

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, April 21, 2020

6:00 p.m.

City Hall Council Chambers

6550 Miles Avenue, Huntington Park, CA 90255

Manuel “Manny” Avila
Mayor

Graciela Ortiz
Vice Mayor

Karina Macias
Council Member



Marilyn Sanabria
Council Member

Eduardo “Eddie” Martinez
Council Member

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

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

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

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

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

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

Public Comment

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

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

PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hpca.gov or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record.

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

Proclamation Proclaiming April 2020 as "Autism Awareness Month"

PUBLIC COMMENT

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

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6

City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: Police Management Association (PMA)

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

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

- 1-1. Special City Council Meeting held April 6, 2020
- 1-2. Regular City Council Meeting held April 7, 2020

FINANCE

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

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

3. **CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH VELADA CONSULTING LLC TO PROVIDE PUBLIC INFORMATION OFFICER SERVICES, PUBLIC AFFAIRS SUPPORT AND STRATEGIC PLANNING FOR SPECIALIZED ACTIVITIES**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve professional services agreement with VELADA Consulting LLC.
2. Upon approval, authorize the City Manager to negotiate final terms and execute professional services agreement.

COMMUNITY DEVELOPMENT

4. ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive final argument or comments from the Appellant or the City and other comments from members of the public; and
2. Adopt Resolution No. 2020-39, Upholding the Planning Commission's Determination to Revoke Conditional Use Permit (CUP) Case No, 1530 in connection with Real Property Located at 5728 Santa Fe Avenue, Huntington Park, California (Kitty Kat Bar).

HUMAN RESOURCES

5. CONSIDERATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (HPGEA)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Memorandum of Understanding (MOU) between the City of Huntington Park and the Huntington Park General Employees' Association (HPGEA) for the period January 1, 2019 through June 30, 2024

PUBLIC WORKS

6. CONSIDERATION AND APPROVAL OF PURCHASE ORDER AND INSTALLATION OF FOUR SYSTEM GATE VALVES AND TWO HYDRANT VALVES REPLACEMENTS

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Approve the purchase of four (4) system gate valves in the amount of \$46,310.00 from account 681-8030-461.73-10; and
2. Approve the purchase of two (2) hydrant valves in the amount of \$18,590.00 from account 681-8030-461.73-10; and
3. Appropriate \$18,590.00 from account 681-8030-461.73-10 for the purchase of two hydrant valves; and
4. Authorize City Manager or designee to execute the purchase orders.

7. RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SENATE BILL 1 THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Adopt Resolution No. 2020-XX approving the Fiscal Year 2020-21 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017; and
2. Authorize staff to upload the resolution with the list of streets to the California Transportation Commission (CTC) website.

8. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT AND PROPOSALS NECESSARY TO CONTINUE AND COMPLETE CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a professional services agreement with Klimt Consulting LLC for a not-to-exceed amount of \$60,000 payable from Account No. 152-6010-451.73-10; and
2. Approve Inframark's Request for Proposal for water meter abandonment and replacement for a not-to-exceed amount of \$44,765.60 payable from Account No. 681-8030-461.73-10; and
3. Approve Infrastructure Engineers' Request for Proposal for Geotechnical Engineering Services for a not-to-exceed amount of \$25,000 payable from Account No. 152-6010-451.73-10; and
4. Authorize the City Manager to execute the Professional Services Agreements and Request for Proposals to continue and oversee the completion of the construction contract for CIP 2018-08 Huntington Park Greenway Project.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Eduardo "Eddie" Martinez

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Graciela Ortiz

Mayor Manuel “Manny” Avila

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 5, 2020 at 6:00 P.M.

I M. Susan Crum, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 17th day April 2020.



M. Susan Crum, Acting City Clerk

MINUTES

Special Meeting of the City of Huntington Park City Council Monday, April 6, 2020

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

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:30 p.m. on Monday, April 6, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

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

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Avila.

PUBLIC COMMENT - None

REGULAR AGENDA

OFFICE OF THE CITY CLERK

- 1. Waive Further Reading and Adopt Resolution Reciting the Facts of the Consolidated Municipal Election Held on March 3, 2020.**

City Manager Ricardo Reyes announced the item.

Motion: Council Member Sanabria motioned to adopt Resolution 2020-XX, Reciting the Facts of the Consolidated Municipal Election Held on March 3, 2020, Declaring the Results thereof as Provided By Law, seconded by by Vice Mayor Avila, Motion passed 4-0-1, by the following vote.

ROLL CALL:

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

2. Presentation of Certificates of Election, Administration of the Oath or Affirmation of Allegiance and Seating of Council Member(s): Graciela Ortiz, Eduardo “Eddie” Martinez and Marilyn Sanabria

Mayor Macias announced the presentation of Certificates of Election, the Administration of the Oath or Affirmation of Allegiance for incoming council members.

Mayor Macias first called up Re-Elected Council Member Marilyn Sanabria.

Re-Elected Council Member Marilyn Sanabria – Oath administered by Jonathan Sanabria, her brother, bible held by Joshua Sanabria, her brother.

Acting City Clerk Susan Crum presented Council Member Sananbria with a Certificate of Election.

At 6:40 p.m. Mayor Macias called for a recess to clear out the room and then continue with Re-Elected Council Member Ortiz’s swear-in.

At 6:48 p.m. Mayor Macias reconvened to continue with the presentation to Re-Elected Council Member Graciela Ortiz. All Council Members present, with the exception of Council Member Pineda.

Re-Elected Council Member Graciela Ortiz - Oath administered by Graciela Garcia Coolbaugh, her mother, bible held by Silvia Andrade, Godmother.

Acting City Clerk Susan Crum presented Council Member Ortiz with a Certificate of Election.

At 6:53 p.m. Mayor Macias called for a brief recess to sanitize the room again, before we continued with the next swear-in of the new council member.

Mayor Macias reminded viewers watching On-Line, that these ceremonies are usually different. Unfortunately, due to the COVID 19 concerns; we are taking precautions and making sure we sanitize the room before each of the swear-ins. Mayor Macias also thanked staff and cleaning crew for keeping everyone safe.

At 6:59 p.m. Mayor Macias reconvened to continue with the presentation to Council Member-Elect, Eduardo “Eddie” Martinez. All Council Members present, with the exception of Council Member Pineda.

Newly Elected Council Member Eduardo “Eddie” Martinez - Oath administered by Richard Lawrence Saldivar, and bible held by Benjamin Martinez.

Acting City Clerk Susan Crum presented Newly Elected Council Member Martinez with a Certificate of Election.

Mayor Macias announced the conclusion of presentations of Certificates of Election and the Administration of the Oath or Affirmation of Allegiance, and moved on to Item No. 3, Selection of Mayor and Vice Mayor for a term of one year.

Mayor Macias announced they were on Facebook live, noted that she will be stepping down as Mayor, but will still be part of the City Council. Thanked everyone in attendance, congratulated the new Council Members. Thanked her colleagues and family for their support. Thanked Directors and Staff for all their assistance. Thanked all those frontline workers during this challenging time.

At this time the new City Council is seated at the dais, consisting of Council Member(s): Eduardo “Eddie” Martinez, Marilyn Sanabria, Graciela Ortiz, Vice Mayor Manuel “Manny” Avila and Mayor Karina Macias.

APPOINTMENTS

3. Selection of Mayor and Vice Mayor for a Term of One Year

Mayor Macias opened up nominations for Mayor.

At 7:10 p.m. Mayor Macias called for a brief recess.

At 7:18 p.m. Mayor Macias reconvened the meeting to continue with the selection of Mayor.

Motion: Council Member Ortiz motioned to nominate Council Member Manuel “Manny” Avila as Mayor, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote.

ROLL CALL:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): None

Mayor Macias announced at this time the newly appointed Mayor would re-affirm his Oath.

Newly appointed Mayor Manuel “Manny” Avila, accompanied by his wife Rebecca Avila – Oath administered by his daughter, Martha Avila, bible held by his daughter Maria Avila Gengenbacher.

City Manager Ricardo Reyes presented a plaque and flowers to out-going Mayor Karina Macias, thanked her on behalf of the city and staff. Looks forward to working with Council in the future.

Mayor Avila opened up nominations for Vice Mayor.

Motion: Council Member Sanabria motioned to nominate Council Member Ortiz as Vice Mayor, seconded by Council Member Macias, Motion passed 5-0-1, by the following vote.

ROLL CALL:

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

END OF REGULAR AGENDA

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Karina Macias congratulated incoming Mayor Avila. Thanked her colleagues. Noted that these are tough times, but that they would get through it together. Thanked everyone for all their support during her time as Mayor.

Council Member Eduardo “Eddie” Martinez congratulated former Mayor Macias. Thanked her for the work she has done. Looking forward to working with his colleagues and the community. Noted these are challenging times for everyone, but together they will fight with love and education to overcome these times. He asked residents, schools, and business leaders to work together to move the city forward.

Council Member Marilyn Sanabria thanked family, friends, and volunteers for their support and help during her campaign. Looking forward to help move the city forward. Thanked both Council Member Macias and Vice Mayor Ortiz for their support and look forward to working with them and the community.

Vice Mayor Ortiz thanked her colleagues for the opportunity to be Vice Mayor and is looking forward to working with them. Congratulated Mayor Avila. Thanked the residents of Huntington Park for giving her the opportunity for her second term. Thanked former Mayor Macias for the work she has done. Thanked family, friends, teammates, co-workers, and colleagues for their support. Thanked her volunteers for the help during the campaign. Looking forward to moving this beautiful city forward.

Mayor Manuel “Manny” Avila thanked his colleagues for the opportunity and thanked his family and friends for all their support. Together with his colleagues and Community, they will move the city forward. Looking forward to help the City of Huntington Park to be a better place to work, play and live.

ADJOURNMENT

At 7:51 p.m., Mayor Avila adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, April 7, 2020 at 6:00 P.M., and in memory of all those who have lost their lives due to the Coronavirus disease.

Respectfully submitted,

M. Susan Crum, Acting City Clerk

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, April 7, 2020

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

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, April 7, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

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

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

INVOCATION

Invocation was led by Mayor Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Martinez.

PRESENTATIONS - None

PUBLIC COMMENT

1. Jaime Bravo, (Public Comment was submitted within the allotted time and was read by Acting City Clerk, Susan Crum), voiced concerns regarding the City's Memorandum and the parking situations during this time.

STAFF RESPONSE – City Manager Ricardo Reyes wanted to report that recommendation #3 on Staff Report No.3, was missed when published, but was part of the staff report. Correction will be noted in the minutes.

CLOSED SESSION

At 6:14 p.m. Araceli Almazan, Legal (via teleconference), recessed to closed session.

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6

City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: Police Management Association (PMA)

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code Section 54957
One Matter
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One Matter

At 7:37 p.m. Mayor Avila reconvened to open session.

CLOSED SESSION ANNOUNCEMENT

Araceli Almazan, Legal (via teleconference), announced with all five members of the City Council present, all three items of the Closed Session portion of the agenda were discussed. No final action was taken. Nothing further to report.

CONSENT CALENDAR

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

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

FINANCE

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

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

3. Authorize and Approve Employment Agreement for Public Works Director.

City Manager Ricardo Reyes announced the item.

Motion: Council Member Sanabria moved to approve the City Manager's recommendation of candidate to serve in the position of Public Works Director; authorized City Manager to negotiate final terms; and approved City Manager to execute an employment agreement for Public Works Director, seconded by Vice Mayor Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

4. Resolution issuing Executive Order No. 04.07.2020 by the City Council of the City of Huntington Park Restricting Commercial and Residential Evictions due to the spread of the Coronavirus Disease 2019.

City Manager Ricardo Reyes announced the item and introduced Director of Community Development, Sergio Infanzon, who would present the item.

Motion: Vice Mayor Ortiz moved to adopt Resolution 2020-XX issuing Executive Order No. 04.07.2020 by the City Council restricting eviction of commercial and residential tenants due to the spread of the Coronavirus Disease 2019, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

POLICE

5. Approve purchase of Wireless Infrastructure for ICI Montebello – Huntington Park Link compatible with the Interagency Communications Interoperability (ICI) Radio System.

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

Motion: Council Member Sanabria moved to authorize the City Manager to execute an agreement with Wireless Infrastructure Services (WIS) and Motorola Solutions Inc. for the installation of a Cambium Networks 4ft Single POL Microwave Link, needed to connect the Police Department's dispatch center to the NEW ICI radio system; authorized the Chief of Police to purchase the new Microwave Link and coordinate the installation from Wireless Infrastructure Solutions (WIS); and approved a budget appropriation in the amount of \$54,634 to account number 229-7010-421.74-10, Asset Forfeiture Fund Capital Outlay, Equipment, seconded by Vice Mayor Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

PUBLIC WORKS

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

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

Motion: Council Member Sanabria moved to authorize the City Manager, or his designee, to enter into an Agreement with Golden State Water Company for the lease of 1,200 acre feet of water rights with flex (flex being the carryover privileges associated with the quantity leased water rights) or any portion thereof, and authorized City Manager or his designee to execute, in duplicate, any and all documents pursuant to the disposition of water lease rights for the City Water Utility, seconded by Vice Mayor Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez asked everyone to be strong, be well, be kind, and to be of service. To hang in there and together we will get the city back to the way it was in a few months.

Council Member Sanabria wanted to thank all staff for continuing to come to work during these times. Congratulated newly elected Council Member Martinez and looked forward to working with him. Announced the upcoming Senior Pantry on Thursday, April 16th.

Council Member Macias wanted to thank staff for still coming to work. This shows the community that we are working together. Mentioned the food pantry and that residents can still participate via a drive through operation. Thanked LA Food Bank for providing this service to our seniors.

Vice Mayor Ortiz asked that everyone stay safe. Thanked staff for coming in and putting together a different swearing in ceremony the night before and for keeping everyone safe. Mentioned the food pantry. Announced the Senior Citizen food distribution/delivery program, along with the “Grab-n-Go” meal program at various schools within the community.

Mayor Avila congratulated the “Magic Team”. Happy to be part of this team. Congratulated outgoing Mayor Macias for her leadership and passion. Welcomed newly elected Council Member Martinez and looks forward to working with him. Congratulated re-elected Council Member Sanabria and Vice Mayor Ortiz, and looks forward to working with everyone.

ADJOURNMENT

Mayor Avila adjourned the meeting at 8:01 p.m., in the name of the volunteers, Police and Fire Personnel, City Staff and everyone involved in working to fight the Coronavirus, to a Regular Meeting on Tuesday, April 21, 2020 at 6:00 P.M.

Respectfully submitted,

M. Susan Crum
Acting City Clerk

City of Huntington Park List of Funds

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

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 4-21-2020**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|------------------------------------|-----------------|--------------------|-------------------------------|--------------------|
| ABBA TERMITE & PEST CONTROL | 42033 | 111-7065-441.61-20 | BEE REMOVAL | 195.00 |
| | 42059 | 111-7065-441.61-20 | BEE REMOVAL | 195.00 |
| | | | | \$390.00 |
| ADAMSON POLICE PRODUCTS | INV323016 | 225-7120-421.74-10 | PD WEAPON LIGHTS | 1,119.96 |
| | | | | \$1,119.96 |
| ALL CITY MANAGEMENT SERVICES,INC | 67676 | 111-7022-421.56-41 | CROSSING GUARD - MAR 2020 | 4,122.82 |
| | | | | \$4,122.82 |
| ALVAREZ-GLASMAN & COLVIN | 2019-09-19082 | 745-9031-413.33-70 | LEGAL SRVCS-CLAIM 1976810 | 40.50 |
| | | | | \$40.50 |
| AMANDA BARRAGAN | 76345 / 76683 | 111-0000-347.60-00 | P&R EXCURSION REFUND | 10.00 |
| | | | | \$10.00 |
| AMAZON.COM SERVICES, INC. | 11VX-TRGF-CQ3N | 111-6020-451.61-35 | AFTER SCHOOL SUPPLIES | 277.93 |
| | 13PY-33HD-Y7HH | 111-6020-451.61-35 | AFTER SCHOOL SUPPLIES | 330.76 |
| | 17HT-V7MR-4TP3 | 111-6020-451.61-35 | AFTER SCHOOL SUPPLIES | 53.98 |
| | 1HT7-NTHK-FLTL | 111-6030-451.61-35 | P&R SPORT SUPPLIES | 282.40 |
| | 11QG-G4P1-9WPD | 111-6065-451.57-46 | SENIOR PROGRAM SUPPLIES | 413.35 |
| | 1HC4-779K-6Q3L | 111-9010-490.61-60 | P&R OFFICE SUPPLIES | 65.50 |
| | 1HJH-7LWP-3RTJ | 239-6060-466.61-20 | AFTER SCHOOL SUPPLIES | 28.58 |
| | 1JCV-36RN-CGTF | 239-6060-466.61-20 | AFTER SCHOOL SUPPLIES | 1,301.38 |
| | 1KPX-WLDM-NKG7 | 239-6060-466.61-20 | AFTER SCHOOL SUPPLIES | 620.97 |
| | | | | \$3,374.85 |
| AMERIGAS | 4008236383 | 741-8060-431.43-20 | SRVC TO PW GAS PUMPS | 213.16 |
| | | | | \$213.16 |
| ANGELA TOBAR | 76355 / 76678 | 111-0000-347.60-00 | P&R EXCURSION REFUND | 10.00 |
| | | | | \$10.00 |
| ARAMARK UNIFORM & CAREER APPAREL | 534974385 | 741-8060-431.56-41 | PW UNIFORM RENTAL SRVC | 208.45 |
| | | | | \$208.45 |
| ARROYO BACKGROUND INVESTIGATIONS | 2233 | 111-7010-421.56-41 | PD POST & CADET BCKGROUND | 2,200.00 |
| | 2262 | 111-7010-421.56-41 | POST BACKGROUND CHECK | 2,200.00 |
| | 2263 | 111-7010-421.56-41 | POST BACKGROUND CHECK | 2,200.00 |
| | | | | \$6,600.00 |
| AT&T | 000014501164 | 111-7010-421.53-10 | PD DISPATCH 2/20/20-3/19/20 | 373.36 |
| | | | | \$373.36 |
| AT&T PAYMENT CENTER | 2/28/20-3/27/20 | 111-7010-421.53-10 | PD PHONE SRVC 2/28/20-3/27/20 | 968.59 |
| | | | | \$968.59 |
| AVELAR, ANA M. | 12593-7814 | 681-0000-228.70-00 | WATER FINAL BILL REFUND | 5.23 |
| | | | | \$5.23 |
| AVINA, JESSICA | 19539-8822 | 681-0000-228.70-00 | WATER FINAL BILL REFUND | 34.41 |
| | | | | \$34.41 |
| B AND H SIGNS | 18673 | 229-7010-421.74-10 | PD VEHICLE GRAPHICS | 1,050.00 |
| | | | | \$1,050.00 |
| BAKHSHI, MICHAEL | 23695-25332 | 681-0000-228.70-00 | WATER FINAL BILL REFUND | 688.46 |
| | | | | \$688.46 |
| BLACK AND WHITE EMERGENCY VEHICLES | 3339 | 741-8060-431.43-20 | REMOUNT LIGHT BAR #909 | 80.00 |
| | | | | \$80.00 |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 4-21-2020**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|-------------------------------------|-----------------|--------------------|----------------------------------|---------------------|
| BOB BARKER COMPANY INC. | WEB000660537 | 121-7040-421.56-14 | JAIL SUPPLIES | 332.70 |
| | | | | \$332.70 |
| BRINK'S INCORPORATED | 3199448 | 111-9010-419.33-10 | TRANSPORTATION - MAR 2020 | 497.97 |
| | 3199449 | 111-9010-419.33-10 | MONEY PROCESSING-MAR 2020 | 227.21 |
| | | | | \$725.18 |
| BRIZUELA'S IRON WORK | 0800 | 535-8090-452.43-20 | REPAIRS SPLASH PAD ROOM | 1,250.00 |
| | | | | \$1,250.00 |
| CAROLINA RUIZ | 76501 / 76679 | 111-0000-347.60-00 | P&R EXCURSION REFUND | 15.00 |
| | | | | \$15.00 |
| CENTRAL BASIN MWD | HP-FEB20 | 681-8030-461.41-00 | POTABLE WATER-FEB 2020 | 118,428.88 |
| | | | | \$118,428.88 |
| CENTRAL FORD | 351712 | 741-8060-431.43-20 | LOWER RADIUS ARMS BUS 001 | 154.02 |
| | 352815 | 741-8060-431.43-20 | PD FRONT SUSPENSION #966 | 37.55 |
| | | | | \$191.57 |
| CHARTER COMMUNICATIONS | 0514415040120 | 111-7010-421.53-10 | PD INTERNET 3/30/20-4/29/20 | 654.85 |
| | 0444795040220 | 111-9010-419.53-10 | CITY HALL INTERNET 4/2/20-5/1/20 | 1,999.00 |
| | 0389644040120 | 121-7040-421.56-14 | PD TV SRVCS 3/31/20-4/30/20 | 292.34 |
| | | | | \$2,946.19 |
| CINDI CAYAX | 32320 | 111-6065-451.57-46 | P&R CONTRACT INSTRUCTOR | 210.00 |
| | | | | \$210.00 |
| CLINICAL LAB OF SAN BERNARDINO, INC | 973202 | 681-8030-461.56-41 | WATER TESTING 1/2020 | 306.00 |
| | 973716 | 681-8030-461.56-41 | WATER TESTING 2/2020 | 244.75 |
| | | | | \$550.75 |
| COMMERCIAL TIRE COMPANY | 1-158580 | 741-8060-431.43-20 | REPAIR FLAT TIRE UNIT 411 | 398.56 |
| | 1-158694 | 741-8060-431.43-20 | TIRE REPAIR UNIT # 412 | 195.98 |
| | 1-158704 | 741-8060-431.43-20 | TIRE REPAIR UNIT # 411 | 196.55 |
| | 1-GS158636 | 741-8060-431.43-20 | TIRES PD UNIT # 270 | 539.13 |
| | | | | \$1,330.22 |
| CONCENTRA MEDICAL CENTERS | 67439880 | 111-2030-413.56-41 | CADET PHYSICAL EXAMS | 722.00 |
| | 67621841 | 111-2030-413.56-41 | PHYSICAL EXAM | 497.50 |
| | | | | \$1,219.50 |
| CONSOLIDATED OFFICE SYSTEMS | 29571 | 111-7040-421.61-31 | PD RECORD SUPPLIES | 1,156.15 |
| | | | | \$1,156.15 |
| COUNTY OF L.A. DEPT OF PUBLIC WORKS | REPW20030904355 | 222-8010-431.73-10 | PROJECT SRVCS-FEB 2020 | 588.23 |
| | | | | \$588.23 |
| CROSSROADS SOFTWARE | 6946 | 224-7115-421.74-10 | COLLISION REPORT SOFTWARE | 20,265.00 |
| | | | | \$20,265.00 |
| CSMFO | 2020MEMBERSHIP | 111-3010-415.59-15 | FY 2020 CSMFO MEMBERSHIP | 110.00 |
| | | | | \$110.00 |
| DANIELA ALCAREZ | HP080002559 | 111-0000-351.10-10 | PARKING CITATION REFUND | 55.00 |
| | | | | \$55.00 |
| DAPEER, ROSENBLIT & LITVAK | 17029 | 111-0220-411.32-70 | GEN CODE ENFORCE MATTERS | 159.20 |
| | 17031 | 111-0220-411.32-70 | COMU DEV LEGAL SRVCS | 67.50 |
| | | | | \$226.70 |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 4-21-2020**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|-------------------------------------|-----------------|--------------------|---------------------------|---------------------|
| DATA TICKET INC. | 111180 | 111-5055-419.56-41 | CODE ENFORCE CITES 2/2020 | 41.50 |
| | 111228 | 111-7065-441.56-41 | ANIMAL CITATIONS-FEB 2020 | 335.40 |
| | 111335 | 111-7065-441.56-41 | ANIMAL CITATIONS-FEB 2020 | 17.50 |
| | | | | \$394.40 |
| DATAPROSE, INC. | DP2001101 | 681-3022-415.53-20 | BILLING POSTAGE-MAR 2020 | 1,474.33 |
| | DP2001101 | 681-3022-415.56-41 | WATER BILLING-MAR 2020 | 994.18 |
| | | | | \$2,468.51 |
| DEPARTMENT OF ANIMAL CARE & CONTROL | 3/25/2020 | 111-7065-441.56-41 | ANIMAL HOUSING-FEB 2020 | 8,574.39 |
| | | | | \$8,574.39 |
| DIAZ, RAFAELA | 21045-9398 | 681-0000-228.70-00 | WATER CREDIT BALANCE | 33.96 |
| | | | | \$33.96 |
| DORA AVALOS | 76351 / 76681 | 111-0000-347.60-00 | P&R EXCURSION REFUND | 10.00 |
| | | | | \$10.00 |
| ELIZABETH HERNANDEZ | HP010019482 | 111-0000-351.10-10 | PARKING CITATION REFUND | 55.00 |
| | | | | \$55.00 |
| EXPRESS TRANSPORTATION SERVICES LLC | HPE04012020 | 111-0000-362.20-15 | PROPERTY LEASE | -2,000.00 |
| | HPE04012020 | 111-0000-362.20-15 | VEHICLE LEASE | -500.00 |
| | HPE04012020 | 219-0000-340.30-00 | FARE BOX COLLECTIONS | -2,546.98 |
| | HPE04012020 | 219-8085-431.56-43 | HP EXPRESS-MARCH 2020 | 32,702.20 |
| | DAR04012020 | 219-8085-431.56-45 | DIAL-A-RIDE APRIL 2020 | 63,845.00 |
| | HPE04012020 | 220-8085-431.56-43 | HP EXPRESS-MARCH 2020 | 32,702.20 |
| | HPE04012020 | 222-8010-431.56-43 | HP EXPRESS-MARCH 2020 | 32,702.20 |
| | | | | \$156,904.62 |
| FERGUSON ENTERPRISES INC | 8707761 | 111-8023-451.43-10 | PLUMBING SUPPLIES | 229.91 |
| | | | | \$229.91 |
| FOXIT SOFTWARE INCORPORATED | INV2003600 | 111-7040-421.61-31 | PD PHANTOM PDF SOFTWARE | 1,208.40 |
| | | | | \$1,208.40 |
| GABRIELA CARDENAS | HP020020183 | 111-0000-351.10-10 | PARKING CITATION REFUND | 55.00 |
| | HP020020184 | 111-0000-351.10-10 | PARKING CITATION REFUND | 55.00 |
| | | | | \$110.00 |
| GARCIA, ADRIAN | 20493-11416 | 681-0000-228.70-00 | WATER FINAL BILL REFUND | 190.88 |
| | | | | \$190.88 |
| GILBERTO AMADOR | 76332 / 76668 | 111-0000-228.20-00 | P&R RESERV CANCELLATION | 500.00 |
| | 75781 / 76668 | 111-0000-347.30-00 | P&R RESERV CANCELLATION | 1,404.00 |
| | | | | \$1,904.00 |
| GIM. CAROLINE | 23913-7954 | 681-0000-228.70-00 | WATER FINAL BILL REFUND | 43.50 |
| | | | | \$43.50 |
| GLOBALSTAR USA | 100000001107242 | 111-7010-421.53-10 | PD PHONE SRVC | 86.30 |
| | | | | \$86.30 |
| GORM INC | 284451 | 111-9010-419.61-60 | COVID19 SUPPLIES - GLOVES | 1,820.93 |
| | 284037 | 111-9010-490.61-60 | SUPPLIES FOR COVID-19 | 1,742.16 |
| | | | | \$3,563.09 |
| HARRISON, KELBY | 22459-14936 | 681-0000-228.70-00 | WATER FINAL BILL REFUND | 30.32 |
| | | | | \$30.32 |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 4-21-2020**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|-----------------------------------|----------------|--------------------|---------------------------|---------------------|
| HASA, INC. | 676659 | 681-8030-461.41-00 | CHLORINE PURCHASE | 85.95 |
| | 676660 | 681-8030-461.41-00 | CHLORINE PURCHASE | 239.05 |
| | | | | \$325.00 |
| HDS WHITE CAP CONSTRUCTION SUPPLY | 10012098304 | 111-8010-431.61-21 | CONCRETE SEALER | 703.18 |
| | | | | \$703.18 |
| INFRAMARK LLC | 50217 | 283-8040-432.56-41 | SEWER MAINTAINENCE-APR 20 | 12,935.80 |
| | 50217 | 681-8030-461.56-41 | WATER/SEWER MAINT- APR 20 | 99,718.31 |
| | 50103 | 681-8030-461.73-10 | OCTIVE METER PURCHASE | 13,210.74 |
| | 50104 | 681-8030-461.73-10 | METER REPLACEMENT MATERIA | 3,266.48 |
| | | | | \$129,131.33 |
| INFRASTRUCTURE ENGINEERS | 24924 | 111-5010-419.56-49 | PLAN CHECK SRVC-FEB 2020 | 35,628.50 |
| | 24870 | 111-8080-431.56-62 | ENGINEERING PLAN CHECK | 62,246.10 |
| | 24952 | 152-6010-451.73-10 | ENGINEERING SRVC-MAR 2020 | 15,000.00 |
| | 24942 | 202-8080-431.73-10 | DESIGN SRVCS-HAWL SIGNAL | 1,463.00 |
| | 24941 | 681-8030-461.76-09 | DESIGN/CONSTRUCTION MGMT | 7,750.60 |
| | | | | \$122,088.20 |
| IRMA REYNOSO | HP020020782 | 111-0000-351.10-10 | PARKING CITATION REFUND | 55.00 |
| | | | | \$55.00 |
| J316 BUILDER | 255 | 111-7024-421.56-41 | JANITORIAL SRVC-MAR 2020 | 3,700.84 |
| | 256 | 111-7024-421.56-41 | JANITORIAL SUPPLY-MAR 20 | 698.45 |
| | 255 | 111-8020-431.56-41 | JANITORIAL SRVC-MAR 2020 | 1,400.56 |
| | 256 | 111-8020-431.56-41 | JANITORIAL SUPPLY-MAR 20 | 419.07 |
| | 255 | 111-8022-419.56-41 | JANITORIAL SRVC-MAR 2020 | 4,344.72 |
| | 256 | 111-8022-419.56-41 | JANITORIAL SUPPLY-MAR 20 | 931.26 |
| | 255 | 111-8023-451.56-41 | JANITORIAL SRVC-MAR 2020 | 11,473.09 |
| | 256 | 111-8023-451.56-41 | JANITORIAL SUPPLY-MAR 20 | 2,607.55 |
| | | | | \$25,575.54 |
| JDS TANK TESTING & REPAIR INC | 14359 | 741-8060-431.43-20 | FUEL TANK TESTING 3/2020 | 135.00 |
| | 14446 | 741-8060-431.43-20 | ANNUAL UST MONITOR CERT | 1,195.00 |
| | | | | \$1,330.00 |
| JERRY'S AUTO BODY, INC. | 31584 | 741-8060-431.43-20 | REPLACE TAILGATE HANDLE | 247.69 |
| | | | | \$247.69 |
| JIMENEZ, ALMA | 19407-5828 | 681-0000-228.70-00 | WATER FINAL BILL REFUND | 29.87 |
| | | | | \$29.87 |
| JORGE LOPEZ | HP020021435 | 111-0000-351.10-10 | PARKING CITATION REFUND | 55.00 |
| | | | | \$55.00 |
| JOSE MERCADO | 76393 / 76685 | 111-0000-347.60-00 | P&R EXCURSION REFUND | 10.00 |
| | | | | \$10.00 |
| JUDICATE WEST | 500335 | 745-9031-413.32-70 | CLERK'S LEGAL SRVCS | 1,716.67 |
| | | | | \$1,716.67 |
| KAJIWARA COMMUNICATIONS | HP0001 | 111-2030-413.56-41 | HR ADMIN CONSULTING SRVCS | 1,950.00 |
| | | | | \$1,950.00 |
| KAREN ELENA MURILLO RIOS | HP030021530 | 111-0000-351.10-10 | PARKING CITATION REFUND | 93.00 |
| | | | | \$93.00 |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 4-21-2020**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|-----------------------------------|----------------|--------------------|---------------------------|--------------------|
| KARINA RIVERA | HP0010015691 | 111-0000-351.10-10 | PARKING CITATION REFUND | 90.00 |
| | HP050017992 | 111-0000-351.10-10 | PARKING CITATION REFUND | 90.00 |
| | | | | \$180.00 |
| KONICA MINOLTA BUSINESS SOLUTIONS | 264633276 | 111-0110-411.43-05 | ADMIN COPIER - FEB 2020 | 105.22 |
| | 264633276 | 111-0210-413.43-05 | ADMIN COPIER - FEB 2020 | 105.22 |
| | 264633351 | 111-7010-421.44-10 | PD PATROL COPIER-FEB 2020 | 210.44 |
| | 264633524 | 111-7010-421.44-10 | PD ANNEX COPIER-FEB 2020 | 66.64 |
| | 265283244 | 111-7010-421.44-10 | PD PATROL COPIER-MAR 2020 | 66.64 |
| | 265283694 | 111-7010-421.44-10 | PD ANNEX COPIER MAR 2020 | 210.44 |
| | 265283696 | 111-7010-421.44-10 | PD ANNEX - 1/1-3/31/20 | 150.97 |
| | 264633350 | 111-7022-421.56-41 | PD ADMIN COPIER-FEB 2020 | 210.44 |
| | 264633442 | 111-7022-421.56-41 | PD JAIL COPIER-FEB 2020 | 139.36 |
| | 265283511 | 111-7022-421.56-41 | JAIL COPIER -MARCH 2020 | 139.36 |
| | 265283512 | 111-7022-421.56-41 | JAIL COPIER 1/1-3/31/20 | -1.75 |
| | 265283601 | 111-7022-421.56-41 | PD ADMIN COPIER-MAR 2020 | 210.44 |
| | 265283602 | 111-7022-421.56-41 | PD ADMIN COPIER 1/1-3/31 | 491.36 |
| | 264633615 | 111-7030-421.44-10 | DETECTIVE COPIER-FEB 2020 | 298.91 |
| | 265283407 | 111-7030-421.44-10 | DETECTIVE COPIER-MAR 2020 | 298.91 |
| | 265283408 | 111-7030-421.44-10 | DETECTIVE-1/1-3/31/20 | 553.05 |
| | 264633180 | 111-7040-421.44-10 | RECORDS COPIER-FEB 2020 | 298.91 |
| | 264633185 | 111-7040-421.44-10 | RECORDS COPIER-FEB 2020 | 379.63 |
| | 265283075 | 111-7040-421.44-10 | PD RECORD COPIER MAR 2020 | 298.91 |
| | 265283077 | 111-7040-421.44-10 | PD RECORDS - 1/1-3/31/20 | 144.93 |
| | 265283413 | 111-7040-421.44-10 | PD RECORD COPIER-MAR 2020 | 379.63 |
| | 265283416 | 111-7040-421.44-10 | PD RECORDS- 1/1-3/31/20 | 844.14 |
| | 264033688 | 111-9010-419.43-15 | FINANCE COPIER - JAN 2020 | 280.66 |
| | 264033968 | 111-9010-419.43-15 | FINANCE COPIER - JAN 2020 | 359.99 |
| | 265283693 | 111-9010-419.43-15 | FINANCE COPIER - MAR 2020 | 280.66 |
| | 265283695 | 111-9010-419.43-15 | FINANCE - 1/1-3/31/20 | 202.22 |
| | 265283702 | 111-9010-419.43-15 | FINANCE COPIER - MAR 2020 | 359.99 |
| | | | | \$7,085.32 |
| LA COUNTY SHERIFF'S DEPT | 202920BL | 121-7040-421.56-41 | PD INMATE MEAL SERVICE | 1,164.82 |
| | | | | \$1,164.82 |
| LAN WAN ENTERPRISE, INC | 65913 | 111-7010-419.43-15 | IT SERVICES-APRIL 2020 | 22,772.00 |
| | 65923 | 111-7010-421.74-10 | SERVER-CROSSROAD SYSTEM | 4,024.00 |
| | 65913 | 111-9010-419.43-15 | IT SERVICES-APRIL 2020 | 22,772.00 |
| | | | | \$49,568.00 |
| LB JOHNSON HARDWARE CO. | 106799 | 111-8024-421.43-10 | PD ROOF SUPPLIES | 38.06 |
| | 106968 | 111-9010-490.61-60 | COVID19 SUPPLIES | 52.45 |
| | 468155 | 111-9010-490.61-60 | COVID19 SUPPLIES | 203.32 |
| | | | | \$293.83 |
| LEONEL MONTANO | 76494 / 76684 | 111-0000-347.60-00 | P&R EXCURSION REFUND | 10.00 |
| | | | | \$10.00 |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 4-21-2020**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|-----------------------------|----------------|--------------------|---------------------------|--------------------|
| LIEBERT CASSIDY WHITMORE | 1494248 | 111-0220-411.32-70 | ADMIN LEGAL SRVCS | 629.00 |
| | 1494249 | 111-0220-411.32-70 | ADMIN LEGAL SRVCS | 1,498.40 |
| | 1494250 | 111-0220-411.32-70 | ADMIN LEGAL SRVCS | 37.00 |
| | 1494251 | 111-0220-411.32-70 | ADMIN LEGAL SRVCS | 768.00 |
| | | | | \$2,932.40 |
| LOZADA'S TRANSMISSIONS INC. | 4040 | 741-8060-431.43-20 | TRANMISSION OVERHAUL #902 | 1,709.79 |
| | | | | \$1,709.79 |
| LUCHA WRESTLING PURORESO | 23435-2444 | 681-0000-228.70-00 | WATER FINAL BILL BALANCE | 932.52 |
| | | | | \$932.52 |
| LUCY ESQUEDA | 75837 / 76676 | 111-0000-228.20-00 | P&R RESERVATION CANCELLED | 500.00 |
| | 75735 / 76676 | 111-0000-347.30-00 | P&R RESERVATION CANCELLED | 927.00 |
| | | | | \$1,427.00 |
| LYNBERG & WATKINS APC | 54394 | 745-9031-413.32-70 | CLERK'S LEGAL SRVS | 2,885.35 |
| | 54395 | 745-9031-413.32-70 | CLERK'S LEGAL SRVS | 3,676.39 |
| | 54396 | 745-9031-413.32-70 | CLERK'S LEGAL SRVS | 1,611.30 |
| | 54397 | 745-9031-413.32-70 | CLERK'S LEGAL SRVS | 2,926.40 |
| | | | | \$11,099.44 |
| MARIA D LOPEZ | HP030022752 | 111-0000-351.10-10 | PARKING CITATION REFUND | 145.00 |
| | HP030023175 | 111-0000-351.10-10 | PARKING CITATION REFUND | 145.00 |
| | | | | \$290.00 |
| MARIA MARTINEZ | 76393 / 76686 | 111-0000-347.60-00 | P&R EXCURSION REFUND | 10.00 |
| | | | | \$10.00 |
| MARIA REGALADO | 75997/76677 | 111-0000-228.20-00 | FACILITY RENTAL REFUND | 500.00 |
| | 75997/76677 | 111-0000-347.30-00 | FACILITY RENTAL REFUND | 842.00 |
| | | | | \$1,342.00 |
| MATERIAL DAMAGE APPRAISAL | 139475 | 745-9031-413.32-70 | CLERK'S LEGAL SRVS | 152.00 |
| | | | | \$152.00 |
| MAZUMDER, PARITOSH | 21955-22208 | 681-0000-228.70-00 | WATER DEPOSIT REFUND | 100.00 |
| | | | | \$100.00 |
| MERRIMAC ENERGY GROUP | 2201094 | 741-8060-431.62-30 | FUEL PURCHASE | 4,499.10 |
| | | | | \$4,499.10 |
| MICHAEL GORDON | HP030025816 | 111-0000-351.10-10 | PARKING CITATION REFUND | 55.00 |
| | | | | \$55.00 |
| MIGUEL ANGELO CORONA | HP030026601 | 111-0000-351.10-10 | PARKING CITATION REFUND | 55.00 |
| | | | | \$55.00 |
| MIRIAM REYES | 76351 / 76680 | 111-0000-347.60-00 | P&R EXCURSION REFUND | 10.00 |
| | | | | \$10.00 |
| MODERN WIRELESS | 22967-10118 | 681-0000-228.70-00 | WATER DEPOSIT REFUND | 1,000.00 |
| | | | | \$1,000.00 |
| MOTOROLA SOLUTIONS, INC | 16094845 | 225-7120-421.74-10 | KEYLOADER FOR PROGRAM | 6,772.96 |
| | | | | \$6,772.96 |
| NAPA PARTS WHOLESALE | 021762 | 741-8060-431.43-20 | BATTERIES FOR PD UNITS | 332.76 |
| | | | | \$332.76 |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 4-21-2020**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|-------------------------------------|----------------|--------------------|----------------------------------|--------------------|
| NATIONWIDE ENVIRONMENTAL SERVICES | 30715 | 220-8070-431.56-41 | BUS STOP CLEANING-MAR2020 | 17,377.50 |
| | 30714 | 221-8010-431.56-41 | SWEEPING SRVCS-MAR 2020 | 19,630.13 |
| | 30714 | 222-8010-431.56-41 | SWEEPING SRVCS-MAR 2020 | 29,055.11 |
| | | | | \$66,062.74 |
| NEW CHEF FASHION INC. | 987425 | 111-7022-421.61-24 | EMPLOYEE UNIFORMS | 99.00 |
| | 987426 | 111-7022-421.61-24 | EMPLOYEE UNIFORMS | 104.72 |
| | | | | \$203.72 |
| NICHOLS CONSULTING ENGINEERS, CHTD | 966023002 | 221-8010-431.76-01 | DESIGN/MGMT-MAR 2020 | 14,426.47 |
| | | | | \$14,426.47 |
| NICK ALEXANDER RESTORATION | 3753 | 741-8060-431.43-20 | RESTORE FRONT SEATS #912 | 325.00 |
| | | | | \$325.00 |
| NOBEL SYSTEMS, INC | 14775 | 111-8030-461.56-42 | FIELD FORMS ANNUAL HOSTIN | 9,800.00 |
| | | | | \$9,800.00 |
| NORTH STAR LAND SCAPE LLC | 1601-67 | 222-8010-431.56-41 | LANDSCAPE MAINT-MAR 2020 | 2,912.00 |
| | 1601-67 | 535-8090-452.56-60 | LANDSCAPE MAINT-MAR 2020 | 20,145.75 |
| | | | | \$23,057.75 |
| OK PRINTING DESIGN & DIGITAL PRINT | 1654 | 111-7022-421.61-24 | TWO SIDED BROCHURE SRMET | 354.51 |
| | | | | \$354.51 |
| ORANTES, OSCAR A. | 23835-13250 | 681-0000-228.70-00 | WATER FINAL BILL REFUND | 170.31 |
| | | | | \$170.31 |
| ORLANDO ARTEAGA | HP010019955 | 111-0000-351.10-10 | PARKING CITATION REFUND | 10.00 |
| | | | | \$10.00 |
| PEERLESS MATERIALS COMPANY | 83530 | 111-8010-431.61-21 | SPILL MASTER 2.7 C FOOT | 525.60 |
| | | | | \$525.60 |
| PRUDENTIAL OVERALL SUPPLY | 52347540 | 111-6010-451.56-41 | MAT CLEANING SRVCS | 139.68 |
| | 52352019 | 111-6010-451.56-41 | MAT CLEANING SRVCS | 139.68 |
| | | | | \$279.36 |
| PSYCHOLOGICAL CONSULTING ASSOC, INC | 523891 | 111-7010-421.56-41 | PD PRE-EMPLOYMENT EVALUATION | 1,200.00 |
| | | | | \$1,200.00 |
| RECON ROBOTICS, INC. | 75341 | 225-7120-421.74-10 | RECON SCOUT XT REPAIR | 1,169.00 |
| | | | | \$1,169.00 |
| RESEARCH, MIX & SELLERS, INC. | 23311-20786 | 681-0000-228.70-00 | WATER FINAL BILL REFUND | 953.07 |
| | | | | \$953.07 |
| RICARDO MARQUEZ | 64574 | 111-8010-431.15-25 | BOOT REIMBURSE FY 19/20 | 20.00 |
| | 64574 | 111-8020-431.15-25 | BOOT REIMBURSE FY 19/20 | 50.00 |
| | 64574 | 220-8010-431.15-25 | BOOT REIMBURSE FY 19/20 | 30.00 |
| | 64574 | 221-8012-429.15-25 | BOOT REIMBURSE FY 19/20 | 20.00 |
| | 64574 | 221-8014-429.15-25 | BOOT REIMBURSE FY 19/20 | 10.00 |
| | 64574 | 222-8010-431.15-25 | BOOT REIMBURSE FY 19/20 | 20.00 |
| | 64574 | 285-8050-432.15-25 | BOOT REIMBURSE FY 19/20 | 20.00 |
| | 64574 | 741-8060-431.15-25 | BOOT REIMBURSE FY 19/20 | 30.00 |
| | | | | \$200.00 |
| RICOH USA, INC. | 5059136687 | 111-6010-451.44-10 | P&R COPIER LEASE 3/19/20-4/18/20 | 153.55 |
| | | | | \$153.55 |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 4-21-2020**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|----------------------------|-----------------|--------------------|------------------------------|--------------------|
| SAFETY KLEEN | 82719014 | 741-8060-431.43-20 | PARTS & BRAKE WASHER | 498.23 |
| | 81477093 | 741-8060-431.62-30 | FULL SYNTHETIC MOTOR OIL | 1,487.44 |
| | | | | \$1,985.67 |
| SALVADOR ORTEGA | 47840 | 111-8020-431.59-15 | PW CLASS MATERIAL REIMBUR | 224.85 |
| | | | | \$224.85 |
| SANTOYO, JONATHON | 21937-22202 | 681-0000-228.70-00 | WATER FINAL BILL REFUND | 185.45 |
| | | | | \$185.45 |
| SAUL GUARDADO | 1/13-2/29/20 | 111-6030-451.33-90 | P&R REFEREE FEES | 360.00 |
| | | | | \$360.00 |
| SAUL RODRIGUEZ | 3/16/20-3/18/20 | 111-7010-421.59-15 | PD MILEAGE REIMBURSEMENT | 53.47 |
| | | | | \$53.47 |
| SC FUELS | 4259113 | 741-8060-431.62-30 | DIESEL FUEL PURCHASE | 6,676.38 |
| | | | | \$6,676.38 |
| SERGIO GONZALEZ JR | 111150790203290 | 111-8010-431.15-25 | BOOT REIMBURSEMNT FY19/20 | 7.16 |
| | 111150790203290 | 111-8020-431.15-25 | BOOT REIMBURSEMNT FY19/20 | 7.16 |
| | 111150790203290 | 111-8022-419.15-25 | BOOT REIMBURSEMNT FY19/20 | 3.58 |
| | 111150790203290 | 111-8023-451.15-25 | BOOT REIMBURSEMNT FY19/20 | 8.95 |
| | 111150790203290 | 111-8024-421.15-25 | BOOT REIMBURSEMNT FY19/20 | 1.79 |
| | 111150790203290 | 221-8010-431.15-25 | BOOT REIMBURSEMNT FY19/20 | 7.16 |
| | | | | \$35.80 |
| SOUTH BAY FORD | HP20001 | 229-7010-421.74-10 | 2020 FORD POLICE INTERCEPTOR | 41,117.67 |
| | HP20002 | 229-7010-421.74-10 | 2020 FORD POLICE INTERCEPTOR | 41,117.67 |
| | | | | \$82,235.34 |
| SOUTHERN CALIFORNIA EDISON | 3/5/20-4/3/20 | 111-8010-415.62-10 | VARIOUS SRVC ACCTS | 716.92 |
| | 2/5/20-3/23/20 | 111-8022-419.62-10 | VARIOUS SRVC ACCTS | 1,147.72 |
| | 2/5/20-3/6/20 | 221-8014-429.62-10 | VARIOUS SRVC ACCTS | 3,127.87 |
| | 3/6/20-4/6/20 | 221-8014-429.62-10 | VARIOUS SRVC ACCTS | 45.06 |
| | 2/26/20-3/26/20 | 535-8016-431.62-10 | VARIOUS SRVC ACCTS | 34.12 |
| | 3/5/20-4/3/20 | 535-8016-431.62-10 | VARIOUS SRVC ACCTS | 42.60 |
| | | | | \$5,114.29 |
| ST FRANCIS, LLC. | 1661075 | 221-8014-429.56-41 | TRAFFIC SIGNAL MAINT-FEB | 5,683.00 |
| | | | | \$5,683.00 |
| STACY MEDICAL CENTER | 3160-37329 | 111-7022-421.56-15 | PRE-BOOKING EXAM & CUST | 1,510.00 |
| | | | | \$1,510.00 |
| STANDARD GLASS & MIRROR | 7551 | 111-8024-421.43-10 | PD WINDOW REPLACEMENT | 450.00 |
| | | | | \$450.00 |
| STAPLES ADVANTAGE | 8058081050 | 111-0110-411.61-20 | COUNCIL OFFICE SUPPLIES | 27.25 |
| | 8058081050 | 111-0210-413.61-20 | ADMIN OFFICE SUPPLIES | 10.45 |
| | 8058081050 | 111-3010-415.61-20 | FINANCE OFFICE SUPPLIES | 100.55 |
| | 8058081050 | 111-6020-451.61-35 | P&R OFFICE SUPPLIES | 361.32 |
| | 8058081050 | 111-7010-421.61-20 | PD OFFICE SUPPLIES | 177.79 |
| | 8058081050 | 111-7022-421.61-29 | PD OFFICE SUPPLIES | 1,198.37 |
| | 8058081050 | 111-7030-421.61-20 | PD OFFICE SUPPLIES | 464.54 |
| | 8058081050 | 111-7040-421.61-31 | PD OFFICE SUPPLIES | 153.04 |
| | 8058081050 | 111-9010-419.61-20 | COVID-19 SUPPLIES | 939.19 |
| | | | | \$3,432.50 |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 4-21-2020**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|-------------------------------------|----------------|--------------------|---------------------------|-----------------------|
| SUPERION, LLC | 275727 | 111-9010-419.33-10 | CLICK2GOV3-MARCH 2020 | 165.38 |
| | | | | \$165.38 |
| T2 SYSTEMS CANADA INC. | IRIS0000069467 | 111-8010-415.56-41 | DIGITAL IRIS-APR 2020 | 2,250.00 |
| | | | | \$2,250.00 |
| THE HITT COMPANIES, INC | OE-82804 | 111-0110-411.66-05 | NAME PLATES | 43.08 |
| | OE-82493 | 111-6030-451.61-35 | ENGRAVED NAMEPLATES | 53.37 |
| | | | | \$96.45 |
| TRITECH SOFTWARE SYSTEMS | 273947 | 111-7010-421.56-41 | ANNUAL SOFTWARE/INSTALL | 1,995.00 |
| | | | | \$1,995.00 |
| UNDERGROUND SERVICE ALERT OF SO CAL | 320200125 | 221-8014-429.56-41 | UNDERGROUND SRVC ALERTS | 333.40 |
| | DSB20191357 | 221-8014-429.56-41 | CA STATE FEE-REG COSTS | 106.43 |
| | | | | \$439.83 |
| VALLEY ALARM | 936260 | 111-8020-431.56-41 | BATTERIES REPLACEMENT | 106.66 |
| | 936260 | 111-8022-419.56-41 | BATTERIES REPLACEMENT | 106.67 |
| | 936260 | 111-8023-451.56-41 | BATTERIES REPLACEMENT | 106.67 |
| | | | | \$320.00 |
| VAZQUEZ, JOSE LUIS | 19035-23232 | 681-0000-228.70-00 | WATER DEPOSIT REFUND | 200.00 |
| | | | | \$200.00 |
| VELADA CONSULTING LLC | 012 | 111-0210-413.56-41 | GOV.RELATIONS SRV3/8-4/8 | 5,000.00 |
| | | | | \$5,000.00 |
| VERIZON WIRELESS | 9850631332 | 111-5055-419.53-10 | CODE CELL 2/17/20-3/16/20 | 226.36 |
| | | | | \$226.36 |
| VICTORIA RAMIREZ | 76345 / 76682 | 111-0000-347.60-00 | P&R EXCURSION REFUND | 10.00 |
| | | | | \$10.00 |
| WATER REPLENISHMENT DISTRICT OF | 02/29/20 | 681-8030-461.41-00 | WATER - FEB 2020 | 82,719.95 |
| | | | | \$82,719.95 |
| WEX BANK | 64804427 | 741-8060-431.62-30 | FUEL - APRIL 2020 | 656.35 |
| | | | | \$656.35 |
| YASMIN CRUZ | 75831 / 76270 | 111-6060-466.33-20 | P&R CONTRACT INSTRUCTOR | 304.00 |
| | 75834 / 76282 | 111-6060-466.33-20 | P&R CONTRACT INSTRUCTOR | 425.60 |
| | 75845 / 76286 | 111-6060-466.33-20 | P&R CONTRACT INSTRUCTOR | 547.20 |
| | 76272 / 76272 | 111-6060-466.33-20 | P&R CONTRACT INSTRUCTOR | 60.80 |
| | | | | \$1,337.60 |
| ZAP MANUFACTURING INC | 3455 | 111-8010-431.61-21 | MATERIAL SIGN FABRICATION | 1,995.49 |
| | | | | \$1,995.49 |
| | | | | \$1,043,280.80 |



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

April 21, 2020

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
WITH VELADA CONSULTING LLC TO PROVIDE PUBLIC INFORMATION OFFICER
SERVICES, PUBLIC AFFAIRS SUPPORT AND STRATEGIC PLANNING FOR
SPECIALIZED ACTIVITIES**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve professional services agreement with VELADA Consulting LLC.,
2. Upon approval, authorize the City Manager to negotiate final terms and execute professional services agreement.

BACKGROUND

The City of Huntington Park currently does not have dedicated staff to manage public affairs, government relations and media inquiries. VELADA has been a recognized leader in media relations, public affairs and public outreach for nearly ten years and has comprehensive knowledge of the City of Huntington Park. Their dedicated team seeks to fully engage media outlets and key stakeholders in an effort to not just inform communities of projects impacting their neighborhoods, but to create active participants of civic processes.

VELADA will provide outreach services for the various special projects, along with multi-media outreach by drafting and issuing press releases, serves as primary contact for the media; Enhance the City's relations with regional and local media outlets; Inform the community and the general public of legislation and current events; Serve as liaison with community organizations and media outlets; Coordinate and develop social media presence; Monitor and responds to any social media postings; Develop and execute strategy to expand followers, etc.

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
WITH VELADA CONSULTING LLC TO PROVIDE PUBLIC INFORMATION OFFICER
SERVICES, PUBLIC AFFAIRS SUPPORT AND STRATEGIC PLANNING FOR
SPECIALIZED ACTIVITIES**

April 21, 2020
Page 2 of 2

FISCAL IMPACT/FINANCING

The contract total amount is \$89,940 for a term of 12 months beginning on November 8, 2019 and ending on November 8, 2020. An amount of \$48,220.00 will be paid out of account 111-0210-413.56-41. The remaining balance will be budgeted for Fiscal Year 20/21.

CONCLUSION

Upon Council approval, staff will move forward with recommended action.

Respectfully submitted,

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

RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Proposal for Public Information Services
- B. Professional Services Agreement

Attachment “A”



PROPOSAL FOR

PUBLIC INFORMATION OFFICER SERVICES

CITY OF HUNTINGTON PARK

March 13, 2020

BY

VELADA CONSULTING

March 13, 2020

Mr. Ricardo Reyes
City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Get in touch

- velada@veladaconsulting.com
- www.veladaconsulting.com

Re: Proposal for Public Information Officer (PIO) Services

Dear Mr. Reyes:

On behalf of VELADA, I submit our proposal for public information officer services and public affairs services. The accompanying proposal outlines the collective plan VELADA can provide to effectively implement a PIO services and media relations program tailored for the City of Huntington Park.

VELADA has been a recognized leader in media relations, public affairs and public outreach for nearly ten years. Our dedicated staff seeks to fully engage media outlets and key stakeholders in an effort to not just inform communities of projects impacting their neighborhoods, but to create active participants of civic processes.

We look forward to the opportunity to work with you to achieve your goals in Huntington Park and beyond.

Sincerely,



David Vela
Principal
VELADA Consulting LLC

PROJECT APPROACH & METHODOLOGY

VELADA Consulting will provide a part-time Public Information Officer for the City of Huntington Park with the intent to increase public awareness, encourage meaningful community engagement and build trust in City government.

The Public Information Officer's objective is to deliver timely, accurate, coordinated and relevant public information in the way residents receive and access information, and in a manner that elevates City Council/staff expertise, promotes City values, and produces high quality communications. Aiming to strategically position the City's profile as a leader amongst the cities in Los Angeles County.

Public Information Officer has three strategies:

1. Build a sustainable communications organizational framework. Centralize communications coordination and suggest relevant media protocols. Provide ongoing communications training for City staff and councilmembers. Disseminate information in primarily English and Spanish. Coordinate City logo and use for unified portrayal of City government. Reviews current public relations plans and evaluates its efficiencies.
2. Expand the City's reach to the public and media. Serve as spokesperson and arranges news conferences, media and other public appearances for public officials, prepares or edits the material to be presented. Bolster traditional channels of communication. Use new media technologies. Continue and grow social media presence.

3. Develop proactive methods of communicating. Support and plan for targeted communication projects. Enhance direct communication and partnership with the community and media outlets. Update and maintain project media kit.

Crisis Communications

VELADA will develop a crisis communication plan that will include protocol that will focus on media that covers the City of Huntington Park during controversial times. VELADA will draft swift and practical statements as well as coordinate reporter response. These actions are crucial to mitigate negative media coverage and stop the proliferation of unfounded stories. VELADA is also ready to facilitate any community meeting or special event that could calm heated conversations.

Project Management

Effective communication and coordination with the City of Huntington Park is crucial. VELADA will be part of multiple coordination meetings with City staff to participate fully and then execute precisely what Huntington Park needs. We will create a timeline to establish media outreach and ensure that all tasks are outlined after our meetings. VELADA will also create a press corps list specifically for Huntington Park.

TEAM



David Vela Strategic Advisor

David Vela established strong working relationships with elected officials, media outlets and stakeholder groups within the State of California and led numerous successful government relations projects in the County of Los Angeles and the State of California. Mr. Vela served as a special advisor to the CA Employment Development Department, Senior Advisor and Chief of Staff to members of the CA State Legislature, Deputy to a Los Angeles County Supervisor and Vice President at a full-service Public Affairs firm. He was a member of the Montebello Unified School District for eight years and now serves as a Trustee on the Los Angeles Community College District.

PROFESSIONAL PROFILE

Mr. Vela is a government relations professional with 17 years of experience working with a variety of local agencies and businesses advising them on County and State related issues. He is also public affairs, media relations and outreach specialist with experience with different stakeholder groups including homeowners associations, business groups, schools, and faith-based organizations. His experience includes working with and on

behalf of elected officials and public agencies, and creating and implementing successful media and public awareness campaigns.

Due to Mr. Vela's extensive experience in his professions, he has strong working relationships with Assemblymember Santiago, State Senator Lena Gonzalez Speaker Rendon, Senate Pro Tem Toni Atkins, and Governor Newsom.

He has overseen and managed large public affairs teams who work on the creation of informational and collateral materials including fact sheets, newsletters, and public meeting notices. Mr. Vela is adept at effectively managing staff and budgets to ensure the successful and timely completion of projects of local agencies and businesses advising them on County and State related issues. He is also public affairs, media relations and outreach specialist with experience with different stakeholder groups including homeowners associations, business groups, schools, and faith-based organizations. His experience includes working with and on behalf of elected officials and public agencies, and creating and implementing successful media and public awareness campaigns.

WORK EXPERIENCE

- Communications Manager, JACOBS Engineering, Build LACCD, Monterey Park, CA
- Communications Manager for the Los Angeles Community College District's seven billion dollar program with local agencies, cities and constituents. Oversaw the Project Labor Agreement, Labor Compliance and SBE Compliance departments.
- Lynwood Unified School District, Government and Community Relations, Lynwood CA
Assist school district in tracking legislation, obtaining matching bond dollars and advocating at the County and State level. Provided outreach to local elected officials, state elected officials, state agencies, federal elected officials and federal agencies to leverage matching funds, intergovernmental cooperation/coordination and communicate with local building trades.
- City of Huntington Park, Government and Media Relations, Huntington Park, CA
Represent the City in front of State and County officials. Worked on bringing state resources to the City. Handled all media relations for the City and produced various social media campaigns as well as prepared and produces press conferences and media events.
- Alameda Corridor East (ACE), Community and Government Relations, Montebello CA
Mr. Vela gathered elected official and community stakeholder consensus on a grade separation project in Montebello.

EDUCATION

Bachelor of Science (B.S) in Biological Anthropology
University of California Los Angeles, Los Angeles, CA

Master in Public Policy (MPP) with Concentrations in Economics and Intl. Relations
Pepperdine University, School of Public Policy, Malibu, CA

TEAM



Paulina Velasco Project Manager

Paulina Velasco specializes in public policy, civic engagement, and strategic communications at the local and state levels. Having developed an intimate knowledge of Los Angeles' communities and a strong network of relationships with civic, labor, and political leaders across California, Paulina works within the public and private sectors to develop engagement strategies to increase consensus and maximize objectives.

As a Senior Vice President of Communications for Velada Consulting, she leads the implementation of outreach plans and crafts of cutting-edge communications and marketing campaigns. Paulina is a creative strategist specializing in the development of compelling and resonant content that shapes and informs public opinion on behalf of agencies and municipalities. Ms. Velasco has a proven record of success, managing many challenging projects; her experience and expertise have ensured the successful completion of notable and challenging multilingual electoral campaigns and engagement programs. She utilizes her knowledge and ingenuity to provide clients with solutions that combine a big-picture vision with real-world solutions to generate tangible results.

WORK EXPERIENCE

Los Angeles County Metropolitan Transportation Authority/ Los Angeles River Bike Path Gap Closure Project June 2018 – Present Ms. Velasco supports the project planning team in its undertaking of an effort to close an eightmile gap in the bike/pedestrian path along the LA River. Her regular activities include creating social media strategies, assisting with the development of creative pop-up event activities, staffing public meetings, and providing one-on-one outreach to Spanish-speaking stakeholders.

City of Long Beach-Economic Development Listening Tour February - June 2018
Ms. Velasco developed and implemented an outreach plan to garner input from diverse groups of traditionally under-represented residents of Long Beach. She coordinated and facilitated several focus groups, oversaw canvassing efforts, and directed the high-tech, high-touch engagement campaign that involved the engagement of Community Based Organizations, online strategies, and street teams.

California Water Service (Cal Water) May - September 2018

Paulina developed and implemented an out-of-the-box plan that informed and persuaded 5,000 customers to take Cal Water's EPA mandated water quality survey. She also helped the agency deliver highly technical content in a clear easy-to understand way.

City of Carson- General Plan Update Outreach
2017 – Present

Ms. Velasco has been instrumental in the rollout of Carson's General Plan update outreach. She develops outreach strategy and assists with the development of multi-media collateral materials, webpage content, and social media plans. She also creates surveys, facilitates public meetings, and develops engaging programs that help gather community input critical to informing the city's updates to the General Plan.

City of Huntington Park - Public Information
Officer 2017 – Present

Ms. Velasco provides Public Information Office support services to the City of Huntington Park, providing media training, managing social media strategy and responding to press inquiries. As the primary communications contact for special projects in the City of Huntington Park, she is responsible for developing press releases and infographics, designing collateral materials, and writing briefing materials.

Olson Homes - Monterrey Park 2013-2014

Mr. Velasco managed and implemented a multilingual direct mail program, voter outreach, and advocacy efforts for the electoral campaign in support of Measure A, which authorized the rezoning of a major underutilized parcel in Monterey Park from commercial to residential use. It also approved a specific plan for the construction of single-family houses on the property.

Water Education for Latino Leaders
Conference 2012-2015

Ms. Velasco directed and implemented the outreach and marketing efforts for an annual. The statewide educational conference that includes more than 300 Latino elected officials from throughout California to provide a forum for disseminating baseline knowledge about the state's water system.

Redistricting Commission, City of Los
Angeles 2011-2012

Ms. Velasco led the development and execution of a hyper-targeted public awareness. The campaign featuring mapping workshops, press conferences, and 30 public hearings which provided an opportunity for Los Angeles residents to meaningfully impact Redistricting Commission recommendations for redrawing each council district.

EDUCATION

Master of Arts Degree in International
Public Policy & Management

Master of Degree in Environmental Studies
University of Southern California, Los
Angeles, CA

Bachelor of Arts (B.A) in Political Science
Loyola Marymount University, Los Angeles,
CA



Noel Campos

Public Outreach Coordinator

Noel Campos has over fifteen years of experience in community relations and has worked on major projects such as LAUSD's expansive construction bond. He has worked with school districts and non-profits in the Los Angeles area and is an expert on media relations and public outreach campaigns.

WORK EXPERIENCE

- Outreach and Marketing, Lee Andrews Group, Public Affairs Firm, Los Angeles, CA
Responsible for engaging and promoting tailored solutions for clients in industries ranging from transportation, environmental, municipalities, economic and community development. Also led community involvement efforts for both public and private sector clients. Specialized in large infrastructure projects and

managed community outreach programs to ensure that diverse neighborhoods can meaningfully engage in the project. Worked on various platforms such as media/social-media campaigns, including geo-targeted advertising to reach-out to younger stakeholders.

- Outreach and Marketing, InterEthnica, MulticulturalMarketingCommunications, Los Angeles, CA

Responsible for engaging and promoting energy efficiency upgrades to homeowners within their Los Angeles County community. Identifying and contracting stakeholders, agencies, and nonprofits to participate in the Energy Upgrades California project. Worked on scheduling and coordinating community meetings and events as forums for information on green energy. Implement strategies for the Energy Upgrade California project and created resolutions for the Energy Champions participants promoting the project.

- Public Relations Liaison, William C. Velasquez Institute, Los Angeles, CA

The purpose of WCVI was to conduct research aimed at improving the level of political and economic participation in Latino and other underrepresented communities. Provided information to Latino leaders relevant to the needs of their constituents. Worked to inform the Latino leadership and public about the impact of public policies on Latinos.



Kathia Velasco

Assistant Project Manager

Kathia Velasco provides support within content development, media relations, research, reporting, graphics, and many other areas. Before joining Velada Consulting, Kathia served as an intern at the Los Angeles Community College District, where she developed content for collateral materials such as facts sheets, groundbreakings, and social media. Kathia's experience in media relations, graphics, and social media knowledge has allowed her to advance quickly in at Velada. She has an extensive amount of experience assisting project managers with coordinating outreach efforts to promote stakeholder engagement and public participation plans.

WORK EXPERIENCE

- Communications Intern, Build-LACCD

Responsible for researching and creating fact sheets for upcoming and completed projects. Drafted and revised board meeting agendas,

PowerPoints, and flyers. Monitored social media and news articles involving LACCD to make sure there were factually correct articles that were being posted by a journalist. Created invitations for school groundbreakings. Printed and assembled board meeting packets, sign-in sheets, and agendas.

- Public Affairs & Communications Intern, Lee Andrews Group

Researched and created stakeholder databases to help outreach efforts. Canvassed for clients who needed petitions signed by community members. Assisted in any event set up and take-down. Assisted in planning events such as community meetings and conferences. Coordinated marketing calls to advertise clients' fundraising. Helped with outreach by giving patrons information about upcoming projects and events. Input outreach data and survey results into excel sheets. Monitored government agency agendas and planet bids for any new RFP's. Posted on Instagram, Facebook, and Twitter for all the company's clients. Publicly represented the company at conferences, events, and meetings.

EDUCATION

Bachelor of Arts (B.A.) in Public Relations and Advertising Minor in Marketing

- California State University Dominguez Hills, Carson, CA

SCOPE OF WORK

We recognize the unique needs of the press in today's 24-hour news cycle, and we have a track record of creating innovative opportunities that garner the interest of the media. These include organizing exclusive round table discussions with key members of the press corps on complicated issues for multiple municipalities and producing events that garner national attention.

As with other municipalities, Huntington Park has an on going need to publicize key milestones, news, and projects through a series of active media campaigns designed to educate residents with the goal further to expand the City's public and media reach. Our team will lead the following:

- Writing and developing of the overall promotional media campaign by coordinating news releases, feature story pitches, media advisories, and photo opportunities.
- Working closely with City staff to relay a universal message and preemptively address any potential program issues.
- Assist and support staff at council meetings, community meetings, and other venues as needed.

MEDIA MONITORING

Our team monitors publications for specific mentions in publications like national or local community newspapers, consumer magazines, or niche trade publications, in addition to conventional media. Missing a critical mention

through one of these mediums can still have a significant impact on your industry and even your brand. Other print publications include newsletters, business journals, college/alumni publications, and international papers. Through Cision's print monitoring capabilities, our team can expand coverage to over 17,000 print publications. We can provide digital context for print publications, ensuring that print text from newspapers, trade journals, and magazines.

SOCIAL MEDIA

VELADA creates visual, and written content for social media channels, blogs, websites, and any other platforms Huntington Park staff and our team decide are appropriate to utilize. The goal is to ensure that our team meets the communication needs and demands of the City Manager's office, and a unified voice is created with the content that is created. Our team members are digital media experts who are professional writers, editors, and original content creators. VELADA has vast experience producing compelling and engaging visual "stories" and outreach messaging for Facebook, YouTube, LinkedIn, Twitter, Instagram, blogs, and other social media channels staff can use to spread the City's messages.

SOCIAL MEDIA MONITORING

Social media represents the pinnacle of change in the digital monitoring space. The internet has empowered individuals to make their voices heard, and ultimately have an impact on what others think of the City of Huntington Park.

VELADA has significant experience with other municipalities tracking what residents are saying on social media has become an imperative. In addition to monitoring the major social networking sites such as Facebook, Instagram, and Twitter, monitoring for word-of-mouth content remains vital on blogs and micro-blogs, review sites, forums, and video sharing sites like YouTube. It's best to monitor all the different types of social media as widely as possible since it's close to impossible to predict where or when vital market intelligence will appear or where it will be repeated. This is in addition to monitoring online and broadcast coverage — ensuring that you have a holistic view of the news that matters most.

COMMUNITY EDUCATION & OUTREACH

The VELADA team prides itself on going beyond deploying traditional engagement campaigns; our team builds long-term movements. We believe in delivering meaningful community outreach that creates a special connection with the public and promotes program advocacy. Our team will collaborate with city staff to implement engagement programs that empower stakeholders, turning a one-way communication into multiple purposeful conversations.

In our social media-rich lives, the voices of community members are amplified – and can have a significant impact on the City of Huntington Park and its initiatives. Expanding the reach of the voices of project champions who will speak on the City's behalf and use the opportunity to create a dialogue that can

generate awareness of community benefits and create positive traction.

Our team shall advise the City on the implementation of outreach strategies to maximize participation, stimulate constructive dialogue and consensus, and encourage feedback from diverse stakeholders.

BUSINESS OUTREACH

The VELADA team will continue to establish relationships with local businesses throughout Huntington Park to maintain the business community updated.

OUTREACH SUPPORT

In today's environment, remotely accessing stakeholders and community is increasingly important. Supplemental Outreach can be more than knocking door-to-door with technology improving. Through the development and implementation of Velada's strategic, research-based, and culturally competent public outreach programs, our team helps cities inform and mobilize stakeholders, and the community at large for critical programming.

Collectively, our team offers cutting-edge, field-tested, and award-winning outreach strategies that provide customized messaging which resonates with Commerce's community. Whether promoting a rapid-response public awareness campaign to prevent the spread of COVID-19 or managing the engagement strategy for the U.S. Census, our team combines their expertise working with municipal entities with the latest consumer-focused marketing and communication strategies to achieve measurable results. Velada implements the right mix of cost-effective strategies to achieve the results desired by the City.

DISASTER & CRISIS COMMUNICATIONS MANAGEMENT

The Velada team can help shape the story before it goes out of control and ensure issues and crises are mitigated in prompt and effective way in order to prevent harm to your city's reputation. Its elected officials and staff. We help top municipalities manage breaking negative issues and events affecting reputation and prepare and navigate them effectively. From natural disasters, protests, and leadership controversies, high-stakes litigation

and unfounded stories, we are positioned to protect our clients where it matters most.

Our team of crisis communications professionals support crisis preparedness and planning activities, crisis simulations, and live crisis response for cities and agencies across southern California. One of our team members are certified by the County of Los Angeles Chief Executive Office, Office of Emergency Management, and Disaster Management as a Crisis Communications Public Information Officer Spokesperson. Below is the scope of services we provide:

- Develop and draft crisis plans, media strategies, reactive media statements, talking points, FAQs, memos, websites, crisis simulations and other materials
- Oversee and execute proactive media outreach and reactive media relations strategies as needed
- Offering guidance and strategic thinking, and disaster training for staff
- Serve as the day-to-day client contact flagging, triaging and managing client issues as they arise
- Provide regular counsel to clients and colleagues

Create a robust system of communication to relay information quickly and in multiple languages to all residents. We offer:

- Voice broadcasting - Through voice broadcasting our team will call a list of contacts and play a message when the person answers the phone. Our team can reach up to 10,000 contacts within an hour.
- SMS messaging - Through mass text

messaging, you can send a single, personalized text message to entire groups of people, big or small. Scheduling a quick mass text can save a City the time and effort of having to go through an entire list of contacts and shooting them messages individually.

- Telephone Town Halls – An effective way to communicate with a large number of people is to host telephone town halls. Residents can participate from the comfort of their homes or offices, or, by using their electronic devices, virtually from anywhere. Questions from participants can be asked via phone, text or email. The TTHs can be translated into other languages simultaneously, increasing participation among many non-English speaking groups. Content can be shown visually on electronic computer/device screens, similar to a webinar.
- Live-streaming - Attendance at meetings where important topics will be presented/ discussed can be enhanced by live streaming. Close captioning in one or more languages can also extend the audience. This can be accomplished with Google Hangouts, Instagram or Facebook. People can view the live streaming on any of their electronic devices, so they can be essentially anywhere and still participating.

US CENSUS

The 2020 Census determines critical funding streams for your city. Each resident that participates in the Census brings back \$2,500 to their community. As such, our team has significant experience in engagement of hard-to-reach communities across Los Angeles County. Velada proposes to liaise with municipalities to support and encourage

government-led efforts to develop plans that promote the participation of hard-to-count communities; ensure representation. Below is the scope of services we provide:

Outreach Management

- Oversee the development and execution of a robust campaign to maximize the participation of immigrant and marginalized communities in the 2020 census, focusing on mass communication, community education and outreach, coalition building, technical assistance, and community organizing;
- Provide and oversee a team of contract organizers throughout phases of campaign;
- Provide ongoing technical assistance and oversight for partner organizations and local governments to implement campaign plans;

Coalition Building

- Convene organizations across the city to develop a shared vision and plan for the full participation of all residents in the 2020 Census;
- Regularly convene organizations to implement shared plan, coordinate communications efforts and days of action, to generate resources and coordinate distribution, etc;
- In partnership with City leadership, identify targeted geographies as sites to convene and engage a broader set of organizations to implement a more intensive outreach and Census assistance strategy;

Outreach Implementation

- Represent the city at community events, in the media, and with other organizations as needed.
- Provide street team members and assist in Census engagement.
- Ensure all data is maintained in the organizational database;
- Participate in significant organizational events;

SUPPLEMENTAL OUTREACH SUPPORT

- Record all necessary data and assist with completion of grant reporting;
- Ensure Census work is effectively integrated with other organizing and outreach campaigns

Quickly deploy the following multilingual outreach methods:

- E-mail Blasts
- Robocalls
- Mailers
- Webinars
- On-line Live Broadcasts
- Telephone Town Halls
- Multi-lingual
- Videography
- texting (SMS) campaigns
- targeted social media ads
- Development of community experiences to engage residents on the census

RELEVANT WORK



1. POSTMATES APP, AUTOMATED ROBOT DELIVERY PILOT PROGRAM (WEST HOLLYWOOD, CA), CURRENT:

A. SUMMARY: PROVIDING GOVERNMENT RELATIONS AND PUBLIC OUTREACH FOR POSTMATES AND THEIR AUTOMATED ROBOT DELIVERY PILOT PROGRAM. CREATED ROBUST STAKEHOLDER LIST, COORDINATED MEETINGS WITH ELECTED OFFICIALS, CITY STAFF AND COMMUNITY STAKEHOLDERS. PROVIDED COMMUNITY CONSENSUS AND BROAD EDUCATIONAL CAMPAIGN TO ENSURE SUPPORT FOR PILOT.

B. REFERENCE: VIGNESH GANAPATHY, SR. GOVERNMENT RELATIONS, (408) 859-7173, E-MAIL: VIGNESH.GANAPATHY@POSTMATES.COM



2. ROOT INSURANCE CO. (LOS ANGELES, CA), CURRENT:

A. SUMMARY: PROVIDING GOVERNMENT RELATIONS AND PUBLIC OUTREACH FOR ROOT'S EFFORTS TO AMEND CALIFORNIA DEPARTMENT OF INSURANCE'S REGULATIONS. ROOT IS ONE OF THE LARGEST PROVIDERS OF CAR INSURANCE AND USES TECHNOLOGY TO CALCULATE RATES. THE ROOT APP MONITORS YOUR DRIVING PERFORMANCE AND THEN DETERMINES YOUR POLICY.

B. REFERENCE: DAVE LUKETIC, DIRECTOR OF GOVERNMENT RELATIONS, (440) 840-2276, E-MAIL: DAVE.LUKETIC@JOINROOT.COM



3. WHEELS LABS INC., (LOS ANGELES, CA), CURRENT:

A. SUMMARY: PROVIDING GOVERNMENT RELATIONS AND PUBLIC OUTREACH FOR WHEELS AND THEIR SHARED MOBILITY DEVICES OR BICYCLES. CREATED ROBUST STAKEHOLDER LIST, COORDINATED MEETINGS WITH ELECTED OFFICIALS, CITY STAFF AND COMMUNITY STAKEHOLDERS. PROVIDED COMMUNITY CONSENSUS AND BROAD EDUCATIONAL CAMPAIGN TO ENSURE SUPPORT FOR PILOT.

B. REFERENCE: PAUL VIZCAINO, CHIEF DEVELOPMENT OFFICER, (310) 428-7488, E-MAIL: PAULV@WHEELS.CO



4. LOS ANGELES COMMUNITY HOSPITAL (LOS ANGELES, CA), CURRENT:

A. SUMMARY: PROVIDING GOVERNMENT RELATIONS AND PUBLIC OUTREACH TO LOS ANGELES COMMUNITY HOSPITAL PART OF THE SOUTHERN CALIFORNIA HEALTHCARE SYSTEM INC. AS PART OF THEIR UPGRADES FOR BOTH AN OXYGEN SYSTEM AND A GENERATOR. LA COMMUNITY HOSPITAL EMBARKED IN PURCHASING AN ADJACENT PROPERTY AND APPLIED FOR A ZONE CHANGE. VELADA IS ASSISTING IN EXPEDITING HEARING DATE, PUBLIC OUTREACH AND COMMUNITY CONSENSUS.

B. REFERENCE: HECTOR HERNANDEZ, CEO, LA COMMUNITY HOSPITAL, (323) 823-7277, E-MAIL: HECTOR.HERNANDEZ@ALTAHOSPITALS.COM



5. CITY OF BALDWIN PARK PUBLIC INFORMATION OFFICER SERVICES (BALDWIN PARK, CA), CURRENT:

A. SUMMARY: ACT AS ON-CALL PIO FOR THE CITY OF BALDWIN PARK. DRAFT NEWS RELEASES, MEDIA RELEASES, MEDIA STATEMENTS, COORDINATE MEDIA COVERAGE, WORK WITH CITY COUNCIL AND CITY MANAGER ON MEDIA STRATEGY AND PRODUCE PRESS CONFERENCES WHEN NEEDED. PROVIDING CONTENT FOR SOCIAL MEDIA PLATFORMS AS WELL AS BRIEF CITY ON EXISTING THIRD PARTY CONTENT.

B. REFERENCE: CEO, SHANNON YAUCHZEE,, SYAUCHZEE@BALDWINPARK.COM



6. CITY OF HUNTINGTON PARK PUBLIC INFORMATION OFFICER SERVICES (HUNTINGTON PARK, CA) 2017-2018:

A. SUMMARY: COORDINATED ALL MEDIA INQUIRIES INTO CITY AND PROVIDED NEWS STATEMENTS, PRESS RELEASES AND STAGED PRESS CONFERENCES. HANDLED ALL CRISIS COMMUNICATIONS AS WELL AS SENSITIVE INFORMATION TO MEDIA. PROVIDE CONTENT FOR SOCIAL MEDIA PLATFORMS AS WELL AS BRIEF CITY ON EXISTING THIRD PARTY CONTENT.

B. REFERENCE: RICARDO REYES, CITY MANAGER, E-MAIL: RREYES@HPCA.GOV



8. CITY OF COMMERCE, GOVERNMENT RELATIONS (COMMERCE, CA):

A. SUMMARY: COORDINATE HIGH-LEVEL INTERACTION BETWEEN THE CITY OF COMMERCE AND FEDERAL, STATE AND LOCAL GOVERNMENT OFFICIALS AND AGENCIES. PROVIDE POLICY DIRECTION AND BACKGROUND INFORMATION, MEDIA RELATIONS ASSISTANCE AND PUBLIC OUTREACH.

B. REFERENCE: EDGAR CISNEROS, CITY MANAGER, ECISNEROS@CI.COMMERCE.CA.US



7. LYNWOOD UNIFIED SCHOOL DISTRICT GOVERNMENT AND COMMUNITY RELATIONS (LYNWOOD, CA), 2017 TO 2018:

A. SUMMARY: COORDINATE HIGH-LEVEL INTERACTION BETWEEN THE LYNWOOD UNIFIED SCHOOL DISTRICT AND FEDERAL, STATE AND LOCAL GOVERNMENT OFFICIALS AND AGENCIES. PROVIDE POLICY DIRECTION AND BACKGROUND INFORMATION.



9. PLAZA MEXICO HOUSING DEVELOPMENT (LYNWOOD, CA) 2017 TO 2018:

A. SUMMARY: RESPONSIBLE FOR BUILDING COMMUNITY, ELECTED OFFICIAL AND STAKEHOLDER SUPPORT FOR 300 UNIT MARKET-RATE HOUSING COMPLEX. BUILD SUPPORT FOR PLANNING HEARINGS AS WELL AS PRODUCED VARIOUS COMMUNITY MEETINGS. VELADA ALSO PROVIDED THE PUBLIC OUTREACH NECESSARY FOR THE APPROVAL OF A ZONE CHANGE.

B. REFERENCE: LUIS VALENZUELA, LUISV@MDPROPERTIES.COM

COST PROPOSAL AND AGREEMENT

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into effective this 20th day of November 2019 the "Effective Date") at Los Angeles County, California by and between the City of Huntington Park (the "Client"), and Velada Consulting LLC, a California LLC (the "Consultant").

RECITALS

WHEREAS, Client desires to retain the Consultant in connection with the performance of certain consulting services, upon the terms and conditions set forth in this Agreement (the "Services").

SCOPE OF SERVICES

The Services to be provided to the City of Huntington Park by Consultant shall consist of the tasks set forth above in proposal.

This Agreement does not constitute an agreement for the performance of legal services or the providing of legal advice.

TERM OF AGREEMENT

This Agreement is to commence on the effective date and shall continue for twelve months until either party terminates it by giving thirty (30) days prior written notice. The term of this agreement may be extended by mutual written agreement.

COMPENSATION

A. For the above stated tasks in Section 1, VELADA Consulting proposes a base retainer of \$7,495 per month.

GENERAL PROVISIONS

Automobile mileage will be charged at the current IRS rate, \$0.579 per mile as of January 2020 for travel outside of Los Angeles County.

Consultant support services, such as printing, canvassing, mailing, websites, social media advertising, reproduction, polling, and other direct expenses and other usual and customary out-of-pocket expenses, will be billed at cost. Expenses over \$250.00 are subject to review by the City for approval.

NOTICES

Any and all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given or received when delivered personally or forty-eight (48) hours after being mailed, via first class, postage prepaid, to the addresses set forth immediately below of the parties hereto or to such other addresses as either of the parties hereto may from time to time designate in writing to the other party.

Client:

Mr. Ricardo Reyes
City Manager
City of Huntington Park
6550 Miles Avenue

Consultant:

David Vela
Principal
VELADA Consulting LLC
611 Wilshire Blvd.
Los Angeles, CA 90017

PROPRIETARY INFORMATION

By acceptance of this engagement, Consultant may obtain access to certain confidential information about Client. Such confidential information constitutes valuable, special and unique property of Client. Accordingly, during or after the term of this agreement, Consultant agrees not to make any use or disclosure of such confidential information to any other person for any reason or purpose whatsoever except in furtherance of and pursuant to the purposes for which it is engaged by Client.

INDEPENDENT CONTRACTOR

Client and Consultant agree that in the performance of the services contemplated herein, Consultant shall be, and is, an independent contractor, and is not an agent or employee of Client. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant. Consultant shall be solely responsible for and shall hold Client harmless from all matters relating to the payment of Consultant's employees, including compliance with Social Security, withholding and all other regulations governing such matters.

LEGAL USE OF FUNDS

Consultant shall make no disbursement or other payments of any kind or character out of the compensation paid to it hereunder, or with any other fund, or take or authorize the taking of any other action, which contravenes any statute or rule, regulation, or order of any jurisdiction, including the State of California.

ARBITRATION

Any and all disputes between parties hereto in regard to the interpretation of this Agreement or any alleged breaches thereof shall be determined in arbitration in accordance with the rules and under the auspices of the American Arbitration Association under its commercial tribunal rules and procedures. The prevailing party in any such action shall be entitled to reasonable attorney's fees.

SCOPE OF AGREEMENT

Client and Consultant agree that this Agreement constitutes the entire agreement of the parties and supersedes all prior communications, agreements, and promises, either oral or written. Any modifications to this Agreement shall be effective only when agreed to in writing by both Client and Consultant.

If this proposal accurately sets forth our understanding and agreement, please sign where indicated below and return one copy of Agreement to Consultant.

AGREED AND ACCEPTED:

City of Huntington Park

VELADA Consulting LLC

By: Ricardo Reyes

By: David Vela

Title: City Manager

Title: Principal

Date: _____

Date March 13, 2020

Attachment “B”



PROFESSIONAL SERVICES AGREEMENT
(Engagement: Public Information Officer Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **21st day in April, 2019**, by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and VELADA CONSULTING, a California Limited Liability Company (hereinafter, "CONSULTANT"), resulting in an Agreement commencement date of November 8, 2019 ("Effective Date") . For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

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

WHEREAS, CITY has determined that it requires professional services from a consultant to provide public outreach services to the CITY for various special projects, including, but limited to capital improvement projects, developments, ballot initiatives, community information program and other citywide educational efforts as defined by the City Manager;

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

WHEREAS, the Parties previously entered into a Professional Services Agreement on May 8, 2019 ("Previous Agreement") pursuant to the City Manager's authority for the fiscal year 2018-19, and also entered into an Amended and Restated Professional Services Agreement dated August 8, 2019 ("Amended and Restated Agreement") pursuant to the City Manager's authority for the fiscal year 2018-19;

WHEREAS, the Parties wish to approve a new Agreement which expands the scope of services and incorporates other modifications as set forth herein;

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

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks, as set forth in that certain proposal dated March 13, 2020, entitled "Proposal for Public Information Officer Services – Huntington Park" ("Proposal") and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on November 8, 2019. This Agreement shall have a term of one (1) year from the Effective Date, unless extended by written agreement of the Parties or terminated in accordance with Section 6 of this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed, upon mutual agreement of the Parties and approval by the City Manager for an additional one (1) year term, provide the compensation as set forth below does not exceed ten percent (10%) from the initial Term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement, CONSULTANT shall perform the Services set forth in Section 1.1 above, at the rates of compensation set forth in the Rate Schedule reflected in the Proposal. CONSULTANT further agrees that the compensation for the Work shall not exceed the sum total of Seven Thousand Four Hundred Ninety-Five Dollars \$7,495.00 per month (hereinafter, the "Monthly Retainer"). CONSULTANT shall charge automobile mileage at the current IRS rate of \$0.579 per mile, future rate adjustments adopted by the IRS shall automatically become effective. CONSULTANT'S support services, such as printing, reproduction, polling, and other usual and customary out-of-pocket expenses, shall be billed at cost. All out-of-pocket expenses shall be subject to the review and approval of the City Manager as set forth in the Proposal. All out-of-pocket expenses shall be considered reimbursables and shall not be deemed compensation.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice indicating the Work performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's

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

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

II.

PERFORMANCE OF AGREEMENT

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

coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

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

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

A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);

D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;

E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to SUBCONSULTANTS) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

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

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTs, or SUBCONSULTANTs is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTs, or SUBCONSULTANTs fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, or SUBCONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- A. In the event that water treatment violations occur following the effective date of this Agreement, subject to Section 7.26 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- B. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.
- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, SUBCONSULTANT, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual

orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. David Vela shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- A. Obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits; and
- B. Comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the

CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.

INDEPENDENT CONTRACTOR

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

IV.

INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall complete the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 4.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

- 4.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, or SUBCONSULTANTS from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.
INDEMNIFICATION

- 5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 5.2 [THIS SECTION INTENTIONALLY OMITED.]
- 5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify,

defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 5.2, above.

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

normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI. TERMINATION

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

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party

alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2 (B) and 6.2 (C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

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

CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a five (5) days written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VII. MISCELLANEOUS PROVISIONS

7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all SUBCONSULTANTS working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any SUBCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this

Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

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

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

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

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

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

CONSULTANT:

VELADA CONSULTING LLC
340 N. Greenwood Avenue
Montebello, CA 90640
Attn: David Vela, CEO
Phone:

CITY:

CITY OF HUNTINGTON PARK
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323)582-6161

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

- 7.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 7.8 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with SUBCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 7.9 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 7.10 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 7.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 7.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation

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

- 7.13 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 7.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 7.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

7.22 MISCELLANEOUS:

A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

7.23 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 7.19, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

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

7.25 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 7.19, above.

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

CITY OF HUNTINGTON PARK:

VELADA CONSULTING LLC]

By: _____
Ricardo Reyes
City Manager

By: _____
David Vela
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

EXHIBIT “A” SCOPE OF WORK

With the concurrence of the City of Huntington Park (“Client”), VELADA Consulting LLC will use its best efforts to perform the following services:

A. Public Information Officer Services which includes:

1. Build a sustainable communications organizational framework. Centralize communications coordination and suggest relevant media protocols. Provide ongoing communications training for City staff and councilmembers. Disseminate information in English, Spanish, Chinese, Tagalog and Vietnamese when appropriate. Coordinate City logo and use for unified portrayal of City government. Reviews current public relations plans and evaluates its efficiencies.
2. Expand the City’s reach to the public and media. Serve as spokesperson.
3. Arranges news conferences, media and other public appearances for public officials, prepares or edits the material to be presented. Bolster traditional channels of communication. Use new media technologies. Continue and grow social media presence.
4. Develop proactive methods of communicating. Support and plan for targeted communication projects. Enhance direct communication and partnership with the community and media outlets. Update and maintain project media kit.
5. Develop a community information program and other citywide educational efforts as defined by the City Manager.
6. Perform such other duties as set forth in the Proposal or as requested by City. In the Event that additional services are requested of the Consultant by the City, compensation shall be agreed upon by the Parties consistent with the rates set forth in this Agreement.

EXHIBIT "B"
RATE SCHEDULE

| | |
|---------------------|----------------------------------|
| Monthly Retainer | \$7,495.00 per month |
| Additional Services | To be agreed upon by the Parties |



CITY OF HUNTINGTON PARK

City Council Agenda Report

April 21, 2020

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

Dear Mayor and Members of the City Council:

ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive final argument or comments from the Appellant or the City and other comments from members of the public; and
2. Adopt Resolution No. 2020-39, Upholding the Planning Commission's Determination to Revoke Conditional Use Permit (CUP) Case No, 1530 in connection with Real Property Located at 5728 Santa Fe Avenue, Huntington Park, California (Kitty Kat Bar).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

A Planning Commission revocation hearing was originally scheduled for the November 20, 2019 Planning Commission meeting. After receiving two requests to continue the item from the business owner's attorney, the Planning Commission granted the request and the item was scheduled for a Special Meeting on December 11, 2019.

During the December 11, 2019 Planning Commission meeting, the Planning Commission received testimony and hearing evidence and argument from both the City's Planning staff and Police personnel and a representative from the Alcohol Beverage Commission, along with testimony and argument from the Business Owner/Appellant. After conducting the hearing, the Planning Commission discussed several issues of concern, including noncompliance with conditions of approval, Department of Alcohol Beverage Control (ABC) licenses suspensions, and public safety. After conducting a public hearing, the Planning Commission adopted Resolution No. 1530R, revoking Conditional Use Permit Case No. 1530 and disallowing the continued use of a cocktail lounge on property located at 5728 Santa Fe Avenue pursuant to CUP Resolution 1530.

ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

April 21, 2020
Page 2 of 10

- **Conditional Use Permit**

On December 11, 2019, the Planning Commission determined that the current operator is out of compliance with the conditions of approval No. 2, No. 14, and No. 15 of CUP under Resolution No. 1530:

- **Condition No.2** states, *"That the applicant shall comply with all applicable codes, laws, rules and regulations, including Health and Safety, Building, Fire, Sign, Zoning, and Business License Codes of the City of Huntington Park."*

Site visit identified unpermitted painting on signage along the easterly, southerly, and westerly walls of the building. Also observed the perimeter block wall and trash enclosure were painted with mural type signage. A search of Sign Design Review application files did not yield approvals for painted or mural type signage. City approvals are required for business signage pursuant to HPMC section 9-3.1205 B. In attempts to address the unpermitted signage, the business owner has attempted to repaint the building; however, paint was not applied comprehensively to the building resulting in patch like conditions. In addition, pursuant to HPMC section 9-3.103 3.B.(3) exterior building colors shall be reviewed and approved by the City prior to application of paint.

- **Condition No.14** states, *"That the applicant replant and maintain landscape vegetation on the two eastern triangular planters not later than July 7, 1993."*

Site visit identified no landscaping material in the eastern triangular planters. Planters were filled with dirt and one planter area was utilized for vehicle parking. Planters remain unmaintained.

- **Condition No.15** states, *"That the applicant repaint all exterior walls one solid color which have graffiti and/or different colored paint sections not later than July 7, 1993."*

Site visit identified graffiti on block wall enclosure as well as various mural type signs on the enclosure and perimeter block wall.

Pursuant to HPMC section 9-2.1112 4., a Conditional Use Permit (CUP) may be revoked or modified if one or more of the conditions of the CUP have not been met. The Planning Commission concurred with the evidence provided and determined that the existing

ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

April 21, 2020
Page 3 of 10

business operation was not complying with three of the conditions stipulated in Resolution No. 1530.

- ***Department of Alcohol Beverage Control (ABC) Action and Suspension of License***

On October 21, 2019, the Huntington Park Police Department (HPPD) informed Planning Staff that the Kitty Kat Bar's ABC license would be suspended for a period of 30 days by the ABC. HPPD provided Planning staff with a copy of ABC report Reg No. 19088767 (Exhibit H), which identified 17 counts against the business operation. The counts include, but are not limited to:

- Employees of the business soliciting the purchase or sale of a drink intended for the consumption of the employee;
- Employees loitering in or about said premises for the purpose of begging or soliciting patrons or customers to purchase alcoholic beverages for the employees' consumption;
- Employees were procuring or encouraging the purchase or sale of alcoholic beverage;
- Employees encouraging others, directly or indirectly, to buy them drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy.

The suspension was served starting on August 23, 2019 and concluded on September 21, 2019. ABC Reg No. 19088767 was filed against Mr. Custodio Alascon Mendez, as the owner of the Kitty Kat Bar.

HPPD also informed Planning staff that this was not the first time ABC had suspended the alcohol license for this establishment. According to ABC records, the alcohol license was previously suspended on October 22, 2003 and again on April 30, 2010.

ABC report Reg No. 03056073 (Exhibit F) was filed against Mr. Custodio Alascon Mendez in 2003. ABC report Reg No. 03056073 identified 15 counts against the business operation. The violations from ABC and counts include, but are not limited to:

- Employees encouraging others, directly or indirectly, to buy them drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy;

ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

April 21, 2020

Page 4 of 10

- Employees loitering in or about said premises for the purpose of begging or soliciting patrons or customers to purchase alcoholic beverages for the employees' consumption;
- Employees procuring or encouraging the purchase or sale of alcoholic beverage;
- Employees soliciting the purchase or sale of a drink intended for the consumption of the employees;
- Employees selling, furnishing, or providing alcoholic beverages to persons who were obviously intoxicated.

As a result, the establishment's ABC license was issued a 20-day suspension under ABC report Reg No. 03056073. The suspension began on March 4, 2004 and concluded on March 24, 2004.

The second time this establishment was issued an ABC suspension was on April 30, 2010. According to ABC report Reg No. 10072989 (Exhibit G), there were a total of seven (7) counts filed against the business operation. The ABC violations and counts include, but are not limited to:

- Employees encouraging others, directly or indirectly, to buy them drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy;
- Employees loitering in or about said premises for the purpose of begging or soliciting patrons or customers to purchase alcoholic beverages for the employees' consumption;
- Employees procuring or encouraging the purchase or sale of alcoholic beverage.

As a result, the establishment's ABC license was issued a 30-day suspension under ABC report Reg No. 10072989. The suspension began on April 7, 2011 and concluded on May 7, 2011.

All three (3) ABC suspensions were issued to Mr. Custodio Alascon Mendez, the registered bar owner since 2000. Again, the most recent ABC suspension was enforce

ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

April 21, 2020
Page 5 of 10

commencing on August 23, 2019. Similar counts are reported in each of the suspensions, including the most recent suspension occurring in 2019.

All of the above evidence was presented to the City Council at the February 18, 2020 hearing either orally or in writing.

- ***Huntington Park Police Department (HPPD) concerns and conduct by the Appellant in violation of City codes and/or the public health, safety and welfare of the City of Huntington Park***

Evidence was presented at the City Council revocation appeal hearing that the HPPD has continuously expressed concerns with the operation of the establishment. The establishment has caused problems associated with alleged criminal activities including, possession of weapons, shots being fired, public intoxication, rape, noise, traffic, and peace disturbances. As indicated in the call log report, there have been a total of 189 calls for service to this establishment over a period of approximately 5 years.

HPPD spends resources every time they respond to a call for service to this location. If the operation was managed properly, it is reasonable to assume that calls for service would diminish, thus freeing up Police Officers and allowing them time to address other public safety issues throughout the community.

Based on the activities that have transpired over the past 19 years, HPPD is currently not confident that the current business owner has the ability or intent to operate a cocktail lounge without violating State (ABC) and local laws. In fact, the evidence presented to the City Council at the appeal hearing of February 18, 2020, clearly demonstrates that the ongoing and continuous current violations by the Appellant/Owner is substantial evidence to uphold the revocation decision of the Planning Commission, including the following:

- The repeated ABC license suspensions that have been issued to Mr. Mendez on the three separate occasions described above.
- The volume of calls for service to this location, HPPD has expressed concerns for the public's safety in and around the vicinity. It is also worth noting that the cost associated with repeat calls to HPPD drain City resources that may be better utilized in other areas of the community.
- The violations of the Appellant's conditions of approval from the current CUP and the Appellant's continued disregard of his obligation to comply with the City's conditions of the CUP, provisions of the Huntington Park Municipal Code and State Law.
- The continuous and ongoing harm the operation of this operation imposes upon the surrounding neighborhood and the public safety and welfare of the community in general.

ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

April 21, 2020

Page 6 of 10

- ***Grounds for Revocation***

In addition to the evidence and concerns stated above and based on the facts presented to the City Council at the revocation hearing and as further discussed below, the grounds for revocation include, but are not limited to, (1) continuous and ongoing violations of State and local law by the applicant to a degree that the findings contained in the original permit can no longer be made supported and due to the conduct of the Appellant/Owner the public health, safety and welfare requires renovation; (2) that Appellant/Owner is in substantial violation one or more of the conditions of the CUP; and (3) the continued use permitted under the CUP is detrimental to the public health, safety or welfare and constitutes a nuisance.

- ***Appeal Application***

On December 26, 2019, an appeal application was filed by Mr. Custodio Mendez dba Kitty Kat Bar. According to the Addendum attached to the appeal application, Mr. Mendez is appealing the Planning Commission's determination to revoke CUP Case No. 1530 based on the following:

1. Denial of Equal Protection – No consideration of incident reports for other establishments;
2. Denial of Due Process – Cross examine peace officers regarding call log, codes, etc.;
3. Denial of Due Process – Cross examine peace officers regarding causes of incidents;
4. ABC accusations as basis for revocation;
5. Discrimination;
6. Abuse of Discretion;
7. Denial of Equal Protection – Future development project area;

- ***Appeal Response***

1. ***Denial of Equal Protection.*** During the Planning Commission meeting, Commissioners inquired if other businesses experienced similar demands for Police assistance (i.e. calls for service). HPPD indicated that a similar business located across the street from the Kitty Kat Bar had 45 calls for service over a three (3) year time period. It was further clarified that the call log only dated back three (3) years due to the fact the business was opened within the three (3) year period. The business utilized as a comparison by HPPD had similar operations, offered similar services (i.e. entertainment, alcoholic beverages) and were similar in size (floor area).
2. ***Denial of Due Process.*** Planning Commission meetings allow applicant's, business owners, property owners, and the general public opportunities to

ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

April 21, 2020
Page 7 of 10

provide comments or testimony. The Planning Commission meeting is conducted in a quasi-judicial manner. Cross-examination is typically not a standard practice for Planning Commission meetings. Instead, applicants, business owners, or representatives are allowed to address the Planning Commission and ask questions of staff. The Planning Commission then asks staff to provide responses to questions. The Commission may also ask questions directly to staff as well. During the revocation hearing, the Planning Commission allowed Mr. Armando Chavira, attorney for the Kitty Kat Bar, to address the Commission and ask questions to staff. The Commission also asked that staff, including Huntington Park Police Department (HPPD), address questions or concerns raised by Mr. Chavira. Again, there is no requirement to formally cross-examine staff during Planning Commission meetings. Lastly, the Commission provided Mr. Mendez (business owner) and Mr. Chavira multiple opportunities to address the Commission and staff by allowing them to speak more than once during the public comment portion of the hearing with no time limit.

3. ***Denial of Due Process.*** See response No. 2 above.
4. ***Alcoholic Beverage Control Accusations.*** The appeal application identifies the use of three (3) Department of Alcoholic Beverage Control (ABC) accusations as the reasons for revocation. To clarify, the Commission considered the following in the revocation of the Conditional Use Permit: (1) change in circumstances by the applicant to a degree that the findings contained in the original permit could no longer be made in a positive manner and the public health, safety and welfare require revocation; (2) that one or more of the conditions of the CUP have not been met; and (3) the use permitted under the CUP is detrimental to the public health, safety or welfare and constitutes a nuisance. In addition, the Commission considered evidence that identified three (3) ABC license suspensions directly under the ownership of Mr. Custodio Mendez. Again, the Commission did not solely consider the ABC accusations or suspensions in reaching a determination to revoke the CUP. It is also important to clarify that the Commission did not revoke Mr. Mendez's alcohol license; however, the Commission revoked the CUP the disallowing the sales of alcohol on the subject site.
5. ***Discrimination.*** The appeal also claims the Planning Commission's determination was discriminatory based on the questions the Commission asked Mr. Custodio Mendez and Mr. Armando Chavira (attorney). Specifically, the appeal refers to the questions: how much Mr. Mendez paid in City taxes; how much money Mr. Mendez paid his attorney; If Mr. Mendez contributed to community activities; how much Mr. Mendez's attorney billed his clients, and whether Mr. Chavira drank in his client's business. The purpose of the questions was to seek resources (i.e. additional sales taxes, sponsor

ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

April 21, 2020
Page 8 of 10

community events) that can be invested back into the community. Applicant's before the Planning Commission are often asked similar questions, again, as a means of seeking opportunities to reinvest back into the community. The Commission amount of City taxes or contributions to the community were not taken into consideration of the revocation. Although the Commission asked about Mr. Custodio's attorney's billing and drinking practices, the Commission did recognize that those were matters between client and attorney and did not use the responses in their decision to revoke the CUP.

6. ***Abuse of Discretion.*** The appeal states that the Planning Commission and staff did not investigate the facts and circumstances underlying the calls for assistance and decision of ABC. During the Planning Commission meeting, HPPD provided additional information regarding the calls for service. In some instances, HPPD detailed the activities observed during Police Department visits to the site. Observations included sales of narcotics, fights, and shootings. HPPD also received notification from ABC regarding the establishment's ABC license suspension. The ABC report clearly stated the charges against the business and the duration of the suspension. HPPD further investigated the ABC suspension and discovered that ABC had previously suspended the license two (2) other times.
7. ***Denial of Equal Protection – Future development project area.*** The appellant claims the subject site is located within a known future development area. He further claims that future development is the underlying reason for termination of the CUP. The subject site is currently located within the City's Manufacturing Planned Development (MPD) zone. The City has not designated the subject site as a site for future development. In addition, the City has not received applications for any development projects within the subject site or area.

At the City Council meeting of February 12, 2020, the Appellant/Owner was provided a hearing *de novo* which entitled him, through his attorney, to present evidence and argument to challenge and overturn the decision of the Planning Commission. At this hearing, the Planning Department presented witnesses from City Planning Department, the Huntington Park Police Department and the California Alcohol Beverage Control (Supervising Agent in Charge Gerry Sanchez) along with documentary evidence. The Appellant/Owner presented a statement from the owner, Custodio Mendez, along with argument from his attorney Armando Chavira.

The City Council reviewed and considered all of the above stated objections and arguments from the Appellant/Business and Property Owner and after a full and complete hearing and due evaluation and consideration, the City Council unanimously (4-0-1 one

ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

April 21, 2020
Page 9 of 10

member absent) upheld the decision of the City's Planning Commission to revoke CUP No. 1530.

FISCAL IMPACT/FINANCING

This action does not have a direct fiscal impact on the General Fund.

CONCLUSION

Pursuant to City Council direction, the City Council should review the attached resolution and adopt the same which is consistent with the findings approved at its February 18, 2020 special City Council meeting.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized, flowing script.

RICARDO REYES
City Manager

A handwritten signature in blue ink, appearing to read 'Arnold M. Alvarez-Glasman', with a stylized, flowing script.

ARNOLD M. ALVAREZ-GLASMAN
City Attorney

ATTACHMENT(S)

- A. Adopt Resolution No. 2020-39, Upholding the Planning Commission's Determination to Revoke Conditional Use Permit (CUP) Case No, 1530 in connection with Real Property Located at 5728 Santa Fe Avenue, Huntington Park, California.
- B. Planning Commission Staff Report from Planning Commission Meeting of December 11, 2019 and Resolution No. 1530R

ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND ADOPTING FINDINGS THERETO

April 21, 2020

Page 10 of 10

C. Appeal Application from Appellant

D. Resolution No. 1404

E. Resolution No. 1530

F. Conditional Use Permit Transfer (February 2000)

G. Huntington Park Police Department Call Log Report

H. Department of Alcoholic Beverage Control Reg File No. 003056073

I. Department of Alcoholic Beverage Control Reg File No. 10072989

J. Department of Alcoholic Beverage Control Reg File No. 19088767

K. Written Notice to Revoke CUP No. 1530

Attachment “A”

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, UPHOLDING THE PLANNING COMMISSION'S DETERMINATION TO REVOKE CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA

WHEREAS, On August 21, 1991, the Planning Commission approved Resolution No. 1404 granting a Conditional Use Permit for on-sale of general liquor in conjunction with a cocktail lounge located at 5728 Santa Fe Avenue, in the General Manufacturing (M-2) Zone on the following described property:

Assessor's Parcel No. 6309-007-007; City of Huntington Park, County of Los Angeles; and

WHEREAS, On April 7, 1993, the Planning Commission approved Resolution No. 1530 granting a Conditional Use Permit for on-sale of general liquor in conjunction with a transfer of ownership of an existing cocktail lounge located at 5728 Santa Fe Avenue, in the General Manufacturing (M-2) Zone; and

WHEREAS, On February 14, 2000, Resolution No. 1530 granting a Conditional Use Permit for on-sale of general liquor in conjunction with an existing cocktail lounge located at 5728 Santa Fe Avenue, in the General Manufacturing (M-2) Zone, was transferred to Mr. Custodio Mendez; and

WHEREAS, On December 11, 2019, The Planning Commission held a public hearing and considered all evidence and public testimony regarding the revocation of the Conditional Use Permit, Case No. 1530 and revoked the CUP due to violations of the conditions of approval of the CUP, local and state laws; and

WHEREAS, Condition No. 2 of Resolution No. 1530 states, “That the applicant shall comply with all applicable codes, laws, rules and regulations, including Health and Safety, Building, Fire, Sign, Zoning, and Business License Codes of the City of Huntington Park”; and

WHEREAS, Condition No. 14 of Resolution No. 1530 states, "That the applicant

1 replant and maintain landscape vegetation on the two eastern triangular planters not later
2 than July 7, 1993”; and

3 **WHEREAS**, Condition No. 15 of Resolution No. 1530 states, “That the applicant
4 repaint all exterior walls one solid color which have graffiti and/or different colored paint
5 sections not later than July 7, 1993”; and

6 **WHEREAS**, the continuous and ongoing operation of the business known as the
7 “Kitty Kat Bar,” which is subject to the CUP involved in the instant case creates a public
8 nuisance and substantially affects the public health, safety and welfare of the City of
9 Huntington Park and of its residents; and

10 **WHEREAS**, the business owner/property owner was duly noticed of the Planning
11 Commission hearing on November 12, 2019 and December 11, 2019, to consider the
12 revocation of Conditional Use Permit No. 1530; and

13 **WHEREAS**, on February 18, 2020, the City Council conducted a *de novo* hearing
14 wherein the business owner and property owner attended, represented by counsel and
15 participated in the hearing; and

16 **WHEREAS**, both the City Planning Department and the Appellant presented witness,
17 evidence and argument in support or in opposition to the findings of the Planning
18 Commission; and

19 **WHEREAS**, after due consideration and evaluation of all evidence, oral and written,
20 and argument presented at the February 18, 2020 hearing, directed the City staff and City
21 Attorney to prepare a Resolution incorporating the findings and decision of the City Council
22 upholding the revocation order of the City’s Planning Commission; and

23 **WHEREAS**, the City Council is required to announce its findings and decision of its
24 review of the revocation decision of the Planning Commission.

25 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
26 **DOES FIND, DETERMINE, FIND AND RESOLVES AS FOLLOWS:**

27 **SECTION 1:** The revocation of Conditional Use Permit No. 1530 has been reviewed
28 for compliance with the California Environmental Quality Act (CEQA) and is found to be

exempt from CEQA pursuant to Article 19, Section 15321 "Enforcement Actions by Regulatory Agencies."

SECTION 2: The City Council finds that in accordance with Section 9-2.1112 of the Huntington Park Municipal Code, a Conditional Use Permit may be revoked or modified by the Commission if any one of the following findings can be made:

1. That circumstances have been changed by the applicant to a degree that one or more of the findings contained in the original permit can no longer be made in a positive manner and the public health, safety and welfare require the revocation;
2. That the Conditional Use Permit was issued, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the application, or in the applicant's testimony presented during the public hearing, for the entitlement or permit;
3. That the use for which the Conditional Use Permit was granted had ceased or was suspended for six (6) or more months;
4. That one or more of the conditions of the Conditional Use Permit have not been met;
5. That the use is in violation of any statute, ordinance, law or regulation; or
6. That the use permitted by the Conditional Use Permit is detrimental to the public health, safety or welfare or constitutes a nuisance.

SECTION 3: The City Council finds that based upon the oral and written evidence and argument presented at the appeal hearing before the City Council on February 18, 2020, such evidence is contained in the record of the hearing of that date and summarized in the Agenda Report dated April 21, 2020 (attached hereto and incorporated herein) and pursuant to Section 9-2.1112(1) of the Huntington Park Municipal Code, "That circumstances been changed by the applicant to a degree that one or more of the findings contained in the original permit can no longer be made in a positive manner and the public health, safety, and welfare require the revocation."

1 The City Council finds that pursuant to Section 9-2.1112(4) of the Huntington Park
2 Municipal Code, "one or more of the conditions of the Conditional Use Permit have not been
3 met."

4 The City Council finds that pursuant to Section 9-2.1112(6) of the Huntington Park
5 Municipal Code, "the use permitted by the Conditional Use Permit is detrimental to the
6 public health, safety or welfare or constitutes a nuisance."

7 **SECTION 4:** Based on the evidence in the record and the findings contained herein,
8 the City Council hereby revokes Conditional Use Permit No. 1530. The City Council hereby
9 adopts and incorporates all statements and findings of the Agenda Report dated April 21,
10 2020 which summarizes the essential elements of the City Council's findings after the
11 hearing conducted by the City Council on February 18, 2020.

12 **SECTION 5:** The City Clerk shall certify to the adoption of this resolution, which shall
13 be effective upon its adoption and a copy thereof shall be filed with the City Clerk.

14 **PASSED, APPROVED, AND ADOPTED** this 21st day of April, 2020
15

16
17 Manuel "Manny" Avila, Mayor
18 ATTEST:
19

20 _____
21 M. Susan Crum
22 Acting City Clerk
23
24
25
26
27
28

Attachment “B”



CITY OF HUNTINGTON PARK

SPECIAL PLANNING COMMISSION AGENDA REPORT

DATE: DECEMBER 11, 2019

TO: CHAIRPERSON AND MEMBERS OF THE PLANNING COMMISSION

ATTENTION: SERGIO INFANZON, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: CARLOS LUIS, SENIOR PLANNER

SUBJECT: **PLANNING COMMISSION CASE NO. 1530R – CUP CONDITIONAL USE PERMIT (CONTINUED FROM NOVEMBER 20, 2019)**

REQUEST: A REQUEST TO CONSIDER THE REVOCATION OF CONDITIONAL USE PERMIT NO. 1530 WHICH ALLOWED FOR THE ON-SALE OF GENERAL LIQUOR IN CONJUNCTION WITH A COCKTAIL LOUNGE ON PROPERTY LOCATED AT 5728 SANTA FE AVENUE, WITHIN THE MANUFACTURING PLANNED DEVELOPMENT (MPD) ZONE.

APPLICANT: City of Huntington Park

PROPERTY OWNER: Alice M. Michelson Trust

SUBJECT LOCATION: 5728 Santa Fe Avenue

**ASSESSOR'S
PARCEL NUMBER:** 6309-007-007

PRESENT USE: Cocktail Lounge

LOT SIZE: 5,910 square foot

GENERAL PLAN: General Commercial

ZONE: Manufacturing Planned Development (MPD)

**SURROUNDING
LAND USES:** North: Manufacturing/Industrial (MPD)
West: City of Vernon

South: Commercial (Legal Nonconforming)
East: Rail System Right-of-Way/Manufacturing/Industrial

**MUNICIPAL CODE
REQUIREMENTS FOR A
REVOCATION OF A
CONDITIONAL USE PERMIT:**

Pursuant to Huntington Park Municipal Code (HPMC), Section 9-2.1112, the Commission may hold a hearing to revoke or modify a Conditional Use Permit granted in compliance with the provisions of Chapter 2 of the HPMC. A Conditional Use Permit may be revoked or modified by the Commission if any one of the following findings can be made:

1. That circumstances been changed by the applicant to a degree that one or more of the findings contained in the original permit can no longer be made in a positive manner and the public health, safety and welfare require the revocation;
2. That the Conditional Use Permit was issued, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the application, or in the applicant's testimony presented during the public hearing, for the entitlement or permit;
3. That the use for which the Conditional Use Permit was granted had ceased or was suspended for six (6) or more months;
4. That one or more of the conditions of the Conditional Use Permit have not been met;
5. That the use is in violation of any statute, ordinance, law or regulation; or
6. That the use permitted by the Conditional Use Permit is detrimental to the public health, safety or welfare or constitutes a nuisance.

**ENVIRONMENTAL
REVIEW:**

Revocation of CUP 1530R is exempt from further environmental review pursuant to Article 19, Section 15321, "Enforcement Actions by Regulatory Agencies," of the California Environmental Quality Act (CEQA). An enforcement action under Section 15321 includes actions to revoke a permit, license, certificate, or other entitlements for

SPECIAL PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 1530R CUP: 5728 Santa Fe Avenue

December 11, 2019

Page 3 of 14

use issued, adopted, or prescribed by the a public agency or enforcement of law, general rule, standard, or objective, administered or adopted by a public regulatory agency.

BACKGROUND:

- ***November 20, 2019 Planning Commission Meeting***

On November 12, 2019, the Planning Division received a request to continue the hearing from Mr. Armando H. Chavira, legal counsel for the business owner of the Kitty Kat Bar. The request cited additional time necessary in order to obtain all public records for the subject business and other similar businesses within the vicinity. On November 14, 2019, Planning staff informed Mr. Chavira that the request to continue the item would be presented to the Planning Commission for consideration; however, there would be no guarantee that the request to continue would be granted.

On November 20, 2019, Mr. Chavira submitted another request to continue the item via email. Again, the request cited additional time necessary to compile information (i.e. public records) for the revocation hearing. Copies of the email were printed out and presented to Planning Commission on November 20, 2019, with a recommendation from Planning staff to continue the item. The Planning Commission continued the item to a Special Planning Commission Meeting of December 11, 2019.

- ***Pre-Conditional Use Permit Requirement/Approval***

According to Planning files, the subject site has been operating as a cocktail lounge since 1940. The City of Huntington Park incorporated in 1906; however, no Conditional Use Permit (CUP) was on file at the time the cocktail lounge was established. The subject property sustained fire damage in 1988. As a result, the property was closed for approximately three (3) years in order to complete repairs to the damaged structure. The City determined that in order to reopen the cocktail lounge, a CUP was required.

- ***Resolution No. 1404 (CUP No. 1404)***

The subject site was granted a CUP on August 21, 1991, which allowed for the on-sale of general liquor in conjunction with a cocktail lounge on the subject site located at 5728 Santa Fe Avenue. The applicant for CUP Case No. 1404

SPECIAL PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 1530R CUP: 5728 Santa Fe Avenue

December 11, 2019

Page 4 of 14

was Alice M. Michelson. The approval was subject to conditions stipulated in Resolution No. 1404 (Exhibit B).

- ***Resolution No. 1530 (CUP No. 1530)***

On April 7, 1993, the Planning Commission approved CUP Case No. 1530, which allowed for the continued on-sale of general liquor in conjunction with a cocktail lounge on the subject site. The CUP also allowed a transfer of ownership from Alice M. Michelson to Sergio Castro and Jose Barron. The approval was subject to conditions stipulated in Resolution No. 1530 (Exhibit C). It is worth noting that Resolution No. 1530 replaced and superseded Resolution No. 1404.

- ***Transfers of CUP No. 1530 (Resolution No. 1530)***

- On January 9, 1995 and again on February 8, 1995, CUP Case No. 1530 was transferred back to Alice M. Michelson. According to Planning records, the initial transfer dated January 9, 1995 required corrective actions in order transfer the CUP back to Ms. Michelson. The City followed-up with Ms. Michelson on February 8, 1995 and again identified corrective actions. The file identifies that corrective actions were completed on April 12, 1995. As a result, the operation was allowed to continue on the subject site. The transfer was processed administratively.
- On May 8, 1995, CUP Case No. 1530 was transferred to Mr. Hector Pelayo. The transfer was processed administratively and did not identify the need for any corrective actions.
- On February 14, 2000, CUP Case No. 1530 was transferred to Mr. Custodio Mendez (Exhibit D). The transfer identified corrective actions were necessary in order to complete the transfer. Specifically, corrective actions related to property maintenance (neat, clean, orderly manner) and maintenance of existing landscaping on the property. The CUP transfer also identified a recommendation to secure a ladder at the rear of the building. Although there is no information on file identifying completion of the corrective actions, given the nature of the required actions, it is reasonable to assume that proper actions

SPECIAL PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 1530R CUP: 5728 Santa Fe Avenue

December 11, 2019

Page 5 of 14

were taken in order to comply with the requirements of the CUP transfer.

Since 2000, the subject site has been operated and by Mr. Custodio Mendez as a cocktail lounge with Dance and Entertainment, known as the Kitty Kat Bar.

- ***Department of Alcohol Beverage Control (ABC) Suspensions***

On October 21, 2019, the Huntington Park Police Department (HPPD) informed Planning Staff that the Kitty Kat Bar's ABC license would be suspended for a period of 30 days. HPPD provided Planning staff with a copy of ABC report Reg No. 19088767 (Exhibit H), which identified 17 counts against the business operation. The counts include, but are not limited to:

- Employees of the business soliciting the purchase or sale of a drink intended for the consumption of the employee;
- Employees loitering in or about said premises for the purpose of begging or soliciting patrons or customers to purchase alcoholic beverages for the employees' consumption;
- Employees were procuring or encouraging the purchase or sale of alcoholic beverage;
- Employees encouraging others, directly or indirectly, to buy them drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy.

The suspension was served starting on August 23, 2019 and concluded on September 21, 2019. ABC Reg No. 19088767 was filed against Mr. Custodio Alascon Mendez, as the owner of the Kitty Kat Bar.

HPPD also informed Planning staff that this was not the first time ABC had suspended the alcohol license for this establishment. According to ABC records, the alcohol

SPECIAL PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 1530R CUP: 5728 Santa Fe Avenue

December 11, 2019

Page 6 of 14

license was also suspended on October 22, 2003 and again on April 30, 2010.

ABC report Reg No. 03056073 (Exhibit F) was filed against Mr. Custodio Alascon Mendez in 2003. ABC report Reg No. 03056073 identified 15 counts against the business operation. The counts include, but are not limited to:

- Employees encouraging others, directly or indirectly, to buy them drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy;
- Employees loitering in or about said premises for the purpose of begging or soliciting patrons or customers to purchase alcoholic beverages for the employees consumption;
- Employees procuring or encouraging the purchase or sale of alcoholic beverage;
- Employees soliciting the purchase or sale of a drink intended for the consumption of the employees;
- Employees selling, furnishing, or providing alcoholic beverages to persons who were obviously intoxicated.

As a result, the establishment's ABC license was issued a 20-day suspension under ABC report Reg No. 03056073. The suspension began on March 4, 2004 and concluded on March 24, 2004

The second time this establishment was issued an ABC suspension was on April 30, 2010. According to ABC report Reg No. 10072989 (Exhibit G), there were a total of seven (7) counts filed against the business operation. The counts include, but are not limited to:

- Employees encouraging others, directly or indirectly, to buy them drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy;
- Employees loitering in or about said premises for the purpose of begging or soliciting patrons or customers

SPECIAL PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 1530R CUP: 5728 Santa Fe Avenue

December 11, 2019

Page 7 of 14

to purchase alcoholic beverages for the employees' consumption;

- Employees procuring or encouraging the purchase or sale of alcoholic beverage.

As a result, the establishment's ABC license was issued a 30-day suspension under ABC report Reg No. 10072989. The suspension began on April 7, 2011 and concluded on May 7, 2011.

All three (3) ABC suspensions were issued to Mr. Custodio Alascon Mendez, the registered bar owner since 2000. Similar counts are reported in each of the suspensions, including the most recent suspension occurring this year.

- ***Huntington Park Police Department Findings***

HPPD provided a call log history (Exhibit E) for the subject site, which covers a period of approximately five (5) years. Specifically, the call log report identifies calls for service beginning September 12, 2014 and ending August 8, 2019. A total of 189 calls for service have been documented by the HPPD during that period. HPPD has addressed public safety issues including, but not limited to: battery reports, parking, robbery reports, assault with deadly weapon, vehicle theft, welfare checks, fights, disturbances, domestic cases, spousal abuse, rape, suspicious circumstances, music, intoxication, hit & runs, driving under the influence, shots fired, and terrorist threats.

DISCUSSION:

- ***Conditional Use Permit (CUP)***

The Planning Commission may hold a hearing to revoke or modify a Conditional Use Permit granted in compliance with the provisions of HPMC Section 9-2.1112, "Revocation." A Conditional Use Permit may be revoked or modified by the Commission if any one of the following findings can be made:

1. That circumstances been changed by the applicant to a degree that one or more of the findings contained in the original permit can no longer be made in a positive

SPECIAL PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 1530R CUP: 5728 Santa Fe Avenue

December 11, 2019

Page 8 of 14

manner and the public health, safety and welfare require the revocation;

2. That the Conditional Use Permit was issued, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the application, or in the applicant's testimony presented during the public hearing, for the entitlement or permit;
3. That the use for which the Conditional Use Permit was granted had ceased or was suspended for six (6) or more months;
4. That one or more of the conditions of the Conditional Use Permit have not been met;
5. That the use is in violation of any statute, ordinance, law or regulation; or
6. That the use permitted by the Conditional Use Permit is detrimental to the public health, safety or welfare or constitutes a nuisance.

ANALYSIS:

- ***Grounds for Revocation***

Based on the facts presented above and further discussed below, the grounds for revocation include, but are not limited to, (1) change in circumstances by the applicant to a degree that the findings contained in the original permit can no longer be made in a positive manner and the public health, safety and welfare require renovation; (2) that one or more of the conditions of the CUP have not been met; and (3) the use permitted under the CUP is detrimental to the public health, safety or welfare and constitutes a nuisance.

- ***Department of Alcohol Beverage Control (ABC) Suspensions***

As noted, the establishment has been subject to ABC license suspensions on three separate occasions. All three suspensions have occurred under the ownership of Mr. Custodio Alascon Mendez. Mr. Mendez has owned the establishment for 19 years (since 2000) and has been charged with various counts of violations pursuant to State

SPECIAL PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 1530R CUP: 5728 Santa Fe Avenue

December 11, 2019

Page 9 of 14

Law. The counts against Mr. Mendez cause concern with regards to the management and operation of the establishment. It is evident, as reported by ABC, that Mr. Mendez has continued to violate the law.

The establishment has become detrimental to the community as evidenced by the extensive history of violations and lack of oversight by Mr. Mendez. . Most alarming is ABC's report which notes that intoxicated customers have been served alcoholic drinks despite their apparent intoxicated state. Overserving patrons can lead to dangerous problems once intoxicated patrons leave the establishment. For example, driving under the influence, public intoxication, urinating in public, disturbances, etc. It is also reasonable to assume that patrons leaving the establishment may also loiter or "spill" onto adjacent neighboring areas.

Another concern raised by the establishment's management is the practice of allowing employees to solicit alcoholic drinks from patrons. Soliciting a drink from a patron is typically an unofficial way of paying for companionship of the employee, which commonly, is a cocktail waitress. This practice of soliciting a drink from a patron is also connected to a profit-sharing agreement with the business owner. For example, under this scheme after every alcoholic beverage purchased for the employee, the business owner will pay the employee a percentage or share of the cost of the beverage. As a result, the employee is incentivized to consume alcohol or in some instances overconsume alcohol while working.

Over the course of 19 years, Mr. Mendez has not demonstrated that he is capable of operating a cocktail lounge without violating State (ABC) and local laws.

- ***Huntington Park Police Department***

HPPD expressed concerns with the operation of the establishment. The establishment has caused problems associated with alleged criminal activities including, possession of weapons, shots being fired, public intoxication, rape, noise, traffic, and peace disturbances. As indicated in the call log report, there have been a total of 189 calls for service to this establishment over a period of approximately 5 years.

SPECIAL PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 1530R CUP: 5728 Santa Fe Avenue

December 11, 2019

Page 10 of 14

HPPD spends resources every time they respond to a call for service to this location. If the operation was managed properly, it is reasonable to assume that calls for service would diminish, thus freeing up Police Officers and allowing them time to address other public safety issues throughout the community.

Based on the activities that have transpired over the past 19 years, HPPD is not confident that the current business owner has the ability or intent to operate a cocktail lounge without violating State (ABC) and local laws. This is further supported by the repeated ABC license suspensions that have been issued to Mr. Mendez on the three separate occasions described above. In addition, given the volume of calls for service to this location, HPPD has expressed concerns for the public's safety in and around the vicinity. It is also worth noting that the cost associated with repeat calls to HPPD drain City resources that may be better utilized in other areas of the community.

- **Conditional Use Permit No. 1530 Compliance**

During a site inspection on November 7, 2019, the Planning Division observed conditions of approval nos. 2, 14, and 15 were out of compliance. Specifically the conditions required the following:

2. That the applicant shall comply with all applicable codes, laws, rules and regulations, including Health and Safety, Building, Fire, Sign, Zoning, and Business License Codes of the City of Huntington Park – ***Site visit identified unpermitted painted on signage along the easterly, southerly, and westerly walls of the building. Also observed the perimeter block wall and trash enclosure were painted with mural type signage. A search of Sign Design Review application files did not yield approvals for painted or mural type signage. City approvals are required for business signage pursuant to HPMC section 9-3.1205 B.***

14. That the applicant replant and maintain landscape vegetation on the two eastern triangular planters not later than July 7, 1993 – ***Site visit identified no landscaping material in the eastern triangular***

planters. Planters were filled with dirt and one planter area was utilized for vehicle parking;

15. That the applicant repaint all exterior walls one solid color which have graffiti and/or different colored paint sections not later than July 7, 1993. – ***Site visit identified graffiti on block wall enclosure as well as various mural type signs on the enclosure and perimeter block wall.***

Since the November 7, 2019, site inspection, the subject site has attempted to comply with conditions of approval identified above. Specifically, a site visit on December 9, 2019 observed that portions of the existing building had been repainted removing the painted on signage and mural type signage along the block wall and trash enclosure. While removal of the unpermitted painted on signage and murals are a step in the right direction, paint will need to be applied consistently throughout the entire building.

In addition, pursuant to HPMC section 9-3.103 3.B.(3) exterior building colors shall be reviewed in conjunction with a request for any Building Permit, Development Permit, Minor Modification, Minor Conditional Use Permit, Conditional Use Permit, Minor Variance, Variance, Tentative Parcel or Tract Map, Sign Design Review, any other type of Department entitlement review as required by the HPMC. As a result, painting of the building will require a Color Approval application to be submitted, reviewed, and approved by the Planning Division. No application has been submitted.

During the site visit of December 9, 2019, the landscape planters were still observed to be unmaintained and filled with dirt. A landscape plan is required to be submitted, reviewed, and approved by the Planning Division. No application has been submitted.

- ***Conditional Use Permit Modification/Revocation Findings***

A Conditional Use Permit may be revoked or modified by the Commission if any one of the findings identified in Huntington Park Municipal Code (HPMC) section 9-2.1112 can be made. Based on the information provided by the

SPECIAL PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 1530R CUP: 5728 Santa Fe Avenue

December 11, 2019

Page 12 of 14

following findings can be made to support the revocation of Conditional Use Permit Case No. 1530:

- That circumstances have been changed by the applicant to a degree that one or more of the findings contained in the original permit can no longer be made in a positive manner and the public health, safety and welfare require the revocation ***in that finding (D) of Conditional Use Permit 1530, which states “that the establishment, maintenance or conducting of the use for which a conditional use permit is sought will not, under the particular case, be detrimental to the persons residing or working in the neighborhood of such use; and will not, under the circumstances of the particular case, be detrimental to the public welfare or injurious to the property or improvements in the neighborhood” cannot be made due to the fact that over a 19 year period, under the same ownership, the business has not operated consistent with State Alcohol Beverage Control (ABC) Laws and Public Safety Laws of the City of Huntington Park as evident by the three (3) ABC Liquor License suspensions and the 189 calls for public safety service. Based on the State and local violations, the existing cocktail lounge is operating under circumstances that are detrimental to the public welfare of the community.***
- That one or more of the conditions of the Conditional Use Permit have not been met ***in that the following conditions of approval have been identified to be out of compliance based on a site visit of November 7, 2019:***

2. That the applicant shall comply with all applicable codes, laws, rules and regulations, including Health and Safety, Building, Fire, Sign, Zoning, and Business License Codes of the City of Huntington Park – ***Site visit identified unpermitted painted on signage along the easterly, southerly, and westerly walls of the building. It was also observed that the perimeter block wall and trash enclosure were painted witch mural like signage. A search of Sign Design Review application files did not yield approvals for painted or mural type signage. City approvals are required for business signage pursuant to HPMC section 9-3.1205 B.***

Removal of unpermitted signage will require comprehensive application of new building paint. Pursuant to HPMC section 9-3.103 3.B.(3), Color Approval Application is required to be submitted, reviewed, and approved by the City. No application has been submitted.

14. That the applicant replant and maintain landscape vegetation on the two eastern triangular planters not later than July 7, 1993 – ***Site visit identified no landscaping material in the eastern triangular planters. Planters were filled with dirt and one planter area was utilized for vehicle parking. A landscape plan is required to be submitted, reviewed, and approved by the City. No application has been submitted.***

15. That the applicant repaint all exterior walls one solid color which have graffiti and/or different colored paint sections not later than July 7, 1993. – ***Site visit identified graffiti on block wall enclosure as well as various mural type paintings on the enclosure and perimeter block wall. Removal of unpermitted mural type paintings will require comprehensive application of new building paint. Pursuant to HPMC section 9-3.103 3.B.(3), Color Approval Application is required to be submitted, reviewed, and approved by the City. No application has been submitted.***

- That the use permitted by the Conditional Use Permit is detrimental to the public health, safety or welfare or constitutes a nuisance ***in that over a 19 year period, under the same ownership, the business has not operated consistent with State Alcohol Beverage Control (ABC) Laws and Public Safety Laws of the City of Huntington Park as evident by the three (3) ABC Liquor License suspensions and the 189 calls for public safety service. Based on the State and local violations, the existing cocktail lounge is operating under circumstances that are detrimental to the public welfare of the community.***

SPECIAL PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 1530R CUP: 5728 Santa Fe Avenue

December 11, 2019

Page 14 of 14

Based on the evidence presented, Planning Staff has determined that the required findings to revoke Conditional Use Permit Case No. 1530 can be made.

RECOMMENDATION:

After conducting a public hearing and receiving public testimony, that the Planning Commission adopt Resolution No. 1530R revoking Conditional Use Permit Case No. 1530 disallowing the use of a cocktail lounge on property located at 5728 Santa Fe Avenue.

CONCLUSION:

Alternatively, the Planning Commission has the following options:

1. Overturn the Planning Division's recommendation and request that this item be brought back as a Conditional Use Permit Modification; or
2. Continue the item and request additional information.

EXHIBITS:

Exhibit A: Resolution No. 1530R
Exhibit B: Resolution No. 1404
Exhibit C: Resolution No. 1530
Exhibit D: Conditional Use Permit Transfer (February 2000)
Exhibit E: Huntington Park Police Department Calls for Service
Exhibit F: Department of Alcoholic Beverage Control Reg File No. 003056073
Exhibit G: Department of Alcoholic Beverage Control Reg File No. 10072989
Exhibit H: Department of Alcoholic Beverage Control Reg File No. 19088767
Exhibit I: Written Notice to Revoke CUP No. 1530
Exhibit J: Site Photos (November 7, 2019 & December 9, 2019)

Attachment “C”



CITY OF HUNTINGTON PARK
Community Development Dept. • Planning Division
8550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@hnpca.gov

PLANNING COMMISSION APPEAL APPLICATION

| FOR OFFICE USE ONLY | | | |
|-----------------------------|-------------------------|-----------------------------------|-----------------|
| Date Filed: <u>12/23/19</u> | Case No: <u>2019-01</u> | Fee/Receipt No: <u>\$1,299.00</u> | Initials: _____ |

Note to the appellant: Pursuant to the Huntington Park Municipal Code, Section 9-2.1712, appeals may be filed with the Office of the City Clerk on this form within fifteen (15) days following the date of an action. Appeals shall be accompanied by a filing fee, which is indicated above.

I/We, appellant(s) hereby appeal the decision of the Huntington Park Planning Commission on _____ for Case No. 1530 and petition that the City Council modify the action or decision that was made.

PROJECT INFORMATION

Property Address: 5728 Santa Fe ave. HUNTINGTON PARK, CA 90255

APPELLANT'S INFORMATION

Appellant(s): CUSTODIO MENDEZ dba KITTY KAT Bar

Mailing Address: c/o Armando H. Chavira

Phone 1: [REDACTED] Phone 2: [REDACTED] email: armando.chavira@yahoo.com 9136

PROPERTY OWNER'S INFORMATION

Property Owner: Alice Michelson Trust c/o Custodio Mendez

Mailing Address: 5728 Santa Fe ave. HUNTINGTON PARK, CA 90255

Phone 1: [REDACTED] Phone 2: _____ email: _____

REASON FOR APPEAL:

The action or decision is being appealed for the following reason(s): (Attach additional sheets if necessary)

Please see attached
Addendum to
APPEAL Application



ARMANDO H. CHAVIRA
Attorney at Law / Abogado

20929 VENTURA BLVD. STE 47-523
WOODLAND HILLS, CA 91364
TEL: (818) 261-7909

armando.chavira@yahoo.com

State Bar No.: 081218

CERTIFICATE AND AFFIDAVIT OF APPELLANT: I/we, appellant(s) of the case involved in this application, dispose and say that I/we have prepared the foregoing appeal and that the statements and information contained therein are in all respects true and correct to the best of my/our knowledge and belief, and that said information, so far as I am/we are aware, is complete and represents all of the evidence and opinion that bears on the case and refers to no facts or evidence not introduced previously.

Signature: _____

Date: 12/24/2019

1 ARMANDO H. CHAVIRA
2 Attorney at Law
3 SBN 081218
4 20929 Ventura Boulevard
5 Suite 47-523
6 Woodland Hills, CA 91364
7 Tel: (818) 884-3777
8 Fax: (818) 884-3774
9 Cellular Telephone: (818) 261-7909
10 E-mail: armandochavira@yahoo.com
11

12
13 **BEFORE THE CITY COUNCIL FOR THE CITY OF HUNTINGTON PARK,**
14 **COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**
15

16 In the Matter of the Revocation of
17 Conditional Use Permit:

18 City of Huntington Park,

19 Complainant,

20 vs.

21 Custodio Alascon Mendez dba Kitty Kat Bar,

22 Respondent and Appellant.

CUP Permit Number: 1530

Resolution Number 1530R

**APPEAL TO THE CITY CLERK OF
HUNTINGTON PARK FROM A DECISION
OF THE PLANNING COMMISSION
REVOKING CONDITIONAL USE PERMIT
1530**

**[Revocation Date: December 11, 2019]
[Final Date for Appeal December 26, 2019]**

23 **TO THE CITY OF HUNTINGTON PARK, HUNTINGTON PARK CITY CLERK, CITY**
24 **OF HUNTINGTON PARK PLANNING COMMISSION AND HUNTINGTON PARK**
25 **CITY COUNCIL, AND ITS CITY ATTORNEY:**

26 Custodio Alascon Mendez dba Kitty Kat Bar hereby appeals the revocation of his
27 Conditional Use permit by the City of Huntington Park Planning Commission on the following
28 grounds:

1 1. The decision of revocation constituted a denial of Equal Protection since the
2 Commission did not consider the incident reports of other similar nearby businesses in arriving at
3 its decision. Other similar businesses have a greater amount of calls for assistances than the Mr.
4 Mendez's business, and use a greater amount of police resources than the Kitty Kat Bar. As such,
5 the calls for service for the Kitty Kat Bar cannot support revocation.
6

7 2. The decision of revocation constituted a denial of Due Process since the Commission
8 did not allow counsel for Mr. Mendez's representative/attorney to question attending peace
9 officers in any respect, including the meaning of abbreviations and codes in the Police
10 Department calls for assistance/dispatch logs, including violations at the Kitty Kat and other
11 similar businesses, and importantly the stabbing incident mentioned by the peace officer witness.
12 Mr. Mendez was deprived of his opportunity to cross-examine witnesses and be heard with
13 respect to their testimony.
14

15 3. The decision of revocation constituted a denial of Due Process since the Commission
16 did not allow counsel for Mr. Mendez to question attending peace officers with respect to the
17 causes of incident reports attributable to his business which might have arisen from the
18 surrounding area immediately proximate to the businesses' parking lot in the area adjacent to the
19 railroad tracks where transients, homeless and drug users congregate. The incident logs for the
20 Kitty Kat resulted from the surrounding area and not the Kitty Kat Bar business. The calls for
21 assistance were related to the "landmark" designation used by law enforcement for all calls from
22 the area proximate to the Kitty Kat business.
23
24

25 4. The decision to revoke on the basis of three (3) Department of Alcohol Beverage
26 Control ("ABC") accusations over a nineteen (19) year period was an abuse of discretion and
27 arbitrary and capricious. ABC, which has exclusive jurisdiction for alcohol licenses throughout
28

1 the state did not revoke Mr. Mendez's alcohol license after a careful review of the facts. ABC
2 has jurisdiction to revoke alcohol licenses under its disorderly house police power.


3 5. The Planning Commission's conduct in its decision to revoke was discriminatory on its
4 face. The decision to revoke was an abuse of discretion and arbitrary and capricious, and a denial
5 of Due Process, since the apparent basis for the revocation was how much Mr. Mendez paid in
6 City taxes, how much money he paid his attorney and whether he contributed financially to
7 community activities. In fact, the discriminatory and prejudicial conduct of the Commission
8 extended to questions, directed to counsel, as to how much Mr. Mendez's attorney billed his
9 clients, and whether he drank in his client's businesses.

10 6. The decision to revoke was an abuse of discretion and arbitrary and capricious, and a
11 denial of Due Process since the Planning Commission, and staff, did not investigate the facts and
12 circumstances underlying the calls for assistance and decision of the ABC.

13 7. The decision of revocation constituted a denial of Equal Protection, a violation of Due
14 Process and was arbitrary and capricious. Mr. Mendez is informed and believes, and thereon
15 alleges, that the area where the Kitty Kat Bar is located is a future development site, known to
16 the City, and removal of the Kitty Kat business is the underlying reason for the termination of
17 Mr. Mendez's Conditional Use Permit. This appeal will be amended to conform to proof at
18 hearing after discovery of the City's permit, development and other records for the area.

19 Mr. Mendez dba the Kitty Kat Bar hereby reserves his right to augment and amend this
20 appeal upon receipt of a transcript of proceedings at Planning Commission hearing, and the
21 receipt of further evidence from witnesses, police calls for assistance, Planning Commission
22 documents and other evidence which will be obtained for presentation at the City Council
23 hearing on this matter.

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3 DATED: December 24, 2019

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6 ARMANDO H. CHAVIRA
7 Attorney for Appellant,
8 Custodio Alascon Mendez dba Kitty Kat Bar
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Attachment “D”

RESOLUTION NO. 1404 ✓

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, GRANTING A CONDITIONAL USE PERMIT IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA

WHEREAS, a public hearing was held in the City Hall, 6550 Miles Avenue, Huntington Park, California, on Wednesday, August 21, 1991 at 7:30 p.m., pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code, upon the application from Alice M. Michelson, requesting a conditional use permit for on-sale of general liquor in conjunction with a cocktail lounge located at 5728 Santa Fe Avenue in the General Manufacturing (M-2) Zone on the following described property:

Assessors Parcel No. 6309-007-007,
commonly known as 5728 Santa Fe Avenue,
Huntington Park, California; and

WHEREAS, all persons appearing for or against the granting of the conditional use permit were given the opportunity to be heard in connection with said matter; and

WHEREAS, the Planning Commission has considered the environmental impact information relative to the proposed amendment; and

WHEREAS, the Planning Commission is required to announce its findings and recommendations.

NOW, THEREFORE, THE PLANNING COMMISSION DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:

SECTION 1: The Planning Commission determines that the proposed conditional use permits would not have a significant effect on the environment and hereby adopts and Categorical Exemption Class 2, CEQA Sec. 15302.

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1 SECTION 2: The Planning Commission hereby makes the
2 following findings in connections with Conditional Use Permit
3 No. 1404:

4 (A) That the conditional use permit applied for is
5 authorized by the provisions of the Huntington Park Municipal
6 Code; and

7 (B) That the granting of such conditional use permit will
8 not adversely affect the established character of the
9 surrounding neighborhood or be injurious to the property or
10 improvements in such vicinity and zone in which the property
11 is located; and

12 (C) That the granting of such conditional use permit will
13 not adversely affect the Master or General Plan of this City;
14 and

15 (D) That the establishment, maintenance or conducting of
16 the use for which a conditional use permit is sought will not,
17 under the particular case, be detrimental to the health,
18 safety, morals, comfort, convenience or welfare of persons
19 residing or working in the neighborhood of such use; and will
20 not, under the circumstances of the particular case, be
21 detrimental to the public welfare or injurious to the property
22 or improvements in the neighborhood.

23 SECTION 3: The Planning Commission hereby grants
24 Conditional Use Permit No. 1404 subject to the execution and
25 fulfillment of the following conditions:

- 26 1. That subject to department corrections and conditions, the
27 property shall be developed substantially in accordance
28 with the plot plan submitted and marked Exhibit "A".
- 2 2. That the applicant shall comply with all applicable codes
3 laws, rules and regulations, including Health and Safety,
4 Building, Fire, Sign, Zoning, and Business License Codes
5 of the City of Huntington Park.

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3. That the applicant comply with all regulations pertaining to signage as listed in the H.P.M.C Sec. 9, Article 26. and submit plans for sign to the Planning Department for approval.
4. That the premises be kept in a neat and orderly manner at all times and comply with the property maintenance standards as set forth in H.P.M.C. Sec. 8-9.02.1.
5. That all new roof-mounted equipment installed by applicant shall be screened from street view with materials compatible with the design and materials of the building and in a manner approved by the Director of Community Development or its designee.
6. That this permit shall expire in the event the entitlement is not exercised within the (1) year from the date of approval or if there is a cessation of the use or uses authorized by this permit for a continuous period of six (6) months or more.
7. That the violation of the conditions of this conditional use may result in a citation or revocation of the conditional use permit.
8. That should, at any time, the Alcoholic Beverage License issued to the applicant by the State of California be surrendered pursuant to Rule 65 thereof, the Conditional Use Permit shall automatically become null and void.
9. That should the operation of this establishment be granted deeded, conveyed, transferred, or should a change in management or proprietorship occur at any time, this conditional use permit shall automatically become null and void.
10. That the applicant shall be required to apply for a new conditional use permit if any alteration, modification, or expansion which would increase the existing floor area of the premises by 10% or more.
11. That the permit may be subject to additional conditional after its original issuance. Such conditions shall be imposed by the City Planning Commission as deemed appropriate to address problems of land use compatibility, security, and crime control.
12. That the trash enclosure located at the rear of the property be completed as required by the Planning Department and the Building Department.
13. That a 6'-0" high block wall be constructed along the north property line (HPMC Section 8-3.06).
14. That the applicant and/or owner submit landscape and irrigation plans for the parking lot.

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- 1 15. That the applicant and owner are aware that the subject
2 parcel is part of a proposed redevelopment shopping center
3 project, which if the development agreement is approved,
4 will require the purchase of the subject parcel by the
5 Huntington Park Redevelopment Agency and or the developer.
- 6 16. That the applicant and/or owner agree in writing to the
7 above conditions.

8 SECTION 4: This resolution shall not become effective
9 until fifteen (15) days after the date of decision rendered by
10 the Planning Commission, unless within that period of time it
11 is appealed to the City Council. The decision of the Planning
12 Commission shall be stayed until final determination of the
13 appeal has been effected by the City Council.

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1 SECTION 5: The Secretary of the Planning Commission shall
2 certify to the adoption of this resolution and a copy thereof
3 shall be filed with the City Clerk.

4 PASSED, APPROVED, AND ADOPTED this 21st day of August
5 by the following vote:

6 AYES: Commissioners Coover, Thompson, Mears, Wanke, Watson

7 NOES: None

8 ABSENT: None

9 HUNTINGTON PARK PLANNING COMMISSION

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Chairman

11 ATTEST:

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13 Secretary

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ATTACHMENT “E”

RESOLUTION NO. 1530

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, GRANTING A CONDITIONAL USE PERMIT IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA

WHEREAS, a public hearing was held in the City Hall, 6550 Miles Avenue, Huntington Park, California, on Wednesday, April 7, 1993 at 7:30 p.m., pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code, upon the application from Sergio Castro and Jose Barron, requesting a conditional use permit for on-sale of general liquor in conjunction with the transfer of ownership of an existing cocktail lounge (Kitty Kat) in the Industrial Manufacturing (M-2) Zone on the following described property:

Assessor's Parcel No. 6309-007-007,
commonly known as 5728 Santa Fe Avenue,
Huntington Park, California, and

WHEREAS, all persons appearing for or against the granting of the conditional use permit review were given the opportunity to be heard in connection with said matter; and

WHEREAS, the Planning Commission has considered the environmental impact information relative to the proposed entitlement; and

WHEREAS, the Planning Commission is required to announce its findings and recommendations.

NOW, THEREFORE, THE PLANNING COMMISSION DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:

SECTION 1: The Planning Commission determines that the proposed conditional use permit will not have a significant effect on the environment and hereby adopts an Environmental Categorical Exemption.

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1 SECTION 2: The Planning Commission hereby makes the
2 following findings in connection with Conditional Use Permit
3 No. 1530:

4 (A) That the conditional use permit applied for is
5 authorized by the provisions of the Huntington Park
6 Municipal Code; and

7 (B) That the granting of such conditional use permit
8 will not adversely affect the established character of the
9 surrounding neighborhood or be injurious to the property
10 or improvements in such vicinity and zone in which the
11 property is located; and

12 (C) That the granting of such conditional use permit
13 will not adversely affect the Master or General Plan of
14 this City; and

15 (D) That the establishment, maintenance or conducting
16 of the use for which a conditional use permit is sought
17 will not, under the particular case, be detrimental to the
18 health, safety, morals, comfort, convenience or welfare of
19 persons residing or working in the neighborhood of such
20 use; and will not, under the circumstances of the
21 particular case, be detrimental to the public welfare or
22 injurious to the property or improvements in the
23 neighborhood.

24 SECTION 3: The Planning Commission hereby grants
25 Conditional Use Permit No. 1530 subject to the execution and
26 fulfillment of the following conditions:

- 27 1. That subject to department corrections and conditions, the
28 property shall be developed substantially in accordance
 with the plot plan submitted and marked Exhibit "D".
2. That the applicant shall comply with all applicable codes,
 laws, rules and regulations, including Health and Safety,
 Building, Fire, Sign, Zoning, and Business License Codes
 of the City of Huntington Park.

3. That the premises be kept in a clean, neat and orderly manner at all times and comply with the property maintenance standards as set forth in H.P.M.C. Sec. 8-9.02.1.
4. All mechanical equipment and appurtenances of any type whatsoever, whether located on roof top, ground level or anywhere on the building structure shall be completely enclosed so as not to be visible from any public street.
5. That this permit shall expire in the event the entitlement is not exercised within the (1) year from the date of approval or if there is a cessation of the use or uses authorized by this permit for a continuous period of six (6) months or more.
6. That any violation of the conditions of this conditional use permit may result in the revocation of this conditional use permit.
7. That should the operation of this establishment be granted, deeded, conveyed, transferred, or should a change in management or proprietorship occur at any time, this conditional use permit shall automatically become null and void.
8. That the applicant shall be required to apply for a new conditional use permit if any alteration, modification, or expansion would increase the existing floor area of the premises.
9. That should, at any time, the Alcoholic Beverage License issued to the applicant by the State of California be surrendered, then this conditional use permit shall automatically become null and void.
10. That the applicant submit plans to construct separate Men's and Women's restrooms and install a urinal in the Men's restroom per Health Code requirements not later than July 7, 1993.
11. That the applicant obtain City Council approval for Dance and Entertainment prior to conducting any dance and entertainment activities on the premises.
12. That this permit shall be subject to review for compliance with conditions of issuance at such intervals as the City Planning Commission shall deem appropriate, but that the first such review shall be within, but not later than, six (6) months after the issuance of the permit.
13. That this permit may be subject to additional conditions after its original issuance. Such conditions shall be imposed by the City Planning Commission as deemed appropriate to address problems of land use compatibility, security, crime control, or to promote the general welfare of the City.

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14. That the applicant replant and maintain landscape vegetation on the two eastern triangular planters not later than July 7, 1993.
15. That the applicant repaint all exterior walls one solid color which have graffiti and/or different colored painted sections not later than July 7, 1993.
16. That the applicant replace and/or repair all area lighting on the exterior of the building not later than July 7, 1993.
17. That the applicant submit plans to reconstruct the trash enclosure per City requirements so it can be made usable not later than May 7, 1993 and complete any required improvements not later than July 7, 1993.
18. The Director is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications shall achieve substantially the same results with said plans and conditions.
19. That the applicant and/or owner agree in writing to the above conditions.

SECTION 4: This resolution shall not become effective until 15 days after the date of decision rendered by the Planning Commission, unless within that period of time it is appealed to the City Council. The decision of the Planning Commission shall be stayed until final determination of the appeal has been effected by the City Council.

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1 SECTION 5: The Secretary of the Planning Commission shall
2 certify to the adoption of this resolution and a copy thereof
3 shall be filed with the City Clerk.

4 PASSED, APPROVED, AND ADOPTED this 7th day of April,
5 1993 by the following vote:

6 AYES: Commissioners Coover, Mears, Watson, Wanke, Thompson

7 NOES: None

8 ABSENT: None

9 HUNTINGTON PARK PLANNING COMMISSION
10 
11 Chairman

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13 ATTEST:

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15 Secretary
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ATTACHMENT “F”



City of
HUNTINGTON PARK california

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE, ROOM 145

HUNTINGTON PARK, CA 90255

February 14, 2000

Custodio Mendez
5728 Santa Fe Avenue
Huntington Park, CA 90255

RE: Transfer of Conditional Use Permit allowing the on-sale of general liquor in conjunction with a cocktail lounge at 5728 Santa Fe Avenue in the Industrial Manufacturing (M-2) Zone, and acceptance of conditions of approval for Resolution No. 1530.

Dear Applicant:

This is to advise you that the Planning Commission of the City of Huntington Park adopted Resolution No. 1530 approving a request for a Conditional Use Permit in connection with real property at 5728 Santa Fe Avenue, subject to the conditions contained therein.

The City requires that you accept the conditions of approval for the transfer of ownership of the use, and that you maintain the property in compliance with the conditions.

The City conducted an inspection of the subject property on February 8, 2000 and determined the following violations were noted:

Conditions of Approval : Conditions No. 3 & 14.

Other Code Violations : None.

In order to restore the subject property to legal compliance, the following corrective measure(s) is/are necessary: **Maintain premises in a neat, clean and orderly manner at all times; Maintain landscaping on property. It is also recommended that ladder at rear of building be secured.**

Please contact the Planning Department at (323) 584-6210 to provide evidence of compliance of violations and/or to schedule a follow-up inspection. You may come in to City Hall to complete your license application after evidence of compliance has been provided. Acknowledged receipt of the enclosed copy of the resolution will be required prior to completion of transfer. Please sign a return a copy of this letter.

Transfer of CUP No. 1530

February 14, 2000

Page 2

Sincerely,



Mariano Aguirre
Acting Associate Planner

I HAVE RECEIVED A COPY OF RESOLUTION NO. 1530 AND AGREE TO
COMPLY WITH ALL CONDITIONS THEREIN.

Signed



Date

2-14-2000

Ma3: transfer cup 1530

ATTACHMENT “G”

ATTACHMENT G

Huntington Park Police Department Call Log Report

Attachment will be presented on Monday 042020

ATTACHMENT “H”

**BEFORE THE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
OF THE STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Custodio Alascon MENDEZ

DBA: Kitty Kat

PREMISES: 5728 S Santa Fe Ave
Huntington Park, CA 90255

LICENSE(S): On Sale Beer & Wine Public Premises

File: 42-361408

Reg: 03056073

**ACCUSATION UNDER
ALCOHOLIC BEVERAGE
CONTROL ACT AND
STATE CONSTITUTION**

I hereby complain and accuse the above respondent(s), holding the above license(s), based on the following statement of facts:

COUNT 1.

On or about March 7, 2003, respondent-licensee(s) employed or permitted Roxana RIVERA under a commission, percentage, salary, or other profit-sharing plan, scheme or conspiracy, to solicit or encourage George CAMPANA to buy her a drink in the above-designated licensed premises, in violation of the Business and Professions Code Section 24200.5(b).

COUNT 2.

On or about March 7, 2003, respondent-licensee(s) employed or knowingly permitted Roxana RIVERA, to loiter in or about the above-designated licensed premises for the purpose of begging or soliciting patrons, customers or visitors to purchase alcoholic beverages for Roxana RIVERA in violation of Section 25657(b) of the Business and Professions Code.

COUNT 3.

On or about March 7, 2003, respondent-licensee(s) by his, agent, employee or servant, Cecilia LARIOS, paid Roxana RIVERA a percentage or commission on the sale of alcoholic beverages for procuring or encouraging such purchase or sale, in violation of Section 303 of the Penal Code.

COUNT 4.

On or about March 22, 2003, respondent-licensee(s) employed or permitted AKA: Irma under a commission, percentage, salary, or other profit-sharing plan, scheme or conspiracy, to solicit or encourage George CAMPANA to buy her a drink in the above-designated licensed premises, in violation of the Business and Professions Code Section 24200.5(b).

COUNT 5.

On or about March 22, 2003, respondent-licensee(s) employed or knowingly permitted AKA: Irma, to loiter in or about the above-designated licensed premises for the purpose of begging or soliciting patrons, customers or visitors to purchase alcoholic beverages for AKA: Irma in violation of Section 25657(b) of the Business and Professions Code.

COUNT 6.

On or about March 22, 2003, respondent-licensee(s) by his, agent, employee or servant, Veronica LUA, paid AKA: Irma a percentage or commission on the sale of alcoholic beverages for procuring or encouraging such purchase or sale, in violation of Section 303 of the Penal Code.

COUNT 7.

On or about April 4, 2003, respondent-licensee(s) employed or permitted Roxana RIVERA under a commission, percentage, salary, or other profit-sharing plan, scheme or conspiracy, to solicit or encourage George CAMPANA to buy her a drink in the above-designated licensed premises, in violation of the Business and Professions Code Section 24200.5(b).

COUNT 8.

On or about April 4, 2003, respondent-licensee(s) employed or knowingly permitted Roxana RIVERA, to loiter in or about the above-designated licensed premises for the purpose of begging or soliciting patrons, customers or visitors to purchase alcoholic beverages for Roxana RIVERA in violation of Section 25657(b) of the Business and Professions Code.

COUNT 9.

On or about April 4, 2003, respondent-licensee(s) by his, agent, employee or servant, Veronica LUA, paid Roxana RIVERA a percentage or commission on the sale of alcoholic beverages for procuring or encouraging such purchase or sale, in violation of Section 303 of the Penal Code.

COUNT 10.

On or about April 11, 2003, and in said premises, respondent(s)-licensee(s), by its employee, agent or servant, Maria Juana SOLANO, sold, furnished or gave, or caused to be sold, furnished or given away, an alcoholic beverage, to-wit: beer, to Clemente Rangel NUNEZ, a person who was obviously intoxicated, in violation of Section 25602(a) of the Business and Professions Code.

COUNT 11.

On or about April 11, 2003, respondent-licensee(s) employed or permitted Roxana RIVERA under a commission, percentage, salary, or other profit-sharing plan, scheme or conspiracy, to solicit or encourage George CAMPANA to buy her a drink in the above-designated licensed premises, in violation of the Business and Professions Code Section 24200.5(b).

COUNT 12.

On or about April 11, 2003, respondent-licensee(s) employed or knowingly permitted Roxana RIVERA, to loiter in or about the above-designated licensed premises for the purpose of begging or soliciting patrons, customers or visitors to purchase alcoholic beverages for Roxana RIVERA in violation of Section 25657(b) of the Business and Professions Code.

COUNT 13.

On or about April 11, 2003, respondent-licensee(s) by his, agent, employee or servant, Veronica LUA, paid Roxana RIVERA a percentage or commission on the sale of alcoholic beverages for procuring or encouraging such purchase or sale, in violation of Section 303 of the Penal Code.

COUNT 14.

On or about April 11, 2003, respondent-licensee(s) by his, agent, employee or servant, Cecilia LARIOS, paid Roxana RIVERA a percentage or commission on the sale of alcoholic beverages for procuring or encouraging such purchase or sale, in violation of Section 303 of the Penal Code.

COUNT 15.

On or about April 11, 2003, respondent-licensee(s) by his, agent, employee or servant, Socoro MENDEZ, paid Roxana RIVERA a percentage or commission on the sale of alcoholic beverages for procuring or encouraging such purchase or sale, in violation of Section 303 of the Penal Code.

Licensee(s) Previous Record: Licensed as above since January 26, 2000, with no record of disciplinary action.

(1) That by reason of the foregoing facts, grounds for suspension or revocation of such license(s) exist and the continuance of such license(s) would be contrary to public welfare and morals, as set forth in Article XX, Section 22, State Constitution, and Section(s) 24200 (a) and (b) of the Business and Professions Code;

WHEREFORE, I recommend that a hearing be held on this accusation.

Dated this _____ day of _____ 20____.

District Administrator
Department of Alcoholic Beverage Control

Reviewed:

Pursuant to Government Code Section 11507.6 discovery is requested to be provided to: Dept. of Alcoholic Beverage Control, 17215 Studebaker Road, Suite 390, Cerritos, CA 90703 (562) 402-0659.

STATEMENT TO RESPONDENT(S)

Unless a written request for a hearing, signed by you, or on your behalf, is delivered, or mailed, to the Department of Alcoholic Beverage Control within fifteen (15) days after the foregoing accusation was personally served on you or mailed to you, the Department of Alcoholic Beverage Control may proceed upon the accusation without a hearing to take action thereon as provided by law. The request for a hearing may be made by delivering or mailing the enclosed form entitled: "Notice of Defense", or by delivering or mailing a Notice of Defense to the Department of Alcoholic Beverage Control, 3810 Rosin Court, Suite 150, Sacramento, California 95834, as provided by Section 11506 of the Government Code. The "Notice of Defense" forwarded herewith, if signed and returned to the Department of Alcoholic Beverage Control, shall be deemed a specific denial of all parts of the accusation, but you will not be permitted to raise any objection to the form of the accusation, unless you file a further Notice of Defense as provided, in Section 11506 of the Government Code within said 15 days after service of said accusation upon you. At any or all stages of these proceedings, you have the right to be represented by counsel at your own expense or to represent yourself without legal counsel. You are not entitled to the appointment of an attorney to represent you.

The hearing may be postponed for good cause. If you have good cause, you are obliged to notify this agency within 10 working days after you discover the good cause. Failure to notify this agency within 10 days will deprive you of a postponement.

ATTACHMENT “I”

BEFORE THE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
OF THE STATE OF CALIFORNIA

In the Matter of the Accusation Against:

Custodio Alascon MENDEZ

DBA: Kitty Kat Bar

PREMISES: 5728 S. Santa Fe Ave.
Huntington Park, CA 90255

LICENSE(S): On-Sale Beer and Wine Public Premises

File: 42-361408

Reg: 100729 89

ACCUSATION UNDER
ALCOHOLIC BEVERAGE
CONTROL ACT AND
STATE CONSTITUTION

I hereby complain and accuse the above respondent(s), holding the above license(s), based on the following statement of facts:

COUNT 1

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about November 12, 2009, respondent-licensee's agent or employee, Gina ARANDA, permitted a Hispanic female only known to the Department as "Catalina", to solicit or encourage others, directly or indirectly, to buy her drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy, in violation of Business and Professions Code Section 24200.5(b).

COUNT 2

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about November 12, 2009, respondent-licensee employed or knowingly permitted a Hispanic female only known to the Department as "Catalina," to loiter in or about said premises for the purpose of begging or soliciting patrons or customers in such premises to purchase alcoholic beverages for her, in violation of Business and Professions Code Section 25657(b).

COUNT 3

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about November 12, 2009, respondent-licensee's agent or employee, Elizabeth CANCHOLA, permitted a Hispanic female only known to the Department as "Catalina", to solicit or encourage others, directly or indirectly, to buy her drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy, in violation of Business and Professions Code Section 24200.5(b).

COUNT 4

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about November 19, 2009, respondent-licensee's agent or employee, Gina ARANDA, permitted a Hispanic female only known to the Department as "Estrella", to solicit or encourage others, directly or indirectly, to buy her drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy, in violation of Business and Professions Code Section 24200.5(b).

COUNT 5

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about January 7, 2010, respondent-licensee's agent or employee Claudia Lizeth Melara LINARES, permitted Angelica ALVAREZ to solicit or encourage others, directly or indirectly, to buy her drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy, in violation of Business and Professions Code Section 24200.5(b).

COUNT 6

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about January 7, 2010, respondent-licensee employed upon the licensed on-sale premises Angelica ALVAREZ, for the purpose of procuring or encouraging the purchase or sale of alcoholic beverage, or paid such person a percentage or commission for procuring or encouraging the purchase or sale of alcoholic beverages on the premises, in violation of Business and Professions Code Section 25657(a).

COUNT 7

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about January 7, 2010, respondent-licensee employed or knowingly permitted Angelica ALVAREZ, to loiter in or about said premises for the purpose of begging or soliciting patrons or customers in such premises to purchase alcoholic beverages for her, in violation of Business and Professions Code Section 25657(b).


Licensee(s) Previous Record: Licensed as above since January 26, 2000, with the following record of disciplinary action:

| Date: | Violation: | Penalty: | Reg No: |
|----------|---|---|----------|
| 03/07/03 | 24200 (a&b) BP 24200.5(b) BP 25657(b) BP 303 PC 25602(a) BP | 20 day suspension with revocation stayed for 3 years. | 03056073 |

(1) That by reason of the foregoing facts, grounds for suspension or revocation of such license(s) exist and the continuance of such license(s) would be contrary to public welfare and morals, as set forth in Article XX, Section 22, State Constitution, and Section(s) 24200 (a) and (b) of the Business and Professions Code;

WHEREFORE, I recommend that a hearing be held on this accusation.

Dated this 10th day of March 2010.


District Administrator
Department of Alcoholic Beverage Control

Reviewed:

Pursuant to Government Code Section 11507.6 discovery is requested to be provided to: Dept. of Alcoholic Beverage Control, 12750 Center Court Drive, Suite 700, Cerritos, CA 90703 (562) 402-0659.

STATEMENT TO RESPONDENT(S)

Unless a written request for a hearing, signed by you, or on your behalf, is delivered, or mailed, to the Department of Alcoholic Beverage Control within fifteen (15) days after the foregoing accusation was personally served on you or mailed to you, the Department of Alcoholic Beverage Control may proceed upon the accusation without a hearing to take action thereon as provided by law. The request for a hearing may be made by delivering or mailing the enclosed form entitled: "Notice of Defense", or by delivering or mailing a Notice of Defense to the Department of Alcoholic Beverage Control, 3927 Lennane Drive, Suite 100, Sacramento, California 95834, as provided by Section 11506 of the Government Code. The "Notice of Defense" forwarded herewith, if signed and returned to the Department of Alcoholic Beverage Control, shall be deemed a specific denial of all parts of the accusation, but you will not be permitted to raise any objection to the form of the accusation, unless you file a further Notice of Defense as provided, in Section 11506 of the Government Code within said 15 days after service of said accusation upon you. At any or all stages of these proceedings, you have the right to be represented by counsel at your own expense or to represent yourself without legal counsel. You are not entitled to the appointment of an attorney to represent you. The hearing may be postponed for good cause. If you have good cause, you are obliged to notify this agency within 10 working days after you discover the good cause. Failure to notify this agency within 10 days will deprive you of a postponement.

ATTACHMENT “J”

BEFORE THE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
OF THE STATE OF CALIFORNIA

In the Matter of the Accusation Against:

CUSTODIO ALASCON MENDEZ

DBA: KITTY KAT BAR

PREMISES: 5728 S SANTA FE AVE
HUNTINGTON PARK, CA 90255

LICENSE(S): On-Sale Beer And Wine - Public Premises

File: 42-361408

Reg: 19088767

**ACCUSATION UNDER
ALCOHOLIC BEVERAGE
CONTROL ACT AND
STATE CONSTITUTION**

I hereby complain and accuse the above respondent(s), holding the above license(s), based on the following statement of facts:

COUNT 1

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about July 12, 2018, respondent-licensee's agent or employee permitted "Saira" to solicit or encourage others, directly or indirectly, to buy her drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy, in violation of Business and Professions Code Section 24200.5(b).

COUNT 2

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about July 12, 2018, respondent-licensee(s) employed or knowingly permitted "Saira" to loiter in or about said premises for the purpose of begging or soliciting patrons or customers in such premises to purchase alcoholic beverages for her, in violation of Business and Professions Code Section 25657(b).

COUNT 3

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about July 26, 2018, respondent-licensee's agent or employee, "Socorro," permitted "Mari" to solicit or encourage others, directly or indirectly, to buy her drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy, in violation of Business and Professions Code Section 24200.5(b).

COUNT 4

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about July 26, 2018, respondent-licensee(s) employed or knowingly permitted "Mari" to loiter in or about said premises for the purpose of begging or soliciting patrons or customers in such premises to purchase alcoholic beverages for her, in violation of Business and Professions Code Section 25657(b).

COUNT 5

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 13, 2018, respondent-licensee's agent or employee, Keila J. Valdivieso Gomez permitted Jesus Esfeide Armenta Noriega to solicit or encourage others, directly or indirectly, to buy her drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy, in violation of Business and Professions Code Section 24200.5(b).

COUNT 6

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 13, 2018, respondent-licensee(s) employed upon the licensed on-sale premises, Jesus Esfeide Armenta Noriega, for the purpose of procuring or encouraging the purchase or sale of alcoholic beverages, or paid such person a percentage or commission for procuring or encouraging the purchase or sale of alcoholic beverages on the premises, in violation of Business and Professions Code Section 25657(a).

COUNT 7

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 13, 2018, respondent-licensee(s) employed or knowingly permitted Jesus Esfeide Armenta Noriega to loiter in or about said premises for the purpose of begging or soliciting patrons or customers in such premises to purchase alcoholic beverages for her, in violation of Business and Professions Code Section 25657(b).

COUNT 8

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 13, 2018, respondent-licensee's agent or employee, Keila J. Valdivieso Gomez, permitted Jesus Esfeide Armenta Noriega, an employee, to solicit upon the licensed premises, the purchase or sale of a drink intended for her consumption, in violation of California Code of Regulations, Title 4, Division 1, Section 143.

COUNT 9

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 13, 2018, respondent-licensee's agent or employee, Keila J. Valdivieso Gomez permitted "Kari" to solicit or encourage others, directly or indirectly, to buy her drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy, in violation of Business and Professions Code Section 24200.5(b).

COUNT 10

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 13, 2018, respondent-licensee(s) employed upon the licensed on-sale premises, "Kari," for the purpose of procuring or encouraging the purchase or sale of alcoholic beverages, or paid such person a percentage or commission for procuring or encouraging the purchase or sale of alcoholic beverages on the premises, in violation of Business and Professions Code Section 25657(a).

COUNT 11

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 13, 2018, respondent-licensee(s) employed or knowingly permitted "Kari" to loiter in or about said premises for the purpose of begging or soliciting patrons or customers in such premises to purchase alcoholic beverages for her, in violation of Business and Professions Code Section 25657(b).

COUNT 12

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 13, 2018, respondent-licensee's agent or employee, Keila J. Valdivieso Gomez, permitted "Kari," an employee, to solicit upon the licensed premises, the purchase or sale of a drink intended for her consumption, in violation of California Code of Regulations, Title 4, Division 1, Section 143.

COUNT 13

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 20, 2018, respondent-licensee's agent or employee, Keila J. Valdivieso Gomez permitted Jesus Esfeide Armenta Noriega to solicit or encourage others, directly or indirectly, to buy her drinks in the licensed premises under a commission, percentage, salary or other profit-sharing plan, scheme or conspiracy, in violation of Business and Professions Code Section 24200.5(b).

COUNT 14

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 20, 2018, respondent-licensee(s) employed upon the licensed on-sale premises, Jesus Esfeide Armenta Noriega, for the purpose of procuring or encouraging the purchase or sale of alcoholic beverages, or paid such person a percentage or commission for procuring or encouraging the purchase or sale of alcoholic beverages on the premises, in violation of Business and Professions Code Section 25657(a).

COUNT 15

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 20, 2018, respondent-licensee(s) employed or knowingly permitted Jesus Esfeide Armenta Noriega to loiter in or about said premises for the purpose of begging or soliciting patrons or customers in such premises to purchase alcoholic beverages for her, in violation of Business and Professions Code Section 25657(b).

COUNT 16

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 20, 2018, respondent-licensee's agent or employee, Keila J. Valdivieso Gomez, permitted Jesus Esfeide Armenta Noriega, an employee, to solicit upon the licensed premises, the purchase or sale of a drink intended for her consumption, in violation of California Code of Regulations, Title 4, Division 1, Section 143.

COUNT 17

By reason of the following facts, there is cause for suspension or revocation of the license(s), in accordance with Section 24200 and Sections 24200(a) and (b) of the Business and Professions Code. It is further alleged that the continuance of the license would be contrary to public welfare and/or morals as set forth in Article XX, Section 22 of the California State Constitution and Sections 24200(a) and (b) of the Business and Professions Code. The facts which constitute the basis for the suspension or revocation by the Department are as follows:

On or about September 20, 2018 respondent-licensee(s) possessed upon the premises, distilled spirits, to-wit: rum, for which a license had not been issued, in violation of Business and Professions Code Section 25607(a).

For purposes of imposition of penalty, if any arising from this accusation, it is further alleged the respondent-licensee(s) has/have suffered the following disciplinary history:

| Viol Date | Violation | Reg. Date | Reg. Number | Penalty |
|------------|--|------------|-------------|--|
| 03/07/2010 | 25657(b), 24200(a&b), 24200.5(b), 25657(a) | 04/30/2010 | 10072989 | Revocation, with revocation stayed for 3 years and a 30-day suspension |
| 03/06/2007 | 25602(a), 24200.5(b), 25657(b), PC 303, 24200(a&b) | 10/22/2003 | 03056073 | Revocation, with revocation stayed for 3 years and a 20-day suspension |

Licensee(s) Previous Record: Licensed as above since January 26, 2000.

WHEREFORE, I recommend that a hearing be held on this accusation.

Dated this _____ day of _____ 20____.

Attorney
Department of Alcoholic Beverage Control

ATTACHMENT “K”



CITY OF HUNTINGTON PARK

NOTICE OF REVOCATION HEARING

November 4, 2019

VIA U.S. MAIL

Alice M. Michelson Trust
[REDACTED]

Kitty Kat Bar
Attn: Mr. Custodio Mendez
[REDACTED]

**RE: Notice of Revocation Hearing –
Conditional Use Permit Case No. 1530
5728 Santa Fe Avenue, Huntington Park, CA 90255**

Dear Alice M. Michaelson Trust/Mr. Mendez:

The City of Huntington Park ("City") has obtained evidence and information that support revocation of Conditional Use Permit with Case Number 1530 for the property located at 5728 Santa Fe Avenue pursuant to Huntington Park Municipal Code ("HPMC") section 9-2.1112. The City's Planning Commission will conduct a Revocation Hearing related to the above-referenced Conditional Use Permit at the date, time and location provided below.

This correspondence will serve as your notice of the Revocation Hearing pursuant to HPMC section 9-2.1112 regarding the revocation of the above-referenced Conditional Use Permit for property located at 5728 Santa Fe Avenue.

PLACE: Huntington Park Civic Center
City Council Chambers on 2nd Floor
6550 Miles Avenue
Huntington Park, CA 90255

DATE & TIME: Wednesday, November 20, 2019 at 6:30 p.m.

APPLICANT: City of Huntington Park

REQUEST: **CASE NO. 1530R CUP – CONDITIONAL USE PERMIT – A REQUEST TO CONSIDER THE REVOCATION OF CONDITIONAL USE PERMIT NO. 1530 WHICH ALLOWED FOR THE ON-SALE OF GENERAL LIQUOR IN CONJUNCTION WITH A COCKTAIL LOUNGE ON PROPERTY LOCATED AT 5728 SANTA FE AVENUE, WITHIN THE MANUFACTURING PLANNED DEVELOPMENT (MPD) ZONE.**

**PROPERTY
INVOLVED:**

5728 Santa Fe Avenue, Huntington Park, CA 90255

**REVIEW OF
THE FILE:**

If you have concerns, questions, or wish to review or comment on the foregoing items, then contact the City's Planning Division at (323) 584-6210 or visit the office located at 6550 Miles Avenue, during the hours of 7:00 a.m. to 5:30 p.m., Monday through Thursday.

Should you challenge the revocation of the above-referenced Conditional Use Permit in a court of law, you may be limited to raising only those issues raised as part of the Revocation Hearing, including written correspondence delivered to the Community Development Department at or prior to the Revocation Hearing.

Additionally, be advised that the Revocation hearing may be continued, adjourned or cancelled and rescheduled to a stated time and place without further notice.

Should you have any questions, please feel free to contact me at (323) 584-6250 or via email at cluis@hpca.gov.

Sincerely,

CITY OF HUNTINGTON PARK



Carlos Luis
Senior Planner

cc: Director of Community Development



CITY OF HUNTINGTON PARK

Human Resources Department
City Council Agenda Report

April 21, 2020

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (HPGEA)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Memorandum of Understanding (MOU) between the City of Huntington Park and the Huntington Park General Employees' Association (HPGEA) for the period January 1, 2019 through June 30, 2024

BACKGROUND

Following months of negotiations between the City and HPGEA negotiating teams, a tentative agreement has been reached with ratification by HPGEA members. If approved by the City Council, the proposed Memorandum of Understanding will be effective retroactively to January 1, 2019 and be in effect through June 30, 2024.

Upon adoption, provisions outlined in the MOU, including changes to wages, benefits and other terms and conditions of employment for unit employees represented by the General Employees' Association will be implemented.

The following summarizes the Proposed HPGEA MOU.

1. Term: Five and One-Half (5 ½) Year Contract – January 1, 2019 through June 30, 2024.
2. Cost of Living Adjustments: ARTICLE TWO, Section I (A through E) –
 - January 1, 2019 – 3%
 - January 1, 2020 – 3%
 - January 1, 2021 – 3%
 - January 1, 2022 – 3%
 - January 1, 2023 – 2%

CONSIDERATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (HPGEA)

April 21, 2020

Page 2 of 3

3. Longevity Pay: ARTICLE TWO, Section XIV (B 1 and 2) – Effective January 1, 2019, 20-year longevity increases from \$225 per month to \$300 per month; 25-year longevity increases from \$450 per month to \$600 per month.
4. Bilingual Program: ARTICLE TWO, Section XV (B, C, and D) – Effective January 1, 2019, those classifications considered eligible for this special pay will receive an increase from \$175.00 per month to \$225 per month. Those employees in ineligible classifications will continue receiving \$175.00 per month for the duration of this MOU.
5. Official Paid Holidays for Unit Employees: ARTICLE FIVE, Section I (B) – Christmas Eve (December 24) is added as an official paid holiday.
6. Call Back Pay: ARTICLE THREE, Section IX (B and C) – Employees will receive a minimum of three (3) hours overtime pay at one and one-half (1.5) times their regular rate of pay.
7. Employee Required to Work an Official Holiday: ARTICLE FIVE, Section I (G) – Employees required to work New Year's Day, 4th of July, Thanksgiving Day and Christmas Day will be paid at one and one-half (1.5) times their regular rate of pay.
8. Retiree Health Insurance: ARTICLE FOUR, Section IV (C) – Employees hired after the ratification of this MOU will no longer be eligible for retiree medical benefits beyond the minimum allowed by CalPERS.
9. Jury Duty: ARTICLE FIVE, Section IX (A) – Language changed to “employee may be absent from duty with full pay for the entire day” for up to eighty (80) hours in a calendar year.
10. Clean Up Language: The MOU has been modified with other agreed upon language changes.

FISCAL IMPACT/FINANCING

Approving the Memorandum of Understanding with the Huntington Park General Employees' Association will require an additional budget appropriation of \$219,500 to cover the expenditures related to the payroll increase and related benefit increases for FY 2019-2020.

CONSIDERATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (HPGEA)

April 21, 2020

Page 3 of 3

CONCLUSION

Upon approval by City Council, a fully executed Memorandum of Understanding will be forwarded to the General Employees' Association and the Finance Department will appropriate an additional amount of \$219,500 in the City's FY 2019-2020 Budget to cover the salary and benefit increases.

Respectfully submitted,



RICARDO REYES
City Manager



Nita McKay
Director of Finance & Administrative Services

ATTACHMENT(S)

- A. Proposed Memorandum of Understanding (MOU) with the General Employees' Association (HPGEA).

Attachment “A”

TABLE OF CONTENTS

| | |
|--|-------------------------------------|
| ARTICLE ONE: EMPLOYEE AND EMPLOYER RIGHTS..... | 1 |
| I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING | 1 |
| II. RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES | 1 |
| III. BARGAINING UNIT CHANGES..... | 1 |
| IV. CERTIFICATION OF REPRESENTATIVES (HPGEA) – BONAFIDE UNDER FLSA..... | 2 |
| A. HPGEA AS CERTIFIED | 2 |
| B. NOTICE | 2 |
| V. NONDISCRIMINATION | 2 |
| A. POLICY | 2 |
| B. ASSOCIATION AGREES NOT TO DISCRIMINATE..... | 2 |
| VI. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS..... | 3 |
| VII. AGENCY SHOP..... | ERROR! BOOKMARK NOT DEFINED. |
| A. AFSCME PEOPLE DEDUCTION..... | 3 |
| B. MAINTENANCE OF MEMBERSHIP | 3 |
| C. EMPLOYEE RELATIONS CONFIDENTIAL..... | 5 |
| D. CONSCIENTIOUS OBJECTIONS TO AGENCY SHOP | 5 |
| E. FINANCIAL REPORTING REQUIREMENTS OF THE ASSOCIATION | 5 |
| F. INDEMNIFICATION | 5 |
| VIII. DUES/INSURANCE CHECK-OFF | ERROR! BOOKMARK NOT DEFINED. |
| IX. USE OF CITY FACILITIES | 6 |
| X. USE OF BULLETIN BOARDS..... | 6 |
| XI. ELECTRONIC COMMUNICATIONS | 7 |
| XII. RIGHTS..... | 7 |
| A. EMPLOYEE RIGHTS | 7 |
| B. MANAGEMENT RIGHTS AND RESPONSIBILITIES | 7 |
| C. IMPACT ON MANAGEMENT RIGHTS..... | 9 |
| XIII. PAID TIME OFF FOR HPGEA REPRESENTATIVES..... | 10 |
| A. RELEASE TIME..... | 10 |
| B. LIMITATIONS | 10 |
| ARTICLE TWO: SALARIES AND COMPENSATION | 11 |
| I. SALARIES | ERROR! BOOKMARK NOT DEFINED. |
| A. SALARY ADJUSTMENTS – JANUARY 2016 | ERROR! BOOKMARK NOT DEFINED. |
| B. SALARY ADJUSTMENTS – JANUARY 2017 | ERROR! BOOKMARK NOT DEFINED. |
| C. SALARY ADJUSTMENTS – JANUARY 2018 | ERROR! BOOKMARK NOT DEFINED. |
| D. COLA IN LIEU LEAVE ELIMINATED..... | ERROR! BOOKMARK NOT DEFINED. |
| II. CITY WILL UNDERTAKE CLASSIFICATION STUDY..... | 11 |
| III. CITY’S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY | |
| ERROR! BOOKMARK NOT DEFINED. | |

TABLE OF CONTENTS

| | |
|---|------------------------------|
| IV. FIVE STEP SALARY SCHEDULE | 12 |
| V. STEP INCREASES – BASED ON MERIT | 12 |
| A. NOT AUTOMATIC | 12 |
| B. BASED ON MERIT | 12 |
| VI. PROBATIONARY PERIOD | 13 |
| A. LENGTH OF PROBATIONARY PERIOD | 13 |
| B. “AT WILL” STATUS | 13 |
| C. PROMOTIONS | 13 |
| VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION | 13 |
| A. REDUCTION OF UNIT SALARY RANGE | 13 |
| B. INCREASE OF SALARY RANGE OR CLASSIFICATION | 13 |
| C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE | 14 |
| D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE | 14 |
| VIII. ANNIVERSARY DATE | 14 |
| A. DATE OF INITIAL HIRE | 14 |
| B. LIMITATIONS | 14 |
| IX. EQUIVALENT BI-WEEKLY, MONTHLY AND ANNUAL RATE | 15 |
| X. FREQUENCY OF PAYCHECK ISSUANCE | 15 |
| XI. PAYROLL WITHHOLDING CHANGES | 15 |
| XII. VOLUNTARY 457 DEFERRED COMPENSATION PLAN | 15 |
| A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN | 15 |
| B. PLAN DOCUMENTS AND RULES | 15 |
| C. CHANGING YOUR CONTRIBUTION | 15 |
| D. LIMITATIONS | 16 |
| XIII. ACTING PAY | 16 |
| A. ELIGIBILITY | 16 |
| B. COMPENSATION | 16 |
| C. LIMITATIONS | 17 |
| XIV. LONGEVITY PAY | 17 |
| A. PURPOSE | 17 |
| B. COMPENSATION | 17 |
| XV. BILINGUAL PROGRAM | 18 |
| A. PURPOSE | 18 |
| B. QUALIFICATION | 18 |
| C. DESIGNATED ELIGIBLE CLASSIFICATIONS | 18 |
| D. COMPENSATION | 19 |
| XVI. SHORTHAND SKILL ASSIGNMENT PAY. ERROR! BOOKMARK NOT DEFINED. | |
| A. PURPOSE | ERROR! BOOKMARK NOT DEFINED. |
| B. QUALIFICATION | ERROR! BOOKMARK NOT DEFINED. |
| C. COMPENSATION | ERROR! BOOKMARK NOT DEFINED. |
| XVII. NIGHT SHIFT DIFFERENTIAL PAY | 20 |

TABLE OF CONTENTS

| | |
|---|-----------|
| A. PURPOSE | 20 |
| B. COMPENSATION..... | 20 |
| C. LIMITATIONS | 20 |
| XVIII. MINUTE CLERKS | 20 |
| XIX. TEMPORARY ASSIGNMENTS | 21 |
| ARTICLE THREE: WORK PERIODS, SCHEDULES AND OVERTIME..... | 22 |
| I. WORK PERIODS..... | 22 |
| A. SEVEN (7) DAY WORK WEEK | 22 |
| B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ENDING | 22 |
| C. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES ON THE 9/80 WORK SCHEDULE, BEGINNING/ENDING | 22 |
| II. WORK SCHEDULES..... | 22 |
| A. CITY WORK SCHEDULES..... | 22 |
| B. CITY HALL - 4/10 WORK SCHEDULE..... | 23 |
| C. PUBLIC WORKS DEPARTMENT – 9/80 WORK SCHEDULE..... | 23 |
| III. CHANGING OF WORK SCHEDULES | 23 |
| IV. PUNCTUALITY/TARDINESS | 23 |
| A. POLICY | 23 |
| B. NO PAY FOR TARDINESS | 24 |
| C. NO USE OF SICK LEAVE TIME BENEFITS | 24 |
| D. DISCIPLINARY ACTION | 24 |
| V. OVERTIME | 24 |
| A. POLICY | 24 |
| B. DEFINITION AND ELIGIBILITY..... | 24 |
| C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME | 24 |
| D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE | 25 |
| E. REGULAR DAY OFF WORKED | 25 |
| F. REGULAR HOURLY RATE OF COMPENSATION..... | 25 |
| G. 9/80 WORK SCHEDULE TIME WORKED | 25 |
| H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME..... | 25 |
| VI. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME..... | 26 |
| A. ADVANCED APPROVAL..... | 26 |
| B. ONE DAY TRAVEL TRIPS | 26 |
| C. OVERNIGHT TRIPS..... | 26 |
| VII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES | 27 |
| A. BREAK-REST PERIOD DEFINED | 27 |
| B. BREAK-REST PERIOD SCHEDULING..... | 27 |
| C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION | 27 |
| D. LIMITATIONS | 27 |
| VIII. MEAL TIME-UNPAID/NON-WORK TIME..... | 28 |
| A. MEAL TIME SCHEDULING..... | 28 |
| B. MEAL TIME ONE-HALF (½) HOUR DURATION | 28 |

TABLE OF CONTENTS

| | |
|---|-----------|
| C. LIMITATIONS | 28 |
| IX. CALL BACK PAY (UNSCHEDULED) | 28 |
| A. PURPOSE | 28 |
| B. COMPENSATION..... | 28 |
| C. LIMITATIONS | 29 |
| X. STAND-BY ASSIGNMENT PAY | 29 |
| A. PURPOSE | 29 |
| B. COMPENSATION..... | 30 |
| C. INFORM DEPARTMENT HEADS..... | 30 |
| D. LIMITATIONS | 30 |
| E. NOT ELIGIBLE FOR STAND-BY PAY | 31 |
| XI. ASSIGNMENT OF OVERTIME..... | 31 |
| XII. COMPENSATORY TIME..... | 31 |
| A. ELIGIBILITY | 31 |
| B. ACCUMULATION OF COMPENSATORY TIME BANK..... | 31 |
| C. SCHEDULING AND USE OF COMPENSATORY TIME | 32 |
| D. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE..... | 32 |
| XIII. TIME CLOCKS | 32 |
| ARTICLE FOUR: SUPPLEMENTAL BENEFITS..... | 33 |
| I. RETIREMENT | 33 |
| A. CALPERS RETIREMENT BENEFITS | 33 |
| B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES | 34 |
| C. ESTABLISHMENT OF THREE-TIER RETIREMENT FORMULA FOR MISCELLANEOUS EMPLOYEES | 35 |
| D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT | 36 |
| II. NON-SWORN – PARS “0.5% STACK” EFFECTIVE JULY 1, 2010..... | 36 |
| A. NEW ADDITIONAL RETIREMENT BENEFIT | 36 |
| B. NON-SWORN UNIT EMPLOYEE PAYMENT SHARE | 36 |
| C. ELIGIBILITY | 37 |
| D. LIMITATIONS | 37 |
| III. HEALTH INSURANCE | 37 |
| A. HEALTH INSURANCE – CALPERS MEDICAL PLANS | 37 |
| B. HEALTH INSURANCE – CITY CONTRIBUTION | 37 |
| IV. RETIREE HEALTH INSURANCE | 38 |
| A. ELIGIBILITY | 38 |
| B. RETIRED HEALTH INSURANCE BENEFIT..... | 38 |
| C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED. | 38 |
| V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON- PERSABLE) | 39 |
| A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT | 39 |
| B. PROOF OF COVERAGE/WAIVE CITY LIABILITY | 39 |
| C. OPT-OUT CASH VALUE (NON-PERSABLE)..... | 39 |

TABLE OF CONTENTS

| | |
|---|-----------|
| VI. DENTAL INSURANCE | 40 |
| A. BENEFITS – DELTA CARE/PMI PLAN | 40 |
| B. LIMITATIONS – DELTA PREFERRED OPTION PLAN | 40 |
| C. DENTAL INSURANCE BENEFITS – LIMITATIONS | 40 |
| VII. LIFE INSURANCE | 40 |
| A. BENEFIT | 40 |
| B. LIMITATION | 40 |
| VIII. VISION CARE INSURANCE..... | 41 |
| A. BENEFIT | 41 |
| IX. LONG TERM DISABILITY INSURANCE..... | 41 |
| A. PURPOSE | 41 |
| B. BENEFIT | 41 |
| C. LIMITATIONS | 42 |
| X. CITY RIGHTS – CONTENT AND CONTRACTOR | 42 |
| A. INSURANCE/EMPLOYEE BENEFIT PLANS | 42 |
| B. MEET AND CONFER WITH HPGEA | 42 |
| XI. UNIFORMS PROVIDED | 42 |
| A. POLICY | 42 |
| B. REIMBURSEMENT FOR UNIFORM DAMAGE | 43 |
| XII. UNIFORM ALLOWANCE | 43 |
| A. PURPOSE | 43 |
| B. NEW EMPLOYEES | 43 |
| C. UNIFORM ALLOWANCE REIMBURSEMENT (NON-PERSABLE) | 43 |
| D. ELIGIBILITY | 44 |
| XIII. BOOT ALLOWANCE..... | 44 |
| A. REGULAR OR STEEL-TOE BOOTS ALLOWANCE | 44 |
| B. ALLOWANCE (NON PERSABLE) | 44 |
| XIV. TOOL ALLOWANCE | 45 |
| A. PURPOSE | 45 |
| B. ELIGIBLE DESIGNATED CLASSES | 45 |
| C. ALLOWANCE (NON PERSABLE) | 45 |
| XV. SAFETY GLASSES | 45 |
| A. REQUIRED TO WEAR SAFETY GLASSES | 45 |
| XVI. TUITION REIMBURSEMENT PROGRAM..... | 45 |
| A. PURPOSE | 45 |
| B. ANNUAL REIMBURSEMENT | 46 |
| C. REQUIREMENTS | 46 |
| XVII. FITNESS FACILITY | 46 |
| XVIII. COFFEE SUPPLIES..... | 46 |
| ARTICLE FIVE: LEAVE POLICIES | 47 |

TABLE OF CONTENTS

| | |
|---|-----------|
| I. HOLIDAYS..... | 47 |
| A. ANNUAL HOLIDAY LEAVE | 47 |
| B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES..... | 47 |
| C. USE OF HOLIDAY LEAVE..... | 48 |
| D. UNUSED HOLIDAY LEAVE..... | 48 |
| E. OFFICIAL HOLIDAYS OCCURRING ON FRIDAY OR SATURDAY | 48 |
| F. OFFICIAL HOLIDAYS OCCURRING ON SCHEDULED DAY OFF | 48 |
| G. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY..... | 48 |
| H. HOLIDAYS OCCURRING DURING VACATION PERIOD | 48 |
| I. HOLIDAYS AND SICK LEAVE USE | 48 |
| J. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION | 49 |
| K. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE | 49 |
| II. VACATION LEAVE | 50 |
| A. VACATION LEAVE ACCRUAL | 50 |
| B. VACATION LEAVE EARNED | 50 |
| C. APPROVAL OF VACATION LEAVE REQUESTS..... | 50 |
| D. NO VACATION TAKEN PRIOR TO ACCRUED..... | 51 |
| E. LIMITATIONS ON VACATION LEAVE | 51 |
| F. PAYMENT ON TERMINATION, LAYOFF, OR DEATH..... | 51 |
| G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION | 51 |
| III. SICK LEAVE..... | 52 |
| A. PURPOSE OF SICK LEAVE..... | 52 |
| B. SICK LEAVE ACCRUAL RATE..... | 52 |
| C. FIFTY PERCENT (50%) CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE..... | 52 |
| D. USE OF SICK LEAVE..... | 53 |
| E. ABUSE OF SICK LEAVE | 53 |
| F. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS | 54 |
| G. EXCESSIVE USE OR ABUSE OF SICK LEAVE | 54 |
| IV. PERSONAL BUSINESS LEAVE | 54 |
| A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR..... | 54 |
| B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE..... | 55 |
| C. LIMITATIONS | 55 |
| V. WORK RELATED DISABILITY | 56 |
| A. POLICY | 56 |
| B. USE OF SICK LEAVE..... | 56 |
| VI. SICK LEAVE WITHOUT PAY..... | 56 |
| A. POLICY | 56 |
| B. LIMITATIONS | 57 |
| VII. TEMPORARY MODIFIED WORK | 57 |
| A. ELIGIBILITY | 57 |
| B. LIMITATIONS | 57 |
| C. APPLICATION AND ACCEPTANCE | 57 |
| D. OUTSIDE EMPLOYMENT | 58 |
| E. FINAL DECISION..... | 58 |
| VIII. BEREAVEMENT LEAVE..... | 58 |

TABLE OF CONTENTS

| | |
|--|-----------|
| A. POLICY | 58 |
| B. IMMEDIATE FAMILY | 58 |
| C. VERIFICATION | 59 |
| IX. JURY DUTY | 59 |
| A. POLICY | 59 |
| X. MILITARY LEAVE | 59 |
| A. POLICY | 59 |
| B. COMPENSATION | 59 |
| C. EXTENDED BENEFITS – WAR ON TERRORISM | 60 |
| XI. MILITARY FAMILY LEAVE | 60 |
| A. POLICY | 60 |
| B. NEW QUALIFYING REASON FOR LEAVE | 60 |
| C. NEW UNPAID LEAVE ENTITLEMENT | 60 |
| XII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA) | 61 |
| A. PURPOSE | 61 |
| B. ELIGIBILITY FOR FMLA AND CFRA | 61 |
| C. EMPLOYEE RIGHTS UNDER FMLA | 62 |
| D. APPROVAL PROCESS FOR FMLA | 62 |
| E. PRIVACY UNDER FMLA | 62 |
| F. USE OF ACCRUALS WHILE ON FMLA | 63 |
| G. EXPIRATION OF FMLA | 63 |
| XIII. PREGNANCY DISABILITY LEAVE (PDL) | 63 |
| XIV. VOTING LEAVE | 64 |
| XV. SCHOOL ACTIVITY LEAVE | 64 |
| A. POLICY | 64 |
| B. LIMITATIONS/RIGHTS | 64 |
| XVI. LEAVE OF ABSENCE WITHOUT PAY | 65 |
| A. POLICY | 65 |
| B. LIMITATIONS | 65 |
| XVII. ABSENCE WITHOUT PAY | 65 |
| A. POLICY | 65 |
| B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION | 65 |
| XVIII. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE | 66 |
| ARTICLE SIX: WORKING CONDITIONS | 67 |
| I. AMERICANS WITH DISABILITIES ACT (ADA) | 67 |
| A. ACCOMODATIONS | 67 |
| B. ADA COMPLIANCE | 67 |
| C. ACTIONS TAKEN NOT GRIEVABLE | 67 |
| II. NOTICE OF LAYOFFS | 67 |

TABLE OF CONTENTS

| | |
|--|-------------------------------------|
| III. WORK PERFORMANCE..... | 67 |
| IV. RESIGNATION | 68 |
| V. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK..... | 68 |
| A. NON-PAY STATUS | 68 |
| B. USE OF ACCUMULATED LEAVE | 68 |
| C. NO USE OF SICK LEAVE | 68 |
| VI. CITY DRESS CODE | 68 |
| A. RIGHT TO SET DRESS CODE..... | 68 |
| B. MEET AND REVIEW NEW DRESS CODE..... | 68 |
| C. POLICE DEPARTMENT UNIT EMPLOYEES | 69 |
| VII. CITY ADMINISTRATIVE POLICIES | 69 |
| A. POLICIES | 69 |
| B. SUBJECTS..... | 69 |
| C. ADDITIONAL ADMINISTRATIVE POLICIES | 69 |
| ARTICLE SEVEN: GRIEVANCE PROCEDURE | 70 |
| A. PURPOSE | 70 |
| B. SCOPE AND LIMITATIONS..... | 70 |
| C. PROCEDURE | 70 |
| ARTICLE EIGHT: GENERAL PROVISIONS..... | 73 |
| I. TERM OF MEMORANDUM OF UNDERSTANDING..... | 73 |
| II. EMERGENCY WAIVER..... | 73 |
| III. SEVERABILITY PROVISION | 73 |
| IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY | 73 |
| V. FULL AGREEMENT AND IMPLEMENTATION | 74 |
| A. FULL AGREEMENT – WAIVER OF MEET AND CONFER..... | 74 |
| VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS | 74 |
| A. NO STRIKES/JOB ACTION | 74 |
| B. ASSOCIATION RESPONSIBILITY | 75 |
| C. CITY RIGHTS | 75 |
| VII. JOINT LABOR MANAGEMENT WORK GROUP | 75 |
| VIII. ONE CITY AGREEMENT | ERROR! BOOKMARK NOT DEFINED. |
| ARTICLE NINE: RATIFICATION..... | 77 |
| I. RATIFICATION..... | 77 |
| A. ACKNOWLEDGEMENT..... | 77 |
| B. MUTUAL RECOMMENDATION..... | 77 |
| C. RATIFIED – PENDING CITY COUNCIL APPROVAL | 77 |
| ARTICLE TEN: IMPLEMENTATION | 79 |
| IMPLEMENTATION | 79 |

TABLE OF CONTENTS

ARTICLE ELEVEN: EXECUTION OF NEW AGREEMENT 80
EXECUTION OF NEW AGREEMENT 80

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HUNTINGTON PARK, CALIFORNIA
AND
THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (HPGEA)**

ARTICLE ONE:

EMPLOYEE AND EMPLOYER RIGHTS

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter called the "MOU" is made by and between the City of Huntington Park, California, hereinafter called the "City" and the Huntington Park General Employees' Association, hereinafter called "HPGEA" or "Association" representing the full-time, non-management, non-safety general service classified employees of the City. Part-time employees in like classification are not parties to the Memorandum of Understanding and do not receive the salaries and benefits afforded by this MOU. This MOU is made pursuant to the California Government Code Section 3500, et seq. and the City's Employer-Employee Relations Resolution 69-76 as amended.

**II. RECOGNITION FULL-TIME GENERAL CLASSIFIED
EMPLOYEES**

The City hereby recognizes HPGEA as the exclusive representative of the full-time, non-management, mid-management, non-safety, and general employee unit comprised of those classifications, as set forth in Appendix "A," as amended, and attached hereto, pursuant to the City's Employer-Employee Relations Resolution No. 69-76, as amended, generally referred to and hereinafter called "HPGEA," "General Employees' Association" or "Unit Employees."

III. BARGAINING UNIT CHANGES

Any change in the classes, which compose the HPGEA/General Employees' Association unit, shall be in accordance with the provisions of the City's Employer-Employee Relations Resolution No. 69-76, as amended.

**IV. CERTIFICATION OF REPRESENTATIVES (HPGEA) –
BONAFIDE UNDER FLSA**

A. HPGEA AS CERTIFIED

1. The HPGEA has been certified as the bonafide representative by the California Public Employment Relations Board (PERB) under the Fair Labor Standards Act.
2. As a consequence of this certification, some of the wages, hours, terms and conditions of employment stated in this memorandum of understanding were negotiated that otherwise would not have been changed.

B. NOTICE

If, at any time the HPGEA is voluntarily decertified as bonafide representative by the PERB, the HPGEA shall be obliged to inform the City Manager immediately of this fact in writing and those wages, hours, terms and conditions of employment that are affected by this decertification, namely, those divisions affected by the Fair Labor Standards Act shall be null and void and subject to immediate renegotiation.

V. NONDISCRIMINATION

A. POLICY

No unit employee shall be subject to discrimination, which is prohibited by applicable federal, state or local law. In accordance with this policy, the City agrees that no employee shall be interfered with, intimidated, restrained, coerced, employed, promoted, demoted, discharged or in any way favored or discriminated against because of political opinions or affiliations, race, religious belief, age, sex, sexual orientation, gender orientation, physical or mental disability, or because of the exercise of his/her rights under this MOU.

B. ASSOCIATION AGREES NOT TO DISCRIMINATE

In accordance with the above policy, HPGEA agrees not to discriminate against a unit employee because of the exercise of his or her rights granted under this MOU or with respect to admission to membership and the rights of membership in HPGEA for any of the above-enumerated reasons.

VI. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS

1. In accordance with G.C. Section 3507.5, many California public agencies designate certain key employees as confidential for Employee Relations purposes.
2. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.
3. Those unit employees designated as confidential are not permitted to represent other employees of the agency in labor matters – negotiations or discipline hearings, for example – in order to avoid an obvious conflict of interest, the appearance of bad faith and the willful or inadvertent release of information that could seriously impair the labor-management relationships within the agency.
4. Therefore, certain incumbent unit employee's classifications can be designated as confidential by the City Manager upon agreement between City and HPGEA. Those classifications designated as Confidential-Employee Relations are prohibited from representing any employee organization or any matter within the scope of representation.
5. A designated confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

VII. ASSOCIATION MEMBERSHIP

A. MEMBER DEDUCTION

The City agrees to deduct from the wages of any employee who is a member of the Association, a MEMBER deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Association. The City agrees to remit any deductions made pursuant to this provision promptly to the Association together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

B. MAINTENANCE OF MEMBERSHIP

1. Deductions and Dues

The City agrees to honor all authorizations for payroll deduction of Association dues payments to the Association and to remit such payments to the Association within thirty (30) days after the conclusion of the month in which

ARTICLE ONE

said dues deductions were taken pursuant to such authorization. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions. Any employee inquiries to cancel or change deductions shall be referred to the Association.

Authorized deductions for Association dues shall be done bi-weekly by the City. Payroll deductions for approved insurance and welfare plan fees shall be done bi-weekly by the City from the salary of each unit employee who has filed a written authorization on an appropriate City form for insurance and welfare plan deductions.

2. Notice of New Hires

The City shall provide the HPGEA Labor Relations Representative notice of any newly hired employee to an HPGEA-represented classification, within thirty (30) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification and work location.

The term “Newly hired employee” or “new hire” means any employee hired by the City to an HPGEA-represented classification, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the City, and whose current position has placed them in the bargaining unit represented by HPGEA. For those latter employees, for purposes of this agreement only, the “date of hire” is the date upon which the employee’s classification or employee status changed such that the employee was placed in the HPGEA unit.

3. Employee Information

Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address, the City shall provide HPGEA with new hire contact information. The City shall not make any statements encouraging opt out. On the last workday of each month, the City shall provide to HPGEA, via a mutually agreeable email process, the name and contact information on the new hires. This information shall be provided to HPGEA regardless of whether the newly hired employee was previously employed by the City.

The information shall be provided electronically via a mutually agreeable secure email process and shall include the following items, if they are included in the City’s records:

- a. First Name;
- b. Middle Name;
- c. Last Name;

- d. Suffix (e.g. JR., III);
- e. Job Title;
- f. Department;
- g. Primary worksite;
- h. Work telephone number;
- i. Work Extension;
- j. Home Street Address (incl. apartment #);
- k. City;
- l. State;
- m. Zip Code (5 or 9 digits);
- n. Home telephone number (10 digits);
- o. Personal cellular telephone number (10 digits);
- p. Personal email address of the employee;
- q. Employee ID No.; and
- r. Hire date.

4. Periodic Update of Unit Member Contact Information

Except where the employee has submitted a written request pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address, the City shall provide HPGEA, via a mutually agreeable secure email process all bargaining unit member names and contact information on the last working day of September, January, and May. The specific employee information required to be submitted shall include all the information described above in section 3 of this agreement.

5. Notice of HPGEA Representation to New Hires

The City shall inform all new hires in the representation unit that HPGEA is the recognized employee organization designated as the representative of the employees in the unit.

C.

1. D.

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C. INDEMNIFICATION

The Association understands and acknowledges that the City will rely upon the foregoing representations in making deductions, in the amounts specified by the Association from salaries and wages of the employees whose names are presented for deductions and that the City shall not be required to make further investigation or inquiry regarding the accuracy of those representations prior to making such

ARTICLE ONE

deductions, unless a dispute arise, at which point the Association shall be required to submit evidence proof that the employee has authorized the deduction.

HPGEA agrees to indemnify and hold harmless the City against all claims including costs of suit and reasonable attorney fees and/or other forms of liability arising from the provisions of this article. In such case, the City shall be authorized to select legal counsel of its sole choice in defending its interests in any said litigation.

A.

VIII. USE OF CITY FACILITIES

A. Employee organizations may, with the prior approval of the Municipal Employee Relations Officer (City Manager), be granted the use of City facilities during non-work hours for meetings of unit employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of unit employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

B. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and bulletin boards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

IX. USE OF BULLETIN BOARDS

HPGEA may use portions of City bulletin boards under the following conditions:

- A. All materials must be dated and must identify the organization, which published them.
- B. The actual posting of materials will be done by the HPGEA. In the event that posted materials are, in the opinion of the department head, objectionable or interfere with the proper functioning of the department, the department head may order the material removed provided, however, the department head first discusses such removal order with the Municipal Employee Relations Officer (City Manager).
- C. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to HPGEA materials.

- D. If HPGEA does not abide by these rules, HPGEA will forfeit its right to have material posted on City bulletin boards.

X. ELECTRONIC COMMUNICATIONS

The GEA shall be permitted to use the City's email system to communicate to its unit employees, provided however, the association and its members comply with the City's Information Technology Equipment Policy and other requirements as set forth by the City.

XI. RIGHTS

A. EMPLOYEE RIGHTS

1. Unit employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.
2. Unit employees also shall have the right to refuse to join or participate in the activities of employee organizations.
3. No unit employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

B. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City reserves, retains and is vested with solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City for the citizens of Huntington Park, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management shall include, but not be limited to, the following rights:

1. To manage the city generally and to determine policies, procedures, and the right to manage the affairs of the City;
2. To determine the existence or nonexistence of facts, which are the bases of the Management decision;
3. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;

ARTICLE ONE

4. To determine the nature, manner, means, extent, type, quantity, quality and technology, standards, level and extent of services to be provided to the public;
5. To determine methods of financing;
6. To determine quality, quantity and types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
8. To plan, determine and manage City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
10. To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective, nonproductive, or not cost effective as determined by the City. Notwithstanding this management right, the City agrees that during the term of this Agreement, and up to June 30, 2024, that it shall not contract out for duties performed by employees who are laid off. Furthermore, notwithstanding this management right, the City agrees that during the term of this Agreement, and up to June 30, 2024, to meet and consult with the GEA prior to implementation of any layoffs. Meet and consult means that the City agrees to meet with GEA to discuss alternatives to layoff, but does not include any requirement to bargain to impasse;
11. To establish and modify productivity and performance programs and standards;
12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;

ARTICLE ONE

14. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for nondisciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
15. To determine policies, procedures and standards for selection, training and promotion of unit employees;
16. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
19. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employer-Employee Relations Resolution; and
20. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or other time deemed necessary by the City not specified above.

C. IMPACT ON MANAGEMENT RIGHTS

1. The City agrees to meet and confer with the HPGEA, except in cases of emergencies defined in the MOU, over the exercise of a Management Right, which has significant impact upon the wages, hours and terms and conditions of employment of unit employees.
2. Notwithstanding the above, if the proposed changes impact “Terms and Conditions of Employment” as defined by State Law, the City shall comply with the meet and confer requirements as otherwise required by law.
3. After meeting and conferring with HPGEA, and if needed, exhausting impasse requirements as set forth in the City’s Employer-Employee Relations Resolution 69-76 as amended, nothing shall prevent the City from implementing said Management Rights.

XII. PAID TIME OFF FOR HPGEA REPRESENTATIVES

A. RELEASE TIME

1. Leave of Absence with Pay is authorized for representatives of HPGEA to attend Employee Relations related conferences, meetings, institutes, or similar affairs (in addition to meet and confer sessions with City representatives).
2. Representatives shall be allowed reasonable time off without loss of pay and benefits, in accordance with Government Code Section 3505.3(a)(1), when formally meeting and conferring with City Representatives.
3. Such leave is subject to the prior approval of the Department Head or City Manager.
4. City will allow employees to combine breaks for attendance at a monthly hour-long membership meeting. HPGEA agrees to inform the City in advance of the date of these meetings.

B. LIMITATIONS

HPGEA agrees that any off-duty time shall not constitute hours worked for computation of overtime in the respective work period.

ARTICLE TWO:

SALARIES AND COMPENSATION

I. SALARIES

A. SALARY ADJUSTMENTS – January 2019

Effective on the first day of the pay period, which includes January 1, 2019 all classifications in the unit, shall receive a three percent (3%) base salary increase.

B. SALARY ADJUSTMENTS – January 2020

Effective on the first day of the pay period, which includes January 1, 2020, all classifications in the unit, shall receive a three percent (3%) base salary increase.

C. SALARY ADJUSTMENTS – January 2021

Effective on the first day of the pay period, which includes January 1, 2021, all classifications in the unit, shall receive a three percent (3%) base salary increase.

D. SALARY ADJUSTMENTS – January 2022

Effective on the first day of the pay period, which includes January 1, 2022, all classifications in the unit, shall receive a three percent (3%) base salary increase.

E. SALARY ADJUSTMENTS – January 2023

Effective on the first day of the pay period, which includes January 1, 2023 all classifications in the unit, shall receive a two percent (2%) base salary increase.

II. CITY WILL UNDERTAKE TOTAL COMPENSATION STUDY

III. The City will undertake a total compensation study for HPGEA employee positions. No employee shall suffer a reduction in pay as a result of the classification study. CITY'S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY

IV. The City shall not be restricted in its ability to increase any of those salaries for unit employees as a result of reclassification study or if a determination is made by the City that it is not possible to recruit effectively or competitively for a

classification in the unit. No such salary increases are mandated.**FIVE STEP SALARY SCHEDULE**

Step 1

- a) Shall be the entry-level step for new unit employees in all classifications unless another step is approved by the City Manager.
- b) The City Manager may appoint a new employee to the maximum salary for the class if he/she determines that the candidate is exceptionally qualified or there has been difficulty in recruiting.
- c) A unit employee must serve at least six (6) months of satisfactory job performance in Step 1 to be eligible to advance to Step 2.

Step 2

A unit employee should receive this step after the completion of six (6) months of satisfactory job performance in Step 1 in the same classification.

Step 3

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 2 in the same classification.

Step 4

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 3 in the same classification.

Step 5

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 4 in the same classification.

V. STEP INCREASES – BASED ON MERIT

A. NOT AUTOMATIC

No step increase in salary shall be automatic merely upon completion of a specific period of service.

B. BASED ON MERIT

All increases shall be based on merit as established by record of the employee's job performance with at least a competent job performance rating.

VI. PROBATIONARY PERIOD

A. LENGTH OF PROBATIONARY PERIOD

1. All unit employees, except in instances of demotions and promotions, shall serve a probationary period of twelve (12) full calendar months.
2. The probationary period may be extended by the approval of the unit employee's Department Head and City Manager for the length of time of the total approved leave time taken (paid leave time or protected non-pay leave time) taken during the unit employee's probationary period.

B. "AT WILL" STATUS

1. During the probationary period, a unit employee serves in an "at will" status and may be dismissed with or without cause and with or without notice.
2. If a promoted unit employee fails their probationary period, they shall return to their former classification held as a permanent employee prior to the promotion, unless they are dismissed from City service in the manner provided in Ordinance No. 1456.

C. PROMOTIONS

Promoted unit employees will serve a six (6) month probationary period.

VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION

A. REDUCTION OF UNIT SALARY RANGE

In the event the salary range assigned to any classification is reduced, all unit employees within such classification shall be reassigned to a classification in such lower range, which most nearly corresponds to the salary being received by such unit employee at the time such range is reduced.

B. INCREASE OF SALARY RANGE OR CLASSIFICATION

In the event the salary range assigned to any classification is increased, all unit employees within such classification will be reassigned to the step to which such unit employee was assigned immediately prior to such increase.

C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE

1. Any unit employee voluntarily transferred or demoted to a classification where a lower salary range is assigned shall be placed at a salary step within the lower salary range, which is closest to the unit employee salary step immediately prior to such voluntary transfer or demotion.
2. Upon such transfer or demotion, such unit employee shall be entitled to annual increases as authorized for their new classification as a salaried full-time employee.

D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE

1. Any unit employee receiving a promotion to a higher classification to which a higher salary range is assigned shall receive compensation at the step within the assigned range which will result in at least a one-step increase in salary over that being received by such employee immediately prior to such promotion, or to the lowest step in the salary range of such higher classification, whichever results in a greater increase.
2. After promotion to a higher classification, or transfer to a classification to which a higher salary range is assigned, such employee will be eligible for a regular step increase in their new classification at the completion of a six (6) month probationary period.

VIII. ANNIVERSARY DATE

A. DATE OF INITIAL HIRE

1. For all purposes, except eligibility for salary increases, a unit employee's anniversary date shall be the date of initial hire with the City as a salaried full-time employee.
2. In cases of re-employment, the anniversary date shall be the effective date of re-employment as a salaried full-time employee less the time the unit employee was on approved Leave of Absence.

B. LIMITATIONS

Salary range adjustments for a classification will not set a new salary anniversary date for unit employees serving in that classification.

IX. EQUIVALENT BI-WEEKLY, MONTHLY AND ANNUAL RATE

- A. Equivalent bi-weekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
- B. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2,080) hours.
- C. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

X. FREQUENCY OF PAYCHECK ISSUANCE

Current unit employees shall be paid bi-weekly, once every two (2) weeks by direct deposit.

XI. PAYROLL WITHHOLDING CHANGES

- A. Unit employees must submit any changes in payroll withholdings at least fourteen (14) calendar days in advance of the implementation of said withholdings.
- B. If a unit employee, due to an emergency, requests to have withholdings to be effective in less than fourteen (14) calendar days, they may appeal to the City's Personnel Officer (City Manager) who may grant or deny employee's request.

XII. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

- 1. City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.

B. PLAN DOCUMENTS AND RULES

Plan documents and participation rules under Section 457 are maintained by and available from the Human Resources Department.

C. CHANGING YOUR CONTRIBUTION

Unit employees may reduce or increase the amount of their bi-weekly deferred compensation contribution at any time with advance written notice on the appropriate form to the Human Resources Department.

D. LIMITATIONS

The City does not warrant that amounts deposited in the deferred compensation plans are “qualified” for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

XIII. ACTING PAY

A. ELIGIBILITY

1. Any unit employee who is required in writing to, and does act and perform duties included within an unfilled or temporary vacant higher classification and which are broader than the specifications governing such employee’s position, shall be eligible for acting pay upon written approval by their department head and the City Manager.
2. To be eligible, the unit employee must work in the higher classification a minimum of five (5) consecutive scheduled workdays, including official paid holidays before receiving acting pay.
3. To be eligible, the unit employee who is a supervisor must work in the higher classification a minimum of seven (7) consecutive scheduled workdays including official paid holidays before receiving acting pay.

B. COMPENSATION

1. A unit employee approved for acting pay:
 - a) Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee’s permanent position, or Step “1” of the acting classification whichever is greater; and
 - b) Shall in no instance be entitled to be paid more than Step “5” of the acting classification.

ARTICLE TWO

2. During that period of acting service, a unit employee shall be paid at the acting pay rate when off on an official City holiday or sick leave.
3. A unit employee working overtime or called back during an acting assignment shall be paid at the acting pay rate for such time, unless the acting position is an exempt position, then overtime is not applicable.
4. A unit employee receiving acting pay, as set forth above, shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

C. LIMITATIONS

1. Acting pay may not exceed six (6) months.
2. Acting assignments are not provisional appointments.

XIV. LONGEVITY PAY

A. PURPOSE

The purpose of Longevity Pay is to recognize unit employees who have served a minimum of twenty (20) years of full time salaried service time with the City of Huntington Park in a classification represented by the HPGEA.

B. COMPENSATION

Eligible unit employees in their respective classification shall receive the following additional longevity compensation per month.

1. All unit employees with twenty (20) years (completion of 239 consecutive months of City service) of full-time City service shall receive **\$300 per month** above their base salary.
2. All unit employees with twenty-five (25) years (completion of 299 consecutive months of City service) of full-time City service shall receive **\$600 per month** above their base salary.
3. For purposes of this section, “consecutive months of City service” shall mean completion of consecutive months of uninterrupted employment status with the City as a full-time employee providing service to the City.

XV. BILINGUAL PROGRAM

A. PURPOSE

1. Unit employees that frequently deal with the public and are in designated classes eligible to serve as a bilingual translator must pass a test given by the City to qualify.
2. The purpose of the Bilingual Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.
3. The service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language, which is regularly utilized in providing services to the community.

B. QUALIFICATION

1. The Human Resources Department will conduct the proficiency tests, as needed, in designated language as set forth in “A” above.
2. The Human Resources Department will then certify an eligible list of qualified bilingual translators who work in designated eligible bilingual classifications and are so certified to perform technical bilingual skills including reading, writing, and translation.

C. DESIGNATED ELIGIBLE CLASSIFICATIONS

The following designated classifications shall be eligible, once certified by the Human Resources Department, as set forth in “B” above, to receive bilingual compensation.

| DESIGNATED ELIGIBLE CLASSIFICATIONS |
|--------------------------------------|
| |
| |
| Administrative Secretary |
| Animal Enforcement Officer |
| Assistant Planner |
| Associate Planner |
| |
| Building Inspector |
| Business License Enforcement Officer |
| Code Enforcement Officer |
| Code Enforcement Supervisor |
| Development Project Coordinator |

ARTICLE TWO

| |
|---|
| Electrical Supervisor |
| |
| |
| Finance Assistant I |
| Finance Assistant II |
| |
| Housing Community Development Assistant |
| Journeyman Electrician |
| Maintenance Worker |
| Neighborhood Improvement Coordinator |
| Office Assistant I |
| Office Assistant II |
| Parks/Public Works Maintenance Supervisor |
| Permit Technician |
| Police Records Clerk |
| Police Records Coordinator |
| Property Rehabilitation Specialist |
| Records/Imaging Clerk |
| Recreation Manager |
| Recycling Coordinator |
| |
| |
| Senior Planner |
| |
| |
| |
| |
| Storekeeper |
| Switchboard Operator/Clerk |

D. COMPENSATION

Effective January 1, 2019, eligible certified unit employees shall receive compensation in the amount of Two Hundred Twenty-Five (\$225.00) dollars per month above their base salary.

F. COMPENSATION FOR EMPLOYEES CURRENTLY RECEIVING BILINGUAL COMPENSATION

Those employees in classifications receiving bilingual compensation on January 1, 2019 but are not listed as eligible for bilingual compensation, will continue to receive One Hundred Seventy Five (\$175.00) dollars per month above their base salary. Once the incumbent separates from the City, the new employee within a classification that is not listed above will no longer be eligible for bilingual compensation.

XVI. NIGHT SHIFT DIFFERENTIAL PAY

A. PURPOSE

The purpose of this provision is to provide compensation to unit employees whose regular scheduled work shift includes at least one and one-half (1.5) hours or more of their scheduled work time between the hours of 7:00 p.m. and 6:00 a.m., herein referred to as Night Shift Differential, as assigned by Management.

B. COMPENSATION

Eligible unit employees shall be paid Night Shift Differential Pay of fifty cents (.50¢) per hour above their base hourly rate of pay for actual time night shift worked which is:

- a) Between the hours of 7:00 p.m. and 6:00 a.m.; and
- b) Is a minimum of one and one-half (1.5) hours or more of their scheduled work time.

C. LIMITATIONS

1. Night shift differential shall not apply to any City operation where unit employees periodically rotate through around the clock work schedules, such as Police Records Clerks.
2. Night shift differential shall not apply to unit employees temporarily scheduled to work between 7:00 p.m. and 6:00 a.m. due to emergencies, absenteeism or similar short-term instances.
3. Overtime worked.
 - a) shall be paid at time and one-half (1.5) of the unit employee's regular hourly rate of pay.
4. Holidays.
 - a) shall be paid at the employee's regular hourly rate of pay.

XVII. MINUTE CLERKS

- A. Unit employees who are assigned and required to attend meetings of the City Council or various commissions of the City, as "Minute Clerk" during their normal off duty hours shall be compensated.
- B. Such compensation shall be for a minimum of two (2) hours overtime pay at time and one-half (1.5) their hourly rate of pay.

XVIII. TEMPORARY ASSIGNMENTS

Temporary assignments:

- Are not a separate job classification,
- Do not have civil service status,
- Are not subject to civil service selection procedures, appeals or seniority,
- Do not have any property rights, and
- May be revoked by Management at any time for job related reasons or operational necessity.

ARTICLE THREE:

WORK PERIODS, SCHEDULES AND OVERTIME

I. WORK PERIODS

A. SEVEN (7) DAY WORK WEEK

The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ENDING

The seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by meeting and conferring with GEA.

C. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES ON THE 9/80 WORK SCHEDULE, BEGINNING/ENDING

The seven (7) day work period shall begin on Friday at 12:00 p.m. and end on Friday at 11:59:59 a.m.

II. WORK SCHEDULES

A. CITY WORK SCHEDULES

City work schedules shall be as herein defined, except as otherwise provided for in this agreement.

1. 5/40 Work Schedule: The 5/40 work schedule shall consist of five consecutive work days consisting of eight (8) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

2. 4/10 Work Schedule: The 4/10 work schedule shall consist of four consecutive work days consisting of ten (10) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

ARTICLE THREE

3. 9/80 Work Schedule: The 9/80 work schedule shall consist of an eighty (80) hour two week schedule consisting of eight (8) nine (9) hour days and one eight (8) hour working day in a eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two forty (40) work hour work period segments exclusive of any meal periods assigned by management.

4. Police Records Clerks: The 3/13 work schedule for Police Records Clerks shall be three (3) consecutive work days each seven (7) day work period, two (2) of which shall consist of 13.5 consecutive work hours and one (1) of which shall consist of thirteen (13) consecutive work hours, inclusive of meal periods and breaks.

B. CITY HALL - 4/10 WORK SCHEDULE

City Hall employees maintain a 4/10 work schedule (Monday-Thursday Shift) except employees who work 9/80 or other work schedules mutually agreed upon by the parties.

C. PUBLIC WORKS DEPARTMENT – 9/80 WORK SCHEDULE

The Public Works Department and Parks and Recreation Department employees maintain a “coordinated” 9/80 work schedule with at least one Friday per pay period off from work.

III. CHANGING OF WORK SCHEDULES

The City shall meet and confer with the Association when the City is considering other work schedules or the changing of the work schedule when the substantive and significant needs of the City so dictate, such as conformance to operational needs of the department or compliance with the law. The City will make every effort to maintain current work schedules for bargaining unit members.

IV. PUNCTUALITY/TARDINESS

A. POLICY

It is a job requirement for all unit employees to report to work at their required work schedule starting time. Lack of punctuality has a negative impact on the City’s work productivity and therefore tardiness shall not be tolerated.

B. NO PAY FOR TARDINESS

Any tardiness time that is seven (7) minutes or more from the unit employee's assigned work starting time shall not be paid and therefore shall be "Docked" for the time so tardy in increments of 15 minutes or more unless this time is approved in advance by the Department Head.

C. NO USE OF SICK LEAVE TIME BENEFITS

Unit employees who are "Docked" any time for unapproved tardiness may not use any accumulated sick leave benefits to cover tardy unpaid time.

D. DISCIPLINARY ACTION

If any unit employee who is continually tardy, as defined in this section, including one (1) minute or more late for his/her work starting time on a continuous basis, the department head has the right to take appropriate disciplinary action on the tardy unit employee.

V. OVERTIME

A. POLICY

It is policy of the City that overtime work is to be discouraged. All overtime work must be approved in advance by the department head or designee. Whenever the public interest or necessity requires it, any department head may require any unit employee in such department to perform overtime work. Overtime work must be properly reported on the appropriate timesheets.

B. DEFINITION AND ELIGIBILITY

FULL-TIME UNIT EMPLOYEES

Full-time employees who work a minimum of forty (40) hours per seven-day work period, who are required to work in excess of their regularly scheduled forty (40) hour work week, shall be paid overtime at one and one-half (1 ½) times their hourly rate for all hours worked in their work period in excess of forty (40) hours, except as provided below.

C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME

Each workday a unit employee is on an authorized paid leave of absence, e.g., holiday, vacation leave, comp time, except for sick leave, during the scheduled workweek, shall be considered work time by the unit employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.

D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE

1. Overtime shall be credited in tenths of time worked of fifteen (15) minutes or more per workday.
2. Time so worked of less than seven (7) minutes of an hour shall be considered incidental and shall not be credited.
3. Time worked in excess of seven (7) minutes shall be rounded up to fifteen (15) minutes for overtime credit.

E. REGULAR DAY OFF WORKED

Unit employees required to work on a regularly scheduled day off shall receive overtime pay at one and one-half (1.5) times their regular rate of pay for hours actually worked. The hours so worked shall not be credited towards the base hours of a work period for purposes of establishing any basis for overtime or other purposes.

F. REGULAR HOURLY RATE OF COMPENSATION

The regular hourly rate of compensation for employees on a forty (40) hour week work schedule shall be 1/173.33 of the employee's monthly salary. The regular hourly rate of compensation shall be determined in accordance with the requirements set forth in the Fair Labor Standards Act (FLSA).

G. 9/80 WORK SCHEDULE TIME WORKED

Overtime for unit employees on a 9/80 work week schedule is time worked in excess of forty-four (44) paid hours in a 7 day work week period or eighty (80) paid hours worked in a 14 day work period as set forth in this agreement.

H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME

1. For the purpose of computing the number of hours worked as they relate to overtime and seniority, time during which a unit employee is excused from work because of holidays, vacations, and compensatory time off, shall be considered as time worked by the unit employee.
2. Sick Leave taken shall not be credited as work time towards number of hours worked by the unit employee for the purpose of overtime.

VI. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME

A. ADVANCED APPROVAL

All out-of-town trips and training time, including attendance at lectures, meetings, training programs and similar events, must be approved in advance by the department head.

B. ONE DAY TRAVEL TRIPS

One-Day travel time trips for training programs is not counted as time worked, if a unit employee is traveling to another location, such as the airport and travel time is comparable to the normal commute time. Any meal period while traveling is not time worked.

C. OVERNIGHT TRIPS

1. On Overnight Trips the unit employee's normal hours of work shall exclude mealtime and sleep time. The City may count as time worked either the time spent driving or the time it would have taken on the public transportation, if the employee is offered public transportation and chooses to travel by automobile.
2. Any trip or training time is not treated as time worked if all of the following criteria are met:
 - a) Attendance is outside the employee's normal working hours;
 - b) Attendance is voluntary;
 - c) The training course is not directly related to the unit employee's job; and
 - d) The unit employee does not perform any significant job related work while in attendance.
3. If a unit employee voluntarily attends a conference, seminar, a school, college, university, or trade school after hours, the time is not considered as time worked even if the City contributes any incidental expenses. A unit employee's voluntary training for another job or training to add new or additional skills is not considered as directly related to the unit employee's job.

VII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES

A. BREAK-REST PERIOD DEFINED

Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

B. BREAK-REST PERIOD SCHEDULING

1. Break-rest periods are scheduled and/or rescheduled by management so as not to impair service and as job requirements dictate.
2. Unit employees may receive, whenever possible:
 - a) Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and
 - b) One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going to and from a rest area unless otherwise authorized by this agreement.

D. LIMITATIONS

1. Break-rest periods are non-cumulative and shall not be added to any mealtime, vacation, or any other form of authorized absence from work.
2. Break-rest periods may not be used at the beginning or the end of a work shift.

VIII. MEAL TIME-UNPAID/NON-WORK TIME

A. MEAL TIME SCHEDULING

1. The schedule for meal times shall be determined by management in consideration of the continuity of services provided to the public and the convenience of the unit employee.
2. All unit employees, shall be entitled to one (1) non-working, unpaid meal time per scheduled work day of eight (8) or more consecutive hours worked, exclusive of overtime worked.

B. MEAL TIME ONE-HALF (½) HOUR DURATION

1. The normal unpaid mealtime shall be one-half (½) hour in duration.
2. In no case will mealtime be permitted to exceed one (1) hour.

C. LIMITATIONS

1. Meal time is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work.
2. Meal time may not be used at the beginning or the end of a work shift.
3. All mealtime taken is considered non-work time and is unpaid.

IX. CALL BACK PAY (UNSCHEDULED)

A. PURPOSE

1. Call-back work is unscheduled time worked performed by an off-duty unit employee called-back to work after they have completed their regular work schedule and have left the work area or are on their day off.
2. Such assignments or call backs shall include emergency purposes or required attendance at meetings of the City Council, Commissions, Committees or other official bodies as approved by the City Manager.
3. The City shall, when possible, make available to qualified unit employees an equitable distribution of call back pay within their assigned section.

B. COMPENSATION

Unit employees eligible for Call Back Pay as set forth in this section shall receive a minimum guarantee of three (3) hours overtime pay at one and one-half (1.5) times the employee's regular rate of pay. or convert three (3) hours overtime at

ARTICLE THREE

one and one-half (1.5) times the employee's regular rate of pay to employee's Compensatory Time Bank.

C. LIMITATIONS

1. The three (3) hour minimum shall not apply when a unit employee is called in early before the start of their regular assigned shift and the call back is contiguous with the unit employee regular work shift.
2. Another call back during the original or initial three (3) hour period shall not be treated as a new call back and shall not require a new three (3) hour minimum and all subsequent call backs, shall be for actual hours worked plus reasonable travel time. In this event, the unit employee shall be paid for the actual time worked.

X. STAND-BY ASSIGNMENT PAY

A. PURPOSE

Public Works Department unit employees shall be entitled to receive additional compensation for their services while assigned to standby assignment only under the following circumstances and subject to the following conditions.

ARTICLE THREE

1. **“Standby Duty”** shall mean the assignment by the Department Head of a unit employee during other than his/her regular working hours to be on call and readily available for the performance of emergency work during one (1) or more consecutive “Standby Shifts.”
2. **“Weekday Standby Work Shift”** shall mean any unit employee assigned a Standby work shift for any week days, which is Monday, Tuesday, Wednesday, Thursday, or Friday. Each Standby day is 12:00 a.m. through 11:59 p.m. other than his/her regular assigned working hours.
3. **“Weekend Day Standby Shift”** shall mean any unit employee assigned a standby work shift for weekend days which are Saturday 12:00 a.m. to 11:59 p.m. or Sunday 12:00 a.m. through 11:59 p.m.

B. COMPENSATION

1. Compensation for Standby Shift or portion thereof shall be thirty dollars (\$30.00) per each standby shift or portion thereof.
2. Standby Duty – Holiday. Any unit employee who is assigned to standby duty on a recognized City Holiday shall receive standby pay of forty dollars (\$40.00) per Standby Shift on such holiday, in addition to other standby pay provided for in this section.

C. INFORM DEPARTMENT HEADS

1. Each unit employee assigned to standby duty shall provide a contact phone number to keep their Department Head informed as to their whereabouts at all times during such standby assignment.
2. Notice of each standby assignment shall be promptly given to the Department Head.

D. LIMITATIONS

1. Standby assignments will be limited to those public services, which must have emergency response during off-duty hours.
2. City will compensate unit employees specifically required to be on standby duty under the conditions described below.
 - a) Unit employees must be available and must respond to any call back while so assigned;
 - b) The consumption of alcoholic beverages during an assigned standby period is prohibited, as is any use of illegal drugs or other incapacitating medication;
 - c) Violation of the above shall invalidate the employee’s eligibility for standby compensation for that period, in addition to any disciplinary action which is warranted; and

ARTICLE THREE

- d) The City may, in its discretion, provide a cell phone or electronic device or other communication device to an assigned employee, which shall be his/her responsibility during such assignment (loss or damage due to negligence will result in employee replacing or paying for the electronic device).

E. NOT ELIGIBLE FOR STANDBY PAY

1. It is agreed that other unit employees may have a responsibility to respond if contacted and ordered to respond under the call back provisions of the MOU, but are not required to standby under the terms of this Agreement.
2. The use of pagers or cell phones or other communication devices is voluntary unless the employee is placed in standby assignment.

XI. ASSIGNMENT OF OVERTIME

Except as otherwise provided for in this Agreement, Management retains the right to determine the assignment of overtime or stand-by to any qualified unit employee by eligibility and seniority.

XII. COMPENSATORY TIME

A. ELIGIBILITY

Unit employees may elect to receive compensatory time in-lieu of overtime payment.

B. ACCUMULATION OF COMPENSATORY TIME BANK

1. Compensatory time will be accumulated on the basis of one-and-one-half (1 ½) hours for each one (1) hour worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated is forty (40) hours at the straight time hourly rate (26.6 comp time hours x 1.5 = 40 hours), which may be carried until the end of the fiscal year and used as time off, or which shall be paid to the unit employee upon separation from service for any reason.
3. Once the maximum has been accumulated, any additional compensatory overtime accrual submitted through payroll will be automatically paid to the unit employee on the succeeding paycheck.

ARTICLE THREE

4. For time earned from July 1 through June 30 of each Fiscal Year, the unused balances of Compensatory Time Bank will be paid during the last pay period in June of the same Fiscal Year to the unit employees at the employee's regular hourly rate of pay in effect at the time of payment and the bank shall be reduced to zero (0).

C. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized on an hour for hour basis at the mutual convenience of management and the unit employee.
3. All compensatory time utilized as paid leave by a unit employee shall be debited from the unit employee's compensatory time bank.

D. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE

In the event of termination from the City for any reason, the unit employee shall be entitled to cash payment of one-hundred percent (100%) of accumulated unused compensatory time if any, at termination paid straight time at the unit employee's regular hourly rate of pay.

XIII. TIME CLOCKS

If unit employees are required to use time clocks, all their time worked should be recorded by the use of time clocks in accordance with established rules. Department heads shall be responsible for instructing their unit employees in the proper use of time clocks.

ARTICLE FOUR:**SUPPLEMENTAL BENEFITS****I. RETIREMENT****A. CalPERS RETIREMENT BENEFITS**

The City agrees to provide retirement benefits to eligible classic employees (as defined below in Section B.) under the California Public Employees' Retirement System (CalPERS) as follows.

| Government Code Section | Benefit |
|--------------------------------|--|
| 20042 | <u>One Year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months. (Not applicable to 2% @ 62 retirement plan) |
| 7522.32 | <u>Three Year Final Compensation:</u> For new PEPRAs, provides that final compensation means the highest average annual pensionable compensation earned by a member during a period of at least 36 consecutive months. Also prohibits a public employer from adopting a final compensation period of less than three years for classic members who are currently subject to a three-year final compensation period. |
| 20055 | <u>Prior Service Credit:</u> Unit employees may be eligible to purchase prior service credit. |
| 20124 | <u>Military Service Credit as Public Service:</u> Unit employees may elect to purchase up to four (4) years of service credit. |
| 20965 | <u>Credit for Unused Sick Leave:</u> Unit employees may be eligible to convert unused sick leave bank hours at time of retirement to additional service time. |
| 21329 | <u>Two percent (2%) COLA:</u> Beginning the 2 nd calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI. |
| 21354 | <u>2% @ 55 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 55 for all eligible unit employees. (Employees hired before 12/30/12) |
| 21353 | <u>2% @ 60 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 60 for all eligible unit CalPERS members hired 12/30/12 or after. |
| 7522.20 | <u>2% @ 62 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 62 for new CalPERS members hired 1/1/13 or after or had a break in Classic membership of greater than six (6) months. |

| | |
|--------------------|---|
| 21551 | <u>Death Benefit Continues:</u> Provides that death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry. |
| 21574 | <u>Fourth Level of 1959 Survivor Benefit:</u> Benefits are paid monthly to certain survivors of a unit employee who dies before retirement. |
| 21620 | <u>Retired Death Benefit \$500:</u> Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree's designated beneficiary. |
| 21624 and 21626 | <u>Post Retirement Survivor Allowance:</u> Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option chosen, as it was at time of death of retiree. |

B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES

The City contracts with CalPERS for retirement benefits. As a result of the Public Employees' Pension Reform Act of 2013, new member employees and classic employees receive different benefits. The definitions of "new member" and "classic member" are as follows.

New Member

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

- (1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- (2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
- (3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

Classic Member

CalPERS refers to all members who do not fit the definition of new member as a classic member.

C. ESTABLISHMENT OF THREE-TIER RETIREMENT FORMULA FOR MISCELLANEOUS EMPLOYEES

New Miscellaneous (non-sworn) employees hired on or after December 30, 2012, will be enrolled in the base retirement program 2% @ 60 for Miscellaneous Members formula. All other retirement benefits outlined in Section A above shall remain the same. For purposes of this section, "New Miscellaneous (non-sworn) employees" means a newly hired employee from outside the City.

CALPERS RETIREMENT BENEFITS FOR MISCELLANEOUS (NON-SWORN) "NEW MEMBERS" AS DEFINED BY THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

- 1) Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2% @ 62 formula provided for by the Public Employees' Retirement Law in Government Code section 7522.20(a).
- 2) Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
- 3) Payment of Employee/Member Contribution (PEPRA Member): Effective January 1, 2013, "new member" employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

New members shall be eligible to receive all other retirement benefits outlined in Section A. above, as allowed by CalPERS.

D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT

All Classic Miscellaneous employees shall continue to pay a total of 7% of employee share of CalPERS.

Effective January 1, 2013, New Members, a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, or a member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months will pay at least 50% of the total normal cost rate.

II. NON-SWORN – PARS “0.5% STACK” EFFECTIVE JULY 1, 2010

A. NEW ADDITIONAL RETIREMENT BENEFIT

1. Effective July 1, 2010, the City was authorized to provide a new additional retirement benefit referred to as “PARS 0.5% Stack Plan” through the Public Agency Retirement Services (PARS).
2. Effective January 1, 2013, new PEPPRA guidelines prohibit a public employer from offering the PARS 0.5% Stack Plan to any employee that was not covered by an existing plan prior to January 1, 2013.

B. NON-SWORN UNIT EMPLOYEE PAYMENT SHARE

1. Effective July 1, 2010, all non-sworn unit employees will pay one and one-half percent (1.5%) of their salary to the City to help pay for the increased cost to the City for the “PARS 0.5% Stack Plan”.
2. All new non-sworn unit employees hired on or after July 1, 2010 will pay two percent (2%) of their salary to the City for the first five (5) years of full-time employment with the City to help pay for the increased costs to the City for the “PARS 0.5% Stack Plan”.
3. Upon completion of five (5) years (60 months) of full-time employment with the City, these non-sworn unit employees payment to the City for “PARS 0.5% Stack Plan” will be reduced from two percent (2%) to one and one-half percent (1.5%) of their salary.

C. ELIGIBILITY

1. Effective July 1, 2010, all non-sworn unit employees hired prior to January 1, 2013, who have worked full-time for the City for at least five (5) years shall be eligible to receive "PARS 0.5% Stack" Retirement Benefits upon their retirement from the City of Huntington Park.

D. LIMITATIONS

1. Effective July 1, 2010, all non-sworn unit employees who terminated their employment from the City or who have not worked full-time at least five (5) years with the City before they retire from the City shall not be eligible to receive the "PARS 0.5% Stack" Retirement benefit.
2. Any non-sworn unit employee who terminates their employment with the City "prior" to their retirement shall receive all of their 1.5% salary contribution made for the "PARS 0.5% Stack" benefit plus interest.
3. Eligible non-sworn unit employee as set forth in this section must retire from the City of Huntington Park to receive the "PARS 0.5% Stack" benefit.

III. HEALTH INSURANCE

A. HEALTH INSURANCE – CalPERS MEDICAL PLANS

The City will provide unit employees, their eligible dependents and retirees and their eligible dependents with medical insurance provided through the California Public Employees' Retirement System under the Medical and Hospital Care Act (PEHMCA).

B. HEALTH INSURANCE – CITY CONTRIBUTION

1. The City shall contribute on behalf of each unit employee an amount equal to 100% of the cost of the employee's insurance plan (e.g., Employee Only, Employee Plus One Dependent, Employee Plus Two or more Dependents) not to exceed the cost of the respective plan of the Kaiser Permanente (HMO)-Los Angeles Region Plan available through PEMHCA.
2. Effective once during each fiscal year, at the time rate changes are implemented by CalPERS, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) equal to the Kaiser Permanente-California L.A. Region plan CalPERS approved HMO plan.

IV. RETIREE HEALTH INSURANCE

A. ELIGIBILITY

A unit employee who subsequently retires from the City of Huntington Park and who qualifies as set forth in the following shall receive the following retiree Health Insurance Benefits upon official retirement from the City of Huntington Park.

B. RETIRED HEALTH INSURANCE BENEFIT

1. All unit employees who officially retire from the City of Huntington Park with at least five (5) years of full-time service with the City of Huntington Park, the City shall pay one-hundred percent (100%) of the maximum level of the City's contribution based on the Basic Kaiser Permanente – L.A. Area Region monthly health premium (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for those eligible retired unit employees under the California Public Employee's Medical and Hospital Care Act or other health insurance and all other form of health insurance for these retired employees and their dependents.
2. Effective January 1, 2011, for retired unit employees who are eligible for Medicare, the City's contribution shall be solely based upon Kaiser Permanente – L.A. Area Region Supplement/Managed Medicare monthly health premium or the Combination of both Basic (meaning non-Medicare basic medical coverage) and the Kaiser Medicare monthly health premium.
4. The City agrees to defend, indemnify, and hold harmless the HPGEA against all claims and/or other forms of liability arising from provisions of Article Four, Section IV, B-2 of this MOU.
5. These qualifying requirements shall be waived for unit employees who retire from City service on an Industrial Disability Retirement.

C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED.

All new unit employees hired after ratification of this contract and once CalPERS contract is amended, will not be eligible for retiree medical benefits beyond the minimum allowed by CalPERS.

V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)

Unit employees may elect to discontinue participation in, “opt out,” of the CalPERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT

1. For these medical plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - a) Individual coverage; or
 - b) One (1) employee may select a plan and list the spouse as a dependent.
2. A unit employee who is covered as the dependent of a City employee in the City plan is eligible for single-party rate “opt-out” compensation.
3. Unit employees may not both insure each other or the same dependents.

B. PROOF OF COVERAGE/WAIVE CITY LIABILITY

1. Unit employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof.
 - a) The unit employee is not receiving Medicare or MediCal
 - b) The unit employee must sign a document stating his/her desire to waive their City medical insurance coverage.
 - c) The unit employee has coverage through another (non-City) benefit plan end year prior to open enrollment (e.g., spouse’s coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City’s health insurance plan.

C. OPT-OUT CASH VALUE (NON-PERSABLE)

1. Unit employee’s electing to opt out will receive the taxable cash (non-PERSable) value of one-half (½) of the monthly medical premium rate for which the unit employee would have qualified had the qualified unit employee not “Opted-Out” payable in two equal amounts and added to the first and the next subsequent paycheck of each month.

VI. DENTAL INSURANCE

A. BENEFITS – DELTA CARE/PMI PLAN

1. Benefits – DeltaCare/PMI Plan. The City shall contribute an amount, equal to the DeltaCare/PMI premiums in an amount not to exceed the cost of coverage for an Employee Plus Two or More Dependents, on a monthly basis towards an employee's choice of dental plans made available and administrated by Delta Dental Plan.
2. Effective once during each fiscal year, at the time rate changes are implemented by Delta Care PMI, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) to equal the corresponding Delta Care PMI monthly premium

B. LIMITATIONS – DELTA PREFERRED OPTION PLAN

Unit employees who choose the Delta Insurance Delta Preferred Option Plan shall pay the difference in monthly premium between the Delta Care/PMI Plan and Delta Preferred Option Plan.

C. DENTAL INSURANCE BENEFITS – LIMITATIONS

The Dental Insurance coverage shall cease for unit employees upon termination, including retirement, at the end of the month following that after which the unit employee terminates from employment with the City.

VII. LIFE INSURANCE

A. BENEFIT

1. The City shall pay the full monthly premium for unit employees for Term Life Insurance Group coverage of \$100,000.
2. Said Life Insurance benefit shall include coverage for Accidental Death and Dismemberment (AD&D).

B. LIMITATION

This Life Insurance Plan Coverage shall cease upon the unit employee's termination from employment with the City.

VIII. VISION CARE INSURANCE

A. BENEFIT

1. Effective January 1, 2013, the City shall pay the full monthly premium for the unit employee up to Employee plus Two or more Dependents category for Vision Care Insurance.
2. Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the vision care insurance monthly premium.
3. The vision care insurance coverage shall cease upon the unit employee's termination from employment with the City.

IX. LONG TERM DISABILITY INSURANCE

A. PURPOSE

The City has a Long-Term Disability insurance policy intended to augment the annual sick leave accrual and sick leave bank programs and provide certain income protection for unit employees up to two (2) years.

B. BENEFIT

1. The City shall pay the full monthly premium for the Long-Term Disability Insurance Plan Coverage for unit employees.
2. Long-Term Disability may be used for either work or non-work related injuries or illness in accordance with City Policy and the insurance company carrier's qualifying rules and regulations.
3. Long-Term Disability Insurance benefits shall be paid to eligible unit employees in accordance with the policies established by the insurance carriers' written policy rules and regulations for qualifying and a thirty (30) calendar day waiting period established by the insurance carrier before benefits can be paid.

C. LIMITATIONS

1. The unit employee must use all of their accumulated annual sick leave and bank hours, and all accumulated sick leave time before being eligible to receive Long-Term Disability benefits.
2. Accumulated sick leave may be used in separate thirty (30) calendar day periods.
3. This Long-Term Disability Insurance Plan shall cease upon the unit employee's termination from employment with the City.

X. CITY RIGHTS – CONTENT AND CONTRACTOR

A. INSURANCE/EMPLOYEE BENEFIT PLANS

The City retains the exclusive right to determine the content and contractors for all insurance plans.

B. MEET AND CONFER WITH HPGEA

The City agrees to meet and confer with the HPGEA over any City proposed change in the benefit levels for any insurance plan.

XI. UNIFORMS PROVIDED

A. POLICY

The City shall, at its expense, provide uniforms required to be worn during regular working hours by unit employees in the labor and trade classes in the Public Works Department.

B. REIMBURSEMENT FOR UNIFORM DAMAGE

1. Any unit employee who is required to wear a City uniform provided by the City in the performance of his or her official duties and who sustains damage to such uniform through no fault of the unit employee, shall be entitled to reimbursement for such damage as follows.
 - a) Damage to such articles or uniform must occur while the unit employee is performing assigned duties on behalf of the City.
 - b) Reimbursement shall be made to cover reasonable replacement costs, as determined by management, taking into consideration the depreciation and life expectancy of the article or uniform.
 - c) Payment to the unit employee shall be made only after written approval by the appropriate department head and by the City Manager.

XII. UNIFORM ALLOWANCE

A. PURPOSE

1. The purpose of uniform cleaning and replacement allowance is to provide funds for the future purchase, replacement, and cleaning of uniforms and clothing. Two (2) changes per week shall be provided for each unit employee during regular working schedule.
2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.
3. Unit employees, except employees on IOD status, who have been on an unpaid leave of absence for any reason from active services for any time in excess of forty-two (42) calendar days shall have the monthly payment prorated.

B. NEW EMPLOYEES

Unit employees who are required to wear a uniform and are eligible for uniform allowance shall first be issued a City purchase order to obtain the required uniform for their respective classes.

C. UNIFORM ALLOWANCE REIMBURSEMENT (Non-PERSable)

Unit employees who have served twelve (12) months with their initial uniform purchased by a City purchase order shall thereafter receive a uniform allowance reimbursement of Nine-Hundred (\$900) dollars (non-PERSable) paid in two equal

separate checks of Four-Hundred and Fifty (\$450) dollars each subsequent July and December of each following calendar year.

D. ELIGIBILITY

Those unit employee classifications eligible to receive uniform allowance as set forth in this section shall be as follows:

- Animal Enforcement Officer
- Business License Enforcement Officer
- Code Enforcement Officer
- Code Enforcement Supervisor
- Police Records Clerk

XIII. BOOT ALLOWANCE

A. REGULAR OR STEEL-TOE BOOTS ALLOWANCE

Public Works Unit employees who are required to wear regular or steel toe boots shall be reimbursed for up to two-hundred dollars (\$200) of the cost of the boots, which meet industrial safety standards, per fiscal year.

| DESIGNATED ELIGIBLE CLASSIFICATIONS |
|-------------------------------------|
| Electrician Supervisor |
| Equipment Mechanic |
| Equipment Mechanic Supervisor |
| Facility Repair Mechanic/Specialist |
| Journeyman Electrician |
| Maintenance Worker |
| Maintenance Worker Supervisor |
| Parks and Tree Supervisor |
| Public Works Supervisor |
| Service Mechanic |
| Storekeeper |

B. ALLOWANCE (Non PERSable)

All unit employees eligible for boot allowance as set forth in Section A. above, who have worked a minimum of one (1) year, shall receive two-hundred dollars (\$200) non-PERSable each July of each calendar year.

XIV. TOOL ALLOWANCE

A. PURPOSE

The purpose of the annual tool maintenance allowance is to provide a reimbursement allowance for designated eligible unit employees to purchase and replace job-related tools on an as needed basis, to perform their duties.

B. ELIGIBLE DESIGNATED CLASSES

The following unit classifications shall be eligible to receive annual tool allowance:

- Equipment Mechanic
- Equipment Mechanic Supervisor
- Facility Repair Mechanic/Specialist
- Maintenance Electrician
- Maintenance Electrician Supervisor
- Service Mechanic

C. ALLOWANCE (Non PERSable)

All unit employees eligible for tool allowance as set forth in Section B above, who have worked a minimum of one (1) year, shall receive Four Hundred dollars (\$400) non-PERSable each July of each calendar year.

XV. SAFETY GLASSES

A. REQUIRED TO WEAR SAFETY GLASSES

Unit employees who are required to wear safety glasses and who wear prescription glasses shall be reimbursed for one-half (1/2) of the cost of the glasses which meet industrial safety standards.

XVI. TUITION REIMBURSEMENT PROGRAM

A. PURPOSE

The purpose of the City's Educational Tuition Reimbursement Program is to promote and encourage employees to obtain a college level education up to, and including, a Master's or Doctorate degree. All unit employees may use the tuition reimbursement program each fiscal year, subject to the conditions of the program set forth in this section.

B. ANNUAL REIMBURSEMENT

1. The maximum amount of the annual reimbursement shall be fifteen hundred (\$1,500) dollars, which shall cover tuition, enrollment fees, required textbooks and other related material; and
2. Participation for reimbursement shall be on a first come, first served basis and subject to a twenty-five thousand dollar (\$25,000) City-wide cap.
3. Following the end of a fiscal year, remaining funds in the \$25,000 account shall be made available to employees who have eligible expenses in excess of the \$1,500 individual limit;4. To the extent that funds remaining in the pool are insufficient to fund all the supplemental applications, participants shall receive equal reimbursements from the remaining funds in the City-wide Tuition Reimbursement Account.

C. REQUIREMENTS

1. All courses must be completed at an accredited college, university, junior college, or other institution, as recommended by the Department Head and approved by the City Manager;
2. To be eligible for reimbursement, unit employees must receive a grade of “C” or better (or “Pass” if the course is given on a “Pass/Fail” basis);
3. Classes must be taken while a unit employee is off-duty and not during employee’s scheduled work hours; and
4. Approval for reimbursement must be obtained from the City Manager prior to the beginning of the class and payment for reimbursement shall be made only after the certified transcript of grades and receipts for payment of tuition fees and other expenses are received by the City.

XVII. FITNESS FACILITY

The City shall provide unit employees in the GEA with access to the City’s Recreation Center for the use of the facilities at no cost to the unit employee. Any fees or expenses for class registration or special events will be the responsibility of the unit employee.

XVIII. COFFEE SUPPLIES

The coffee and related supplies that are provided for the City Council and the various City Commissions shall also be made available for use by City employees.

ARTICLE FIVE:
LEAVE POLICIES

I. HOLIDAYS

A. ANNUAL HOLIDAY LEAVE

1. Regular full-time employees shall be compensated one hundred twenty (120) hours of Holiday Leave per fiscal year.
2. For each authorized official paid holiday, the employee will be compensated at their base salary rate not to exceed ten (10) holiday hours for each authorized holiday during each fiscal year.

B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES

1. The official paid recognized holidays granted to unit employees is as follows:
 1. New Year's Day (January 1)
 2. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
 3. President's Day (3rd Monday in February)
 4. Cesar Chavez Birthday (March 31)
 5. Memorial Day (4th Monday in May)
 6. Independence Day (4th of July)
 7. Labor Day (1st Monday in September)
 8. Veteran's Day (November 11)
 9. Thanksgiving Day (4th Thursday in November)
 10. Day after Thanksgiving
 11. Christmas Eve (December 24)
 12. Christmas Day (December 25)
2. The City Manager or City Council has the right to designate any day or part of a day as a Holiday.

C. USE OF HOLIDAY LEAVE

Unit employees may take his/her unused Holiday Leave Time as approved by the Department Head with due regard to the service needs of the City and the needs of the unit employee.

D. UNUSED HOLIDAY LEAVE

Unit employees' unused Holiday Leave Time shall be lost if not taken prior to the last day of each fiscal year (July-June) and shall not be converted to any form of compensation, except as covered in Section G below.

E. OFFICIAL HOLIDAYS OCCURRING ON FRIDAY OR SATURDAY

Holidays that fall on Saturday or Sunday shall be observed on Friday or Monday, respectively.

F. OFFICIAL HOLIDAYS OCCURRING ON SCHEDULED DAY OFF

When any official Holiday occurs on a unit employee's regular scheduled day off, the holiday time for that day shall not be deducted from the unit employee's Holiday Leave Bank and those hours shall become "Floating Holiday" time to be taken off at the approval of the Department Head prior to the last day of that fiscal year (June 30).

G. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY

1. When a unit employee is required to work on an official holiday, all hours worked shall be paid at the unit employee's regular hourly rate, with the exception of New Year's Day, 4th of July, Thanksgiving Day and Christmas Day, which will be paid at one and one-half (1.5) times the employee's regular rate of pay; and
2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank. The City shall pay out the amount of unused Holiday Leave Time during the first pay period in July if an employee who was required to work on an official holiday is not able to use the Holiday Leave Time before the last day of the fiscal year (July-June).

H. HOLIDAYS OCCURRING DURING VACATION PERIOD

Any official holiday time occurring within a unit employee's vacation period shall be charged as Holiday Leave Time in lieu of Vacation.

I. HOLIDAYS AND SICK LEAVE USE

If a unit employee is on Annual Sick Leave or taking Sick Leave Bank Leave on the last working day before the holiday or the day immediately after any official

ARTICLE FIVE

holiday, those holiday leave hours [eight (8) for unit employees on 5/8 work schedule, nine (9) for unit employees on the 9/80 work schedule, and ten (10) for unit employees on the 4/10 work schedule] for that holiday shall be forfeited and deducted from their annual Holiday Leave Bank.

J. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION

1. Any unit employee terminating employment from the City, either voluntarily or involuntarily, shall have any eligible accrued Holiday Leave Time hours cashed out at the employee's current hourly rate of pay.
2. Eligible holiday hours shall mean those holidays in the fiscal year, which have already been earned by the terminating unit employee. (Earned meaning they were employed by City when certain eligible Holidays occurred.)
3. In the case of any unit employee whose employment with the City is terminated by death, such payment shall be made to the estate, spouse or beneficiaries entitled to, or in the case of doubt, to the beneficiary of records for public retirement, upon approval by the City Attorney.

K. DECEMBER 31- NEW YEAR'S EVE

1. If approved by the City Manager, each unit employee, except those unit employees determined by the City Manager and Department Heads to provide services for the necessary functions of the department which he/she is employed, shall be permitted to be absent for duty one-half (1/2) of the work shift on December 31 (New Year's Eve) or the last working day prior to December 31.
2. Should a unit employee be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 31 and it is a regularly assigned work day for them, they shall be charged leave time for one-half (1/2) of their work shift for said day.

II. VACATION LEAVE**A. VACATION LEAVE ACCRUAL**

1. All unit employees are eligible to earn vacation leave time.
2. Unit employees shall accrue vacation leave time on the fifteenth (15) day of each month.
3. Unit employees shall be entitled to utilize their accumulated vacation leave with pay upon completion of six (6) months of continuous employment with the City and approval by their department head.

B. VACATION LEAVE EARNED

1. Vacation time shall be earned and accrued on the following basis:

| YEARS/MONTH EMPLOYED | VACATION EARNED Per month | VACATION EARNED Per Year | *TWICE MAXIMUM VACATION EARNED |
|--|--|---|---|
| 0-4 yrs (0-48 months) | 9.33 hours per month | 112 hours per year | 224 Hours |
| 5-9 yrs (49-108 months) | 12.66 hours per month | 152 hours per year | 304 Hours |
| 10 yrs + (109 months + thereafter) | 16.66 hours per month | 200 hours per year (see B.3 below) | 400 Hours |

2. Vacation Leave Time is earned on continuous service time with the City and is prorated on a monthly basis.
3. *After a unit employee accrues twice their annual Vacation Leave Time accrual, said unit employee ceases to accrue Vacation Leave. The affected unit employee will only begin accruing Vacation Leave again after their Vacation Leave balance is less than twice the annual Vacation Leave accrual.

C. APPROVAL OF VACATION LEAVE REQUESTS

The Department Head shall approve unit employee Vacation Leave request with due regard to the service needs of the City and the personal need of the unit employee.

D. NO VACATION TAKEN PRIOR TO ACCRUED

1. Unit employees may take only Vacation Leave as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the unit employee has accumulated Vacation Leave Time.

E. LIMITATIONS ON VACATION LEAVE

1. Vacation is charged on the basis of the actual hours the unit employee is on vacation leave to the nearest one-quarter (0.25) hour.
2. Unit employees do not accrue vacation leave while on leave in excess of thirty (30) calendar days.
3. A unit employee who is sick during their vacation leave may charge the period of illness and/or injury to sick leave, if available. Verification may be required from a physician.

F. PAYMENT ON TERMINATION, LAYOFF, OR DEATH

1. Terminated or laid off unit employees will be paid a lump sum of all accrued Vacation Leave Time upon termination at their current hourly rate of pay. Upon death, all accrued vacation leave will be paid to the employee's beneficiary, after approval by the City Attorney.
2. At termination of employment, the City shall be reimbursed by the unit employee for any vacation leave taken in excess of their accumulated Vacation Leave Time.
3. Unit employees who are re-employed do not receive service credit for vacation accrual.

G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION

The City Manager may grant Vacation Leave Cash-Out in lieu of allowing unit employee request to take earned Vacation Leave in case of any circumstance or conditions where in the judgement of the City Manager justifies such action or the denial will cause the affected unit employee to exceed their vacation cap.

III. SICK LEAVE

A. PURPOSE OF SICK LEAVE

1. Sick Leave is not a right, which a unit employee may use at his or her discretion. Sick leave is leave from duty necessitated by illness or injury to the unit employee or illness or injury of a member of the unit employee's immediate family requiring the unit employee's attendance, and medical appointment to the extent that such appointment cannot be scheduled outside the work day.
2. For the purposes of this section, immediate family means employee's spouse or domestic partner, child, stepchild, father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, or other individual residing in the same household whose relationship to the unit employee is that of a dependent.
3. The maximum amount of accrued sick leave that can be used by a unit employee for their immediate family shall be forty-eight (48) hours per fiscal year.
4. All sick leave requires approval by Department Head or designee and such request will not be unreasonably denied.

B. SICK LEAVE ACCRUAL RATE

1. Each eligible unit employee shall accrue Sick Leave at the rate of eight (8) hours for each month, or major fraction thereof, of continuous City service.
2. The maximum annual Sick Leave accrual shall be ninety-six (96) hours for each year of continuous City service.
3. There is no maximum limit on the amount of total Sick Leave bank a unit employee may accumulate with the City.
4. A unit employee shall not accrue sick leave during absences from duty in excess of thirty (30) calendar days by reason of illness, disability or injury on duty, except where such credit is mandated by law.

C. FIFTY PERCENT (50%) CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE

1. In the last pay period of each fiscal year, one-half (50%) of an employee's unused, accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the unit employee's regular rate of pay in effect on June 30th.

ARTICLE FIVE

2. Employees shall be paid the cash out in November each year.
3. The remaining one-half (50%) of a unit employee's unused, accrued Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the unit employees Sick Leave Bank.
4. With the exception of the annual cash out of one-half (50%) of a unit employee's unused, accrued sick leave from that fiscal year, there is no other cash out of accrued sick leave.
5. There shall be no limit upon the number of hours of accrued sick leave bank an employee can accumulate.
6. If a unit employee terminates employment or is laid off from the City before receiving his or her annual cash-out of one-half (50%) the employee's unused, accrued sick leave from that fiscal year, the employee shall receive such payment prorated to the time of termination.

D. USE OF SICK LEAVE

1. In order to receive compensation while absent on sick leave, an employee (or someone on the unit employee's behalf) shall notify the department head or immediate supervisor within thirty (30) minutes after the beginning of the unit employee's daily duties.
2. The first day of sick leave shall not commence until such notice is given, except in cases of emergency or when provision of such notice is not reasonably possible.
3. In order to be compensated with sick leave for three (3) or more consecutive working days, the unit employee shall be required to submit upon return to work, a physician's verification of illness or injury.
4. A unit employee may use accrued sick leave for the actual number of hours of the regular work period that the unit employee is absent due to illness or injury.

E. ABUSE OF SICK LEAVE

1. A unit employee shall be subject to disciplinary action for abuse of sick leave, which is defined as a unit employee's use of sick leave when the unit employee is not sick, not required to care for a member of the employee's immediate family or not attending a doctor's appointment.
2. If a unit employee calls in sick in violation of the City's rules and regulations, a deduction shall be made from the unit employee's earned vacation credits, holiday bank, and/or compensatory time bank.

F. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS

1. A unit employee who is absent due to illness or injury and who does not have any form of accrued leave on the books, shall be required to furnish a physician's statement giving the reason for the absence and a further statement indicating that the unit employee is fit to return with or without limitations.

G. EXCESSIVE USE OR ABUSE OF SICK LEAVE

1. A unit employee shall be subject to disciplinary action for excessive use or abuse of sick leave. Abuse of such leave is a claim of entitlement of sick leave when the unit employee does not meet the requirements of sick leave as set forth in this MOU, Civil Service Rules and Regulations, or Personnel or Department Rules.
2. Any unit employee using ten (10) or more Sick Leave days in a calendar year and no physician statement was provided to verify said Sick Leave Time, such instances shall be considered abuse of sick leave.
3. Sick Leave taken for Personal Leave, California Family Sick Leave, or any sick leave permitted by law shall not be included as abuse of Sick Leave.
4. If any Annual Sick Time accrual or Sick Leave Bank accrual is taken in violation of the City's Rules and Regulations, a deduction of said Sick Leave time taken shall be made from the unit employee's earned vacation leave, holiday bank, and/or compensatory time bank.

IV. PERSONAL BUSINESS LEAVE

A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR

Up to two (2) working days per calendar year of Sick Leave Time Accrual with pay may be used by each unit employee for personal business days as part of the unit employee's accrual.

B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE

1. In order to be compensated while absent on Personal Business Leave, the unit employee must notify his/her department head or designee at least twenty-four (24) hours in advance, provided that such notice shall not be required in an emergency situation.
2. However, in the case of an emergency, the unit employee shall notify his/her department head or immediate supervisor within thirty (30) minutes after the beginning of his/her shift.
3. All Personal Business Leave requires the department head's or designee's approval.

C. LIMITATIONS

1. Personal Business Leave shall be charged to the unit employee in even two (2) hour Sick Leave increments or more.
2. Personal Business Leave shall be deducted from the unit employee's annual sick leave accrual.
3. Any unused sick leave, including Personal Business Leave shall be compensated in accordance with the City's Annual accumulated unused sick leave cash out program.
4. Personal Business Leave shall not be used for vacation or any other leave, except as specified in this section.

V. WORK RELATED DISABILITY

A. POLICY

1. If an industrial injury causes temporary disability to a unit employee, payment shall be made on the fourth (4th) day after the injured unit employee leaves work as a result of the injury, provided that in cases where the injury causes disability of more than fourteen (14) calendar days or necessitates hospitalization, the disability payment shall be made from the first (1st) day the injured unit employee leaves work or is hospitalized as a result of the injury.
2. The City shall pay up to thirty (30) calendar days of the eligible unit employee's full salary (regular rate of pay).
3. The City may continue to provide a light-duty assignment, when available, and when a treating physician's release for such an assignment is obtained.

B. USE OF SICK LEAVE

Beginning with the thirty-first (31st) calendar day of such disability, the unit employee may use all accumulated leave time benefits (Sick Leave, Compensatory Time Off, Holiday, Vacation, etc.) with any Workers' Compensation Temporary Disability or Permanent Disability payments to augment their full salary.

VI. SICK LEAVE WITHOUT PAY

A. POLICY

Whenever an unit employee must take sick leave, but does not have any annual sick time accrual or sick time accrual bank credit accumulated for such sick leave, because he or she has not yet earned any credit for such sick leave or has exhausted such credits through the use of sick accrual or long term disability accrual, such unit employee shall be allowed a sick leave, without pay, upon approval by the City Manager.

B. LIMITATIONS

1. Use of Sick Leave, in combination with annual sick leave accrual or sick leave bank accrual, shall not extend beyond one year. Unit employees shall retain all rights and privileges granted unit employees on a regular sick leave, except for compensation and except that they shall not accumulate holidays, vacations or annual sick day accrual or sick leave bank accrual while on unpaid leave.
2. Such unit employee shall return to the same step and range assigned prior to the sick leave without pay status.

VII. TEMPORARY MODIFIED WORK

A. ELIGIBILITY

Any unit employee who is temporarily incapable of performing his/her normal assigned duties because of an illness or injury may request assignment or be required by his/her department supervisor to participate in the temporary modified work program.

B. LIMITATIONS

Participation in the program is limited to unit employee who shall not:

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
3. Be in a Vocational Rehabilitation Plan approved by the City.

C. APPLICATION AND ACCEPTANCE

Application for the Temporary Modified Work shall be in writing by the unit employee when consideration is requested for the work program and by written direction when the department head requiring the employee to participate. The department head shall make a determination of admission to the program based upon such factors as:

ARTICLE FIVE

1. The attending physician's release to a temporary modified work program;
2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

D. OUTSIDE EMPLOYMENT

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

E. FINAL DECISION

The department head shall make the final decision based upon stated criteria and the affected unit employee shall be notified in writing.

VIII. BEREAVEMENT LEAVE

A. POLICY

The City's bereavement policy is provided for in the case of death within the immediate family of a unit employee. Such unit employee shall be entitled to be absent from duty with pay at the unit employee's regular rate of pay in order to attend the funeral or memorial services or related bereavement purposes for their immediate family. Said bereavement leave shall not exceed three (3) working days and will not be charged to a employee's sick day accrual or sick leave bank, vacation bank or any other employee time bank.

B. IMMEDIATE FAMILY

For the purpose of this section, immediate family means father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, stepchild, grandfather, grandmother, or grandchild, legal domestic partner, or other individual whose relationship to the employee is that of a legal dependent.

C. VERIFICATION

1. The City may require verification of the death of the immediate family member.
2. Verification may include any printed records or notice of death (e.g., newspaper obituary notice, mortuary leaflet, etc.)

IX. JURY DUTY

A. POLICY

1. A unit employee summoned to active jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay for the entire day for up to eighty (80) hours in a calendar year.
2. However, the unit employee must remit to the City within fifteen (15) days after receipt, all fees received for said Jury Duty, except those specifically allowed for mileage and expense.
3. Jury service required on a unit employee's off duty day is not compensable by the City, and the unit employee may retain jury compensation for such days.
4. Jury time shall not be considered work time and does not count toward hours worked for the calculation of overtime.
5. Unit employees shall be responsible for providing proof of jury service upon his/her return to work.

X. MILITARY LEAVE

A. POLICY

The provisions of the Military and Veterans Code of the State of California, as amended along with applicable Federal and Municipal Law and City policies shall govern military leave of City employees.

B. COMPENSATION

Except as set forth in this section, all unit employees entitled to military leave shall receive full pay and benefits up to a maximum of thirty (30) calendar days per fiscal year of active duty, but the City shall have the opportunity, within the limits of military regulations, to determine when such leave shall be taken.

C. EXTENDED BENEFITS – WAR ON TERRORISM

1. The City Council has authorized for unit employees in the military service assigned to the war on terrorism, shall receive extended military leave benefits and receive additional pay on the thirty-first (31st) calendar day of active military duty through one-hundred and twenty (120) calendar days.
2. The eligible unit employee must remit proof to the City of their military pay received between the thirty-first (31st) calendar day of active military duty through the one-hundred and twentieth (120) calendar day in order to receive the extended salary, as set forth in this section.

XI. MILITARY FAMILY LEAVE

A. POLICY

The Federal Family Medical Leave Act, as amended, provides for Military Family Leave as set forth in this section.

B. NEW QUALIFYING REASON FOR LEAVE

Eligible unit employees are entitled to up to twelve (12) weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the unit employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

C. NEW UNPAID LEAVE ENTITLEMENT

An eligible unit employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period to care for the service member.

**XII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA
FAMILY RIGHTS ACT (CFRA)**

A. PURPOSE

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted.
2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Human Resources Department.
3. Unit employees and department heads must contact the Human Resources Department to verify current provisions and requirements.
4. Failure to do so could result in a misunderstanding of rights and obligations and could cause loss of leave benefits or loss of insurance coverage.

B. ELIGIBILITY FOR FMLA AND CFRA

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence (FMLA) for:
 - The birth of a child of the employee;
 - Disability due to pregnancy – FMLA only;
 - The placement of a child with an employee in connection with the adoption or foster care of that employee;
 - The care of the employee's child with a serious health condition;
 - The care of a spouse or parent with a serious health condition; or
 - The employee's own serious health condition.
2. Such leave rights apply to all employees with twelve (12) months or more service with the City prior to the leave request who have worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

C. EMPLOYEE RIGHTS UNDER FMLA

1. The maximum amount of leave shall be twelve (12) weeks in a twelve (12) month period.
2. The twelve (12) month period is rolling, and is measured backward from the date leave is used and continuous with each additional leave day taken.
3. Leave may be taken as days off, intermittent or modified work schedules.
4. The unit employee is guaranteed a return to his/her position at the end of approved leave.
5. During the twelve (12) week FMLA period, the City shall maintain the employee's medical, dental, and life insurance.

D. APPROVAL PROCESS FOR FMLA

1. Unit employees must give thirty (30) days advance written notice on a form provided by the City of the need for such leave, unless the absence cannot be anticipated. In such cases, the unit employee must give notice as soon as possible but in any event no later than five (5) working days from learning of the need for FMLA leave.
2. Verification by the attending physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.
3. The Human Resources Department shall determine if the leave qualifies under the Family and Medical leave laws and may determine the commencement date.

E. PRIVACY UNDER FMLA

For privacy reasons, the City may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the unit employee's own illness or condition with the health care provider's certification of the need for the leave.

F. USE OF ACCRUALS WHILE ON FMLA

1. The unit employee shall be required to use sick leave for any FMLA illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.
2. FMLA shall run concurrently with Pregnancy Disability Leave.

G. EXPIRATION OF FMLA

Upon expiration of FMLA, if the unit employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums.

XIII. PREGNANCY DISABILITY LEAVE (PDL)

- A. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment Housing Act (FEHA).
- B. Such leave shall be granted for disability of the unit employee determined by a physician, for the duration of such disability, provided however, that the cumulative unpaid leave for disability and non-disability reasons shall not exceed one (1) year.
- C. Pregnancy Disability Leave without pay shall not be granted until all accrued sick leave bank time has been exhausted.
- D. Unit employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

XIV. VOTING LEAVE

- A. Unit employees shall be permitted to leave to vote as required by California Elections Code Section 14350-14352, as amended, if the unit employee cannot otherwise get to the polling place during non-working hours.
- B. Up to two (2) hours of leave with pay may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.
- C. Unit employees shall be required to give a minimum of a three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
- D. Any unit employee who does not utilize this voting leave privilege shall not thereby become eligible for any overtime compensation for any time taken to vote.

XV. SCHOOL ACTIVITY LEAVE

A. POLICY

- 1. Pursuant to California Labor Code Sections 230.7 and 230.8, as amended, unit employees who are parents of school-age children shall be allowed School Activity Leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conferences, disciplinary matters, school programs and related events with their children.
- 2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month.
- 3. This limit shall not apply when a unit employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.

B. LIMITATIONS/RIGHTS

- 1. Unit employees must give reasonable advance notice to the employer to permit work coverage, and may be required to provide documentation from the school that the unit employee participated in the activity on the specific date and time.
- 2. Leave properly requested in advance shall not be denied.

3. Unit employees may take accrued leave with pay (vacation, compensatory time, or floating holiday) for School Activity Leave purposes.

XVI. LEAVE OF ABSENCE WITHOUT PAY

A. POLICY

1. Upon written request, the City Manager may, in his/her discretion and upon recommendation of the department head, grant a leave of absence without pay to any unit employee who has been employed by the City regularly for one (1) year or more.
2. Any such unit employee, with the approval of the City Manager and recommendation of the department head, may return prior to the time fixed for the expiration of such leave Of absence without pay.

B. LIMITATIONS

In no event shall the City Manager grant a leave of absence contrary to Civil Service Rules and Regulations.

XVII. ABSENCE WITHOUT PAY

A. POLICY

Failure of a unit employee to report for duty on a normal working day or shift without notice to his/her department head of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the work day shall constitute absence without approval and without pay.

B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION

1. A unit employee absent without authorization for three (3) or more consecutive work days and who fails to contact his/her department head to provide justification for the absence , shall be considered to have abandoned his/her position and resigned from City employment as of the third (3rd) day of absence.
2. The unit employee shall be notified by their department head that the City considers him/her to be absent without leave, and that, under this section, a termination of employment will be processed.

ARTICLE FIVE

3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules & Regulations.
4. Any reinstatement under this provision will follow the City's Civil Service Rules.

XVIII. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE

In the event a unit employee's services are terminated as a result of death, the payment of eligible accumulated unused vacation leave, sick leave and compensatory time off, if any, shall be made to the employee's spouse or estate. If there is a question of doubt as to the appropriate person(s) entitled thereto, the beneficiary of record for the California Public Employees' Retirement System shall be determining, with the approval of the City Attorney.

ARTICLE SIX:
WORKING CONDITIONS

I. AMERICANS WITH DISABILITIES ACT (ADA)

A. ACCOMODATIONS

1. The HPGEA recognizes that the City may be required to make accommodations in order to carry out its obligations under the Americans With Disabilities Act (ADA).
2. Some of these accommodations may require actions, which are contrary to the language or intent of existing provisions of this agreement.
3. In such cases, the parties agree that such accommodations shall not constitute a “past practice” or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

B. ADA COMPLIANCE

1. The HPGEA recognizes that circumstances surrounding ADA compliance in individual cases may involve matters, which are personal and require the utmost confidentiality.
2. Specifics of an individual case may not be divulged by the City or HPGEA.

C. ACTIONS TAKEN NOT GRIEVABLE

Actions taken by the City under Section I, shall not be subject to the grievance procedure.

II. NOTICE OF LAYOFFS

Unit employees subject to layoff, in accordance with the established layoff procedures of the Civil Service Rules & Regulations, shall be provided fourteen (14) days advance notice prior to the layoff being effective.

III. WORK PERFORMANCE

Every unit employee shall do an honest day of work commensurate with their skill, ability and training. Unit employees who are not meeting these standards, as

determined by management will be subject to disciplinary action. All disciplinary action will be subject to grievance procedures as outlined in the City's Civil Service Rules and Regulations.

IV. RESIGNATION

A unit employee wishing to leave the City in good standing shall file with the appropriate department head, a written notice stating the effective date and reasons for leaving at least two (2) weeks in advance of his or her resignation. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Department. Failure to give notice may be the cause for denying future employment by the City.

V. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK

A. NON-PAY STATUS

Should a unit employee become incarcerated and held in any jail custody and not be able to come to work to perform his/her job assigned work schedule and duties shall be placed on unpaid – unable to report to work status until they return to work as assigned.

B. USE OF ACCUMULATED LEAVE

Unit employees who are incarcerated and unable to report to their work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any of the unpaid work time due to their incarceration.

C. NO USE OF SICK LEAVE

No unit employee may use any of their accumulated sick time to cover any unpaid time due to their incarceration.

VI. CITY DRESS CODE

A. RIGHT TO SET DRESS CODE

The City reserves the right to establish and regulate a Work Place Dress Code for all unit employees.

B. MEET AND REVIEW NEW DRESS CODE

The City agrees to meet first with HPGEA to review Dress Code. After meeting with HPGEA nothing shall prevent City from implementing and enforcing said

City Dress Code providing however, the City shall be responsible for employee costs associated with mandated changes in required uniforms.

C. POLICE DEPARTMENT UNIT EMPLOYEES

Unit employees assigned to work in the Police Department shall abide by the Police Personnel appearance and grooming standards as set forth by Police management.

VII. CITY ADMINISTRATIVE POLICIES

A. POLICIES

The City has a number of city Administrative Policies covering a wide range of subjects, which address important City and work related issues. These policies are in full force and effect and they may or may not be addressed specifically in this MOU.

B. SUBJECTS

Those Administrative Policies, which currently are being utilized by the City, include but are not limited to:

- Donation of Leave Time Program
- Nepotism Policy
- Travel & Expense Reimbursement Policy
- Smoking Regulations at City Facilities
- Prohibiting Discrimination or Harassment of City Employees
- Disability Discrimination Policy and Complaint Procedure
- Outside Employment Policy
- Information Technology Equipment Policy
- Mobile Communications Device Policy
- AQMD Trip Incentive Program (City Hall/PD only)
- Alcohol and Drug Testing Requirements for Commercial Class A or B Motor Vehicle Drivers (applicable to Public Works Department only)

C. ADDITIONAL ADMINISTRATIVE POLICIES

Additional City Administrative Policies may be implemented in the future as set forth in the Management Rights Clause in Article One, Section XII.

ARTICLE SEVEN:
GRIEVANCE PROCEDURE

I. PURPOSE

In accordance with the Civil Service Rules, the purpose of the grievance procedure is to provide adequate opportunity for City employees to bring forth their views and concerns relating to any alleged unfair or improper aspect of their employment situations and to seek corrective action.

II. SCOPE AND LIMITATIONS

The grievance procedures as set forth in the following shall apply to all employee grievances, except where other methods have been specifically prescribed in the Civil Service Rules or in this MOU.

III. PROCEDURE

A. 1ST STEP INFORMAL - VERBAL

In any instance of grievance, the employee or employees concerned, shall first verbally make efforts to resolve such grievance with their immediate supervisor.

B. 2nd STEP – FORMAL WRITTEN

- a) 1. In the event such verbal efforts with their immediate supervisor are not productive to a mutually satisfactory resolution, the aggrieved employee or employees may present their complaint in writing.
- b) 2. Said complaint shall set forth all the issues involved, and it shall be free from any charges or language not germane to the real issue involved.
- c) 3. The written grievance complaint shall be signed by the employee or employees and shall be submitted to the employee's immediate supervisor. The supervisor shall promptly forward the written grievance to the Department Head.
- d) 4. The Department Head will make such investigation of the facts and issues as he/she deems necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with the conduct of the department's business.

ARTICLE SEVEN

- e) 5. Upon reaching such conclusion, but in no event later than five (5) working days following his/her receipt of the grievance statement, the Department Head shall reply to the grievance in writing, stating the department head's findings and decision on the issue(s) involved.
- f) 6. A copy of such written reply shall be transmitted to the employee by the Department Head.

C. 3rd STEP – APPEAL TO PERSONNEL OFFICER (CITY MANAGER)

- a) 1. If the employee wishes to appeal the grievance further, he/she shall within two (2) working days of the receipt of the Department Head's written reply, so notify the Department Head of his/her request to appeal their grievance to the City's Personnel Officer.
- b) 2. The Department Head shall then notify the Personnel Officer of such appeal and shall submit the original written grievance complaint together with the written decision of the Department Head to the Personnel Officer.
- c) 3. The Personnel Officer shall then promptly arrange a grievance meeting with the aggrieved employee, the Department Head, and him or herself. At such meeting(s), discussion shall be limited to the issues raised in the grievance complaint and an earnest effort shall be made to arrive at a satisfactory resolution of the issue(s).
- d) 4. A record of notes shall be made of the substance of the issues and conclusions of the meeting, as the Personnel Officer deems necessary.
- e) 5. The conclusions and finding of the grievance meeting shall be reduced to writing and will be provided to the grieved party and Department Head and shall be final, except in cases as set forth in Section 4 below.

D. APPEAL TO THE CIVIL SERVICE COMMISSION

Only in such cases, which involve the alleged violation of the Civil Service Rules, the Classifications in the Salary Resolution or City's Personnel Rules, including: (1) job classification, (2) conduct, scoring or recording of examinations, (3) employee performance evaluation for permanent employees, (4) dismissals, suspension or demotions, subject to the special rules thereon, (5) reduction in salary not provided for by resolution of the City Council, (6) re-employment rights, and (7) layoff action (subject to the special rules

ARTICLE SEVEN

thereon), the employee may within two (2) working days after receiving the notice of the Personnel Officer's decision, submit written notification to the Personnel Officer requesting the submission of the grievance issue to the Civil Service Commission, stating specifically the paragraphs and subparagraphs of the Civil Service Rules and the City's Personnel Rules which he/she alleges are being violated.

E. CIVIL SERVICE COMMISSION REVIEW

- a) 1. The Personnel Officer shall then submit said written request, together with copies of all pertinent forms, documents, and materials, to the Civil Service Commission and the Commission shall review all such evidence and information as it relates to the specific grievance alleged by the employee.
- b) 2. The Commission may then, at its discretion, make such investigations and hold such hearing as it requires and shall make its findings and decision on said grievance as set forth in the Civil Service Rules.

ARTICLE EIGHT:

GENERAL PROVISIONS

I. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective January 1, 2019 and together with all the terms, conditions and effect thereof, shall expire as of midnight on December 31, 2021.

II. EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this Memorandum of Understanding, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergencies. After the emergency is over, the Huntington Park General Employees' Association (HPGEA) shall have the right to meet with the City regarding the impact on unit employees of this suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be illegal, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the HPGEA agree to replace such illegal, unenforceable article, section, subsection, subdivision, sentence, clause, phrase, or provision, with another of equivalent value, if any.

IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY

- A. Reference is made in this MOU to certain Civil Service Rules and Regulations, Personnel Rules and Regulations, and City's Policy statements. Nothing in this MOU shall preclude the City from amending the Civil Service Rules and Regulations, Personnel Rules and Regulations, and City policies, as needed.
- B. The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules and Regulations,

ARTICLE EIGHT

Personnel Rules and Regulations, Ordinances, Resolutions or any Policy Statements in effect prior to the date of this MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts with the City's Civil Service Rules and Regulations, Personnel Rules and Regulations, and City Policy Statements, shall be considered to have been superseded by this MOU.

V. FULL AGREEMENT AND IMPLEMENTATION

A. FULL AGREEMENT – WAIVER OF MEET AND CONFER

1. This MOU contains all of the covenants, stipulations, and provisions, agreed upon by the parties.
2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement, shall remain in full force and effect.
3. For the purpose of the MOU, neither party shall be compelled to meet with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as provided for in this MOU or by mutual agreement of the parties.
4. Each party acknowledges that they had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU, except as specifically provided for in this MOU or required by law.

VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. NO STRIKES/JOB ACTION

HPGEA hereby agrees that during the term of this MOU, the unit employees of the City, as set forth in this MOU and officers and/or agents of the recognized unit employee organization, shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences with the work of the City, except as permitted by law.

B. ASSOCIATION RESPONSIBILITY

In the event that HPGEA, its officers, agents, representatives or employees engage in any of the conduct listed above, HPGEA shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

C. CITY RIGHTS

If such action is not taken by the HPGEA, the City may suspend any and all of the rights and privileges accorded the HPGEA under any ordinance, resolutions, or rules and regulations of the City or any MOU with the City, including but not limited to the suspension of recognition of such unit employee organization and the use of the City's bulletin boards and facilities.

VII. JOINT LABOR MANAGEMENT WORK GROUP

There shall be a Labor/Management Work Group comprised of five (5) bargaining unit employees and three (3) representatives designated to represent the Employer. The term of each member of the Labor Work Group is one year. The method of selection of membership shall be determined by each party. The Work Group shall meet quarterly during work hours.

The agenda, areas of concern, and operating structure for the Work Group shall be determined by the Work Group. However, the Work Group shall not discuss grievances, individual personnel decisions, modifications to the Agreement, or other items historically negotiated between the Employer and the Union.

The Work Group shall function in an advisory capacity to the organization. The Work Group's purpose shall be to foster improved communication between the Employer and its employees and discuss matters of mutual concern to the Employer and its employees.

The meetings shall be attended only by Work Group members, unless the Work Group members mutually agree otherwise. This provision shall not be construed as limiting the Employer's rights to seek or obtain input on matters in other ways.

VIII. ONE CITY AGREEMENT

If any other recognized bargaining unit employed by the City shall receive salary increases more favorable than included in this MOU, HPGEA bargaining unit members shall receive the higher amounts. This provision does not apply to existing stipends, allowances, longevity bonuses, other benefits or increases to those benefits, strictly to salary increases.

The value of a salary increase is defined by any combination of the following:

- A. City payment of all or a portion of the employee portion of the PERS contribution or EPMC;
- B. Additional salary steps added to the existing salary schedule;
- C. Retention or increase of COLA In Lieu Leave days/hours;
- D. Cost of Living Adjustments (COLA increases).

ARTICLE NINE:

RATIFICATION

I. RATIFICATION

A. ACKNOWLEDGEMENT

The City and the HPGEA acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by simple majority vote of unit employees who are in classifications represented by HPGEA set forth in this agreement and adopted by the City Council of the City of Huntington Park.

B. MUTUAL RECOMMENDATION

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the HPGEA.

C. RATIFIED – PENDING CITY COUNCIL APPROVAL

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval to the City Council by the authorized representatives of the City of Huntington Park and the Huntington Park General Employees' Association, entered into thi

TERM

This agreement shall be effective beginning January 1, 2019 and shall expire at 11:59 p.m. on June 30, 2024.

ARTICLE NINE

ARTICLE TEN:
IMPLEMENTATION

IMPLEMENTATION

| PARTIES TO THE AGREEMENT | |
|---|-------------------------------------|
| Huntington Park General Employees' Association | City of Huntington Park, California |
| | |
| Kristen Haining, President Huntington Park General Employees' Association | Ricardo Reyes, City Manager |
| | |
| Marcello Retamosa, Vice-President Huntington Park General Employees' Association | |
| | |
| Karen Truong, Treasurer Huntington Park General Employees' Association | |
| | |
| Susana Martinez, Secretary Huntington Park General Employees' Association | |
| | |
| Maryleen Linan, Executive Board Huntington Park General Employees' Association | |
| | |
| | |

ARTICLE ELEVEN:**EXECUTION OF NEW AGREEMENT****EXECUTION OF NEW AGREEMENT**

This MOU has been approved by a vote of the City Council of the City of Huntington Park. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have caused this agreement to be executed this __ day of _____, 2020.

| PARTIES TO THE AGREEMENT | |
|---|-------------------------------------|
| Huntington Park General Employees' Association | City of Huntington Park, California |
| | |
| Kristen Haining, President Huntington Park General Employees' Association | Ricardo Reyes, City Manager |
| | |
| Marcello Retamosa, Vice-President Huntington Park General Employees' Association | |
| | |
| Karen Truong, Treasurer Huntington Park General Employees' Association | |
| | |
| Susana Martinez, Secretary Huntington Park General Employees' Association | |
| | |
| Maryleen Linan, Executive Board Huntington Park General Employees' Association | |
| | |
| | |

**CITY OF HUNTINGTON PARK
GENERAL EMPLOYEES' ASSOCIATION
UNIT CLASSIFICATIONS**

| |
|---|
| Accountant |
| Accounting Technician |
| Administrative Secretary |
| Animal Enforcement Officer |
| Assistant Planner |
| Associate Planner |
| Budget Analyst |
| Building Inspector |
| Business License Enforcement Officer |
| Code Enforcement Officer |
| Code Enforcement Supervisor |
| Development Project Coordinator |
| Equipment Mechanic |
| Equipment Mechanic Supervisor (Equipment Mechanic Leader) |
| Facility Repair Specialist (Facility Repair Mechanic) |
| Finance Assistant I (Account Clerk I/Cashier) |
| Finance Assistant II (Account Clerk II) |
| Finance Technician |
| Housing Community Development Assistant |
| Journeyman Electrician |
| Maintenance Electrician Supervisor (Maintenance Electrician Leader) |
| Maintenance Worker |
| Neighborhood Improvement Coordinator |
| Office Assistant (Clerk-Typist) |
| Office Assistant II |
| Parks/Public Works Maintenance Supervisor |
| Permit Technician |
| Police Records Clerk |
| Police Records Coordinator |
| Property Rehabilitation Specialist |
| Records/Imaging Clerk |
| Recreation Manager |
| Recycling Coordinator |
| Secretary |
| Senior Accountant |
| Senior Planner |
| Service Mechanic |
| Staff Analyst - Field Services |
| Staff Analyst - Police Department |
| Storekeeper |
| Switchboard Operator/Clerk |



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 21, 2020

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF PURCHASE ORDER AND INSTALLATION OF FOUR SYSTEM GATE VALVES AND TWO HYDRANT VALVES REPLACEMENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the purchase of four (4) system gate valves in the amount of \$46,310.00 from account 681-8030-461.73-10; and
2. Approve the purchase of two (2) hydrant valves in the amount of \$18,590.00 from account 681-8030-461.73-10; and
3. Appropriate \$18,590.00 from account 681-8030-461.73-10 for the purchase of two hydrant valves; and
4. Authorize City Manager or designee to execute the purchase orders.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, the City of Huntington Park ("City") conducts ongoing and regular maintenance to ensure residents receive water-related services. During routine inspections as part of our Large Meter Replacement Program (LMRP), it was observed that four system gate valves were damaged due to normal wear and tear. These system gate valves allow our staff to properly manage our water meter infrastructure. At this time, it is recommended that our City replace four system gate valves to minimize any interruption of services. The replacement of the system gate valves was previously budgeted as part of the LMRP in the City's adopted FY 2019-20 budget.

Similar to the system gate valves, hydrant valves require regular maintenance and replacement. However, the hydrant valves often need to be replaced as a result of vehicular accidents. These hydrant valves are crucial to our operations since they are used by our City and the Los Angeles County Fire Department for fire-related services calls. Unfortunately, our City did not previously budget for the replacement of these

CONSIDERATION AND APPROVAL OF PURCHASE ORDER AND INSTALLATION OF FOUR SYSTEM GATE VALVES AND TWO HYDRANT VALVES REPLACEMENTS

April 21, 2020
Page 3 of 3

hydrant valves hence the request for an appropriation. Moving forward, our City will request a designated budget appropriation in the next fiscal budget to cover ongoing hydrant replacements. Additionally, our City will institute a cost-recovery process through our City Clerk's office to capture the costs from the vehicular accidents.

FISCAL IMPACT/FINANCING

The system gate valves replacements were appropriated under the City's adopted FY 2019-20 Budget in account number 681-8030-461-73-10, Water Department Fund, Infrastructure Maintenance.

For the hydrant valve replacement, staff is requesting an appropriation of \$18,590.00 also from account number 681-8030-461-73-10, Water Department Fund, Infrastructure Maintenance.

As part of our procurement process, our City obtained three quotes from vendors (Attachment A). Our staff is recommending the lowest quote for each of these services.

Below is the chart that summarizes the total costs and quotes from vendor for the system gate valves replacement. We recommend J.A. Salazar as the lowest responsible bidder at \$46,310.00.

| System Gate Valves: | | Vendor: Doty Bros Equipment Co. | | | Vendor: G. Hurtado Construction Inc. | | | Vendor: JA Salazar | | |
|----------------------|---|---------------------------------|--|--------------|--------------------------------------|--|--------------|--------------------|--|--------------|
| Project Location | Reason for Replacement | Quote Amount | Inframark 10% mark-up per contract terms | Total Amount | Quote Amount | Inframark 10% mark-up per contract terms | Total Amount | Quote Amount | Inframark 10% mark-up per contract terms | Total Amount |
| 3606 Grand Avenue | Fire Flow Operations | \$11,575.00 | \$1,157.50 | \$12,732.50 | \$13,000.00 | \$1,300.00 | \$14,300.00 | \$14,000.00 | \$1,400.00 | \$15,400.00 |
| 5923 Miles Avenue | Discovered during Field Inspections | \$11,185.00 | \$1,118.50 | \$12,303.50 | \$14,100.00 | \$1,410.00 | \$15,510.00 | \$8,200.00 | \$820.00 | \$9,020.00 |
| 6822 Santa Fe Avenue | Discovered During Field Inspections (Part of Large Meter Replacement Program) | \$19,389.00 | \$1,938.90 | \$21,327.90 | \$8,250.00 | \$825.00 | \$9,075.00 | \$11,450.00 | \$1,145.00 | \$12,595.00 |
| 6345 Seville Avenue | Discovered During Field Inspections (Part of Large Meter Replacement Program) | \$9,133.00 | \$913.30 | \$10,046.30 | \$8,250.00 | \$825.00 | \$9,075.00 | \$8,450.00 | \$845.00 | \$9,295.00 |
| Quote Totals | | \$51,282.00 | \$5,128.20 | \$56,410.20 | \$43,600.00 | \$4,360.00 | \$47,960.00 | \$42,100.00 | \$4,210.00 | \$46,310.00 |

CONSIDERATION AND APPROVAL OF PURCHASE ORDER AND INSTALLATION OF FOUR SYSTEM GATE VALVES AND TWO HYDRANT VALVES REPLACEMENTS

April 21, 2020
Page 3 of 3

Below is the chart that summarizes the total costs and quotes from vendor for the hydrant valves replacement. We recommend J.A. Salazar as the lowest responsible bidder at \$18,590.00.

| Sheared Hydrant Valves: | | Vendor: Doty Bros Equipment Co. | | | Vendor: G. Hurtado Construction Inc. | | | Vendor: JA Salazar | | |
|-------------------------|---|---------------------------------|--|--------------|--------------------------------------|--|--------------|--------------------|--|--------------|
| Project Location | Reason for Replacement | Quote Amount | Inframark 10% mark-up per contract terms | Total Amount | Quote Amount | Inframark 10% mark-up per contract terms | Total Amount | Quote Amount | Inframark 10% mark-up per contract terms | Total Amount |
| 6050 Arbutus Avenue | Sheared Fire Hydrant (Vehicle Accident) Incident Date 5/19/2018 | \$21,034.00 | \$2,103.40 | \$23,137.40 | \$13,100.00 | \$1,310.00 | \$14,410.00 | \$8,200.00 | \$820.00 | \$9,020.00 |
| 2754 Gage Avenue | Sheared Fire Hydrant (Vehicle Accident) Incident Date 8/18/2018 | \$11,185.00 | \$1,118.50 | \$12,303.50 | \$15,950.00 | \$1,595.00 | \$17,545.00 | \$8,700.00 | \$870.00 | \$9,570.00 |
| Quote Totals | | \$32,219.00 | \$3,221.90 | \$35,440.90 | \$29,050.00 | \$2,905.00 | \$31,955.00 | \$16,900.00 | \$1,690.00 | \$18,590.00 |

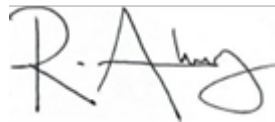
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



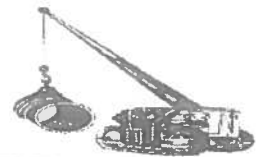
RAUL ALVAREZ
Assistant City Manager/Acting Public Works Director

ATTACHMENT(S)

A. Quotes from Vendors

Attachment “A”

Doty Bros. Construction Co.
11232 E. Firestone Blvd.
Norwalk, CA 90650
telephone (562) 864-6566 facsimile (562) 929-9368



PROPOSAL

March 31, 2020

Iris.ramos@inframark.com

**Inframark Water Infrastructure Services
6505 Rosemead Blvd. Suite 107
Pico Rivera, Ca 90660**

**Reference: Replace broken gate and hydrant valves at 3606 Grand Ave, 5923 Miles Ave,
6822 Santa Fe Avenue and 6345 Seville Avenue in Huntington Park.
Budget Proposal No. 10200227aREV1**

Attn: Iris Ramos,

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

DBCC has prepared its proposal and is submitting its price based on information provided by Fred Perez. No other documents shall define DBCC's work, or has been considered in the preparation of its price.

DBCC proposes to provide its work for the following price:

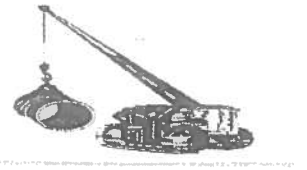
| | |
|--|--------------------|
| 1) Replace hydrant valve 3606 Grand Ave | \$ 11,575.00 |
| 2) Replace broken hydrant valve 5923 Miles Ave | \$ 11,185.00 |
| 3) Replace GV at 6822 Santa Fe Ave | \$ 19,389.00 |
| 4) <u>Replace GV at 6345 Seville Ave</u> | <u>\$ 9,133.00</u> |

Total\$ 51,282.00

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

Doty Bros. Construction Co., ("DBCC") hereby reserves its right to accept, reject, or negotiate applicable terms and conditions of any contract to be entered into, in good faith, with the customer upon award of the work, and by submission of this proposal DBCC shall not be bound to accept or perform the proposed work until terms are fully agreed to by both parties in writing.

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



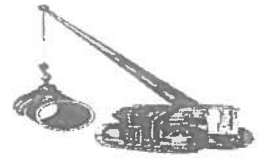
WE EXCLUDE THE FOLLOWING:

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

CLARIFICATIONS TO BUDGET PROPOSAL:

- Our budget proposal is based upon completing all work during normal working hours and night work.
- DBCC will not accept responsibility for damage to any unmarked or unknown substructures when reasonable care has been taken.
- If we encounter any soils or material that are considered hazardous or contaminated by the Federal Government, the State of California or any other agency having jurisdiction or authority, any and all costs for the handling, storage, transportation, disposal, etc., is to be treated as an extra to the contract. These additional costs and the responsibilities for these materials will be paid for and assumed by others.
- Offsets as may be required due to existing utilities and/or substructures shall be handled as extra work and performed on a Time & Material/Cost Plus basis.
- When rock is encountered that cannot be excavated efficiently with the backhoe used on the job, alternate methods or means will be employed to excavate said rock. Such alternate methods are defined as the use of (1) larger backhoes, (2) hand held pneumatic hammers, (3) mobile mounted impact hammer, (4) rock drills and blasting and/or any other methods as may be deemed required. All costs incurred due to these alternative methods will be handled on a Time and Material basis to the contract.
- De-watering of excavations due to groundwater and/or perched water conditions will be handled as extra work and shall include the use of pumps, gravel/rock, well-points or whatever methods may be deemed as necessary.
- Our budget proposal excludes tree removal, landscaping, irrigation, electrical and painting.
- Our budget proposal is based upon one move-in to complete all work. Each additional move-in will be at \$3,500 each.
- Our budget proposal is based upon unapproved plans and is subject to revision based upon issuance of signed/approved plans.
- If a Performance Bond is required, one will be provided at a premium rate of 1.5%.
- This budget proposal is based upon release of all retention money within thirty (30) days after completion of Doty's scope of work and not overall project completion.
- Any work that we have completed and has been accepted by the City of the appropriate agency and invoiced in a calendar month, unless otherwise specified above, is due and payable the following month in full with no retention held. Any invoices not paid when due shall draw interest at the rate of 1 1/2% per month (18% per annum.) until paid. If this rate exceeds the maximum rate allowed by law, the maximum legal rate shall apply.
- In the event that this agreement is placed with an attorney to enforce its provisions, the prevailing party shall be entitled to reasonable attorney fees and costs.
- This price is subject to the starting of construction within 90 days from this date.
- Adequate access to work site to be provided by the Owner/Agency.

Doty Bros. Construction Co.
11232 E. Firestone Blvd.
Norwalk, CA 90650
telephone (562) 864-6566 facsimile (562) 929-9368



This budget proposal defines the scope and price, and time if any, for the performance of the work by DBCC. In the event that you wish to award this work to DBCC, please prepare and submit any contractual documents (including a copy of the Owner/Prime Contract, if applicable) to the Contracts Administration office of DBCC. Our Contracts department will work with you to put a contract in place in a timely manner.

DBCC can proceed to schedule its work, order materials and mobilize to perform as soon as a fully executed contract is in place, and the California Preliminary Notice information has been provided.

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

Very truly yours,

David Maestro

David Maestro

Doty Bros. Construction Co.

Proposal

DOTY BROS. CONSTRUCTION CO.

Job Code: 10200227aREV1

Description: Inframark - Replace broken gate and hydrant vales at 3606 Grand Ave, 5923 Miles Ave 6822 Sanata Fe Ave and 6345 Seville Ave in Huntington Park

Job Code 10200227aREV1
Job Description Inframark - Replace broken gate and hydrant vales at 3606 Grand Ave, 5923 Miles Ave 6822 Sanata Fe Ave and 6345 Seville Ave in Huntington Park

Job Location 3606 Grand, 5923 Miles Ave 6822 Santa Fe Ave and 6345 Seville Ave
Job City Huntington Park
Job County Los Angeles
Job State CA

Bid Date
Bid Time 5:00:00 PM

| Proposal | | | | | | |
|-----------------------------|--------------|----------------------|----------|-----------------|------------|-------------|
| Line No. | Pay Item No. | Description | Quantity | Unit of Measure | Unit Price | Total Price |
| Subtotal Description | | | | | | |
| 3 | 01 | 3606 Grand Ave | 1.00 | Each | 11,575.00 | 11,575.00 |
| 4 | 02 | 5923 Miles Ave | 1.00 | Each | 11,185.00 | 11,185.00 |
| 1 | 03 | 6822 Santa Fe Avenue | 1.00 | Each | 19,389.00 | 19,389.00 |
| 2 | 04 | 6345 Seville Avenue | 1.00 | Each | 9,133.00 | 9,133.00 |
| Subtotal: | | | | | | 51,282.00 |
| GRAND TOTAL: | | | | | | 51,282.00 |

Proposal Certification

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

G. Hurtado Construction INC.

*Underground Construction *Storm Drains *Sewers *Water
 16130 Reiner Circle, Riverside CA, 92504
 Phone: (951)776-9903 Fax:(951)776-1567
 General Engineering License # A-645482
 Info@Ghurtado.com

BID PROPOSAL

TO:

Name
 Address Inframark

Date: 03/26/20
 Proposal #: 20-096 B

Project: Valve ReplacementLocation: Huntington Park

Attn: _____

HURTADO CONSTRUCTION PROPOSES TO FURNISH ALL LABOR, EQUIPMENT, AND MATERIALS TO COMPLETE THE FOLLOWING PROJECT.

| Item# | Description | Qty | Unit | Unit Price | TOTAL |
|---------------------------------|------------------------------------|-----|------|------------|---------------------|
| 3606 Grand Ave | | | | | |
| 1. | Traffic Control | 1 | EA | \$500.00 | \$ 500.00 |
| 2. | Pothole existing utilities | 1 | EA | \$500.00 | \$ 500.00 |
| 3. | Saw cut, remove and replace AC | 30 | SF | \$30.00 | \$ 900.00 |
| 4. | Replace Curb & Gutter | 10 | LF | \$110.00 | \$ 1,100.00 |
| 5. | Remove and Replace 6" Gate Valve | 1 | EA | \$3,500.00 | \$ 3,500.00 |
| 6. | Remove and Replace 6" Fire Hydrant | 1 | EA | \$6,500.00 | \$ 6,500.00 |
| Total 3606 Grand Ave: | | | | | \$ 13,000.00 |
| 5923 Miles Avenue | | | | | |
| 1. | Traffic Control | 1 | EA | \$500.00 | \$ 500.00 |
| 2. | Pothole existing utilities | 1 | EA | \$500.00 | \$ 500.00 |
| 3. | Saw cut, remove and replace AC | 80 | SF | \$25.00 | \$ 2,000.00 |
| 4. | Replace Curb & Gutter | 10 | LF | \$110.00 | \$ 1,100.00 |
| 5. | Remove and Replace 6" Gate Valve | 1 | EA | \$3,500.00 | \$ 3,500.00 |
| 6. | Remove and Replace 6" Fire Hydrant | 1 | EA | \$6,500.00 | \$ 6,500.00 |
| Total 5923 Miles Avenue: | | | | | \$ 14,100.00 |
| 6822 Santa Fe Ave | | | | | |
| 1. | Traffic Control | 1 | EA | \$3,000.00 | \$ 3,000.00 |
| 2. | Pothole existing utilities | 1 | EA | \$750.00 | \$ 750.00 |
| 3. | Saw cut, remove and replace AC | 25 | SF | \$40.00 | \$ 1,000.00 |
| 4. | Remove and Replace 6" Gate Valve | 1 | EA | \$3,500.00 | \$ 3,500.00 |
| Total 6822 Santa Fe Ave: | | | | | \$ 8,250.00 |
| 6345 Seville Ave | | | | | |
| 1. | Traffic Control | 1 | EA | \$3,000.00 | \$ 3,000.00 |
| 2. | Pothole existing utilities | 1 | EA | \$750.00 | \$ 750.00 |
| 3. | Saw cut, remove and replace AC | 25 | SF | \$40.00 | \$ 1,000.00 |

Total 6345 Seville Ave:

\$ 8,250.00

Note: Water and Sewer on plans have no call outs

If CMB is required it will be priced at \$ 35 a ton (price not included in bid)

Acceptance of Work and Authorization of PriceName of Person
Accepting WorkSignature of
Person
Accepting WorkTitle of Person
Accepting Work

Date

Subtotal \$ 43,600.00

GRAND TOTAL \$ 43,600.00

J.A. SALAZAR CONSTRUCTION & SUPPLY CORP

GENERAL ENGINEERING CONTRACTOR

License No. 743587 A, C34

613 N. Harbor Blvd

La Habra CA 90631

Tel (562) 691-3647 ~ Fax (562) 691-1092

PROPOSAL

March 26, 2020

Iris Ramos/Rick Barba

Inframark Water Infrastructure operations

Direct number (323) 501-3438

Location: Fire Hydrant Valve Replacement

We propose to provide and install the following, per your request:

- 5923 Miles Ave. replace 6"GV, FLXMJ **\$ 8,200.00**
- 6345 Seville Ave. replace 6"GV, FLxMJ **\$8,450.00**
- 6822 Santa Fe Ave. replace 6"GV FLxMJ **\$8,450.00**. loop replacement up to 2 loops **\$3,000.00**.
- 3606 Grand Ave. replace 6" complete fire hydrant assembly in kind, **\$14,000.00**.
- Restoration of concrete/asphalt based on conversation with Rick Barba.

Total All Services: \$42,100.00

Price good for 5 days from above date. Payment due upon completion of work.

Exclusions: Permits, engineering of any kind, traffic control plans, and compaction testing, concrete and paving outside of trench standards, slurry seal, slurry backfill/imported fill, backfill outside of trench standards, night work, reduced hours, concrete replacement, at effected are only, no score mark to score mark.

Please contact me if you have any questions. thank you.

Sincerely,

Jose Salazar
President



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 21, 2020

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

Dear Mayor and Members of the City Council:

RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SENATE BILL 1 THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2020-XX approving the Fiscal Year 2020-21 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017; and
2. Authorize staff to upload the resolution with the list of streets to the California Transportation Commission (CTC) website.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1), Road Repair and Accountability Act of 2017, to address transportation funding shortfalls statewide SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. SB1 established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund. Beginning in January 2018, the State Controller deposited funds generated from increased fuel taxes and vehicle registration fees into the RMRA. A portion of the RMRA funds are distributed on a monthly basis to the City for basic road maintenance, rehabilitation and critical safety projects on local streets and road systems.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. In order to be eligible for RMRA funding in Fiscal Year (FY) 2020-21, the City must adopt a resolution approving the list of projects to receive RMRA funding. Staff recommends that SB 1 funding be applied towards the following streets in accordance with the City's approved Pavement Management Plan.

RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SENATE BILL 1 THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

April 21, 2020

Page 2 of 3

| Street Name | Beginning Location | Ending Location |
|--------------------|----------------------------------|------------------------|
| Miles Avenue | 150' N/O 57 th Street | Florence Avenue |
| Santa Fe Avenue | 58 th Street | Florence Avenue |
| Malabar Street | Zoe Avenue | Gage Avenue |
| Gentry Street | Gage Avenue | Clarendon Avenue |
| Otis Street | Santa Ana Street | Salt Lake Avenue |
| Marbrisa Avenue | Florence Avenue | Mortimer Avenue |
| Cedar Street | Florence Avenue | Saturn Avenue |
| Regent Street | 760' N/O Gage Avenue | Zoe Avenue |

The next step following City Council approval and acceptance of the streets to be rehabilitated, SB 1 funding guidelines require staff to submit to the California Transportation Commission (CTC) the proposed project list and adopted resolution. The City's required local maintenance of effort (MOE) amount for FY 2020-21 is estimated to be \$1,137,529.

FISCAL IMPACT/FINANCING

Prior to receiving an apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds from the California State Controller in a fiscal year, the City must submit to the Commission an adopted list of projects proposed to be funded with SB 1 funds by May 1, 2020. All projects proposed to receive the fiscal year funding must be adopted by resolution per Streets and Highways Code Section 2034(a)(1).

The roadway segments listed intend to use a combination of MOE funds (\$1,137,529) and SB 1 RMRA funds (\$1,688,487), which have been made available by the Local Streets and Roads Funding Program and meets the intent of the funding as indicated in SHC Section 2030(a) and the 2020 Local Streets and Roads Funding Program Reporting Guidelines. The totality of these funds (\$2,826,016) are intended to be prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects.

**SB1 Road Repair and Accountability Act of 2017
New Local Streets & Roads Funding – Five Year Projections**

| 2020/21 | 2021/22 | 2022/23 | 2023/24 | 2024/25 |
|----------------|----------------|----------------|----------------|----------------|
| \$1,688,487 | \$1,788,691 | \$1,869,259 | \$1,952,084 | \$2,042,355 |

The estimated total project cost for the design, construction and management/oversight of the project is \$4.5 million. Once the City solicits an engineering firm to design and perform geotechnical exploration of the condition of the underlying pavement and structural section of the soil/base underneath the roadways, staff will present a more concise budget cost to the City Council for consideration and approval.

**RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL
YEAR 2020-21 FUNDED BY SENATE BILL 1 THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017**

April 21, 2020

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager/Acting Public Works Director

ATTACHMENT(S)

A. Resolution 2020-XX

Attachment “A”

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WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

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WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate several streets throughout the City this year and various similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City/County's streets and roads are in a fair to poor condition and this revenue will help the City increase the overall quality of our roadway network and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Pursuant to SB1, the following list of proposed projects will be funded in-part or solely with fiscal year 2020-21 Road Maintenance and Rehabilitation Account revenues:

| Street Name | Beginning Location | Ending Location |
|-----------------|----------------------------------|------------------|
| Miles Avenue | 150' N/O 57 th Street | Florence Avenue |
| Santa Fe Avenue | 58 th Street | Florence Avenue |
| Malabar Street | Zoe Avenue | Gage Avenue |
| Gentry Street | Gage Avenue | Clarendon Avenue |
| Otis Street | Santa Ana Street | Salt Lake Avenue |
| Marbrisa Avenue | Florence Avenue | Mortimer Avenue |
| Cedar Street | Florence Avenue | Saturn Avenue |
| Regent Street | 760' N/O Gage Avenue | Zoe Avenue |

SECTION 3. The previously proposed and adopted projects may utilize fiscal year 2020-21 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

| Street Name | Beginning Location | Ending Location |
|---------------|--------------------|------------------|
| Albany Street | Gage Avenue | Clarendon Avenue |
| Albany Street | Clarendon Avenue | Randolph Street |

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|-------------------|-------------------|-------------------|
| Albany Street | Randolph Street | Belgrave Avenue |
| Albany Street | Belgrave Avenue | Laura Avenue |
| Hill Street | State Street | City Limits |
| Hill Street | State Street | California Avenue |
| Hill Street | California Avenue | Salt Lake Avenue |
| Mortimer Avenue | Marbrisa Avenue | Santa Fe Avenue |
| Mortimer Avenue | Albany Street | Marbrisa Avenue |
| Mortimer Avenue | West City Limits | Albany Street |
| Santa Ana Street | State Street | City Limits |
| Santa Ana Street | State Street | California Avenue |
| Walnut Street | State Street | Mountain View Ave |
| Mountain View Ave | Walnut Street | Florence Avenue |

PASSED, APPROVED, AND ADOPTED this 21st day of April 2020.

Manuel “Manny” Avila, Mayor

ATTEST:

M. Susan Crum, Acting City Clerk



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 21, 2020

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT AND PROPOSALS NECESSARY TO CONTINUE AND COMPLETE CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a professional services agreement with Klimt Consulting LLC for a not-to-exceed amount of \$60,000 payable from Account No. 152-6010-451.73-10; and
2. Approve Inframark's Request for Proposal for water meter abandonment and replacement for a not-to-exceed amount of \$44,765.60 payable from Account No. 681-8030-461.73-10; and
3. Approve Infrastructure Engineers' Request for Proposal for Geotechnical Engineering Services for a not-to-exceed amount of \$25,000 payable from Account No. 152-6010-451.73-10; and
4. Authorize the City Manager to execute the Professional Services Agreements and Request for Proposals to continue and oversee the completion of the construction contract for CIP 2018-08 Huntington Park Greenway Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled December 17, 2019 City Council meeting, the City Council awarded the construction contract to Marina Landscape, Inc. (contractor) for CIP 2018-08 Huntington Park Greenway Project, also know and the Huntington Park Linear Park project. The City of Huntington Park (City) is the recipient of a park grant from the State of California Natural Resources Agency (CNRA). The project consists of enhancing a 0.5-mile linear, 6-acre greenway park-space utilizing ten (10) existing Los Angeles Department of Water and Power (LADWP) lots. The location of the 10 lots is south of Salt Lake Park, and is bound by Florence Avenue to the north, Santa Ana Street to the south, California Avenue to the east and State Street to the west. This grant benefits the City by

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT AND PROPOSALS NECESSARY TO CONTINUE AND COMPLETE CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

April 21, 2020

Page 2 of 4

adding open greenspace and utilizing an existing environment where our residents can walk and bike for recreational purposes and improves the overall health and wellness of our community.

The License Agreement between LADWP and the City was fully executed on March 12, 2020 and allowed the City and its contractor to commence the improvement project. The following recommendations are intended to ensure that the City complies with CNRA's grant requirements and LADWP's restrictions and conditions as stipulated in the agreement.

Klimt Consulting LLC

The Labor Compliance program officer monitors and enforces the proper reporting of State of California prevailing wages, fringe benefits, apprenticeship utilization and the resolution of worker wage violations. Responsibilities include educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to ensure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) prevailing wage statutes and regulations.

Based on this condition, City staff initiated a RFP for labor compliance services from Klimt Consulting LLC (Klimt) based on Klimt's preexisting project knowledge and expertise as the program coordinator. Staff recommends the approval of Klimt's proposal and the execution of a professional services agreement (PSA) to provide labor compliance services.

Inframark

The state funding agency stipulated the use of the California Code of Regulations Title 23. Waters Division 2. Department of Water Resources Chapter 2.7. Model Water Efficient Landscape Ordinance, through which the landscape architects needed to follow drought tolerant and water conservation specifications on the overall design of the green open space project. Each of the ten LADWP contained separate water meters and the current design enabled the use of two (2) water meters to feed the ten lots. The effective and efficient use of water distribution throughout the project nullified the need for eight (8) water meters.

Inframark is the water operator for the City and is responsible for all infrastructure improvements related to the system. City staff initiated a RFP for the removal and abandonment of the eight water meters and installation of two new water meters per the approved plans and specifications. Staff recommends the approval of Inframark's proposal and the issuance of a purchase order to immediately commence the work and minimize any potential delays in the project schedule.

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT AND PROPOSALS NECESSARY TO CONTINUE AND COMPLETE CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

April 21, 2020

Page 3 of 4

Infrastructure Engineers

At the July 16, 2019 City Council meeting, the City Council authorized the City Manager to execute the RFP for construction management and inspection services (CM). CM services are the overall planning, coordination, inspection and control of a project from beginning to completion.

LADWP reviewed the plans and project specifications between July 2019 and the acceptance of the agreement by LADWP's governing body in late February of 2020. LADWP conditioned the City to construct a 20-foot service maintenance roadway for vehicular access. This addition of the roadway and other related substructures requires the expertise from a Geotech. The geotechnical engineer must assess the structural integrity of the soil which supports the roadway. The characterization and evaluation of the soil type is critical to the performance of pavement roadway. The geotechnical engineer determines the soil properties and characteristics to be used in the construction of the pavement surface. The Geotech tests the soil strength, applicable modulus (or stiffness) and volumetric stability of the pavement structure.

Based on this condition, City staff initiated a RFP for geotechnical services from Infrastructure Engineers (IE) as the CM under the currently approved augmentation contract. Staff recommends the approval of IE's proposal to provide geotechnical services and the issuance of a purchase order to complete this task.

LEGAL REQUIREMENT

The City Attorney's Office will review the contract and agreement in conformance with all applicable State, local and public contracting codes and will consent for proper execution by the City Manager.

FISCAL IMPACT/FINANCING

At the December 17, 2019 City Council meeting, the City Council approved the project budget of \$3,909,623.27 for construction and construction management of the project payable from the following Account Numbers:

| TABLE 1 | |
|--------------------------------|----------------|
| Account No. 152-6010-451.76-08 | \$3,504,525.15 |
| Account No. 681-8030-431.76-08 | \$405,098.12 |
| Total = | \$3,909,623.27 |

The adopted Capital Improvement Program Fiscal Year 2019-20 budget allocated \$4,135,000 from Account No. 152-6010-451.73-10 for the project, reimbursable through the CNRA grant.

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT AND PROPOSALS NECESSARY TO CONTINUE AND COMPLETE CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

April 21, 2020

Page 4 of 4

The updated expenditures summarized in the table below fall in line with the executed funding agreement between CNRA and the City (Grant #U29113-0 – Exhibit A-1):

| TABLE 2 | | | |
|---|--|--|--|
| Items | Additional Project Budget 4/15/2020 | Account Number 152-6010-451.76-08 | Account Number 681-8030-461.76-08 |
| Construction Administration – Klimt Consulting LLC | \$60,000.00 | \$60,000.00 | \$0.00 |
| Permit/CEQA – Geotechnical Reports and Topo Survey – Infrastructure Engineers | \$25,000.00 | \$25,000.00 | \$0.00 |
| Site Construction – Inframark | \$44,765.60 | \$0.00 | \$44,765.60 |
| Total = | 129,765.60 | \$85,000.00 | \$44,765.60 |

Staff recommends approval of the expenditures as summarized in Table 2 for a not-to-exceed amount of \$129,765.60.

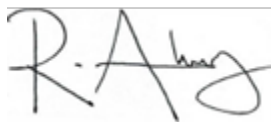
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager/Acting Public Works Director

ATTACHMENT(S)

- A. Klimt Consulting LLC – Professional Services Agreement
- B. Inframark – Proposal
- C. Infrastructure Engineers – Proposal

Attachment “A”



PROFESSIONAL SERVICES AGREEMENT

Klimt Consulting LLC: CIP 2018-08 Huntington Park Greenway Project

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **April 21, 2020** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Klimt Consulting LLC (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on April 21, 2020, the Huntington Park City Council at its Regular scheduled meeting approved the Professional Services Agreement to the CONSULTANT to provide labor compliance services as part of of 2018-08 Huntington Park Greenway Project; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of April 21, 2020.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, 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 as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$60,000 DOLLARS (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to CONSULTANT.

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

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the

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

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience

necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

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

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTs and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent

acts and/or omissions of its employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

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

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto) or if CONSULTANT does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of

subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

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

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of

CONSULTANT to indemnify and hold harmless pursuant to this subsection does not include an upfront duty to defend. CONSULTANT will reimburse the CITY Indemnitees' reasonably incurred defense fees and costs to the extent they are determined to have been caused by the negligence, recklessness or willful misconduct of CONSULTANT, or as the parties otherwise agree in settlement. CONSULTANT's obligation to indemnify does not apply to the extent that it is finally adjudicated that the liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be in proportion to the established comparative liability.

- 4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party

(hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

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

or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - i. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which

they were prepared and should the CITY reuse or modify them without CONSULTANT'S consent, it does so at its sole risk.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

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

CONSULTANT:

Klimt Consulting LLC
111 N. Brea Avenue, Suite 610
Inglewood, CA 90301
Attn: Renea Ferrell, President
Manager Phone: (310) 988-8304
Email: rferrell@klimtllc.com

CITY:

City of Huntington Park
Public Works
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

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

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes
City Manager

KLIMT CONSULTING LLC

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)



April 13, 2020

Raul Alvarez
Assistant City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

SUBJECT: Labor Compliance Request for Services for City of Huntington Park Urban Greening Project

Dear Mr. Alvarez,

Klimt Consulting, LLC is delighted to hereby submit to City of Huntington Park Request for Services (RFS) for "Labor Compliance Request for Services for the Urban Greening Project". Klimt Consulting, LLC was established in 2017. We provide an array of services such as labor compliance; project and program management; community outreach; grant administration and HUD program administration. Our experience expands over 20 years combined with our knowledgeable staff members.

Our staff has the expertise and proficiency in both state and federal labor compliance regulations that can support the City of Huntington Park in fulfilling their obligation with the State of California, Department of Industrial Relations. Please see attached proposed Scope of Services.

I would like to thank you for the opportunity to submit this RFS and look forward to working with you on this project. Please do not hesitate to contact me at (310) 988-8304 or via email at rferrell@klimtllc.com with any questions you may have.

Respectfully,

A handwritten signature in black ink, appearing to read "Renee Ferrell", is written over a circular stamp. The signature is fluid and cursive.

Renee Ferrell
President

SCOPE OF SERVICES

Prepare necessary documentation to be sent to the State on behalf of the City.

Attend (virtually or phone conference- due to coronavirus) and conduct meetings with the City, prime contractor, and subcontractors as it relates to state prevailing wage compliance regulations.

Verify State debarment verification, Public Works Contractor (PWC) Registration and Contractors State License Board (CSLB) Registration, City Required Insurance and City Business License for both prime contractor and all sub-contractors.

Verify state wage determinations and trade classifications for the project.

Assist in responding to state prevailing wage compliance questions from the awarding agency and attend any meetings as necessary (virtually or phone conference- due to coronavirus).

Maintain updates on state prevailing wage compliance regulations throughout the project.

Receive, review, and maintain Certified Payroll Records and related documents to assure compliance with state prevailing wage laws for both prime contractor and subcontractors.

Identify potential state prevailing wage compliance claim issues before they arise and investigate probable violations and complaints of underpayment.

Verify the state registration of apprentices in the craft or trade being performed.

Verify compliance with applicable state apprentice wage rates.

Verify compliance with applicable state apprentice to journeymen ratio compliance.

Travel to job site and City Hall, when necessary.

Create Project ID cards for personnel on the job site: provide information on applicable wage rates, job titles/classifications, fringe benefits, duties, etc. in preparation for on-site interviews.

Conduct worker interviews

Provide bi-monthly reports on the state prevailing wage compliance status of the project and recommend retention for delinquent and/or inadequate certified payroll records.

Assist contractor and subcontractors with the completion of required state prevailing wage compliance documentation and wage determinations.

Create binders for state prevailing wage compliance files.

This Request for Services (RFS) is for the above "Scope of Services" only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

PROPOSED PROJECT COST

NOT TO EXCEED \$60,000 (Based on a 120 working day project, 1 Prime Contractor, 5 Subcontractors, IE, CCC and Concrete Provider)

8-monthly payments of \$7,500 (Flat Fee)

In addition, this price does not include any sub-tier contracting.

Attachment “B”

April 6, 2020

City of Huntington Park
Attn: Cesar Roldan
6550 Miles Avenue
Huntington Park, CA 90255

Re: Greenway Project Water Services and Abandonments Proposal

Dear Cesar,

Per your request, attached please find the vendor quote for the installation of (2) New 2-inch water service connections and (10) water service abandonments for HP Greenway Project.

Please provide your approval to proceed accordingly.

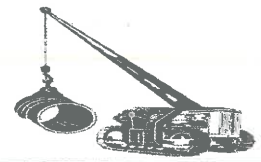
| Project Description | Quote Amount | Inframark 10% mark-up per contract terms | Total Amount |
|--|--------------|--|--------------|
| (2) New 2-inch water service connections and 10-water service abandonments for HP Greenway project | \$40,696.00 | \$4,069.60 | \$44,765.60 |

Sincerely,

A handwritten signature in black ink, appearing to read "Iris Ramos", is positioned above the printed name.

Iris Ramos
Area Manager-Southern California
Inframark

Doty Bros. Construction Co.
11232 E. Firestone Blvd.
Norwalk, CA 90650
telephone (562) 864-6566 facsimile (562) 929-9368



PROPOSAL

January 16, 2020

Iris.ramos@inframark.com

Inframark Water Infrastructure Services
6505 Rosemead Blvd. Suite 107
Pico Rivera, Ca 90660

Reference: Install 2-2" Services with 10 service abandonments, backfill and restore excavation at SCE rite-a-way from Santa Ana St to Live Oak St Huntington Park, Ca.
Budget Proposal No. 10200115a

Attn: Iris Ramos,

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

DBCC has prepared its proposal and is submitting its price based on information provided by Fred Perez. No other documents shall define DBCC's work, or has been considered in the preparation of its price.

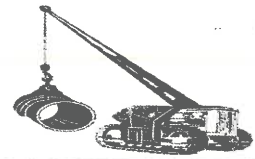
DBCC proposes to provide its work on a Time & Material basis for the following budget price:

| | |
|---|---------------------|
| 1) Install 2" services..... | \$ 13,450.00 |
| 2) Abandon 10 services..... | \$ 9,500.00 |
| 3) Compaction testing..... | \$ 2,171.00 |
| 4) <u>Asphalt and Concrete restoration.....</u> | <u>\$ 15,575.00</u> |
| Total..... | \$ 40,696.00 |

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

Doty Bros. Construction Co., ("DBCC") hereby reserves its right to accept, reject, or negotiate applicable terms and conditions of any contract to be entered into, in good faith, with the customer upon award of the work, and by submission of this proposal DBCC shall not be bound to accept or perform the proposed work until terms are fully agreed to by both parties in writing.

This budget proposal is an offer to provide services under these exact terms only and is limited to acceptance of these exact terms without modification. Any additional or different terms in your acceptance will be construed as proposals and will not become part of our contract with you unless we agree in writing to your additional terms. Until receipt of written acceptance, we retain



the right to change or withdraw this proposal based on scope, site or contract conditions or terms not previously known.

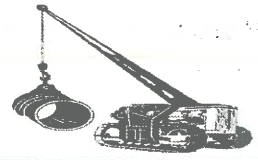
WE EXCLUDE THE FOLLOWING:

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

CLARIFICATIONS TO BUDGET PROPOSAL:

- Our budget proposal is based upon completing all work during normal working hours and night work.
- DBCC will not accept responsibility for damage to any unmarked or unknown substructures when reasonable care has been taken.
- If we encounter any soils or material that are considered hazardous or contaminated by the Federal Government, the State of California or any other agency having jurisdiction or authority, any and all costs for the handling, storage, transportation, disposal, etc., is to be treated as an extra to the contract. These additional costs and the responsibilities for these materials will be paid for and assumed by others.
- Offsets as may be required due to existing utilities and/or substructures shall be handled as extra work and performed on a Time & Material/Cost Plus basis.
- When rock is encountered that cannot be excavated efficiently with the backhoe used on the job, alternate methods or means will be employed to excavate said rock. Such alternate methods are defined as the use of (1) larger backhoes, (2) hand held pneumatic hammers, (3) mobile mounted impact hammer, (4) rock drills and blasting and/or any other methods as may be deemed required. All costs incurred due to these alternative methods will be handled on a Time and Material basis to the contract.
- De-watering of excavations due to groundwater and/or perched water conditions will be handled as extra work and shall include the use of pumps, gravel/rock, well-points or whatever methods may be deemed as necessary.
- Our budget proposal excludes tree removal, landscaping, irrigation, electrical and painting.
- Our budget proposal is based upon one move-in to complete all work. Each additional move-in will be at \$3,500 each.
- Our budget proposal is based upon unapproved plans and is subject to revision based upon issuance of signed/approved plans.
- If a Performance Bond is required, one will be provided at a premium rate of 1.5%.
- This budget proposal is based upon release of all retention money within thirty (30) days after completion of Doty's scope of work and not overall project completion.
- Any work that we have completed and has been accepted by the City of the appropriate agency and invoiced in a calendar month, unless otherwise specified above, is due and payable the following month in full with no retention held. Any invoices not paid when due shall draw interest at the rate of 1 1/2% per month (18% per annum.) until paid. If this rate exceeds the maximum rate allowed by law, the maximum legal rate shall apply.
- In the event that this agreement is placed with an attorney to enforce its provisions, the

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prevailing party shall be entitled to reasonable attorney fees and costs.

- This price is subject to the starting of construction within 90 days from this date.
- Adequate access to work site to be provided by the Owner/Agency.

This budget proposal defines the scope and price, and time if any, for the performance of the work by DBCC. In the event that you wish to award this work to DBCC, please prepare and submit any contractual documents (including a copy of the Owner/Prime Contract, if applicable) to the Contracts Administration office of DBCC. Our Contracts department will work with you to put a contract in place in a timely manner.

DBCC can proceed to schedule its work, order materials and mobilize to perform as soon as a fully executed contract is in place, and the California Preliminary Notice information has been provided.

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

Very truly yours,

David Maestro

David Maestro

Doty Bros. Construction Co.

Proposal**DOTY BROS. CONSTRUCTION CO.**

Job Code: 10200115a

Description: Inframark - Install 2-2 inch service and abandon 10 services at SCE Rite-a-way Santa Ana St and Live Oak ST
Huntington Park

Job Code 10200115a

Job Description Inframark - Install 2-2 inch service and abandon 10 services at SCE Rite-a-way Santa Ana St and Live Oak ST Huntington Park

Job Location SCE Rite-a-way Santa Ana St and Live Oak ST

Job City Huntington Park

Job County Los Angeles

Job State CA

Bid Date

Bid Time 5:00:00 PM

| | | Proposal | | | | |
|----------|--------------|----------------------|----------|-----------------|--------------|-------------|
| Line No. | Pay Item No. | Description | Quantity | Unit of Measure | Unit Price | Total Price |
| | | Subtotal Description | | | | |
| 1 | 01 | Install 2" services | 2.00 | Each | 6,725.00 | 13,450.00 |
| 2 | 02 | Abandon 10 services | 10.00 | Each | 950.00 | 9,500.00 |
| 3 | 03 | Compaction Testing | 1.00 | LS | 2,171.00 | 2,171.00 |
| 4 | 04 | Restoration | 1.00 | Each | 15,575.00 | 15,575.00 |
| | | | | | Subtotal: | 40,696.00 |
| | | | | | GRAND TOTAL: | 40,696.00 |

Proposal Certification

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

Attachment “C”

REQUEST FOR SERVICES

City of Huntington Park

TO: Ricardo Reyes, City Manager
DATE: April 14, 2020
FROM: Steve Forster, Senior Vice President
SUBJECT: **Greenway Linear Park Project – Geotechnical Services**

Acct. No.: _____

Type of Project: ☒ Public Works ☐ Community Development ☐ Traffic ☐ Park and Rec.

Description of Request: The scope for geotechnical services includes the Project Management, Construction Management, Inspection and Administration of the project as it relates to the following service:

Geotechnical Investigation: Prepare any required geotechnical reports for compaction and agronomy related to improvements of the Greenway Linear Park Project. The soil report will contain soil classification, in-place density, characteristics of sub-grade material, relative compaction, sand equivalency, and soil stability. The Geotechnical report will include recommendations for pavement section if unsuitable subgrade is encountered.

| TASK | DESCRIPTION | COST |
|-------|-------------------------------------|-----------|
| 1 | Geotechnical Testing and Evaluation | \$ 25,000 |
| TOTAL | | \$ 25,000 |

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____
Projected Date of Completion: July 31, 2020
Project Manager: Steve Forster
Estimated Cost of Services: \$25,000



Steve Forster, Senior Vice President

4/14/2020

Date

APPROVED TO PROCEED:

Ricardo Reyes, City Manager

Date