - DURATION AND NATURE OF EMPLOYMENT RELATIONSHIP**

2.1 Maximum Term of Employment: Employee’s term of employment (“Term”) as Public Works Superintendent shall commence upon the Effective Date and terminate on February 2, 2017. Upon the expiration of the Term, this Agreement may be extended for a one (1) year term, subject to all of the terms and conditions set forth in this Agreement, until such time as Employer either executes a new agreement with Employee or Employer terminates Employee’s employment with Employer.

**Employee’s Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

2.2 Termination Upon Expiration of Term: In the event Employer chooses not to terminate Employee prior to the expiration of Term, this Agreement may be extended for a one (1) year term, subject to its same terms and conditions. City Manager shall meet with Employee sixty (60) days prior to the end of the maximum term to discuss the Agreement. Any agreement, promise, representation or assurance to extend the maximum duration of Employee’s employment as Public Works Superintendent shall be invalid, non-binding or unenforceable against Employer unless it is reduced to the form of a written agreement (i.e., a written contract) and such written agreement is first (i) approved by the City Council, (ii) reviewed, approved as to form and signed by the Huntington Park City Attorney utilizing her independent judgment and expertise and (iii) signed by the City Manager. Unless otherwise provided in the written agreement to lengthen the maximum duration of Employee’s employment as Public Works Superintendent, all other terms, conditions and provisions of this Agreement shall remain in full force and effect for the duration of the extended term, including, but not limited to, the provision above that Employer may terminate Employee’s employment at any time with or without cause.

2.3 Conflict of Interest; Non-Solicitation of Other Employment: During the Term of this Agreement, Employee shall not directly or indirectly solicit employment with any other employer, nor shall Employee directly or indirectly undertake any action or response to any offer of employment by any other employer without giving Employer prior written notice.

2.4 Status of Employee: This Agreement and Employee’s employment by Employer shall not be deemed to create any rights as a regular employee under any provision of the Huntington Park Municipal Code (the “Code”), the Personnel Rules and Regulations (the “Rules”) nor any memorandum of understanding (“MOU”) adopted or entered into by Employer other than as provided in this Agreement. Any termination of Employee shall

not give rise to any action against Employer for compensation, benefits, or rights under the Code, the Rules or any MOU other than as provided in this Agreement.

2.5 Employee's Acknowledgment and Agreement that Employment Is At-Will: Employee understands, acknowledges and agrees to the following:

a. That his employment as Public Works Superintendent is at-will; that Employee may terminate his employment as Public Works Superintendent at any time, with or without cause; and that Employer, likewise, may terminate Employee's employment as Public Works Superintendent at any time, with or without cause;

b. The existence of the Term as provided in Section 2, above, does not constitute a guarantee, promise, representation, assurance or agreement that Employer may not, or will not, terminate this Agreement along with Employee's employment as Public Works Superintendent prior to the expiration of the Term.

**Employee's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **SECTION 3 – DUTIES AND RESPONSIBILITIES**

3.1 Duties: Employer hereby agrees to employ Employee as the Public Works Superintendent for the City of Huntington Park, to perform the duties as directed by the City Manager specified in local ordinance or resolution, or specified in California State Code; and to cooperate in such other City-related duties as the City Manager from time to time assigns.

### **SECTION 4 - HOURS AND DAYS OF WORK**

4.1 Hours and Days of Work: The Public Works Superintendent does not have set hours of work but is expected to work a minimum of forty (40) hour work week and to be available at all reasonable and relevant times unless otherwise excused by the City Manager as provided under this Agreement. The foregoing notwithstanding, Employee acknowledges, understands and agrees that the special nature of the Public Works Superintendent's position shall routinely require Employee to be available and/or present to carry out his duties and functions as the Public Works Superintendent beyond normal work hours and beyond normal work days. For example, Employee may be required to attend meetings of the Huntington Park City Council and other formal or informal work-related meetings or gatherings, unless his absence from a particular meeting or gathering is excused. Employee shall not receive overtime compensation or compensatory time off or additional compensation beyond the salary provided in this Agreement for any overtime hours worked by Employee. Further, Employee shall work the amount of time necessary to perform Employee's assigned duties even if Employee is required to work beyond normal work hours or beyond normal work days.

### **SECTION 5 - COMPENSATION / BENEFITS**

5.1 Salary: Employer shall compensate Employee for services rendered pursuant to this Agreement at an annual salary of Ninety-One Thousand, Six Hundred Eighty Dollars (\$91,680.00) (\$7,640.00 per month) payable over the course of each calendar year in

twenty-six (26) equal installments to be paid bi-weekly. Employee's compensation may be periodically adjusted pursuant to the City's Non-Represented Professional/Mid-Management Salary Schedule D-3. Annually, Employer shall conduct a performance review with Employee. The City Manager will consider Employee's overall performance as Public Works Superintendent, including his leadership skills, professional ethics, progress in meeting, achieving, or exceeding City Manager defined goals, priorities, activities, and programs, his involvement in local, regional, and statewide organizations beneficial to the City, and other factors the City Manager may find relevant. In the event that the City Council raises each of the Mid-Management personnel's' (as identified and defined by the Human Resources Department) compensation, Employee's salary shall also be increased.

5.2 Benefits:

a. Health Insurance: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

b. Dental Insurance: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

c. Vision Care: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

d. Dues & Subscriptions: Employer shall pay for the reasonable professional dues and subscriptions of Employee, which in Employer's sole discretion are necessary for Employee's continuation in associations and organizations necessary and desirable for Employee's continued professional participation, growth and advancement and for the good of the Employer.

e. Life Insurance: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

f. Long-Term Disability: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

g. PERS Retirement: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

h. Business Related Equipment: Employer shall reimburse Employee at the rate of Sixty Dollars (\$60.00) per month for a cell phone, or such personal communication device as is currently in use among City personnel.

i. PARS Retirement: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

**SECTION 6 - VACATION**

6.1 Vacation: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

**SECTION 7 - PERSONAL LEAVE AND ADMINISTRATIVE LEAVE**

7.1 [RESERVED NO TEXT]

**SECTION 8 - SICK LEAVE**

8.1 Accumulation of Sick Leave: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

8.2 Payout of Sick Leave: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

8.3 Notification Requirement: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

8.4 Bereavement: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

**SECTION 9 - TERMINATION AND SEVERANCE PAY**

9.1 At-Will Employment Status: Employee will be an “at will” employee, exempt from the City’s Civil Service regulations, as set forth in Title 2, Chapter 3 of the City’s Municipal Code. Employee serves at the pleasure of Employer, and this Agreement along with Employee’s employment as Public Works Superintendent may be terminated by Employer at any time with or without cause. If Employer elects to terminate Employee’s employment, such termination shall become effective at the close of the business day upon which the decision to terminate is made, unless the Parties agree to an alternative termination date in writing.

**Employee’s Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

9.2 Termination Without Cause by City: City may terminate Employee for any reason, and at any time, with or without cause, by providing Employee thirty (30) calendar days prior written notice thereof. In lieu of providing thirty (30) calendar days prior written notice of termination, City may place Employee on paid leave status during the thirty (30) calendar day notice period or any portion thereof. City may dismiss Employee 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 Employee without cause prior to the end of the Term as described in Section 2 of this Agreement, Employee agrees City shall only be obligated to pay Employee compensation and benefits due and owing through the last day actually worked and severance pay according to the terms and conditions outlined in the paragraph below.

Upon termination of the Employee without cause by the City during the Term of this Agreement, the Employee shall receive a severance pay, the amount of which will be determined by multiplying Employee’s monthly salary at the time of termination times a six (6) months. Except as set forth herein, City will have no further obligation to Employee.

- 9.3 Termination by Employee: Employee may terminate his employment for any reason, and at any time, with or without cause, by providing City with thirty (30) calendar days advance written notice. Said termination by Employee does not entitle Employee to severance. Notwithstanding Section 9.2, above, in the event that Employee terminates his employment, City shall have the option, with Employee's concurrence, to make Employee's termination effective at any time prior to the end of such period, provided City pays Employee compensation due and owing him through the last day actually worked.
- 9.4 By City for Cause: City may terminate this Agreement at any time by providing Employee written notice of his termination for cause. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following:
- a. Commitment of any illegal or unethical act involving personal gain to Employee;
  - b. Willful or intentional failure or refusal to perform his duties and responsibilities consistent with his obligations under this Agreement, or to comply with lawful directives issued by the City Council pertaining to performance of his job duties and responsibilities;
  - c. Engaging in unlawful discrimination or harassment of employees or any third party while on City premises or time;
  - d. Material breach of the terms and conditions of this Agreement;
  - e. Any intentional or grossly negligent act or omission that materially and substantially:
    - i. impedes or disrupts the operations of City or its organizational units;
    - ii. is detrimental to Employee's safety, the safety of any other City official, agent, or employee, or public safety; or
    - iii. violates properly established City rules or procedures as established by collective action of the City Council, including but not limited to the adoption of ordinances and resolutions;
  - f. Commission of an act of moral turpitude. Under California law, acts of moral turpitude are acts including, but not limited to dishonesty, fraud, theft, violence or the threat of violence, driving under the influence, possession of controlled substances for sale, vandalism, abuse, lewd acts, and securities violations. The City Council will not make a finding or determination about whether Employee has engaged in such conduct without first providing Employee a full, fair opportunity to rebut, defend, and justify any such alleged act involving moral turpitude in an open or closed session, at Employee's sole choice, provided that Employee may be placed on administrative leave without pay pending the outcome of any City investigation of such acts;

g. Conviction of a felony, or plea of guilty or nolo contendere or conviction of a misdemeanor involving moral turpitude, provided that Employee may be placed on administrative leave without pay should he be charged with any such crime;

h. Willful or negligent destruction, misappropriation, or misuse of public property, waste of public supplies, or use of public property or supplies for other than a public purpose;

i. Willful and unlawful retaliation against any other City officer or employee or member of the general public who in good faith discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of law occurring on the job or directly related thereto;

j. Violation of any conflict of interest or incompatibility of office laws including, but not limited to the Political Reform Act and Government Code § 1090;

k. Willful violation of any laws involving an abuse of office or position, as defined in Government Code § 53243.4;

l. Performance of unauthorized outside activities, which interfere with the Employee's performance under this Agreement (see Section 11.1 "Outside Activities", below);

m. Abuse of any prescription or non-prescription drugs, alcohol, or controlled substances that affect the performance of the Interim City Manager's duties;

n. Engaging in conduct tending to bring embarrassment or disrepute to City; and/or

o. Unexcused absences from work for three (3) consecutive days without notice, except in case of emergency.

Employee expressly waives any rights provided for Administrative Personnel under City's Personnel Policies, any rights provided for the City Manager or Administrative Personnel under the Huntington Park Municipal Code, or under state or federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination.

9.5 Termination Obligation: Employee agrees that all property including, without limitation, all equipment, tangible proprietary information, 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 Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

9.6 No Severance Pay Or Benefits If Terminated for Cause: In the event this Agreement, along with Employee's employment as Public Works Superintendent, is terminated by Employer for cause as provided in this Section 9, Employer shall pay Employee's salary up to the effective date of Employee's termination plus unused Holiday compensation as

provided in Section 16, below. If Employee is terminated for cause as provided in this Section 9, however, Employee shall not be entitled to, and Employer shall be under no obligation to provide to Employee, any of the benefits provided under this Section 9.

- 9.7 Voluntary Termination: In the event of voluntary resignation, Employee shall be compensated in the manner set forth in this Section 9. Said voluntary termination does not entitle Employee to severance benefits provided in Section 9.2.

## **SECTION 10 - ILLNESS OR INJURY, DISABILITY AND DEATH**

- 10.1 Cessation of Work Due to Non-Permanent Illness Or Injury: Employer reserves the right to terminate Employee's employment along with this Agreement if Employee ceases to work as a result of illness or injury:
- a. Which does not arise out of the course of employment;
  - b. Which does not limit a major life activity within the meaning of California's Fair Employment and Housing Act; and
  - c. Where the cessation of work endures beyond the longer of the following: (i) four (4) successive weeks beyond Employee's accrued sick leave; or (ii) a period of twenty (20) consecutive calendar days beyond a period of thirty (30) consecutive calendar days of incapacity due to the illness or injury.
- 10.2 Disability: Employer reserves the right to terminate Employee's employment along with this Agreement after Employee suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of Employee's essential job duties, unless reasonable accommodation can be made to allow Employee to continue working. The foregoing notwithstanding, Employer may terminate Employee if the disability poses a direct threat to Employer, Employee or any other employees working for Employer and any reasonable accommodation attempted by Employer would not mitigate or eliminate such a threat.
- 10.3 Illness, Injury Or Disability Arising Out of the Course of Employment: In the event Employee suffers a physical or mental disability arising out of the course of employment with Employer, Employer's ability to terminate Employee 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. section 12101 et seq.) and the California Fair Employment and Housing Act. Further, Employee's exclusive remedy or remedies against Employer for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.
- 10.4 Medical Examination: Employee agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the Employer, in the event a decision must be made under Section 10. Employer and Employee shall receive a copy of all medical reports related to the examination.

- 10.5 Death of Employee: This Agreement along with Employee’s employment shall terminate automatically upon Employee’s death.
- 10.6 Compensation Upon Termination: Except as otherwise provided, if Employee’s employment is terminated pursuant to this Section 10, Employer shall provide Employee with the same compensation and benefits provided under Section 9. If termination is caused by Employee’s death, Employer shall provide the compensation and benefits otherwise due Employee to Employee’s executor, administrator, heirs, personal representatives, successors, and assigns.
- 10.7 Nature of Termination: Termination under this Section 10, shall not be considered “for cause” for the purposes of this Agreement. Further, nothing in this Section 10 shall be construed to limit or prohibit Employer’s right to terminate Employee without cause as provided in Section 9, above, or “for cause” as provided in Section 9, above.

## **SECTION 11 - OUTSIDE ACTIVITIES**

- 11.1 Limitations on Outside Activities: During the term of this Agreement, in accordance with Government Code § 1126, during the period of his employment as Public Work Superintendent, he 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 his duties as Public Works Superintendent.

## **SECTION 12 - [RESERVED —NO TEXT]**

## **SECTION 13 - DEFERRED COMPENSATION PLAN**

- 13.1 Deferred Compensation Plan: Deferred Compensation plan available at Employee’s cost.

## **SECTION 14 - HOLIDAYS**

- 14.1 Unit of Measure for Holidays: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.
- 14.2 Holidays Falling on Non-Work Days: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.
- 14.3 List of Holidays: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

## **SECTION 15 - GENERAL PROVISIONS**

- 14.5 Manner of Notice: Any notices to be given by either Party to the other may be effected in writing either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses appearing below, but each Party may change address by written notice in accordance with this paragraph:

EMPLOYER: City of Huntington Park  
Huntington Park City Council  
6550 Miles Ave.  
Huntington Park, CA 90255

EMPLOYEE: [Deliver to last updated address in personnel file]

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing, unless otherwise indicated herein.

- 14.6 **Modifications:** No modification, amendment or addition to this Agreement shall be valid, binding or enforceable against Employer, unless it is reduced to the form of a written agreement (i.e., a contract) and such written agreement is (i) authorized by the City Council, (ii) reviewed, approved as to form and signed by the Huntington Park City Attorney utilizing her independent judgment and expertise and (iii) signed by the City Manager. Employee acknowledges, understands and agrees that no agreement, promise, representation or assurance (whether verbal or in writing) nor any course of conduct shall constitute a valid, binding or enforceable modification, amendment or addition to this Agreement unless all of the foregoing prerequisites are satisfied.

**Employee's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

- 14.7 **Effect of Waiver:** The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- 14.8 **Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 14.9 **Governing Law: Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event either Party initiates legal action against the other, venue shall lie exclusively within the jurisdiction of the Los Angeles County Superior Court, if initiated in state court, and the United District Court for the Central District of California, if initiated in Federal District Court.
- 14.10 **Mediation:** In the event either Party initiates legal action against the other to enforce this Agreement or any alleged violation of federal or state laws applicable to the employment relationship created hereunder, whether such action is brought in federal court or state court, the Parties agree that they shall first submit the controversy to non-binding mediation. The Parties agree to split the cost of a mutually approved mediator.
- 14.11 **Attorneys' Fees:** Except as otherwise required by applicable state or federal law, each Party agrees to pay for its respective attorneys' fees and costs incurred during the course of litigation initiated by either Party, regardless of which Party prevails.

14.12 Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the Parties with respect to that employment in any manner whatsoever. Each Party to this Agreement acknowledges and agrees that no representations, inducements, promises, assurances or agreements (whether oral or written) have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, promise or assurance not contained in this Agreement shall be valid, binding or enforceable against either Party. Further, Employee acknowledges, understands and agrees that no subsequent agreement, promise, representation or assurance (whether oral or written) nor any course of conduct shall constitute a valid, binding or enforceable modification, amendment, addition or replacement of this Agreement unless such agreement, promise, representation, assurance or expectation derived from a course of conduct is reduced to the form of a written agreement (i.e., a written contract) and such written agreement is (i) authorized by the City Council, (ii) reviewed, approved as to form, and signed, by the Huntington Park City Attorney using her independent judgment and expertise and (iii) is signed by the City Manager.

**IN WITNESS WHEREOF**, the City of Huntington Park has caused this Agreement to be signed on its behalf by the City Manager and duly attested to by its City Clerk and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

**CITY OF HUNTINGTON PARK**

**EMPLOYEE**

By: \_\_\_\_\_  
John Ornelas, Interim City Manager

By: \_\_\_\_\_  
Claude Bilodeau

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Isabel Birrueta, City Attorney

By: \_\_\_\_\_  
City Clerk



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

February 2, 2015

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 PROFESSIONAL SERVICES AGREEMENT (PSA) WITH BOB MURRAY & ASSOCIATES FOR EXECUTIVE SEARCH SERVICES**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Authorize the Interim City Manager to enter into a Professional Services Agreement with Bob Murray & Associates for executive search services for the position of City Manager.

### **BACKGROUND**

On Jan. 20, 2015, the City Council directed the Interim City Manager to initiate the recruitment process for the position of City Manager.

In its prior City Manager recruitment in 2012, the City hired the executive recruitment firm Bob Murray & Associates to conduct a candidate search. However, the City Manager that the City eventually hired was not identified through Bob Murray & Associate's search. As a result, Bob Murray & Associates agreed to waive its fees for a future executive recruitment, except for reimbursable expenses not to exceed \$6,500. It is recommended that the City Council accept this offer and authorize Bob Murray & Associates to conduct the City Manager recruitment.

Upon City Council authorization, Bob Murray & Associates will develop a detailed executive recruitment plan and timeline with a target date to select a City Manager by June 30, 2015.

### **FISCAL IMPACT/FINANCING**

Bob Murray & Associates will waive its professional service fee (estimated value of \$25,000 to \$35,000) to conduct the City Manager recruitment. The City will pay for reimbursable expenses not to exceed \$6,500.

AUTHORIZE PROFESSIONAL SERVICES AGREEMENT WITH BOB MURRAY &  
ASSOCIATES FOR EXECUTIVE SEARCH SERVICES

February 2, 2015

Page 2 of 2

**CONCLUSION**

Upon City Council approval, the Interim City Manager will enter into a professional services agreement with Bob Murray & Associates for executive search services for the position of City Manager for an amount not to exceed \$6,500.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John A. Ornelas", is written over a light blue horizontal line.

JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

- A: Statement from Bob Murray & Associates regarding waiver of professional service fees
- B: City Manager brochure from 2012 recruitment

## Castillo, Martha

---

**From:** Amanda Sanders <amandas@bobmurrayassoc.com>  
**Sent:** Tuesday, April 24, 2012 8:59 AM  
**To:** Castillo, Martha  
**Cc:** Wesley Herman  
**Subject:** Contract  
**Attachments:** Professional Services Agreement.doc

**Importance:** High

Good morning,

As per our conversation I have attached the contract for the City Manger recruitment. We will honor the guarantee and the professional services fee will be waived. However, Huntington Park will be responsible for covering reimbursable expenses not to exceed \$6,500. Please let me know if you have any additional questions while Wesley is out of the office.

Thanks,

**Amanda Urrutia-Sanders**

*Principal Consultant*

**BOB MURRAY  
& ASSOCIATES**  
EXPERTS IN EXECUTIVE SEARCH

(916) 784-9080

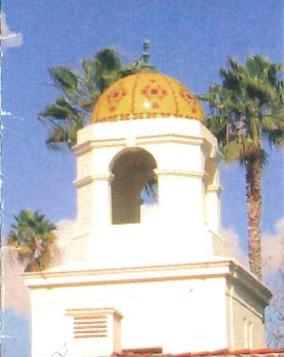
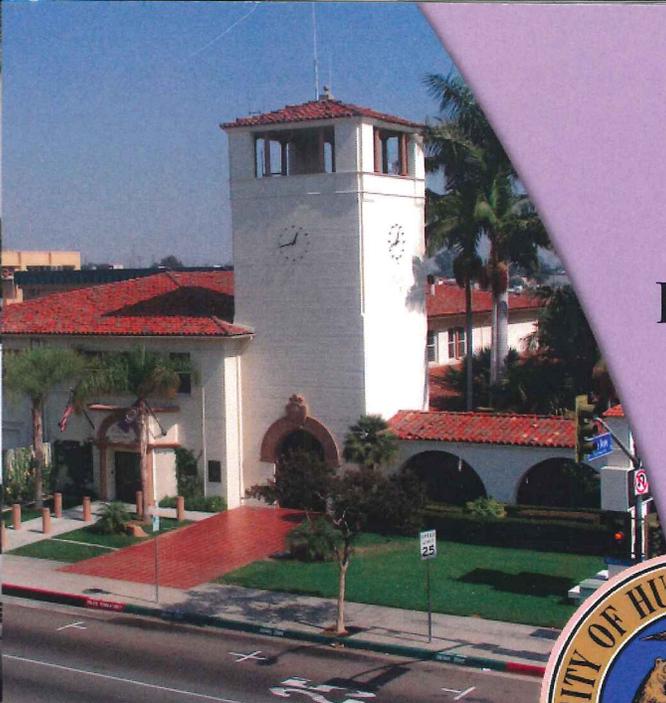
(916) 785-2422 (fax)

[amandas@bobmurrayassoc.com](mailto:amandas@bobmurrayassoc.com)



**please consider the environment before printing this e-mail**

**NOTICE:** This message is intended only for the individual to whom it is addressed and may contain information that is confidential or privileged. If you are not the intended recipient, or the employee or person responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, copying or use is strictly prohibited. If you have received this communication in error, please notify the sender and destroy or delete this communication immediately.



# CITY OF HUNTINGTON PARK, CALIFORNIA

INVITES YOUR  
INTEREST IN  
THE POSITION OF

## CITY MANAGER



**BOB MURRAY  
& ASSOCIATES**  
EXPERTS IN EXECUTIVE SEARCH

## THE COMMUNITY

With a long distinguished history, the City of Huntington Park has evolved from a small community of 526 people in 1906 to a bustling retail center for the Los Angeles County Region with a current population of about 64,617. Located about six and one-half (6.5) miles southeast of downtown Los Angeles, the City was incorporated on September 1, 1906 and it offers something for everyone.

Huntington Park is a dynamic city with a location that places it at the crossroads of a multitude of cultures and industries. Its proximity to major freeways, bus lines, and the Metro Blue Line provides its residents excellent access to the Metropolitan Los Angeles region.

A community rich in history and cultural heritage, the City of Huntington Park offers its residents and businesses a wide variety of opportunities for development and growth.

Aggressive revitalization and promotion of businesses have been keys to sustained community enthusiasm and support for the vibrant downtown shopping district for decades. Over 25 major employers have located offices or branches in the City of Huntington Park.

## CITY GOVERNMENT

Huntington Park is a General Law City and operates under the Council-Manager form of government. The Council is comprised of five (5) members who are elected at-large for four (4) year overlapping terms.

All department heads are appointed by the City Manager. City departments include Administration, City Clerk's Office, Community Development, Public Works, Finance, Parks & Recreation and the Police Department.

Over the years, the City Council of Huntington Park has provided progressive and responsive

A community rich in history and cultural heritage, the City of Huntington Park offers its residents and businesses a wide variety of opportunities for development and growth.

leadership. The current City Council has continued in the spirit of its predecessors, fostering a business climate that is highly conducive to sustained economic growth.

To prepare for the future, the City Council is completing major infrastructure improvements, redefining customer service, and promoting community-based policing. The City Council's strong commitment, along with resident participation, has resulted in tremendous strides in housing development, public services, and new and exciting commercial and retail projects

The community is proud of the spirit and dedication they have maintained for responsible growth.

## THE IDEAL CANDIDATE

Huntington Park is seeking a City Manager to oversee 200 full-time and 60 part-time staff members and total budget for the FY 2010-2011 is \$88,264,115. The incoming City Manager should have a broad network of knowledge and experience.

The ideal candidate will possess an open door policy for feedback and suggestions. The selected candidate will be open, honest and have excellent verbal and written communication skills. Someone who is politically astute but apolitical will be valued. The ideal candidate will be ethical and straight forward. An individual who can provide direction



to the organization based on the Council's vision while holding staff accountable will be successful. An individual who can lead by example, be a mentor to other Department Heads and allow staff to excel will be an asset to the City.

A strategic, visionary thinker who can work collaboratively is being sought. The ideal candidate will demonstrate integrity and will have the ability to inspire the trust and confidence of City staff and the City Council. A candidate who is willing to present innovative ideas to the City Council and speak persuasively on their behalf would do well in this position; Huntington Park is seeking someone who can engage the City Council while remaining committed to implementing the Council's direction. The City is interested in a candidate who will be visible and active in the community outside of official duties and will create community confidence.

The new City Manager should be ready to step into the role with enthusiasm and confidence. An individual who is focused on quality of service with limited resources will be valued in Huntington Park. The ideal candidate will be a skilled negotiator who has experience with the media. Someone who strives for positive relationships with the community is being sought as the new City Manager.

The selected candidate should have at least ten (10) years of progressively responsible experience in the management and administration of municipal government, preferably with supervisory and Human Resources experience. A Bachelor's Degree in Public Administration, Business Administration, Political Science, or a closely related field is required. A Master's Degree is highly desirable.

## COMPENSATION

The salary for the City Manager is open and is dependent upon qualifications. The City also offers an attractive benefits package including:

**Retirement** – CalPERS 2% @55 and .5% through



An individual who can provide direction to the organization based on the Council's vision while holding staff accountable will be successful.

PARS. The City does not participate in Social Security.

**Longevity Plan** – Pays for employees with 20 years and 25 years of City service.

**Vacation** – 112-200 vacation hours per year depended on length of time served.

**Holidays** – 100 paid holiday hours per year.

**Sick Leave** – 96 annual paid sick hours; half unused sick buyback on an annual basis.

**Administrative Leave** – 40 hours Administrative Leave per Fiscal Year.

### **Medical/Dental Plan** –

5 group medical programs under CalPERS Health Plan. City contributes up to \$1,128.40 monthly for employees and dependents. City contributes fully towards a dental program for employee and dependents.

**Vision Plan** – City paid Vision Care Insurance.

**Medical Opt-Out** – Health insurance "Opt-Out" program. Employees who have comparable coverage through an alternative medical plan may elect to opt out of the City's

medical plan and receive a taxable cash benefit of up to one-half (1/2) of the medical premium they would otherwise have been eligible for.

**Flexible Spending Account** – Section 125 Plan-The City provides its employees with the option of participation in a Section 125 IRS Plan for Dependent Care and Medical costs.

**Deferred Compensation Plan** – Deferred Compensation plan available at employee's cost.

**Group Life Insurance** – \$100,000 paid life insurance.

**Wellness Plan** – City paid Wellness Program

**Tuition Reimbursement** – Education tuition reimbursement program is provided up to \$1,500 per year.

**Spanish Pay** – Spanish language compensation in the amount of \$175.00/monthly to all eligible.

**Credit Union** – Credit Union membership available with Los Angeles County F&A Federal Credit Union.

## TO APPLY

If you are interested in this outstanding opportunity, please visit our website at [www.bobmurrayassoc.com](http://www.bobmurrayassoc.com) to apply online.

### Filing Deadline:

**June 20, 2011**

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray and Associates. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. Finalist interviews will be held with the City of Huntington Park. Candidates will be advised of the status of the recruitment following selection of the City Manager.

If you have any questions, please do not hesitate to call Mr. Regan Williams or Mr. Wesley Herman at:

(916) 784-9080





# CITY OF HUNTINGTON PARK

Department of Parks and Recreation  
City Council Agenda Report

February 2, 2015

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 FACILITY USE PERMIT AND FEE WAIVER FOR THE AMERICAN CANCER SOCIETY'S "RELAY FOR LIFE" EVENT**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the Facility Use Permit for American Cancer Society's "Relay for Life" Event; and
2. Consider waiving facility fees for the event.

### **BACKGROUND**

Francine Ayala, representing the American Cancer Society (ACS), submitted a facility use permit for its "Relay for Life" event scheduled for June 19-21, 2015, at Salt Lake Park. The fundraising event features cancer education, information booths, food, dancers, and other public activities.

The event schedule will be as follows:

Setup: 3-6:30 p.m. on Friday, June 19, 2015  
Event start: 9 a.m. on Saturday, June 20, 2015  
Event end: 9 a.m. on Sunday, June 21, 2015  
Cleanup: 9 a.m.-12 p.m. on Sunday, June 21, 2015

"Relay for Life" is an annual fundraising event for cancer research. This is the seventh year that the ACS has requested the use of the Salt Lake Park baseball diamonds for this event. The expected attendance is approximately 500 people. The ACS requests a fee waiver for event fees including facility rental fees and building inspection fees.

Staff has met with event organizers and determined that certain event fees can be either reduced or eliminated. The event organizers will use volunteers for all event setup

APPROVE FACILITY USE PERMIT FOR AMERICAN CANCER SOCIETY

February 2, 2015

Page 2 of 2

and cleanup. In addition, city staff will provide assistance only during the regular work day to eliminate overtime costs. Additionally, the ACS has agreed to pay the \$2,500 refundable deposit.

**FISCAL IMPACT/FINANCING**

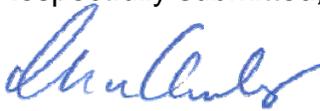
The ACS requests a fee waiver in the amount of \$1,962 (ACS has agreed to pay the \$2,500 refundable deposit), which includes the following:

Facility rental fee:	\$1,275
Light fee:	\$40
Personnel fee:	\$85
Permits and inspection:	<u>\$562</u>
<b>Total fee waiver request:</b>	<b>\$1,962</b>

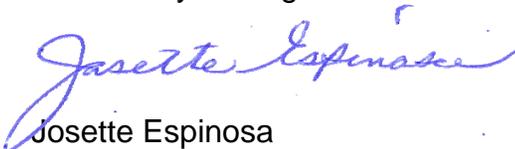
**CONCLUSION**

Upon City Council approval, the specified fees will be waived and staff will work with the event organizers to ensure a successful 2015 "Relay for Life."

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Josette Espinosa  
Director of Parks and Recreation

**ATTACHMENTS**

- Attachment A: Facility Permit Request & Invoice
- Attachment B: Facility Fee Waiver Request

# 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: American Cancer Society, Inc. Southeast Cities Relay for Life  
(If organization/business, include name of a contact person)

Address: 3333 Wilshire Blvd. Suite 900 Los Angeles, CA 90010

Telephone #: 626-290-8650 Emergency Telephone #: \_\_\_\_\_

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: American Cancer Society Inc. c/o Francine Ayala

Telephone #: 626-290-8650 Drivers License #: \_\_\_\_\_

E-mail address: Francine.Ayala@Cancer.org

Address: 3333 Wilshire Blvd. Suite 900 Los Angeles, CA 90010

## 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: City of Huntington Park Contact Person: Josette Espinosa  
Telephone #: 323-584-6216 Dates of last event: 6-21-2014

2. City/County: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Dates of last event: \_\_\_\_\_

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)

Relay for Life does not have rides or Concession stands. It is a 24 hour event in which the community celebrates cancer survivors, remembers loved ones who lost the battle to cancer, and fight back by providing information in cancer prevention and education.

Anticipated Attendance Total: 500 Per Day: 500

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

Setup begins on: 6/19/15 Setup ends on: 6/19/15

Setup will occur each day from: 3:00pm until 6:30pm

Event

Event begins on: 6/20/15 Event ends on: 6/22/15

Event will be open each day from: (setup 6am) 9:00am until 9:00am

Cleanup

Cleanup begins on: 6/21/15 Cleanup ends on: 6/21/15

Cleanup will occur each day from: 9:00am until 12:00pm

Notes:

F. EVENT LOCATION

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

(Describe area of park your event will utilize)

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

- Checkboxes for \$2,500 Refundable Deposit, County Fire Permit, Entertainment Approval, Business License, Security Plan, Insurance, Building Permit, Plot Plan.

**H. 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

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

L. BUILDING AND SAFETY INFORMATION SHEET

**Building and Safety Fee Schedule for Special Events:**

➤ **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: American Cancer Society, Inc.

Event address: 3401 E. Florence Ave. Huntington Park CA 90255 Date: 6/20/15 - 6/21/15

Event contact name: Francine Ayala Phone: 626-290-8650

Event contact name: Jackie Ornelas Phone: 323-514-1502

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

1 - 40x40 Tent 1 - stage 6x20x2  
1 - 30x40 Tent 2 - 10x10 Tents

**Rides and attractions:**

# electrical/generator driven rides: N/A # mechanical driven rides: N/A

# walk through/electric displays/booths: N/A

**Generators:**

# 1 @ 25 (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.

<b>FOR OFFICE USE ONLY</b>	
Date submitted:	_____
Received by:	_____
File fee:	_____
Receipt #:	_____

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
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

**City of Huntington Park • Department of Parks & Recreation**

3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-8218 • FAX 323-584-6310 • www.huntingtonpark.org

**Invoice**

<b>BILL TO</b> American Cancer Society, Inc. Francine Ayala 3333 Wilshire Blvd. Suite 900 Los Angeles CA, 90010 (626) 290 - 8650 Francine.Ayala@cancer.org
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<b>INVOICE DATE</b> 1/26/2014	<b>INVOICE NO.</b> HP-S9002
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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	51	\$25.00	\$1,275.00
SLP Ball Field #2	0		\$0.00
SLP Ball Field #3	0		\$0.00
SLP Ball Field #4	0		\$0.00
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 ( <i>Club Day Only</i> )	0		\$0.00
SLP Soccer Square	0		\$0.00
SLP Soccer Square A or B (½ Field)	0		\$0.00
Light Fee	4	\$10.00	\$40.00
Personnel (Staff Supervision)	5	\$17.00	\$85.00
Field Marking - Chalk	0		\$0.00
Field Marking - Paint	0		\$0.00
Hilltopper Fee	0		\$0.00
		<b>SUBTOTAL</b>	\$1,400.00
		<b>DEPOSIT</b>	\$2,500.00
		<b>PREVIOUS INVOICE BALANCE</b>	\$0.00
		<b>PAYMENTS / CREDITS</b>	\$0.00
		<b>TOTAL</b>	<b>\$3,900.00</b>



### 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: American Cancer Society Inc. <sup>Southwest</sup> cities Relay  
Contact Name: Francine Ayala Is this a non-profit organization?  Yes  No for Life  
Address: 3333 Wilshire Blvd Suite 900 Los Angeles, CA 90010  
Telephone #: 626-290-8650 E-mail address: francine.ayala@cancer.org

#### 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)

We are requesting use of the baseball diamond close to the  
Senior park (same as previous years)

#### C. EVENT INFORMATION

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

Relay for Life is a 24 hour event in which the community  
celebrates cancer survivors, remembers loved ones who lost their  
battle and fight back by providing info on cancer prevention and  
education. It is a relay where teams come and take turns walking.  
There is also entertainment and cancer awareness activities throughout the  
day.

Anticipated Attendance Total: 500 Per Day: 500

Will you be charging a fee?  Yes  No If "Yes" list all fees: \_\_\_\_\_

Will the event be open to the public?  Yes  No

Is this event a fundraiser?  Yes  No If "Yes" state who will receive the funds: \_\_\_\_\_

#### D. EVENT DATES/TIMES

Event Date(s): 6/20/15 - 6/21/15 with set-up on 6/19/15

Event Time(s): 9am - 9am actual event time (set up 3:00 - 6:30pm)  
(clean up 9am - 12pm)

**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: \_\_\_\_\_

How does this event benefit the residents of Huntington Park? \_\_\_\_\_

\_\_\_\_\_

Why is it necessary to hold this event at a city facility? \_\_\_\_\_

\_\_\_\_\_

>  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:

The primary goal of the event is to educate the community and  
fundraise for the American Cancer Society's mission. As a non-profit  
we have limited funds to spend and all costs will come out of our events  
funds raised.

What significant value or benefit will your event provide to Huntington Park residents? Our goal is to bring the  
community together and provide opportunities for cancer education and  
awareness. We will have educational information while promoting  
healthy lifestyle tips as well as information on cancer prevention and  
early detection.

>  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: Having the city support the Relay  
for Life will be great to show residents that we are partners in  
the fight against cancer. There are also opportunities for recognition  
on event t-shirts, programs, and other event materials.

**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

\_\_\_\_\_  
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

City Manager's Office  
City Council Agenda Report

February 2, 2015

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 TERMINATION OF PARKING MANAGEMENT AGREEMENT WITH PARKING COMPANY OF AMERICA**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Authorize the Interim City Manager to issue a written notice to terminate the Parking Management Agreement with Parking Company of America.

### **BACKGROUND**

The City entered into an agreement with Parking Company of America (PCA) on October 6, 2014, to manage a pilot parking permit program. Under the program, monthly permits would be required to park for more than four hours and for any overnight parking in public parking lots in downtown Huntington Park.

Upon review, staff recommends that the City Council defer implementing the pilot program until parking and other related transportation issues in the City's downtown district can be studied at greater length. Per the terms of the agreement, the City reserves the right to terminate the agreement at any time, with or without cause, upon 30 days' written notice.

### **FISCAL IMPACT/FINANCING**

PCA will be entitled to compensation for services rendered prior to the termination of the agreement. A final invoice will be submitted to the City by March 10, 2015.

### **CONCLUSION**

Upon approval, the Interim City Manager will issue a written notice to terminate the Parking Management Agreement with Parking Company of America.

APPROVE TERMINATION OF PARKING MANAGEMENT AGREEMENT WITH  
PARKING COMPANY OF AMERICA

February 2, 2015

Page 2 of 2

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John A. Ornelas".

JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

A: Parking Management Agreement

B: Notice of termination

## **PARKING MANAGEMENT AGREEMENT**

THIS PARKING MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of **October 6, 2014**, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City" or "Owner"), and PARKING COMPANY OF AMERICA, a California corporation ("Contractor").

**NOW THEREFORE**, the parties hereto agree as follows:

### **SECTION ONE:            SERVICES OF CONTRACTOR**

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

1.1.1. Contractor shall operate the Parking Facilities for all hours and days requested by the City.

1.1.2. Contractor shall enforce all parking rates, rules and regulations established from time to time by City. Contractor and its employees are not authorized to make or allow any exception to such rules and regulations. Every vehicle shall pay the parking rates recommended by Contractor and approved by City, except those vehicles that must enter the Parking Facilities for the purpose of leasing, maintenance, repair, delivery, emergency or other work to be performed within the Parking Facilities.

1.1.3. Contractor shall supervise the proper and efficient parking in the Parking Facilities of the vehicles of visitor and members of the general public; collect parking fees from such transient parkers and monthly parkers in accordance with rates and policies as approved by City; issue, collect, and keep safe all parking tickets from such transient parkers; and prepare and maintain accurate reports and records on a daily basis of all such transient parking operations.

1.1.4. Contractor shall supply, recruit, select and employ a sufficient number of competent and courteous full-time and part-time personnel for operation of the Parking Facilities, and instruct them as to their duties and oversee their work. Contractor shall also supply all necessary executive and supervisory personnel over and above those stationed at the Parking Facilities as may be necessary for proper management and operation. The number any type of employees of Contractor shall, at all times, be sufficient to operate the Parking Facilities efficiently and economically for City.

1.1.5. Within 15 business days following the last day of each calendar month, Contractor shall prepare and submit the City monthly financial reports, which will show such information as number of vehicles exiting the Parking Facility daily, the fees collected, the total fees collected, the total monthly parking collected and all itemized expenses paid reports.

Contractor shall be responsible for exercising proper care and accuracy in the preparation of all required reports and records. All parking fees and rates collected from parkers using the Parking Facilities for any given month shall be submitted to the City on or before the date the reports are due.

1.1.6. Contractor shall make recommendations to City as to the kinds of equipment necessary for the efficient and economical operation of the Parking Facilities and regarding its proper maintenance and repair. Contractor shall develop, and modify from time to time as required, a plan of operation to fit the Parking Facilities, including a system of tickets, tags or other methods best designed to indicate the number of vehicles using the Parking Facilities daily.

1.1.7. Contractor shall give City a detailed written notice, with reasonable promptness, of any unusual condition that may develop in the operation of or to the Parking Facilities, such as, but not limited to, fire, flood, breakage or casualty within 24 hours, unless sooner via verbal message.

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

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

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

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

**SECTION TWO: COMPENSATION**

2.1 Management Fee. In consideration for the services provided by Contractor, City hereby agrees to pay Contractor a management fee (the "Management Fee") of THIRTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500.00) per month. The amount of the Management Fee for services provided by Contractor for less than one month shall be a prorata portion of the monthly amount.

2.2 Expenses. In the operation of the Parking Facilities, Contractor will be entitled to charge City and shall bill City on a monthly basis for expenses actually incurred for things such as directional signage, parking regulation signage, parking lot repairs and maintenance, lighting improvements, printing expenses for tickets and permits, a parking enforcement vehicle and associated maintenance and fuel, and handheld citation machines. Expenses to be billed to the City must receive prior written approval from City before they are incurred. Annually, Contractor shall prepare and deliver to City a budget for City's reasonable approval reflecting gross receipts and operating expenses which Operator expects to incur during the forthcoming calendar year. Budget shall be due no later than November 1st of each year during the contract period.

2.3 Method of Payment. Contractor shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice and an itemized statement of all approved expenses for the preceding month paid by Contractor on behalf of City, together with invoices and other data substantiating such expenses (such as receipted invoices or invoices with check vouchers attached). Such invoice and itemized statement shall contain a certification by a principal member of Contractor specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

**SECTION THREE: TERM**

3.1 The term of this agreement shall commence on October 6, 2014 and, unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, terminate on September 30, 2015 (initial term). This agreement may be extended upon mutual agreement by both parties (extended term).

**SECTION FOUR: COORDINATION OF WORK**

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

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

**SECTION FIVE: INSURANCE AND INDEMNIFICATION**

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

5.2 Contractor shall take out and maintain the following insurance:

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

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

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

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

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

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

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

endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

5.2.4. Garage Keepers Legal Liability Insurance covering the visitor parking lot and an excess liability umbrella form up to \$2,000,000.00.

5.2.5. Crime Insurance/Employee Theft Insurance with limit of \$50,000.00

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

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

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

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

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a

loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy.”

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

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

5.4 Evidence of Coverage: Contractor shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain Contractor’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

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

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

5.8 Workers’ Compensation Insurance. By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Contractor and sub consultants will keep Workers’ Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event

Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this section or with the provisions of law relating to Worker's Compensation.

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

5.9.1. Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

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

## **SECTION SIX: RECORDS AND REPORTS.**

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

6.2 Records. Contractor shall maintain at the Parking Facilities, or at its principal offices, full and complete books and records with correct entries of all receipts and expenditures resulting from the operation and management of the Parking Facilities. Such books and records shall at all times during regular business hours be open to the inspection of City or any of its duly appointed representatives. Contractor shall furnish City monthly, a detailed statement of all receipts collected by Contractor and disbursements paid by Contractor attributable to the operation of the Parking Facilities for each calendar month. Such statements shall show the status of collections and expenditures and shall be supported by vouchers, checks, duplicate invoices, and similar documentation. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Contractor, its employees, sub consultants and agents in the performance of this

Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and 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 shall cause all sub-consultants to assign to City any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages suffered thereby.

**SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

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

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

**SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.**

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

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

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

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

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

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

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

8.8 Retention of Funds. City may withhold from any monies payable to Contractor sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably

believes were suffered by City due to the default of Contractor in the performance of the services required by this Agreement.

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

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

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

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

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

8.14 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it

has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

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

**SECTION NINE: MISCELLANEOUS**

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

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

To Contractor: PARKING COMPANY OF AMERICA  
Eric Chaves, President  
523 W. 6<sup>th</sup> Street Suite 528  
Los Angeles, CA 90044

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

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

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

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

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

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

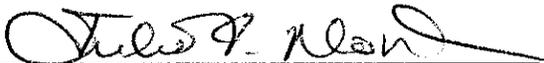
9.7 Precedence: In the event of any conflict between this Agreement and the Scope of Services attached hereto as Exhibit "A", the provisions of this Agreement shall prevail.

[SIGNATURES BEGIN ON NEXT PAGE]

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

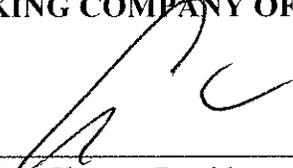
**CITY:**

**CITY OF HUNTINGTON PARK**

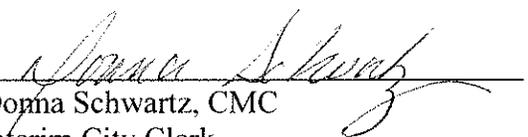
By:   
Julio Morales, Interim City Manager  
City of Huntington Park

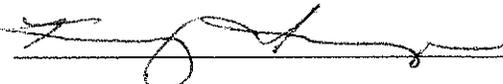
**CONTRACTOR:**

**PARKING COMPANY OF AMERICA**

By:   
Eric Chaves, President

**ATTEST:**

By:   
Donna Schwartz, CMC  
Interim City Clerk  
City of Huntington Park

By:   
Name: Kerry Inouye  
Title: Assistant to the Chairman & CEO

**EXHIBIT A**  
**SCOPE OF SERVICES**



## **PUBLIC PARKING MANAGEMENT PROPOSAL**

### **For Public Parking in Downtown Huntington Park**

*Mr. Julio Morales – City Manager*  
**CITY OF HUNTINGTON PARK**  
6550 Miles Ave., Huntington Park CA

**September 12, 2014**

Prepared By:

**PCAM, LLC**  
523 W. 6<sup>th</sup> St. – Suite 528  
Los Angeles, CA 90014  
(562) 862-2118 ~ (562) 862-4409 Fax  
[www.parkpca.com](http://www.parkpca.com)

# City of Huntington Park Parking Management Services

## INTRODUCTION AND BACKGROUND

The parking supply in Downtown Huntington Park is heavily utilized by business staff, patrons, visitors and residents. Shoppers, employees, residents, and diners all vie for parking spaces and at times abuse the “free” parking provided by the City by overstaying time limits or disregarding parking regulations. In addition, the small businesses on Pacific depend on the proximity of the parking in front and behind their stores as an amenity for their customers which sets them apart from stores in malls or larger commercial development with vast parking lots.

A recent study conducted by the City revealed that Downtown’s public parking supply is underutilized. Professional management of the parking lots and increased parking enforcement would better distribute parking encourage more frequent parking space turnover. Improvements to the parking lots, such as way finding signs, lighting, security cameras, and traffic flow management, and periodic inspections will secure the parking lots and make the cars and people in them less vulnerable to crime. Finally, increased parking enforcement will create more parking opportunities for visitor and business patrons by discouraging the abuse of parking limits.

For the reasons mentioned above, Parking Company of America Management (PCAM) is pleased to present the City with this proposal to professionally manage the City’s public parking lots in the downtown area.

## OPERATIONS PLAN, SCOPE OF WORK, & LOCATION BUDGET

### Statement Of Approach:

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PCA Management acknowledges the following responsibilities as defined in the proposed Scope Of Work identified below. These responsibilities will include but are not limited to:

- Development and sale of Parking permits
- Operation and Monitoring of the City of Huntington Park’s parking daytime and nighttime permit program for the public parking lots in the Downtown business area.
- Enforce parking time limitations and permit requirements
- Employment, training and supervision of sufficient personnel to operate at all times
- PCA Management at all times during the term of this agreement will possess all licenses and permits as required by any Federal, State, County of local agency necessary to perform parking management services as required under this agreement.

# City of Huntington Park Parking Management Services

## Parking Management Scope Of Work

**Subtotal for Permit Distribution – Projected Monthly Budget: \$1,700.00**

- Permit Distribution**

During the first week of the month, PCAM will station a staff member at city hall to sell and distribute parking permits. PCAM staff will be available during normal business hours and when City Hall is open. During the remainder of the month, permits can be purchased from the PCAM parking attendant stationed at the Rita Avenue parking garage.

**Subtotal for Daytime Permit Parking Management – Projected Monthly Budget: \$16,900.00**

- Parking Lot Monitoring and Maintenance**

Attendants to be responsible for monitoring parking lots for unpermitted vehicles and parking time limit violation, citing cars without permits or exceeding time limit, and reporting any suspicious activity.

- Staffing**

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Attendant 1	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm			
Attendant 2	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm			
Attendant 3	3pm-7pm	3pm-7pm	3pm-7pm	3pm-7pm	3pm-7pm			
Attendant 4	3pm-7pm	3pm-7pm	3pm-7pm	3pm-7pm	3pm-7pm			
Attendant 5						7am-3pm	7am-3pm	
Attendant 6						7am-3pm	7am-3pm	
<b>Monday-Sunday Estimated Weekly Total:</b>							<b>168</b>	

**Subtotal for Nighttime Permit Parking Management – Projected Monthly Budget: \$17,900.00**

- Parking Lot Monitoring**

Attendant to be responsible for monitoring for any unpermitted vehicles, cite cars without permits, reporting any suspicious activity.

- Staffing**

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Attendant 1	7pm-3am	7pm-3am	7pm-3am	7pm-3am	7pm-3am			
Attendant 2	7pm-3am	7pm-3am	7pm-3am	7pm-3am	7pm-3am			
Attendant 3	3am-7am	3am-7am	3am-7am	3am-7am	3am-7am			
Attendant 4	3am-7am	3am-7am	3am-7am	3am-7am	3am-7am			
Attendant 5						3am-7am	3am-7am	
Attendant 6						3am-7am	3am-7am	
<b>Monday-Sunday Estimated Weekly Total:</b>							<b>168</b>	

# City of Huntington Park Parking Management Services

## Parking Attendant Total

Parking Permit Distribution:	\$ 1,700
Daytime Parking Operations:	\$16,900
<u>Nighttime Parking Management:</u>	<u>\$17,900</u>
<b>Monthly Fee Total:</b>	<b>\$36,500</b>

## PROGRAM IMPLEMENTATION

Changing to a system of managed parking lots and permitted parking will require a period of transition for the current users of the City's parking lots. PCAM proposes a 90 day transition period to help the community learn about and acclimate to the concept of permit parking.

For example, if the program began October 1, 2014, PCAM would begin to monitor the parking lots 24 hours per day. They would distribute informational citations that did not have a fee, but did have information in English and Spanish on the permit program and where the permits can be distributed. The 90 day implementation period would end after the Christmas shopping season and allow the City to begin the new year with professional managed parking.

Improvements to the parking lots should also be made during the transition period to increase the level of security and increase awareness about how to find parking. New directional signs, improved lighting, and security cameras would raise the profile of the public parking lots and increase their demand.

After the 90 day transition period, PCAM staff would begin to sell the parking permit at City Hall and from the parking booth in the Rita Avenue parking structure. The proposed cost of the daytime permit is \$30. It will allow people to park in a surface parking lot from 7am to 10pm. During the day, parking will be available in the parking lots for four (4) hours at no charge. PCAM staff will monitor cars to check on how long they have been parked. A student parking permit will be available for \$20. The permit will allow the students to park at the top floor of the Rita Avenue parking structure. The proposed cost for overnight parking permits will be \$30/month. The overnight permit will allow people to park in any surface lot from 10pm-7am.

Staff will cite cars that violate the parking time limits or permit requirements. The current citation amount is \$48, which means that a single violation is 62.5% more costly than the price of a monthly permit.

# City of Huntington Park Parking Management Services

## COMPENSATION PLAN AND OVERALL BUDGET

### Bill Rates:

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In order to ensure the highest degree of flexibility for the City of Huntington Park, our proposal is based on a simple Management Fee. PCA Management proposes the following:

- **PCAM Management Fee Total \*\$36,500.00** Per Month

*\* Rate is subject To A 3% Annual Increase*

*\* In the event there is a government-mandated increase in wages or benefits (for example, and increase in minimum wage, the creation of living wage or increases caused by the Patient Protection and Affordable Act), Operator will be allowed a price increase only up to the amount of the wage increase, +35%.*

### Term:

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PCA Management proposes the contract term to be one (1) year with the option of five (5) extensions equal in duration to the original term. PCA Management will remain flexible to properly staff the operation to effectively and efficiently meet the expectations of the City of Huntington Park. Both parties will mutually agree to a 30 day cancellation policy.

## BUDGET

### Proposed Services:

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Total Proposed Monthly Budget:

**\$36,500.00**

- **PCAM's management fee includes the following operating expenses:**
  - Personnel
  - Customer Service Training
  - Bank Charges
  - Licenses
  - Insurance
    - General Liability
    - Garage Keepers
  - Payroll Tax
  - Vacation/PTO
  - Health Insurance
  - Workman's Compensation
  - Supervisor
  - Lunch and Break Breakers
  - Uniforms

# City of Huntington Park Parking Management Services

## PASS THROUGH EXPENSES

Pass through expenses include but are not limited to:

- Directional Signage
- Parking regulation Signage
- Parking Lot Repairs and Maintenance
- Lighting improvements
- Printing expenses for tickets and permits
- Parking enforcement vehicle and associated maintenance and fuel
- Handheld citation machines

## INSURANCE:

### Overview:

- Policy limits in excess of \$1,000,000.00
- PCA Management shall defend, indemnify and hold harmless the City of Huntington Park from any claim, damage, cost or liability arising out of or relating to the negligent performance by our staff.
- Insurance is currently in force and the addition of this facility could begin immediately.
- Staffed and equipped to adjudicate all damage claims that may arise promptly and fairly without involving the management.
- Settle satisfactorily all claims within a 24 to 48 hour period, if at all possible, without involving the establishment.

## RISK MANAGEMENT

Every employee is prepared for emergencies before they happen. The Management Roster and Facility Information Form provide essential contact phone numbers needed in a wide variety of emergencies.

This form is completed and either posted in the booth or placed in the notebook at every location. If employees work at more than one location, they are requested to verify that it is completed and accessible at each location. Many of the telephone numbers included are different for different locations, such as locksmith, taxi service and police. Attendants fill in any blanks working with their Manager as needed.

When the form is completed, employees call each number to confirm that it is the current number for that service and is the best number to reach that service provider. Employees make changes as needed to keep all emergency service numbers up to date.

In an emergency, every employee knows the priority is to protect life, limb and property in that order. They do not jeopardize themselves to save property. They are trained to remain calm and to perform thought-out actions as the most effective response during any emergency situation.

# City of Huntington Park Parking Management Services

## Complaint Abatement:

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PCA Management knows that when providing a public service, customer complaints are inevitable regardless of how diligent we are providing the best parking management services possible. PCA Management responds to complaints forthrightly because it is important that the company maintains its high standards by correcting situations as necessary and those customers recognize it as such. If an incident occurs, the Manager or Supervisor is contacted immediately and corrective action occurs as needed in accordance with PCA Management policies and procedures. If circumstances warrant, PCA Management understands the authorized designated representative of the landlord is the final arbiter in any disagreement between a Contractor and a customer, and PCA Management will abide by any decision made.

PCA Management teaches employees during training how to respond appropriately to customers who complain about parking services. They are taught to remain polite and respectful with customers at all times to prevent a confrontation. Employees mollify angry customers by listening to their concerns attentively and by making a sincere effort to resolve them reasonably. If the differences cannot be reconciled, employees inform customers that they are unable to do what the customer desires. The attendant gives the customer the name, address, and telephone number of the Parking Supervisor (or other point of contact) at PCA Management Headquarters and encourages the customer to call the appropriate individual to resolve the complaint.

Managers or Supervisors are authorized to resolve most complaints as received while on duty. PCA Management issues cell phones with direct-connect services to the Operations Manager and to Parking Supervisors. Also, the Attendant responds to customer complaints or suggestions and reports any complaints directly to their supervisor immediately.

Regarding fee disputes (where applicable), the Parking Supervisor (or Manager) handles such situations first. If necessary, the Operations Manager attempts to resolve any difficulty. Also, the Company maintains a trained staff of customer service specialists and appoints a representative to assist local management in resolving all matters that cannot be resolved quickly.

Knowledge and extensive experience in the parking industry has given the Company keen insight to every component of excellent parking service. Our customer service program meets the public demand for top service along with the needs of our various parking facilities.

We will work with a client's staff to anticipate problems before they arise. Every precaution will be taken to ensure that all traffic flow continues at the highest level of efficiency.

## Parking Data Collection/Reporting:

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PCA Management maintains accurate records of daily, weekly, and monthly inventory volume or other cumulative data regarding parking operations as required. Such records include, but are not limited to:

- Daily sheets



## City of Huntington Park Parking Management Services

- Daily ticket log
- Overnight parking log
- Transient monthly collection report
- Monthly sales logs
- Complaints
- Vehicle incident reports
- Computer printouts
- Monthly reports and all supporting documentation
- Non-financial documents including, but not limited to, communications, incident reports, and employee evaluations

### Incident and Complaint Reporting and Procedures:

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PCA Management will implement procedures to handle all incidents, accident or events that could possibly give rise to a claim for liability, thefts, vandalism, property damage, and customer complaints. Such procedure at a minimum will include:

1. Immediately upon occurrence, report any accident, incident, or event that can result in a claim to the City of Huntington Park. PCA Management will provide a written report within 24-hours to the City of Huntington Park.
2. Keep and maintain a log of all oral and written complaints received directly from the public. Logs will contain the following information:
  - a. Date
  - b. Nature of complaint
  - c. Copy of written complaints
  - d. What and when action was taken or why no action was taken

PCA Management will submit copies of complaints along with resolution within 10 days from receipt of the complaint and forward copies of the logs on a monthly basis.

3. Have 24 hour emergency contact numbers posted in the facilities.

Be able to resolve complaints relating to employee attitude, appearance, service, PCA Management will forward any complaints outside the scope of service to the City of Huntington Park's Project Manager within forty eight (48) hours from receipt.

# City of Huntington Park Parking Management Services

## COMMUNICATION

### E-mail:

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PCA Management's e-mail system is based on Microsoft Exchange 5.5 and Symantec Antivirus and Anti Spam gateway. PCA Management is able to provide emails for local and remote users no matter where they are, in the office or on the road. Additionally, the email system creates the public folders and corporate calendar in which all users can have access to and share information and resources throughout the corporation. Combined with Symantec Antivirus and Anti Spam gateway, it provides a powerful communication tool and protection against all malicious attacks and spam. As an added feature to our e-mails PCA Management has software installed in the Company server to allow any email that is sent to our regular emails to be simultaneously delivered to an individual's smart phone for faster and more convenient responses.

### Business Contact Telephone Number:

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PCA Management will provide a business contact telephone number, which will be answered by a live person during regular service operation hours. Should an emergency occur personnel answering the telephone will be able to put the Contract Manager in contact with key management personnel.

### 24-Hour Contact:

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Upon award of the contract PCA Management will provide a 24-hour emergency contact number that will be available 24-hours a day, 365 days a year. PCA Management will ensure that the manager returns the call within an hour of being requested. In addition it will provide a management phone list.

## QUALIFICATIONS

### General Information:

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Name of Company: **PCAM, LLC DBA: PCA Management**  
Address: **523 W. 6<sup>th</sup> St. – Suite 528**  
City: **Los Angeles** State: **California** Zip: **90014**  
Phone: **(562) 862-2118** Fax: **(562) 862-4409** Web Address: **www.parkpca.com**  
Federal ID #: **20-2264403**  
Year Established: **1964**  
Number of Employees: **1,300+**  
Ownership: **Women / Minority Business Enterprise**

Main contact person for all proposal issues is as follows:



# City of Huntington Park Parking Management Services

## PCA Management

Pep Valdes  
Vice President  
PCAM, LLC  
Office: (562) 862-2118  
Cell: (562) 547-8468  
pvaldes@parkpca.com

## History:

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PCA Management is recognized as a leader and innovator in customer service for the Parking, and Transportation industry. Since its founding in 1964, PCA Management a family owned and operated business with over 1,300 employees, continues to be one of the largest privately owned minority certified parking and transportation companies in America.

PCA Management adopts a simple management philosophy: **“To be an extension of the organizations we serve through constant communication with our customers and clients.”** The management of PCA Management values implicitly the importance of knowing your customers’ needs, working hard to resolve problems properly in an efficient manner and to continually improve service as time goes on.

PCA Management is proud of its longevity in the parking industry, the broad range of its experience, and the high standard of excellence in its operations. To recruit, nurture, and maintain a highly motivated, knowledgeable, and dedicated staff is no small accomplishment. PCA Management has a reputation of quality service and dedication to the needs of our customers precisely because of the premium it places on the ability and integrity of its people. The continuous growth and financial success of PCA Management is the natural result of this philosophy.

## Divisions:

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### Healthcare Industry Management Division

In early 1998, as a natural extension of its business, PCA Management built a division focused on providing services to the healthcare industry. These services include booth attendants, shuttles, information desk, Customer Service Ambassadors, cash management, badging, parking management, equipment management, as well as providing on-site valet services. PCA Management’s Healthcare Industry Management Division services a number of hospitals and medical clinics representing more than 11,000 spaces. PCA Management currently operates continuous loop and on demand shuttles for such hospitals as Children’s Hospital LA, White Memorial, Salinas Valley Memorial, Alta Bates, and Kaiser Permanente.

### Parking Management Services Division



## City of Huntington Park Parking Management Services

PCA Management's Parking Management Services Division comprises of approximately 120 lots representing over 35,000 spaces throughout California, Arizona, Wisconsin, Kansas and Colorado. Included, in this Division is PCA Management's Valet Parking Services, first established in 1981.

### Transportation Management Services Division

PCA Management also contracts with municipalities to provide transportation services to public and private clients. This division developed out of PCA Management's expertise in operating shuttle fleets at its airport parking facilities. Currently, PCA Management's Transportation Services Division employs nearly 200 associates and services 26 clients, including Cal Train/Joint Powers Board, LA County, IBM, Time Warner and several hotels including the Sheraton, Marriot, Crowne Plaza, Embassy Suites, Holiday Inn, Hampton Inn, Homewood Suites, Courtyard, Residence Inn and Radisson among others, utilizing approximately 130 shuttles.

### Hospitality & Hotel Parking Services Division

As a another natural extension of its business and a complement to its Airport Parking Division, PCA Management built a division focused on shuttling customers from hotels to airports, as well as providing on-site parking and valet services. PCA Management's Hospitality & Hotel Services Division provides service for over 26 client-hotels representing approximately 13,000 spaces. PCA Management's company-owned shuttles are utilized by this division at its client-hotels, namely the Hyatt Orange County, the Hyatt Palm Springs, and the Hyatt Grand Champions in Palm Desert. PCA Management currently runs a continuous loop of shuttle buses in the Orange county area of Disneyland beginning at the Hyatt Orange County, with stops at several other hotels including the Crowne Plaza Hotel, to Disneyland and back to the Hyatt Orange County.

## PROJECT TEAM

### Management Team:

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- **Alex Martin Chaves:** Chief Executive Officer
- **Eric Chaves Esq.:** President, General Counsel
- **Renee Valdes:** Sr. Vice President
- **Pep Valdes:** Vice President, Director of Business Development
- **Suzie Cooley:** Executive Vice President
- **Aaron Chaves:** Director of Operations
- **Monnique Reynes:** Controller

# City of Huntington Park Parking Management Services

## Philosophy:

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PCA Management adopts a simple management philosophy, namely to become an extension of the organizations it serves through constant communication with customers and clients. PCA Management's entire organization deeply values the importance of knowing its customers' needs and working diligently to consistently improve service and resolve issues quickly and effectively.

PCA Management is proud of its longevity in the parking industry, the broad range of its experience, and the high standard of excellence in its operations. PCA Management has a strong reputation for recruiting, training, nurturing, and maintaining a highly motivated, knowledgeable, and dedicated team with special emphasis on customer service, teamwork, and integrity; philosophies that begin with the Executive Management team and pervade all levels of the organization.

## Primary Management Goals:

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1. To uphold PCA Management Philosophy.
2. To establish, maintain, and enhance the most effective parking control procedures possible.
3. To establish and ensure strict adherence to revenue collection procedures, where necessary.
4. To implement a complaint abatement process and to ensure that it will resolve problems experienced by customers expeditiously and satisfactorily.
5. To respond in the timeliest manner possible to the requirements of the contracting authority.
6. To continually look for ways to cut cost and improve customer satisfaction.
7. To maximize the occupancy of the parking space.

Each day, PCA Management shall ensure that customers follow all procedures properly when they park their vehicles. Another equally important objective shall be to ensure maximum space utilization in the parking lots to maximize revenue at all times.

PCA Management shall accomplish these objectives by ensuring the availability in the Parking Facility of as many parking spaces as possible for customers at all times. This shall be accomplished by assisting customers to depart the Parking Facility whenever necessary and collecting parking fees from exiting customers as quickly as possible.

# City of Huntington Park Parking Management Services

## PERSONNEL

### Use of Subcontractors:

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PCA Management will not subcontract to any other company for the operations at the City of Huntington Park.

### Immigration Naturalization:

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PCA Management is compliant with the Immigration Reform and Control Act of 1986. PCA Management requires all personnel to provide the necessary documentation to establish identity and employment eligibility.

### Equal Employment Opportunity:

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PCA Management is a equal opportunity employer and is compliant with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

### Personnel Qualifications:

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PCA Management recruits, interviews, and evaluates in good faith all potential employees. The employment policy of PCA Management requires that all personnel assigned to an operation read, speak, and write English and can follow written and verbal instructions in English.

Every employee must complete an application for employment. They are required to present a valid driver's license, a copy of a current Department of Motor Vehicle individual printout, and consent to a general background check and drug test before being hired by PCA Management. This background investigation includes a criminal check verifying no felony or misdemeanor during the period of the report, and a check of the individual's driving record. PCA Management never knowingly employs or retains any individual convicted in a court of competent jurisdiction of theft or of misappropriating funds. PCA Management reserves the right to conduct such investigations unless the contracting authority request such policy not be implemented.

PCA Management continues its history of adhering to all employment laws. Moreover, PCA Management certifies that all employees meet citizenship or legal alien status requirements as

# City of Huntington Park Parking Management Services

stipulated in Federal and State statutes and regulations. The policy of PCA Management always has been to hire only United States citizens or individuals legally permitted to work in the US.

PCA Management will obtain further verification of employment eligibility status required by Federal statutes and regulations as they exist currently and as they may be amended thereafter. Additionally, PCA Management will maintain files pertaining to all related documentation for such employees as prescribed by law. PCA Management willingly assumes full responsibility for its actions in this area.

PCA Management never knowingly hires any individual who has been convicted of a crime involving theft, dishonesty, embezzlement, physical violence, or threat of violence. Physical violence crimes include, but are not limited to, assault, rape, murder, or robbery.

## Hiring Process:

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For our contract operations, PCA Management uses the following employee hiring process:

### 1. Application

- Applicant completes standard PCA Management application form
- Submits DMV printout (30 days current)
- Staff verifies past employment and references
- PCA Management obtains consent form potential employee to request prior drug testing information from previous employer

### 2. Process Hiring

- Pass drug test
- Verify prescription medicine (if applicable)
- Background Check
- Staff submits form for DMV administered Pull Notice Program (PNP)

### 3. Company Orientation & Training

- Company Employee manual distributed and explained
- Customer relations training
- Safety Procedures of Location
- Understanding and completing reports
- Passenger relations: general service, accommodate special needs, sensitivity training
- Safety (video and lecture): review vehicle specs, defensive driving, ADA-equipment, passenger safety, driver safety, traffic laws and regulations
- Understanding and completing reports
- Pass CHP-required Proficiency Test

### 4. Assignment

- Familiarize attendant or valet with the facility
- Training: Equipment used, record keeping, cash management procedures, deposits, and ticket transactions.
- Understand and complete reports specific to the needs of the transit authority

## City of Huntington Park Parking Management Services

- Familiarize driver with vehicle: review engine, brake system, fuel system, heating & air conditioning, tires, signage, interior / exterior appearance
  - Route training (fixed and demand response): maps, on-site travel
  - Fueling procedures
  - Understand and complete reports specific to the needs of the transit authority
- 5. On-Going Training**
- Monthly safety meetings
  - Questions from employees
  - Open forum for employees and managers to discuss productivity improvement
- 6. Evaluation**
- 6-month probationary period for new hires measuring overall efficiency based on all of the criteria above
  - Annual evaluation of all drivers by Project Supervisor encompassing On-Time Efficiency, Safety, Passenger Relations, and Reporting
  - On going monitoring of employees through the DMV pull notice program and random drug testing.
  - Unobserved road checks of drivers by supervisors on a random, but regular basis.

### Employee Health Screening:

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PCA Management requires all employees whom will be working at a case-sensitive location to be tested prior to the employee commencing work at the location. The employee is sent to an authorized clinic for testing along with a request for a physical.

The following tests are included in the physical:

- Tuberculosis (Renewed Yearly)
- Hepatitis B & C
- Rubella
- Rubeola
- Mumps

Those employees which are not immune, may if suggested by the medical clinic go through a series of vaccinations to make their bodies immune to these diseases and viruses. PCA Management can also provide additional health screening options for each specific client and or location if requested.

- Health screening cost will be billed to client as a pass-through expense.

# City of Huntington Park Parking Management Services

## Training:

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### Basic Employee Training

- Customer Service
- SHPT
- IIPP – Safety

### Specialized Training

- HIPAA
- EMTALA
- Emergency Response
- SIMS – Health and Safety Annual Review
- ADA Procedures
- Hospital Map Training
- DOT Compliance
- CHP Compliance
- Pre-Trip Inspections
- Road Safety Training – Behind The Wheel
- Wheelchair and Lift Procedures
- Defensive Driving

## Uniforms:

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All attendants, cashiers, and drivers are required to wear PCA Management uniforms. Uniforms, including, must be worn throughout the work shift. Employees are required to keep their uniforms clean and neatly pressed.

The following are among PCAM's standards for appearance:

- Must be well groomed.
- Beards must be well trimmed.
- Hats are not permitted unless it is a PCA Management hat.
- No discolored or faded jackets or vests can be worn.
- Eating, drinking, and chewing gum are not permitted while on duty.
- Sitting permitted only in designated areas.

# City of Huntington Park Parking Management Services

PCA Management is responsible for providing (and replacing, upon normal wear and tear) the following item counts to each personnel:

	<u>Full Time</u>	<u>Part Time</u>
Shirts	5	3
Pants	3	2
Winter Jacket	1	1
Sweater	1	1
Tie	1	1
Hat	1	1
Rain Gear	1	1

## Uniform Samples





February 3, 2015

PARKING COMPANY OF AMERICA

Eric Chaves, President

523 W. 6<sup>th</sup> Street, Suite 528

Los Angeles, CA 90044

**RE:** Termination of that certain Parking Management Agreement dated October 6, 2014 (as may have been amended, the "**Agreement**"), by and between the City of Huntington Park ("**City**") and Parking Company of America ("**Contractor**").

Dear Mr. Chaves:

This letter shall serve as the City's notice that the City has elected to terminate the Agreement without cause as permitted by Section 8.11 of the Agreement effective as of March 5, 2015 (the "**Termination Date**"). Section 8.11 of the Agreement provides as follows:

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

You are requested to immediately cease all further work under the Agreement. To the extent any compensation is still due under the Agreement, please submit a final invoice covering all services through and including the Termination Date by March 10, 2015.

Please deliver all reports, materials and other work product prepared pursuant to Section 6 of the Agreement to the following address:

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

This notice does not impact any separate lease agreements that exist by and between City and Contractor.

Should you have any questions, feel free to contact me at (323) 584-6223. Thank you for the services that you have provided to the City and for your cooperation in this matter.

Sincerely,

John A. Ornelas  
Interim City Manager

**CITY OF  
HUNTINGTON PARK**  
**City Council Regular Meeting Agenda**  
**Monday, February 2, 2015**

**CITY MANAGER**

**Item 11.**

**Update on United Pacific Waste (UPW) Contract Monitoring**

**Update Only**