

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, April 7, 2020

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

Eduardo “Eddie” Martinez
Council Member

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

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

PLEASE SILENCE ALL 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

Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20.

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hpca.gov.

PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hpca.gov or by telephone, by calling (323) 584-6230, up until 5:00 p.m. on the day of the meeting. Public Comments will then be read during public comment and made part of the record.

The City of Huntington Park thanks you in advance for your cooperation.

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. 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 Marilyn Sanabria
Council Member Eduardo "Eddie" Martinez

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S) - None

PUBLIC COMMENT

Pursuant to the Governor's Executive Orders, any emailed public comment will be read into the record at this time.

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 LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: Police Management Association (PMA)
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code Section 54957
One Matter

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One Matter

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

1. **Approve Minute(s) of the following City Council Meeting(s):**
 - 1-1. Emergency City Council Meeting held March 17, 2020 (5:30 start); and
 - 1-2. Regular City Council Meeting held March 17, 2020.

FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated April 7, 2020**

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

3. Authorize and Approve Employment Agreement for Public Works Director

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the City Manager's recommendation of candidate to serve in the position of Public Works Director.
2. Authorize the City Manager to execute an employment agreement for Public Works Director.

COMMUNITY DEVELOPMENT

4. RESOLUTION ISSUING EXECUTIVE ORDER NO. 04.07.2020 BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK RESTRICTING COMMERCIAL AND RESIDENTIAL EVICTIONS DUE TO THE SPREAD OF THE CORONAVIRUS DISEASE 2019.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution XXXX issuing Executive Order No. 04.07.2020 by the City Council restricting eviction of commercial and residential tenants due to the spread of the Coronavirus Disease 2019.

POLICE

5. APPROVE PURCHASE OF WIRELESS INFRASTRUCTURE FOR ICI MONTEBELLO - HUNTINGTON PARK LINK COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute an agreement with Wireless Infrastructure Services (WIS) and Motorola Solutions Inc. for the installation of a Cambium Networks 4ft Single POL Microwave Link, needed to connect the Police Department's dispatch center to the NEW ICI radio system;
2. Authorize the Chief of Police to purchase the new Microwave Link and coordinate the installation from Wireless Infrastructure Solutions (WIS); and
3. Approve a budget appropriation in the amount of \$54,634 to account number 229-7010-421.74-10, Asset Forfeiture Fund Capital Outlay, Equipment.

PUBLIC WORKS

6. Consideration and Authorization to accept an offer for the Lease Out of 1,200 Acre Feet of Water Rights with flex to Golden State Water Company

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager, or his designee, to enter into an Agreement with Golden State Water Company for the lease of 1,200 acre feet of water rights with flex (flex being the carryover privileges associated with the quantity leased water rights) or any portion thereof, and
2. Authorize City Manager or his designee to execute, in duplicate, any and all documents pursuant to the disposition of water lease rights for the City Water Utility.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Eduardo “Eddie” Martinez

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, April 21, 2020 at 6:00 P.M.

I.M. Susan Crum, 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 not less than 72 hours prior to the meeting. Dated this 3rd day of April, 2020.



M. Susan Crum, Acting City Clerk

MINUTES

Emergency Meeting of the
City of Huntington Park City Council
Tuesday, March 17, 2020

Sergeant at Arms read the Rules of Decorum before the start of the Emergency Meeting and the Regular Meeting.

The Emergency meeting of the City Council of the City of Huntington Park, California was called to order at 5:40 p.m. on Tuesday, March 17, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Raul Alvarez, Assistant City Manager/Acting Director of Public Works; Sergio Infanzon, Director of Community Development, Nita McKay, Director of Finance & Administrative Services; Cynthia Norzagary, Director of Parks & Recreation; and M. Susan Crum, Acting City Clerk.

PUBLIC COMMENT - None

CLOSED SESSION

At 5:40 p.m. Araceli Almazan, Legal, proceeded to define Government Code Section 54956.5 before moving onto Closed Session regarding a Local Emergency due to the Epidemic Created by the COVID-19 virus.

1. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

Consultation with City Manager, Police Chief, City Attorney and other related City officials

The City Council agreed to call for an Emergency meeting with the majority of the body in favor.

Motion: Council Member Ortiz moved to call the Emergency meeting, seconded by Council Member Pineda. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): None

Araceli Almazan, legal further announced that a Two-Thirds (2/3) vote is now required to go into Closed Session under Government Code Section 54956.5.

Motion: Council Member Ortiz moved to go into Closed Session, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

At 5:42 p.m. Mayor Macias, recessed to closed session.

At 5:58 p.m. Mayor Macias reconvened to open session.

CLOSED SESSION ANNOUNCEMENT

Araceli Almazan, Legal announced with all Council Members present, Resolution 2020-41, a Resolution declaring and proclaiming the existence of a local emergency due to the effects of COVID-19 virus and the effects and impacts upon the operations of Government of the City of Huntington Park, the Resolution was adopted as is with a 5-0-0 vote.

ADJOURNMENT

At 5:59 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, March 17, 2020 at 6:00 P.M.

Respectfully submitted,

M. Susan Crum
Acting City Clerk

Regular Meeting of the
City of Huntington Park City Council
Tuesday, March 17, 2020

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, March 17, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

PRESENT: Council Member(s): Marilyn Sanabria, Jhonny Pineda, Graciela Ortiz, Vice Mayor Manuel “Manny” Avila, and Mayor Karina Macias.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Araceli Almazan, Legal; Raul Alvarez, Assistant City Manager/Acting Director of Public Works; Sergio Infanzon, Director of Community Development; Nita McKay, Director of Finance & Administrative Services; Cynthia Norzagaray, Director of Parks & Recreation and M. Susan Crum, Acting City Clerk.

INVOCATION

Invocation was led by Mayor Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Avila.

PRESENTATIONS

Presentations to Outgoing Council Member Jhonny Pineda by the Following:

Senator Lena Gonzalez's Office
Gateway Cities of Southeast Los Angeles County
City of Commerce, City Council
City of Huntington Park, City Council

PUBLIC COMMENT

1. Maximino Olivos, spoke in regards to the confiscation of his shopping cart by the Huntington Park Police Department.

Mayor Macias requested staff to note his contact information.

STAFF RESPONSE – None.

CLOSED SESSION

At 6:16 p.m. Araceli Almazan, Legal, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
HP Automotive and Tow, Inc., dba Huntington Park Tow Service v. City of Huntington Park, et al.

2. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: Police Management Association (PMA)

At 6:54 p.m. Mayor Macias reconvened to open session.

CLOSED SESSION ANNOUNCEMENT

Araceli Almazan, Legal announced that with all five members of the City Council, both items were discussed. No final action was taken. Nothing further to report.

CONSENT CALENDAR

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

ROLL CALL:

AYES: Council Member(s): Sanabria, Pineda, Ortiz, Vice Mayor Avila and Mayor Macias
NOES: Council Member(s): None
ABSENT: 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 February 18, 2020 (4:30 start); and
 - 1-2. Regular City Council Meeting held February 18, 2020

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated March 17, 2020.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

3. **Consideration and Approval of an Activity in Public Places Permit for the Greater Huntington Park Area Chamber of Commerce's Annual "Carnaval Primavera" Downtown Street Festival (APP 20-01)**

Motion: Council Member Ortiz moved to approve the Activity in Public Places Permit request from the Greater Huntington Park Area Chamber of Commerce to conduct the

annual “Carnaval Primavera” along Pacific Boulevard, from Gage Avenue to Slauson Avenue, on April 17 through April 19, 2020; contingent on the current health measures and concerns, since this event is held in a public place. Also, should this event be postponed to another date, the item is to be brought back before City Council, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

PARKS AND RECREATION

4. Consideration and Approval of an Activity in Public Places Permit and Fee Waiver Request by the American Cancer Society for the 2020 “Relay for Life” of Southeast Cities Event

Motion: Council Member Ortiz moved to approve the Activities in Public Places Permit for the American Cancer Society to host the 2020 “Relay for Life” of Southeast Cities event on June 20, 2020; approved Parks and Recreation Commission recommendation on the fee waiver; approved waiving additional Building and Safety fees requested by American Cancer Society; contingent on the current health measures and concerns, since this event is held in a public place. Also, should it be postponed to another date, the item is to be brought back before City Council, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

5. Consideration and Approval of Authorization and Ratification of certain expenditures for Production Services with Pageantry Parades to plan and produce the City of Huntington Park’s 2020 and 2021 Holiday Parades

City Manager Ricardo Reyes announced the item and introduced Director of Parks and Recreation, Cynthia Norzagaray, who would present the item.

Motion: Vice Mayor Avila moved to approve the authorization of Pageantry Parades as a sole source, in the amount of \$31,800 for the Annual Holiday Parade production of 2020 and 2121; and authorized City Manager to enter into a 2 year agreement with Pageantry Parades to complete the Holiday Parade Production for 2020 and 2021, seconded by Council Member Pineda. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

6. Authorization to enter into a Partnership Agreement with Los Angeles County Office of Youth Diversion and Development Program and Soledad Enrichment Action, Regarding Youth Diversion Services

City Manager Ricardo Reyes announced the item and introduced Chief of Police Cosme Lozano, who would present the item.

Motion: Council Member Sanabria moved to approve the Partnership Agreement with both The Los Angeles County Office of Youth Diversion and Development (YDD), and Soledad Enrichment Action (SEA); and authorized the City Manager to execute the Agreement, seconded by Council Member Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

PUBLIC WORKS

7. Consideration and Approval of CIP 2019-11 High-Intensity Activated Crosswalk Beacon at Gage Avenue and Bissell Street 100% Design of Plans, Specifications and Engineer's Estimate and Authorization to proceed with BID Advertisement.

City Manager Ricardo Reyes announced the item and introduced Assistant City Manager Raul Alvarez, who would present the item.

Motion: Vice Mayor Avila moved to approve CIP 2019-11 High-Intensity Activated crosswalk beacon at Gage Avenue and Bissell Street 100% design of Plans, Specifications and Engineer's Estimate (PS&E); approved Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption; and authorized staff to proceed with bid advertisement for construction, seconded by Council Member Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None
ABSENT: Council Member(s): None

8. Recommendation to reject all BIDs received for CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project in accordance with Public Contract Code Section 22038(A)(1)

City Manager Ricardo Reyes announced the item and introduced Assistant City Manager Raul Alvarez, who would present the item.

Motion: Vice Mayor Ortiz moved to reject all bids for CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project in accordance with Public Contract Code Section 22038(a)(1); authorized staff to modify the project scope of work in conformance with all applicable engineering standards; and authorized the Public Works Department to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1), seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

9. Consideration and Approval to adopt Resolution No. 2020-40 and submit a Letter of Interest to The Los Angeles Metropolitan Transportation Authority for Measure M Active Transport Program Cycle I

City Manager Ricardo Reyes announced the item and introduced Assistant City Manager Raul Alvarez, who would present the item.

Motion: Vice Mayor Ortiz moved to adopt Resolution No. 2020-40 and submit an official Letter of Interest (LOI) to the Los Angeles Metropolitan Transportation authority to apply for Measure M Metro Active Transport (MAT) Program Cycle 1; and authorized the City Manager to sign the Letter of Interest, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

City Manager Ricardo Reyes reported the Lease Agreement for the Linear Park project has been fully executed by the Department of Water and Power.

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz thanked city staff for all the work they do. Knows these are tough times, but wanted to remind everyone that we are the local government of the City of Huntington Park, residents look to us for consistency, strength, and order and asked that everyone remain calm. Also mentioned that we stay informed, stay healthy and be there for fellow staff members for support during the Coronavirus. Again thanked everyone for their duty in providing services to the community.

Council Member Jhonny Pineda, thanked staff and colleagues for passing Resolution 2020-41 regarding the Coronavirus. Also reminded staff about removing the lights on Pacific Boulevard. Mentioned to stay safe and pitch-in to help our seniors. Mentioned the Food Pantry, Grab-N-Go that is still moving forward.

Council Member Marilyn Sanabria, thanked staff and employees of the City. Mentioned the duty to serve our community. Thanked Parks & Recreation for continuing with the Food Pantry, with modifications. Mentioned the new application for reporting Graffiti and Bulky items. Thanked everyone and mentioned everyone to stay safe.

Vice Mayor Manuel “Manny” Avila, reminded the public stay safe and again wished to thank outgoing Council Member Jhonny Pineda for his service and wished him the best in his future endeavors.

Mayor Karina Macias, thanked staff for all their work. Knows these are uncertain times, and mentioned that we are Public Servants and the community looks up to us for guidance and at times comfort. Asked that we continue with providing service. Mentioned that we take all the precautions necessary to take care our families and ourselves. She wished to thank the community for coming together and assisted the elderly. Wished to thank those community members who are faithful viewers, for stepping up and providing assistance within the community.

ADJOURNMENT

At 7:13 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, April 7, 2020 at 6:00 P.M.

Respectfully submitted,

M. Susan Crum
Acting City Clerk

City of Huntington Park List of Funds

Fund	Description	Fund	Description
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
WR 4-7-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
6901 S. ALAMEDA STREET, LLC	4050/47024	232-5010-419.65-10	PUBLIC VISIBLE ART REFUND	30,000.00
				\$30,000.00
AAA ELECTRICAL SUPPLY INC	309352-00	111-8023-451.43-10	P&R ELECTRICAL SUPPLIES	1,743.59
				\$1,743.59
AARON CRUZ	75782/76214	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	343.20
	75834/76226	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	501.60
	76184/76213	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	79.20
				\$924.00
ADIR INTERNATIONAL EXPORT LTD	3Q19-4Q19	111-9010-465.56-33	SALES TAX ALLOCATION	26,573.70
				\$26,573.70
ADLERHORST INTERNATIONAL LLC	104484	111-7010-421.61-20	PD K-9 DOG FOOD	177.79
				\$177.79
ALFRED MARTINEZ	3/2/20-3/4/20	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	120.75
	3/2/20-3/4/20	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	159.25
				\$280.00
ALL CITY MANAGEMENT SERVICES,INC	67436	111-7022-421.56-41	SCHOOL CROSSING SRVCS	8,245.64
				\$8,245.64
AMERICAN EXPRESS	1639487526	111-0210-413.56-41	ADMIN DOMAIN CHARGES	399.98
	NT_GFPLRPQB	111-0210-413.56-41	CANVA MONTHLY FEE	12.95
	5262175770905	111-0210-413.59-15	ADMIN TRAVEL EXPENSE	397.96
	000128553	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	109.10
	99999990059	111-1010-411.31-10	CERT PAPER ELECTIONS	27.86
	MIK17493246	111-1010-411.31-10	PICTURE FRAMES 3/3/20	105.84
	137795422189311	111-1010-411.61-20	MIC CABLE COUNCIL CHAMBER	16.49
	NT_GNL1XCE4	111-6020-451.56-41	5K EVENT SUPPLIES EXPO	50.00
	0055423	111-6060-466.61-20	AFTERSCHOOL SNACKS	133.78
	W19NS2054JI	111-6060-466.61-20	AFTERSCHOOL OFFICE SUPPLY	120.64
	000208304	111-6065-451.57-46	FOOD FOR SENIOR DANCE	83.88
	00355080949	111-6065-451.57-46	SENIOR DANCE SUPPLIES	39.18
	0645612	111-6065-451.57-46	FOOD FOR SENIOR DANCE	372.66
	30010109131	111-6065-451.57-46	SENIOR DANCE SUPPLIES	39.69
	40010349664	111-6065-451.57-46	SENIOR DANCE SUPPLIES	8.92
	7714	111-6065-451.57-46	SENIOR DANCE SUPPLIES	11.03
	1015751939	111-7010-421.56-41	PD DOMAIN RENEWAL	259.89
	819081082	111-7010-421.56-41	PD ADOBE ACROPRO	14.99
	100321709119	111-7010-421.59-15	PD SEARCH WARRANT TRAIN	170.00
	10032515746	111-7010-421.59-15	PD SEARCH WARRANT TRAIN	170.00
	10032515914	111-7010-421.59-15	PD SEARCH WARRANT TRAIN	170.00
	10032956533	111-7010-421.59-15	GRANT WRITING-SOBERANIS	455.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	226YTRDZ	111-7010-421.59-15	PD FIELD SUPERVISRS TRAIN	223.00
	04571910000	239-6060-466.61-20	CDBG AFTERSCHOOL SUPPLY	312.78
	W8EJY40N01SC	239-6060-466.61-20	CDBG AFTERSCHOOL SUPPLY	515.46
				\$4,221.08
ANVIL CONSTRUCTION COMPANY, INC.	47024	285-0000-228.75-00	C&D REFUND-6901 S ALAMEDA	30,000.00
				\$30,000.00
ARAMARK UNIFORM & CAREER APPAREL	000534787751	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	183.45
	000534804747	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	183.45
	000534906836	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	176.95
	535008114	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	238.73
				\$782.58
ARTURO CASTELLANOS	76079/76669	111-0000-228.20-00	RESERVATION CANCELLATION	250.00
	76079/76669	111-0000-347.30-00	RESERVATION CANCELLATION	621.00
				\$871.00
AT&T	000014421225	111-7010-421.53-10	PD DISPATCH PHONE SRVC	520.00
	3/1/20-3/31/20	111-9010-419.53-10	S. LAKE PARK INTERNET SRVC	58.85
	3/21/20-4/20/20	111-9010-419.53-10	COMU CENTER INTERNET SRVC	69.55
	3/23/20-4/22/20	111-9010-419.53-10	PW YARD INTERNET SRVCS	69.55
	3/28/20-4/27/20	111-9010-419.53-10	R. PEREZ PARK INTERNET SRVC	63.48
	3/28/20-4/27/20	111-9010-419.53-10	FREEDOM PARK INTERNET SRVC	63.49
				\$844.92
AT&T MOBILITY	993625860X00314	111-7010-421.53-10	PD WIRELESS PHONE	5,169.08
				\$5,169.08
AT&T PAYMENT CENTER	1/28/20-2/27/20	111-7010-421.53-10	PD PHONE SRVC	879.56
	3/7/20-4/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	3/7/20-4/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	3/7/20-4/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	3/7/20-4/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	3/7/20-4/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	100.52
	3/7/20-4/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	194.02
	3/7/20-4/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	80.35
				\$1,386.57
B AND H SIGNS	18674	229-7010-421.74-10	PD VEHICLE GRAPHICS	1,050.00
				\$1,050.00
BSN SPORTS, LLC	908300249	535-8090-452.61-20	REPLACE 6 BASKETBALL RIMS	1,649.06
				\$1,649.06
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 02/09/2020	111-0000-217.30-10	CITYWIDE RETIREMENT BENEFIT	37,963.41
	PPE 02/09/2020	111-0000-218.10.10	CITYWIDE RETIREMENT BENEFIT	68,995.59
				\$106,959.00

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CALPRIVATE BANK	2401339D602L183	111-0110-411.66-05	COUNCIL MEETING EXPENSE	95.04	
	2423168D7RBGHN1	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	6.16	
	246916DL2Y0YSQT	111-0110-411.66-05	COUNCIL MEETING EXPENSE	90.00	
	2469216DL2Y144Y	111-0110-411.66-05	COUNCIL MEETING EXPENSE	13.00	
	2413746DK8PXDLF	111-0210-413.66-41	WINTER CITY NEWSLETTER 2019	2,806.73	
	2423168D7RBGHN1	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	8.99	
	246872D0D70VYJB	111-0240-466.55-42	HOMELESS COUNT EXPENSE	9.00	
	2469216D72XPMDY	111-0240-466.55-42	HOMELESS COUNT EXPENSE	10.50	
	2423168D8D8RBGH	111-2030-413.61-20	HR OFFICE SUPPLIES	16.45	
	2443106D7120975	111-3010-415.59-15	FIN DIRECTOR TRAVEL EXP TRAINING	30.00	
	2443106D9M0X42D	111-3010-415.59-15	FIN DIRECTOR LODGING EXP TRAINING	336.96	
	2443106DB120TQJ	111-3010-415.59-15	FIN DIRECTOR TRAVEL EXP TRAINING	30.00	
	2449215D7LRMATQ	111-3010-415.59-15	FIN TRANSPORTATION EXPENSE	40.34	
	2449215D8LRR1SP	111-3010-415.59-15	FIN TRANSPORTATION EXPENSE	35.44	
	2461043DF09FQKG	111-8095-431.61-50	GRAFFITI REMOVAL SUPPLIES	1,905.60	
					\$5,434.21
	C.R. ABRAMS		111-0000-228.20-00	P&R DEPOSIT REFUND	150.00
76389/76643		111-0000-347.30-00	RESERVATION CANCELLED	22.00	
				\$172.00	
CELICA QUINONES	78	111-6010-451.59-15	P&R PARKING REIMBURSEMENT	15.00	
				\$15.00	
CENTRAL FORD	339280	741-8060-431.43-20	CREDIT FOR UNIT # 281	-46.24	
	344411	741-8060-431.43-20	TRUNK LIFT SUPPORTS #280	59.40	
	345767	741-8060-431.43-20	CORE CREDIT	-110.25	
	347899	741-8060-431.43-20	CORE CREDIT	-165.38	
	348671	741-8060-431.43-20	PARTS FOR BUS # 003	69.35	
	348672	741-8060-431.43-20	PARTS FOR BUS # 003	150.29	
	350199	741-8060-431.43-20	DOOR HANDLE PD UNIT 966	10.87	
	350273	741-8060-431.43-20	TROTTLER BODY GASKET #002	348.40	
	350276	741-8060-431.43-20	LEFT DRIVER SIDE MIRROR	205.73	
	350281	741-8060-431.43-20	EGR VALVE PD UNIT # 912	240.11	
	350503	741-8060-431.43-20	HEATER HOSES UNTI #349	95.35	
	350654	741-8060-431.43-20	SERPENTINE BELT PD # 976	124.59	
	350729	741-8060-431.43-20	OXYGEN SENSOR UNIT # 977	90.35	
	350795	741-8060-431.43-20	ELECTRICAL HARNESS #199	189.91	
	351066	741-8060-431.43-20	SEAT BELT BUCKLE PD # 968	82.96	
	351465	741-8060-431.43-20	FUEL PUMP PD UNIT # 903	295.43	
	351815	741-8060-431.43-20	CITY BUSES SENSORS&GASKET	144.79	
	351850	741-8060-431.43-20	EGR VALVE UNIT # 279	168.33	
	352033	741-8060-431.43-20	FUEL PUMP UNIT # 903	295.43	
	352284	741-8060-431.43-20	CATALYTIC CONVERTER #003	674.51	

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CENTRAL FORD	7750	741-8060-431.43-20	PD VEHICLE EVALUATION	200.00
	C53755	741-8060-431.43-20	P&R VAN REPAIR UNIT #281	562.00
	C54273	741-8060-431.43-20	INTAKE GASKETS/INJECTOR	71.66
	C55059	741-8060-431.43-20	REPAIRS PD UNIT # 975	440.35
				\$4,197.94
CHARTER COMMUNICATIONS	4.67069E+11	111-7010-421.53-10	PD INTERNET SRVC 3/7-4/6/20	932.80
	0514415030120	111-7010-421.53-10	PD INTERNET SRVC 3/2020	654.85
	3/19/20-4/18/20	111-9010-419.53-10	C.H. BACKUP INTERENT SRVC	194.97
	0389644030120	121-7040-421.56-14	PD TV SRVCS 3/2020	292.34
				\$2,074.96
CHRISTINA L. DIXON	02/06/2020	111-8020-431.59-15	PW TRAINING REIMBURSEMENT	25.00
	40337	111-8020-431.59-15	PW PARKING REIMBURSEMENT	10.00
				\$35.00
CINDI CAYAX	31020	111-6065-451.57-46	P&R CONTRACT INSTRUCTOR	770.00
				\$770.00
CITY OF LAKEWOOD	4889	681-8030-461.42-05	ALESHIRE & WYNDER 2/2020	75.81
				\$75.81
CONTRERAS GARDEN SUPPLY	03/10/2020	741-8060-431.43-20	REPAIR BACKPACK BLOWER	95.00
				\$95.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW20030904617	221-8014-429.56-41	T. SIGNAL MAINTENANCE 2/20	398.83
	REPW20021003777	222-8010-431.73-10	T.S. CONTROLLERS TEST 5	4,902.62
	REPW20021003810	222-8010-431.73-10	TRAFFIC SIGNAL MAINTENANCE	5,783.86
				\$11,085.31
CR&R INCORPORATED	0041873	111-8027-431.56-59	WASTER & RECYCLING 3/2020	16,680.00
				\$16,680.00
CYNTHIA NORZAGARAY	03/11/2020	111-6010-451.59-15	P&R PARKING REIMBURSEMENT	15.00
				\$15.00
DAILY JOURNAL CORPORATION	B3318520	242-0260-463.54-00	CLERK'S PUBLICATION	450.00
				\$450.00
DAPEER, ROSENBLIT & LITVAK	17030	111-0220-411.32-70	PD LEGAL SRVCS 2/2020	430.00
				\$430.00
DATA TICKET INC.	111300	111-3010-415.56-41	BL CITATION PROCESS 2/2020	198.50
	111010	111-9010-415.56-15	PARKING CITE PROCESS 2/2020	19,208.05
	111010	111-9010-419.53-10	EQUIPMENT LSE 2/2020	584.45
				\$19,991.00
DE LAGE LANDEN	67328731	111-9010-419.44-10	CITY HALL COPIER LSE 4/2020	2,231.78
				\$2,231.78
DELTA DENTAL INSURANCE COMPANY	BE003862752	111-0000-217.50-20	DELTA PREMIUM 4/2020	2,310.27
	BE003865272	111-0000-217.50-20	DELTA PREMIUM 4/2020	8,629.17
				\$10,939.44
DEPARTMENT OF JUSTICE	437212	111-7030-421.56-41	PD FINGERPRINT APPS	388.00
				\$388.00

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DHALI	10580	111-7010-421.56-41	PD ANNUAL WEB HOSTING	600.00
				\$600.00
DISCOUNT SCHOOL SUPPLY	P39335370001	239-6060-466.61-20	P&R AFTERSCHOOL SUPPLIES	109.97
				\$109.97
EADIE AND PAYNE, LLP	137000	111-3010-415.32-40	AUDIT FINANCIAL SYSTEM 6/30/19	1,550.00
	137138	111-3010-415.32-40	AUDIT FINANCIAL SYSTEM 6/30/19	5,000.00
	137240	111-3010-415.32-40	AUDIT FINANCIAL SYSTEM 6/30/19	20,450.00
				\$27,000.00
EGGLI COURT REPORTERS	E022420	111-2030-413.32-30	COURT REPORTER SRVCS	630.00
	E022520	111-2030-413.32-30	COURT REPORTER SRVCS	630.00
	E030220	111-2030-413.32-30	COURT REPORTER SRVCS	599.90
				\$1,859.90
ELITE EQUIPMENT INC.	38817	741-8060-431.43-20	REPAIR PRESSURE WASHER	532.54
				\$532.54
ELIZABETH VILLANUEVA	76233/76464	111-0000-347.30-00	RESERVATION CANCELLATION	204.00
				\$204.00
ELSA COBIAN	03/16/2020	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	17.82
				\$17.82
EMANUEL SOBERANIS	3/10/20-3/12/20	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	159.25
				\$159.25
ENTERPRISE FM TRUST	FBN3914806	111-7010-421.56-41	PD VEHICLE LEASE 3/2020	97.04
	FBN3914806	226-7010-419.74-20	PD VEHICLE LEASE 3/2020	1,121.96
				\$1,219.00
FAIR HOUSING FOUNDATION	DECEMBER 2019	239-0272-463.57-87	HOUSING COUNSELING 12/2019	1,066.68
	FEBRUARY 2020	239-0272-463.57-87	HOUSING COUNSELING 2/2020	839.95
	JANUARY 2020	239-0272-463.57-87	HOUSING COUNSELING 1/2020	881.74
				\$2,788.37
FAST DEER BUS CHARTER	150153	219-8085-431.57-70	AFTER SCHOOL FIELD TRIP	413.44
				\$413.44
FEDEX	6-955-86108	111-7022-421.61-28	PD SHIPPING CHARGES	12.72
				\$12.72
FIRST CHOICE SERVICES	677283	111-9010-419.61-20	CITY WIDE COFFEE SUPPLIES	296.10
				\$296.10
FM THOMAS AIR CONDITIONING INC	40797	111-7024-421.56-41	PD AC REPAIRS	1,859.33
				\$1,859.33
FROM LOT TO SPOT	201926	152-6010-451.73-10	COMU OUTREACH HP GREENWAY	1,150.00
	2020-01	152-6010-451.73-10	COMU OUTREACH HP GREENWAY	11,775.00
				\$12,925.00
GENE FARMER	3/16/20-3/18/20	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	53.47
				\$53.47

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GREATER LA AREA COUNCIL-BOY SCOUTS	HPPD1028-20	111-7022-421.61-24	2020 REGISTRATION RENEWAL	876.00
				\$876.00
GUILLERMO PORTILLO	19405	111-6010-451.59-15	P&R PARKING REIMBURSEMENT	15.00
	19478	111-6010-451.59-15	P&R PARKING REIMBURSEMENT	15.00
	203439	111-6020-451.61-35	P&R TRAINING MEAL EXPENSE	166.48
				\$196.48
HASA, INC.	674020	681-8030-461.41-00	HYPO SODIUM CHLORIDE	204.90
	674022	681-8030-461.41-00	HYPO SODIUM CHLORIDE	221.97
	674025	681-8030-461.41-00	HYPO SODIUM CHLORIDE	170.75
	674803	681-8030-461.41-00	HYPO SODIUM CHLORIDE	213.44
	674804	681-8030-461.41-00	HYPO SODIUM CHLORIDE	187.82
	676165	681-8030-461.41-00	HYPO SODIUM CHLORIDE	257.84
				\$1,256.72
HDL COREN & CONE	0033418-IN	111-9010-419.56-41	CONTRACT SRV-TRANS TAX	300.00
				\$300.00
HOME DEPOT - PUBLIC WORKS	8534423	111-6020-451.61-35	P&R HUSKY GALLON LATCH	52.83
	4360333	111-8020-431.43-10	WATER HEATER	653.40
	3974107	111-8024-421.43-10	PD ROOF SUPPLIES	772.94
	1360329	111-8095-431.61-50	GRAFFITI SUPPLIES	1,905.60
	6974726	111-8095-431.61-50	GRAFFITI SUPPLIES	859.01
	7973880	111-8095-431.61-50	GRAFFITI SUPPLIES	1,905.60
	7973880	111-8095-431.61-50	GRAFFITI SUPPLIES	1,940.64
				\$8,090.02
HOME DEPOT U.S.A. INC.	3Q19-4Q19	111-9010-465.56-32	SALES TAX ALLOCATION	128,356.90
				\$128,356.90
IBE DIGITAL	429007	111-9010-419.44-10	CITY CLERK'S TONER	17.25
	429114	111-9010-419.44-10	CITY CLERK'S TONER	17.25
				\$34.50
INFRAMARK LLC	49394	283-8040-432.56-41	SEWER UTILITY MAINT 3/20	12,935.80
	49394	681-8030-461.56-41	WATER UTILITY MAINT 3/20	99,718.31
				\$112,654.11
INFRASTRUCTURE ENGINEERS	24521	111-5010-419.56-49	BUILDING SAFETY SRVC 9/2019	16,972.71
	24842	111-5010-419.56-49	BUILDING SAFETY SRVC 1/2020	33,731.50
	24866	111-5010-419.56-49	B&S SRVC-6241 MAYWOOD	412.50
	24925	111-5010-419.56-49	B&S SRVC-6241 MAYWOOD	1,155.00
	24888	111-8080-431.56-62	ENGINEERING SRVCS 2/2020	25,404.42
	24877	152-6010-451.73-10	HP GREENWAY PROJECT 2/2020	15,000.00
	24904	202-8080-431.73-10	HAWK SIGNAL GAGE-BISSELL	5,722.80
	24874	207-8016-429.73-10	SYNCHRO/BUS IMPROV 2/2020	750.00
	24888	221-8010-431.56-41	ENGINEERING SRVCS 2/2020	25,404.42
	24903	221-8014-429.56-41	T.S. PLAN MAYWOOD/RANDOLP	1,040.00
	24875	222-8010-431.76-02	DOWNTOWN HP-IPARK 2/2020	8,053.20

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INFRASTRUCTURE ENGINEERS	24929	222-8010-431.76-06	SLAUSON CONGESTION 2/2020	54,640.90
	24888	222-8080-431.56-41	ENGINEERING SRVCS 2/2020	4,166.66
	24905	681-8030-461.76-09	MGNT SRV WATER MAIN REPLA	52,252.60
				\$244,706.71
INTER-CITY ENERGY SYSTEM	PERMIT # 11008	111-0000-322.10-10	REFUND MECHANICAL PERMIT	37.63
				\$37.63
JACK'S MUFFLER SERVICE	7903	741-8060-431.43-20	WELD & INSTALL CATALYTIC	150.00
	7904	741-8060-431.43-20	WELD & INSTALL CATALYTIC	150.00
				\$300.00
JESUS DE LA CRUZ	19360	111-6010-451.59-15	P&R PARKING REIMBURSEMENT	15.00
				\$15.00
JOANA CASILLAS	3/2/20-3/4/20	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	120.75
	3/2/20-3/4/20	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	159.25
				\$280.00
JOEL GORDILLO	MARCH 2020	111-1010-411.56-41	VIDEOGRAPHER 3/2020	1,650.00
				\$1,650.00
KLIMT CONSULTING, LLC	19-CP2	239-0260-463.56-41	ADMIN SRVCS CDBG PROGRAM	4,500.00
	19-CP3	242-0260-463.56-41	ADMIN SRVCS HOME PROGRAM	4,500.00
				\$9,000.00
LACMTA	105541	219-8085-431.58-50	METRO TAP CARDS 2/2020	4,960.00
				\$4,960.00
LAN WAN ENTERPRISE, INC	65768	111-7010-421.56-41	PD MICROSOFT ACCESS 2019 LICENSE	326.22
	65208	111-7010-421.74-10	PD NEW SERVER LABOR	70,265.45
				\$70,591.67
LB JOHNSON HARDWARE CO.	106826	111-8020-431.43-10	CLEANING SUPPLIES	112.64
	106608	111-8023-451.43-10	SAFETY SUPPLIES	184.32
	106893	111-8023-451.43-10	WALL CLOCKS & BATTERIES	261.56
	106937	111-9010-419.61-60	SUPPLIES FOR COVID-19	159.02
	106649	741-8060-431.43-20	CAULK LEXEL CLEAR SEALING	21.88
	106980	741-8060-431.43-20	HYDRAULIC SYSTEM SUPPLIES	24.05
				\$763.47
LEGAL SHIELD	GROUP #0143713	111-0000-217.60-50	ID THEFT PREMIUM 2/2020	80.70
				\$80.70
LGP EQUIPMENT RENTALS INC	113769	111-8010-431.44-10	RENTAL FOR BOOM TRUCK	571.13
				\$571.13
LIBERTY PAPER	305259	111-0110-411.61-20	80 CASES CITY WIDE PAPER	68.99
	305259	111-0210-413.61-20	80 CASES CITY WIDE PAPER	68.99
	305259	111-1010-411.61-20	80 CASES CITY WIDE PAPER	86.24
	305259	111-2030-413.61-20	80 CASES CITY WIDE PAPER	34.49
	305259	111-3010-415.61-20	80 CASES CITY WIDE PAPER	343.47
	305259	111-5010-419.61-20	80 CASES CITY WIDE PAPER	241.48
	305259	111-6010-451.61-20	80 CASES CITY WIDE PAPER	206.98

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LIBERTY PAPER	305259	111-7010-421.61-20	80 CASES CITY WIDE PAPER	1,569.62
	305259	111-8020-431.61-20	80 CASES CITY WIDE PAPER	120.74
				\$2,741.00
LOS ANGELES TIMES	10002064114	121-7040-421.56-14	PD JAIL NEWSPAPER SUBSCRI	92.90
				\$92.90
LYNBERG & WATKINS APC	53515	745-9031-413.32-70	CLERK LEGAL SRVCS	2,047.25
	53516	745-9031-413.32-70	CLERK LEGAL SRVCS	2,193.38
	53517	745-9031-413.32-70	CLERK LEGAL SRVCS	632.00
	54124	745-9031-413.32-70	CLERK'S LEGAL SERVICES	1,206.50
	54125	745-9031-413.32-70	CLERK'S LEGAL SERVICES	3,819.75
	54126	745-9031-413.32-70	CLERK'S LEGAL SERVICES	4,566.80
	54127	745-9031-413.32-70	CLERK'S LEGAL SERVICES	1,111.00
				\$15,576.68
MACKEY INDUSTRIAL REPAIR	5350	741-8060-431.43-20	BRONZE BUSHING PRES WATER	240.00
				\$240.00
MARIA PRECIADO	39	111-6010-451.59-15	P&R PARKING REIMBURSEMENT	15.00
				\$15.00
MERRIMAC ENERGY GROUP	2201028	741-8060-431.62-30	FUEL PURCHASE	16,394.48
				\$16,394.48
MIKE PARSA	03/12/2020	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	19.09
	03/16/2020	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	17.82
				\$36.91
MUNICIPAL WASTE SOLUTIONS, INC.	1001	681-8030-461.56-41	SOLID WASTE CONSULTING	5,912.50
				\$5,912.50
NACHO'S LOCK & KEY SERVICE	15806	111-8023-451.43-10	P&R COPY OF KEYS	54.50
				\$54.50
NAPA PARTS WHOLESALE	015144	741-8060-431.43-20	WIRING HARNESS PD # 952	510.26
				\$510.26
NATIONWIDE ENVIRONMENTAL SERVICES	30752	111-8030-461.56-42	CATCH BASIN SRVC 2/2020	16,375.14
	30658	220-8070-431.56-41	BUS/SHELTER SRVC 2/2020	17,377.50
	30657	221-8010-431.56-41	SWEEPING SRVCS 2/2020	19,630.13
	30657	222-8010-431.56-41	SWEEPING SRVCS 2/2020	29,055.11
				\$82,437.88
NCM AUTOMOTIVE	HP3001	741-8060-431.43-20	PD SET ROOF DECALS # 909	215.71
	HP3002	741-8060-431.43-20	PD SET ROOF DECALS # 912	821.25
	HP3003	741-8060-431.43-20	PD COMPLETE PAINT # 909	1,999.99
				\$3,036.95

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NEW CHEF FASHION INC.	979415	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	55.11
	979416	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	55.11
	979417	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	55.11
	979418	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	55.11
	980444	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	99.20
	981723	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	49.60
	982809	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	99.20
	985240	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	39.69
	985763	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	49.60
	985764	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	49.60
	985765	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	55.11
	986219	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	65.69
	986345	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	13.23
NICANOR PACHECO	03/2/20-3/4/20	111-7010-421.59-15	PD MILEAGE REIMBURSEMENT	120.75
	03/2/20-3/4/20	111-7010-421.59-15	PD PER DIEM REIMBURSEMENT	159.25
				\$280.00
NICHOLS CONSULTING ENGINEERS, CHTD	966023001	221-8010-431.76-01	STREET ENHNCEMENT PROJECT	8,700.06
				\$8,700.06
NICK ALEXANDER RESTORATION	3754	741-8060-431.43-20	DRIVER SEAT REAPHOLSTERY	300.00
				\$300.00
O'REILLY AUTO PARTS	2959-216961	111-8095-431.61-50	PLASTIC GLOVES	660.84
	2959-204355	741-8060-431.43-20	POWER STEERING CITY FLEET	198.32
	2959-204944	741-8060-431.43-20	MICRO V BELTS PD UNITS	90.67
	2959-207330	741-8060-431.43-20	ENGINE CONTROLLER # 346	346.39
	2959-208761	741-8060-431.43-20	RAZOR BLADES SHOP SUPPLY	28.64
	2959-208786	741-8060-431.43-20	WIPER FLUID & AIR FILTERS	66.33
	2959-208960	741-8060-431.43-20	BRAKE ROTORS,HUB SEALS	909.69
	2959-212344	741-8060-431.43-20	MICRO V BELT PD UNIT # 970	61.62
	2959-212691	741-8060-431.43-20	PURGE SOL PW UNIT # 194	34.78
	2959-212705	741-8060-431.43-20	ADDITIVES CITY VEHICLES	277.59
	2959-214422	741-8060-431.43-20	AIR FILTERS SHOP SUPPLY	81.98
	2959-214444	741-8060-431.43-20	BATTERIES FOR PD # 963	12.11
	2959-214453	741-8060-431.43-20	COOLANT HOSE UNIT # 370	79.99
	2959-214637	741-8060-431.43-20	HEATER HOSE REMOVE TOOL	10.19
	2959-215358	741-8060-431.43-20	BOX STOP LAMPS UNIT # 958	13.65
	2959-215690	741-8060-431.43-20	CONTROL ARM UNIT # 270	131.09
	2959-215692	741-8060-431.43-20	CERAMIC PADS UNIT # 270	77.15
	2959-215697	741-8060-431.43-20	CABIN & AIR FILTERS # 270	119.20
	2959-216967	741-8060-431.43-20	AIR & CABIN FILTERS	114.84
	2959-217105	741-8060-431.43-20	VEHICLE PARTS UNIT # 952	116.08
2959-218856	741-8060-431.43-20	SHOP SUPPLIES	59.30	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-218857	741-8060-431.43-20	BRAKE ROTORS UNIT # 902	699.67
	2959-219058	741-8060-431.43-20	BRACKET CALIPERS UNIT # 902	165.15
	2959-219215	741-8060-431.43-20	SHOP SUPPLIES	118.94
				\$4,474.21
OK PRINTING DESIGN & DIGITAL PRINT	1636	681-3022-415.61-20	WATER DOOR HANGERS	529.35
				\$529.35
OLIVAREZ MADRUGA, LLP	10053	745-9031-413.32-70	ADMIN LEGAL SRVCS 2/2020	12,009.12
				\$12,009.12
PARS	45111	111-9010-419.56-41	PARS ARS FEES 1/2020	459.83
	44988	216-3010-415.56-41	PARS REP FEES 1/2020	2,388.10
				\$2,847.93
PEERLESS MATERIALS COMPANY	83396	111-8010-431.61-21	WHITE HAND TOWELS	524.72
	83502	111-8010-431.61-21	SOLID-A-ABSORBENT & SPILL	420.48
				\$945.20
PURCHASE POWER	03/11/2020	111-7040-421.56-41	PD POSTAGE FEES	500.00
				\$500.00
RENE RUBALCAVA	59	111-6010-451.59-15	P&R PARKING REIMBURSEMENT	15.00
				\$15.00
RICARDO REYES	26513	111-0210-413.59-15	DEPOSIT TUITION REIMBURSEMENT	14,200.00
				\$14,200.00
RICOH AMERICAS CORP	65843020	111-6010-451.44-10	P&R COPIER LEASE 12/2019	225.32
				\$225.32
RICOH USA, INC.	5058876667	111-6010-451.44-10	P&R COPIER USAGE 2/19-3/18	164.50
				\$164.50
RIO HONDO COLLEGE	S20 164 ZHPK	111-7010-421.59-15	PD POST FTO UPDATE COURSE	100.00
				\$100.00
ROADLINE PRODUCTS INC	15553	111-8095-431.61-50	GRAFFITI SUPPLIES	188.80
	15601	741-8060-431.43-20	STAINLESS STEEL HOSELINES	288.76
				\$477.56
RONAK DESAI	COHP 031220	111-3010-415.56-41	ACCOUNTING SRV 3/2-3/11	4,320.00
				\$4,320.00
SANDRA ESCOBAR	76424/76639	111-0000-347.50-00	P&R CLASS REFUND	30.00
				\$30.00
SBS CORPORATION	9065	681-0000-228.30-00	FIRE HYDRANT METER REFUND	693.36
				\$693.36
SCHAEFFER MANUFACTURING COMPANY	LP1768-INV1	741-8060-431.62-30	55 GL DRUM CA MOTOR OIL	1,392.75
				\$1,392.75
SMART & FINAL	042015	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	41.19
	3192200033978	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	44.16
	3192200034403	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	31.96
				\$117.31

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTH BAY FORD LINCOLN MERCURY INC	FXCS932401	741-8060-431.43-20	MODULE REPAIR UNIT #345	570.00
				\$570.00
SOUTHERN CALIFORNIA EDISON	2/5/20-3/6/20	111-7024-421.62-10	PD VARIOUS SRVC ACCTS	4,752.04
	2/18/20-3/18/20	111-8020-431.62-10	6900 BISSELL SRVC ACCTS	1,155.19
	1/31/20-3/10/20	111-8022-419.62-10	VARIOUS SRVC ACCTS	1,233.43
	1/31/20-3/10/20	111-8023-451.62-10	VARIOUS SRVC ACCTS	4,352.20
	1/27/20-3/19/20	535-8016-431.62-10	VARIOUS SRVC ACCTS	14,167.90
	1/27/20-3/19/20	681-8030-461.62-20	VARIOUS SRVC ACCTS	12,463.42
	1/31/20-3/10/20	681-8030-461.62-20	VARIOUS SRVC ACCTS	13,025.03
				\$51,149.21
SPARKLETTS	15142085032620	111-0110-411.66-05	COUNCIL DRINKING WATER	60.70
	15142085032620	111-0210-413.61-20	ADMIN DRINKING WATER	60.71
	15142085032620	111-1010-411.61-20	CLERK'S DRINKING WATER	16.91
	15142085032620	111-3010-415.61-20	FINANCE DRINKING WATER	60.35
	15142085032620	111-5010-419.61-20	COMMU DEV DRINKING WATE	55.09
	15142085032620	111-5055-419.61-20	CODE ENFORCE DRINKING WATER	18.36
	15142085032620	111-6010-451.61-20	P&R CENTER DRINKING WATER	58.84
	19438227031120	111-7010-421.56-41	PW WATE DELIVERY SRVC	381.19
	15142085032620	111-8020-431.61-20	PW ADMIN DRINKING WATER	77.83
	15142085032620	111-8080-431.61-20	PW ENGINEER DRINKING WATER	18.36
				\$808.34
ST FRANCIS, LLC.	1661071	221-8014-429.56-41	T. SIGNAL MAINTENANCE 11/2019	5,683.00
	1661072	221-8014-429.56-41	REPLACED CONFLICT MONITOR	319.95
				\$6,002.95
STACY MEDICAL CENTER	3160-36738	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	580.00
	3160-37396	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	230.00
				\$810.00
STANDARD INSURANCE COMPANY	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 1/2020	4,122.93
	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 12/2019	4,122.93
	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 2/2020	4,122.93
	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 3/2020	4,122.93
				\$16,491.72
STAR2STAR COMMUNICATIONS LLC	SUBC00003614	111-9010-419.53-10	VOIP SRVCS 1/2020	13.91
	SUBC00003744	111-9010-419.53-10	VOIP SRVCS 2/2020	31.86
	SUBC00003891	111-9010-419.53-10	VOIP SRVCS 3/3/20-4/2/20	11,023.00
				\$11,068.77
SUPERION, LLC	273116	111-9010-419.33-10	CLICKGOV3 TRANSACTION MNGT	165.38
	273439	111-9010-419.43-15	FINANCIAL SYSTEMS 4/2020	11,588.13
				\$11,753.51
SUPERIOR AWNING, INC	16782	111-8022-419.43-10	AWNINGS FOR FIN DEPT.	1,992.00
				\$1,992.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TAPCO	1663916	221-8014-429.61-20	BATTERIES,HARNESS,BUTTONS	507.97
	1663936	221-8014-429.61-20	BATTERIES,HARNESS,BUTTONS	88.58
				\$596.55
THE CASTANON LAW GROUP	1/27/20-3/10/20	111-2030-413.32-30	CIVIL SRVC COMMI APPEAL	12,177.50
				\$12,177.50
THE GAS COMPANY	2/7/20-3/10/20	111-7024-421.62-10	VARIOUS SRVC LOCATIONS	638.93
	2/7/20-3/10/20	111-8020-431.62-10	VARIOUS SRVC LOCATIONS	223.04
	2/7/20-3/10/20	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	416.95
	2/7/20-3/10/20	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	382.18
				\$1,661.10
THE HITT COMPANIES, INC	OE-81451	111-6010-451.61-20	P&R METAL PLATE PLAQUE	19.75
				\$19.75
THE NEXT PROJECT, INC.	6045 / 41007	111-0000-322.10-10	BUILDING PERMIT REFUND	469.48
				\$469.48
TIME CLOCK SALES & SERVICE CO, INC	LM83032.1	111-7040-421.61-31	MAINTENANCE PD REC TIME CLOCK	138.00
				\$138.00
TOTAL CLEAN	C59961	741-8060-431.43-20	PARTS & SUPPLIES	1,303.93
	C60487	741-8060-431.43-20	PRESSURE WASHER UNIT 208	26.28
				\$1,330.21
VERIZON WIRELESS	9850631331	111-0110-411.53-10	COUNCIL CELL 2/17-3/16/20	300.05
	9850631331	111-0210-413.53-10	ADMIN CELL 2/17-3/16/20	184.03
	9850631331	111-3010-415.53-10	FINANCE CELL 2/17-3/16/20	68.01
	9850631331	111-6010-419.53-10	PARKS CARD 2/17-3/16/20	215.25
				\$767.34
VERTEX AV	3612	111-1010-411.74-10	SWAP OF MICS TALLER ONES	1,206.80
				\$1,206.80
VISION SERVICE PLAN-CA	808790923	111-0000-217.50-30	VISION PREMIUM 3/2020	4,040.26
	808790926	111-0000-217.50-30	VISION PREMIUM 3/2020	31.44
				\$4,071.70
VULCAN MATERIALS COMPANY	72528050	111-8010-431.61-21	ASPHALT CITY WIDE POTHOLE	177.12
	72529406	111-8010-431.61-21	ASPHALT CITY WIDE POTHOLE	86.24
	72530963	111-8010-431.61-21	ASPHALT CITY WIDE POTHOLE	129.47
	72530964	111-8010-431.61-21	ASPHALT CITY WIDE POTHOLE	268.00
				\$660.83
WATER REPLENISHMENT DISTRICT OF	2378-JAN 2020	681-8030-461.41-00	WATER ASSESSMENT 1/2020	80,975.25
				\$80,975.25
WEST GOVERNMENT SERVICES	841943104	111-7030-421.56-41	WEST INFORMATION SRVCS	712.25
	842022149	111-7030-421.56-41	LIBRARY PLAN CHARGES	62.52
				\$774.77

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WESTERN EXTERMINATOR COMPANY	7878328	111-7024-421.56-41	EXTERMINATOR SRVCS 2/2020	50.00
	7878328	111-8022-419.56-41	EXTERMINATOR SRVCS 2/2020	49.00
	7878328	111-8023-451.56-41	EXTERMINATOR SRVCS 2/2020	49.00
	7878328	535-8090-452.56-60	EXTERMINATOR SRVCS 2/2020	139.50
				\$287.50
WILLDAN FINANCIAL SERVICES	010-44083	111-9010-419.56-41	SPECIAL TAX ADMN REFUSE	125.00
	010-44084	535-8016-431.56-41	SPECIAL TAX ADMN FY 19/20	2,191.82
				\$2,316.82
				\$1,318,942.60



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

April 7, 2020

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

Dear Mayor and Members of the City Council:

AUTHORIZE AND APPROVE EMPLOYMENT AGREEMENT FOR PUBLIC WORKS DIRECTOR

IT IS RECOMMENDED THAT THE CITY COUNCIL;

1. Approve the City Manager's recommendation of candidate to serve in the position of Public Works Director.
2. Authorize City Manager to negotiate final terms; and
3. Approve City Manager to execute an employment agreement for Public Works Director.

BACKGROUND

With the former Public Works Director having transitioned to other employment, the City Manager conducted a select number of interviews to identify a candidate to fill the Public Works Director position. The Public Works Director position was vacated by Daniel Hernandez on September 19, 2019.

FISCAL IMPACT/FINANCING

The agreement will be for a period of five years terminating no later than April 30, 2025.

CONCLUSION

Upon Council approval, the City Manager will execute the employment agreement for Public Works Director.

**AUTHORIZE AND APPROVE EMPLOYMENT AGREEMENT FOR PUBLIC WORKS
DIRECTOR**

April 7, 2020
Page 2 of 2

Respectfully submitted,

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

Ricardo Reyes
City Manager

ATTACHEMENT(S)

A. Director of Public Works Employment Agreement 2020 - DRAFT

Attachment "A"



2020
EMPLOYMENT AGREEMENT
(Engagement: Director of Public Works)
(Parties: City of Huntington Park and _____)

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this day of April 7, 2020, by and between the CITY OF HUNTINGTON PARK ("CITY"), a California municipal corporation, and _____ ("DIRECTOR" and sometimes referred to herein as "Employee"), an individual. For the purposes of this Agreement CITY and DIRECTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or DIRECTOR interchangeably. This Agreement sets forth all terms and conditions of employment concerning the employment of _____ to the position of Director of Public Works for the City of Huntington Park, California.

RECITALS

WHEREAS, CITY desires to employ the services of Employee as Director of Public Works ("DIRECTOR") of CITY and subject to the terms, conditions, and benefits set forth in this Agreement; and

WHEREAS, the City Council of the City of Huntington Park (the "Council") and DIRECTOR believe that an agreement negotiated between the City Council, on behalf of the City, and DIRECTOR can be mutually beneficial to the City, DIRECTOR, and the community they serve; and

WHEREAS, the Council and DIRECTOR believe an agreement will enhance the excellence and continuity of the management of the City's Department of Public Works for the benefit of its residents; and

WHEREAS, the City now desires to employ the services of DIRECTOR pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, DIRECTOR has agreed to accept employment with the City, subject to the terms, conditions and provisions of this Agreement; and

WHEREAS, in accordance with the City of Huntington Park Municipal Code, both parties now desire to set forth the terms, conditions, and provisions of the employment relationship between City and DIRECTOR.

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

OPERATIVE PROVISIONS

1. Position, Duties and Term.

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

1.2 **Period of Employment/Commencement Date.** DIRECTOR's employment with CITY shall be "at-will" pursuant to the provisions of Government Code section 36506. DIRECTOR's employment shall be subject to the provisions of this Agreement and provisions applicable to the office of the Director of Public Works contained in the CITY's Municipal Code AND THE City's personnel rules, policies, regulations and procedures, as it may be amended from time to time. The Date for DIRECTOR's commencement to serve as DIRECTOR of Public Works shall be April 8, 2020.

1.3 **At-Will.** DIRECTOR acknowledges that he or she is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his or her service hereunder. To the extent they conflict with his or her at-will status, the terms of the CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, CITY's Personnel Policies, as they may be amended or supplemented from time to time, shall apply to DIRECTOR, and nothing in this Agreement is intended to, or does, confer upon DIRECTOR any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate his employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of DIRECTOR as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of DIRECTOR to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement.

1.4 **Duties.** DIRECTOR shall serve as the DIRECTOR of Public Works and shall be vested with the powers, duties and responsibilities as set forth in the job description attached to this Agreement and as defined by the City Manager and/or the City Council, the terms of which are incorporated herein by reference, as may be amended from time to time. DIRECTOR shall provide service at the direction and under the supervision of the City Manager and City Council. It is the intent of the Parties that the DIRECTOR of Public Works shall keep the City Manager and City Council fully apprised of all significant ongoing operations of CITY. To that end, DIRECTOR shall report directly to the City Manager and will periodically, or as may be

otherwise specifically requested by the City Council, provide oral or written status reports to the City Council on his or her activities and those of CITY.

DIRECTOR's duties as Director of Public Works shall include, but are not limited to:

- a. Attending all meetings of the City Council, including regular and special meetings, unless excused by the City Manager. The Director of Public Works shall receive notice of all regular and special meetings of the City Council, and accept requests for occasional meetings with City Council member(s);
- b. Prepare agenda documents and staff reports for any regular or special meetings of the City Council pertaining to his or her Department;
- c. Directing the work of all Public Works employees and endeavor to implement changes that the Director of Public Works believes will result in greater efficiency, economy, or improved public service in the provision of CITY services;
- d. Recommending to the City Council from time to time the adoption of such measures as the Director of Public Works may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;
- e. Conducting research in administrative practices for the Department of Public Works in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long range plans to improve CITY operations and prepare for future CITY growth and development;
- f. Providing management training and developing leadership qualities among staff as necessary to foster a team that can plan for and meet future challenges and changes;
- g. Providing support of CITY government in emergencies as authorized by the CITY's Municipal Code and California law; and
- h. Participating in and involvement with local, regional, and statewide professional organizations beneficial to the CITY.

It is the intent of the City Council that the Director of Public Works will function as the DIRECTOR of the CITY's Department of Public Works. DIRECTOR shall provide such other services as are customary and appropriate to the position of Director of Public Works, together with such additional services assigned from time to time by the City Council or City Manager as may be consistent with California law and

the CITY's Municipal Code and policies. DIRECTOR shall devote his or her best efforts and attention to the performance of these duties. Notwithstanding DIRECTOR's duties as Director of Public Works, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

1.5 **Hours of Work.** DIRECTOR shall devote the time necessary to adequately perform his or her duties as Director of Public Works during the term of employment. DIRECTOR shall make himself or herself available by telephone at all times to the City Manager and City Council. The position of Director of Public Works shall be deemed an exempt position under state and federal wage and hour laws. DIRECTOR shall not be entitled to any compensation for overtime.

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

1.7 **Term.** DIRECTOR's term of employment as Director of Public Works shall commence on April 8, 2020 and continue to April 30, 2025 (referred hereinafter as the "Term") and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time as determined by the City Council.

2. **Compensation and Benefits.**

Effective for the duration the time periods covered by this agreement, City agrees to compensate DIRECTOR at an annual salary of \$160,000.00. DIRECTOR will not be entitled to any additional compensation including overtime compensation. However, DIRECTOR shall receive all benefits afforded to Department Heads in current City service; including without limitation vacation time, sick leave or other leave time, and any post-employment benefits to which the DIRECTOR shall be eligible. Furthermore, DIRECTOR shall receive annual increases in benefits and salary to the same rate/amount as received by other Department Heads. (Or as stated in the Non-Represented Employees Compensation and Benefit Plan).

In addition to the above-stated salary, DIRECTOR shall receive the following benefits:

- a. The City shall provide a cellular telephone for official use only during DIRECTOR's tenure under this Agreement.

- b. The City shall provide DIRECTOR with his or her choice of medical, dental, vision, long term disability and life insurance plans as provided to all other City employees.
- c. DIRECTOR shall be entitled to receive forty (40) hours per year of administrative leave. If this Agreement is extended to an additional year(s), any remaining administrative leave shall not carry forward to the following year(s).
- d. DIRECTOR shall be entitled to eight (8) hours of sick leave for every month of employment. In the last pay period of each fiscal year, one-half (50%) of the employee's unused accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the employee's regular rate of pay in effect on June 30th.

3. Taxes.

Employee DIRECTOR shall be responsible for his or her federal, state, local or other taxes resulting from any compensation or benefits provided to him or her by the City under this Agreement. The City may withhold all federal, state, local or other taxes as may be required pursuant to law or governmental regulation or ruling from any compensation or benefits provided under this Agreement. The City shall not be liable (except in cases of City's errors or omissions) for any state or federal tax consequences to Employee, to any designated beneficiary hereunder, and/or to the heirs, administrators, executors, successors, and assigns of Employee. Employee shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold the City harmless from such tax consequences.

4. Termination.

4.1 Termination by City for Convenience.

- (a) Except as otherwise provided under Subsection (b) of this Section below, CITY may terminate DIRECTOR at any time for convenience and without cause, by providing DIRECTOR thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place DIRECTOR on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss DIRECTOR notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment shall be an amount equal to six (6) months base salary, less any and all applicable or legally required deductions. DIRECTOR shall also receive all applicable accrued vacation and/or sick leave as provided herein together with any extension of benefits required under

California law. The foregoing notwithstanding, in no event shall the “severance payment” include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the “severance payment.”

- (b) Within one ninety (90) calendar days of the swearing-in of a newly elected or appointed City Councilmember or Mayor, CITY may not act to terminate DIRECTOR for convenience as authorized under Subsection (a) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (b), shall preclude CITY from terminating DIRECTOR employment for cause at any time as provided elsewhere under Section 4 of this Agreement.

4.2 Termination by Employee. DIRECTOR may terminate his or her employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make DIRECTOR’s termination effective upon any date preceding the 30-day notice period, provided CITY pays DIRECTOR all compensation due and owing him or her through the last day actually worked, plus an amount equal to the Base Salary DIRECTOR would have earned through the balance of the thirty (30) day notice period. DIRECTOR shall not receive a “severance payment” in the event he or she terminates employment with CITY pursuant to this Section 4.

4.3 Termination for Cause by City. CITY may immediately terminate DIRECTOR’s employment with CITY and this Agreement at any time by providing DIRECTOR’s written notice of his termination for cause. No “severance payment” shall be paid in the event DIRECTOR’s employment is terminated for cause, except that CITY shall pay DIRECTOR for his accrued and unused vacation and sick leave, as provided for in this Agreement. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (i) theft or attempted theft; (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or on CITY time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; and/or (vi) unauthorized absences. DIRECTOR expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY’s Employment Policies. DIRECTOR also expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

4.4 Termination Obligation. DIRECTOR shall have the option to purchase and keep all mobile electronic devices and/or laptop issued to him or her by CITY for fair market value and DIRECTOR agrees that all other CITY property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him or her incident to his or her employment are the property of CITY and shall be returned promptly

to CITY upon termination of DIRECTOR's employment. DIRECTOR's obligations under this subsection shall survive the termination of his or her employment and the expiration or early termination of this Agreement.

4.5 Benefits Upon Termination. All benefits to which DIRECTOR is entitled under this Agreement shall cease upon DIRECTOR's termination in accordance with this Section 4 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to DIRECTOR, or unless otherwise required by law.

4.6 Cessation of Work Due to Non-Permanent Illness or Injury. In addition to any right of termination set forth under Sections 4.1, above, CITY reserves the right to terminate DIRECTOR's employment along with this Agreement if DIRECTOR ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment and Housing Act; and (iii) where the cessation of work continues beyond a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

4.7 Disability. In addition to any right of termination set forth under Section 4.1, above, CITY reserves the right to terminate DIRECTOR's employment along with this Agreement after DIRECTOR suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of DIRECTOR's essential job duties, unless reasonable accommodation can be made to allow DIRECTOR to continue working. The foregoing notwithstanding, CITY may terminate DIRECTOR if the disability poses a direct threat to CITY, DIRECTOR or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat.

4.8 Illness, Injury or Disability Arising Out of the Course of Employment. In the event DIRECTOR suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate DIRECTOR solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and the California Fair Employment and Housing Act. Further, DIRECTOR's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

4.9 Medical Examination. DIRECTOR agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the CITY, in the event a decision must be made under Sections 4.6 through 4.8. CITY and DIRECTOR shall receive a copy of all medical reports related to the examination.

4.10 Death of Employee. This Agreement along with DIRECTOR's employment

shall terminate automatically upon DIRECTOR's death.

5. Annual Evaluation.

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

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

The City Council shall at all times retain discretion to agree to or deny any proposed increase to DIRECTOR's compensation terms, notwithstanding the findings or determinations of any performance review. Failure of CITY to provide a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 4 [Termination].

6. Business Expenses.

The CITY shall reimburse DIRECTOR for all reasonable CITY related business expenses incurred by him or her in accordance with submittal, processing, and payment policies of the CITY.

7. Professional Membership and Training Expenses.

Upon obtaining prior consent from the City Council, CITY shall reimburse DIRECTOR for reasonable expenses associated with DIRECTOR's membership, training, and travel to participate in local, regional, and statewide organizations beneficial to the CITY.

8. Business Related Equipment

(a) CITY CELL PHONE AND IPAD. CITY shall provide DIRECTOR with a CITY-owned cellular phone, laptop or Apple iPad and requisite service plan for both, at no cost to DIRECTOR, in so far as such CITY-provided equipment is necessary for the performance of CITY related business and is, in fact, used exclusively for CITY business. DIRECTOR shall have the option to purchase at a fair market value and keep or return the cellular phone and the laptop or iPad to the CITY upon the expiration or termination of this Agreement or upon request by the City Council. If items are returned to CITY, CITY shall have the right to inspect all equipment usage bills and demand compensation for any charges incurred in violation of this Agreement.

(b) PERSONAL CELLULAR PHONE. DIRECTOR acknowledges that, as of the Effective Date, he or she possesses a personal cellular phone and plan for his personal use and shall maintain such personal cellular phone and plan for the duration of this Agreement to ensure that usage of the CITY-provided cellular phone is strictly for CITY-related business.

(c) CELLULAR PHONE AND IPAD USE. DIRECTOR shall at all times follow applicable state or federal laws or regulations regarding the use of the CITY provided laptop or iPad and cellular telephone and will be subject to the CITY's usage policies for such equipment.

(d) PRIVACY. All the documents and information contained in, or transmitted from the CITY-provided cellular phone and laptop or iPad, including but not limited to text messages, voicemail messages, electronic mail messages and electronically stored documents, are the property of the CITY and may be accessed by the CITY at any time without notice to DIRECTOR. DIRECTOR understands and acknowledges that he or she has no right to privacy when using the CITY-provided cellular phone or iPad.

9. Proprietary Information.

"Proprietary Information" means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial

reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, DIRECTOR shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, DIRECTOR shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. DIRECTOR obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

10. Conflict of Interest.

DIRECTOR shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the CITY. DIRECTOR shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the City's Municipal Code, and any other conflict of interest regulations applicable to DIRECTOR employment with the City. For and during the Term of this Agreement and any extension term, DIRECTOR further agrees that except for a personal residence or residential property acquired or held for future use as his or her personal residence, DIRECTOR will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager.

GENERAL PROVISIONS

11. Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in DIRECTOR personnel file. DIRECTOR agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Attn: Mayor and City Clerk

Director of Public Works' Address: [Deliver to last updated address in personnel file]

12. Indemnification.

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq.) CITY will indemnify, defend, and hold DIRECTOR harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension term. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, the City shall have no duty to indemnify, defend, or hold DIRECTOR harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by him.

13. Bonding.

CITY shall bear the full cost of any fidelity or other bonds required of the Director of Public Works under any laws or ordinance.

14. Entire Agreement.

This Agreement is intended to be the final, complete, and exclusive statement of the terms of DIRECTOR employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of DIRECTOR, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to DIRECTOR and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2 above, DIRECTOR shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

15. Amendments.

This Agreement may not be amended except in a written document signed by DIRECTOR, approved by CITY and signed by City Attorney.

16. Waiver.

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

17. Assignment.

DIRECTOR shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to DIRECTOR, assign its rights and obligations hereunder.

18. Severability.

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

19. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Los Angeles County, California.

20. Interpretation.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

21. Acknowledgment.

DIRECTOR acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

SIGNATURE PAGE TO FOLLOW

REMAINDER OF PAGE BLANK INTENTIONALLY

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and DIRECTOR has signed and executed this Agreement, as of the date first indicated above.

CITY OF HUNTINGTON PARK

DIRECTOR/EMPLOYEE

By: _____
City Manager

By: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

DRAFT



CITY OF HUNTINGTON PARK

Community Development
City Council Agenda Report

April 7, 2020

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

Dear Mayor and Members of the City Council:

RESOLUTION ISSUING EXECUTIVE ORDER NO. 04.07.2020 BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK RESTRICTING COMMERCIAL AND RESIDENTIAL EVICTIONS DUE TO THE SPREAD OF THE CORONAVIRUS DISEASE 2019.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution XXXX issuing Executive Order No. 04.07.2020 by the City Council restricting eviction of commercial and residential tenants due to the spread of the Coronavirus Disease 2019.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

To consider adopting a resolution that temporarily halts evictions due to nonpayment of rent for residential and commercial tenants where the failure to pay rent results from income loss resulting from the novel Coronavirus (COVID-19), and setting forth the facts constituting such urgency. This proposed Resolution will go into effect immediately upon adoption and will remain in effect through and including May 31, 2020.

ANALYSIS

The Coronavirus pandemic (COVID-19) has impacted the operations of restaurants, schools, businesses and other establishments throughout the County of Los Angeles, including the City of Huntington Park. These disruptions have mostly been the result of the County and State orders to close businesses, restrict services provided to the public, or limit the number of persons that can gather in contained areas. As a result of this public health emergency and the precautions recommended by health authorities, many residential and commercial tenants in Huntington Park have experienced or expect soon to experience sudden and unexpected income loss.

RESOLUTION ISSUING EXECUTIVE ORDER NO. 04.07.2020 BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK RESTRICTING COMMERCIAL AND RESIDENTIAL EVICTIONS DUE TO THE SPREAD OF THE CORONAVIRUS DISEASE 2019

April 7, 2020

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Federal Actions

On March 18, 2020, the Department of Housing and Urban Development (HUD) suspended evictions and foreclosures through the end of April, 2020. HUD's action applies only to homeowners with mortgages insured by the Federal housing administration, a HUD agency that backs affordable home loans issued through private firms.

State Executive Order

On Monday, March 16, 2020, California Governor Gavin Newsom issued Executive Order N-28-20 (Attachment A), allowing local governments to exercise their police powers to impose substantive limitations on residential and/or commercial evictions to help protect renters and homeowners during the coronavirus pandemic, which includes halting evictions, slowing foreclosures and protecting against utility shutoffs. Many entities including the City of Los Angeles, City of Santa Monica, City of West Hollywood, City of Maywood, City of South Gate and others have recently issued orders or adopted regulations to prevent the eviction of tenants.

Local Emergency Resolution and Proposed Proclamation

On March 17, 2020, The City Council of the City of Huntington Park approved and adopted Resolution No. 2020-41 declaring and proclaiming the existence of a local emergency due to the effects of the COVID-19 Virus and the effects and impacts upon the operations of government of the City of Huntington Park. The proposed Resolution Issues Executive Order 04.07.2020, which declares a temporary moratorium on evictions for nonpayment of rent by residential or commercial tenants impacted by the COVID -19 crisis. Once the Executive Order is executed, it will be filed with the City Clerk's Office, posted on the City's website and via social media outlets. Landlords are also prohibited from evicting tenants for no fault evictions unless necessary for Health and Safety purposes. The Resolution requires tenants to demonstrate that they are unable to pay their rent due to financial impacts related to COVID-19. The tenant, within 15 days after the date the rent is due, must notify the landlord in writing of their lost income and inability to pay the full rent due to financial impacts related to COVID-19 and provide documentation for support of the claim.

In addition, the proposed Resolution will apply if the inability to pay rent is due to substantial medical costs related to COVID-19. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim. For purposes of this Resolution "financial impacts related to COVID-19" include, but are not limited to, tenant lost household income as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID19; (2) lay-off, loss of hours, or other income reduction resulting

RESOLUTION ISSUING EXECUTIVE ORDER NO. 04.07.2020 BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK RESTRICTING COMMERCIAL AND RESIDENTIAL EVICTIONS DUE TO THE SPREAD OF THE CORONAVIRUS DISEASE 2019

April 7, 2020

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from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out of pocket medical expenses; or (5) child care needs arising from school closures related to COVID-19.

The Resolution does not relieve the tenant from eventually paying the rent after the expiration of the local emergency. The landlord may not charge a late fee on the rent. The Proclamation is intended to be narrow and no other legal remedies available to landlord are affected by this Resolution. If approved, the Resolution will go into effect immediately upon adoption and will remain in effect through and including May 31, 2020.

BACKGROUND

On March 4, 2020, Los Angeles County declared a local and public health state of emergency in response to the increased spread of COVID-19, the disease caused by the novel coronavirus. As of April 2, 2020, there are 3518 confirmed cases of COVID-19 and Sixty-Five deaths in Los Angeles County. This number is expected to continue to grow as the virus spreads throughout the community.

In response to the global pandemic, experts are urging all individuals to practice social distancing, which refers to avoiding close contact with other individuals in order to avoid catching the virus yourself and to avoid passing it on to others. The Centers for Disease Control and Prevention recommends that people who are mildly ill with COVID-19 or other similar illnesses self-isolate to avoid interacting in public. The State of California has also issued a policy that large gatherings should be rescheduled or canceled, while smaller events can proceed only if the organizers can implement social distancing of six feet per person. While these measures are necessary to fight the global pandemic, they can have extreme economic impacts. Fear of the widening public health crisis has impacted consumer behavior, and as a result, people in our community may see their incomes reduced or may have to take time off work to care for their health or the health of family members. In the face of this uncertainty, residents and business owners may need to make difficult financial decisions and may be unable to pay rent due to reduced income.

During a state of emergency, it is a crime for a landlord to take advantage of the situation by evicting a tenant and then raising the rent above the existing tenant's rent under Penal Codes. 396(f). In addition to the City's general police power under article XI, section 7 of the California Constitution to make and enforce within its limits all local,

RESOLUTION ISSUING EXECUTIVE ORDER NO. 04.07.2020 BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK RESTRICTING COMMERCIAL AND RESIDENTIAL EVICTIONS DUE TO THE SPREAD OF THE CORONAVIRUS DISEASE 2019

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police, sanitary, and other Resolutions and regulations not in conflict with general laws, during a local emergency, Government Code, 8634 (and WHMC Chapter 2.80) also authorize the City to promulgate orders and regulations necessary to provide for the protection of life and property

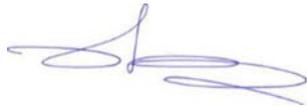
FISCAL IMPACT/FINANCING

There is no fiscal impact associated to this Resolution

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

- A. Proposed Resolution Issuing Executive Order 04.07.20
- B. State of California Executive Order N-28-20
- C. County of Los Angeles - Safer at Home Order for Control of COVID-19 (03.21.20)

Attachment "A"

1 **WHEREAS**, on March 17, 2020, the City Council of the City of Huntington Park,
2 proclaimed the existence of a local emergency within the City of Huntington Park ("City")
3 pursuant to Title 4, Chapter 4-4.04 of the Huntington Park Municipal Code to ensure authority
4 to take measures necessary to protect and preserve public health and safety, including
5 seeking aid from state and federal authorities as necessary; and
6

7 **WHEREAS**, the Centers for Disease Control and Prevention, the California
8 Department of Health, and the Los Angeles County Department of Public Health have all
9 issued recommendations including but not limited to social distancing, staying home if sick,
10 canceling or postponing large group events, working from home, and other precautions to
11 protect public health and prevent transmission of this communicable virus; and
12

13 **WHEREAS**, as a result of the public health emergency and the precautions
14 recommended by health authorities, many tenants in Huntington Park have experienced or
15 expect soon to experience sudden and unexpected income loss; and
16

17 **WHEREAS**, the Governor of the State of California has stated that individuals exposed
18 to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-
19 19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may
20 experience potential loss of income, health care and medical coverage, and ability to pay for
21 housing and basic needs, thereby placing increased demands on already strained regional
22 and local health and safety resources, including shelters and food banks; and
23

24 **WHEREAS**, further economic impacts are anticipated, leaving tenants vulnerable to
25 eviction; and
26

27 **WHEREAS**, during this local emergency, and in the interest of protecting the public
28 health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing

1 displacement, to protect the City's affordable housing stock, and to prevent housed
2 individuals from falling into homelessness; and

3
4 **WHEREAS**, on March 18, 2020, the Federal Housing Finance Agency has directed
5 Fannie Mae and Freddie Mac to suspend foreclosures and evictions for a limited time due to
6 the coronavirus national emergency. Borrowers impacted by the coronavirus may apply to
7 their lender for a mortgage payment to be suspended for up to 12 months due to hardship
8 caused by the coronavirus; and

9
10 **WHEREAS**, several municipalities in relation to residential and commercial tenancies
11 have imposed limitations on the ability of a landlord to evict a tenant in light of the municipality
12 having declared a local emergency; and

13
14 **WHEREAS**, the City's residential rental units (including 1-4 single family units,
15 apartments, condominiums and townhomes) are, in part, owned by individuals who rely on
16 rental income for the repayment of loans on those very same units; and/or rely on said rental
17 income as retirement income, and the non-payment of rent could create a financial hardship
18 for the individual owner(s), that could lead to potential or threatened foreclosure of said unit;
19 and

20
21 **WHEREAS**, the City desires to provide a limited, measured response to restrict
22 evictions for a limited period, by balancing potentially competing financial hardships between
23 tenants and landlords during the period of declared emergency; and

24
25 **WHEREAS**, commercial businesses within the City have been particularly affected by
26 federal, state and county recommendations and directives to avoid mass gatherings, enforce
27 social distancing measures, offer food only via delivery service, via pick-up for takeout dining,
28 and via drive through; and

1 **WHEREAS**, the Health Officer for Los Angeles County, effective March 16, 2020, has
2 ordered the immediate closure of several business establishments, including bars and
3 nightclubs that do not serve food, movie theatres, live performance venues, and gyms and
4 fitness centers;

5
6 **WHEREAS**, it is the intent of the City to provide a measured response to restrict
7 evictions for a limited period, by balancing the potentially competing financial hardships
8 between commercial property owners and the business tenants that rent from them; and

9
10 **WHEREAS**, the Los Angeles Superior Court has announced the closure of several civil
11 courtrooms, thus contributing to the likely delay in the processing of eviction related cases;
12 and

13 **WHEREAS**, loss of income because of COVID- 19 may inhibit City residents and
14 businesses from fulfilling their financial obligations; and

15
16 **WHEREAS**, in the interest of public health and safety, as affected by the emergency
17 caused by the spread of COVID- 19, it is necessary to exercise the City Council authority to
18 issue this regulation related to the protection of life and property.

19
20 **NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF**
21 **HUNTINGTON PARK AS FOLLOWS:**

22 **SECTION 1:** The City Council of the City of Huntington Park hereby agrees to, and by
23 this resolution, a temporary moratorium on eviction for non-payment of rent by residential or
24 commercial tenants impacted by the COVID-19 crisis is imposed as follows:

- 25
26 1. **For purposes of this Order, from April 7, 2020 through and including May 31,**
27 **2020, no landlord shall endeavor to evict a residential or commercial tenant in**
28 **either of the following situations:**

- 1
- 2 1. For nonpayment of rent if the tenant demonstrates that the tenant is
- 3 unable to pay rent due to financial impacts related to COVID-19; or
- 4 2. For a no-fault eviction unless necessary for the health and safety of
- 5 tenants, neighbors, or the landlord.
- 6

7 A landlord who knows that a tenant cannot pay some or all the rent temporarily for the
8 reasons set forth above shall not serve a notice pursuant to California Code of Civil
9 Procedure 1 161 (2), file or prosecute an unlawful detainer action based on a 3-day pay or
10 quit notice, or otherwise seek to evict for nonpayment of rent. A landlord knows of a tenant's
11 inability to pay rent within the meaning of this Order if the tenant, within 15 days after the
12 date that rent is due, notifies the landlord in of lost income and inability to pay full rent due to
13 financial impacts related to COVID-19, and provides documentation to support the claim. For
14 purposes of this Order, "in writing" includes email or text communications to a landlord or the
15 landlord's representative with whom the tenant has previously corresponded by email or text.
16 Any medical or financial information provided to the landlord shall be held in confidence, and
17 only used for evaluating the tenant's claim. Nothing in this Order shall relieve the tenant of
18 liability for the unpaid rent, which the landlord may seek after expiration of the local
19 emergency and the tenant must pay on such terms as may be set by a judge assigned to
20 hear the unlawful detainer action. A landlord may not charge or collect a late fee for rent that
21 is delayed for the reasons stated in this Order; nor may a landlord seek rent that is delayed
22 or the reasons stated in this Order through the eviction process.

23

24 **2. For purposes of this Order, "financial impacts related to COVID-19" include, but**
25 **are not limited to, tenant lost household income because of any of the following:**
26

- 27 1. Being sick with COVID-19, or caring for a household or family member
- 28 who is sick with COVID-19;

2. Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19;
3. Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
4. Extraordinary out-of-pocket medical expenses; or
5. Child care needs arising from school closures related to COVID- 19.

For purposes of this Order, "no-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161 (5), or 1161c.

This Order applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed.

Subject to judicial review on a case by case basis, this Order grants a defense if an unlawful detainer action is commenced in violation of this Order.

This Order shall be superseded by further action taken by the City Council.

If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

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PASSED, APPROVED, AND ADOPTED this 7th day of April 2020.

Karina Macias, Mayor

ATTEST:

Acting City Clerk

Attachment "B"

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

Attachment "C"

SAFER AT HOME ORDER FOR CONTROL OF COVID-19

Temporary Prohibition of All Events and Gatherings

Closure of Non-Essential Businesses and Areas

Revised Order Issued: March 21, 2020

Please read this Order carefully. Violation of or failure to comply with this Order is a crime punishable by fine, imprisonment, or both. (California Health and Safety Code § 120295; Los Angeles County Code § 11.02.080.)

SUMMARY OF THE ORDER: This County of Los Angeles Health Officer Order (Order) amends and supersedes the Orders of the County of Los Angeles Health Officer (Health Officer) issued on March 16, and 19, 2020. This Revised Order is issued to comply with Executive Order N-33-20 issued by Governor Gavin Newsom, wherein the State Public Health Officer ordered all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations of the federal critical infrastructure sectors. Further, this Order extends the closure of certain businesses required by the Health Officer's March 16, 2020 Order to April 19, 2020.

Due to the continued rapid spread of the Novel Coronavirus (COVID-19) and the need to protect the most vulnerable members of our community, this Order prohibits all indoor and outdoor public and private gatherings and events. The Order specifically requires all businesses to cease in-person operations and close to the public, unless the business is defined as an Essential Business by this Order. This Order is effective immediately within the County of Los Angeles Public Health Jurisdiction, defined as all unincorporated areas and cities within the County of Los Angeles, with the exception of the cities of Long Beach and Pasadena, on March 21, 2020 and continuing through April 19, 2020, subject to the terms and conditions set forth below.

For all Essential Businesses, the Health Officer orders those businesses to take the following infection control precautions: (1) practice social distancing by requiring patrons, visitors, and employees to be separated by six (6) feet, to the extent feasible; (2) provide access to hand washing facilities with soap and water or hand sanitizer that contains at least 60 percent alcohol; (3) post a sign in a conspicuous place at the public entry to the venue instructing members of the public to not enter if they are experiencing symptoms of respiratory illness, including fever or cough; and (4) adhere to communicable disease control recommendations provided by the County of Los Angeles Department of Public Health.

This Order does not prohibit any individual or family from engaging in outdoor activities, as an individual, or family, such as hiking, walking, biking, or shopping at Essential Businesses, including grocery stores and restaurants offering delivery, drive thru or carry out service, so long as all persons practice social distancing to the extent practicable.

Further, this Health Officer Order requires all indoor malls and shopping centers, all swap meets and flea markets, all indoor and outdoor playgrounds and all non-essential businesses to close. This Order does not supersede any stricter limitation imposed by a local public entity.

The County Health Officer will continue to monitor the rate of COVID-19 disease spread, the severity of the resulting illnesses and deaths caused, California Department of Public Health (CDPH) and Centers for Disease Control and Prevention (CDC) recommendations, and the effect of this Order. If needed, this Order may be extended, expanded, or otherwise modified to protect the public's health.

UNDER THE AUTHORITY OF THE CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, AND 120175, THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:

1. Effective immediately on March 21, 2020 and continuing through April 19, 2020, all public and private group events and gatherings are prohibited anywhere within the Los Angeles County Public Health Jurisdiction. All persons are to remain in their homes or at their place of residence, except to travel to and from Essential Businesses, to work at or provide service to a Healthcare Operation or Essential Infrastructure, to engage in Essential Activities, or to participate in an individual or family outdoor activity, while practicing social distancing.
2. For Essential Businesses not prohibited by this Order, the owner, manager, or operator of the Essential Business shall:
 - (a) Enforce social distancing measures by requiring members of the public to be separated by at least six (6) feet from others, to the extent feasible. Persons who are family members or household contacts, may stand or move together, but must be separated from others by a distance of at least six (6) feet.
 - (b) Provide access to hand washing facilities with soap and water or to hand sanitizer that contains at least 60 percent alcohol.
 - (c) Post a sign in a conspicuous place at all public entries that instructs members of the public to not enter if they are experiencing symptoms of respiratory illness, including fever or cough.
 - (d) Adhere to communicable disease control recommendations provided by the Los Angeles County Department of Public Health, including guidance for cleaning and disinfecting the site. See guidance posted at www.publichealth.lacounty.gov/media/Coronavirus/.
3. The Health Officer orders the immediate closure of the following types of commercial properties and businesses:
 - (a) Non-Essential Retail Businesses.
 - (b) Indoor Malls and Indoor Shopping Centers, including all stores and vendors therein regardless whether they are an Essential or Non-Essential Retail Business. As an exception, permanent Essential Businesses that are part of an Indoor Mall or Indoor Shopping Center, but that are accessible by the public from the exterior of the Indoor Mall or Shopping Center may remain open. The interior of the Indoor Mall or Indoor Shopping Center shall remain closed to the public.
 - (c) This Order does not require closure of Essential Businesses in Outdoor Malls and Shopping Centers. However, owners and operators of Outdoor Malls and Shopping Centers shall enforce social distancing measures among their visitors as provided in Section 2 (a)-(d).
 - (d) Indoor and Outdoor Playgrounds for Children, except for those located within childcare centers.
 - (e) Indoor and Outdoor Flea Markets and Swap Meets.
 - (f) Additional types of commercial properties and businesses: (i) Bars and Nightclubs that do not serve food; (ii) Gyms and fitness centers; (iii) Movie Theaters, Drive-In Theaters, Live Performance Theaters, Concert Halls, Arenas and Stadiums; (iv) Bowling Alleys and Arcades; and (v) Wineries, Breweries and Tap Rooms that provide tastings.

4. This Order does not supersede any stricter limitation imposed by a local public entity within the Los Angeles County Public Health Jurisdiction.
5. This Order does not apply to employees of government agencies working in the course and scope of their public service employment.

REASONS FOR THE ORDER

6. This Order is based upon scientific evidence and best practices, as currently known and available, to protect members of the public from avoidable risk of serious illness and death resulting from the spread of COVID-19, as well as to protect the healthcare system from a surge of cases into emergency rooms and hospitals. The Order supports the CDC's efforts to institute more stringent and necessary social distancing measures to reduce community transmission of COVID-19.
7. Existing community transmission of COVID-19 in Los Angeles County presents a substantial and significant risk of harm to the health of residents. Currently, there is no vaccine available to protect against and no specific treatment for COVID-19. As of March 20, 2020, there have been at least 351 cases of COVID-19 and 4 deaths reported in Los Angeles County. There remains a strong likelihood of a significant and increasing number of cases of community transmission.
8. The virus that causes COVID-19 can be spread easily through person-to-person contact. This risk of transmission is increased when people are in close proximity. All gatherings pose an increased risk for community transmission of COVID-19 and thus, are a substantial risk to public health. As such, places where people gather, such as Indoor Malls and Shopping Centers, Swap Meets and Flea Markets, Children's Playgrounds, and Non-Essential Retail Businesses, provide significant opportunities for patrons or groups of patrons to have close contact with each other. Characteristics of these gatherings that are likely to exacerbate the spread of COVID-19 include, without limitation: (a) that these gatherings and businesses will attract people from throughout the county when there is widespread COVID-19 community transmission, (b) the prolonged time period during which many people are in close proximity at these locations, (c) the difficulty in tracing and controlling additional exposures when large numbers of people visit these places, and (d) visitors may be unknowingly infected with COVID-19 and may not follow adequate hygienic and social distancing practices.
9. In the absence of a specific immunization or treatment for COVID-19, social distancing is essential to preventing this disease. Increasing social distancing and prohibiting events and gatherings is intended to slow transmission of COVID-19. Accordingly, to reduce the community transmission of COVID-19, the Health Officer has ordered the temporary prohibition of all events and gatherings, the closure of Indoor Malls and Shopping Centers as defined in Section 11, and the closure of certain businesses, as described in Section 12.

DEFINITIONS

10. For purposes of this Order, Essential Activities, are defined as travel for purposes of: (a) visiting a health or veterinary care professional; (b) obtaining medical supplies or medication; (c) obtaining grocery items for one's household or for delivery to others; (d) legally mandated governmental purposes, such as access to court, social and administrative services; (e) providing care for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons; and (f) complying with an order of law enforcement or court.

11. For purposes of this Order, Indoor Malls and Shopping Centers are defined as:
A building with seven (7) or more "sales or retail establishments" with adjoining indoor space.
For purposes of this Order, Outdoor Malls and Shopping Centers are defined as:
A series of buildings on a common site, either under common ownership or common control or developed together, with seven (7) or more "sales or retail establishments."
12. Non-Essential Retail Businesses are establishments that provide goods or services to the public that do not come within the definition of Essential Businesses set forth in Paragraph 13 of this Order.
13. For purposes of this Order, Essential Businesses are defined as the following:
- (a) Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, warehouse stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruit and vegetables, pet supply, water, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning or personal care products). This includes stores that sell groceries and sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operation of residences;
 - (b) Food processors, confectioners, food packagers, food testing labs that are not open to the public, and food cultivation, including farming, livestock, and fishing;
 - (c) Organizations and Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including gang prevention and intervention, domestic violence, and homeless service agencies);
 - (d) Newspapers, television, radio, magazine, podcast and journalism activities;
 - (e) Gas stations, auto-supply, mobile auto repair operations, auto repair shops (including, without limitation, auto repair shops adjacent to or otherwise in connection with a retail or used auto dealership), and bicycle repair shops and related facilities;
 - (f) Banks, credit unions, financial institutions and insurance companies;
 - (g) Hardware stores, nurseries; building supply stores;
 - (h) Plumbers, electricians, exterminators, custodial/janitorial workers, handyman services, funeral home workers and morticians, moving services, HVAC installers, carpenters, vegetation services, tree maintenance, landscapers, gardeners, property managers, private security personnel and other service providers who provide services to maintain the safety, sanitation, and essential operation to properties and other Essential Businesses;
 - (i) Businesses providing mailing and shipping services, including post office boxes;
 - (j) Educational institutions (including public and private K-12 schools, colleges, and universities) for purposes of facilitating distance learning, providing meals for pick-up, or performing essential functions, provided that social distancing is practiced;
 - (k) Laundromats, dry cleaners, laundry service providers;
 - (l) Restaurants and other food facilities that prepare and serve food, but only for delivery, drive thru or carry out. Indoor and outdoor table dining is not permitted. Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or other licensed health care facilities may provide dine-in service, as long as social distancing is practiced pursuant to Section 2(a)-(d).

- (m) Businesses that supply office or computer products needed by people who work from home;
 - (n) Businesses that supply other Essential Businesses with the support or supplies necessary to operate;
 - (o) Businesses that ship, truck, provide logistical support or deliver groceries, food, goods or services directly to residences, Essential Businesses, Healthcare Operations, and Essential Infrastructure;
 - (p) Airlines, taxis, ride sharing services and other private transportation providers providing transportation services necessary for activities of daily living and other purposes expressly authorized in this Order;
 - (q) Businesses that manufacture parts and provide service for Essential Infrastructure;
 - (r) Home-based care for seniors, adults, disabled persons, or children;
 - (s) Residential facilities and shelters for homeless residents, disabled persons, seniors, adults, children and animals;
 - (t) Professional services, such as legal, payroll or accounting services, when necessary to assist in compliance with legally mandated activities, and the permitting, inspection, construction, transfer and recording of ownership of housing, including residential and commercial real estate and anything incidental thereto;
 - (u) Military/Defense Contractors/FFRDC (Federally Funded Research and Development Centers). For purposes of this Order, essential personnel may leave their residence to provide any service or perform any work deemed essential for national security including, but not limited to defense, intelligence and aerospace development and manufacturing for the Department of Defense, the Intelligence Community, and NASA and other federal government, and or United States Government departments and agencies. Essential personnel include prime, sub-primes, and supplier contractor employees, at both the prime contract level and any supplier levels at any tier, working on federal United States Government contracts such as contracts rated under the Defense Priorities and Allocations System (DPAS) and contracts for national intelligence and national security requirements;
 - (v) Childcare facilities providing services that enable employees exempted in this Order to work as permitted. To the extent possible, childcare facilities must operate under the following mandatory conditions: (1) Childcare must be carried out in stable groups of 12 or fewer ("stable" means the same twelve (12) or fewer children are in the same group each day); (2) Children shall not change from one group to another; (3) If more than one (1) group of children is cared for at once facility, each group shall be in a separate room. Groups shall not mix with each other; (4) Childcare providers shall remain solely with one group of children.
 - (w) Hotels, motels, shared rental units and similar facilities.
 - (x) Construction Workers who support the construction, operation, inspection, and maintenance of construction sites and construction projects (including housing construction).
14. This Order is intended to deter the spread of COVID-19 by preventing people from being in unnecessary close contact. Certain activities are essential to the functioning of the County and the well-being of our residents and must continue.
15. This Order does not prohibit persons from leaving their residences to perform any work necessary or provide any services to or obtain services from the following Essential Infrastructure and Healthcare Operations:

- (a) Healthcare Operations (hospitals, clinics, laboratories, dentists, pharmacies, physical therapists and chiropractors, pharmaceutical and biotechnology companies, other licensed healthcare facilities, healthcare suppliers, home healthcare service providers, mental or behavioral health providers, alcohol and drug treatment providers, cannabis dispensaries with a medicinal cannabis license and all other required state and local licenses, medical or scientific research companies, or any related and/or ancillary healthcare services, manufacturers, distributors and servicers of medical devices, diagnostics, and equipment, veterinary care, and all healthcare provided to animals. This exemption shall be construed to avoid any impact to the delivery of healthcare, broadly defined. Healthcare Operations does not include fitness and exercise gyms and similar exercise or training facilities.
- (b) Essential Infrastructure, including but not limited to, public health, public works construction, construction of commercial, office and institutional buildings, construction of housing, airport operations, port operations, food supply, water, sewer, gas, electrical, oil extraction and refining, road and highways, public transportation, solid waste collection and removal, flood control and watershed protection, internet and telecommunications systems (including the provision of essential global, national, local infrastructure for computing services, business infrastructure, communications, and web-based services), and manufacturing and distribution companies deemed essential as part of the Essential Infrastructure supply chain, provided that they carry out those services or that work in compliance with social distancing requirements, to the extent practicable.

ADDITIONAL TERMS

- 16. This Order does not, in any way, restrict: (a) first responder access to the site(s) named in this Order during an emergency or (b) local, state or federal officers, investigators, or medical or law enforcement personnel from carrying out their lawful duties at the site(s) named in this Order.
- 17. The entities subject to this Order that are not required to close may otherwise remain open for business and perform essential functions and operations during the duration of this Order.
- 18. The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, (d) issuing a press release to publicize the Order throughout the county, and (e) by serving via email on large facilities known to the County's Health Officer that are likely to be subject to this Order (but service via email is not required for compliance).
 - (a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public requesting a copy.
 - (b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is ordered to consult the Los Angeles County Department of Public Health's website (www.publichealth.lacounty.gov) daily to identify any modifications to the Order and is required to comply with any updates until the Order is terminated.
- 19. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER**



20. This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.
21. To protect the public's health, the Health Officer may take additional action(s) for failure to comply with this Order. Violation of this Order is a misdemeanor punishable by imprisonment, fine or both under California Health and Section Code Section 120295 *et seq.* Further, pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and the Chiefs of Police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order.

IT IS SO ORDERED:

Muntu Davis, MD, MPH
Health Officer, County of Los Angeles

Date: March 21, 2020



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

April 7, 2020

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

Dear Mayor and Members of the City Council:

APPROVE PURCHASE OF WIRELESS INFRASTRUCTURE FOR ICI MONTEBELLO - HUNTINGTON PARK LINK COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to execute an agreement with Wireless Infrastructure Services (WIS) and Motorola Solutions Inc. for the installation of a Cambium Networks 4ft Single POL Microwave Link, needed to connect the Police Department's dispatch center to the NEW ICI radio system;
2. Authorize the Chief of Police to purchase the new Microwave Link and coordinate the installation from Wireless Infrastructure Solutions (WIS); and
3. Approve a budget appropriation in the amount of \$54,634 to account number 229-7010-421.74-10, Asset Forfeiture Fund Capital Outlay, Equipment.

BACKGROUND

The Huntington Park Police Department (HPPD) relies on its radio system to provide essential public safety service to the community. The radio system connects police officers and other first responders with dispatchers who relay information gathered from residents. The radio system also provides a platform by which police officers and other first responders can communicate directly with each other to coordinate essential routine and emergency services to the community. Simply stated, without an effective radio system HPPD would not be able to provide the level of service and protection it currently provides to the community. Life and safety of residents would be in peril due

APPROVE PURCHASE OF WIRELESS INFRASTRUCTURE FOR ICI MONTEBELLO - HUNTINGTON PARK LINK COMPATIBLE WITH THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM

April 7, 2020

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to delayed communication between dispatchers, first responders, and other critical public safety resources.

With the use of the Microwave Link technology, the MCC-7500 dispatch consoles, in conjunction with APX-8000 & APX-8500 radio systems, voice and data technology is secured by multiple hardware encryption algorithms. Sensitive, public safety information stays protected from public scanners and curious eavesdroppers. Radio authentication features ensure only valid users can access the radio system while two-factor authentication allows users to securely log into databases. These are all vital upgrades that improve user safety and functionality.

EQUIPMENT AND SYSTEM COMPATABILITY

The ICI radio system platform is a shared system constructed by various cities in the Los Angeles County region and linked together through this same microwave link network technology, in order to provide seamless and secure regional coverage. The concept of ICI was born out of the need for current ICI member cities to replace their aging radio communication infrastructure. The ICI platform provides the ability for cities to be interconnected to wide area coverage at the cost of a small stand-alone system.

The ICI system is governed by a Joint Powers Agreement, which Huntington Park is a part of. There is no other regional communications system platform to the City of Huntington Park that is more conducive to cost and functionality than ICI.

The Microwave Link equipment that will be purchased and installed is compatible to the existing HPPD Motorola two-way radio system, including the recently purchased MCC-7500 dispatch consoles, making for a smooth transition from the current radio equipment to the new radio equipment. This Microwave Link equipment shares proprietary hardware and software components not commercially available except through Motorola and its authorized partners. These proprietary features operate on Motorola Solutions Core equipment located at the (City of) Glendale Motorola Master Site.

Furthermore, authorized warranty, maintenance and support services for Motorola systems and hardware and software products are provided by Motorola and its network of authorized and trained service providers. Motorola and (WIS) maintains a parts and accessories inventory sufficient to support its maintenance and service contract obligations.

The proposed agreement is exempt from the competitive bidding and selection process pursuant to Huntington Park Municipal Code section 2-5.14 / Sole Source Vendors, which states that the formal bidding process shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased.

**APPROVE PURCHASE OF WIRELESS INFRASTRUCTURE FOR ICI MONTEBELLO
- HUNTINGTON PARK LINK COMPATIBLE WITH THE INTERAGENCY
COMMUNICATIONS INTEROPERABILITY (ICI) RADIO SYSTEM**

April 7, 2020

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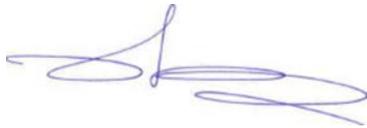
FISCAL IMPACT

The total fiscal impact for this purchase is \$54,633.29. Please see Wireless Systems Infrastructure (WIS), attached proposed purchase agreement.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager


COSME LOZANO

ATTACHMENT(S)

- A. Equipment Purchase Agreement
- B. Wireless Infrastructure Services SOW
- C. Microwave Path Data Sheet

Attachment "A"

March 5, 2019

Joe Settles
Sergeant
City of Huntington Park Police Department
6542 Miles Avenue
Huntington Park, CA 90255
(323) 826-6676
jsettles@hppolice.org



Subject: Huntington Park PD – HPPD to Montebello Microwave Installation Proposal

Mr. Settles,

Wireless Infrastructure Services is pleased to provide this quote per the following scope of work:

Scope of work-

- Run final engineering & Linkplanner for new microwave path
- Schedule site access and mobilize crew
- Secure Linkplanner for new PTP microwave system
- Secure WIS provided materials
- Receive, inventory, set up, configure and test radios
- Schedule access and mobilize crew
- Install new HP4-11 antenna at Montebello
- Install new HP4-11 antenna at Huntington Park PD
- Install new 11820G PTP system – ODU's, couplers, IDU's, transmission line
- Connect, support, ground and sweep new transmission line
- Align microwave antennas
- Complete test and turn up
- Clean up site and dispose of debris

Project Total **\$54,633.29**

Exclusions and Qualifications

- This proposal excludes troubleshooting other issues, delays due to weather, access, or HPPD additional scopes of work, and changes in scope
- Change orders, troubleshooting, stand-by, delays, out of scope, T&M and additional scopes of work will be invoiced at \$100/hr per person, portal to portal regular time. Holiday, overtime and double time will be calculated based on CA employment law with overtime billed at \$150/hr and double time at \$200/hr.

Please contact me directly with any questions.

Best regards,

Brianna Vowles
Project Manager
Wireless Infrastructure Services
1837 California Avenue
Corona, CA 92881
(951) 852-4585 mobile
bvowles@jtd-wis.com

Attachment "B"

Project Wireless Infrastructures ICI
Montebello-Huntington Park Rev 1.0, Link ICI
MONTEBELLO to HUNTINGTON PARK
LINKPlanner Installation Report

04 March 2020

Jeff Ellis

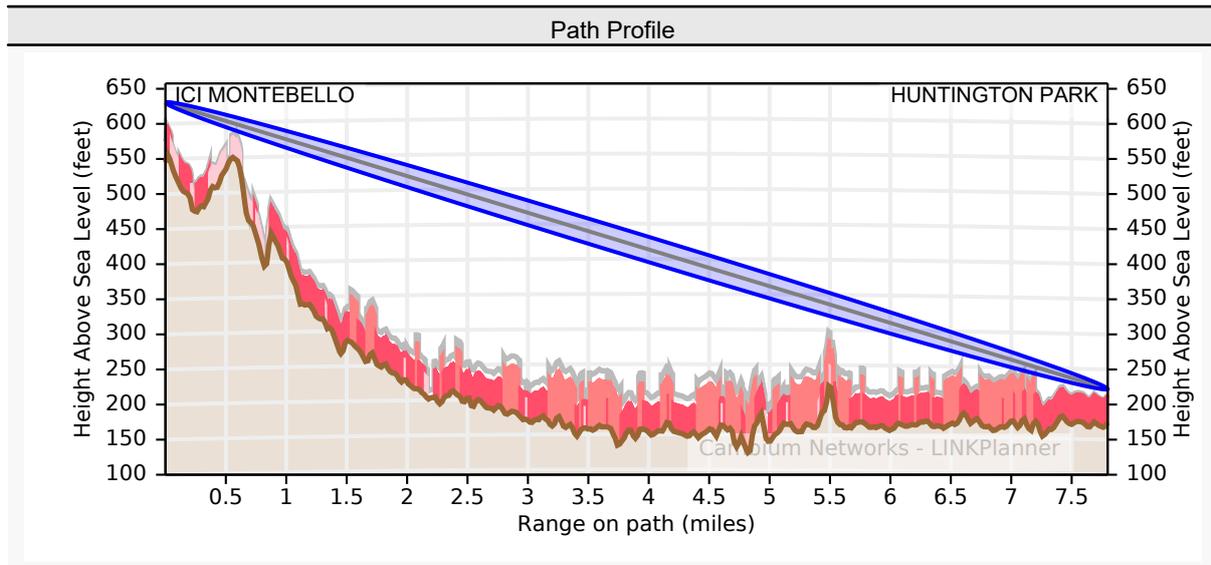
Organization: Winncom Engineering

Phone: 440-519-2963

Email: j.ellis@winncom.com



Summary	
Link Name	ICI MONTEBELLO to HUNTINGTON PARK
Profile Type	Line-of-Sight
Equipment Type	PTP11820G with RFU-C
Maximum Obstruction	0 feet
Link Distance	7.798 miles
Free Space Path Loss	135.40 dB
Excess Path Loss	0.00 dB
User IP Throughput Expectation Aggregate	Aggregate 101.87 Mbps assuming PTP-820 Series running the Release 10.9.6 software
RF Frequency Band	11 GHz (10700 to 11700 MHz)
RF Channel Bandwidth	10 MHz
TDM Channels	0 T1 with a reliability of 100.0000 %



Link Configuration	
Link Type	1+0
T/R Spacing	490 MHz
Bandwidth	10 MHz
Modulation Mode	Adaptive
Maximum Mod Mode	5 - 128QAM
Minimum Mod Mode	0 - QPSK
Polarization	Vertical
ATPC	Disabled
Header Compression	Disabled
TDM Type	None
Hi	ICI MONTEBELLO
Lo	HUNTINGTON PARK

Bill of Materials		
Part Number	Qty	Description
01010419001	1	Coaxial Cable Grounding Kits for 1/4" and 3/8" Cable
07009304001	2	Hoisting Grip for CNT-400 cable
30010194001	1	50 Ohm Braided Coaxial Cable - 75 meter
C000082M001	2	PTP 820G, Single Modem, Eth Only
C110082R059	1	PTP 820 RFU-C,11GHz,TR490,ChHz,Hi,11425-11725MHz. Replacement for RFU-C, 11 GHz, TR530, CHDX-11 to ChDX-14 when T/R = 530 MHz
C110082R060	1	PTP 820 RFU-C,11GHz,TR490,ChHz,Lo,10915-11207MHz. Replacement for RFU-C, 11 GHz, TR530, CHDX-11 to ChDX-14 when T/R = 530 MHz
EW-E4PT82M1-WW	2	PTP 820G IDU (Single Modem) Extended Warranty, 4 Adtl Years



Bill of Materials (continued)		
Part Number	Qty	Description
EW-E4PT82RC-WW	2	PTP820G RFU-C Extended Warranty, 4 Additional Years
N000081L006	2	TNC Male Right Angle for CNT-400 braided cable
N000082L123	2	PTP 820 Act.Key - Capacity 100M with ACM Enabled, Per Tx Chan
N110082D100	2	PTP 820 4' ANT,SP,11GHZ,RFU-C TYPE&UBR100 - Radiowave. Only available for order in North America and CALA regions
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	2	LPU End Kit PTP 800/820

Physical Installation Notes for ICI MONTEBELLO	
Link Name	ICI MONTEBELLO to HUNTINGTON PARK
Latitude	34.03253N
Longitude	118.09822W
Site Elevation	545 feet AMSL
Polarization	Vertical
Hardware Platform	PTP11820G with RFU-C - C110082R059
Antenna Type	Cambium Networks 4ft Single Pol (NA & CALA Only) N110082D100 - Direct
Antenna Beamwidth	1.7°
Antenna Gain	41.21 dBi
Antenna Height	85.0 feet AGL
Antenna Tilt Angle	-0.6° (downtilt)
Bearing to HUNTINGTON PARK	242.21° from True North 230.40° from Magnetic North
Magnetic Declination	11.80° E ±0.33° changing by 0.09° W per year
RF Feeder Loss	0.2 dB

Physical Installation Notes for HUNTINGTON PARK	
Link Name	ICI MONTEBELLO to HUNTINGTON PARK
Latitude	33.97972N
Longitude	118.21836W
Site Elevation	174 feet AMSL
Polarization	Vertical
Hardware Platform	PTP11820G with RFU-C - C110082R060
Antenna Type	Cambium Networks 4ft Single Pol (NA & CALA Only) N110082D100 - Direct
Antenna Beamwidth	1.7°
Antenna Gain	40.82 dBi
Antenna Height	48.0 feet AGL
Antenna Tilt Angle	0.5° (uptilt)
Bearing to ICI MONTEBELLO	62.14° from True North 50.32° from Magnetic North
Magnetic Declination	11.82° E ±0.33° changing by 0.09° W per year
RF Feeder Loss	0.2 dB



Radio Commissioning Notes for ICI MONTEBELLO	
Radio Interface	Radio:Slot 2, port 1
Tx Frequency	11465.000 MHz
Rx Frequency	10975.000 MHz
Tx to Rx Frequency Separation	490.000 MHz
Tx Level	20 dBm
MRMC Script	FCC 1020
MRMC Script Operational Mode	Adaptive
MRMC Script Maximum Profile	5, 128QAM
MRMC Script Minimum Profile	0, QPSK
Adaptive Tx Power Admin	Enable
ATPC Configuration	Disabled
Header Compression	Disabled
BNC Voltage	1.30 to 1.38 Volts
Predicted Receive Power	-34 dBm ± 4 dB while aligning

Radio Commissioning Notes for HUNTINGTON PARK	
Radio Interface	Radio:Slot 2, port 1
Tx Frequency	10975.000 MHz
Rx Frequency	11465.000 MHz
Tx to Rx Frequency Separation	490.000 MHz
Tx Level	20 dBm
MRMC Script	FCC 1020
MRMC Script Operational Mode	Adaptive
MRMC Script Maximum Profile	5, 128QAM
MRMC Script Minimum Profile	0, QPSK
Adaptive Tx Power Admin	Enable
ATPC Configuration	Disabled
Header Compression	Disabled
BNC Voltage	1.30 to 1.38 Volts
Predicted Receive Power	-34 dBm ± 4 dB while aligning

Regulatory Conditions	
Regulation	FCC
Band	11 GHz
Max EIRP	61.0 dBm
Output Power	20.0 dBm

Installation Instruction

Perform the following checks during the installation (Check the deployment guide and the User Guide.)

1. Check with a GPS that you are installing at the correct location.
2. Check carefully the direction to the other end of the link. Either use a corrected compass or use the GPS waypoint feature about 300 meters from the installation location.



Installation Instruction (continued)

3. When aligning antennas, it is important to find the centre of the main beam. This is done by adjusting the antenna at each end of the link in turn and monitoring the receive level until the peak is found. Once the peak level is found, it should be checked against the predicted receive power to ensure that the antennas have not been aligned on a side lobe.

4. An hour after alignment is complete, if ATPC is disabled, check that the mean value for the RSL is as predicted (see previous tables). Also check that the received power is not greater than -30dBm with ATPC enabled or disabled.

ICI MONTEBELLO Performance *	
Frame Size	1518 Bytes
Mean IP Throughput Predicted	50.93 Mbps
Mean IP Throughput Required	50.00 Mbps
Minimum IP Throughput Required	50.00 Mbps
Minimum IP Throughput Availability Predicted	99.9999% (unavailable for 21 secs/year)

HUNTINGTON PARK Performance *	
Frame Size	1518 Bytes
Mean IP Throughput Predicted	50.93 Mbps
Mean IP Throughput Required	50.00 Mbps
Minimum IP Throughput Required	50.00 Mbps
Minimum IP Throughput Availability Predicted	99.9999% (unavailable for 17 secs/year)

* Multipath availability calculated using Vigants-Barnett

Mode	Max Aggregate User IP Throughput (Mbps)	Max User IP Throughput in Either Direction (Mbps)	ICI MONTEBELLO			HUNTINGTON PARK		
			Fade Margin (dB)	IP Throughput Availability (%) *	Receive time in Mode (%)	Fade Margin (dB)	IP Throughput Availability (%) *	Receive time in Mode (%)
5	101.87	50.93	38.85	99.9999	99.9999	39.63	99.9999	99.9999
4	85.03	42.52	41.85	100.0000	0.0000	42.63	100.0000	0.0000
3	68.93	34.47	45.35	100.0000	0.0000	46.13	100.0000	0.0000
2	51.84	25.92	48.85	100.0000	0.0000	49.63	100.0000	0.0000
1	37.80	18.90	49.85	100.0000	0.0000	50.63	100.0000	0.0000
0	24.77	12.39	59.10	100.0000	0.0000	59.88	100.0000	0.0000

* Multipath availability calculated using Vigants-Barnett

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Attachment "C"

**Microwave Path Data Sheet
COMSEARCH**

19700 Janelia Farm Boulevard, Ashburn, VA, 20147
(703)726-5810 www.comsearch.com
Job Number: 200122COMSKN05

Date: 01/22/2020

Adaptive Modulation Prior Coordination Notice

One or more paths in this Prior Coordination Notice (PCN) use microwave radios with Adaptive Modulation. These paths can be identified by a numerical superscript notation immediately following the Radio Code on the path data sheet.

The superscript notation can be cross referenced to the corresponding table(s) below to identify the various modulation modes in which the microwave path will operate.

**(1) Master Radio Code: X11ES6 - Cambium Networks, LTD
Pages: 1**

Radio Code	Model	Model Description	Emission Designator	Modulation	Loading (Mbps)	Stability (%)	Coordinated Power (dBm)
TECF78	PTP11820G-V2	PTP 820G-SPLIT-MOUNT / ALL-INDOOR	10M0D7W	128 QAM	1 CH DIG 50.9	0.001	22.0
TECF79	PTP11820G-V2	PTP 820G-SPLIT-MOUNT / ALL-INDOOR	10M0D7W	64 QAM	1 CH DIG 42.5	0.001	22.0
TECF80	PTP11820G-V2	PTP 820G-SPLIT-MOUNT / ALL-INDOOR	10M0D7W	32 QAM	1 CH DIG 34.4	0.001	22.0
TECF81	PTP11820G-V2	PTP 820G-SPLIT-MOUNT / ALL-INDOOR	10M0D7W	16 QAM	1 CH DIG 25.9	0.001	23.0
TECF82	PTP11820G-V2	PTP 820G-SPLIT-MOUNT / ALL-INDOOR	10M0D7W	8 PSK	1 CH DIG 18.8	0.001	24.0
TECF83	PTP11820G-V2	PTP 820G-SPLIT-MOUNT / ALL-INDOOR	10M0G7W	QPSK	1 CH DIG 12.4	0.001	24.0

Microwave Path Data Sheet
COMSEARCH

19700 Janelia Farm Boulevard, Ashburn, VA, 20147
(703)726-5810 www.comsearch.com

PCN Date: 01/22/2020
Job Number: 200122COMSKN05

New Path
RCN Number: 20012252

Administrative Information

ICI MONTEBEL CA
City/County Montebello/Los Angeles
Status / License Basis Engineering Proposal / PRIMARY OPERATION
Call Sign
Licensee Code HPPD
Licensee Name City of Huntington Park Police Dept
Radio Service / Station Class MW -- Microwave Public Safety Pool

HUNTINGTON P CA
City/County Huntington Park/Los Angeles
Status / License Basis Engineering Proposal / PRIMARY OPERATION
Call Sign
Licensee Code HPPD
Licensee Name City of Huntington Park Police Dept
Radio Service / Station Class FXO -- Fixed

Site Information

Latitude (NAD 83) 34 ° 1' 57.1" N
Longitude (NAD 83) 118 ° 5' 53.6" W
Ground Elevation (m/ft-AMSL) 168.55 / 553.0
Antenna Structure Registration #
Path Azimuth (°) 242.210
Path Length (km / miles) 12.549 / 7.798

33 ° 58' 47.0" N
118 ° 13' 6.1" W
49.07 / 161.0
62.143

Transmit Antenna

70411R
Manufacturer RADIO WAVES, INC
Model HP4-11
Gain(dBi) / Beamwidth(°) / Tilt(°) 41.0 / 1.70 / -0.64
Centerline (m / ft - AGL) 25.91 / 85.0

70411R
RADIO WAVES, INC
HP4-11
41.0 / 1.70 / 0.55
14.63 / 48.0

Receive Antenna

Same As Transmit

Manufacturer
Model
Gain (dBi) / Beamwidth (°)
Centerline (m / ft - AGL)

Diversity Receive Antenna

Manufacturer
Model
Gain (dBi) / Beamwidth (°)
Centerline (m / ft - AGL)

Radio Information

X11ES6¹
Manufacturer Cambium Networks, LTD
Model PTP11820G-V2
Model Description PTP 820G-SPLIT-MOUNT 128QAM-QPSK (MAX)
Emission Designator / Modulation 10M0D7W 128 QAM
Loading 1 CH DIG 50900.000
Stability (%) 0.001
Nominal Coordinated Maximum
Power (dBm) 24.0
Received Level (dBm) -37.0
EIRP (dBm) 61.2
Fixed Loss: Tx / Common (dB) 0.0 / 3.8
Free Space Loss (dB) 135.4

X11ES6¹
Cambium Networks, LTD
PTP11820G-V2
PTP 820G-SPLIT-MOUNT 128QAM-QPSK (MAX)
10M0D7W 128 QAM
1 CH DIG 50900.000
0.001
Nominal Coordinated Maximum
24.0
-37.0
61.2
0.0 / 3.8

Transmit Frequencies (MHz) 11465.0000V(2)

10975.0000V(2)



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 7, 2020

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 AUTHORIZATION TO ACCEPT AN OFFER FOR THE LEASE OUT OF 1,200 ACRE FEET OF WATER RIGHTS WITH FLEX TO GOLDEN STATE WATER COMPANY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager, or his designee, to enter into an Agreement with Golden State Water Company for the lease of 1,200 acre feet of water rights, with flex (flex being the carryover privileges associated with the quantity of leased water rights) or any portion thereof, and
2. Authorize City Manager or his designee to execute, in duplicate, any and all documents pursuant to the disposition of water lease rights for the City Water Utility.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park's ("City") Water Utility includes six Water Wells that pump groundwater into our distribution system. The City owns an Adjudicated Pumping Allocation (APA) of 3,853 acre feet of water rights which it is entitled to pump annually. Of the six production Wells used to pump these water rights, three are currently in service, one is offline, and two are inoperable.

The City is working with the Water Replenishment District to address water quality concerns at the two inoperable sites. Specifically, the City has cleaned Well 16 (offline Well) in preparation to return it to service. Please note, Well 16 is offline due to the replacement of the pump and the removal of the sand from the reservoir. Similarly, Well 15 is inoperable due to the installation of carbon treatment vessels which will enhance the quality of the water served to the community. During an inspection of Well 15, it was discovered that the Cottage reservoir (located at Well 15) was in need of serious rehabilitation and not suitable to transfer water into our distribution system. For this reason, staff recommended and the City Council approved on December 17, 2019 the construction of a temporary bypass system that will pump water directly into our

CONSIDERATION AND AUTHORIZATION TO ACCEPT AN OFFER FOR THE LEASE OUT OF 1,200 ACRE FEET OF WATER RIGHTS WITH FLEX

April 7, 2020

Page 2 of 2

distribution system. This temporary by pass at Well 15 will allow the City time to study the alternatives for rehabilitation of the facility. Lastly, Well 17 is also inoperable due to elevated nitrate levels. The combined result of these inactive Wells is that the Water Utility does not have the capacity to pump the APA and there will be a surplus of water rights that would otherwise be unused. Based on historical pumping data Water Operations projects 1,200 acre feet of the APA for FY 19-20 is available to lease out.

City Council had previously given direction to staff to solicit proposals to lease out surplus water. Staff subsequently engaged Golden State Water Company and received their proposal (Attachment A) for the lease of 1200 acre-feet of water at \$160 per acre-foot for a total amount of \$192,000. Staff believes this proposal is in the best of interests of the City and merits consideration and approval by the City Council.

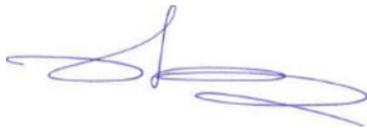
FISCAL IMPACT/FINANCING

Due to the previously mentioned capacity limitations with Wells 15, 16 and 17, it is not possible to pump all our adjudicated water rights for this operational year. Because of this surplus, our City will be able to secure additional revenue of \$192,000 to our Water Utility with approval of this lease agreement with Golden State Water.

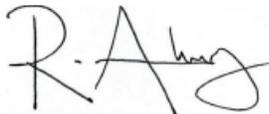
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



Raul Alvarez
Assistant City Manager/Acting Public Works Director

ATTACHMENT(S)

Attachment A - Water Right Lease Agreement

Attachment "A"

WATER RIGHT LICENSE AND AGREEMENT
(Central Basin)

For a valuable consideration, **The City of Huntington Park** (Licensor) hereby grants to **Golden State Water Company** (Licensee), a legal pumper in the Central Basin, a License to extract up to **1200** acre-feet of Licensor's Allowed Pumping Allocation Rights allocated to Licensor in the Central Groundwater Basin (or predecessors in interest) under and pursuant to Judgment dated October 11, 1965 and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing **July 1, 2019** and continuing to and including **June 30, 2020** including flex rights.

Said License is granted, subject to the following conditions:

1. Licensee shall exercise said right and extract the same during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.
2. Licensee shall pay any assessments levied on the pumping of said ground waters to the Water Replenishment District of Southern California (District).
3. Licensee shall notify the District that said pumping was done pursuant to this License and provide the District with a copy of this signed document.
4. Licensee shall note, in any recording of water production for the period of this Agreement that said pumping was done pursuant to this License.
5. Licensee's Allowed Pumping Allocation **shall, with flex** be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part III, Subpart A and B in said Judgment.
6. Licensee shall pay to the City **\$160** per acre-foot for the **1200** acre-feet per agreement following acceptance of this agreement by the District. Final payment to the Licensor shall be one hundred ninety-two thousand dollars (**\$192,000.00**).

7. Licensor and Licensee represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this License Agreement.

8. Licensor and Licensee shall each indemnify, defend, and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this License Agreement or from the negligence or willful misconduct of the indemnifying party, its agents, officials, or employees, arising from the performance of this License Agreement.

The City of Huntington Park warrants that it has up to **1200** acre-feet of Allowed Pumping Allocation Rights and that it has not pumped and will not pump or permit or license any other person to pump any part of said up to **1200** acre-feet during the period of July 1, 2019 to June 30, 2020 including flex rights.

LICENSOR:

**City of Huntington Park
(Licensor)**

APPROVED AS TO FORM

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

LICENSEE:

**Golden State Water Company
(Licensee)**

By: _____
 Name: Paul Rowley
 Title: Vice President, Operations
 Date: _____

By: _____
 Name: Eva Tang
 Title: CFO and Senior Vice President,
Finance
 Date: _____