

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting

### Agenda

**Tuesday, June 18, 2019**

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

**Karina Macias**  
Mayor

**Manuel “Manny” Avila**  
Vice Mayor



**Graciela Ortiz**  
Council Member

**Marilyn Sanabria**  
Council Member

**Jhonny Pineda**  
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 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 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.**

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 Manuel "Manny" Avila  
Council Member Graciela Ortiz  
Council Member Jhonny Pineda  
Council Member Marilyn Sanabria

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS**

Proclamation Proclaiming "June 2019" as "LGBTQ Pride Month"

"Certificate of Appreciation," Presented to Juan Castillo, Representative of Latino Equality Alliance, for His Work in the Community

Presentation on the City of Huntington Park's New K5 Autonomous Data Machine aka HP RoboCop

## **PUBLIC COMMENT**

*Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda 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.*

## **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 Matter
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Government Code Section 54956.9(1)(d)

Name of case: Prado, Case No. WCAB No. 14-120475

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 Minute(s) of the following City Council Meeting(s):**

1-1. Regular City Council Meeting held June 4, 2019.

### FINANCE

**2. Approve Accounts Payable and Payroll Warrant(s) dated June 18, 2019.**

### CITY ATTORNEY

**3. Ordinance Amending Sections 4-7.1401, "Prohibited," Article 14 "Stopping, Standing, and Parking," of Chapter 7 "Traffic," Title 4 "Public Safety," of the City of Huntington Park's Municipal Code Relating to Obstruction of Driveways**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive second reading, and adopt Ordinance No. 2019-975, Amending Sections 4-7.1401, "Prohibited," Article 14 "Stopping, Standing, and Parking," of Chapter 7 "Traffic," Title 4 "Public Safety," of the City of Huntington Park's Municipal Code Relating to Obstruction of Driveways.

**4. Ordinance Amending Sections 5-33.01, "Definitions" and 5-33.03, "Loud or Disruptive Parties or Assemblages," Chapter 33 "Parties or Assemblages," Title 5 "Public Welfare, Morals and Conduct," of the City of Huntington Park's Municipal Code Related Noise**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive second reading and adopt Ordinance No. 2019-976, amending Sections 5-33.01 and 5-33.03 in Chapter 33 at Title 5 of the Huntington Park Municipal Code relating to noise.

## END OF CONSENT CALENDAR

## REGULAR AGENDA

### **CITY MANAGER**

#### **5. Consideration and Approval to Renew Employment Agreement with Chief of Police**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve renewal of employment agreement with Chief of Police Cosme Lozano; and
2. Authorize City Manager to execute agreement.

### **FINANCE**

#### **6. Consideration and Approval of Resolutions Adopting the City of Huntington Park's Fiscal Year 2019-20 Operating and Capital Improvement Program (CIP) Budget and Other Related Actions and Establishing the Appropriation Limit for the Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-13, Adopting a Budget for the Fiscal Year Commencing July 1, 2019 and ending June 30, 2020, Making Appropriations for the Conduct of City of Huntington Park Government, Establishing Policies for the Administration of the Adopted Budget, and for other Budget Related Purposes; and
2. Adopt Resolution No. 2019-14, Establishing the Appropriation Limit Pursuant to the Provision of the California Constitution Article XIII B for the Fiscal Year Beginning July 1, 2019 and ending June 30, 2020.

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

#### **7. Consideration and Approval of First Amendment to Contract Services Agreement for Media Technician Services**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to contract services agreement with Mr. Joel Gordillo for media technician services extending term for another three (3) years. Upon conclusion of the term, this agreement to come back to Council for review and approval; and
2. Authorize City Manager to execute agreement.

## **REGULAR AGENDA (CONTINUED)**

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

#### **8. Consideration and Approval to Award a Professional Services Agreement (PSA) for Spanish Translation Services for City Council Meetings**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Professional Services Agreement with STC Interpreting & Translation for Spanish Translation Services for regular city council meetings, special city council meetings and other meetings for an initial period of two (2) years at an amount not to exceed \$30,000. Upon conclusion of the term, this agreement to come back to Council for review and approval; and
2. Authorize City Manager to execute agreement.

### **PUBLIC WORKS**

#### **9. Consideration and Approval of a Budget Appropriation for Repairs of the Mainline Sewer on Zoe Avenue Between Alameda Street and Albany Street**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an appropriation in the amount of \$131,250 from Account No. 283-8040-432.43-20 to pay Tunnelworks Services Inc. to line the mainline sewer using Cured in Place Pipe;
2. Approve an appropriation in the amount \$50,000 from Account No. 111-8020-432.76-03 to repair the section of the mainline sewer that has an electrical conduit going thru the 8-inch mainline sewer pipe;
3. Authorize City staff to take pictures and document the labor hours, equipment and material used to repair the junction of the mainline sewer and the electrical conduit for cost recovery purposes; and
4. Authorize City Manager to approve Tunnelworks Services Inc.'s purchase order and the purchase order for the repairs to the mainline sewer and conduit repairs and for the Finance Department to execute all necessary documents to make the necessary payments to the contractors involved in the repairs to the mainline sewer.

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Graciela Ortiz**

**Council Member Jhonny Pineda**

**Council Member Marilyn Sanabria**

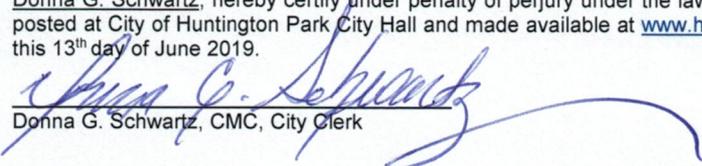
**Vice Mayor Manuel “Manny” Avila**

**Mayor Karina Macias**

**ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, July 2, 2019 at 6:00 P.M.

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) not less than 24 hours prior to the meeting. Dated this 13<sup>th</sup> day of June 2019.

  
Donna G. Schwartz, CMC, City Clerk

## MINUTES

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, June 4, 2019

Sergeant at Arms read the Rules of Decorum before the start.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:01 p.m. on Tuesday, June 4, 2019, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

PRESENT: Council Member(s): Graciela Ortiz, Jhonny Pineda (ARRIVED at 6:45 p.m.), Marilyn Sanabria, Vice Mayor Manuel "Manny" Avila and Mayor Karina Macias.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Noel Tapia, Assistant City Attorney; Daniel Hernandez, Director of Public Works; Cynthia Norzagaray, Director of Parks and Recreation; Sergio Infanzon, Director of Community Development; Nita McKay, Director of Finance & Administrative Services and Donna G. Schwartz, City Clerk.

### INVOCATION

The invocation was led by Mayor Macias.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Aylene Negrete, Huntington Park High School.

### PRESENTATIONS

Council presented a "Certificate of Appreciation," to Aylene Negrete for leading the Pledge of Allegiance.

Council presented "Certificates of Recognition," to the Salutatorians and Valedictorians of Huntington Park High School.

Mayor announced this would be moved to the June 18<sup>th</sup> City Council Meeting - Proclamation Proclaiming "June 2019" as "LGBTQ Pride Month."

Council presented a proclamation proclaiming the "Month of May 2019" as "National Mental Health Awareness Month."

Council presented a "Certificate of Recognition," to Aylene Negrete, Finalist, of the 26<sup>th</sup> Annual Congresswoman Lucille Roybal-Allard Student Art Competition.

Mayor announced this would be moved to the June 18<sup>th</sup> City Council Meeting "Certificate of Appreciation," Presented to Juan Castillo, Representative of Latino Equality Alliance, for His Work in the Community.

At 6:28 p.m. Mayor Macias called for a **RECESS**. At 6:49 p.m. Mayor Macias **RECONVENED** the meeting with all Council Members Present.

### PUBLIC COMMENT

1. Sonia Gallardo, spoke in opposition to the proposed one way designs on Strafford Avenue and Templeton Street in Huntington Park.
2. Connie Perez representing Women's Club Relay for Life team, spoke in support of the Women's Club, commented on those with cancer and wants people to know they are not alone.
3. Nelly Perez, Relay for Life team captain, spoke in support of the American Cancer Society's Relay for Life event.

4. Evelia Castillo-Rodriguez, Southeast Cities Relay for Life, voiced disappointment with not being able to secure the June 22 date wanted for the Relay for Life event, and the need to choose August 3<sup>rd</sup> as the new date.
5. Kailey Cuillinsky, American Cancer Society staff partner, spoke in support of Relay for Life events.
6. Ivonne Correa, voiced disappointment of not being able to secure June 22 for the Southeast Cities Relay for Life event.
7. Christina Velasquez, voiced concern with not being able to take her kids to the parks in Huntington Park, but instead having to take them to a different City because dog owners are not picking up after their dogs and in opposition to the proposed parking and one way designs on Strafford Avenue and Templeton Street.

## **STAFF RESPONSE**

Mayor Macias asked staff to respond to the proposed one-way design. City Manager stated studies have showed that it improves parking and reduces vehicle collisions.

Mayor Macias asked staff to respond to the comments made regarding the relay for life event. City Manager Ricardo Reyes stated that there is a process to having an event, the city supports this event and has not received an application for Relay for Life to have their event. Mr. Reyes offered to meet in order to clarify some of the processes.

Director of Parks and Recreation Cynthia Norzagaray responded to the comments made regarding disappointments and date change of the relay for life event, stating there are discrepancies left out from some of the comments. Ms. Norzagaray informed Council that the Parks and Recreation Department has not received any applications since sending them out March 28<sup>th</sup> and May 29<sup>th</sup> and that Parks and Recreation has made attempts to offer alternative spaces available. What was received was an application to have a T-Ball Championship on June 22 but that the City is still willing to work with Southeast Cities Relay for Life but has not received an application yet.

City Manager Ricardo Reyes stated June 22 is reserved but that the City will work with Southeast Cities Relay for Life to find other options and dates.

Council Member Ortiz stated she has received several phone calls regarding regular agenda item 5 stating the City needs an assessment of all departments not just Police, mistakes have been made and they need to stop, previous council members put our city in a financial crisis and we need to put our city back on track financially. Ms. Ortiz stated she will never support bringing in Sheriffs and will always support having a Police Department in Huntington Park.

Council Member Pineda stated City should be mindful of these relay for life events taking place in June. Employees should reply within 24 hours. Suggested those submitting applications to cc a Council Member. Noted August 3<sup>rd</sup> seems to work for everyone and asked Southeast Cities to submit the application and personally supports the event.

Council Member Sanabria clarified the submittal of an application and pointed out the application received shows it was signed today. Stated the City wants to be fair to everyone.

Vice Mayor Avila suggested a meeting with City Manager and Director of Parks and Recreation and someone with South Cities to clarify the process.

Mayor Macias thanked everyone who came to speak, apologized to Ms. Rodrigues for not returning her call due to a personal emergency, reiterated the process, noted other events are as important and ask that we all work together to figure out a solution.

## **CLOSED SESSION**

At 7:18 p.m. Assistant City Attorney Noel Tapia, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
California Charter Schools Association v. City of Huntington Park
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9 (d)(1)  
Case name: MKay v. City of Huntington Park, et al.

At 8:04 p.m. Mayor Macias reconvened to open session with all Council Members present

## **CLOSED SESSION ANNOUNCEMENT**

Assistant City Attorney Noel Tapia announced all Council Members were present and briefed on closed session items 1 and 2. 1.) staff presented the case, Council gave direction, no action taken, nothing to report. 2.) staff presented the case, Council gave direction, no action taken, nothing to report.

## **CONSENT CALENDAR**

**Motion:** Council Member Sanabria moved to approve consent calendar, seconded by Vice Mayor Avila. Motion passed 5-0, by the following vote:

ROLL CALL:

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

## **OFFICE OF THE CITY CLERK**

1. Approved Minute(s) of the following City Council Meeting(s):
  - 1-1. Special City Council Meeting held May 28, 2019.

## **FINANCE**

2. Approved Accounts Payable and Payroll Warrant(s) dated June 4, 2019.

## **COMMUNITY DEVELOPMENT**

3. Adopted Ordinance No. 2019-974, amending Title 4, "Public Safety," Chapter 8 "Fireworks," Sections 4-8.03, 4-8.04 and 4-8.06 through 4-8.08 of the Huntington Park Municipal Code to update the application process and procedures for issuance of permits for firework sales.

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

## **CITY ATTORNEY**

4. **Consideration and Approval of an Ordinance Amending Sections 5-33.01, "Definitions" and 5-33.03, "Loud or Disruptive Parties or Assemblages," Chapter 33 "Parties or Assemblages," Title 5 "Public Welfare, Morals and Conduct," of the City of Huntington Park's Municipal Code Related Noise**

Assistant City Attorney Noel Tapia presented the staff report.

**Motion:** Council Member Sanabria moved to waive first reading and introduce Ordinance No. 2019-976, amending Sections 5-33.01 and 5-33.03 in Chapter 33 at Title 5 of the Huntington Park Municipal Code relating to noise and schedule the second reading and adoption of said ordinance to the next regular city council meeting, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

## CITY MANAGER

### 5. Consideration and Approval for a Comprehensive Analysis of Police Services and Authorization of the City Manager to Execute the Professional Services Agreement (PSA)

City Manager Ricardo Reyes presented the staff report and added that the analysis is not only for police but for all departments.

Discussion followed by Council addressing concerns by the police department but Council reassured the analysis is to find better ways to be efficient and financially fiscal, suggested that finance be the second department to have the analysis. Council recommended upper management have better communication with all the department heads and requested a timeline of when each department would be having the analysis.

**Motion:** Mayor Macias moved to approve Comprehensive Analysis of Police Services; and authorize City Manager to negotiate final fee and execute agreement, seconded by Council Member Sanabria. Motion passed 4-1, by the following vote:

ROLL CALL:

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

### 6. Consideration and Approval for Appointment for the Position of Assistant City Manager

City Manager Ricardo Reyes presented the staff report and recommended appointment of Raul Alvarez.

**Motion:** Council Member Sanabria moved to approve the Appointment of **Raul Alvarez** for the position of Assistant City Manager, authorize City Manager to negotiate final term and execute the Employment Agreement subject to and conditioned upon the successful completion of a medical evaluation and background check, seconded by Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

## PARKS AND RECREATION

### 7. Consideration and Approval for Use of Salt Lake Park for the 2019 Telemundo Sports Experience Event and Approval of Agreement with Estrella Communications, Inc. to Produce Event

City Manager Ricardo Reyes announced the item and introduced Director of Parks and Recreation Cynthia Norzagaray who presented the staff report.

**Motion:** Council Member Sanabria moved to approve the Special Event Application for use of Salt Lake Park for the 2019 Telemundo Sports Experience event, approve agreement with Estrella Communications, Inc. to produce the 2019 Telemundo Sports Experience event at Salt Lake Park and authorize City Manager to execute agreement, seconded by Council Member Ortiz. Motioned passed 5-0, by the following vote:

ROLL CALL:

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

**8. Consideration and Approval of Activities in Public Places Permit and Fee Waiver Request by Sathya Sai International for 2019 Medical Camp**

City Manager Ricardo Reyes announced the item and introduced Director of Parks and Recreation Cynthia Norzagaray who presented the staff report and requested in addition to the recommendations, kitchen fees of \$600 be waived.

**Motion:** Council Member Ortiz moved to waive the kitchen fees of \$600, approve the Activities in Public Places Permit for Sathya Sai International to provide a free Medical Event & Health Screenings for the 2019 Medical Camp, approve Parks and Recreation Commission recommendation on the fee waiver and waive pending fees recommended by the Parks and Recreation Director, seconded by Council Member Sanabria. Motioned passed 5-0, by the following vote:

ROLL CALL:

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

Council Member Ortiz announced that the medical camp is in need of Optometrist and asked for volunteers.

Council Member Pineda requested staff to put information about the medical camp on the reader boards.

**PUBLIC WORKS**

**9. Consideration and Approval of First Amendment to Contract Services Agreement (CSA) for Additional Fire Alarm Services**

City Manager Ricardo Reyes announced the item and introduced Director of Public Works Daniel Hernandez who presented the staff report.

**Motion:** Council Member Pineda moved to approve First Amendment to agreement with Valley Alarm for an expansion of existing services to provide one additional site for a security system at the After School Program Building and authorize City Manager to execute the agreement, seconded by Vice Mayor Avila. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**END OF REGULAR AGENDA**

## PUBLIC HEARING

### **CITY MANAGER**

#### **10. Consideration and Approval to Adopt the City of Huntington Park's Fiscal Year 2019-2020 Annual Action Plan**

Mayor Macias opened the item up for public comment, there being none, closed public comment.

Renea Ferrell, Klimt Consulting, consultant for the City, presented the staff report.

**Motion:** Council Member Sanabria moved to adopt the Fiscal Year 2019-2020 Annual Action Plan, authorize City Manager to prorate allocations to projects and programs with FY 2019-2020 CDBG and HOME entitlement allocations, authorize Acting City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD) and amend the Fiscal Year 2019-2020 Budget in accordance with the approved Fiscal Year 2019-2020 Annual Action Plan, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

#### ROLL CALL:

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

NOES: Council Member(s): None

#### DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

#### COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz, congratulated all the classes of "2019," wished all the fathers a Happy Father's Day and wished all a good night.

Council Member Jhonny Pineda, thanked staff for all their support, congratulated the new Assistant City Manager Raul Alvarez, acknowledged a former commissioner in the audience, and wished all a good night.

Council Member Marilyn Sanabria, thanked all who attended tonight's meeting, announced the Food Pantry event was a success and thanked staff and everyone who participated and wished all a good night.

Vice Mayor Manuel "Manny" Avila, announced the 2019 Telemundo Sports Experience event on Saturday, June 8, 2019 at Salt Lake Park.

Mayor Karina Macias, thanked staff for all their support, welcomed the new Assistant City Manager Raul Alvarez, wished all the fathers a Happy Father's Day and wished all a good night.

#### ADJOURNMENT

At 9:05 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, June 18, 2019 at 6:00 P.M.

Respectfully submitted

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Donna G. Schwartz, CMC  
City Clerk

## City of Huntington Park List of Funds

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
6-18-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	307503-00	535-8016-431.61-45	LIGHT POST CAPACITORS	495.31
				<b>\$495.31</b>
ABBA TERMITE & PEST CONTROL	38993	111-7065-441.61-20	BEE REMOVAL SRVCS 5/14/19	195.00
				<b>\$195.00</b>
ADVANCE RADIATOR & AIR CONDITIONING	32484	741-8060-431.43-20	FORKLIFT RADIATOR REPAIR	98.00
				<b>\$98.00</b>
AGAPE PAINTING & MAINTENANCE	52019	111-6010-451.73-10	P&R CLUB ROOM PAINTING	780.00
				<b>\$780.00</b>
ALFRED MARTINEZ	4/29-5/1/2019	111-7010-421.59-20	MILEAGE REIMBURSEMENT	60.20
	4/29-5/1/2019	111-7010-421.59-20	PER DIEM REIMBURSEMENT	51.00
				<b>\$111.20</b>
ALL CITY MANAGEMENT SERVICES	61517	111-7022-421.56-41	CROSSING GUARD 4/21-5/4/19	6,676.81
	61766	111-7022-421.56-41	CROSSING GUARD 5/5-5/18/19	6,807.40
				<b>\$13,484.21</b>
AMAZON.COM SERVICES, INC.	14VC-WFJK-FP4X	111-1010-411.61-20	CITY CLERK OFFICE SUPPLY	23.36
	14VC-WFJK-FP4X	111-8080-431.61-20	PW DEPT SUPPLIES	80.64
	16CT-FFQM-D9G1	741-8060-431.74-10	PW COMPUTER SCREEN	12.80
				<b>\$116.80</b>
AMERICAN EXPRESS	10680226	111-0000-143.20-00	ADMIN SKILL PATH WORKSHOP	799.00
	78819632790	111-0210-413.59-15	ICSC MEMBERSHIP ADMIN	50.00
	5262467489369	111-5030-465.59-15	ICSC CM FLIGHT	237.96
	5262467489370	111-5030-465.59-15	ICSC ADMIN FLIGHT	237.96
	7077850470	111-5030-465.59-15	ICSC REGISTRATION AVILA	660.00
	7077850809	111-5030-465.59-15	ICSC REGISTRATION MACIAS	660.00
	73277397640	111-5030-465.59-15	ICSC REGISTRATION CM	660.00
	7477819467	111-5030-465.59-15	ICSC REGISTRATION PINEDA	660.00
	7877797559	111-5030-465.59-15	ICSC REGISTRATION ORTIZ	660.00
	32690003	111-6020-451.56-41	P&R EASTER EVENT SUPPLIES	236.50
	IQRKMWL4D6C	111-6020-451.56-41	P&R EVENT BANNER	123.90
	P1915608748	111-6020-451.56-41	P&R EVENT ADVERTISEMENT	25.00
	P2032864366	111-6020-451.56-41	P&R EVENT ADVERTISEMENT	10.00
	0028815	111-6060-466.61-20	P&R AFTERSCHOOL EXPENSE	84.94
	0031546	111-6060-466.61-20	P&R AFTERSCHOOL EXPENSE	63.39
	99999999093	111-7010-421.56-41	PD UNIFORM PATCHES	1,995.00
	99999999100	111-7010-421.56-41	PD UNIFORM PATCHES	859.37
	11317601400	111-7010-421.59-20	PD TRAINING LODGING	30.00
	1456100000	111-7010-421.59-20	PD SLI TRAINING LODGING	422.61
	100138662859	111-7010-421.59-30	PD JAILER TRAINING	99.00
	10014324332	111-7010-421.59-30	PD STREET GANG TRAINING	80.00
	2626177795	111-7010-421.61-20	PD TOLL ROAD FEES	14.56
	73011769114	111-7010-421.61-20	PD INCIDENT EXPENSE	90.90
	18500071000	111-8080-431.59-15	PW DIRECTOR EXPO LODGING	426.00
	10014974047	120-7040-421.59-10	PD EVIDENCE MEMBERSHIP	50.00

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AMERICAN EXPRESS	52190005	229-7010-421.59-15	PD PUBLIC RECORDS COURSE	250.00
	52190006	229-7010-421.59-15	PD PUBLIC RECORDS COURSE	250.00
	905296	229-7010-421.59-15	PD CONFERENCE LODGING	595.98
	0713958	741-8060-431.62-30	PD FUEL PURCHASE	57.74
				<b>\$10,389.81</b>
AMERICAN RENTALS INC	436398/128675	111-8010-431.44-10	PW SOD CUTTER RENTAL	341.88
				<b>\$341.88</b>
ANA VELEZ	000000	111-0110-411.61-20	COUNCIL EVENT SUPPLIES	39.95
				<b>\$39.95</b>
ARAMARK UNIFORM & CAREER APPAREL	21571484	741-8060-431.56-41	PW FLEET SAFETY CAPS	585.59
	534236253	741-8060-431.56-41	PW UNIFORM RENTAL 5/14/19	119.99
	534253725	741-8060-431.56-41	PW UNIFORM RENTAL 5/21/19	121.28
	534271036	741-8060-431.56-41	PW UNIFORM RENTAL 5/28/19	129.85
				<b>\$956.71</b>
ARTUNIAN, ALAN	23649-24830	681-0000-228.70-00	WATER DEPOSIT REFUND	1,000.00
				<b>\$1,000.00</b>
AT&T	000012996775	111-7010-421.53-10	PD DISPATCH PHONE 4/4-5/3/19	563.09
	000013077436	111-7010-421.53-10	PD DISPATCH PHONE 4/20-5/19/19	369.49
	5/1-5/31/2019	111-9010-419.53-10	SALT LAKE PARK INTERNET	55.00
	5/21-6/20/2019	111-9010-419.53-10	COMMUNITY CNTR INTERNET	64.25
	5/23-6/22/2019	111-9010-419.53-10	PW YARD INTERNET	64.25
	5/28-6/27/2019	111-9010-419.53-10	RAUL PEREZ PARK INTERNET	54.25
	5/28-6/27/2019	111-9010-419.53-10	FREEDOM PARK INTERNET	54.25
	6/1-6/30/2019	111-9010-419.53-10	SALT LAKE PARK INTERNET	64.25
				<b>\$1,288.83</b>
AT&T MOBILITY	X05142019	111-5055-419.53-10	CODE ENFORCEMENT 4/7-5/6/19	176.78
	X05142019	111-7010-421.53-10	PD MOBILITY 5/2019	4,770.72
	X05142019	239-5055-419.53-10	CODE ENFORCEMENT 4/7-5/6/19	117.85
				<b>\$5,065.35</b>
AT&T PAYMENT CENTER	5/8-6/7/2019	111-7010-421.53-10	PD PHONE 5/8-6/7/19	20.00
				<b>\$20.00</b>
BALTAZAR MAYRA	HP020003462	111-0000-351.10-10	PARKING CITATION REFUND	144.00
				<b>\$144.00</b>
BLANDON ENA MARIA	HP010013192	111-0000-351.10-10	PARKING CITATION REFUND	60.00
				<b>\$60.00</b>
BRINK'S INCORPORATED	2695384	111-9010-419.33-10	ARMORED TRANSPORT 5/2019	324.00
				<b>\$324.00</b>
BRIZUELA'S IRON WORK	0754	111-8023-451.43-10	PULL BOX LID REPLACEMENTS	1,007.40
				<b>\$1,007.40</b>
BSN SPORTS, LLC	905307697	111-6010-451.74-10	P&R GYM ANTENNAE	76.16
				<b>\$76.16</b>

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CAL PRIVATE BANK-FIT	PPE 05/19/2019	111-0000-217.20-10	FEDERAL TAX DEPOSIT	55,961.63
				<b>\$55,961.63</b>
CAL PRIVATE BANK-MEDICARE	PPE 05/19/2019	111-0000-217.10-10	MEDICARE TAX DEPOSIT	7,648.33
				<b>\$7,648.33</b>
CAL PRIVATE BANK-SIT	PPE 05/19/2019	111-0000-217.20-20	STATE TAX DEPOSIT	20,087.83
				<b>\$20,087.83</b>
CALPERS	100000015675828	111-9013-413.56-41	MEDICAL BENEFITS 6/2019	372.33
	100000015675828	217-9010-413.28-00	MEDICAL BENEFITS 6/2019	158,296.46
	100000015675828	217-9010-413.56-41	MEDICAL BENEFITS 6/2019	385.09
	100000015675828	802-0000-217.50-10	MEDICAL BENEFITS 6/2019	161,884.56
				<b>\$320,938.44</b>
CARD INTEGRATORS	0103240-IN	111-7010-421.56-41	PD PHOTO ID EQUIP LIC	1,490.00
				<b>\$1,490.00</b>
CARLOS AGUILERA	71514/73055	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				<b>\$500.00</b>
CHARTER COMMUNICATIONS	0467069042719	111-7040-421.56-41	PD INTERNET 5/7-6/6/19	1,250.00
	0444795060219	111-9010-419.53-10	CITY HALL INTERNET 6/2-7/1/19	1,999.00
				<b>\$3,249.00</b>
CITY OF BELL	1	123-7010-421.56-41	PERSONNEL COST-REIMBURSE	2,341.90
				<b>\$2,341.90</b>
CITY OF BELL GARDENS	7/1-7/3/2019	111-0000-143.20-00	PD RIFLE COURSE	100.00
				<b>\$100.00</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 05/19/2019	111-0000-217.30-30	MEDICAL REIMBURSE 125	644.43
				<b>\$644.43</b>
CITY OF HUNTINGTON PARK GEA	PPE 05/19/2019	111-0000-217.60-10	GEA DUES & PREPAID LEGAL	835.59
				<b>\$835.59</b>
CLINICAL LAB OF SAN BERNARDINO, INC	968152	681-8030-461.56-41	WATER TESTING 3/2019	1,085.75
				<b>\$1,085.75</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 05/19/2019	111-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,049.12
				<b>\$1,049.12</b>
COMPUWEB CENTER INC	15404	111-8022-419.43-10	AFTER SCHOOL PROG CAMERAS	680.00
				<b>\$680.00</b>
CONCENTRA MEDICAL CENTERS	64199631	111-2030-413.56-41	MEDICAL SERVICES	94.00
	64362700	111-2030-413.56-41	MEDICAL SERVICES	479.50
	64414964	111-2030-413.56-41	MEDICAL SERVICES	610.50
				<b>\$1,184.00</b>
COPY SET	3635	287-8057-432.54-00	USED OIL EVENT FLYERS	119.07
				<b>\$119.07</b>
COUNTY OF LOS ANGELES PUBLIC HEALTH	IN0721089	114-6010-451.56-41	P&R SPLASH PAD LIC FEE	672.00
				<b>\$672.00</b>
DAILY JOURNAL CORPORATION	B3258013	111-1010-411.54-00	CITY CLERKS PUBLICATIONS	79.80
				<b>\$79.80</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DATA TICKET INC.	100883	111-3010-415.56-41	BUSINESS LIC PROC 4/2019	195.70
	100765	111-5055-419.56-41	ADMIN CITE CODE ENFORCMNT	148.20
	99353	111-5055-419.56-41	ADMIN CITE CODE ENFORCMNT	45.60
	100813	111-7065-441.56-41	ANIMAL CONTRL PROC 4/2019	80.35
	101011	111-9010-415.56-15	PARKING CITATION PROCESS	12,082.53
	101011	111-9010-419.53-10	PARKING CITATION PROCESS	597.36
	HPTKSTK419	231-7060-421.61-20	PD CITATION PAPER ROLLS	2,359.88
	100765	239-5055-419.56-41	ADMIN CITE CODE ENFORCMNT	98.80
	99353	239-5055-419.56-41	ADMI CITE CODE ENFORCMNT	30.40
				<b>\$15,638.82</b>
DAY WIRELESS SYSTEMS	487666	111-7010-421.56-41	PD RADIO CONSOLES	5,757.26
	488529	111-7010-421.56-41	PD RADIO PROGRAMMING	300.00
	614278-01	111-7010-421.56-41	RADIO MAINT 3/2019-6/2019	2,962.40
				<b>\$9,019.66</b>
DELTA DENTAL INSURANCE COMPANY	BE003394406	802-0000-217.50-20	DENTAL PREMIUM 6/2019	2,562.35
	BE003396602	802-0000-217.50-20	DENTAL PREMIUM 6/2019	9,279.02
				<b>\$11,841.37</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	4/2019	111-7065-441.56-41	ANIMAL CARE COSTS 4/2019	10,284.83
				<b>\$10,284.83</b>
DEPARTMENT OF CORONER	19ME0369	111-7030-421.56-41	PD AUTOPSY REPORTS	94.00
				<b>\$94.00</b>
DIANE VAZQUEZ	5/24/2019	111-7010-421.59-30	TRAINING MEAL REIMBURS	17.00
	5/24/2019	111-7010-421.59-30	TRAINING MILEAGE REIMBURS	4.87
				<b>\$21.87</b>
ELECNR BELCO ELECTRIC, INC	14-0347-001	207-8016-429.73-10	SIGNAL SYNC & SPEED PROJ	43,225.00
	14-0347-001	209-8010-431.73-10	SIGNAL SYNC & SPEED PROJ	43,225.00
				<b>\$86,450.00</b>
ELITE EQUIPMENT INC.	36201	741-8060-431.43-20	VIBRATOR PLATE REPAIR	500.75
	36202	741-8060-431.43-20	DYNAPAC RAMMER REPAIR	330.38
				<b>\$831.13</b>
ENTERPRISE FM TRUST	FBN3700640	111-7010-421.56-41	PD VEHICLE LEASE 5/2019	92.04
	FBN3700640	226-9010-419.74-20	PD VEHICLE LEASE 5/2019	1,878.58
				<b>\$1,970.62</b>
EVELYN REYES	5/15-5/17/2019	111-7010-421.59-30	TRAINING MEAL REIMBURS	51.00
	5/15-5/17/2019	111-7010-421.59-30	TRAINING MILEAGE REIMBURS	14.62
				<b>\$65.62</b>
EXPRESS TRANSPORTATION SERVICES LLC	HPE05312019	111-0000-362.20-15	HP EXPRES PROP LSE 5/2019	-2,000.00
	HPE05312019	111-0000-362.20-15	HP EXPRES VEH LSE 5/2019	-500.00
	HPE05312019	219-0000-340.30-00	HP EXPRESS FARES 5/2019	-6,683.55
	HPE05312019	219-8085-431.56-43	HP EXPRESS 5/2019	34,334.14
	DAR06012019	219-8085-431.56-45	DIAL A RIDE SRVCS 6/2019	59,620.00
	HPE05312019	220-8085-431.56-43	HP EXPRESS 5/2019	29,882.13
	HPE05312019	222-8010-431.56-43	HP EXPRESS 5/2019	29,882.13
				<b>\$144,534.85</b>

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F&A FEDERAL CREDIT UNION	PPE 05/19/2019	111-0000-217.60-40	EMPLOYEE CU DEDUCTION	9,295.50
				<b>\$9,295.50</b>
FERGUSON ENTERPRISES INC	7487373	111-8023-451.43-10	CATCH BASIN SUPPLIES	265.73
	7487373-1	111-8023-451.43-10	CATCH BASIN SUPPLIES	113.82
	7494940	111-8023-451.43-10	CATCH BASIN SUPPLIES	382.62
	7495763	111-8023-451.43-10	CATCH BASIN SUPPLIES	104.37
	7488107	535-8090-452.61-20	PARK IRRIGATION PUMP SUPPLY	186.22
				<b>\$1,052.76</b>
FIRST CHOICE SERVICES	643745	111-9010-419.61-20	COFFEE SUPPLIES 6/5/19	119.97
				<b>\$119.97</b>
GLOBALSTAR USA	10306346	111-7010-421.53-10	PD PHONE 5/16-6/15/19	85.59
				<b>\$85.59</b>
GLOCK PROFESSIONAL, INC.	107468 7/11/19	111-0000-143.20-00	PD ARMORER CRSE 7/11/19	250.00
	TRP/100126142	111-7010-421.59-15	PD ARMORER CRSE 6/13/19	250.00
	TRP/100126162	111-7010-421.59-15	PD ARMORER CRSE 6/13/19	250.00
				<b>\$750.00</b>
GORDON DEBRA L	HP020006038	111-0000-351.10-10	PARKING CITATION REFUND	145.00
	HP050008260	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				<b>\$290.00</b>
GOVERNMENT FINANCE OFFICERS ASSN.	2926742	111-3010-415.59-15	FINANCE CLASS REGISTRATN	85.00
	2926745	111-3010-415.59-15	FINANCE CLASS REGISTRATN	85.00
				<b>\$170.00</b>
GRAINGER	9169783744	111-8020-431.43-10	PW SHOWER SEAT	354.39
	9169790707	535-8016-431.61-45	PW HIGH VOLTAGE GEAR	458.64
	9183682757	535-8016-431.61-45	PW DRILL BIT SET	515.79
	9183832881	535-8016-431.61-45	PW MEASURING WHEEL	56.09
	9121975784	741-8060-431.43-20	PW EQUIPMENT DUSTER	47.35
	9139982798	741-8060-431.43-20	PW ELECTRICAL PLUG	53.45
				<b>\$1,485.71</b>
HASA, INC.	639267	681-8030-461.41-00	HYPO SODIUM CHLORITE	214.87
	639268	681-8030-461.41-00	HYPO SODIUM CHLORITE	136.60
	640100	681-8030-461.41-00	HYPO SODIUM CHLORITE	223.46
	640101	681-8030-461.41-00	HYPO SODIUM CHLORITE	196.36
				<b>\$771.29</b>
HECTOR AGUIRRE	1994340	745-9031-413.52-30	SETTLEMENT CLAIM	1,140.02
				<b>\$1,140.02</b>
HECTOR DECASAS	HP050016852	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				<b>\$55.00</b>
HERNANDEZ SIGNS, INC.	3887	114-6010-451.56-41	SPLASH PAD SIGNS	438.00
				<b>\$438.00</b>
HINDERLITER DE LLAMAS & ASSOCIATES	0031298-IN	111-9010-419.56-41	AUDIT SRVCS SALES TAX	1,779.25
				<b>\$1,779.25</b>

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HOME DEPOT - PUBLIC WORKS	3083561	111-7022-421.56-15	PD SUPPLY EXPENSE	26.82
	4261409	111-8020-431.43-10	PW BUILDING EXPENSE	154.11
	6261391	111-8020-431.43-10	PW BUILDING EXPENSE	269.68
	2261422	535-8016-431.61-45	STREET LIGHT SUPPLIES	130.03
	3261313	535-8016-431.61-45	STREET LIGHT SUPPLIES	137.54
	3261416	535-8016-431.61-45	STREET LIGHT SUPPLIES	146.60
	3261418	535-8016-431.61-45	STREET LIGHT SUPPLIES	43.45
	4261408	535-8016-431.61-45	STREET LIGHT SUPPLIES	95.96
	3261312	681-8030-461.61-20	WATER WORKSHOP SUPPLIES	46.26
				<b>\$1,050.45</b>
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 05/19/2019	111-0000-217.60-10	POLICE MGMNT ASSOC DUES	150.00
				<b>\$150.00</b>
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 05/19/2019	111-0000-217.60-10	POLICE OFCR ASSOC DUES	6,538.75
				<b>\$6,538.75</b>
IBE DIGITAL	423806	111-9010-419.44-10	COPIER DELIVERY & INSTALL	1,096.00
				<b>\$1,096.00</b>
INFRASTRUCTURE ENGINEERS	24096	111-8010-431.76-01	VARIOUS STREET IMPROV	30,473.45
	24144	152-6010-451.73-10	HP GREENWAY PROJ 5/2019	10,114.00
	24097	207-8016-429.73-10	SIGNAL SYNC & BUS SPEED	3,750.00
	24097	209-8010-431.73-10	SIGNAL SYNC & BUS SPEED	3,750.00
	24145	222-8080-431.73-10	ATP CYCLE 2-SAFETY IMPROV	14,661.35
	24147	283-8040-432.56-41	SEWER RECERTIFICATION	4,004.00
				<b>\$66,752.80</b>
INTER-CITY ENERGY SYSTEM	9677/29929	111-0000-322.10-10	MECHANICAL PERMIT REFUND	37.63
				<b>\$37.63</b>
JCL TRAFFIC	100238	111-6010-451.43-25	P&R MUNICIPAL CODE SIGNS	3,592.15
	100243	221-8012-429.44-10	BARRICADE-SIGN RENTAL	150.00
	99891	221-8012-429.61-20	TRAFFIC CONTROL SIGNS	284.80
				<b>\$4,026.95</b>
JOEL GORDILLO	5/2019	111-1010-411.56-41	VIDEOGRAPHER 5/2019	1,650.00
				<b>\$1,650.00</b>
JOHN CASTRO	5/16/2019	111-7010-421.59-30	TRAINING MEAL REIMBURS	16.00
	5/16/2019	111-7010-421.59-30	TRAINING MILEAGE REIMBURS	48.14
	5/8/2019	111-7010-421.59-30	TRAINING MEAL REIMBURS	16.00
	5/8/2019	111-7010-421.59-30	TRAINING MILEAGE REIMBURS	48.14
				<b>\$128.28</b>
KEYSTONE UNIFORMS	700032367	111-7010-421.61-20	PD CADET UNIFORM	274.45
	700032419	111-7010-421.61-20	PD CADET UNIFORM	55.11
				<b>\$329.56</b>
KIM'S DESIGN & LIQUIDATION, LLC	00050619-1	111-8022-419.43-10	TRAFFIC ENGINEER CUBICLE	930.00
				<b>\$930.00</b>
KONICA MINOLTA BUSINESS SOLUTIONS	259144186	111-9010-419.43-15	FINANCE COPIER LSE 5/2019	359.99
	259144709	111-9010-419.43-15	FINANCE COPIER LSE 5/2019	280.66
				<b>\$640.65</b>

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LA COUNTY SHERIFF'S DEPT	193577BL	121-7040-421.56-41	PD INMATE MEAL SRV 4/2019	1,041.45
				<b>\$1,041.45</b>
LACMTA	103736	219-8085-431.58-50	METRO TAP CARDS 4/2019	6,080.00
				<b>\$6,080.00</b>
LAN WAN ENTERPRISE, INC	63661	111-0110-411.74-10	P&R AFTERSCHOOL PROG TV	857.77
	63734	111-7010-421.56-41	PD MS SOFTWARE LICENSE	1,657.64
	63768	111-7010-421.56-41	PD SERVER MAPPING LABOR	2,880.00
	63367-R	111-9010-419.43-15	IT SERVICES 4/2019	14,906.00
	63572	111-9010-419.43-15	IT SERVICES 5/2019	43,375.00
	63733	227-7117-421.74-10	PD SERVER & WARRANTY	8,877.55
				<b>\$72,553.96</b>
LEGAL SHIELD	5/2019	802-0000-217.60-50	ID THEFT PREMIUM 5/2019	80.70
				<b>\$80.70</b>
LGP EQUIPMENT RENTALS INC	109569	111-8010-431.44-10	PW SCISSOR LIFT RENTAL	916.71
				<b>\$916.71</b>
LIEBERT CASSIDY WHITMORE	1477623	111-0220-411.32-70	LEGAL SRVCS 4/2019	1,332.00
	1477624	111-0220-411.32-70	LEGAL SRVCS 4/2019	222.00
	1478531	111-0220-411.32-70	LEGAL SRVCS 4/2019	165.00
	1478532	111-0220-411.32-70	LEGAL SRVCS 4/2019	2,331.00
				<b>\$4,050.00</b>
LOS ANGELES COUNTY SHERIFF'S DEPT	19E037/19-02801	111-7030-421.56-41	VIDEO ENHANCEMENT SRVCS	163.03
				<b>\$163.03</b>
MANAGED HEALTH NETWORK	PRM-038856	802-0000-217.50-60	HEALTH PREMIUM 6/2019	1,351.84
				<b>\$1,351.84</b>
MATERIAL DAMAGE APPRAISAL	139241	745-9031-413.52-30	DAMAGE APPRAISAL SRVCS	152.00
				<b>\$152.00</b>
MAYWOOD MUTUAL WATER COMPANY, NO. 1	2/21-4/23/2019	681-8030-461.62-20	METER USAGE-SPRINKLERS	532.80
	2/21-4/23/2019	681-8030-461.62-20	METER USAGE-FREEDOM PARK	203.73
	2/21-4/23/2019	681-8030-461.62-20	METER USAGE-SPLASH PAD	136.00
				<b>\$872.53</b>
MG GRAPHICS	12029	111-5055-419.61-20	COM DEV COMPLAINT FORM	132.30
	12029	239-5055-419.61-20	COM DEV COMPLAINT FORM	88.20
				<b>\$220.50</b>
MID CITIES GRANTS LLC	021	239-0260-463.56-41	CDBG ADMIN SRVCS 4/2019	2,405.00
	021	242-0260-463.56-41	HOME ADMIN SRVCS 4/2019	5,480.00
				<b>\$7,885.00</b>
MONCERAT MORALES	5/19-5/21/2019	111-0210-413.59-15	ICSC RECON PER DIEM	152.50
				<b>\$152.50</b>
NATION WIDE RETIREMENT SOLUTIONS	PPE 05/19/2019	111-0000-217.40-10	EMPLOYEE DEFER COMP DEDUC	16,305.83
				<b>\$16,305.83</b>
NATIONAL READY MIXED CONCRETE CO.	690539	535-8090-452.61-20	COURTHOUSE CONCRETE	2,191.80
				<b>\$2,191.80</b>
NATIONWIDE ENVIRONMENTAL SERVICES	30065	220-8070-431.56-41	BUS SHELTER CLEAN 5/2019	16,709.13
				<b>\$16,709.13</b>

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NAVARRETTE LORENA	HP020015460	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				<b>\$55.00</b>
NEOGOVS	INV27638	111-2030-413.56-41	HR SOFTWARE LIC 3/6-3/5/20	7,012.00
				<b>\$7,012.00</b>
NORTH STAR LANDSCAPE LLC	1596-06	231-8010-415.56-41	TREE TRIMMING SRVC 4/2019	4,600.00
	1596-09	231-8010-415.56-41	TREE TRIMMING SRVC 5/2019	5,100.00
	1596-06	535-8090-452.56-60	TREE TRIMMING SRVC 4/2019	17,883.00
	1596-09	535-8090-452.56-60	TREE TRIMMING SRVC 5/2019	14,795.00
				<b>\$42,378.00</b>
OEM AUTO PAINT SUPPLIES	120510	535-8090-452.61-20	PAINT-KELLER PRK MONUMENT	121.37
				<b>\$121.37</b>
OK PRINTING DESIGN & DIGITAL PRINT	1379	111-7010-421.61-20	PD BUSINESS ENVELOPES	98.08
	1388	111-7030-421.61-20	PD BUSINESS ENVELOPES	67.56
				<b>\$165.64</b>
OLIVAREZ MADRUGA, LLP	7132	745-9031-413.32-70	LEGAL SRVCS 4/2019	4,358.66
				<b>\$4,358.66</b>
PARKINK	26796	111-6020-451.56-41	HEALTH EXPO PROMO ITEMS	13.24
	26796	111-6025-413.54-00	HEALTH EXPO PROMO ITEMS	250.00
	26796	111-6025-413.61-15	HEALTH EXPO PROMO ITEMS	200.00
				<b>\$463.24</b>
PARS	42856	111-9010-419.56-41	PARS ARS FEES 3/2019	436.88
	42932	216-3010-415.56-41	PARS REP FEES 3/2019	2,318.54
				<b>\$2,755.42</b>
PITNEY BOWES	3103170752	111-7040-421.44-10	PD MAILING SYSTEM LSE 3/30-6/29/19	541.92
	3103162398	111-9010-419.44-10	CITY HALL POSTAGE LSE 3/30-6/29/19	834.57
				<b>\$1,376.49</b>
PRIME STRATEGIES CALIFORNIA, LLC	000013	111-9010-419.56-41	CONSULTING SRVC 12/2018	10,000.00
	000014	111-9010-419.56-41	CONSULTING SRVC 1/2019	10,000.00
	000015	111-9010-419.56-41	CONSULTING SRVC 2/2019	10,000.00
	000016	111-9010-419.56-41	CONSULTING SRVC 3/2019	10,000.00
	000017	111-9010-419.56-41	CONSULTING SRVC 4/2019	10,000.00
				<b>\$50,000.00</b>
PRUDENTIAL OVERALL SUPPLY	52254594	111-7040-421.56-41	PD MAT CLEANING SRVC	21.28
				<b>\$21.28</b>
PSYCHOLOGICAL CONSULTING ASSOC, INC	523670	111-7022-421.56-41	EMPLOYMENT EVAL 5/20/2019	400.00
				<b>\$400.00</b>
PYRO ENGINEERING INC.	17595	111-0000-143.20-00	FIREWORKS DISPLAY DEPOSIT	12,500.00
				<b>\$12,500.00</b>
QUALITY LOGO PRODUCTS, INC	QSI-724474	111-6021-413.54-00	HEALTH EXPO PROMO ITEMS	95.70
	QSI-724475	111-6021-413.54-00	HEALTH EXPO PROMO ITEMS	113.46
				<b>\$209.16</b>
RAYMUNDO LOPEZ	HP040005493	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				<b>\$55.00</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
RICARDO GARCIA	4/15-4/19/2019	229-7010-421.59-15	TRAINING MEAL REIMBURSE	75.00
	4/15-4/19/2019	229-7010-421.59-15	TRAINING MILEAGE REIMBURS	89.90
	4/15-4/19/2019	229-7010-421.59-15	TRAINING PARKING REIMBURS	15.00
				<b>\$179.90</b>
RICARDO REYES	107563	111-0210-413.59-15	TRANSPORTATION EXPENSE	26.86
	140384844	111-0210-413.59-15	AIRPORT PARKING EXPENSE	89.00
	5/19-5/21/2019	111-0210-413.59-15	CONFERENCE PER DIEM	152.50
	5/19/2019	111-0210-413.59-15	TRANSPORTATION EXPENSE	17.24
				<b>\$285.60</b>
RICKY CLEMENTS	HP050016905	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				<b>\$55.00</b>
RICOH AMERICAS CORP	63614573	111-6020-451.56-41	P&R COPIER LSE 6/2019	225.32
				<b>\$225.32</b>
RICOH USA, INC.	5056684409	111-6020-451.56-41	P&R COPIER LSE USAGE 5/19-6/18/19	291.18
				<b>\$291.18</b>
SAMSON, FRANCISCO	12245-25010	681-0000-228.70-00	WATER CREDIT REFUND	191.88
				<b>\$191.88</b>
SFG RETIREMENT PLAN CONSULTING, LLC	199	111-0210-413.56-41	PROFESSIONAL SRVCS 3/2019	1,000.00
	210	111-0210-413.56-41	PROFESSIONAL SRVCS 4/2019	1,000.00
				<b>\$2,000.00</b>
SMART & FINAL	041837	111-0210-413.61-20	COUNCIL MEETING SUPPLIES	40.41
	041839	111-0210-413.61-20	COUNCIL MEETING SUPPLIES	4.73
	032012	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	10.38
	032229	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	15.99
	039200	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	90.09
	040465	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	44.97
	020598	285-8050-432.61-20	PW EVENT VOLUNTEER SUPPLY	308.02
				<b>\$514.59</b>
SOUTHERN CALIFORNIA EDISON	4/17-5/17/2019	111-8020-431.62-10	PW YARD 6900 SRVC ACCTS	934.05
	4/23-5/22/2019	111-8022-419.62-10	VARIOUS SRVC ACCTS	1,621.67
	4/5-5/7/2019	221-8014-429.62-10	VARIOUS SRVC ACCTS	3,027.93
	4/26-5/28/2019	535-8016-431.62-10	3220 OLIVE ELECTRICAL	30.21
	5/6-6/5/2019	535-8016-431.62-10	6621 WILSON ELECTRICAL	36.75
				<b>\$5,650.61</b>
SPARKLETTS	15142085 052319	111-0110-411.66-05	COUNCIL WATER 5/2019	148.15
	15142085 052319	111-0210-413.61-20	CM ADMIN WATER 5/2019	148.15
	15142085 052319	111-1010-411.61-20	CITY CLERK WATER 5/2019	16.45
	15142085 052319	111-2030-413.61-20	HR WATER 5/2019	14.15
	15142085 052319	111-3010-415.61-20	FINANCE WATER 5/2019	61.39
	15142085 052319	111-5010-419.61-20	COMM DEVELOPMENT WATER 5/2019	32.51
	15142085 052319	111-5055-419.61-20	CODE ENFORCEMENT 5/2019	32.51
	15142085 052319	111-6010-451.56-41	P&R WATER 5/2019	43.40
	15142085 052319	111-8020-431.61-20	PW WATER 5/2019	85.88
	15142085 052319	111-8080-431.61-20	PW WATER 5/2019	32.51
				<b>\$615.10</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STACY MEDICAL CENTER	3160-31922	111-7022-421.56-15	PD MEDICAL SERVICES	1,258.93
				<b>\$1,258.93</b>
STANDARD GLASS & MIRROR	5/9/19	111-8023-451.43-10	PARKS REPLACEMENT WINDOW	175.00
	323	114-6010-451.73-10	P&R WINDOW REPLACEMNT	9,950.00
				<b>\$10,125.00</b>
STANDARD INSURANCE COMPANY	6/2019	802-0000-217.50-70	LIFE INS PREMIUM 5/2019	6,450.67
	6/2019	802-0000-217.50-70	LIFE INS PREMIUM 6/2019	1,644.53
				<b>\$8,095.20</b>
STAPLES ADVANTAGE	8054243226	111-0210-413.61-20	CM ADMIN OFFICE SUPPLY 4/2019	272.78
	8054243226	111-1010-411.61-20	CLERK OFFICE SUPPLY 4/2019	249.94
	8054243226	111-5010-419.61-20	COMM DEV OFFICE SUPPLY 4/2019	412.96
	8054243226	111-6020-451.61-35	P&R OFFICE SUPPLY 4/2019	34.81
	8054243226	111-6065-466.61-20	P&R OFFICE SUPPLY 4/2019	139.90
	8054243226	111-7010-421.61-20	PD OFFICE SUPPLY 4/2019	271.95
	8054243226	111-7022-421.61-27	PD OFFICE SUPPLY 4/2019	720.12
	8054243226	111-7040-421.61-31	PD OFFICE SUPPLY 4/2019	59.01
	8054243226	111-8020-431.61-20	PW OFFICE SUPPLY 4/2019	244.18
	8054243226	285-8050-432.61-20	PW OFFICE SUPPLY 4/2019	34.20
8054243226	681-8030-461.61-20	PW OFFICE SUPPLY 4/2019	36.93	
				<b>\$2,476.78</b>
STAR2STAR COMMUNICATIONS LLC	SUBC00002557	111-9010-419.53-10	VOIP SRVCS 6/3-7/2/2019	10,996.01
				<b>\$10,996.01</b>
SUNSHINE POS, LLC	69719	231-8010-415.61-20	PARKING PAY STATION PAPER	993.18
				<b>\$993.18</b>
T2 SYSTEMS CANADA INC.	IRIS0000055272	231-8010-415.56-41	PAY STATION SOFTWR 6/2019	2,250.00
				<b>\$2,250.00</b>
THE GAS COMPANY	04/10-5/9/2019	111-8020-431.62-10	GAS SRVC GOVT BUILDINGS	137.97
	04/10-5/9/2019	111-8023-451.62-10	GAS SRVC GOVT BUILDINGS	246.20
	04/10-5/9/2019	111-8024-421.62-10	GAS SRVC GOVT BUILDINGS	927.28
				<b>\$1,311.45</b>
TOWN HALL STREAMS	9954	111-1010-411.56-41	COUNCIL STREAMING 6/2019	300.00
				<b>\$300.00</b>
TRI-TECH FORENSICS INC	178408	111-7022-421.61-24	PD PATROL SUPPLIES	1,188.28
	179048	111-7022-421.61-24	PD PATROL SUPPLIES	344.97
	179065	111-7022-421.61-24	PD PATROL SUPPLIES	642.25
	171709	111-7040-421.61-33	PD EVIDENCE SUPPLIES	144.53
				<b>\$2,320.03</b>
TRIANGLE SPORTS	38505	111-6030-451.61-35	P&R YOUTH SPORTS TROPHIES	219.00
				<b>\$219.00</b>
U.S. BANK	PPE 05/19/2019	111-0000-217.30-20	PARS DEDUCTION	3,864.92
	PPE 05/19/2019	111-0000-218.10-05	EMPLOYEE PARS DEDUCT	3,275.00
	PPE 05/19/2019	111-0000-218.10-05	PARS EMPLOYR CONTRIBUTION	10,764.00
				<b>\$17,903.92</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VALLEY ALARM	886108	111-8020-431.56-41	ALARM SRVCS 5/2019	665.34
	886108	111-8022-419.56-41	ALARM SRVCS 5/2019	665.33
	886108	111-8023-451.56-41	ALARM SRVCS 5/2019	665.33
				<b>\$1,996.00</b>
VERIZON WIRELESS	9830291121	111-0110-411.53-10	CITY COUNCIL CELL SRVC 4/17-5/16/19	313.77
	9830291121	111-0210-413.53-10	ADMIN CELL SRVC 4/17-5/16/19	163.45
	9830291121	111-2030-413.53-10	HR CELL SRVC 4/17-5/16/19	57.72
	9830291121	111-3010-415.53-10	FINANCE CELL SRVC 4/17-5/16/19	67.72
	9831224673	111-6010-419.53-10	P&R SRVC 4/17-5/16/19	38.01
	9830291121	111-6020-451.56-41	P&R SRVC 4/17-5/16/19	155.68
	9831224673	111-8010-431.53-10	PW CELL 5/2-6/1/19	809.12
	9831224673	681-8030-461.53-10	PW WATER CELL 5/2-6/1/19	114.03
				<b>\$1,719.50</b>
VERONICA MARTINEZ	368	111-2030-413.61-20	ORAL INTERVIEW REIMBURSE	15.64
				<b>\$15.64</b>
VICTORIANO JIMENEZ	66732/73197	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				<b>\$500.00</b>
VISION SERVICE PLAN-CA	806906340	802-0000-217.50-30	VISION PREMIUM 6/2019	89.62
	806906389	802-0000-217.50-30	VISION PREMIUM 6/2019	4,063.32
				<b>\$4,152.94</b>
VISSER'S CONCRETE PUMPING, INC.	6246	535-8090-452.43-20	PW CONCRETE PUMP	400.00
				<b>\$400.00</b>
VULCAN MATERIALS COMPANY	72144392	111-8010-431.61-21	PW ASPHALT PURCHASE	87.01
	72144393	111-8010-431.61-21	PW ASPHALT PURCHASE	125.38
	72152078	111-8010-431.61-21	PW ASPHALT PURCHASE	84.61
	72200676	111-8010-431.61-21	PW ASPHALT PURCHASE	501.73
				<b>\$798.73</b>
WAGNER OROZCO	71110/73198	111-0000-228.20-00	P&R DEPOSIT REFUND	250.00
				<b>\$250.00</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S113062970.001	111-8022-419.43-10	COURTHOUS SECURITY LIGHTS	568.77
	S113087264.001	535-8016-431.61-45	STREET LIGHT SUPPLIES	266.39
				<b>\$835.16</b>
WHITTIER FERTILIZER CO.	345651	535-8090-452.61-20	COURTHOUS LANDSCAPE SUPPLY	396.90
				<b>\$396.90</b>
				<b>\$1,168,100.22</b>



1 the ingress and egress of vehicles;

2       **WHEREAS**, partial blocking of a driveway may interfere with prompt access to a  
3 subject property by emergency personnel to render aid under emergency circumstances;

4       **WHEREAS**, the City Council of the City of Huntington Park wishes to amend its  
5 regulations related to obstruction of driveways by vehicles.

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

8       **SECTION 1:** The recitals set forth above are incorporated herein and by this reference  
9 made an operative part hereof.

10       **SECTION 2:** Section 4-7.1404 in Article 14, of Chapter 7 at Title 4 of the Huntington  
11 Park Municipal Code is hereby amended in its entirety to read as follows:

12       **4-7.1401 Prohibited.**

13       (a) No person shall stop, stand, or park a vehicle in any of the following places:

14       ~~(a)~~ (1) Within any tunnel or upon any bridge, viaduct, or approach thereto;

15       ~~(b)~~ (2) Within any parkway;

16       ~~(c)~~ (3) In any intersection;

17       ~~(d)~~ (4) In any crosswalk;

18       ~~(e) In any place where the standing of a vehicle will obstruct the use of any driveway;~~

19       ~~(f)~~ (5) In any place where the standing of a vehicle will interfere with a funeral;  
20 provided, however, the space along such curb where the funeral is to occur shall be  
21 properly marked by signs not less than four (4') feet above the curb; such signs shall  
22 be placed two (2) hours prior to any funeral; such signs shall be inscribed on the front  
23 thereof in white letters of a size to be easily read by a person using the highway with  
24 the words "No parking between these signs. Funeral. Section 4-7.1401, Huntington  
25 Park Municipal Code"; and such signs shall be removed immediately after the funeral  
26 by the funeral director; and

27  
28       ~~(g)~~ (6) Within fifty (50') feet of any street intersection, if the total width of such vehicle

1 exceeds eighty-four (84”) inches, except while such vehicle is actually being loaded or  
2 unloaded or while such vehicle is being used in the performance of a service.

3  
4 (b) No vehicle shall be parked, stopped, nor shall stand either wholly or partially in front  
5 of any driveway apron or in any manner which shall obstruct or interfere with the free  
6 movement of vehicles in such driveway or in any manner so as to obstruct or otherwise  
7 prevent or interfere with ingress to or egress from any driveway.

8  
9 For purposes of this Section, “driveway apron” shall be that portion of a curb, parkway  
10 or sidewalk which has been depressed below the level of the adjoining curb, parkway  
11 or sidewalk for the purpose of providing vehicular access from the street across said  
12 curb, parkway or sidewalk to the property fronting thereon or abutting thereto.

13  
14 **SECTION 3:** Violations of this Ordinance shall constitute violations of the Huntington  
15 Park Municipal Code, and all penalties and remedies authorized under the Huntington Park  
16 Municipal Code shall apply to violations of the provisions of this Ordinance.

17 **SECTION 4:** This Ordinance is exempt from the California Environmental Quality Act  
18 (“CEQA”), in that this Ordinance does not constitute a “project” under CEQA and is exempt  
19 pursuant to CEQA Guidelines section 15378(b)(4), and further there is no likelihood of this  
20 Ordinance resulting in a significant negative impact on the environment, and is therefore  
21 also exempt from CEQA pursuant to CEQA Guidelines section 15060(c)(2).

22 **SECTION 5:** Any provisions of the Huntington Park Municipal Code or appendices  
23 thereto, which are inconsistent with the provisions of this Ordinance are hereby repealed or  
24 modified to the extent necessary to affect the provisions of the Ordinance.

25 **SECTION 6:** If any section, subsection, sentence, clause, phrase, or portion of this  
26 Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court  
27 of competent jurisdiction, such decision shall not affect the validity of the remaining portions of  
28 this Ordinance. The City Council of the City of Huntington Park hereby declares that it would

1 have adopted this Ordinance and each section, subsection, sentence, clause, phrase or  
2 portion thereof, irrespective of the fact that any one or more sections, subsections, sentences,  
3 clauses, phrases or potions may be declared invalid or unconstitutional.

4 **SECTION 7:** This Ordinance shall take effect thirty 30 days after final passage by the  
5 City Council.

6 **SECTION 8:** The City Clerk shall certify to the passage of this Ordinance and shall  
7 cause the same to be published in the manner prescribed by law.

8  
9 **PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of June, 2019.

10  
11 \_\_\_\_\_  
12 Karina Macias, Mayor

13 **ATTEST:**

14  
15 \_\_\_\_\_  
16 Donna G. Schwartz, CMC  
17 City Clerk

18 **APPROVED AS TO FORM:**

19  
20 \_\_\_\_\_  
21 Arnold M. Alvarez-Glasman  
22 City Attorney



1 City by any person, and which noise is of sufficient loudness, intensity, or character and/or of  
2 such continuance or recurrence as to disturb the peace or quiet of any neighborhood within  
3 the City;

4 **WHEREAS**, Section 5-33.03 of the Huntington Park Municipal Code prohibits a person  
5 from causing or permitting loud or unruly conduct on private property to disrupt the public  
6 peace;

7 **WHEREAS**, in accordance with Section 5-33.03 of the Huntington Park Municipal  
8 Code, noise that exceeds sixty-five (65) dBA at the property line, or is audible from a distance  
9 of fifty (50') feet or more from the property line shall be deemed to disturb the peace;

10 **WHEREAS**, law enforcement personnel reports the need to lower the audible measure  
11 of sound and the need to reduce the measurement distance from the source of sound in order  
12 to better enforce against disruption to public peace by loud noise stemming from parties and  
13 assemblages;

14 **WHEREAS**, the City Council of the City of Huntington Park wishes to amend its  
15 regulations related to noise at parties and assemblages.

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

18 **SECTION 1:** The recitals set forth above are incorporated herein and by this reference  
19 made an operative part hereof.

20 **SECTION 2:** Section 5-33.01, in Chapter 33, at Title 5 of the Huntington Park  
21 Municipal Code is hereby amended in its entirety to read as follows:

22 **5-33.01 Definitions.**

23 The following definitions shall govern the construction of this chapter:

- 24 (a) "Alcohol" shall have the meaning given to that term under State law.
- 25 (b) "Alcoholic beverage" shall have the meaning given to that term under State law.
- 26 (c) "Assemblage" or "party" means any party, gathering, or event of three (3) or more persons meeting together for social, recreational or amusement purposes.
- 27 (d) "Noise" means any noise created, made, maintained, or produced, by, through, or on account of the operation, starting, manipulation, use, movement, working, handling, or maneuvering of any device, appliance, apparatus, equipment, object, or
- 28

1 thing, mechanical or otherwise, within the City by any person, and which noise is of  
2 sufficient loudness, intensity, or character and/or of such continuance or recurrence  
3 as to disturb the peace or quiet of any neighborhood within the City.

4 (d) (e) "Residence or other private property" means a home, yard, apartment,  
5 condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room,  
6 whether occupied on a temporary or permanent basis, whether occupied as a  
7 dwelling, or for a party or other social function, and whether owned, leased, rented, or  
8 used with or without compensation.

9 (e) (f) "Person in charge" or "responsible person" means and includes, but is not  
10 limited to: (1) the person(s) who owns, rents, leases or otherwise has control or right  
11 of possession of the residence or other private property where the assemblage takes  
12 place; (2) the person(s) in charge of the premises; (3) the person(s) who organized,  
13 supervised, officiates, conducts or controls the assemblage; (4) the person(s)  
14 receiving money or other consideration for granting access to the assemblage; or (5)  
15 any other person(s) who accepts responsibility for such assemblage.

16 (f) (g) "Underage person" for purposes of this chapter means any person under  
17 the legal drinking age of twenty-one (21) years old.

18 **SECTION 3:** Section 5-33.03, in Chapter 33, at Title 5 of the Huntington Park Municipal  
19 Code is hereby amended in its entirety to read as follows:

20 **5-33.03 Loud or disruptive parties or assemblages.**

21 (a) Prohibited conduct. No person shall cause or permit loud or unruly conduct  
22 on private property to disrupt the public peace. Noise that exceeds ~~sixty-five (65)~~ fifty-  
23 five (55) dBA at the property line, or is audible from a distance of fifty (50') ten (10')  
24 feet or more from the property line, shall be deemed to disrupt or disturb the peace.  
25 Law enforcement personnel may determine the provisions of this chapter have been  
26 violated without receipt of a preceding complaint.

27 (b) Loud or disruptive parties or assemblages include, but are not limited to,  
28 conduct such as: excessive traffic, obstruction of public streets, public drunkenness  
or unlawful public consumption of alcohol or alcoholic beverages; service to, or  
possession or consumption of alcohol or alcoholic beverage(s) by, any underage  
participant, except as permitted by State law; assaults, batteries, fights, domestic  
violence or other disturbance of the peace, vandalism, litter, and any other conduct  
which constitutes a threat to public health, safety, or quiet enjoyment of residential  
property. Loud or unruly conduct does not include any activity that is:

(1) Protected by Article 1, Section 4 of the California Constitution;

(2) Protected by the First or Fourteenth Amendments to the United States  
Constitution; or

(3) Regulated by the California Alcoholic Beverage Control Act.

(b) (c) Enforcement. When law enforcement personnel at the scene determine  
that the provisions of this chapter have been violated, such law enforcement  
personnel are authorized to take all necessary enforcement actions, including any of  
the following:

- 1 (1) Arrest and/or issue a citation to the person in charge or responsible person;
- 2 (2) Direct the person in charge or responsible person to immediately terminate  
the activity and/or conduct that is causing the disruption to public peace; and
- 3 (3) Issue a written notice to the responsible person that if within a thirty (30) day  
4 period after the initial response law enforcement personnel are again required to  
5 respond to the property to address a violation of this chapter, then the responsible  
6 person shall be liable for payment of all costs and expenses incurred by law  
enforcement personnel during second or subsequent responses in accordance with  
subsection (c).

7 ~~(e)~~ (d) Response cost. When any loud or disruptive party or assemblage occurs  
8 or is held, and it is determined that there is a disruption to the public peace, health,  
9 safety or general welfare, the person in charge of the premises and/or the person  
10 responsible for the event, or if either of those persons is a minor, then the parents or  
11 guardians of the minor(s), will be held jointly and severally liable for the cost of  
12 providing the City of Huntington Park Police Department personnel for special  
13 security assignment over and above the services normally provided by the  
14 department. The City personnel utilized at the site during a second response after the  
15 first warning is issued to control the disturbance to the public peace, health, safety or  
16 general welfare, shall be deemed to be on special security assignment over and  
17 above the services normally provided.

18 The costs of such special security assignment may include costs of personnel,  
19 damages to City property and/or injuries to City personnel. The charges assessed will  
20 be the actual cost of service for controlling the disturbance and restoring the public  
21 peace, health, safety or general welfare, including costs incurred at the location of the  
22 disturbance and any other costs attributable to police work resulting from the  
23 disturbance.

24 (1) In addition, charges for damage to public property shall be determined by an  
25 official written estimate from the City. The City reserves its legal option to elect any  
26 other legal remedies when deemed necessary.

27 (2) The City will, when approved for implementation, bill the responsible party or  
28 parties, for costs of providing the special security assignment, plus an additional  
twenty-five (25%) percent of the actual costs for administrative overhead to process  
the bill and collect the charges. Failure to pay the charge, as billed by the City, shall  
be deemed a violation of this chapter.

29 **SECTION 4:** Violations of this Ordinance shall constitute violations of the Huntington  
30 Park Municipal Code, and all penalties and remedies authorized under the Huntington Park  
31 Municipal Code shall apply to violations of the provisions of this Ordinance.

32 **SECTION 5:** This Ordinance is exempt from the California Environmental Quality Act  
33 (“CEQA”), in that this Ordinance does not constitute a “project” under CEQA and is exempt  
34 pursuant to CEQA Guidelines section 15378(b)(4), and further there is no likelihood of this

1 Ordinance resulting in a significant negative impact on the environment, and is therefore  
2 also exempt from CEQA pursuant to CEQA Guidelines section 15060(c)(2).

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

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

13 **SECTION 8:** This Ordinance shall take effect thirty 30 days after final passage by the  
14 City Council.

15 **SECTION 9:** The City Clerk shall certify to the passage of this Ordinance and shall  
16 cause the same to be published in the manner prescribed by law.

17 **PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of June, 2019.  
18

19  
20 \_\_\_\_\_  
Karina Macias, Mayor

21 **ATTEST:**

22  
23 \_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

24 **APPROVED AS TO FORM:**

25  
26 \_\_\_\_\_  
Arnold M. Alvarez-Glasman  
City Attorney  
27  
28

# **CITY OF HUNTINGTON PARK**

## **City Council Meeting Agenda Tuesday, June 18, 2019**

### **REGULAR AGENDA**

#### **CITY MANAGER**

- 5. Consideration and Approval to Renew Employment Agreement with Chief of Police**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve renewal of employment agreement with Chief of Police Cosme Lozano; and
2. Authorize City Manager to execute agreement.

**- ITEM AVAILABLE MONDAY, JUNE 17, 2019 -**



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

June 18, 2019

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 RESOLUTIONS ADOPTING THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2019-20 OPERATING AND CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND OTHER RELATED ACTIONS AND ESTABLISHING THE APPROPRIATION LIMIT FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

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

1. Resolution No. 2019-13, Adopting a Budget for the Fiscal Year Commencing July 1, 2019 and ending June 30, 2020, Making Appropriations for the Conduct of City of Huntington Park Government, Establishing Policies for the Administration of the Adopted Budget, and for other Budget Related Purposes; and
2. Resolution No. 2019-14, Establishing the Appropriation Limit Pursuant to the Provision of the California Constitution Article XIII B for the Fiscal Year Beginning July 1, 2019 and ending June 30, 2020.

Presented for City Council's consideration and adoption is the City of Huntington Park's Fiscal Year 2019-20 Annual Operating and Capital Improvement Program Budget.

A summary of Estimated Revenues and Appropriations (Expenditures) by Fund are attached to the budget resolution as Exhibit A. A complete listing of full-time positions and part-time positions is attached to the budget resolution as Exhibit B. The complete Fiscal Year 2019-20 Operating and Capital Improvement Program (CIP) Budget is attached as Exhibit C.

A presentation detailing the Fiscal Year 2019-20 Estimated Revenues and Appropriations will be presented to the City Council during the June 18, 2019 City Council Meeting.

**CONSIDERATION AND APPROVAL OF RESOLUTIONS ADOPTING THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2019-20 OPERATING AND CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND OTHER RELATED ACTIONS AND ESTABLISHING THE APPROPRIATION LIMIT FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

June 18, 2019

Page 2 of 2

Respectfully submitted,



RICARDO REYES  
City Manager



NITA MCKAY  
Director of Finance & Administrative Services

**ATTACHMENT(S)**

- A. Resolution No. 2019-13.
- B. Resolution No. 2019-14.

# ATTACHMENT "A"



1 and City ordinances, resolutions and all financial and procurement  
2 policies without exception.

3 IV. Creation of Funds: Each and every Fund listed in the attached  
4 preliminary budget is hereby created, continued, established, and/or  
5 reestablished as the case may be, and each Fund shall constitute a  
6 distinct accounting entity.

7 V. Budgeted Funds: This annual budget resolution shall apply to all funds  
8 except for new appropriations for which legislative action by the City  
9 Council is required.

10 VI. Budget Adjustments within Funds: Transfers of amounts herein  
11 appropriated with departments, between departments and within the  
12 various funds herein created shall require the approval of the City  
13 Manager **provided** that the total appropriation for each Fund is not  
14 exceeded.

15 VII. Budgetary Fund Balances: The transfer of any amount from one Fund to  
16 another Fund and/or the appropriation of funds from Fund Balances  
17 shall only be made pursuant to this budget resolution or subsequent  
18 official action of the City Council. Such transfer and/or appropriations  
19 shall be considered amendments to the budget for the Fiscal Year  
20 commencing July 1, 2019 and ending June 30, 2020.

21 **SECTION 3.** That **certain** unexpended balances for previously authorized  
22 construction/improvement work and purchase orders for goods and services that  
23 have been initiated but not completed at June 30, 2019 or at the close of the Fiscal  
24 Year 2018-19 as determined by the Director of Finance & Administrative Services,  
25 may be carried over **provided** that the Department Director/Chief/Head has taken  
26 care and action to initiate such encumbrance requests for the Fiscal Year beginning  
27 July 2019 and ending June 2020.

28 **SECTION 4.** This Resolution shall take effect upon adoption. The City  
Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of June, 2019.

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

ATTEST:

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

# **Resolution 2019-13**

## **EXHIBITS A –C**

**- AVAILABLE MONDAY, JUNE 17, 2019 -**

# ATTACHMENT "B"





# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

June 18, 2019

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 FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR MEDIA TECHNICIAN SERVICES**

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

1. Approve first amendment to contract services agreement with Mr. Joel Gordillo for media technician services extending term for another three (3) years. Upon conclusion of the term, this agreement to come back to Council for review and approval; and
2. Authorize City Manager to execute agreement.

### **BACKGROUND**

On July 5, 2016, the City of Huntington Park entered into an agreement with Mr. Joel Gordillo an independent contractor as a media technician. Joel has performed media technician services for the City of Huntington Park on a contractor basis since 2001. In this capacity, Mr. Gordillo attends all regular and special City Council meetings and records the meetings for broadcast on the City's local cable access channel and City website. In addition, Mr. Gordillo operates all audio/visual equipment in the Council Chambers during meetings.

The current agreement is set to expire on July 5, 2019. Staff recommends Mr. Gordillo continue providing these services under the first amendment to the contract services agreement for an additional three-year term effective July 6, 2019 ending July 6, 2022. Upon conclusion of the term, this agreement to come back to Council for review and approval.

### **FISCAL IMPACT/FINANCING**

\$19,800 for this service is included in the Fiscal Year 2019-20 budget in account number 111-1010-411.56-41, contractual services.

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR MEDIA TECHNICIAN SERVICES**

June 18, 2019

Page 2 of 2

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES  
City Manager

A handwritten signature in blue ink, appearing to read 'Donna G. Schwartz', with a flourish at the end.

DONNA G. SCHWARTZ  
City Clerk

**ATTACHMENTS**

A. First Amendment to Contract Services Agreement with Mr. Joel Gordillo.

# ATTACHMENT "A"



## **FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT**

(Engagement: Media Technician Services)  
(Parties: City of Huntington Park and Joel Gordillo)

THIS FIRST AMENDMENT TO AGREEMENT (“Agreement”) is made and entered into this **18<sup>th</sup> day of June 2019**, (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Joel Gordillo (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.

### **RECITALS**

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

**WHEREAS**, Contractor was retained to provide Media Technician services for the City:

**WHEREAS**, on or about July 5, 2016, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Media Technician Services Agreement) (hereinafter, the “Agreement”) which is attached hereto as Exhibit “A”;

**WHEREAS**, The City requests to extend agreement for an initial three (3) year term, effective July 6, 2019 ending July 6, 2022. Upon the conclusion of the Term, this Agreement to come back to Council for review and approval, unless terminated by either party.

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

1. Except as otherwise set forth in this First Amendment, the terms of the Agreement shall control. This First Amendment Agreement with the Contract Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Ricardo Reyes  
City Manager

**JOEL GORDILLO:**

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

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

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

**ATTEST:**

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

DRAFT



CONTRACT SERVICES AGREEMENT  
(Engagement: Media Technician Services)  
(Parties: City of Huntington Park and Joel Gordillo)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 5<sup>th</sup> day of July 2016, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Joel Gordillo (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.

RECITALS

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

WHEREAS, CITY requires assistance with providing media technical services in connection with official meetings and events of the City and cable channel; and

WHEREAS, CONTRACTOR represents that it is fully qualified to perform such media technical services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONTRACTOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its regular meeting of July 5, 2016.

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 an initial term of three (3) years, unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement to come back to Council for review and approval, unless terminated by either party. 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: During the term of this Agreement and any extension term provided herein, CONTRACTOR shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in **Exhibit "A"**. CONTRACTOR further agrees that the total compensation for work performed during the initial term of this agreement, inclusive of any extension term, shall not exceed the sum total of NINETEEN THOUSAND EIGHT HUNDRED (\$19,800) (hereinafter, the "Contract Price"), a year, unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of the Finance Department. In the event CONTRACTOR's charges are projected to exceed the Contract Price 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 Contract Price 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 and the reimbursable out-of-pocket expenses incurred. 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 fifteen (15) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in 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 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, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 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 and the Assistant City Manager (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: CONTRACTOR hereby designates Joel Gordillo 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 subcontractors and subconsultants) 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, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants 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, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. 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.

**[SECTION III LEFT BLANK INTENTIONALLY]**

**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, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 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 subcontractor 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 subcontractors 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, by written notice to CONTRACTOR, immediately terminate this Agreement, in whole or in part, at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure

the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon

a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The 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. The 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.

H. If it is determined that the termination for default is deemed to be the responsibility of the City, then it shall be converted to a termination for convenience.

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 subcontractors and subcontractor 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 subcontractor or subcontractor 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:**  
[ADDRESS ON FILE]

**CITY:**  
City of Huntington Park  
City Manager's Office  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Edgar P. Cisneros, City Manager  
Phone: (323) 584-2222  
Fax: (323) 584-6313

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 subcontractors), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors 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 two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

**[SIGNATURE PAGE TO FOLLOW]**

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: Edgar Cisneros  
Edgar P. Cisneros, City Manager

**JOEL GORDILLO:**

By: [Signature]  
Name: Joel Gordillo  
Title: Medin Technician

**APPROVED AS TO FORM:**

By: Arnold Alvarez-Glasman  
Arnold Alvarez-Glasman, City  
Attorney

## **EXHIBIT "A"** **SCOPE OF WORK**

The CONTRACTOR's duties shall include, but not be limited to, the following:

- Attend all regular and special City Council meetings
- Perform such services at additional official meetings at the request of the City Clerk or City Manager up to one meeting a month
- Record meetings using City equipment
- Operate A/V equipment in Council chambers during meetings
- Manage programming on City's local access cable channel
- Load Council meeting video to local access cable channel
- Film City-sponsored events, as-needed
- Produce DVDs of Official/Council meetings and provide to City Clerk
- All video content is property of the City of Huntington Park and must be provided to the City upon request

With respect to the management of programming for the City's local access cable channel:

1. The Parties recognize the local cable access channel is an invaluable community resource but also recognize that the proper use of this resources requires the careful development of rules and procedures that fairly and lawfully address issues relating to equal access, the proper use of public resources, the use of public resources as relates to political campaigns, obscenity issues and the balancing of First Amendment speech issues with the City's own public policy objectives. To this end, CONTRACTOR agrees to comply with City's policies and procedures governing the use of the local cable access channel.

2. The City Representatives reserve the right to modify or otherwise amend CONTRACTOR's proposed programming in their sole and absolute discretion.

3. Following the execution of the Agreement, the City Representatives shall set forth a schedule of performance which, among other things, shall set forth the deadline for providing written proposals to the City, deadlines for the development of rules and regulations for the operation of public access channel.



# CITY OF HUNTINGTON PARK

Administration  
City Council Agenda Report

June 18, 2019

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 TO AWARD PROFESSIONAL SERVICES AGREEMENT (PSA) FOR SPANISH TRANSLATION SERVICES FOR CITY COUNCIL MEETINGS**

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

1. Approve Professional Services Agreement with STC Interpreting & Translation for Spanish Translation Services for regular city council meetings, special city council meetings and other meetings for an initial period of two (2) years at an amount not to exceed \$30,000. Upon conclusion of the term, this agreement to come back to Council for review and approval; and
2. Authorize City Manager to execute agreement.

### **BACKGROUND**

The current Spanish Translation Services Agreement is set to expire August 8, 2019. Cost is expected to increase for Fiscal Year 2019-2020. Staff went out for Request for Qualifications (RFQ) to seek the most competitive pricing by mailing the RFQ to 12 translation agencies on May 2, 2019 with a closing date of May 23, 2019.

Staff received two RFQs from the following:

STC Interpreting & Translation  
Reliable Translations, Inc.

After review of both RFQs staff finds STC Interpreting & Translation to be the more competitive bid and recommends awarding the agreement to STC Interpreting & Translation.

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT (PSA) FOR SPANISH TRANSLATION SERVICES FOR CITY COUNCIL MEETINGS**

June 18, 2019

Page 2 of 2

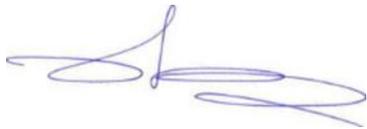
**FISCAL IMPACT/FINANCING**

Funding of \$30,000 has been budgeted for Fiscal Year 2019-2020 in account code 111-1010-411.56-41 for contractual services.

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES  
City Manager

A handwritten signature in blue ink, appearing to read 'Donna G. Schwartz', with a flourish at the end.

DONNA G. SCHWARTZ  
City Clerk

**ATTACHMENT(S)**

- A. RFQ
- B. List of Agencies
- C. RFQs Received
- D. DRAFT Professional Services Agreement (PSA) for Spanish Translation Services.

# ATTACHMENT "A"



2019

REQUEST FOR QUALIFICATIONS (RFQ)

TO PROVIDE

**“TRANSLATION SERVICES”**

FOR OFFICIAL MEETINGS AND EVENTS

OF THE

CITY OF HUNTINGTON PARK

The City of Huntington Park (“City”) is seeking Request for Qualifications (RFQs) and cost proposals to provide Spanish Translation Services for official meetings and events, as specified in this RFQ.

## **SUBMITTAL SCHEDULE**

RFQ Issued:	May 2, 2019
Deadline to Receive Proposals:	May 23, 2019 By 2:00 p.m.

### **I. GENERAL INFORMATION**

#### **A. Proposal Validity**

The proposer’s pricing shall be valid for a minimum of 90 days.

#### **B. Request for Information**

Questions regarding this RFQ are for clarification purposes only and are to be directed by email to: Donna Schwartz, City Clerk at [dschwartz@hpca.gov](mailto:dschwartz@hpca.gov). If a proposer requests additional information or clarification from the City, the request and the City’s response shall be sent to all proposers via email.

#### **C. Submission**

Proposals must be received by the Office of the City Clerk in a sealed envelope with the title of the RFQ clearly labeled along with the name and address of the firm. The submittal packet shall include only one (1) original of the proposal. **(USE OF THE CITY SEAL IS PROHIBITED)**

#### **D. Late Submittals**

It is strongly recommended that proposals be delivered in person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by facsimile or electronic mail.

#### **E. Responsiveness**

All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFQ. Firms are notified that failure to comply with any part of the RFQ may result in the rejection of the submittal as non-responsive. The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.

#### **F. Costs**

The City will not be liable for any costs incurred by the proposer in preparing and responding to this RFQ. The proposer shall not include any pre-contractual expenses as part of the proposed cost, including cost for a Business License.

## **G. Public Record**

All proposals submitted in response to this RFQ will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and the City shall be under no obligation to the proposer to withhold such records. Insofar as a proposal contains information that the proposer regards as proprietary and confidential, it shall be the responsibility of the proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the proposer to merely identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under (F) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

## **F. Right to Request Additional Information**

During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. ***At the discretion of the City, firms submitting proposals may be requested to perform and/or make oral presentations as part of the evaluation process.***

## **G. Additional Services**

The Scope of Services describes the minimum baseline level of services required for the services contemplated under this RFQ; however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Services may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFQ.

## **F. Confidential Information**

City reserves the right to make copies of a proposer's proposal available for inspection and copying by members of the public (including proposals which may contain information the proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the proposer has specifically identified as being proprietary and confidential, City shall notify the proposer in writing of its intent to release such information and the proposer shall have five (5) working days after City's issuance of its notice to give City written notice of proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5<sup>th</sup> day following City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent

jurisdiction; or (iii) the proposer's objection notice fails to include a fully executed indemnification agreement wherein the proposer agrees to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the proposer wishes to withhold. Again, the proposer must specifically identify the information it deems proprietary.

## **SCOPE OF SERVICES**

### **Contractor to perform the following services:**

- Spanish language interpretation
- Contractor shall attend all regular City Council meetings, Special meetings, Planning Commission meetings and any event deemed necessary upon the request of the City
- All equipment necessary for the interpretation services, including simultaneous translation model for English and Spanish (up to 100 Wireless Headsets & Receivers); and
- Procuring a business license. (Cost not included in proposal)

## **II. RESERVE RIGHTS**

The City reserves the right to reject any and all proposals received as a result of this RFQ. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

The City will begin contract negotiations with the firm determined to be the most qualified. In the event that a contract cannot be negotiated with the first firm, the City reserves the right to negotiate with the next qualified firm(s) until a contract can be reached.

## **III. PROPOSAL SUBMITTAL (USE OF THE CITY SEAL IS PROHIBITED)**

One (1) original hard copy of the *proposal* shall be presented in a sealed envelope with the title of the RFQ clearly labeled. The envelope shall bear the name, and address of the individual or entity submitting the proposal and shall be addressed as follows:

Office of the City Clerk  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Proposals can be hand delivered or mailed to the address listed above. Proposals will not be accepted by fax or e-mail.

#### **IV. STAFF CONTACT**

For inquiries, contact Donna Schwartz, City Clerk at [dschwartz@hpca.gov](mailto:dschwartz@hpca.gov).

**Issued by:**

CITY OF HUNTINGTON PARK

CITY MANAGER'S OFFICE

---

Ricardo Reyes, City Manager

# ATTACHMENT "B"

## Translation Agencies

American Language Services (ALS)  
1849 Sawtelle Blvd, Ste. #600  
Los Angeles, CA 90025

Gerardo A. Martinez  
P.O. Box 1106  
Sun Valley, CA 91353-1106

Continental Interpreting  
3250 Wilshire Boulevard, Suite 900  
Los Angeles, California 90010

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

Reliable Translations, Inc.  
121 W. Lexington Dr. Ste. L106D  
Glendale, CA 91203

Hilda Estrada  
2851 Montrose Avenue, Unit 3  
La Crescenta, CA 91214

STC Interpreting & Translation  
1641 1/2 Westwood Blvd.  
Los Angeles, CA 90024

Lux Translation Services  
8484 Wilshire Blvd, #515  
Beverly Hills, CA 90211

Professional Interpreting, LLC  
16200 Glencove Dr.  
Hacienda Heights, CA 91745

Helen Ruiz Interpreting Services  
14730 Beach Blvd., #224  
La Mirada, CA 90638

Ace Interpreter & Translation  
13205 Fonseca Avenue  
La Mirada, CA 90638

MendWord Translation Services  
2531 Sawtelle Blvd.  
Los Angeles, CA 90064

# ATTACHMENT "C"

## PROPOSAL

INTERPRETING AND TRANSLATION  
SERVICES

### STC INTERPRETING

9854 National Blvd. # 359  
Los Angeles, CA 90034  
310-528-9474

**TAX ID:** [REDACTED]

Attn: Donna G. Schwartz  
City of Huntington Park

DATE: 05/05/2019

PROPOSAL No. 2243

Hello dear Donna,

We would like to present our proposal for Translation and Consecutive and Simultaneous Interpretation.

#### **Written Translation:**

We charge \$0.10 per word for Spanish and \$0.12 for languages other than Spanish. (Japanese, Korean and Hmong will be \$0.14 per word).

We have minimum of \$25.00 per request.

#### **Oral Interpretation:**

For Qualified Spanish Consecutive interpretation will be \$100.00 per hr. with a minimum of 2 hrs.

Spanish Simultaneous will be \$100.00 per hr. with a minimum of 2 hrs. (\$200.00)

Court Certified interpreters will be \$125.00 per hr. with a minimum of 3 hrs. (\$375.00)

For languages other than Spanish will be:

Qualified interpreters \$125.00 per hr. with a minimum of 3 hrs.

Court Certified interpreters will be \$150.00 per hr. with a minimum of 3 hrs. (\$450.00)

#### **Equipment:**

\$50.00 per transmitter

\$5.00 per receiver

We honor a 24 hrs. cancellation policy.

Please let us know if you need any other information.

Silene Conceicao

# Response to Request for Qualifications

## Reliable Translations, Inc.

121 W. Lexington Drive, Suite L-106-D  
Glendale, CA 91203

Main Phone: (818) 484-8673

Fax: (818) 484-8637

PREPARED FOR:

Donna G. Schwartz, CMC  
City Clerk  
Office of the City Clerk  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park Avenue  
Huntington Park CA 90255  
dschwartz@hpca.gov

REGARDING:

**CITY OF HUNTINGTON PARK  
2019  
REQUEST FOR QUALIFICATIONS (RFQ)  
TO PROVIDE TRANSLATION SERVICES FOR OFFICIAL MEETINGS AND EVENTS  
OF THE CITY OF HUNTINGTON PARK**

DEADLINE FOR PROPOSALS: May 23, 2019 by 2:00 p.m.

Dear Ms. Schwartz,

This will address the RFQ noted above.

Reliable Translations, Inc., is an agency providing top quality interpretation and translation services. We are based in Glendale California. We have examined the RFQ and submit our Proposal here.

**SCOPE OF WORK**

We understand and will fulfill the SCOPE OF WORK which requires we provide Spanish interpreting, either consecutive or simultaneous, per the City's request, by attending all regular City Council meetings, Special meetings, Planning Commission meetings and any event deemed necessary, upon request of the City.

We have and will provide rental of all equipment necessary for the simultaneous interpreting services, for English and Spanish (up to 100 Wireless Headsets & Receivers).

We agree to acquire a Business License from the City of Huntington Park prior to beginning delivery of services.

We will charge an hourly rate of \$70.00/hour per interpreter, with each meeting having a 2-hour minimum. We will not charge mileage fees for miles driven, nor for driving time to or from assignments.

In the event an event is scheduled for a period of 3 hours or more, in keeping with standard industry practice, we will send and charge for a second (partner) interpreter who will alternate with the first in such a way that each can remain fresh and able to interpret at optimum. This applies only to assignments utilizing simultaneous interpreting. Consecutive interpreting will require one interpreter, not a pair, where the event runs 3 or more hours.

In the event a meeting exceeds the anticipated length, we will charge at the same hourly rate, with no surcharge added, in 15-minute increments, rounded to the nearest 15 minutes. Thus, an additional 15 minutes would be charged  $\$70/4=\$17.50$

Location: We will need to be furnished the location of each assignment, including the street number and the room or hall assignment for the meeting.

#### Interpreting Equipment

For each assignment requiring equipment, we will need to know at least 48 hours in advance the number of receivers with headsets that will be required for that meeting. We will provide up to 100 for each meeting.

For each receiver/headset we will charge \$2.50 rental per assignment.

For each assignment we will provide one or more portable transmitters with microphone as required and will charge \$55 per transmitter per assignment.

A table and at least two chairs should be provided for the interpreters at the side or rear of the venue, where they will be able to hear, but their voices while interpreting will not be intrusive for others

IF THE CITY PROVIDES AN ASSISTANT TO DISTRIBUTE HEADSETS TO ATTENDEES AS THEY ARRIVE, LOG EQUIPMENT OUT AND AT COMPLETION COLLECT IT UP AND LOG THEM BACK IN, WE WILL NOT NEED TO ADD THE ADMINISTRATIVE TIME FOR THE INTERPRETERS TO DO THIS FUNCTION. IF THE INTERPRETER(S) NEED TO HAND OUT AND RECOVER THE EQUIPMENT, THEN THEY WILL NEED TO ARRIVE EARLY ENOUGH TO HAND THEM OUT PRIOR TO THE MEETING AND STAY LONG ENOUGH TO COLLECT THEM UP. IN THAT SITUATION, THEIR TIME IS CHARGED AT THE SAME RATE. DURING THE PERIOD OF INTERPRETING, HOWEVER, THE INTERPRETERS ARE NOT ABLE TO PERFORM THE EQUIPMENT CONTROL FUNCTION.

THE CITY OF HUNTINGTON PARK WILL BE RESPONSIBLE FOR REPLACEMENT COST OF LOST OR BROKEN INTERPRETING EQUIPMENT AT \$200/TRANSMITTER AND \$75 FOR EACH RECEIVER. A LOG OUT/IN SHEET WILL BE PROVIDED TO ACCOUNT FOR EQUIPMENT DISTRIBUTED AND COLLECTED UP AFTER EACH EVENT.

**Each assignment will have a 24-hour cancellation notice requirement. This means that if an assignment is cancelled with less notice than that, the charges for that event are made in full as if it had occurred, including the charges for the requested equipment.**

**An invoice will be issued after each event itemizing the**

**Date    Event    Starting time    Ending time    Number of Headsets Ordered and the equipment charges made.**

If an accounting of charges once per week or biweekly is preferred by the City, we will make those arrangements, itemizing the interpreting and equipment usage for that period.

We request reference materials be provide to the interpreter(s) in advance so they can be as prepared as well as possible for the event. Topic, agenda, any handouts or informational sheets would be helpful.

Our Finance Director is Modesto Rodriguez at [FinanceDirector@rtitrans.com](mailto:FinanceDirector@rtitrans.com) and he would be the contact for invoicing and payment.

Best regards



Larry Marshall  
Operations Manager

Reliable Translations, Inc.  
121 W. Lexington Drive, Suite L106D  
Glendale, CA 91203

"We Speak Your Language"

Desk: (818) 484-8673

Fax: (818) 484-8637

[LarryM@RTITran.com](mailto:LarryM@RTITran.com)

[www.LAReliableTranslations.com](http://www.LAReliableTranslations.com)

# ATTACHMENT "D"



PROFESSIONAL SERVICES AGREEMENT  
(Spanish Translation Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this **1<sup>st</sup> day of July, 2019** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“City”) and **STC Interpreting** (hereinafter, “Contractor”). For the purposes of this Agreement City and Contractor may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to City or Contractor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

**WHEREAS**, CONTRACTOR represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

**WHEREAS**, CONTRACTOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of June 18, 2019.

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

**1. Duties**

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

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

c. Contractor agrees and shall be required to provide sufficient interpreter broadcast units for each City Council meeting. The exact number will vary for each City

Council meeting depending upon the number of people who attend and require Spanish translation services. To the extent the number of units required at a City Council hearing exceeds the number of units provided by Contractor, Contractor shall be required to provide the additional units at Contractor's expense at the next City Council meeting.

## **2. Scope of Services**

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

## **3. Schedule of Compensation**

Schedule of Compensation is set forth in "EXHIBIT B." The total compensation for the services provided under this Agreement shall not exceed \$30,000 per year.

PAYMENT OF COMPENSATION: On the first of each month, CONTRACTOR shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. 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 pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

## **4. Schedule of Performance**

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

## **5. Term**

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

## **6. Termination**

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

## **7. Abandonment by Contractor**

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

## **8. Assignment**

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

## **9. Independent Contractor Status**

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

## **10. Indemnification**

The City and Contractor agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the

absence of Contractor's commitment to indemnify, defend and protect City as set forth herein. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

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

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

#### **12. Attorneys' Fees**

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

#### **13. Successors and Assigns**

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

#### **14. No Third Party Benefit**

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

#### **15. Severability**

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

#### **16. Amendment; Modification**

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

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

**CITY OF HUNTINGTON PARK:**

**STC INTERPRETING:**

By: \_\_\_\_\_  
Ricardo Reyes  
City Manager

By: \_\_\_\_\_  
Silene Conceicao

**APPROVED AS TO FORM:**

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

DRAFT

## EXHIBIT "A"

### SCOPE OF SERVICES

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

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

## EXHIBIT "B"

### SCHEDULE OF COMPENSATION

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

**A. REGULAR CITY COUNCIL MEETINGS**

Hourly rate: \$100 per hour for regular meetings (minimum of two hours).

**B. CITY COUNCIL SPECIAL MEETINGS**

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

**C. COMMUNITY EVENTS**

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

**D. OTHER MEETINGS AS REQUESTED BY THE CONTRACT OFFICER**

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

**E. EQUIPMENT (Charged per number of units used.)**

\$50.00 per transmitter

\$5.00 per receiver

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

A. The work performed

B. The date

C. The rate charged per hour and rate charged for equipment.

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

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

**III. The total compensation for the Services shall not exceed \$30,000 per year as provided in Section 3 of this Agreement.**

**EXHIBIT "C"**

**SCHEDULE OF PERFORMANCE**

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

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

DRAFT



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

June 18, 2019

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 A BUDGET APPROPRIATION FOR REPAIRS OF THE MAINLINE SEWER ON ZOE AVENUE BETWEEN ALAMEDA STREET AND ALBANY STREET**

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

1. Approve an appropriation in the amount of \$131,250 from Account No. 283-8040-432.43-20 to pay Tunnelworks Services Inc. to line the mainline sewer using Cured in Place Pipe;
2. Approve an appropriation in the amount of \$50,000 from Account No. 111-8020-432.76-03 (Fund Balance) to repair the section of the mainline sewer that has an electrical conduit going thru the 8-inch mainline sewer pipe;
3. Authorize City staff to take pictures and document the labor hours, equipment and material used to repair the junction of the mainline sewer and the electrical conduit for cost recovery purposes; and
4. Authorize the City Manager to approve Tunnelworks Services Inc.'s purchase order and the purchase order for the repairs to the mainline sewer and conduit repairs and for the Finance Department to execute all necessary documents to make the necessary payments to the contractors involved in the repairs to the mainline sewer.

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

At the April 12, 2019 Special City Council meeting, the City Council granted and authorized the City Manager pursuant to Municipal Code Section 2-5.13 Emergency purchase, to proceed without solicitation of bids to make the necessary repairs of the mainline sewer along Zoe Avenue between Alameda Street and Albany Street due to structural failures at seven (7) locations (see Attachment A).

## **CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION FOR REPAIRS OF THE MAINLINE SEWER ON ZOE AVENUE BETWEEN ALAMEDA STREET AND ALBANY STREET**

June 18, 2019

Page 2 of 4

Engineering staff identified a utility line break inside the City's mainline sewer adjacent to the Los Angeles County Flood Control District (LACFCD) Aloe Drain Pump Station Asset (MMS) No: F0106933, located at the southeast corner of Alameda Street (parallel street) and Zoe Avenue. Engineering investigated the causes of past pavement failures on Zoe Avenue that were included in an underground utilities report that depicted the potential issues stemming from the mainline sewer on Zoe Avenue as a contributor to the distress of the trench section by water infiltration, inducing hydro-collapse, particle migration and removal of fines of the backfill materials within the storm drain trench. Videoing the mainline sewer within the project area confirmed that there was a break in the City's sewer system and needed to address the concerns prior to resurfacing the street segment of Zoe Avenue between Alameda Street and Albany Street.

The video survey resulted in identifying a collapsed section of the sewer broken by an underground utility line that appears to be the electrical service sweep to the transformer at the LACFCD Pump Station. Engineering staff contacted both Los Angeles County Department of Public Works (LACDPW) and Southern California Edison (SCE) to address our concerns. SCE representatives have not confirmed the ownership of the conduit though confirmed that a power outage will be required to complete the sewer repair at this one location.

City staff notified LACDPW of the damage to the City's mainline sewer and LACDPW responded that it did not believe that it is responsible for the repairs. Thus, the concern to repair the mainline sewer in a timely manner has been delayed due to independent communication between the City and SCE and LACDPW. Coordination continues to take place with SCE and LACDPW.

Moving the project forward, City staff reviewed the option of excavating and repairing the collapsed sewer segments that ranged from 1 to 3 feet or structurally line approximately 1,475 linear feet of sewer. The cost to make the repairs at the damaged sections and lining the 8-inch sewer pipe were extremely close; \$132,876 (Attachment C) to repair the collapsed segments versus \$131,250 (Attachment B) to line the pipe. Staff chose the lining of the pipe. Cured in Place Pipe (CIPP) products generally have a design life of 50 years. CIPP lining is one of several sewer line rehabilitation methods using trenchless technology. CIPP lining can be used to repair the damaged sewer line without excavating or digging large trenches. Instead, the damaged sewer line is fixed using just one access through the sewer manholes. Tunnelworks Services, Inc. submitted the proposal to line the mainline sewer.

Additionally, staff recommends the allocation of \$50,000 from Account No. 111-8020-432.76-03 to repair the section of the mainline sewer that has the electrical conduit going thru the 8-inch mainline sewer pipe. Staff will take pictures and document the labor hours, equipment and material used to make the necessary repairs for cost recovery purposes. Staff will coordinate with the City Attorney's Office to document and notify the responsible party of the damages to the City sewer system in order to pursue cost recovery.

# **CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION FOR REPAIRS OF THE MAINLINE SEWER ON ZOE AVENUE BETWEEN ALAMEDA STREET AND ALBANY STREET**

June 18, 2019

Page 3 of 4

It is anticipated that Public Works Maintenance operational and maintenance expenses will be reduced. Approval of this recommended action will increase the reliability and useful life of the sewers in the area and decrease the potential for sanitary sewer overflows.

## **LEGAL REQUIREMENT**

Public Contract Code, Division 2. General, Part 3. Contracting by Local Agencies, Chapter 2.5. Emergency Contracting Procedures [22050- 22050.]

22050.

- (a) (1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. (2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.
- (b) (1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

## **FISCAL IMPACT/FINANCING**

City staff obtained two quotes. Staff's recommendation is to line the mainline sewer utilizing CIPP technology. In order to proceed, staff requests an appropriation of \$131,250 from Account No. 283-8040-432.43-20 to pay Tunnelworks Services Inc. to line the mainline sewer. In addition, staff is requesting an appropriation of \$50,000 from Account number 111-8020-432.76-03 to repair the section of the mainline sewer that has the electrical conduit going thru the mainline sewer pipe. The damaged section of sewer mainline is within the Zoe Avenue Trench and Pavement Repair Project, CIP 2018-10 and believes the \$650,000 received from Los Angeles County in the prior fiscal year to repair is an eligible expense and will be recouped through cost recovery from the responsible agency.

**CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION FOR  
REPAIRS OF THE MAINLINE SEWER ON ZOE AVENUE BETWEEN ALAMEDA  
STREET AND ALBANY STREET**

June 18, 2019

Page 4 of 4

**CONCLUSION**

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES  
City Manager



DANIEL HERNANDEZ  
Director of Public Works

**ATTACHMENT(S)**

- A. Zoe Ave sinkholes Mediation Exhibit 2019
- B. Tunnelworks Service, Inc. proposal – CIPP lining
- C. Doty Bros Construction Co Proposal

# ATTACHMENT "A"

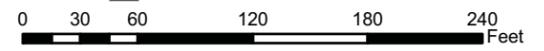
# ZOE AVENUE SINKHOLES



19-0411

### Legend

- 1 City Repaired (4-2-12)
- 2 City Repaired (5-7-13)
- 3 County Repaired (9-10-13)
- FCD Drain
- Water
- Sewer
- Approximate Excavation Location
- 4 Sewer Break 2019



# ATTACHMENT "B"



# QUOTE

## Trenchless Sewer Repair

*Tunnelworks Services inc. Lic # 963734*

QUOTE #1458

DATE: MAY 6, 2019

31952 Via Montura, SJC, CA 92675  
Phone 949-662-5798  
tsrtrenchless@gmail.com

WWW.TSR-TRENCHLESS.COM

TO City of Huntington Park Public Works  
Zoe Ave CIPP job  
Daniel Hernandez

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					3 weeks	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		Cipp lining on 1,475 ft of 8 inch main line on Zoe Ave. (footage taken from Video clips provided)The cost is \$78 a ft-\$115,050 and there will be 36 reinstatements of lateral tie ins at \$450 a tie in-\$16,200. Includes traffic control, sewer water bypass during job, cleaning of pipe, and after camera of entire line. Does not include cost of permit, any third party testing, and public notifications.			\$131,250

Spec sheet of material will be provided

DEPOSIT

TOTAL

\$131,250

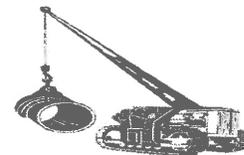
Quotation prepared by: Bob Biedermann

To accept this quotation, sign here and return: \_\_\_\_\_

SCAN AND RETURN TO [tsrtrenchless@gmail.com](mailto:tsrtrenchless@gmail.com)

**THANK YOU FOR YOUR BUSINESS!**

# ATTACHMENT "C"



**PROPOSAL**

May 1, 2019

**City of Huntington Park  
2000 Main Street  
Huntington Park, Ca**

**Reference: Spot repair 6 sections for a total of 6 repairs. Mainline Sanitary Sewer Repairs on Zoe Ave-Alameda St to Albany St.  
Proposal No. 10190430c**

Dear Cesar Roldan,

Thank you for providing Doty Bros. Construction Co. ("DBCC") with the opportunity to submit its price to perform its work on the above referenced project.

DBCC proposes to provide Mainline Sanitary Sewer Repairs on Zoe Ave-Alameda St to Albany St repairs at 6 locations.

DBCC has prepared its proposal and is submitting its price based on its receipt of drawing sheets sent to Glen Pool on 4/22/19 and per our phone conversation. No other documents shall define DBCC's work, or has been considered in the preparation of its price.

DBCC proposes to provide its work for the following price:

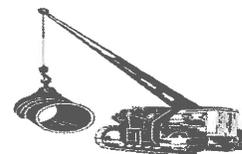
1) Section 1	\$ 22,375.00
2) Section 2	\$ 22,030.00
3) Section 3	\$ 22,030.00
4) Section 4	\$ 22,030.00
5) Section 5	\$ 22,381.00
6) Section 6	\$ 22,030.00

Total Bid Price..... \$ 132,876.00

For this proposal to be effective, we must receive your written acceptance within thirty (30) days from the date first written above. If your acceptance is not received within that period, this proposal shall be deemed revoked.

This proposal is an offer to provide services under these exact terms only and is limited to acceptance of these exact terms without modification. Any additional or different terms in your acceptance will be construed as proposals and will not become part of our contract with you unless we agree in writing to your additional terms. Until receipt of written acceptance, we retain the right to change or withdraw this proposal based on scope, site or contract conditions or terms not previously known.

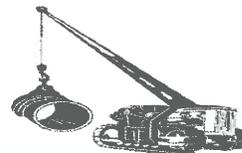
**WE EXCLUDE THE FOLLOWING:**



1. Costs for special permits or insurance, bonds, engineering, soil testing, field staking/survey, inspection, agency connection fees and/or assessments, or any City fees or charges.
2. Hydrostatic testing.

### **CLARIFICATIONS TO PROPOSAL:**

- Our proposal is based upon completing all work during normal working hours (Monday through Friday 7:00 AM to 5:00 PM -- no overtime).
- DBCC will not accept responsibility for damage to any unmarked or unknown substructures when reasonable care has been taken.
- After backfilling Doty is to base pave only
- All permanent resurfacing shall be by others. Temporary asphalt patch will be placed in all trench areas in existing paving.
- If we encounter any soils or material that are considered hazardous or contaminated by the Federal Government, the State of California or any other agency having jurisdiction or authority, any and all costs for the handling, storage, transportation, disposal, etc., is to be treated as an extra to the contract. These additional costs and the responsibilities for these materials will be paid for and assumed by others.
- Offsets as may be required due to existing utilities and/or substructures shall be handled as extra work and performed on a Time & Material/Cost Plus basis.
- When rock is encountered that cannot be excavated efficiently with the backhoe used on the job, alternate methods or means will be employed to excavate said rock. Such alternate methods are defined as the use of (1) larger backhoes, (2) hand held pneumatic hammers, (3) mobile mounted impact hammer, (4) rock drills and blasting and/or any other methods as may be deemed required. All costs incurred due to these alternative methods will be handled on a Time and Material basis to the contract.
- De-watering of excavations due to groundwater and/or perched water conditions will be handled as extra work and shall include the use of pumps, gravel/rock, well-points or whatever methods may be deemed as necessary.
- Our proposal is based upon one move-in to complete all work. Each additional move-in will be at \$3,500 each.
- Backfill is based on sand import to one foot over pipe. All remaining backfill shall be native materials, compacted in place per the "Green Book". If native materials are unsuitable for backfill, cost for purchase and placement of additional import materials shall be considered "extra".
- Our proposal is based upon unapproved plans and is subject to revision based upon issuance of signed/approved plans.
- If a Performance Bond is required, one will be provided at a premium rate of 1.5%.
- This proposal is based upon release of all retention money within thirty (30) days after completion of Doty's scope of work and not overall project completion.
- Any work that we have completed and has been accepted by the City of the appropriate agency and invoiced in a calendar month, unless otherwise specified above, is due and payable the following month in full with no retention held. Any invoices not paid when due shall draw interest at the rate of 1 1/2% per month (18% per annum.) until paid. If this rate exceeds the maximum rate allowed by law, the maximum legal rate shall apply.
- In the event that this agreement is placed with an attorney to enforce its provisions, the prevailing party shall be entitled to reasonable attorney fees and costs.
- This price is subject to the starting of construction within 60 days from this date.



- Adequate access to work site to be provided by the Owner/Agency.

This proposal is submitted with the Terms and Conditions Agreement, attached and together with the above referenced documents, if any, they form the Contract Documents. This proposal letter defines the scope and price, time (if any specified), and any project exclusions and clarifications and the Agreement represents the commercial terms, including standard clarifications and exclusions. If you accept DBCC's price and the terms of this proposal and the attached Agreement, please sign the Terms and Conditions Agreement and email back to our office at your earliest convenience along with the completed Request for California Preliminary Notice Information. Upon receipt of the signed Agreement by an authorized representative of your company and the California Preliminary Notice Information we will be able to proceed to schedule the work.

If you should have any questions or require further information please do not hesitate to call our office.

Very truly yours,

  
David Maestro

**Doty Bros. Construction Co.**

**Proposal**

**DOTY BROS. CONSTRUCTION CO.**

**Job Code: 10190430c**

**Description: 10190430c City of Huntington Park - Mainline Sanitary Sewer Repairs on Zoe Ave-Alameda St to Albany St**

**Job Code** 10190430c  
**Job Description** 10190430c City of Huntington Park - Mainline Sanitary Sewer Repairs on Zoe Ave-Alameda St to Albany St

**Job Location** Zoe Ave-Alameda St to Albany St  
**Job City** Huntington Park  
**Job County** Los Angeles  
**Job State** CA

**Bid Date**  
**Bid Time** 5:00:00 PM

		<b>Proposal</b>					
<b>Line No.</b>	<b>Pay Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total Price</b>	
		<b>Subtotal Description</b>					
1	01	Section 1 Zoe Ave	1.00	LS	22,375.00	22,375.00	
2	02	Section 2 Zoe Ave / Alley Way	1.00	LS	22,030.00	22,030.00	
3	03	Section 3 Zoe Ave	1.00	LS	22,030.00	22,030.00	
4	04	Section 4 Zoe Ave / Alley Way	1.00	LS	22,030.00	22,030.00	
5	05	Section 5 Zoe Ave	1.00	LS	22,381.00	22,381.00	
6	06	Section 6 Zoe Ave	1.00	LS	22,030.00	22,030.00	
					<b>Subtotal:</b>	132,876.00	
						<b>GRAND TOTAL:</b> 132,876.00	

**Proposal Certification**

**Submitted By:** David Maestro  
Doty Bros. Construction Co.  
(562) 864-6566 ext.285  
(562) 929-9368