CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda
Tuesday, October 20, 2015

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

Karina Macias
Mayor

Graciela Ortiz
Vice Mayor

Valentin Palos Amezquita
Council Member

Jhonny Pineda
Council Member

Marilyn Sanabria
Council Member

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

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

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

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

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.

- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.

- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.

- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

Presentation by Transtech on Pacific Boulevard Improvements

A Representative from the Office of the Los Angeles County 1st Supervisorial District – Hilda L. Solis will be Announcing the "Grand Opening" of the New Field Office

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9(d)(1)

   City of Huntington Park v. Practical Health Center dba Huntington Park's Finest & Shahen Karapetyan JCZ Partners, LLC.
   L.A.S.C. case number VC064349

   City of Huntington Park v. Olive Ridge, Inc., et al.
   L.A.S.C case number VC064633

2. PUBLIC EMPLOYEE EMPLOYMENT
   Government Code Section 54957(b)(1) -
   Title: City Manager

CLOSED SESSION (continued)

3. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
   City's Designated Representative(s) for Negotiations: John Ornelas, Interim City Manager and Edgar Cisneros, Assistant City Manager
   Employee Organization: General Employees Association (GEA)

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Government Code Section 54956.9(d)(2)
   Significant exposure to litigation – one matter

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held Monday, October 6, 2015

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated October 20, 2015

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY CLERK

3. Approve Ordinance, Authorizing Action Minutes to be the Format Used for the Official Record of the Proceedings of City Council and Advisory Board Meetings

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and introduce Ordinance No. 943-NS, Authorizing Action Minutes to be the Format Used for the Official Record of the Proceedings of City Council and Advisory Board Meetings; and

2. Schedule adoption of said ordinance for the November 3, 2015, City Council Meeting.

CITY COUNCIL

4. Council Appointment to Civil Service Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointment to the Civil Service Commission, consistent with the newly adopted provisions set forth in Resolution No. 2015-19.

5. Consideration of approval of appointment and approval of Employment Agreement for the position of City Manager.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Employment Agreement with Edgar Cisneros for the position of City Manager; and

2. Authorize the Mayor to execute the Employment Agreement.

COMMUNITY DEVELOPMENT

6. Approve Resolution Appropriating $215,000 of CalTrans Environmental Justice Transportation Planning Grant Funds for Costs Associated with the City's Complete Streets, Pedestrian and Bicycle Plan

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-42, appropriating $215,000 of Caltrans Environmental Justice Transportation Planning Grant Funds for costs associated with the City's Complete Streets, Pedestrian and Bicycle Plan; and

2. Authorize appropriation of $215,000 Fiscal Year 2015-16 Budget.

REGULAR AGENDA (continued)

FINANCE

7. Approve Second Amendment to Professional Services Agreement (PSA) with LAN WAN Enterprises Inc.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve second amendment to professional services agreement (the "Amended Agreement") with LAN WAN Enterprises Inc. ("LAN WAN") for the addition of network support and maintenance services for the Police Department;

2. Authorize the Interim City Manager to execute the Amended Agreement;

3. Authorize the Interim Finance Director to make an additional appropriation of $104,800 for services under the Amended Agreement; and

4. If approved, direct staff to issue RFP for IT services in July, 2015.

PARKS AND RECREATION

8. *Continued from 10-6-15*, **Approval of Expenditure for Holiday Decorations on Pacific Boulevard**

1. Authorize the use of City Art Funds budgeted in FY 2015/16 for the installation, removal, cleaning and storage of city-owned holiday decorations on Pacific Boulevard;

2. Review list of vendors and cost to provide installation, removal, cleaning and storage of city-owned holiday decorations; and

3. Authorize the Department of Parks and Recreation to use City Art Funds to solicit Dekra-Lite as a sole source provider for the installation, removal, cleaning and storage of city-owned holiday decorations and waive the formal bidding requirements, allowable under Huntington Park Municipal Code, section 2-2.12(i).

POLICE

9. Approval of Ordinance Amending Chapter 1 of Title 6 of the Huntington Park Municipal Code, Regarding Regulations of Dogs

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and introduce Ordinance No. 944-NS, Amending Ordinance No. 1394 NS and Repealing and Replacing Article 2. of Title 6, Chapter 1, Relating to Regulations of Dogs;

2. Schedule adoption of said ordinance for the November 3, 2015, City Council Meeting;

3. Amend the City Fee Schedule to include a reduced dog license fee for dog owners who provide proof of micro-chipping and micro-chipping registration; and

4. If approved, direct staff to prepare documents and proceed with a protocol for barking dogs and establish a permit process and appeal hearing procedure for dangerous dogs.

10. Approve Request for Purchase of One Police Department Investigations Division Unmarked Vehicle and Supplementary Equipment

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the request to purchase and equip one new Police Department Investigations Division unmarked vehicle from Glendora Dodge Chrysler Jeep Ram; and

2. Authorize the Chief of Police to purchase the vehicle and associated equipment.

11. Approve Release of 2014 Community Oriented Policing Services (COPS) Grant Funds

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve release of funding for the 2014 Community Oriented Policing Services Grant Program from the United States Department of Justice, Office of Community Oriented Policing Services; and

2. Authorize the Chief of Police to execute the release of the funds.

12. Authorization to Enter into an Interagency Memorandum of Understanding (MOU) with the Asian Pacific American Dispute Resolution Center (APADRC)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the MOU between the Asian Pacific American Dispute Resolution Center (APADRC) and the City of Huntington Park Police Department (HPPD); and

2. Authorize the Mayor and the Chief of Police to execute the MOU.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

Vice Mayor Graciela Ortiz

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular City Council Meeting on Tuesday, November 30, 2015, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov on the 15th of October, 2015.

Donna G. Schwartz, CMC, City Clerk

MINUTES
Adjourned Regular Meeting of the
City of Huntington Park City Council
Tuesday, October 6, 2015

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, October 6, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Grace Martinez, 11 Years Old, Lucille Roybal-Allard School

INVOCATION

The invocation was led by Mayor Macias

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a “Certificate of Recognition” to Grace Martinez for leading the Pledge of Allegiance.

Xochitl Murillo, Field Representative, from Assembly Member Miguel Santiago’s Office Providing a Legislative Update and Introduced New Field Representative David Juarez

Jan Mazyck, Interim Finance Director, City of Huntington Park, presented a PowerPoint on the Fiscal Year 2014-2015 General Fund Projected Year End Review.

Cosme Lozano, Chief of Police, City of Huntington Park, presented a PowerPoint on the Police Department’s Park Public Safety Program.

PUBLIC COMMENT

1. Linda Caraballo, acknowledged the policing of parks, commented on the authority level of police cadets and suggested to have more police officers patrol the parks, commented on the budget with regards to two administrative positions, contracts, warrants pertaining to legal fees, promises made during campaigning to decrease water rates and favoritism.

2. South East Community Alliance, congratulated the Police Department on the Park Public Safety Program, commented on Item 4 with regards to zoning and land uses and alcohol retailer sales to minors.

3. Jesse, congratulated new Council, congratulated the Police Department on the Park Public Safety Program, noted his curb had been painted red and can no longer park there and is requesting it be removed and closed with noting various curbs being painted and is unfair.

Interim City Manager stated that staff would discuss the issue with him.

4. Francisco Rivera, commented on Pacific Boulevard needing nice restaurants, thanked the Police Department for the Park Public Safety Program and acknowledged the Police Cadets and volunteers.

5. Edgar Gordillo, thanked Council for the Park Public Safety Program, thanked the Chief of Police for his involvement in the community, commented on the homeless at the parks and suggested creating a program to relocate them.

6. Jenny Rosales, thanked Council for all their work, Chief of Police for the Park Public Safety Program, noted people throwing trash by her home on Santa Fe Avenue, concerned with the charge for picking up items and the agenda not being in Spanish.

7. Carol Schlaepfer, acknowledged presentation by the Police Chief, commented on following the law, comments made by previous speakers that are attorneys, constitution, living in peace and harmony and requested the two appointments not be commissioners.

8. Nick Ioannidis, commented on campaign promises made by candidates, asked for participation in things for Americanism, spoke in opposition to the Mayor, noted his business was used as a campaign headquarters and recognized Immigration Day.

9. David Sanchez, commented on those that are against illegal immigrants, illegal activities, too many cars in the City and feels its due to over population. Mr. Sanchez spoke in opposition to the appointments and allowing illegal immigrants into the City.

10. Betty Retama, feels Huntington Park is a haven for criminal activity, commented on corruption in the City, spoke in opposition to the current Council, noted a bike lane on Randolph that is a disaster and having one way traffic.

11. Henry Garcia, complained about parking in the City, code enforcement, dogs being a problem and not having licenses, people not using their garages to park in and recommended tickets be given in residential areas.

12. Alex Reynoso, congratulated the Chief of Police and Parks & Recreation Director Espinosa on the Park Public Safety Program, commented on leadership, positions of the Interim and Assistant City Manager, thanked Council Member Amezquita for his support and spoke in opposition to the current Council.

13. Juliano Jarquin, invited the public to various events regarding Grants & Wellness, noted his appointment to the Health & Education Commission and October being breast cancer awareness month.

14. Chanell Temple, recognized Nick as a citizen, commented on the city's financial statement noting discrepancies and commented on nepotism.

15. Rosa Rodriguez, invited the public to the Second Annual Crochet Exposition at Salt Lake Park Community Center, thanked Parks &Recreation Director Espinosa for her support, thanked Council for the Combi Bus stop in front of the Senior Center and thanked the City for the Park Public Safety Program.

16. Arthur Sharper, asked that the two appointments be rescinded, council to step down, commented on illegal aliens, laws being broken and a forensic audit.

At 7:47 p.m. Mayor Macias called for a recess.

At 8:04 p.m. Mayor Macias reconvened the meeting with all Council Members present.

17. Augustine Brambila, 90255 Association, commented on financial aspects of the city, property being disposed, bankruptcy, Redevelopment Agency, bonds being issued over the years, Successor Agency, Huntington Park Public Finance Authority and commented on the two appointments.

18. Mark Mendlovita, commented on the two appointments, defying the law and feels city government does not have the roll to set immigration policies.

19. Valentin Amezquita, thanked those who were in attendance, commented on the appointment of two undocumented persons, RFP process, utility user fees, water fees and showed a sealed envelope with W2s in it with his information.

20. Sandra Orozco, commented on the City of Bell, undocumented immigrants, internal control with regards to contracts, commented on grants that can be obtained and opposed to Council.

21. Robin Hvidston, spoke in regards to the two appointments, commented on the order of removing a speaker and the Police Chiefs authority, the process of the Police when escorting a speaker out of the Chamber, illegal entry and lawlessness.

22. America First Latino, Raul Rodriguez, recognized various people, commented on the order made by the Mayor to remove a speaker that was out of order, commented on allowing people to speak a second time, and rights being violated.

23. DeAnn D'Lean, We the People Rising, acknowledged citizens that are legal and are eligible for the commissions and willing to sit on the commissions.

24. Rodolfo Cruz, commented on various issues that have happened in the City, questioned obligation payments, noted a fire hydrant in the City didn't have any water, drugs being sold in Keller Park, his trees not being trimmed, and services being cut to save money.

25. Betty Robinson, We the People Rising, spoke in opposition to the two appointments, acknowledged those who are also opposed and noted those who live in the City.

26. Wes Parker, commented on prayer, citizenship, illegal activities at the local parks illegal aliens, laws being broken and law and order in the Council Chambers.

STAFF RESPONSE

Interim City Manager Ornelas responded to the comment regarding the City's financial statement. Mr. Ornelas informed the speaker that they can go to the City Clerk's Office and submit a public records request. Mr. Ornelas responded to the comment regarding zoning and sale of alcohol. Mr. Ornelas stated it does not apply to sale of alcohol, it is a manufactured plan development zoning ordinance specifically applies to the planned development of the medical building currently being proposed and that the speaker can contact staff if he has a concern with a business selling alcohol.

Mayor Macias asked staff to follow-up with the speaker that commented on trash pickup. Interim City Manager stated staff will follow-up.

Council Member Amezquita reiterated the comment on red curb painting. Interim City Manager Ornelas stated staff has spoken to the speaker.

Mayor Macias noted the animal control comment. Chief of Police Lozano stated there are currently two full time animal control officers and will speak to the speaker.

Vice Mayor Ortiz noted the comment regarding homeless in the park. Chief of Police Lozano stated this issue is currently being discussed.

Chief of Police Lozano responded to the Police Cadets comment regarding their authority. Mr. Lozano stated the Police Cadets have the authority to enforce municipal law/ordinances.

Vice Mayor Ortiz noted the comment regarding tree trimming. Interim City Manager Ornelas forwarded the response to Assistant City Manager Cisneros who stated that the Council, at the last meeting, approved a tree trimming contract directing the contractor to trim all trees within four months, contract has been executed, and trimming will start soon.

Mayor Macias thanked staff for completing the Combi Bus stop in front of the Senior Center.

Vice Mayor Ortiz noted the appreciation by the residents and thanked staff for their efforts in completing the bus stop.

CLOSED SESSION

At 8:40 p.m. City Attorney Alvarez-Glasman recessed to closed session

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Government Code Section 54956.9 (d)(4)
   Consideration of initiation of litigation – one potential case

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Government Code Section 54956.9 (d)(2)
   Significant exposure to litigation – one potential case

3. PUBLIC EMPLOYEE RELEASE/DISMISSAL
   Government Code Section 54957
   Contractor: Rice, Englander & Associates

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Government Code Section 54956.8

Property Location:	6325 and 6613-6725 Rita Ave, Huntington Park, CA
APN#s:	6320-030-906 and 6322-017-901 through 910
Agency Negotiator:	John Ornelas, Edgar Cisneros, Manuel Acosta
Negotiating Parties:	Pacific Blvd. Holdings 26 LLC and Bentley Global
Under Negotiation:	Terms of payment and price

At 9:55 p.m. Mayor Macias reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT stopped at 3:54:33

City Attorney Alvarez-Glasman announced for Items 1& 2 direction was given, no action taken, Item 3 is under Consent Calendar where action will be taken. Item 4, direction was given and matter will be brought back at a future date for Council consideration

CONSENT CALENDAR

Mayor Macias requested minor changes to the Minutes.

Vice Mayor Ortiz questioned warrant items regarding purchase of water and inquired about the status of Well 15, AT&T and reiterated a request by Council regarding a Cell Phone Policy and Charter Communications and requested a copy. Ms. Ortiz questioned warrant item regarding LA River Program and funds paid to the City of Signal Hill.

Interim City Manager stated staff can bring back to Council an update of the water system, Wells 15 and 17, water rates and explained a draft cell phone policy has been reviewed and will be distributed soon. Mr. Ornelas acknowledged her request for a copy of Charter Communications contract.

Mayor Macias questioned invoices for legal services.

Interim Finance Director explained the legal services are for claims and general liability claims.

Vice Mayor Ortiz questioned warrant item regarding the Whitter Police Department Mutual Aid Car Maintenance.

Chief of Police Lozano explained that the Mutual Aid is an Agreement among various cities, which allows them to use a command vehicle for large scale events/operations.

Council Member Amezquita commented on questions on the Consent Calendar.

Vice Mayor Ortiz requested warrant item for City of Signal Hill be pulled at this time.

Motion: Council Member Sanabria motioned to approve Consent Calendar items with noted changes to minutes and pulling warrant item regarding City of Signal Hill, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

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

FINANCE

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

3. Approved termination of agreement with Rice, Englander & Associates, for Government Consulting and Advocacy Services and authorized the Interim City Manager to issue a Notice of Termination to the consultant.

COMMUNITY DEVELOPMENT

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

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

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

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the professional services agreement with MuniServices, LLC, for continued utility users tax consulting services for a period of three (3) years; and

2. Authorize the Interim City Manager to execute the professional service agreement.

Finance manager Annie Ruiz presented the item and introduced Julia Erdkamp, representative of MuniServices who explained the services they provide and have been providing to the City since 2003.

Council Member Amezquita questioned the number of cities that are requesting the collection of the users tax.

Ms. Erdkamp stated that 80% of California cities.

Mayor Macias clarified that the users tax is a tax that the user is already being taxed on.

Ms. Erdkamp reiterated and added that the users tax is a tax that the cities can either choose or not choose to collect.

Vice Mayor Ortiz clarified that this tax is not an additional tax.

Ms. Erdkamp confirmed that the user tax is not an additional tax it is a tax that cities in California can collect from prepaid phone users if they so choose.

Motion: Council Member Sanabria motioned to approve the professional services agreement with MuniServices, LLC, for continued utility users tax consulting services for a period of three (3) years and authorize the Interim City Manager to execute the professional service agreement, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

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

PUBLIC WORKS

6. Consideration and Approval of Agreement for Landscape Maintenance Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement for Landscape Maintenance Services for a base contract amount annually with a maximum of two 1-year extensions of term;

2. Authorize the Interim City Manager to execute the agreement; and

3. Encumber the remaining portion of the annual contract amount for FY 2015-2016 for the payment of Landscape Maintenance Services.

Interim City Manager Ornelas introduced the item stating that the agencies who submitted proposals were in attendance for Council to interview and then introduced City Engineer Michael Ackerman who gave a brief explanation of the RFP process and announced the three landscape maintenance services in order of presentations. 1. Bennett 2. Landcare 3. Parkwood.

Sean Bennett of Bennett Landscape presented a PowerPoint on the proposal that was submitted.

Vice Mayor Ortiz suggested Mr. Bennett make available the names of other agencies he provides landscape maintenance service to. Mr. Bennett named Sage Park, City of Rolling Hills, Palos Verdes Library District, West Basin, various HOAs, and Cal State Dominguez Hills.

Council Member Pineda questioned the number of part-time vs. full-time employees. Mr. Bennett stated he employs full-time employees but for this contract he would employ part-time as well. Mr. Pineda questioned how many full-time employees would be assigned to the City of Huntington Park if the contract was awarded to Bennett. Mr. Bennett stated he would employ 5 full-time and 2 part-time employees.

Henry Fox, Vice President of Landcare, presented a PowerPoint on the proposal that was submitted stating they have been a partner of the City since 2004, formerly known as Truegreen Landcare.

Council Member Pineda requested Mr. Fox name some of the projects they are responsible for, for the City of Huntington Park. Mr. Fox introduced Ralph???, Manager who stated that they are responsible for the parks, they have done pick-ups after events, power wash Pacific Boulevard, emergency calls for trees to name a few.

Council Member Sanabria questioned if picking up falling branches and trees would be part of the scope of work in this proposal. Mr. Fox stated picking up falling branches is part of the tree pruning and is not part of the contract.

Council Member Amezquita questioned if their design team applies for commercial design projects. Mr. Fox stated yes and that this free service is available to the clients. Mr. Amezquita reiterated this service being available to the City noting Pacific Boulevard. Mr. Fox stated yes. Mr. Amezquita questioned cost if this wasn't available. Mr. Fox stated typically $100 an hour but if part of contract, there is no additional cost to client.

Council Member Pineda questioned the number of employees that live in Huntington Park. Mr. Fox was uncertain but assured Council he would obtain the information.

David Stein of Parkwood Landscape Maintenance Services presented and distributed a packet to Council on the proposal that they submitted.

Council Member Pineda questioned number of employees that would be assigned to the City if contract was awarded. Mr. Stein stated 5 to 6 full-time employees. Mr. Pineda inquired if design maintenance is included in the FRP. Mr. Stein stated no.

Council Member Amezquita questioned who the low bidder was. Mr. Ackerman stated it was Bennett Landscape followed by Landcare and followed by Parkwood. Mr. Amezquita questioned the difference between the lowest bidders. Mr. Ackerman stated it was approximately $29,000. Mr. Amezquita questioned if staff was able to obtain cost for design if not included in contract. Mr. Ackerman stated not at this time but will look into and bring back the information.

Council Member Pineda made a motion to require Bennet Landscape to have 9 employees opposed to 7 employees.

Interim City Manager clarified Vice Mayor Ortiz request to amend contract with no automatic renewal but to come back to Council each year.

Mr. Bennett informed Council that his number of employees he stated didn't include administration and water irrigation crew.

Motion: Vice Mayor Ortiz moved to approve agreement with Bennett Landscape for Landscape Maintenance Services for one year, with noted changes to amend contract with no automatic renewal but to come back to Council each year, authorized the Interim City Manager to execute the agreement and encumber the remaining portion of the annual contract amount for Fiscal Year 2015-2016 for the payment of Landscape Maintenance Services, seconded by Council Member Sanabria. Motion passed 4-0-1 by the following vote:

ROLL CALL:

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

CITY CLERK

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

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review a report on minutes formats for City Council and advisory board meetings;

2. Direct staff to prepare an ordinance, authorizing Action Minutes to be the format used for the official record of the proceedings of City Council and advisory board meetings; and

3. Schedule first reading and introduction of said ordinance for the October 20, 2015, City Council Meeting.

Assistant City Manager Cisneros introduced the item.

Mayor Macias questioned the recommendation being for City Council and all Commissions. Assistant City Manager Cisneros stated yes.

Vice Mayor Ortiz clarified public comment remaining a summary and action items to be action minutes. Assistant City Manager Cisneros spoke in regards to staff recommendations noting public comment possibly being a short summary versus a lengthy summary due to length of meetings. Mr. Cisneros mentioned that the recordings for the City Council meetings would be available to the public for a minimum of four years but that it is at Councils discretion.

City Clerk Schwartz recommended summary for public comment and action for the action items.

Council Member Sanabria agrees and feels public comment is important to the community and would like summary for public comment.

Mayor Macias also agrees for action minutes for action items and summary for public comment.

City Clerk Schwartz also added that direction from Council would be noted in the minutes.

Vice Mayor Ortiz asked for clarification of action minutes. Assistant City Manager Cisneros stated public comment will stay summary and action format for action minutes.

Mayor Macias recommended the format presented by Vice Mayor Ortiz.

Motion: Council Member Sanabria motioned to approve action minutes with summary for the public comment portion and action for all other items and directed staff to prepare ordinance authorizing action minutes to be the format used for the official record of the proceeding of city council and advisory board meetings and schedule the first reading and introduction of said ordinance for the October 20, 2015, City Council Meeting, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

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

CITY COUNCIL

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

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

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

Assistant City Manager Cisneros introduced the item.

Council proceeded with the appointments as follows:

Civil Service Commission (3 vacancies)

Mayor Macias – No appointment at this time.

Council Member Pineda appointed Manuel Morado to a four year term ending March 2019.

Council Member Amezquita appointed Betty Retama to a two year term ending March 2017.

Historic Preservation Commission (2 vacancies)

Mayor Macias appointed Guillermo Flores to a two year term ending March 2017.

Council Member Pineda appointed Michael Cervantes to a four year term ending March 2019.

Youth Commission (2 vacancies)

Council Member Amezquita – No appointments at this time.

Council Member Amezquita commented on the age group he will be appointing from.

Assistant City Manager Cisneros stated there is a cap on age groups.

City Clerk Schwartz clarified the membership by reading resolutions that established the Youth Commission and age group and then read resolution that amended the appointment process but not the membership/age group.

Council Member Sanabria recommends to table the discussion of the Youth Commission until Council receives clarification from Staff.

Interim City Manager Ornelas reiterated the resolutions.

Council Member Sanabria again recommended to table.

City Clerk recommended Council direct staff to bring back for discussion.

Council concurred.

9. Discussion and/or Action of Additional City Commissions

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review and discuss additional city commissions.

Assistant City Manager Cisneros introduced the item.

Council Member Amezquita noted he had asked for discussion and recommended that further research be taken and brought back. He then touched on the various commissions he had suggested and his interest in community development for redevelopment in the city and then recommended to bring it back at a future date.

Mayor Macias recognized the staff time that would be involved, less administration to dedicate the time, the current commissions that have been established and the involvement time by staff and council.

Council Member Pineda agrees and acknowledged the staff time that would be involved

Council Member Sanabria commented on Council Member Amezquita's request for additional commissions and understands his concern for community involvement for redevelopment in the city but feels that with the establishment of the current commission wouldn't allow time for additional.

Council Member Amezquita would like the item brought back for discussion at a later date.

Mayor Macias acknowledged his support and suggested involving the undocumented population.

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

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

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

Interim City Manager Ornelas introduced the item.

Motion: Vice Mayor Ortiz motioned to adopt Resolution No. 2015-41, Supporting the Completion of the 710 Freeway (Freeway Tunnel Alternative), seconded by Council Member Sanabria. Motion passed by the following vote:

ROLL CALL:

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

PARKS AND RECREATION

11. Approval of Expenditure for Holiday Decorations on Pacific Boulevard

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the use of Art in Public Places funds budgeted in FY 2015/16;

2. Authorize Parks and Recreation to sole source the installation and waive the formal bidding requirements of issuing this Purchase Order in compliance with Huntington Park Municipal Code, section 2-2.12(i), for the removal, cleaning and storage of Holiday Decoration on Pacific Boulevard from Dekra-Lite using account #232-6010-419.73-10 in the amount $17,535.00; and

3. Authorize staff to request a Purchase Order for Dekra-Lite in the Amount of $17,535.00.

Parks & Recreating Director Espinosa presented the item.

Vice Mayor Ortiz commented on not having all the information to allow for informative decisions and the cost recommended for the removal, cleaning and storage of the decorations. Ms. Ortiz questioned if local businesses were approached.

Parks & Recreation Director Espinosa stated that the local businesses do not provide storage, cleaning or refurbish.

Vice Mayor Ortiz noted that previously the Chamber would put up the decorations and that the Public Works Department would them down and store them and asked if this was considered.

Ms. Espinosa stated that the Public Works Department could take them down but couldn't store, supply or refurbish the decorations. She noted the decorations are expensive and if not stored properly they will not last long. Ms. Espinosa stated she has contacted other companies but the level of service depends on what is needed.

Vice Mayor Ortiz questioned if City staff could store the decorations.

City Engineer Ackerman stated currently city vehicles are being salvaged which would leave room to possibly store the decoration and Landcare would also be clearing out some space.

Vice Mayor Ortiz feels the amount requested is a lot each year and would like the city to be more creative. She noted the information that should be available to Council.

Council Member Amezquita questioned if space can be located and likes the idea of the Public Works Department possibly assisting in installing the decorations.

Mayor Macias feels the Public Works Department shouldn't participate in the installation.

Council Member Sanabria questioned if the decorations are city property and what questioned the cost.

Parks & Recreation Director Espinosa stated the city owns the property and that the cost would be an annual cost to put up, take down, refurbish and store the decorations.

Council Member Pineda asked if any of the Arts funds can be used for overtime.

Interim City manager Ornelas stated this can be looked into. He explained there is a lot of factors of purchasing and storing the decorations and suggested coming back to council with more detail and information.

Mayor Macias agrees and to bring back different options of storing the decorations.

Council Member Amezquita questioned the timing involved.

Ms. Espinosa stated that these types of companies schedule their dates and times for installation of the decorations and stated she would bring back info at the next City Council meeting.

Mayor Macias suggested the Chamber be contacted in regards to submitting their information on time for their holiday events. Ms. Espinosa stated she has been in contact with the Chamber.

Vice Mayor Ortiz suggested bringing these types of items sooner and to bring back more information so that Council can make a more informative decision.

Motion: Vice Mayor Ortiz moved to table item to next City Council Meeting, seconded by Council Member Sanabria.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita, commented on a rededication of Keller Park and recommended seeking funds to add a botanical garden or a fountain. Mr. Amezquita reiterated his suggestion of additional commissions, suggested reaching out to Porto's Bakery to seek their interest in the vendor location at Keller Park and thanked staff.

Council Member Jhonny Pineda, noted he met with representatives in San Jose from the Restaurant Association and suggested hosting a small business forum and inviting the association and thanked all those who attended tonight's Council meeting.

Council Member Marilyn Sanabria, voiced excitement for the Police Department's Park Public Safety Program, invited everyone to the "Haunt"ington Park Halloween Festival on October 31, 2015, thanked everyone for attending tonight's Council meeting and thanked staff for all their support.

Vice Mayor Graciela Ortiz, announced Mayor Macias and herself attended a dedication of a fountain in honor of Mr. Leyson who was a Teacher at Huntington Park High School and the Women's Club of Huntington Parks 3rd Annual "Breaking the Silence" of Domestic Violence and Sexual Assault Awareness Symposium on October 10, 2015 at Salt Lake Park Community Center.

Mayor Karina Macias, thanked staff for all their support and reiterated the attendance of Vice Mayor Ortiz and herself to the dedication of the fountain in honor of Mr. Leyson. Mayor. Macias thanked Vice Mayor Ortiz for her dedication and support to the students and reminded the public of the E-waste event on October 10, 2015, from 9 to 3 p.m. at the Public Works yard.

ADJOURNMENT

At 11:25 p.m. Mayor Macias adjourned the City of Huntington Park City Council Meeting in memory of Officer Robert Keller, to a Regular City Council Meeting on Tuesday, October 20, 2015, at 6:00 P.M.

Respectfully submitted,

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Donna G. Schwartz, CMC, City Clerk

CITY OF HUNTINGTON PARK
DEMAND REGISTER
10-20-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
AAA ELECTRICAL SUPPLY INC	108731-00	111-7020-421.43-10	POLICE BUILDING LAMPS	607.30	N
	108713-00	111-8022-419.43-10	CITY HALL LAMPS	594.36	N
	108819-00	111-8022-419.43-10	CITY HALL LAMPS	189.92	N
	108745-00	111-8022-419.43-10	CITY HALL LAMPS	179.72	N
	108746-00	111-6022-451.43-10	SECURITY LIGHT LAMPS	139.89	N
				1,711.19	
AARON CRUZ	55087/55216	111-6060-466.33-20	INSTRUCTOR-FOLKLORICO INT	105.60	N
	55087/55095	111-6060-466.33-20	INSTRUCTOR-FOLKLORICO INT	79.20	N
	55011/55232	111-6060-466.33-20	INSTRUCTOR-FOLKLORICO BEG	79.20	N
	55208/55212	111-6060-466.33-20	INSTRUCTOR-FOLKLORICO BEG	158.40	N
				422.40	
ADOLFO PACHECO	54809/55253	111-6060-466.33-20	KARATE INSTRUCTOR	334.40	N
				334.40	
ADVANCE RADIATOR & AIR CONDITIONING	26909	741-8060-431.43-20	TRACTOR RADIATOR REPAIR	113.00	N
	26854	741-8060-431.43-20	TRACTOR RADIATOR REPAIR	88.00	N
				201.00	
AFSCME COUNCIL 36	PPE 10-11-15	802-0000-217.60-10	EMPLOYEE AFSCME DUES	664.20	Y
				664.20	
ALAN'S LAWN AND GARDEN CENTER, INC.	564924	535-6090-452.61-20	CHAIN SAW/GAS CAN	893.40	N
				893.40	
ALL CITY MANAGEMENT SERVICES	40096	111-7022-421.56-41	CROSSING GUARD SERVICES	5,470.55	N
	40365	111-7022-421.56-41	SCHOOL CROSSING SERVICES	5,035.07	N
				10,505.62	
ALVAKA NETWORKS	154665	111-7010-421.56-41	NETWORK MANAGEMENT	5,289.00	N
	154760NP	111-7010-421.56-41	NETWORK MANAGEMENT	8,236.25	N
	154742SA	111-7010-421.56-41	NETWORK MANAGEMENT	1,620.00	N
	154641	111-7010-421.56-41	NETWORK MANAGEMENT	1,220.00	N
				16,365.25	
ALVAREZ-GLASMAN & COLVIN	2015-08-14623	111-0220-411.32-70	LEGAL SRVCS-JULY/AUG 2015	77,911.62	N
				77,911.62	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
10-20-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
AMERICAN EXPRESS	19854134	111-3010-415.59-15	TRAINING SERVICES	990.00	Y
	21405731	111-3010-415.59-15	WALL STREET JOURNAL	107.11	Y
	00194166	111-3010-415.61-20	BUDGET MEETING LUNCH	97.95	Y
	SRSF22	275-9750-465.75-50	MEETING LUNCH	42.75	Y
	01676794034090	111-3010-415.59-15	AIR TRAVEL FOR CONFERENCE	463.20	Y
	7954588	111-3010-415.59-15	HARVARD BUSINESS	99.00	Y
	21700034	111-3010-415.61-20	DEPARTMENT HEAD LUNCH	51.20	Y
	21700034	111-0210-413.61-20	DEPARTMENT HEAD LUNCH	34.12	Y
	21700034	111-1010-411.61-20	DEPARTMENT HEAD LUNCH	17.06	Y
	21700034	111-5010-419.61-20	DEPARTMENT HEAD LUNCH	17.06	Y
	21700034	111-0230-413.61-20	DEPARTMENT HEAD LUNCH	17.06	Y
	21700034	111-8020-431.61-20	DEPARTMENT HEAD LUNCH	34.12	Y
	21700034	111-6010-451.61-20	DEPARTMENT HEAD LUNCH	34.12	Y
	21700034	111-7010-421.61-20	DEPARTMENT HEAD LUNCH	17.06	Y
	19367	111-9010-419.61-20	BINDING MATERIALS	111.00	Y
	14310492	111-3010-415.59-15	LA TIMES SUBSCRIPTION	104.00	Y
	76493373	111-3010-415.59-15	SOFTWARE SUBSCRIPTION	29.00	Y
	T_E7U4ECM31	226-9010-419.74-10	HP LAPTOP	559.89	Y
	24545724	111-0110-411.61-20	CITY COUNCIL CERTIFICATES	119.80	Y
	10791200925	111-0110-411.66-05	CITY COUNCIL DINNER	20.50	Y
	898000097	111-0110-411.66-05	CITY COUNCIL DINNER	91.71	Y
	47660096	111-0110-411.66-05	CREDIT	-21.08	Y
	L6E0IUX1KN1	111-0110-411.61-20	OFFICE SUPPLIES	40.95	Y
	0007168	111-0110-411.66-05	CITY COUNCIL DINNER	118.48	Y
	27921380637305	239-5060-463.59-15	CONFERENCE FLIGHT-C. LUIS	96.20	Y
	18475422	111-6010-451.59-15	GRANT WRITING WORKSHOP	595.00	Y
	19848006	111-6010-451.59-15	EXCEL TRAINING WORKSHOP	495.00	Y
	D67JF1GXFYF	111-6040-451.61-35	FIRST AID KIT FOR PROGRAM	137.79	Y
	01139976	111-6020-451.61-35	HALLOWEEN MOVIE EQUIP	234.50	Y
	0900886	111-7010-421.61-20	SHELL OIL	40.01	Y
	500353	111-7010-421.61-20	BUSINESS LUNCH	40.97	Y
	SQTO4D	252-7010-421.64-00	COFFEE FOR MEETING	27.90	Y
	902197060	252-7010-421.64-00	FOOD FOR MEETING	26.97	Y
	001018370	111-7010-421.59-15	MEMBERSHIP FEES	3,065.00	Y

CITY OF HUNTINGTON PARK
DEMAND REGISTER
10-20-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
AMERICAN EXPRESS	23933371	111-7010-421.59-20	DEFENDING COPS TRAINING	300.00	Y
	26407911	111-7010-421.59-15	POLICE RECORDS TRAINING	375.00	Y
	74275395269	111-7010-421.59-20	CPOA TRAINING	220.00	Y
				8,850.40	
AMERICAN FAMILY LIFE ASSURANCE	PPE 10-11-15	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				106.58	
AMERICAN TRANSPORTATION SYSTEMS	52807	219-0250-431.57-70	TRANSPORTATION SRVCS	1,167.98	N
				1,167.98	
ANGELA CORNEJO	10/07/2015	111-6020-451.61-35	HALLOWEEN DECORATIONS	7.97	N
	1009493	111-6020-451.61-35	HALLOWEEN DECORATIONS	100.74	N
				108.71	
ANITA ARIAS	52028/54747	111-0000-228.20-00	DEPOSIT REFUND	500.00	N
				500.00	
AP SIGN SHOP	092101	231-7060-421.61-20	PARKING VEHICLE DECALS	1,526.00	N
				1,526.00	
APW KNOX SEEMAN WAREHOUSE, INC.	160871	741-8060-431.43-20	CREDIT	-38.15	N
	6740623	741-8060-431.43-20	PARTS FOR UNIT#962	54.86	N
	6749270	741-8060-431.43-20	PARTS FOR UNIT#962	35.89	N
	6661532	741-8060-431.43-20	PARTS FOR UNIT#138	56.92	N
	6642677	741-8060-431.43-20	PARTS FOR UNIT#900	69.85	N
	6641221	741-8060-431.43-20	PARTS FOR UNIT#905	29.29	N
	6740625	741-8060-431.43-20	PARTS FOR UNIT#962	163.00	N
				371.66	
ARACELI GUERRERO	3168327	111-0000-351.10-10	CITATION REFUND	47.50	N
				47.50	
ARMANDO GUZMAN	8671-13086	681-0000-228.70-00	DEPOSIT REFUND	20.00	N
				20.00	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
10-20-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
ARROYO BACKGROUND INVESTIGATIONS	723	111-7010-421.56-41	POST BACKGROUND INVESTIGATION	800.00	N
	716	111-7010-421.56-41	POST BACKGROUND INVESTIGATION	800.00	N
				1,600.00	
AT&T	8/20/15-9/19/15	111-7010-421.53-10	ACCT# 3362562901905	20.96	N
				20.96	
AT&T MOBILITY	832433777X09142	111-6010-419.53-10	ACCT# 832433777	87.53	N
	832433777X09142	111-6010-419.53-10	ACCT# 832433777	30.52	N
				118.05	
AT&T PAYMENT CENTER	8/28/15-9/27/15	111-7010-421.53-10	ACCT# 323 583-9713 349 1	297.01	N
				297.01	
AY NURSERY INC.	0087946	535-6090-452.61-20	PARKWAY STREET TREES	138.24	N
				138.24	
BENEFIT ADMINISTRATION CORPORATION	6026210-IN	111-0230-413.56-41	ADMIN FEES- AUGUST 2015	50.00	N
	6026252-IN	111-0230-413.56-41	ADMIN FEES- SEPT 2015	50.00	N
				100.00	
BENJAMIN E. VELASCO	32128423	111-0000-351.10-10	CITATION OVERPAYMENT	47.50	N
				47.50	
BOBCAT OF CERRITOS, INC.	P18549	741-8060-431.43-20	REPAIR SEALS FOR TRACTOR	44.01	N
				44.01	
CALIF PUBLIC EMPLOYEES RETIREMENT	100000014607613	111-7010-421.24-50	UNFUNDED LIABILITY	83,930.00	N
	PPE 09-27-2015	802-0000-217.30-10	RETIREMENT BENEFIT	33,404.76	N
	PPE 09-27-2015	802-0000-218.10-10	RETIREMENT BENEFIT	29,904.81	N
	PPE 09-27-2015	802-0000-218.10-10	RETIREMENT BENEFIT	41,243.63	N
				188,483.20	
CALIFORNIA NARCOTIC OFFICERS ASSOC	20996	111-7010-421.59-20	ANNUAL CNOA CONFERENCE	1,590.00	N
				1,590.00	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
10-20-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
CARD INTEGRATORS	0085354-IN	111-7010-421.61-20	ID CARD MAINTENANCE	178.50	N
				178.50	
CARLA SALAZAR	51902/55466	111-0000-228.20-00	UTILITY DEPOSIT REFUND	250.00	N
				250.00	
CARLOS ARIAS	17169-1718	681-0000-228.70-00	FINAL WATER BILL REFUND	59.64	N
				59.64	
CARLOS GOMEZ	9/15/15-9/16/15	111-3010-415.59-15	PER DIEM	30.00	N
	9/15/15-9/16/15	111-3010-415.59-15	MILEAGE REIMBURSEMENT	28.06	N
				58.06	
CCAP AUTO LEASE LTD	NOV 2015	226-9010-419.74-10	ACCT# 8663327	223.72	N
	NOV 2015	226-9010-419.74-10	ACCT# 8242957	223.72	N
				447.44	
CHAMPION CJD	442862	741-8060-431.43-20	PARTS FOR UNIT#957	9.98	N
	442900	741-8060-431.43-20	PARTS FOR UNIT#957	49.22	N
	442521	741-8060-431.43-20	PARTS FOR UNIT#957	150.86	N
				210.06	
CHARTER COMMUNICATIONS	10/01-10/31/15	111-9010-419.53-10	ACCT# 8245 10 007 0019175	11.68	N
	10/1-10/30/15	121-7040-421.56-14	CABLE SERVICES	128.37	N
				140.05	
CINTIA VALENCIA	54858/55174	111-6060-466.33-20	SEWING INSTRUCTOR	182.40	N
				182.40	
CITY OF HUNTINGTON PARK - STANDARD	PPE 10-11-15	802-0000-217.50-70	LIFE INSURANCE DEDUCTION	791.23	N
				791.23	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 10-11-15	802-0000-217.30-30	MEDICARE 125 DEDUCTION	424.00	Y
				424.00	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
10-20-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
CITY OF HUNTINGTON PARK GEA	PPE 10-11-15	802-0000-217.60-10	EMPLOYEE GEA DUES	143.80	Y
				143.80	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 10-11-15	802-0000-217.60-50	EMPLOYEE DEDUCTION	133.82	N
				133.82	
CLIFFORD LOHNER	13138	111-7010-421.59-15	PARKING-CATO TRAINING	8.00	N
	14589	111-7010-421.59-15	PARKING-CATO TRAINING	8.00	N
	13511	111-7010-421.59-15	PARKING-CATO TRAINING	8.00	N
	13731	111-7010-421.59-15	PARKING-CATO TRAINING	8.00	N
	13826	111-7010-421.59-15	PARKING-CATO TRAINING	8.00	N
				40.00	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 10-11-15	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,575.32	Y
				1,575.32	
COMSERCO, INC.	73210	741-8060-431.56-41	MAINTENANCE-10/1-10/31/15	140.00	N
				140.00	
D&V SPORTS	4140	111-6040-451.61-35	SPRING SOFTBALL AWARDS	400.00	N
				400.00	
DE LAGE LANDEN	47351866	111-0110-411.43-05	ADMIN COPIER LEASE	64.05	N
	47351866	111-0210-413.43-05	ADMIN COPIER LEASE	64.05	N
				128.10	
DEPARTMENT OF ANIMAL CARE & CONTROL	08/15/2015	111-7065-441.56-41	ANIMAL HOUSING -JULY 2015	10,811.39	N
	09/15/2015	111-7065-441.56-41	ANIMAL HOUSING -AUG 2015	9,797.44	N
				20,608.83	
DISH NETWORK	10/12-11/11/15	111-7022-421.44-10	MONTHLY TV SRVCS-PD	57.08	N
				57.08	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
10-20-15

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
DONALD BRABANT	1493-21390	681-0000-228.70-00	WATER DEPOSIT REFUND	80.00	N
				80.00	
DORA M. CARDOSO	6267-2522	681-0000-228.70-00	FINAL WATER BILL REFUND	11.41	N
				11.41	
DULCE MARIA CHAVEZ	54634/55244	111-6060-466.33-20	KINDER BALLET INSTRUCTOR	577.60	N
	54634/54960	111-6060-466.33-20	PRE BALLET INSTRUCTOR	456.00	N
	55011/55396	111-6060-466.33-20	INT BALLET INSTRUCTOR	304.00	N
	54642/55405	111-6060-466.33-20	BEG BALLET INSTRUCTOR	516.80	N
				1,854.40	
DUNCAN PARKING TECHNOLOGIES	DPT023487	231-7060-421.61-20	LIBERTY METER AUTOTRAX	391.00	N
				391.00	
ENVIRONMENTAL SERVICES COMPANY	2015-142	741-8060-431.43-20	HAZARDOUS WASTE REMOVAL	1,289.00	N
				1,289.00	
ERGOGENESIS WORKPLACE SOLUTIONS	448844	111-7022-421.61-24	OFFICE CHAIRS	3,538.48	N
				3,538.48	
ERIC AVELAR	54906/55506	111-0000-228.20-00	DEPOSIT REFUND	500.00	N
				500.00	
ESTEFANIA ZAMORA	10/08/2015	111-6020-451.61-35	HALLOWEEN DECORATIONS	7.63	N
	538474	111-6020-451.61-35	HALLOWEEN DECORATIONS	16.35	N
	679974	111-6020-451.61-35	HALLOWEEN DECORATIONS	19.62	N
				43.60	
ESTELA RAMIREZ	55091/55442	111-6060-466.33-20	AEROBICS INSTRUCTOR	104.00	N
	54921/55354	111-6060-466.33-20	AEROBICS BODY INSTRUCTOR	374.40	N
				478.40	
EWING IRRIGATION PRODUCTS, INC.	452862	535-6090-452.61-20	IRRIGATION FITTINGS	890.48	N
	452861	535-6090-452.61-20	LODGE POLES-CINCH TIES	633.13	N
				1,523.61	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
F&A FEDERAL CREDIT UNION	PPE 10-11-15	802-0000-217.60-40	EMPLOYEE DEDUCTION	15,156.50	Y
				15,156.50	
FAIR HOUSING FOUNDATION	JULY 2015	239-5060-463.56-41	CITY HOUSING COUNSELING	713.27	N
	AUGUST 2015	239-5060-463.56-41	CITY HOUSING COUNSELING	775.53	N
				1,488.80	
FEDEX	5-179-35046	111-3010-415.61-20	ACCT# 6865-1416-1	50.24	N
				50.24	
GALLS	BC0191685	111-7010-421.61-20	UNIFORMS	8.16	N
				8.16	
GARDA CL WEST, INC.	10145547	111-9010-419.33-10	ARMORED TRANSPORTATION	636.65	N
				636.65	
GEOSYNTEC CONSULTANTS, INC.	1415264	249-5098-463.56-41	ENVIRONMENTAL ENGINEERING	1,928.68	N
	1415591	249-5098-463.56-41	PROJECT REIMBURSABLES	18,916.87	N
	1415611	249-5098-463.56-41	SOUTHLAND STEEL CLEANUP	62,941.21	N
				83,786.76	
GERALD M. CHAVARRIA	55205/55399	111-6060-466.33-20	FIRST AID/CPR INSTRUCTOR	424.00	N
				424.00	
GG-ONE SOFTWARE INC	2353	111-1010-411.56-41	FASTRACK SOFTWARE SUPPORT	540.00	N
				540.00	
GOVERNMENT FINANCE OFFICERS ASSN.	0152005	111-3010-415.59-15	GFOA MEMBERSHIP RENEWAL	745.00	N
	11/5/15	111-3010-415.59-15	GFOA TRAINING-GAAP UPDATE	135.00	N
	11/5/15	111-3010-415.59-15	GFOA TRAINING-GAAP UPDATE	180.00	N
				1,060.00	
GRAFFITI PROTECTIVE COATINGS INC.	1005-0715	111-8095-431.56-75	GRAFFITI REMOVAL-JULY 15	20,187.76	N
	1005-0715	239-8095-431.56-75	GRAFFITI REMOVAL-JULY 15	5,000.00	N
	1005-0815	111-8095-431.56-75	GRAFFITI REMOVAL- AUG 15	20,187.76	N

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GRAFFITI PROTECTIVE COATINGS INC.	1005-0815	239-8095-431.56-75	GRAFFITI REMOVAL- AUG 15	5,000.00	N
	2205-0715	111-8095-431.56-75	GRAFFITI REMOVAL-JULY 15	6,175.00	N
	2205-0815	111-8095-431.56-75	GRAFFITI REMOVAL-AUG 15	6,175.00	N
	3326-0715	220-8070-431.56-41	BUS STOP MAINTENANCE	6,151.86	N
	3326-0815	220-8070-431.56-41	BUS STOP MAINTENANCE	6,151.86	N
				75,029.24	
HERNANDEZ SIGNS, INC.	1747	741-8060-431.43-20	CITY BUS VINYL STICKERS	245.25	N
	1731	111-8022-419.43-10	COUNCIL MEETING SIGNS	174.40	N
				419.65	
HF&H CONSULTANTS, LLC	9713532	112-8026-431.32-70	CONSULTING SRVCS-AUG 2015	1,070.23	N
				1,070.23	
HONORIA ARANDA	53310/55467	111-0000-228.20-00	DEPOSIT REFUND-HPCC	500.00	N
				500.00	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 10-11-15	802-0000-217.60-10	EMPLOYEE ASSOCIATION DUES	50.00	Y
				50.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 10-11-15	802-0000-217.60-10	EMPLOYEE ASSOCIATION DUES	4,126.21	Y
				4,126.21	
HYUNDAI MOTOR FINANCE	10/01/2015	111-0210-413.15-50	DISPOSITION FEE-CM'S CAR	6,372.41	Y
				6,372.41	
IBE DIGITAL	35887A	111-1010-411.61-20	KONICA COPIER TONER	13.08	N
	35136A	111-1010-411.61-20	KONICA COPIER TONER	13.08	N
	35137A	111-1010-411.61-20	KONICA COPIER TONER	13.08	N
	35367A	111-1010-411.61-20	KONICA COPIER TONER	13.08	N
	35456A	111-1010-411.61-20	KONICA COPIER TONER	13.08	N
				65.40	
IMPACT TIRE SERVICE	5237	741-8060-431.43-20	FLAT TIRE REPAIR UNIT#960	25.00	N
				25.00	

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INNOVATIVE CONSTRUCTION SOLUTIONS	14-2137-05	249-5098-463.56-41	SOUTHLAND STEEL CLEANUP	43,607.84	N
				43,607.84	
INT'L INSTITUTE OF MUNICIPAL CLERKS	30109	111-1010-411.59-15	2016 ANNUAL MEMBERSHIP	195.00	N
	30110	111-1010-411.59-15	2016 ANNUAL MEMBERSHIP	95.00	N
				290.00	
INTER VALLEY POOL SUPPLY, INC	80437	681-8030-461.41-00	UNIT CHLORINE FOR WELL 16	243.68	N
	80186	681-8030-461.41-00	UNIT CHLORINE FOR WELL 18	243.27	N
	80185	681-8030-461.41-00	UNIT CHLORINE FOR WELL 16	246.02	N
	80438	681-8030-461.41-00	UNIT CHLORINE FOR WELL 18	241.62	N
				974.59	
JANICE MAZYCK	4440002757	111-3010-415.59-15	REIMBURSEMENT	5.98	N
	153529-23050	111-3010-415.59-15	AIRPORT PARKING	60.00	N
	10/5/15	111-3010-415.59-15	PER DIEM	48.79	N
	09/30/15	111-3010-415.59-15	MILEAGE REIMBURSEMENT	11.21	N
	10/1/15	111-3010-415.59-15	TRANSPORTATION	36.74	N
				162.72	
JDS TANK TESTING & REPAIR INC	7896	741-8060-431.43-20	MONTHLY OPERATOR-SEPT 15	135.00	N
				135.00	
JESSICA MADRID	19967-1240	681-0000-228.70-00	FINAL BILL REFUND	9.07	N
				9.07	
JESSICA PEREZ	762775	111-6010-451.61-20	OFFICE SUPPLIES	17.97	N
	21	111-6010-451.61-20	GRANT WORKSHOP PARKING	14.00	N
				31.97	
JHONNY PINEDA	10/01/15	111-0110-411.58-22	LEAGUE OF CA CITIES LUNCH	40.00	N
	09/29/15	111-0110-411.58-22	TAXI TRANSPORTATION	20.00	N
	10/02/15	111-0110-411.58-22	TAXI TRANSPORTATION	17.60	N
				77.60	

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JORGE A. AVILA	3180242	111-0000-351.10-10	CITATION OVERPAYMENT	50.00	N
				50.00	
JOSE M GARCIA	20943-10902	681-0000-228.70-00	CREDIT BALANCE REFUND	200.00	N
				200.00	
JUAN PORRAS	11/21-11/24/15	111-7010-421.59-20	LODGING- J. PORRAS	768.57	N
	11/21-11/24/15	111-7010-421.59-20	PER DIEM	250.00	N
				1,018.57	
JUAN RODARTE	46067/55464	111-0000-228.20-00	DEPOSIT REFUND	60.00	N
				60.00	
KAREN K. TRUONG	11/2/15-11/6/15	111-7010-421.59-15	PER DIEM	140.00	N
				140.00	
LAC+USC MEDICAL CENTER	8010	111-7030-421.56-16	SART EXAMS	1,460.00	N
				1,460.00	
LACMTA	800061707	219-0250-431.58-50	SENIOR PASSES- AUG 2015	4,260.00	N
				4,260.00	
LAN WAN ENTERPRISE, INC	53315	111-7010-421.56-41	IT SRVCS 8/6/15-8/20/15	20,880.00	N
	53434	111-7010-421.56-41	IT SRVCS 8/21/15-9/1/15	17,520.00	N
	53504	111-8010-431.43-05	WINDOW 10 PRO	169.11	N
	53525	111-9010-419.43-15	IT MAINTENANCE-OCT 2015	7,000.00	N
	53421	111-7010-421.56-41	IT SERVICES	4,327.68	N
	53617	111-9010-419.43-15	WIRELESS ANTENNA DEVICES	24,000.00	N
				73,896.79	
LEAGUE OF CALIFORNIA CITIES	12/2/15-12/4/15	111-1010-411.59-15	TRAINING-Y. GOMEZ	450.00	N
	12/2/15-12/4/15	111-1010-411.59-15	TRAINING-D. SCHWARTZ	450.00	N
				900.00	

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LGP EQUIPMENT RENTALS INC	35719	111-8010-431.61-21	CONCRETE/TRAILER RENTAL	736.24	N
	35417	535-8016-431.73-10	BOOMLIFT RENTAL	4,136.80	N
				4,873.04	
LIDIA LEGAZPI	55000/55465	111-0000-347.50-00	ZUMBA KIDS CLASS REFUND	30.00	N
				30.00	
LIVING TRUST AGREEMENT OF	19855-5190	681-0000-228.70-00	FINAL BILL REFUND	167.40	N
				167.40	
LORRAINE MENDEZ & ASSOCIATES, LLC	0208	239-5060-463.56-41	LEGAL SRVCS-SEPT 2015	13,006.18	N
	0208	239-5070-463.56-41	LEGAL SRVCS-SEPT 2015	420.00	N
	0208	242-5060-463.56-41	LEGAL SRVCS-SEPT 2015	1,460.00	N
	0209	242-5098-463.56-41	LEGAL SRVCS-SEPT 2015	660.00	N
				15,546.18	
LOS ANGELES TIMES	10/28-11/10/15	111-0110-411.61-20	ACCT# 010002063419	21.00	N
				21.00	
LUCIA CASTILLO	54955/55257	111-6060-466.33-20	KINDER BALLET INSTRUCTOR	425.60	N
	55000/55267	111-6060-466.33-20	INT BALLET INSTRUCTOR	212.80	N
	54852/55387	111-6060-466.33-20	BEG BALLET INSTRUCTOR	212.80	N
	54895/55250	111-6060-466.33-20	PRE BALLET INSTRUCTOR	456.00	N
				1,307.20	
MACKEY INDUSTRIAL REPAIR	2554	741-8060-431.43-20	ENGINE PARTS FOR UNIT#957	120.00	N
				120.00	
MANAGED HEALTH NETWORK	3200003664	802-0000-217.50-60	MONTHLY PREMIUM-OCT 15	1,485.12	N
				1,485.12	
MARITZA PLASCENCIA	21213-6082	681-0000-228.70-00	FINAL WATER BILL REFUND	82.15	N
				82.15	

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MARLENI RODRIGUEZ	32103525	111-0000-351.10-10	CITATION REFUND	57.50	N
				57.50	
MARTHA V. CASTILLO	37258	745-9030-413.33-70	MEETING LUNCH	100.00	N
				100.00	
MARX BROS FIRE EXTINGUISHER CO INC.	H007930	741-8060-431.43-20	FIRE EXTINGUISHER SRVCING	260.19	N
				260.19	
MATSUMOTO CONSULTING LLC	15-10-07 HP	111-3013-415.56-41	PROFESSIONAL SRVCS	2,100.00	N
				2,100.00	
MCCULLAH FENCE COMPANY	20151001	535-6090-452.61-20	IRRIGATION VALVE CAGES	1,700.00	N
	20150808	741-8060-431.43-20	CITY GARAGE POLE INSTALL	1,425.00	N
				3,125.00	
METRO TRANSIT SERVICES	201509	219-0250-431.56-43	SEPTEMBER 2015	67,017.51	N
	201509	219-0000-340.30-00	FARE BOX COLLECTIONS	-5,617.25	N
	201509	741-8060-431.62-30	FUEL PURCHASES	-5,064.53	N
				56,335.73	
NATION WIDE RETIREMENT SOLUTIONS	PPE 10-11-15	802-0000-217.40-10	DEFERRED COMP DEDUCTION	18,228.91	Y
				18,228.91	
NATIONAL TRAINING CONCEPTS, INC.	10/20-10/23/15	111-7010-421.59-15	TRAINING-M. MENDOZA	475.00	N
	10/20-10/23/15	111-7010-421.59-15	TRAINING-A. GONZALEZ	475.00	N
	10/20-10/23/15	111-7010-421.59-15	TRAINING-S. THORESON	475.00	N
	10/20-10/23/15	111-7010-421.59-15	TRAINING-S. ABRAHAM	475.00	N
	10/20-10/23/15	111-7010-421.59-15	TRAINING-C.LOHNER	475.00	N
	10/20-10/23/15	111-7010-421.59-15	TRAINING-O. CERVANTES	475.00	N
				2,850.00	
NORMA URENA	55255/55273	111-6060-466.33-20	CARDIO BOXING INSTRUCTOR	67.20	N
				67.20	

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OK PRINTING DESIGN & DIGITAL PRINT	103	111-9010-419.53-10	BUSINESS CARDS	49.05	N
	95	239-7055-424.61-20	BUSINESS CARDS/ENVELOPES	152.60	N
	95	111-7030-421.61-20	BUSINESS CARDS/ENVELOPES	43.60	N
	95	111-7010-421.61-20	BUSINESS CARDS/ENVELOPES	99.01	N
	102	231-7060-421.61-20	WHITE ENVELOPES	67.25	N
	101	111-6030-451.61-35	PARKS&REC FALL NEWSLETTER	75.00	N
	101	111-6040-451.61-35	PARKS&REC FALL NEWSLETTER	75.00	N
	101	111-6020-451.61-35	PARKS&REC FALL NEWSLETTER	250.00	N
	101	111-6010-451.61-20	PARKS&REC FALL NEWSLETTER	150.81	N
				962.32	
OMAR REYES	32124934	111-0000-351.10-10	CITATION REFUND	57.50	N
				57.50	
PARAMOUNT ICELAND INC.	54792/55144	111-6060-466.33-20	ICE SKATING INSTUCTOR	76.80	N
	54809/55027	111-6060-466.33-20	ICE SKATING INSTUCTOR	115.20	N
				192.00	
PARS	32230	217-0230-413.56-41	REP FEES-AUGUST 2015	2,121.80	N
	32480	217-0230-413.56-41	REP FEES-SEPT 2015	2,185.45	N
				4,307.25	
PITNEY BOWES	2804344-SP15	111-7040-421.56-41	POSTAGE METER RENTAL	541.92	N
	7265887-SP15	111-9010-419.44-10	POSTAGE METER RENTAL	834.57	N
				1,376.49	
PRUDENTIAL OVERALL SUPPLY	50779894	111-6010-451.56-41	MAT CLEANING SRVCS	78.57	N
	50779893	111-6010-451.56-41	MAT CLEANING SRVCS	40.58	N
	50784805	111-6010-451.56-41	MAT CLEANING SRVCS	78.57	N
	50784804	111-6010-451.56-41	MAT CLEANING SRVCS	40.58	N
	50780841	111-7010-421.61-20	MAT 4X6 LOGO	17.87	N
				256.17	
PSYCHOLOGICAL CONSULTING ASSOC, INC	521722	111-7010-421.56-41	PRE-EMPLOYMENT EVALUATION	400.00	N
				400.00	

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PURCHASE POWER	09/11/2015	111-7040-421.56-41	ACCT#8000-9000-0114-2607	22.61	N
				22.61	
RAFAEL GOMEZ	55031/55507	111-0000-228.20-00	DEPOSIT REFUND-SALT LAKE	200.00	N
				200.00	
READYREFRESH	15I0001984541	741-8060-431.43-20	WATER FOR VEHICLE BATTERY	42.37	N
	15H0001984541	741-8060-431.43-20	WATER FOR VEHICLE BATTERY	27.37	N
	05I0030358998	111-5010-419.61-20	DRINKING WATER	101.00	N
	05I0030358998	239-5035-465.61-20	DRINKING WATER	50.80	N
	05I0030358998	242-5060-463.61-20	DRINKING WATER	25.54	N
	05I0030358998	239-5040-463.61-20	DRINKING WATER	50.80	N
	05I0030358998	111-8020-431.61-20	DRINKING WATER	25.54	N
				323.42	
RICHARD MARETTI	11/21-11/24/15	111-7010-421.59-20	LODGING-R. MARETTI	768.57	N
	11/21-11/24/15	111-7010-421.59-20	PER DIEM	250.00	N
				1,018.57	
RICK CURIEL	11/21-11/24/15	111-7010-421.59-20	PER DIEM	250.00	N
				250.00	
RICOH AMERICAS CORP	47179326	111-6010-451.56-41	COPIER LEASE	98.94	N
				98.94	
RICOH USA, INC.	5037973393	111-6010-451.56-41	COPIER LEASE-9/19-10/18	141.02	N
				141.02	
RIVERSIDE COUNTY SHERIFF'S DEPT	11/30-12/04/15	111-7010-421.59-20	TRAINING- J. SETTLES	197.00	N
				197.00	
ROBERT PIXTON PLUMBING	10/1/15	535-6090-452.61-20	YEARLY BLACKFLOW TESTING	1,947.50	N
				1,947.50	

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ROSA JIMENA OCHOA	54789/55249	111-6060-466.33-20	HIP HOP I INSTRUCTOR	165.60	N
	54873/55297	111-6060-466.33-20	HIP HOP II INSTRUCTOR	110.40	N
				276.00	
SAN BERNARDINO COUNTY SHERIFF DEPT	10/19-10/23/15	111-7010-421.59-20	TRAINING- M. FUENTES	315.00	N
	10/19-10/23/15	111-7010-421.59-20	TRAINING- S. DURAN	315.00	N
	11/16-11/20/15	111-7010-421.59-20	TRAINING- R. BARILLAS	125.00	N
	11/16-11/20/15	111-7010-421.59-20	TRAINING- O. CERVANTES	125.00	N
				880.00	
SANTA FE BUILDING MAINTENANCE	14237	111-6020-451.56-41	JANITORIAL SRVCS-9/19/15	55.00	N
	14238	111-6020-451.56-41	JANITORIAL SRVCS- 9/12/15	200.00	N
	14241	111-6020-451.56-41	JANITORIAL SRVCS-9/5/15	55.00	N
	14245	111-6020-451.56-41	JANITORIAL SRVCS-9/26/15	200.00	N
				510.00	
SANTA FE LLC HP	21895-10842	681-0000-228.70-00	FINAL BILL REFUND	213.85	N
				213.85	
SC FUELS	2886316	741-8060-431.62-30	FUEL PURCHASE	18,743.95	N
				18,743.95	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2081072	283-8040-432.56-41	SEWER MAINTENANCE-OCT 15	11,540.57	N
	STES 2081072	681-8030-461.56-41	SEWER MAINTENANCE-OCT 15	90,731.21	N
				102,271.78	
SHELL FLEET PLUS	79043758509	111-7010-421.61-20	FUEL PURCHASE	1,047.56	N
				1,047.56	
SMART & FINAL	139874	111-6020-451.61-35	SUPPLIES FOR TINY TOTS	20.29	N
	139941	239-6060-466.61-20	PROGRAM SUPPLIES	50.32	N
				70.61	

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SONSRAY MACHINERY, LLC	P06290-03	741-8060-431.43-20	PARTS FOR UNIT#201	63.68	N
				63.68	
SOUTHERN CALIFORNIA ASSOCIATION	5/18/15	226-9010-419.59-15	MEMBERSHIP RENEWAL	5,626.00	N
				5,626.00	
SOUTHERN CALIFORNIA EDISON	8/6/15-9/4/15	221-8014-429.62-10	ACCT# 2-23-189-3090	3,213.92	N
	8/26/15-9/25/15	535-8016-431.62-10	ACCT# 2-28-688-4416	40.33	N
	8/21/15-9/22/15	111-8022-419.62-10	ACCT# 2-37-601-8396	396.58	N
	8/3/15-9/1/15	681-8030-461.62-20	ACCT# 2-03-995-0639	17,242.93	N
	8/3/15-9/1/15	111-6022-451.62-10	ACCT# 2-03-995-0639	14,830.61	N
	8/3/15-9/1/15	111-8022-419.62-10	ACCT# 2-03-995-0639	867.18	N
				36,591.55	
SPARKLETTS	15010561 092615	111-5010-419.61-20	DRINKING WATER	41.60	N
	15010561 092615	239-5035-465.61-20	DRINKING WATER	21.00	N
	15010561 092615	242-5060-463.61-20	DRINKING WATER	10.33	N
	15010561 092615	239-5040-463.61-20	DRINKING WATER	10.33	N
	15010561 092615	111-8020-431.61-20	DRINKING WATER	21.00	N
	4533656 091715	111-0110-411.61-20	DRINKING WATER	28.20	N
	4533656 091715	111-0210-413.61-20	DRINKING WATER	28.20	N
	4532412 091715	111-1010-411.61-20	DRINKING WATER	21.73	N
	14430181 091715	111-0230-413.61-20	DRINKING WATER	9.53	N
				191.92	
STACY MEDICAL CENTER	3160-13614	111-7022-421.56-15	MEDICAL EXAMS	1,445.00	N
				1,445.00	
STANDARD INSURANCE COMPANY	OCT 2015	802-0000-217.50-70	BENEFIT PREMIUM-OCT 2015	7,337.32	N
				7,337.32	

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STAPLES ADVANTAGE	136709241597194	111-6010-451.61-20	OFFICE SUPPLIES	9.79	N
	136709221596350	111-6022-451.43-10	PRINTER FOR PUBLIC WORKS	290.09	N
	8035403039	111-7010-421.61-20	OFFICE SUPPLIES	357.40	N
	8035403039	111-0230-413.61-20	OFFICE SUPPLIES	62.49	N
	8035403039	111-0210-413.61-20	OFFICE SUPPLIES	16.17	N
	8035403039	111-6010-451.61-20	OFFICE SUPPLIES	6.93	N
	8035403039	111-6022-451.43-10	OFFICE SUPPLIES	430.19	N
	8035403039	111-3010-415.61-20	OFFICE SUPPLIES	915.69	N
	8035403039	239-6060-466.61-20	OFFICE SUPPLIES	370.94	N
	8035403039	111-7030-421.61-20	OFFICE SUPPLIES	476.31	N
	8035403039	111-7040-421.61-32	OFFICE SUPPLIES	204.70	N
	8035773186	111-7010-421.61-20	OFFICE SUPPLIES	888.03	N
	8035773186	111-0230-413.61-20	OFFICE SUPPLIES	129.57	N
	8035773186	111-1010-411.61-20	OFFICE SUPPLIES	224.79	N
	8035773186	111-6010-451.61-20	OFFICE SUPPLIES	36.05	N
	8035773186	111-5010-419.61-20	OFFICE SUPPLIES	594.55	N
	8035773186	111-8020-431.61-20	OFFICE SUPPLIES	546.56	N
	8035773186	111-3010-415.61-20	OFFICE SUPPLIES	1,170.63	N
	8035773186	111-0110-411.61-20	OFFICE SUPPLIES	450.12	N
	8035773186	111-7040-421.61-31	OFFICE SUPPLIES	242.90	N
				7,423.90	
STAPLES CREDIT PLAN	85046	111-6022-451.43-10	OFFICE SUPPLIES	106.39	N
	86339	111-6022-451.43-10	OFFICE SUPPLIES	82.64	N
				189.03	
SUNGARD PUBLIC SECTOR INC.	107369	111-9010-419.43-15	ASP MAINTENANCE-OCT 15	10,646.57	N
				10,646.57	
SUREFIRE LLC	2058381	111-7010-421.61-22	MINI SUPRESSOR	2,515.44	N
				2,515.44	
SUSAN CRUM	10/07/2015	111-6020-451.61-35	HALLOWEEN DECORATIONS	29.91	N
	643476	111-6020-451.61-35	HALLOWEEN DECORATIONS	72.33	N
				102.24	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
SWANK MOTION PICTURES, INC.	RG 1294336	111-6020-451.61-35	HALLOWEEN MOVIE LICENSE	351.00	N
				351.00	
TELEPACIFIC COMMUNICATIONS	70727082-0	111-9010-419.53-10	INTERNET ACCT# 130418	2,289.38	N
				2,289.38	
TELEWORKS	14951	111-9010-419.53-10	CITY HALL VOICEMAIL	1,905.20	N
				1,905.20	
TERESA GARCIA	9/15/15-9/16/15	111-3010-415.59-15	MILEAGE REIMBURSEMENT	18.52	N
	9/15/15-9/16/15	111-3010-415.59-15	PER DIEM	30.00	N
				48.52	
THE PUN GROUP, LLP	2015-0232	111-9010-419.32-40	AUDIT SRVCS FY 14/15	10,000.00	N
				10,000.00	
TRAFFIC PARTS	411484	221-8014-429.61-20	TRAFFIC SIGNAL LAMPS	631.74	N
	410520	221-8014-429.61-20	TRAFFIC SIGNAL LAMPS	315.60	N
				947.34	
TRANSTECH ENGINEERS, INC.	15071803	111-4010-431.56-62	JOB 12052-ENG PERMITS	3,285.18	N
	15081802	111-4010-431.56-62	JOB 12051-OFFICIAL SRVCS	3,750.00	N
	15081803	111-4010-431.56-62	JOB 12052-ENG PERMITS	6,091.28	N
	15081804	111-4010-431.56-62	JOB 12053-PLAN CHECKS	600.00	N
	15081805	111-4010-431.56-62	JOB 12161-INSPECTIONS	227.50	N
	15081812	111-4010-431.56-62	JOB 15277-ENGINEER	120.00	N
	15091811	111-4010-431.56-62	JOB 15277-ENGINEER	387.50	N
	15051855	226-9010-419.74-20	JOB 15173-SPEED BUMP	360.00	N
	15081810	226-9010-419.74-20	JOB 15237-STOP REQUEST	480.00	N
	15081811	226-9010-419.74-20	JOB 15238-TRAFFIC CALMING	135.00	N
	15081813	226-9010-419.74-20	JOB 15310-SIGHT DISTANCE	225.00	N
	15081823	226-9010-419.74-20	JOB 15380-TRAFFIC CALMING	495.00	N

CITY OF HUNTINGTON PARK
DEMAND REGISTER
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
TRANSTECH ENGINEERS, INC.	15091810	226-9010-419.74-20	JOB 15238-TRAFFIC CALMING	540.00	N
	15091809	226-9010-419.74-20	JOB 15173-SPEED BUMP	90.00	N
	15081808	221-4010-431.73-10	JOB 15121-TA REQUESTS	5,130.00	N
	15081809	221-4010-431.73-10	JOB 1514- BLUE CURB	90.00	N
	15081814	221-4010-431.73-10	JOB 15311-BLUE CURB	315.00	N
	15081815	221-4010-431.73-10	JOB 15336- BLUE CURB	225.00	N
	15081816	221-4010-431.73-10	JOB 15337-GREEN CURB	315.00	N
	15081817	221-4010-431.73-10	JOB 15342-BLUE CURB	45.00	N
	15081818	221-4010-431.73-10	JOB 15347-RED CURB	315.00	N
	15081819	221-4010-431.73-10	JOB 15349-GREEN CURB	360.00	N
	15081820	221-4010-431.73-10	JOB 15362-PARKING REQUEST	180.00	N
	15081821	221-4010-431.73-10	JOB 15367-RED CURB	315.00	N
	15081822	221-4010-431.73-10	JOB 15378-CONFORMANCE	270.00	N
	15081824	221-4010-431.73-10	JOB 15387-BLUE CURB	180.00	N
	15091807	221-4010-431.73-10	JOB 15103-SITE REVIEW	180.00	N
	15091808	221-4010-431.73-10	JOB 15121-TA REQUESTS	4,185.00	N
	15091812	221-4010-431.73-10	JOB 15337-GREEN CURB	405.00	N
	15091813	221-4010-431.73-10	JOB 15341-RED CURB	90.00	N
	15091814	221-4010-431.73-10	JOB 15342-BLUE CURB	90.00	N
	15091815	221-4010-431.73-10	JOB 15347-RED CURB	585.00	N
	15091816	221-4010-431.73-10	JOB 15349-GREEN CURB	315.00	N
	15091817	221-4010-431.73-10	JOB 15362-PARKING REQUEST	585.00	N
	15091818	221-4010-431.73-10	JOB 15367-RED CURB	180.00	N
	15091819	221-4010-431.73-10	JOB 15387- BLUE CURB	405.00	N
	15081801	111-5010-419.56-49	JOB 12041-BUILDING/SAFETY	23,106.79	N
	15081806	111-5010-419.56-49	JOB 14272-TRAFFIC STUDY	810.00	N
	15091805	111-5010-419.56-49	JOB 12161-CODE ENFORCEMEN	130.00	N
	15091820	111-5010-419.56-49	JOB 12051-SAFETY OFFICIAL	3,812.50	N
	15091801	111-5010-419.56-49	JOB 12041-BUILDING/SAFETY	23,490.89	N
				82,896.64	
TRIMMING LAND CO INC	2885	535-6090-452.56-60	TREE TRIMMING SRVCS	1,308.75	N
	2890	535-6090-452.56-60	TREE TRIMMING SRVCS	477.75	N
				1,786.50	

CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
TRUST FEDEROFF	19693-1202	681-0000-228.70-00	FINAL WATER BILL REFUND	68.40	N
				68.40	
U.S. BANK	PPE 10-11-15	802-0000-217.30-20	PART-TIME EMP DEDUCTION	1,708.66	Y
	PPE 10-11-15	802-0000-217.30-20	EMPLOYEE DEDUCTION	2,457.27	Y
	PPE 10-11-15	802-0000-218.10-05	EMPLOYER CONTRIBUTION	7,852.70	Y
	PPE 10-11-15	802-0000-218.10-05	EMPLOYER ENHANCEMENT	3,275.00	Y
				15,293.63	
U.S. HEALTH WORKS	2784136-CA	111-0230-413.56-41	PRE-EMPLOYMENT PHYSICAL	242.00	N
				242.00	
UNDERGROUND SERVICE ALERT OF SO CAL	920150124	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	147.00	N
				147.00	
UNIFIED NUTRIMEALS	1252	111-6055-451.57-42	CITY FOOD PROGRAM	1,011.50	N
				1,011.50	
UNITED ROCK PRODUCTS	570425	535-6090-452.61-20	WASHED PLASTER SAND	404.25	N
				404.25	
UNITED WAY OF GREATER	PPE 10-11-15	802-0000-217.60-20	EMPLOYEE DEDUCTION	5.00	N
				5.00	
US POSTMASTER	10/14/2015	111-9010-419.53-20	FALL NEWSLETTER POSTAGE	3,433.66	N
				3,433.66	
V & V MANUFACTURING, INC.	41417	111-7010-421.61-20	HP CITY BADGES	990.13	N
	41418	111-7010-421.61-20	HP CITY BADGES	607.96	N
				1,598.09	
VALLARTA COLLISION & BODY SHOP INC.	1	741-8060-431.43-20	BODY REPAIRS UNIT#912	999.77	N
				999.77	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
VICTOR SMOG TEST CENTER	33621	741-8060-431.43-20	SMOG TEST FOR UNIT#352	33.00	N
	33473	741-8060-431.43-20	SMOG TEST FOR UNIT#190	33.00	N
	33614	741-8060-431.43-20	SMOG TEST FOR UNIT#198	33.00	N
				99.00	
WALTERS WHOLESALE ELECTRIC COMPANY	2000365-00	535-8016-431.61-45	STREET LIGHT CONDUIT	18.91	N
	2099879-01	535-8016-431.61-45	STREET LIGHT LAMPS	98.24	N
	2099282-01	221-8014-429.61-20	CONDUIT REPAIR	105.74	N
	2099576-00	111-6022-451.43-10	RECEPTACLES FOR PARKS	37.97	N
	2099879-00	535-8016-431.61-45	STREET LIGHT LAMPS	491.23	N
				752.09	
WATER REPLENISHMENT DISTRICT OF	AUGUST 2015	681-8030-461.41-00	GROUND WATER PRODUCTION	70,832.07	N
				70,832.07	
WAVE COMMUNITY NEWSPAPERS	07511620-001	111-0230-413.54-00	JOB POSITION AD	305.40	N
				305.40	
WAXIE SANITARY SUPPLY	75347192	535-6090-452.61-20	TISSUE PAPER	535.41	N
	75377570	535-6090-452.61-20	JANITORIAL SUPPLIES	535.41	N
	75336774	535-6090-452.61-20	JANITORIAL SUPPLIES	50.01	N
	75317559	535-6090-452.61-20	JANITORIAL SUPPLIES	63.90	N
	75424309	535-6090-452.61-20	CREDIT	-535.41	N
				649.32	
WELLS FARGO BANK-FIT	PPE 10-11-15	802-0000-217.20-10	FEDERAL TAX DEPOSIT	55,380.29	Y
				55,380.29	
WELLS FARGO BANK-MEDICARE	PPE 10-11-15	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,221.20	Y
				7,221.20	

CITY OF HUNTINGTON PARK
DEMAND REGISTER
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
WELLS FARGO BANK-SIT	PPE 10-11-15	802-0000-217.20-20	STATE TAX DEPOSIT	19,520.61	Y
				19,520.61	
XEROX CORPORATION	081565179	111-7030-421.44-10	PRINTER CHARGES	445.09	N
				445.09	
YAZMIN CHAVEZ	777760	111-0230-413.61-20	LUNCH FOR ORAL INTERVIEWS	90.00	N
	150923205445	111-0230-413.61-20	FOOD FOR ORAL INTERVIEWS	14.91	N
				104.91	
YOUNG SOOK LEE	2837-22090	681-0000-228.70-00	FINAL BILL REFUND	134.42	N
				134.42	
ZEE MEDICAL, INC.	0140774048	111-7010-421.61-20	FIRST AID SUPPLIES	596.56	N
				596.56	
				1,262,031.16	

ORDINANCE NO. 943-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ADDING ARTICLE 4, SECTION 2-1.401 OF CHAPTER 1 OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE AUTHORIZING ACTION MINUTES TO BE THE FORMAT USED FOR THE OFFICIAL RECORD OF THE PROCEEDINGS OF CITY COUNCIL AND ADVISORY BOARD MEETINGS

WHEREAS, On October 6, 2015 the City Council discussed the recommendation from the City Clerk to move to action minutes as the official record of the City Council[1] and Advisory Board/Committee meetings;

WHEREAS, the City Council endorsed the recommendation and added an additional requirement that summary minutes be prepared for the public comment portion;

WHEREAS, a sufficient record must be kept to furnish evidence that the City has complied with the law by which it is governed;

WHEREAS, the City Clerk is responsible for keeping an accurate record of the proceedings ("minutes") of the City Council pursuant to Government Code Sections 36814 and 40801;

WHEREAS, the preparation of "Action Minutes" reduces the exposure to legal challenges by eliminating subjectivity on the part of the Staff person transcribing and/or reviewing the minutes, meets legal requirements and maximizes personnel resources, and is more cost effective and time efficient.

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

SECTION 1. Section 2-1.401 of Article 4 of Chapter 1 of Title 1 of the City of Huntington Park Municipal Code shall read as follows:

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

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(a) The minutes of the Council shall be kept by the City Clerk. The minutes shall be printed and filed in a permanent record book.

(b) The minutes shall include a record of all business discussed and all actions taken at regular or special meetings of the Council.

SECTION 2. The following information shall be reflected in the Action Minutes:

1. Date, hour, and place of meeting
2. Name of the body
3. Regular, Adjourned, or Special meeting
4. Names of the members in attendance; if a member arrives late or departs before adjournment, the minutes should reflect the time of arrival and/or departure at that point in the minutes
5. Description of items
6. A listing of speakers, referencing the subject matter addressed, whether they spoke for or against the matter under discussion.
7. A statement of action (motion) and how the members voted
8. Other information expressly requested by the body during the applicable meeting
9. Adjournment time and whether the meeting was adjourned to another time

SECTION 3. With respect to hearings, the Action Minutes shall include:

1. Ensure required notice was given and that the hearing was held at the time and place specified in the notice (if such information is not incorporated in the staff report, ordinance, or resolution)
2. Provide reference to any written evidence in the form of statements, affidavits, reports, photographs, maps, correspondence, or other objects filed at the hearing and included as part of the record
3. Names of the people who spoke and whether their testimony was for or against the hearing subject
4. Findings of the body (if the findings are not incorporated in the ordinance, resolution, or staff report adopted/approved as a result of the hearing).
5. A statement of action (motion) and how the members voted
6. Other information expressly requested by the body during the applicable meeting
7. The date, time, and place of the hearing if it is continued.

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

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SECTION 4. A copy of the video recording(s) of the City Council meetings would still be available to the public for a minimum of four (4) years.

SECTION 5. This Ordinance shall take effect thirty (30) days after its final passage by the City Council

SECTION 6. The City Clerk shall certify to the passage of this Ordinance.

PASSED, APPROVED AND ADOPTED this day of October, 2015.

_____
Karina Macias
Mayor

ATTEST:

_____
Donna G. Schwartz, CMC
City Clerk

DRAFT

CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

October 20, 2015

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

Dear Mayor and Members of the City Council:

COUNCIL APPOINTMENT TO CIVIL SERVICE COMMISSION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Make appointment to the Civil Service Commission consistent with the newly adopted provisions set forth in Resolution No. 2015-19.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

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

FISCAL IMPACT

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

CONCLUSION

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

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

Donna G. Schwartz, CMC
City Clerk

ATTACHMENTS

A. Resolution No. 2015-19

RESOLUTION NO. 2015-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK ADOPTING REVISED RULES, METHOD OF APPOINTMENT, GUIDELINES FOR THE CONDUCT OF MEETINGS AND STRUCTURE FOR ALL COMMISSIONS OF THE CITY AND REPEALING ALL PRIOR RESOLUTIONS OR PROVISIONS IN CONFLICT WITH THE PROVISIONS CONTAINED HEREIN

WHEREAS, the City Council has decided to amend all commission resolutions to provide for congruent and consistent regulation and structure across all City Commissions.

THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:

SECTION 1: Establishment of City Commissions.

The City has currently established the following commissions to serve in the capacity as advisory bodies to the City Council:

Planning Commission
Civil Service Commission
Parks and Recreation Commission
Health and Education Commission
Historic Preservation Commission
Youth Commission (pending approval).

This Resolution is intended to govern and supersede all prior resolutions establishing and amending member qualifications, organizational rules, guidelines and structure for City Commissions and hereby repeals all provisions in conflict with the provisions contained herein by the adoption of the revised provisions below. This Resolution will also govern over provisions of City ordinances currently in existence, but which will be repealed or amended for consistency with this Resolution. This Resolution shall also govern and control any additional Commission created by the City Council in addition to those enumerated above.

SECTION 2: Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth from the City as defined below. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and submit to a Live Scan background check before being appointed to a Commission and before being sworn in to office.

SECTION 3: Appointment, Reappointment and Removal.

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

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

SECTION 4: Term of Office.

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

SECTION 5: Vacancy Due to Disqualification.

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

SECTION 6: Vacancy.

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

SECTION 7: Quorum.

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

SECTION 8: Purpose.

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

SECTION 9: Organization.

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

SECTION 10: Meetings.

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

SECTION 11: Termination of Commission.

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

SECTION 12: Compensation.

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

SECTION 13: Commission Handbook.

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

SECTION 14:

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

PASSED, APPROVED AND ADOPTED THIS 18th day of May, 2015.

Karina Macias
Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

CERTIFICATION

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

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

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

NOES: Council Member(s): None

ABSENT: Council Member(s): Amezquita

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

Donna G. Schwartz, CMC, City Clerk

2015
EMPLOYMENT AGREEMENT
(Engagement: City Manager)
(Parties: City of Huntington Park and Edgar Cisneros)

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 19 day of October, 2015, by and between the CITY OF HUNTINGTON PARK ("CITY"), a California municipal corporation, and Edgar Cisneros ("CISNEROS" and sometimes referred to herein as "Employee"), an individual. For the purposes of this Agreement CITY and CISNEROS may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CISNEROS interchangeably. This Agreement sets forth all terms and conditions of employment concerning the employment of CISNEROS to the position of City Manager for the City of Huntington Park, California.

RECITALS

WHEREAS, CITY desires to employ the services of CISNEROS as City Manager of CITY ("City Manager") and subject to the terms, conditions, and benefits set forth in this Agreement; and

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

WHEREAS, the Council and CISNEROS believe an agreement will enhance the excellence and continuity of the management of the City for the benefit of its residents; and

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

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

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

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

5

OPERATIVE PROVISIONS

1. Position, Duties and Term.

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

1.2 **Period of Employment/Commencement Date.** CISNEROS's employment with CITY shall be "at-will" pursuant to the provisions of Government Code section 36506. CISNEROS's employment shall be subject to the provisions of this Agreement and provisions applicable to the office of the City Manager contained in the CITY's Municipal Code, as it may be amended from time to time. The Commencement Date for CISNEROS' commencement to serve as City Manager shall be November 4, 2015.

1.3 **At-Will.** CISNEROS acknowledges that he is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. To the extent they conflict with his at-will status, the terms of the CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, CITY's Personnel Policies, as they may be amended or supplemented from time to time, shall not apply to CISNEROS, and nothing in this Agreement is intended to, or does, confer upon CISNEROS any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of CISNEROS as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of CISNEROS to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement.

1.4 **Duties.** CISNEROS shall serve as the City Manager and shall be vested with the powers, duties and responsibilities set forth in Section 2-3.405 of the Huntington Park Municipal Code, the terms of which are incorporated herein by reference, as may be amended from time to time. CISNEROS shall provide service at the direction and under the supervision of the City Council. It is the intent of the Parties that the City Manager shall keep the City Council fully apprised of all significant ongoing operations of CITY. To that end, CISNEROS shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide oral or written status reports to the City Council on his activities and those of CITY. Further, CISNEROS shall consult with the City Council prior to hiring, firing, increasing, or decreasing compensation for any current or future CITY employee, agent, consultant, or independent contractor.

CISNEROS's duties as City Manager shall include, but are not limited to:

a. Attending all meetings of the City Council, including regular and special meetings, unless excused by the Mayor (or presiding officer if the Mayor is unavailable), and taking part in the discussion of all matters before the City Council. The City Manager shall receive notice of all regular and special meetings of the City Council, and requests for occasional meetings with City Council member(s);

b. Reviewing all agenda documents before preparing the agenda for any regular or special meetings of the City Council;

c. Directing the work of all elective and appointive CITY officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. The City Manager shall endeavor to implement changes that the City Manager believes will result in greater efficiency, economy, or improved public service in the administration of CITY affairs;

d. Recommending to the City Council from time to time the adoption of such measures as the City Manager may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;

e. Conducting research in administrative practices in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long range plans to improve CITY operations and prepare for future CITY growth and development;

f. Providing management training and developing leadership qualities among department heads and staff as necessary to build a CITY management team that can plan for and meet future changes;

g. Exercising control of CITY government in emergencies as authorized by the CITY's Municipal Code and California law; and

h. Participating in and involvement with local, regional, and statewide professional organizations beneficial to the CITY.

It is the intent of the City Council that the City Manager will function as the chief executive officer of the CITY's organization. CISNEROS shall provide such other services as are customary and appropriate to the position of City Manager, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the CITY's Municipal Code and policies. CISNEROS shall devote his best efforts and attention to the performance of these duties. Notwithstanding CISNEROS's duties as City Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

1.5 **Hours of Work.** CISNEROS shall devote the time necessary to adequately perform his duties as City Manager during the term of employment. CISNEROS shall make himself available by telephone at all times to the City Council, CITY staff and members of the community. The position of City Manager shall be deemed an exempt position under state and federal wage and hour laws. CISNEROS shall not be entitled to any compensation for overtime.

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

1.7 **Term.**

CISNEROS's term of employment as City Manager shall commence on November 4, 2015 and continue to November 3, 2020 (referred hereinafter as the "Term") and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time as determined by the City Council.

2. Compensation and Benefits.

Effective for the duration the time periods covered by this agreement, City agrees to compensate CISNEROS at an annual salary of $191,000.00. CISNEROS will not be entitled to any additional compensation including overtime compensation. However, CISNEROS shall receive all benefits afforded to Department Heads in current City service; including without limitation vacation time, sick leave or other leave time, and any post-employment benefits to which the CISNEROS shall be eligible. Furthermore, CISNEROS shall receive annual increases in benefits and salary to the same rate/amount as received by other Department Heads. (Or as stated in the Non-Represented Employees Compensation and Benefit Plan).

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

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

b. The City shall provide CISNEROS with his choice of medical, dental, vision, long term disability and life insurance plans as provided to all other City employees. The City is to provide CISNEROS with the Public Employees Retirement System (CalPERS) benefit to the corresponding formula designated by CalPERS.

c. CISNEROS shall be entitled to receive forty (40) hours per year of administrative leave. If this Agreement is extended to an additional year(s),

any remaining administrative leave shall not carry forward to the following year(s).

d. CISNEROS shall be entitled to eight (8) hours of sick leave for every month of employment. In the last pay period of each fiscal year, one-half (50%) of the employee's unused accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the employee's regular rate of pay in effect on June 30th.

3. Taxes.

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

4. Termination.

4.1 Termination by City for Convenience.

(a) Except as otherwise provided under Subsection (b) of this Section below, CITY may terminate CISNEROS at any time for convenience and without cause, by providing CISNEROS thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place CISNEROS on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss CISNEROS notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment shall be an amount equal to twelve (12) months base salary, less any and all applicable or legally required deductions. CISNEROS shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment."

(b) Within one hundred and eighty (180) calendar days· of the swearing-in of a newly elected or appointed City Councilmember or Mayor, CITY may not act to terminate CISNEROS for convenience as authorized under Subsection

(a) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (b), shall preclude CITY from terminating CISNEROS employment for cause at any time as provided elsewhere under Section 4 of this Agreement.

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

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

4.4 Termination Obligation. CISNEROS agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment are the property of CITY and shall be returned promptly to CITY upon termination of CISNEROS employment. CISNEROS obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

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

4.6 Cessation of Work Due to Non-Permanent Illness or Injury. In addition to any right of termination set forth under Sections 4.1, above, CITY reserves the right to terminate CISNEROS's employment along with this Agreement if CISNEROS ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does

not limit a major life activity within the meaning of California's Fair Employment and Housing Act; and (iii) where the cessation of work continues beyond a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

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

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

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

4.10 Death of Employee. This Agreement along with CISNEROS's employment shall terminate automatically upon CISNEROS's death.

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

a. overall performance as City Manager, including leadership and management skills;

b. professional ethics;

c. progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs;

d. involvement in local, regional, and statewide organizations beneficial to the CITY;

e. the financial feasibility or desirability of authorizing any proposed adjustment to compensation in light of current and/or projected economic conditions, including whether the CITY is operating with a balanced budget;

f. prevailing job market conditions and compensation trends; and

g. such other factors as the City Council may find relevant.

The City Council shall at all times retain discretion to agree to or deny any proposed increase to CISNEROS's compensation terms, notwithstanding the findings or determinations of any performance review. Failure of CITY to provide a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 5 [Termination].

6. Business Expenses. The CITY shall reimburse CISNEROS for all reasonable CITY related business expenses incurred by him in accordance with submittal, processing, and payment policies of the CITY.

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

8. Business Related Equipment

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

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

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

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

9. Proprietary Information.

"Proprietary Information" means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, EMPLOYEE shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, EMPLOYEE shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. EMPLOYEE obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

10. Conflict Of Interest.

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

GENERAL PROVISIONS

11. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in EMPLOYEE personnel file. EMPLOYEE agrees to notify CITY in writing of any change

in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

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

City Manager's Address: [Deliver to last updated address in personnel file]

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

13. **Bonding**. CITY shall bear the full cost of any fidelity or other bonds required of the Chief of Police under any laws or ordinance.

14. **Entire Agreement**. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.8 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

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

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

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

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

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

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

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

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

CITY OF HUNTINGTON PARK

By:_____
Karina Macias

APPROVED AS TO FORM:

By:_____
City Attorney

EMPLOYEE

By:_____
Edgar Cisneros

ATTEST:

By:_____
Donna Schwartz, City Clerk

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

October 20, 2015

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

Dear Mayor and Members of the City Council:

RESOLUTION APPROPRIATING $215,000 OF CALTRANS ENVIRONMENTAL JUSTICE TRANSPORTATION PLANNING GRANT FUNDS FOR COSTS ASSOCIATED WITH THE CITY'S COMPLETE STREETS, PEDESTRIAN AND BICYCLE PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-42, appropriating $215,000 of Caltrans Environmental Justice Transportation Planning Grant Funds for costs associated with the City's Complete Streets, Pedestrian and Bicycle Plan; and

2. Authorize appropriation of $215,000 Fiscal Year 2015-16 Budget.

BACKGROUND

On September 19, 2013, the California Department of Transportation ("Caltrans") awarded the City an Environmental Justice Planning Grant in the amount of $215,000, for the preparation of a Complete Streets Plan for the City of Huntington Park. The grant focuses on promoting the involvement of low-income, minority and underrepresented communities in planning to improve mobility, access and safety, and to promote quality of life.

On May 19, 2014, the City approved and entered into a Professional Services Agreement with the Local Government Commission (LGC) for professional services for the administration and preparation of a Complete Streets Plan. Funds for this grant were budgeted in Fiscal Year 2014-15, but no funds were expended. As with all grant funding an appropriation is necessary for each Fiscal Year. Therefore, the appropriation of the grant funds is needed to authorize the City Manager to expend the grant funds in FY 2015-16 and authorize payments to LGC. The majority of the contractual services was completed in FY 2014-15 and remaining tasks that remained was finalizing the plan and presenting it to the City Council for adoption. The Complete Streets Plan is expected to be completed and presented to City Council for adoption by the end of 2015.

FISCAL IMPACT/FINANCING

The Local Government Commission (LGC) contract of $215,000 for the preparation of the Complete Streets Plan will be paid 100% from the Caltrans Environmental Justice Transportation Planning Grant. The grant requires a local cash match of a minimum of 10% ($21,500) which can be in the form of in-kind services. Staff salaries that are managing the grant and overseeing the contract will be used towards the cash match.

This action will allow the Finance Director to the following:

1. Appropriation $215,000 into the City's FYI 2015-16 Budget
2. Expend funds received from Caltrans Environmental Justice Transportation Planning Grant from account number 201-0000-336.70-00
3. And authorize the payments to LGC as outline in the professional service agreement.

This is a reimbursement Grant, which means that Caltrans will reimburse the City when quarterly reporting are completed and requests for reimbursement of the work that has been completed are submitted to Caltrans. To date staff has submitted all required documentation for each quarter and the City has received $83,039.92 from Caltrans from the first request and three more funding reimbursement total $43,668.53 are forthcoming from Caltrans.

CONCLUSION

Upon adoption of the resolution, $215,000 will be appropriated into City's Fiscal Year 2015-16 budget and accounts will be created to pay for costs associated with the City's Complete Streets, Pedestrian and Bicycle Plan.

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

A: Resolution No. 2015-42, appropriating $215,000 of Caltrans Environmental Justice Transportation Planning Grant Funds for costs associated with the City's Complete Streets, Pedestrian and Bicycle Plan

RESOLUTION NO. 2015- 42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROPRIATING TWO HUNDRED FIFTEEN THOUSAND DOLLARS ($215,000.00) TO ACCOUNT NO. 201-0000-336.70-00 OF CALTRANS ENVIRONMENTAL JUSTICE TRANSPORTATION PLANNING GRANT FUNDS FOR COSTS ASSOCIATED WITH THE CITY'S COMPLETE STREETS, PEDESTRIAN AND BICYCLE PLAN

WHEREAS, the City of Huntington Park is subject to the California Department of Transportation ("Caltrans"); and

WHEREAS, Caltrans awarded the City an Environmental Justice Transportation Planning Grant in the amount of $215,000, for the preparation of the Complete Streets, Pedestrian and Bicycle Plan; and

WHEREAS, the grant allows the City to promote the involvement of low-income, minority and underrepresented communities in planning to improve mobility, access and safety, and to promote quality of life.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. that the City of Huntington Park establish an Environmental Justice Transportation Planning Grant Account; and

Section 2. that the City Council is appropriating Two Hundred Fifteen Thousand Dollars ($215,000.00) to fund the Complete Streets, Pedestrian and Bicycle Plan for fiscal year 2015-2016; and

Section 3. that the City Manager, or his/her designee is authorized to budget Two Hundred Fifteen Thousand Dollars ($215,000.00) to Account No. 201-0000-336.70-00.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 20th day of October 2015.

_____
Karina Macias, Mayor

ATTEST:

_____
Donna G. Schwartz, CMC
City Clerk

CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

October 20, 2015

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

Dear Mayor and Members of the City Council:

APPROVE SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PSA) WITH LAN WAN ENTERPRISES INC.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve second amendment to professional services agreement (the "Amended Agreement") with LAN WAN Enterprises Inc. ("LAN WAN") for the addition of network support and maintenance services for the Police Department;

2. Authorize the Interim City Manager to execute the Amended Agreement;

3. Authorize the Interim Finance Director to make an additional appropriation of $104,800 for services under the Amended Agreement; and

4. If approved, direct staff to issue RFP for IT services in July, 2015.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 1, 2014, the City entered into an Agreement with LAN WAN for IT support services (the "Master Agreement") for a one-year period. On April 1, 2015, the City entered into a First Amendment to the Master Agreement for continued IT support services for another one-year period through April 30, 2016.

With the transition of personnel including other matters that arose related to IT services within the Police Department, the City Manager engaged LAN WAN on an emergency basis to secure IT systems and deliver other urgent services on behalf of the Police Department.

With transitions now stabilized, under ordinary circumstances, a request for proposal would be issued to select a vendor to provide ongoing IT services for the Police Department. However, in light of the potential disruption and security concerns it would be a difficult undertaking to potentially engage yet another IT services firm in very short period of time and have the potential for yet another transition.

Therefore, staff is proposing that the City amend the existing agreement with LAN WAN to unify all departments under a common agreement through the end of FY15/16.

It is staff's intent to issue a request for proposal for IT services for the entire City no later than February 2016, allowing sufficient time for a thoughtful, competitive process and have a vendor in place by the adoption of the City's FY 16/17 budget.

FISCAL IMPACT/FINANCING

For FY 15/16, the amount appropriated for IT services for the Police Department is $155,000 of which approximately $131,000 has either been spent or is pending payment. Approximately $100,000 of FY 15/16 budget has been spent on "urgent and transition" services thereby substantially reducing the amount available for ongoing support services.

With a budget balance of approximately $24,000 remaining and required monthly support services (as described in Exhibit A of the Second Amendment to Professional Services Agreement) in the amount of $15,600 per month, an additional appropriation of $104,800 to account 111-7010-421.56-41 is also needed.

CONCLUSION

We recommend that Council approve the execution of a Second Amendment to the Master Agreement; and authorize the Interim Finance Director to appropriate the additional amount required for ongoing IT support services for the Police Department.

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

Jan Mazyck
Interim Director of Finance

Attachment

A. Second Amendment to Professional Services Agreement

2015
SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
(Engagement: Network Support and Maintenance Services)
(Parties: City of Huntington Park and LAN WAN Enterprise, Inc.)

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Second Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of April 1, 2014, by and between the City of Huntington Park, a municipal corporation (hereinafter, "City"), and Lan Wan Enterprise, Inc., a California Corporation (hereinafter, "Consultant"), and amended on April 15, 2015, is made and entered into this _____ day of October 2015. For the purposes of this Second Amendment, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably.

RECITALS

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

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

WHEREAS, on or about April 6, 2015, the Parties executed and entered into the First Amendment to the Master Agreement, which is attached hereto as Exhibit "C"; and

WHEREAS, the City desires to continue the following additional professional services: network support and maintenance services for the Huntington Park Police Department; and

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

WHEREAS, an amendment is permissible pursuant to Sections 3.1 and 9.3 of the Master Agreement, provided that it is in writing and executed by both Parties; and

WHEREAS, the execution of this Second Amendment was approved by the Huntington Park City Council at its Regular Meeting of October 20, 2015.

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

1. Section 3.1 (Term) is amended in part to read as follows:

The term of the Master Agreement is hereby extended for an additional extending the expiration date from April 1, 2016 to June 30, 2016 (the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. Section 2.1 of the First Amendment (Compensation) is hereby amended in part to read as follows:

Consultant's total compensation for the performance and completion of all of the work specified in the Scope of Work, which is part of the Master Agreement and attached hereto as Exhibit A, shall not exceed the lump sum of ONE HUNDRED SIXTY EIGHT THOUSAND, EIGHT HUNDRED DOLLARS ($168,800) (hereinafter, the "Contract Price"). The Contract Price reflects total payments for the remainder of the contract period for both the City and the Police Department. The Parties agree that the Contract Price includes compensation for all labor and materials, tools, supplies, equipment, business licenses that are customary and necessary to competently carry out the work required, and in a manner that is consistent with the Consultant's line of business. The Parties may agree to have Consultant complete Extra Work (work not specified in the Scope of Services) pursuant to the terms set forth at Section 4 of the First Amendment.

3. Section 1.2 of the Master Agreement (Scope of Services) is hereby amended in part to read as follows:

The scope of services, which are listed in Exhibit "A" to the Master Agreement, shall be amended to include the services contained in Exhibit "A" attached to this Second Amendment, which shall be provided to the Huntington Park Police Department located at 6542 Miles Avenue, Huntington Park, CA 90255.

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

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

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

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

CITY: CITY OF HUNTINGTON PARK	**CONSULTANT: LAN WAN ENTERPRISE, INC.**
By:_____ John A. Ornelas, Interim City Manager City of Huntington Park	By:_____
Date:_____	Date:_____

Exhibit "A"

Scope of Services

LWE systems engineers will be onsite for 36 hours a week to resolve user issues and provide hands on network maintenance, and to maintain reliability of the network. LWE will focus on asset information capture and administration. In addition to the on-site service, LWE will monitor the network remotely. LWE will also provide the following services:

1. Support and maintain physical and virtual servers.
2. Support all users IT requests.
3. Support all software's in the network.
4. Maintain and monitor network security.
5. Support WiFi and Internet service providers.
6. Virus and SPAM protections.
7. Email administrations.
8. Daily check of system backup logs.
9. Monitor health of the servers.
10. Monitor health of the firewall.
11. Monitor health of the router.
12. Monitor health of the virus protection software for all servers and all workstations to ensure that there were no errors, and security breaches attempted.
13. Depending on the nature of the patch, LWE will apply daily and weekly security/O.S. patches.
14. Create a yearly IT budget for the Police Department ahead of time.
15. Maintain and update IT inventory.
16. Evaluate IT needs regularly and create an IT assessment once a year for the Police Department.

Exhibit “B”

2014
Professional Services Agreement
(Engagement: Network Support and Maintenance Services
Parties: City of Huntington Park and LAN WAN Enterprise Inc.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of April 1, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and LAN WAN ENTERPRISE, INC., a California corporation ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to network support and maintenance, as specified in the "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Proposal or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in compensation, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Proposal or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Proposal may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Proposal attached hereto as Exhibit A (the "Contract Sum").

2.2 Method of Payment. Unless otherwise provided in the Proposal, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

SECTION THREE: TERM

3.1 Term. The term of this agreement shall commence on April 1, 2014 and remain in effect continuously through April 1, 2015 (initial term), unless terminated in accordance with the provisions of this Agreement. This Agreement may be extended upon mutual agreement by both parties (extended term).

3.2 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 3.3 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to termination.

SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. Rami Dababneh is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be the City Manager or such other person as may be designated by the City Manager. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract

Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

SECTION FIVE: INDEMNIFICATION

5.1 Indemnification. Consultant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.1.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.1.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

5.1.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION SIX: RECORDS AND REPORTS.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all

subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

7.1 All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub-Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 3.2.

8.8 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of

Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.9 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.10 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.11 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.12 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

SECTION NINE: MISCELLANEOUS

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK
Attention: City Manager
6550 Miles Avenue
Huntington Park, CA 90255

Exhibit “C”

2015
First Amendment to
Professional Services Agreement
(Engagement: Network Support and Maintenance Services)
(Parties: City of Huntington Park and LAN WAN Enterprise, Inc.)

To Consultant: LAN WAN ENTERPRISE, INC.
17500 Red Hill Ave. Suite 120
Irvine, CA 92614-5680

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:

CITY OF HUNTINGTON PARK

By: _____

City Manager, City of Huntington Park

CONSULTANT:

LAN WAN ENTERPRISE, INC.

By: _____

Rami Dababneh, LAN WAN Enterprise

ATTEST:

By: _____

Sr. Deputy City Clerk, City of Huntington Park

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____

City Attorney, City of Huntington Park

EXHIBIT A

PROPOSAL

It is anticipated that all technicians work will be performed at client's facility main location (6550 Miles Avenue Huntington Park, CA 90255), including client's 5 satellite offices, namely Park & Recreation, Field Services, Freedom Park, Raul R. Perez Park and Huntington Park Community Center. Total of 60 clients/ 6 servers / Firewall / Router / 8 Network Printers. City of Huntington Park is seeking the assistance of a network support firm to provide onsite and remote technical support. The support is to include all network devices including servers, desktop computers, laptop, and printers.

The number of users in the Huntington Park, office does not justify the investment in a full time network administrator. LWE Inc. is able to provide network administration services on a part time basis, tailored to the needs of City of Huntington Park, LWE is pleased to offer the following network support and maintenance services. The following is a statement of the scope of work and service level requirements.

A. Scope of Work

LWE will utilize a combination of onsite (Sites mentioned above) and remote management tools to support the users and the network at the City of Huntington Park at 6550 Miles Avenue Huntington Park, CA 90255 and all mentioned above remote locations. The services will include the following:

- **System Administration:** LWE will provide administration services to include all servers, user accounts, LWE will perform all of the regular server maintenance items that are required for a reliable network. LWE will update operating system software patches to ensure system performance and integrity.
- **Network Administration:** LWE will support all network devices such as routers and Internet access, firewalls, and monitor network performance.
- **User Account Administration:** LWE will manage all user accounts to ensure proper access to network resources for local users and remote users.
- **Desktop Support:** LWE will support all computer workstations, and laptop. LWE will troubleshoot hardware and software related problems, and manage system warrantees.
- **User Support & Training:** LWE will respond to user issues, and resolve all technology related problems. LWE will also train employees as needed to ensure full utilization of the available technology.
- **Virus Protection:** LWE will monitor virus definitions on a daily basis. The updates will be pushed out to the users. Regular virus protection updates are required to ensure that the network is safeguarded against malicious attacks.

- **Firewall Maintenance:** LWE will maintain the integrity of the firewall by conducting regular audits. LWE will also develop a firewall upgrade path that is cost effective, while providing greater security.
- **System Backup:** LWE will maintain the current backup systems and provide suggestions. LWE will configure a backup system to automate the backup process. Backups should be done daily. LWE will also suggest a disaster recovery plan, to ensure that the data is recovered quickly.

B. Service Level

LWE will utilize a combination of onsite services, remote monitoring, and remote support, to fully support City of Huntington Park network, while maintaining control over costs. It is estimated that **$7,000** per month of service with these hours being offsite (Remote Monitoring) and onsite (Onsite Support) in order to maintain the reliability and integrity of the City of Huntington Park network, while providing a reasonable level of response time to user (City of Huntington Park) problems.

1. **Onsite Support.**

   LWE systems engineers will be onsite 16 hours a week, 3 days a week, 8 hours one day, and two days of 4 hours each, at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. LWE will focus on asset information capture and administration. In addition to the on site service, LWE will monitor the network remotely, as described below.

2. **Remote Monitoring.**

   LWE will monitor the City of Huntington Park network remotely on a daily basis. Remote monitoring includes:
   - Daily check of system Backup logs
   - Monitor Health of the servers
   - Monitor health of the firewall
   - Monitor health of the Router
   - Monitor health of the Virus Protection software for all servers and all workstations to ensure that there were no errors, and security breaches attempted.

3. **Remote Support.**

   In the event that a problem surfaces, or if a user needs account administration support during a time that LWE is not scheduled to be onsite, LWE will remote control the servers, and the workstations and troubleshoot most network systems. LWE offers 8 hours of remote (off-site) support per month as part of the monthly service fees.

In the event that remote control utilities are not sufficient to resolve the problem, LWE will provide onsite engineering services the same or next business day to address the problem on a Time and Material basis with an hourly rate of $120\hour + traveling fees of $60\visit.

Additional engineering services that are beyond the scope of network maintenance and support mentioned in B.1, B.2 and B.3 (1.Onsite Support, 2. Remote Monitoring and 3. Remote Support) will be provided on a time and material basis, at $120.00 per hour rate. The rates are fixed on the skill set that is required rebuilding a server or for future projects that are beyond support services.

2015
FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
(Engagement: Network Support and Maintenance Services)
(Parties: City of Huntington Park and Lan Wan Enterprise, Inc.)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of April 1, 2014, by and between the City of Huntington Park, a municipal corporation (hereinafter, "City"), and Lan Wan Enterprise, Inc., a California Corporation (hereinafter, "Consultant"), is made and entered into this **6th day of April, 2015**. For the purposes of this Amendment, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably.

RECITALS

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

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

WHEREAS, the City desires to continue the following additional professional services: network support and maintenance services; and

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

WHEREAS, an Amendment is permissible pursuant to Sections 3.1 and 9.3 of the Master Agreement, provided that it is in writing and executed by both Parties; and

WHEREAS, the execution of this Amendment was approved by the Huntington Park City Council at its Regular Meeting of April 6, 2015.

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

1. Section 3.1 (Term) is amended in part to read as follows:

The term of the Master Agreement is hereby extended for an additional period commencing from April 1, 2015 and expiring on April 1, 2016 (the "Term"). Nothing in this

Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. Section 2.1 (Compensation) is hereby amended in part to read as follows:

Consultant's total compensation for the performance and completion of all of the work specified in the Scope of Work, which is part of the Master Agreement and attached hereto as Exhibit A, shall not exceed the lump sum of EIGHTY FOUR THOUSAND DOLLARS ($84,000.00) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials and tools that are customary and necessary to competently carry out the work required with regard to the Scope of Services, and in a manner that is consistent with the Consultant's line of business. The Parties may agree to have Consultant complete Extra Work (work not specified in the Scope of Work) pursuant to the terms set forth at Section 4 of this Amendment.

3. A new Section 8.13 (Insurance) is hereby added to read as follows:

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, or damages in property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employee or subcontractors. As respects Errors and Omissions, coverage must be maintained, and evidence provided, for two years following the expiration of this contract.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001)

B. Insurance Services Office form number CA0001 covering Automobile Liability, code 1 (any auto).

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Professional Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

A. General Liability: $ 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit or $2,000,000. Products/Completed Operations aggregate shall apply separately to this

contract/agreement or the aggregate limit shall be twice the required per occurrence limit.

B. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance

D. Professional Liability: $1,000,000 per occurrence.

Other Insurance Provisions

The insurance policies required per the terms of the contract are to contain, or be endorsed to contain, the following provisions:

A. The City of Huntington Park, its officials, employees and agents are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned leased, hired or borrowed by the Consultant. The general liability coverage shall also include contractual, personal injury, independent Consultants and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees and agents. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

B. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its subsidiaries, officials, employees and agents. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

D. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of the City.

E. Professional Liability insurance shall be continued, and evidence provided to the City, for two years following the expiration of the contract or, tail coverage provided for two years in the event of cancellation or non-renewal.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and amounts over $25,000 approved by the City.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers approved by the California Department of Insurance, or non-admitted carriers registered to do business in California. All carriers must have a current A.M. Best's rating of no less than A-/VII, unless otherwise approved by the City.

Verification of Coverage

Consultant shall furnish the City with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the City before work commences. If requested by the City, Consultant shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. Consultant shall annually submit re-verification documentation to demonstrate that the initial coverages remain in full force and effect.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If requested by the City, Consultant shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

4. Extra Work. Consistent with section 2.1 of the Master Agreement, City shall have the right at any time during the performance of the services, without invalidating this Amendment or Master Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in compensation, which adjustments are subject to the written approval of the Consultant. Extra Work identified for FY 15-16 is provided for in Attachment B. The City reserves the right to amend Attachment B at any time to include additional Extra Work as projects and/or technological emergencies arise.

It is expressly understood by Consultant that Extra Work shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated therein. Consultant acknowledges that it accepts the risk that the services to be provided as specified in the Scope of Work may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

5. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment and Master

Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

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

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

CITY: CITY OF HUNTINGTON PARK

By: _____
John A. Ornelas, Interim City Manager
City of Huntington Park

Date: 5-7-2015

CONSULTANT: LAN WAN ENTERPRISE, INC.

By: Zack Oweis

Date: 5/6/2015

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of April 1, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and LAN WAN ENTERPRISE, INC., a California corporation ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to network support and maintenance, as specified in the "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Proposal or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in compensation, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Proposal or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Proposal may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Proposal attached hereto as Exhibit A (the "Contract Sum").

2.2 Method of Payment. Unless otherwise provided in the Proposal, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

SECTION THREE: TERM

3.1 Term. The term of this agreement shall commence on April 1, 2014 and remain in effect continuously through April 1, 2015 (initial term), unless terminated in accordance with the provisions of this Agreement. This Agreement may be extended upon mutual agreement by both parties (extended term).

3.2 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 3.3 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to termination.

SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. Rami Dababneh is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be the City Manager or such other person as may be designated by the City Manager. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract

Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

SECTION FIVE: INDEMNIFICATION

5.1 Indemnification. Consultant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.1.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.1.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

5.1.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION SIX: RECORDS AND REPORTS.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all

subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

7.1 All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub-Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 3.2.

8.8 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of

Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.9 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.10 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.11 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.12 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

SECTION NINE: MISCELLANEOUS

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK
Attention: City Manager
6550 Miles Avenue
Huntington Park, CA 90255

To Consultant: LAN WAN ENTERPRISE, INC.
17500 Red Hill Ave. Suite 120
Irvine, CA 92614-5680

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:

CITY OF HUNTINGTON PARK

By: _____

City Manager, City of Huntington Park

CONSULTANT:

LAN WAN ENTERPRISE, INC.

By: _____

Rami Dababneh, LAN WAN Enterprise

ATTEST:

By: _____

Sr. Deputy City Clerk, City of Huntington Park

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____

City Attorney, City of Huntington Park

EXHIBIT A

PROPOSAL

It is anticipated that all technicians work will be performed at client's facility main location (6550 Miles Avenue Huntington Park, CA 90255), including client's 5 satellite offices, namely Park & Recreation, Field Services, Freedom Park, Raul R. Perez Park and Huntington Park Community Center. Total of 60 clients/ 6 servers / Firewall / Router / 8 Network Printers. City of Huntington Park is seeking the assistance of a network support firm to provide onsite and remote technical support. The support is to include all network devices including servers, desktop computers, laptop, and printers.

The number of users in the Huntington Park, office does not justify the investment in a full time network administrator. LWE Inc. is able to provide network administration services on a part time basis, tailored to the needs of City of Huntington Park, LWE is pleased to offer the following network support and maintenance services. The following is a statement of the scope of work and service level requirements.

A. Scope of Work

LWE will utilize a combination of onsite (Sites mentioned above) and remote management tools to support the users and the network at the City of Huntington Park at 6550 Miles Avenue Huntington Park, CA 90255 and all mentioned above remote locations. The services will include the following:

- **System Administration:** LWE will provide administration services to include all servers, user accounts, LWE will perform all of the regular server maintenance items that are required for a reliable network. LWE will update operating system software patches to ensure system performance and integrity.
- **Network Administration:** LWE will support all network devices such as routers and Internet access, firewalls, and monitor network performance.
- **User Account Administration:** LWE will manage all user accounts to ensure proper access to network resources for local users and remote users.
- **Desktop Support:** LWE will support all computer workstations, and laptop. LWE will troubleshoot hardware and software related problems, and manage system warrantees.
- **User Support & Training:** LWE will respond to user issues, and resolve all technology related problems. LWE will also train employees as needed to ensure full utilization of the available technology.
- **Virus Protection:** LWE will monitor virus definitions on a daily basis. The updates will be pushed out to the users. Regular virus protection updates are required to ensure that the network is safeguarded against malicious attacks.

- **Firewall Maintenance:** LWE will maintain the integrity of the firewall by conducting regular audits. LWE will also develop a firewall upgrade path that is cost effective, while providing greater security.
- **System Backup:** LWE will maintain the current backup systems and provide suggestions. LWE will configure a backup system to automate the backup process. Backups should be done daily. LWE will also suggest a disaster recovery plan, to ensure that the data is recovered quickly.

B. Service Level

LWE will utilize a combination of onsite services, remote monitoring, and remote support, to fully support City of Huntington Park network, while maintaining control over costs. It is estimated that **$7,000** per month of service with these hours being offsite (Remote Monitoring) and onsite (Onsite Support) in order to maintain the reliability and integrity of the City of Huntington Park network, while providing a reasonable level of response time to user (City of Huntington Park) problems.

1. **Onsite Support.**

   LWE systems engineers will be onsite 16 hours a week, 3 days a week, 8 hours one day, and two days of 4 hours each, at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. LWE will focus on asset information capture and administration. In addition to the on site service, LWE will monitor the network remotely, as described below.

2. **Remote Monitoring.**

   LWE will monitor the City of Huntington Park network remotely on a daily basis. Remote monitoring includes:
   - Daily check of system Backup logs
   - Monitor Health of the servers
   - Monitor health of the firewall
   - Monitor health of the Router
   - Monitor health of the Virus Protection software for all servers and all workstations to ensure that there were no errors, and security breaches attempted.

3. **Remote Support.**

   In the event that a problem surfaces, or if a user needs account administration support during a time that LWE is not scheduled to be onsite, LWE will remote control the servers, and the workstations and troubleshoot most network systems. LWE offers 8 hours of remote (off-site) support per month as part of the monthly service fees.

In the event that remote control utilities are not sufficient to resolve the problem, LWE will provide onsite engineering services the same or next business day to address the problem on a Time and Material basis with an hourly rate of $120\hour + traveling fees of $60\visit.

Additional engineering services that are beyond the scope of network maintenance and support mentioned in B.1, B.2 and B.3 (1.Onsite Support, 2. Remote Monitoring and 3. Remote Support) will be provided on a time and material basis, at $120.00 per hour rate. The rates are fixed on the skill set that is required rebuilding a server or for future projects that are beyond support services.

Attachment "B"

Extra Work
FY 14-15

Consistent with Section 2.1 and 4, Extra Work for FY 15-16 shall include the following activities in addition to those requirements within the Scope of Services.

A. Upgrade of the servers' operating system

B. Upgrade of other hard and software as required with upgrade of operating system

C. Point-to-point wireless communication

Compensation for Extra Work is outside the Contract Price and will be compensated separately but within the constraints as outlined within Section 2.1.

4838-8391-8371, v. 1

CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

October 20, 2015

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

Dear Mayor and Members of the City Council:

APPROVAL OF EXPENDITURE FOR HOLIDAY DECORATIONS ON PACIFIC BOULEVARD

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the use of City Art Funds budgeted in FY 2015/16 for the installation, removal, cleaning and storage of city-owned holiday decorations on Pacific Boulevard;

2. Review list of vendors and cost to provide installation, removal, cleaning and storage of city-owned holiday decorations; and

3. Authorize the Department of Parks and Recreation to use City Art Funds to solicit Dekra-Lite as a sole source provider for the installation, removal, cleaning and storage of city-owned holiday decorations and waive the formal bidding requirements, allowable under Huntington Park Municipal Code, section 2-2.12(i).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled meeting of November 3, 2014, City Council approved the use of City Art Funds for the purchase of holiday decorations for Pacific Boulevard from Dekra-Lite. Staff purchased 15 over the street decorations of garland and bows and 18 Candy Cane Pole Mounts with a garland wrap, for a total cost of $34,681. The purchase of these decorations included the installation, removal, cleaning and storage of the newly city-purchased holiday decorations.

During the October 6, 2015 Council meeting, staff requested approval for the use of City Art Funds ($17,535) to have Dekra-Lite install the decorations purchased in 2014. However, per Council, staff was directed to vet different companies and determine if there was a more cost-effective way to install, remove, clean and store the holiday decorations.

Staff vetted the vendors listed in the table below, identified their scope of services and their cost for service.

Vendor	Cost	Items included in cost…
Advance Decor	$19,485	1. Installation & removal – 18 pole mounts 2. Installation & removal – 15 garlands
German De La Cruz	$19,041	
Magical Holiday Designs	$14,333	1. Install & removal – 18 pole mounts 2. Install & removal- 30 garlands *Will consider storage for an additional $1,600.00*
Public Works Department	$18,770	1. Installation & removal – 18 pole mounts 2. Installation & removal – 30 garlands 3. Storage in city yard
Dekra - Lite	$17,535	1. Installation & removal – 18 pole mounts 2. Installation & removal – 15 garlands 3. Storage in climate control facility of 18 pole mounts + 15 garland 4. Cleaning and refurbishing of 18 pole mounts + 15 garland

After review of the provided estimates, staff determined that vendors, other than Dekra-Lite, only offer installation and removal services for these types of over the street decorations. Only Dekra-Lite offered to install and decoration removal service, as well as included the cost to store the decorations in a climate controlled facility, which increases the life-span of the decorations from 2 – 3 years to about 6 – 7 years. Dekra-Lite also cleans and refurbishes the decorations after each use.

Soliciting the complete services of Dekra-Lite, will allow the City to save the expense of purchasing new holiday decorations within the next two years. A total of $13,623.35 in Public Works overtime costs would be saved and it would alleviate having to have several staff perform the work late at night and not be able to complete regularly assigned duties. Taking on this project, per the Public Works Superintendent, would leave their department understaffed for two days during the set up and then again during removal.

FISCAL IMPACT/FINANCING

The funding of $17,535 for this service is included in the FY 15-16 budget in account number 232-5010-419.73-10, City Art Fund. No additional appropriation is needed at this time.

LEGAL AND PROGRAM REQUIREMENTS

1. Authorization for use of City Art Funds - Municipal Code 9-3.1715(c).
   Per municipal code 9-3.1715(c), Council must approve expenditures from the City Art Fund.

2. Purchase Order Requirements and Procedures - Sole Source Purchases.
   The City Attorney has confirmed that based on the unique skills, direct benefits and cost savings to the City, Dekra-Lite is recommended as a sole source vendor and if this item is approved with a majority vote of the City Council, the formal bidding requirements may be waived pursuant to Huntington Park Municipal Code 2-2.12(i).

CONCLUSION

Upon Council approval, staff will request a Purchase Order in the amount of $17,535 and work with Dekra- Lite to install, remove, store and clean the city-owned Holiday Decorations.

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

Josette Espinosa
Director of Parks and Recreation

ATTACHMENT(S)

A: Dekra-Lite Proposal
B: Vendor Estimates

Magical Holiday Designs

11109 Armour Ave.

Beaumont, Ca. 92223

800-608-1980 office

562-900-0307

October 13, 2015

City of Huntington Park

6500 Miles Ave.

Huntington Park , Ca. 90255

Attention: Josette Espinosa

323-695-9648

jespinosa@hpca.gov

Scope of work

Install city owned holiday décor for 2015

All hardware is provided by the city

30- overhead Garland skyline

18-6' tall candy cane pole mounts with silver garland

Includes install and removal

Includes 65'boom lift rental

Dekra-Lite™
Decoration Innovation

3102 W. ALTON AVE.
SANTA ANA, CA 92704
Phone: (714) 436-0705
Fax: (714) 436-0612

Proposal

PRP059430

TO

City of Huntington Park
Attn: Josette Espinosa
3401 E. Florence
Huntington Park, CA 90255
USA
Phone: (323) 584-6216 Fax:

SHIP TO

Josette Espinosa
Attn: Josette Espinosa
3401 E Florence
Huntington Park, CA 90255
USA

Customer P.O. Number	
Quote Date	2/5/15
Ship Date	11/1/15
Account Rep	George Livermore
Ship Via	INSTALL
F.O.B.	Santa Ana
Payment Terms	50/50
Sales Tax Code	LOS ANGELES
Customer ID:	HUN022

Line	Product ID	Description	UOM	Qty	Unit Price	Tax	Extended
1	LABORIRS	Labor Installation removal & storage services	Each	10	$145.00	N	$1,450.00
		(10) Candy Cane Pole Mounts and Red Garland Pole Wrap					
2	LABORIRS	Labor Installation removal & storage services	Each	15	$995.00	N	$14,925.00
		(15) 40' Classic Bow Skyline with 24" and 18" Red Structural Bows					
3	LABORIRS	Labor Installation removal & storage services	Each	8	$145.00	N	$1,160.00
		(8) Candy Cane Pole Mounts with Holly and Red Garland Pole Wrap					

Terms & Payment Notes

Install Date: Nov. 1-25, 2015
Removal Date: Jan. 5-19, 2016

Install - $9,644.25
Remove $4,383.75
Storage $2,630.75
Refurbish $876.00

Sub-Total	$17,535.00
Misc. Fees	0.00
Freight	0.00
Discount	0.00
Tax	$0.00
Total	**$17,535.00**

ACCEPTED BY DATE

AUTHORIZED SIGNATURE DATE

NAME

German De La Cruz Dé

832 Garfiled Blvd
Santa Ana, CA 92701
714-654-5658

Proposal

Date: 9/28/2015

Customer
City of Huntington Park
3401 East Florence Ave
Huntington Park, Ca

Job Address
Overhead Instlaltion
in Huntington Park

Contact: German De La Cruz

Payment Terms: Invoice Upon installation

Ship Via: Installation

Notes: 2015 Installation

Qty. Ordered	Description	Unit Price	Total Price
18	Pole Mount Installation and removal	$142.00	$2,556.00
15	Installation and removal of streamers	$1,099.00	$16,485.00
	Sub Total:		**$19,041.00**
	***Shipping & Handling:**		$0.00
	***Tax:**	labor	
	Grand Total:		**$19,041.00**

* Tax, Shipping & Handling when applicable only

Special Instructions: _____

Purchaser: _____

Authorized Signature: _____ **Date:** _____

Advance Décor

1848 W. 17th Street

Santa Ana, CA 92706

(714) 235-8795

Proposal

Date: 9/25/2015

Customer

City of Huntington Park

3401 East Floraence Ave

Huntington Park, Ca

Job Address

Delivery to city install locations

in Huntington Park

Contact: Luis Bautista

Payment Terms: Invoice Upon delivery

Ship Via: Installation

Notes:

Qty. Ordered	Description	Unit Price	Total Price
18	Pole Mount Installation and removal	$145.00	$2,610.00
15	Installation and removal of streamers	$1,125.00	$16,875.00
	Sub Total:		$19,485.00
	***Shipping & Handling:**		$0.00
	***Tax:**		
	Grand Total:		$19,485.00

* Tax, Shipping & Handling when applicable only

Special Instructions:

Purchaser:

Authorized Signature:

Date:

CITY OF HUNTINGTON PARK
PUBLIC WORKS DEPARTMENT
Christmas Decoration Installation & Removal
Job Cost

PERSONNEL

DATE	JOB DESCRIPTION	HOURS	REG RATE	OVERTIME RATE	# OF STAFF	CLASSIFICATION	SUB TOTAL	GRAND TOTAL
11/6, 7 & 8/2015 Friday, Saturday & Sunday 9 PM.- 6 AM.	Installation of Christmas decorations on Pacific Blvd. between Florence Ave. & Slauson Ave.	26		$37.19	3	Maintenance Worker	$2,900.82	
		26		$48.65	1	Electrician	$1,264.90	
		26		$49.37	1	PW Supervisor	$1,283.62	
1/8, 9 & 10/2016 Friday, Saturday & Sunday 9 PM.- 6 AM.	Removal of Christmas decorations on Pacific Blvd. between Florence Ave. & Slauson Ave.	26		$37.19	3	Maintenance Worker	$2,900.82	
		26		$48.65	1	Electrician	$1,264.90	
		26		$49.37	1	PW Supervisor	$1,283.62	
						Sub Total	**$10,898.68**	
						25.0%Overhead	**$2,724.67**	
						PERSONNEL TOTAL	**$13,623.35**	**$13,623.35**

EQUIPMENT	TYPE	HOURS	HOURLY RATE		
Boom Lifts	Two 65' boom lifts @ $375.00 per. Day. (for installation).	18	$1,500.00	$3,897.00	
Boom Lifts	Two 65' boom lifts @ $375.00 per. Day. (for removal).	18	$1,500.00		
Boom Lifts	Additional day rental of 2 lifts @ $375 each.	16	$750.00	$750.00	
				EQUIPMENT TOTAL **$4,647.00**	**$4,647.00**

MATERIALS		QTY.	RATE		
Straps & hooks	Supplies for bracing decorations in place.		$500.00	$500.00	
				MATERIAL TOTAL **$500.00**	**$500.00**
				TOTAL COST	**$18,770.35**

TOTAL OVERTIME PERSONNEL COST **$13,623.35**

PREPARED BY: Juan A. Preciado
DATE: 10-13-2015

Rev: 2-03-10

LGP EQUIPMENT RENTALS INC.

5545 E. GAGE AVE.
BELL GARDENS CA 90201

Estimate

Date	Estimate #
9/29/2015	345

Name / Address

CITY OF HUNTINGTON PARK
MR. JUAN PRECIADO
6900 BISSELL STREET
HUNTINGTON PARK CA 90255

Project

Description	Qty	Rate	Total
S-65 BOOMLIFT	4	375.00	1,500.00T
Damage Waiver 10% of rental.	0.1	1,500.00	150.00T
Delivery & Pick Up	1	150.00	150.00
S-65 BOOMLIFT	4	375.00	1,500.00T
Damage Waiver 10% of rental.	0.1	1,500.00	150.00T
Delivery & Pick Up	1	150.00	150.00

Thank you for your business.

Subtotal	$3,600.00
Sales Tax (9.0%)	$297.00
Total	$3,897.00

CITY OF HUNTINGTON PARK

Huntington Park Police Department
City Council Agenda Report

October 20, 2015

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

Dear Mayor and Members of the City Council:

APPROVAL OF ORDINANCE AMENDING CHAPTER 1 OF TITLE 6 OF THE HUNTINGTON PARK MUNICIPAL CODE, REGARDING REGULATIONS OF DOGS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Waive further reading and introduce Ordinance No. 944-NS, Amending Ordinance No. 1394 NS and Repealing and Replacing Article 2. of Title 6, Chapter 1, Relating to Regulations of Dogs;

2. Amend the City Fee Schedule to include a reduced dog license fee for dog owners who provide proof of micro-chipping and micro-chipping registration; and

3. If approved, direct staff to prepare documents and proceed with a protocol for barking dogs and establish a permit process and appeal hearing procedure for dangerous dogs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Over the years, the dog population in our City has become challenging to manage. Our Animal Control Division impounds hundreds of dogs yearly and transports them to our contracted sheltering facility where they must be held a minimum of five days before they are put up for adoption, or euthanized if they are not reunited with their owners.

Many missing and lost pets are never reunited with their owners. The City is consequently left with the financial burden of sheltering the dogs at our contracted County facility. Staff research revealed that many of our neighboring communities have passed laws and regulations mandating the spade and neutering of dogs, as well as, mandatory micro-chipping.

The spaying and neutering is intended to provide a long-term benefit of controlling the over-population of dogs in the City. The intended results of mandatory micro-chipping, is to assist staff with reuniting dogs with their owners and reducing the sheltering time. This will render a cost savings to the City.

As an incentive, the amended ordinance will offer dog owners a reduction in the cost of a dog license, once proof of both actions (spay/neuter & micro-chipping) is provided to the City.

In conjunction with the aforementioned changes, staff also determined that the barking dog violation portion of the ordinance needed to be updated. This type of violation has been the most complex and difficult to address since our existing code is unclear and does not provide the Animal Control Division the proper tools or methods to address most barking dog complaints. By providing clarified language, to more accurately describe the circumstances that constitute a violation, our citizens can receive an effective response to their complaint. The new required inspection and written notification by the Animal Control Staff should result in better cooperation with all involved parties. A request for an office conference and notification to the dog owner, property owner and reporting party (see attachment 3) takes a more proactive approach and will provide better involvement from all those involved.

The final amended section of this code involves dangerous dogs. The previous language was also vague and unclear and staff decided to follow the California Code for dangerous dogs in revising the ordinance, since it has a comprehensive definition for what constitutes a dangerous dog. In addition, it has a developed due process protocol that ensures that the dog owner was properly protected. The due process hearing will determine if the animal qualifies as a dangerous dog; whereby, a set of guidelines, being developed by Staff, will require the dog owner to register and provide proof of liability to help ensure the public's safety. This notice of determination is a yearly registration process which will require a visitation and inspection of the dog owner's property by Animal Control, who will verify all conditions needed for public safety are in place and that they meet the criteria defined in the ordinance if the dog is to reside in our City.

In summary, the amendments presented will improve and update our animal regulation ordinance. The major changes being considered for your approval are;

a) Mandatory micro-chipping of all dogs in the City;
b) Reduced dog license fees for those providing proof of both spay and neutering and micro-chipping of their dogs;
c) Improved ordinance language and correspondence notifying all parties of reported barking dog complaints;
d) Improved ordinance language and protocol including mandatory yearly registration for any dog found to meet the definition of our dangerous dog ordinance.

The amendment changes and additions specified above were created to support and conform to similar policies in other municipalities which have shown to be successful and financially beneficial to its residents and their pets.

FISCAL IMPACT/FINANCING

Current dog license fees are as follows:

1. Non-spayed/neutered animals $32.56
2. Spayed/neutered animals $16.28
3. Dog licenses for seniors $8.14

The proposed fee changes are as follows:

1. Non-spayed/neutered animals $32.56
2. Spayed/neutered animals $32.56
3. Dog licenses for seniors $8.14
4. Microchip only $32.56
5. Microchip and spayed/neutered $16.28

The major effort intended is to get dog owners to do both, spade/neuter and micro-chip their dogs, which is why a proposed 50% reduction in license fees is offered when dog owners perform both actions.

The overall dog license revenue generated for FY 2014-2015 was $26,028.00. The sheltering fees for FY 2014-2015 averaged about $7,800.00 a month ($93,600 average for the year). It is anticipated that the mandated spay/neutering and micro-chipping requirement will begin to pay dividends before the end of the fiscal year. This is based on the fact that mandatory spay/neutering will produce less offspring; therefore, less dog over-population. In conjunction with this, the mandatory micro-chipping will allow Animal Enforcement Officers to return lost or stray dogs to their rightful owners instead of being taken to the shelter, resulting in lower sheltering fees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to HPMC Section 6-1.202(a), the City Licensing Authority is authorized to promulgate rules and regulations for this article whenever required by public necessity and general welfare, in order to protect and promote the health, safety and welfare of residents and other persons in the City.

CONCLUSION

Once approved, the Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Ordinance No. 944-NS
B. Ordinance No. 1394
C. Ordinance No. 1629
D. Ordinance No. 400

ORDINANCE NO. 944-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, REPEALING AND REPLACING ARTICLE 2 OF TITLE 6, CHAPTER 1 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO THE REGULATION OF DOGS

WHEREAS, the purpose of this ordinance is to protect and promote the health, safety, and welfare of residents and other persons in the City; and,

WHEREAS, the City has concluded that it could better serve the public's interests by revising regulations for dogs that are currently part of the Huntington Park Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. Short title. This Ordinance shall be known as the "Regulation of Dogs" Ordinance.

SECTION 3. Purpose. This Ordinance is intended to affirm, ratify and memorialize the City's commitment to protect and promote the health, safety, and welfare of residents and other persons in the City.

SECTION 4. Title 6, Chapter 1, Article 2 of the Huntington Park Municipal Code is renamed to read: "Regulation of Dogs."

SECTION 5. Title 6, Chapter 1, Article 2 [Regulation of Dogs] of the Huntington Park Municipal Code is hereby revised to read in its entirety as follows:

Article 2. Regulation of Dogs

Part 1 – General Provisions

6-1.201 – Definitions.

For the purposes of this article, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

(a) "Animal Control Officer" refers to personnel of the Department or other person assigned by the Animal Control Manager to enforce the regulations in this article.

(b) "Animal Control Manager" means the police chief, or a designee thereof. "Animal Control Manager" shall also include the director, or a designee, of another City department or contract service provider that is approved by the City Manager and/or City Council to replace the Police Department in the future enforcement of this article.

(c) "At Large – Public Property" refers to a dog that is on City-owned real property (including but not limited to: roadways, alleys, parkways and sidewalks) that is not securely restrained by a substantial leash, cord, or chain of six feet or less and under the direct control of a competent person over the age of eighteen (18) years. "City-owned" includes real property the City leases that is open to the public and any private property on which the City has an easement that is otherwise open to the public.

(d) "At Large – Private Property" refers to a dog that is in a common area on a non-residential parcel of land or in a common area on a multi-residential parcel of land that: (i) is not securely restrained by a substantial leash, cord, or chain of six feet or less and under the direct control of a competent person over the age of eighteen (18) years; or, (ii) not kept in an enclosure that is sufficiently adequate to prevent it from endangering the life or limb of any person lawfully entering such parcel of land. As used herein, "common area" includes non-exclusive places on a

parcel of land that may be entered by: (i) occupants; or, (ii) guests and invitees of occupants; or, (iii) members of the public; or, (iv) persons intending to provide services to the owner or occupant of the property, examples of which include but are not limited to: letter carriers, couriers, repairpersons, waste collectors and/or utility representatives.

(e) "Barking" means sound or noise that a dog makes due to barking, baying, crying, growling, howling, yelping, whining, or in some other manner.

(f) "City" means the City of Huntington Park.

(g) "Code" means the Huntington Park Municipal Code.

(h) "County" means the County of Los Angeles.

(i) "Day" or "Days" as used in this article shall mean calendar day or calendar days, respectively, unless otherwise expressly provided. The time in which any act provided by law is to be done is calculated by excluding the first day and including the last, unless the last day is a City-observed holiday or falls on a weekend, and then it is also excluded.

(j) "Department" means the Police Department, or a division thereof, that is currently charged with enforcing the regulations in this article, except as otherwise provided for herein. "Department" shall also include another city department, or contract service provider, that the City Manager and/or the City Council assigns to take over enforcement duties of this article in the future.

(k) "Dog" means any domestic animal of any age or gender that is a member of the canine family.

(l) "Domestic Animal" means any animal tamed to live and breed in close association with human beings such that the animal loses its ability to live in the wild.

(m) "Enclosure" means a barrier or structure suitable to confine a dog. Enclosures shall be designed to prevent the dog from escaping. The dog shall be housed pursuant to Section 597t of the California Penal Code, or a successor statute. Section 597t of the California Penal Code presently states as follows:

> Every person who keeps an animal confined in an enclosed area shall provide it with an adequate exercise area. If the animal is restricted by a leash, rope, or chain, the leash, rope, or chain shall be affixed in such a manner that it will prevent the animal from becoming entangled or injured and permit the animal's access to adequate shelter, food, and water. Violation of this section constitutes a misdemeanor. This section shall not apply to an animal which is in transit, in a vehicle, or in the immediate control of a person.

(n) "Health Officer" means the County Health Officer or his or her authorized deputy, agent, or representative, or such other person as the City Manager and/or City Council shall designate in place of such County official.

(o) "Hearing Officer" means an employee of a City department other than the Police Department, or another person who is not a City employee, that the City Manager designates to hear appeals that are brought pursuant to this article.

(p) "Impound" or "Impounded" means a dog that has been placed in the custody and care of the Shelter, or another facility or place as approved in writing by the Animal Control Manager.

(q) "Kennel" means, any building, enclosure, facility, parcel, structure or premises whereon or wherein four (4) or more dogs that are over the age of four (4) months are kept, boarded or maintained for any commercial or noncommercial purpose. Pet stores/shops and

other establishments that offer dogs for sale or adoption, grooming establishments and veterinary offices/hospitals operated by veterinarians that comply with all provisions of the Code and State laws are excluded from the definition of a kennel. For purposes of ascertaining their number, the following shall be included: (i) dogs licensed to the kennel operator or owner as well as to other persons and, (ii) unlicensed dogs.

(r) "Keep," "Keeping" or "Kept" mean caring for, controlling, harboring, owning, possessing, having custody of or being responsible for a dog.

(s) "Licensing Authority" shall mean the City's Finance Director who is authorized or designated to issue dog licenses and tags to persons who have complied with this article. "Licensing Authority" may also include other City employees or contract service providers who are assigned by the City Manager and/or the City Council to perform these services.

(t) "Owner" means any human being or other person or entity that owns, harbors, cares for, controls, is responsible for, keeps, possesses, has custody of, or who has title to, or an interest in, a dog. Owners include their agents and representatives, as well as officers of corporations, managers or members of limited liability companies, trustees, partners and principals of entities that are owners.

(u) "Potentially Dangerous Dog" means any of the following:

(i) Any dog which, when unprovoked, on two separate occasions within the prior 36-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of its owner.

(ii) Any dog, which, when unprovoked and off the property of its owner, causes physical injury to a person that does not constitute a severe injury as defined in this article.

(iii) Any dog that has been declared by the City or any other Federal, State, or Municipal Agency or Animal Control service provider to be a "Potentially Dangerous Dog," or other similar designation.

(v) "Service Dog" is a guide dog or seeing-eye dog which was trained by a person licensed under Chapter 9.5 (commencing with Section 7200) of Division 3 of the California Business and Professions Code, a signal dog or other dog individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or fetching dropped items.

(w) "Shelter" means a City-approved facility with one or more locations where impounded dogs are kept and other services are, as approved by the City Manager or City Council, provided to dogs. Shelters may be contract service providers, whether government agencies or otherwise.

(x) "State" means the State of California.

(y) "Vaccination" or "vaccination against rabies" means the inoculation of a dog with a vaccine that has been approved by the California Department of Public Health, or another approved public agency or authority.

(z) "Veterinarian" means a person possessing a current license in the State of California or another state to practice veterinary medicine.

(aa) "Vicious Dog" means any of the following:

(i) Any dog seized under Section 599aa of the Penal Code and upon the sustaining of a conviction of the owner under subdivision (a) of Section 597.5 of the Penal Code.

(ii) Any dog which, when unprovoked, inflicts severe injury on or kills a

human being or a domestic animal. As used herein, "Severe Injury" means any physical injury to a human being or domestic animal that results in muscle tears or lacerations, or that requires surgery, or that results in wounds needing to be closed or sealed, whether by sutures, staples or in some other manner.

(iii) Any dog that has been declared by the City or any other Federal, State, or Municipal agency or Animal Control service provider to be a "Vicious Dog" or other similar designation.

(iv) Any dog that has previously been determined to be potentially dangerous, which thereafter assaults, injures or severely injures another person or domestic animal.

6-1.202 – Rules and Regulations.

(a) The Licensing Authority is authorized to promulgate rules and regulations governing Part 2 of this article, which regulations shall have the force of law.

(b) The Animal Control Manager is authorized to promulgate rules and regulations governing Parts 1, 3, 4, 5 and 6 of this article, which rules and regulations shall have the force of law.

(c) Copies of regulations shall be available for inspection by the public in the Offices of the City Clerk, Licensing Authority, or Animal Control Manager during regular business hours.

(d) The Department may cause such rules and regulations to be posted on a City website for examination by the public.

6-1.203 – Prohibitions.

(a) No owner shall allow a dog to be at large on private property or on public property at any time.

(b) No owner shall keep or suffer any dog on premises in Huntington Park that has been determined to be vicious by the City or another jurisdiction.

(c) No owner shall keep or suffer any dog on premises in Huntington Park that has been determined to be potentially dangerous by another jurisdiction.

(d) No owner shall keep or suffer any dog on premises in excess of the number allowed pursuant to Title 9 [Zoning] of the Code.

(e) No owner shall cause, allow, permit or suffer a dog to defecate upon public property or private property not owned or possessed by the owner. No owner shall cause, allow, permit or suffer feces of its dog to remain upon any public property or private property. In such instances an owner shall immediately and securely enclose all feces deposited by the dog in a bag, wrapper, or other container and dispose of it in a lawful and sanitary manner. Failure of an owner to carry a bag, wrapper or container at the time his or her dog defecates is a violation of this subpart. Owners with impaired or no vision whose service dog defecates on public or private property not owned or possessed by them shall be exempt from this prohibition.

(f) No owner shall fail to comply with any requirement of this article, or violate any provision of this article, or otherwise violate any other provision of this Code pertaining to dogs.

(g) No owner shall fail to comply with any rule or regulation that is established pursuant to Section 6-1.202.

(h) No owner or permit holder shall fail to comply with any condition that is imposed pursuant to this article.

(i) No owner shall fail to comply with any requirement of State or County law, or otherwise violate any provision of State or County law, that pertains to dogs.

6-1.204 – Public Nuisance.

Any violation of Section 6-1.203 constitutes an unlawful public nuisance. No owner shall cause, allow, maintain, or suffer a public nuisance, whether by action or inaction. The City may exercise any remedy allowed by law to abate a public nuisance.

6-1.205 – Violations and Penalties.

(a) Any person violating any provision of this article shall be guilty of a misdemeanor punishable in accordance with the provisions of Section 1-2.01 of the Code.

(b) Owners who cause, allow, maintain, or suffer a violation of Section 6-1.203 also incur civil liability. The City may initiate a civil and/or injunctive action in the Los Angeles Superior Court against any such owner.

(c) Owners who commit a violation of Section 6-1.203 are also subject to administrative fines imposed in accordance with Title 1, Chapter 5 [Administrative Citations] of the Code.

(d) Violations of Section 6-1.203 may also result in the revocation of dog licenses pursuant to Section 6-1.206.

(e) The City's remedies are cumulative and may be concurrently exercised.

6-1.206 – Revocation of Dog License(s).

(a) The Department may initiate an administrative action to seek a revocation of a dog license when it has cause to believe a violation of Section 6-1.203 has been committed, or may have been committed.

(b) The Department may seek to revoke an owner's licenses for multiple dogs in a single or multiple administrative action(s) if it has cause to believe the owner has, or may have, committed a violation of Section 6-1.203 with regard to one dog.

(c) "Parties" to a hearing include owner(s) and the Department.

(d) Commencement of an administrative action pursuant to this section shall occur when the Department issues a Notice of Hearing to Revoke a Dog License or Licenses by first class mail to an owner, which contains at least ten (10) days advance notice of the date, time and place of a hearing before a Hearing Officer. A notice shall be sent to the address of the owner as stated in the most recent license application. Failure of an owner to receive a properly addressed notice shall not invalidate the outcome of an administrative action. A notice may pertain to more than one dog of an owner.

(e) The Department may request any complainants and/or witnesses to attend a hearing.

(f) A Notice of Hearing to Revoke a Dog License or Licenses shall contain the following additional information:

(i) The name(s) and license number(s) of the dog(s) that is/are subject to the administrative action.

(ii) The reason(s) or ground(s) for why the Department has commenced an administrative action.

(iii) Notice that the Parties as well as any complainants and/or witnesses shall be given an opportunity to present evidence, and to call and/or cross-examine witnesses.

(iv) Notice that the Parties may obtain one postponement of the initially scheduled hearing if the City Clerk's Office receives a dated/signed written request for a postponement at least two business days prior thereto. In that event, the Department shall issue a Notice of Continuance by first class mail to an owner, which contains at least ten (10) days advance notice of the date, time and place of a hearing before a Hearing Officer.

(v) Notice that the Hearing Officer may continue the hearing from time to time at the election of the Hearing Officer.

(vi) Notice that the hearing will not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence will be admissible, regardless of the existence of any law or statute that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be alone sufficient to support a finding unless it would be admissible over objection in civil court actions.

(vii) Notice that the burden is on the Department to show by a preponderance of the evidence that cause exists to revoke the license of any of the dogs subject to the administrative action.

(viii) Notice that failure of an owner to attend a hearing shall not preclude the Hearing Officer from proceeding with the hearing, receiving evidence, and issuing a Notice of Decision.

(g) The Hearing Officer shall, within fifteen (15) calendar days of the conclusion of any hearing, issue a Notice of Decision by first class mail to the owner(s) and the Department that includes the following:

(i) A summary of the evidence, including oral testimony.

(ii) Findings of fact with regard to each instance of cause, or the absence of cause, to revoke a dog license due to a violation of Section 6-1.203.

(iii) A statement that the license has been revoked, effective immediately, provided the Hearing Officer has determined causes exists for the revocation. The Hearing Officer may extend the revocation to all licenses of any owner if the Department's Notice of Hearing to Revoke named other licensed dogs.

(aa) An owner shall surrender the dog license and dog tag to the Department within five (5) days from the issuance date of a Notice of Decision.

(iv) A statement that the Hearing Officer's decision is final and not appealable, but that judicial review of the Hearing Officer's decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq.

(h) Unless otherwise set forth in a Notice of Determination pursuant to Section 6-1.229, an owner whose license has been revoked shall complete one of the following options within ten (10) days from the date of mailing of the Notice of Decision:

Option 1: Relocate the dog(s) to another jurisdiction and provide proof in acceptable form to the Department that, for each dog, states the name of the new owner, the address where the dog now resides, and that the new jurisdiction has issued a dog license for the dog.

Option 2: Relocate the dog(s) to another person or persons in the City, provided the new owner has obtained prior written approval from the Department for the dog as well as a new dog license and tag from the Licensing Authority. The Department shall not issue its approval if it has cause to conclude the former owner retains any interest in or responsibility for the dog(s), which determination is not appealable and shall be provided to the owner in writing. In such instances, owners shall proceed under Option Nos. 1 or 3.

Option 3: Surrender the dog(s) to the Shelter for disposition.

(i) An owner whose license has been revoked pursuant to this section shall not be entitled to obtain a dog license for the same dog from the Licensing Authority for a period of twenty-four (24) months from the date of revocation.

Part 2 – Dog License and Dog Tag Regulations

6-1.207 – License Required.

(a) No person shall own, possess, harbor, have care, custody, or control, or keep any dog over the age of four months of age within the City, without first obtaining a dog license and a dog tag from the Licensing Authority. All licenses expire by operation of law and are subject to renewal on July 1 of each year. Licenses are not transferable among owners.

(b) In order to obtain a dog license, or a renewal of a dog license, the applicant shall pay the required nonrefundable fee(s) and comply with all other requirements of this article.

(c) No owner shall be entitled to receive a dog license if the number of currently licensed dogs on the parcel meet the limit set forth in Section 9-4.103, or a successor provision, of Title 9 [Zoning] of the Code.

(d) The Licensing Authority shall not issue a dog license to any person that would result in a violation of Title 9 of the Code.

(e) Unpaid Shelter services for a dog (including but not limited to impound and boarding fees, as well as veterinarian care and services) shall constitute cause for the Licensing Authority to deny a license to an owner for that dog and any other dog until that debt is paid in full to the City.

6-1.208 – Submittal Requirements.

In order to obtain a dog license or a renewed dog license, an owner shall tender the following to the Licensing Authority:

(a) A completed application as approved by the Licensing Authority, which form an applicant shall execute under penalty of perjury.

(b) Proof in a form acceptable to the Licensing Authority that the dog has been microchipped.

(c) Unless obtaining a vaccination exemption pursuant to Section 6-1.209, a photocopy of a current and valid rabies vaccination certificate, which shall contain the following information:

(i) The name and address of the owner of the vaccinated dog;

(ii) The kind of vaccine used and the date of vaccination;

(iii) The breed, age, color and sex of the vaccinated dog;

(iv) The name, address, telephone number and state license number of the veterinarian performing the vaccination;

(v) Such other information as may be required by the Licensing Authority.

(d) A photocopy of the spay or neuter certificate for the dog in a form acceptable to the Licensing Authority, if an applicant wishes to take advantage of a reduced license fee, pursuant to Section 6-1.210 of this article.

(e) Proof the owner is a senior (i.e., at least 62 years old) in a form acceptable to the Licensing Authority, if said person wishes to take advantage of a reduced license fee, pursuant to Section 6-1.210.

Failure to comply with Subparts (a) - (c) constitutes cause for the Licensing Authority to deem the submittal incomplete, in which case a license shall not be issued.

6-1.209 –Vaccination Exemption.

(a) An owner applying for a dog license may request an exemption for up to one year from the requirement of providing proof of current vaccination when a veterinarian has determined that vaccination would endanger the dog's life due to disease, illness or other considerations. To seek an exemption, the owner shall tender a signed statement to the Licensing Authority that includes the following:

(i) A dated and signed confirmation from a veterinarian explaining the reasons why vaccination is inadvisable.

(ii) A signed statement by an owner affirming that he or she understands the consequences and accepts all liability associated with owning a dog that has not received the canine antirabies vaccine.

(b) The Health Officer shall consider each complete request for an exemption. If an exemption from the canine antirabies vaccine is granted, the Health Officer, may, pursuant to California Health and Safety Code Section 121690 (b)(5), or a successor statute, order the owner in writing to:

(i) Confine the dog to the owner's premises; and,

(ii) Keep the dog on a leash when off the premises, the length of which shall not exceed six feet and shall be under the direct physical control of an adult; and,

(iii) Keep the dog away from any other dog or cat that is not currently vaccinated against rabies. Such orders are not appealable. Exemptions shall be in writing and include an expiration date.

(c) Owners seeking an additional exemption shall comply with the requirements in this section at least sixty (60) days prior to the expiration of an existing exemption.

(d) Failure to comply with the requirements in this section constitutes cause for the Licensing Authority to deem a request for an exemption incomplete. A Notice of Denial of Exemption Request, whether based on incompleteness or a decision of a Health Officer after considering a complete request, shall be sent to the owner by first class mail. An owner shall tender a photocopy of a current and valid rabies vaccination certificate to the Licensing Authority within seven (7) days of mailing of a Notice of Denial of Exemption Request.

6-1. 210 – License Fees.

(a) Except as otherwise provided in this section, owners shall tender a nonrefundable license fee to the Licensing Authority with an application for a license or a renewed license, which fee shall be set by City Council resolution. Such fee shall be payable in advance on July 1 of each year, and a prorated amount of said fee shall be payable for any fraction of such year.

(b) Owners who satisfactorily demonstrate to the Licensing Authority that the dog has been microchipped and spayed/neutered shall be entitled to a fifty percent (50%) reduction of the license fee. Owners who satisfactorily demonstrate to the Licensing Authority that they are seniors (i.e., at least 62 years old) at the time of applying for a license shall, pay a reduced fee in an amount set by City Council resolution.

(c) The initial license fee for a dog is due at the same time as submission of an application for a dog license. Any license fee (initial or renewal) remaining unpaid for thirty (30) days after it becomes due and payable shall be subject to a penalty of fifty (50%) percent of the license fee, which is hereby imposed, and shall be paid before any license is issued for a dog.

(d) The Licensing Authority shall issue receipts to owners for dog license fees on forms approved and furnished by the Licensing Authority.

6-1. 211 – Fee Waiver for Service Dogs.

Every owner of a dog over the age of four months who submits acceptable proof to the Licensing Authority that such dog has been successfully trained as a Service Dog as defined in this article shall, upon completing the other requirements in this part, be entitled to a service dog license and a service dog tag, without paying the required license fee(s). Said license and tag shall be valid while the dog is acting as a Service Dog, and is owned and kept by the same person. The tag shall be returned to the Licensing Authority by the owner of the dog upon transfer of ownership or possession of the dog, or upon the retirement or death of the dog.

6-1. 212 – Dog License and Dog Tag Issuance.

(a) The Licensing Authority shall issue a dog license and a dog tag to evidence an issued licensed each year to each owner who complies with the requirements of this part.

(b) The Licensing Authority shall, at the City's expense, procure the number of licenses and/or receipts and dog tags needed by the City each year, and shall keep a register wherein shall be entered the name and address of each owner to whom any dog license and dog tag are issued, the number of such tag, the date of issuance thereof and a description of the dog for which a tag was issued.

(c) Dog tags shall have stamped thereon the year of issue and "Huntington Park Dog License." Tags are not transferable to another dog.

(d) The Licensing Authority shall account each year to the City Manager and/or City Council for all license fees collected.

(e) The Licensing Authority shall provide the Department with all records pertaining to licenses and tags that the Department deems necessary for the enforcement of this article.

6-1. 213 – Dog Tag Requirements.

(a) The owner of any dog for which a dog tag is issued shall securely fasten such tag to a substantial collar, which the dog shall wear at all times.

(b) No person shall attach to, or keep upon, any dog a tag that appears to be or is a counterfeit or imitation of a dog tag that has been issued by the Licensing Authority.

(c) No person other than an owner of any dog or an authorized agent of the Animal Control Manager and/or Licensing Authority shall remove a dog tag therefrom.

6-1. 214 – Replacement of Lost Dog Tag.

In the event a dog tag for an individual dog is lost or destroyed, a duplicate thereof may be procured from the Licensing Authority upon payment of a fee that is set by City Council resolution.

Part 3 – Dog Kennels

6-1.215 – Kennel Permit Required.

(a) Any person desiring to establish, conduct, manage, or maintain a dog kennel within the City shall first make a written application and obtain a permit from the Animal Control Manager.

(b) Pursuant to Section 9-4.103.2.G (4) of the Code, or a successor provision, no person may operate/maintain a private or commercial kennel within any residential zoning district in the City.

(c) A permit issued pursuant to this article shall be valid for a period of one year from the date of issuance. Said permit becomes null and void on the date of expiration without further action by the Department or the City. Applications for a renewal permit shall be submitted to the Animal Control Manager in accordance with the provisions of Section 6-1.216, and at least forty-five (45) calendar days prior to the expiration of a current permit.

(d) The Animal Control Manager may impose conditions on a kennel permit in order to protect public health, safety and welfare.

6-1.216 – Permit Submittal Requirements.

(a) In order to obtain a kennel permit or a renewal kennel permit, an owner shall tender the following to the Animal Control Manager:

(i) A completed application as approved by the Department, which form all owners shall execute under penalty of perjury.

(ii) A statement of the maximum number of dogs that may be kept at the kennel at any one time.

(iii) A dimensioned site plan describing the location(s) on the premises where all dogs would be kept.

(iv) Such other information as may from time to time be required by the Animal Control Manager.

6-1.217 – Permit Fees.

(a) A nonrefundable fee in an amount established by City Council resolution shall be tendered with an application for an initial and/or renewal kennel permit. Failure to tender the required fee renders an application incomplete and not subject to consideration.

(b) A kennel permit application fee shall be in addition to any other fees that are due by a person in order to comply with other provisions of the Code.

6-1. 218 – Permit Issuance and Operational Requirements.

(a) The Animal Control Manager shall issue a kennel permit by first class mail to an applicant provided the Animal Control Manager has made the following determinations:

(i) Issuance of the permit would not be detrimental to the health, safety and welfare of resident dogs and the public.

(ii) The premises and structures thereon comply with Title 8 [Building Regulations] and Title 9 [Zoning] of the Code, as well as any applicable State and County laws, in connection with the operation of a kennel.

(iii) The applicant has complied with all requirements for a business license, if required by Title 3, Chapter 1 [Business Licensing] of the Code.

(iv) The permit holder, at all times, has complied with all conditions of a previously issued kennel permit, or has timely corrected violations in a timely manner as determined by the Animal Control Manager.

(b) The Animal Control Manager shall issue a Notice of Denial of Kennel Permit by first class mail to the applicant if the Animal Control Manager is unable to make all of the determinations in Subparts (a) (i) - (iv) above.

(c) A permit shall state the maximum number of dogs that may be present in the kennel at any time.

(d) A permit holder shall not cause, permit, allow or suffer in excess of the permissible number of dogs in the kennel at any time.

(e) A permit holder shall not accept a dog into the kennel that has not been microchipped.

(f) A permit holder shall not accept a dog into the kennel without a copy of a current and valid dog license from the City or another jurisdiction. Permits holders shall retain true and legible copies of such dog licenses for a period of two years after a dog has been accepted into the kennel and immediately present them to an Animal Control Officer or a Health Officer upon demand.

(g) A permit holder shall comply with all State and County laws that require re-vaccination of dogs during the period they are in the kennel. Permits holders shall retain true and legible copies of such certificates for a period of two years after a dog's re-vaccination and immediately present them to an Animal Control Officer or a Health Officer upon demand.

(h) A permit holder shall cooperate with the Department in connection with an investigation of a dog, a dog owner, or the kennel for an alleged violation of this article. Such cooperation shall include, but not limited to, allowing any authorized agent of the Animal Control Manager to enter the kennel free of charge, examine any dog being kept at the kennel, and to examine any records of the kennel pertinent to the investigation.

(i) A permit holder shall, at all times, comply with all conditions if any were imposed in connection with the issuance of a kennel permit.

(j) A renewal kennel permit shall require a completed application along with a nonrefundable fee in an amount established by City Council resolution, which shall be tendered to the Animal Control Manager at least forty-five (45) days before the expiration date of the current permit.

6-1. 219 – Appeal from Permit Denial or Conditions.

(a) An owner or operator may contest a denial of a kennel permit, or any conditions imposed thereon, by filing a written Notice of Appeal on a City-approved form with the City Clerk's Office within ten (10) calendar days of the date of mailing of a kennel permit or a Notice of Denial of a Kennel Permit. An appellant shall concurrently tender an appeal fee in an amount that is established by City Council resolution. Failure to tender the required fee shall render an appeal incomplete and untimely. In that event, a denial of a permit or imposed conditions are final.

(b) The procedures set forth in Section 6-1.232 shall apply to appeals that are timely.

6-1. 220 – Administrative Action to Revoke a Kennel Permit.

(a) The Department may initiate an administrative action to revoke a kennel permit when it has cause to believe the permit holder has violated, or may have violated, the regulations in this part.

(b) "Parties" to a hearing include the permit holder and the Department.

(c) Commencement of an administrative action pursuant to this section shall occur when the Department issues a Notice of Hearing to Revoke a Kennel Permit by first class mail to a permit holder, which contains at least ten (10) days advance notice of the date, time and place of a hearing before a Hearing Officer. A notice shall be sent to the address of the permit

holder as stated in the most recent permit application. Failure of a permit holder to receive a properly addressed notice shall not invalidate the outcome of an administrative action.

(d) The Department may request any complainants and/or witnesses to attend a hearing.

(e) A Notice of Hearing to Revoke Kennel Permit shall at a minimum contain the following additional information:

(i) The reason(s) or ground(s) for why the Department has commenced an administrative action.

(ii) Notice that the Parties as well as any complainants and/or witnesses shall be given an opportunity to present evidence, and to call and/or cross-examine witnesses.

(iii) Notice that the Parties may obtain one postponement of the initially scheduled hearing if the City Clerk's Office receives a dated/signed written request for a postponement at least two business days prior thereto. In that event, the Department shall issue a Notice of Continuance by first class mail to the permit holder, which contains at least ten (10) days advance notice of the date, time and place of a hearing before a Hearing Officer.

(iv) Notice that the Hearing Officer may continue the hearing from time to time at the election of the Hearing Officer.

(v) Notice that the hearing will not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence will be admissible, regardless of the existence of any law or statute that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be alone sufficient to support a finding unless it would be admissible over objection in civil court actions.

(vi) Notice that the burden is on the Department to show by a

preponderance of the evidence that cause exists to revoke a kennel permit.

(vii) Notice that the failure of the permit holder to attend a hearing shall not preclude the Hearing Officer from proceeding with the hearing, receiving evidence, and issuing a Notice of Decision.

(f) The Hearing Officer shall, within fifteen (15) days of the conclusion of any hearing, issue a Notice of Decision by first class mail to the permit holder and the Department that includes the following:

(i) A summary of the evidence, including oral testimony.

(ii) Findings of fact with regard to each instance of cause, or the absence of cause, to revoke a kennel permit.

(iii) A statement that the permit has been revoked, effective immediately, provided the Hearing Officer has determined causes exists for the revocation.

(iv) A statement that the Hearing Officer's decision is final and not appealable, but that judicial review of the Hearing Officer's decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq.

(g) The permit holder shall, in the event the kennel permit has been revoked, terminate all kennel operations within seven (7) days from the date of mailing of a Notice of Decision, including causing the lawful relocation of all dogs being kept at the kennel.

(h) Permit holders incur criminal and civil liability for violating regulations in this part. The City may exercise its additional remedies against such persons, notwithstanding the commencement of an administrative action to revoke a kennel permit.

6-1. 221 – Waiting Period.

A person who has been denied a kennel permit or who has had a kennel permit revoked may not apply for a new kennel permit for a period of twelve (12) months from the date a denial or revocation became final.

6-1. 222 – Authority to Impound.

(a) Animal Control Officers may impound any dog(s) in a kennel upon a determination that a permit holder has violated any regulations in this part, or when it is in the best interests of a dog, or to protect public health, safety or welfare.

(b) The permit holder shall be liable to the City for all incurred impound-related fees and charges, whether the dog is placed in the Shelter or in another facility as approved in writing by the Animal Control Manager. Owners who placed dogs in the kennel that are subsequently impounded shall be concurrently liable to the City for all incurred impound-related fees and charges.

(c) It is unlawful for any permit holder upon oral or written demand by an Animal Control Officer to refuse or fail to surrender a dog for impound to that officer.

(d) An Animal Control Officer's determination that cause exists to impound a dog is not appealable, but judicial review of the Animal Control Officer's decision to impound is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq.

Part 4 – Disturbances Relating to Excessive Noise

6-1.223 – Prohibition.

(a) It shall be unlawful for an owner to allow any dog or dogs to emit any excessive noise due to barking. For purposes of this section, the term "excessive noise" shall mean:

(i) The noise has annoyed, disturbed or interfered with the comfortable enjoyment of life or property of one or more nearby persons, and either of the following:

(aa) Continuous barking has occurred between 8:00 a.m. and 9:00 p.m. for ten (10) minutes or intermittent barking has occurred for thirty (30) minutes within a three (3) hour period.

(bb) Continuous barking has occurred after 9:00 p.m. and before 8:00 a.m. for five (5) minutes or intermittent barking has occurred for fifteen (15) minutes within a three (3) hour period.

(b) Persons complaining of a disturbance due to excessive noise from barking dogs shall file a written complaint with the Department stating the following information:

(i) Their names, address of their residence, mailing address if different, telephone number(s), and email address(es).

(ii) How the excessive noise is affecting them.

(iii) The address of the property on which the dog is barking, and its location thereon when the disturbance is occurring.

(iv) The name and a description of the dog by breed and color, if known.

(v) The name(s) of the dog owner(s), if known.

(vi) Each incident of a disturbance that includes:

(aa) The date, time and duration.

(bb) Whether the disturbance is due to barking, baying, crying, howling, yelping, whining, or a combination thereof.

(cc) The location of each complainant on his/her property when experiencing the disturbance.

(dd) Any information that would assist the Department to determine if the dog(s) created excessive noise (including whether there was any potential provocation for the noise).

(c) The Department shall attempt to obtain the name(s) the owner(s) and description of the dog(s) from license and other City records, if that information is absent from a written complaint. The Department may investigate a written complaint in any other manner.

(d) The Department shall, at a minimum, take the following actions upon receiving a written complaint of one or more excessive noise disturbances, provided it has sufficient information to do so:

First Complaint.

The Department shall issue a written notice to the owner(s) that advises the owner(s) of the Department's receipt of one or more excessive noise complaints and that requests the owner(s) to take immediate measures to prevent excessive noise disturbances in the future. The Department may, in its discretion, provide information to the owner(s) related to noise control measures. The Department shall advise complainants of the issuance of a notice.

Second Complaint.

If, within thirty (30) but not less than fifteen (15) days from the issuance of an initial notice, a second written complaint is received from the original complainant regarding a new excessive noise disturbance, or from another complainant regarding a new excessive noise disturbance, the Department shall issue a Notice of Office Conference by first class mail requesting the attendance of the owner(s) of the dog(s) that are allegedly creating excessive noise disturbances and the complainant(s) to meet with a Department representative at City Hall at a stated date and time to discuss the matter. An Animal Control Officer shall interview the complainant(s) and determine if cause exists to conclude one or more excessive noise violations may have occurred before a Notice of Office Conference is issued.

(e) A Notice of Office Conference shall include the following additional information:

(i) Failure of owners to attend the conference may result in the commencement of an administrative action pursuant to Section 6-1.206 to revoke a dog license or licenses, in which event the dog(s) could not be lawfully kept in the City.

(ii) The Department's receipt of a third or subsequent written complaint about a new excessive noise disturbance from a complainant may result in the commencement of an administrative action pursuant to 6-1.206 to revoke a dog license or licenses, in which event the dog(s) could not be lawfully kept in the City.

(f) The Department may, at any time, exercise any remedy allowed by law for a violation of Section 6-1.222 (a), regardless of the commencement of an administrative action to revoke a dog license.

Commented [A1]: I would recommend "within 30 calendar days, but not less than 10 calendar days, from the issuance of an initial notice". We don't want the ACO to have to act because the noise is not resolved the very next day. Noise problems may require time for training, environmental changes, etc.

Commented [A2]: Is this a third complaint regarding a new incidence….or a third complaint regarding the same incident (e.g., a third complainant)?

Part 5 – Potentially Dangerous and Vicious Dogs

6-1.224 – Keeping a Potentially Dangerous or Vicious Dog.

No person shall keep within the City:

(a) Any dog declared potentially dangerous by the City, except in accordance with the provisions of this article;

(b) Any dog declared vicious by the City;

(c) Any dog declared potentially dangerous or vicious by any other jurisdiction or animal control authority.

6-1.225 – Duty to Report.

Victims of incidents involving potentially dangerous or vicious dogs and owners of such dogs shall file a written report with the Department within thirty (30) days of an incident, which shall include the date, time, and location of the attack or incident, a description of the dog(s), the names and statements, if any, of any known witnesses and any other pertinent information in the possession of the complainant.

6-1.226 – Inspection Authority; Immediate Danger; Duty to Surrender.

(a) Animal Control Officers are authorized to enter and inspect private property, impound dogs that they determine are, or may be, potentially dangerous or vicious, as well as take such other actions as may be necessary to enforce the provisions of this article. Entries on occupied private property shall be with consent of an adult occupant, or pursuant to a court order or authorization, however, Animal Control Officers may enter occupied private property in the absence of consent or a court order when they have cause to believe an immediate danger exists or may exist to a dog or to a person on said property.

(b) A potentially dangerous or vicious dog that presents an immediate danger to persons or other animals which, in the judgment of an Animal Control Officer or Police Officer, cannot be safely taken away and impounded, may forthwith be slain by a Police Officer. Police Officers shall not use deadly force unless, in their judgment, it is necessary to do so because of the immediate danger and efforts to capture the dog have failed, or such efforts cannot be safely attempted because of the nature of the immediate danger.

(c) It is unlawful for any owner upon oral or written demand by an Animal Control Officer to refuse or fail to surrender a dog to an Animal Control Officer when determined to be potentially dangerous or vicious, or pending a Department investigation of a dog to make such a determination.

6-1.227 – Commencement of Investigation; Temporary Orders.

(a) Upon receipt of a report or information pertaining to a potentially dangerous or vicious dog, the Department shall investigate and determine whether the dog(s) in question constitute a potentially dangerous or vicious dog(s). Pending a final determination, the Animal Control Manager may, in writing, impose temporary orders as stated below on the dog(s) subject to the investigation and any owner(s) thereof in order to protect the health, safety, and/or welfare of the dog(s), owner(s), or the general public.

Temporary Order: Release to Owner(s):

A requirement that the dog(s) be maintained at all times in the owner's care, provided the owner agrees in writing to accept all temporary conditions and follow them at all times. Conditions of release may include:

(i) The Department approving the area(s) of confinement on the premises and enclosures thereon in writing;

(ii) The Department approving the permissible times that a dog

or dogs may be outdoors while on the owner's property.

(iii) The Department approving the permissible times that a dog or dogs may be taken off the owner's property, with appropriate safeguards (examples of which include but are not limited to a leash and muzzle).

(iv) Such other conditions as the Animal Control Manager deems necessary in order to protect the health, safety, and/or welfare of the dog(s), owner(s), or the general public.

(v) The Animal Control Manager shall not release a dog or dogs to an owner pending a potentially dangerous or vicious dog investigation who refuses to agree in writing to all conditions of release.

Temporary Order: Release to the Shelter.

Require the dog to be kept in the Shelter, with the owner bearing all impound-related costs and charges (including, but not limited to, costs resulting from medical care, spaying and/or neutering, microchipping, food, and shelter).

Temporary Order: Release to a Kennel or Veterinary Facility.

Require the dog to be kept in a kennel or veterinary facility (whether in Huntington Park or not) that has received the Department's prior written approval, with the owner bearing all impound-related costs and charges. The kennel or facility shall agree in writing to not release the dog to any person (including the owner) without the prior written authorization of the Animal Control Manager.

(b) Temporary orders are not appealable. The document containing the orders shall contain the following statement: "The decision of the Animal Control Manager to impose temporary conditions is final and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."

(c) The Department may photograph, examine, weigh and measure the dog as necessary to create a means of permanent identification to be retained in the city's records.

6-1.228 – Investigation.

(a) The Department's investigation shall at a minimum consist of:

(i) Review and consideration of statements, information and other evidence presented by the dog's owner.

(ii) Review and consideration of the complaint, if any, and of statements, medical information and other evidence presented by the victim;

(iii) Review and consideration of statements from witnesses to the incident, including Animal Control officers and other City employees; and,

(iv) Review and consideration of evidence pertaining to the following factors:

(aa) The dog's history of violent or threatening behavior;

(bb) The nature and extent of injuries inflicted or property destroyed and the number of victims involved;

(cc) The location where the attack, bite or injury occurred;

(dd) The existence of any provocation for the attack;

(ee) The existence of evidence, including the dog's behavior, that the dog has been trained for fighting or attack;

(ff) Whether the dog exhibits characteristics of aggressive behavior, or an unpredictable temperament in the presence of human beings or other dogs;

(gg) Whether the dog can be effectively trained or re-trained to change its temperament or behavior;

(hh) Evidence concerning the manner in which the dog is kept, treated and maintained; and,

(ii) Any other relevant evidence pertaining to the dog and its propensity for violence.

6-1.229 – Determination(s); Notice Thereof.

(a) Upon conclusion of the investigation, the Animal Control Manager shall issue a Notice of Determination by first class mail to the owner for each investigated dog. The Notice of Determination shall include the following:

(i) A summary of the evidence, including oral testimony.

(ii) A determination of whether the dog is or is not potentially dangerous or vicious.

(iii) Findings of fact in support of the determination.

(iv) An order of disposition of the dog(s) in question that requires:

(aa) In instances where mitigating circumstances have been found and an owner is able and willing to abide by conditions designed to protect the heath, safety, and welfare of the dog(s), owner(s), and general public, custody of the dog(s) is/are to be returned to or retained by the owner allowing the dog(s) to be kept in the City. The Notice of Determination shall set forth the mitigating circumstances, as well as the conditions as set forth in Section 6-1.230.

(bb) In instances where it is determined that the dog(s) cannot safely reside within the City and either there are no mitigating circumstances or the owner is unable or unwilling to comply with conditions designed to protect the health, safety, and welfare of the dog(s), owner(s), and the general public, the dog(s) is/are to be relocated to another jurisdiction in a manner consistent with the provisions of Section 6-1.231.

(cc) In instances where it is determined that the dog(s) cannot safely reside in any jurisdiction and there are no mitigating circumstances or the owner is unable or unwilling to comply with conditions designed to protect the health, safety, and welfare of the dog(s), owner(s), and the general public; or where the owner is unable to otherwise comply with Subparts (aa) and/or (bb), the dog(s) is/are to be destroyed by the Shelter (or other facility approved by the Animal Control Manager).

(b) The date a Notice of Determination is deposited in a United States postal container shall constitute the date of service. Failure of an owner to receive a properly addressed Notice of Determination shall not affect any proceeding pursuant to this article.

(c) A Notice of Determination shall constitute prima facie evidence that a dog is potentially dangerous or vicious, if the Animal Control Manager has made such a determination.

6-1.230 – Conditions for Keeping a Potentially Dangerous Dog.

(a) Provided the Animal Control Manager has made a determination pursuant to Section 6-1.229 (iv)(aa), an owner shall comply with the conditions stated below at all times, which shall be included in a Notice of Determination. It is unlawful and a violation of this article for any owner to fail to comply with such conditions.

Mandatory Conditions.

(i) Owner shall register the dog on an annual basis with the Department on a City-approved form as a potentially dangerous dog as long as the dog is alive and residing within the City. A nonrefundable registration fee shall be tendered with the registration form, which fee shall be set by City Council resolution. Failure to tender the required fee shall render the registration incomplete and is a violation of this condition. This fee is in addition to a dog license fee.

(ii) Owner shall obtain and maintain a policy of liability insurance at all times in an amount not less than one hundred thousand dollars ($100,000) to provide coverage for damages or injuries caused by the dog, evidence of which shall be filed with the Department prior to the release of the dog from impound, or within ten (10) days from the issuance date of a Notice of Determination if the dog is in the owner's custody.

(iii) The dog shall, at all times, wear a tag identifying it as a potentially dangerous and a bright fluorescent yellow collar visible at fifty (50) feet in normal daylight, both provided by the Licensing Authority at the owner's expense.

(iv) Owner shall notify the United States Post Office (local branch) and all utility companies providing service to the current residence of the dog's status in writing as a potentially dangerous dog. Copies of such notifications shall be filed with the Department prior to the release of the dog from impound, or within ten (10) days from the issuance date of a Notice of Determination if the dog is in the owner's custody.

(v) Owner shall keep the dog, when off the owner's premises, on a leash not exceeding six (6) feet in length by an adult capable of restraining and controlling the dog, and under that person's immediate control. At no time may the dog be left unattended on public property.

(vi) Owner shall post one or more signs on the premises at a location or locations approved by the Animal Control Manager that are easily visible to all visitors stating that a potentially dangerous dog resides on the premises.

(vii) Owner shall immediately notify the Department in writing in the event the dog is at large on private or public property, or has committed another act described in the definitions in this article of a potentially dangerous and/or vicious dog, or has been sold or otherwise disposed of, or has died.

Additional Conditions.

The Animal Control Manager may impose additional conditions as stated below on an owner with respect to a potentially dangerous dog in order to protect public health, safety or welfare. It is unlawful and a violation of this article for any owner to violate such conditions. Such conditions shall be included in a Notice of Determination.

(viii) The dog shall wear a muzzle at all times when outdoors on the owner's property.

(ix) The dog shall wear a muzzle at all times when off the owner's property.

(x) The dog shall be spayed or neutered and microchipped at the owner's expense prior to release from impound, or within ten (10) days from the issuance of a Notice of Determination if the dog is in the owner's custody.

(xi) Such other conditions as the Animal Control Manager deems reasonably necessary, or to otherwise comply with the requirements or other provisions of this article.

6-1.231 – Relocation or Destruction of Dogs.

(a) In any instance where a Notice of Determination has provided an owner with an option of relocation or destruction, owners of a potentially dangerous or vicious dog that has been ordered relocated to another jurisdiction or destroyed shall make an election between those options and comply with the following requirements:

(i) The owner shall surrender the dog license and dog tag to the Department within five (5) days from the issuance date of a Notice of Determination.

(ii) In cases of relocation, the current or future owner shall notify the animal control authority of the receiving jurisdiction in writing of the intent to relocate the dog, with proof of such notification (that includes contact information for the animal control authority) being tendered to the Department within seven (7) days from the issuance date of a Notice of Determination.

(iii) In cases of relocation, the current or future owner shall tender written proof that is acceptable to the Department confirming all regulations for keeping the potentially dangerous or vicious dog in the receiving jurisdiction have been met. Such proof shall be tendered to the Department within fifteen (15) days from the issuance date of a Notice of Determination, unless the Department grants an extension in writing in said period.

(aa) Owners shall continue to comply with all previously imposed temporary conditions if a potentially dangerous or vicious dog is in the owner's custody at the time of issuance of a Notice of Determination. Those conditions shall remain in effect until a dog is no longer in the owner's custody because relocation to another jurisdiction has been completed in accordance with this section, or because the Department or the Shelter has custody of a dog that is to be destroyed.

(bb) Impounded dogs, whether in the custody of the Shelter or an approved kennel or veterinary facility, shall not be released for relocation to another jurisdiction without the prior written approval of the Animal Control Manager.

(cc) In cases of destruction, approved kennels or veterinary facilities in which a dog was impounded during an investigation shall, upon demand, forthwith release a potentially dangerous or vicious dog to the Department for transfer to the Shelter.

(iv) An owner who has possession of a potentially dangerous or vicious dog on the date of issuance of a Notice of Determination shall surrender the dog to the Shelter for destruction by the following deadlines:

(aa) Within twenty-four (24) hours of failing to meet the deadline in Subpart (ii).

(bb) If the deadline in Subpart (ii) is met, within twenty-four (24) hours of failing to meet the deadline in Subpart (iii).

(cc) It is unlawful for any owner or other person to fail to surrender a dog to the Department or the Shelter in violation of this section.

6-1.232 – Right to Appeal; Effect of a Timely Appeal; Appeal Procedures.

(a) Any owner of a dog that has been deemed potentially dangerous or vicious may challenge any determination or condition made or imposed by the Animal Control Manager as set forth in the Animal Control Manager's Notice of Determination by filing a Notice of Appeal, along with any required fee as established by City Council resolution, with the City Clerk's Office within ten (10) days of service of the Notice of Determination. Failure to tender a Notice of Appeal and the required fee in the appeal period constitutes a waiver of the right to appeal, in which case the Notice of Determination is final. A Notice of Determination shall include a copy of this section.

(b) The Notice of Appeal shall, at a minimum set forth the following information:

(i) The name(s), address of their residence, mailing address if different, telephone number(s), and email address(es) of the appealing person(s).

(ii) Each and every reason for appealing each determination that is included in a Notice of Determination.

(iii) Each and every reason for appealing each condition that is included in a Notice of Determination.

(c) Only matters expressly raised by an owner or owners in a Notice of Appeal shall be considered at the appeal hearing.

(d) The timely filing of a Notice of Appeal does not stay any conditions imposed upon the dog or owner thereof, with the exception of an order requiring the removal of the dog from the City or the destruction of the dog, which shall be stayed pending a decision by the Hearing Officer (and in which case all previously imposed temporary orders shall remain in full force-and-effect).

(e) The City Clerk's Office shall set a time and place for a hearing before the Hearing Officer, at which time evidence may be introduced by the owner and the Department. Complainants and victims may attend and testify at an appeal hearing. A hearing shall be conducted within forty-five (45) days of a timely appeal being received by the City Clerk's Office. At least ten (10) days written notice of the hearing shall be provided to the owner(s) of the dog, as well as to the Department.

(f) All impound-related related costs and charges that are incurred by the Shelter or the approved kennel or veterinary facility during an appeal shall be borne by the owner.

(g) Failure of an owner to appear at an appeal hearing shall constitute a withdrawal of an appeal, in which case the Notice of Determination shall be final.

(h) Upon conclusion of the appeal hearing, the Hearing Officer shall determine, depending upon the basis of the appeal, (i) if the dog(s) in question is/are potentially dangerous or

vicious, and/or (ii) if the Animal Control Manager erred or abused his/her discretion in imposing the challenged order or condition(s) in order to protect the health, safety, and/or welfare of the dog(s), owner(s), or the general public. Error or abuse of discretion is shown if it is established that the Animal Control Manager failed to follow the provisions of this article and/or that the Animal Control Manager could not have determined that the imposed order or condition(s) would protect the health, safety, and/or welfare of the dog(s), owner(s), or the general public. Not later than ten (10) days from the conclusion of the appeal hearing, the Hearing Officer shall issue a written Notice of Appeal Decision setting forth, at minimum, the Hearing Officer's determination(s) and the reasons therefor. If the Hearing Officer upholds a determination by the Animal Control Manager to conditionally return a potentially dangerous dog to the custody of an owner, the Notice of Appeal shall advise the owner that he/she may seek relief from any condition no sooner than twelve (12) months from the Notice of Determination as set forth in this article. The Notice of Appeal Decision shall also contain the following statement: "The decision of the Hearing Officer is final and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."

6-1.233 – Consequences for Violating Conditions.

(a) Owners who fail to comply with a temporary or other condition that is imposed in connection with a dog that has been determined to be potentially dangerous are subject to the penalties set forth in Section 6-1.205.

(b) The Animal Control Manager may, notwithstanding Subpart (a), also schedule a hearing with the owner before a Hearing Officer to determine the sole question of whether one or more conditions have been violated. If requested by the Animal Control Manager, the owner shall surrender the dog for impound pending the hearing, the manner and location of which shall be determined by the Animal Control Manager in writing. The Animal Control

Manager shall set a time and place for the hearing with ten (10) days advance notice to the owner, at which time evidence may be introduced by the owner and the Department. If, based on the evidence presented, the Hearing Officer determines that the owner has failed or refused to comply with one or more conditions, the owner shall cause the dog to be relocated from the City to another jurisdiction or the Department may have it destroyed pursuant to Section 6-1.231. The Hearing Officer shall issue a Notice of Decision, which shall be served on the owner by first class mail. Decisions made pursuant to this subpart are final and contain the following statement: "The decision of the Hearing Officer is final and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."

6-1.234 – Relief from an Order or Conditions for Potentially Dangerous Dogs.

(a) An owner of a potentially dangerous dog that was subject to an order of relocation to another jurisdiction or final conditions that were imposed pursuant to this article may apply to the Animal Control Manager for relief from such conditions. Owners who received a decision on a prior request for relief may reapply no sooner than twelve (12) months following the Animal Control Manager's last decision or the decision of a Hearing Officer on appeal. The application shall contain an explanation of the circumstances justifying relief, including evidence that the dog has been trained or retrained and a certificate from a dog trainer certifying that the dog is no longer potentially dangerous. An initial or subsequent application and shall include a nonrefundable fee as established by City Council resolution. Applications not containing a required fee shall not be considered.

(b) Upon receipt of an application for relief, the Animal Control Manager shall consider the evidence and conduct such investigation as he or she deems appropriate, which shall at a minimum consist of observation of the dog. The Animal Control Manager shall complete

his/her investigation within thirty (30) days of receipt of an application and make such determinations as are necessary to protect the health, safety, and/or welfare of the dog(s), owner(s), or the general public.

(c) Upon completion of the investigation, the Animal Control Manager shall issue a Notice of Decision to the owner by first class mail that includes findings of fact and one or more of the following determinations:

(i) With respect to a relocated dog, deny its return to the City.

(ii) With respect to a relocated dog, allow the dog to return to the City, with or without imposition of conditions.

(iii) With respect to a potentially dangerous dog in the City, modify and/or rescind imposed conditions, as well as impose new conditions.

(d) The date a Notice of Decision is deposited in a United States postal container shall constitute the date of service. Failure of an owner to receive a properly addressed Notice of Decision shall not affect any proceeding pursuant to this article.

(e) A Notice of Decision shall constitute prima facie evidence of the determination(s) therein.

(f) An owner of a dog may challenge any determination made by the Animal Control Manager as set forth in the Animal Control Manager's Notice of Decision by filing a Notice of Appeal, along with any required fee as established by City Council resolution, with the City Clerk's Office within ten (10) days of service of the Notice of Decision. Failure to tender a Notice of Appeal and the required fee in the appeal period constitutes a waiver of the right to appeal, in which case and the Notice of Decision is final. A Notice of Decision shall include a copy of this section.

(g) No relocated potentially dangerous dog shall be returned to the City prior to the conclusion of an appeal and an owner's completion of any prerequisites to relocation as may be stated in a Notice of Decision or in a Notice of Appeal Decision. Conditions in effect at the time an application for relief is submitted to the Animal Control Manager shall remain in effect until the conclusion of the appeal.

(h) The Notice of Appeal shall, at a minimum set forth the following information:

(i) The name(s), address of their residence, mailing address if different, telephone number(s), and email address(es) of the appealing person(s).

(ii) Each and every reason for appealing each determination of the Animal Control Manager, as stated in the Notice of Decision.

(iii) Each and every reason for appealing each condition that is included in a Notice of Decision.

(i) Only matters expressly raised by an owner or owners in a Notice of Appeal shall be considered at the appeal hearing.

(j) The City Clerk's Office shall set a time and place for a hearing before the Hearing Officer, at which time evidence may be introduced by the owner and the Department. A hearing shall be conducted within forty-five (45) days of a timely appeal being received by the City Clerk's Office. At least ten (10) days' written notice of the hearing shall be provided to the owner(s) of the dog, as well as to the Department.

(k) Failure of an owner to appear at an appeal hearing shall constitute a withdrawal of an appeal, in which case the Notice of Decision shall be final.

(l) Upon conclusion of the appeal hearing, the Hearing Officer shall uphold the

Notice of Decision unless he or she determines that the Animal Control Manager erred or abused his/her discretion in imposing the determination(s) and conditions that are stated in the Notice of Decision. Error or abuse of discretion is shown if it is established that the Animal Control Manager failed to follow the provisions of this article and/or that the Animal Control Manager could not have concluded that the determination(s) and/or conditions are necessary to protect the health, safety, and/or welfare of the dog(s), owner(s), or the general public. If the Hearing Officer finds error or abuse of discretion, he or shall revise that portion of the Notice of Decision in such a manner as to protect the health, safety, and/or welfare of the dog(s), owner(s), or the general public. Not later than ten (10) days from the conclusion of the appeal hearing, the Hearing Officer shall issue a written Notice of Appeal Decision setting forth, at minimum, the Hearing Officer's determination(s) and the reasons therefor, as well as revisions to the Notice of Decision. The Notice of Appeal Decision shall also contain the following statement: "The decision of the Hearing Officer is final and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."

Part 6 - Shelter Services

6-1.235 – Authority and Reasons to Impound.

The Department is authorized to impound or require the impound of any dog in the City for one or more of the following reasons:

(a) It is not wearing a current dog tag.

(b) It appears to be abandoned, lost, or is a stray dog.

(c) It is at large on private or public property.

(d) It is the subject of a pending investigation as a potentially dangerous or vicious dog.

(e) It may have rabies, or shows rabies symptoms, or cause exists to

believe it may have been exposed to rabies.

(f) The owner has surrendered it.

(g) The Department has reason to believe an owner has violated, or may have violated, a temporary or other condition that was previously imposed pursuant to this article.

(h) A dog appears to be a victim of cruelty or neglect, or is being kept in violation of State or County laws.

(i) The owner, or a kennel operator, is not complying with the regulations in this article, or is otherwise violating this article.

(j) When the Department deems it necessary in the best interests of a dog, or to protect public health, safety or welfare.

6-1.236 – Taking Up Abandoned, At Large, or Lost Dogs.

Any person taking up any stray dog or any such dog that is at large on public or private property shall surrender such dog to the Department or to the Shelter within four hours from acquiring possession of the dog.

6-1. 237 – Possible Rabies Affliction.

Any owner who has reason to believe his or her dog has rabies, or show symptoms of rabies, or that the dog may have been exposed to rabies, shall immediately notify the Department. The owner shall allow an Animal Control Officer or the Health Officer to enter the premises and examine the dog.

6-1.238 – Failure to Surrender to Dog for Impound.

It is unlawful for any owner upon oral or written demand by an Animal Control Officer to refuse or fail to surrender a dog that the Department determines is subject to impound.

6-1.239 – Services to Impounded Dogs.

Impounded dogs may be vaccinated and provided with medical care, food and

shelter. Dogs may be provided with veterinarian care by the Shelter or by a private contracted veterinarian care when necessary in the judgment of the Shelter. Shelters shall also provide spay and neuter services, microchipping and vaccinations pursuant to this article and State and County laws.

6-1.240 – Quarantine of Dogs.

(a) Dogs that are the subject of a pending Department investigation as a potentially dangerous or vicious dog shall be quarantined and observed for at least ten (10) days from the date of the incident that resulted in the investigation.

(b) Dogs suspected of having rabies shall be quarantined for a period of time as deemed necessary by the Health Officer or a veterinarian advising the Shelter. Dogs confirmed to have rabies shall be immediately destroyed.

(c) Dogs that are determined by the Health Officer or a veterinarian advising the Shelter to not have rabies shall be released to their owners.

6-1.241 – Destruction of Dogs.

The Shelter shall destroy an impounded diseased dog when required to do so by State or County laws.

6-1.242 – Release of Dogs that are Subject to Investigation.

Dogs that are the subject of a pending Department investigation as a potentially dangerous or vicious dog shall not be released without the prior written approval of the Animal Control Manager.

6-1.243 – Dogs Delivered to the Shelter.

The Department shall deliver dogs that are subject to impound to the Shelter, unless the Animal Control Manager designates a kennel or veterinary facility in writing.

6-1.244 – Impounded Dogs: Recordkeeping Requirements.

The director or other person responsible for operating the Shelter shall keep a record of each dog impounded, the date of impound, the date and name and address of the person who redeemed, reclaimed or purchased the dog, and the amount of all fees received or collected for or because of the impounding, reclaiming or purchasing of the dog. Such records shall be provided to the Department according to a schedule that is approved by the Department. When a dog is redeemed by an owner or is adopted, the director shall keep a record of the dog license number under which the dog or was released.

6-1.245 – Impound Periods, Disposition and Notice.

(a) The Animal Control Manager shall establish minimum impound periods for dogs prior to disposition pursuant to a regulation that is authorized pursuant to Section 6-1.202 of this article.

(b) The Department, in consultation with the Shelter, shall determine the manner of disposition of impounded dogs, whether by adoption, sale, destruction or otherwise, except when this article or State or County laws requires destruction of a dog.

(c) Issued Notices of Impoundment and all other notices shall be in accordance with rules and regulations that the Animal Control Manager promulgates pursuant to Section 6-1.202 of this article and/or in accordance with rules and regulations of the Shelter as approved by the Department.

6-1.246 – Release Conditions.

The Shelter, nor any kennel or veterinary facility, shall allow an owner to redeem an impounded dog unless the owner has presented a certificate signed by a veterinarian confirming that:

(i) Such dog has been vaccinated with approved rabies vaccine within a period of not more than 12 months after the dog's initial vaccination if the dog was between four months and one year in age at the time of such initial vaccination; or,

(ii) Such dog has been vaccinated with approved vaccine within the past 36 months; or,

(iii) Such dog should not be vaccinated with rabies vaccine because such vaccination would jeopardize the health of such dog due to infirmity or other disability, which infirmity or disability and the estimated date of termination is shown on the face of the certificate; or,

(iv) A veterinarian associated with the Shelter, kennel or veterinary facility has so vaccinated such dog within the times specified in this section.

6-1.247 Owner Liability.

(a) Owners are liable to City for all charges it incurs for Shelter services that are provided to owners' dogs (including but not limited to impound and boarding fees, as well as veterinarian care and services). Owners shall tender full payment of this debt to the Shelter prior to the Shelter's release of a dog.

(b) In the event the Animal Control Manager has ordered a dog to be impounded in a kennel or veterinary facility (whether in Huntington Park or not) in connection with a pending potentially dangerous or vicious dog investigation, the owner shall pay said facility in full for all services provided to the dog (i.e., the debt) as a prerequisite for release of the dog with the prior written approval of the Animal Control Manager, which approval shall be sent to the owner by first class mail.

(i) Failure of an owner to pay the entire debt to a kennel or veterinary facility within seven (7) days of the Animal Control Manager's issuance of an approval

authorizing release of a dog, shall constitute cause for the Department to impound the dog and deliver it to the Shelter for disposition. Such impounds shall not create liability on the part of the City to the kennel or veterinary facility for services rendered, nor shall such impounds extinguish the debt an owner owes a kennel or veterinary facility. Those establishments are entitled to seek recovery of the debt in any manner allowed by law.

(c) Failure to pay the debt constitutes cause for the Department to dispose of a dog pursuant to Section 6-1.245.

(d) Owners remain liable to the City after the Shelter has disposed of their dogs. Said debt may be collected in any manner allowed by law. City shall be entitled to recover its attorney fees and court costs if it prevails in any action to collect the debt. Failure to pay the debt shall constitute cause for the Licensing Authority to deny an owner other dog licenses.

SECTION 6. **Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause, phrase and portion of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared severable.

SECTION 7. Effective Date.

This Ordinance shall become effective thirty (30) days after its passage and adoption. Within fifteen (15) days of the date of adoption of this Ordinance, the City Clerk shall post a copy of said

Ordinance in places designated for such posting and shall certify to the same. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2015.

_____

_____, Mayor

ATTEST:

_____

_____, City Clerk

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

CITY OF HUNTINGTON PARK)

I, _____, City Clerk of the City of Huntington Park, do hereby certify that the foregoing Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Huntington Park held on the _____ day of _____, 2014, and was thereafter duly and regularly passed and adopted by the Council of the City of Huntington Park at its regular meeting held on the _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Said Ordinance has been published or posted pursuant to law. Witness my hand and official seal

of the City of Huntington Park this _____ day of _____, 2014.

_____

_____, City Clerk

ORDINANCE NO. 1394

AN ORDINANCE OF THE CITY OF HUNTINGTON PARK PROVIDING FOR THE LICENSING, VACCINATION, AND REGULATION OF DOGS WITHIN THE CITY OF HUNTINGTON PARK.

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

Section 1.01. Definitions. As used in this ordinance, unless the context otherwise indicates,

a. "Dog" shall be intended to mean both male and female;

b. "Owner" shall be intended to mean any person or persons, firm, association or corporation, or other entity, owning, keeping, or harboring a dog in the City of Huntington Park;

c. "At large" shall be intended to mean

(1) Off the premises of the owner and not under the control of a competent person, either by a substantial leash, cord, or chain not exceeding 6 feet in length; or

(2) On or within the premises of the owner if not within an enclosure sufficiently adequate to prevent said dog from endangering the life or limb of any person lawfully entering such premises or coming within close proximity of such premises.

d. "Health Officer" shall mean the County Health Officer of the County of Los Angeles or his authorized deputy, agent or representative, or such other person as the City Council of the City of Huntington Park hereafter designates in lieu of such Health Officer.

e. "Poundmaster" shall mean the person, agency, association or society, with whom the city may have a contract to render pound service or to otherwise perform the duties of Poundmaster as provided in this ordinance, and his or its authorized agents, representatives or employees to whom any of such duties are

delegated.

f. "Impounded" shall mean having been received into the custody of the pound or into the custody of the Poundmaster or any other authorized agent or representative thereof.

g. "Vaccination" or "Vaccination against Rabies" shall mean the innoculation of a dog with chicken embryo or tissue phenolized vaccine approved by the Department of Public Health of the State of California or approved by any other applicable public authority.

Section 2.01. License and Registration Required.

a. That it shall be unlawful for any person to have, keep, maintain or harbor within the City of Huntington Park a dog or dogs, over the age of 4 months, without first having filed a written application for and without first having obtained from the City License Collector of said city a license so to do, upon the payment of a fee hereinafter provided.

b. Every dog owner in the City of Huntington Park shall pay for the privilege of keeping such dog a license tax of $3.00 for each dog over the age of 4 months. Such license tax shall be paid annually to the License Collector or Poundmaster of the City of Huntington Park, shall be due and payable in advance on the first day of July of each year. The full amount of such license tax shall be payable for any part of such unexpired year if such portion is less than six months, otherwise such proportion or the amount payable shall be determined by the unexpired number of calendar months but such proportionate amount shall in no event be less than one dollar and fifty cents ($1.50).

c. If said license fee is not or has not been paid within thirty days after same is due and payable, a penalty of 50% of the fee payable shall be added, due and payable.

d. The "owner" shall state at the time application is made for such license, and upon printed forms provided for such pur-

pose, his name and address, the name of the actual owner or custodian and his address, date of ownership or custody, from whom and when purchased or procured or taken, the name, age, breed, color and sex of each dog owned or kept by him, and if vaccinated and by whom, and such other pertinent information as the License Collector shall require.

e. The provisions of this section relating to the payment of a license fee shall not be intended to apply to dogs whose "owner" is a non-resident temporarily within the city for a period not exceeding 30 days. And the License Collector shall issue a free license for any dog duly and properly trained to aid or assist blind persons when any such dog is actually being used by a blind person for the purpose of aiding or assisting such blind person in going from place to place, if a certificate is filed with the License Collector, executed by some recognized dog training institution, which attests to such fact.

f. No person shall wilfully make a false or misleading statement or representation in said application or regarding the ownership or right to custody or control of any dog for which a license is required.

Section 2.02. Dog Tags.

a. The License Collector shall each year, at the expense of the city, procure a sufficient number of metallic tags for dogs to meet the requirements of the city, such tags to be numbered from "1" upward consecutively and on which shall be stamped the year of issue and "Huntington Park Dog License." He shall issue the same to the applicants for dog licenses in consecutive order, as may be required, keeping an account thereof, or he may give such number of said license tags to the contracting pound service as, in his discretion, he deems proper, and the duly authorized agents and employees of said contracting pound service shall have

the same authority as the License Collector to issue said license tags and to collect the fee therefor; provided, however, that all receipts for said fees shall be written on receipt forms furnished said contracting pound service by the License Collector and said contracting pound service shall account to the License Collector for all license tags issued and fees collected, and the License Collector shall have the same duty to account for license tags issued and fees collected by said person or association that he has for licenses furnished to and fees collected directly from the licensees as hereinabove set forth.

b. The city License Collector is hereby declared to be the Dog License Collector and shall, on the payment of the dog license fee by the owner, caretaker, or custodian of such dog deliver to such person an appropriate tag to indicate that such license has been paid; provided, however, that the city may delegate his duties to a person or association with whom the city may have a contract to perform the duties of Poundmaster in the manner provided herein.

c. The owner, caretaker, or custodian of any dog described in this ordinance and for which license fee is paid and a numbered license tag issued shall securely fasten such tag to a substantial collar or body-harness which the dog shall wear at all times.

d. The City License Collector shall also cause to be printed a sufficient number of receipt blanks to meet the city's requirements which shall provide for the description of the dog for which the license is paid, the number for which said tag has been issued and the name and address of the owner and/or custodian of the dog for which said tag is issued, and any other information deemed pertinent by the License Collector.

e. No person shall attach to or keep upon any dog any such tag unless it be issued for the dog for which the license is

issued.

f. No person shall attach to or keep upon any dog or make or have in his possession any counterfeit or imitation of any tag issued pursuant to this ordinance.

g. No unauthorized person shall remove any current license tag from any dog.

Section 3.01. Required Care and Supervision.

a. No person owning or having charge, care, custody or control of any dog shall cause, permit or allow the same to stray, go free, or run, or in any other manner to be at large in or upon any street, sidewalk, parkway, lane, alley, court, or other public place, or upon any private property or premises other than those of the person owning or having charge, care, custody or control of such dog, or upon any unenclosed lot or land, in the incorporated area of the City of Huntington Park, or to be off the premises of such person, unless such dog be restrained by a substantial chain or leash or cord not exceeding six (6) feet in length and in the charge, care, custody, or control of a competent person.

b. No person owning or having charge, care, custody or control of any dog shall permit it to run loose on or within the premises of such person unless it be within an enclosure sufficiently adequate to prevent said dog from endangering the life or limb of any person entering or being in close proximity of such premises.

c. No person owning or having charge, care, custody or control of any dog shall cause, permit or allow the same to go, nor shall it be taken to or into, a place where food is handled, prepared, served or sold, nor into any public or private school building or school grounds or public park in the incorporated area of the City of Huntington Park.

d. Any puppy under the age of 4 months which is allowed

to run at large shall be subject to all the regulations in this ordinance set forth.

e. It shall be unlawful for any person, firm, or corporation to keep or maintain, or to suffer to be kept or maintained, upon any premises occupied or controlled by him, or it, any dog which barks or howls or yelps or whines intermittently at such frequent intervals between the hours of 8 o'clock P.M. and 8 o'clock A.M. as to cause annoyance to or interfere with the sleep or comfortable enjoyment of life or property of any neighbor of ordinary susceptibilities unless such dog be kept within the residence of the person harboring such dog or other soundproof enclosure.

f. Rabid Animals - Owners' Duties - Notice to Health Officer.

(a) Every dog or other animal that has rabies or shows symptoms of rabies, and every animal that has been bitten by another animal afflicted with rabies, or has been otherwise exposed to such disease, shall be confined at once in some secure place by the person owning the same or having possession thereof; also, such person, immediately upon his discovery or knowledge of any of the aforesaid facts, shall notify the Poundmaster or Health Officer of the place where such animal is confined and allow any representative of said Poundmaster or said Health Officer to enter upon the premises and to make an inspection or examination of such animal at any time deemed necessary by said Poundmaster or said Health Officer. Said animal shall remain confined for such length of time as may be deemed necessary by the Health Officer so as to avoid all danger to life or health of the public, for the purpose of determining whether such disease exists, or whether such exposure has given such animal said disease. Said animal shall not be released from said confinement except by authorization of the Health Officer. The carcass of any animal that has died of such disease, or has been suspected of having such disease, shall be surrendered immediately

to the Poundmaster or Health Officer for disposition.

(b) Each officer or employee of the Poundmaster or Health Officer shall immediately notify the Health Officer of the location and description of any dog or other animal infected, or believed by him to be infected with rabies, or which is known to such officer or employee, or believed by him to have been exposed thereto.

(c) If, upon examination, the Health Officer shall determine that any dog or other animal is afflicted with rabies, he shall so notify the Poundmaster or Health Officer and said Poundmaster shall thereupon cause said dog or animal to be destroyed immediately.

g. Dog or Animal Biting a Person - Owners' Duties.

Should a dog or any other animal bite a person, or be reported to have bitten a person, or be suspected of having bitten a person, it shall be the duty of the owner, or the person having the same in his possession or under his control, immediately to notify the Poundmaster or the Health Officer and upon demand shall surrender said dog or animal to any representative of said Poundmaster or said Health Officer, who is hereby authorized and empowered to enter the premises in order to make any inspection or examination of said dog or animal and/or take possession of same as may be deemed necessary by the Poundmaster or Health Officer. Such dog or animal shall be confined securely in such manner and on such premises as may be designated by the Poundmaster or Health Officer for a period of not less than 14 days, or until released from confinement by said Poundmaster or said Health Officer. If the Poundmaster or Health Officer determines that such dog or animal be confined under the control or custody of the owner or person having control over it, said owner or person shall notify the Poundmaster of Health Officer immediately if the dog or animal shows any symptoms of sickness,

or abnormal behavior, or escapes, and if such dog or animal dies during confinement, such person having custody thereof shall surrender the carcass to the Poundmaster or Health Officer.

Section 4.01. Vaccination.

a. Every person keeping, harboring, or having any dog over 4 months of age in the City of Huntington Park shall cause such dog to be vaccinated with rabies vaccine approved by and in the manner prescribed by the State Department of Public Health, by a duly licensed veterinarian of his choice, or at vaccination clinics sponsored by the Southern California Veterinary Medical Association, except as herein otherwise provided, on or before the latest of the following dates:

(1) One year after vaccination with tissue phenolized vaccine, unless said State Department permits a longer time for revaccination;

(2) Two years after vaccination with chicken embryo vaccine, unless said State Department permits a longer time for revaccination;

(3) Thirty days after first acquiring such dog;

(4) Thirty days after bringing such dog into the City of Huntington Park;

(5) Ninety days after the effective date of this ordinance.

Section 4.02. Duty of Veterinarian.

a. Each duly licensed veterinarian, after vaccinating any dog, shall sign a certificate in triplicate containing the following factual information:

(1) The name and address of the owner and/or harborer of the vaccinated dog;

(2) The kind of vaccine used, the name of the manufacturer and its serial or lot number, and the date of the vaccination;

(3) The year and serial number of the dog tag if there be one;

(4) The name, breed, age, color, and sex of the vaccinated dog;

(5) He shall immediately present one copy to the owner or harborer of such dog, and within five days thereafter he shall mail one copy to the License Collector of the City of Huntington Park and it shall be the duty of each such owner or harborer to cause such copy to be mailed or to be filed with such License Collector within said five days. The remaining copy of the certificate shall be retained by the veterinarian;

(6) At the time of the vaccination of any dog, the veterinarian shall also deliver to the owner or harborer of said dog a tag, as evidence of such vaccination. The tag shall be made of durable material suitable to be attached to the collar or harness of the vaccinated dog and shall state the year of vaccination thereon;

(7) Every owner or harborer shall immediately attach the tag evidencing vaccination to the collar or harness of the vaccinated dog and such collar or harness and tag shall be worn by the dog at all times.

Section 4.03. Exemptions.

Notwithstanding any provisions to the contrary, no dog need be vaccinated for rabies where:

a. A licensed veterinarian has examined the dog and in good faith certified that vaccination would endanger the dog's health because of age, infirmity, debility, or other physiological consideration, unless thereafter the Health Officer determines that the health of such dog has improved sufficiently to permit such vaccination without jeopardizing the dog's health. The veterinarian, owner, or harborer shall cause to be filed with the License Collector such certificate in the same manner as vaccination certificates.

Section 5.01. Duties and Powers of Poundmaster and Officers.

a. The contracting pound service of the city shall capture, seize and impound any dog found within the city limits of the city which is running at large, or which is unlicensed, or which is not wearing the required license or vaccination tag issued by the City of Huntington Park, or by any other municipality in the County of Los Angeles or by the County of Los Angeles, provided nothing herein shall be construed as permitting a dog to run at large in said city.

b. Any officer or employee of the contracting pound service, or Poundmaster, or police officer of the City of Huntington Park, for the purpose of enforcing any provision of this ordinance, shall have the right to enter upon any private or public property in the City of Huntington Park in order to examine or capture any dog thereon or therein; provided, however, that no such officer or employee shall have the right to enter a yard or private property which is completely enclosed by a wall or fence, provided that all gates, doors, and other means of entrance to said yard are securely closed, or a house which is in use as a residence without first having secured a search warrant or the consent of the occupant therefor.

c. No dog so impounded shall be released to any person except where there has been a performance of the following conditions:

(1) There has been presented to the Poundmaster a current license for such dog issued by the License Collector, or if the person keeping, harboring, or having such dog is not a resident of the City of Huntington Park, and such non-resident person has presented to the Poundmaster a current license conforming to this ordinance for such dog issued by any other municipality in the County of Los Angeles or by the County of Los Angeles;

(2) Where the person keeping, harboring, or having such

dog is a resident of the City of Huntington Park there has been paid to the Poundmaster the current and any delinquent license fee due the City of Huntington Park for a dog license as provided by law;

(3) There has been paid to the Poundmaster the impounding collection, and other, fees as provided by law or otherwise by ordinance or resolution established;

(4) There has been deposited with the Poundmaster a reasonable amount as determined by the Poundmaster; provided, however, that such fee shall not exceed $5.00, which shall be held by the Poundmaster as security for the cost of the vaccination of said dog; that the difference, if any, between the cost of the vaccination of said dog and the amount of the deposit shall be refunded to the owner of said dog within a reasonable time after said dog has been vaccinated, or there has been shown to the satisfaction of the Poundmaster that such dog has been vaccinated with rabies vaccine within the time periods and according to the other requirements as prescribed by the State Department of Health; or that such dog should not be vaccinated with rabies vaccine by reason of age, infirmity, or other disability;

(5) The Poundmaster has determined that such dog does not have and is not reasonably suspected of having rabies.

d. Within seventy-two (72) hours after the receipt of the aforesaid vaccination fee, or as soon thereafter as possible, the Poundmaster shall cause the dog for which the fee has been paid to be vaccinated according to the requirements as prescribed by the State Department by a person licensed by the State of California to practice veterinary medicine, or secure from such veterinarian a certificate of disability for such dog. After the dog has been vaccinated or a certificate of disability issued and if all conditions of paragraph (c) of this section have been satisfied, the Poundmaster shall release such dog to the person

keeping, harboring, or having such dog or to the person making application for the release of such dog.

e. Whenever the Poundmaster finds that any animal is or will be without proper care because of injury, illness, incarceration or other involuntary absence of, or neglect by, the person responsible for the care of such animal, the Poundmaster may impound such animal until reclaimed by its owner or agent. The owner must pay the pound fees prescribed herein prior to the release of such animal. Any animal which has been impounded, and not reclaimed for ten days after the circumstances causing the impounding have ceased to exist may be disposed of by the Poundmaster as hereinafter provided.

f. The Poundmaster shall, upon taking up and impounding any licensed dog or dogs, contact the owner within twenty-four hours if possible or, if this be impossible, post in a conspicuous place in the City Hall of the City of Huntington Park, and in the public pound, a description of the dog or dogs, with notice that the dog or dogs may be redeemed within three days of the posting of the notice thereof by the payment by the owner, caretaker or custodian of such dog or dogs to the Poundmaster, for each dog, the sum of $2.50 for impounding, the cost of notice, and 50 cents per day for board.

g. The Poundmaster shall, upon taking up any unlicensed dog, notify the owner thereof within twenty-four hours or, if the owner of the dog is unknown, post written notice for 3 days as aforesaid, describing the dog and the time and place of taking. The owner of any dog so impounded may reclaim such dog upon payment of the license fee, together with penalty if any, and of all costs and charges incurred for impounding and maintenance of said dog. The following charges shall be paid to the Poundmaster:

For impounding any dog ---------- $2.50

Keeping any dog ---------- .50 per day

For giving notice ----------Actual cost thereof.

(c) If such dog or dogs as indicated in either subsections (a) of (b) of this section are not redeemed by the owner or owners after notice, such dog or dogs may be sold for the impounding fees accruing thereon. Any dog or dogs not redeemed as above provided shall be humanely destroyed or disposed of, or as may be provided hereafter by contract or otherwise.

Section 6.01. Separability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, in violation of law or inoperative, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Huntington Park hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared unconstitutional, in violation of the law or inoperative.

Section 7.01. Ordinances Repealed. Ordinances Nos. 933, 934, 937, 971, and 1088, and all other ordinances or parts of ordinances of this city inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or part of ordinance hereby repealed prior to the taking effect of this ordinance.

Section 8.01. Penal Provisions.

Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not to exceed the sum of five hundred dollars ($500.00) or imprisonment in the City Jail of the City of Huntington Park or the

County Jail of Los Angeles County, State of California, for a period of time not to exceed six (6) months or by both such fine and imprisonment.

ATTEST:

City Clerk

Mayor of the City of Huntington Park

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, AGNES R. PLATT, City Clerk of the City of Huntington Park, do hereby certify that the foregoing ordinance, being Ordinance No. 1394, was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the City Clerk, all at a regular meeting thereof held on the 13rd day of February, 1958, and that the same was passed and adopted by the following vote, to wit:

AYES: Councilmen - Eaves, Bill, Macke, Kellogg.

NOES: Councilmen - Willson.

ABSENT: Councilmen - None.

City Clerk

ORDINANCE NO. 1629

AN ORDINANCE OF THE CITY OF HUNTINGTON PARK AMENDING SECTIONS 2.01, 4.01 AND 4.02 OF ORDINANCE NO. 1394, THE SAME BEING AN ORDINANCE ENTITLED "AN ORDINANCE OF THE CITY OF HUNTINGTON PARK PROVIDING FOR THE LICENSING, VACCINATION AND REGULATION OF DOGS WITHIN THE CITY OF HUNTINGTON PARK".

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

SECTION 1: That subsections (a) through (d) of Section 2.01 of Ordinance No. 1394 are hereby amended to read as follows:

"Section 2.01 Dog License Required.

(a) Except as in this ordinance provided, it shall be unlawful for any person to have, keep, maintain or harbor within the City of Huntington Park, any dog, without first having obtained from the city an annual license so to do upon the payment of the fee hereinafter mentioned.

(b) The license fee for the keeping, harboring and maintaining a dog in the said City of Huntington Park is hereby fixed as follows:

1. For each dog, the sum of Three Dollars ($3.00) per year, provided, however, that except as hereinafter provided, it shall not be necessary to procure a license or pay a license fee hereunder for any dog under the age of four (4) months. Each such license shall be payable annually in advance on the first day of July of each year and the full amount of such license tax shall be payable for any fraction of such year.

2. The first license fee for any dog shall become due and payable to said city as soon as such dog is kept and maintained within the City of Huntington Park. Any license fee (initial or renewal) remaining unpaid for thirty (30) days after it becomes due and payable, shall be subject to a penalty of Fifty percent (50%) of the license fee, which is hereby imposed, and must be paid before any license is issued for any such dog. In computing the thirty-day period above referred to, the first day shall be excluded.

(c) The "owner" shall state at the time application is made for such license, his name and address, his telephone number

in case of emergency, breed, color and sex of each dog owned or kept by him; and shall exhibit a certificate from the examining veterinarian which evidences either (1) that the period of time remaining from the date of the latest vaccination of such dog to expiration of the license to be issued does not exceed thirty (30) months in the case of vaccination with chick-embryo rabies vaccine or 18 months in the case of vaccination with nerve-tissue rabies vaccine, or (2) that such dog is exempt from vaccination under Section 4.03 hereof; and shall furnish such other information as the License Collector may require.

(d) It is further provided that the above license tax shall not apply to any dogs kept or maintained exclusively in any dog kennel for which a special permit has been first obtained from the City Council as hereinafter required and for which the required kennel license fee or tax hereinafter prescribed has been paid. Any person desiring to establish, conduct, manage or maintain a dog kennel within the City of Huntington Park must first make written application for and obtain a special permit so to do from the City Council of said city and must pay to said city the prescribed kennel license fee therefor, as hereinafter set forth, to wit:

For any such kennel of less than eleven (11) dogs, Fifteen Dollars ($15.00) per year or fraction thereof; of eleven (11) to fifteen (15) dogs, inclusive, Twenty Dollars ($20.00) per year or fraction thereof; of sixteen (16) or more dogs, Thirty Dollars ($30.00) per year or fraction thereof; such license tax shall be due and payable and for the period as hereinabove provided for license tax on dogs. Except as hereinafter in this paragraph otherwise provided, in ascertaining the number of dogs being kept or maintained in any kennel, duly licensed dogs shall be excluded from such number in the event that the person conducting, managing or maintaining such kennel furnishes to said department at the time for such kennel licenses an affidavit stating therein the number of such licensed dogs and the license number of each such dog; provided, however,

that for any kennel containing any such licensed dogs there shall be paid a kennel license in the amount equal to the minimum amount required by the provisions of this section for dog kennels.

For the purpose of this ordinance, a kennel shall be deemed to be and is hereby defined as any lot, building, structure, enclosure or premises (other than a pet shop duly licensed by said city as such, a small animal hospital duly licensed by said city as such or a public pound duly licensed by said city as such) whereon or wherein five (5) or more dogs are kept or maintained for any purpose."

SECTION 2: That subsection b of Section 4.01 of Ordinance No. 1394 is hereby amended to read as follows:

"b. Vaccination as prescribed in this section shall be a prerequisite to issuance of a license under this ordinance unless otherwise provided herein, and no license shall be issued until the vaccination certificate provided in Section 4.02 or certificate of exemption provided in Section 4.03 herein has been exhibited to the License Collector or Poundmaster."

SECTION 3: That subsection a. (5) of Section 4.02 of Ordinance No. 1394 is hereby amended to read as follows:

"(5) He shall immediately present one copy to the owner or harborer of such dog, and within five days thereafter, it shall be the duty of each such owner or harborer to exhibit his copy to the License Collector, at the time of application for license, as evidence of vaccination. The remaining copy of the certificate shall be retained by the veterinarian."

SECTION 4: That subsections a. (6) and a. (7) of Section 4.02 of Ordinance No. 1394 are hereby deleted.

SECTION 5: The City Clerk shall certify to the adoption of this ordinance and cause it to be published once in the Daily Signal, a newspaper of general circulation published and circulated in the City of Huntington Park, such publication to be completed not later than fifteen (15)

days after the passage hereof.

PASSED, APPROVED AND ADOPTED this 5th day of June, 1967.

Mayor of the City of Huntington Park

ATTEST:

City Clerk

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, AGNES R. PLATT, City Clerk of the City of Huntington Park, do hereby certify that the foregoing ordinance, being Ordinance No. 1629, was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting thereof held on the 5th day of June, 1967, and that the same was passed and adopted by the following vote, to wit:

AYES: Councilmen- Jackson, Ruh, Coulter, Horton, Bill.
NOES: Councilmen- None.
ABSENT: Councilmen- None.

City Clerk

ORDINANCE NO. 400 - NS

AN ORDINANCE OF THE CITY OF HUNTINGTON PARK AMENDING ARTICLE 2 OF CHAPTER 1 OF TITLE 6 OF THE HUNTINGTON PARK MUNICIPAL CODE BY ADDING CERTAIN SECTIONS THERETO REGARDING DANGEROUS DOGS.

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

SECTION 1: Article 2 of Chapter 1 of Title 6 of the Huntington Park Municipal Code is hereby amended by adding the following sections thereto, to read as follows:

"Section 6-1.216. Dangerous dogs - Definitions.

(a) Dangerous dog means any dog which would create a danger or which constitutes a menace to the public's health and safety due to its training or the inherent nature of the species. Dangerous dogs shall include, but not be limited to attack-trained dogs and any vicious dog, as defined herein.

(b) Attack-trained dog means any dog which is trained, or is being trained to attack, on command, a person or animal.

(c) Dogs trained or used by the police department of any public agency are specifically excepted from the provisions of this chapter.

(d) Owner means the person legally entitled to possession of the dog concerned, or a member of the household or business where such dog is being kept, or a designated agent of the person legally entitled to possession.

(e) Person means an individual, a partnership, association or corporation.

(f) Vicious dog means any dog, except a trained dog assisting a peace officer engaged in law enforcement duties, which demonstrates any or all of the following behavior:

(1) (A) An attack, without provocation, which requires a defensive action by any person to prevent bodily injury or property damage or that results in an injury to a person or property; or (B) any behavior, without provocation, that constitutes a physical threat or bodily harm to a person; where such attack, injury or behavior occurs in a place where such person is conducting himself peaceably and lawfully; or

(2) An attack without provocation on another animal or livestock which occurs off the property of the owner of the attacking animal.

For the purposes of this subsection, a person is peaceably and lawfully upon the private property of an owner of the animal when he is on such property in the performance of any duty imposed upon him by the laws of this state or any city or county, or by the laws or postal regulations of the United States, or when he is on such property upon invitation by the owner or his or her designee, express or implied.

Section 6-1.217. Dangerous Dogs - Permit For.

(a) No person shall keep, have, maintain, sell, trade, or let for hire a dangerous animal without first obtaining a permit from the City Council. The application for a permit shall contain the name of the applicant,

applicant's address, the applicant's home and business phone numbers, the address and description of the proposed location of where the animal will be kept, if different from applicant's, and a complete description of the animal. A permit obtained under this section is not transferable.

(b) Except as otherwise provided in this article, a permit obtained under this section is valid for as long as the permittee owns the animal; however, when permittee's address or the location where the animal is kept changes, the permit automatically becomes void and a new application must be submitted to the City Council. There shall be a fee of $50.00 assessed for this permit.

(c) The City Council may impose conditions upon the granting of such permit as it deems necessary to protect the public health and safety, such as, but not limited to, the following:

(1) That the dog be confined on the owner's premises in an enclosure approved by the City Council or its designee;

(2) That the dog be kept securely muzzled, leashed and under the control of a person eighteen (18) years of age or older, who is physically capable of restraining the animal when the animal is off his property;

(3) That the applicant demonstrate his financial responsibility to persons injured by the dangerous dog by posting a bond or certificate or other undertaking in the amount of not less than $10,000.00, in a form approved by the City Attorney;

(4) That the owner inform any City, County or Postal Service employee, utility company meter readers, and anyone else, who comes onto the property with implied consent or peaceably and lawfully, of the animal's viciousness if the animal is moved; and

(5) To require the animal to wear an identification tag.

(d) The owner of a dangerous animal shall post the entrances to the property where the animal is kept with a legible sign of at least twelve inches square warning persons of the presence of a dangerous animal.

A violation of the terms and conditions imposed by the City Council may result in the animal being impounded and destroyed.

Section 6-1.218. Dangerous Dogs - Revocation and Suspension of Permit.

(a) Grounds for Revocation or Suspension. Subject to the provisions of Subsection (c), any permit issued pursuant to this article may be revoked or at the discretion of the City Council suspended for a period of up to three (3) months, if the Poundmaster of the City finds any of the following to be true:

(1) The permittee, or the person caring for or having control, or his agent has been convicted of any offense involving the violation of local animal ordinances, the Penal Code, or is in violation of any zoning, health and safety or building ordinance relating to the keeping of any animals;

(2) The permittee has failed to keep and maintain the premises or housing for the animals in a clean and sanitary condition;

(3) The permittee has failed to provide the animal with proper food, water, shelter or attention;

(4) The permittee has violated any rules, regulations or conditions adopted by the City Council as necessary to insure the animal will not endanger the peace, health or safety of any person or property; or

(5) The permittee has changed the location of his residence or his place of business or sells, assigns, transfers, donates, leases, or otherwise disposes of the animal for which the permit was issued.

(b) With respect to guard dogs, any violation of "The Dog Act of 1969", Health and Safety Code Sections 25980, 25981, 25984, 25984.1, 25984.2, 25984.4 a,b,c, and 25987 will result in the suspension of permit pending investigation and a decision by the City Council pursuant to the provisions of Subsection (c).

(c) If, after investigation by the Poundmaster, the City Council concludes that it is probable that one or more of the above grounds for revocation has occurred, it shall cause written notice thereof to be transmitted by mail to the address of the permittee. Said notice shall specify the grounds of possible denial of the permit and shall specify a date and time for an informal hearing to be held before the City Council. Said date shall be not less than five (5) days subsequent to the date the notice is mailed.

After the informal hearing, the City Council may modify the terms of the permit or revoke the permit depending upon the permittee's ability and/or willingness to comply with the requirements of this article.

(d) In the event that it is reasonably necessary to protect against an immediate threat or danger to the public or to an animal's health or safety, the City Council may suspend any permit and cause the Poundmaster to impound the animal without a hearing, for a period not to exceed thirty (30) days.

Section 6-1.219. Dangerous Dogs - Inspection of Premises.

Permits issued pursuant to this article shall provide that, as a condition for issuance, the premises upon which an animal is maintained shall be opened at any reasonable hour for inspection by the Poundmaster or his designee and that said premises shall be made available for inspection by the permittee upon the request of the Poundmaster.

Section 6-1.220. Dangerous Dogs - Prohibited Conduct.

No owner or possessor of a dangerous dog shall cause or permit it to do any of the following:

(a) To violate any of the terms or conditions of the permit issued for the keeping of such dog;

(b) To be upon any public street, sidewalk or other public property unless it is muzzled and under the control of the owner or possessor by being kept on a substantial leash or chain which is continuously held by a competent person who is capable of controlling such animal;

(c) To trespass upon any private property without the consent of the owner;

(d) To be without proper and adequate food, water, shelter, care and attention, as described in Section 597(f) of the Penal Code.

Section 6-1.221. Dangerous Dogs - Penalty For Violation.

Any violation of Sections 6-1.216 through 6-1.220, inclusive, of this article shall be a misdemeanor, and any person convicted of such violation shall be subject to the penalty provided in Section 1-2.01 of this Code."

SECTION 2: The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published once in the Huntington Park Bulletin or Los Angeles Herald Examiner, newspapers of general circulation, printed and published in the County of Los Angeles and circulated in the City of Huntington Park, such publication to be completed not later than fifteen (15) days after the passage hereof, or in lieu of said publication, the City Clerk shall:

(a) Publish a summary of this ordinance in the Huntington Park Bulletin or Los Angeles Herald Examiner and post a certified copy of the full text of this ordinance in the office of the City Clerk, at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted; and

(b) Within fifteen (15) days after the adoption of this ordinance, publish a summary of this ordinance in the Huntington Park Bulletin or Los Angeles Herald Examiner and post in the office of the City Clerk, a certified copy of the full

text of the ordinance as adopted, along with the names of those City Council members voting for and against the ordinance.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 1986.

Mayor of the City of Huntington Park

ATTEST:

City Clerk

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, MARILYN A. BOYETTE, City Clerk of the City of Huntington Park, do hereby certify that the foregoing ordinance, being Ordinance No. 400- NS, was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 3rd day of March, 1986, and that the same was passed and adopted by the following vote, to wit:

AYES: Councilmen- Hennes, Cunningham, Parks, Jackson, Roberts

NOES: Councilmen- None

ABSENT: Councilmen- None

Marilyn A. Boyette
City Clerk

CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

October 20, 2015

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

Dear Mayor and Members of the City Council:

APPROVE REQUEST FOR PURCHASE OF UNMARKED VEHICLE AND SUPPLEMENTARY EQUIPMENT FOR THE POLICE DEPARTMENT

IT IS RECOMMENDED CITY COUNCIL:

1. Approve request to purchase and equip one new Police Department unmarked vehicle from Glendora Dodge Chrysler Jeep Ram; and

2. Authorize Chief of Police to purchase the vehicle and associated equipment.

BACKGROUND

In the month of September, 2015, the City of Huntington Park Police Department (HPPD) reached an agreement with the U.S. Department of Justice (DOJ) Drug Enforcement Administration (DEA), to assign a full-time HPPD Detective to a DEA Task Force. The Task force is comprises of Special Agents and local law enforcement personnel, designated as Task Force Officers (TFO). The assignment of the HPPD detective to the DEA Task Force was effective October 5, 2015.

The Detective will be assigned to the Investigation Division of HPPD, and simultaneously as a TFO. The TFO will work for and report directly to the DEA Task Force supervisor. The TFO will work closely with members of various police agencies assigned to a team, for the purpose of developing; managing; and successfully completing criminal investigations. The investigations will focus on transcontinental drug trafficking organizations, operating in the United States, Mexico, and Canada.

The TFO will be oversee narcotics investigations, which may lead to the seizure of assets and the forfeiting of these assets or a percentage of these assets to the City of Huntington Park.

After a comprehensive process of seeking a qualified Task Force Officer or TFO candidate, a candidate was chosen for; offered; and accepted the TFO position. The selected TFO will be assigned to the DEA Los Angeles Field Division Office. The TFO will work a full-time workweek and will be on-call 24 hours a day and seven days a week. The TFO will likely carry a sizeable and complex caseload; and investigations will cause the TFO to work in cities and counties throughout Southern California, since drug trafficking criminals have no boundaries. The nature and demands of the TFO position will necessitate an assigned, take home vehicle to facilitate efficiency and effectiveness in day-to-day operations.

ANALYSIS

Each DEA TFO is responsible for providing their own suitable unmarked vehicle, used for surveillance and other operational needs. There are many different makes and models suitable for Task Force operations.

The HPPD Crime Suppression Unit (CSU)—narcotics investigators—provided their professional input in this vehicle selection process. CSU devoted considerable time in researching various makes and models suitable for use, with careful consideration as to practicality and pricing. Their recommendation is is appropriate and one of the lowest priced vehicles of this type on the market, and it offers similar benefits and features to more expensive makes and models.

FISCAL IMPACT/FINANCING

The fiscal impact for this request is a grand total expenditure of $35,549.60, to be drawn from the “Police Forfeiture Fund” / Account #229-7010-421.74-10. The total expenditure of $35,549.60, includes the total vehicle cost of $30,549.60 (tax and license fees contained within), and the supplementary equipment (i.e., storage, covert emergency lights, siren, police radio, etc.) cost of $5,000.00. Two additional quotes were gathered and both are more than the selected dealer: Champion Dodge, total vehicle cost of $31,990.00; and Cerritos Dodge Chrysler Jeep, total vehicle cost of $32,908.05.

By purchasing from the recommended dealership, the City will save a minimum of $1,440.40.

CONCLUSION

Upon Approval by the City Council, the Finance Department will issue a Purchase Order for the acquisition of the unmarked vehicle.

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Quotation—Glendora Dodge Chrysler Jeep
B. Quotation—Champion Dodge
C. Quotation—Cerritos Dodge Chrysler Jeep

A

GLENDORA DODGE CHRYSLER JEEP Sale Control V5.52 Friday October 2, 2015

Current Deal #39992 RETAIL SALES

TypeQ 1 Retail Customer A 19189 Stock Z R15863 DateW 10/02/2015

CashSalePrice S	30890.00	Cash Deposit F	0.00	Slsmnl U	848 BROOKS,
Tx Accessory X	595.00	Mnfg Rebate V	4200.00	Slsmn2 #	
Document Fees E	80.00	Pck1 0 days G	0.00	Closer #	
Taxable Smog $	0.00	Pck2 0 days $	0.00		
State Tax $	2840.85	TOTAL DOWN $	4200.00		
Luxury Tax $	0.00				
VEHICLE TOTAL $	34405.85	Trade1 Gross B	0.00	LenderM	0 None
		Payoff Y	0.00	Method:	1 Normal
L A & H TypD 0 $	0.00	ACV H 0.00		TermI	1
Serv Contract C	0.00	Trade2 Gross $	0.00	RateK	0.00% APR, 0.00%
Vehc Insurance $	0.00	Payoff $	0.00		
NonTx Accessry $	0.00	ACV $ 0.00		1stPymtDate:	11/01/2015
		TOTAL TRADE $	0.00	Days to 1st PymtO	30
State DMV Fee R	335.00				
State Smog Fee $	0.00	TOTAL SALE $	34749.60		
State Tire Fee $	8.75	TOTAL CREDIT $	4200.00	MNTHLY PYMT P	30549.60
DMV R/S NumberJ		AMT FINANCED N	30549.60	TOTAL PYMTS $	30549.60

FastDeal:

Customer: CITY OF HUNTINGTON PARK Stock: 2015 DODGE DURANGO 4X2/54

VIN #1C4RDHAG3FC946249 31540/31490/-1100

- Printing Screen -

B

FI9C0I Purchase Information Screen CD-FI

Deal Number:	150445 (DMV Errs)	17) CL/A&H Code/Amt:	NO
1) Contract Date:	10/02/15	18) Trade-In's:	
2) Fin Inst:	CASH	19) SERVICE CONTRACT:	
3) Cust Name:		20) ** Total We Owes :	
4) County:		21) Calif. Tire Fee:	
5) Stock Number:	714911	22) GAP:	
6) Cash Price:	$ 29,660.37	23) DaysTo/1stPmtDate:	45 11/16/15
7) Rebate:	$ 750.00	24) APR/Add On:	.00% .00%
8) Cash Down:		25) Term:	1
9) Total Pickup Payments:		26) ***PAYMENT***:	$ 31,990.00
Total Down:	$ 750.00	CFEG:	$ 3,717.63-
10) Sales Tax:	9.0000% $ 2,676.63	Sale Subtotal:	$ 28,910.37
11) Total Fee/Options:	$ 403.00	Total Financed:	$ 31,990.00
12) MBI SVC CONTRACT:		Finance Charge:	
13) DMV Amt/Add:$	264.00	Total Other Charges:	
14) DMV Additional Fee:		Total of Payments:	$ 31,990.00
15) M.S.R.P.:		Deferred Price:	$ 32,740.00
16) Balloon Rt/Amt:		Unpaid Balance:	$ 31,990.00

Command:

F1=Help F2=Home F3=Save F4=Cancel SF6=Warning SF8=Fee/Tax

C

FI9C0I Purchase Information Screen CERD-FI

	Deal Number:	300836 (DMV Est.)	18)	ELECTRONIC DMV FEE:	$ 29.00
1)	Contract Date:	10/02/15	19)	Service Contract:	
2)	COUNTY:		20)	GAP INSURANCE:	
3)	Fin Inst:	PENDING	21)	OWNER CARE:	
4)	Stock Number:	1548171	22)	TO WHOM PAID:	
5)	Cash Price:	$ 30,490.00	23)	Sales Tax: 9.0000%	$ 2,751.30
6)	M.S.R.P.:	$ 33,490.00	24)	Calif. Tire Fee*:	$ 8.75
7)	Trade-Ins:		25)	Term:	1
8)	Cash Down:		26)	APR/Add On: .00%	.00%
9)	Rebate:	$ 750.00	27)	DaysTo/1stPmtDate: 30	11/01/15
10)	PU/Amt#1:		28)	Payment:	$ 32,908.05
11)	PU/Amt#2:			Sale Subtotal:	$ 29,740.00
12)	Doc Fee:	$ 80.00		Total Financed:	$ 32,908.05
13)	DMV Amt/Add:$ 269.00			Finance Charge:	
14)	SMOG SELLER/STATE:			Total Other Charges:	
15)	Total Fee/Options:	$ 416.75		Total of Payments:	$ 32,908.05
16)	ACCESSORIES:			Deferred Price:	$ 33,658.05
17)	OWNERCARE:			Unpaid Balance:	$ 32,908.05

Command:

F1=Help F2=Home F3=Save F4=Cancel SF6=Warning SF8=Fee/Tax

CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

October 20, 2015

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

Dear Mayor and Members of the City Council:

APPROVE RELEASE OF 2014 COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT FUNDS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve release of funding for the 2014 Community Oriented Policing Services Grant Program from the United States Department of Justice, Office of Community Oriented Policing Services; and

2. Authorize the Chief of Police to execute the release of the funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The COPS Hiring Program (CHP) is designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides funds directly to law enforcement agencies in order to hire new officers or rehire officers laid off due to budget cuts.

CHP grants provide funding for the approved entry-level salaries and fringe benefits of full-time officers for a 36-month grant period, with a minimum 25 percent local cash match requirement and a maximum federal share of $125,000.00 per year total. The Huntington Park Police Department was awarded funding to hire three new entry level police officers for a period of three years. Moreover the grant requires that those employed under the funding be kept one year beyond the life of the grant (four year total commitment).

In 2014 the Police Department submitted for the CHP under the administration of the previous Police Chief. The grant was awarded and currently it is pending the approval of City Council for acceptance.

After a careful review of the award, staff has formed the opinion that the grant and the funds should be released. It is not economically beneficial in the long term to the City of Huntington Park to accept these funds.

FISCAL IMPACT/FINANCING

CHP grants provide funding for the approved entry-level salaries and fringe benefits of full-time officers for a 36-month grant period, with a minimum 25 percent local cash match requirement and a **maximum federal share of $125,000.00 per officer position** (only $**41,666** per position per year) for the entire three years. The Huntington Park Police Department has been awarded the funding to hire three new entry level police officers for a period of three years. Moreover the grant requires that those employed under the funding be kept one year beyond the life of the grant. This would require the Police Department to fully fund the salaries of the three new employees for at minimum one additional year.

The program is intended to increase the baseline staffing levels, prevent layoffs or rehire previously laid off employees through the use of the program. Currently our baseline is 62 sworn officers and the implementation of this grant would increase our staffing levels to 65 sworn. The anticipated expenditure during the course of the next four years is (based on total salary & benefits):

- $130,000 per officer per year
- $520,000 per officer four year total
- $1,560,000 total for the four years and all three officers
- $375,000 total federal match
- $1,185,000 total expenditure to the City after federal contribution

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All grant recipients must retain any CHP-funded officer positions awarded for at least 12 months after the 36 months of federal funding has ended for each position.

CONCLUSION

Based on staff research it appears that when the application for this grant was submitted the complete financial impact to the city was not fully assessed and understood. After a thorough and careful review of the grant financial terms, it was determined that the financial obligation to the City was much greater than the financial benefits provided by the funding. It is recommended that the grant and the funds be released as it is not economically beneficial to the City of Huntington Park.

Upon approval by the City Council:

1. The Police Department will release the funding and COPS Hiring Grant Program.

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

COSME LOZANO
Chief of Police

ATTACHMENT(S)

A: 2014 Homeland Security Grant Program Subrecipient Agreement

U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, N.E., Washington, DC 20530

COPS

Memorandum

COPS Hiring Program (CHP)

To: Chief Jorge Cisneros
Huntington Park, City of

Re: COPS Hiring Program Financial Clearance Memo
A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

ORI #: CA01931 **Grant #: 2014UMWX0165**

Total Officers Awarded: 3

	Year 1 – Approved Costs Per Entry-level Officer	Year 2 – Approved Costs Per Entry-level Officer	Year 3 – Approved Costs Per Entry-level Officer
Base Salary Information:	**$88,332.00**	**$92,748.00**	**$97,385.00**
Fringe Benefits	**$44,024.52**	**$46,225.60**	**$48,536.68**
Social Security:	$0.00	$0.00	$0.00
Medicare:	$1,280.81	$1,344.85	$1,412.08
Health Insurance:	$16,208.28	$17,019.26	$17,870.15
Life Insurance:	$180.00	$185.50	$194.77
Vacation:	$0.00	$0.00	$0.00
Sick Leave:	$0.00	$0.00	$0.00
Retirement:	$25,100.47	$26,358.98	$27,676.82
Worker's Compensation:	$0.00	$0.00	$0.00
Unemployment Insurance:	$0.00	$0.00	$0.00
Other Costs:	$1,254.96	$1,317.01	$1,382.86
Total Per Year:	**$132,356.52**	**$138,973.60**	**$145,921.68**

Officer Costs:

Project Costs Per Officer:		**Grand Total Project Costs:**	
Salaries and Fringe Benefits:	**$417,252.00**	Salaries and Fringe Benefits:	**$1,251,755.00**
Federal Share:	**$125,000.00**	Federal Share:	**$375,000.00**
Applicant Share:	**$292,252.00**	Applicant Share:	**$876,755.00**

Waiver Granted: No

Budget Cleared Date: 09/28/2014

Overall Comments:

A financial analysis of budget costs has been completed, and this Financial Clearance Memorandum (FCM) reflects the amount of federal funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your FCM. The FCM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM. Fringe benefits already reflected in the base salary may not be drawn down individually under Fringe Benefits.

CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

October 20, 2015

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

Dear Mayor and Members of the City Council:

AUTHORIZATION TO ENTER INTO AN INTERAGENCY MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ASIAN PACIFIC AMERICAN DISPUTE RESOLUTION CENTER

IT IS RECOMMENDED THE CITY COUNCIL:

1. Approve the MOU between the Asian Pacific American Dispute Resolution Center (APADRC) and the City of Huntington Park Police Department (HPPD; and

2. Authorize the Mayor and the Chief of Police to execute the MOU.

BACKGROUND

HPPD officers respond to calls for service daily and routinely encounter longstanding conflicts between members of the public, such as disputes between neighbors or local business establishments, and other issues that are not necessarily criminal matters but are quality of life concerns.

In the recent past, Department management was presented with a comprehensive presentation by a staff member from the Asian Pacific American Dispute Resolution Center (APADRC) Restorative Justice. "Restorative Justice…is a process in which all of the people affected by a crime or other conflict-related situation are invited to listen to each other fully, to express themselves openly and to work together to create a Restoration Agreement for moving forward."[1]

[1] "Restorative Justice," http://apadrc.org/mediation-services/restorative-justice/ (2015)

APADRC further describes Restorative Justice as "…a serious, viable and complimentary alternative to the Court system. It offers a secure environment in which individuals who have done harm are held accountable for their actions and individuals who have been harmed are able to work through the consequences of the harmful situation towards an improved sense of closure."[2]

Some Restorative Justice suitable cases include, but are not limited to, minor vandalisms; thefts; assault; threats; and abuses.[3] HPPD expects to have these lower level criminal matters, implicating juveniles as the perpetrators—which are not processed through the conventional court system—referred to the Centinela Youth Service (CYS) Juvenile Arrest Diversion Program. CYS is a juvenile diversion program, previously authorized by City Council (Regular Agenda Item 8, August 3, 2015), through the Council Agenda Report process and includes a Memorandum of Agreement between CYS and HPPD. Adult implicated perpetrators of the above list of minor crimes may be suitable for Restorative Justice, if prosecution is not desired by the victim(s).

The APADRC Restorative Justice can also be applied successfully to those matters that would, in all probability, not lead to an arrest, for instance dysfunctional family communications and/or other household issues; loitering or homeless; on-going conflicts, like neighborhood disturbances and noise complaints; and problematic individuals in general, whether adults and/or juveniles.

PURPOSE/JUSTIFICATION FOR RECOMMENDATION

HPPD recommends the use of APADRC Restorative Justice for those non-CYS juvenile matters, which in all likelihood would not lead to an arrest; lower level crimes involving adults, in which prosecution is not desired by the victim(s); and conflicts in general, whether they involve adults and/or juveniles.

Agencies that utilize Restorative Justice services are Monterey Park; El Monte; and Azusa Police Departments, as well as the Temple City Sheriff's Station; and the Pomona Juvenile Court and Unified School District.

Restorative Justice is a relatively new program, entering its second year of operations. Restorative Justice gathers evaluations from its participants, which when analyzed, boast a 90% excellent rating for program satisfaction. These include evaluations from District Attorney and Public Defender representatives.

The purpose of this MOU is to establish operational practices and set forth terms and conditions to ensure the functionality of APADRC serves the needs of the City of Huntington Park Police Department and its citizenry. Under the MOU, APADRC and the City of Huntington Park Police Department will remain responsible for the supervision

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[2] Restorative Justice brochure (2014)
[3] "When is RJ appropriate?" list, http://apadrc.org/mediation-services/restorative-justice/ (2015)

and control of its own employees. The City of Huntington Park ("City") may terminate the agreement by providing 30 day notice to APADRC.

FISCAL IMPACT/FINANCING

APADRC receives ongoing funding from the County of Los Angeles. All services provided are at no cost to the City and/or Department. There will be no fiscal impact to the City for this project.

CONCLUSION

Authorize the Mayor and Chief of Police to execute the Memorandum of Understanding between the Asian Pacific American Dispute Resolution Center and the City of Huntington Park Police Department.

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Memorandum of Understanding
B. APADRC Facts Sheet
C. APADRC Brochure

MEMORANDUM OF UNDERSTANDING

BETWEEN

ASIAN PACIFIC AMERICAN DISPUTE RESOLUTION CENTER
1145 WILSHIRE BOULEVARD, SUITE 100
LOS ANGELES, CA 90017
CHARLES CHANG, EXECUTIVE DIRECTOR

AND

HUNTINGTON PARK POLICE DEPARTMENT
6542 MILES AVENUE
HUNTINGTON PARK, CA. 90255
COSME LOZANO, CHIEF OF POLICE

This document defines the terms of a referral relationship between the **Asian Pacific American Dispute Resolution Center** (APADRC) and **Huntington Park Police Department** (the referral agency) (the parties) with respect to Restorative Justice services provided and client referrals:

1. **Goals of Restorative Justice**

Restorative Justice (RJ) is a process in which all of the people affected by a crime or other conflict-related situation are invited to listen to each other fully, to express themselves openly and to work together to create a Restoration Agreement for moving forward. The RJ process is about coming to terms with past actions.

Cases appropriate for RJ include, but are not limited to, low level vandalism, theft, physical violence. It can also be applied successfully to youth in general, dysfunctional family communications, youth found loitering or homeless, on-going low-level conflicts or problematic individuals.

2. **Stages of Restorative Justice Procedure**

   a. INTAKE: Each case is referred to the APADRC by the referral agency. Questions guided by the intake form are posed to the referral agent as well as the parties. These questions may include the description of events, likelihood to participate, goals for participation, potential additional participants. Those additional participants are also contacted.
   b. PREPARATION: As many one-on-one or small group meetings as required take place in order to prepare the parties and participants for the ultimate circle. Significant progress and even agreement can come within this phase, but it may also consist of simply building trust and a full understanding of the process and its application in the given case.

c. CIRCLE: All of the participants come together for an hour to several hours, following an agenda devised by the facilitator and pre-approved by all participants (including potentially the referral agent). All points are discussed, including harming individual accepting and addressing their responsibility, harmed individual expressing consequences and feelings and all others having an opportunity to contribute. Finally, the agreement, already much discussed and drafted even in preparation phase, is presented by the harming individual, finalized and accepted by all other participants, most notably the harmed individual, and signed by all present.
d. FOLLOW THROUGH: The agreement is realized, including harming individual's required actions and the agreed upon follow through terms involving APADRC. These final terms can include telephone check ins, follow up meetings or letters and reports submission and can last between three and twelve months. In all cases, there is a follow up phone call in the year following the case to check in on participants' future experience and feeling, to keep stats on potential recidivism and to verify efficacy of the process and agreement.

3. **Responsibilities of APADRC**
   a. APADRC will provide Restorative Justice services to individuals referred by the referral agency who are already or who may become involved in criminal procedures and who have their residence within the Los Angeles County Supervisory District One (see annexed map and list of zip codes).
   b. APADRC will inform, by way of presentations, meetings or responding to questions, any referral agency employees regarding the program, the referral process and appropriate types of cases.
   c. These services will be performed by APADRC facilitators. They will be trained both in basic mediation and Restorative Justice. They will operate under the supervision of the program director at all times. They will have undergone criminal background checks performed by both the Department of Justice (D.O.J.) and the Federal Bureau of Investigations (F.B.I.).
   d. Facilitator assignments can be justified and explained by APADRC at any time and facilitators can be replaced if the referral agent deems this justification unsatisfactory.
   e. The program director and/or facilitator(s) will be available 9am-5pm Monday to Friday to do case intakes with referral agents. Beyond this schedule, particular appointment times can be arranged.
   f. Facilitators will conduct a preparatory phase of development with the victim and offender (the clients) including intake interviews, preparatory discussions and establishing contact with additional potential participants, including family and friends as well as appropriate community members to be decided with the clients.
   g. Facilitators will arrange the Restorative Justice session. They will prepare the space. They will receive and guide, support and convey the seriousness of the process to all participants throughout. They will formalize and have all participants confirm and sign the final agreement, where applicable, and distribute copies to clients and other participants.

h. APADRC will maintain existing and establish new connections with various pertinent community organizations, from prevention programs, substance abuse treatment, and therapy services, making these known to participants during sessions and assuring their integration within these organizations in the follow through stage.
i. Facilitators will maintain contact with clients, participants and referral agents throughout the entire process, including during the follow through phase. According to the particular needs of each case, this may mean written reports, regular phone calls or in person meetings.
j. Facilitators and the program director will keep referral agents apprised of the progress of all cases. This may include: written reports upon completion of the session, and monthly written reports until the completion of the restoration agreement's terms during the follow through stage. It also includes seeking a final confirmation of any case closure.
k. APADRC will, upon request by the referral agency, write and provide supplemental reports to outside agencies, including but not limited to courts, police departments and probation offices.
l. APADRC will prepare and provide the referral agency with at least one report every twelve (12) months documenting the number of cases referred to APADRC by the referral agency. The report shall summarize the status of each case referred to the APADRC by the referral agency.

4. **Responsibilities and Rights of the Referral Agency**
   a. The referral agency will refer appropriate cases to APADRC each month. The number and nature of cases is to be determined between the parties and may evolve through time.
   b. The referral agency will assist APADRC in the task of informing their employees about the program and facilitating the referral process.
   c. The referral agency will provide, as much as reasonably possible, space to APADRC to be used strictly for meetings with clients and participants and Restorative Justice sessions.
   d. The referral agency, as it sees fit, will assist APADRC in disseminating information about the program to other potential referral agencies, including but not limited to courts, police departments and probation offices.
   e. The referral agency will maintain at all times the right to redirect a specific case into the judicial system or other diversion programs according to their discretion.
   f. The referral agency can conduct additional background checks on APADRC facilitators and can require justification of their assignment and their replacement if still dissatisfied.
   g. The referral agency will assist in the scheduling of regular short briefing presentations to patrol officers and detectives by APADRC facilitators.
   h. The referral agency will permit APADRC facilitators to go on police ride-alongs, with uniformed California P.O.S.T. Certified and Trained Peace Officers, on a periodic basis, with prior approval from the Chief of Police or his/her designee.
   i. The referral agency will allow APADRC literature to be placed on the police departments lobby for constituents to obtain.

j. The referral agency will host the APADRC Police Relations Coordinator for a semi-regular meeting with a detective or authorized personnel.
k. The goal of this meeting will be to review the current case load in order to identify cases that can be referred to the APADRC Restorative Justice Program.

5. **Confidentiality**
   a. APADRC agrees that all of its records are confidential and will neither provide nor share the information to third parties except by subpoena or search warrant. Moreover, APADRC will give notice to the referral agency if records are requested by third parties, by order of the court, subpoena or search warrant.
   b. APADRC understands and agrees that all statements obtained from victims, offenders, third parties or any other witnesses are discoverable if the case is filed within criminal procedures or where bodily harm is threatened.
   c. APADRC agrees to immediately provide copies of its files, reports, recordings, or any other documentation upon request by the referral agency.

6. **Victim's Rights**
   a. APADRC agrees to protect rights of victims as outlined in Marsy's law in California Constitution article 28. This also includes, but is not limited to, protecting victim's rights to privacy with respect to any school records or medical records.
   b. APADRC agrees not to intimidate, coerce, or harass victims into participating in its program after clear notification that the victims do not want to participate.

7. **Program Funding**
   a. There will be no monetary exchange between the parties nor will clients or participants in the program be required to pay anything for the Restorative Justice services. The referral agency is not liable for any costs associated with the services provided under this Memorandum of Understanding.
   b. Beyond these services, the elements of any Restoration Agreement among the clients will not be funded by APADRC or the referral agency. Discounted rates and alternative funding may possibly exist or be arranged, but ultimately funding of the final elements of the agreement is the participants' responsibility.
   c. Information relating to the funding of the program can be requested by the referral agency at any time. The APADRC shall provide such information to the referral agency within a reasonable period of time.

8. **Review/Modification**
   a. APADRC and the referral agency will conduct periodic reviews, separately and in meetings together as deemed necessary, of this Memorandum of Understanding.
   b. Changes of this Memorandum of Understanding shall be in writing and approved by authorized representatives of each agency.

9. **Participation in Similar Activities**

This Memorandum of Understanding in no way restricts each agency from participating in similar activities with other public or private agencies, organizations or individuals.

10. **Intellectual Property**
APADRC materials provided to the referral agency remain the property of APADRC and cannot be reproduced by the referral agency without the written permission of APADRC.

11. **Duration**
This Agreement shall start from the date of the signature and be ongoing until either party makes a request to terminate.

12. **Withdrawal**
APADRC or the referral agency may withdraw from this Memorandum of Understanding at any time by providing the other party 30 days advance notice.

[*Signatures on following page*]

ASIAN PACIFIC AMERICAN DISPUTE RESOLUTION CENTER

_____

Charles Chang,
Chief Executive Officer

_____

DATE

CITY OF HUNTINGTON PARK

_____

Cosme Lozano, Chief of Police

_____

DATE

_____

Karina Macias, Mayor

_____

DATE

_____

Arnold M. Alvarez-Glasman,
City Attorney

_____

DATE

_____

Donna G. Schwartz, City Clerk

_____

DATE

APADRC's **Restorative Justice program** provides **opportunities for collaborative, group dialogue** with the goal of **both healing and empowering diverse communities** through the development of **relevant, peaceful solutions and positive, ongoing relationships.**

What is Restorative Justice?

Restorative Justice (RJ) is a process in which all of the people affected by a crime or other conflictual situation are invited to listen to each other fully, to express themselves openly and to work together to create a Restoration Agreement for moving forward.

What happens during an RJ session?

*Police officer describes situation;
*harming individual speaks of his/her responsibility;
*harmed individual speaks of the effects on him/her;
*all participants have a chance to contribute;
*the harming individual's family creates a proposal;
*it is discussed, modified and confirmed by all;
*a follow-up is performed within the following year.

What does a Restoration Agreement contain?

*Formalized acknowledgements;
*Monetary or in-kind restitutions;
*Community involvement;
*Empowerment towards self-evaluation;
*Appropriate to the harmful act;
*Decided upon by participants.

When is RJ appropriate?

*School related issues (bullying, gangs)
*Community nuisance (disturbing, noise)
*Property crimes (vandalism, theft)
*Violent crimes (assault, threats, abuse)
*Family issues (abuse, negligence)
*Not limited as to complexity or degree

Who participates?

*The police/court representatives
*The harmed and harming individuals
*Their families
*Interested professionals and community members
*See Note on terminology for specifics regarding all terms used here.

Why APADRC's RJ program?

*RJ sessions are carried out in a safe, serious and structured environment with the active participation, and final approval, of both Police Officers and Community Members.
*RJ facilitators are fully trained and possess appropriate linguistic and cultural knowledge.
*An emphasis is placed on accountability. Openness and honest self-evaluation are encouraged, while consistent and impartial moral support is provided and a clear discipline is maintained.
*A large referral network is in constant development. Contacts and resources (for Restoration Agreements notably) are maintained throughout the San Gabriel Valley and the entire LA area.
*A reliable presence in the community is maintained and facilitators are available for contact.
*Funding from LA County requires that 55 cases be resolved per year.
*RJ is based on a simple, predeveloped and consultable written script with facilitator's role limited to maintaining the focus and guiding the discussion through open-ended questions.

Does Restorative Justice "have teeth"?

Initially doubtful Colorado Police Officer and Army Veteran, Greg Ruprecht, said, "it actually has more teeth" and that having to face one's crime and do that truthfully is much harder than being locked away.*

apadrc.org/rjustice

RESTORATIVE JUSTICE

APADRC

ASIAN PACIFIC AMERICAN DISPUTE RESOLUTION CENTER

About APADRC

Founded in July of 1989 to provide mediation and conflict resolution services, the Asian Pacific American Dispute Resolution Center (APADRC) is dedicated to serving traditionally underrepresented and underserved communities which face barriers such as language, culture, and income.

APADRC

Motivation
Consequence
Responsibility
Harming Individual

This term emphasizes the *Temporary and Correctable* Actions of the Offender

Closure
Participation
Understanding
Harmed Individual

This term avoids the often enduring judgment of the term Victim in favor of a healable state.

Contact Us

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9:00 a.m. to 5:00 p.m.
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*Rowan Leach, Molly, "Restorative Justice Is on the Rise," in the Huffington Post, July 23, 2013.

Vision Statement

APADRC's **Restorative Justice program** provides opportunities for **collaborative, group dialogue** with the goal of **both healing and empowering diverse communities** through the development of **relevant, peaceful solutions** and **positive, ongoing relationships.**

Why APADRC's RJ program?

*RJ sessions are carried out in a safe, serious and structured environment with the active participation of Police Officers and Community Members.

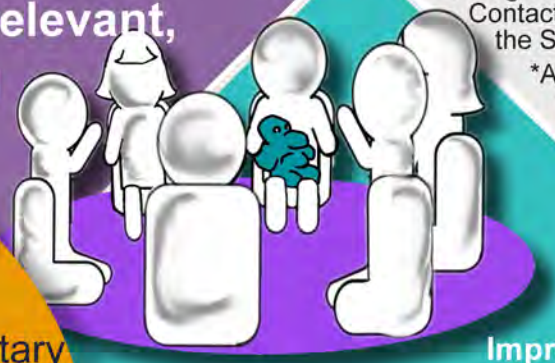
*RJ facilitators are fully trained and possess appropriate linguistic and cultural knowledge.

*The emphasis is placed on accountability. Openness and honest self-evaluation are encouraged, while consistent and impartial moral support is provided.

*A large referral network is in constant development. Contacts and resources are maintained throughout the San Gabriel Valley and the entire LA area.

*A reliable presence in the community is maintained and facilitators are available for contact throughout the work week.

*RJ is based on a simple, predeveloped and consultable written script with facilitator's role limited to maintaining the focus and guiding the discussion through open-ended questions.



What is Restorative Justice?

RJ is a serious, viable and complimentary alternative to the Court systems. It offers a secure environment in which individuals who have done harm are held accountable for their actions and individuals who have been harmed are able to work through the consequences of the harmful situation towards an improved sense of closure.

Billy and Sara: Improved Relations in the School Yard

APADRC's experience with RJ in a school context has brought us a number of encouraging experiences. Of which the story of Billy (real names not used for example), a young mixed-race boy of 10 years old who punched his 9 year old caucasian classmate, Sara, in the face three times after menacing her with a sharpened ruler.

Billy was going to be suspended from school for his behaviour. An RJ session was held, however, between the children, some of their friends, a parent of each, two teachers, the principal, and two facilitators. Billy's small toy bear was used as a "talking piece", which allows its holder to speak, reminds that the children are the focus of the session and also helps the others to listen actively and compassionately.

After Sara's Father suggested disallowing all contact between them, Billy expressed his comprehension of such a desire and said that he would do the same thing if he were her Father. Soon after, the Father spoke about how much Billy reminded him of himself at a younger age, and he shared about his own path in youth and gave some advice for how Billy could perhaps make better choices himself.

In the end, a better understanding of the mutual taunts and teasing between Billy and his classmates' was reached and a plan for obliging certain activities for both of them and better framing their future relationship was decided upon.

What's in an Agreement?

*Appropriate to the harmful act;
*Decided upon by participants;
*Formalized acknowledgements;
*Monetary or in-kind restitutions;
*Community involvement;
*Empowerment towards auto-evaluation.

When is RJ appropriate?

*School related issues (bullying, gangs)
*Community nuisance (disturbing, noise)
*Property crimes (vandalism, theft)
*Violent crimes (assault, threats, abuse)
*Family issues (abuse, negligence)

How Does RJ actually work?

1. Referrals from Police, Schools etc.
2. Individual interviews with Parties
3. Double screening process
4. Participative scheduling and preparation

During the Session:

5. A Police Officer describes the situation
6. The Harming Individual speaks of responsibility
7. The Harmed Individual speaks of effects
8. All participants have a chance to contribute
9. The Harming Individual's Family makes a proposal
10. All discuss and can modify the agreement
11. The case is followed up in 6-12 months