

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Tuesday, October 6, 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 Amezcuita**  
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 by Xochitl Murillo, Field Representative, from Assembly Member Miguel Santiago's Office Providing a Legislative Update and Introduction of New Field Representative David Juarez

Presentation by City of Huntington Park Finance Department on Fiscal Year 2014-2015 General Fund Projected Year End Review

Presentation by City of Huntington Park Police Department on their Park Public Safety Program

## **PUBLIC COMMENT**

*For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. 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 – ANTICIPATED LITIGATION  
Government Code Section 54956.9 (d)(4)  
Consideration of initiation of litigation – one potential case
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9 (d)(2)  
Significant exposure to litigation – one potential case
3. PUBLIC EMPLOYEE RELEASE/DISMISSAL  
Government Code Section 54957  
Contractor: Rice, Englander & Associates

**CLOSED SESSION (continued)**

**4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property Location: 6325 and 6613-6725 Rita Ave, Huntington Park, CA

APN#s: 6320-030-906 and 6322-017-901 through 910

Agency Negotiator: John Ornelas, Edgar Cisneros, Manuel Acosta

Negotiating Parties: Pacific Blvd. Holdings 26 LLC and Bentley Global

Under Negotiation: Terms of payment and price

RECONVENE TO OPEN SESSION

**CLOSED SESSION ANNOUNCEMENT**

**CONSENT CALENDAR**

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

**OFFICE OF THE CITY CLERK**

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

1-1 Regular City Council Meeting held Monday, September 21, 2015

**FINANCE**

**2. Approve Accounts Payable and Payroll Warrants dated October 6, 2015**

**3. Approval Termination of Professional Services Agreement with Rice, Englander & Associates, a Sole Proprietorship for Services Related to Government Consulting and Advocacy Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve termination of agreement with Rice, Englander & Associates, for Government Consulting and Advocacy Services; and
2. Authorize the Interim City Manager to issue a Notice of Termination to the consultant.

**CONSENT CALENDAR (continued)**

**COMMUNITY DEVELOPMENT**

**4. Adopt Ordinance Relating to Allowed Land Uses**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and adopt Ordinance No. 942-NS, Amending Title 9, Chapter 4, Article 3 of the City of Huntington Park's Municipal Code Relating to Allowed Land Uses.

**END OF CONSENT CALENDAR**

## REGULAR AGENDA

### FINANCE

5. **Approve Professional Services Agreement with MuniServices for Utility Users Tax Consulting Services.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the professional service agreement with MuniServices, LLC, for continued utility users tax consulting services for a period of three (3) years; and
2. Authorize the Interim City Manager to execute the professional service agreement.

### PUBLIC WORKS

6. **Consideration and Approval of Agreement for Landscape Maintenance Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement for Landscape Maintenance Services for a base contract amount annually with a maximum of two 1-year extensions of term;
2. Authorize the Interim City Manager to execute the agreement; and
3. Encumber the remaining portion of the annual contract amount for FY 2015-2016 for the payment of Landscape Maintenance Services.

### CITY CLERK

7. **Discussion and/or Action of Action Minutes vs. Summary Minutes**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review a report on minutes formats for City Council and advisory board meetings;
2. Direct staff to prepare an ordinance, authorizing Action Minutes to be the format used for the official record of the proceedings of City Council and advisory board meetings; and
3. Schedule first reading and introduction of said ordinance for the October 20, 2015, City Council Meeting.

## **REGULAR AGENDA (continued)**

### **CITY COUNCIL**

#### **8. Council Appointments to Civil Service, Historic and Youth Commissions**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointments to the Civil Service, Historic and Youth Commissions consistent with the newly adopted provisions set forth in Resolution No. 2015-19.

#### **9. Discussion and/or Action of Additional City Commissions**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review and discuss additional city commissions.

#### **10. Approve Resolution in Support of the Completion of the 710 Freeway (Freeway Tunnel Alternative)**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-41, Supporting the Completion of the 710 Freeway (Freeway Tunnel Alternative)

### **PARKS AND RECREATION**

#### **11. Approval of Expenditure for Holiday Decorations on Pacific Boulevard**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the use of Art in Public Places funds budgeted in FY 2015/16;
2. Authorize Parks and Recreation to sole source the installation and waive the formal bidding requirements of issuing this Purchase Order in compliance with Huntington Park Municipal Code, section 2-2.12(i), for the removal, cleaning and storage of Holiday Decoration on Pacific Boulevard from Dekra-Lite using account #232-6010-419.73-10 in the amount \$17,535.00; and
3. Authorize staff to request a Purchase Order for Dekra-Lite in the Amount of \$17,535.00.

**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 Tuesday, October 20, 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 1st of October, 2015.



Donna G. Schwartz, CMC, City Clerk

## MINUTES

Adjourned Regular Meeting of the  
City of Huntington Park City Council  
Monday, September 21, 2015

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:17 p.m. on Monday, September 21, 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: Edgar Cisneros, Assistant City Manager, Noel Tapia, Assistant City Attorney, Cosme Lozano, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director, Michael Ackerman, City Engineer, Manuel Acosta, Economic Development Manager, Fernanda Palacios, Redevelopment Project Manager, Carlos Luis, Sr. Planner and Donna Schwartz, City Clerk.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Yodeli Rosales, Age 9, Loma Vista Elementary School

### **INVOCATION**

The invocation was led by Mayor Macias

### **PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a "Certificate of Appreciation" to Yodeli Rosales for leading the Pledge of Allegiance.

Council presented a "Certificate of Recognition" to Lorena and Marilyn Gonzalez, for Coordinating the "Walk/Run Together" Event.

Claude Bilodeau, City of Huntington Park Public Works Superintendent, presented a PowerPoint presentation on Illegal Dumping.

### **PUBLIC COMMENT**

1. Edgar Gordillo, commented on illegal dumping and noted that outside residents are coming into the City and dumping.
2. Francisco Rivera thanked Council and the Public Works Department, he commented on illegal dumping and announced how he volunteers his time cleaning up along Pacific Boulevard, glad the community is coming together, would like to see a mall, an Arby's or an Olive Garden, sad he has to go elsewhere and reiterated beautifying Pacific Boulevard.
3. Omar Martinez and friend, commented on the food stand that closed in Keller Park and is interested in bringing in a lunch truck and his friend is interested in coordinating events for the youth.
4. Henry Garcia, stated people drop things off in the City and in his surrounding neighborhood, wants this to stop, people are parking in the City that don't live here, wants tickets given out and people who have garages aren't using them.
5. Rodolfo Cruz, commented on item 2 on the Successor Agency agenda, Council volunteering their time planting trees, public employees, the .21% tax that was approved, illegal dumping, issues on Pacific Boulevard and safety of others.

## **PUBLIC COMMENT (continued)**

6. David Sanchez, commented on civil rights with regards to the two appointments not being citizens, himself being questioned about not living in the city while running for Council, corruption in various cities, asking to be considerate to people in Huntington Park and Valentine Amezquita.
7. Nick Ioannidis, spoke in regards to his business being used as a campaign headquarters while Macias was running, noted his citizenship and talked about his life in the City.
8. George Franco, noted the meeting held regarding the new school in Huntington Park, wasn't very eventful. He questioned why there wasn't any crossing guards at the school and that people would like more information.
9. Melinda Amato, spoke in support of the two appointments and commented on Immigration Laws and the undocumented population.
10. Joel Frost Tift, commented on his previous public comment at the last meeting and previous laws that were cited, noted he is an Immigration Lawyer and proceeded to state "no law was broken for appointing the two commissioners" and commented on the signs in the audience.
11. Mark Forte, stated everyone should be supporting all people in their cities no matter where they are from.
12. Dr. Newman, commented on the City having a high percentage of gangs, too many homeless, bicycle riders on sidewalks, suggested cooperating with the neighboring cities regarding illegal dumping and read from a book.
13. Juliano Jarquin, spoke in regards to grants, various health events, would like to present information at a later date and feels cities should be working together.
14. Wes Parker, spoke on sovereign laws, illegal dumping, hypocrisy and deportation.
15. Arthur Schaper, commended Council Member Amezquita, commented on pension liabilities, forensic audit, commissioners on commissions, commented on previous comments and decisions by council.
16. Robin Hvidston, We the People Rising, commented on slave labor, civil rights violations, feels the focus should be on Veterans and foster children and opposed the appointments and commented on forensic audit.
17. Betty Retama, clarified a comment made towards Ms. Caraballo, commented on the oath of office taken by Council, commended Francisco Rivera for his volunteerism and spoke in opposition to the current Council.
18. Sandra Orozco, commented on the City of Bell, the two appointments and laws being broken, contracts not going through the RFP process, commented on a forensic audit and spoke in opposition of the current Council.
19. Von Beck, commented on poor decisions made by Council.
20. Chanell Temple, We the People Rising, spoke in regards to equal rights, City's policy of appointing and asked to reconsider decision.
21. Valentine Amezquita, commented on civil rights, previous comments, oath of office taken by Council, vision of the City being successful, candidate campaign promises to decrease water rates, additional commissions and on-line translation.
22. Linda Caraballo, noted the comment that was made towards her, residency of the Council, commented on the appointments and applications that were submitted, and commented on previous speakers.

## **PUBLIC COMMENT (continued)**

23. Janet West, spoke in regards to the decision to appoint the two immigrants, live scan process, lawlessness and oath of office taken by Council.
24. Etta Harbin, feels laws should be enforced, spoke in opposition to the current Council and commented on citizenship.
25. John Wesley Nobles, announced he was a citizen and a Veteran, spoke about honor, country and Americans.
26. Betty Robinson, We the People Rising, commented on the decision by Council to appoint the two immigrants, acknowledged We the People is a diverse group and referenced and read a column.
27. DeAnn D'Lean, spoke about honesty, trust and respect for Veterans, those in the work force and tax payers and how respect needs to be practiced.
28. Stella Stephens, addressed illegal dumping, culture problems, manners, health & safety code, diseases that can come from illegal dumping and laws being flawed.
29. Raul Rodriguez, America First Latinos, spoke in opposition to illegal immigrants, acknowledged Nick as a patriotic citizen, was thankful for the presentation on illegal dumping, and commented on a forensic audit and Department of Justice.

## **STAFF RESPONSE**

Mayor Macias asked Assistant City Manager Cisneros to respond to the comment related to traffic surrounding the new school and the issue of crossing guards.

Assistant City Manager Cisneros stated that these issues are currently being discussed with the school and a follow-up meeting with the community will be scheduled regarding these issues.

City Engineer Ackerman stated there was a community meeting held regarding the new school and the crossing guard issues. He explained that the new school has conditions of approval they have to meet and are currently being reviewed.

Mayor Macias addressed the forensic audit comments stating the City has already requested a state audit which is in the process.

## **CLOSED SESSION**

At 8:15 p.m. Assistant City Attorney Tapia recessed to closed session

1. LIABILITY CLAIM- [one potential matter] Government Code Section 54956.95  
Claimant: Martha Lozano  
Agency claimed against: City of Huntington Park
2. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)  
City's Designated Representative(s) for Negotiations: John Ornelas, Interim City Manager and Edgar Cisneros, Assistant City Manager  
Employee Organization: Police Officers Association (POA)

At 8:50 p.m. Mayor Macias reconvened to open session. All Council Members present.

## **CLOSED SESSION ANNOUNCEMENT**

Assistant City Attorney Tapia announced for Closed Session items 1 & 2, direction given no action taken.

## CONSENT CALENDAR

Council Member Sanabria noted a change to the minutes.

Vice Mayor Ortiz noted a change to the minutes and would like the preparation of the minutes be revisited and asked Assistant City Manager to look into the various ways.

City Clerk Schwartz informed Council that the minutes are summary and explained when more than one comment is made of the same issue it would be summed up in one summary but if comments are the same but with added points it would then be individualized comments. Ms. Schwartz stated if Council would like the minutes to be changed an ordinance would need to come back for approval.

Mayor Macias feels this can come back to council for discussion, however, in the meantime perhaps use action minutes on the other items but for public comment more of a summary.

Council Member Amezcua suggested maybe more time can be given to prepare the minutes.

Mayor Macias stated the minutes are a legal document and should be prepared for the next meeting for approval and recommended to Assistant City Manager Cisneros to bring back the minutes on the next agenda for discussion.

**Motion:** Council Member Sanabria motioned to approve Consent Calendar items, with noted changes to the minutes, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcua, 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, September 8, 2015

### **FINANCE**

2. Approved Accounts Payable and Payroll Warrants dated September 21, 2015

## END OF CONSENT CALENDAR

### PUBLIC HEARING

### **COMMUNITY DEVELOPMENT**

3. **Approval and Adoption of Fiscal Year (FY) 2014-2015 Consolidated Annual Performance and Evaluation Report CAPER**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt the Fiscal Year 2014-2015 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize the Interim City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2015.

### **PUBLIC HEARING ITEM 3 (continued)**

Assistant City Manager Cisneros presented the item and introduced Economic Development Manager Manuel Acosta. Mr. Acosta stated the CAPER is an evaluation report of how CDBG and HOME funds are spent and that the City performed very well considering cut backs throughout the five years and closed speaking in support of staff's recommendations.

Council Member Amezcuita questioned if the cuts were across the country and if funds would increase due to unemployment.

Mr. Acosta stated this was across the country based on formula and as far as increase in funds it's based on population and census.

Council Member Amezcuita feels if facilitating improvements to Pacific Boulevard it could possibly increase funds and would like to somehow include improvements in future funds.

Mr. Acosta stated increase to funds is based on formulas across the country and that in the future some funds can be allocated into improvements on Pacific Boulevard.

Council Member Pineda recommends reviewing and comparing reports to find where funds can be used toward residential improvements in the community.

Mr. Acosta stated in the five year plan this was addressed but due to cuts and previous direction programs were reduced and/or cut but this year monies are included for residential rehab and partnering with other programs.

Council Member Pineda also suggested staff look into other grants.

Mr. Acosta stated there are grants that are being applied for.

Mayor Macias questioned if the neighborhood improvement action plan was new.

Mr. Acosta stated HUD requested they prepare the plan.

Mayor Macias requested that the fence at the Oldtimers Foundation be looked into for repair.

Mr. Acosta stated they have been made aware of the issue.

Council Member Sanabria agrees with having someone look into the fence being repaired.

Council Member Pineda questioned if budget cuts have effected code enforcement.

Mr. Acosta explained that this program was put on hold because of cost.

Mayor Macias opened the item for public comment.

**Public Comment** – None

Mayor Macias closed public comment.

**Motion:** Council Member Sanabria motioned to adopt the Fiscal Year 2014-2015 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize the Interim City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2015, 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

## **PUBLIC HEARING (continued)**

### **4. Ordinance Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to Allowed Land Uses and Approval of a Conditional Use Permit (CUP), Development Permit (DP), Parcel Merger (PM) and Adoption of a Categorical Exemption**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Consider public testimony and staff's analysis; and
3. Waive further reading, and introduce Ordinance No. 942-NS, Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to allowed land uses;
4. Schedule the second reading and adoption of the Ordinance for October 6, 2015; and
5. Approve a Conditional Use Permit, Development Permit, Parcel Merger, and adoption of a categorical exemption to expand an existing commercial building to establish a medical facility located at 1900 Slauson Avenue, within the Manufacturing Planned Development (MPD) Zone.

Assistant City Manager Cisneros presented the item and introduced Sr. Planner Carlos Luis who presented a PowerPoint presentation stating that the applicant Camfield Partners is requesting approval of the ordinance to allow land uses and a conditional use permit and adoption of a categorical exemption to expand an existing commercial building into a medical facility. Mr. Luis gave an over view of the vicinity map, zoning map, parcel map, aerial view, existing conditions, project background, project/site data, site plan, floor plan, elevations, analysis of the zoning ordinance amendment, conditional use permit, development permit and the parcel merger and closed with speaking in support of staff's recommendations.

Vice Mayor Ortiz questioned if the City owned any of the property and would like to show that the Planning Commission recommended adding to the conditions that the applicant would promote employment opportunities.

Mr. Luis stated the property is privately owned and that the recommendation will show in the conditions and the Planning Commission minutes.

Council Member Pineda also recommended adding employment opportunities to the conditions.

Council Member Amezquita questioned if the zoning amendment would apply to other zoning areas and on allowed uses.

Mr. Luis stated yes it is an additional use for property that is currently zoned manufacturing and would have that opportunity to have this condition via a use permit.

Council Member Amezquita announced City of Huntington Park is a very business friendly City.

Council Member Sanabria questioned the amount of revenue this proposed project would bring.

Mr. Luis defaulted to the representative of AltaMed.

Assistant City Manager Cisneros also noted the sales tax that would arise from the employees and patients that would potentially shop at the local businesses.

Vice Mayor Ortiz questioned the number of parcels being merged. Ms. Ortiz voiced concern with the parcels that are not merged if it would be difficult to sell in the future.

## **PUBLIC HEARING ITEM 4 (continued)**

Mr. Luis stated staff will be working with the applicant to determine which is the most optimal consolidation for the property and stated that the Council, at its discretion, can require that all the lots be consolidated or not, but noted it would be an additional cost to the applicant.

Vice Mayor Ortiz commented on sizes of the lots and WHAT CAN be merged.

Mayor Macias opened the item for public comment.

### **Public Comment**

1. Ken Jackson, Camfield Partners, commented on the additional cost to merge more parcels stating it would tip them into more planning actions and then introduced Ms. Roberts of AltaMed.
2. Angela Roberts, Sr. Executive, AltaMed, explained the opportunity AltaMed has to expand to the City due to the increase in patients at their current facility, noted the employment opportunities to the City and further described what AltaMed represents.

Council Member Amezcua questioned the development of the project and employment.

Ms. Roberts assured Council that AltaMed will have an exceptional facility once it is finished and that previous projects have employed locally.

Council Member Pineda reiterated the employment opportunity be added to the conditions

Mayor Macias closed public comment.

**Motion:** Vice Mayor Ortiz moved to waive further reading, introduce Ordinance No. 942-NS, Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to allowed land uses, schedule the second reading for adoption of the Ordinance on October 6, 2015, approve a Conditional Use Permit, Development Permit, Parcel Merger, and adoption of a categorical exemption to expand an existing commercial building to establish a medical facility located at 1900 Slauson Avenue, within the Manufacturing Planned Development (MPD) Zone, with the condition that the motion be identical to the Planning Commission's motion that jobs for local residents be a priority, seconded by Council Member Sanabria. Motion passed by the following vote:

### ROLL CALL:

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

## **REGULAR AGENDA**

### **COMMUNITY DEVELOPMENT**

5. Continued from 9-8-15 City Council Meeting: **Approve Resolution Appropriating \$319,000 of Metro Transit Oriented Development Grant Funds for Costs Associated with the Focused General Plan Update**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-35, Appropriating \$319,000 of METRO Transit Oriented Development Grant Funds for Costs Associated with the City's Focused General Plan Update; and
2. Authorize appropriation of \$319,000 for within FY 2015-2016.

## **REGULAR AGENDA (continued)**

Assistant City Manager Cisneros presented the item and introduced John Yoani, Consultant with Tierra West Advisors who introduced Jason Chiang with Tierra West Advisors and Marc Blodgett with Blodgett Baylosis Environment Planning and then proceeded with a PowerPoint presentation giving an update on the General Plan, how the project is funded, project goals, project team, project area, zoning map, Work Plan overview, City of Huntington Park's goals, existing conditions in Huntington Park, project progress completed to date, initial background research review, PlanHP.com website production (Live), next step and additional tasks needed to satisfy scope of grant agreement.

Council Member Sanabria questioned when the PlanHP.com will go live and how many responses.

Mr. Chiang stated the PlanHP.com is live now and within a week there were a few dozen responses.

Council Member Sanabria questioned the type of plan for outreach to the public.

Mr. Chiang stated the outreach will be conducted by LA Más doing a mix of unique events and piggy backing with City events.

Council Member Amezcuita questioned the cost of the Environmental Impact Report (EIR).

Mr. Blodgett stated the EIR is part of the "Work Plan" and is not an extra cost.

Council Member Amezcuita would like to foster mix use and high density residential and add a 3<sup>rd</sup> stop in the area of Alameda and Randolph, hopefully with potential funding from Metro in the future.

Mr. Yaoni collaboration is really a requirement to take a look at, what can be done in the future.

Mayor Macias commented on how difficult it is to obtain funding from Eco Rapid and would like outreach to the non-profits, communities for local environment etc.

Mr. Yaoni stated the outreach will go out to the local schools, churches, non-profits, markets, etc.

**Motion:** Council Member Amezcuita motioned to adopt Resolution No. 2015-35, Appropriating \$319,000 of METRO Transit Oriented Development Grant Funds for Costs Associated with the City's Focused General Plan Update and authorize appropriation of \$319,000 for within FY 2015-2016, seconded by Council Member Pineda. 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

### **6. Resolution Authorizing the Acceptance and Execution of a Funding Agreement with U.S. Department of Housing and Urban Development for the Lead Based Paint Hazard Control (LBPHC) Program**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-39, Authorizing the Acceptance and Execution of a Funding Agreement with HUD to receive a total of \$1,676,997 in grant funds for the Lead Based Paint Hazard Control Program (LBPHCP);
2. Authorize the Interim City Manager to execute all documents required for the participation of the program; and
3. Authorize the Interim Finance Director to appropriate \$558,999 of the total grant funds in the City's FY 2015-2016 Budget;

## **REGULAR AGENDA ITEM 6 (continued)**

Assistant City Manager Cisneros presented the item.

**Motion:** Council Member Sanabria motioned to Adopt Resolution No. 2015-39, Authorizing the Acceptance and Execution of a Funding Agreement with HUD to receive a total of \$1,676,997 in grant funds for the Lead Based Paint Hazard Control Program (LBPHCP), authorize the Interim City Manager to execute all documents required for the participation of the program and authorized the Interim Finance Director to appropriate \$558,999 of the total grant funds in the City's FY 2015-2016 Budget, 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

### **7. Resolution Approving a Loan Agreement between the City of Huntington Park and the Successor Agency in an Amount not to exceed \$1,234,000 which includes an \$800,000 Existing Loan from DTSC and \$434,000 General Fund for Costs Associated to the Cleanup of the Southland Steel Property**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-40, Approving a Loan Agreement between the City and Successor Agency in an amount not to exceed \$1,234,000 (\$800,000 DTSC Loan/\$434,000 General Fund) to pay for costs associated with the cleanup of the Southland Steel property;
2. Authorize the Interim City Manager to execute the Agreement in a form approved by legal counsel; and
3. Authorize the Interim Finance Director to transfer from the City's General Fund the amount of \$434,000 to the Successor Agency, as a loan to be used solely for the purposes described herein.

Assistant City Manager Cisneros presented the item and introduced Economic Development Manager Manuel Acosta and Redevelopment Project Manager Fernanda Palacios. Mr. Acosta briefly explained that the item was previously approved during the Successor Agency meeting and is before Council for approval.

Council Member Pineda commented on the interest rate and repayment of the loan.

**Motion:** Council Member Sanabria motioned to Adopt Resolution No. 2015-40, Approving a Loan Agreement between the City and Successor Agency in an amount not to exceed \$1,234,000 (\$800,000 DTSC Loan/\$434,000 General Fund) to pay for costs associated with the cleanup of the Southland Steel property, authorize the Interim City Manager to execute the Agreement in a form approved by legal counsel and authorize the Interim Finance Director to transfer from the City's General Fund the amount of \$434,000 to the Successor Agency, as a loan to be used solely for the purposes described herein, seconded by Council Member Amezquita . 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

## **COUNCIL**

### **8. Appointments to Planning, Civil Service, Historic and Youth Commissions**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

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

1. Make appointments to the Planning, Civil Service, Historic and Youth Commissions consistent with the newly adopted provisions set forth in Resolution No. 2015-19; and
2. Approve additional appropriations in the amounts of \$5,000 to account 111-0126-413.19-05 and \$3,150 to account 111-0122-413.19-05 to ensure budgetary sufficiency for FY 2015-2016; and /or
3. Direct Staff to extend the filing period.

Assistant City Manager Cisneros presented the item and introduced City Clerk Donna Schwartz who briefed the Council on the recommendations of the appointments and appropriations.

Council Member Amezcuita questioned his appointment to the Planning Commission.

Mayor Macias explained the process and asked Assistant City Attorney Tapia to confirm.

Mr. Tapia reiterated the approval of the resolution that was previously approved regarding the appointment process noting that it was the Mayor's authority to appoint if an appointment wasn't made after 60 days from approval of resolution.

Council continued to discuss the process.

Mayor Macias again reiterated the process.

Council proceeded with the appointments as follows:

### **Planning Commission** (1 vacancy)

Mayor Macias appointed Angelica Montes to a two year term ending March 2017.

### **Civil Service Commission** (5 vacancies)

Council Member Amezcuita appointed Edmundo Vicente Perez to a two year term ending March 2017.

Council Member Sanabria appointed Elsa Avalos to a four year term ending March 2019.

Vice Mayor Ortiz appointed Maria Magana to a four year term ending March 2019.

No appointment at this time – Council Member Pineda

No appointment at this time – Mayor Macias

### **Historic Preservation Commission** (5 vacancies)

Council Member Amezcuita reappointed Wally Shidler to a two year term ending March 2017.

Vice Mayor Ortiz appointed Luz Gomez to a four year term ending March 2019.

No appointment at this time – Mayor Macias

No appointment at this time – Council Member Pineda

Council Member Sanabria appointed Kathy Gaytan to a four year term ending March 2019.

### **Youth Commission** (2 vacancies)

No appointments at this time – Amezcuita

**REGULAR AGENDA ITEM 8 (continued)**

**Motion:** Council Member Sanabria motioned to approve additional appropriations in the amounts of \$5,000 to account 111-0126-413.19-05 and \$3,150 to account 111-0122-413.19-05 to ensure budgetary sufficiency for FY 2015-2016, seconded by Vice Mayor Ortiz. 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

**Motion:** Council Member Pineda motioned to direct staff to extend the filing period 30 days for the current vacancies, seconded by Mayor Macias. 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

**9. Approve Letter of Support Senate Bill 485 – County of Los Angeles: Sanitation Districts**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Mayor to execute letter of support for Senate Bill 485 which would provide Sanitation Districts with the authority to assist local jurisdictions with stormwater and urban runoff projects.

Mayor Macias announced she sits on the District Board, understands stormwater runoff projects don't have a lot of funding and expressed her support.

**Motion:** Council Member Sanabria motioned to authorize Mayor to execute letter of support for Senate Bill 485 which would provide Sanitation Districts with the authority to assist local jurisdictions with stormwater and urban runoff projects, seconded by Vice Mayor Ortiz. 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

**FINANCE**

**10. Continued from 8-17-15 City Council Meeting: Approve Resolutions to Execute Certain Documents Required State Board of Equalization for Implementation of the Local Prepaid Mobile Telephony Service Collection Act and the Examination of Prepaid Telephone Services Surcharges and Local Records**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-31, Authorizing the Interim City Manager to Execute an agreement with the State Board of Equalization (BOE) for Implementation of the Local Prepaid Mobile Telephony Services Collection Act ("Act"); and
2. Adopt Resolution No. 2015-32, Authorizing the Examination of Prepaid Mobile Telephone Services Surcharge and Local Charge Records by designating the Interim Finance Director to conduct such examination.

## **REGULAR AGENDA ITEM 10 (continued)**

Assistant City Manager Cisneros presented item and introduced Finance Manager Annie Ruiz who gave a brief overview of the resolutions that authorize an agreement with the State Board of Equalization (BOE) to implement collection of utility taxes.

Council Member Amezcuita concerned with the effect this will make on the residences who are low-income and will be voting no.

Council Member Pineda questioned the number of users.

Ms. Ruiz stated the number of users are unknown at this time but that the BOE will be able to track them.

Vice Mayor Ortiz questioned if the residents are currently being taxed.

Ms. Ruiz stated not at this time that this utility tax is on wireless prepaid mobile services.

Council Member Sanabria noted this is part of legislation.

Mayor Macias clarified signature authority.

**Motion:** Council Member Sanabria motioned to Adopt Resolution No. 2015-31, Authorizing the Interim City Manager to Execute an agreement with the State Board of Equalization (BOE) for Implementation of the Local Prepaid Mobile Telephony Services Collection Act ("Act") and Adopt Resolution No. 2015-32, Authorizing the Examination of Prepaid Mobile Telephone Services Surcharge and Local Charge Records by designating the Interim Finance Director to conduct such examination, seconded by Vice Mayor Ortiz. Motion passed 4 to 1 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezcuita,

## **PARKS & RECREATION**

### **11. Discussion and Consideration of Concession Stand at Keller Park**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider demolition of the current Concession Stand at Keller Park; and/or
2. Direct staff to research additional vendors and provide Council with additional options.

Assistant City Manager Cisneros presented item and introduced Parks & Recreation Director Espinosa who explained the current condition of the facility noting there is major damage to the structure and the cost to rebuild would be costly. Ms. Espinosa stated there are options such as food trucks, portable vendors, and different types of kiosk or for Council to give staff direction.

Council Member Amezcuita questioned if city could give a tenant an option to repair while leasing.

Ms. Espinosa stated the structure is not in compliance and would need to be repaired before utilizing the structure.

Assistant City Manager Cisneros stated if this is Councils wishes this is an option however the item today is perhaps to consider staff to demo or leave the structure standing and to go out and see who can provide us service through one of the vendor options.

## **REGULAR AGENDA ITEM 11 (continued)**

Council Member Amezcuita recommended to engage potential vendors to see what options are available.

Assistant City Manager Cisneros agrees.

Council Member Sanabria would like all ideas looked into before any demolition occurs.

Mayor Macias agrees but would like extended outreach to the local community.

Vice Mayor Ortiz recommended healthy options.

Council Member Pineda recommends something more permanent versus a food truck.

Ms. Espinosa stated she has been speaking to the local businesses.

Council directed staff to research additional vendors and provide Council with additional options at a later date.

### **POLICE**

#### **12. Approve the 2015-2016 Selective Traffic Enforcement Program (STEP) Grant Agreement**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Police Department to accept funding provided through the Selective Traffic Enforcement Program totaling \$126,000.00;
2. Authorize the Chief of Police, Interim Finance Director, Grant Director (Traffic Sergeant) to execute the Standard Agreement for FY 15-16 for Selective Traffic Enforcement Program (STEP), between the City of Huntington Park and the State of California Office of Traffic Safety; and
3. Appropriate the amount of \$94,500 in the City's FY 15-16 Budget for the overtime, equipment purchases, and training specified within this report.

Assistant City Manager Cisneros introduced Chief of Police Lozano who presented the item speaking in support of staff's recommendation to approve the acceptance of funding for safety measures noting it is a reimbursement fund, no matching funds.

Council Member Pineda questioned if the funds have been awarded yet.

Chief Lozano stated the funds at this time have not been awarded but will be received once we request reimbursement.

Interim Finance Director Mazyck stated that typically grant funds are spent up front and reimbursed after.

Council Member Pineda recommends to request reimbursement of funds so that the monies are put back where it was spent.

Mayor Macias questioned the equipment that will be purchased.

Chief Lozano stated equipment purchased can include barricades, cones, generator, mobile message board etc.

Mayor Macias questioned if funds would cover overtime.

Chief Lozano stated the funds cover all staff working the check points.

Council Member Pineda questioned the last time the city had a check point.

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

Chief Lozano stated the last one was a couple of years ago that funding wasn't requested last year.

Council Member Pineda commented on the City having a high rate of drunk driving.

**Motion:** Council Member Sanabria motioned to approve the Police Department to accept funding provided through the Selective Traffic Enforcement Program totaling \$126,000.00, approve the Police Department to accept funding provided through the Selective Traffic Enforcement Program totaling \$126,000.00, and appropriate the amount of \$94,500 in the City's FY 15-16 Budget for the overtime, equipment purchases, and training specified within this report, 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

### **13. Authorization to Renew Agreement with All City Management Inc. for Crossing Guard Services**

1. Approve renewal of agreement with All City Management Services, Inc. for Crossing Guard Services;
2. Authorize Interim City Manager to execute the agreement; and/or
3. Direct staff to determine if there are other companies that provide crossing guard services and consider advertising a request for proposal (RFP).

Assistant City Manager Cisneros introduced Chief of Police Lozano who presented the item briefing Council that the item was previously presented to Council and asked Council to reconsider staff's recommendations stating that the agreement at present time has expired however, service is still being provided and that the current agreement does have a 30 day term. Chief Lozano stated that staff has looked into others that provide the service and who uses them. He asked that Council consider directing staff to go out for RFPs.

Mayor Macias agrees with allowing staff time to go out for RFPs and to see who else uses this type of service.

Assistant City Attorney Tapia noted that the current agreement for approval has a fix term ending June 2016 but also has a 30 day term which gives the City the right to terminate agreement with a 30 day notice.

Assistant City Manager Cisneros stated the agreement before Council protects the City and allows the service to continue and time for staff to go out for RFPs.

**Motion:** Council Member Pineda motioned to approve renewal of agreement with All City Management Services, Inc. for Crossing Guard Services, authorize Interim City Manager to execute the agreement and directed staff to determine if there are other companies that provide crossing guard services and consider advertising a request for proposal (RFP), 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 (continued)**

### **PUBLIC WORKS**

#### **14. Approve Agreement with Landcare for Landscape Maintenance Service**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement with LandCare for Landscape Maintenance Services for an amount of \$277,000 with a maximum of two 1-year extensions of term;
2. Authorize the Interim City Manager to execute the agreement; and
3. Encumber the amount of \$207,750 for the payment of LandCare services for 9 months of the overall one-year contract period for FY 2015-2016.

Assistant City Manager Cisneros introduced City Engineer Michael Ackerman who presented the item explaining the approval is for an agreement for landscape services with Landcare and spoke in support of staff's recommendations.

Mayor Macias noted that LandCare was not the lowest bidder and questioned staff's recommendations.

Mr. Ackerman explained what was taken into consideration was the number of staff that was going to be provided versus cost, current landscaper knowing the City's property and also provided additional services i.e. in-house arborist, landscape architect and irrigation designer which could help with current Capitol Improvement Projects.

Council Member Amezquita questioned if the city would be charged for the additional services.

Mr. Ackerman stated that the contractor just asked for the opportunity to be able to bid when a project goes out for bid.

Council Member Sanabria questioned why the information wasn't previously provided.

Mr. Ackerman noted the question.

Vice Mayor Ortiz would have liked to see the companies come before Council to interview.

Mr. Ackerman stated that is at Council's discretion.

Mayor Macias would like a policy come back to Council on the RFP process. Concerned with the current agreement showing a maximum of two 1-year extensions and would like this changed to after a year to come back to Council or go out for RFPs. Ms. Macias motioned to go with the lowest bidder. Council Member Sanabria seconded.

Council Member Pineda questioned what the difference of service is between the current recommended contractor versus the lowest bidder.

Mr. Ackerman explained the difference is with the number of staff the contractor would provide in order to perform the scope of work, as far as, the term in the contract it is negotiated at every year.

Council Member Pineda questioned if any residents work for LandCare.

Mr. Ackerman stated he would return with the information.

Vice Mayor Ortiz questioned if the lowest bidder would be hiring.

Mr. Ackerman stated they had stated they would be hiring.

## **REGULAR AGENDA ITEM 14 (continued)**

Assistant City Attorney Tapia stated that the City can direct staff to change the contract to have no renewal and terminate upon 1 year.

Mayor Macias questioned the term.

Assistant City Attorney Tapia stated Council direct to change.

Mayor Macias amended her motion to approve agreement with Bennett Landscape with noted change to agreement to bring back to Council after a year for renewal.

Council Member Amezquita questioned the expertise of LandCare.

Mr. Ackerman stated they have the experience because they have been maintaining the city's landscaped areas and are well aware of the irrigation systems and functions.

Council Member Amezquita questioned LandCare versus Bennett.

Mr. Ackerman stated Bennett would be taken on a tour and would need to familiarize themselves with the program.

Council Member Amezquita questioned the cost for landscape or irrigation design if LandCare were to bid on this type of design work.

Mr. Ackerman stated it could run up tens of thousands of dollars.

Council Member Sanabria noted with regards to additional services provided by LandCare these services could be bid by other contractors and feels the City isn't losing or gaining anything.

Vice Mayor Ortiz would like to table the item for next City Council Meeting and have the bidders present so that Council can interview all three bidders.

**Motion:** Vice Mayor Ortiz motioned to table the item to next City Council meet so that Council can interview the three lowest bidders, 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

### **15. Approve Agreement with Trimming Land Company Inc. for Tree Maintenance Services**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the agreement with Trimming Land Company Inc., for Tree Maintenance Services for an amount of \$153,000 with a maximum of two 1-year extensions of term;
2. Encumber the amount of \$114,750 for the payment of Trimming Land Company Inc. services for 9 months of the overall one-year contract period for FY 2015-2016; and
3. Authorize the Interim City Manager to execute the contract.

Assistant City Manager Cisneros introduced City Engineer Michael Ackerman who briefed the Council on the recommendation to approve agreement with Trimming Land Company for tree maintenance services noting the bids received, the recommendation to encumber said amount and authorize execution of the contract.

**REGULAR AGENDA ITEM 15 (continued)**

Council Member Amezquita questioned the difference in the bids between the bidders.

Mr. Ackerman stated the difference was between the price per tree.

Council Member Sanabria is concerned with the need for the trees to be trimmed immediately before any storms.

Council Member Amezquita agrees and motioned to approve.

Assistant City Attorney Tapia noted that the contract has the same terms as mentioned and Council can give direction to staff to change as previously requested.

Mayor Macias agrees.

Council Member Sanabria motioned to approve with the condition that all trees to be trimmed within four months of this contract and to change contract to remove automatic renewal.

Angel Sotelo, representative for Trimming Land Company stated they have the capacity to trim the trees within four months.

Council Member Pineda questioned the service after the trees are trimmed.

Mr. Sotelo stated after the trees are trimmed they would be on an on call service to the City.

**Motion:** Council Member Sanabria motioned to approve the agreement with Trimming Land Company Inc., for Tree Maintenance Services for an amount of \$153,000 with the condition that all trees be trimmed within four months and change to contract that it comes back to Council after a year for approval, approve encumbrance in the amount of \$114,750 for the payment of Trimming Land Company Inc. services for 9 months of the overall one-year contract period for FY 2015-2016 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

**16. Discussion on Graffiti Removal Services**

Mayor Macias voiced concern with the RFP process, the language regarding mobile app., extension of receiving bids and a policy for RFP processing.

Assistant City Attorney Tapia stated they will work with staff regarding the policy.

Council Member Sanabria agrees to extension.

Council Member Amezquita suggested looking in-house for the graffiti removal.

Assistant City Manager Cisneros stated the City currently is short staff and bringing it in-house is not feasible but if it is Councils intention to bring in-house with hiring additional staff, we can certainly look into it.

Council Member Amezquita noted the cost for the graffiti RFP and would like staff to review cost of the service versus in-house.

Assistant City Manager Cisneros stated during the 30 day extension staff will look into it.

## **REGULAR AGENDA ITEM 16 (continued)**

Council Member Amezquita noted equipment that was previously purchased with regards to graffiti removal.

Mayor Macias requested the number of web based app users.

Assistant City Manager Cisneros stated the web based app is the City's app which goes through to the graffiti contractor.

City Engineer Ackerman explained the RFP process with regards to graffiti removal and the web based app.

Assistant City Manager Cisneros stated that staff will report back at a future date with requested information.

Mayor Macias directed staff to bring a draft RFP Policy back to Council.

Council Member Amezquita suggested adding to RFP no task be overlooked but is being done.

Assistant City Manager Cisneros stated draft RFPs are being distributed to Council for review.

Mayor Macias agrees with having Council review.

Chief of Police Lozano commented on graffiti removal stating the City previously had this program in-house in Field Services and had to contract it out due to the amount of time involved, amount of staff, and equipment related supplies. Mr. Lozano suggested to add to policy 2<sup>nd</sup> level buildings and color matching.

Mayor Macias agrees and to add steam cleaning.

Council Member Amezquita suggested adding that the contractor itemize their proposal.

Council recommended extending the time to submit RFPs to 30 days.

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

### **WRITTEN COMMUNICATIONS** - None

### **COUNCIL COMMUNICATIONS**

Council Member Valentin Palos Amezquita – reiterated his request to agendize water rates for discussion, would like to develop more commissions (Economic Development, Utilities, Transportation, Sustainability & Environment), announced that he is unable to attend all events due to his busy schedule and would like to look into resources to use for these events, commented on Council Members living in the City, wants to move forward and would like not to be interrupted while speaking.

Council Member Jhonny Pineda – clarified he did not promise to decrease water rates but to not increase the rates and that he campaigned to increase jobs. Mr. Pineda commented on helping out in the community he feels part of Council's job is to help out and move city forward.

Council Member Marilyn Sanabria – clarified she did not promise to decrease water rates during her campaign but to not increase the rates. She stated she wants to lead by example so the community participates wanting the community to be its best. Ms. Sanabria also stated she takes her obligation seriously even if it means picking up trash, she thanked those who spoke during public comment and those who attended and closed by thanking Chief of Police for inviting her to the special warrant search.

Vice Mayor Graciela Ortiz – stated she did not promise to decrease water rates during her campaign, thanked staff for all their hard work & patience, stated Council’s decisions are for long term, thanked Chief of Police for inviting Council to a special warrant search and announced that two Huntington Park schools football teams won.

Mayor Karina Macias – thanked staff for all their support, clarified she did not promise to decrease water rates, feels Council Member Amezquita’s comments regarding helping out in the community and her residency were insulting. Ms. Macias also commented on his participation with those who are opposed to the two appointments are discerning that the two appointees have already been sworn-in, also noting that those opposed are insulting the community and this behavior affects her personally. Mayor Macias closed by thanking staff for all their support.

**ADJOURNMENT**

At 11:41 p.m. Mayor Macias adjourned the City of Huntington Park City Council to the **NEW** Regular City Council Meeting on Tuesday, October 6, 2015, at 6:00 P.M.

Respectfully submitted,

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

DRAFT

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AAA ELECTRICAL SUPPLY INC	108550-00	535-8016-431.61-45	LAMPS	1,858.45	N
				<b>1,858.45</b>	
ABC BATTERY	94215	741-8060-431.43-20	BATTERY FOR UNIT 518	66.09	N
	93965	741-8060-431.43-20	BATTERY FOR UNIT 214	791.12	N
	94107	741-8060-431.43-20	BATTERIES FOR UNIT 351	194.57	N
				<b>1,051.78</b>	
ADAMSON POLICE PRODUCTS	INV189450	111-7010-421.61-22	DANIEL DEFENSE AIMPOINT	523.20	N
				<b>523.20</b>	
ADMIN SURE	8738	745-9030-413.33-70	ADMIN FEES- AUGUST 2015	7,080.40	N
	8795	745-9030-413.33-70	ADMIN FEES- SEPT 2015	7,080.40	N
	8855	745-9030-413.33-70	ADMIN FEES-OCT 2015	7,080.40	N
				<b>21,241.20</b>	
ADMINISTRATIVE SERVICES COOP, INC.	325341	219-0250-431.56-45	FIESTA TAXI-JULY 2015	70,601.50	N
	325817	219-0250-431.56-45	FIESTA TAXI- AUG 2015	69,844.89	N
				<b>140,446.39</b>	
ADT SECURITY	562401714	111-6022-451.56-41	SECURITY 10/01-12/31/15	210.60	N
				<b>210.60</b>	
ADVANCE RADIATOR & AIR CONDITIONING	26671	741-8060-431.43-20	ROD OUT/REPAIR RADIATOR	98.00	N
				<b>98.00</b>	
AFSCME COUNCIL 36	PPE 09-27-2015	802-0000-217.60-10	AFSCME DUES	664.20	Y
				<b>664.20</b>	
AMERI PRIDE UNIFORM SERVICES INC	1401188278	111-8020-431.61-20	LAUNDRY/RENTAL SRVC	116.18	N
	1401188278	741-8060-431.61-20	SHOP RAGS/SOIL LOCKER	30.98	N
	1401194099	111-8020-431.61-20	LAUNDRY/RENTAL SRVC	266.41	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

AMERI PRIDE UNIFORM SERVICES INC	1401194099	741-8060-431.61-20	SHOP RAGS/SOIL LOCKER	30.98	N
	1401199133	111-8020-431.61-20	LAUNDRY/RENTAL SRVC	131.94	N
	1401199133	741-8060-431.61-20	SHOP RAGS/SOIL LOCKER	30.98	N
	1401204213	111-8020-431.61-20	LAUNDRY/RENTAL SRVC	109.44	N
	1401204213	741-8060-431.61-20	SHOP RAGS/SOIL LOCKER	30.98	N
				<b>747.89</b>	
AMERICAN CELEBRATIONS	143521	111-6020-451.61-35	HELIUM TANK REFILL	255.06	N
				<b>255.06</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 09-27-2015	802-0000-217.50-40	CANCER INSURANCE DEDUCTION	106.58	Y
				<b>106.58</b>	
ANGELA CORNEJO	67528624662601	111-0110-411.61-20	ADMIN MEETING SUPPLIES	8.98	N
	105142	111-0210-413.61-20	ADMIN MEETING SUPPLIES	13.93	N
	95316703003	111-0110-411.66-05	CITY COUNCIL SUPPLIES	4.57	N
	990033071674597	111-0110-411.66-05	CITY COUNCIL SUPPLIES	4.67	N
				<b>32.15</b>	
ANTHONY PLASCENCIA	HP-S0215	111-6030-451.61-35	BASEBALL UMPIRE SRVC 8/14	35.00	N
				<b>35.00</b>	
ARROYO BACKGROUND INVESTIGATIONS	710	111-7010-421.56-41	POST BACKGROUND INVESTIGATION	800.00	N
				<b>800.00</b>	
AT&T	000007013022	111-7010-421.53-10	ACCT# C602225408777	1,845.00	N
	7013021	111-9010-419.53-10	ACCT# C602225407777	3,476.33	N
	7013024	111-9010-419.53-10	ACCT# C602225410777	88.08	N
	7013025	681-8030-461.53-10	ACCT# C602225411777	219.00	N
	7000816	111-9010-419.53-10	ACCT# 3222438	200.92	N
				<b>5,829.33</b>	
AT&T MOBILITY	870062392X09142	111-7010-421.53-10	ACCT# 870062392	800.72	N
	993625860X09142	111-7010-421.53-10	ACCT# 993625860	3,258.72	N
				<b>4,059.44</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

AT&T PAYMENT CENTER	9/7/15-10/6/15	111-7010-421.53-10	ACCT# 335 266-3215 820 5	65.24	N
	9/7/15-10/6/15	111-9010-419.53-10	ACCT# 337 841-4292 333 3	79.68	N
	9/7/15-10/6/15	111-9010-419.53-10	ACCT# 337 841-4289 333 8	192.39	N
	9/7/15-10/6/15	111-9010-419.53-10	ACCT# 337 841-4288 333 9	99.67	N
	9/7/15-10/6/15	111-9010-419.53-10	ACCT# 337 841-4787 333 0	32.76	N
	9/7/15-10/6/15	111-9010-419.53-10	ACCT# 337 841-4286 333 1	32.76	N
	9/7/15-10/6/15	111-9010-419.53-10	ACCT# 337 841-4285 333 2	32.76	N
	9/7/15-10/6/15	111-9010-419.53-10	ACCT# 337 841-4284 333 3	32.76	N
				<b>568.02</b>	
BOB BARKER COMPANY INC.	WEB000390523	121-7040-421.56-14	JAIL SUPPLIES	483.92	N
				<b>483.92</b>	
BOTACH TACTICAL	99463	111-7022-421.61-29	BATTERIES	249.20	N
				<b>249.20</b>	
BRIAN MEJIA	54843/55316	111-0000-228.20-00	BBALL LEAGUE REFUND	62.00	N
	54843/55316	111-0000-347.25-00	BBALL LEAGUE REFUND	350.00	N
				<b>412.00</b>	
CAL-LIFT INC	30514992	741-8060-431.43-20	FORKLIFT TANK	200.52	N
				<b>200.52</b>	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 07-06-15	802-0000-217.30-10	RETIREMENT BENEFIT	34,138.25	N
	PPE 07-06-15	802-0000-218.10-10	RETIREMENT BENEFIT	28,993.39	N
	PPE 07-06-15	802-0000-218.10-10	RETIREMENT BENEFIT	43,435.79	N
	PPE 09-13-15	802-0000-217.30-10	RETIREMENT BENEFIT	33,844.83	N
	PPE 09-13-15	802-0000-218.10-10	RETIREMENT BENEFIT	29,860.47	N
	PPE 09-13-15	802-0000-218.10-10	RETIREMENT BENEFIT	41,533.58	N
	PPE 08-30-15	802-0000-217.30-10	RETIREMENT BENEFIT	33,577.94	N
	PPE 08-30-15	802-0000-218.10-10	RETIREMENT BENEFIT	29,357.47	N
	PPE 08-30-15	802-0000-218.10-10	RETIREMENT BENEFIT	41,533.55	N
				<b>316,275.27</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

CALPERS	1822	802-0000-217.50-10	MEDICAL BENEFITS-SEPT 15	146,206.80	N
	1822	746-0213-413.56-41	MEDICAL BENEFITS-SEPT 15	459.01	N
	1822	217-0230-413.28-00	MEDICAL BENEFITS-SEPT 15	132,056.80	N
	1822	217-0230-413.56-41	MEDICAL BENEFITS-SEPT 15	459.00	N
	1844	802-0000-217.50-10	MEDICAL BENEFITS-OCT 2015	145,268.67	N
	1844	746-0213-413.56-41	MEDICAL BENEFITS-OCT 2015	456.23	N
	1844	217-0230-413.28-00	MEDICAL BENEFITS-OCT 2015	131,257.31	N
	1844	217-0230-413.56-41	MEDICAL BENEFITS-OCT 2015	456.22	N
				<b>556,620.04</b>	
CANON	15191848	111-9010-419.43-15	COPIER LEASE	693.88	N
	15288172	111-9010-419.43-15	COPIER LEASE-SEP 2015	693.88	N
				<b>1,387.76</b>	
CARD INTEGRATORS	0085103-IN	111-7010-421.61-20	ID CARD MAINTENANCE	441.60	N
				<b>441.60</b>	
CARLOS LUIS	HRNNY8LNCM7	239-5060-463.59-15	CONFERENCE REGISTRATION	750.00	N
	10/3/15-10/6/15	239-5060-463.59-15	PER DIEM- APA CONFERENCE	180.00	N
				<b>930.00</b>	
CASA BONITA SENIOR APARTMENTS	10/1/15	242-5098-463.73-15	SUPPLEMENTAL ASSISTANCE	8,904.92	N
	9/1/15	242-5098-463.73-15	SUPPLEMENTAL ASSISTANCE	9,432.10	N
				<b>18,337.02</b>	
CELL BUSINESS EQUIPMENT	IN1716668	111-0110-411.43-05	COLOR COPIER-7/20-8/16	43.06	N
	IN1716668	111-0210-413.43-05	COLOR COPIER-7/20-8/16	43.06	N
				<b>86.12</b>	
CENTRAL BASIN MWD	HP-AUG15	681-8030-461.41-00	WATER PURCHASE-AUG 2015	147,033.58	N
				<b>147,033.58</b>	
CHAMPION CJD	441736	741-8060-431.43-20	TIRE SENSOR UNIT#955	235.44	N
				<b>235.44</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

CHARTER COMMUNICATIONS	9/1/15-9/30/15	111-9010-419.61-20	ACCT# 8245 10 007 0019175	11.68	N
				<b>11.68</b>	
CITY OF HUNTINGTON PARK - STANDARD	PPE 09-27-2015	802-0000-217.50-70	ADDITIONAL LIFE INSURANCE	791.23	N
				<b>791.23</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 09-27-2015	802-0000-217.30-30	MEDICARE 125 DEDUCTION	424.00	Y
				<b>424.00</b>	
CITY OF HUNTINGTON PARK GEA	PPE 09-27-2015	802-0000-217.60-10	EMPLOYEE GEA DUES	143.80	Y
				<b>143.80</b>	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 09-27-2015	802-0000-217.60-50	PRE PAID LEGAL DEDUCTION	133.82	N
				<b>133.82</b>	
CITY OF SIGNAL HILL	LAR UR2 2015-5	111-8030-461.56-42	LA RIVER PROGRAMS	49,418.22	N
				<b>49,418.22</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 09-27-2015	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,614.40	Y
				<b>1,614.40</b>	
COMSERCO, INC.	73073	111-7022-421.61-24	POLICE VEHICLE REPAIR	398.40	N
				<b>398.40</b>	
D&V SPORTS	4140	111-6040-451.61-35	SPRING 15 SOFTBALL AWARDS	400.00	N
				<b>400.00</b>	
DAILY JOURNAL CORPORATION	B2778778	215-6090-451.56-60	PUBLICATION-TREE SRVC	1,880.15	N
	B2778783	535-6090-452.56-60	PUBLICATION-LANDSCAPING	1,880.15	N
				<b>3,760.30</b>	
DAPEER, ROSENBLIT & LITVAK	10468	239-7055-424.32-50	LEGAL SRVC-8/17/15-8/31/5	1,777.50	N
	10464	239-7055-424.32-50	LEGAL SRVC-8/14/15-8/31/5	2,086.30	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

DAPEER, ROSENBLIT & LITVAK	10463	239-7055-424.32-50	LEGAL SRVC-8/31/5	141.82	N
	10465	239-7055-424.32-50	LEGAL SRVC-8/28/15-8/31/5	67.60	N
	10466	239-7055-424.32-50	LEGAL SRVC-8/26/15-8/31/5	180.00	N
	10467	239-7055-424.32-50	LEGAL SRVC-8/14/15-8/31/5	112.50	N
	10469	239-7055-424.32-50	LEGAL SRVC-8/14/15-8/31/5	225.00	N
	10470	239-7055-424.32-50	LEGAL SRVC-8/26/15-8/31/5	523.50	N
	10471	239-7055-424.32-50	LEGAL SRVC-8/05/15-8/31/5	720.00	N
				<b>5,834.22</b>	
DATA TICKET INC.	64650	111-7065-441.56-41	CITATION PROCESSING	100.00	N
	64606	239-7055-424.56-41	CITATION PROCESSING	178.00	N
				<b>278.00</b>	
DATAPROSE, INC.	DP1500131	681-3022-415.53-20	WATER BILLS/POSTAGE JAN	1,414.71	N
	DP1500131	681-3022-415.56-41	WATER BILLS/POSTAGE JAN	973.81	N
	DP1502379	681-3022-415.53-20	WATER BILLS/POSTAGE- AUG	1,248.68	N
	DP1502379	681-3022-415.56-41	WATER BILLS/POSTAGE-AUG	953.60	N
				<b>4,590.80</b>	
DE LAGE LANDEN	47179321	111-9010-419.44-10	BLACK/WHITE COPIER TAX	398.51	N
	47179325	111-9010-419.44-10	COLOR COPIER	129.78	N
	47173028	111-9010-419.44-10	COPIER LEASE-OCT 2015	1,556.30	N
	47179804	111-7010-421.44-10	COPIER LEASE	58.36	N
	47179800	111-7010-421.44-10	COPIER LEASE	58.36	N
	47088452	111-7010-421.44-10	COPIER LEASE	353.68	N
	47179802	111-7010-421.44-10	COPIER LEASE	58.36	N
	47179317	111-0110-411.43-05	COPIER PROPERTY TAX	18.52	N
	47179317	111-0210-413.43-05	COPIER PROPERTY TAX	18.53	N
				<b>2,650.40</b>	
DEPARTMENT OF CORONER	16ME0055	111-7030-421.56-41	AUTOPSY REPORT	70.00	N
				<b>70.00</b>	
DUNN EDWARDS CORPORATION	2009190988	535-8016-431.61-45	PAINTING SUPPLIES	15.43	N
				<b>15.43</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

EDNA ANCHUNDO	52677/55125	111-0000-228.20-00	DEPOSIT REFUND-SENIOR	250.00	N
				<b>250.00</b>	
EDWIN RUANO	7547	111-7020-421.43-10	PD STAIRWAY MATERIAL	1,715.00	N
				<b>1,715.00</b>	
ENTERPRISE FM TRUST	FBN2842880	226-9010-419.74-20	MONTHLY LEASE	1,210.75	N
	FBN2842880	229-7010-421.74-10	MONTHLY LEASE	876.99	N
				<b>2,087.74</b>	
ERIC BARRAZA	HP-S0214	111-6030-451.61-35	UMPIRING SRVCS 8/13/15	35.00	N
				<b>35.00</b>	
ESTELA RAMIREZ	54797/54834	111-6060-466.33-20	AEROBICS INSTRUCTOR	41.60	N
	54820/54804	111-6060-466.33-20	BODY TONING INSTRUCTOR	62.40	N
				<b>104.00</b>	
EXPERT ROOTER	91563	111-6022-451.43-10	TOILET STOPPAGE/MUNI PARK	88.00	N
				<b>88.00</b>	
F&A FEDERAL CREDIT UNION	PPE 09-27-2015	802-0000-217.60-40	EMPLOYEE DEDUCTION	15,156.50	Y
				<b>15,156.50</b>	
FIRST CHOICE SERVICES	507372	111-9010-419.61-20	COFFEE SUPPLIES	291.69	N
				<b>291.69</b>	
FUNFLICKS OF SO CAL, LLC.	1013366	239-7055-424.61-23	NATIONAL NIGHT OUT MOVIE	709.00	N
				<b>709.00</b>	
GABRIEL NAVOR	51477/55275	111-0000-228.20-00	HPCC DEPOSIT REFUND	427.25	N
				<b>427.25</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

GARDA CL WEST, INC.	20099168	111-9010-419.33-10	ARMORED TRANSPORTATION	199.06	N
	10136858	111-9010-419.33-10	ARMORED TRANSPORTATION	636.65	N
				<b>835.71</b>	
GRAINGER	9835046864	221-8014-429.61-20	TRAFFIC SAFETY EQUIPMENT	76.16	N
				<b>76.16</b>	
HDL COREN & CONE	0021664-IN	111-9010-419.56-41	PROPERTY TAX CONTRACT SRV	1,787.50	N
				<b>1,787.50</b>	
HOME DEPOT - PARKS & RECREATION	1262712	111-6020-451.61-35	STATE OF CITY SUPPLIES	16.28	N
	263015	111-6020-451.61-35	STATE OF CITY SUPPLIES	21.67	N
				<b>37.95</b>	
HORTENCIA PICENO	55097/55259	111-0000-347.50-00	CARDIO CLASS REFUND	30.00	N
				<b>30.00</b>	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 09-27-2015	802-0000-217.60-10	EMPLOYEE ASSOCIATION DUES	50.00	Y
				<b>50.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 09-27-2015	802-0000-217.60-10	EMPLOYEE ASSOCIATION DUES	4,161.21	Y
				<b>4,161.21</b>	
INNOVATIVE CONSTRUCTION SOLUTIONS	973	681-0000-228.30-00	FIRE HYDRANT METER REFUND	799.82	N
	14-2137-04	245-5098-463.56-41	SOUTHLAND STEEL CLEANUP	8,964.41	N
	14-2137-04	249-5098-463.56-41	SOUTHLAND STEEL CLEANUP	310,585.22	N
				<b>320,349.45</b>	
INTER VALLEY POOL SUPPLY, INC	79858	681-8030-461.41-00	CHLORINE- WATER WELL 12	249.74	N
	79860	681-8030-461.41-00	CHLORINE- WATER WELL 18	318.53	N
	79859	681-8030-461.41-00	CHLORINE- WATER WELL 16	244.92	N
	79480	681-8030-461.41-00	CHLORINE- WATER WELL 16	246.57	N
				<b>1,059.76</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

JAZMYNE JUAREZ	54788/55126	111-0000-347.50-00	COOKING CLASS REFUND	40.00	N
				<b>40.00</b>	
JESUS CABADAS	54846/55317	111-0000-228.20-00	MEN'S BBALL LEAGUE REFUND	62.00	N
	54846/55317	111-0000-347.25-00	MEN'S BBALL LEAGUE REFUND	350.00	N
				<b>412.00</b>	
JESUS RODRIGUEZ	55128/55275	111-0000-228.20-00	DEPOSIT REFUND	500.00	N
				<b>500.00</b>	
JOEL GORDILLO	SEPTEMBER 2015	111-0210-413.56-41	MEETING AND EVENT FILMING	1,650.00	N
				<b>1,650.00</b>	
JOSEFINA NEGRETE	55046/55258	111-0000-347.50-00	KICKBOXING CLASS REFUND	30.00	N
				<b>30.00</b>	
KIRST PUMP	274314	111-7020-421.43-10	POLICE SUMP PUMP	1,419.90	N
				<b>1,419.90</b>	
LA COUNTY SHERIFF'S DEPT	160532SS	111-7022-421.56-41	INMATE MEAL SERVICE	768.67	N
				<b>768.67</b>	
LAKESHORE LEARNING MATERIALS	4895640915	111-6020-451.61-35	TINY TOTS SUPPLIES	89.99	N
				<b>89.99</b>	
LAN WAN ENTERPRISE, INC	53270	223-9010-419.74-10	TV INSTALLATION PARTS	164.21	N
	53408	111-9010-419.43-15	SONICWALL WARRANTY	1,792.04	Y
	53395	111-9010-419.43-15	IT MAINTENANCE-SEPT 15	7,000.00	Y
	53247	111-9010-419.43-15	ADOBE ACROBAT PRO	2,340.00	Y
	53200	111-7010-421.56-41	IT SRVCS 7/27/15-8/5/15	19,080.00	Y
				<b>30,376.25</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

LAW OFFICES OF CARPENTER & ROTHANS	25059	745-9031-413.32-70	LEGAL SRVCS-JAN 2015	1,089.26	N
	25183	745-9031-413.32-70	LEGAL SRVCS-FEB 2015	382.45	N
				<b>1,471.71</b>	
LAW OFFICES OF DAVID VAUGHN	5	111-0220-411.32-70	LEGAL SRVCS 8/1/15-9/9/15	2,479.50	N
				<b>2,479.50</b>	
LB JOHNSON HARDWARE CO #1	675990	741-8060-431.43-20	SUPPLIES FOR UNIT# 978	20.21	N
	676057	741-8060-431.43-20	SUPPLIES FOR UNIT# 2013	51.99	N
				<b>72.20</b>	
LEGAL SHIELD	0143713	802-0000-217.60-50	ID THEFT PROTECTION PLAN	289.90	N
				<b>289.90</b>	
LENTZ LOCKSMITH SERVICE	10727	111-8022-419.43-10	KEYS & SERVICES	274.99	N
				<b>274.99</b>	
LGP EQUIPMENT RENTALS INC	35627	535-6090-452.61-20	SCISSOR LIFT RENTAL	327.81	N
				<b>327.81</b>	
LORENA LOMELI	55085/55240	111-0000-347.50-00	ZUMBA KIDS CLASS REFUND	30.00	N
				<b>30.00</b>	
LOS ANGELES TIMES	9/2/15-10/27/15	111-0110-411.61-20	ACCT# 010002063419	16.80	N
				<b>16.80</b>	
LOS CERRITOS COMMUNITY NEWS	29065	111-0110-411.61-20	LEGAL NOTICE-COUNCIL DATE	153.00	N
	29065	111-1010-411.54-00	LEGAL NOTICE-COUNCIL DATE	153.00	N
	29094	111-0110-411.61-20	LEGAL NOTICE-COUNCIL DATE	153.00	N
	29094	111-1010-411.54-00	LEGAL NOTICE-COUNCIL DATE	153.00	N
	29002	111-0110-411.61-20	LEGAL NOTICE-COUNCIL DATE	152.95	N
	29002	111-1010-411.54-00	LEGAL NOTICE-COUNCIL DATE	152.95	N
				<b>917.90</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

MARGARET GOMEZ	3188752	111-0000-351.10-10	CITATION DISMISSED-REFUND	357.50	N
				<b>357.50</b>	
MARIA BENITEZ	55022/55124	111-0000-347.50-00	CREATIVE MODELING REFUND	110.00	N
				<b>110.00</b>	
MCCULLAH FENCE COMPANY	20150803	111-8020-431.43-10	CHAIN FENCE INSTALLATION	1,350.00	N
				<b>1,350.00</b>	
MISC-PLANNING COMMISSION APPEAL	576015	111-0000-341.10-00	CD PERMIT#2015-07 REFUND	4,026.30	N
				<b>4,026.30</b>	
MOBILE ID SOLUTIONS, INC.	62194	111-6010-451.61-20	ID CARD PRINTER SUPPLIES	227.95	N
				<b>227.95</b>	
NACHO'S LOCK & KEY SERVICE	11262	741-8060-431.43-20	KEYS FOR UNIT# 203	10.00	N
				<b>10.00</b>	
NATION WIDE RETIREMENT SOLUTIONS	PPE 09-27-2015	802-0000-217.40-10	DEFERRED COMP DEDUCTION	18,578.91	Y
				<b>18,578.91</b>	
NICK ALEXANDER RESTORATION	3073	741-8060-431.43-20	REPLACE CARPET UNIT#906	62.00	N
	3083	741-8060-431.43-20	REPLACE CARPET UNIT#180	127.00	N
				<b>189.00</b>	
NORMA RAMOS	55109/55239	111-0000-347.50-00	ZUMBA/CARDIO CLASS REFUND	90.00	N
				<b>90.00</b>	
OLIVAREZ MADRUGA, LLP	13163	111-0220-411.32-70	LEGAL SRVCS-AUG 2015	1,737.80	N
	13104	111-0220-411.32-70	LEGAL SRVCS-JULY 2015	684.00	N
	13105	111-0220-411.32-70	LEGAL SRVCS-JULY 2015	14.10	N
	12843	111-0220-411.32-70	LEGAL SRVCS-MARCH 2015	2,014.00	N
				<b>4,449.90</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

PAC HP HOLDINGS LLC	09/21/15	111-7022-421.44-10	RENT CHARGE-OCT 2015	121.55	N
				<b>121.55</b>	
PARKHOUSE TIRE, INC.	1010466535	741-8060-431.43-20	FLAT REPAIR ON UNIT#960	243.69	N
	1010465983	741-8060-431.43-20	FLAT REPAIR ON UNIT#962	131.43	N
	1010465007	741-8060-431.43-20	FLAT REPAIR ON UNIT#206	220.06	N
	1010466353	741-8060-431.43-20	FLAT REPAIR ON UNIT#203	290.84	N
				<b>886.02</b>	
PEERLESS MATERIALS CO.,LLC	52230	741-8060-431.43-20	WHITE SHOP TOWELS	270.73	N
				<b>270.73</b>	
PREMIERE TECHNOLOGY	1054	111-9010-419.43-15	#12 CAMERA REPLACEMENT	371.41	N
				<b>371.41</b>	
PRUDENTIAL OVERALL SUPPLY	50775722	111-7010-421.61-20	MAT 4X6 LOGO (2)	17.87	N
	50770813	111-8022-419.43-10	CITY HALL MAT RENTAL	27.98	N
	50774716	111-6010-451.56-41	HPCC MAT CLEANING	74.97	N
	50774715	111-6010-451.56-41	HPCC MAT CLEANING	40.58	N
				<b>161.40</b>	
PSYCHOLOGICAL CONSULTING ASSOC, INC	521710	111-7010-421.56-41	PRE EMPLOYMENT EVALUATION	400.00	N
				<b>400.00</b>	
READYREFRESH	0510030225171	111-3010-415.61-20	DRINKING WATER	78.45	N
				<b>78.45</b>	
RICOH USA, INC.	47070754	111-6010-451.56-41	COPIER LEASE- SEPT 15	233.90	N
				<b>233.90</b>	
ROBERT MOLINA	HP-S0213	111-6030-451.61-35	UMPIRE SRVCS-8/13 & 8/17	70.00	N
				<b>70.00</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

ROBERTSONS	624905	111-8010-431.61-21	CONCRETE FOR SIDEWALK	660.54	N
				<b>660.54</b>	
RUTAN & TUCKER, LLP	721768	111-0220-411.32-70	LEGAL SRVCS-JULY 2015	2,461.90	N
	724349	111-0220-411.32-70	LEGAL SRVCS-AUG 2015	4,509.72	N
	726507	111-0220-411.32-70	LEGAL SRVCS-SEPT 2015	3,129.44	N
	726505	681-8030-461.32-70	LEGAL SRVCS-SEPT 2015	1,085.00	N
	726506	681-8030-461.32-70	LEGAL SRVCS-SEPT 2015	540.00	N
	726508	681-8030-461.32-70	LEGAL SRVCS-SEPT 2015	940.00	N
				<b>12,666.06</b>	
S & S WORLDWIDE, INC.	8744312	239-6060-466.61-20	RECREATIONAL SUPPLIES	701.08	N
				<b>701.08</b>	
SAFETY KLEEN	67823882	741-8060-431.43-20	BRAKE CLEANER/PARTS WASH	563.20	N
				<b>563.20</b>	
SANTA FE BUILDING MAINTENANCE	14145	111-6022-451.56-41	JANITORIAL SRVCS-AUG 15	7,957.20	N
	14145	111-7020-421.56-41	JANITORIAL SRVCS-AUG 15	4,958.25	N
	14145	111-8020-431.56-41	JANITORIAL SRVCS-AUG 15	971.27	N
	14145	111-8022-419.56-41	JANITORIAL SRVCS-AUG 15	3,713.80	N
				<b>17,600.52</b>	
SEAL MASTER OF SOUTHERN CALIFORNIA	22180	111-8010-431.61-21	POTHOLE REPAIR ASPHALT	1,744.00	N
				<b>1,744.00</b>	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2080676	283-8040-432.56-41	WATER/SEWER MAINTENANCE	11,540.57	N
	STES 2080676	681-8030-461.56-41	WATER/SEWER MAINTENANCE	91,066.55	N
	STES 2080715	283-8040-432.56-41	SEWER HOT SPOT CLEANING	4,613.05	N
				<b>107,220.17</b>	
SINALOA AUTO GLASS	I000458	741-8060-431.43-20	WINDOW REPAIR ON UNIT#350	298.50	N
				<b>298.50</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

SKILLPATH SEMINARS	11004935	111-6010-451.59-15	TRAINING-L.NUNEZ 9/29/15	149.00	N
	1985426	111-6010-451.59-15	TRAINING MATERIAL-L.NUNEZ	34.15	N
				<b>183.15</b>	
SMART & FINAL	104	111-6010-451.61-20	FACILITY RENTAL SUPPLIES	26.12	N
	115987	285-8050-432.61-20	CLEAN UP EVENT SNACKS	26.37	N
				<b>52.49</b>	
SMITH FASTENER	56788	535-6090-452.61-20	SPINNER REPLACEMENT	18.05	N
	57073	221-8012-429.61-20	STREEN NAME SIGNS/POLES	51.97	N
				<b>70.02</b>	
SONSRAY MACHINERY, LLC	P06456-03	741-8060-431.43-20	CAR PARTS FOR UNIT#201	184.49	N
	P06302-03	741-8060-431.43-20	CAR STARTER FOR UNIT#201	155.99	N
				<b>340.48</b>	
SOUTHERN CALIFORNIA EDISON	7/28/15-8/26/15	535-8016-431.62-10	ACCT# 2-28-688-4416	37.43	N
	8/6/15-9/4/15	111-7020-421.62-10	ACCT# 2-27-682-4422	7,404.11	N
	7/8/15-8/6/15	221-8014-429.62-10	ACCT# 22-23-189-3090	3,174.54	N
	8/18/15-9/17/15	111-8020-431.62-10	ACCT# 2-01-855-1671	2,220.60	N
				<b>12,836.68</b>	
SOUTHERN CALIFORNIA MUNICIPAL	3533	111-6030-451.61-35	YOUTH BBALL REGISTRATION	75.00	N
				<b>75.00</b>	
SPARKLETTS	4532412 082015	111-1010-411.61-20	OFFICE WATER	12.90	N
				<b>12.90</b>	
STAPLES ADVANTAGE	1763618	111-6010-451.61-20	OFFICE SUPPLIES	76.29	N
				<b>76.29</b>	
STAPLES CREDIT PLAN	14120	239-5060-463.61-20	DEPARTMENT SUPPLIES	133.91	N
				<b>133.91</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

SUNGARD PUBLIC SECTOR INC.	96960	111-9010-419.43-15	FINANCIAL SYSTEM-APR 15	5,255.13	N
	98389	111-9010-419.43-15	SYSTEM MAINTENANCE-MAY 15	3,748.13	N
				<b>9,003.26</b>	
SUNSET VANS INC.	9354	741-8060-431.43-20	HANDICAP RAMP REPAIR #960	191.02	N
	9353	741-8060-431.43-20	HANDICAP RAMP REPAIR #369	1,040.42	N
	9419	741-8060-431.43-20	HANDICAP RAMP REPAIR #941	680.08	N
				<b>1,911.52</b>	
THE GAS COMPANY	8/7/15-9/8/15	111-6022-451.62-10	ACCT# 069 922 7211 9	206.99	N
	8/7/15-9/8/15	111-8020-431.62-10	ACCT# 069 922 7211 9	67.04	N
	8/7/15-9/8/15	111-7020-421.62-10	ACCT# 069 922 7211 9	338.93	N
	8/7/15-9/8/15	111-8022-419.62-10	ACCT# 069 922 7211 9	73.47	N
				<b>686.43</b>	
THE OFFICE CONNECTION	20484	111-9010-419.74-10	ROUND CONFERENCE TABLE	628.60	N
				<b>628.60</b>	
THE PUN GROUP, LLP	2015-0176	111-9010-419.32-40	PLANNING FY 14/15 AUDIT	6,730.00	Y
	2015-0187	111-9010-419.32-40	FY 14-15 AUDIT	25,000.00	Y
				<b>31,730.00</b>	
TIERRA WEST ADVISORS, INC	HP-0715	222-4010-431.56-41	GENERAL PLAN UPDATE SRVC	16,480.00	N
	HP-0815	222-4010-431.56-41	GENERAL PLAN UPDATE SRVC	11,386.75	N
				<b>27,866.75</b>	
TIFCO INDUSTRIES	71085892	741-8060-431.43-20	HARDWARE/SHOP SUPPLIES	328.18	N
				<b>328.18</b>	
TOMARK SPORTS	97145489	111-6022-451.43-10	BACKBOARD REPLACEMENT	1,474.62	N
				<b>1,474.62</b>	
TRIMMING LAND CO INC	2872	535-6090-452.56-60	TREE TRIMMING SRVCS	13,011.00	N
				<b>13,011.00</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

TYCO INTEGRATED SECURITY	25034993	111-6022-451.56-41	SECURITY-6208 ALAMEDA	200.00	N
	25035005	111-6022-451.56-41	SECURITY-MUNI BUILDING	262.37	N
	25035006	111-6022-451.56-41	SECURITY-REC CENTER	351.79	N
				<b>814.16</b>	
TYCO INTEGRATED SECURITY LLC	25034996	111-8022-419.56-41	SECURITY- CITY HALL	1,328.29	N
				<b>1,328.29</b>	
U.S. BANK	PPE 09-27-2015	802-0000-217.30-20	PART-TIME EMP DEDUCTION	1,664.64	Y
	PPE 09-27-2015	802-0000-217.30-20	EMPLOYEE DEDUCTION	2,469.13	Y
	PPE 09-27-2015	802-0000-218.10-05	EMPLOYER CONTRIBUTION	11,127.71	Y
				<b>15,261.48</b>	
U.S. HEALTH WORKS	2776863-CA	111-0230-413.56-41	RANDOM DOT/CLASS B RENEW	170.00	N
				<b>170.00</b>	
UNIFIED NUTRIMEALS	1167	111-6055-451.57-42	FOOD SRVC PROGRAM-AUG 15	1,632.85	N
	1214	111-6055-451.57-42	FOOD SRVC PROGRAM-AUG 15	1,618.40	N
				<b>3,251.25</b>	
UNITED WAY OF GREATER	PPE 09-27-2015	802-0000-217.60-20	EMPLOYEE DEDUCTION	5.00	N
				<b>5.00</b>	
UPS	0000F911X6365	111-7010-421.61-20	SHIPPING CHARGES	42.92	N
				<b>42.92</b>	
URQUID LINEN	35977	111-6010-451.61-20	MEETING SUPPLIES	340.63	N
				<b>340.63</b>	
VISION SERVICE PLAN-CA	OCTOBER 2015	802-0000-217.50-30	VISION SRVC PREM-OCT 15	4,171.38	N
	OCTOBER 2015	802-0000-217.50-30	VISION SRVC PREM-OCT 15	364.66	N
				<b>4,536.04</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

WALTERS WHOLESALE ELECTRIC COMPANY	2099405-00	111-8022-419.43-10	CITY HALL LAMPS	58.56	N
				<b>58.56</b>	
WAXIE SANITARY SUPPLY	75397390	111-6022-451.43-10	HAND SOAP/TRASH BAGS	676.89	N
	75336951	111-7020-421.43-10	PD JANITORIAL SUPPLIES	1,459.15	N
	75365970	111-8022-419.43-10	CH JANITORIAL SUPPLIES	1,179.10	N
				<b>3,315.14</b>	
WELLS FARGO BANK-FIT	PPE 09-27-2015	802-0000-217.20-10	FEDERAL TAX DEPOSIT	47,426.42	Y
				<b>47,426.42</b>	
WELLS FARGO BANK-MEDICARE	PPE 09-27-2015	802-0000-217.10-10	MEDICARE TAX DEPOSIT	6,706.92	Y
				<b>6,706.92</b>	
WELLS FARGO BANK-SIT	PPE 09-27-2015	802-0000-217.20-20	STATE TAX DEPOSIT	16,395.51	Y
				<b>16,395.51</b>	
WEST GOVERNMENT SERVICES	832491016	111-7030-421.56-41	WEST INFO/INVESTIGATION	437.67	N
				<b>437.67</b>	
WESTERN EXTERMINATOR COMPANY	3483802	535-6090-452.56-60	EXTERMINATOR SRVCS-AUG 15	134.00	N
	3483802	111-6022-451.56-41	EXTERMINATOR SRVCS-AUG 15	88.50	N
	3483802	111-8022-419.56-41	EXTERMINATOR SRVCS-AUG 15	47.00	N
	3483802	111-8020-431.56-41	EXTERMINATOR SRVCS-AUG 15	64.50	N
	3483802	111-7020-421.56-41	EXTERMINATOR SRVCS-AUG 15	48.00	N
				<b>382.00</b>	
WESTERN FENCE & SUPPLY CO	19319-44523	221-8012-429.61-20	POST FOR PARKING METERS	844.10	N
				<b>844.10</b>	
WHITTIER POLICE DEPARTMENT	MAV 001	111-7010-421.56-41	MUTUAL AID CAR MAINTENANC	500.00	N
				<b>500.00</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10-06-15**

XPRESS FLEETWASH LLC	5080	741-8060-431.43-20	WASH/DETAIL OF FLEET	1,194.00	N
				<b>1,194.00</b>	
YVETTE SANDOVAL	54924/55315	111-0000-347.50-00	CREATIVE CLASS REFUND	30.00	N
				<b>30.00</b>	
				<b>2,059,072.46</b>	



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

October 6, 2015

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

Dear Mayor and Members of the City Council:

## **APPROVE TERMINATION OF PROFESSIONAL SERVICES AGREEMENT RICE/ ENGLANDER & ASSOCIATES, A SOLE PROPRIETORSHIP FOR SERVICES RELATED TO GOVERNMENT CONSULTING AND ADVOCACY**

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

1. Approve termination of agreement with Government Consulting and Advocacy Services; and
2. Authorize the Interim City Manager to issue a 30-Day Notice of Termination to the consultant.

### **BACKGROUND**

The City entered into a Professional Services Agreement with Rice/ Englander & Associates, a sole proprietorship on February 25, 2014 and subsequently signed a First Amendment to the Professional Services Agreement on December 9, 2014 for Government Consulting and Advocacy. Staff has determined that these services are no longer required. As a result, it is recommended that the City Council terminate the existing agreement with Rice/ Englander & Associates by providing 30 day notice to the consultant.

### **FISCAL IMPACT/FINANCING**

The City will cease paying the consultant for services upon termination of the agreement. Consultant services are paid from the City's Other Contractual Services fund (Fund 216-0230 -413.32-70 and Fund 216 – 0210 -413.32 -70).

**APPROVE TERMINATION OF PROFESSIONAL SERVICES AGREEMENT WITH  
RICE/ ENGLANDER & ASSOCIATES, A SOLE PROPRIETORSHIP FOR SERVICES  
RELATED TO GOVERNMENT CONSULTING AND ADVOCACY SERVICES**

October 6, 2015

Page 2 of 2

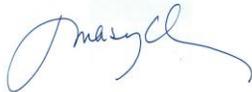
**CONCLUSION**

Upon approval, the Interim City Manager will provide a written notice of termination to the consultant per the terms of the agreement.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Jan Mazyck  
Interim Finance Director

**ATTACHMENTS**

- A: Agreement Government Consulting and Advocacy Services
- B: First Amendment to Professional Services Agreement

**AGREEMENT  
GOVERNMENT CONSULTING  
AND  
ADVOCACY SERVICES**

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

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

**1. TERM**

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

**2. SERVICES**

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

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

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

### **3. FEES**

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

### **4. REPORTS OF WORK**

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

### **5. LAWS, RULES, AND REGULATIONS**

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

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

### **6. CONFIDENTIALITY**

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

### **7. CONFLICT**

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

### **8. MODIFICATION AND TERMINATION OF AGREEMENT**

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

## **9. INDEPENDENT CONTRACTOR STATUS**

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

## **10. NON-ASSIGNMENT**

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

## **11. DISCRIMINATION**

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

## **12. INSURANCE**

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

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

**13. INDEMNIFICATION**

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

**14. ENTIRE AGREEMENT**

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

The foregoing provisions are understood and agreed to by CONSULTANT.

**CLIENT**

By:   
René Bobadilla, City Manager

Date: 2/25/14

**Rice/Englander & Associates**

By: 

Date: 3-5-14



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

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

**RECITALS**

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

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

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

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

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

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

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

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

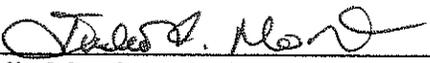
3. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters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

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

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

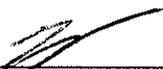
IN WITNESS THEREOF, the Parties hereto have caused this Amendment to the Master Agreement to be executed on the day and year first appearing above.

**CITY OF HUNTINGTON PARK:**

By:   
Julio Morales, Interim City Manager

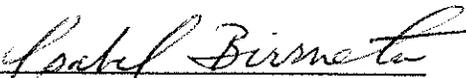
Date: 12/9/14

**RICE/ENGLANDER & ASSOCIATES**

By: 

Date: 12-22-14

**APPROVED AS TO FORM:**

By:   
Isabel Birrueta, City Attorney

Date: 12-15-14

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

**AGREEMENT  
GOVERNMENT CONSULTING  
AND  
ADVOCACY SERVICES**

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

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

**1. TERM**

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

**2. SERVICES**

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

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

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

### **3. FEES**

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

### **4. REPORTS OF WORK**

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

### **5. LAWS, RULES, AND REGULATIONS**

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

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

### **6. CONFIDENTIALITY**

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

### **7. CONFLICT**

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

### **8. MODIFICATION AND TERMINATION OF AGREEMENT**

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

## 9. INDEPENDENT CONTRACTOR STATUS

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

## 10. NON-ASSIGNMENT

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

## 11. DISCRIMINATION

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

## 12. INSURANCE

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

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

**13. INDEMNIFICATION**

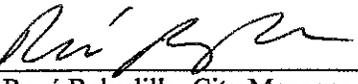
CONSULTANT agrees to hold harmless, indemnify and defend the CLIENT, its employees, agents, and affiliates, for any and all loss or liability of any nature whatsoever, including reasonable attorneys fees and costs of suit, arising out of or in any way connected with CONSULTANT'S negligent or wrongful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

**14. ENTIRE AGREEMENT**

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

The foregoing provisions are understood and agreed to by CONSULTANT.

**CLIENT**

By:   
René Bobadilla, City Manager

Date: 2/25/14

**Rice/Englander & Associates**

By: 

Date: 3-5-14



**SECTION 1:** Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code is hereby amended to read as follows:

**Article 3. MPD (Industrial/Manufacturing Planned Development) Zone**

**9-4.302 Allowed uses.**

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

The following list of Allowed Land Uses, Table IV-8, establishes the primary land uses in the MPD zoning district which are Permitted (P) or subject to a Development Permit (D) or a Conditional Use Permit (C). In accordance with Section 9-1.106, uses that are not listed shall be expressly prohibited, unless the Director determines the use to be similar in nature and class to other uses listed.

For the purpose of this Article, the following definitions shall apply:

“Light industrial/manufacturing” means activities which, by virtue of size, intensity, number of employees or the nature of the operation, would not likely create significant impacts by reason of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration or other impacts, or hazardous by way of materials, process, product or wastes and only when conducted within an enclosed structure(s) (with only passive outdoor screened storage areas allowed).

“Heavy industrial/manufacturing” means activities which, by virtue of size, intensity, number of employees or the nature of the operation, have the potential to create significant impacts by reason of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration or other impacts, or hazardous by way of materials, process, product or wastes and when conducted within/outside of an enclosed structure(s) (with active/passive out-door screened storage areas allowed).

**TABLE IV-8**

**ALLOWED LAND USES**

P = Permitted; D = Development Permit; C = Conditional Use Permit

<b>LAND USE ACTIVITY</b>	<b>MPD</b>	<b>NOTES</b>
<b>Manufacturing:</b>		
Light manufacturing and assembly	P	Includes “light industrial /manufacturing uses” not otherwise listed in this table such as, jewelry, toys, clocks, musical instruments, optical goods (non-hazardous items)

1	Heavy manufacturing and assembly	C*	Includes “heavy industrial/manufacturing uses not otherwise listed in this table such as uses involving potentially toxic, hazardous and flammable items
2			
3			
4	Aluminum, sheet metal, steel, iron	C*	Includes foundries
5	Appliances and electronics (assembly only)	P	Includes electrical and related parts, appliances, devices, engines, motors, televisions, radios, computers
6			
7			
8	Appliances and electronics (manufacturing only)	C*	Includes electrical and related parts, appliances, devices, engines, motors, televisions, radios, computers
9			
10	Clothing, shoes, textiles, leather	P	Includes garments, drapery, bedding, awnings, rope, baskets, linens and similar products
11			
12	Ceramics and stone	C	Includes pottery, statuary, granite, tile, marble-cutting, edging and finishing
13			
14	Concrete	C*	Includes blocks, brick, gravel, rock, cement products
15	Cosmetics and pharmaceutical	C	
16	Furniture (manufacturing only)	C*	Includes home furnishing, cabinetry and furniture restoration
17			
18	Glass	P	Includes cutting, blowing, beveling, edging and silvering
19	Ink and paint	C	Includes polish, putty, enamel lacquer, polyurethane, ethylene glycol
20			
21	Instruments	P	Includes electronic, musical, medical and dental tools, precision, measuring and scientific equipment
22			
23	Machinery	C*	
24	Pallet manufacturing and storage	C*	No outdoor storage or stacking of pallets or associated materials
25	Petroleum	C*	Includes petroleum based cleaning products, tar, asphalt. Oil refining not allowed.
26			
27	Plastic	C*	Includes fiberglass, cellophane and cellulose
28	Rubber processing	P*	Raw rubber melting not allowed
	Signs	P	Includes neon signs

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<b>Food and Beverage Processing:</b>		
Bakery (manufacturing and distributing)	P	
Brewery	C	
Candy, confectioneries, ice cream manufacturing and distributing	P	
Dairy products manufacturing and distribution	C	
Fruit and vegetable juices and soft drink manufacturing and distributing	P	
Fruit and vegetable cleaning, canning, packing, processing and distributing	P	
Meat processing and distributing	C*	Includes meat, poultry and seafood. Slaughtering not allowed.
All other food processing and distributing	P	
<b>Sales, Services and Repairs:</b>		
Appliance and electronic repairs and service	P	Includes jewelry, clocks and other household goods repairs
Animal/pet sales	P	Includes grooming, feed and supplies
Animal hospitals	C	Includes veterinary clinics
Animal kennels	C*	For domestic animals only
Auction sales	C*	
Carpet and rug cleaning	P*	
Catering services	C	Includes commercial kitchens and commissaries
Convenience stores	D	Alcohol sales require a Conditional Use Permit in compliance with Table IV-7.
Dyeing	C*	
Laundry and dry cleaning plants	P*	Includes linen, towels, uniforms cleaning
Linen and towel supply	P*	Includes wholesale and mobile service
Machine shops	P*	Includes tool repairs
<b>Multiple tenant merchandise marts</b>		
	C*	Includes indoor or outdoor swap meets
Packaging and parcel service	P*	Includes delivery service
Pest control operators and service	P*	Includes fumigation services
Pool maintenance services	C*	Includes on-site storage of tanks containing pool chemicals
Printing and publishing	P	Includes photographic and

		reproduction activities; book binding, engraving, and lithographing	
1			
2			
3	Refrigeration repairs and services	P	
4	Restaurants and cafes (less than 4,000 square feet)	P	Drive-thrus not allowed. Alcohol sales require a Conditional Use Permit in compliance with Table IV-7.
5			
6	Restaurants and cafes (greater than 4,000 square feet)	D	Drive-thrus not allowed. Alcohol sales require a Conditional Use Permit in compliance with Table IV-7.
7			
8	Retail sales and service	P	Only as incidental activity to a principally permitted use. Subject to the regulations set forth in HPMC Section 9-4.303(A).
9			
10			
11	Upholstery shops	P	
12	Wholesale outlets and businesses	P	
13			
14	<b>Vehicle-Related:</b>		
15	Sale or rental of automobiles, boats, motorcycles, recreation vehicles, trucks, trailers and other mechanical equipment or any combination thereof and repairs when the repairs are incidental to the sales and/or rentals	C	
16			
17	Sale of new and used vehicle parts and other mechanical parts	P	
18	Car wash, self serve or full service including detailing	C	
19	Parking lots and parking structures	D*	
20	Vehicle audio and alarm sales and installation	P	Installations must be conducted within an enclosed structure
21	Vehicle muffler, radiator and other similar repairs	C	
22	Vehicle painting and body repair	C	
23	Vehicle service stations	C	Includes fuel stations and repair centers
24	Vehicle testing and diagnostics only	P	
25	Vehicle tow/impound yards	C*	
26	Vehicle upholstery	C	
27	Vehicle wheel and tire sales and installation	C	
28			
	<b>Warehouse, Storage and Distribution:</b>		
	Cold storage facilities	C*	
	Freight/truck terminals	C*	

1	Self-storage, mini-storage	C*	Includes recreational vehicle storage. Subject to the regulations set forth in HPMC Section 9-4.303(D).
2			
3	Storage yards	C*	Includes building materials, contactor's storage yards, fleet storage, lumber yards, machinery rental, trucking yards, transit storage, road equipment, and portable restrooms
4			
5	Warehousing	P*	General warehousing. Flammable, chemical, or other hazardous material storage requires Fire Department approval.
6			
7			
8			
9			
10			
11	<b>Other Uses:</b>		
12	Ambulance station	C*	
13	Adult businesses	C	Only permitted in the Special Use Overlay Zone and subject to the regulations set forth in HPMC Sections 5-20 and 9-4.303(C).
14			
15	Audio and video recording studios	P	
16	Bus/commuter/rail facilities	D*	
17	Communication equipment buildings	P	
18	Day care facilities	C*	
19	Emergency shelters (up to thirty (30) beds)	P*	Subject to the regulations set forth in HPMC Section 9-3.2002.
20	Emergency shelters (more than thirty (30) beds)	C*	Subject to the regulations set forth in HPMC Section 9-3.2002.
21	Gymnasiums and health clubs	P	
22	Hospitals	C	Includes industrial medical facilities
23	Industrial Business Parks	D	Subject to the regulations set forth in HPMC Section 9-4.303(E).
24	Laboratories	P	Includes medical, research and product testing
25	<b>Medical Offices</b>	<b>C</b>	<b>Includes offices for medical doctors, dentists, and optometrists.</b>
26			
27	Mortuaries	C*	
28	Office, business and professional	P	Only in conjunction with the primary industrial use.

1	Plant nurseries	P*	
2	Public utility facilities	P*	
3	Recycling facilities (Reverse Vending Machines)	D*	Up to 5 reverse vending machines. Subject to the regulations set forth in HPMC Section 9-3.1002(2)(A).
4			
5	Recycling facilities (Small Collection)	D*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(B).
6			
7	Recycling facilities (Large Collection)	C*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(C).
8			
9	Recycling facilities (Light Processing)	C*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(D).
10			
11	Recycling facilities (Heavy Processing)	C*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(D).
12			
13	Sports and recreational facilities	C	
14	Trade, technical and vocational schools	C*	
15	Wireless communications facilities	C	Includes sites, antennas and monopoles. Subject to the regulations set forth in HPMC Section 9-3.103(2)(D).

\* Land use activity not allowed on properties fronting the westerly side of Alameda Street between Slauson Avenue and Gage Avenue.

**SECTION 2:** Pursuant to the California Environmental Quality Act (CEQA), it has been determined that adoption and implementation of the proposed Ordinance is exempt from environmental review, as it meets the following criteria for a Categorical exemption under CEQA guidelines (Class 32 –Infill Development):

A. CEQA Guidelines Section 15332(a). The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

B. CEQA Guidelines Section 15332(b). The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

C. CEQA Guidelines Section 15332(c). The project site has no value, as habitat for endangered, rare or threatened species.

D. CEQA Guidelines Section 15332(d). Approval of the project would not result in any

1 significant effects relating to: (1) traffic, (2) noise, (3) air quality, or (4) water quality.

2 E. CEQA Guidelines Section 15332(e). The site can be adequately served by all required  
3 utilities and public services.

4 **SECTION 3:** Any provisions of the Huntington Park Municipal Code or appendices thereto  
5 inconsistent with the provisions of this Ordinance are hereby repealed or modified to the extent  
6 necessary to affect the provisions of the Ordinance.

7 **SECTION 4:** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance  
8 is for any reason held to be invalid or unconstitutional by the decision of any court of competent  
9 jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The  
10 City Council of the City of Huntington Park hereby declares that it would have adopted this Ordinance  
11 and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any  
12 one or more sections, subsections, sentences, clauses, phrases or potions may be declared invalid or  
13 unconstitutional.

14 **SECTION 5:** The City Council hereby incorporates by reference herein and adopts all of the  
15 findings and conclusions contained within the Planning Commission Resolution No. 2015-06.

16 **SECTION 6:** This Ordinance shall take effect thirty 30 days after it final passage by the City  
17 Council.

18 **SECTION 7:** The City Clerk shall certify to the passage of this Ordinance and shall cause the  
19 same to be published in the manner prescribed by law.

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

21  
22  
23  
24 \_\_\_\_\_  
25 Karina Macias, Mayor

26  
27  
28 \_\_\_\_\_  
Donna Schwartz, City Clerk



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

October 6, 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 PROFESSIONAL SERVICE AGREEMENT WITH MUNISERVICES FOR UTILITY USERS TAX CONSULTING SERVICES**

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

1. Approve the professional service agreement with MuniServices, LLC, for continued utility users tax consulting services for a period of three (3) years; and
2. Authorize the Interim City Manager to execute the professional service agreement.

### **BACKGROUND**

State Board of Equalization (BOE) recommends that cities retain the services of qualified firms to assist with their Utility Users' Tax (UUT) collections. Several cities, rely on such firms for the collection and management of (UUT) given the complexity of the business. Since 2005, MuniServices LLC, has been the City consultant.

In order to assist in providing continued management of the City's utility users' tax revenues, it is recommended that the City retain a utility users' tax expert under a professional services agreement. The collection of Utility Users Tax has been a revenue source that relies solely on the use of consultants. In FY 13-14, the City received \$5.1 million in Utility Users' Tax revenue. The contracted position will manage utility user tax functions such as Compliance Service, Administrative Services and Revenue Protection/Enhancement.

The Utility Users Tax program will maximize the City's collection by a combination of services.

**APPROVE PROFESSIONAL SERVICE AGREEMENT WITH MUNISERVICES FOR UTILITY USERS TAX CONSULTING SERVICES**

**October 6, 2015**

**Page 2 of 2**

The services include:

- Conduct a focused compliance review for the major services utility provider
- Provide a comparative analysis of the service provider's UUT payments
- Provide Revenue Forecast and Management Reports
- Legislative review services
- Compliance with AB1717 (Prepaid wireless)
- Ordinance Update

**FISCAL IMPACT/FINANCING**

MuniServices, LLC, is compensated on an annual fixed fee basis of five-tenths of one percent (0.5%) of the UUT revenue received for the most recent fiscal year by the City. A minimum fee of \$10,000 and in no case shall the City's annual fixed fee exceed \$85,000. The minimum fee and maximum fee shall be increased at the rate of 2% each year.

The agreement with MuniServices LLC, outlines the services and cost of no greater than \$25,600 to the City (based on \$5.1 million). The term is 3 years. The City contracted MuniServices LLC, as a sole source Utility Users' Tax consultant. The monies are budgeted for FY 15-16, in account #111-3013-415-56-41.

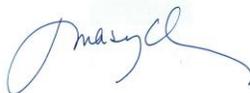
**CONCLUSION**

Upon Council approval, the Interim City Manager will execute the professional service agreement with Muniservices LLC, for Utility Users Tax Consulting Services.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Jan Mazyck  
Interim Finance Director

**ATTACHMENTS**

A. MuniServices, LLC Consulting Services Agreement

# MuniServices, LLC Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date") by and between MuniServices, LLC, a Delaware limited liability company ("MUNISERVICES") and The City of Huntington Park, a municipal corporation of the State of California ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

## A. Services

1. MUNISERVICES will provide CITY with the services described in EXHIBIT A which is attached hereto and incorporated by reference. MUNISERVICES shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. MUNISERVICES shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

## B. Compensation

1. Upon execution of this Agreement, CITY will pay MUNISERVICES as outlined in EXHIBIT B, incorporated and included herein.

## C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three (3) years following the date of execution, and automatically renew for subsequent three year terms until terminated or otherwise amended (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing written notice to the other party; provided however, that if MUNISERVICES has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, MUNISERVICES shall be entitled to payment as described in EXHIBIT B.
2. Termination: This Agreement may be terminated by either party without cause upon thirty (30) days' written notice of termination as required in Section 2. Upon termination CITY remains obligated to pay, MUNISERVICES as described in EXHIBIT B for services performed through the effective date of the termination or expiration.
3. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay MUNISERVICES for services performed through the effective date of termination for which MUNISERVICES has not been previously paid. In addition, because the services performed by MUNISERVICES prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to MUNISERVICES' fee, the CITY shall remain obligated after termination or non-renewal to provide to MUNISERVICES such information as is necessary for MUNISERVICES to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY

shall remain obligated to pay MUNISERVICES' invoices therefore in accordance with the terms of this Agreement.

4. **Independent Contractor:** It is understood that MUNISERVICES and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that MUNISERVICES may perform similar services for others during the term of this Agreement and agrees that MUNISERVICES representation of other government sector clients is not a conflict of interest. MUNISERVICES shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and MUNISERVICES hereby expressly waives any claim it may have to any such rights.
5. **Subcontractors:** MUNISERVICES shall have the right to hire subcontractors to provide the services described herein. MUNISERVICES, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. MUNISERVICES shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
6. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

**If to City:**

City of Huntington Park  
Attn: Annie Ruiz, Finance Manager  
6550 Miles Avenue, Room 116  
Huntington Park, CA 90255  
Phone: 323.584.6201  
Facsimile: 323.584.2657  
Email: [aruiz@hpcagov](mailto:aruiz@hpcagov)

**If to MuniServices:**

MuniServices, LLC  
Attn: Contract Department  
7625 N. Palm Ave., Ste. 108  
Fresno, CA 93711  
Phone: 559.271.6852  
Facsimile: 559.312.2852  
Email: [legal@muniservices.com](mailto:legal@muniservices.com)

7. Representative or designees: MUNISERVICES Primary Representative/Project Manager shall be:

Julia Erdkamp, Client Services Manager  
7625 N. Palm Ave., Ste. 108, Fresno, CA 93711  
Phone: 559.246.2901/Email: [Julia.Erdkamp@MuniServices.com](mailto:Julia.Erdkamp@MuniServices.com)

For the convenience of the CITY, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

8. **Indemnity:** MUNISERVICES shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from MUNISERVICES' negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CITY. "MUNISERVICES' performance" includes MUNISERVICES' action or inaction and the action or inaction of MUNISERVICES' officers, employees, agents and subcontractors.
9. **Limitation of Liability:** In no event shall MUNISERVICES, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to,

delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not MUNISERVICES has been advised of the possibility of any such loss or damage. In addition, MUNISERVICES' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between MUNISERVICES and the CITY and MUNISERVICES' pricing reflects the allocation of risk and limitation of liability specified herein.

10. Insurance: MUNISERVICES shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the City, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CITY, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
11. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
12. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. MUNISERVICES shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, MUNISERVICES may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which MUNISERVICES has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of MUNISERVICES; or any corporation or entity which acquires all or substantially all of the assets of MUNISERVICES. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
13. Ownership of Documents: Except for MUNISERVICES preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by MUNISERVICES pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
14. Intellectual Property Rights: The entire right, title and interest in and to MUNISERVICES's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in MUNISERVICES or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to MUNISERVICES be deemed included within the Work Product.
15. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent

and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

16. Force Majeure: MUNISERVICES shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
18. Counterparts. This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

**[Signatures on following page]**

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

**"CITY"**

**City of Huntington Park,**  
a Municipal Corporation

**"MUNISERVICES"**

**MuniServices, LLC,**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Doug Jensen, SVP Client Services

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

**Utility Users Tax Compliance, Administrative and Revenue Protection Program**

MuniServices, LLC (“MuniServices”) agrees to provide the City with certain professional services in furtherance of a comprehensive utility users tax/franchise compliance and revenue protection program (“Program”), with broad participation by California public agencies, that is designed to preserve, protect, and enhance the City’s utility users tax (“UUT”) revenues.

**Article 1-Objectives and Methods**

---

MuniServices UUT Program, described below, will provide a broad range of compliance, administrative and protective services (including the legal services of the City’s outside counsel, Donald H. Maynor, A Professional Law Corporation (“Law Firm”)), that will allow the City to preserve, protect and enhance their UUT revenues focusing on three areas:

- Compliance
- Administrative
- Revenue Protection and Enhancement

**Article 2-UUT Program Scope of Work**

---

**A. Compliance**

1. UUT Tax Application Review: MuniServices will conduct a “focused compliance review of the major service utility providers on behalf of one or more cities to assure that the providers “tax application” decisions are correct on a system-wide basis, to the benefit of all client cities.
2. UUT Payment Review: Identification of possible gaps in payments, irregularities, calculation mistakes (e.g., wrong tax rate), and other payment errors, if City provides MuniServices with regular UUT payment history. MuniServices will assist the City with the appropriate compliance correspondence and enforcement actions.
3. Comparative Analysis of UUT Payment: MuniServices will assure that the UUT payments are correct by performing a comparative analysis of a service provider’s UUT payments with your City and other neighboring client cities, as well as using industry market share data. MuniServices will also perform a comparative analysis of the franchise UUT payments for gas and electricity.
4. Detection:
  - a. MuniServices will annually update its proprietary database of “new telecom service providers” and send out a PUC 799 notice letter to such new providers on City’s behalf. The current list exceeds 1,500 providers.
  - b. MuniServices will annually update its proprietary database of new “video service providers” and send out a notice letter to such new providers on the City’s behalf.
  - c. MuniServices will annually review the SB 278 lists of the major gas and electric companies to identify new non-core gas and direct access electric customers, as well as new third party providers, and take appropriate steps to assure that the UUT is being applied to “commodity” purchases.
5. Exemption Review: MuniServices will periodically review the exemption lists of the major service providers regarding non-residential customers.
6. Optional City-Specific Compliance Reviews: At City’s option MuniServices will offer “city-specific” reviews on a performance fee or other negotiated basis, only if the above activities or other factors would suggest that there is a reasonable need to do so. See Appendix A.

## **B. Administrative**

1. UUT Payment History: MuniServices will provide the City, on a monthly or otherwise mutually agreed upon basis, with a spreadsheet reflecting the City's UUT payments by provider and utility category (based on remittance data provided by the City to MuniServices).
2. Geocode Corrections: MuniServices will assist City and the utility service providers in correcting geocoding errors in response to taxpayer complaints.
3. UUT Website: Prepare and maintain an accurate copy of the City's UUT ordinance and its administrative rules and interpretations on the uutinfo.org website including a link to the City's web page (if desired), FAQ's, and model forms for exemptions, registration, remittances and other tax compliance documents will be maintained on the [www.uutinfo.org](http://www.uutinfo.org) website.
4. Revenue Forecasts and Management Report(s): MuniServices will provide an annual report that outlines the year's activities in review, revenue forecasts, YTD Comparison charts and revenue generated from compliance activities. This report contains an analysis of UUT revenues and a five-year revenue forecast on each of the utility business segments (electric, gas, CATV, wired telecom, wireless telecom, etc).
5. Tax Application Inquiries: MuniServices will provide technical assistance to City staff, and provide timely analysis and draft responses to tax application inquiries from utility companies, and will assist in responding to citizens regarding their utility bills and the computation of the UUT.

## **C. Revenue Protection and Enhancement**

1. Legislative Review Services: MuniServices will monitor proposed state and federal legislation to identify issues affecting the City's UUT or utility franchise revenues, and, make recommendations to client cities, their lobbyists, and other potential stakeholders or municipal advocates and otherwise assist in developing effective consensus positions and coordinated advocacy.
2. Compliance with AB 1717 (Prepaid wireless): Law Firm and MuniServices will assist the City in meeting the requirements of the new state law on the collection of the UUT, including establishing statutory eligibility and satisfying the requirements of the California State Board of Equalization ("BOE) per AB 1717.

AB 1717 (Ch. 885, Stat. 2014), the Prepaid Mobile Services Telephony Service Surcharge Collection Act ("AB 1717") was enacted with an effective date of January 1, 2015, and a collection date commencing January 1, 2016, and establishes a statewide method of collecting the City's UUT on prepaid wireless services;

AB 1717 imposes certain restrictions on third party consultants of the City who are designated and authorized by the City to examine certain BOE documents relating to the collection of the City's utility users tax on prepaid wireless services, as covered by AB 1717;

In order to satisfy the requirements of AB 1717, the parties agree:

- a) MuniServices is authorized to examine the BOE's records pertaining to the prepaid local charge (i.e., prepaid wireless UUT (collectively, the "Records") and to use such information only for purposes related to such collection;
- b) MuniServices shall disclose information contained in or derived from, the Records only to an officer or employee of the City authorized by resolution to examine the information;
- c) MuniServices shall not perform any consulting services for a "seller" (as defined in AB 1717) during the term of the Contract;
- d) MuniServices shall not retain information contained in, or derived from, the Records after the Contract has expired;
- e) MuniServices shall, to the same extent as the BOE, be subject to Revenue and Tax Code Section 55381, relating to unlawful disclosures;

3. Ordinance Update and Election Assistance: Law Firm will provide to the City Attorney periodic reviews and recommended updates to the UUT ordinance, administrative rulings to address new issues that may arise because of deregulation, litigation, changes in laws or regulations, the unbundling of traditional utility services, or the introduction of new technologies to provide utility services. Such recommendations will typically clarify or add procedural protections to the existing ordinance, and should not require a Proposition 218 election approval. If a major modernization of the ordinance is deemed necessary, with voter approval, MuniServices and Law Firm will assist the City with ordinance language, staff reports, revenue forecasts, draft ballot language, and Law Firm will attend one City meeting at no additional cost.
4. Administrative Rulings: Under an updated UUT ordinance, the Tax Administrator has the authority to periodically issue administrative rulings as new tax application issues arise. MuniServices and Law Firm will assist City by timely identifying those issues, facilitating a thorough discussion among the client cities on an appropriate ruling, and then drafting a recommended ruling for your City's consideration.
5. Technology Reviews: MuniServices will continually research utility market information to identify potential taxable services delivered by new technologies and new providers.

### **Article 3 – Information to Be Provided by City**

---

The City agrees to provide MuniServices with the following information:

1. A copy of the City's UUT Ordinance and any amendments thereto.
2. Letters requesting the exemption lists from the utility companies to be placed on City letterhead.
3. A Letter of Authorization for MuniServices to act on City's behalf. Place on City letterhead.
4. A sample remittance form to be provided to the utility companies.
5. Two SB278 letters requesting from utility companies to provide transportation list on City letterhead.

The City will provide MuniServices, on a timely basis, with information necessary to conduct its compliance review activities including but not limited to: monthly UUT payment histories, exemption lists, and SB 278 gas and electric lists (including names of customers refusing to pay surcharges), administrative rulings, and of any subsequent amendments to the UUT ordinance.

### **Article 4 – Termination and Completion of Services**

---

- A. Either the City or MuniServices may terminate this Agreement, by thirty (30) days prior written notice as provided in this Section.
- B. If the City terminates this Agreement at any time within twelve (12) months following the effective date of this Agreement, and Law Firm has prepared an ordinance update for the City (whether or not the City adopts the recommended update), the City shall nevertheless pay MuniServices four (4) quarterly payments from the commencement of the Agreement to compensate MuniServices for services rendered. MuniServices shall also be entitled to additional compensation as described in Section C below.
- C. Upon termination by either party of the Agreement as provided herein, MuniServices shall be entitled to retain any fees it may have received from the City as outlined in this Agreement. In addition, MuniServices shall be entitled to payment according to the terms of Exhibit B for all additional revenues, including interest and penalties, resulting from MuniServices compliance review activities. Within thirty (30) days following termination, MuniServices shall provide the City with a list of detections of non-compliance resulting from the compliance review activities of MuniServices. The City shall, in good faith, diligently seek to: i) correct such detections of non-compliance made by MuniServices prior to the date of termination; and, ii) collect the additional revenues that are due the City and MuniServices for past periods and for the twelve quarters going forward following the correction, even though the date of actual correction may occur after the termination date. MuniServices shall assist the City in this correction/collection effort, if so requested by the City. MuniServices right to compensation for city-specific compliance review activities under Appendix A Section B shall survive termination of this Agreement for any reason.

## **Appendix A**

### **Optional City-Specific Compliance Services**

In the course of performing the various UUT compliance activities, MuniServices may discover discrepancies or other evidence of possible significant non-compliance. MuniServices may thereupon advise the City that it may be prudent to conduct a city-specific compliance review of a particular service provider or taxpayer, or specific issue relating to such service provider or taxpayer. The City may authorize such city-specific compliance actions as provided in this Appendix A ("Optional City-Specific Compliance Actions") for utility user's tax purposes or in connection with a gas, electric, CATV, water, garbage franchise, as follows:

#### **City-Specific Audits Scope of Work**

---

At any time during the term of this Agreement, with the prior mutual consent of the City and MuniServices, MuniServices may perform an audit of a specific utility provider related to UUT payments and/or utility franchise fees if applicable. The audit's intention is to focus on the compliance of the particular selected utility provider(s) with the City's UUT ordinance and/or franchise fee agreement. This service includes an actual request for, and review of the utility provider's books and records. Typically, the audit process, in general, will consist of the following:

1. Submit an Audit Notification along with the Letter of Authorization and a Request for Information (RFI) outlining the information needed to complete the audit to the Provider(s).
2. Attempt to obtain a waiver on the Statute of Limitations, as applicable, for the audit.
3. Review the work papers and supporting documentation used in the computation of the UUT and/or franchise fee payments.
4. Review and analyze the provider's general ledger and financial statements. Compare and analyze the data for reasonableness, completeness, and accuracy as related to the UUT and/or franchise fee.
5. Review and analyze all the provider's revenue accounts in detail to:
  - a) Determine revenues that are to be included or excluded from the UUT and/or franchise fee computations;
  - b) Review the revenues excluded from the computations, if any, and;
  - c) Determine if exclusions are permitted by the City's ordinance and/or franchise agreement.
6. Determine if a utility provider or any of its subsidiaries receives any revenues from customers or third-parties for the use of utility provider's facilities located on City's right-of-way authorized by the franchise agreement that are not included in the franchise fee calculation used to determine the payment to the City.
7. Analyze the number of customers reported in the City by rate classification and obtain and review the utility provider's procedures to code new customers to the proper jurisdictions and the procedures used to address annexations.
8. Obtain and review the list of any exempted customers, if any, from the UUT and/or franchise fee computation. For Cable TV Provider's PEG fees, if there are any, request the supporting documentation on provider's payments to the City. The schedules should include a composition of the number of subscribers such as basic, non-standard and free subscribers, by month, for each of the calendar years included in the review period.
9. Sample test the geo-coding system by selecting certain customer accounts within the City boundaries and in the immediate vicinity to review if those accounts are properly coded as assessed. MuniServices will concentrate the sampling in problematic geographical areas, such as those that might overlap with a neighboring city or where multiple zip codes exist. MuniServices will also sample test heavily in the area of annexations to ensure that proper procedures are in place to identify and properly code these areas within the Franchisee's system. MuniServices will request that the utility provide the customer account information in an electronic format for all customers located in the City and surrounding areas.
10. Compare the provider's payments, exclusions, and other computations as related to the UUT and/or franchise agreement. Compare the actual payments made to the City for timeliness and accuracy.
11. Conduct an Exit Interview with the utility provider to review findings and obtain the provider's position on the issues identified. Seek to obtain agreement and/or payment of any amounts due to the City (to be sent directly to the City) within 30 days.
12. Prepare a written report with findings that describe and explain the results of MuniServices review, potential additional monies due to the City, the Provider's position on the issues and any applicable penalties and interest. MuniServices will schedule a final presentation of these findings with the City.

13. Provide any and all necessary schedules and supporting documents to assist the City in collecting underpaid UUT and/or franchise fees.

### **Utility Customer's Jurisdictional Coding Verification Service (Optional)**

As an optional service under the UUT Premium Services, MuniServices will perform a 100% test of a providers' customer base, verifying that all customers are correctly coded to the proper jurisdiction, and provide the providers with any accounts that are identified as being incorrectly coded. This service requires the providers to provide non-confidential customer account information in an electronic format for all customers located in the City and surrounding areas.

### **Deliverables**

---

MuniServices shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and shall, upon completion of all work, submit to the City all information developed in the course of providing the services. MuniServices shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. MuniServices shall, upon request by the City and upon completion or termination of this Agreement, deliver to the City all material furnished to MuniServices by the City.

### **City Assistance**

---

City agrees to:

1. Provide administrative subpoenas as needed for access to the books and records of the utility.
2. Provide a specific Letter of Authorization for MuniServices addressed to the specific utility for the specific audit.
3. Invoice the responsible party for tax deficiencies (plus interest and penalties if applicable) identified and confirmed by MuniServices within thirty (30) days following receipt of MuniServices detection report or correspondence.
4. Provide MuniServices with a copy of any settlement agreement with a taxpayer/tax collector within ten (10) days of entering into such agreement.
5. City agrees to view MuniServices as a revenue enhancement partner and allow MuniServices to assist the City in increasing compliance and increasing revenues.

### **Notification**

Notify MuniServices within ten (10) days following receipt by the City of payments that are a direct result of MuniServices compliance and/or audit services (cash, installment, or other compensation directly benefitting the City) of such tax deficiencies, whether invoiced or not. Upon receipt of such notice, MuniServices will promptly invoice the City (if applicable).

### **City's Determination Final**

Whenever the City Council or a City Officer is empowered under State or local ordinance to make a determination as to whether or not a tax assessed against a taxpayer is due, for purposes of this Agreement that determination shall be final and binding on the parties hereto. However, a City Officer's determination to waive a tax assessment shall not relieve the City of its obligation to pay MuniServices therefore.

### **Termination and Completion of Services**

---

1. Either the City or MuniServices may terminate this Agreement, by thirty (30) days prior written notice as provided in this Section.

If the City terminates this Agreement at any time within twelve (12) months following the effective date of this Agreement, and Law Firm has prepared an ordinance update for the City (whether or not the City adopts the recommended update), the City shall nevertheless pay MuniServices four (4) quarterly payments from the commencement of the Agreement to compensate MuniServices for services rendered. MuniServices shall also be entitled to additional compensation as described in Exhibit B.

2. Upon termination by either party of the Agreement as provided herein, MuniServices shall be entitled to retain any fees it may have received from the City as outlined in this Agreement. In addition, MuniServices shall be entitled to payment

according to the terms of Exhibit B for all additional revenues, including interest and penalties, resulting from MuniServices compliance review activities. Within thirty (30) days following termination, MuniServices shall provide the City with a list of detections of non-compliance resulting from the compliance review activities of MuniServices. The City shall, in good faith, diligently seek to: i) correct such detections of non-compliance made by MuniServices prior to the date of termination; and, ii) collect the additional revenues that are due the City and MuniServices for past periods and for the twelve quarters going forward following the correction, even though the date of actual correction may occur after the termination date. MuniServices shall assist the City in this correction/collection effort, if so requested by the City. MuniServices right to compensation for city-specific compliance review activities under Article 4 Section B shall survive termination of this Agreement for any reason.

## **Confidentiality**

---

MuniServices agrees that it shall keep all information it receives concerning City taxpayers confidential and shall use it solely for tax compliance purposes. Services performed by MuniServices prior to termination may result in the City's receipt of revenue after termination. This receipt of revenue entitles MuniServices to payment from the City even after expiration of contract or termination. The City agrees to provide to MuniServices after expiration or termination of this Agreement such confidential payment information as is necessary to enable MuniServices to calculate the compensation due to MuniServices as a result of said receipt of revenue and MuniServices shall maintain the confidentiality of this information. Therefore, MuniServices shall be deemed a contractor under Revenue and Taxation Code Section 7284.6 - .7 after expiration of contract or receipt of notice of termination from the City for the sole and limited purpose of enabling MuniServices to have access to said information to calculate compensation.

City agrees to view MuniServices as a revenue enhancement partner and allow MuniServices to assist the City in increasing compliance and increasing revenues.

## **EXHIBIT B COMPENSATION**

### **Compensation for UUT Compliance, Administration and Revenue Protection Program**

---

#### **A. Annual Fixed Fee**

1. **Total Annual Fixed Fee:** The City's total annual fixed fee for participating in the Program (including Law Firm) shall be the greater of five-tenths of one percent (0.5%) of the total UUT taxes received for the most recent fiscal year by the City (excluding UUT revenues derived from sewer, water and trash) or a minimum fee of \$10,000. In no case shall the City's annual fixed fee exceed eighty-five thousand (\$85,000) ("Maximum Fee"). The Minimum Fee and Maximum Fee shall be increased at the rate of two percent (2%) each year. MuniServices will calculate the fee based on the actual remittance notices received for the most recent fiscal year.
2. **Disclosure of Allocation of Annual Fixed Fee between MuniServices and Law Firm.** The total annual fee payment shall be allocated as follows:

*City will pay MuniServices its fixed fee payments as specified in A.1 above on the scheduled dates as specified on A.3 below. MuniServices agrees to pay Law Firm on behalf of the City as follows: i) to Law Firm, the greater of one-eighth of one percent (0.125%) of the total UUT revenues or five-thousand dollars (\$5,000), as reflected in a separate attorney/client agreement with the City, and ii) to MuniServices, one-half of one percent (0.5%) of the total UUT revenues less the amount allocated and paid separately to Law Firm, provided that iii) if Law Firm provides legal services relating to a UUT ballot measure [see Art.2(C) (3) above], City agrees to pay Law Firm for the first year only after the ballot measure is successful the greater of one-fourth of one percent (0.25%) or \$10,000, and iv) to MuniServices one-half of one percent (0.5%) of the total UUT revenues less the amount allocated and paid separately to Law Firm. At any time, Law Firm and MuniServices may, by mutual agreement, adjust their proportional share of said total annual fee, provided that such parties shall receive prior approval of such adjustment from the City.*

3. **Quarterly Payments of Fixed Fee:** The annual fixed fee shall be paid in four equal quarterly payments with due dates of: March 31, June 30, September 30, and December 31. Invoices for services rendered shall be in arrears (invoiced for the immediately preceding quarter). If the effective date of this Agreement is other than on an invoice date, the City shall be invoiced for the first quarterly payment on the immediately following invoice date as set forth herein. City shall be invoiced and responsible for a prorated portion of the preceding quarter based on the effective date of this Agreement. Payment will be made to MuniServices within thirty (30) days of receipt of MuniServices invoice therefore. Any amounts which remain unpaid after thirty (30) days shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law. These quarterly payments are nonrefundable, and such payments by City to MuniServices shall be deemed full payment to Law Firm.

#### **B. Specific to AB 1717**

The work performed specific to AB1717 shall not be construed as permitting a contingent fee arrangement as payment for services rendered pertaining to prepaid local charges; and any fees paid by the City to MuniServices for city-specific auditing of a "seller" of prepaid wireless UUT remitting to the BOE, shall only be performed on a fixed fee basis or on an hourly time and material basis and shall not involve any contingent fee arrangement.

MuniServices fees for services performed on an hourly rate schedule shall depend on the personnel assigned to perform the work, and shall be based on the job classification as follows:

- Principal: \$200 per hour
- Project Manager: \$175 per hour
- Client Services: \$150 per hour
- Information Technology (IT) support: \$175 per hour
- Operational Support:
  - Director or Manager: \$175 per hour
  - Senior Analyst: \$125 per hour

- Analyst: \$100 per hour
- Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

## **Compensation for Optional City-Specific Audits Compliance Review Services**

---

1. With the exception noted in subsection (2) below, with respect to a city-specific compliance review referred to under the city-specific scope of work above, MuniServices shall be entitled to contingent fee compensation where MuniServices' compliance review activities result in the City receiving additional revenues from such city-specific compliance review activity. Accordingly, the City shall pay MuniServices twenty-five percent (25%) of the additional revenues, including interest and penalties, that has resulted from its city-specific compliance review activities. MuniServices will seek to recover, or assist the City in recovering all revenue due the City from prior periods, if any, and MuniServices will receive 25% of any retroactive recovery with a minimum compensation recovery period of twelve (12) calendar quarters. In cases where there are less than twelve calendar quarters in the retroactive recovery period, recovery in prospective quarters will be included to satisfy the twelve calendar quarter minimum recovery period. If the City determines that a correction should be applied prospectively from the date of the determination only, then MuniServices' Compensation shall apply to the additional revenues resulting from the correction for the twelve calendar quarters following the commencement of the prospective correction. In calculating additional revenues, if actual revenue amounts are not available or easily obtained, MuniServices may, with the approval of the City, use the best available information to estimate the additional revenues (e.g., averaging known underpayments or use of industry averages). As used in this subsection, the term "additional revenues" includes the value of any other services, credits, property of every kind or nature, or other consideration received by the City in lieu of monetary payment.
2. Specifically for Solid Waste compliance reviews, MuniServices shall be entitled to additional fixed fee compensation. The amount of the fixed fee compensation and the detailed of scope of work shall be determined prior to the start of the work and shall be mutually agreed to in writing between both parties.
3. Notwithstanding subsections (1 and 2) above, nothing herein shall prohibit the parties from entering into a written agreement on compensation for city-specific compliance review services on a fixed fee or any other separately negotiated basis.
4. MuniServices compensation is due and payable within thirty (30) days of the City's receipt of MuniServices invoice. Any undisputed amounts which remain unpaid after thirty (30) days shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law.

### **Utility Customer's Jurisdictional Coding Verification Service (Optional)**

Should MuniServices provide the Optional Jurisdictional Coding Verification Service to the City, the City shall pay MuniServices a fixed fee of twenty-thousand dollars (\$20,000) per each Provider coded. The fixed fee will be billed to the City 50% upon election of the service and the remaining 50% upon completion.

### **MuniServices Expenses**

MuniServices shall absorb all expenses incurred by MuniServices in providing its services as described herein. These expenses include items such as employee salaries and benefits, insurance, airfare, auto rentals, meals, lodging, express mail, mail, telephone, copying, directories, on-line resources, and other overhead and miscellaneous expenses.

### **Additional Consulting**

The City may request that MuniServices provide additional consulting services at any time during the term of the Agreement. If MuniServices and the City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, MuniServices standard hourly rates range from \$100 per hour to \$200 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the City and shall be reimbursed at cost to MuniServices.

**EXHIBIT C**  
**MuniServices Helpful Contacts**

<b>Contact</b>	<b>Project Role</b>	<b>Phone</b>	<b>Email</b>
Julia Erdkamp, MPA	Client Services Manager	559.246.2901	<a href="mailto:julia.mcginnis@muniservices.com">julia.mcginnis@muniservices.com</a>
Doug Jensen	SVP Client Services	559.288.8943	<a href="mailto:doug.jensen@muniservices.com">doug.jensen@muniservices.com</a>
Jonathan Gerth	VP Audit Services	205.423.4177	<a href="mailto:jvgerth@revds.com">jvgerth@revds.com</a>
Gary Grace	UUT Production Manager	818. 661.5520	<a href="mailto:ggrace@revds.com">ggrace@revds.com</a>
Don Maynor, Esq.	UUT Expert	650.327.2894	<a href="mailto:Maynor1@comcast.net">Maynor1@comcast.net</a>
Irene Reynolds	Client Relations Manager	559.271.6867	<a href="mailto:irene.reynolds.@muniservices.com">irene.reynolds.@muniservices.com</a>
	Billing Department	757.321.2517	<a href="mailto:billing@portfoliorecovery.com">billing@portfoliorecovery.com</a>
Francesco Mancia, MBA	VP Government Relations	559.288.7296	<a href="mailto:fran.mancia@muniservices.com">fran.mancia@muniservices.com</a>
Brenda Narayan	Dir. Government Relations	916.261.5147	<a href="mailto:brenda.narayan@muniservices.com">brenda.narayan@muniservices.com</a>
Patricia A. Dunn, MSHR	Contracts Manager	559.271.6852	<a href="mailto:patricia.dunn@muniservices.com">patricia.dunn@muniservices.com</a>



## **CITY OF HUNTINGTON PARK**

Public Works Department  
City Council Agenda Report

October 6, 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 AND APPROVAL OF AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES**

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

1. Approve agreement for Landscape Maintenance Services for a base contract amount annually with a maximum of two 1-year extensions of term;
2. Authorize the Interim City Manager to execute the agreement; and
3. Encumber the remaining portion of the annual contract amount for FY 2015-2016 for the payment of Landscape Maintenance Services.

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

The City of Huntington Park (City) currently contracts the landscape maintenance services for maintenance of the City's landscaped areas. TruGreen LandCare is the City's current landscape maintenance services contractor. The contract expired on November 30, 2013, but was continued on a monthly basis under the same terms.

As part of the solicitation of the Landscape Maintenance service contractor, Staff conducted a request for proposals on July 30, 2015. Ten companies requested the Request for Proposal packages and six proposals were received. The qualified bid proposals were reviewed and the top 3 are as follows:

- #1. LandCare from Gardena;
- #2. Bennett Landscape from Harbor City; and
- #3. Parkwood Landscaping from Van Nuys.

# **APPROVE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES**

October 6, 2015

Page 2 of 2

## **FISCAL IMPACT/FINANCING**

Funds for the landscape maintenance services are part of the adopted budget for FY 2015-2016 in amounts sufficient to cover the cost of the new Landscape Maintenance Services agreement. No additional appropriation is needed at this time.

Since services are partially related to various parking lots, 12% is allocated to the City's Parking System Fund (231) and the overall cost of 88% is allocated to the City's General Fund (111).

Community Beautifications	111-8095-431.56-60	88%
Parking System	231-3024-415.56-41	12%

The remaining contract amount will cover 4 months of FY 2016-2017 (through October 2016) at which time the City has the right to exercise one of the two one-year options under the agreement.

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

The contract effective date will be November 1, 2015 with two, optional, 1-year extensions of term.

## **CONCLUSION**

Approve the attached Landscape Maintenance Agreement, appropriate the funds, and authorize the Interim City Manager to execute the Contract.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Michael Ackerman  
City Engineer

## **ATTACHMENTS**

- A. Contract Services Agreement (Landscape Maintenance Services)



CONTRACT SERVICES AGREEMENT  
(LANDSCAPING MAINTENANCE SERVICES)

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this 1<sup>st</sup> day of November, 2015 (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and \_\_\_\_\_ a Corporation (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

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

I.  
ENGAGEMENT TERMS

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

- 1.2 TERM: This Agreement shall have a term of 1 year. Prior to the conclusion of the Term, this Agreement may be extended for a maximum of 2 terms with a maximum duration of 1 year each, by a CITY issued written notice of its intent to authorize the term extension. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
  - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$00.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings,

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

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

## II.

### PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT

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

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

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

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

### III. INSURANCE

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

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

C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both CONTRACTOR and CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the

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

#### IV. INDEMNIFICATION

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

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

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

## V. TERMINATION

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

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

## 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

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

## VI. MISCELLANEOUS PROVISIONS

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

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

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

**CONTRACTOR:**

**CITY:**

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

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

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

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

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

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

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

**CITY OF HUNTINGTON PARK:**

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**This page intentionally left blank.**

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The City of Huntington Park is seeking the services of a highly qualified Contractor to provide Landscaping Maintenance Services for the City of Huntington Park.

The Contractor shall utilize green products whenever possible. A list of green products to be utilized by the Contractor shall be pre-approved by the City prior to use. The Scope of Services are as follows:

#### **LAWN CARE**

Lawns shall be mowed turf-grass one (1) time per week during the months of January through September, Turf-grass shall be mowed every-other-week during the months of October through December. The Contractor may mow one (1) time per week during the months of October thru December a no additional cost to the City as directed by the City. The cutting edge of all mowing equipment shall be kept in a sharp condition, free of organic material, and they shall be kept in proper adjustment. Rough cutting of grass will not be permitted. Prior to mowing, all trash and foreign materials are to be removed from lawn areas. All areas containing Kikuyu grass or Bermuda grass, as the primary grass shall be mowed at 3/4 height. All areas with bluegrass or perennial rye grass as the primary grass shall be mowed with a rotary or reel type mower at a minimum height of 2 inches in dry warm weather and 1 1/2 inches during the cool rainy season as determined by the City. Edging of all turf areas adjacent to hardscape including but not limited to paving, curbs, gutter, sidewalk, etc. must be completed monthly and on an as needed basis so that no turf overhangs hardscape area to the satisfaction of the Director of Public Works or designee. Trimming of vegetation around all trees, fences, walls, and any other vertical surfaces and/or obstacles shall be completed at a minimum of monthly and as needed to the satisfaction of the Director of Public Works or designee.

Lawns shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers. Extreme caution shall be observed, if selective weed killers are used, not to damage any other plants. If spraying is done, it shall only be done at times when there is no wind.

The Contractor is responsible to over seed all damaged or bare turf areas on a continual basis to re-establish turf to an acceptable quality as determined by the City. This task shall be performed at no additional cost to the City. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. The top dress material, seed, and application rate shall be as approved by the City.

The Contractor shall be responsible for removal of all litter and debris from turf prior to mowing. All trash receptacles shall be emptied, all debris or litter created by or worsened by the mowing operation shall be removed prior to the crew leaving the site.

Failure to do so will result in the issuing of a Deficiency Notice and a deduction from the monthly payment reflecting the cost to clean up the debris.

## **IRRIGATION SYSTEMS**

Before beginning the maintenance program, the Contractor shall inspect all systems and report damages or incorrect operation to the Director. The Contractor will be responsible for the operation of the irrigation system and maintenance of sprinkler heads, risers, solenoid valves, mainline, and lateral lines.

### **Specifically, the Contractor shall:**

Where the installed sprinkler system does not cover the area adequately, the Contractor shall provide his own sprinklers and hoses to adequately water the area, until he makes permanent changes to correctly cover the area.

Repair and adjust all heads to maintain proper coverage.

Remove the last head from each system and flush the lines, if required.

Repair and replace any equipment damaged as a result of contract operations at the Contractor's expense. All replacements to be original type equipment or equal.

Contractor to provide materials for repair and extension of irrigation systems, including piping, connections, risers, sprinkler heads and valves.

Inspect all automatic systems on a weekly basis to insure proper operation of system. Repair or replace valve or other malfunctions.

Contractor shall provide automatic moisture sensitive control irrigation systems which shall restrict the operation of said systems during rainy periods.

Contractor shall be responsible for cascading and setting controllers.

All irrigation systems shall automatically turn off during rainy days.

Watering of planters shall be controlled to avoid excessive drainage on sidewalk and/or hardscape creating a hazard and staining.

Irrigation of general areas controlled by automatic time clocks shall be watered between 11:00 p.m. and 6:00 a.m.

Manual irrigation shall be performed during normal working hours except when prohibited by Local, Regional, State, or Federal regulations or mandates.

## **MEDIANS**

All specifications listed for Shrub, Groundcover, and General Turf Maintenance shall apply to Median Service Areas. In addition to landscape and turf maintenance the Contractor is responsible for the maintenance of all hard surfaces areas such as curbs, gutters, concrete safety strips, sidewalks, and patterned concrete surfaces, which are part of the median.

All hard surface areas on all medians shall be inspected weekly and maintained in a neat, clean, and safe condition at all times. The hard surface areas shall be kept “weed free” at all times.

All hard surface areas shall be cleaned monthly or more frequently as needed to remove all deposits of litter, silt, sand, dirt, weeds, grass or other debris. The use of vacuums is required for the monthly service on all hardscape areas on the medians. All materials shall be removed from the site and be properly disposed of by the Contractor.

Plant material shall not be allowed obstruct any site line of vehicular traffic, and shall be kept below thirty-six (36”) in height as measured from the road surface in any area where traffic site lines may be impacted. A City representative may provide direction as requested for proper maintenance.

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, curbs and gutters, or expansion joints and areas contiguous to the City landscape.

All maintenance personnel shall wear safety vests and personal protective equipment while working in the public right-of-way and when working on medians, and at no time shall work be performed in the roadway without a City approved Traffic Control Plan in compliance with the CAMUTCD and all required traffic control signage in place.

Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

## **PICNIC SHELTERS**

Contractor shall be responsible for the cleaning and trash pickup of all City shelters including the below shelters. A City representative will provide weekly schedule of Picnic Shelter reservation(s):

Senior Park – 1 Shelter

6923 Salt Lake Avenue

Huntington Park, CA 90255

Keller Park – 1 Shelter

6550 Miles Avenue

Huntington Park, CA 90255

## **LAWN TRIMMING**

All edges shall be trimmed after each cutting or more often as necessary. Trimming shall include cutting all grass along walls, fences, curbs, sidewalks, shrubs, tree trunks, poles, or any other object immediately adjacent to the lawn areas.

The trimming shall be done by power edgers or by hand, but in no case will soil sterilants or other types of herbicides be permitted for use in edging. Immediately after trimming, a contact herbicide approved by the State Department of Agriculture and the City may be applied around the base of trees and sprinkler heads but shall not exceed 2" beyond the perimeter of the head. Spray around trees shall not exceed 6" from the base of the tree. No herbicide is to come in contact with the tree. Herbicides used along walls shall not exceed 4" from the base of wall.

Trim around sprinkler heads as necessary to provide maximum water coverage.

Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be reported to the Director and repairs made at the Contractor's expense.

After trimming, all debris shall be raked off the lawn, swept off of sidewalks and paved areas, and collected for disposal.

## **LAWN RENOVATING**

Lawns at the Civic Center and the Recreation Center shall be renovated (*Dethatching and top dressing*) once each year. Dethatching shall be done in October. Contractor shall over seed all turf areas immediately after dethatching. Seed with perennial rye grass approved by the Director, at recommended seed rates with sodding as needed, in January/February. This shall include dugout areas.

All lawn depressions shall be brought level to grade with topsoil and reseeding as necessary.

Infield turf areas on Baseball Diamonds shall be renovated to include, dethatching, over seeding, top dressing, and sodding as needed, in January/February. This shall include dugout areas.

## **LAWN WATERING**

Lawns shall be deeply watered, as weather conditions require providing adequate moisture for optimum growth. Lawns shall at no time show a lack of fresh green color or a loss of resilience due to lack of water. Irrigation shall be done between 11:00 p.m. and 6:00 a.m.

Wherever the permanently installed sprinkler system does not adequately cover the areas, the Contractor shall set out additional hoses and sprinklers as required to uniformly irrigate all areas.

Excessive water in streets shall be avoided. Every effort will be made to conserve water. Automatic controllers shall be programmed so as to keep lawn areas in a green healthy condition, utilizing the least amount of water.

All recently reseeded areas shall be watered to prevent excessive run-off or ponding, but shall also be watered on a regular basis to ensure germination.

Manual watering of newly planted trees and/or any trees that do not have automatic irrigation and/or are not fully established is required.

### **LAWN FERTILIZING**

Lawns shall be fertilized at least two times a year. Application shall be at the rate of 3 to 4 pounds of actual nitrogen per 1,000 square feet per year. One of the applications shall be of a complete or balanced fertilizer containing not less than 4 percent phosphorous and 4 percent potassium in addition to nitrogen. Iron and other elements shall be included if required to correct soil deficiencies.

The Director shall be notified prior to application of fertilizers. All turf areas shall be aerated prior to fertilization by removing 2" deep cores of sod with an aerator machine at not more than 6" spacing.

The second application shall be of straight nitrogen fertilization. Lawns shall be watered immediately after fertilization to prevent burning of grass.

### **SHRUB AND GROUND COVER WATERING**

Contractor shall water trees, shrubs and ground cover deeply and slowly to establish moisture to the full depth of the root zone. Watering shall be done in a manner to avoid erosion, excessive run-off, or creation of a waterlogged soil condition. Hoses and sprinklers shall be used to supplement the sprinkler system where necessary to insure complete coverage. In areas where no such sprinkler system exists, the Contractor shall water with hoses or other apparatus as necessary, to insure deep watering. Areas having manual valves to operate, bubbler heads, or skinner lines will be used to irrigate by the Contractor.

Trees and shrubs shall be deeply watered as weather conditions require to provide adequate moisture for optimum growth. Trees and shrubs shall at no time show a lack of fresh green color due to lack of water.

Wherever the permanently installed sprinkler system does not adequately cover the areas, the Contractor shall install a permanent irrigation system as required to uniformly irrigate all areas, at the Contractors expense.

Excessive water in streets shall be avoided. Every effort will be made to conserve water. Automatic controllers shall be programmed so as to keep planted areas in a green, healthy condition, utilizing the least amount of water practicable.

### **SHRUB AND GROUND COVER PRUNING**

Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Excessive pruning or stubbing back will not be permitted. All cuts over one inch in diameter shall be painted with approved tree wound dressing. All pruning cuts shall be made flush and shall be cut with no damage to the surrounding bark. All dead or damaged branches shall be removed

Pruning of shrubs shall be done as needed to achieve the following:

To shape, particularly to correct misshaping caused by the wind. Maintain shape where hedged.

To raise the lower branches of trees above 7' minimum head height from ground.

Public safety shall be a prime consideration in trimming trees.

To cut back shrubs and ground cover where they encroach on the paved areas or become intertwined.

To cut back branches that are rubbing on walls, fences, and buildings, or overhanging header board areas.

To remove suckers, waterspouts, and other undesirable growths from the trees.

Oleanders shall be kept trimmed as necessary to keep all City signs clearly visible by traffic at all times.

All pruning operations will be conducted so as to provide maximum safety for the public, and shaped to conform to horticultural standards.

Major pruning of shrubs shall be done during the dormant season. Minor pruning may be done at any time.

Oleander shrubs and trees shall be trimmed after bloom season.

Contractor shall remove all dead trees, including stump grinding and turf repair.

Pruning of tree roses shall be done at the end of January/February by cutting and removing all dead and old wood and spraying with oil emulsion after pruning.

Uniformity is important, encourage weak side by pruning to produce more bloom, leave more lateral wood.

### **SHRUB AND GROUND COVER WEEDING**

Weed and cultivate the ground cover areas and other areas as needed to keep them free of weeds. Pre-emergent weed control chemical can be used to control weeds on the railroad right-of-way only.

### **SHRUB AND GROUND COVER STAKING**

Maintain and replace stakes and guys with material equal to existing. Maintain and replace plant ties to provide support without damage to bark.

### **SHRUB AND GROUND COVER FERTILIZING**

Fertilize all trees, shrubs, and ground cover once a year with an approved complete fertilizer. Fertilizer shall be applied in April. Fertilize at the following rates at each application: 1/4 pound per shrub; 1 pound per tree of less than 1-inch trunk diameter; 3/4 pound per tree with more than 1-inch trunk diameter; 20 pounds per 1,000 square feet of ground cover. The fertilizer for roses shall be a slow release organic-type with a 6-6-6 compositions or equal. Application of an iron fertilizer shall be used as needed throughout the year, where necessary, to maintain healthy, vigorous growth and good foliage.

### **SHRUB AND GROUND COVER TRIMMING**

All ground cover shall be edged and cut back once every month to promote good health and appearance. A cleared circle 18" to 24" in diameter shall be maintained at base of tree in ground cover area to reduce competition for nutrients. Edge ground cover to keep in bounds as necessary to achieve an overall even appearance. Trim around sprinkler heads as needed to provide maximum water coverage. Trim Ivy and other ground cover as necessary to restrict growth from encroaching on curbs or other adjacent areas. Growth retardants may be used.

Contractor shall remove dead and damaged shrubs, and ground cover and replant with material of equivalent size, condition and variety, subject to the approval of the Director.

The Contractor, at the Contractor's expense, shall replace all plant material that has died as determine by the Director. This includes turf, ground cover, shrubs, and trees.

Plants destroyed by vandalism, outside construction, or by City forces shall be the responsibility of the Contractor and replaced at the Contractor's expense.

Annual flowers shall be replaced and planted three times a year and more often, if required, by the Contractor as determined by the Director. Flowers to be furnished by Contractor. There shall be no alterations in existing landscape without prior consent by the Director.

### **SHRUB PLANTING**

Planting located within 50 feet of any railroad crossing shall not be permitted to grow to a height in excess of four feet above the top of the railroad's adjacent tracks. Adequate cultural care shall be undertaken by Contractor to insure strict compliance with said height restriction. Planting shall not be permitted to foul any water lines nor shall planting be located less than 15 feet from the centerline of railroad tracks.

### **SHRUB CARE - CIVIC CENTER**

Camellias and Azaleas and all plants located between the County Court Building, City Hall Building, and the Police Building shall be raked out weekly or more often as needed to keep areas free of leaves and litter. Azalea and Camellia shrubs and trees shall be trimmed after the bloom season.

### **PLANTS**

As plants expire, Contractor will replace with drought tolerant plants per the City's direction and approval at the Contractor's expense.

### **REQUIRED REPORTS/MEETINGS**

Contractor shall be responsible for the filing of all required records and reports, including but not limited to the Notice of Intent to Apply and Pesticide Use Reports, as specified by all county, state, and federal agencies. Said reports shall contain accurate and valid information. Copies off all records and reports shall be submitted to the City and Agricultural Commissioner monthly, with the exception of the Notice of Intent to Apply, which shall be submitted prior to the application of pesticides.

Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity of chemical, method of application, and environmental data. A copy of this report shall be submitted to the City at the end of each month. Failure to do so will result in a deficiency and possible deduction in payment.

A pest monitoring report for each site shall be submitted to the City by the first day of each month. This report shall include the site number, date identification, extent, and location of pest problems (if any), record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.

The City shall be notified verbally within forty-eight (48) hours and in writing within five (5) working days of any new pest problems previously unreported and observed by the Contractor.

Contractor shall provide Public Works and Parks and Recreations with a weekly report of what was completed and what the Contractor will be working on. Contractor will also have bi-monthly meetings with Public Works and Parks and Recreations.

## **PEST CONTROL**

Landscaped areas (shrub and ground cover)

### **Weed control**

All landscaped areas shall be treated with appropriate pre-emergent herbicide at the recommended rate according to the label.

All areas within the boundaries of the site, which are not landscaped, shall be treated monthly to eliminate weeds. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

### **Snail Control**

Snails shall be controlled on an as needed basis on all plan material, as determined by the Director.

### **Insect and Disease Control**

All landscaped areas shall receive appropriate treatment with EPA registered pesticides for any insect or disease which causes or may cause damage to plants.

## **WEED CONTROL – PAVED SURFACES**

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in concrete walkways, sidewalks, cracks, or expansion joints, within each site and in areas contiguous to the City landscape. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

**HOLIDAYS**

The following ten (10) days are City holidays on which Contractor shall provide service. Contractor shall also provide service on the day after these holidays. Parks shall be serviced by 12 P.M. There will be a fine, the cost to replace these services, if Contractor does not provide service on the following day after a holiday.

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

**Summer**

The Contractor shall provide service, including the cleaning of restrooms twice a day, on every Saturday and Sunday during the summer months of June thru September at all parks.

**Weekends**

Contractor will open and close the below parks on weekends:

Salt Lake Park at 6:00 a.m.	Perez Park at 9:00 a.m.
Keller Park at 6:00 a.m.	Chesley Circle at 6:00 a.m.
Freedom Park at 6:00 a.m.	

## **MAINTENANCE WORK AREAS**

Salt Lake Park  
Municipal Bldg.  
3401 East Florence Ave.

Huntington Park  
Community Center  
6923 Salt Lake Ave.

Robert Keller Park  
6550 Miles Ave

Raul R. Perez  
Memorial Park  
6208 Alameda St.

Freedom Park  
3801 E. 61<sup>st</sup> Street

Chesley Park  
Corner of Zoe Ave  
and Albany St.

City –Owned  
Parking Lots/Rita Street

City-Owned Parking  
Lots/Ruby Street

Medians  
Various Locations

Skate Park  
3401 E. Florence Ave

Community Center  
6923 Salt Lake Ave

Any and all City owned  
properties and buildings

City Hall Bldg.  
6500 Miles Ave

Police Dept. Bldg.  
6542 Miles Ave

Police Annex Bldg.  
6538 Miles Ave

Library  
6518 Miles Ave

### **Shelters two (2):**

Senior Park – One (1) shelter  
6923 Salt Lake Avenue, Huntington Park, CA 90255

Keller Park – One (1) shelter  
6550 Miles Avenue, Huntington Park, CA 90255

## **SPORTS FIELD MAINTENANCE**

### **Baseball/Softball Infield Maintenance – Salt Lake Park**

#### Skin/Baseline Areas

Maintain a level surface with uniform consistency throughout the areas. Problems areas include edges, player position areas, sliding, and lead-off areas.

Daily Maintenance: Drag, level, rake, wet down.

Weekly Maintenance: Scarify ½” deep, level depressions (pack firm with 3-ton roller if rain eminent).

Monthly Maintenance: Re-screen surface, scarify, and add Hilltopper mound clay, level.

Annual Maintenance: Scarify and add Angel Mix as needed. Laser level every two (2) years. Add Hilltopper mound clay as needed. Salt Lake Park dethatching the perimeter of the infield (2' from infield edge) and around the warning track of fields once (1) per year.

Laser Leveling – Every 2 years.

**Dragging Equipment / Techniques**: The following dragging techniques shall be applied to all baseball/softball infields. All dragging should avoid the grass edges by staying at least one foot away – the area next to the grass edge should be hand raked.

a. Scarifying drag: loosens and mixes the top ½", or so, of skin material (Hilltopper mound clay) with the conditioner (topdressing) material typically consisting of Hilltopper mound clay. Scarifying drags also level the cleat marks created in the skin base Hilltopper mound clay. Baselines should be dragged by hand if there is grass on both sides.

b. Leveling drag: fills in minor swales created from sliding and concentrated cleat activity at the player position areas and baselines. Care should always be taken when dragging near the grass edges to avoid moving any loose soil into the grass thus contributing to the lip problem. For best results on the skin area, dragging with a level drag should be in circles with a minimum turning radius of the equipment used to pull the drag. A medium turning radius at a slow speed prevents the tires on the equipment from digging into the Hilltopper mound clay base. Keeping the turning radius the same and overlapping the drag width half way from the previous drag pass will help ensure a more uniform and level surface.

c. Grooming drag: puts the finishing touches on the leveling process by eliminating any ridges created by the scarifying and leveling drags. It also helps establish a more uniform distribution of the conditioner or top dressing material.

**Edges**: The infield/outfield edges require daily maintenance. Lightly raking or sweeping away any loose infield material in the grass on a daily basis will greatly reduce lip buildup. Periodically, the edges will require reestablishment every week by setting up a taught string line stretched from one base cutout to the other. Then, with a power edger, cut along the string line to cut grass stolon's and straighten the edge line. Once the edge has been cut remove any loose grass debris – this may involve the use of a hoe to remove any Bermuda grass that has become anchored on the skin side of the edge. With a re-defined edge add enough infield skin mix necessary to re-level the edge line and compact with a small hand roller. One should be able to stand on the edge line (straddling the grass and skin) without feeling any elevation difference.

Daily Maintenance: Rake/broom level.

Weekly Maintenance: Maintain level grade.

Monthly Maintenance: Re-screen surface, scarify, and add Hilltopper mound clay, level.

Annual Maintenance: Scarify, add Angel Mix as needed, laser level, add Hilltopper mound clay as needed.

**Moisture Management:** The key component to any good infield skin and baseline is proper moisture within the soil profile. Proper moisture can take a poor performing infield and turn it into one of superior performance.

Daily Maintenance: Apply even moisture.

### **Pitcher's Mound / Home Plate Area:**

Daily pitcher's mound and home plate maintenance is required.

Repair holes on the mound and in the batter and catcher boxes utilizing this 5-step process:

Step 1: Using a kitchen broom remove all loose soil from holes – the base of the hole should be firm and hard.

Step 2: Using a pump-up sprayer or a hose with an on/off nozzle set to a trickle wet the base of the hole to the point where the Hilltopper mound clay in the bottom of the hole becomes sticky and slightly slimy – make sure the edges of the hole are wet as well.

Step 3: Add moist Hilltopper mound clay material to the hole.

Step 4: Compact the applied Hilltopper mound clay material with a tamper making sure the compaction is occurring throughout the entire area of the hole. Compact area until it is level with the surrounding surface.

Step 5: Keep Hilltopper mound clay moist for best playability and minimal disruption – apply light amounts of water as needed to prevent Hilltopper mound clay from drying out and cracking. Use of tarps will help retain moisture within the Hilltopper mound clay during hot sunny days.

Key mound repair areas will include the launch area (next to the rubber), the landing area (approximately 5 feet down the slope from the rubber), and the follow-through area (approximately 3 feet to the right and left of the landing area).

Key home plate areas will include the holes in both batters boxes, the catchers box, the start line toward 1st base (typically located just outside the right batter's box and in line with the foul line), and the sliding area into home plate from the 3rd base side.

### **Mound Maintenance**

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Reestablish perch/slope.

Monthly Maintenance: Reestablish circle, reestablish height.

Annual Maintenance: Reestablish circle, height, perch, slope, rotate rubber, and laser level.

### **Batter Boxes**

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Re-level area.

### **Bullpen Maintenance**

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Reestablish perch/slope.

Monthly Maintenance: Reestablish height.

Annual Maintenance: Rotate pitching rubber.

### **Baseline Maintenance**

Daily Maintenance: Drag, level, rake, chalk.

Weekly Maintenance: Power edge, scarify, level.

Monthly Maintenance: Add Angel Mix as needed.

Annual Maintenance: Edge, scarify, laser level.

### **Base Maintenance**

Daily Maintenance: Check anchors/sleeves and rubber.

Weekly Maintenance: Paint white on Fridays with paint diluted 10:1 (water: paint).

Monthly Maintenance: Repair/replace as needed.

Annual Maintenance: Repair/replace as needed.

## **Field Turf Maintenance Guidelines – Salt Lake Park (SEE ATTACHMENT “A”)**

### **Bermuda grass maintenance (Apr-Oct)**

Mowing: Once Bermuda grass comes out of dormancy begin mowing at  $\frac{3}{4}$ ” height to reduce shade from cool-season grasses and allow more heat to the crown of the

Bermuda plant with a reel mower. Mowing frequency should be 1x per week. Clippings can be left if the 1/3 rule is followed. Hybrid Bermuda prefers a mowing height of ½"- ¾".

Fertilization: Apply a complete fertilizer at a rate of 1 lb. of N per 1000 sf every month. In June and July the amount of N shall be increased to 1.5 lbs. per 1000 square feet or an additional application of ½ lb. per 1000 square feet can be applied two weeks following the 1 lb. N application. The ratio of nitrogen (N) to potassium (K) should be close to equal with phosphorous (P) and ¼ that of N and K. Fertilizer selected should include some secondary nutrients (calcium, magnesium, and sulfur) as well. Apply micro nutrients (iron, manganese, zinc, copper and boron) at the label rate in June and July – this can be either in granular form or liquid form if spray equipment is available.

Dethatching: Vertical mow all turf grass areas in June or July at the completion of field activity. Vertical cutting blades should be spaced approximately every ¾" and set to the depth of the soil surface. If equipment has vertical blade spacing greater than 2" then make 2 passes at right angles over entire area. Debris should be removed. Vertical mowing will provide some viable stolon's that can be placed in heavily worn areas for establishment. Aeration: All sports field turf areas should be core aerified every month. Deep-tine aeration is to be performed once a year in the summer when the fields are not in use. Depending on the depth of irrigation pipes aerating to a 12" depth is required. If deep-tine aeration is not an option then core aerating to a minimum of 3" is recommended. Cores must be collected from the field at the conclusion of each work day.

Topdressing: Topdressing should be performed at the same time aeration takes place. Topdressing mix should consist of 90% washed medium sand (.5mm-.25mm) and 10% finely composted organic material. Application rate should be approximately 40 cubic yards per acre.

### **Perennial Ryegrass / Tall Fescue Maintenance (Oct-Apr)**

Mowing: Raise the height of cut to 1" and mow 1x per week. Mowing should be done with a reel type mower. Clippings can be left if the 1/3 rule is followed. Aeration: All sports field turf areas should be core aerified every month. Deep-tine aeration is to be performed once a year in the summer when the fields are not in use. Depending on the depth of irrigation pipes aerating to a 12" depth is required. If deep-tine aeration is not an option then core aerating to a minimum of 3" is recommended. Cores must be collected from the field at the conclusion of each work day.

Topdressing: Topdressing should be performed at the same time aeration takes place. Topdressing mix should consist of 90% washed medium sand (.5mm-.25mm) and 10% finely composted organic material. Application rate should be approximately 40 cubic yards per acre.

### **Perennial Ryegrass / Tall Fescue Maintenance (Oct-Apr)**

Mowing: Raise the height of cut to 1" and mow 1x per week. Mowing should be done with a reel type mower. Clippings can be left if the 1/3 rule is followed.

## **Adherence to All Local, State and Federal Laws and Requirements**

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FEDOSHA, EPA, and the California State Department of Health Services.

### **Key Personnel**

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

The Contractor shall be responsible for, but not limited to, the following:

- 1) Adherence to schedules;
- 2) Maintenance or replacement of cleaning equipment;
- 3) Notifying City of any personnel changes; and
- 4) Training of new personnel.

### **A. Supervisors**

The Contractor shall provide qualified English speaking supervision in all areas of operations. The supervision shall work with City of Huntington Park personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent, and skilled for work under this contract.

The Contractor shall designate in writing to the City's Supervisor, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Sunday 7:30 a.m. through 5:00 p.m. The Contractor's Project Manager

shall be the contract supervisor. Two working supervisors are required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing Contractor personnel each day.

The Contractor shall have two competent working supervisors on the job at all times when custodial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Supervisor, for repeated non-compliance of these requirements or for any or no reason.

Contractor shall meet in conference with the City's Supervisor or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. (Contractor will be responsible for completing weekly inspection reports on all facilities). At a minimum, inspection reports for the previous one month period shall be reviewed by the City's Supervisor or designee and the Contractor's Project Manager at the first meeting of the following month.

### ***B. Personnel***

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Public Works Superintendent immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When, in the opinion of the City, an employee constitutes a security risk, his/her employment on the contract will be denied.

**1. Background Check:** The Contractor's employees who will work in buildings owned by the City of Huntington Park shall be required to be cleared through the City of Huntington Park Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the Contractor. Upon receipt of notice of award from City of Huntington Park, the Contractor must supply personnel information within ten (10) working days.

**2. Health:** All personnel shall be in good health and free of contagious diseases.

The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the buildings. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

**3. Identification and Uniforms:** All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and City. Uniforms will at all times be clean and neat in appearance. Closed-toe and heeled shoes shall be worn for proper

safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave the City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor's employees are in City facilities.

**4. Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work at the sole direction and discretion of the City.

**5. Supervision:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.

**6. Training:** Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.

**7. Nondiscrimination:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

### ***C. Employee List***

The Contractor shall provide to the City an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers licenses, and social security cards. Changes to the list shall be reported, in writing, to the City within one working day. Employees terminated by the Contractor shall be reported the day to the City, unless it is after hours, then the next business morning shall be acceptable.

### ***D. Removal of Staff***

The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the

contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

#### ***E. Backup Staff***

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

#### ***F. Unauthorized Personnel***

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in or on City facilities or premises.

#### ***G. Prohibited Items***

Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

#### ***H. City & Personal Property of City Personnel***

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's Public Works Superintendent within twenty-four (24) hours.

***I. Telephones*** shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '911') and notification to the Huntington Park Police Department of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

#### ***J. Hours of Work***

The Contractor shall provide no less than the minimum number of estimated hours per evening as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

### **K. Care of Facilities**

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor or lead custodian. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the City's Communication Center by dialing 911 and shall then call or Public Works Superintendent, or his designee, immediately. Contractor shall report all required non-emergency repairs by contacting the Public Works Superintendent, or his designee.

**1. Security:** Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Public Works Superintendent or his/her designee.

All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the Contractor will be furnished by the City to designated Contractor employees and shall be returned to the City on demand. Electronic security systems (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the Contractor is in the space.

The Contractor is not to block open occupant or exterior doors for any reason. The Contractor is not to assist entry of anyone except Contractor, employees, or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

**2. Keys:** The Contractor may be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the Contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.

**3. Alarm System:** Where applicable, the Contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should the Contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

**4. Damages:** The Contractor will be responsible for all damages to the facility or contents caused by the Contractor or their staff during the performance of their duties.

**5. Protection & Restoration:** The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

**6. Removal of items:** The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Huntington Park in writing.



# CITY OF HUNTINGTON PARK

City Clerk's Office  
City Council Agenda Report

October 6, 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:

## **DISCUSSION AND/OR ACTION OF ACTION MINUTES vs. SUMMARY MINUTES**

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

1. Review a report on minutes formats for City Council and advisory board meetings;
2. Direct staff to prepare an ordinance, authorizing Action Minutes to be the format used for the official record of the proceedings of City Council and advisory board meetings; and
3. Schedule first reading and introduction of said ordinance for the October 20, 2015, City Council Meeting.

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

Minutes are prepared for all City Council<sup>1</sup> and City advisory board meetings. Minutes are the official record of a meeting and reflect the type of meeting, when and where a meeting was held, beginning and ending times, officials present and absent, issues that were discussed, what action was taken, and how members voted.

The current format of preparing City Council minutes is to provide a summary of all City Council discussions and public hearing testimony. Often this can result in considerable time and expense to the City. Presently the City Clerk spends approximately 10 to 15 hours for each set of minutes. This includes attending the meeting and transcribing the minutes afterwards.

---

<sup>1</sup> The City Council also sits as the Successor Agency to the Community Development Commission and Huntington Park Public Financing Authority. Records for these entities will be prepared and managed in the same way as records for the City Council.

## **DISCUSSION AND/OR ACTION OF ACTION MINUTES vs. SUMMARY MINUTES**

October 6, 2015

Page 2 of 2

After reviewing City records and Municipal Code, staff was unable to locate any reference to keeping minutes or a record of the City Council meeting or preferred format for the minutes.

Due to the importance of minutes and the amount of time dedicated to their preparation, staff recommends that the City Council consider action minutes versus summary minutes and whether standardization of the minutes is appropriate.

There are three basic types of minutes formats – action, summary, and verbatim:

- Action minutes reflect the action taken, including the maker and second of motions and the vote on each motion. The content of presentations and discussions are not included in action minutes.
- Summary minutes include the information in action minutes plus a summary of points discussed and individuals' comments. The amount of comments included and the concentration of the summary varies from body to body.
- Verbatim minutes are defined as "word by word."

An action format for City Council minutes would provide a clear and concise statement of the actions of the City Council. This would, at the same time, reduce considerably the amount of time required to produce and transcribe official minutes. Video recorded City Council meetings would still be available to the public for a minimum of 4 years.

### **FISCAL IMPACT**

None. Potential savings due to more streamlined process for recording and publishing Council Meeting minutes.

### **CONCLUSION**

Upon approval by City Council, City Clerk will prepare the ordinance for first reading and introduction authorizing Action Minutes to be the format used for the official record of the proceedings of City Council and advisory board meetings.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Donna G. Schwartz  
City Clerk



# CITY OF HUNTINGTON PARK

City Clerk's Office  
City Council Agenda Report

October 6, 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 CIVIL SERVICE, HISTORIC AND YOUTH COMMISSIONS**

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

1. Make appointments to the Civil Service, Historic and Youth Commissions consistent with the newly adopted provisions set forth in Resolution No. 2015-19.

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

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

Individuals appointed to the Civil Service, Historic and Youth Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

### **FISCAL IMPACT**

Compensation for the Civil Service Commission is \$100 a month per Commissioner (5) for an annual amount of \$6,000. \$6,000 has been budgeted for Fiscal Year (FY) 2015-2016 to account 111-0126-413.19-05.

Compensation for the Historic Commission is \$75 a month per Commissioner (5) for an annual amount of \$4,500. \$4,500 has been budgeted for Fiscal Year (FY) 2015-2016 to account 111-0122-413.19-05.

### **CONCLUSION**

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

**COUNCIL APPOINTMENTS TO CIVIL SERVICE, HISTORIC AND YOUTH COMMISSIONS**

October 6, 2015

Page 2 of 2

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Donna G. Schwartz, CMC  
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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

  
Karina Macias  
Mayor

ATTEST:

  
Donna G. Schwartz, CMC  
City Clerk

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

City Clerk's Office  
City Council Agenda Report

October 6, 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:

## **DISCUSSION AND/OR ACTION OF ADDITIONAL CITY COMMISSIONS**

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

1. Review and discuss additional city commissions.

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

On September 21, 2015, a member of the City Council directed staff to provide information on establishing additional city commissions.

The general role of a commission is to provide an opportunity for residents to participate in the city's decision-making process on various issues. Each commission would provide recommendations to the City Council in their respective areas, which in this case would be economic development, environment and sustainability, transportation and utilities.

If Council chooses to establish new commissions a resolution and an ordinance would be prepared establishing the new commission and adopting compensation for the new commissions, if council wishes to compensate the commissioners.

With respect to the subjects of the commissions that are currently being proposed, staff finds that economic development falls under the purview of the Planning Commission so that commission would create a redundancy. There is also some overlap with respect to environment and sustainability and the parks and recreation and youth commissions, aside from the fact that the City's authority when it comes to the environment and sustainability issues is preempted by state law. Staff was unable to identify any cities that currently have utilities commissions or commissions on transportation for cities

## **DISCUSSION AND/OR ACTION OF ADDITIONAL CITY COMMISSIONS**

October 6, 2015

Page 2 of 2

such as Huntington Park, that do not operate their own transit lines. However staff can study further if directed by the council.

### **FISCAL IMPACT**

The City would incur significant costs to operate the commissions, primarily through staff time required for the preparation of agendas and minutes for the meetings of the various commission as well as costs for potential over-time and other supplies.

Compensation for the four (4) additional Commissions would average \$75 a month per Commissioner (5) for an annual amount of \$4,500 each commission for a total of \$18,000. No amounts have been budgeted for Fiscal Year (FY) 2015-2016 which would cause a budget shortfall. An additional appropriation in the amount of \$18,000 would need to be appropriated for FY 2015-2016 to ensure budgetary sufficiency for FY 2015-2016 expenditures.

### **CONCLUSION**

Pending Council direction.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



DONNA G. SCHWARTZ  
City Clerk



**Jhonny Pineda, Council Member**

---

June 18, 2015

Mr. Garrett Damrath  
Caltrans District 7  
Division of Environmental Planning  
100 S. Main St., MS-16  
Los Angeles, CA 90012

**Subject: Comments on the SR 710 North Study – Draft Environmental Impact Report/Environmental Impact Statement (DEIR/DEIS)**

Dear Mr. Damrath:

I am writing to express my strongest support for the Freeway Tunnel Alternative instead of any of the other options studied in the DEIR/DEIS. The Freeway Tunnel Alternative best meets the Purpose and Need identified in the DEIR/DEIS. Please note that this letter of support is being submitted by me individually as a member of the Huntington Park City Council and not on behalf of the City. The City of Huntington Park and the City Council have not taken a formal position on this issue at this time.

Below is the stated Purpose and Need followed by why I know the Freeway Tunnel Alternative is the best alternative:

**Purpose and Need: “Improve efficiency of the existing regional freeway and transit networks”.** The Freeway Tunnel Alternative will:

- Complete the missing link in our regional freeway system;
- Improve travel speeds and throughput on our freeways; and
- Increase transit ridership, with almost the same mode split as light rail (4.2% vs. 4.3%) in 2035, while also addressing congestion reduction goals

**Purpose and Need: “Reduce congestion on local arterials adversely affected due to accommodating regional traffic volumes”.** The Freeway Tunnel Alternative will:

- Reduce cut-through traffic in some cities by up to 47%; in contrast the Light Rail Transit Alternative will increase cut-through traffic by 2%; and
- Do the most to reduce traffic congestion, including getting 46,000 cars off local streets compared to doing nothing (No Build Alternative).

Mr. Garrett Damrath  
April 6, 2015  
Page 2

- Purpose and Need: **“Minimize environmental impacts related to mobile sources.”**  
The Freeway Tunnel Alternative will:
- Produce comparable – and in some cases better (e.g. reaction organic gases) – air quality benefits compared to the Light Rail Transit Alternative

• Reduce mobile source air toxics (MSAT) emissions for all seven criteria pollutants  
In addition, the Freeway Tunnel Alternative is consistent with the local voter mandate and regionally adopted transportation plans calling for a freeway tunnel to complete our regional freeway system:

- **Measure R (2008)** – Voters approved on November 4, 2008 by 67.93% the following project in the ordinance: “Interstate 710 North Gap Closure (tunnel)” in the “Highway Capital Projects” category, Attachment A; there was no ambiguity about what the voters were told or what they voted to support: a freeway tunnel
- **Long Range Transportation Plan (2009)** – The Metro Board of Directors adopted the LRTP that contained the following project: “SR-710 North Extension (tunnel)” in the “Recommended Plan” (i.e. funded projects) in “Freeway Improvements and Gap Closures” category
- **Regional Transportation Plan (2012)** – The Southern California Association of Governments Regional Council adopted the RTP that contained the following project: “SR-710 North Extension (tunnel) (alignment TBD)” under the “Major Highway Completion Projects” section

Caltrans and the Los Angeles County Metropolitan Transportation Authority (Metro) should adopt the Freeway Tunnel Alternative as the Locally Preferred Alternative now. Then the Final Environmental Impact Report/Environmental Impact Statement (FEIR/FEIS) should be finished as quickly as possible and a funding plan developed so that construction can begin as soon as possible. This is what was promised to voters of Los Angeles County and the San Gabriel Valley and the Freeway Tunnel Alternative clearly best meets the Purpose and Need in the DEIR/DEIS and produces the best benefits for our community.

Sincerely,



Jhonny Pineda  
City Council Member

cc: Metro Board of Directors  
Stephanie Wiggins, Interim CEO, Metro



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- ✓ Measure R (2008) – Voters approved on November 4, 2008 by 67.93% the following project in the ordinance: “Interstate 710 North Gap Closure (tunnel)” in the “Highway Capital Projects” category, there was no ambiguity about what the voters were told or what they voted to support: a freeway tunnel;
- ✓ Long Range Transportation Plan (2009) – The Metro Board of Director adopted the LRTP that contained the following project: “SR-710 North Extension (tunnel)” in the “Recommended Plan” (i.e. funded projects) in “Freeway Improvements and Gap Closures” category;
- ✓ Regional Transportation Plan (2012) – The Southern California Association of Governments Regional Council adopted the RTP that contained the following project: “SR-710 North Extension (tunnel) (alignment TBD)” under the “Major Highway Completion Projects” section.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY:**

**SECTION 1.** Supports the completion of the 710 Freeway Tunnel Alternative.

**SECTION 2.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED THIS 6<sup>th</sup> day of October, 2015.**

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

ATTEST:

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



# CITY OF HUNTINGTON PARK

Parks and Recreation Department  
City Council Agenda Report

October 6, 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 EXPENDITURE FOR HOLIDAY DECORATIONS ON PACIFIC BOULEVARD**

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

1. Authorize the use of Art in Public Places funds budgeted in FY 2015/16;
2. Authorize Parks and Recreation to sole source the installation and waive the formal bidding requirements of issuing this Purchase Order in compliance with Huntington Park Municipal Code, section 2-2.12(i), for the removal, cleaning and storage of Holiday Decoration on Pacific Boulevard from Dekra-Lite using account #232-6010-419.73-10 in the amount \$17,535.00; and
3. Authorize staff to request a Purchase Order for Dekra-Lite in the Amount of \$17,535.00.

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

At the regularly scheduled council meeting of November 3, 2014 council approved the purchase of Holiday Decorations from Dekra-Lite for Pacific Boulevard. Staff purchased 15 over the street decorations of garland and bows and 18 Candy Cane Pole Mounts with a garland wrap. The purchase of the decoration in 2014 also included the installation, removal, cleaning and storage of newly city owned holiday decorations.

During the budget process of FY 2015/16 the Parks and Recreation budgeted monies in the Art in Public Places Account to pay for the installation, removal and cleaning of the City owned Holiday Decorations.

In determining the installation for the upcoming Holiday Season other vendors were considered. However it has been noted that the vendor used to make the original

APPROVAL OF EXPENDITURE FOR HOLIDAY DECORATIONS ON PACIFIC  
BOULEVARD

October 6, 2015

Page 2 of 2

purchase are also the manufacturer of the decorations. They also provide cleaning and storage of the equipment. The other vendors contacted are not able to provide the same level of service. The selected vendor has a unique set of background and experience in addressing the City's need. Additionally, a benefit that only Dekra-Lite can offer since they are the manufacturer of the decorations is upon install or removal if there is damage they are able to provide a replacement product immediately. The other vendors are not able to provide this benefit.

In consultation with the City Attorney both Departments have confirmed that based on the unique skills and direct benefits to the City, Dekra-Lite is recommended as a sole source vendor and if this item is approved with a majority vote of the City Council, the formal bidding requirements will be waived pursuant to the Huntington Park Municipal Code, section 2-2.12(i).

**FISCAL IMPACT/FINANCING**

Expense is part of adopted budget for FY 2015-2016. No additional appropriation is needed at this time.

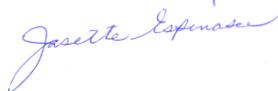
**CONCLUSION**

Upon Council approval, staff will request a Purchase Order in the amount of \$17,535.00 and work with Dekra- Lite to install, remove and clean the 2015 Holiday Decorations.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Josette Espinosa  
Director of Parks and Recreation

**ATTACHMENTS**

A: Dekra-Lite Proposal



3102 W. ALTON AVE.  
 SANTA ANA, CA 92704  
 Phone: (714) 436-0705  
 Fax: (714) 436-0612

# Proposal

**PRP059430**



**TO**

City of Huntington Park  
 Attn: Josette Espinosa  
 3401 E. Florence  
 Huntington Park, CA 90255  
 USA  
 Phone: (323) 584-6216 Fax:

**Customer P.O. Number**

Quote Date 2/5/15  
 Ship Date 11/1/15  
 Account Rep George Livermore  
 Ship Via INSTALL  
 F.O.B. Santa Ana  
 Payment Terms 50/50  
 Sales Tax Code LOS ANGELES  
 Customer ID: HUN022

**SHIP TO**

Josette Espinosa  
 Attn: Josette Espinosa  
 3401 E Florence  
 Huntington Park, CA 90255  
 USA

Line	Product ID	Description	UOM	Qty	Unit Price	Tax	Extended
1	LABORIRS	Labor Installation removal & storage services <i>(10) Candy Cane Pole Mounts and Red Garland Pole Wrap</i>	Each	10	\$145.00	N	\$1,450.00
2	LABORIRS	Labor Installation removal & storage services <i>(15) 40' Classic Bow Skyline with 24" and 18" Red Structural Bows</i>	Each	15	\$995.00	N	\$14,925.00
3	LABORIRS	Labor Installation removal & storage services <i>(8) Candy Cane Pole Mounts with Holly and Red Garland Pole Wrap</i>	Each	8	\$145.00	N	\$1,160.00

**Terms & Payment Notes**

Install Date: Nov. 1-25, 2015  
 Removal Date: Jan. 5-19, 2016

<b>Sub-Total</b>	\$17,535.00
<b>Misc. Fees</b>	0.00
<b>Freight</b>	0.00
<b>Discount</b>	0.00
<b>Tax</b>	\$0.00
<b>Total</b>	<b>\$17,535.00</b>

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_

## Dekra-Lite Terms and Conditions

**Warranty:** We warranty to the original buyer that all of our displays and accessories will be free from manufacturer's defects. Under normal conditions of use and service, this protection is extended for six (6) seasons on all steel frames, five (5) seasons on garland, three (3) seasons on electrical wiring, and one (1) season on all computerized lighting modules. This warranty does not apply to light bulbs or light strands. Pole Mount displays are designed to withstand up to 40 mph winds with no ice load. Obligation under this warranty is limited to repairing or replacing any part that is found to be defective.

LED Light strands have a warranty for three (3) 60 day seasons or 25,000 hours, whichever comes first. Simply ship the product to us and we will replace the LED Light strand free of charge.

Frame Trees are covered by a ten (10) year warranty against defect under normal conditions and use.

All items not specifically listed are covered by a one (1) season (60 day) warranty.

Under this warranty, the company's obligation to repair or replace is on a non pro-rated basis.

Labor to install and the cost of shipping are not included in this warranty and are expressly in lieu of all other warranties expressed or implied. Bulb burnouts or electrical damage caused by the buyer or weather elements, or damage caused by rough handling in transit are not covered by this warranty. Therefore, units should be inspected and tested for bulb outage upon delivery and prior to installation. All merchandise is carefully inspected before packing and is packed in an approved manner in approved cartons when it leaves the warehouse.

For the purposes of this warranty 1season is defined as one installation and removal for a duration lasting no more than 60 days.

**Return Policy:** Any returned products under the following conditions will result in a 20% restocking fee and the customer will incur the freight charges: Customer ordered incorrect product. Never opened or used product for its intended purpose. No merchandise returns will be accepted without prior written authorization. Return requests will be accepted for credit if submitted and approved within 30 days of receipt of product.

**Acceptance of Merchandise:** All claims of merchandise delayed, lost or damaged in transit are the responsibility of the consignee/customer. When accepting shipment, claims of any missing cartons or visible damage must be noted on delivery driver's bill of lading or the receipt of delivery. All claims must be filed with the delivering carrier. Failure to properly file claims may result in refusal of the claim by the carrier.

**General Terms:** The parties agree to the following additional terms of this contract

This contract is governed by California law and is the entire contract between the parties, superseding all prior conversations and writings between the parties. In the event of a dispute arising out of this Contract, the parties shall arbitrate in Orange County before a single arbitrator selected through J.A.M.S./ENDISPUTE. Any judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs.

A deposit of 50% plus any applicable sales tax is due upon execution of any contract with installation services, custom or special product. The balance is due on the installation date or upon shipping unless specified in payment terms on the proposal/order.

Cancellation and reductions are subject to a 20% restocking fee. Any amount not paid when due, is subject to a late charge of 1.5% per month (18% per annum). All payments are due according to the terms of each individual proposal/order.

**Installation:** All requested changes to the described work on the proposal/order will be subject to additional charges.

Installation dates are approximate and generally scheduled as a date range. All installation or ship dates specified are subject to change due to inclement weather, acts of God or unforeseen circumstances beyond our control. Changes may occur for reasons including but not limited to, weather conditions, property accessibility, early project completion, or acts of God.

**Electrical Requirements:** Owner is responsible for providing and maintaining adequate and functional electrical outlets adjacent to the proposed locations for lit decorations, tree lights and building lights. GFI receptacles can, will, and should interrupt power to décor or lighting in the presence of water or heavy moisture sometimes caused by rain, fog, dew, and sprinklers. Wet décor, lighting, outlets and surrounding areas may take several hours after exposure, and in some cases days, to completely dry before receptacles can be reset and power restored. Dekra-Lite is not responsible for outlets that will not reset due to the presence of moisture.

Lighting or décor outages must be reported to our operations department. Dekra-Lite is not responsible for unreported outages that we have never been made aware of.

Dekra-Lite is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God. This includes leased product. The owner accepts all responsibility while the décor is installed on their property. Dekra-Lite will make efforts when possible to replace such product for an additional charge.

**Storage:** Storage charges and dates begin upon removal of décor each year and end November 1st annually. Items not installed must be picked up or have a storage fee paid prior to November 1st of the current year. Unpaid storage or unclaimed items may be discarded without further notice.

**Insurance:** Our standard liability coverage limits are \$2,000,000.00 General Aggregate; 2,000,000.00 Products-Comp/Op Agg.; \$1,000,000.00 Personal & Adv. Injury; \$1,000,000.00 Each Occurrence; \$1,000,000.00 Automobile Liability; \$1,000,000.00 Workers' Compensation. Our excess liability coverage limits are \$2,000,000.00 General Aggregate; \$2,000,000.00 Products-Comp/Op Agg.; \$2,000,000.00 Each Occurrence. Other insurance requirements including special language, endorsements or additional coverage may be able to be obtained at the expense of the customer.