

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Monday, August 3, 2015

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

**Karina Macias**  
Mayor

**Graciela Ortiz**  
Vice Mayor



**Valentin Palos Amezcua**  
Council Member

**Jhonny Pineda**  
Council Member

**Marilyn Sanabria**  
Council Member

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

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

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

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

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

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

### **Public Comment**

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

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

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

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

### **Additions/Deletions to Agenda**

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

### **Important Notice**

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

## CALL TO ORDER

**ROLL CALL** Mayor Karina Macias  
Vice Mayor Graciela Ortiz  
Council Member Valentin Palos Amezquita  
Council Member Jhonny Pineda  
Council Member Marilyn Sanabria

## PLEDGE OF ALLEGIANCE

## INVOCATION

## PRESENTATIONS AND ANNOUNCEMENTS

Presentation from Ms. Francine Ayala, Community Manager, "Relay for Life" California Division of the American Cancer Society to Mr. Jose Zepeda and Jessica Maes for Their Involvement in Huntington Park's "Relay for Life"

Proclamation for "National Health Center Week" August 9-15, 2015

"Certificates of Outstanding Contribution" Presented by Mothers Against Drunk Drivers (MADD) to City of Huntington Park Police Officers for Their Support to **Stop Drunk Driving**

Presentation from the California Highway Patrol (CHP), "Certificates of Recognition" Presented to City of Huntington Park Police Officers for the "10851" Auto Theft Recovery Award

## PUBLIC COMMENT

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

## STAFF RESPONSE

RECESS TO CLOSED SESSION

## CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Government Code Section 54956.9 paragraph (1) of Subdivision (d)  
Name of case: Yadira Lopez Case No. WCAB No. ADJ9167991

## **CLOSED SESSION (continued)**

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Government Code Section 54956.8  
Property: APN # 6320-030-906, Lots 14-22  
Agency negotiator: John A. Ornelas  
Negotiating party: Various potential developers to be determined  
Under negotiation: Terms of sale
3. PUBLIC EMPLOYEE RELEASE  
Government Code Section 54957  
One (1) matter

RECONVENE TO OPEN SESSION

## **CLOSED SESSION ANNOUNCEMENT**

### **CONSENT CALENDAR**

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

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

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

- 1-1 Regular City Council Meeting held Monday, July 6, 2015
- 1-2 Regular City Council Meeting held Monday, July 20, 2015

### **CITY MANAGER**

#### **2. Approval of Agreement with Hilda Estrada, Independent Contractor for Translation Services for City Council Meetings**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement CM 16-01 with Hilda Estrada, Independent Contractor for Spanish translation services for regular city council meetings and special city council meetings for an initial period of two (2) years at an amount not to exceed \$32,000;
2. Approve appropriation of \$24,000 to Account 111-0110-411.56-41 in order to offset the balance needed for Fiscal Year (FY) 2015-2016 expenditures; and
3. Authorize the Interim City Manager to execute the agreement.

**CONSENT CALENDAR (continued)**

**FINANCE**

3. **Approve Accounts Payable and Payroll Warrants dated August 3, 2015**

**POLICE**

4. **Authorization to Renew Subscriber Agreement with Inmate Phone Services for Telephone System Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve authorization to renew the service agreement with Inmate Phone Services; and
2. Authorize the Interim City Manager to execute the agreement.

**PUBLIC WORKS**

5. **Approve Resolution in Support of Urging the State to Provide New Sustainable Funding for State and Local Transportation Infrastructure**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-28, Urging the State to Provide New Sustainable Funding for State and Local Transportation Infrastructure.

**END OF CONSENT CALENDAR**

## REGULAR AGENDA

### CITY COUNCIL

#### 6. Commission Appointments to the Various Commissions:

**Health & Education Commission  
Parks & Recreation Commission  
Youth Commission**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointments to the Health & Education, Parks & Recreation and Youth Commissions consistent with the newly adopted provisions set forth in Resolution No. 2015-19; and
2. Approve to extend the time period to accept applications for the Civil and Historic Commissions to September 3, 2015; and
3. Approve additional appropriations in the amounts of \$2,250 to account 111-0121-413.19.05, \$3,600 to account 111-0125-413.19-05 and \$3,000 to account 111-0123-413.19-05 to ensure budgetary sufficiency for FY 2015-2016.

### CITY MANAGER

#### 7. Consideration of New City Council Meeting Day from Mondays to Tuesdays

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider changing the day for the regular City Council meetings from the 1st and 3rd Monday of every month to the 1st and 3rd Tuesday of every month;
2. If Council concurs, waive further reading and introduce Ordinance No. 940-NS, amending Ordinance No. 829-NS, Amending Title 2 Chapter 1 Article 2 Section 1.201 of the Huntington Park Municipal Code Relating to City Council Meetings; and
3. Notify the public of the new meeting day Tuesday to take effect 30 days after the second reading and adoption of said ordinance at the August 17, 2015 City Council Regular Meeting, with the first new regular City Council meeting starting Tuesday, October 6, 2015

## **REGULAR AGENDA ITEM 8 (continued)**

### **POLICE**

- 8. Authorization to Enter into an Interagency Memorandum of Agreement (MOA) with Centinela Youth Diversion Services, Inc. Regarding the Juvenile Arrest Diversion Program**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the MOA with Centinela Youth Services, Inc. (CYS); and
2. Authorize the Mayor to execute MOU.

- 9. Resolution to Approve the Standard Agreement Between the Department of Alcoholic Beverage Control (ABC) Grant Assistance Program (GAP) and the City of Huntington Park for Fiscal Year (FY) 2015-2016 ABC Grant Assistance Program Funding**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Standard Agreement;
2. Adopt Resolution No. 2015-29, Authorizing Chief of Police, Cosme Lozano to Enter into an Agreement with the Department of Alcoholic Beverage Control; and
3. Authorize the Finance Department to make payments to facilitate the successful completion of this project.

### **PUBLIC WORKS**

- 10. Approve Agreement with Care for the Children for Curb Numbering Painting**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement with Care for the Children for Curb Number Painting for a term of 3 months; and
2. Authorize Interim City Manager to execute agreement.

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

## **WRITTEN COMMUNICATIONS**

## **COUNCIL COMMUNICATIONS**

**Council Member Valentin Palos Amezquita**

**Council Member Jhonny Pineda**

**Council Member Marilyn Sanabria**

**Vice Mayor Graciela Ortiz**

**Mayor Karina Macias**

## **ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular City Council Meeting on Monday, August 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 30<sup>th</sup> of July, 2015.



Donna G. Schwartz, CMC, City Clerk

**MINUTES**  
Regular Meeting of the  
City of Huntington Park City Council  
Monday, July 6, 2015

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:09 p.m. on Monday, July 6, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

**ROLL CALL**

PRESENT: Mayor Karina Macias; Vice Mayor Graciela Ortiz and Council Members, Jhonny Pineda, Marilyn Sanabria and Valentin Palos Amezcuita. Other City Officials and employees: John Ornelas, Interim City Manager, Edgar Cisneros, Assistant City Manager, Arnold Alvarez-Glasman, City Attorney, Cosme Lozano, Interim Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director, Manuel Acosta, Economic Development Manager, Fernanda Palacios, Project Manager and Jessie Gomez, Junior Deputy City Clerk.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Alina Ambriz, student at Wisdom Elementary

**INVOCATION**

The invocation was led by Reverend Troy Perry, Metropolitan Community Church.

**PRESENTATIONS AND ANNOUNCEMENTS**

Council Presented a "Certificate of Recognition" to Senior Officer/Detective Joe Settles for his Investigative Work

Senator Lara's Office presented a "Certificate of Recognition" to City of Huntington Park Employees for their Participation in the American Cancer Society's "2015 Southeast Cities Relay for Life" Event

Council Presented a "Certificate of Recognition" to Reverend Troy Perry, Metropolitan Community Church for his Early Stand on Equal Rights for Same Gender Marriages

Senator Lara's Office presented a "Certificate of Recognition" to Reverend Troy Perry, Metropolitan Community Church for his Early Stand on Equal Rights for Same Gender Marriages

Manuel Acosta, Economic Development Manager, presented City of Huntington Park an "Award of Merit-Urban Design" from the American Planning Association

**PUBLIC COMMENT**

1. Esteban Garcia, resident and Eddie Martinez, Founding Board Member of the Latino Equality Alliance, thanked Council for recognizing Reverend Troy Perry.
2. Juliano Juaquin, Community Educator, invited Council, Staff and the community to a Knock out Diabetes Walk.
3. Sandra Orozco, Maywood resident, commented on the Dial-A-Ride Program, Alex Reynoso's event, translation services, City Attorney and Interim City Manager, and invited Council to the 12<sup>th</sup> Annual Limpieza Event.
4. Laura Herrera, former Planning Commission Chair and Rodolfo Cruz, resident, expressed her disappointment in the Planning Commission changes and appointments and concerns on the Dial-A-Ride Program.
5. Alex Reynoso, resident, thanked Vice Mayor Ortiz, Council Member Amezcuita and Senator Lara for their support, and asked Council to approve a fee waiver.
6. Francisco Rivera, resident, expressed his concerns with pressuring washing the sidewalks on Pacific Boulevard.

## STAFF RESPONSE

Interim City Manager Ornelas responded to the comment of the Dial-A-Ride program being removed, stating the services are not being cut but have exceeded the budgeted amount due to excessive spending on Dial A Rides behalf. Mayor Macias added that she has reached out to the Company's General Manager, to discuss the current contract so the community will not be misinformed.

Interim City Manager announced that pressure washing will continue through Pacific Blvd.

Interim City Manager stated that the fee waiver policy will be addressed during Regular Agenda.

At 7:12 p.m. City Attorney Alvarez-Glassman recessed to closed session.

## CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9 paragraph (2) of subdivision (d)  
Significant exposure to litigation – [one potential matter]
2. PUBLIC EMPLOYEE RELEASE – Government Code Section 54957

At 8:02 p.m. Mayor Macias reconvened the meeting with all Council Members present with the exception of Council Member Amezcuita.

## CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed closed session items 1 and 2, direction given no action taken.

At 8:04 p.m. Council Member Amezcuita reentered the Council Chambers.

## CONSENT CALENDAR

Interim City Manager Ornelas pulled Consent Calendar Item 1 due to City Clerk's absence.

**Motion:** Council Member Sanabria motioned to approve consent calendar items, (with the exception of Item 1), seconded by Council Member Amezcuita. Motion passed by the following vote:

### ROLL CALL:

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

## OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held Monday, June 15, 2015

## COMMUNITY DEVELOPMENT

2. Approved the Programmatic Agreement (PA) between the City of Huntington Park and The California State Historic Preservation Officer (SHPO), regarding the rehabilitation of historic properties affected by use of funds from Department of Housing and Urban Development (HUD) and authorized the Interim City Manager to execute agreement.

## FINANCE

3. Approved Accounts Payable and Payroll Warrants dated July 6, 2015

## POLICE

4. Approved the road closure along Miles Avenue from Saturn Avenue to Gage Avenue, and along Zoe Avenue from Templeton Street to Miles Avenue on August 4, 2015.

### END OF CONSENT CALENDAR

### REGULAR AGENDA

## FINANCE

5. **Presentations from Auditing Firms under Consideration:**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive presentations from the three audit firms who have been determined to be in the competitive range in selection process for the City's independent financial auditor:

Moss Levy & Hartzheim, LLP  
Rogers, Anderson, Malody & Scott, LLP  
The Pun Group, LLP

Interim Finance Director Mazyck introduced two audit firms The Pun Group, LLP and Rogers, Anderson, Malody & Scott, LLP. Firms followed with an individual presentation.

**Motion:** Council motioned to receive and file. Council concurred.

## CITY CLERK

6. **Designation of Voting Delegate and Alternates for the League of California Cities Annual Conference, September 30 - October 2, 2015, San Jose, California**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appoint a voting delegate and two (2) alternates to represent the City at the 2015 League of California Cities Annual Conference business meeting.

Interim City Manager Ornelas presented the item.

**Motion:** Vice Mayor Ortiz motioned to appoint Council Member Pineda as the Delegate and Alternates: Vice Mayor Ortiz and Council Member Amezcuita to represent the City at the 2015 League of California Cities Annual Conference, September 30 - October 2, 2015 in San Jose, California, seconded by Council Member Sanabria. Motion passed by the following vote:

#### ROLL CALL:

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

## CITY MANAGER

7. **Approve Termination of Professional Services Agreement with Michael Chee for Services related to Public Communication Support**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve termination of agreement with Michael Chee; and
2. Authorize the Interim City Manager to issue a Notice of Termination to the consultant.

Interim City Manager Ornelas presented the item.

**Motion:** Council Member Sanabria motioned to approve termination of agreement with Michael Chee and authorize the Interim City Manager to issue a Notice of Termination to the consultant, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

**COMMUNITY DEVELOPMENT**

**8. Appointment of Oversight Board Members of the Successor Agency for the Community Development Commission of the City of Huntington Park**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appoint two new members to the Oversight Board to represent the City of Huntington Park

Interim City Manager Ornelas presented the item.

**Motion:** Mayor Macias motioned to appoint Carlos Luis, Senior Planner and Council Member Johnny Pineda to the Oversight Board to represent the City of Huntington Park, seconded by Council Member Sanabria. Motion passed by the following vote:

ROLL CALL:

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

**PARKS AND RECREATION**

**9. City Property and Facility Use Fee Waiver Policy**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review and provide recommendations for proposed City Property and Facility Use Fee Waiver Policy;
2. Approve City Property and Facility Use Fee Waiver Policy.

Interim City Manager Ornelas presented the item, and asked Director of Parks and Recreation Josette Espinosa and City Attorney Arnold Alvarez-Glasman to give a brief overview.

Parks and Recreation Director Espinosa gave a brief update on the process, qualifications and spoke in support of staff's recommendations.

City Council discussed at length concerns regarding the fee waiver policy.

Council Member Sanabria voiced her concerns regarding cost recovery, false information, financial information from applicant, non-profit status and requested changes on the following Sections: 6.0 (d) except events that are a benefit to the City; 6.0 (e) "impacted" to read "directly blocked"; 9.1 (b) add "federal" after "exempt"; 6.0 (f) change "Department

Head" to "City" and to add the following language: "If false information is provided the City is entitled to a full refund".

Mr. Alvarez-Glasman gave a brief description on the definition of a City Sponsored Event.

At 9:32 p.m. Council Member Pineda left the chambers and returned at 9:35 p.m.

Council Member Amezquita stated he would be voting yes, but would prefer 30 days to 21 days and would like the process to be fair and consistent.

**Motion:** Council Member Sanabria motioned to approve City Property and Facility Use Fee Waiver Policy with noted changes to the policy: Sections: 6.0 (d) except events that are a benefit to the City; 6.0 (e) "impacted" to read "directly blocked"; 9.1 (b) add "federal" after "exempt"; 6.0 (f) change "Department Head" to "City" and to add the following language: "If false information is provided the City is entitled to a full refund," seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

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

**WRITTEN COMMUNICATIONS** - None

#### **COUNCIL COMMUNICATIONS**

**Council Member Valentin Palos Amezquita** – feels he receives no support from his colleagues, questioned what the Brown Act rules state in regards to motion and discussion on items and raised concern on the 4th of July Event entrance fee asked the City to work with the vendor on lowering the entrance fee.

**Council Member Jhonny Pineda** - thanked those in attendance and directed staff to look into summer youth work programs.

**Council Member Marilyn Sanabria** – thanked staff and residents for attending. Thanked Public Works and City Engineer for fixing railroad tracks on Salt Lake and Florence Avenue, also thanked Assistant City Manager Edgar Cisneros and Parks and Recreation for fixing playground areas and encouraged residents to participate in City events.

**Vice Mayor Graciela Ortiz** – thanked her colleagues for attending the 4th of July event, staff's support and residents who attended tonight's meeting and encouraged staff and the public to get involved in different community events.

**Mayor Karina Macias** – reiterated on council comments and to provide more public access during the 4th of July event.

#### **ADJOURNMENT**

At 9:59 p.m. Mayor Macias adjourned the meeting in memory of Ana Haney, Communities for a Better Environment volunteer and longtime resident, to a Regular City Council Meeting on Monday July 20, 2015, at 6:00 P.M.

Respectfully submitted,

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

By: \_\_\_\_\_  
Yesenia "Jessie" Gomez  
Junior Deputy City Clerk

**MINUTES**  
Regular Meeting of the  
City of Huntington Park City Council  
Monday, July 20, 2015

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Monday, July 20, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

**ROLL CALL**

PRESENT: Mayor Karina Macias; Vice Mayor Graciela Ortiz and Council Members, Valentin Palos Amezcuita, Jhonny Pineda and Marilyn Sanabria. Other City Officials and employees: John Ornelas, Interim City Manager, Edgar Cisneros, Assistant City Manager, Noel Tapia, Assistant City Attorney, Cosme Lozano, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Annie Ruiz, Finance Manager, Michael Ackerman, City Engineer and Donna Schwartz, City Clerk.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Alex Rabago, 11 years old, South Gate Middle School.

**INVOCATION**

The invocation was led by Mayor Macias.

**PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a "Certificate of Recognition" to Alex Rabago for leading the pledge.

Council presented a "Certificate of Recognition" Presented to Ms. Annette Leija for her Recognition by Assembly Member Santiago for being selected as the 53<sup>rd</sup> District "Veteran of the Year" at the State Capitol's 8<sup>th</sup> Annual Veterans Recognition Luncheon

Council presented a "Certificate of Recognition" to Ms. Aurora Guerrero a Chicana filmmaker in the filming of her Movie "Mosquita y Mari" in the City of Huntington Park.

Council presented a "Certificate of Recognition" to Cruzita's Deli & Café for graciously hosting the screening of the Movie "Mosquita y Mari."

Council presented a "Certificate of Recognition" to Communities for a Better Environment (CBE) for their collaboration (Particularly their Youth Program) in the film "Mosquita y Mari."

Council presented a "Certificate of Recognition" to the Lead Actresses Fenessa Pineda and Venecia Troncoso for their participation in the Movie "Mosquita y Mari."

Sandi Linares-Plimpton, Conservation Manager of Central Basin Municipal Water District presented a PowerPoint on the Districts Water Conservation Programs.

**PUBLIC COMMENT**

Assistant City Attorney Tapia brief the public on the Rules of Decorum.

1. SECO, spoke in regards to responsible beverage service.
2. Gloria Rodriguez, parent, Aspire Pacific Academy High School, thanked Council for all their support and presented an award to Vice Mayor Ortiz and Council Member Sanabria for their support to their Senior Gala.
3. Cristina Basurto, Tree People, announced Saturday, July 25, 2015 a tree caring event along Gage Boulevard.

## **PUBLIC COMMENT (continued)**

4. Lorena Gonzalez, Let's Walk/Run Together, spoke in support of her event and invited the public to participate in the 3<sup>rd</sup> Annual "Let's Walk/Run Together" event on Saturday August 22, 2015 at Salt Lake Park from 8 to 12 p.m. and thanked Parks & Recreation Director Espinosa for all her support and use of park.
5. Linda Caraballo, resident, commented on Rules of Decorum, Brown Act, future elections and acknowledged the Interim Chief of Police.
6. Melissa Rosales, Small Business Commission, acknowledged the new Interim Chief of Police. She thanked the City for looking into facility use fee waiver policy and recommended that permits be overseen by some kind of committee. She voiced concern with constant sidewalk sales during events and the events put on by the Chamber. Ms. Rosales submitted a petition with regards to the sidewalk sales.
7. Claude Bilodeau, spoke in regards to the current transportation transition noting it was a smooth transition, vehicle maintenance and the new transportation provider.
8. Jeff Failing, VP of Mexico Sister Cities Association, would like to see the City of Huntington Park reignite the relationship with Sister Cities Associating and requested to meet with council to discuss.
9. Betty Retama, resident, commented on current council and previous promises by previous candidates.
10. Rodolfo Cruz, resident, commented on the Brown Act, council decisions, illegal dumping and illegal tax.
11. Sandra Orozco, Maywood resident, Commented on the Brown Act, read an article regarding Council and an article regarding Uber and ADA requirements.
12. Leticia Cervantes, resident, voiced concern with regards to her efforts and status on obtaining her handicap parking permit.

## **STAFF RESPONSE**

Mayor Macias in response to the handicap parking permit. Interim City Manager Ornelas stated he would follow-up on the status.

Mayor Macias asked staff to follow-up with Mr. Failing regarding Sister Cities.

Mayor Macias asked about the status of illegal dumping. Interim City Manager Ornelas stated that staff is working on a task force and will be bringing some options back to Council.

Council Member Amezquita asked Assistant City Attorney Tapia to comment on the Brown Act. Assistant City Attorney Tapia stated that when the City is having presentations people clap in support but during public comment and there are divergent views and people clap from both sides it slows down the efficiency of the meeting and is available to discuss with any member of the public if they have any questions or concerns. Mr. Amezquita feels since it is at the discretion of the council he would like people to have the freedom to express how they feel.

Mayor Macias stated it is dully noted and reiterated the Assistant City Attorney's comments.

At 7:11 p.m. Assistant City Attorney Tapia recessed to closed session.

## **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Government Code Section 54956.9 paragraph (4) of subdivision (d)  
Significant exposure to litigation - [two potential matters]
2. PUBLIC EMPLOYMENT - Government Code Section 54957  
Title: Chief of Police

At 8:227p.m. Mayor Macias reconvened the meeting with all Council Members present.

**CLOSED SESSION ANNOUNCEMENT**

Assistant City Attorney Tapia announced Council discussed closed session items 1 and 2, direction given no action taken and that closed session Item 2 is part of agenda Item 5 to be considered at that time.

**CONSENT CALENDAR**

Mayor Macias requested in reference to item 3 to change number of years of the contract from three to two and an option of a two year extension. Mayor Macias also pulled Item 5 to be discussed under Regular Agenda.

**Motion:** Vice Mayor Ortiz motioned to approve consent calendar items, with the exception of Item 5 and with a change to Item 3 from a three year contract to a two year contract, seconded by Council Member Sanabria. Motion passed by the following vote:

ROLL CALL:

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

**OFFICE OF THE CITY CLERK**

1. Approved Minutes of the following City Council Meetings:
  - 1-1 Regular City Council Meeting held Monday, June 15, 2015

**FINANCE**

2. Approved Accounts Payable and Payroll Warrants dated July 20, 2015
3. Approved contract number FIN 16-01 with The Pun Group (Pun) for Financial Auditing Services for an initial period of two (2) years covering the financial audits for the City's Fiscal Years (FY) 2014-15, 2015-16 and 2016-17, in an amount not to exceed \$206,040, with two (2) one-year options for FY 2017-18 and 2018-19 and authorized the Interim City Manager to execute the contract.

**CITY MANAGER**

4. Approved termination of Contract with Alvaka Networks for Services Related to Information Technology Support for the City of Huntington Park Police Department and authorized the Interim City Manager to issue a Notice of Termination to Alvaka Networks.
5. **Consideration of Appointment of Chief of Police and Related Ratification and Final Action to Approve Employment Agreement for Chief of Police (Pursuant to Government Code Section 53262)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve employment agreement with Cosme Lozano to serve as Chief of Police; and

2. Authorize the Interim City Manager to execute the employment agreement.

### **END OF CONSENT CALENDAR**

At this time Council discussed consent calendar Item 5.

Council Member Amezcuita questioned Item 5, if the candidate meets all the requirements. Interim City Manager Ornelas stated yes. Mr. Amezcuita stated he would be voting no, in one year it might be a little different.

**Motion:** Council Member Sanabria motioned to approve employment agreement with Cosme Lozano to serve as Chief of Police and authorized the Interim City Manager to execute the employment agreement, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezcuita

### **PUBLIC HEARING**

#### **FINANCE**

6. **Approve Resolution and Annual Report for the City of Huntington Park Street lighting, Parks and Landscaping Special Tax District Fiscal (FY) Ending June 30, 2016**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2015-25, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2015-2016.

Interim City Manager Ornelas presented the item.

Mayor Macias opened the item for public comment.

Public Comment – None

Mayor Macias closed public comment.

**Motion:** Council Member Sanabria motioned to adopt Resolution No. 2015-25, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2015-2016, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezcuita

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

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No 2015-26, Authorizing and Directing the County Assessor to Include Delinquent Refuse Collections Fees as a Special Assessment to be Collected at the Same Time and in the Same Manner as County Taxes (172.54 Refuse Collection Fees).

Interim City Manager Ornelas presented the item.

Mayor Macias opened the item for public comment.

Public Comment – None

Mayor Macias closed public comment.

Mayor Macias noted Council Member Amezquita is on the list can he vote. Assistant City Attorney recommended he recuse himself from the vote.

**Motion:** Council Member Sanabria motioned to adopt Resolution No 2015-26, Authorizing and Directing the County Assessor to Include Delinquent Refuse Collections Fees as a Special Assessment to be Collected at the Same Time and in the Same Manner as County Taxes (172.54 Refuse Collection Fees), seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

ABSTAINED: Council Member(s): Amezquita

**8. Approve Resolution Authorizing Collection of Delinquent Rubbish Charges Pursuant to Section 6-2.112 of the City of Huntington Park's Municipal Code (172.54 Waste Management Fee)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2015-27, Authorizing and Directing the County Assessor to Include Delinquent Waste Management Fees as a Special Assessment to be Collected at the Same Time and in the Same Manner as County Taxes (172.52 Waste Management Fee).

Interim City Manager Ornelas presented the item.

Mayor Macias opened the item for public comment.

Public Comment – None

Mayor Macias closed public comment.

**Motion:** Council Member Sanabria motioned to adopt Resolution No. 2015-27, Authorizing and Directing the County Assessor to Include Delinquent Waste Management Fees as a Special Assessment to be Collected at the Same Time and in the Same Manner as County Taxes (172.52 Waste Management Fee), seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

**REGULAR AGENDA**

**CITY COUNCIL**

**9. Planning Commission Appointment**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appoint one additional member to the Planning Commission.

Mayor Macias appointed Amy Zubieta to the Planning Commission. Council concurred.

Council Member Amezquita questioned the policy with regards to who can appoint.

Interim City Manager stated yes each Council Member can appointment but within 60 days if no appointment then Mayor has the power to appoint.

Assistant City Attorney Tapia reiterated Resolution 2015-19.

Mayor Macias noted the policy and the application submitted by Ms. Zubieta.

**CITY MANAGER**

**10. Discussion on Moving City Council Meetings from Mondays to Tuesdays**

- DISCUSSION ONLY -

Interim City Manager Ornelas presented the item. No action taken discussion only.

**PUBLIC WORKS**

**11. Approve Agreement with Santa Fe Building Maintenance for Janitorial Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the agreement with Santa Fe Building Maintenance for Janitorial Services for an amount not exceed \$160,763.52 per year plus special events (not to exceed \$200 per event) and supplies (cost of supplies to be reimbursed by City estimated at \$50,000); and
2. Authorize the Interim City Manager to execute the agreement.

Interim City Manager Ornelas presented the item.

Council Member Sanabria stated she liked the RFP and what it entailed.

**Motion:** Council Member Sanabria motioned to approve the agreement with Santa Fe Building Maintenance for Janitorial Services for an amount not exceed \$160,763.52 per year plus special events (not to exceed \$200 per event) and supplies (cost of supplies to be reimbursed by City estimated at \$50,000) and authorize the Interim City Manager to execute the agreement, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** - None

**COUNCIL COMMUNICATIONS**

**Council Member Valentin Palos Amezquita** - commented on transparency with regards to the Council, delinquent charges with regards to bill collection and recommended the City collect instead of the new hauler for cost savings. Congratulated and welcomed new Chief of Police Lozano.

**Council Member Jhonny Pineda** - spoke in support of new Council, thanked those who attended the meeting and congratulated Chief of Police Lozano.

**Council Member Marilyn Sanabria** – acknowledge the importance of the Police Department, thanked the organization “Tree People” for attending and invited the public to attend their event and encouraged the public to contact Council for any concerns.

**Vice Mayor Graciela Ortiz** – welcomed new Chief of Police Lozano, thanked her colleagues for attending community events, thanked staff for all their support and also encouraged the public to contact Council for any concerns.

**Mayor Karina Macias** – welcomed public feedback, thanked her colleagues for attending community events, congratulated the new Chief of Police, thanked “Tree People” for attending, thanked staff for all their support and acknowledged her colleagues dedication and commitment to the City.

**ADJOURNMENT**

At 9:05 p.m. Mayor Macias adjourned the meeting to a Regular City Council Meeting on Monday, August 3, 2015, at 6:00 P.M.

Respectfully submitted,

---

Donna G. Schwartz, CMC, City Clerk



# CITY OF HUNTINGTON PARK

Administration  
City Council Agenda Report

August 3, 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:

## **APPROVAL OF AGREEMENT WITH HILDA ESTRADA, INDEPENDENT CONTRACTOR FOR TRANSLATION SERVICES FOR CITY COUNCIL MEETINGS**

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

1. Approve agreement CM 16-01 with Hilda Estrada, Independent Contractor for Spanish translation services for regular city council meetings, special city council meetings and other meetings for an initial period of two (2) years at an amount not to exceed \$32,000;
2. Approve appropriation of an additional \$24,000 to Account 111-0110-411.56-41 in order to offset the balance needed for Fiscal Year (FY) 2015-2016 expenditures; and
3. Authorize the Interim City Manager to execute the agreement.

### **BACKGROUND**

The City has been provided with Spanish translation services by Gerardo Martinez on a month to month basis since February, 2013. The agreement expired in February of 2014. Mr. Martinez has stated to the City that he was not going to be submitting a quote and therefore no longer providing his services. In the interim, on a trial run, the City has recently tested an all simultaneous translation model for English and Spanish. This has resulted in a more professional, expedient and proficient method for translation at City Council meetings. Additionally City Council meetings have improved in timeliness and efficiency.

The City received 3 quotes from the following:

**APPROVAL OF AGREEMENT WITH HILDA ESTRADA, INDEPENDENT CONTRACTOR FOR TRANSLATION SERVICES FOR CITY COUNCIL MEETINGS**  
**August 3, 2015**  
**Page 2 of 2**

- 1) Hilda Estrada, Independent Contractor @ \$800 per meeting while providing the required number of interpreter broadcast units.
- 2) American Language Services @ \$910 per meeting while providing the required number of interpreter broadcast units.
- 3) Los Angeles Translation and Interpretation Inc. @ \$2,400 per meeting while providing the required number of interpreter broadcast units.

**FISCAL IMPACT/FINANCING**

Staff expects an increase in costs associated with providing translation services to residents due to the increased scope of services. Funding of only \$8,000 was included in the City Council Department's FY 2015-16 budget in account code 111-0110-411.56-41 for contractual services. A request for an additional appropriation of \$24,000 will need to be approved to offset the remaining balance of FY 2015-2016 expenditures.

**CONCLUSION**

Upon approval, the Interim City Manager will execute agreement with Hilda Estrada for Spanish translation services.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

- A: Interpreter quote from Hilda Estrada, Independent Contractor
- B: Interpreter quote from American Language Services
- C: Interpreter quote from Los Angeles Translation and Interpretation Inc.
- D: Expired Employment Agreement for Spanish Translation Services
- E: Spanish Translation Services Agreement

**HILDA ESTRADA**  
1118 E. Doran Street, Unit A  
Glendale, CA 91206

**QUOTE**  
Spanish Translation Services

**Interpreting Details**

Type of Project	Huntington Park City Council Meeting
Language(s):	Spanish
Date of Project:	Starting on August 3, 2015, Continuing every 1 <sup>st</sup> & 3 <sup>rd</sup> Monday
Time(s):	6PM – 10PM- TBD
Location:	6550 Miles Avenue Huntington Park, CA 90255
Language:	Spanish

**SCOPE OF SERVICES**

**Contractor will perform the following services:**

- A. Spanish language interpretation services at all Regular City Council Meetings are held on the first and third Monday of every month starting at approximately 6:00 PM.

**Fixed rate: \$800 per meeting (irrespective of length of meeting).**

- B. Spanish language interpretation services at City Council Special Meetings, Community Events, and Other Meetings as requested by the Contract Officer.

**Hourly rate: \$100 per hour**

- C. All equipment necessary for the interpretation services shall be provided by Contractor.



## AMERICAN LANGUAGE SERVICES QUOTE

### Interpreting Quote For: **City of Huntington Park**

Date of Quote: 7.21.15

Dear Edgar,

It was nice speaking with you. Thank you for the opportunity to work with you on your interpreting assignment. Please find our quote below for your review and our information attached for your perusal. Kindly confirm receipt of our quote, it would be most appreciated.

For over a quarter of a century American Language Services (AML-Global) has provided interpretation, transcription, and translation services in over 240 languages (including ASL & CART services).

AML-Global is one of the largest language service providers in the United States. We utilize our state-of-the-art proprietary data base which possess, perhaps the largest number of local, prescreened, qualified and credentialed interpreters in the U.S. We are also 9001 & 13485 ISO certified, which is a testament to our uncompromising processes.

#### **Interpreting Details**

Type of Project	Huntington Park City Council Meeting
Language(s):	Spanish
Date of Project:	Starting on August 3, 2015, Continuing every 1 <sup>st</sup> & 3 <sup>rd</sup> Monday
Time(s):	6PM – 10PM- TBD
Location:	6550 Miles Avenue Huntington Park, CA 90255

#### **Costs of Interpreting**

Qty	Language	Cost Per Hour	Totals
1	Spanish Interpreter	\$85	\$340

**Total Estimate Interpreting:**

\$340
-------

**Cost of Equipment**

Qty	Equipment	Time Frame	Cost Per Unit	Totals
100	Wireless Headsets & Receivers	1 day	\$4.0	\$400
1	Wireless Portable Transmitters	1 day	\$75	\$75
	Technical Support Representative			
	Delivery, Return & Handling	2 way		\$95

**Total Estimate Equipment:**

\$570

**Total Estimate for Event:**

\$910

**Notes**

Times are rounded up to the next hour after 15 minutes. Times are estimated @ 4 total hours per interpreter. Please note that if the set up or break down is required on day(s) other than the day(s) of the event, there will be additional charges for technicians. Delivery, Return & Handling fee is based on Ground Shipping. Charges for overtime (over 8 hours per day) per technician are \$75 per hour.

**Approval**

If you would like us to proceed, email us, **“I approve of the quote; proceed with the scheduling.”**

**Guidelines**

AML-Global will confirm the interpretation assignment with the client no more than 24 hours prior to the proceeding, excluding Saturdays, Sundays and Holidays. AML-Global must receive in their office a written notice of cancellation at least 24 hours prior to the assignment from the client, excluding Saturdays, Sundays and Holidays. If we do not receive notice 24 hours in advance to the event, the Client will be responsible for payment in full of the above scheduled services.

AML-Global reserves the most qualified and experienced interpreters for each job. In order to ensure a successful event AML-Global will be requesting specific background information about the presentations and detailed information and terminology specific to your client and/or their industry. Failure to provide this information in a timely basis or at all may severely hamper the interpreter’s ability to do their job effectively. AML-Global will not be responsible for subpar performance due to lack of information preceding the event.

**Terms**

Payment terms are payable in full upon completion of services. A credit card consent form is required to proceed (located on our secure website): <http://www.alsglobal.net/CC-Consent.php>

The quote does not include labor charges that may be required due to unforeseen circumstances including acts of nature, after the contract is executed. AML-Global is not responsible for cancellations or postponements due to acts of nature that are beyond our control. If an event is cancelled or postponed due to an act of nature, the client will be responsible for the full fees on the approved quote. At the time of the proposal, we have local interpreters and technicians available for your event. We strongly recommend that you schedule this event 60 days prior to its starting date to ensure local availability and avoid travel, hotel, and other expenses which are the responsibility of the contracting party.

**World Headquarters:**

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: [translation@alsglobal.net](mailto:translation@alsglobal.net)[www.alsglobal.net](http://www.alsglobal.net)

AML-Global may cancel a contract if payment is not made per our stated agreement. A project management fee may apply for changes in the scope of the project and additional services requested over and above the actual event. The fee will be charged at \$150 per hour.

Cancellation by the client of a duly executed contract is subject to cancellation fees based on the following schedule: 30 calendar days prior to the event -10% cancelation fee, 29-15 days calendar days prior to the event - 20% cancelation fee and 14 or less calendar days prior to the event -35% cancelation fee.

It is the client’s responsibility for the sign out and returns of the headsets. The care, custody and return of all AML-Global equipment are the responsibility of the client. Please note that the client will be responsible for all parking fees. Based on the interpreter’s location, there may be additional charges for travel, mileage, accommodations, food and transportation. Scheduling in less than 14 days before the event may affect pricing. If legal proceedings are required to recover amounts due from Client to AML-Global under this contract, AML-Global shall be entitled to recover from the Client all costs of collection, including attorney’s fees.

We look forward to working with you and will provide excellent service.

**AGREED AND ACCEPTED:**

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

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

Authorized Signer: **City of Huntington Park**

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

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

Dina Spevack, Director  
American Language Services

# L.A. Translation and Interpretation Inc.

L.A. Translation and Interpretation Inc.  
 2975 Wilshire Blvd # 640  
 Los Angeles, CA 90010-1107

## Estimate



(213)385-7781  
 inwoo@latranslation.com  
 www.latranslation.com

Date	Estimate #
07/27/2015	2475
Exp. Date	

Address
City of Huntington Park

Date	Activity	Quantity	Rate	Amount
07/27/2015	Interpretation Services in Spanish Interpreter: tba x2 Location: 6550 Miles Avenue Huntington Park, CA 90255 Date: 8/3/2015 Time: 6pm PST Rate: \$350 Half Day up to 3 hours \$700 Full Day up to 6 hours \$115 Per hour after 6 hours Note: The full service fee will be charged to you for projects that are canceled or rescheduled less than 24 hours notice.	2	700.00	1,400.00
07/27/2015	Receivers	100	7.00	700.00
07/27/2015	Transmitter	1	100.00	100.00
07/27/2015	Technician	1	200.00	200.00
			<b>Total</b>	<b>\$2,400.00</b>

CC# \_\_\_\_\_  
 Exp. Date: \_\_\_\_\_  
 CCV2 Code: \_\_\_\_\_  
 Billing Zip Code: \_\_\_\_\_

Accepted By \_\_\_\_\_ Accepted Date \_\_\_\_\_

**EMPLOYMENT AGREEMENT**

**FOR**

**SPANISH TRANSLATION SERVICES**

This Agreement is made and entered into as of this 19<sup>th</sup> day of February 2013, by and between the City of Huntington Park ("City") and Gerardo A. Martinez ("Contractor"). Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

**RECITALS**

**WHEREAS**, Contractor was retained to provide Spanish translation services for the City; and

**WHEREAS**, Contractor has proven to be a reliable and highly skilled Spanish translator.

**NOW, THEREFORE**, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

**1. Duties**

a. Contractor shall attend all regular City Council meetings, which are held on the first and third Monday of each month, and provide Spanish translation services as needed.

b. Contractor may provide Spanish translation services at other City Council meetings upon the request of City.

**2. Term**

The term of this Agreement shall commence on February 19, 2013, and continue thereafter on a month-to-month basis on the same terms and conditions for a period not to exceed one year, unless earlier terminated as set forth in Section 3.

**3. Termination**

Either party to this Agreement may terminate this Agreement at any time, with or without cause, upon providing the other party with thirty days written notice.

**4. Salary**

a. City shall pay Contractor \$225.00 for each meeting.

b. Contractor shall submit invoices to City on a monthly basis.

**5. Independent Contractor**

Contractor is and at all times shall remain as to City a wholly independent contractor. Contractor shall not, at any time or in any manner, represent that he or any of his employees are officers, employees, or agents of the City. Contractor shall not have any claim or right to any benefits or privileges available to an employee of the City such as retirement, health insurance, and other similar benefits.

**6. Absences**

Contractor shall obtain permission from City two weeks prior to any planned absence from a City Council meeting and must appoint a qualified substitute on his behalf.

**7. Duty to Cooperate**

Contractor and City agree that City, its employees, agents, and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorney's fees, litigation costs, court costs or any other cost arising out of or in any way related to Contractor's performance under this Agreement. Contractor shall cooperate with the City, its employees, agents, and officials in connection with and in the defense of any claims, suits, actions, proceedings, losses, expenses or costs of any kind (including attorney fees) incurred in relation to, as a consequence of or arising out of or in any way related to performance of this Agreement.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**9. Entire Agreement**

This Agreement contains the entire integrated agreement of the parties respecting the matters herein and therein set forth and supersede all prior agreements between the same respecting such matters. In that connection each party specifically acknowledges that it has not received any promises, representations, or assurances from the other party or any of the parties, agents or employees, which are not contained herein. No addition or modification of any term or provision hereof shall be effective unless set forth in writing and signed by both parties.

**10. Assignment**

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City.

**11. Termination Upon Assignment**

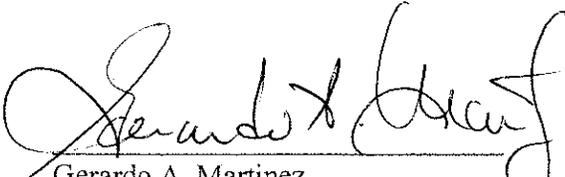
Notwithstanding any other provision of this Agreement, the Agreement shall terminate automatically without prior notice upon the assignment of the Agreement by Contractor without the prior written consent of City.

**12. Severability**

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect. If any provision is held invalid or unenforceable in particular circumstances, it shall nonetheless remain in full force and effect in all other circumstances.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the 19th day of February, 2013.

**Contractor:**

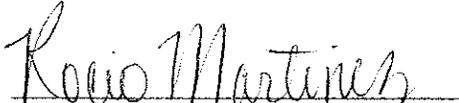
  
\_\_\_\_\_  
Gerardo A. Martinez

**City:**

CITY OF HUNTINGTON PARK,  
A Municipal Corporation

  
\_\_\_\_\_  
René Bobadilla, City Manager

**Attest:**

  
\_\_\_\_\_  
Rocio Martinez, Acting City Clerk

**Approved as to Form:**

  
\_\_\_\_\_  
City Attorney



## SPANISH TRANSLATION SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ **day of August, 2015** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“City”) and Hilda Estrada (hereinafter, “Contractor”). For the purposes of this Agreement City and Contractor may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to City or Contractor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

### RECITALS

**WHEREAS**, Contractor was retained to provide Spanish translation services for the City:

**WHEREAS**, Contractor has proven to be a reliable and highly skilled Spanish translator.

**NOW THEREFORE**, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

#### **1. Duties**

a. Contractor shall attend all regular City Council meetings, which are held on the first and third Monday of each month (subject to change), and provide Spanish translation services as needed.

b. Contractor may provide Spanish translation services at other City Council meetings upon the request of City.

c. Contractor agrees and shall be required to provide sufficient interpreter broadcast units for each City Council meeting. The exact number will vary for each City Council meeting depending upon the number of people who attend and require Spanish translation services. To the extent the number of units required at a City Council hearing exceeds the number of units provided by Contractor, Contractor shall be required to provide the additional units at Contractor’s expense at the next City Council meeting.

## **2. Scope of Services**

Scope of services is set forth in "EXHIBIT A."

## **3. Schedule of Compensation**

Schedule of Compensation is set forth in "EXHIBIT B." The total compensation for the services provided under this Agreement shall not exceed \$32,000

## **4. Schedule of Performance**

Schedule of Performance is set forth in "EXHIBIT C."

## **5. Term**

This Agreement shall have a term of two (2) years commencing from the effective date, unless earlier terminated as set forth in Section 6 of this Agreement. Any amendment to renew or extend the term of this Agreement beyond two (2) years shall be approved by the City Council.

## **6. Termination**

Either party to this Agreement may terminate this Agreement at any time, with or without cause, upon providing the other party with thirty (30) days written notice.

## **7. Abandonment by Contractor**

In the event Contractor ceases to perform the work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, Contractor shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by Contractor in the performance of this Agreement. Furthermore, Contractor shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which City may incur as a result of Contractor's cessation or abandonment, including additional costs above and beyond contracted costs for Spanish translation services under this Agreement associated with securing a Spanish translation service provider due to Contractor's abandonment.

## **8. Assignment**

The skills, training, knowledge and experience of Contractor are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Contractor or on behalf of Contractor in the performance of this

Agreement. In recognition of this interest, Contractor agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of City. In the absence of City's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

## **9. Independent Contractor Status**

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

## **10. Indemnification**

The City and Contractor agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify, defend and protect City as set forth herein. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

## **11. Governing Law and Venue**

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

**12. Attorneys' Fees**

If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

**13. Successors and Assigns**

This Agreement shall be binding on the successors and assigns of the Parties.

**14. No Third Party Benefit**

There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

**15. Severability**

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**16. Amendment; Modification**

No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

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

**CITY OF HUNTINGTON PARK:**

**HILDA ESTRADA:**

By: \_\_\_\_\_  
John A. Ornelas  
Interim City Manager

By: \_\_\_\_\_  
Name: Hilda Estrada

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**I. Contractor will perform the following services:**

- A.** Spanish language interpretation services at all Regular City Council Meetings in accordance with Schedule of Performance in Exhibit "C". Regular City Council Meetings are held on the first and third Mondays (subject to change) of every month starting at approximately 6:00 PM.
- B.** Spanish language interpretation services at City Council Special Meetings, Community Events, Planning Commission Meetings, and Other Meetings as requested by the Contract Officer in accordance with Schedule of Performance in Exhibit "C".
- C.** All equipment necessary for the interpretation services shall be provided by Contractor in the Scope of Services. Contractor agrees and shall be required to provide sufficient interpreter broadcast units for each City Council meeting. The exact number will vary for each City Council meeting depending upon the number of people who attend and require Spanish translation services. To the extent the number of units required at a City Council hearing exceeds the number of units provided by Contractor, Contractor shall be required to provide the additional units at Contractor's expense at the next City Council meeting.

**EXHIBIT "B"**

**SCHEDULE OF COMPENSATION**

**I. Contractor shall perform the Services set forth in Exhibit "A" at the following rates on an as needed basis as requested by the City:**

A. REGULAR CITY COUNCIL MEETINGS

Fixed rate: \$800 per meeting (irrespective of length of meeting).

B. CITY COUNCIL SPECIAL MEETINGS

Hourly rate: \$100 per hour for individual City Council Special Meetings excluding travel time.

C. COMMUNITY EVENTS

Hourly rate: \$100 per hour for individual Community Events excluding travel time.

D. OTHER MEETINGS AS REQUESTED BY THE CONTRACT OFFICER

Hourly rate: \$100 per hour for Other Meetings as requested by the Contract Officer excluding travel time.

**II. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice must, among other things include:**

A. The work performed

B. The date

C. The rate charged

D. The hours worked for City Council Special Meetings, Community Events, and any Other Meetings

E. The identity of the employee who will perform the work

**III. The total compensation for the Services shall not exceed \$32,000 as provided in Section 3 of this Agreement.**

**EXHIBIT "C"**

**SCHEDULE OF PERFORMANCE**

- I. Contractor shall perform all Services at all Regular City Council Meetings held by the City on the first and second Tuesday (subject to change) of every month, starting at approximately 6:00 PM. Contractor shall also perform services at City Council Special Meetings, Community Events, Planning Commission Meetings, and Other Meetings as requested by the Contract Officer.
  
- III. Contractor shall be prepared with all necessary equipment operational prior to each meeting.
  
- IV. The term of this Agreement shall not exceed two (2) years from the date of commencement of this Agreement.

Any amendment to renew or extend the term of this Agreement beyond two (2) years shall be approved by the City Council.

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
8-3-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ACTION DOOR REPAIR CORP.	10594	111-6022-451.43-10	REC CENTER DOOR REPAIR	510.52	N
				<b>510.52</b>	
ADAMSON POLICE PRODUCTS	SC037885	111-7045-421.61-20	POLICE VESTS	9,000.00	N
	SC037885	225-7010-421.74-10	POLICE VESTS	13,911.80	N
				<b>22,911.80</b>	
ADAPT CONSULTING, INC.	21910B	287-8057-432.61-20	TIRE GAUGES	1,144.44	N
				<b>1,144.44</b>	
ADIR INTERNATIONAL EXPORT LTD	7/1/14-12/30/14	111-5030-465.56-33	SEMI ANNUAL SALES TAX	7,927.95	N
	7/1/14-12/30/14	111-5030-465.56-33	SEMI ANNUAL SALES TAX	13,926.00	N
				<b>21,853.95</b>	
ADRIAN SOLANO	19999-25324	681-0000-228.70-00	FINAL BILL REFUND	83.03	N
				<b>83.03</b>	
ADVANCED ELECTRONICS, INC.	0151792-IN	111-7030-421.61-20	RADIO REPAIR CHARGES	92.40	N
	0151790-IN	111-7030-421.61-20	RADIO REPAIR CHARGES	92.40	N
	0151791-IN	111-7030-421.61-20	RADIO REPAIR CHARGES	92.40	N
				<b>277.20</b>	
AFSCME COUNCIL 36	PPE 7/19/15	802-0000-217.60-10	EMPLOYEE AFSCME DUES	648.00	Y
				<b>648.00</b>	
AMERI PRIDE UNIFORM SERVICES INC	1401137803	111-8020-431.61-20	UNIFORM RENTAL SERVICES	105.43	N
	1401137803	741-8060-431.43-20	UNIFORM RENTAL SERVICES	30.98	N
	1401142924	111-8020-431.16-20	UNIFORM RENTAL SERVICES	103.68	N
	1401142924	741-8060-431.61-20	UNIFORM RENTAL SERVICES	30.98	N
	1401148420	111-8020-431.16-20	UNIFORM RENTAL SERVICES	153.68	N
	1401148420	741-8060-431.61-20	UNIFORM RENTAL SERVICES	30.98	N
	1401153531	111-8020-431.16-20	UNIFORM RENTAL SERVICES	149.43	N
	1401153531	741-8060-431.61-20	UNIFORM RENTAL SERVICES	30.98	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
8-3-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>636.14</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 7/19/15	802-0000-217.50-40	EMPLOYEE CANCER INSURANCE	106.58	Y
				<b>106.58</b>	
ANGELA CORNEJO	7/6/15	111-0110-411.61-20	REIMBURSE-COFFEE SUPPLIES	34.98	N
	7/9/15	111-0110-411.61-20	REIMBURSE-SUPPLIES	17.97	N
				<b>52.95</b>	
ARROWHEAD MOUNTAIN SPRING WATER CO.	05G0030225171	111-3010-415.61-20	DRINKING WATER-FINANCE	97.86	N
				<b>97.86</b>	
ARROYO BACKGROUND INVESTIGATIONS	661	111-7010-421.56-41	POST BCKG INVESTIGATION	800.00	N
	654	111-7010-421.56-41	BACKGROUND INVESTIGATION	2,400.00	N
				<b>3,200.00</b>	
AT&T	6777869	111-9010-419.53-10	Acct # C602225407777	3,613.59	N
	6777870	111-7010-421.53-10	Acct # C602225408777	1,783.75	N
	6761392	286-8050-432.61-20	Acct # 3222438	200.92	N
	6777873	681-8030-461.53-10	Acct # C602225411777	214.36	N
	6777872	681-8030-461.53-10	Acct # C602225410777	46.61	N
				<b>5,859.23</b>	
AT&T MOBILITY	X07142015	111-9010-419.53-10	Acct # 832433777	1,171.98	N
	X06142015	111-9010-419.53-10	Acct # 832433777	1,236.85	N
				<b>2,408.83</b>	
AT&T PAYMENT CENTER	7/7/15-8/6/15	111-9010-419.53-10	ACCT# 337 841 4292 333 3	78.63	N
	7/7/15-8/6/15	111-9010-419.53-10	ACCT# 337 841 4289 333 8	189.86	N
	7/7/15-8/6/15	111-9010-419.53-10	ACCT# 337 841 4288 333 9	98.36	N
	7/7/15-8/6/15	111-9010-419.53-10	ACCT# 337 841 4287 333 0	32.33	N
	7/7/15-8/6/15	111-9010-419.53-10	ACCT# 337 841 4286 333 1	32.33	N
	7/7/15-8/6/15	111-9010-419.53-10	ACCT# 337 841 4285 333 2	32.33	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
8-3-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
	7/7/15-8/6/15	111-9010-419.53-10	ACCT# 337 841 4284 333 3	32.33	N
				<b>496.17</b>	
AY NURSERY INC.	87202	535-6090-452.61-20	STREET TREES-6819 MILES	270.00	N
				<b>270.00</b>	
BENEFIT ADMINISTRATION CORPORATION	6026118-IN	111-0230-413.56-41	JUN 15 ADMIN FEES	50.00	N
				<b>50.00</b>	
BLACK AND WHITE EMERGENCY VEHICLES	786	231-7060-421.61-20	FORD ESCAPE EQUIPMENT	3,854.63	N
	787	111-7030-421.56-41	VEHICLE EQUIPMENT	3,428.07	N
	815	111-7030-421.56-41	HONDA EQUIPMENT	3,970.38	N
				<b>11,253.08</b>	
CAL PLATE	0044414-IN	741-8060-431.43-20	7" DIA HP SEALS	231.45	N
				<b>231.45</b>	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 06-21-2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	64,186.02	N
	PPE 06-21-2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	22,509.44	N
	PPE 06-21-2015	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	34,573.04	N
	PPE 06-21-2015	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	25,198.05	N
	PPE 06-21-2015	802-0000-217.10-10	EMPLOYEE RETIREMENT BENEF	74,410.52	N
	14565416	111-7010-421.24-50	UNFUNDED LIABILITY	89,930.00	N
				<b>310,807.07</b>	
CALIFORNIA ASSOCIATION OF TACTICAL	OCT 12-16 2015	111-7010-421.59-20	REGISTRATION-C. WASIK	510.00	N
	OCT 12-16 2015	111-7010-421.59-20	REGISTRATION-G. PRADO	510.00	N
				<b>1,020.00</b>	
CALIFORNIA TRANSPORT REFRIGERATION	19584	741-8060-431.43-20	REPAIR AC ON UNIT # 369	1,803.86	N
				<b>1,803.86</b>	
CALPERS	1796	802-0000-218.10-10	AUGUST 15 HEALTH PREMIUM	139,384.49	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
8-3-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
	1796	746-0213-413.56-41	AUGUST 15 ADMIN FEES	445.67	N
	1796	217-0230-413.28-00	AUGUST 15 HEALTH PREMIUM	130,649.09	N
	1796	217-0230-413.56-41	AUGUST 15 -ADMIN FEES	445.66	N
	1770	802-0000-218.10-10	ACTIVE EMPLOYEES	143,764.44	N
	1770	746-0213-413.56-41	ADMIN FEE- ACTIVE EMPLO	484.48	N
	1770	217-0230-413.28-00	RETIREE	132,237.50	N
	1770	217-0230-413.56-41	ADMIN FEES FOR RETIREE	484.48	N
				<b>547,895.81</b>	
CANON	15096365	111-3011-419.43-05	COPIER LEASE- JULY 15	332.02	N
	15096365	681-3022-415.43-05	COPIER LEASE- JULY 15	332.02	N
				<b>664.04</b>	
CAPITAL ONE PUBLIC FUNDING	2039716	535-9025-431.81-10	MEAURE L BOND PAYMENT	139,077.72	Y
	2039716	535-9025-431.80-70	MEAURE L BOND PAYMENT	228,293.80	Y
				<b>367,371.52</b>	
CDW GOVERNMENT, INC.	WN18385	111-7040-421.61-32	VIEWSONIC PARTS (QTY2)	366.54	N
				<b>366.54</b>	
CELL BUSINESS EQUIPMENT	IN1698343	111-7010-421.44-10	2 TONERS -OCE IM4512	20.30	N
	IN1698911	111-7010-421.44-10	COLOR COPIER/EQUIPMENT	480.66	N
	IN1694634	111-7010-421.44-10	COLOR COPIER CHARGES	417.62	Y
				<b>918.58</b>	
CHRISTOPHER M. LISNER	8/10/15-8/13/15	111-7010-421.59-15	PER DIEM-C. LISNER	200.00	N
				<b>200.00</b>	
CIRILO EPIFANIO	16753-24688	681-0000-228.70-00	FINAL BILL REFUND	80.59	N
				<b>80.59</b>	
CITY OF HUNTINGTON PARK - STANDARD	PPE 7/19/15	802-0000-217.50-70	ADDITIONAL LIFE INSURANCE	741.29	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
8-3-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>741.29</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 7/19/15	802-0000-217.30-30	EMPLOYEE MEDICARE 125 DED	424.00	Y
				<b>424.00</b>	
CITY OF HUNTINGTON PARK GEA	PPE 7/19/15	802-0000-217.60-10	EMPLOYEE GEA DUES	128.55	Y
				<b>128.55</b>	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 7/19/15	802-0000-217.60-50	PREPAID LEGAL DEDUCTION	133.82	N
				<b>133.82</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 7/19/15	802-0000-217.50-40	EMPLOYEE SUPPLE INSURANCE	1,614.40	Y
				<b>1,614.40</b>	
DANIEL RODRIGUEZ	8/5/15-8/8/15	111-7010-421.59-20	PER DIEM-D. RODRIGUEZ	140.00	N
				<b>140.00</b>	
DAPEER, ROSENBLIT & LITVAK	9942	239-7055-424.32-50	CODE ENFORCEMENT MATTERS	299.70	N
	9950	239-7055-424.32-50	APR 15 LEGAL SERVICES	1,402.58	N
	9943	239-7055-424.32-50	APR 15 POLICE MATTERS	2,009.04	N
	10156	239-7055-424.32-50	JUN 15 POLICE MATTERS	937.50	N
	10155	239-7055-424.32-50	JUN 15 CODE ENFORCEMENT	17.50	N
	10052	239-7055-424.32-50	MAY 15 SPECIAL LEGAL SRVC	237.26	N
	10048	239-7055-424.32-50	MAY 15 CODE ENFORCEMENT	228.36	N
	10049	239-7055-424.32-50	MAY 15 POLICE MATTERS	281.00	N
				<b>5,412.94</b>	
DATA TICKET INC.	62840	111-7065-441.56-41	JUN 15 CITATION PROCESS	221.00	N
				<b>221.00</b>	
DATAPROSE, INC.	DP1501718	681-3022-415.53-20	WATER BILLS & POSTAGE	1,514.74	N
	DP1501718	681-3022-415.56-41	WATER BILLS & POSTAGE	972.20	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
8-3-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>2,486.94</b>	
DAVID C. HALL, PHD, A PSYCHOLOGICAL	7/9/2015	745-9030-413.56-41	WORKER'S COMP EVALUATION	125.00	N
				<b>125.00</b>	
DE LAGE LANDEN	46273261	111-7010-421.44-10	FINANCIAL SRVCS-JULY 15	1,733.18	N
				<b>1,733.18</b>	
DEPARTMENT OF JUSTICE	106742	111-7030-421.56-41	FINGERPRINT APPS	885.00	Y
				<b>885.00</b>	
DEPARTMENT OF MOTOR VEHICLES	7/20/2015	741-8060-431.43-20	REGISTRATION-COMBI BUSES	340.00	Y
				<b>340.00</b>	
DONALD H. MAYNOR	DHM 6928	111-3013-415.56-41	UUT-LEGAL SERVICES	1,599.41	N
				<b>1,599.41</b>	
DUNCAN SOLUTIONS, INC.	DPT022958	231-7060-421.61-20	LIBERTY METER AUTOTRAX	391.00	N
				<b>391.00</b>	
EDUARDO GUERRERO	8/10/15-8/13/15	111-7010-421.59-15	PER DIEM-E.GUERRERO	200.00	N
				<b>200.00</b>	
EDWIN RUANO	7546	111-8022-419.43-10	REPAIR PATCH CARPET	175.00	N
	7545	111-8022-419.43-10	REPAIR PATCH CARPET	175.00	N
				<b>350.00</b>	
ENNIS TRAFFIC SAFETY SOLUTIONS	287782	221-8012-429.61-20	TRAFFIC SIGNAL PARTS	14,773.90	N
				<b>14,773.90</b>	
ENTERPRISE FM TRUST	FBN2810153	226-9010-419.74-20	MONTHLY LEASE CHARGES	1,152.75	N
	FBN2810153	229-7010-421.74-10	MONTHLY LEASE CHARGES	691.27	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>1,844.02</b>	
ERGOGENESIS WORKPLACE SOLUTIONS	444484	111-7022-421.61-27	3500 SERIE E SLIDER MERCH	885.48	N
	44483	111-7022-421.61-27	2 SEAT E SLIDER MECH	1,770.96	N
				<b>2,656.44</b>	
EWING IRRIGATION PRODUCTS, INC.	49510	535-6090-452.61-20	REPLACE OLD MANUAL VALVES	956.88	N
				<b>956.88</b>	
F&A FEDERAL CREDIT UNION	PPE 7/19/15	802-0000-217.60-40	CREDIT UNION DEDUCTION	17,091.50	Y
				<b>17,091.50</b>	
FAIR HOUSING FOUNDATION	JUNE 2015	239-5210-463.57-87	HOUSING RIGHTS COUNSELING	923.38	N
				<b>923.38</b>	
FIELD ASSET SERVICES LLC	21931-2490	681-0000-228.70-00	FINAL BILL REFUND	89.60	N
				<b>89.60</b>	
GARDA CL WEST, INC.	10064170	681-3022-415.33-10	ARMORED TRANSPORTATION	636.65	N
	20087363	681-3022-415.33-10	EXCESS TIME-ARMORED GUARD	227.21	N
				<b>863.86</b>	
GAREY STAAL	8/10/15-8/13/15	111-7010-421.59-15	PER DIEM-G. STAAL	200.00	N
				<b>200.00</b>	
GERARDO A. PRADO	8/10/15-8/13/15	111-7010-421.59-15	PER DIEM-G. PRADO	200.00	N
				<b>200.00</b>	
GRAINGER	9780757085	111-7020-421.43-10	EXIT MIRROR-PD GATE	299.33	N
	9763641397	741-8060-431.43-20	SIX PAIRS OF COVERALL	109.98	N
	9763272698	111-8010-431.61-20	SIX SAFETY HARD HATS	88.64	N
				<b>497.95</b>	

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
HECTOR BARILLAS	3186951	111-0000-351.10-10	PARKING TICKET REFUND	152.50	N
				<b>152.50</b>	
HERNANDEZ SIGNS, INC.	1603	741-8060-431.43-20	3 SETS OF DECALS PD UNITS	1,716.75	N
				<b>1,716.75</b>	
HF&H CONSULTANTS, LLC	9713347	112-8026-431.32-70	MAY 15 PROFESSIONAL SRVC	6,916.84	N
	9713218	112-8026-431.32-70	MAR 15 PROFESSIONAL SRVC	4,457.85	N
	9713396	112-8026-431.32-70	JUN 15 PROFESSIONAL SRVC	1,226.61	N
				<b>12,601.30</b>	
HILLAR AND ERIKA UNT	8553-13258	681-0000-228.70-00	FINAL BILL REFUND	32.49	N
				<b>32.49</b>	
HOSE-MAN, INC.	4127546-001-04	741-8060-431.43-20	TAMPER PROOF KNOB UNIT351	29.84	N
				<b>29.84</b>	
HUMBERTO LOZANO	8/5/15-8/8/15	111-7010-421.59-20	PER DIEM-H. LOZANO	140.00	N
				<b>140.00</b>	
HUNTINGTON PARK CAR WASH	5/1/15-5/31/15	741-8060-431.43-20	FLEET CAR WASH	399.00	N
	6/1/15-6/30/15	741-8060-431.43-20	FLEET CAR WASH	470.00	N
				<b>869.00</b>	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 7/19/15	802-0000-217.60-10	EMPLOYEE ASSOCIATION DUES	65.00	Y
				<b>65.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 7/19/15	802-0000-217.60-10	EMPLOYEE ASSOCIATION DUES	4,193.71	Y
				<b>4,193.71</b>	
HYUNDAI MOTOR FINANCE	AUG-15	111-0210-413.15-50	ACCT #1210457940	576.33	Y
				<b>576.33</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
IBE DIGITAL	35156A 1	111-1010-411.61-20	KONICA COPY MACHINE TONER	13.08	N
				<b>13.08</b>	
ICRMA	20016-0013	745-9031-413.52-20	2015/2016 DEPOSIT PREMIUM	590,031.00	N
	20016-0013	745-9031-413.52-10	2015/2016 DEPOSIT PREMIUM	233,563.00	N
	20016-0013	745-9030-413.26-00	2015/2016 DEPOSIT PREMIUM	171,580.00	N
				<b>995,174.00</b>	
INDEPENDENT CITIES ASSOCIATION	2015-22	111-0240-466.59-15	ANNUAL MEMBERSHIP	2,697.00	N
				<b>2,697.00</b>	
ISIS CASAS GARCIA	3185645	111-0000-351.10-10	PARKING TICKET REFUND	47.50	N
	3185643	111-0000-351.10-10	PARKING TICKET REFUND	57.50	N
	3185644	111-0000-351.10-10	PARKING TICKET REFUND	57.50	N
				<b>162.50</b>	
JACK'S MUFFLER SERVICE	6883	741-8060-431.43-20	UNIT # 941 PIPE REPAIR	168.10	N
				<b>168.10</b>	
JCL TRAFFIC	78822	221-8012-429.61-20	127-28 SLIM ORANGE CONES	1,998.93	N
				<b>1,998.93</b>	
JESUS GUTIERREZ	8/5/15-8/8/15	111-7010-421.59-20	PER DIEM-J. GUTIERREZ	140.00	N
	8/10/15-8/13/15	111-7010-421.59-15	PER DIEM-J. GUTIERREZ	200.00	N
				<b>340.00</b>	
JOEL GORDILLO	JULY 2015	111-0210-413.56-41	FILM & BROADCAST -MEETING	1,650.00	N
				<b>1,650.00</b>	
JOSE JIMENEZ	20657-14102	681-0000-228.70-00	FINAL BILL REFUND	23.21	N
				<b>23.21</b>	
KETCH-ALL COMPANY	42252	111-7065-441.61-20	ANIMAL CONTROL SUPPLIES	430.30	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>430.30</b>	
KEYSTONE UNIFORM DEPOT	104050	111-7022-421.61-29	PD UNIFORM SUPPLIES	1,501.71	N
	14247	111-7022-421.61-24	PD BATON AND HOLDER	178.78	N
				<b>1,680.49</b>	
KURT J. CAMP	HP00077	111-7030-421.56-41	7 PRINTS LAFIS DATABASE	350.00	N
				<b>350.00</b>	
LA COUNTY SHERIFF'S DEPT	155115SS	111-7022-421.56-41	INMATE MEAL SERVICE	792.25	N
				<b>792.25</b>	
LACMTA	800060896	219-0250-431.58-50	APR 15 S/D TAP SALES	6,860.00	N
	800061080	219-0250-431.58-50	MAY 15 S/D TAP SALES	4,840.00	N
	800061228	219-0250-431.58-50	JUN 15 S/D TAP SALES	5,420.00	N
				<b>17,120.00</b>	
LAWRENCE, BEACH, ALLEN & CHOI,PC	51870	745-9031-413.32-70	LEGAL SERVICES-APRIL 15	457.90	N
	51743	745-9031-413.32-70	LEGAL SERVICES-APRIL 15	2,165.00	N
				<b>2,622.90</b>	
LB JOHNSON HARDWARE CO #1	674003	535-6090-452.61-20	PARTS-FURNITURE DOLLY	346.73	N
	674237	535-6090-452.61-20	DIGITAL TRANSMITTER	23.99	N
	674573	535-6090-452.61-20	SNAP KNIFE	14.16	N
	673270	741-8060-431.43-20	CABLE FOR VEHICLE	30.45	N
	674323	741-8060-431.43-20	FITTINGS FOR UNIT #351	17.52	N
				<b>432.85</b>	
LENTZ LOCKSMITH SERVICE	10326	741-8060-431.43-20	KEYS FOR CITY YARD	59.95	N
				<b>59.95</b>	
LEXIPOL LLC	13968	111-7010-421.56-41	TRAINING BULLETINS	5,400.00	N

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>5,400.00</b>	
LGP EQUIPMENT RENTALS INC	35075	111-8010-431.61-20	4CY OF CONCRETE & TRAILER	620.00	N
	33155	111-8010-431.61-20	2 DAY RENTAL OF ARROW	229.90	N
				<b>849.90</b>	
LINGO INDUSTRIAL ELECTRONICS	32245	221-8014-429.61-20	TRAFFIC LAMPS	385.86	N
				<b>385.86</b>	
LOGAN SUPPLY COMPANY, INC.	84723	111-8022-419.43-10	PAINTING SUPPLIES	114.12	N
	54809	535-6090-452.61-20	SAFETY EAR PLUGS	29.98	N
	84626	535-8016-431.61-45	CABINET LOCKS	51.34	N
				<b>195.44</b>	
LOS ANGELES COUNTY RR/CC	15-2099	111-1010-411.31-10	MAR 15 SPECIAL ELECTIONS	91,518.91	N
				<b>91,518.91</b>	
LOS ANGELES TIMES	6/16/15-8/10/15	111-3013-415.54-00	ACCT #010062439651	16.00	N
				<b>16.00</b>	
LOZADA'S TRANSMISSIONS INC.	2636	741-8060-431.43-20	REPAIRS POLICE UNIT	511.33	N
	3631	741-8060-431.43-20	REPAIR FOR UNIT # 962	300.35	N
	3589	741-8060-431.43-20	REPAIR FOR UNIT #941	98.15	N
				<b>909.83</b>	
MALADY TRUCK PARTS INC.	122727	741-8060-431.43-20	TAIL & STOP LIGHTS	564.51	N
				<b>564.51</b>	
MARGARITA AVITIA	10385-5426	681-0000-228.70-00	CREDIT BALANCE REFUND	50.00	N
	10447-24620	681-0000-228.70-00	CREDIT BALANCE REFUND	20.00	N
				<b>70.00</b>	
MARIA RODRIGUEZ DE LOZOYA	3180703	111-0000-351.10-10	PARKING TICKET REFUND	138.00	N

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>138.00</b>	
MARIA VALENCIA	7/1-6/30/2015	219-0250-431.64-00	MILEAGE REIMBURSEMENT	18.98	N
				<b>18.98</b>	
MATSUMOTO CONSULTING LLC	HP 07/02/15	111-3013-415.56-41	PROFESSIONAL SRVCS-JUNE15	18,940.00	Y
				<b>18,940.00</b>	
MAURICIO DURAZO	21607-2450	681-0000-228.70-00	FINAL BILL REFUND	77.63	N
				<b>77.63</b>	
MCCULLAH FENCE COMPANY	20150704	535-6090-452.61-20	TEMPORARY FENCE RENTAL	1,985.00	N
	20150706	535-6090-452.61-20	FENCE REPAIRS	700.00	N
				<b>2,685.00</b>	
MILE HIGH SHOOTING	40961	111-7010-421.61-22	FEDERAL GOLD MEDALS	1,420.00	N
				<b>1,420.00</b>	
MIRACLE PLAYGROUND SALES OF	764220	535-6090-452.61-20	HARDWARE SECTIONAL SLIDE	53.12	N
				<b>53.12</b>	
MONEY SYSTEMS TECHNOLOGY INC.	001743	231-7060-421.43-05	TOP FOR CANISTER	173.05	N
				<b>173.05</b>	
MR. HOSE INC.	93805	741-8060-431.43-20	1 HOSE & FITTING UNIT 351	40.27	N
				<b>40.27</b>	
MUNISERVICES, LLC	38019	111-3013-415.56-41	UUT FIXED FEE- APR-JUNE15	4,798.22	N
				<b>4,798.22</b>	
NACHO'S LOCK & KEY SERVICE	824320	741-8060-431.43-20	COPY OF KEY-UNIT # 194	5.00	N
				<b>5.00</b>	

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
NATION WIDE RETIREMENT SOLUTIONS	PPE 7/19/15	802-0000-217.40-10	EMPLOYEE DEFERRED COMP	18,678.91	Y
				<b>18,678.91</b>	
NIXON-EGLI EQUIPMENT CO	P09172	741-8060-431.43-20	1 NEW HOSE REEL	986.96	N
				<b>986.96</b>	
OLIVAREZ MADRUGA, LLP	13036	111-0220-411.32-70	JUN 15 GEN LEGAL SERVICES	646.00	N
				<b>646.00</b>	
PAC HP HOLDINGS LLC	CITY01	111-7022-421.44-10	RENT CHARGE-AUGUST 2015	115.76	N
				<b>115.76</b>	
PACIFIC SPORTSWEAR	19669-25322	681-0000-228.70-00	FINAL BILL REFUND	161.49	N
				<b>161.49</b>	
PAUL WEINRICH	8/5/15-8/8/15	111-7010-421.59-20	PER DIEM-P. WEINRICH	140.00	N
				<b>140.00</b>	
PENSKE CHEVROLET	181849	741-8060-431.43-20	PARTS FOR UNIT # 978	442.39	N
	181483	741-8060-431.43-20	PARTS FOR UNIT # 978	467.41	N
	181382	741-8060-431.43-20	PARTS FOR UNIT # 194	37.67	N
	181301	741-8060-431.43-20	PARTS FOR UNIT # 978	69.48	N
	181166	741-8060-431.43-20	PARTS FOR UNIT # 369	49.63	N
	181110	741-8060-431.43-20	PARTS FOR UNIT # 978	515.71	N
				<b>1,582.29</b>	
PIRTEK COMMERCE SOUTH	S2116329.001	741-8060-431.43-20	VEHICLE SRVC UNIT #351	193.50	N
				<b>193.50</b>	
PITNEY BOWES INC.	1643 4721 88 8	111-7040-421.56-41	TAPE TRIPS (4 BOXES)	170.44	N
				<b>170.44</b>	
PRUDENTIAL OVERALL SUPPLY	50755924	111-7010-421.61-20	MAT 4x6 LOGO	17.87	N

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>17.87</b>	
PSYCHOLOGICAL CONSULTING ASSOC, INC	521638	111-7022-421.56-41	PRE-EMPLOYMENT PSYCH	400.00	N
				<b>400.00</b>	
PURCHASE POWER	7/12/2015	111-7040-421.56-41	ACCT #800 9000 0114 2607	637.33	N
				<b>637.33</b>	
QUALITY CODE PUBLISHING LLC	2015-217	111-1010-411.56-41	SUPPLEMENTAL HP CODE	1,029.51	N
				<b>1,029.51</b>	
RAO R. YALAMANCHILI	20329-21862	681-0000-228.70-00	FINAL BILL REFUND	156.11	N
				<b>156.11</b>	
RG INDUSTRIES,LLC	9096	535-8016-431.61-45	STREET LIGHTBREAKERS	822.95	N
				<b>822.95</b>	
RICK CURIEL	6/28/2015	111-7030-421.61-20	PURCHASE REIMBURSEMENT	46.52	N
				<b>46.52</b>	
RIO HONDO COLLEGE	X15-14-ZHPK	111-7010-421.59-10	SUPERVISOR COURSE FEES	103.00	N
	1415RANGEHUNT22	111-7010-421.56-41	RANGE USAGE	900.00	N
				<b>1,003.00</b>	
RODRIGO MACIAS	3175940	111-0000-351.10-10	PARKING TICKET REFUND	37.50	N
				<b>37.50</b>	
RUTAN & TUCKER, LLP	721766	111-0220-411.32-70	JUN 15 GEN LEGAL SERVICES	682.18	N
	721770	681-8030-461.32-70	PENSION TAX LEGISLATION	569.34	N
	721769	681-8030-461.32-70	ZOE AVE. SINKHOLE	2,290.32	N
	721901	681-8030-461.32-70	STORMWATER REGULATORY	2,200.00	N
	721767	681-8030-461.32-70	WRD MATTER	400.00	N

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>6,141.84</b>	
SAFETY KLEEN	67248714	741-8060-431.43-20	5 GALL BRAKE CLEANER	524.10	N
				<b>524.10</b>	
SANDOVAL AND SIGNS, INC.	30602	231-3024-415.61-20	RUGBY PARKING STRUCTURE	1,561.04	N
				<b>1,561.04</b>	
SEVERN TRENT ENVIRONMENTAL SERVICES	STED 2079811	283-8040-432.56-41	2ND QUARTER SEWER	4,613.05	N
				<b>4,613.05</b>	
SHELL	93055663507	741-8060-431.62-30	ACCT # 093 055 663	85.98	Y
				<b>85.98</b>	
SMART & FINAL	7/3/15	111-6020-451.61-35	FOOD SUPPLIES	41.02	N
	7/7/15	111-6020-451.61-35	FOOD SUPPLIES	65.22	N
				<b>106.24</b>	
SO CAL TRIUMPH. INC	11507616	741-8060-431.43-20	BATTERY INSTALLATION	175.30	N
	11503504	741-8060-431.43-20	CLUTCH REPAIRS	928.39	N
				<b>1,103.69</b>	
SOUTH COAST AIR QUALITY MGMT DISTR.	2851516	741-8060-431.43-20	ANNUAL OPERATING FEES	551.44	N
	2852754	741-8060-431.43-20	EMMISSIONS FEE	121.44	N
				<b>672.88</b>	
SOUTHEAST CHURCHES SERVICES CENTER	APR-JUNE 2015	239-5210-463.57-83	EMERGENCY FOOD SERVICES	2,450.00	N
				<b>2,450.00</b>	
SOUTHERN CALIFORNIA EDISON	L8702	535-8016-431.62-10	EDISON STREET LIGHT	1,929.94	N
	5/19/15-6/18/15	111-8020-431.62-10	ACCT # 2 01 855 1671	1,394.64	N
	5/28/15-6/26/15	535-8016-431.62-10	ACCT #2 28 688 4416	36.17	N
	5/6/15-6/5/15	535-8016-431.62-10	ACCT # 2 28 120 2671	16,961.44	N

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
	4/20/15-5/18/15	681-8030-461.62-20	ACCT 2 28 120 2671	16,066.27	N
	5/22/15-6/23/15	111-8022-419.62-10	CITY HALL LIGHTS	213.24	N
	5/4/15-6/3/15	681-8030-461.62-20	ACCT # 2 03 995 0639	17,899.60	N
	4/30/15-6/1/15	111-6022-451.62-10	ACCT # 2 03 995 0639	5,693.48	N
	5/7/15-6/8/15	111-8022-419.62-10	ACCT # 2 03 995 0639	1,296.81	N
				<b>61,491.59</b>	
SPARKLETTS	4532412062515	111-1010-411.61-20	WATER SERVICES	8.83	N
				<b>8.83</b>	
STACY MEDICAL CENTER	3160-12364	111-7022-421.56-15	INMATE MEDICAL EXAMS	290.00	N
	3160-12358	111-7022-421.56-15	PRE-BOOKING EXAMS	1,710.00	N
	3160-12355	111-7022-421.56-15	CUSTODY BLOOD DRAW	1,110.00	N
	3160-12876	111-7022-421.56-15	PRE-BOOKING EXAM	855.00	N
				<b>3,965.00</b>	
STANDARD GLASS & MIRROR	7/6/15	111-6022-451.43-10	WINDOWS REPAIR-REC CENTER	92.44	N
	7/15/2015	111-6022-451.43-10	MIRROR REPAIR-REC CENTER	209.00	N
	7/22/2015	111-8022-419.43-10	WINDOW REPAIR CITY HALL	301.27	N
				<b>602.71</b>	
STOVER SEED COMPANY	850973	535-6090-452.61-20	HYDROSEED TURF SEED	1,907.50	N
				<b>1,907.50</b>	
SUNSET VANS INC.	9259	741-8060-431.43-20	UNIT # 369 MAINT SERVICE	90.00	N
	9258	741-8060-431.43-20	UNIT # 978 MAINT SERVICE	90.00	N
	9256	741-8060-431.43-20	UNIT # 941 MAINT SERVICE	90.00	N
	9260	741-8060-431.43-20	UNIT # 962 MAINT SERVICE	90.00	N
	9255	741-8060-431.43-20	UNIT # 963 MAINT SERVICE	90.00	N
	9297	741-8060-431.43-20	UNIT # 960 MAINT SERVICE	90.00	N
	9295	741-8060-431.43-20	UNIT # 962 MAINT SERVICE	25.63	N
	9296	741-8060-431.43-20	UNIT # 963 MAINT SERVICE	30.00	N

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>595.63</b>	
SUPERIOR COURT OF CALIFORNIA	JANUARY 2015	111-3010-415.56-10	PARKING CITATION SURCHARG	21,037.50	N
				<b>21,037.50</b>	
SUSAN CRUM	7/21/15	111-0210-413.61-20	REIMBURSEMENT	65.64	N
	7/15/15	111-0210-413.61-20	REIMBURSEMENT	42.00	N
	7/23/15	111-0210-413.61-20	REIMBURSEMENT	25.00	N
				<b>132.64</b>	
TEAM OUTFITTERS	5900	111-7010-421.61-21	STUDENT UNIFORMS	2,365.30	N
				<b>2,365.30</b>	
TELEPACIFIC COMMUNICATIONS	68870970-0	111-9010-419.53-10	ACCT#130418-INTERNET SRVC	1,182.96	N
	68870970-0	111-7010-421.53-10	ACCT#130418-INTERNET SRVC	1,107.87	N
				<b>2,290.83</b>	
THE FLAG SHOP	17741	111-7010-421.61-21	12" x 25" PLATOON GUIDON	133.53	N
				<b>133.53</b>	
THE GAS COMPANY	6/17/15	111-6022-451.62-10	ACCT # 069 922 7211 9	412.08	N
	6/17/15	111-8022-419.62-10	ACCT # 069 922 7211 9	481.51	N
	6/17/15	111-7020-421.62-10	ACCT # 069 922 7211 9	430.25	N
				<b>1,323.84</b>	
TIERRA WEST ADVISORS, INC	HP-0515	222-4010-431.56-41	MAY 15 PROFESSIONAL SRVCS	15,071.44	N
	HP-0615	222-4010-431.56-41	JUN 15 PROFESSIONAL SRVCS	15,585.00	N
				<b>30,656.44</b>	
TRAFFIC PARTS	405556	221-8014-429.61-20	TRAFFIC SIGNAL LAMPS	110.69	N
				<b>110.69</b>	
TYCO INTEGRATED SECURITY	24660625	111-7010-421.56-41	ALARM SYSTEM SERVICES	3,163.42	N

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>3,163.42</b>	
U.S. BANK	PPE 7/19/15	802-0000-217.30-20	PT EMPLOYEE PARS DEDUCTIO	2,311.15	Y
	PPE 7/19/15	802-0000-217.30-20	EMPLOYEE PARS DEDUCTION	2,491.35	Y
	PPE 7/19/15	802-0000-218.10-05	EMPLOYER PARS CONTRIBUTIO	7,953.49	Y
	PPE 7/19/15	802-0000-218.10-05	PARS ENHANCE CONTRIBUTION	3,275.00	Y
				<b>16,030.99</b>	
U.S. HEALTH WORKS	2734089-CA	111-0230-413.56-41	PE-DOT EXAM RENEWAL	70.00	N
				<b>70.00</b>	
ULINE	68797169	111-7022-421.61-27	POLYBAG 1M/CT	161.93	N
				<b>161.93</b>	
UNITED PACIFIC WASTE & RECYCLING	1729918	111-8010-431.56-41	CURBSIDE REFUSE-PACIFIC	16,680.00	N
	1720974	111-8010-431.56-41	CURBSIDE REFUSE-PACIFIC	16,680.00	N
				<b>33,360.00</b>	
UNITED WAY OF GREATER	PPE 7/19/15	802-0000-217.60-20	EMPLOYEE UNITED WAY	15.00	N
				<b>15.00</b>	
UPS	0000F911X6275	111-7010-421.61-20	SHIPPING CHARGES	1.62	N
	0000F911X6285	111-7010-421.61-20	SHIPPING CHARGES	32.20	N
				<b>33.82</b>	
US BANK CORPORATE TRUST SERVICES	7/2/2015	216-9010-419.80-50	2005 SERIES A BOND PYMNT	1,050,000.00	Y
	7/2/2015	216-9010-419.81-10	2005 SERIES A BOND PYMNT	528,462.00	Y
				<b>1,578,462.00</b>	
V & V MANUFACTURING, INC.	41382	111-7010-421.61-20	HP POLICE BADGE	170.06	N
				<b>170.06</b>	
VALLARTA COLLISION & BODY SHOP INC.	44191	741-8060-431.43-20	UNIT #350 BUMPER REPAIR	532.00	N

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
	38010	741-8060-431.43-20	UNIT # 450 BUMPER REPAIR	822.85	N
				<b>1,354.85</b>	
VERMONT SYSTEMS, INC.	46787	111-6010-451.43-05	MAINTEN TRAC SOFTWARE	2,807.14	N
				<b>2,807.14</b>	
VICTOR ORDAZ	19411-7454	681-0000-228.70-00	FINAL BILL REFUND	67.87	N
				<b>67.87</b>	
VULCAN MATERIALS COMPANY	70805167	111-8010-431.61-20	CONCRETE MATERIALS	168.21	N
	70805166	111-8010-431.61-20	CONCRETE MATERIALS	81.05	N
	70817458	111-8010-431.61-20	CONCRETE MATERIALS	277.95	N
				<b>527.21</b>	
WELLS FARGO	6/19/2015	111-7022-421.61-27	FINANCE/LATE CHARGES-PD	120.46	N
	L00AB58WJ	111-7022-421.61-27	LODGING-E. GUERRERO	84.00	N
	L00AB58WS	111-7022-421.61-27	LODGING- G. PRADO	84.00	N
	L00AB58W2	111-7022-421.61-27	LODGING- C. LISNER	84.00	N
	6/19/2015	111-7022-421.61-27	LATE/ FINANCE CHARGES-PD	75.11	N
				<b>447.57</b>	
WELLS FARGO BANK-FIT	PPE 7/19/15	802-0000-217.20-10	FEDERAL TAX DEPOSIT	46,838.74	Y
				<b>46,838.74</b>	
WELLS FARGO BANK-MEDICARE	PPE 7/19/15	802-0000-217.10-10	MEDICARE TAX DEPOSIT	6,837.03	Y
				<b>6,837.03</b>	
WELLS FARGO BANK-SIT	PPE 7/19/15	802-0000-217.20-20	STATE TAX DEPOSIT	16,073.90	Y
				<b>16,073.90</b>	
WEST GOVERNMENT SERVICES	832116473	111-7030-421.56-41	WEST INFORMATION CHARGES	437.67	N
				<b>437.67</b>	

**CITY OF HUNTINGTON PARK  
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<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description</b>	<b>Transaction Amount</b>	<b>Prepaid Y/N</b>
XEROX CORPORATION	137193907	111-7030-421.44-10	008R12941 C2128 C2636	141.90	N
				<b>141.90</b>	
ZEE MEDICAL, INC.	140698891	111-7010-421.61-20	FIRST AID SUPPLIES	634.34	N
	140698892	741-8060-431.43-20	FIRST AID SUPPLIES	135.05	N
				<b>769.39</b>	
				<b>4,413,072.98</b>	



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

August 3, 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:

## **AUTHORIZATION TO RENEW SUBSCRIBER AGREEMENT WITH INMATE PHONE SERVICES FOR TELEPHONE SYSTEM SERVICES**

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

1. Approve authorization to renew the service agreement with Inmate Phone Services; and
2. Authorize the Interim City Manager to execute the agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In July of 2011, the City entered into an agreement with Inmate Phone Services to provide inmate telephone service in the police department jail. Inmate Phone Services operates a phone system in the jail that facilitates local and long distance phone calls to jail inmates. The phone system complies with all state and local regulations mandating access to phone calls for jail inmates. Additionally, the phone system has monitoring and recording capabilities that are beneficial to officers and detectives during criminal investigations.

### **FISCAL IMPACT/FINANCING**

Inmate Phone Services operates the phone system at no cost to the police department. All equipment and repair is the responsibility of Inmate Phone Services. In addition, the City receives 40% commission of net revenues generated from phone calls made by inmates. This is a revenue generating agreement.

### **CONCLUSION**

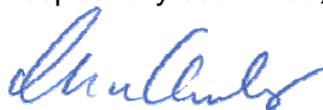
**AUTHORIZATION TO RENEW SUBSCRIBER AGREEMENT WITH INMATE PHONE SERVICES FOR TELEPHONE SYSTEM SERVICES**

August 3, 2015

Page 2 of 2

After approval the City Manager will execute the contractual agreement with Inmate Phone Services.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



COSME LOZANO  
Chief of Police

**ATTACHMENTS**

A: Agreement - Inmate Phone Services

# NCIC INMATE PHONE SERVICES

## Inmate Operator Service Subscriber Agreement

BETWEEN HUNTINGTON PARK POLICE DEPARTMENT AND INMATE PHONE SERVICES

This Inmate Operator Services Subscriber Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between NCIC - Inmate Phone Services (PROVIDER), having its principal place of business at 26500 Agoura #446, Calabasas, CA 91302 and the Huntington Park Police Department (SUBSCRIBER), having its principal place of business at:

Address: 6542 Miles Avenue

City, State & Zip: Huntington Park, CA 90255

Contact: LIEUTENANT ALFRED MARTINEZ

Phone Number: 323-584-6254

Email address: amartinez@huntingtonparkpd.org

### WITNESSETH

Whereas, the SUBSCRIBER is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of all buildings, grounds, property and matters connected with the Facility. Whereas, the PROVIDER is a qualified and willing participant with the SUBSCRIBER to provide inmate telephone services; In consideration of the mutual benefits to be derived hereby, the SUBSCRIBER and the PROVIDER do hereby agree as follows:

#### I. CONTRACT TERM AND RENEWAL

##### (A). **Contract Term**

This Contract shall begin on the date on which it is signed by both parties, and shall end three (3) years from the date of execution. In the event this Contract is signed by the parties on different dates, the latter date shall control.

##### (B). **Contract Renewal**

This contract will renew for an additional three (3) year term unless either party gives written notice, via certified mail, of their intent not to renew at least sixty (60) days prior to the then effective expiration date.

#### II. SCOPE OF SERVICE

##### (A). Services to be provided

The PROVIDER shall provide, **at no cost to Facility**, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS system shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the SUBSCRIBER'S requirements set forth in Request for Proposal and/or Proposal.

##### (B). Rules and Regulations

1. The PROVIDER shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the Contract.
2. The PROVIDER shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the Contract.

3. The PROVIDER shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the SUBSCRIBER.
4. The PROVIDER shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Contract. These regulatory changes include federal, state or local municipal modifications. These changes shall be made within a time frame agreed to by the Facility's Local Contract Coordinator – Operations and at no cost to the SUBSCRIBER.

(C). PROVIDER'S Responsibilities

**The PROVIDER shall provide the following at no cost to the Facility:**

1. A comprehensive inmate telephone service that will allow for collect and prepaid calls for local, interlata, intralata, intrastate, interstate and international calls and local telephone exchange service;
2. A technology system, which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring, and other required system functionality;
3. Installation of telephone instruments (equipment) at all included facilities including the required number of instruments and any required station cabling as determined necessary;
4. A systems and equipment that support the SUBSCRIBER'S call monitoring/security needs, including communications transmission and digital recording capabilities;
5. Creation of a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. PROVIDER personnel to include ITS System Administrator, Field Repair/Site Technicians and Service Representatives to perform oversight, operational assistance and maintenance and repair to the ITS system and equipment;
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery. Response time to **maintenance/repair** requests will be no more than 24 hours;
8. Provision of all required training and instructional materials required for use of the telephone services as applicable to Facility staff; and
9. Provision of all related support services not otherwise indicated herein.

(D). Installation Requirements

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the PROVIDER. Wherever possible, the PROVIDER shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the PROVIDER shall install new station cabling (Category 3 minimum) at no cost to the SUBSCRIBER. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required by the Facility. The PROVIDER shall comply with all applicable electrical codes. The Provider shall comply with the SUBSCRIBER'S security guidelines on institutional and facility security policies. Violations of these rules could result in termination of the Contract. Prior to beginning work at an institution, the PROVIDER shall contact the institution to obtain a copy of any specific additional institutional or facility rules. The PROVIDER shall provide all coordination required with Local Exchange Carriers ("LEC") and other carriers during installation and for the duration of the Contract. The PROVIDER shall provide and install

required surge protection for the ITS and its components. The use of traditional "power strips" for surge protection is not acceptable. The PROVIDER shall provide and install required lightning protection equipment on all network services supplied for the ITS.

(E). Inmate Telephone System (ITS) Functionality (General)

The PROVIDER shall provide an (ITS) with a technology system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls meeting the SUBSCRIBER'S system security requirements. The inmate telephone system shall contain security features, which prevent unauthorized individuals from accessing any information held by the PROVIDER. Secure access to the system and the database shall be maintained at all times. The PROVIDER shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Contract. The system shall allow for the Facility to program times when the system will be operational, i.e., available or unavailable for inmate calls. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. During the call set-up process, the system shall provide a pre-recorded announcement identifying that the collect call is coming from the Facility, stating rate information and containing a toll free number for the consumer's use. This announcement shall be heard by the answering party. The announcement shall also include the statement: "All telephone calls may be recorded" except attorney calls. The system shall have the capability to be deactivated (shut down), by SUBSCRIBER or PROVIDER staff, quickly and selectively, at an individual facility, partial facility (single cell) or on a global basis and to restrict all access. The system shall be capable of deactivating the PIN feature by individual inmate telephone, groups of telephones and/or entire institutions, at the SUBSCRIBER'S option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid (debit), prepaid collect and normal collect calls. The system shall provide the capability to flag any individual telephone number in the inmate's "Approved Number List" as "Do Not Record".

(F). Telephone Service Equipment Requirements

Throughout the term of the Contract, the PROVIDER shall own systems and equipment (Inmate Telephone Stations, Coin-Operated Telephone Stations, VoIP communications devices, etc.) and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment **at no cost to the Facility**.

(G). Equipment Service & Maintenance Requirements

The PROVIDER shall provide equipment to support service delivery as specified herein at all designated facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The PROVIDER shall further warrant that any equipment installed for the SUBSCRIBER shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Should the equipment not operate as designed and proposed or negotiated, or violate any local, state or federal code, rule or ordinance, the PROVIDER shall correct the defect or irregularity or bring the service to within code, rule or ordinance **at no cost to the Facility** including payment for any fines or penalties associated therewith. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the PROVIDER is required to meet all response times as required by the facility within 12 hours of notification to the PROVIDER to return the system to normal operating status. In the event of extraordinary obstacles to service for which the PROVIDER exceeds the time-to-service requirement, notification and a detailed plan of service shall be immediately provided to the SUBSCRIBER by the PROVIDER.

### III. COMPENSATION

Charges for calls shall include only the time from the point at which the called party accepts the call and shall end when either party returns to an on-hook condition or until either party attempts a hook flash. There shall be no charges to the called party for any setup time for either collect or prepaid calls.

The Provider shall pay to the Facility each month a **(40%)** commission of net revenues received from this contract. The Provider shall be responsible for collections and fraud, and shall not make any deductions from net revenue for uncollectible accounts. Notwithstanding the above, net revenues shall not include taxes charged by an appropriate governmental entity. The monthly commission amount is therefore obtained by multiplying the commission percentage times each month's revenues received by Provider after deducting the standard monthly phone bill. The Facility shall be provided, along with each monthly commission payment, a statement indicating a breakdown of fees, revenues and call times.

### IV. TERMINATION

#### (A). Termination

If a breach of this Contract occurs by the PROVIDER, the SUBSCRIBER may, by written notice to the PROVIDER, terminate this Contract upon thirty, (30) day notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

#### (B). Indemnification

The PROVIDER shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the SUBSCRIBER, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

#### (C). Provider's Insurance

Inmate Phone Services shall maintain comprehensive general liability insurance having limits of not less than \$1,000,000.00 in the aggregate. Customer shall provide Inmate Phone Services with reasonable and timely written notice of any claim, demand, or cause of action made or brought against SUBSCRIBER arising out of or related to the utilization of Equipment or related services. Inmate Phone Services shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. SUBSCRIBER shall not compromise or settle any claim or cause of action arising out of related to the utilization of Equipment or related services without the prior written consent of Inmate Phone Services. SUBSCRIBER agrees to use good faith efforts to assist Inmate Phone Services with its defense of any such claim, demand, or cause of action.

#### (D). Assignment

In the event PROVIDER assigns its responsibilities or interests under this Contract, the incoming PROVIDER shall assume, and be bound by, all rights and obligations contained herein.

#### (E). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(G). Conflict of Interest

The PROVIDER shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the SUBSCRIBER for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the PROVIDER. No officer, agent, or employee of the SUBSCRIBER shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the SUBSCRIBER.

(H). Governing Law and Venue

This Contract is executed and entered into in the State of California, and shall be construed, perform and enforced in all respects in accordance with the laws, rules and regulations of the State of California. Any action hereon or in connection herewith shall be brought in Los Angeles County California.

(I). No Third Party Beneficiaries

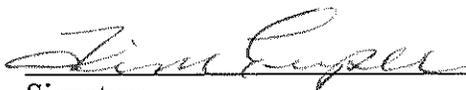
Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

(J). Exclusivity

During the term of this contract, SUBSCRIBER agrees to grant PROVIDER exclusive rights to install and maintain an Inmate Telecommunications System for facilities owned, operated or governed by SUBSCRIBER.

**INMATE PHONE SERVICES:**

**SUBSCRIBER:**

  
Signature

\_\_\_\_\_  
Signature

TIM EUER  
Print Name

\_\_\_\_\_  
Print Name

March 13, 2015  
Date

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Date

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**RESOLUTION NO. 2015- 28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK URGING THE STATE TO  
PROVIDE NEW SUSTAINABLE FUNDING FOR STATE  
AND LOCAL TRANSPORTATION INFRASTRUCTURE**

**WHEREAS**, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California’s transportation infrastructure; and

**WHEREAS**, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

**WHEREAS**, the City of Huntington Park has participated in efforts with the California State Association of Counties, League of California Cities, and California’s Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

**WHEREAS**, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network’s condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

**WHEREAS**, the results show that California’s local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the “at risk” category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

**WHEREAS**, the results show that the City of Huntington Park’s local streets have a statewide average pavement index of 50-60, placing them in the “At Higher Risk” category; and

**WHEREAS**, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in “failed” condition; and

**WHEREAS**, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition, and much more revenue to operate the system with

1 Best Management Practices, which would reduce the total amount of funding needed  
2 for maintenance in the future; and

3 **WHEREAS**, models show that an additional \$3 billion annual investment in the  
4 local streets and roads system is expected to improve pavement conditions statewide  
5 from an average “at risk” condition to an average “good” condition; and

6 **WHEREAS**, if additional funding isn’t secured now, it will cost taxpayers twice  
7 as much to fix the local system in the future, as failure to act this year will increase  
8 unmet funding needs for local transportation facilities by \$11 billion in five years and  
\$21 billion in ten years; and

9 **WHEREAS**, modernizing the local street and road system provides well-paying  
10 construction jobs and boosts local economies; and

11 **WHEREAS**, the local street and road system is also critical for farm to market  
12 needs, interconnectivity, multimodal needs, and commerce; and

13 **WHEREAS**, police, fire, and emergency medical services all need safe reliable  
14 roads to react quickly to emergency calls and a few minutes of delay can be a matter  
15 of life and death; and

16 **WHEREAS**, maintaining and preserving the local street and road system in  
17 good condition will reduce drive times and traffic congestion, improve bicycle safety,  
18 and make the pedestrian experience safer and more appealing, which leads to reduce  
19 vehicle emissions helping the State achieve its air quality and greenhouse gas  
emissions reductions goals; and

20 **WHEREAS**, restoring roads before they fail also reduces construction time  
21 which results in less air pollution from heavy equipment and less water pollution from  
site run-off; and

22 **WHEREAS**, in addition to the local system, the state highway system needs an  
23 additional \$5.7 billion annually to address the state’s deferred maintenance; and

24 **WHEREAS**, in order to bring the local system back into a cost-effective  
25 condition, at least \$7.3 billion annually in new money going directly to cities and  
26 counties; and

27 **NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE**  
28 **CITY OF HUNTINGTON PARK** strongly urges the Governor and Legislature to  
identity a sufficient and stable funding source for local street and road and state

1 highway maintenance and rehabilitation to ensure the safe and efficient mobility of the  
2 traveling public and the economic vitality of California.

3 **RESOLVED FURTHER**, that the CITY OF HUNTINGTON PARK strongly urges  
4 the Governor and Legislature to adopt the following priorities for funding California's  
5 streets and roads.

6 **1. Make a significant investment in transportation infrastructure.**

7 Any package should seek to raise at least \$6 billion annually and  
8 should remain in place for at least 10 years or until an alternative  
9 method of funding our transportation system is agreed upon.

10 **2. Focus on maintaining and rehabilitating the current system.**

11 Repairing California's streets and highways involves much more than  
12 fixing potholes. It requires major road pavement overlays, fixing unsafe  
13 bridges, providing safe access for bicyclists and pedestrians, replacing  
14 storm water culverts, as well as operational improvements that  
15 necessitate the construction of auxiliary lanes to relieve traffic  
16 congestion choke points and fixing design deficiencies that have  
17 created unsafe merging and other traffic hazards. Efforts to supply  
18 funding for transit in addition to funding for roads should also focus on  
19 fixing the system first.

20 **3. Equal split between state and local projects.**

21 We support sharing  
22 revenue for roadway maintenance equally (50/50) between the state  
23 and cities and counties, given the equally-pressing funding needs of  
24 both systems, as well as the longstanding historical precedent for  
25 collecting transportation user fees through a centralized system and  
26 sharing the revenues across the entire network through direct  
27 subventions. Ensuring that funding to local governments is provided  
28 directly, without intermediaries, will accelerate project delivery and  
ensure maximum accountability.

**4. Raise revenues across a broad range of options.**

Research by the  
California Alliance for Jobs and Transportation California shows that  
voters strongly support increased funding for transportation  
improvements. They are much more open to a package that spreads  
potential tax or fee increases across a broad range of options,  
including fuel taxes, license fees, and registration fees, rather than just  
one source. Additionally, any package should move California toward  
an all-users pay structure, in which everyone who benefits from the  
system contributes to maintaining it – from traditional gasoline-fueled  
vehicles, to new hybrids or electric vehicles, to commercial vehicles.

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5. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects.** While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.

6. **Strong accountability requirements to protect the taxpayers' investment.** Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.

7. **Provide Consistent Annual Funding Levels.** Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels – a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

**PASSED, APPROVED AND ADOPTED THIS 3<sup>rd</sup> day of August, 2015.**

\_\_\_\_\_  
Karina Macias, Mayor

ATTEST:

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



# CITY OF HUNTINGTON PARK

City Clerk's Office  
City Council Agenda Report

August 3, 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:

## **COUNCIL APPOINTMENTS TO HEALTH & EDUCATION, PARKS & RECREATION AND YOUTH COMMISSIONS**

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

1. Make appointments to the Health & Education, Parks & Recreation and Youth Commissions consistent with the newly adopted provisions set forth in Resolution No. 2015-19;
2. Approve to extend the time period to accept applications for the Civil and Historic Commissions to September 3, 2015; and
3. Approve additional appropriations in the amounts of \$2,250 to account 111-0121-413.19.05, \$3,600 to account 111-0125-413.19-05 and \$3,000 to account 111-0123-413.19-05 to ensure budgetary sufficiency for FY 2015-2016.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for appointing to the various City Commissions.

Individuals appointed to the Health & Education, Parks & Recreation and Youth Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

### **FISCAL IMPACT**

Compensation for the Health & Education Commission is \$75 a month per Commissioner (5) for an annual amount of \$4,500. \$2,250 has been budgeted for Fiscal Year (FY) 2015-2016 to account 111-0121-413.19-05 causing a short fall. An additional appropriation of \$2,250 needs to be budgeted to ensure budgetary sufficiency for FY 2015-2016 expenditures.

## **COUNCIL APPOINTMENTS TO THE VARIOUS COMMISSIONS**

August 3, 2015

Page 2 of 2

Compensation for the Parks & Recreation Commission is \$75 a month per Commissioner for an annual amount of \$4,500. \$900 has been budgeted for Fiscal Year (FY) 2015-2016 to account 111-0125-413.19-05 causing a short fall. An additional appropriation of \$3,600 needs to be budgeted to ensure budgetary sufficiency for FY 2015-2016 expenditures.

Compensation for the Youth Commission is \$25 a month per Commissioner for an annual amount of \$3,000. An additional appropriation of \$3,000 needs to be budgeted to account 111-0123-413.19-05. Funds for this account were not budgeted for FY 2015-2016.

### **CONCLUSION**

Terms will run concurrent to the Council Member who appoints. Currently the terms end March 2017 and March 2019. After appointment City Clerk will notify applicants of the nominations.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



DONNA G. SCHWARTZ  
City Clerk

### **ATTACHMENTS**

A. Resolution No. 2015-19



1           **SECTION 3: Appointment, Reappointment and Removal.**

2           Each member of the City Council shall have authority to appoint one (1)  
3 member to each Commission, with the exception of the Youth Commission, which  
4 shall consist of two (2) members appointed by each City Councilmember. Each  
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming  
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said  
7 Commission position for that respective Councilmember appointment. If no  
8 appointment is made within sixty (60) days of assuming office, or from the adoption of  
9 this Resolution, or from a vacancy occurring for said Commission position, the Mayor  
10 shall appoint a member to the vacant seat.

11           Commission members may be removed from their appointment due to  
12 disqualification as provided for in this Resolution or upon the sole decision by the  
13 Councilmember who appointed that Commissioner. All appointments or removal of  
14 Commissioners shall occur at an open meeting of the City Council. If removal of a  
15 Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last  
16 address on file with the City.

17           **SECTION 4: Term of Office.**

18           Each Commissioner's term shall be for a period of four years, unless removed  
19 by the appointing Councilmember or as a result of disqualification as set forth herein.  
20 Notwithstanding the foregoing, no Commissioner shall serve for a period which  
21 exceeds the time in office for the Councilmember appointing that Commissioner. In  
22 the event that the appointing Councilmember completes his or her term, vacates their  
23 office or otherwise is no longer holding office, the term of the Commissioner appointed  
24 by said Councilmember shall end. However, nothing contained in this section shall  
25 prevent another Councilmember or the new Councilmember from appointing the  
26 individual back to the same Commission or to a different Commission.

27           **SECTION 5: Vacancy Due to Disqualification.**

28           When a member no longer meets the qualifications for the Commission, the  
member is therefore disqualified, and the office shall thereupon become vacant.

**SECTION 6: Vacancy.**

          If for any reason a vacancy occurs, it shall be filled by appointment by the  
member of the City Council who appointed said Commissioner for the unexpired  
portion of such term.

**SECTION 7: Quorum.**

          A majority of the total number of members of the Commission shall constitute a  
quorum for the transaction of business, but a lesser number may adjourn from time to  
time for want of quorum and until a quorum can be obtained.

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**SECTION 8: Purpose.**

The purpose, duties and responsibilities of each Commission shall be established by the City Council by ordinance and codified in the Huntington Park Municipal Code.

**SECTION 9: Organization.**

Annually in the month of March, the Commission shall elect one of its members as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff liaisons shall act as the conduit for all communications to the City Council.

**SECTION 10: Meetings.**

Regular meetings of the Commission shall be as set by each Commission. The place of such meetings shall be at City Hall unless otherwise designated by the City Council or approved by a majority of the total membership of the Commission. When the day for such regular meetings falls on a legal holiday, the meeting shall not be held on such holiday, but shall be held at the same hour on the next succeeding day thereafter which is not a holiday. All meetings of the Commission shall be open and public, and subject to all laws of the state of California e.g. the Brown Act, governing open public meetings. The Commission shall adopt its own rules for the transaction of its business and keep a record of resolutions, findings and recommendations and actions voted upon. A report of each meeting of the Commission shall be given to the City Council.

**SECTION 11: Termination of Commission.**

Termination of the Commission shall be done at the will and vote of the City Council.

**SECTION 12: Compensation.**

Commission member compensation shall be set by resolution of the City Council.

**SECTION 13: Commission Handbook.**

All Commission Members must adhere to the provisions contained and referenced in the City of Huntington Park Commission Handbook as approved by the City Council.

**SECTION 14:**

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

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**PASSED, APPROVED AND ADOPTED THIS 18<sup>th</sup> day of May, 2015.**

  
Karina Macias  
Mayor

ATTEST:

  
Donna G. Schwartz, CMC  
City Clerk

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CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
CITY OF HUNTINGTON PARK )

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015–19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18<sup>th</sup> day of May, 2015, by the following vote, to wit:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20<sup>th</sup> day of May 2015.

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



# CITY OF HUNTINGTON PARK

Administration  
City Council Agenda Report

August 3, 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:

## **CONSIDERATION OF NEW CITY COUNCIL MEETING DAY FROM MONDAYS TO TUESDAYS**

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

1. Consider changing the day for the regular City Council meetings from the 1<sup>st</sup> and 3<sup>rd</sup> Monday of every month to the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of every month;
2. If Council concurs, waive further reading and introduce Ordinance No. 940-NS, amending Ordinance No. 829-NS, Amending Title 2 Chapter 1 Article 2 Section 1.201 of the Huntington Park Municipal Code Relating to City Council Meetings; and
3. Notify the public of the new meeting day Tuesday to take effect 30 days after the second reading and adoption of said ordinance at the August 17, 2015 City Council Regular Meeting, with the first new regular City Council meeting starting Tuesday, October 6, 2015.

### **BACKGROUND**

The City currently operates under a 4/10 schedule. City Council meetings are held on the first and third Mondays of each month. The Agenda is posted on Thursday prior to the meetings. This provides staff actual business time to brief the City Council and to address questions and concerns from the public as well as individual City Council Members prior to the council meetings. Holding council meetings on Tuesdays would allow adequate time to prepare for council meetings and more time for public review of the Council agenda. In the interest of consistency and efficiency, staff is recommending that all future Council meetings be moved to Tuesdays.

**CONSIDERATION OF NEW CITY COUNCIL MEETING DAYS FROM MONDAYS TO TUESDAYS**

**August 3, 2015**

**Page 2 of 2**

**FISCAL IMPACT/FINANCING**

No fiscal impact from changing the days of the meetings.

**CONCLUSION**

Upon approval, the Interim City Manager will work with the City Clerk to prepare notices related to the new dates for future City Council meetings, allowing ample time to properly inform the public of the revised meeting days.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

A: Ordinance No. 829-NS

B: Ordinance No. 940-NS, Amending Ordinance No. 829-NS, Amending Title 2 Chapter 1 Article 2 Section 1.201 of the Huntington Park Municipal Code Relating to City Council Meetings

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ORDINANCE NO. 829 -NS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON  
PARK AMENDING TITLE 2 CHAPTER 1 ARTICLE 2 SECTION 1.201 OF THE  
HUNTINGTON PARK MUNICIPAL CODE RELATING TO CITY COUNCIL  
MEETINGS

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

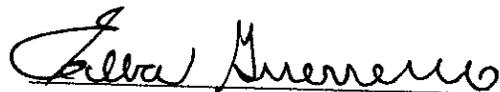
**SECTION 1.** Section 1.201 of Article 2 of Chapter 1 of Title 2 of the City of  
Huntington Park Municipal Code is hereby amended and shall read as follows:

Regular meetings of the City Council shall be held on the first and third Mondays of  
each month. When the day for such regular Council meeting falls on a legal holiday, the  
meeting shall not be held on such holiday but shall be held at the same hour on the next  
succeeding day thereafter which is not a holiday. Each regular meeting shall begin at 6:00  
p.m. in the Council Chambers of the Huntington Park City Hall.

**SECTION 2.** This Ordinance shall take effect thirty (30) days after its final passage  
by the City Council.

**SECTION 3.** The City Clerk shall certify to the passage of this Ordinance.

**PASSED, APPROVED AND ADOPTED** this 2<sup>nd</sup> day of September 2008.

  
Elba Guerrero, Mayor

ATTEST:

  
Rosanna Ramirez, City Clerk

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ATTEST:

STATE OF CALIFORNIA     )  
COUNTY OF LOS ANGELES   ) SS  
CITY OF HUNTINGTON PARK)

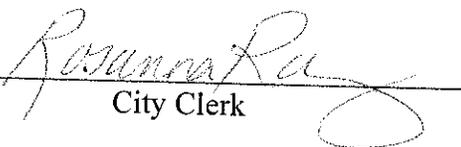
I, Rosanna M. Ramirez, City Clerk of the City of Huntington Park, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance, being Ordinance No. 829-NS, was duly passed and adopted by the City Council of the City of Huntington Park, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of the City Council held on the 2<sup>nd</sup> day of September, 2008, and that the same was so passed and adopted by the following vote, to wit:

AYES:           Council Members – Hernandez, Gomez, Noguez, Romo, Guerrero

NOES:           Council Members – None

ABSENT:        Council Members – None

ABSTAIN:       Council Members – None

  
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City Clerk

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**ORDINAINCE NO. 940 -NS**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING ORDINANCE NO. 829-NS AMENDING TITLE 2 CHAPTER 1 ARTICLE 2 SECTION 1.201 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO CITY COUNCIL MEETINGS**

**THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** Section 1.201 of Article 2 of chapter 1 of Title 1 of the City of Huntington Park Municipal Code is hereby amended and shall read as follows:

Regular meetings of the City Council shall be held on the first and third Tuesdays of each month. When the day for such regular Council meeting falls on a legal holiday, the meeting shall not be held on such holiday but shall be held at the same hour on the next succeeding day thereafter which is not a holiday. Each regular meeting shall begin at 6:00 p.m. in the Council Chambers of the Huntington Park City Hall.

**SECTION 2.** This Ordinance shall take effect thirty (30) days after its final passage by the City Council

**SECTION 3.** The City Clerk shall certify to the passage of this Ordinance.

**PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ day of August, 2015.**

\_\_\_\_\_  
Karina Macias, Mayor

ATTEST:

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



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

August 3, 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:

## **AUTHORIZATION TO ENTER INTO AN INTERAGENCY MEMORANDUM OF AGREEMENT (MOA) WITH CENTINELA YOUTH SERVICES, INC. REGARDING THE JUVENILE ARREST DIVERSION PROGRAM**

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

1. Approve the MOA with Centinela Youth Services, Inc. (CYS); and
2. Authorize the Mayor to execute MOU.

### **BACKGROUND**

For years, the City of Huntington Park Police Department has arrested juvenile offenders, and depending on the severity of the charges, have either taken no further legal action or have forwarded the juvenile offenders' cases to County Probation for review and a decision as to the next phase in the criminal justice system, which includes a diversion component.

The Centinela Youth Service (CYS) Juvenile Arrest Diversion Program (JADP) offers an alternative method to the above practice that provides immediate intervention. The program includes an initial juvenile assessment to determine the risk level and needs of the juvenile and an assessment to determine appropriate interventions. Also, whenever a juvenile offender's crime impacts a victim, whether an individual or institution, the juvenile and the victim are interviewed to determine if mediation is appropriate. Moreover, with the CYC diversion program, the juvenile offenders may perhaps participate in community service and the program facilitates monetary restitution.

In an independent study, funded by the Administrative Office of the Courts, CYC diversion was found, in comparison with the normal criminal justice system, to reduce recidivism by over 50% and restitution to victims was 166 times higher.

**AUTHORIZATION TO ENTER INTO AN INTERAGENCY MEMORANDUM OF AGREEMENT (MOA) WITH CENTINELA YOUTH SERVICES, INC. REGARDING THE JUVENILE ARREST DIVERSION PROGRAM**

**August 3, 2015**

**1 of 2**

Some of the agencies the program currently serves are the Los Angeles, Inglewood, and Compton School Police Departments, as well as Los Angeles County agencies, such as the Sheriff's Department, Probation, and the District Attorney's Office.

The purpose of this MOA is to establish operational practices and set forth terms and conditions to ensure the functionality of CYS serves the needs of the City of Huntington Park Police Department. Under the MOA, the City of Huntington Park Police Department and CYS will remain responsible for the supervision and control of its own employees and officers.

**FISCAL IMPACT/FINANCING**

There will be no fiscal impact for this project.

**CONCLUSION**

Authorize the Mayor to execute the Memorandum of Agreement between the Centinela Youth Service, Inc. and the City of Huntington Park Police Department.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

A. MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT

**MEMORANDUM OF AGREEMENT 15-M102**  
**BETWEEN**  
**CENTINELA YOUTH SERVICES, INC.**  
**AND**  
**THE CITY OF HUNTINGTON PARK POLICE DEPARTMENT**  
**REGARDING**  
**THE JUVENILE ARREST DIVERSION PROGRAM**

This Memorandum of Agreement (MOA) is made and entered into on May 4, 2015, by the City of Huntington Park Police Department (HPPD), located at 6542 Miles Avenue, Huntington Park, California 90255, and the Centinela Youth Services, Inc. (CYS), located at 11539 Hawthorne Boulevard, Suite 500, Hawthorne, California 90250, herein referred to as the Parties.

WHEREAS the HPPD desires to work in partnership with the CYS, by referring juvenile offenders suitable to this program, and

WHEREAS the CYS desires to provide such program for the HPPD at no cost to the HPPD or to the City of Huntington Park in general.

NOW, THEREFORE, the Parties agree as follows:

I. PARTIES

The parties to this MOA are the HPPD and the CYS

II. PURPOSE

The purpose of this MOA is to make the Juvenile Arrest Diversion Program available to City of Huntington Park juveniles, who come in contact with arresting officers for a misdemeanor or felony offense(s). This MOA describes how the HPPD and the CYS will work together to prevent or minimize HPPD juveniles from entering the criminal justice system. The goal of the Juvenile Arrest Diversion Program is to rehabilitate suitable juvenile offenders, by redirecting them from criminal activity, to positive alternatives, and tracking their record of success.

III. JUVENILE ARREST DIVERSION PROGRAM

Entering the criminal justice system can be a dramatic and life-changing experience especially for first-time offenders. The CYS provides alternatives to the traditional criminal justice system, when a juvenile is arrested for the first time. At the point of first arrest, it is beneficial to evaluate the juvenile carefully

to determine if he/she can benefit from being referred to the Juvenile Arrest Diversion Program. If the juvenile is eligible for the program, the CYS resources can be used to redirect the juvenile in a positive way. In order to participate in the Juvenile Arrest Diversion Program, the juvenile must be highly motivated to enter the program. The Juvenile Arrest Diversion Program will target juveniles who have minimal misdemeanor, felony or misdemeanor/felony arrest histories. Juveniles arrested for any offense listed in Welfare and Institutions Code, section 707(b), will not be eligible for the Juvenile Arrest Diversion Program. The CYS case managers will make referrals to various service providers and monitor the progress of the program participants. The CYS will ensure a Deputy Probation Officer is assigned to the Juvenile Arrest Diversion Program so that appropriate Probation Department services can be provided to the juveniles in the program.

#### IV. RESPONSIBILITIES OF THE HUNTINGTON PARK POLICE DEPARTMENT

- A. After the juvenile has been arrested, the arresting officer will conduct a criminal history search for use in determining the juvenile's eligibility for the Juvenile Arrest Diversion Program.
- B. The on-duty HPPD Watch Commander or Juvenile Coordinator or designee, will determine if a juvenile is eligible for referral to the Juvenile Arrest Diversion Program, using the eligibility criteria approved by the District Attorney's Office.
- C. If the juvenile is eligible for the Juvenile Arrest Diversion Program, the parent(s) and/or guardian will be contacted to pick up their juvenile at the HPPD and the arresting officer(s) will provide the parent(s) and/or guardian with a packet, containing the CYS forms to be completed by the parent. If the parent(s) and/or guardian agree to participate in the Juvenile Arrest Diversion Program, the arresting officer(s) will send a referral to the CYS.
- D. If the parent(s) and/or guardian agree to participate in the Juvenile Arrest Diversion Program and CYS selects the juvenile to participate in the program, the Arrest Report will be written but held in abeyance, pending the juvenile's completion of the Juvenile Arrest Diversion Program.
- E. Although the CYS will be primarily responsible for tracking the progress of the juvenile in the Juvenile Arrest Diversion Program, the Juvenile Coordinator will also maintain tracking information for their respective area. The CYS and the Juvenile Coordinator will liaison with each other regarding the status of referrals, on a weekly basis.

- F. The Juvenile Coordinator will ensure all HPPD officers are properly trained on how to complete paperwork and reports pertaining to the Juvenile Arrest Diversion Program.

V. RESPONSIBILITIES OF THE CENTINELA YOUTH SERVICES

- A. The CYS will conduct the orientation, intake, and assessment of the juveniles referred to the Juvenile Arrest Diversion Program, by the HPPD.
- B. The CYS will obtain written consent from juveniles and the juveniles' parent(s) and/or guardian to participate in the Juvenile Arrest Diversion Program.
- C. The CYS Case Manager will review the initial case file and develop a service plan or contract for up to six months.
- D. If a juvenile fails to attend orientation, the CYS will notify the Juvenile Coordinator.
- E. The CYS Case Manager will monitor the progress of a juvenile and the parents(s) and/or guardian. The CYS will keep HPPD informed of the juveniles' progress in the Juvenile Arrest Diversion Program and will notify the HPPD of the juveniles' successful completion.

VI. POINTS OF CONTACT

- A. Cosme Lozano, Chief of Police  
HPPD  
323.826.6629—Telephone  
323.826-6680—Fax
- B. Jan Vogel, Chief Executive Officer  
CYS  
310.970.7701—Telephone  
310.263.4381—Fax

VII. ENTIRE AGREEMENT

This MOA: a) will be binding and enforceable by the parties and their respective successors or designees, but not by any individual or organization not a party to this MOA; b) may be executed in counterparts and effective with original or facsimile signatures; c) will be governed by California law; and d) has been executed at the City of Huntington Park, California. This MOA contains the entire agreement of the parties with respect to the subject matter of this MOA.

## VIII. NOTICES

Formal notices, demands, and/or communications, between the HPPD and the CYS, shall be in writing and delivered to the principal offices of the HPPD and the CYS, as follows:

HPPD: HPPD  
6542 Miles Avenue  
Huntington Park, CA 90255  
ATTN: Cosme Lozano, Chief of Police  
323.826.6629—telephone  
[jcisneros@huntingtonparkpd.org](mailto:jcisneros@huntingtonparkpd.org)

CYS: CYS  
11539 Hawthorne Boulevard, Suite 500  
Hawthorne, CA 90250  
ATTN: Jan Vogel, Chief Executive Officer  
[jvogel@sbwib.org](mailto:jvogel@sbwib.org)

## IX. MODIFICATIONS OF AGREEMENT

This MOA may be supplemented, amended, and/or modified, only by mutual agreement of the parties. No supplement, amendment, and/or modification of this MOA shall be binding unless it is in writing and signed by all parties.

## X. SEVERABILITY

If any provision of this MOA is held invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## XI. LIABILITY AND INDEMNIFICATION

Mutual Hold Harmless between the parties of this agreement: Each party agrees to indemnify and hold the other party harmless from all loss or liability for any injury or damage, actual or alleged, to persons or property, arising out of or resulting from the indemnifying party's acts or omissions, in the performance of this MOA. In the event of a third-party loss caused by the negligence, wrongful acts, or omissions of either party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agree upon between them, or judicially determined.

XII. EFFECTIVE DATE AND TERM OF AGREEMENT

This MOA will be in effect from the time executed, until May 4, 2018. Further, either party may terminate this MOA without cause, at any time, upon 10-days prior written notice to the other party.

XIII. NON-DISCRIMINATION / SEXUAL HARASSMENT

The HPPD and the CYS shall not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation, or veteran status, in its acceptance, assignment, treatment, or evaluation of juveniles, who participate in the Juvenile Arrest Diversion Program. The HPPD and the CYS agree to abide by current federal and state guidelines for avoidance of sexual harassment.

XIV. REPRESENTATION

Each Party represents that: a) it will abide by all applicable federal, state, or local statutes or regulations; b) the individuals signing this MOA have the authority to do so; and c) has the ability and authority to perform each of its obligations under this MOA.

XV. COST

The HPPD shall participate in the Juvenile Arrest Diversion Program at no cost to the HPPD.

IN WITNESS THEREOF, THE PARTIES HERE TO HAVE CAUSED THIS MOA to be subscribed and executed by their duly authorized officers, on the day, month, and year first written above.

*[Signatures on following page]*

**CENTINELA YOUTH SERVICES**

**CITY OF HUNTINGTON PARK**

\_\_\_\_\_  
**Jan Vogel**, Chief Executive Officer

\_\_\_\_\_  
**Cosme Lozano**, Chief of Police

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**Karina Macias**, Mayor

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**Name**, City Attorney

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**Donna Schwartz**, City Clerk

\_\_\_\_\_  
DATE



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

August 3, 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:

**RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT ASSISTANCE PROGRAM (GAP) AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR (FY) 2015-2016 ABC GRANT ASSISTANCE PROGRAM FUNDING**

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

1. Approve the Standard Agreement;
2. Adopt Resolution No. 2015-29, Authorizing Chief of Police, Cosme Lozano to Enter into an Agreement with the Department of Alcoholic Beverage Control; and
3. Authorize the Finance Department to make payments to facilitate the successful completion of this project.

**BACKGROUND**

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

The City of Huntington Park and City of South Gate have been jointly awarded a fiscal year 2015/2016 Alcoholic Beverage Control Grant in the amount of \$54,500.

**RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT ASSISTANCE PROGRAM (GAP) AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR (FY) 2015-2016 ABC GRANT ASSISTANCE PROGRAM FUNDING**

**August 3, 2015**

**Page 2 of 4**

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

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

**FISCAL IMPACT/FINANCING**

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

With Council approval, this project will require that the City expend \$54,500 on the grant project. Huntington Park Police Department will submit for reimbursement of these funds on a monthly basis until the project is completed. State funds received will replenish the account established for this purpose.

**RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT ASSISTANCE PROGRAM (GAP) AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR (FY) 2015-2016 ABC GRANT ASSISTANCE PROGRAM FUNDING**

**August 3, 2015**

**Page 3 of 4**

This activity is being funded by the awarded amount of \$54,500. We are requesting an appropriation from Accounts:

# 252-7010-421.13-00 for Police Department overtime in the amount of \$30,000 for the remainder of FY15/16

# 252-7010421.56-41 for Contract overtime with the South Gate Police Department in the amount of \$20,000 for the remainder of FY 15/16

#252-0000-335.20-40 for supplies, travel, and training in the amount of \$4,500 for the remainder of FY 15/16

The funds awarded by the grant are allocated as follows; \$30,000 Huntington Park, \$20,000 South Gate, \$2,500 joint operating expenses, \$2,000 joint travel/registration expenses.

**LEGAL AND PROGRAM REQUIREMENTS**

A total of \$54,500 in grant funding has been awarded to the City of Huntington Park and City of South Gate for these projects. The City of Huntington Park will be the fiscal agent for these funds and will be responsible for reimbursement requests/invoices received from the City of South Gate.

**CONCLUSION**

Upon approval by the City Council:

1. The Chief of Police will execute the Standard Agreement for Fiscal Year 2015-2016 Alcoholic Beverage Control Grant Assistance Program between the City of Huntington Park and Department of Alcoholic Beverage Control;
2. Forward to the Department of Alcoholic Beverage Control for the required Administration Director signature;
3. Huntington Park Police Department and South Gate Police Department will begin executing the proposed goals and objectives; not to exceed \$54,500 as provided for by the grant; and
4. The Finance Department will issue necessary payments to facilitate the successful completion of this project.

**RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT ASSISTANCE PROGRAM (GAP) AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR (FY) 2015-2016 ABC GRANT ASSISTANCE PROGRAM FUNDING**

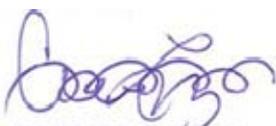
August 3, 2015

Page 4 of 4

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



COSME LOZANO  
Chief of Police

**ATTACHMENTS**

- A: Fiscal Year 2015-2016 Alcoholic Beverage Control Grant Assistance Program / State of California Standard Agreement
- B: Resolution No. 2015-29, Authorizing Chief of Police, Cosme Lozano to Enter into an Agreement with the Department of Alcoholic Beverage Control

AGREEMENT NUMBER <b>15G-LA12</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR'S NAME

City of Huntington Park through the Huntington Park Police Department

2. The term of this Agreement is: July 1, 2015 through June 30, 2016

3. The maximum amount of this Agreement is: \$ 54,500

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

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

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Huntington Park through the Huntington Park Police Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cosme Lozano, Chief		
ADDRESS 6542 Miles Avenue Huntington Park, CA 90255		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of Alcoholic Beverage Control		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ed Jimenez, Assistant Director, Administration		
ADDRESS 3927 Lennane Drive, Suite 100; Sacramento CA 95834		

Exempt per: SCM 4.04.(A)(3)

## SCOPE OF WORK

### 1. SUMMARY

#### a. Agency Description:

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

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

The Huntington Park Police Department provides policing service to the City of Huntington Park with a police department composed of 117 full-time employees which includes 72 sworn personnel and 45 civilian employees. The Department also has 25 part-time employees. The police department personnel consist of a Chief of Police, 4 Lieutenants, 9 Sergeants, 20 Senior Officers and 26 patrol officers. The Huntington Park Police Department is subdivided into 4 divisions; Patrol, Administration, Support Services and Investigations. Each division has specialty assignments such as gang unit, detectives, narcotics, Crime Suppression Unit(CSU), Special Emergency Response Team(SERT), Animal Enforcement and Traffic.

The City of Huntington Park is located in Southeast Los Angeles County and according to 2012 US Census records an approximate population of 58,879. Huntington Park is approximately 3 square miles and is 6 miles from the city of Los Angeles. The ethnic diversity within the city of Huntington Park is 96% Hispanic or of Latin decent, 1.6% White, 1% African American, 1.3% Native American with a median age of 28.9. The median household income is \$34,510 and has approximately 25.2% of its population at poverty level. There are a total of 122 ABC licensed establishments within the city consisting of 51 on-sale and 71 off-sale.

#### b. Funding Request

Huntington Park and South Gate Police Departments are requesting the amount of \$54,500 to enforce alcohol related laws and to enhance the departments and communities education of ABC rules and regulations.

#### c. Goals and Objectives

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

Officers of Huntington Park and South Gate Police Departments will work in partnership with ABC investigators to implement the objectives of the program which will include minor decoy / shoulder tap operations, IMPACT inspections, trap door operations, party prevention and dispersal deployment. South Gate and Huntington Park Police Departments will conduct various undercover operations on licensed establishments that have been identified as problematic ABC locations; due to problems associated with B-girls, prostitutions,

narcotics activity and human trafficking. Both Departments will incorporate prevention and education programs that will educate ABC licensed establishments as well as the community on ABC rules and regulations. This will allow them to be part of the solution to reduce underage drinking, alcohol related crimes and how to identify problem locations. Additionally, Huntington Park and South Gate will engage other public organizations and community groups, including but not limited to, Los Angeles Unified School District, Neighborhood Watch Groups, business owners, and the business community to support outreach efforts in increasing public awareness of ABC's rules and regulations. They will employ press releases that support the efforts of the grant program as well as submit articles and notices of events to the press related to the program objectives.

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

#### **d. Number of ABC Licensed Locations**

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

## **2. PROBLEM STATEMENT**

The communities of Huntington Park and South Gate share many similarities such as in demographics, have many associated crimes and crimes trends. Both cities are situated in the Southeast area of Los Angeles County and belong to the same jurisdictional mutual aid agreement (Area E). Huntington Park and South Gate municipal police departments both provide public safety service to a large community population which is predominately Hispanic residents. Serious crime involving alcohol is a major concern. Both communities are combating the ongoing problems associated with ABC licensed establishments failing to check identifications, selling alcohol to minors, selling to obviously intoxicated persons and are fighting to reduce DUI's, public intoxication, adults purchasing alcohol for minors, beer runs and house parties that serve alcohol to minors. Both Huntington Park and South Gate receive constant complaints of intoxicated adults and/or minors out in public displaying disruptive behaviors such as urinating in public or fighting. In 2014 alone, Huntington Park Police Department made 185 DUI arrests and 196 arrests for individuals who were drunk in public. The South Gate Police Department made 102 DUI arrests and 317 arrests for individuals who were drunk in public. The 2012 rankings from the California Office of Traffic Safety show that the City of Huntington Park was ranked 8<sup>th</sup> out of 102 cities of similar average population in regards to alcohol related traffic collisions which resulted in death or injury, with a total of 34 DUI related traffic collisions. The City of South Gate was ranked 53<sup>rd</sup> out of 102 cities, with a total of 35 DUI related traffic collisions.

Each city has a substantial Hispanic / Latino community and diverse culture which is reflected in the demographics of owners and employees of ABC licensed retailers. Both departments strongly believe that due to the language barrier there is a lack of knowledge of ABC laws, rules and regulations and the licensee and/or their employees are not fully able to adhere to the ABC guidelines. Therefore, each agency will conduct LEADS training in Spanish and English, which should reduce the sales to minors and adherence to ABC guidelines, in addition increase the quality of life issues of each community.

The economy has affected Huntington Park and South Gate PD's ability to conduct direct enforcement with each agency experiencing financial cutbacks and attrition of officers. Each agency has been balancing

## Exhibit A

manpower shortages with high calls for service. Additionally, State Assembly Bill 109, "Realignment" mandates individuals sentenced to non-serious, non-violent, non-sex related offenses serve their time in county jail instead of state prison. This shifts the financial strain on counties and on local municipalities such as Huntington Park and South Gate. Street gangs from neighboring communities have adversely impacted crime rate due to their mobility. The effort to track and mitigate gang related violence and crime requires extensive resources and time taking a greater toll on the already limited resources. Both PD's have a working relationship in combating the same gangs and gang activity. If this grant is awarded it will alleviate these issues and free up manpower and provide resources to address the alcohol issues within each city. Each City geographically borders the other. By collaborating and working together through direct enforcement both Cities hope to decrease the number of alcohol related crimes in their communities.

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

The South Gate Police Department is currently executing the 2014-2015 ABC Grant. Through the efforts of the grant the PD has seen a decrease in overall alcohol related crimes and believe that it is due in part to the success of the current grant.

The Huntington Park Police Department has not had the additional funds or manpower resources to address or conduct direct enforcement on alcohol related issue within their jurisdiction. They have noticed 5 ABC licensed establishments that have generated a higher than average calls for service, which has put a strain on their limited manpower resources. The vast majority of these calls for service occurred during peak demand for police service. The majority of these calls were for disturbances, noise complaints, assaults, suspicious incidents and homicides as a result of intoxicated individuals. These calls predominately occur during the later hours of operation and involve as least one or more persons under the influence of alcohol. Due to frequent encounters with extremely intoxicated and belligerent patrons at the scene of these investigations, it is strongly suspected that the establishments are contributing factors to these criminal investigations possibly due to over serving alcohol and exceeding maximum occupancy of their establishments. In addition, several off-sale establishments have experienced reports of gang activity, assaults, public urination, loitering, drinking in public, noise complaints, and public drunkenness on site requiring requiring police response.

In the last 12 months, The Huntington Park Police Department has investigated and substantiated 5 residential brothels within the city and has investigated numerous reports of prostitution from several ABC licensed establishments. Huntington Park Police confirmed prostitution was in fact occurring at the locations and made arrests in 4 of the 5 cases. As a result individuals were convicted of pimping and pandering. Many of the residential brothels have a direct link to ABC licensed locations and could be a front for possible human trafficking and forced into prostitution. During the course of these investigation, leads have been generated which link ABC establishments with illegal entry of adults and minors into the United States for the purpose of prostitution.

### **3. Project Description**

1. Each PD will send (2) officers to the GAP conference offered by ABC to be trained on enforcement tactics, strategies, and administrative accusation process. Officers will attend training, offered by ABC throughout the year.

## Exhibit A

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

#### **4. Project Personnel**

The 2015-2016 Grant Assistance Program (GAP) will operate under the direction of the Investigations Division of the Huntington Park Police Department. The Investigations Division is under management of Lieutenant Cosme Lozano. The Department's ABC enforcement efforts will be directly supervised by Sergeant Richard Maretti and be staffed by Crime Suppression Unit personnel (CSU). The staffing for the department required to implement the grant goals and objectives will be one supervisor, who will be responsible for the operations, coordinating meetings, be the liaison for ABC investigators involved in the project and manage the grant and reporting. A minimum of three officers will be utilized and assigned to participate in operations including but not limited to arrests, citations, evidence collection and public education, testify in court and in ABC administrative hearings, and be responsible for attending training presentations offered by ABC during the year.

The South Gate Police Department GAP will operate under the direction of the Patrol Division. Currently, South Gate PD's ABC enforcement efforts are under the direct management of Lieutenant Jim Teeple and supervised by Sergeant Ismael Ververa, who is managing the 2014-2015 ABC Grant. The staffing for the department required to implement the grant goals and objectives will be one supervisor, who will be responsible for the operations, coordinating meetings, be the liaison for ABC investigators involved in the project and manage the grant and reporting. A minimum of three officers will be utilized and assigned to participate in operations including but not limited to arrests, citations, evidence collection and public education, testify in court and in ABC administrative hearings, and be responsible for attending training presentations offered by ABC during the year. South Gate PD will utilize personnel from the Narcotics and Special Problems Unit, Crime Impact Team, and Patrol Officers familiar with ABC operations.

**BUDGET DETAIL**

Exhibit B

<b>BUDGET CATEGORY AND LINE-ITEM DETAIL</b>	<b>COST</b>
<b>A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)</b>	(Round budget amounts to nearest dollar)
<p>A.1 Straight Time: NONE</p> <p>A.2 Overtime: Huntington Park PD and South Gate PD @ \$67.00</p> <p>A.3 Benefits: NONE</p>	<p>Huntington Park PD: \$30,000</p> <p>South Gate PD: \$20,000</p>
<b>TOTAL PERSONNEL SERVICES</b>	\$50,000
<b>B. Operating Expenses (maximum \$2,500)</b>	
<p>“Buy Money” for community meetings, Decoy, Shoulder Tap, Narcotics, B-girl, Prostitution, Human Trafficking and other undercover operations</p>	\$2,500
<b>TOTAL OPERATING EXPENSES</b>	\$2,500
<b>C. Equipment (maximum \$2,500)</b>	
(Attach receipts for all equipment purchases to monthly billing invoice)	
NONE	
<b>TOTAL EQUIPMENT</b>	0
<b>D. Travel Expense/Registration Fees (maximum \$2,000)</b>	
(Registration fee for July 2015 GAP Conference attendee is \$225 each)	
<p>GAP Conference: Each agency 2 officers @ \$225= \$450</p> <p>Travel Expenses: Each Agency \$550</p>	<p>Huntington Park: \$1000</p> <p>South Gate: \$1000</p>
<b>TOTAL TRAVEL EXPENSE</b>	\$2000
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	\$54,500

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2015.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision cannot exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

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

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

### Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2015, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> .
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.





## **CITY OF HUNTINGTON PARK**

Public Works Department  
City Council Agenda Report

August 3 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 AGREEMENT WITH CARE FOR THE CHILDREN FOR CURB NUMBER PAINTING**

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

1. Approve agreement with Care for the Children for Curb Number Painting for a term of 3 months; and
2. Authorize Interim City Manager to execute agreement.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park procured a qualified contractor for curb number painting of approximately 8,500 addresses. This will facilitate expedited address location, especially at night, and aid emergency personnel in decreasing response time.

#### **FISCAL IMPACT/FINANCING**

Funding for the curb number painting is from the following account: 535-8016-431.73-10. The agreement is for an amount not to exceed \$13,600.00.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The City obtained 3 bids from qualified contractors. Care for the Children provided the lowest bid, has years of experience in the field of work, and their references included the City of Rosemead.

**APPROVE AGREEMENT WITH CARE FOR THE CHILDREN FOR CURB NUMBER  
PAINTING**

**August 3, 2015**

**Page 2 of 2**

**CONCLUSION**

Interim City Manager to execute agreement.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Michael Ackerman  
City Engineer

**ATTACHMENTS**

- A. Curb Number Painting Agreement and Scope of Work



## CONTRACT SERVICES AGREEMENT

(Curb Numbering Painting)

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Care for the Children, a Sole Proprietorship (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

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

### I.

#### ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.” All services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 1.2 TERM: This Agreement shall have a term of 3 months commencing from August 1, 2015. 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.

The Parties may, by mutual written consent, extend the term of this Agreement if necessary to complete the services.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is Thirteen Six Hundred Dollars (\$13,600.00) based on a price of One Dollar and Sixty Cents (\$1.60) per curb number, without advance written approval of City's Engineer or designee.
- B. CONTRACTOR shall not be reimbursed for any expenses unless such expenditure and reimbursement is authorized in writing by the CITY

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

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

additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment, including additional costs above and beyond contracted costs for Curb Numbering Painting Services under this Agreement associated with securing a Curb Numbering Painting Service provider due to CONTRACTOR'S abandonment.

II.

PERFORMANCE OF AGREEMENT

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

Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);

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

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

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

attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. In the event CITY provides CONTRACTOR written approval to assign this Agreement, this Agreement shall be binding on the successors and assigns.

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

orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.
- 2.11. BONDS: Performance Bond. If specifically requested by City, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Contract, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

Payment Bond. If required by law or otherwise specifically requested by City, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Contract, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Contract, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to

the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Contract for cause.

Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

### III. INSURANCE

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

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

IV.  
INDEMNIFICATION

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

CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

## V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure

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

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or

regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY,

in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

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

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

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

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

## VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists,

data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Care for the Children  
13710 Whittier Blvd, Suite #204  
Whittier, CA 90606  
Attn: Robert G. Henderson  
Phone: (888) 227-3801  
Email: 1rg@care4thechildren.org

**CITY:**

City of Huntington Park  
Public Works  
6542 Miles Avenue  
Huntington Park, CA 90255  
Attn: Claude Bilodeau  
Phone: (323) 584-6324  
Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed,

forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: No portion of the work covered by this Agreement can be subcontracted or assigned without prior written approval of the City. Requests to subcontract all or any portion of services required by this contract will be submitted to the City's Engineer, or his designee, at least fifteen (15) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractor who will provide services shall have successfully passed a background check prior to commencing work. Contractor shall bear the expense of any subcontractor background checks. Subcontracts (including without limitation subcontracts with subcontractors), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation

between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and

CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

**Care For The Children:**

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

By: \_\_\_\_\_  
Name: Robert G. Henderson  
Title: Executive Director, Care For The Children

**APPROVED AS TO FORM:**

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

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**CURB NUMBER PAINTING**

The City of Huntington Park seeks a qualified Curb Number Painter to paint numbers to approximately 8,500 addresses. This will make it easier to find an address, especially at night and help emergency personnel find the address more quickly.

- a. All work shall be done between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. No modifications shall be permitted without prior approval by the Public Works Superintendent or designated representative. Additional scheduling may be permitted upon prior approval.
- b. Care for the Children will give notice to the resident one to three days prior to the addresses being painted.
- c. Care for the Children will complete the curb number painting within 120 days of signing the contract.
- d. Representatives of Care for the Children will wear a reflective vest, their charity I.D. badge and copy of the city license.
- e. It shall be understood that the Contractor will be required to perform and complete the proposed curb painting work in a thorough and professional manner. The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.
- f. Contractor shall protect adjacent surfaces from paint smears, spatter, over spray and that paint does not spill into gutters.
- g. Contractor shall provide the labor, materials, equipment, tools, services and special skills necessary to complete all the work in a timely manner that will meet the City's requirements.
- h. Contractor shall paint the background is in white and 4" black numbers are painted onto the white reflective square.
- i. The Public Works Superintendent or designated representative will provide Care for the Children with a list of addresses to be completed.
- j. Care for the Children will provide Public Works Superintendent or designated representative a daily report of address completed.