

# CITY OF HUNTINGTON PARK

## City Council

## Regular Meeting

## Agenda

**Tuesday, August 18, 2020**

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

**Manuel “Manny” Avila**  
Mayor

**Graciela Ortiz**  
Vice Mayor

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

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

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

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

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

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

### **Public Comment**

*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](http://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](mailto:publiccomment@hpca.gov) or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start 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](http://www.hpca.gov). NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

## **CALL TO ORDER**

## **ROLL CALL**

Mayor Manuel "Manny" Avila  
Vice Mayor Graciela Ortiz  
Council Member Karina Macias  
Council Member Marilyn Sanabria  
Council Member Eduardo "Eddie" Martinez

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATION(S) –**

1. Outstanding Citizens Recognition
2. High School Graduate Recognition

## **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. No Items

## RECONVENE TO OPEN SESSION

### CLOSED SESSION ANNOUNCEMENT

#### CONSENT CALENDAR

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

#### OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held July 21, 2020

#### FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated August 4 and 18, 2020**

#### END OF CONSENT CALENDAR

#### REGULAR AGENDA

#### CITY CLERK

3. **CONSIDERATION AND APPROVAL OF RESOLUTION AMENDING THE CITY OF HUNTINGTON PARK'S CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2020-56 Approving and Amending the City of Huntington Park's Conflict of Interest Code in Accordance with the Political Reform Act.

#### PUBLIC WORKS

4. **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2017-03 ATP CYCLE III PROJECT NO. ATPL-5150(015)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to provide the Project Approval and Environmental Design of CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015).

**5. CONSIDERATION AND APPROVAL TO SUBMIT STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION LOCAL ROADWAY SAFETY PLAN FUNDING REQUEST APPLICATION**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to submit the State of California Department of Transportation (Caltrans) Local Roadway Safety Plan (LRSP) application; and
2. Authorize the City Manager to sign the application.

**6. CONSIDERATION AND APPROVAL TO SUBMIT COUNTY OF LOS ANGELES REGIONAL SAFE AND CLEAN WATER PROGRAM CALL FOR PROJECTS APPLICATION**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve staff to submit the County of Los Angeles Regional Safe and Clean Water Fiscal Call for Projects application; and
2. Authorize the City Manager to sign the application.

**7. CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATIONS FOR FIXED ROUTE PUBLIC TRANSIT SERVICES**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize budget appropriation of \$45,000 from Prop A fund balance to Account No. 219-8085-431.56-43;
2. Authorize budget appropriation of \$45,000 from Prop C fund balance to Account No. 220-8085-431.56-43;
3. Authorize staff to process Express Transportation Services invoices for the remaining FY 2019-20 for Fixed Route services and allocate this amount moving forward through FY 2020-21.

**END OF REGULAR AGENDA**

## PUBLIC HEARING

### COMMUNITY DEVELOPMENT

#### 8. **CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING TITLE 5, CHAPTER 11, ARTICLE 2, AND ARTICLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ILLEGAL DUMPING**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing; and
2. Take public testimony and staff's analysis; and
3. Waive first reading and introduce Ordinance No. 2020-984, approving an Ordinance Amendment amending Title 5, Chapter 11, Article 2, and Article 4 of the Huntington Park Municipal Code; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the September 1, 2020 City Council meeting.

#### 9. **APPROVE CONSIDERATION AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA ADDING ARTICLE 21, "SHARED MOBILITY DEVICES," IN CHAPTER 7 "TRAFFIC," AT TITLE 4, "PUBLIC SAFETY" OF THE HUNTINGTON PARK MUNICIPAL CODE**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing; and
2. Consider public testimony and staff's analysis; and
3. Approve first reading, waive further reading, and introduce Ordinance No. 2020-985 adding Article 21, "Shared Mobility Devices" in Chapter 7 "Traffic" at Title 4, "Public Safety" to the Huntington Park Municipal Code to prohibit shared mobility devices from being placed in the public-right-of-way or on public property.
4. Schedule the adoption of Ordinance No. 2020-985, as described above, for the September 1, 2020 City Council meeting.

### DEPARTMENTAL REPORTS (Information only)

### WRITTEN COMMUNICATIONS

## **COUNCIL COMMUNICATIONS**

**Council Member Eduardo “Eddie” Martinez**

**Council Member Marilyn Sanabria**

**Council Member Karina Macias**

**Vice Mayor Graciela Ortiz**

**Mayor Manuel “Manny” Avila**

## **ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, September 1, 2020 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 14th day August 2020.



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Sergio Infanzon, Acting City Clerk



**ITEM NO. 1**



## **MINUTES**

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, July 21, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, June 16, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

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

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

### **INVOCATION**

Invocation was led by Council Member Martinez.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice Mayor Ortiz

### **PRESENTATIONS**

1. No Presentations

### **PUBLIC COMMENT**

1. No Public Comment Cards were submitted by the public.

### **STAFF RESPONSE**

1. No staff response

### **CLOSED SESSION**

At 6:03 p.m. Mayor Ortiz, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2) [One matter]

At 6:22 p.m., Mayor Avila reconvened to open session with all Council Members present.

**CLOSED SESSION ANNOUNCEMENT**

City Attorney Aracely Almazan announced all five Council Members were present and briefed on closed session item 1. 1). No final action was taken, nothing to report.

**CONSENT CALENDAR**

**Motion:** Council Member Sanabria moved to approve the consent calendar from the July 21, Regular Meeting, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

**OFFICE OF THE CITY CLERK**

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

1-1. Regular City Council Meeting held on July 07, 2020

**FINANCE**

2. **Approve Accounts Payable and Payroll Warrant(s) dated July 21, 2020**

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**PUBLIC WORKS**

3. **CONSIDERATION AND APPROVAL OF RESOLUTION EXECUTING TRANSFER AGREEMENT NO. 2020MP34 SAFE, CLEAN WATER PROGRAM BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF HUNTINGTON PARK**

City Manager Ricardo Reyes announced the item and introduced Director Cesar Roldan to present the item.

**Motion:** Vice Mayor Ortiz moved to approve a resolution executing transfer agreement No. 2020MP34 Safe, Clean Water Program between The Los Angeles County Flood Control District and the City of Huntington Park, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

**4. CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE AND RECYCLING CONSULTING SERVICES**

City Manager Ricardo Reyes announced the item and introduced Director Cesar Roldan to present the item.

**Motion:** Council member Macias moved to approve the professional services agreement for solid waste and recycling consulting services, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

**POLICE**

**5. APPROVE PURCHASE AND INSTALLATION OF BI-DIRECTIONAL AMPLIFIER (BDA) SYSTEM NEEDED FOR NEWLY INSTALLED ICI RADIO SYSTEM**

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

**Motion:** Vice Mayor Ortiz moved to approve the installation of a bi-directional amplifier (BDA) system for newly installed ICI Radio system, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

**FINANCE**

**6. CONSIDERATION AND APPROVAL OF A RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2020-2021**

City Manager Ricardo Reyes announced the item and introduced Director Nita McKay to present the item.

**Motion:** Council Member Sanabria moved to approve a resolution fixing the annual pension tax rate to pay the City's pension obligation bond annual debt service and a portion of the cost of the public employee's retirement system for Fiscal Year 2020-2021, seconded by Vice Mayor Ortiz, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

### PUBLIC HEARING

**7. CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL SPECIAL TAX FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR 2020-2021**

City Manager Ricardo Reyes announced the item and stated that it was appropriate for the Mayor to open public comment.

City Attorney Araceli Almazan asked if anyone was present to make any comments

Mayor Avila opened public comment, there being none, closed public comment.

Director of Finance Nita McKay presented the item.

**Motion:** Vice Mayor Ortiz moved to approve a resolution establishing and ordering the levy and collection of the annual special tax for the City of Huntington Park street lighting, parks and landscaping special tax district for Fiscal Year 2020-2021, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

**8. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING COLLECTION OF DELINQUENT REFUSE CHARGES PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE COLLECTION FEES)**

City Manager Ricardo Reyes announced the item and stated that it was appropriate for the Mayor to open public comment.

Mayor Avila opened public comment, there being none, closed public comment.

**Motion:** Council Member Sanabria moved to approve a resolution authorizing collection of delinquent refuse charges pursuant to Section 6-2.112 of the City of Huntington Park's Municipal Code, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

### **END OF REGULAR AGENDA**

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

1. No reports

**WRITTEN COMMUNICATIONS** – None.

### **COUNCIL COMMUNICATIONS**

Council Member Martinez thanked the staff for making sure the council meeting was conducted safely. He also reminded everyone to be counted for the Census.

Council Member Sanabria thanked staff for their hard work and announced there was going to be a food tree give away and invited the public to visit the City's website to get the information.

Council Member Macias thanked staff for their hard work and commitment to continue providing essential services to the community

Vice Mayor Ortiz echoed comments previously made by the council members.

Mayor Avila reminded everyone to go back to the basics on the fight against COVID-19; Wear a mask, and keep the social distance.

### **ADJOURNMENT**

Mayor Avila adjourned the meeting at 6:44 p.m. on Memory of John Lewis, to a Regular Meeting on Tuesday, August 04, 2020 at 6:00 P.M.

Respectfully submitted,



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Sergio Infanzon  
Acting City Clerk



**ITEM NO. 2**



**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 8-4-20**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	
ALVAREZ-GLASMAN & COLVIN	2019-05-18528	111-0220-411.32-70	ADMIN LEGAL SRVCS 5/2019	563.65	
	2019-05-18529	111-0220-411.32-70	ADMIN LEGAL SRVCS 5/2019	2,638.86	
	2019-06-18545	111-0220-411.32-70	ADMIN LEGAL SRVCS 6/2019	5,582.60	
	2019-06-18546	111-0220-411.32-70	ADMIN LEGAL SRVCS 6/2019	996.25	
	2020-01-19161	111-0220-411.32-70	ADMIN LEGAL SRVCS 1/2020	23,593.68	
	2020-01-19162	111-0220-411.32-70	ADMIN LEGAL SRVCS 1/2020	588.50	
	2020-01-19163	111-0220-411.32-70	ADMIN LEGAL SRVCS 1/2020	1,231.65	
	2020-02-19235	111-0220-411.32-70	ADMIN LEGAL SRVCS 2/2020	36,567.11	
	2020-02-19236	111-0220-411.32-70	ADMIN LEGAL SRVCS 2/2020	14,971.80	
	2020-03-19263	111-0220-411.32-70	ADMIN LEGAL SRVCS 3/2020	825.00	
	2020-05-19451	111-0220-411.32-70	ADMIN LEGAL SRVCS 5/2020	22,267.64	
	2020-05-19452	111-0220-411.32-70	ADMIN LEGAL SRVCS 5/2020	1,395.00	
	2019-11-19425	745-9031-413.32-70	CLERK LEGAL SRVCS	6,117.50	
				<b>\$117,339.24</b>	
	AMERICAN EXPRESS	19877275	111-0110-411.58-19	CM MACIAS OFFICE SUPPLIES	1,539.83
		138F827250	111-0110-411.58-21	MAYOR AVILA OFFICE SUPPLS	1,370.69
		19877339	111-0110-411.58-21	CM SANABRIA OFFICE SUPPLS	844.71
		G283339	111-0110-411.58-21	CM SANABRIA OFFICE SUPPLS	1,205.74
		19886200	111-0110-411.58-23	VM ORTIZ-OFFICE SUPPLIES	332.70
		19878936	111-0110-411.58-24	MAYOR AVILA'S OFFICE SUPP	844.71
7301100154		111-0110-411.66-05	COUNCIL MEETING EXPENSE	110.03	
48090847200		111-0210-413.53-10	CREDIT / REFUND	-44.09	
NT_HPA6C2XN		111-0210-413.56-41	ADM MONTHLY SUBSCRIPTION	24.95	
8240517-108		111-0210-413.59-15	MAILCHIMP-FIREWORKS MSSAG	99.94	
125448035		111-6010-451.64-00	P&R NRPA MEMBERSHIP	175.00	
01744572		111-6020-451.61-35	P&R OFFICE SUPPLIES	14.22	
125448035		111-6020-451.61-35	P&R VIDEO EDITING SOFTWARE	69.95	
10041872206		111-7010-421.61-20	PD AMPLIFIER INSPECT FEE	1,100.00	
82451000705		111-7010-421.61-20	PD INTERNET SERVICE	941.17	
837136096		111-7010-421.61-20	ADOBE SOFTWARE SUBSCRIPTN	14.99	
NT_HU9NSAXP		111-7010-421.61-20	PD LUCIHART SOFTWARE	15.00	
06/28/2020		111-9010-419.33-10	LATE FEE	39.00	
000772630		111-9010-490.61-60	PD HAND SANITIZERS	1,668.00	
10042006603		111-9010-490.61-60	PD PAYPAL REFUND	-14.32	
200620		111-9010-490.61-60	EMERGENCY MEALS PROGRAM	854.00	
204624		111-9010-490.61-60	EMERGENCY MEALS PROGRAM	980.00	
20600003		111-9010-490.61-60	EMERGENCY MEALS PROGRAM	1,365.00	
289517		111-9010-490.61-60	EMERGENCY MEALS PROGRAM	888.00	
65RGNJOPFO		111-9010-490.61-60	ADMIN COVID-19 SUPPLIES	264.50	
73011750163		111-9010-490.61-60	EMERGENCY MEALS PROGRAM	1,947.10	
73011750176		111-9010-490.61-60	EMERGENCY MEALS PROGRAM	2,045.14	

CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 8-4-20

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	HVAUYKX2DO5	111-9010-490.61-60	EMERGENCY MEALS PROGRAM	205.06
	LNPI5OPI7H	111-9010-490.61-60	EMERGENCY MEALS PROGRAM	198.45
	VBTAQX1F2PK	111-9010-490.61-60	EMERGENCY MEALS PROGRAM	357.00
	138321217	287-8057-432.54-00	PW ADVERTISEMENT	1,058.40
				<b>\$20,494.87</b>
ARAMARK UNIFORM & CAREER APPAREL	000535082991	741-8060-431.56-41	PW UNIFORM LAUNDRY SRVC	208.44
	000535185913	741-8060-431.56-41	PW UNIFORM LAUNDRY SRVC	123.37
	000535206088	741-8060-431.56-41	PW UNIFORM LAUNDRY SRVC	137.15
	000535233538	741-8060-431.56-41	PW UNIFORM LAUNDRY SRVC	436.90
				<b>\$905.86</b>
AT&T PAYMENT CENTER	7/7/20-8/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	7/7/20-8/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	7/7/20-8/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	7/7/20-8/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	7/7/20-8/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	100.52
	7/7/20-8/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	194.02
				<b>\$507.01</b>
AY NURSERY INC.	109751	535-8090-452.61-20	PLANTS 2020 GRAD SIGN	91.35
				<b>\$91.35</b>
BENEFIT ADMINISTRATION CORPORATION	6028788-IN	111-2030-413.56-41	FLEX ADMIN FEES 6/2020	50.00
				<b>\$50.00</b>
CAL PRIVATE BANK-FIT	PPE 07/12/2020	111-0000-217.20-10	FEDERAL TAX DEPOSIT	62,816.23
				<b>\$62,816.23</b>
CAL PRIVATE BANK-MEDICARE	PPE 07/12/2020	111-0000-217.10-10	MEDICARE TAX DEPOSIT	7,962.41
				<b>\$7,962.41</b>
CAL PRIVATE BANK-SIT	PPE 07/12/2020	111-0000-217.20-20	STATE TAX DEPOSIT	23,522.49
				<b>\$23,522.49</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	100000016090128	111-7010-421.24-50	ANNUAL UNFUNDED LIABILITY	2,653.00
	100000016090135	111-7010-421.24-50	ANNUAL UNFUNDED LIABILITY	1,660,507.00
	100000016090141	111-7010-421.24-50	ANNUAL UNFUNDED LIABILITY	1,631.00
	100000016090135	216-0110-411.23-50	ANNUAL UNFUNDED LIABILITY	31,612.00
	100000016090135	216-0210-413.23-50	ANNUAL UNFUNDED LIABILITY	104,219.80
	100000016090149	216-0210-413.23-50	ANNUAL UNFUNDED LIABILITY	442.20
	100000016090135	216-1010-411.23-50	ANNUAL UNFUNDED LIABILITY	35,020.00
	100000016090135	216-2030-413.23-50	ANNUAL UNFUNDED LIABILITY	20,724.00
	100000016078916	216-2030-413.23-00	1959 SURVIVOR BENEFITS	321.60
	100000016079214	216-2030-413.23-00	1959 SURVIVOR BENEFITS	2,236.80
	100000016079412	216-2030-413.23-00	1959 SURVIVOR BENEFITS	2,688.00
	100000016079434	216-2030-413.24-00	1959 SURVIVOR BENEFITS	1,948.80
	100000016080047	216-2030-413.24-00	1959 SURVIVOR BENEFITS	1,089.60
	100000016080309	216-2030-413.24-00	1959 SURVIVOR BENEFITS	172.80

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALIF PUBLIC EMPLOYEES RETIREMENT	100000016090135	216-3010-415.23-50	ANNUAL UNFUNDED LIABILITY	218,088.00
	100000016090135	216-5010-419.23-50	ANNUAL UNFUNDED LIABILITY	172,307.80
	100000016090149	216-5010-419.23-50	ANNUAL UNFUNDED LIABILITY	442.20
	100000016090135	216-6010-451.23-50	ANNUAL UNFUNDED LIABILITY	117,779.60
	100000016090149	216-6010-451.23-50	ANNUAL UNFUNDED LIABILITY	884.40
	100000016090135	216-7010-421.23-50	ANNUAL UNFUNDED LIABILITY	382,816.80
	100000016090149	216-7010-421.23-50	ANNUAL UNFUNDED LIABILITY	442.20
	100000016090135	216-7010-421.24-50	ANNUAL UNFUNDED LIABILITY	935,878.00
	100000016090135	216-8010-431.23-50	ANNUAL UNFUNDED LIABILITY	296,649.00
CALPROMAX ENGINEERING, INC.	3	202-8080-431.73-10	CONSTRUCTION ATP CYCLE II	84,437.42
CARROLL SELLS COURT REPORTING SRVC	15301	745-9031-413.33-70	COURT REPORTING SRVCS	\$84,437.42
CENTRAL BASIN MWD	HP-JUN20	681-8030-461.41-00	POTABLE WATER-JUNE 2020	2,303.42
				\$2,303.42
				173,917.22
				<b>\$173,917.22</b>
CENTRAL FORD	357275	741-8060-431.43-20	A/C LINES & HOSE UNIT 976	189.19
	357349	741-8060-431.43-20	LOWER RADIATOR HOSE # 976	101.50
	357425	741-8060-431.43-20	UPPER RADIATOR HOSE # 976	42.38
	357523	741-8060-431.43-20	REAR AXLES UNIT # 915	606.77
				<b>\$939.84</b>
CHARTER COMMUNICATIONS	0511379061320	111-7010-421.53-10	PD INTERNET SRVC 6/13-7/12/20	154.98
	0019175070120	111-9010-419.53-10	ADMIN CABLE SRVCS 7/2020	23.90
	0444795070220	111-9010-419.53-10	CITY HALL INTERNET SRVC 7/2-8/1/20	1,999.00
				<b>\$2,177.88</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 07/12/2020	111-0000-217.30-30	MEDICAL REIMBURSEMENT 125	423.75
CITY OF HUNTINGTON PARK GEA	PPE 07/12/2020	111-0000-217.60-10	GEA ASSOCIATION DUES	\$423.75
CLINICAL LAB OF SAN BERNARDINO, INC	975679	681-8030-461.56-41	WATER TESTING 6/2020	684.95
				<b>\$684.95</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 07/12/2020	111-0000-217.50-40	SUPPLEMENTAL INSURANCE	794.75
				<b>\$794.75</b>
COMMERCIAL TIRE COMPANY	1-160785	741-8060-431.43-20	FLAT REPAIR UNIT # 204	899.89
				<b>\$899.89</b>
CONCENTRA MEDICAL CENTERS	68390824	111-2030-413.56-41	PD PHYSICAL LEVEL 2	193.45
				<b>\$193.45</b>
				546.00
				<b>\$546.00</b>
CR&R INCORPORATED	FY 19/20-FINAL	111-0000-201.20-00	REFUSE TAX LIEN FY 18/19	10,451.29
	FY 19/20-FINAL	111-0000-318.10-00	REFUSE TAX LIEN FY 18/19	-1,425.18
	FY 19/20-FINAL	111-0000-395.10-00	REFUSE TAX LIEN FY 18/19	-950.12
				<b>\$8,075.99</b>

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DANIEL RODRIGUEZ	07/23/2020	111-7022-421.16-20	RESERV OFCR UNIFORM ALLOWANCE	550.00
				<b>\$550.00</b>
DATA TICKET INC.	114457	111-3010-415.56-41	BL CITATION PROCESS 6/2020	50.50
	112503	111-5055-419.56-41	CODE ENFORCE CITE 4/2020	31.50
	113425	111-5055-419.56-41	CODE ENFORCE CITE 5/2020	12.50
	114343	111-5055-419.56-41	CODE ENFORCE CITE 6/2020	50.50
				<b>\$145.00</b>
DAY WIRELESS SYSTEMS	INV637882	111-7010-421.56-41	PD MAINTNCE AGREEMENT SRVC	5,924.80
				<b>\$5,924.80</b>
DE LAGE LANDEN	68433511	111-9010-419.44-10	CITY HALL COPIER LSE 7/2020	2,092.10
				<b>\$2,092.10</b>
DELTA DENTAL INSURANCE COMPANY	BE004014459	111-0000-217.50-20	DELTA PREMIUM 8/2020	2,182.78
	BE004016782	111-0000-217.50-20	DELTA PREMIUM 8/2020	8,568.42
				<b>\$10,751.20</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	JUNE 2020	111-7065-441.56-41	ANIMAL HOUSING COSTS 6/2020	11,403.36
				<b>\$11,403.36</b>
DISCOUNT SCHOOL SUPPLY	P39428870002	111-6020-451.61-35	P&R CARE PACKAGE SUPPLIES	702.90
				<b>\$702.90</b>
DUNN EDWARDS CORPORATION	2009298891	111-8095-431.61-50	GRAFFITI SUPPLIES	228.70
				<b>\$228.70</b>
F&A FEDERAL CREDIT UNION	PPE 07/12/2020	111-0000-217.60-40	EMPLOYEE DEDUCTION	8,040.50
				<b>\$8,040.50</b>
FIRST CHOICE SERVICES	691593	111-9010-419.61-20	CITY WIDE COFFEE SUPPLIES	99.21
				<b>\$99.21</b>
GALLS, LLC	015983508	111-7022-421.61-24	PD UNIFORM EQUIPMENT	396.64
	015983509	111-7022-421.61-24	PD UNIFORM EQUIPMENT	4.40
	015991790	111-7022-421.61-24	PD UNIFORM EQUIPMENT	149.93
				<b>\$550.97</b>
GLOBAL EQUIPMENT COMPANY INC.	116229876	220-8070-431.61-20	HEAVY DUTY DE-GREASER 5 G	490.00
	116229876	535-8090-452.61-20	HEAVY DUTY DE-GREASER 5 G	72.26
				<b>\$562.26</b>
HASA, INC.	695486	681-8030-461.41-00	HYPO SODIUM CHLORITE	239.05
	695487	681-8030-461.41-00	HYPO SODIUM CHLORITE	266.44
	696201	681-8030-461.41-00	HYPO SODIUM CHLORITE	223.46
	696202	681-8030-461.41-00	HYPO SODIUM CHLORITE	179.29
				<b>\$908.24</b>
HINDERLITER DE LLAMAS & ASSOCIATES	SIN001276	111-9010-419.56-41	AUDIT SRVCS-Q4/2019	1,938.70
				<b>\$1,938.70</b>
HOME DEPOT - PUBLIC WORKS	1511524	111-6030-451.61-35	PARKS & REC SUPPLIES	65.64
	1814021	111-7022-421.61-24	PD SUPPLIES	478.49
	972957	111-8010-431.61-21	PW OFFICE SUPPLIES	250.11
				<b>\$794.24</b>

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HUNTINGTON PARK POLICE MGMT ASSN.	PPE 07/12/2020	111-0000-217.60-10	PMA ASSOCIATION DUES	150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 07/12/2020	111-0000-217.60-10	POA ASSOCIATION DUES	\$150.00
IMPACT TIRE SERVICE	2441	741-8060-431.43-20	FLAT REPAIR UNIT # 346	6,926.30
				\$6,926.30
				35.00
				\$35.00
INDEPEDENT CITIES RISK MANAGEMENT	4208D	745-9030-413.26-00	20/21 WORKER'S COMP	182,663.00
	4208D	745-9031-413.52-10	20/21 VARIOUS PROGRAMS	276,820.00
	4208D	745-9031-413.52-20	20/21 LIABILITY PROGRAM	1,193,791.00
	4221	745-9031-413.52-25	LIABILITY PRGRM ASSESSMENT	159,247.27
				\$1,812,521.27
INFRAMARK LLC	53471	221-8010-431.76-01	SEWER INSPECT/VIDEO 7/2020	6,036.16
	52233	283-8040-432.56-41	SEWER HOT SPOTS 6/2020	4,613.05
	53471	681-8030-461.73-10	SEWER INSPECT/VIDEO 7/2020	4,562.51
				\$15,211.72
INFRASTRUCTURE ENGINEERS	25225R	111-5010-419.56-49	BUILDING SAFETY SRVC 6/2020	494.98
	25267	111-8080-431.56-62	ENGINEERING SRVCS 6/2020	48,074.38
	25260	222-8010-431.76-06	SLAUSON CONGESTION 6/2020	31,435.90
				\$80,005.26
JC SIGNS	260	111-6010-451.74-10	P&R GRAD 2020 SIGNS	5,000.00
				\$5,000.00
JCL TRAFFIC	104915	535-8090-452.61-20	P&R NO PETS ALLOWED SIGNS	1,891.94
JDS TANK TESTING & REPAIR INC	14796	741-8060-431.43-20	MONTHLY TANK TESTING 7/20	\$1,891.94
				135.00
				\$135.00
JOHN L RAINALDI	FY 19/20-FINAL	111-0000-201.20-00	REFUSE TAX LIEN FY 18/19	187,810.75
	FY 19/20-FINAL	111-0000-318.10-00	REFUSE TAX LIEN FY 18/19	-25,610.56
	FY 19/20-FINAL	111-0000-395.10-00	REFUSE TAX LIEN FY 18/19	-17,073.70
				\$145,126.49
KNIGHTSCOPE, INC.	627	229-0210-421.44-10	K5 SUBSCRIPTION 7/1-7/14/20	3,000.00
				\$3,000.00
LAN WAN ENTERPRISE, INC	70344	111-7010-419.43-15	IT SRVCS 7/2020	22,772.00
	70344	111-9010-419.43-15	IT SRVCS 7/2020	22,772.00
				\$45,544.00
LEGAL SHIELD	GROUP # 0143713	111-0000-217.60-50	ID THEFT PREMIUM 7/2020	80.70
				\$80.70
LIEBERT CASSIDY WHITMORE	1502781	111-2030-413.59-16	SUPERVISORY TRAINING	2,000.00
				\$2,000.00
LYNBERG & WATKINS APC	52169	745-9031-413.32-70	CLERK LEGAL SERVICES	8,053.45
	52170	745-9031-413.32-70	CLERK LEGAL SERVICES	848.26
	52171	745-9031-413.32-70	CLERK LEGAL SERVICES	4,815.20
	52172	745-9031-413.32-70	CLERK LEGAL SERVICES	1,006.00

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LYNBERG & WATKINS APC	54670	745-9031-413.32-70	CLERK LEGAL SERVICES	7,084.43
	55061	745-9031-413.32-70	CLERK LEGAL SERVICES	2,876.40
	55325	745-9031-413.32-70	CLERK LEGAL SERVICES	464.55
	55326	745-9031-413.32-70	CLERK LEGAL SERVICES	168.23
	55327	745-9031-413.32-70	CLERK LEGAL SERVICES	67.66
	55494	745-9031-413.32-70	CLERK LEGAL SERVICES	51.00
				<b>\$25,435.18</b>
MACKAY INDUSTRIAL REPAIR	5350	535-8090-452.61-20	WATER PUMP R. PEREZ PARK	1,080.00
				<b>\$1,080.00</b>
MARINA LANDSCAPE, INC	119124-2	152-6010-451.73-10	HP GREENWAY PRJCT PYMNT 2	60,467.50
				<b>\$60,467.50</b>
MARQUEZ ASB	76492/76699	111-0000-347.70-00	P&R RESERVATION CANCELLED	2,163.00
				<b>\$2,163.00</b>
MERCURY PUBLIC AFFAIRS, LLC	202005-0142	111-0210-413.56-41	LOBBYING SRVCS 5/5-6/5/20	10,000.00
	202006-0378	111-0210-413.56-41	LOBBYING SRVCS 6/6-7/6/20	10,000.00
				<b>\$20,000.00</b>
MITY-LITE	00120773	111-6010-451.74-10	TABLES FOR SALT LAKE PARK	1,986.71
MR. C'S TOWING	11881	111-7010-421.61-20	TOW CHARGE-PD CASE	\$1,986.71
				211.00
				<b>\$211.00</b>
NCM AUTOMOTIVE	HP3007	741-8060-431.43-20	REPAIR/PAINT PD UNIT # 966	711.75
	HP3008	741-8060-431.43-20	PD NEW DECALS UNIT # 975	400.00
				<b>\$1,111.75</b>
NORTH STAR LAND SCAPE LLC	1601-85	222-8010-431.56-41	LANDSCAPE MAINTNCE 5/2020	2,912.00
	1601-85	535-8090-452.56-60	LANDSCAPE MAINTNCE 5/2020	20,145.75
				<b>\$23,057.75</b>
O'REILLY AUTO PARTS	2959-257741	741-8060-431.43-20	FUEL CAP PD UNIT # 971	15.79
	2959-257992	741-8060-431.43-20	CERAMIC PADS	204.17
	2959-258067	741-8060-431.43-20	THROTTLE BODY/GASKET # 904	295.35
	2959-258087	741-8060-431.43-20	THROTTLE BODY UNIT # 346	191.36
	2959-258212	741-8060-431.43-20	FILTERS	97.72
	2959-259518	741-8060-431.43-20	CENTER SUP BRG UNIT # 186	82.11
	2959-259622	741-8060-431.43-20	PD FRONT DISK BRAKE # 977	322.06
	2959-259904	741-8060-431.43-20	SHIFT LEVER UNIT # 198	76.86
	2959-259906	741-8060-431.43-20	FORD ECM PD UNIT # 913	737.56
	2959-260042	741-8060-431.43-20	INSTRUMNT CLUSTER PD # 912	694.11
	2959-260424	741-8060-431.43-20	OIL DRAIN PLUG	58.80
	2959-260498	741-8060-431.43-20	WATER PUMPS & SILICONE # 182	139.60
	2959-260583	741-8060-431.43-20	DISCPAD SET & WIPER FLUID	440.34
	2959-260587	741-8060-431.43-20	FUEL PUMP PD UNIT # 913	479.69
	2959-260843	741-8060-431.43-20	CHLORINE TABLETS	111.36
	2959-260978	741-8060-431.43-20	CREDIT CERAMIC PADS	-188.13

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O'REILLY AUTO PARTS	2959-263080	741-8060-431.43-20	COIL UNIT # 975	140.52	
	2959-263082	741-8060-431.43-20	TPMS SENSOR UNIT # 279	106.66	
	2959-263462	741-8060-431.43-20	BRAKE ROTORS UNIT # 915	694.91	
	2959-263990	741-8060-431.43-20	WHEEL NUTS CROWN VEHICLES	96.43	
	2959-264341	741-8060-431.43-20	LOCK CLUBS SHOP SUPPLY	131.36	
	2959-264357	741-8060-431.43-20	AIR FILTER UNIT # 957	62.83	
	2959-264403	741-8060-431.43-20	FUEL FILTER UNIT # 220	4.47	
	2959-264405	741-8060-431.43-20	FUEL FILTERS LIGHT TOWERS	58.47	
	2959-265653	741-8060-431.43-20	TENSIONER UNIT # 182	37.89	
	2959-265859	741-8060-431.43-20	PD DISC PAD SETS & ROTRS	878.83	
	2959-266118	741-8060-431.43-20	FLASHER UNIT # 182	16.63	
	PAUL WEINRICH	07/23/2020	111-7022-421.16-20	RESERV OFCR UNIFORM ALLOWANCE	\$5,987.74
	R & R INDUSTRIES, INC.	T31517	111-0110-411.58-19	CM MACIAS EXPENSE	\$550.00
		T31518	111-0110-411.58-21	CM SANABRIA EXPENSE	143.14
T31522		111-0110-411.58-23	VICE MAYOR ORTIZ EXPENSE	75.92	
T31516		111-0110-411.58-24	MAYOR AVILA EXPENSE	88.02	
T31519		111-0110-411.58-25	CM MARTINEZ EXPENSE	257.94	
T31520		111-0210-413.59-15	ADMIN-R. ALAVAREZ EXPENSE	237.74	
T31521		111-0210-413.59-15	ADMIN EXPENSE	187.82	
ROBERTO HERNANDEZ	07/23/2020	111-7022-421.16-20	RESERV OFCR UNIFORM ALLWN	76.85	
SAFETY KLEEN	81230156	741-8060-431.43-20	RECYCLE 325 (G) AUTO OIL	\$1,067.43	
SANTI THE TINT KING	06/17/2020	741-8060-431.43-20	REMOVAL/REDO UNIT # 954	550.00	
SMART & FINAL	019482	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	239.25	
SOUTH COAST AIR QUALITY MGMT DISTR.	3672911 3674367	741-8060-431.42-05 741-8060-431.42-05	RULE 461 LIQUID FUEL DISP FLAT FEE LAST FY EMISSINS	285.00	
SOUTHERN CALIFORNIA EDISON	6/5/20-7/8/20 5/18/20-6/30/20 7/1/20-7/20/20	111-7024-421.62-10 111-8020-431.62-10 111-8020-431.62-10	SRVC AT 6542 & 6538 MILES SRVC AT 6900 BISSELL ST SRVC AT 6900 BISSELL ST	\$285.00	
SOUTHERN CALIFORNIA NEWS GROUP	0011379761	111-1010-411.54-00	CLERK ORDINANCE PUBLICATION	29.18	
SPARKLETT'S	15142085071620	111-0110-411.66-05	COUNCIL DRINKING WATER	\$29.18	
	15142085071620	111-0210-413.61-20	ADMIN DRINKING WATER	669.94	
	15142085071620	111-1010-411.61-20	CLERK DRINKING WATER	136.40	
				\$806.34	
				8,321.15	
				1,135.91	
				1,088.35	
				\$10,545.41	
				2,831.67	
				\$2,831.67	
				72.94	
				72.95	
				22.67	

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SPARKLETT'S	15142085071620	111-2030-413.61-20	HR DRINKING WATER	23.16
	15142085071620	111-3010-415.61-20	FINANCE DRINKING WATER	75.99
	15142085071620	111-5010-419.61-20	COMU DEV DRINKING WATER	72.92
	15142085071620	111-5055-419.61-20	CODE ENFORCE DRINKING WATER	24.30
	15142085071620	111-6010-451.61-20	PARKS & REC DRINKING WATER	72.09
	19438227 070120	111-7010-421.56-41	PD DELIVERY WATER SERVC	394.63
	15142085071620	111-8020-431.61-20	PW ADMIN DRINKING WATER	191.41
	15142085071620	111-8080-431.61-20	PW ENGINE DRINKING WATER	24.31
				<b>\$1,047.37</b>
	SPRINT SOLUTIONS, INC	475527450-005	111-6010-451.56-41	P&R WALKIE TALKIE SRV 6/9-7/8/20
			<b>\$130.62</b>	
STANDARD GLASS & MIRROR	7552	111-6010-451.73-10	TINT WINDOWS S. LAKE PARK	1,100.00
			<b>\$1,100.00</b>	
STAPLES ADVANTAGE	8058918831	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	29.60
	8058918831	111-1010-411.61-20	CLERK OFFICE SUPPLIES	102.94
	8058552978	111-2030-413.61-20	HR OFFICE SUPPLIES	38.63
	8058552978	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	922.34
	8058552978	111-6010-451.61-20	P&R OFFICE SUPPLIES	59.73
	8058552978	111-7010-421.61-20	PD ADMIN OFFICE SUPPLIES	103.37
	8058552978	111-7022-421.61-24	PD PATROL OFFICE SUPPLIES	54.34
	8058552978	111-7022-421.61-27	PD JAIL OFFICE SUPPLIES	269.06
	8058552978	111-7030-421.61-20	PD INVEST OFFICE SUPPLIES	13.18
	8058552978	111-9010-490.61-60	COVID-19 SUPPLIES	566.58
			<b>\$2,159.77</b>	
STAR2STAR COMMUNICATIONS LLC	SUBC00004507	111-9010-419.53-10	VOIP SRVCS 7/3/20-8/2/20	11,090.66
			<b>\$11,090.66</b>	
STATE CONTROLLER'S OFFICE	FTB-00002033	111-9010-419.56-41	FTB 2019 OFFSETS PROGRAM	2,057.27
			<b>\$2,057.27</b>	
SUPERCO SPECIALTY PRODUCTS	PSI337764	111-9010-490.61-60	PD COVID-19 SUPPLIES	658.09
			<b>\$658.09</b>	
SUPERION, LLC	285324	111-9010-419.33-10	CLICK2GOV3-JUNE 2020	165.38
	282592	111-9010-419.43-15	FINANCIAL SYSTEMS 7/2020	11,588.13
			<b>\$11,753.51</b>	
SUPERIOR INTERNATIONAL INDUSTRIES	INVO165714	535-8090-452.74-10	TABLES FOR PARKS	4,502.64
			<b>\$4,502.64</b>	
THE GAS COMPANY	6/8/20-7/8/20	111-7024-421.62-10	VARIOUS SRVC LOCATIONS	204.61
	6/8/20-7/8/20	111-8020-431.62-10	VARIOUS SRVC LOCATIONS	23.71
	6/8/20-7/8/20	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	267.00
	6/8/20-7/8/20	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	164.51
			<b>\$659.83</b>	

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TOWN HALL STREAMS	11015	111-1010-411.56-41	COUNCIL STREAMING 7/2020	300.00
				<b>\$300.00</b>
TRITECH SOFTWARE SYSTEMS	280515	111-7040-421.56-41	PD RMS/CAD SFTWRE RENEWAL	49,166.22
				<b>\$49,166.22</b>
U.S. BANK	PPE 07/12/2020	111-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,670.33
	PPE 07/12/2020	111-0000-217.30-20	PARS-P.T. EMPLOYEE DEDUCTION	1,572.52
	PPE 07/12/2020	111-0000-218.10-05	EMPLOYER CONTRIBUTION	25,633.70
				<b>\$28,876.55</b>
VERIZON WIRELESS	9858857006	111-0110-411.53-10	COUNCIL CELL 6/17-7/16/20	303.85
	9858857006	111-0210-413.53-10	ADMIN CELL 6/17-7/16/20	186.31
	9858857006	111-3010-415.53-10	FINANCE CELL 6/17-7/16/20	68.77
	9858857007	111-5055-419.53-10	CODE ENFORCE CELL 6/17-7/16/20	228.52
	9858857006	111-6010-419.53-10	PARKS CARD 6/17-7/16/20	216.25
				<b>\$1,003.70</b>
VOYA FINANCIAL	PPE 07/12/2020	111-0000-217.40-10	EMPLOYEE DEFERRED COMP	13,711.15
				<b>\$13,711.15</b>
WEST GOVERNMENT SERVICES	842684785	111-7030-421.56-41	LIBRARY PLAN CHARGES	66.90
				<b>\$66.90</b>
WEX BANK	66379609	741-8060-431.62-30	PD FUEL PURCHASE	341.64
				<b>\$341.64</b>
WILLDAN FINANCIAL SERVICES	010-44901	111-9010-419.56-41	SPECIAL TAX ADM 7/20-9/20	125.00
	010-44902	535-8016-431.56-41	SPECIAL TAX ADM 7/20-9/20	2,237.75
				<b>\$2,362.75</b>
				<b>\$6,951,352.06</b>



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ALVAREZ-GLASMAN & COLVIN	2020-05-19453	745-9031-413.32-70	CLERK'S LEGAL SRVCS 5/20	824.00
	2020-05-19454	745-9031-413.32-70	CLERK'S LEGAL SRVCS 5/20	400.00
	2020-06-19459	745-9031-413.32-70	CLERK'S LEGAL SRVCS 5/20	274.00
				<b>\$1,498.00</b>
ANGELICA CORTEZ	76287 / 76738	111-0000-347.20-00	P&R SPORTS REFUND	140.00
				<b>\$140.00</b>
ARAMARK UNIFORM & CAREER APPAREL	000535249567	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	329.30
	000535265854	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	122.12
	00053582200	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	124.74
				<b>\$576.16</b>
ASCAP	100005427556	111-6020-451.56-41	P&R MUSIC LICENSE FY19/20	725.00
				<b>\$725.00</b>
AT&T	000015070472	111-7010-421.53-10	PD CITY WIDE PHONE SRVCS	372.39
	6/28/20-7/27/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	78.80
	6/28/20-7/27/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	86.60
	6/28/20-7/27/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	86.60
	6/28/20-7/27/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	69.55
				<b>\$780.54</b>
AT&T MOBILITY	993625860X07142	111-7010-421.53-10	CITY WIDE PHONE SRVCS	10,124.79
				<b>\$10,124.79</b>
AVILA, REFUGIO R.	19357-10124	681-0000-228.70-00	WATER FINAL BILL REFUND	188.14
BLUE FISH	0012	111-9010-490.61-60	DELIVERED SENIOR MEALS	244.65
				<b>\$188.14</b>
BOB BARKER COMPANY INC.	WEB000678883	121-7040-421.56-14	PD JAIL SUPPLIES	425.10
				<b>\$425.10</b>
BRINK'S INCORPORATED	3430435	111-9010-419.33-10	BANK TRANSPORT SRV 7/2020	536.39
	3430436	111-9010-419.33-10	MONEY PROCESSING 7/2020	113.61
				<b>\$650.00</b>
BRIZUELA'S IRON WORK	0808	535-8090-452.43-20	COMU CENTER FENCE LABOR	4,998.00
				<b>\$4,998.00</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 06/28/2020	111-0000-217.30-10	RETIREMENT BENEFIT	39,924.76
	PPE 06/28/2020	111-0000-218.10-10	RETIREMENT BENEFIT	67,684.63
				<b>\$107,609.39</b>
CALIFORNIA DEPARTMENT OF TAX AND	07/22/2020	741-8060-431.42-05	TANK MAINTEN 1/1-12/31/19	2,237.80
				<b>\$2,237.80</b>
CALPERS	100000016113183	111-0000-217.50-10	MEDICAL BENEFITS 8/2020	164,759.93
	100000016113183	111-9013-413.56-41	MEDICAL BENEFITS 8/2020	395.42
	100000016113183	217-7010-413.28-00	MEDICAL BENEFITS 8/2020	101,819.93
	100000016113183	217-9010-413.28-00	MEDICAL BENEFITS 8/2020	53,868.03
	100000016113183	217-9010-413.56-41	MEDICAL BENEFITS 8/2020	396.54
				<b>\$321,239.87</b>

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CALPRIVATE BANK	2469216J62XKRT6	111-0110-411.58-21	COUNCIL OFFICE SUPPLIES	1,411.70	
	2490641JN2VK6BZ	111-0110-411.58-25	COUNCIL OFFICE SUPPLIES	1,092.39	
	2401339JE00V3QF	111-0110-411.66-05	COUNCIL DINNER EXPENSE	106.84	
	2443106HVBLNWER	111-9010-490.61-60	SENIOR MEAL DISTRIBUTION	693.00	
	2443106J2BLP34Q	111-9010-490.61-60	SENIOR MEAL DISTRIBUTION	728.00	
	2443106JGBLNWER	111-9010-490.61-60	SENIOR MEAL PROGRAM	350.00	
	2449215HZMHNSM	111-9010-490.61-60	SENIOR MEAL DISTRIBUTION	371.00	
	2449215J5RVJD8R	111-9010-490.61-60	SENIOR MEAL DISTRIBUTION	378.00	
	2469216J12XXZG3	111-9010-490.61-60	SENIOR MEAL DISTRIBUTION	214.99	
	2469216J12XXZH0	111-9010-490.61-60	SENIOR MEAL DISTRIBUTION	214.99	
	2469216JP2Y13RT	111-9010-490.61-60	SENIOR MEAL PROGRAM	994.00	
	2474400J0S66HJ9	111-9010-490.61-60	SENIOR MEAL DISTRIBUTION	1,377.37	
	2475076JMS66K65	111-9010-490.61-60	SENIOR MEAL PROGRAM	1,065.02	
				<b>\$8,997.30</b>	
	CHARTER COMMUNICATIONS	0444795080220	111-9010-419.53-10	CITY HALL INTERNET SRVC 7/2-8/1/20	1,999.00
		0511353071920	111-9010-419.53-10	ADMIN CABLE SRVCS 7/2020	194.97
				<b>\$2,193.97</b>	
DAILY JOURNAL CORPORATION	B3368936	239-0260-463.54-00	CLERK PUBLICATION	1,100.00	
	B3372302	239-0260-463.54-00	CLERK PUBLICATION	750.00	
			<b>\$1,850.00</b>		
DAPEER, ROSENBLIT & LITVAK	16168	111-0220-411.32-70	COMU DEV LEGAL SRVCS 7/19	17.50	
	16170	111-0220-411.32-70	COMU DEV LEGAL SRVCS 7/19	832.50	
	16171	111-0220-411.32-70	COMU DEV LEGAL SRVCS 7/19	817.20	
	16531	111-0220-411.32-70	COMU DEV LEGAL SRVC 10/19	2,452.50	
	16648	111-0220-411.32-70	COMU DEV LEGAL SRVC 11/19	5,085.00	
	17157	111-0220-411.32-70	COMU DEV LEGAL SRVCS 3/20	299.90	
	17158	111-0220-411.32-70	COMU DEV LEGAL SRVCS 3/20	90.00	
	17263	111-0220-411.32-70	COMU DEV LEGAL SRVCS 4/20	72.00	
	17265	111-0220-411.32-70	COMU DEV LEGAL SRVCS 4/20	2,610.00	
	17374	111-0220-411.32-70	COMU DEV LEGAL SRVCS 5/20	175.50	
	17376	111-0220-411.32-70	COMU DEV LEGAL SRVCS 5/20	3,115.20	
	17486	111-0220-411.32-70	COMU DEV LEGAL SRVCS 6/20	458.33	
	17488	111-0220-411.32-70	COMU DEV LEGAL SRVCS 6/20	430.70	
				<b>\$16,456.33</b>	
DATA TICKET INC.	114110	111-9010-415.56-15	PARKING CITE PROCESS 5/20	13,722.11	
	115056	111-9010-415.56-15	PARKING CITE PROCESS 6/20	10,097.70	
	114110	111-9010-419.53-10	EQUIPMENT LEASE 5/2020	583.98	
			<b>\$24,987.77</b>		
DATAPROSE, INC.	DP2002717	681-3022-415.53-20	WATER BILLS POSTAGE 7/20	1,758.62	
	DP2002717	681-3022-415.56-41	WATER BILLS 7/2020	1,240.20	
			<b>\$2,998.82</b>		

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DAY WIRELESS SYSTEMS	INV639735	111-7010-421.61-20	PD RADIO INSTALL	760.87
				<b>\$760.87</b>
DE LAGE LANDEN	68070155	111-9010-419.44-10	CITY HALL COPIER LSE 8/2020	2,092.10
DEVIN CASTILLO	76450 / 76736	111-0000-347.20-00	P&R SPORTS REFUND	\$2,092.10
				25.00
DORSA LLC	23747-24776	681-0000-228.70-00	WATER FINAL BILL REFUND	\$25.00
				380.32
				<b>\$380.32</b>
EXPRESS TRANSPORTATION SERVICES LLC	HPE07012020	111-0000-362.20-15	PROPERTY LEASE 6/2020	-2,000.00
	HPE07012020	111-0000-362.20-15	VEHICLE LEASE 6/2020	-500.00
	HPE07012020	219-0000-340.30-00	FARES JUNE 2020	-908.78
	HPE07012020	219-8085-431.56-43	HP EXPRESS-JUNE 2020	31,044.80
	HPE07012020	220-8085-431.56-43	HP EXPRESS-JUNE 2020	31,044.80
	HPE07012020	222-8010-431.56-43	HP EXPRESS-JUNE 2020	31,044.80
				<b>\$89,725.62</b>
GALLS, LLC	016047893	111-7022-421.61-24	PD UNIFORM EQUIPMENT	430.02
	016095531	111-7022-421.61-24	PD UNIFORM EQUIPMENT	25.35
	016095535	111-7022-421.61-24	PD UNIFORM EQUIPMENT	68.33
				<b>\$523.70</b>
GENERAL FIVE ARCADE, LLC	11017-9844	681-0000-228.70-00	WATER FINAL BILL REFUND	89.34
				<b>\$89.34</b>
GLOBALSTAR USA	00000003658195	111-7010-421.53-10	PD PHONE SERVICE	88.54
GOMEZ, JUAN CARLOS	20409-7718	681-0000-228.70-00	WATER FINAL BILL REFUND	<b>\$88.54</b>
				63.57
GONZALEZ, FERNANDO	20049-2798	681-0000-228.70-00	WATER DEPSIT REFUND	<b>\$63.57</b>
				100.00
				<b>\$100.00</b>
GOODIES UNIFORMS	28586	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	164.20
	28587	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	10.95
				<b>\$175.15</b>
GUERRERO, MARCOS	1015-21090	681-0000-228.70-00	WATER CREDIT REFUND	163.76
				<b>\$163.76</b>
HASA, INC.	698304	681-8030-461.41-00	HYPO SODIUM CHLORITE	239.05
	698305	681-8030-461.41-00	HYPO SODIUM CHLORITE	307.35
	698306	681-8030-461.41-00	HYPO SODIUM CHLORITE	341.50
	698307	681-8030-461.41-00	HYPO SODIUM CHLORITE	172.46
	699459	681-8030-461.41-00	HYPO SODIUM CHLORITE	240.65
	699461	681-8030-461.41-00	HYPO SODIUM CHLORITE	213.44
				<b>\$1,514.45</b>
HINDERLITER DE LLAMAS & ASSOCIATES	SIN001936	111-9010-419.56-41	AUDIT SRVCS-SALES TAX Q4	312.92
	SIN001936	111-9010-419.56-41	CONTRACT SRVCS-SALES TAX	1,200.00
				<b>\$1,512.92</b>

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HOME DEPOT - PUBLIC WORKS	19070587	111-8095-431.61-50	PW GRAFFITI SUPPLIES	4,043.55
				<b>\$4,043.55</b>
INFRAMARK LLC	54252	681-8030-461.76-10	RESERVOIR 16 PHASE 2 7/20	62,764.90
				<b>\$62,764.90</b>
INFRASTRUCTURE ENGINEERS	25224	111-5010-419.56-49	BUILDING SAFETY SRVC 6/20	23,577.50
	25225	111-5010-419.56-49	B&S PLAN CHECK SRVC 6/20	351.98
	25190	681-8030-461.73-10	AQUATIC CNTR COSNTRCT5/20	68,200.00
	25213	681-8030-461.73-10	AQUATIC CNTR COSNTRCT6/20	68,200.00
				<b>\$160,329.48</b>
INLAND WATER WORKS SUPPLY CO.	S1034317.001	681-3022-415.56-41	WATER DEPT SFTWRE UPGRADE	324.00
				<b>\$324.00</b>
JACQUELINE PEREZ	76539 / 76734	111-0000-347.20-00	P&R SPORTS REFUND	25.00
				<b>\$25.00</b>
JUDICATE WEST	CLAIM # 1976810	745-9031-413.32-70	CLERK'S LEGAL SERVICES	4,000.00
				<b>\$4,000.00</b>
KLIMT CONSULTING, LLC	01-UGLC	152-6010-451.73-10	LABOR COMPLIANCE SRVCS	7,500.00
				<b>\$7,500.00</b>
KONICA MINOLTA BUSINESS SOLUTIONS	267495686	111-9010-419.43-15	FIN REV COPIER LSE 7/2020	280.66
	267496232	111-9010-419.43-15	FIN COPIER LSE 7/2020	359.99
				<b>\$640.65</b>
LACMTA	105782	219-8085-431.58-50	METRO TAP CARDS 6/2020	40.00
				<b>\$40.00</b>
LAN WAN ENTERPRISE, INC	65370	111-1010-411.61-20	CLERK 10 FOOT CABLE	36.97
	68052	111-9010-419.74-10	C. HALL EMPLOYEE KEY CARD	63,510.00
				<b>\$63,546.97</b>
LYNBERG & WATKINS APC	55640	745-9031-413.32-70	CLERK LEGAL SRVCS 6/20	19,220.17
	55641	745-9031-413.32-70	CLERK LEGAL SRVCS 6/20	1,564.65
	55642	745-9031-413.32-70	CLERK LEGAL SRVCS 6/20	7,954.23
	55643	745-9031-413.32-70	CLERK LEGAL SRVCS 6/20	1,716.10
				<b>\$30,455.15</b>
M & M FASHION INC.	20169-21230	681-0000-228.70-00	WATER DEPOSIT REFUND	200.00
				<b>\$200.00</b>
MARINA LANDSCAPE, INC	119124-3	152-6010-451.73-10	HP GREENWAY PRJCT PYMNT 3	169,394.50
				<b>\$169,394.50</b>
MARX BROS FIRE EXTINGUISHER CO INC.	E31261	741-8060-431.43-20	PD 20 FIRE EXTINGUISHERS	462.30
				<b>\$462.30</b>
MAYWOOD MUTUAL WATER COMPANY, NO. 1	JAN-FEB 2020	283-8040-432.56-41	WATER CONSUMPTION REPORT	400.00
	MARCH-APR 2020	283-8040-432.56-41	WATER CONSUMPTION REPORT	400.00
	NOV-DEC 2019	283-8040-432.56-41	WATER CONSUMPTION REPORT	400.00
				<b>\$1,200.00</b>
NICHOLS CONSULTING ENGINEERS, CHTD	966023005	221-8010-431.76-01	STREET ENHNCMNT PROJECT	14,019.00
				<b>\$14,019.00</b>

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NUBIA BANUELOS	76452 / 76739	111-0000-347.20-00	P&R SPORTS REFUND	25.00
OK PRINTING DESIGN & DIGITAL PRINT	1761 1762	111-7022-421.61-24 111-7030-421.61-20	PD FIELD INFO CARD PD ENVELOPES	\$25.00 219.50 140.13
PARS	46001 46001	216-3010-415.32-40 216-3010-415.32-40	PARS ACTUARIAL FEES PARS REPORT 19 GASB 67/68	\$359.63 8,500.00 3,000.00
PURCHASE POWER	07/14/2020	111-9010-419.53-20	CITY WIDE POSTAGE FEES	\$11,500.00 1,637.29
REGISTRAR RECORDER/COUNTY CLERK	20305114529151 202054114529149	111-0000-228.90-00 111-1010-411.31-10	3/3/20 PRSDNTIAL ELECTION 3/3/20 PRSDNTIAL ELECTION	\$1,637.29 9,133.74 88,403.05
RIO HONDO COLLEGE	1920-RGHUNT-170	111-7010-421.59-15	PD 19-20 4TH QTR RANGE	\$97,536.79 800.00
SALVATION ARMY	2 FY 19/20	239-0272-463.57-85	SOCIAL SRVCS 4 QUARTER	\$600.00 3,440.46
SCHAEFFER MANUFACTURING COMPANY	LP1779-INV1	741-8060-431.62-30	55 GALLON DRUM MOTOR OIL	\$3,440.46 1,393.04
SMART & FINAL	3197370067572	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	\$1,393.04 20.69
SOURCE ONE OFFICE PRODUCTS, INC.	IN-11426	111-9010-490.61-60	PD COVID-19 SUPPLIES	\$20.69 1,960.06
SOUTHERN CALIFORNIA EDISON	6/4/20-7/07/20 7/7/20-8/5/20 6/5/20-7/8/20 7/8/20-8/6/20 5/27/20-6/25/20 6/25/20-7/28/20 6/4/20-7/7/20	111-8010-415.62-10 111-8010-415.62-10 221-8014-429.62-10 221-8014-429.62-10 535-8016-431.62-10 535-8016-431.62-10 535-8016-431.62-10	VARIOUS SRVC ACCTS VARIOUS SRVC ACCTS VARIOUS TRAFFIC SIGNAL LOCATIONS T.S. SRVC 55TH ST / PACIFIC VARIOUS SRVC LOCATIONS VARIOUS SRVC LOCATIONS VARIOUS SRVC LOCATIONS	\$1,960.06 847.78 859.93 53.26 46.90 30.48 33.86 44.08
SOUTHERN CALIFORNIA NEWS GROUP	0011369693 0011374355 0011383903	111-1010-411.54-00 111-1010-411.54-00 111-1010-411.54-00	CLERK PUBLICATION CLERK PUBLICATION CLERK PUBLICATION	\$1,916.29 640.50 172.72 172.72
STACY MEDICAL CENTER	3160-38997	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTOD	\$985.94 255.00
STAPLES ADVANTAGE	8059214115 8059214115 8059214115 8059214115 8059214115	111-0210-413.61-20 111-3010-415.61-20 111-7010-421.61-20 111-7022-421.61-24 111-7030-421.61-20	CM OFFICE SUPPLIES FINANCE OFFICE SUPPLIES PD ADMIN OFFICE SUPPLIES PD PATROL OFFICE SUPPLIES PD INVEST OFFICE SUPPLIES	\$255.00 140.13 66.35 114.69 110.07 423.29

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STAPLES ADVANTAGE	8059214115	111-9010-490.61-60	COVID-19 OFFICE SUPPLIES	1,290.36
	8058918831	239-0280-490.61-20	CDBG OFFICE SUPPLIES	1,903.29
	8059214115	239-0280-490.61-20	CDBG OFFICE SUPPLIES	197.34
				<b>\$4,245.52</b>
STEPHANIE NAVARRO	76444 / 76733	111-0000-347.20-00	P&R SPORTS REFUND	50.00
				<b>\$50.00</b>
SUN KANG KWAN	22747-22038	681-0000-228.70-00	MANUAL DEPOSIT REFUND	1,000.00
				<b>\$1,000.00</b>
SUPERIOR COURT OF CALIFORNIA	JUNE 2020	111-7010-415.56-10	PRKING CITATION SURCHARGE	25,248.92
				<b>\$25,248.92</b>
THE HITT COMPANIES, INC	OE-82882	111-0110-411.66-05	COUNCIL & PARKS PLATES	28.66
	OE-83367	111-0110-411.66-05	COUNCIL MARTINEZ PLATE	18.81
	OE-83600	111-0110-411.66-05	EMBOSSER FOR MAYOR AVILA	41.39
	OE-83787	111-0110-411.66-05	PLATE MAYOR & CM ORTIZ	19.21
	OE-83787	111-8020-431.61-20	PW DIRECTOR PLATE	19.21
				<b>\$127.28</b>
TOWN HALL STREAMS	10779	111-1010-411.56-41	COUNCIL STREAMING 4/2020	300.00
	10860	111-1010-411.56-41	COUNCIL STREAMING 5/2020	300.00
	10932	111-1010-411.56-41	COUNCIL STREAMING 6/2020	300.00
				<b>\$900.00</b>
TYCO FIRE & SECURITY US MANAGEMENT	34470162	111-7010-421.56-41	PD SECURITY SRVCS 7/9/20	41.78
	34564625	111-7010-421.56-41	PD SECURITY 8/1-10/31/20	4,393.15
				<b>\$4,434.93</b>
U.S. ARMOR CORPORATION	28904	111-7022-421.61-24	PD BULLER PROOF VESTS	348.63
	28904	233-7010-421.74-10	PD BULLER PROOF VESTS	348.62
				<b>\$697.25</b>
UNDERGROUND SERVICE ALERT OF SO CAL	720200128	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	254.20
	DSB20193889	221-8014-429.56-41	STATE FEE REGULATORY FEE	106.43
				<b>\$360.63</b>
VALLEY ALARM	955639	111-8020-431.56-41	ALARM SERVICES 5/2020	666.06
	955639	111-8022-419.56-41	ALARM SERVICES 5/2020	664.97
	955639	111-8023-451.56-41	ALARM SERVICES 5/2020	714.92
				<b>\$2,045.95</b>
VERONICA CASTRO	76395 / 76735	111-0000-347.20-00	P&R SPORTS REFUND	25.00
				<b>\$25.00</b>

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WALTERS WHOLESale ELECTRIC COMPANY	S115547045.002	535-8090-452.74-10	REC BUILDING LIGHTS	558.46
	S115547045.003	535-8090-452.74-10	REC BUILDING LIGHTS	2,409.00
	S1155470545.001	535-8090-452.74-10	REC BUILDING LIGHTS	1,675.36
	S115547103.001	535-8090-452.74-10	BASEBALL SECURITY LIGHTS	1,675.36
	S115547103.002	535-8090-452.74-10	BASEBALL SECURITY LIGHTS	2,452.80
	S115696054.001	535-8090-452.74-10	TENNIS COURT LIGHTS	4,819.09
	S115704432.001	535-8090-452.74-10	LIGHTS FOR SOCCER FIELD	4,819.09
				<b>\$18,409.16</b>
WATER REPLENISHMENT DISTRICT OF	2378-JUNE 2020	681-8030-461.41-00	WATER ASSESSMENT 6/2020	85,789.60
				<b>\$85,789.60</b>
				<b>\$1,390,246.90</b>



**ITEM NO. 3**





## **CITY OF HUNTINGTON PARK**

Office of the City Clerk  
City Council Agenda Report

August 18, 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 OF RESOLUTION AMENDING THE CITY OF HUNTINGTON PARK'S CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT**

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

Adopt Resolution No. 2020-56 Approving and Amending the City of Huntington Park's Conflict of Interest Code in Accordance with the Political Reform Act.

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

The Political Reform Act, Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes.

A local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials and employees who should be filing Statements of Economic Interests (Form 700s). A code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Form 700s. It helps provide transparency in local government as required under the Political Reform Act.

To ensure conflict of interest codes remain current and accurate, the Political Reform Act requires each city to review its conflict of interest code biennially and notify the City Council as to whether the code needs to be amended. The completed biennial notice must be submitted to the City Council no later than October 1, 2020.

City Administration collaborated with the City Clerk's and City Attorney's offices to review the City's Conflict of Interest Code and to offer revisions for City Council consideration. As of the last update to the Conflict of Interest Code on February 19,

**CONSIDERATION OF RESOLUTION AMENDING THE CITY OF HUNTINGTON PARK'S CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT**

August 18, 2020

Page 2 of 2

2019, two new position have been added. The amendment offered for City Council consideration adds the Assistant City Manager and the Planning Manager positions.

**FISCAL IMPACT/FINANCING**

None.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**Sergio Infanzon**  
Acting City Clerk

**ATTACHMENT(S)**

- A. Resolution No. 2020-56 Approving and Amending the City of Huntington Park's Conflict of Interest Code in Accordance with the Political Reform Act.

# Attachment "A"



RESOLUTION NO. 2020-56

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK CALIFORNIA AMENDING THE CITY OF HUNTINGTON PARK'S CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT**

**WHEREAS**, the City of Huntington Park California in accordance with the Political Reform Act, is required to adopt, promulgate and take action regarding the City's conflict of interest code; and

**WHEREAS**, the City of Huntington Park California wishes to amend Resolution No. 2019-05, amending the existing Conflict of Interest Code for the City of Huntington Park; and

**WHEREAS**, the City of Huntington Park California wishes to incorporate by reference 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

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

**SECTION 1:**            Conflict of Interest Code

The Political Reform Act. Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

**SECTION 2:**            Amend

The City of Huntington Park hereby amends the City of Huntington Park's Conflict of Interest Code.

1  
2       **SECTION 3:**        Adoption

3       The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly  
4 adopted by the Fair Political Practices Commission are hereby incorporated by reference,  
5 along with the attached Appendix A in which Public Officials and Employees are designated  
6 and Appendix B in which Disclosure Categories are set forth, to constitute the Conflict of  
7 Interest Code of the City of Huntington Park which is considered the "Agency" within the  
8 purview of this Code.

9       **SECTION 4:**        Statements

10       Designated employees shall file their statements with the City Clerk, who shall be and  
11 perform the duties of filing officer for the City of Huntington Park. Statements will be available  
12 for inspection and reproduction pursuant to Government Code Section 81008.

13       **SECTION 5:**        Public Officials and Employees Designated

14       Attached as Appendix A to this Resolution and incorporated by reference herein is  
15 the list of Public Officials and Employees designated and covered by this code.  
16

17       **SECTION 6:**        Disclosure Categories

18       Attached as Appendix B to this Resolution and incorporated by reference herein are  
19 the Disclosure Categories of this code.  
20

21       **SECTION 7:**        Savings Clause

22       Any change provided for in this Conflict of Interest Code shall not affect or excuse  
23 any offense or act committed or done or omission or any penalty or forfeiture incurred or  
24 accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or  
25 proceeding pending or any judgment rendered in connection with any other Conflict of  
26 Interest Code.  
27  
28



**CITY OF HUNTINGTON PARK**  
**Conflict of Interest Code**  
**APPENDIX "A"**

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file disclosure statements:

- Mayor
- City Council
- City Manager
- City Attorney
- City Clerk
- Director of Finance/Administrative Services
- Planning Commissioners

Note: All the above are category 1 filers

List of Members required to file disclosure statements:

- Civil Service Commission
- Health and Education Commission
- Historic Preservation Commission
- Parks & Recreation Commission

Note: All Boards and Commissions Are Category 1 filers

<b>List of Designated Employees and Disclosure Category</b>	
<b>Department/Position</b>	<b>Disclosure Category</b>
<b>Office of the City Manager</b>	
Assistant City Manager	1, 4, 6
Executive Assistant to City Manager	1
Sr. Management Analyst	1
<b>Community Development Department</b>	
Associate Planner	1, 6
Assistant Planner	1, 6
Building Inspector	1, 6
Building Official	1, 6
Code Enforcement Officer	1, 6
Code Enforcement Supervisor	1, 6
Director of Community Development	1, 4, 6, 7
Permit Technician	1, 6
Planning Manager	1, 4, 6
Senior Planner	1, 6

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<b>Finance Department</b>		
Finance Manager		1, 4
Business License Code Enforcement Officer		1, 6
Budget Analyst		1, 6
<b>Human Resources</b>		
Human Resources Technician		8, 9
<b>Parks and Recreation Department</b>		
Community Services Supervisor		1, 4
Director of Parks and Recreation		1, 4, 6
Management Analyst		1, 4
Recreation Manager		1, 4
<b>Police Department</b>		
Chief of Police		1, 4
Community Service Officer		1, 6
Police Lieutenant		1, 4
<b>Public Works Department</b>		
Management Analyst		1, 4, 6
City Engineer		1, 4, 6
Director of Public Works		1, 4, 6
Public Works Superintendent		1, 4, 6
<b>Consultants</b>		1

The law requires consultants and new positions that make or participate in making governmental decisions to file under the broadest disclosure category in the agency's conflict of interest code the consultant or new position works for. If the new position or consultant performs limited duties, the agency may tailor the disclosure requirements to the duties performed.



**ITEM NO. 4**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



August 18, 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 APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2017-03 ATP CYCLE III PROJECT NO. ATPL-5150(015)**

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

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to provide the Project Approval and Environmental Design of CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015).

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

CIP 2017-03 ATP Cycle III (project) is phase 2 of the pedestrian safety enhancements at uncontrolled crosswalks associated with CIP 2016-01 ATP Cycle II. CIP 2016-01 ATP Cycle II is currently under construction. The project will install Rectangular Rapid Flashing Beacons (RRFB) with LED lights, updated signage, and pavement markings at uncontrolled crosswalks and will eliminate hazardous conditions while improving pedestrian safety. The project focuses on locations that have existing uncontrolled crosswalks near schools and along; Pacific Boulevard, Miles Avenue, State Street, Gage Avenue, Alameda Street, Saturn Avenue, Zoe Avenue and Salt Lake Avenue.

The design scope of work includes preparing Project Approval & Environmental Design (PA&ED) in preparation for the solicitation of Plans, Specifications and Estimate (PS&E) from professionally licensed contractors. The PA&ED constructability review assures that all of the alternatives and the proposed preferred alternative are constructible on the available level of detail. This review is particularly important during consultation with the California Environmental Quality Act (CEQA) that establishes project limits or place specific mitigation requirements on the project. The constructability review includes the review of the proposed work plan, schedule, environmental requirements, and construction impacts.

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2017-03 ATP CYCLE III PROJECT NO. ATPL-5150(015)**

August 18, 2020

Page 2 of 3

The City has placed a high priority on this project to provide active transportation options to its residents. This project will provide safer crossings with direct links to activity centers (schools, employment centers, shopping (retail and groceries), transit stops, banks, churches, and other areas). Through the creation of safer walkways and crossings, people will be encouraged to walk more to their destination. This project will remove both movement and informational barriers. In addition to the geometric design of the intersections, pedestrian safety also relies heavily on the information that is provided to pedestrians, i.e. signs or signals. Movement Barriers are removed through pedestrian actuated devices for locations with high pedestrian counts. Informational barriers are removed through increased signage both at the crosswalk and in advance, and pedestrian scale lighting especially at midblock locations where pedestrian might cross at night. Removal of these barriers will increase mobility and walking for the overall safety of pedestrians.

Engineering support from an outside consultant is necessary to accomplish the design of the project. A formal RFP will be published to solicit proposals from qualified firms to provide design services for the project.

The following is a tentative schedule:

RFP ISSUED	August 21, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	September 7, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	September 11, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	September 16, 2020
TENTATIVE CITY COUNCIL AWARD DATE	October 6, 2020
APPROXIMATE NOTICE TO PROCEED DATE	October 26, 2020
CALTRANS APPROVAL OF THE PA&ED	January 29, 2021

**LEGAL REQUIREMENT**

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2017-03 ATP CYCLE III PROJECT NO. ATPL-5150(015)**

August 18, 2020

Page 3 of 3

The City Clerk's Office shall publish the RFP (Attachment A) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from engineering firms to design the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

**FISCAL IMPACT/FINANCING**

At its regularly scheduled meeting of June 30, 2020, the California Transportation Commission (CTC) allocated funding in the amount of \$9,000 (Attachment B). City must seek reimbursement of the state funds as work progresses. A local City match is not required.

Approval of this specific action does not have a fiscal impact.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

- A. RFP CIP No. 2017-03 ATP Cycle III
- B. Caltrans Finance Letter



# Attachment "A"



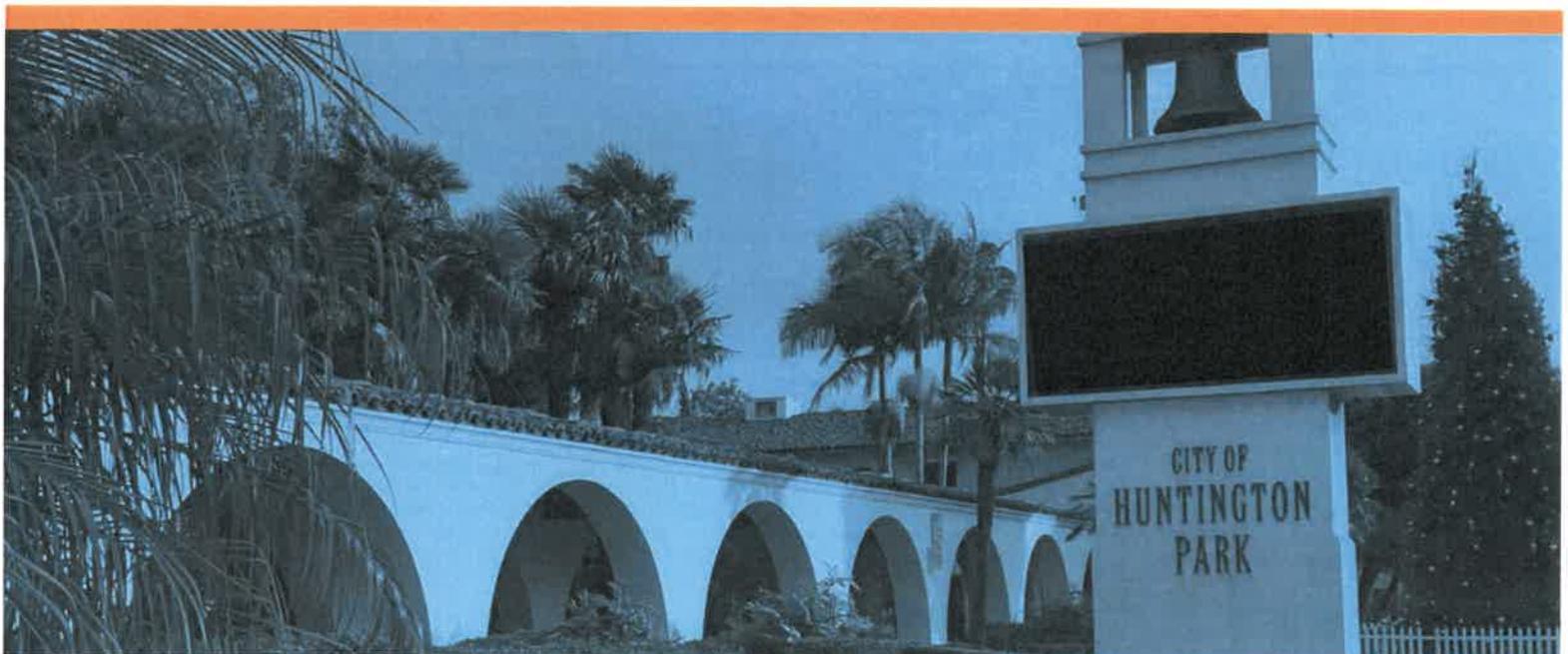


**CITY OF HUNTINGTON PARK  
REQUEST FOR PROPOSAL FOR  
Professional Project Approval and Environmental Design (PA&ED) Services for  
CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015)**

**PROPOSAL DUE DATE: SEPTEMBER 16, 2020 AT 2:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Cesar Roldan  
323.584.6346  
croltan@hpca.gov



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### 1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for architectural and engineering design services for the Project Approval & Environmental Design (PA&ED) phase in preparation for the solicitation of Plans, Specifications and Estimate (PS&E) from professionally licensed contractors. The PA&ED constructability review assures that all of the alternatives and the proposed preferred alternative are constructible on the available level of detail. This review is particularly important during consultation with the California Environmental Quality Act (CEQA) that establishes project limits or place specific mitigation requirements on the project. The constructability review includes the review of the proposed work plan, schedule, environmental requirements, and construction impacts for **CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015)**.

### 2. OVERVIEW

The project consists of installing Rectangular Rapid Flashing Beacons (RRFB) with LED lights, updated signage, and pavement markings at uncontrolled crosswalks and will eliminate hazardous conditions while improving pedestrian safety. The project focuses on locations that have existing uncontrolled crosswalks near schools and along; Pacific Boulevard, Miles Avenue, State Street, Gage Avenue, Alameda Street, Saturn Avenue, Zoe Avenue and Salt Lake Avenue.

This project is subject to Greenbook standards and Public Contracting Code procurement requirements.

### 3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the design of public works street improvement projects. The consultant applying should have significant experience in preparing PA&ED that leads to a PS&E. The objective of the project is to receive Caltrans approval of the PA&ED on or before **January 29, 2021**.

- The City reserves the right to delete specific task(s).

#### A. Task 1 – Conduct Field Review and Surveys

- The PA&ED phase will involve preparation of the appropriate environmental documents for the project, along with the selection of a range of reasonable alternatives and feasible mitigation in accordance with California Environmental Quality Act (CEQA).

- Caltrans, as the lead agency under CEQA, will oversee, ultimately approve or deny the CEQA environmental document for the project.
- The PA&ED is a Caltrans-controlled process and subject to Caltrans's oversight, concurrence, and approval at each step in each phase of the process, including the review and approval of the various required document submittals and technical reports, the selection of project alternatives, and the environmental review process under CEQA.
- Final CEQA environmental document may be certified by Caltrans and this document, along with supporting technical studies, will be included with the request to obtain a finance letter for the PS&E phase of the project.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:
- Conduct scoping meeting with City to discuss any deviation from initial tasks.

#### **B. Task 2 – Permitting and Regulations**

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the design and ultimately the construction phase.
- Document, design, and incorporate environmental requirements (where applicable), mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.
- Provide a signed check off list certifying that all environmental clearances/permits (CEQA) have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PA&ED.
- Minimum number of Meetings:
  - 2 - Scoping/Kick off
  - 2 - Stakeholders/Final Design

- 2 - City Council
- 5 - City Staff
- 1 - Preconstruction

#### 4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

#### 5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

#### 6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

#### 7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (25%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (40%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (25%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and

conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

**\* Use of the City of Huntington Park City Seal is prohibited.**

#### **8. SELECTION PROCESS**

A selection committee comprised of the City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.

#### **9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL**

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

**Cover Letter:** Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

**I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.**

**Consultant's Background:** Maximum 1-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

**Qualifications and Experience of Consultant's Personnel:** Maximum 2-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience,

experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

**Project Approach:** Maximum 2-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

**Proposed Personnel:** Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

**Quality Assurance/Quality Control:** Maximum 1-page brief description of the consultants approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

**References:** Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

**Schedule and Schedule Control:** Maximum 1-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

**Fee Schedule/Cost Proposal:** Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks 1 through 6 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 6, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

#### 10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015)" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

#### 11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works  
E-mail: [croidan@hpca.gov](mailto:croidan@hpca.gov)

Questions regarding this proposal shall be submitted via email by **5:00 PM, SEPTEMBER 11, 2020**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

#### 12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, SEPTEMBER 16, 2020** to:

City of Huntington Park – City Clerk's Office  
Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue  
Huntington Park, CA 90255

Late proposals will not be accepted.

**13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION**

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

**ATTACHMENTS:**

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

**ATTACHMENT 1 – IMPORTANT DATES**

**IMPORTANT DATES**

RFP ISSUED	August 21, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	September 7, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	September 11, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	September 16, 2020
TENTATIVE CITY COUNCIL AWARD DATE	October 6, 2020
APPROXIMATE NOTICE TO PROCEED DATE	October 26, 2020
CALTRANS APPROVAL OF THE PA&ED	January 29, 2021

**ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT**



**PROFESSIONAL SERVICES AGREEMENT**  
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

**RECITALS**

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.  
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.  
PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

**2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:**

CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTs and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTs, subCONSULTANTs and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

**2.5 ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

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

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

**2.7 REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

**2.8 BUSINESS LICENSE:** Consultant shall obtain a City business license prior to commencing performance under this Agreement.

**2.9 COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.

INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.  
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

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

4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

## V.

### INDEMNIFICATION

5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

**5.2 Work of CONSULTANT's Design Professionals Services:** Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

**5.3 Work of All Other Persons/Non-Design Professionals:** Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTs or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 **PERS ELIGIBILITY INDEMNITY:** In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.  
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

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

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

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

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 6.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 6.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.  
MISCELLANEOUS PROVISIONS

- 7.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 **NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY:** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

**7.4 WARRANTIES:** Each of the Parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

**7.5 FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

**CONSULTANT:**  
[NAME AND ADDRESS]

**CITY:**  
City of Huntington Park  
[DEPARTMENT]  
6550 Mile Avenue  
Huntington Park, CA 90255  
Attn: [REP FOR CITY, TITLE]  
Phone: (626) XXXXX  
Fax: (626) XXXXX

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

**7.7 COOPERATION: FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 7.9 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 7.10 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 7.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 7.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 7.13 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 7.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 7.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 **AMENDMENT: MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 **MISCELLANEOUS:**
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
  - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
  - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.24 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF HUNTINGTON PARK:**                      **[NAME OF CONSULTANT]**

**By:** \_\_\_\_\_  
          [REP FOR CITY]  
          [TITLE]

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

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

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

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
          City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
(SEE ATTACHED)

### ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

#### INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
  - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
  - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
  - Other: \_\_\_\_\_

for bodily injury, personal injury and property damage, including operations, products and completed operations

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

*\*Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

**Certificate Holder:**

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

**Acceptability of Insurers:**

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM  
CERTIFICATE OF LIABILITY.**

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:** Agent or Broker Name & Address

**INSURED:** Insured Name & Address

**COVERAGES:**

TYPE	TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	INSURANCE PERIOD	LIMITS
1	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC	Policy Number	Current Policy Period	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Max amt per pers) PERSONAL & ADV INURY GENERAL AGGREGATE PRODUCTS-COMPANY AGG
	DAMAGE TO RENTED PREMISES SOCIAL INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)		General Liab. Each Occurrence: \$2,000,000 Damage to Rental Premises: \$1,000,000 Med Exp: \$5,000 Personal & Adv Injur: \$1,000,000 General Aggregate: \$4,000,000 Products: \$1,000,000		
2	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> AUTO ONLY	Policy Number	Current Policy Period	DAMAGE TO RENTED PREMISES SOCIAL INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	DAMAGE TO RENTED PREMISES SOCIAL INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)		Combined Single Limit: \$1,000,000		
3	UMBRELLA LIAB & EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC	Policy Number	Current Policy Period	EACH OCCURRENCE AGGREGATE
	EACH OCCURRENCE AGGREGATE		Each Accident: \$1,000,000		

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

**CERTIFICATE HOLDER:** City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

**CANCELLATION:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:** SIGNATURE

Must mark either a "Y" or "N"

General Liab. Each Occurrence: \$2,000,000  
Damage to Rental Premises: \$1,000,000  
Med Exp: \$5,000  
Personal & Adv Injur: \$1,000,000  
General Aggregate: \$4,000,000  
Products: \$1,000,000

Combined Single Limit: \$1,000,000

Each Accident: \$1,000,000

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or  
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG20 12 04 13

© Insurance Services Office, Inc., 2012

Page 1 of 1

# Attachment "B"



DEPARTMENT OF TRANSPORTATION  
 Division of Local Assistance  
 1120 N STREET  
 P.O. BOX 942874, MS# 1  
 Sacramento, CA 94274-0001  
 TTY 711



July 3, 2020

07-LA-0-HNTP  
 ATPL-5150(015)  
 Adv Id: 0720000267  
 PPNO: 07-5328  
 Request No:1

Mr. Daniel Hernandez  
 Public Works Director  
 City of Huntington Park  
 6550 Miles Ave  
 Huntington Park, CA 90255

Dear Mr. Hernandez:

Your letter dated April 22, 2020 requested a fund allocation from the Active Transportation Program for the City of Huntington Park Phase 2 of completion pedestrian safety at the remaining uncontrolled crosswalk location in the city - Install Rectangular Rapid Flashing Beacons (RRFB) with LED lights, updated signing, and pavement markings at uncontrolled crosswalks. This project is programmed in the Active Transportation Program (ATP), as amended.

At their June 30, 2020 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on June 30, 2020, effective June 30, 2020.

Allocation No. 2020-250 Senate District No. : 30 Assembly District No. : 50	ATP		FUND ALLOCATION	
	Amount Programmed	Fiscal Year Programmed	Amount Previously Allocated	This Request
E&P	\$9,000	2020	\$0	\$9,000
Federal Funds				\$0
State Funds				\$9,000
<b>Total Amount</b>	<b>\$9,000</b>		<b>\$0</b>	<b>\$9,000</b>

This allocation makes available \$0 of federal funds\* and \$9,000 of State (or State-only) funds for a total of \$9,000.

\* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

For This Allocation :

Funds allocated for project E & P are available for expenditure until:	<b>June 30, 2022.</b>
Funds allocated for project PS & E are available for expenditure until:	<b>Not Applicable.</b>
Funds allocated for project RW are available for expenditure until:	<b>Not Applicable.</b>
Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.	
After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.	

The Commission may grant a one-time extension of up to 20 months to each of the deadlines specified above, if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at [www.dot.ca.gov/hq/LocalPrograms/](http://www.dot.ca.gov/hq/LocalPrograms/) for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,



for HEIDI BORDERS , Acting Chief  
Office of Project Implementation - South  
Division of Local Assistance

c: MTA

Attachment: CTC Vote Box

Mr. Daniel Hernandez

July 3, 2020

Page 3

ATPL-5150(015)

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bc: LPA

DLA AE Project Files

District - (07) DLAE - Steve Novotny



**ITEM NO. 5**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



August 18, 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 APPROVAL TO SUBMIT STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION LOCAL ROADWAY SAFETY PLAN FUNDING REQUEST APPLICATION**

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

1. Authorize staff to submit the State of California Department of Transportation (Caltrans) Local Roadway Safety Plan (LRSP) application; and
2. Authorize the City Manager to sign the application.

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

Federal regulations require each State to have a Strategic Highway Safety Plan (SHSP). The statewide data-driven traffic safety plan coordinates the efforts between the City, County and State to ultimately reduce traffic accident fatalities and serious injuries on all public roads. The State provides all cities with the opportunity to competitively apply for funding that addresses unique highway safety needs in our jurisdiction, while contributing to the success of the State's overall SHSP goals and objectives.

The LRSP creates the framework to systematically identify and analyze safety problems in our jurisdiction and provides recommends safety enhancement measures that help mitigate the City's traffic and safety concerns. Preparing an LRSP facilitates the development of a prioritized list of improvements and actions that focus on improving the community's specific traffic safety needs while helping achieve statewide safety measures. The LRSP offers a proactive approach to addressing our needs and demonstrates our responsiveness to safety challenges.

### **LEGAL REQUIREMENT**

**CONSIDERATION AND APPROVAL TO SUBMIT STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION LOCAL ROADWAY SAFETY PLAN  
FUNDING REQUEST APPLICATION**

August 18, 2020

Page 2 of 2

The LRSP provides the framework for obtaining input from City Officials, staff and community stakeholders. The LRSP identifies, analyzes and prioritizes roadway safety improvements on our local roads. The process of developing an LRSP can be tailored to local protocols, needs and issues.

The LSRP will also assist in securing future Highway Safety Improvement Program (HSIP) Calls-for-Project grants and is equivalent to a Systemic Safety Analysis Report (SSAR) or Vision Zero Action Plan. If the City is awarded the LRSP, the City will be eligible to apply for HSIP Cycle 11 (April of 2022).

After funding is awarded and allocation, the City must complete the LRSP within three (3) years. After completion, the LRSP is expected to be updated/validated at least every five (5) years.

**FISCAL IMPACT/FINANCING**

The maximum State funds per application is \$72,000, with a local match of \$8,000 (Total of \$80,000). State funds are awarded to the applicants on a "first come first serve" basis. Caltrans will continue to accept applications as long as the funding is still available (October 1, 2020). Approval of this specific action does not have a fiscal impact until the City receives confirmation of the award of funds.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S)**

- A. Local Roadway Safety Plan Funding Request Form

# Attachment "A"



## Local Roadway Safety Plan (LRSP) Funding Request Form

Date:	08/19/2020
Applicant:	City of Huntington Park
County:	Los Angeles
Caltrans District:	7

### Contact Information

Name:	Cesar Roldan	Title:	Director of Public Works
Email:	CRoldan@hpcg.gov	Phone Number:	323-584-6253
Address:	6550 Miles Avenue, Huntington Park, CA 90255		

### General Information and Funding

Agency to be covered by the LRSP: (List all agencies if multiple)	City of Huntington Park
Population of the above agency(s):	58,173
Public Road Centerline Miles of the above agency(s):	181
Total Cost of the LRSP:	\$ 80,000
State Funds Requested: (max. 90% of the Total Cost and no more than \$72,000)	\$ 72,000
Local Funds (min. 10% of the Total Cost):	\$ 8,000

1. Describe the scope of work the LRSP is expected to accomplish (max 1,200 characters. Use next page if needed).

The City would like to develop a LRSP that clearly defines high incident areas and identifies strategies to enhance policy and programs, provide design recommendations and allow the City to become eligible for consideration of future infrastructure enhancements associated with HSIP funding. The focus is the following:

- a) Conduct field surveys, traffic counts (ADT and Peak Hours), including vehicle classification counts, bike and pedestrian counts for the City's major arterial and collector streets.
- 2) Collect, review and analyze highway crash data by street segments for the most recent 5-year period.
- 3) Identify locations with high crash/accident/fatality history.
- 4) Identify safety improvement measures and implementation methodologies
- 5) Identify and document funding mechanisms and phasing plans
- 6) Document the findings from analysis of data, most potential site-specific improvement plans, including funding mechanism and phasing.

2. Please enter here if you would like to provide any additional information or if you have comments.

The City is in need for grants to implement roadway safety improvements at various locations throughout the City. HSIP grant applications require the completion of certain safety studies prior to applying for specific infrastructure enhancements. Although a formal adopted LRSP is not a requirement for HSIP Cycle 10, it will be a requirement for the Cycle 11 application in 2022, which the City hopes to participate. Therefore, the City needs to complete and adopt an LRSP in preparation of HSIP Cycle 11 application funding. The City of Huntington Park is classified as a Disadvantaged Community (DAC) and funding safety enhancement programs that lead to infrastructure improvements is of the utmost importance to the community's well-being.

The City's Traffic Engineer will review the previous 5-year collision/accident data and SWITRS. High volume incident intersections and roadway segments will be identified. Accident patterns will be analyzed for trends that determine existing conditions that may be contributing to traffic activity detrimental to pedestrians and motorists. The outcome will be used to build safety mitigation toolbox that includes proven cost effective measures that will best address the most prevalent safety challenges. Specific mitigations measures will be identified and recommendations on programmatic approaches will be identified for implementing citywide safety measures. Stakeholders will be engaged in the prioritization of safety enhancement measures to be taken towards improving the City's traffic safety. Funding will directly benefit this DAC in a highly-dense urbanized environment.

**Signature**

**Name:**

**Title:**

**Signature\*:**

**Date:**

*\*Click on the signature box to sign digitally. If not working, submit a scanned copy with signature AND the original completed form.*

**ITEM NO. 6**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



August 18, 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 APPROVAL TO SUBMIT COUNTY OF LOS ANGELES REGIONAL SAFE AND CLEAN WATER PROGRAM CALL FOR PROJECTS APPLICATION**

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

1. Approve staff to submit the County of Los Angeles Regional Safe and Clean Water Fiscal Call for Projects application; and
2. Authorize the City Manager to sign the application.

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

The County of Los Angeles Safe, Clean Water Program (SCW Program) announced the upcoming fiscal year regional Call for Projects grant application. Fifty percent of the annual Special Parcel Tax revenue assessments collected are meant for allocation towards regional watershed-based projects, project concepts and scientific studies.

The City belongs to the Lower Los Angeles River Watershed Area, which is located in the southern portion of Los Angeles County. The watershed area drains to the Pacific Ocean via the Los Angeles River and includes Compton Creek and a portion of the Rio Hondo. The City is part of the Enhanced Watershed Management Plan (EWMP) Group, made up of the cities of Bell, Bell Gardens, Commerce, Maywood, and Vernon. At the May 20, 2013 City Council meeting, City Council authorized the execution of an agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for the development of a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Plan (CIMP); documents required by the State MS4 Stormwater Permit. The Los Angeles Regional Water Quality Control Board approved the EWMP on August 13, 2015 and committed the City to improving water quality through the construction of the Salt Lake Park Infiltration Cistern project.

# CONSIDERATION AND APPROVAL TO SUBMIT COUNTY OF LOS ANGELES REGIONAL SAFE, CLEAN WATER PROGRAM CALL FOR PROJECTS APPLICATION

August 18, 2020

Page 2 of 3

The Salt Lake Park Infiltration Cistern project is a dry and wet weather regional project that potentially captures 1,584-acre of runoff that benefits the region. The project recharges new water into the Central Basin aquifer that would otherwise flow to the ocean. This provides additional water supply, water quality, flood management and beneficial public education and outreach components. The project would be constructed under the existing baseball/softball diamonds located in the southeast corner of Salt Lake Park (Salt Lake Avenue and Florence Avenue). City staff recommends the submittal of the Salt Lake Park Infiltration Cistern project for funding.

## Application Process Timeline:

- Deadline for consideration in FY21-22 – October 15, 2020
- Review and recommendation period for FY 21-22 SIP – October 2020 through May 2021
- Anticipated approval of FY 21-22 SIPs by LA County Board of Supervisors – August 2021

## LEGAL REQUIREMENT

Applications for funding will be scored by the Scoring Committee and reviewed by the Watershed Area Steering Committee on a rolling basis as applications are submitted. Applications are not prioritized based on the order they are received. Approval of this action allows staff to submit the application and implement EWMP components as mitigation measures mandated by Federal, State and County stormwater pollution prevention objectives as set forth by the Municipal Separate Sewer and Stormwater (MS4) permit. This request is in accordance with the Los Angeles County MS4 Permit, Order No. R4-2012-0175 as amended by State Water Board Order WQ 2015-0075 NPDES PERMIT NO. CAS00400 and in conformance with the Federal Clean Water Act of 1972.

## FISCAL IMPACT/FINANCING

Approval of this specific action does not have a direct fiscal impact, though allows staff to seek funding to construct the stormwater improvements. The following figures constitutes the projected project budget.

### Estimated Project Expenses:

Planning and Design	\$2,500,000
Estimated Construction	\$25,000,000
Construction Management & Inspection	<u>\$1,750,000</u>
<b>Total Estimated Capital Improvement Project Expenses</b>	<b>\$29,250,000</b>

Annual Operation and Maintenance Cost	\$56,700
---------------------------------------	----------

## CONCLUSION

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

**CONSIDERATION AND APPROVAL TO SUBMIT COUNTY OF LOS ANGELES  
REGIONAL SAFE, CLEAN WATER PROGRAM CALL FOR PROJECTS  
APPLICATION**

August 18, 2020

Page 3 of 3

Respectfully submitted,



**RICARDO REYES**

City Manager



**CESAR ROLDAN**

Director of Public Works

**ATTACHMENT(S)**

- A. Salt Lake Park Cistern Project Exhibits



# Attachment "A"







**ITEM NO. 7**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

August 18, 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 APPROVAL OF BUDGET APPROPRIATIONS FOR FIXED ROUTE PUBLIC TRANSIT SERVICES**

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

1. Authorize budget appropriation in FY 2019-20 of \$45,000 from Prop A fund balance to Account No. 219-8085-431.56-43;
2. Authorize budget appropriation in FY 2019-20 of \$45,000 from Prop C fund balance to Account No. 220-8085-431.56-43;
3. Authorize staff to process Express Transportation Services invoices for the remaining FY 2019-20 for Fixed Route services and allocate this amount moving forward through FY 2020-21.

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

The City provides transportation services to the community in the form of Fixed Route Public Transit Services. The operation of public transit services is provided by Express Transportation Services (ETS) dba Metro Transit Services. ETS originally signed the assignment of the agreement on May 26, 2015; with a first amended executed on February 16, 2016 and a second amendment on August 6, 2019. The agreement's second amendment added a fixed route along Pacific Boulevard which included a new Trolley service. This modification increased the billable hours on the new fixed route public transit service.

Staff did not foresee the addition of a new route at the time of the FY 2019-20 budget preparation process. To address this budget shortfall, staff drafted the Metro Form A requesting approval for this additional budget expenditure. Metro Prop A & C guidelines include fixed route public transit services as an eligible use of funds under transportation project code 110. Metro approved the additional expenditures on 6/30/20.

# CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION FOR FIXED ROUTE PUBLIC TRANSIT SERVICES

August 18, 2020

Page 2 of 2

## FISCAL IMPACT/FINANCING

The City budgeted \$994,500 in FY 2019-20, though the actual cost to provide the fixed route service was \$1,101,337. Staff set the fixed route transit budget, though did not factor in the revenue hours associated with the State's minimum wage adjustments.

Schedule for California Minimum Wage rate 2017-2023.

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2017	\$10.00/hour	\$10.50/hour
January 1, 2018	\$10.50/hour	\$11.00/hour
January 1, 2019	\$11.00/hour	\$12.00/hour
January 1, 2020	\$12.00/hour	\$13.00/hour
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.00/hour	

The first increase was in January 2019 when an increase of \$1,050 was added to the monthly billing and followed each subsequent increase until June 2019. Between July and December of 2019, the State's minimum wage adjustment was an additional \$4,452 per month, with an ultimate increase of \$5,502/month starting in January 2020.

Due to the COVID pandemic, the City continued to provide uninterrupted shuttle service and did not charge riders the normal fee to ride. In March of 2020, the fare box collections were reduced and in April and May of 2020, there were no fare box collections. In June of 2020, riders were charged again, though the fare box collections were severely reduced. ETS is contractually allowed a three percent (3%) increase in charging the revenue hours. Lastly, the new Trolley fixed route service was not reflected in the FY 2019-20 Public Works approved budget.

Staff's recommendation is for the additional budget appropriation of \$45,000 from Prop A fund balance to Account No. 219-8085-431.56-43 and \$45,000 from Prop C fund balance to Account No. 220-8085-431.56-43 to process the remaining FY 2019-20 invoices. Moving forward, staff will budget accordingly.

## CONCLUSION

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

**CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION FOR FIXED  
ROUTE PUBLIC TRANSIT SERVICES**

August 18, 2020

Page 2 of 2

Respectfully submitted,



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

Attachment(s)

- A. Shuttle Charges FY 2019-2020



# Attachment "A"







**ITEM NO. 8**





# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

August 18, 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 APPROVAL OF AN ORDINANCE AMENDING TITLE 5, CHAPTER 11, ARTICLE 2, AND ARTICLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ILLEGAL DUMPING**

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

1. Conduct a public hearing; and
2. Take public testimony and staff's analysis; and
3. Waive first reading and introduce Ordinance No. 2020-984, approving an Ordinance Amending Title 5, Chapter 11, Article 2, and Article 4 of the Huntington Park Municipal Code; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the September 1, 2020 City Council meeting.

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

The City of Huntington Park has been dealing with illegal dumping throughout the City for many years. The City exhausts numerous staff hours and resources addressing illegal dumping. This ongoing problem creates issues of concern, including, but not limited to, public health, safety, and impacts to the environment. Current code regulations related to illegal dumping were established in 2013 and have remained unchanged since their adoption. In efforts to assist with enforcement and discourage illegal dumping from occurring, amendments to Title 5 of the Huntington Park Municipal

# **CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING TITLE 5, CHAPTER 11, ARTICLE 2, AND ARTICLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ILLEGAL DUMPING**

August 18, 2020

Page 2 of 3

Code are proposed. The proposed amendments will clarify existing language, increase infraction and penalty amounts for violators, and remove language that is outdated. The amendments are anticipated deter illegal dumping in the City, and assist with enforcement actions when necessary. The amendments would also help create a cleaner, safer, and more aesthetically pleasing community. The sections of the HPMC proposed to be amended are listed below:

HPMC Section 5-11.05.1, Definitions.

HPMC Section 5-11.05.3, Maintenance of streets highways, alleys and rights-of-way in clean and orderly condition.

HPMC Section 5-11.05.4, Penalty for violations.

HPMC Section 5-11.23.1 Finding and purpose.

HPMC Section 5-11.23.3 Definitions.

HPMC Section 5-11.23.4 Declaration of nuisance vehicle used for illegal dumping.

All existing text is identified in normal font, all text proposed to be removed is identified in ~~strikethrough~~ font, and all proposed text is identified in **bold underline** font. The amendments are attached to this report as Exhibit A.

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

If approved, a notice shall be published in a newspaper of general circulation in the City pursuant to Government Code Section 36933.

## **FISCAL IMPACT/FINANCING**

None.

## **CONCLUSION**

The proposed amendments to the Huntington Park Municipal Code will not create adverse impacts to public health, safety and welfare. In fact, the amendments to the Code will further enhance enforcement actions taken by the City and impose strict penalties for violators. Amendments will provide for clear and concise procedures for the removal/abatement of all illegally dumped items. It will hold property owners and occupants accountable for any illegal dumping in front of their property. Further, the proposed amendments are consistent with State Law.

If the City Council approves the proposed Ordinance Amendment, this item will be scheduled for a second reading and adoption at the September 1, 2020 City Council meeting. The recommendation is that the City Council conduct a public hearing, consider all public testimony and adopt Ordinance No. 2020-984 approving an

**CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING TITLE 5,  
CHAPTER 11, ARTICLE 2, AND ARTICLE 4 OF THE HUNTINGTON PARK  
MUNICIPAL CODE RELATING TO ILLEGAL DUMPING**

August 18, 2020

Page 3 of 3

Ordinance Amending Title 5, Chapter 11, Article 2 and Article 4 of the Huntington Park  
Municipal Code.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ricardo Reyes".

Ricardo Reyes  
City Manager

A handwritten signature in blue ink, appearing to read "Sergio Infanzon".

Sergio Infanzon  
Community Development Director

**ATTACHMENT(S):**

A: City Council Ordinance No. 2020-984



# Attachment "A"





1 Municipal Code provides for requirements for maintenance of sidewalks, streets, alleys, and  
2 rights-of-way in a clean and orderly condition;

3 **WHEREAS**, Title 5, Chapter 11, Article 2, Section 5-11.05.3 of the Huntington Park  
4 Municipal Code further provides for abatement procedures for any public nuisance created by  
5 violation of Section 5-11.05.3 (or as otherwise authorized by law).

6 **WHEREAS**, the City of Huntington Park has had an on-going issue with illegal  
7 dumping of waste matters, refuse, debris, garbage, rubbish, and bulky items throughout the  
8 City;

9 **WHEREAS**, the current Huntington Park Municipal Code regulations related to illegal  
10 dumping were established in 2013 and have remained unchanged since their adoption;

11 **WHEREAS**, the City Council of the City of Huntington Park wishes to amend its  
12 regulations related to illegal dumping in order to assist with enforcement and discourage  
13 illegal dumping from occurring within the City.

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

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

18 **SECTION 2:** Title 5, Chapter 11, Article 2 of the Huntington Park Municipal Code is  
19 hereby amended in its entirety to read as follows:

20 **"5-11.05.1 Definitions.**

21 For the purpose of this article, the following definitions shall apply:

22 "Abatement costs" or "costs of abatement" shall mean all costs, fees, and  
23 expenses, incidental or otherwise, incurred by the City in investigating and abating a  
24 public nuisance.

25 "Bulky item" shall mean any discarded furniture, carpets, mattresses, home or  
26 industrial appliance, including, but not limited to a refrigerator, range, washer,  
27 dryer, water heater, or sink, abandoned vehicle or part of an abandoned vehicle, or  
28 any object that exceeds the maximum size and/or weight proscribed by the City's  
franchise waste hauler for placement into a household or commercial waste or  
recyclable container.

"Enforcement Officer" shall mean a police officer, illegal dumping officer, code  
enforcement officer, or other City official designated by the City Council or City  
Manager to enforce the provisions of this article.

1 "Hazardous waste" shall mean and include all hazardous waste as defined in  
2 Section 6-2.100(l) of the municipal code.

3 "Incidental expenses" shall include, but shall not be limited to, the actual  
4 expenses and costs of the City, such as preparation of notices, specifications,  
5 contracts, inspection of work, costs of printing and mailings required hereunder, costs  
6 of any filing and/or recordation with the County Recorder's office or other  
7 governmental agency, and the costs of administration and legal services.

8 ~~"Responsible person(s)" shall include the owner, occupant and person in  
9 control of real property within the City with a duty to maintain such property and  
10 adjacent public rights-of-way where applicable.~~

11 "Solid waste" shall mean and include all solid waste as defined in Section 6-  
12 2.100(v) of the municipal code.

13 "Subject property" shall mean the real property adjacent to the public street,  
14 highway, sidewalk, alley, or other right-of-way upon which a public nuisance exists or  
15 was abated by the City.

16 "Waste matter" shall mean any discarded, used, or leftover object or  
17 substance, including, but not limited to, a lighted or non-lighted cigarette, cigar,  
18 match, or any flaming or glowing material, or any garbage, trash, refuse, paper,  
19 container, packaging, construction material, carcass of a dead animal, any nauseous  
20 or offensive matter of any kind, or any object likely to injure any person or to create a  
21 traffic hazard, or as otherwise defined by Section 374(b) of the California Penal Code.

### 22 **5-11.05.2 Disposal of garbage, rubbish, and other waste matter.**

23 (a) It is unlawful and a public nuisance for any person to cause, permit, allow, or  
24 suffer the placing, throwing, dropping, depositing, sweeping, dumping, or leaving of  
25 any organic or inorganic rubbish, refuse, garbage, bulky item, waste matter,  
26 hazardous waste, solid waste, or offal on or about any street, highway, sidewalk,  
27 alley, right-of-way, or other public property (including any grounds belonging to any  
28 Federal, State, County or other governmental or quasi-governmental entity or  
agency unless expressly preempted by State or Federal Legislation), except when  
placed in appropriate containers designated by the City for such purposes.

(b) The owner, occupant, and person in control of any real property within the City  
of Huntington Park shall place or cause to be placed in an enclosed container all  
garbage or debris, rubbish, or other waste matter that shall exist upon the premises.  
Such enclosed container shall be of such a nature that the garbage or debris or  
rubbish placed therein shall not be free to be transferred about the premises or  
adjacent premises by wind or other natural causes.

### 29 **5-11.05.3 Maintenance of streets, highways, alleys and rights-of-way in clean 30 and orderly condition.**

31 (a) Maintenance Required. Pursuant to Penal Code 374.3 - Illegal Dumping  
32 of Waste in California, the owner, occupant, and person in control of any real  
33 property within the City of Huntington Park shall keep and maintain the public street,  
34 highway, sidewalk, alley, and other public right-of-way adjacent to said real property  
35 in a neat, clean, and orderly condition free from organic ~~or~~ **and** inorganic rubbish,

1 refuse, debris, garbage, rubbish, bulky item, waste matter, hazardous waste, solid  
2 waste, offal and as otherwise required by the Huntington Park Municipal Code. It is  
3 unlawful and hereby declared a public nuisance for any person owning, occupying  
4 or having charge or control of any real property to fail to keep and maintain the  
public street, highway, sidewalk, alley, and other public right-of-way adjacent to said  
real property in the manner required by this section.

5 (b) **Abatement of Public Nuisance.** Any public nuisance created by violation of  
6 this section shall be abated in accordance with the provisions of this section (or as  
7 otherwise authorized by law). The procedures for abatement in this section shall not  
8 be exclusive and shall not limit or restrict the City from pursuing any other remedies  
9 available at law, whether equitable, civil, or criminal, or from enforcing City codes  
and ordinances, or from abating or causing abatement of public nuisances in any  
other manner provided by law.

10 (1) **Notification.** Except as otherwise provided by this Code or other applicable  
11 law, whenever an Enforcement Officer determines that organic or inorganic rubbish,  
12 refuse, debris, garbage, rubbish, bulky item, waste matter, hazardous waste, solid  
13 waste, offal or other condition creating a public nuisance is located within the public  
14 street, highway, sidewalk, alley, right-of-way, or other public property and that City  
personnel (or agents thereof) may need to abate such public nuisance, ~~he or she~~  
**the Enforcement Officer** shall notify the ~~responsible person(s)~~ **owner and the**  
**occupant(s) of the real property** by telephone, in person, or **and** in writing of the  
following:

15 (i) The address of the subject property;

16 (ii) A brief description of the public nuisance, as well as a description of its  
location on the public right-of-way;

17 (iii) A reference to the law prohibiting the public nuisance condition;

18 (iv) A brief description of the responsible person's required corrective action(s);

19 (v) The **A** compliance period **of 48 hours** ~~(of no less than twenty-four (24)~~  
20 ~~hours and no more than seventy-two (72) hours)~~ in which to complete the  
required corrective action(s);

21 (vi) A statement that failure to abate the public nuisance as described in the  
22 notice will result in the abatement of the public nuisance by City personnel, and that  
23 the owner of the subject property shall be personally responsible for the costs of  
24 abatement **whether or not such public nuisance was generated or placed by**  
**the owner or the occupants of the subject property** and that said costs may be  
recorded against the subject property as a lien or as a special assessment **if not**  
**paid within fourteen (14) days of the date of invoice.**

25 (2) **Imminent Hazard.** The notification requirement set forth in subsection (b)(1)  
26 shall not apply to public nuisances constituting an imminent hazard. In such  
27 instances, the Enforcement Officer shall attempt to notify a ~~responsible person~~ **the**  
**property owner and the occupant(s) of the subject property** by telephone, in  
28 ~~said person~~ **the owner, occupant(s), or owner's authorized agent** (as well as  
other information required pursuant to subsection (b)(1)); provided, however, that

1 the Enforcement Officer may dispense with any attempt at prior notification of a  
2 ~~responsible person~~ **the owner and occupant(s)** if, in the sole discretion of the  
3 Enforcement Officer, the nature or severity of the hazard justifies such inaction.

4 (3) Abatement Actions. Notwithstanding any other provision of this Code, if any  
5 ~~responsible person~~ **the owner or occupant(s)** fails to abate a public nuisance or  
6 imminent hazard, the City may, without any administrative hearing, **will** cause the  
7 removal of any organic or **and** inorganic rubbish, refuse, garbage, debris, bulky  
8 item, waste matter, hazardous waste, solid waste, or offal from within the public  
9 street, highway, sidewalk, alley, right-of-way, or other public property, at the  
10 expense of the ~~responsible persons~~ **owner of the subject property whether or**  
11 **not such public nuisance was generated or placed by the owner or the**  
12 **occupant(s) of the subject property**. Further, the City may assess the **all** costs of  
13 abatement against the owner of the subject property as set forth in this section.

14 (4) Post-Abatement Notice. Within fifteen (15) business days following an  
15 abatement of a public nuisance by the City pursuant to the provisions of this article  
16 where written notification was not provided prior to the abatement, the Enforcement  
17 Officer shall serve ~~any responsible person~~ **the property owner** with a notice of  
18 abatement by City personnel **the Enforcement Officer** by first-class **certified** mail.  
19 Notice to an owner of the subject property shall be mailed to the mailing address set  
20 forth in the last equalized assessment roll of the Los Angeles County **Office of the**  
21 **Assessor's office** or other application, permit, license or other public record on file  
22 with the City. Failure of any responsible person to receive a properly addressed  
23 notice of abatement by City personnel by mail shall not invalidate any action or  
24 proceeding pursuant to this article.

25 (i) A notice of abatement by City personnel shall contain the following:

26 (aa) The name(s) ~~of all known responsible persons~~ **of the property owner(s)** who  
27 are being served with the notice of abatement by City personnel;

28 (ab) The address of the subject property;

(ac) A brief description of the public nuisance, as well as a description of its  
previously **observed** location on the public right-of-way;

(ad) A brief description of the law prohibiting or pertaining to the nuisance;

(ae) A brief explanation as to why the City deemed the nuisance to constitute an  
imminent hazard (if applicable);

(af) A brief description of the actions City personnel took to abate the public  
nuisance; and

(ag) The time, place, and manner in which the ~~responsible persons~~ **property**  
**owner and occupant(s)** received notification prior to the abatement actions by  
the City (if applicable).

(c) Collection of Abatement Costs. The City shall be entitled to recover its

1 costs of abatement for any public nuisance abated by the City in accordance with  
2 the provisions of this article. In such instances, the City shall follow the procedures  
set forth in this section.

3 (1) Statement of Abatement Costs. The City shall prepare and serve a statement  
4 of abatement costs on the ~~responsible persons~~ **property owner** within ~~sixty (60)~~  
5 **fourteen (14)** calendar days of the City's completion of nuisance abatement actions.  
6 Service of this statement shall be by ~~first-class~~ **certified** mail. Notice to an owner of  
7 the subject property shall be mailed to the mailing address set forth in the last  
equalized assessment roll of the Los Angeles County **Office of the Assessor's office**  
or other application, permit, license or other public record on file with the City.

8 (2) Payment of Abatement Costs. Unless a timely appeal of the statement of  
9 abatement costs is filed, ~~a responsible person~~ **the property owner** shall tender the  
abatement costs in U.S. currency to the City within thirty (30) calendar days of the  
date of service of the statement of abatement costs.

10 (3) Request for Appeal. ~~A responsible person~~ **The property owner** has the  
11 right to appeal a statement of abatement costs by filing a written request for  
12 appeal with the City Clerk's office (6550 Miles Avenue ~~Room 148~~, Huntington  
Park, CA 90255) within fourteen (14) calendar days of service of the statement  
of abatement costs.

13 (i) A written request for appeal shall contain the following information:

14 (aa) Name, address, telephone number, and signature of each ~~responsible person~~  
15 **property owner** who is appealing the statement of abatement costs;

16 (ab) The address of the subject property;

17 (ac) Date of the statement of abatement costs being appealed; and

18 (ad) Description of the specific abatement cost being appealed, and a statement of  
the grounds for appeal in sufficient detail to enable the City Manager or designee to  
understand the nature of the controversy.

19 (ii) No fee shall be due for the filing of a request for appeal.

20 (4) Waiver of Right to Appeal. Failure of ~~a responsible person~~ **the property**  
21 **owner** to timely file a written request for appeal constitutes a waiver of the right to  
22 appeal a statement of abatement costs. In this event, the statement of abatement  
costs is final and binding, and the City may proceed to collect its abatement costs  
as contained in a final statement of abatement costs in any manner allowed by law.

23 (5) Notice of Appeal Hearing. If a timely request for appeal is received by the  
24 City Clerk, a hearing shall be set before the City Manager or designee no later than  
25 sixty (60) calendar days, and no sooner than ten (10) calendar days, of receipt of  
the request for appeal. A notice of the date, time and location of the hearing shall  
26 be served on all ~~responsible persons~~ **property owners** who appealed the  
statement of abatement costs by ~~first-class~~ **certified** mail to the address(es) stated  
27 on the request form at least ten (10) calendar days prior to the hearing. Failure of a  
28 person requesting an appeal to receive a properly addressed notice shall not  
invalidate any action or proceeding by the City pursuant to this article.

1 (6) Request to Continue Appeal Hearing. Any request by an appellant to  
2 continue a hearing must be submitted to the City Clerk in writing no later than five  
3 (5) business days before the date scheduled for the hearing. The City Manager or  
4 designee may continue a hearing for good cause or on his or her own motion;  
however, in no event may the hearing be continued for more than sixty (60)  
calendar days without stipulation by all parties.

5 (7) Appeal Hearing. At the time and place fixed for receiving and considering the  
6 request to appeal the statement of abatement costs, the City Manager or designee  
7 shall hear and pass upon the evidence submitted by City personnel, together with  
8 any objections or protests raised by responsible persons liable for said costs.  
9 Testimony and evidence shall be limited to those issues and/or defenses raised in  
10 the request for an appeal filed by the appellant. The City Manager or designee may  
11 make such revision, correction or modification to the statement as he or she may  
12 deem just, after which the statement, as it is submitted, or as revised, corrected or  
13 modified, shall be confirmed. ~~The hearing may be continued from time to time.~~

14 (8) Finality of Decision. Notwithstanding any other provision of this Code,  
15 the decision of the City Manager or designee is **shall be** final and binding.

16 (9) Confirmed Statement of Abatement Costs. The City Clerk shall cause a  
17 confirmed statement of abatement costs to be served upon all persons who  
18 appealed the original statement by ~~first-class~~ **certified** mail to the address(es)  
19 stated on the request form. The City Clerk shall cause a confirmed statement of  
20 abatement costs to be served on the owner of the subject property by ~~first-class~~  
21 **certified** mail to the address shown on the last equalized assessment roll  
22 (irrespective of whether the owner appealed the statement of abatement costs).  
23 This document shall also contain the following statement:

24 "The decision of the City Manager or designee is final and binding. Judicial review of  
25 the decision is subject to the provisions and time limits set forth in California Code of  
26 Civil Procedure Section 1094.6 et seq."

27 (10) Nonreceipt of Confirmed Statement. Failure of ~~a responsible person~~ **the**  
28 **property owner** to receive a properly addressed confirmed statement shall not  
invalidate any action or proceeding by the City pursuant to this article.

(11) Payment of Confirmed Abatement Costs. ~~A responsible person~~ **The**  
**property owner** shall tender the abatement costs in U.S. currency to the City  
within thirty (30) calendar days of the date of service of the confirmed statement of  
abatement costs. The abatement costs (as contained in an uncontested statement  
on abatement costs or in a confirmed statement of abatement costs) shall  
constitute a civil debt against the responsible party(ies) and may be collected by  
the City as set forth in this section, or in any other manner authorized by law.

(d) Collection of Abatement Costs by Special Assessment. The City may cause a  
special assessment to be made upon the subject property pursuant to California  
Government Code Section 38773.5, and future amendments thereto, in the event a

1 statement of abatement costs or a confirmed statement of abatement costs is not  
2 paid in a timely manner.

3 (1) A notice of special assessment shall be sent to the property owner(s) of  
4 the subject property by certified mail at the time the assessment is imposed and  
5 shall contain the following recitals:

6 "The property may be sold after three years by the tax collector for unpaid delinquent  
7 assessments. The tax collector's power of sale shall not be affected by the failure of  
8 the property owner to receive notice."

9 (2) The assessment may be collected at the same time and in the same  
10 manner as ordinary municipal taxes are collected, and shall be subject to the  
11 same penalties and the same procedure and sale in case of delinquency as  
12 provided for ordinary municipal taxes. All laws applicable to the levy, collection  
13 and enforcement of municipal taxes shall be applicable to the special assessment.  
14 However, if any real property to which the cost of abatement relates has been  
15 transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona  
16 fide encumbrance for value has been created and attaches thereon, prior to the  
17 date on which the first installment of the taxes would become delinquent, then the  
18 cost of abatement shall not result in a lien against the real property but instead  
19 shall be transferred to the unsecured roll for collection.

20 (3) The City Attorney or City Prosecutor shall establish the notice of  
21 special assessment form for use, or consideration, by the Tax Collector in  
22 collecting a special assessment.

23 (4) The notice of special assessment shall be entitled to recordation with the Los  
24 Angeles County **Registrar-Recorder/County Clerk's** office.

25 (5) The amount of a special assessment shall also constitute a personal  
26 obligation of the owners of the subject property.

27 (e) Collection of Costs of Abatement by Nuisance Abatement Lien. As an  
28 alternative to the procedure contained in subsection (d) of this section, the City  
may cause a nuisance abatement lien to be recorded upon the subject property  
pursuant to California Government Code Section 38773.1, and future  
amendments thereto, in the event a statement of abatement costs or a confirmed  
statement of abatement costs is not paid in a timely manner.

(1) A lien shall not be recorded prior to serving notice upon the owner of the  
subject property. This document shall be served in the same manner as a summons  
in a civil action in accordance with Article 3 (commencing with Section 415.10) of  
Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. If the owner of record,  
after diligent search, cannot be found, the notice may be served by posting a copy  
thereof in a conspicuous place upon the property for a period of ten (10) days and  
publication thereof in a newspaper of general circulation published in Los Angeles  
County pursuant to Section 6062 of the California Government Code.

(2) The nuisance abatement lien shall be recorded in the Los Angeles County  
**Registrar-Recorder/County Clerk's** office in the county in which the subject

1 property is located and from the date of recording shall have the force, effect, and  
2 priority of a judgment lien.

3 (3) A nuisance abatement lien authorized by this section shall specify the  
4 amount of the lien for the City of Huntington Park, the name of the City department  
5 on whose behalf the lien is imposed, the date of the abatement actions, the street  
6 address, legal description and assessor's parcel number of the subject property on  
7 which the lien is imposed, and the name and address of the recorded owner of the  
8 subject property.

9 (4) In the event that the lien is discharged, released, or satisfied, either through  
10 payment or foreclosure, notice of the discharge containing the information specified  
11 in subsection (e)(3) shall be recorded by the City. A nuisance abatement lien and  
12 the release of the lien shall be indexed in the grantor-grantee index.

13 (5) A nuisance abatement lien may be foreclosed by an action brought by the City  
14 for a money judgment.

15 (6) The City may recover from the owner(s) of the subject property any costs  
16 incurred regarding the processing and recording of the lien and providing notice to  
17 the owner(s) as part of its foreclosure action to enforce the lien.

18 (7) The amount of a nuisance abatement lien shall also constitute a personal  
19 obligation of the owners of the subject property.

20 (f) Imposition of Illegal Dumping Fee. **A violation of this section shall**  
21 **constitute an infraction.** In lieu of assessing the actual costs of abatement as  
22 described in subsection (c), an illegal dumping fee may be imposed upon  
23 ~~responsible persons~~ **property owner(s) and/or occupant(s) in an** **the following**  
24 **amounts established by resolution of the City Council:**

25 (i) **The first violation of this section shall be subject to a fine of \$1,000.**

26 (ii) **The second violation of this section shall be subject to a fine of**  
27 **\$1,500.**

28 (iii) **The third and subsequent violations of this section shall be subject to**  
**a fine of \$3,000.**

**Pursuant to Penal Code 374.3, each day that waste matter is placed,**  
**deposited, or dumped in violation of this section is a separate violation.**

29 (g) **If the waste matter placed, deposited, or dumped was used**  
**tires, the fine prescribed in this section shall be doubled.** Assessment and  
30 Collection of Illegal Dumping Fee. The City Council and/or City Manager shall  
31 adopt a policy rule, and/or regulation regarding the manner of assessing the  
32 illegal dumping fee upon ~~responsible persons~~ **the property owner or**  
33 **occupant(s) of the subject property,** as well as regarding the method of  
34 payment by ~~responsible persons~~ **the property owner or occupant(s) of the**  
35 **subject property.** The City may withhold issuance or renewal of any license or  
36 permit for a ~~responsible person~~ **the property owner or occupant(s) of the**  
37 **subject property,** or other entitlement for a subject property whenever an illegal  
38 dumping fee assessed pursuant to this section remains unpaid. The City may  
also collect unpaid illegal dumping fees by a nuisance abatement lien or a

1 special assessment in accordance with the provisions of subsections (d) and (e).

2 **5-11.05.5 Required notice for infraction violations.**

3  
4 (a) Except as specified in subsection (b), no arrests shall be made or citations  
5 issued to any occupant or owner of any property within the City of Huntington Park  
6 under the authority of this article unless the City of Huntington Park shall have  
7 furnished to said occupant or owner two (2) consecutive ten (10) day written notices  
8 mailed to the last known address of the occupant or owner, advising said occupant  
9 or owner of the nature of the violation, the requirements to correct the violation, the  
time within which the violations shall be corrected, the proposed action of the City of  
Huntington Park if the corrections are not made and the maximum penalty which  
may be imposed if the violations are not corrected.

10 (b) Notwithstanding any other provision of this article, no notices are required  
11 prior to the arrest or issuance of a citation for any violation of Section 5-  
11.05.2(a) of this article.”

12 **SECTION 3:** Title 5, Chapter 11, Article 4 of the Huntington Park Municipal Code is  
13 hereby amended in its entirety to read as follows:

14 **“5-11.23-.1 Finding and purpose.**

15 The City Council finds as follows:

16 (a) Illegal dumping poses serious health risks to children and other persons,  
17 creates blight in the City, and tends to contribute to the presence of flies, insects,  
18 vector, vermin, rats, wild animals, and other pests.

19 (b) Illegal dumping is facilitated by the use of vehicles, whereby persons utilize  
20 vehicles to transport waste matter, **organic or inorganic rubbish, refuse, garbage,**  
21 **bulky item, hazardous waste, solid waste, or offal** for the purpose of illegally  
dumping the waste matter, **organic or inorganic rubbish, refuse, garbage, bulky**  
**item, hazardous waste, solid waste, or offal.**

22 (c) The procedures for seizing and impounding vehicles used to illegally dump  
23 waste matter are expressly intended as a remedy to abate these public nuisances  
24 and to protect the City’s residents and the public from harm to their health, safety,  
25 and welfare. Examples of such damages are the costs of cleaning up illegal  
26 dumpsites and diverting limited public resources to address the nuisance activities  
through direct enforcement and other programs designed to prevent illegal  
dumping. Any deterrent effect is deemed incidental to the remedial purpose of this  
article.

27 **5-11.23.2 Authority.**

28 This article is adopted pursuant to the authority granted in Article XI, Section VII of

1 the California Constitution, Section 38771 of the California Government Code, and  
2 Section 22659.5 of the California Vehicle Code.

3 **5-11.23.3 Definitions.**

4 For the purposes of this article, the following definitions shall apply:

5 “Commercial quantities” means an amount of waste matter generated in the course of  
6 a trade, business, profession, or occupation, or an amount equal to or in excess of  
7 one cubic yard. This definition does not apply to the dumping of household waste at a  
8 person’s residence.

9 “Illegal dumping” shall mean placing, depositing, or dumping, or causing to be placed,  
10 deposited, or dumped, waste matter in violation of this article in commercial quantities  
11 in refuse containers designated by the City for such purposes not registered  
12 to the person(s), business(es), entity(ies), or motor vehicle(s) utilized for  
13 transportation of waste matter. It shall also include placing, depositing, or  
14 dumping or causing to be placed, deposited or dumped waste matter on or  
15 about any street, highway, sidewalk, alley, right-of-way, or other public  
16 property (including any grounds belonging to any Federal, State, County or  
17 other governmental or quasi-governmental entity or agency unless expressly  
18 preempted by State or Federal Legislation).

19 “Impounding agency” shall mean the City of Huntington Park.

20 “Waste matter” shall mean any organic or inorganic rubbish, refuse, garbage,  
21 bulky item, hazardous waste, solid waste, or offal, any discarded, used, or  
22 leftover object or substance, including, but not limited to, a lighted or non-lighted  
23 cigarette, cigar, match, or any flaming or glowing material, or any garbage, trash,  
24 refuse, paper, container, packaging, construction material, carcass of a dead  
25 animal, any nauseous or offensive matter of any kind, or any object likely to injure  
26 any person or to create a traffic hazard, or as otherwise defined by Section 374(b) of  
27 the California Penal Code.

28 **5-11.23.4 Declaration of nuisance vehicle used for illegal dumping.**

(a) Any motor vehicle used for the purpose of illegal dumping is a public  
nuisance and the vehicle shall be subject to seizure and impoundment for a period  
up to thirty (30) days when:

- (1) The motor vehicle is used in the commission or attempted commission of an  
act that violated Section ~~373.4(h)~~ **374.3(h)(1)** of the California Penal Code; and
- (2) The owner or operator of the vehicle has had a prior conviction for the same  
offense within the past three (3) years.

(b) Any person or any agent who owns, leases, borrows, possesses, maintains,  
or uses any vehicle for the purpose or act set forth in subsection (a) is responsible  
for creating a public nuisance.

**5-11.23.5 Seizure and impoundment of nuisance vehicle used for illegal**

1 **dumping.**

2 (a) Within two (2) working days after impoundment, the impounding agency  
3 shall send a notice by certified mail, return receipt requested, to the legal owner  
4 of the vehicle, at the address obtained from the department, informing the owner  
5 that the vehicle has been impounded. The notice shall also include notice of the  
6 opportunity for a post-storage hearing to determine the validity of the storage or  
7 to determine mitigating circumstances establishing that the vehicle should be  
8 released. The impounding agency shall be prohibited from charging for more  
9 than five (5) days' storage if it fails to notify the legal owner within two (2) working  
10 days after the impoundment when the legal owner redeems the impounded  
11 vehicle. The impounding agency shall maintain a published telephone number  
12 that provides information twenty-four (24) hours a day regarding the  
13 impoundment of vehicles and the rights of a legal owner and a registered owner  
14 to request a hearing. The notice shall include all of the following information:

15 (1) The name, address, and telephone number of the agency providing the notice;

16 (2) The location of the place of storage and description of the vehicle, that  
17 shall include, if available, the model or make, the manufacturer, the license plate  
18 number, and the mileage;

19 (3) The authority and purpose for the removal of the vehicle;

20 (4) A statement that, in order to receive a post-storage hearing, the owners, or  
21 their agents, shall request the hearing in person, writing, or by telephone within ten  
22 (10) days of the date appearing on the notice.

23 (b) The post-storage hearing shall be conducted within forty-eight (48) hours of  
24 the request, excluding weekends and holidays. The public agency may authorize  
25 one of its own officers or employees to conduct the hearing if that hearing officer is  
26 not the same person who directed the seizure of the vehicle.

27 (c) Failure of the legal and the registered owners, or their agents, to request  
28 or to attend a scheduled hearing shall satisfy the post-storage hearing  
requirement.

(d) The agency employing the person who directed the storage shall be  
responsible for the costs incurred for towing and storage if it is determined in the  
post-storage hearing that reasonable grounds for the storage are not established.

(e) Any period during which a vehicle is subjected to storage under an  
ordinance adopted pursuant to this section shall be included as part of the period  
of impoundment.

(f) The impounding agency shall release the vehicle to the registered owner or  
his or her agent prior to the end of the impoundment period under any of the  
following circumstances:

(1) The driver of the impounded vehicle was arrested without probable cause;

(2) The vehicle is a stolen vehicle;

(3) The vehicle is subject to bailment and was driven by an unlicensed  
employee of a business establishment, including a parking, service or repair

1 garage;

2 (4) The driver of the vehicle is not the sole registered owner of the vehicle  
3 and the vehicle is being released to another registered owner of the vehicle  
4 who agrees not to allow the driver to use the vehicle until after the end of the  
5 impoundment period;

6 (5) A spouse, registered domestic partner, or other affected third party objects  
7 to the impoundment of the vehicle on the grounds that it would create a hardship if  
8 the subject vehicle is the sole vehicle in a household. The hearing officer shall  
9 release the vehicle where the hardship to a spouse, registered domestic partner, or  
10 other affected third party created by the impoundment of the subject vehicle, or the  
11 length of the impoundment, outweigh the seriousness and the severity of the act in  
12 which the vehicle was used.

13 (g) Notwithstanding any provision of law, if a motor vehicle is released prior to  
14 the conclusion of the impoundment period because the driver was arrested without  
15 probable cause, neither the arrested person nor the registered owner of the motor  
16 vehicle shall be responsible for the towing and storage charges.

17 (h) Except as provided in subsection (g), the registered owner or his or her  
18 agent shall be responsible for all towing and storage charges related to the  
19 impoundment.

20 (i) A vehicle removed and seized under this section shall be released to the  
21 legal owner of the vehicle or the legal owner's agent prior to the end of the  
22 impoundment period if both of the following conditions are met:

23 (1) The legal owner is a motor vehicle dealer, bank, credit union, acceptance  
24 corporation, or other licensed financial institution legally operating in this State, or is  
25 another person who is not the registered owner and holds a security interest in the  
26 vehicle; and

27 (2) The legal owner or the legal owner's agent pays all towing and  
28 storage fees related to the seizure and impoundment of the vehicle.

(j) (1) No lien sale processing fees shall be charged to the legal owner who  
redeems the vehicle prior to the fifteenth (15th) day of the impoundment period.  
Neither the impounding agency nor any person having possession of the vehicle  
shall collect from the legal owner as described in subsection (i)(1), or the legal  
owner's agent, any administrative charges imposed pursuant to Section 22850.5 of  
the California Vehicle Code, unless the legal owner voluntarily requested a post-  
storage hearing.

(2) A person operating or in charge of a storage facility where vehicles are stored  
pursuant to this section shall accept a valid bank credit card or cash for payment of  
towing, storage, and related fees by a legal or registered owner or the owner's agent  
claiming the vehicle. A credit card or debit card shall be in the name of the person  
presenting the card. For purposes of this section, "credit card" is as defined in  
subdivision (a) of Section 1747.02 of the Civil Code. Credit card does not include a  
credit card issued by a retail seller.

(3) A person operating or in charge of a storage facility described in subsection

1 (j)(2) who violates subsection (j)(2) shall be civilly liable to the owner of the vehicle  
2 or the person who tendered the fees for four (4) times the amount of the towing,  
storage, and related fees not to exceed five hundred (\$500.00) dollars.

3 (4) A person operating or in charge of the storage facility described in subsection  
4 (j)(2) shall have sufficient funds on the premises of the primary storage facility during  
5 normal business hours to accommodate, and make change for, a reasonable  
monetary transaction.

6 (5) Credit charges for towing and storage services shall comply with Section  
7 1748.1 of the Civil Code. Law enforcement agencies may include the costs of  
providing for payment by credit when making agreements with towing companies  
on rates.

8 (6) A failure by a storage facility to comply with any applicable conditions set  
9 forth in this subdivision shall not affect the right of the legal owner or the legal  
10 owner's agent to retrieve the vehicle if all conditions required of the legal owner or  
legal owner's agent under this subdivision are satisfied.

11 (k) (1) The legal owner or the legal owner's agent shall present to the law  
12 enforcement agency, impounding agency, person in possession of the vehicle, or  
any person acting on behalf of those agencies, a copy of the assignment, as defined  
13 in subdivision (b) of Section 7500.1 of the Business and Professions Code, a  
release from the one responsible governmental agency, only if required by the  
14 agency, a government-issued photographic identification card, and any one of the  
following as determined by the legal owner or the legal owner's agent: a certificate  
15 of repossession for the vehicle, a security agreement for the vehicle, or title,  
whether or not paperless or electronic, showing proof of legal ownership for the  
16 vehicle. Any documents presented may be originals, photocopies, or facsimile  
copies, or may be transmitted electronically. The law enforcement agency,  
17 impounding agency, or other governmental agency, or any person acting on behalf  
of those agencies, shall not require any documents to be notarized. The law  
18 enforcement agency, impounding agency, or any person acting on behalf of those  
agencies may require the agent of the legal owner to produce a photocopy or  
19 facsimile copy of its repossession agency license or registration issued pursuant to  
Chapter 11 (commencing with Section 7500) of Division 3 of the Business and  
20 Professions Code, or to demonstrate, to the satisfaction of the law enforcement  
agency, impounding agency, or any person acting on behalf of those agencies that  
21 the agent is exempt from licensure pursuant to Section 7500.2 or 7500.3 of the  
Business and Professions Code.

22 (2) Administrative costs authorized under subdivision (a) of Section 22850.5 of  
23 the California Vehicle Code shall not be charged to the legal owner of the type  
24 specified in subsection (i)(1) who redeems the vehicle unless the legal owner  
voluntarily requests a post-storage hearing. A City, County, City and County, or State  
25 agency shall not require a legal owner or a legal owner's agent to request a post-  
26 storage hearing as a requirement for release of the vehicle to the legal owner or the  
27 legal owner's agent. The law enforcement agency, impounding agency, or other  
28 governmental agency, or any person acting on behalf of those agencies, shall not  
require any documents other than those specified in this subsection.

1 The legal owner or the legal owner's agent shall be given a copy of any documents  
2 he or she is required to sign, except for a vehicle evidentiary hold log book. The law  
3 enforcement agency, impounding agency, or any person acting on behalf of those  
4 agencies, or any person in possession of the vehicle, may photocopy and retain the  
5 copies of any documents presented by the legal owner or legal owner's agent. The  
6 legal owner shall indemnify and hold harmless a storage facility from any claims  
arising out of the release of the vehicle to the legal owner or the legal owner's agent  
and from any damage to the vehicle after its release, including the reasonable costs  
associated with defending any such claims.

7 (l) A legal owner, who meets the requirements for release of a vehicle  
8 pursuant to subsection (i), or the legal owner's agent, shall not be required to  
9 request a post-storage hearing as a requirement for release of the vehicle to the  
10 legal owner or the legal owner's agent.

11 (m) (1) A legal owner, who meets the requirements for release of a vehicle  
12 pursuant to subsection (i), or the legal owner's agent, shall not release the  
13 vehicle to the registered owner of the vehicle or an agent of the registered  
14 owner, unless the registered owner is a rental car agency, until after the  
15 termination of the impoundment period.

16 (2) Prior to relinquishing the vehicle, the legal owner may require the registered  
17 owner to pay all towing and storage charges related to the seizure and  
18 impoundment.

19 (n) (1) A vehicle removed and seized pursuant to an ordinance adopted pursuant  
20 to this article shall be released to a rental car agency prior to the end of the  
21 impoundment period if the agency is either the legal owner or registered owner of  
22 the vehicle and the agency pays all towing and storage fees related to the seizure  
23 and impoundment of the vehicle.

24 (2) The owner of a rental vehicle that was seized under this section may continue  
25 to rent the vehicle upon recovery of the vehicle. However, the rental car agency shall  
26 not rent another vehicle to the driver of the vehicle that was seized until the  
27 impoundment period has expired.

28 (3) The rental car agency may require the person to whom the vehicle was  
rented to pay all towing and storage charges related to the seizure and  
impoundment."

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

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

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

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

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

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

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

17 **PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of August, 2020.

18  
19  
20 \_\_\_\_\_  
Manuel "Manny" Avila, Mayor

21 **ATTEST:**

22 \_\_\_\_\_  
23 Sergio Infanzon  
Acting City Clerk

24 **APPROVED AS TO FORM:**

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



1 Municipal Code provides for requirements for maintenance of sidewalks, streets, alleys, and  
2 rights-of-way in a clean and orderly condition;

3 **WHEREAS**, Title 5, Chapter 11, Article 2, Section 5-11.05.3 of the Huntington Park  
4 Municipal Code further provides for abatement procedures for any public nuisance created by  
5 violation of Section 5-11.05.3 (or as otherwise authorized by law).

6 **WHEREAS**, the City of Huntington Park has had an on-going issue with illegal  
7 dumping of waste matters, refuse, debris, garbage, rubbish, and bulky items throughout the  
8 City;

9 **WHEREAS**, the current Huntington Park Municipal Code regulations related to illegal  
10 dumping were established in 2013 and have remained unchanged since their adoption;

11 **WHEREAS**, the City Council of the City of Huntington Park wishes to amend its  
12 regulations related to illegal dumping in order to assist with enforcement and discourage  
13 illegal dumping from occurring within the City.

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

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

18 **SECTION 2:** Title 5, Chapter 11, Article 2 of the Huntington Park Municipal Code is  
19 hereby amended in its entirety to read as follows:

20 **"5-11.05.1 Definitions.**

21 For the purpose of this article, the following definitions shall apply:

22 "Abatement costs" or "costs of abatement" shall mean all costs, fees, and  
23 expenses, incidental or otherwise, incurred by the City in investigating and abating a  
24 public nuisance.

24 "Bulky item" shall mean any discarded furniture, carpets, mattresses, home or  
25 industrial appliance, including, but not limited to a refrigerator, range, washer,  
26 dryer, water heater, or sink, abandoned vehicle or part of an abandoned vehicle, or  
27 any object that exceeds the maximum size and/or weight proscribed by the City's  
28 franchise waste hauler for placement into a household or commercial waste or  
recyclable container.

"Enforcement Officer" shall mean a police officer, illegal dumping officer, code  
enforcement officer, or other City official designated by the City Council or City  
Manager to enforce the provisions of this article.

1 "Hazardous waste" shall mean and include all hazardous waste as defined in  
2 Section 6-2.100(l) of the municipal code.

3 "Incidental expenses" shall include, but shall not be limited to, the actual  
4 expenses and costs of the City, such as preparation of notices, specifications,  
5 contracts, inspection of work, costs of printing and mailings required hereunder, costs  
6 of any filing and/or recordation with the County Recorder's office or other  
7 governmental agency, and the costs of administration and legal services.

8 ~~"Responsible person(s)" shall include the owner, occupant and person in  
9 control of real property within the City with a duty to maintain such property and  
10 adjacent public rights-of-way where applicable.~~

11 "Solid waste" shall mean and include all solid waste as defined in Section 6-  
12 2.100(v) of the municipal code.

13 "Subject property" shall mean the real property adjacent to the public street,  
14 highway, sidewalk, alley, or other right-of-way upon which a public nuisance exists or  
15 was abated by the City.

16 "Waste matter" shall mean any discarded, used, or leftover object or  
17 substance, including, but not limited to, a lighted or non-lighted cigarette, cigar,  
18 match, or any flaming or glowing material, or any garbage, trash, refuse, paper,  
19 container, packaging, construction material, carcass of a dead animal, any nauseous  
20 or offensive matter of any kind, or any object likely to injure any person or to create a  
21 traffic hazard, or as otherwise defined by Section 374(b) of the California Penal Code.

#### 22 **5-11.05.2 Disposal of garbage, rubbish, and other waste matter.**

23 (a) It is unlawful and a public nuisance for any person to cause, permit, allow, or  
24 suffer the placing, throwing, dropping, depositing, sweeping, dumping, or leaving of  
25 any organic or inorganic rubbish, refuse, garbage, bulky item, waste matter,  
26 hazardous waste, solid waste, or offal on or about any street, highway, sidewalk,  
27 alley, right-of-way, or other public property (including any grounds belonging to any  
28 Federal, State, County or other governmental or quasi-governmental entity or  
agency unless expressly preempted by State or Federal Legislation), except when  
placed in appropriate containers designated by the City for such purposes.

(b) The owner, occupant, and person in control of any real property within the City  
of Huntington Park shall place or cause to be placed in an enclosed container all  
garbage or debris, rubbish, or other waste matter that shall exist upon the premises.  
Such enclosed container shall be of such a nature that the garbage or debris or  
rubbish placed therein shall not be free to be transferred about the premises or  
adjacent premises by wind or other natural causes.

#### 25 **5-11.05.3 Maintenance of streets, highways, alleys and rights-of-way in clean 26 and orderly condition.**

27 (a) Maintenance Required. Pursuant to Penal Code 374.3 - Illegal Dumping  
28 of Waste in California, the owner, occupant, and person in control of any real  
property within the City of Huntington Park shall keep and maintain the public street,  
highway, sidewalk, alley, and other public right-of-way adjacent to said real property  
in a neat, clean, and orderly condition free from organic ~~or~~ and inorganic rubbish,

1 refuse, debris, garbage, rubbish, bulky item, waste matter, hazardous waste, solid  
2 waste, offal and as otherwise required by the Huntington Park Municipal Code. It is  
3 unlawful and hereby declared a public nuisance for any person owning, occupying  
4 or having charge or control of any real property to fail to keep and maintain the  
public street, highway, sidewalk, alley, and other public right-of-way adjacent to said  
real property in the manner required by this section.

5 (b) **Abatement of Public Nuisance.** Any public nuisance created by violation of  
6 this section shall be abated in accordance with the provisions of this section (or as  
7 otherwise authorized by law). The procedures for abatement in this section shall not  
8 be exclusive and shall not limit or restrict the City from pursuing any other remedies  
9 available at law, whether equitable, civil, or criminal, or from enforcing City codes  
and ordinances, or from abating or causing abatement of public nuisances in any  
other manner provided by law.

10 (1) **Notification.** Except as otherwise provided by this Code or other applicable  
11 law, whenever an Enforcement Officer determines that organic or inorganic rubbish,  
12 refuse, debris, garbage, rubbish, bulky item, waste matter, hazardous waste, solid  
13 waste, offal or other condition creating a public nuisance is located within the public  
14 street, highway, sidewalk, alley, right-of-way, or other public property and that City  
personnel (or agents thereof) may need to abate such public nuisance, ~~he or she~~  
**the Enforcement Officer** shall notify the ~~responsible person(s)~~ **owner and the**  
**occupant(s) of the real property** by telephone, in person, or **and** in writing of the  
following:

15 (i) The address of the subject property;

16 (ii) A brief description of the public nuisance, as well as a description of its  
location on the public right-of-way;

17 (iii) A reference to the law prohibiting the public nuisance condition;

18 (iv) A brief description of the responsible person's required corrective action(s);

19 (v) ~~The~~ **A** compliance period **of 48 hours** ~~(of no less than twenty-four (24)~~  
20 ~~hours and no more than seventy-two (72) hours)~~ in which to complete the  
required corrective action(s);

21 (vi) A statement that failure to abate the public nuisance as described in the  
22 notice will result in the abatement of the public nuisance by City personnel, and that  
23 the owner of the subject property shall be personally responsible for the costs of  
24 abatement **whether or not such public nuisance was generated or placed by**  
**the owner or the occupants of the subject property** and that said costs may be  
recorded against the subject property as a lien or as a special assessment **if not**  
**paid within fourteen (14) days of the date of invoice.**

25 (2) **Imminent Hazard.** The notification requirement set forth in subsection (b)(1)  
26 shall not apply to public nuisances constituting an imminent hazard. In such  
27 instances, the Enforcement Officer shall attempt to notify ~~a responsible person~~ **the**  
**property owner and the occupant(s) of the subject property** by telephone, in  
28 ~~said person~~ **the owner, occupant(s), or owner's authorized agent** (as well as  
other information required pursuant to subsection (b)(1)); provided, however, that

1 the Enforcement Officer may dispense with any attempt at prior notification of a  
2 ~~responsible person~~ **the owner and occupant(s)** if, in the sole discretion of the  
3 Enforcement Officer, the nature or severity of the hazard justifies such inaction.

4 (3) Abatement Actions. Notwithstanding any other provision of this Code, if ~~any~~  
5 ~~responsible person~~ **the owner or occupant(s)** fails to abate a public nuisance or  
6 imminent hazard, the City may, without any administrative hearing, **will** cause the  
7 removal of any organic ~~or~~ **and** inorganic rubbish, refuse, garbage, debris, bulky  
8 item, waste matter, hazardous waste, solid waste, or offal from within the public  
9 street, highway, sidewalk, alley, right-of-way, or other public property, at the  
10 expense of the ~~responsible persons~~ **owner of the subject property whether or**  
11 **not such public nuisance was generated or placed by the owner or the**  
12 **occupant(s) of the subject property**. Further, the City may assess the **all** costs of  
13 abatement against the owner of the subject property as set forth in this section.

14 (4) Post-Abatement Notice. Within fifteen (15) business days following an  
15 abatement of a public nuisance by the City pursuant to the provisions of this article  
16 where written notification was not provided prior to the abatement, the Enforcement  
17 Officer shall serve ~~any responsible person~~ **the property owner** with a notice of  
18 abatement by ~~City personnel~~ **the Enforcement Officer** by first-class **certified** mail.  
19 Notice to an owner of the subject property shall be mailed to the mailing address set  
20 forth in the last equalized assessment roll of the Los Angeles County **Office of the**  
21 **Assessor's office** or other application, permit, license or other public record on file  
22 with the City. Failure of any responsible person to receive a properly addressed  
23 notice of abatement by City personnel by mail shall not invalidate any action or  
24 proceeding pursuant to this article.

25 (i) A notice of abatement by City personnel shall contain the following:

26 (aa) The name(s) ~~of all known responsible persons~~ **of the property owner(s)** who  
27 are being served with the notice of abatement by City personnel;

28 (ab) The address of the subject property;

(ac) A brief description of the public nuisance, as well as a description of its  
previously **observed** location on the public right-of-way;

(ad) A brief description of the law prohibiting or pertaining to the nuisance;

(ae) A brief explanation as to why the City deemed the nuisance to constitute an  
imminent hazard (if applicable);

(af) A brief description of the actions City personnel took to abate the public  
nuisance; and

(ag) The time, place, and manner in which the ~~responsible persons~~ **property**  
**owner and occupant(s)** received notification prior to the abatement actions by  
the City (if applicable).

(c) Collection of Abatement Costs. The City shall be entitled to recover its

1 costs of abatement for any public nuisance abated by the City in accordance with  
2 the provisions of this article. In such instances, the City shall follow the procedures  
set forth in this section.

3 (1) Statement of Abatement Costs. The City shall prepare and serve a statement  
4 of abatement costs on the ~~responsible persons~~ property owner within ~~sixty (60)~~  
5 fourteen (14) calendar days of the City's completion of nuisance abatement actions.  
6 Service of this statement shall be by ~~first-class~~ certified mail. Notice to an owner of  
7 the subject property shall be mailed to the mailing address set forth in the last  
equalized assessment roll of the Los Angeles County Office of the Assessor's office  
or other application, permit, license or other public record on file with the City.

8 (2) Payment of Abatement Costs. Unless a timely appeal of the statement of  
9 abatement costs is filed, ~~a responsible person~~ the property owner shall tender the  
abatement costs in U.S. currency to the City within thirty (30) calendar days of the  
date of service of the statement of abatement costs.

10 (3) Request for Appeal. ~~A responsible person~~ The property owner has the  
11 right to appeal a statement of abatement costs by filing a written request for  
12 appeal with the City Clerk's office (6550 Miles Avenue ~~Room 148~~, Huntington  
Park, CA 90255) within fourteen (14) calendar days of service of the statement  
of abatement costs.

13 (i) A written request for appeal shall contain the following information:

14 (aa) Name, address, telephone number, and signature of each ~~responsible person~~  
15 property owner who is appealing the statement of abatement costs;

16 (ab) The address of the subject property;

17 (ac) Date of the statement of abatement costs being appealed; and

18 (ad) Description of the specific abatement cost being appealed, and a statement of  
the grounds for appeal in sufficient detail to enable the City Manager or designee to  
understand the nature of the controversy.

19 (ii) No fee shall be due for the filing of a request for appeal.

20 (4) Waiver of Right to Appeal. Failure of ~~a responsible person~~ the property  
21 owner to timely file a written request for appeal constitutes a waiver of the right to  
22 appeal a statement of abatement costs. In this event, the statement of abatement  
costs is final and binding, and the City may proceed to collect its abatement costs  
as contained in a final statement of abatement costs in any manner allowed by law.

23 (5) Notice of Appeal Hearing. If a timely request for appeal is received by the  
24 City Clerk, a hearing shall be set before the City Manager or designee no later than  
25 sixty (60) calendar days, and no sooner than ten (10) calendar days, of receipt of  
the request for appeal. A notice of the date, time and location of the hearing shall  
26 be served on all ~~responsible persons~~ property owners who appealed the  
statement of abatement costs by ~~first-class~~ certified mail to the address(es) stated  
27 on the request form at least ten (10) calendar days prior to the hearing. Failure of a  
28 person requesting an appeal to receive a properly addressed notice shall not  
invalidate any action or proceeding by the City pursuant to this article.

1 (6) Request to Continue Appeal Hearing. Any request by an appellant to  
2 continue a hearing must be submitted to the City Clerk in writing no later than five  
3 (5) business days before the date scheduled for the hearing. The City Manager or  
4 designee may continue a hearing for good cause or on his or her own motion;  
however, in no event may the hearing be continued for more than sixty (60)  
calendar days without stipulation by all parties.

5 (7) Appeal Hearing. At the time and place fixed for receiving and considering the  
6 request to appeal the statement of abatement costs, the City Manager or designee  
7 shall hear and pass upon the evidence submitted by City personnel, together with  
8 any objections or protests raised by responsible persons liable for said costs.  
9 Testimony and evidence shall be limited to those issues and/or defenses raised in  
10 the request for an appeal filed by the appellant. The City Manager or designee may  
11 make such revision, correction or modification to the statement as he or she may  
12 deem just, after which the statement, as it is submitted, or as revised, corrected or  
13 modified, shall be confirmed. ~~The hearing may be continued from time to time.~~

14 (8) Finality of Decision. Notwithstanding any other provision of this Code,  
15 the decision of the City Manager or designee is **shall be** final and binding.

16 (9) Confirmed Statement of Abatement Costs. The City Clerk shall cause a  
17 confirmed statement of abatement costs to be served upon all persons who  
18 appealed the original statement by ~~first-class~~ **certified** mail to the address(es)  
19 stated on the request form. The City Clerk shall cause a confirmed statement of  
20 abatement costs to be served on the owner of the subject property by ~~first-class~~  
21 **certified** mail to the address shown on the last equalized assessment roll  
22 (irrespective of whether the owner appealed the statement of abatement costs).  
23 This document shall also contain the following statement:

24 "The decision of the City Manager or designee is final and binding. Judicial review of  
25 the decision is subject to the provisions and time limits set forth in California Code of  
26 Civil Procedure Section 1094.6 et seq."

27 (10) Nonreceipt of Confirmed Statement. Failure of ~~a responsible person~~ **the**  
28 **property owner** to receive a properly addressed confirmed statement shall not  
invalidate any action or proceeding by the City pursuant to this article.

(11) Payment of Confirmed Abatement Costs. ~~A responsible person~~ **The**  
**property owner** shall tender the abatement costs in U.S. currency to the City  
within thirty (30) calendar days of the date of service of the confirmed statement of  
abatement costs. The abatement costs (as contained in an uncontested statement  
on abatement costs or in a confirmed statement of abatement costs) shall  
constitute a civil debt against the responsible party(ies) and may be collected by  
the City as set forth in this section, or in any other manner authorized by law.

(d) Collection of Abatement Costs by Special Assessment. The City may cause a  
special assessment to be made upon the subject property pursuant to California  
Government Code Section 38773.5, and future amendments thereto, in the event a

1 statement of abatement costs or a confirmed statement of abatement costs is not  
2 paid in a timely manner.

3 (1) A notice of special assessment shall be sent to the property owner(s) of  
4 the subject property by certified mail at the time the assessment is imposed and  
5 shall contain the following recitals:

6 “The property may be sold after three years by the tax collector for unpaid delinquent  
7 assessments. The tax collector’s power of sale shall not be affected by the failure of  
8 the property owner to receive notice.”

9 (2) The assessment may be collected at the same time and in the same  
10 manner as ordinary municipal taxes are collected, and shall be subject to the  
11 same penalties and the same procedure and sale in case of delinquency as  
12 provided for ordinary municipal taxes. All laws applicable to the levy, collection  
13 and enforcement of municipal taxes shall be applicable to the special assessment.  
14 However, if any real property to which the cost of abatement relates has been  
15 transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona  
16 fide encumbrance for value has been created and attaches thereon, prior to the  
17 date on which the first installment of the taxes would become delinquent, then the  
18 cost of abatement shall not result in a lien against the real property but instead  
19 shall be transferred to the unsecured roll for collection.

20 (3) The City Attorney or City Prosecutor shall establish the notice of  
21 special assessment form for use, or consideration, by the Tax Collector in  
22 collecting a special assessment.

23 (4) The notice of special assessment shall be entitled to recordation with the Los  
24 Angeles County **Registrar-Recorder/County Clerk’s** office.

25 (5) The amount of a special assessment shall also constitute a personal  
26 obligation of the owners of the subject property.

27 (e) Collection of Costs of Abatement by Nuisance Abatement Lien. As an  
28 alternative to the procedure contained in subsection (d) of this section, the City  
may cause a nuisance abatement lien to be recorded upon the subject property  
pursuant to California Government Code Section 38773.1, and future  
amendments thereto, in the event a statement of abatement costs or a confirmed  
statement of abatement costs is not paid in a timely manner.

(1) A lien shall not be recorded prior to serving notice upon the owner of the  
subject property. This document shall be served in the same manner as a summons  
in a civil action in accordance with Article 3 (commencing with Section 415.10) of  
Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. If the owner of record,  
after diligent search, cannot be found, the notice may be served by posting a copy  
thereof in a conspicuous place upon the property for a period of ten (10) days and  
publication thereof in a newspaper of general circulation published in Los Angeles  
County pursuant to Section 6062 of the California Government Code.

(2) The nuisance abatement lien shall be recorded in the Los Angeles County  
**Registrar-Recorder/County Clerk’s** office in the county in which the subject

1 property is located and from the date of recording shall have the force, effect, and  
2 priority of a judgment lien.

3 (3) A nuisance abatement lien authorized by this section shall specify the  
4 amount of the lien for the City of Huntington Park, the name of the City department  
5 on whose behalf the lien is imposed, the date of the abatement actions, the street  
6 address, legal description and assessor's parcel number of the subject property on  
7 which the lien is imposed, and the name and address of the recorded owner of the  
8 subject property.

9 (4) In the event that the lien is discharged, released, or satisfied, either through  
10 payment or foreclosure, notice of the discharge containing the information specified  
11 in subsection (e)(3) shall be recorded by the City. A nuisance abatement lien and  
12 the release of the lien shall be indexed in the grantor-grantee index.

13 (5) A nuisance abatement lien may be foreclosed by an action brought by the City  
14 for a money judgment.

15 (6) The City may recover from the owner(s) of the subject property any costs  
16 incurred regarding the processing and recording of the lien and providing notice to  
17 the owner(s) as part of its foreclosure action to enforce the lien.

18 (7) The amount of a nuisance abatement lien shall also constitute a personal  
19 obligation of the owners of the subject property.

20 (f) Imposition of Illegal Dumping Fee. A violation of this section shall  
21 constitute an infraction. In lieu of assessing the actual costs of abatement as  
22 described in subsection (c), an illegal dumping fee may be imposed upon  
23 responsible persons property owner(s) and/or occupant(s) in an the following  
24 amounts established by resolution of the City Council.:

25 (i) The first violation of this section shall be subject to a fine of \$1,000.

26 (ii) The second violation of this section shall be subject to a fine of  
27 \$1,500.

28 (iii) The third and subsequent violations of this section shall be subject to  
a fine of \$3,000.

Pursuant to Penal Code 374.3, each day that waste matter is placed,  
deposited, or dumped in violation of this section is a separate violation.

(g) If the waste matter placed, deposited, or dumped was used  
tires, the fine prescribed in this section shall be doubled. .Assessment and  
Collection of Illegal Dumping Fee. The City Council and/or City Manager shall  
adopt a policy rule, and/or regulation regarding the manner of assessing the  
illegal dumping fee upon responsible persons the property owner or  
occupant(s) of the subject property, as well as regarding the method of  
payment by responsible persons the property owner or occupant(s) of the  
subject property. The City may withhold issuance or renewal of any license or  
permit for a responsible person the property owner or occupant(s) of the  
subject property, or other entitlement for a subject property whenever an illegal  
dumping fee assessed pursuant to this section remains unpaid. The City may  
also collect unpaid illegal dumping fees by a nuisance abatement lien or a

1 special assessment in accordance with the provisions of subsections (d) and (e).

2 **5-11.05.5 Required notice for infraction violations.**

3  
4 (a) Except as specified in subsection (b), no arrests shall be made or citations  
5 issued to any occupant or owner of any property within the City of Huntington Park  
6 under the authority of this article unless the City of Huntington Park shall have  
7 furnished to said occupant or owner two (2) consecutive ten (10) day written notices  
8 mailed to the last known address of the occupant or owner, advising said occupant  
9 or owner of the nature of the violation, the requirements to correct the violation, the  
time within which the violations shall be corrected, the proposed action of the City of  
Huntington Park if the corrections are not made and the maximum penalty which  
may be imposed if the violations are not corrected.

10 (b) Notwithstanding any other provision of this article, no notices are required  
11 prior to the arrest or issuance of a citation for any violation of Section 5-  
11.05.2(a) of this article.”

12 **SECTION 3:** Title 5, Chapter 11, Article 4 of the Huntington Park Municipal Code is  
13 hereby amended in its entirety to read as follows:

14 **“5-11.23-.1 Finding and purpose.**

15 The City Council finds as follows:

16 (a) Illegal dumping poses serious health risks to children and other persons,  
17 creates blight in the City, and tends to contribute to the presence of flies, insects,  
18 vector, vermin, rats, wild animals, and other pests.

19 (b) Illegal dumping is facilitated by the use of vehicles, whereby persons utilize  
20 vehicles to transport waste matter, **organic or inorganic rubbish, refuse, garbage,**  
21 **bulky item, hazardous waste, solid waste, or offal** for the purpose of illegally  
dumping the waste matter, **organic or inorganic rubbish, refuse, garbage, bulky**  
**item, hazardous waste, solid waste, or offal.**

22 (c) The procedures for seizing and impounding vehicles used to illegally dump  
23 waste matter are expressly intended as a remedy to abate these public nuisances  
24 and to protect the City’s residents and the public from harm to their health, safety,  
25 and welfare. Examples of such damages are the costs of cleaning up illegal  
26 dumpsites and diverting limited public resources to address the nuisance activities  
through direct enforcement and other programs designed to prevent illegal  
dumping. Any deterrent effect is deemed incidental to the remedial purpose of this  
article.

27 **5-11.23.2 Authority.**

28 This article is adopted pursuant to the authority granted in Article XI, Section VII of

1 the California Constitution, Section 38771 of the California Government Code, and  
2 Section 22659.5 of the California Vehicle Code.

3 **5-11.23.3 Definitions.**

4 For the purposes of this article, the following definitions shall apply:

5 “Commercial quantities” means an amount of waste matter generated in the course of  
6 a trade, business, profession, or occupation, or an amount equal to or in excess of  
7 one cubic yard. This definition does not apply to the dumping of household waste at a  
8 person’s residence.

9 “Illegal dumping” shall mean placing, depositing, or dumping, or causing to be placed,  
10 deposited, or dumped, waste matter in violation of this article in commercial quantities  
11 in refuse containers designated by the City for such purposes not registered  
12 to the person(s), business(es), entity(ies), or motor vehicle(s) utilized for  
13 transportation of waste matter. It shall also include placing, depositing, or  
14 dumping or causing to be placed, deposited or dumped waste matter on or  
15 about any street, highway, sidewalk, alley, right-of-way, or other public  
16 property (including any grounds belonging to any Federal, State, County or  
17 other governmental or quasi-governmental entity or agency unless expressly  
18 preempted by State or Federal Legislation).

19 “Impounding agency” shall mean the City of Huntington Park.

20 “Waste matter” shall mean any organic or inorganic rubbish, refuse, garbage,  
21 bulky item, hazardous waste, solid waste, or offal, any discarded, used, or  
22 leftover object or substance, including, but not limited to, a lighted or non-lighted  
23 cigarette, cigar, match, or any flaming or glowing material, or any garbage, trash,  
24 refuse, paper, container, packaging, construction material, carcass of a dead  
25 animal, any nauseous or offensive matter of any kind, or any object likely to injure  
26 any person or to create a traffic hazard, or as otherwise defined by Section 374(b) of  
27 the California Penal Code.

28 **5-11.23.4 Declaration of nuisance vehicle used for illegal dumping.**

(a) Any motor vehicle used for the purpose of illegal dumping is a public  
nuisance and the vehicle shall be subject to seizure and impoundment for a period  
up to thirty (30) days when:

(1) The motor vehicle is used in the commission or attempted commission of an  
act that violated Section ~~373.4(h)~~ 374.3(h)(1) of the California Penal Code; and

(2) The owner or operator of the vehicle has had a prior conviction for the same  
offense within the past three (3) years.

(b) Any person or any agent who owns, leases, borrows, possesses, maintains,  
or uses any vehicle for the purpose or act set forth in subsection (a) is responsible  
for creating a public nuisance.

**5-11.23.5 Seizure and impoundment of nuisance vehicle used for illegal**

1 **dumping.**

2 (a) Within two (2) working days after impoundment, the impounding agency  
3 shall send a notice by certified mail, return receipt requested, to the legal owner  
4 of the vehicle, at the address obtained from the department, informing the owner  
5 that the vehicle has been impounded. The notice shall also include notice of the  
6 opportunity for a post-storage hearing to determine the validity of the storage or  
7 to determine mitigating circumstances establishing that the vehicle should be  
8 released. The impounding agency shall be prohibited from charging for more  
9 than five (5) days' storage if it fails to notify the legal owner within two (2) working  
10 days after the impoundment when the legal owner redeems the impounded  
11 vehicle. The impounding agency shall maintain a published telephone number  
12 that provides information twenty-four (24) hours a day regarding the  
13 impoundment of vehicles and the rights of a legal owner and a registered owner  
14 to request a hearing. The notice shall include all of the following information:

15 (1) The name, address, and telephone number of the agency providing the notice;

16 (2) The location of the place of storage and description of the vehicle, that  
17 shall include, if available, the model or make, the manufacturer, the license plate  
18 number, and the mileage;

19 (3) The authority and purpose for the removal of the vehicle;

20 (4) A statement that, in order to receive a post-storage hearing, the owners, or  
21 their agents, shall request the hearing in person, writing, or by telephone within ten  
22 (10) days of the date appearing on the notice.

23 (b) The post-storage hearing shall be conducted within forty-eight (48) hours of  
24 the request, excluding weekends and holidays. The public agency may authorize  
25 one of its own officers or employees to conduct the hearing if that hearing officer is  
26 not the same person who directed the seizure of the vehicle.

27 (c) Failure of the legal and the registered owners, or their agents, to request  
28 or to attend a scheduled hearing shall satisfy the post-storage hearing  
requirement.

(d) The agency employing the person who directed the storage shall be  
responsible for the costs incurred for towing and storage if it is determined in the  
post-storage hearing that reasonable grounds for the storage are not established.

(e) Any period during which a vehicle is subjected to storage under an  
ordinance adopted pursuant to this section shall be included as part of the period  
of impoundment.

(f) The impounding agency shall release the vehicle to the registered owner or  
his or her agent prior to the end of the impoundment period under any of the  
following circumstances:

(1) The driver of the impounded vehicle was arrested without probable cause;

(2) The vehicle is a stolen vehicle;

(3) The vehicle is subject to bailment and was driven by an unlicensed  
employee of a business establishment, including a parking, service or repair

1 garage;

2 (4) The driver of the vehicle is not the sole registered owner of the vehicle  
3 and the vehicle is being released to another registered owner of the vehicle  
4 who agrees not to allow the driver to use the vehicle until after the end of the  
5 impoundment period;

6 (5) A spouse, registered domestic partner, or other affected third party objects  
7 to the impoundment of the vehicle on the grounds that it would create a hardship if  
8 the subject vehicle is the sole vehicle in a household. The hearing officer shall  
9 release the vehicle where the hardship to a spouse, registered domestic partner, or  
10 other affected third party created by the impoundment of the subject vehicle, or the  
11 length of the impoundment, outweigh the seriousness and the severity of the act in  
12 which the vehicle was used.

13 (g) Notwithstanding any provision of law, if a motor vehicle is released prior to  
14 the conclusion of the impoundment period because the driver was arrested without  
15 probable cause, neither the arrested person nor the registered owner of the motor  
16 vehicle shall be responsible for the towing and storage charges.

17 (h) Except as provided in subsection (g), the registered owner or his or her  
18 agent shall be responsible for all towing and storage charges related to the  
19 impoundment.

20 (i) A vehicle removed and seized under this section shall be released to the  
21 legal owner of the vehicle or the legal owner's agent prior to the end of the  
22 impoundment period if both of the following conditions are met:

23 (1) The legal owner is a motor vehicle dealer, bank, credit union, acceptance  
24 corporation, or other licensed financial institution legally operating in this State, or is  
25 another person who is not the registered owner and holds a security interest in the  
26 vehicle; and

27 (2) The legal owner or the legal owner's agent pays all towing and  
28 storage fees related to the seizure and impoundment of the vehicle.

(j) (1) No lien sale processing fees shall be charged to the legal owner who  
redeems the vehicle prior to the fifteenth (15th) day of the impoundment period.  
Neither the impounding agency nor any person having possession of the vehicle  
shall collect from the legal owner as described in subsection (i)(1), or the legal  
owner's agent, any administrative charges imposed pursuant to Section 22850.5 of  
the California Vehicle Code, unless the legal owner voluntarily requested a post-  
storage hearing.

(2) A person operating or in charge of a storage facility where vehicles are stored  
pursuant to this section shall accept a valid bank credit card or cash for payment of  
towing, storage, and related fees by a legal or registered owner or the owner's agent  
claiming the vehicle. A credit card or debit card shall be in the name of the person  
presenting the card. For purposes of this section, "credit card" is as defined in  
subdivision (a) of Section 1747.02 of the Civil Code. Credit card does not include a  
credit card issued by a retail seller.

(3) A person operating or in charge of a storage facility described in subsection

1 (j)(2) who violates subsection (j)(2) shall be civilly liable to the owner of the vehicle  
2 or the person who tendered the fees for four (4) times the amount of the towing,  
storage, and related fees not to exceed five hundred (\$500.00) dollars.

3 (4) A person operating or in charge of the storage facility described in subsection  
4 (j)(2) shall have sufficient funds on the premises of the primary storage facility during  
5 normal business hours to accommodate, and make change for, a reasonable  
monetary transaction.

6 (5) Credit charges for towing and storage services shall comply with Section  
7 1748.1 of the Civil Code. Law enforcement agencies may include the costs of  
8 providing for payment by credit when making agreements with towing companies  
9 on rates.

10 (6) A failure by a storage facility to comply with any applicable conditions set  
11 forth in this subdivision shall not affect the right of the legal owner or the legal  
12 owner's agent to retrieve the vehicle if all conditions required of the legal owner or  
13 legal owner's agent under this subdivision are satisfied.

14 (k) (1) The legal owner or the legal owner's agent shall present to the law  
15 enforcement agency, impounding agency, person in possession of the vehicle, or  
16 any person acting on behalf of those agencies, a copy of the assignment, as defined  
17 in subdivision (b) of Section 7500.1 of the Business and Professions Code, a  
18 release from the one responsible governmental agency, only if required by the  
19 agency, a government-issued photographic identification card, and any one of the  
20 following as determined by the legal owner or the legal owner's agent: a certificate  
21 of repossession for the vehicle, a security agreement for the vehicle, or title,  
22 whether or not paperless or electronic, showing proof of legal ownership for the  
23 vehicle. Any documents presented may be originals, photocopies, or facsimile  
copies, or may be transmitted electronically. The law enforcement agency,  
impounding agency, or other governmental agency, or any person acting on behalf  
of those agencies, shall not require any documents to be notarized. The law  
enforcement agency, impounding agency, or any person acting on behalf of those  
agencies may require the agent of the legal owner to produce a photocopy or  
facsimile copy of its repossession agency license or registration issued pursuant to  
Chapter 11 (commencing with Section 7500) of Division 3 of the Business and  
Professions Code, or to demonstrate, to the satisfaction of the law enforcement  
agency, impounding agency, or any person acting on behalf of those agencies that  
the agent is exempt from licensure pursuant to Section 7500.2 or 7500.3 of the  
Business and Professions Code.

24 (2) Administrative costs authorized under subdivision (a) of Section 22850.5 of  
25 the California Vehicle Code shall not be charged to the legal owner of the type  
26 specified in subsection (i)(1) who redeems the vehicle unless the legal owner  
27 voluntarily requests a post-storage hearing. A City, County, City and County, or State  
28 agency shall not require a legal owner or a legal owner's agent to request a post-  
storage hearing as a requirement for release of the vehicle to the legal owner or the  
legal owner's agent. The law enforcement agency, impounding agency, or other  
governmental agency, or any person acting on behalf of those agencies, shall not  
require any documents other than those specified in this subsection.

1 The legal owner or the legal owner's agent shall be given a copy of any documents  
2 he or she is required to sign, except for a vehicle evidentiary hold log book. The law  
3 enforcement agency, impounding agency, or any person acting on behalf of those  
4 agencies, or any person in possession of the vehicle, may photocopy and retain the  
5 copies of any documents presented by the legal owner or legal owner's agent. The  
6 legal owner shall indemnify and hold harmless a storage facility from any claims  
arising out of the release of the vehicle to the legal owner or the legal owner's agent  
and from any damage to the vehicle after its release, including the reasonable costs  
associated with defending any such claims.

7 (l) A legal owner, who meets the requirements for release of a vehicle  
8 pursuant to subsection (i), or the legal owner's agent, shall not be required to  
9 request a post-storage hearing as a requirement for release of the vehicle to the  
10 legal owner or the legal owner's agent.

11 (m) (1) A legal owner, who meets the requirements for release of a vehicle  
12 pursuant to subsection (i), or the legal owner's agent, shall not release the  
13 vehicle to the registered owner of the vehicle or an agent of the registered  
14 owner, unless the registered owner is a rental car agency, until after the  
15 termination of the impoundment period.

16 (2) Prior to relinquishing the vehicle, the legal owner may require the registered  
17 owner to pay all towing and storage charges related to the seizure and  
18 impoundment.

19 (n) (1) A vehicle removed and seized pursuant to an ordinance adopted pursuant  
20 to this article shall be released to a rental car agency prior to the end of the  
21 impoundment period if the agency is either the legal owner or registered owner of  
22 the vehicle and the agency pays all towing and storage fees related to the seizure  
and impoundment of the vehicle.

23 (2) The owner of a rental vehicle that was seized under this section may continue  
24 to rent the vehicle upon recovery of the vehicle. However, the rental car agency shall  
25 not rent another vehicle to the driver of the vehicle that was seized until the  
26 impoundment period has expired.

27 (3) The rental car agency may require the person to whom the vehicle was  
28 rented to pay all towing and storage charges related to the seizure and  
impoundment."

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

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

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

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

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

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

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

17 **PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of August, 2020.

18  
19  
20 \_\_\_\_\_  
Manuel "Manny" Avila, Mayor

21 **ATTEST:**

22  
23 \_\_\_\_\_  
Sergio Infanzon  
Acting City Clerk

24 **APPROVED AS TO FORM:**

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

**ITEM NO. 9**





# CITY OF HUNTINGTON PARK

Community Development Department

City Council Agenda Report

August 18, 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 ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA ADDING ARTICLE 21, "SHARED MOBILITY DEVICES," IN CHAPTER 7 "TRAFFIC," AT TITLE 4, "PUBLIC SAFETY" OF THE HUNTINGTON PARK MUNICIPAL CODE**

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

1. Conduct a public hearing; and
2. Consider public testimony and staff's analysis; and
3. Approve first reading, waive further reading, and introduce Ordinance No. 2020-985 adding Article 21, "Shared Mobility Devices" in Chapter 7 "Traffic" at Title 4, "Public Safety" to the Huntington Park Municipal Code to prohibit shared mobility devices from being placed in the public-right-of-way or on public property.
4. Schedule the adoption of Ordinance No. 2020-985, as described above, for the September 1, 2020 City Council meeting.

**BACKGROUND**

The City of Huntington Park ("City") is a general law city, incorporated under the laws of the State of California and pursuant to its "police powers" under Article XI, Section 7 of the California Constitution, the City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. The City consists of just over three-square miles of land, which is home to 61,348 residents, the jobsite to many workers, and a destination for visitors on weekends. Therefore, the City's public rights-of-way are designed to accommodate a multimodal transportation system and are heavily utilized by residents, workers, and visitors. Due to technological advancements, the City's public rights-of-way have seen new, unpermitted commercial shared mobility devices. The rapid proliferation of such device creates serious safety hazards for pedestrians, bicyclists and drivers and such devices impedes pedestrian circulation and paths of travel, and creates hazards in the public rights-of-way for persons

**CONSIDERATION AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA ADDING ARTICLE 21, "SHARED MOBILITY DEVICES," IN CHAPTER 7 "TRAFFIC," AT TITLE 4, "PUBLIC SAFETY" OF THE HUNTINGTON PARK MUNICIPAL CODE**

AUGUST 18, 2020

Page 2 of 2

with disabilities and others, especially when left unattended. These devices often block paths of travel, sidewalks, driveways and pathways, and create safety hazards especially for person with disabilities attempting to navigate past all such hazards.

Without prohibiting shared mobility devices from being placed in the public-right-of-way or on public property, operated in the public right-of-way or on public property, or offered for use anywhere in the City, accidents involving shared mobility devices are likely at this time, which could result in serious bodily injury or death. Therefore, prohibiting shared mobility devices from being placed in the public-right-of-way or on public property, operated in the public right-of-way or on public property, or offered for use anywhere in the City is necessary at this time to effectuate the City's commitment to protecting its residents, businesses and visitors' health, safety, welfare, and quality of life, and to preserve the public peace, health and safety.

**FISCAL IMPACT**

This ordinance will provide the city with the opportunity to generate revenue and cover the time invested for city's personnel to remove, track, secure, and store any shared mobility unattended device in the public right-of-way.

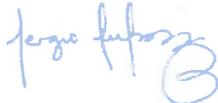
**CONCLUSION**

Upon Council approval, the ordinance will prohibit unattended shared mobility devices from being placed in the public right-of-way or on public property. The recommendation is that the City Council waive further reading and introduce Ordinance No.

Respectfully submitted,



RICARDO REYES  
City Manager



SERGIO INFANZON  
Acting City Clerk

**ATTACHMENT(S)**

- A. Ordinance No. 2020-985 Adding Article 21, "Shared Mobility Devices" in Chapter 7 "Traffic" at Title 4, "Public Safety" of the Huntington Park Municipal Code.

# Attachment "A"





1           **WHEREAS**, prohibiting shared mobility devices from being placed in the public-right-of-  
2 way or on public property, operated in the public right-of-way or on public property, or offered  
3 for use anywhere in the City is necessary at this time to effectuate the City's commitment to  
4 protecting its residents, businesses and visitors' health, safety, welfare, and quality of life; and

5           **WHEREAS**, prohibiting shared mobility devices from being placed in the public-right-of-  
6 way or on public property, operated in the public right-of-way or on public property, or offered  
7 for use anywhere in the City will preserve the public peace, health and safety.

8  
9           **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**  
10 **DOES HEREBY ORDAIN AS FOLLOWS:**

11  
12           **SECTION 1:** The recitals set forth above are incorporated herein and by this reference  
13 made an operative part hereof.

14  
15           **SECTION 2:** Article 21 (Shared Mobility Devices) in Chapter 7 (Traffic) at Title 4  
16 (Public Safety) of the Huntington Park Municipal Code is hereby added to read as follows:

17  
18           **Article 21 Shared Mobility Devices**

19           **4-7.2101 Purpose.**

20           The purpose of this article is to prohibit shared mobility devices from being placed in  
21 the public-right-of-way or on public property, operated in the public right-of-way or on public  
22 property, or offered for use anywhere in the City, so as to allow for adequate pedestrian traffic  
23 flow and to promote public safety.

24           **4-7.2102 Definition.**

25           For purposes of this chapter, "shared mobility device" means any wheeled device,  
26 other than an automobile or motorcycle, that is powered by a motor, is accessed via an on-  
27 demand portal, whether a smartphone application, membership car, or similar method; is  
28 operated by a private entity that owns, manages, and maintains devices for shared use by

1 members of the public; and is available to members of the public in unstaffed, self-service  
2 locations, except for those locations which are designated by the City.

3 **4-7.2103 Prohibitions.**

4 (a) It is unlawful to park, leave standing, leave lying, abandon, or otherwise place a  
5 shared mobility device in a public right-of-way or on public property anywhere within the City.

6 (b) It is unlawful to operate a shared mobility device in a public right-of-way or  
7 public property anywhere within the City.

8 (c) It is unlawful to provide or offer for use a shared mobility device anywhere within  
9 the City.

10 **4-7.2104 Violations.**

11 (a) Police officers, parking enforcement officers, or code enforcement may issue an  
12 administrative citation pursuant to Chapter 5 of Title 1 of this Code, as permitted by  
13 Government Code Section 53069.4, imposing an administrative fine of five hundred dollars  
14 (\$500.00) per mobility device in accordance with violation of this article. The fine amount  
15 imposed pursuant to this article may be amended as set forth in a schedule of fines  
16 established by resolution of the City Council.

17 (b) The issuance of an administrative citation pursuant to Chapter 5 of Title 1 of this  
18 Code does not limit the City's discretion to utilize any other remedy, civil or criminal, to  
19 redress any violation of this article.

20 (c) Police officers, parking enforcement officers, those City officials designated by  
21 the City Manager, and any party contracted by the City to specifically impound shared mobility  
22 devices are authorized to impound any shared mobility device pursuant to the California  
23 Vehicle Code. The impound shall be subject to an impound and storage fee for every mobility  
24 device established by resolution of the City Council.

25  
26 **SECTION 4:** Violations of this Ordinance shall constitute violations of the Huntington  
27 Park Municipal Code, and all penalties and remedies authorized under the Huntington Park  
28 Municipal Code shall apply to violations of the provisions of this Ordinance.

1  
2           **SECTION 5:** This Ordinance is exempt from the California Environmental Quality Act  
3 (“CEQA”), in that this Ordinance does not constitute a “project” under CEQA and is exempt  
4 pursuant to CEQA Guidelines section 15378(b)(3), because it can be seen with certainty  
5 that there is no possibility that prohibiting shared mobility devices from being placed in the  
6 public right-of-way or on public property, operated in the public right-of way or on public  
7 property, or offered for use anywhere in the City will have a significant effect on the  
8 environment. The Ordinance is additionally exempt from CEQA pursuant to CEQA  
9 Guidelines Section 15301(c), as it involves no expansion of the use of existing facilities, a  
10 category that includes streets and sidewalks, and pursuant to CEQA Guidelines Section  
11 15270 which provides an exemption for projects which are disapproved.

12  
13           **SECTION 6:** Any provisions of the Huntington Park Municipal Code or appendices  
14 thereto, which are inconsistent with the provisions of this Ordinance are hereby repealed or  
15 modified to the extent necessary to affect the provisions of the Ordinance.

16  
17           **SECTION 7:** If any section, subsection, sentence, clause, phrase, or portion of this  
18 Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court  
19 of competent jurisdiction, such decision shall not affect the validity of the remaining portions of  
20 this Ordinance. The City Council of the City of Huntington Park hereby declares that it would  
21 have adopted this Ordinance and each section, subsection, sentence, clause, phrase or  
22 portion thereof, irrespective of the fact that any one or more sections, subsections, sentences,  
23 clauses, phrases or potions may be declared invalid or unconstitutional.

24  
25           **SECTION 8:** This Ordinance shall take effect thirty 30 days after final passage by the City  
26 Council.

27  
28           **SECTION 9:** The City Clerk shall certify to the passage of this Ordinance and shall cause the

1 same to be published in the manner prescribed by law.

2 **PASSED, APPROVED AND ADOPTED** this 18th day of August, 2020.

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**CITY OF HUNTINGTON PARK**

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**ATTEST:**

\_\_\_\_\_  
Manuel Avila, Mayor

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\_\_\_\_\_  
Sergio Infanzon  
Acting City Clerk

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**APPROVED AS TO FORM:**

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Arnold M. Alvarez-Glasman  
City Attorney

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