

# **CITY OF HUNTINGTON PARK**

## **City Council Regular Meeting Agenda**

**Tuesday, June 16, 2020**

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

**Manuel “Manny” Avila**  
Mayor

**Graciela Ortiz**  
Vice Mayor

**Karina Macias**  
Council Member



**Marilyn Sanabria**  
Council Member

**Eduardo “Eddie” Martinez**  
Council Member

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

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

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

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

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

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

### **Public Comment**

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

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

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

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

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

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

### **Additions/Deletions to Agenda**

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

### **Important Notice**

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

### **CALL TO ORDER**

### **ROLL CALL**

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

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **PRESENTATION(S)**

1. Hispanic Heritage Month Presentation
2. 2020 Huntington Park Schools Graduations Presentation
3. Pride Month Presentation

### **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 LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(1)(d)  
Name of case: Humberto Lozano (deceased) v City of Huntington Park  
Claim No. 16-126100

**RECONVENE TO OPEN SESSION**

**CLOSED SESSION ANNOUNCEMENT**

**CONSENT CALENDAR**

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

**OFFICE OF THE CITY CLERK**

1. **Approve Minute(s) of the following City Council Meeting(s):**
  - 1-1. **Regular City Council Meeting held June 2, 2020**

**FINANCE**

2. **Approve Accounts Payable and Payroll Warrant(s) dated June 16, 2020**

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**CITY MANAGER**

3. **CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO PRIME STRATEGIES LLC PROFESSIONAL SERVICES AGREEMENT**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve the Second Amendment to Prime Strategies LLC Professional Services Agreement; and
2. Approve an appropriation in the amount of \$120,000 from account #275-9750-465.56-41; and
3. Authorize the City Manager to execute the Second Amendment to the Professional Services Agreement.



**4. APPOINTMENTS OF CITY COUNCIL MEMBERS TO THE VARIOUS OUTSIDE COMMITTEES.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appointment to the following:
  - a. L.A. County Sanitation District (Temporary Alternate)

**FINANCE**

**5. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK ("IBANK") FOR FINANCING A CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING OF A CAPITAL IMPROVEMENT PROJECT IF IBANK APPROVES SAID APPLICATION, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2020-47 – A Resolution of the City Council of the City of Huntington Park Authorizing the Submission of an Application to the California Infrastructure and Economic Development Bank ("IBank") for Financing a Capital Improvement Project, Authorizing the Incurring of an Obligation Payable to IBank for the Financing of a Capital Improvement Project if IBank Approves Said Application, Declaration of Official Intent to Reimburse Certain Expenditures from the Proceeds of an Obligation, and Approving Certain Other Matters in Connection Therewith

**HUMAN RESOURCES**

**6. CONSIDERATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK POLICE MANAGEMENT ASSOCIATION (HPPMA)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Memorandum of Understanding (MOU) between the City of Huntington Park and the Huntington Park Police Management Association (HPPMA) for the period July 1, 2019 through June 30, 2024 in substantially the form provided; and

2. Provide the authority to the City Manager to finalize the language of the MOU to implement mutually agreed upon language modifications and authorize him to execute the agreement once all terms are finalized.

#### **COMMUNITY DEVELOPMENT**

##### **7. CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR TRANSIT ORIENTED DISTRICT OVERSIGHT SUPPORT SERVICES BY AND BETWEEN ECO-RAPID AND THE CITY OF HUNTINGTON PARK**

1. Approve the Agreement with Eco-Rapid Transit to provide support services for the Transit Oriented Community SB1 Planning Grant; and
2. Authorize City Manager to execute the agreement and related documents.

#### **PUBLIC WORKS**

##### **8. CONSIDERATION AND APPROVAL OF DYNAMIC WELL VIDEO INVESTIGATION, SEDIMENT REMOVAL AND SPOT REPAIRS AS PART OF WELL 16 START UP**

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

1. Approve Well 16 improvements in the amount of \$143,785; and
2. Approve a budget appropriation transfer in the amount of \$143,785 from account number 681-8030-461.73-10 to account number 681-8030-461.76-10; and
3. Authorize the City Manager to execute Inframark's proposals and issue purchase orders.

#### **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, July 7, 2020 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 12<sup>Th</sup> day June 2020.



---

Sergio Infanzon, Acting City Clerk



**ITEM 1**

**DRAFT OF MINUTES REGULAR MEETING JUNE2, 2020**



## **MINUTES**

### **Regular Meeting of the City of Huntington Park City Council Tuesday, June 2, 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 6:02 p.m. on Tuesday, June 2, 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; Alvarez-Glasman, Legal; Araceli Almazan, Legal; Raul Alvarez, Assistant City Manager; Sergio Infanzon, Director of Community Development/Acting City Clerk; ABSENT: Nita McKay, Director of Finance & Administrative Services; Cynthia Norzagaray, Director of Parks & Recreation.

### **INVOCATION**

Invocation was led by Council Member Sanabria.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Martinez

### **PRESENTATIONS**

The Huntington Park Police Department Southeast Regional Mental Evaluation Team (SERMET) conducted a presentation about the daily activities they perform and the resources the City provides to the residents of the city throughout this program.

### **PUBLIC COMMENT**

1. Huntington Craft, a business owner stated she was attending the council meeting for informational purposes.
2. HP Chamber of Commerce, Leticia Martinez, Executive Director, stated she was there for item No. 4 and after speaking with business owners voiced her concern about the resolution supporting an increase on higher taxes for the properties that may result on higher costs for the small business owners. Therefore, many of them are not in favor. Also, in the minutes from the previous meeting, the allocations and approvals for the HUD CDBG funds and COVID-19. There are no notes of official voting on this item.



She also stated that the staff report for Item 7 was not included in the agenda pocket and asked for a copy.

The following Public Comment was submitted electronically within the allotted time and was read by Acting City Clerk, Sergio Infanzon.

3. Gregory Hammond, submitted a comment via email in support of protecting fireworks freedom in Huntington Park.

**STAFF RESPONSE** – City Manager Ricardo Reyes asked the members to consider pulling the minutes of the regular May 19 meeting to ensure they are properly drafted and adopted before they are available for the public record. Emergency meeting minutes are correct. In regards of Item 7, a copy of the staff report is available for the public outside the chamber.

**Motion:** Council Member Sanabria moved to hold the minutes from the previous regular meeting for review, seconded by Vice Mayor Ortiz, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

Vice Mayor Ortiz also stated for clarification, that Mrs. Martinez was correct and the minutes needed to be revised. In addition, Vice Mayor Ortiz indicated that the application for small businesses was going to be ready in the following days.

Council Member Sanabria clarified that based on the public comment submitted electronically about legal fireworks was not going to be considered during the meeting and Vice Mayor Ortiz confirmed that what was included in the agenda for discussion was the use of illegal fireworks.

At 6:58 p.m., City Attorney Aracely Almazan recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
City of Huntington Park v. County of Los Angeles, Dean Logan, County Registrar-Recorder, et al.
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2)  
One matter involving the County of Los Angeles

At 7:34 p.m., Mayor Avila reconvened to open session with all Council Members present.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Aracely Almazan announced all five Council Members were present and briefed on closed session items 1 & 2. 1). No final action was taken, nothing to report. 2). No action was taken, nothing to report.

## **CONSENT CALENDAR**

**Motion:** Council Member Sanabria moved to approve the consent calendar without the minutes from the May 19, Regular Meeting, 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

## **OFFICE OF THE CITY CLERK**

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

1-1. Emergency City Council Meeting held May 19, 2020

## **FINANCE**

### **2. Approve Accounts Payable and Payroll Warrant(s) dated June 2, 2020**

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

## **CITY MANAGER**

### **3. APPOINTMENTS, RE-APPOINTMENTS AND REMOVAL (IF NECESSARY) BY COUNCIL MEMBERS TO THE VARIOUS CITY COMMISSIONS.**

City Manager Ricardo Reyes presented the item.

Council Member Martinez appointed Illy Baltazar to the Health and Education Commission and Alanis Rodriguez to the Youth Commission

Council Member Sanabria asked for the applications submitted for the Youth and Civil Service Commissions for her to review.

**4. CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF THE CALIFORNIA SCHOOLS AND LOCAL COMMUNITIES FUNDING ACT OF 2020**

City Manager Ricardo Reyes presented the item.

**Motion:** Council Member Sanabria moved to approve the Resolution in support of the California Schools and Local Communities Funding Act of 2020, 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

**5. CONSIDERATION AND APPROVAL OF LETTER TO CALIFORNIA GOVERNOR GAVIN NEWSOME SEEKING RETENTION OF LOCAL TAX REVENUE**

**Motion:** Mayor Avila moved to approve the letter to California Governor Gavin Newsome seeking retention of local tax revenue, 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

**COMMUNITY DEVELOPMENT**

**6. DISCUSSION AND/OR ACTION REGARDING ILLEGAL FIREWORKS**

City Manager Ricardo Reyes presented the item.

Council Member Martinez read a list of recommendations to staff for consideration and implementation of a program to report illegal fireworks and expand community outreach by educating the community on this problem affecting the families.

**PUBLIC WORKS**

**7. CONSIDERATION AND APPROVAL OF INDUSTRIAL WASTE AND DISPOSAL SERVICES AGREEMENT WITH WASTE MANAGEMENT FOR SOIL REMOVAL AS PART OF THE PRE-CONSTRUCTION PHASE OF AN AQUATIC CENTER AND RELATED AMENITIES AT SALT LAKE PARK**

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

## **REGULAR AGENDA (CONTINUED)**

### **PUBLIC WORKS ITEM 7 (CONTINUED)**

**Motion:** Council Member Sanabria moved to approve an industrial waste and disposal services agreement with Waste Management for soil removal as part of the pre-construction phase of an aquatic center and related amenities at Salt Lake Park, 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

### **END OF REGULAR AGENDA**

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

City Manager Ricardo Reyes thanked staff and management team their commitment during these challenging times.

Chief of Police Cosme Lozano informed Council that the police department every year runs a fireworks informational campaign associated to the 4<sup>th</sup> of July and they will provide a flyer to the public that includes the guidelines and information about possible fines if the public act outside them. He also thanked the members of the Council for allowing the SERMET team to make a presentation and the support provided to this team.

**WRITTEN COMMUNICATIONS** – None.

### **COUNCIL COMMUNICATIONS**

Council Member Martinez thanked the staff. He brought awareness about the Census and how important it is to participate and send our responses. He asked the public to talk to their neighbors to make sure they are counted. He also talked about the difficult times we all are experiencing related to COVID-19 so this is a time to reflect on the things we need to do to create the change needed in our community. We don't need to have another murder in our community. This is an opportunity for all to reflect, be aware on how we can get to a better place.

Council Member Sanabria thanked all staff. She also reminded everyone that on Sunday, June 7, they were going to partner with a non-profit to provide a food give away to the community. She also mentioned that for all of those protesting out there to do it safely.

Council Member Macias thanked staff for their help during these difficult times and all the employees that attended the last food distribution to the community. There were about 2000 families that received help and it was possible due to the support from everyone

from the City of Vernon and our City. She also announced another food distribution taking place on Sunday, June 7. She mentioned that if residents were going to protest, to do it in a peaceful way.

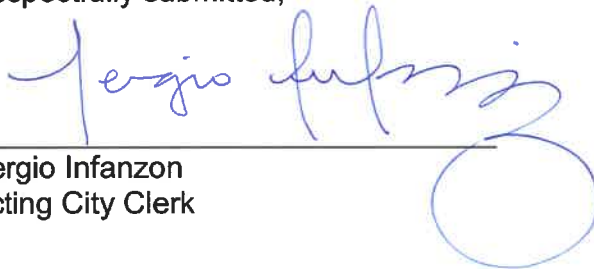
Vice Mayor Ortiz congratulated all graduates that couldn't get that graduation that they dreamed about since they were kids. She also stated that these type of situations make us stronger and send a message to all of them graduating this year. She stated that she was glad Council Member Martinez brought up the issue about the illegal fireworks, because it is a problem out there for our community. She also thanked the City Manager, Assistant City Manager and the Chief of Police for their commitment and assistance during the time the protests were taking place around.

Mayor Avila thanked the chief of police, public works, city manager and the work done to prevent the vandalism in our city. He adjourned the meeting in the name of all the victims of the Corona Virus in the state of California.

### **ADJOURNMENT**

Mayor Avila adjourned the meeting at 8:07 p.m., to a Regular Meeting on Tuesday, July 16, 2020 at 6:00 P.M.

Respectfully submitted,



Sergio Infanzon  
Acting City Clerk

**ITEM 2**

**Approve Accounts Payable &  
Payroll Warrant(s) dated June 16, 2020**





## City of Huntington Park

### List of Funds

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



**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 6-16-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ALFARO COMMUNICATIONS CONSTRUCTION	1	206-8080-431.76-02	I-PARK SYSTEM IMPLEMENTATION	423,631.60
	1	222-8010-431.76-02	I-PARK SYSTEM IMPLEMENTATION	27,221.30
AMAZON.COM SERVICES, INC.	13NR-Q7CK-4RYH	111-6020-451.61-35	P&R OFFICE SUPPLIES	\$450,852.90
				57.25
AMERICAN EXPRESS	F807508	111-0110-411.58-24	COUNCIL OFFICE SUPPLIES	2,114.45
	1QQMAGZDAK	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	26.45
	23MZXD8CBP	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	31.95
	477289554800	111-0210-413.53-10	ADMIN OFFICE EQUIPMENT	44.04
	47728992100	111-0210-413.53-10	ADMIN OFFICE EQUIPMENT	44.09
	48092937900	111-0210-413.53-10	ADMIN OFFICE EQUIPMENT	44.09
	13T5QWRUAEJ	111-0210-413.56-41	ADMIN AMAZON MEMBERSHIP	14.32
	NT_H2JN7SDL	111-0210-413.56-41	ADMIN CANVA PRO	12.95
	P2819924744	111-0210-413.56-41	ADMIN FACEBOOK ADVERTISE	20.00
	NT_H1GBNVOE	111-0210-413.74-10	ADMIN CELL EQUIPMENT	26.43
	NT_H8LH8BO9	111-0210-413.74-10	ADMIN CANVA	5.54
	406395254WD	111-0240-466.55-42	CENSUS SUPPLIES	15.00
	84717070119	111-0240-466.55-42	CENSUS SUPPLIES	35.00
	020593433	111-6010-466.55-55	P&R-FOOD PANTRY VOLNTEERS	346.79
	021601867	111-6010-466.55-55	P&R-FOOD PANTRY VOLNTEERS	46.24
	3037411	111-7010-421.59-15	PD COURSE CREDIT	-229.00
	3037412	111-7010-421.59-15	PD COURSE CREDIT	-229.00
	73011000115	111-7010-421.59-15	CALIFORNIA ASSOCIATION	50.00
	1HR3PR10QRR	111-7010-421.61-20	PD RADIO CHARGER	152.03
	820602907	111-7010-421.61-20	PD ADOBE ACROBAT	14.99
	NT_H6ROER3M	111-7010-421.61-20	PD SOFTWARE PURCHASE	490.71
	NT_H7BP9YU	111-7010-421.61-20	PD SOFTWARE PURCHASE	15.00
	04090100242	111-8095-431.61-50	PW GRAFFITI SUPPLIES	7,949.48
	000054307	111-9010-490.61-60	PD COVID-19 SUPPLIES	228.00
	000335634	111-9010-490.61-60	PD COVID-19 SUPPLIES	3,600.00
	10036416062	111-9010-490.61-60	PD COVID-19 SUPPLIES	85.96
	10036633621	111-9010-490.61-60	PD COVID-19 SUPPLIES	772.99
	10036974766	111-9010-490.61-60	PD COVID-19 SUPPLIES	214.99
	10037139003	111-9010-490.61-60	PD COVID19 SPPLIES CREDIT	-85.96
	10037149971	111-9010-490.61-60	PD COVID-19 SUPPLIES	227.17
	10037184	111-9010-490.61-60	PD COVID-19 SUPPLIES	135.59
	245362	111-9010-490.61-60	PD COVID-19 SUPPLIES	900.00
	4055950045A	111-9010-490.61-60	CALLFIRE.COM EXPENSE	10.00
	405GIJNS103	111-9010-490.61-60	ADMIN COVID-19 SUPPLIES	47.28
	43080873	111-9010-490.61-60	PD VOVID-19 SUPPLIES	1,447.66
	48090002	111-9010-490.61-60	PD VOVID-19 SUPPLIES	240.00
	4G1B2UAL0RS	111-9010-490.61-60	ADMIN COVID-19 SUPPLIES	111.05
	4YY5O6UIHSD	111-9010-490.61-60	ADMIN COVID-19 SUPPLIES	677.99

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 6-16-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	52Y112VGNAC	111-9010-490.61-60	PD COVID-19 SUPPLIES	330.60
	5W5L10N6NF6SF	111-9010-490.61-60	ADMIN COVID-19 SUPPLIES	20.35
	5WVTEVP5HIK	111-9010-490.61-60	ADMIN COVID-19 SUPPLIES	290.37
	61I5MR3VJW2	111-9010-490.61-60	ADMIN COVID-19 SUPPLIES	269.55
	672JOWBR9A4	111-9010-490.61-60	ADMIN COVID-19 SUPPLIES	124.57
	730117501079001	111-9010-490.61-60	SENIOR MEALS DELIVERY PGRM	1,165.36
	8240517-102	111-9010-490.61-60	ADMIN COVID-19 SUPPLIES	79.93
	84717070115	111-9010-490.61-60	CALLFIRE.COM EXPENSE	599.00
	C1251222508	111-9010-490.61-60	PD COVID-19 SUPPLIES	240.76
	F0ZYX7IMFIF	111-9010-490.61-60	SENIOR MEAL DELIVERY PGRM	259.00
	VB6XKDKB0U9	111-9010-490.61-60	PD COVID-19 SUPPLIES	793.80
				<b>\$23,827.56</b>
AMERICAN FAMILY LIFE ASSURANCE	785452	111-0000-217.50-40	CANCER INSURANCE 5/2020	548.72
AMERICAN SOCCER COMPANY, INC	6614102	111-6030-451.61-35	YOUTH BASKETBALL UNIFORMS	<b>\$548.72</b>
				364.53
				<b>\$364.53</b>
AMTECH ELEVATOR SERVICES	DVA04017620	111-8022-419.56-41	C.H.ELEVATOR SRV 6/1-8/31/20	849.30
				<b>\$849.30</b>
AP TECHNOLOGY, LLC	IN025369	111-9010-419.56-41	EZSIGNER MAINTENANCE	200.00
				<b>\$200.00</b>
ARAMARK UNIFORM & CAREER APPAREL	000535140878	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	123.37
				<b>\$123.37</b>
AT&T	000014785456	111-7010-421.53-10	PD DISPATCH PHONE SRVC	372.51
	4/21/20-5/25/20	111-9010-419.53-10	COMU CENTER INTERNET SRVC	88.05
	4/23/20-5/22/20	111-9010-419.53-10	PW YARD INTERNET SRVC	88.05
	4/28/20-5/27/20	111-9010-419.53-10	R. PEREZ PARK INTERNET SRVC	68.10
	4/28/20-5/27/20	111-9010-419.53-10	FREEDOM PARK INTERNET SRVC	68.10
	5/1/20-5/31/20	111-9010-419.53-10	S. LAKE PARK INTERNET SRVC	58.85
				<b>\$743.66</b>
AT&T PAYMENT CENTER	5/7/20-6/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	5/7/20-6/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	5/7/20-6/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	5/7/20-6/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	5/7/20-6/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	100.52
	5/7/20-6/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	194.02
				80.35
				<b>\$507.01</b>
BIG BELLY SOLAR, INC	31247	285-8050-432.74-10	ITEMS FOR BIG BELLY UNITS	2,243.26
	Q36802-1	285-8050-432.74-10	NETWORK UPGRADE BIG BELLY	8,513.11
				<b>\$10,756.37</b>
BLX GROUP LLC,	416121057405132	475-9010-419.56-41	ARBITRAGE REBATE REPORT	500.00
				<b>\$500.00</b>
BOB BARKER COMPANY INC.	WEB000670904	121-7040-421.56-14	PD JAIL SUPPLIES	130.06
				<b>\$130.06</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 6-16-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BRINK'S INCORPORATED	3312486	111-9010-419.33-10	MONEY PROCESSING 5/2020	28.40
CAL PRIVATE BANK-FIT	PPE 05/31/2020	111-0000-217.20-10	FEDERAL TAX DEPOSIT	\$28.40
CAL PRIVATE BANK-MEDICARE	PPE 05/31/2020	111-0000-217.10-10	MEDICARE TAX DEPOSIT	\$64,613.87
CAL PRIVATE BANK-SIT	PPE 05/31/2020	111-0000-217.20-20	STATE TAX DEPOSIT	\$64,613.87
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 04/19/2020	111-0000-217.30-10	RETIREMENT BENEFIT	\$8,105.68
	PPE 04/19/2020	111-0000-218.10-10	RETIREMENT BENEFIT	\$24,508.00
				\$24,508.00
CALPERS	100000016044659	111-0000-217.50-10	MEDICAL BENEFITS-6/2020	\$108,115.03
	100000016044659	111-9013-413.56-41	MEDICAL BENEFITS-6/2020	184,278.31
	100000016044659	217-7010-413.28-00	MEDICAL BENEFITS-6/2020	443.55
	100000016044659	217-9010-413.28-00	MEDICAL BENEFITS-6/2020	104,526.41
	100000016044659	217-9010-413.56-41	MEDICAL BENEFITS-6/2020	55,299.91
				457.72
				\$325,005.90
CDCE INCORPORATED	137010	111-7010-421.74-10	MDC 1 NEW PARKING VEHICLE	5,110.28
	137018	229-7010-421.74-10	MDC 2 NEW PATROL VEHICLES	10,170.55
	137019	229-7010-421.74-10	MDC 1 NEW PATROL VEHICLE	5,085.28
CENTRAL FORD	354441	741-8060-431.43-20	FUEL FILTER UNIT # 272	\$20,366.11
	354614	741-8060-431.43-20	SEAT BELT BUCKLE UNIT 272	28.36
	354833	741-8060-431.43-20	FUEL PUMP CONTROL MODULE	161.75
				653.55
				\$843.66
CHARTER COMMUNICATIONS	108964801050120	111-7010-421.53-10	PD ICI SRVC 5/2020	1,981.09
	0444795060220	111-9010-419.53-10	C.H. INTERNET SRVC 6/2-7/1/20	1,999.00
	0511353051920	111-9010-419.53-10	C.H. INTERNET SRVC 5/19-6/18/20	194.97
				\$4,175.06
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 05/31/2020	111-0000-217.30-30	MEDICAL REIMBURSEMENT 125	473.75
CITY OF HUNTINGTON PARK GEA	PPE 05/31/2020	111-0000-217.60-10	GEA ASSOCIATION DUES	\$473.75
CLINICAL LAB OF SAN BERNARDINO, INC	974717	681-8030-461.56-41	WATER TESTING 4/2020	703.78
CODE 5 GROUP LLC	2893	111-7030-421.56-41	ELECTRONIC TRACKING SRVC	\$703.78
COLONIAL SUPPLEMENTAL INSURANCE	PPE 05/31/2020	111-0000-217.50-40	SUPPLEMENTAL INSURANCE	282.25
				\$282.25
COMMERCIAL TIRE COMPANY	1-159557	741-8060-431.43-20	PD 4 TIRES ALIGNMENT # 984	1,290.00
	1-159681	741-8060-431.43-20	TIRES PD UNIT # 958	\$1,290.00
	1-GS158350	741-8060-431.43-20	TIRES REPLACEMENT	899.89
	1-GS159367	741-8060-431.43-20	TIRES PRKNG ENFORCE UNITS	\$899.89
	1-GS159623	741-8060-431.43-20	PD TIRES UNIT # 979	817.08
				515.08
				307.91
				263.19
				629.88
				\$2,533.14

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 6-16-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CONCENTRA MEDICAL CENTERS	14080433	111-2030-413.56-41	BREATH ALOHOL TEST	280.00
	67361604	111-2030-413.56-41	PHYSICAL EXAMS	1,315.00
	67964346	111-2030-413.56-41	PD PHYSICAL LEVEL 2	546.00
	68085841	111-2030-413.56-41	PD PHYSICAL LEVEL 2	546.00
				<b>\$2,687.00</b>
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW20051105807	221-8014-429.56-41	T.SIGNAL MAINTENANCE 4/2020	314.79
				<b>\$314.79</b>
COUNTY OF LA DEPT OF PUBLIC WORKS	D1200000023	221-8010-431.76-01	COUNTY AGREEMENT # 79084	100,000.00
	IN2000000957	221-8014-429.56-41	TRAFFIC SIGNAL MAINTEN 6/1-4/30	2,055.43
	IN2000000965	221-8014-429.56-41	TRAFFIC SIGNAL 8/1/19-4/30/20	888.68
				<b>\$102,944.11</b>
CR&R INCORPORATED	0051312	111-8027-431.56-59	WASTE & RECYCLING 6/2020	16,680.00
				<b>\$16,680.00</b>
CWE	20132	111-8030-461.56-42	STORM WATER PROJECT MGMNT	12,810.00
				<b>\$12,810.00</b>
DATA TICKET INC.	112550	111-7065-441.56-41	ANIMAL CITATIONS 4/2020	114.00
	1126500	111-7065-441.56-41	ANIMAL CITATIONS 4/2020	31.50
	112908	111-9010-415.56-15	PARKING CITE PROCESS 4/2020	11,966.45
	112908	111-9010-419.53-10	EQUIPMENT LEASE 4/2020	583.98
				<b>\$12,695.93</b>
DATAPROSE, INC.	DP2001905	681-3022-415.53-20	WATER BILLS POSTAGE 5/2020	1,814.09
	DP2001905	681-3022-415.56-41	WATER BILLS 5/2020	1,229.34
				<b>\$3,043.43</b>
DELTA DENTAL	BE003929809	111-0000-217.50-20	DELTA PREMIUM 6/2020	8,791.91
				<b>\$8,791.91</b>
DELTA DENTAL INSURANCE COMPANY	BE003927523	111-0000-217.50-20	DELTA PREMIUM 6/2020	2,354.75
				<b>\$2,354.75</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	APRIL 2020	111-7065-441.56-41	ANIMAL HOUSING-APRIL 2020	6,881.29
				<b>\$6,881.29</b>
DUNN EDWARDS CORPORATION	2009295262	111-8095-431.61-50	PAINT ROLLERS & HUNDLES	485.28
				<b>\$485.28</b>
EADIE AND PAYNE, LLP	137661B	111-3010-415.32-40	AUDIT FINANCIAL 6/30/19	33,000.00
	137668	111-3010-415.32-40	AUDIT FINANCIAL 6/30/19	20,000.00
				<b>\$53,000.00</b>
ELECNR BELCO ELECTRIC, INC	14-0347-008.4	207-8016-429.73-10	SIGNAL SYNCRO/BUS PYMT 8	137,010.65
	14-0347-008.4	222-8010-431.73-10	SIGNAL SYNCRO/BUS PYMT 8	36,678.51
				<b>\$173,689.16</b>
EMPLOYMENT DEVELOPMENT DEPT.	L1879516896	111-9017-413.52-90	BENEFIT 1/1/20-3/31/20	707.00
				<b>\$707.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 6-16-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EXPRESS TRANSPORTATION SERVICES LLC	HPE06012020	111-0000-362.20-15	PROPERTY LEASE 5/2020	-2,000.00
	HPE06012020	111-0000-362.20-15	VEHICLE LEASE 5/2020	-500.00
	HPE06012020	219-8085-431.56-43	HP EXPRESS-MAY 2020	22,814.21
	DAR06012020	219-8085-431.56-45	DIAL-A-RIDE JUNE 2020	61,820.00
	HPE06012020	220-8085-431.56-43	HP EXPRESS-MAY 2020	22,814.20
	HPE06012020	222-8010-431.56-43	HP EXPRESS-MAY 2020	22,814.19
				\$127,762.60
F&A FEDERAL CREDIT UNION	PPE 05/31/2020	111-0000-217.60-40	EMPLOYEE DEDUCTION	8,290.50
				\$8,290.50
FERGUSON ENTERPRISES INC	8707761-1	111-8023-451.43-10	DRINKING FOUNTAIN HOSE BIB	63.14
				\$63.14
FERNANDO'S HARDWARE & LUMBER	83518	111-8020-431.43-10	BATHROOM VANITY SINK	158.78
				\$158.78
FIRST CHOICE SERVICES	684008	111-9010-419.61-20	CITY WIDE COFFEE SUPPLIES	58.42
				\$58.42
GLOBALSTAR USA	000000001542181	111-7010-421.53-10	PD PHONE SERVICE	85.83
				\$85.83
GRAINGER	9538777898	741-8060-431.43-20	EXTENSION CORDS	106.75
				\$106.75
HASA, INC.	686359	681-8030-461.41-00	HYPO SODIUM CHLORIDE	240.65
	686361	681-8030-461.41-00	HYPO SODIUM CHLORIDE	196.36
	687754	681-8030-461.41-00	HYPO SODIUM CHLORIDE	221.97
	687755	681-8030-461.41-00	HYPO SODIUM CHLORIDE	275.03
				\$934.01
HDL COREN & CONE	SIN001276	111-9010-419.56-41	AUDIT SRVCS-Q4/2019	1,938.70
				\$1,938.70
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 05/31/2020	111-0000-217.60-10	PMA ASSOCIATION DUES	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 05/31/2020	111-0000-217.60-10	POA ASSOCIATION DUES	6,926.30
				\$6,926.30
INFRASTRUCTURE ENGINEERS	25119	111-5010-419.56-49	BUILDING SAFETY SRVC 4/2020	13,996.00
	25121	111-5010-419.56-49	B&S PLAN CHECK SRVCS 4/2020	1,103.25
	25134	111-5010-419.56-49	B&S SRVCS-6241 MAYWOOD	1,155.00
				\$16,254.25
J316 BUILDER	1	111-7024-421.56-41	JANITORIAL SRVCS 5/2020	3,700.84
	2	111-7024-421.56-41	JANITORIAL SUPPLIES 5/2020	28.34
	1	111-8020-431.56-41	JANITORIAL SRVCS 5/2020	1,400.56
	2	111-8020-431.56-41	JANITORIAL SUPPLIES 5/2020	419.08
	1	111-8022-419.56-41	JANITORIAL SRVCS 5/2020	4,344.72
	2	111-8022-419.56-41	JANITORIAL SUPPLIES 5/2020	931.26
	1	111-8023-451.56-41	JANITORIAL SRVCS 5/2020	11,473.09
	2	111-8023-451.56-41	JANITORIAL SUPPLIES 5/2020	3,277.65
			\$25,575.54	



**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 6-16-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JERRY'S AUTO BODY, INC.	31874	741-8060-431.43-20	REPAIRS PD 2008 CROWN VEHIC	1,195.17
	31876	741-8060-431.43-20	REPAIRS PD 2016 EXPLORER	2,497.94
				<b>\$3,693.11</b>
JOANNA SANCHEZ	75989 / 76705	111-0000-228.20-00	P&R RESERVATION CANCELLED	500.00
	75989 / 76705	111-0000-347.30-00	P&R RESERVATION CANCELLED	842.00
				<b>\$1,342.00</b>
JOHANNA LOPEZ	74907 / 76706	111-0000-228.20-00	P&R RESERVATION CANCELLED	500.00
	74907 / 76706	111-0000-347.30-00	P&R RESERVATION CANCELLED	1,053.00
				<b>\$1,553.00</b>
JTB SUPPLY COMPANY INC	107294	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	629.92
	107447	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	231.53
				<b>\$861.45</b>
KIM, ESMER S.	22201-28828	681-0000-228.70-00	WATER FINAL BILL REFUND	55.85
				<b>\$55.85</b>
LACMTA	105701	219-8085-431.58-50	METRO TAP CARDS 4/2020	180.00
				<b>\$180.00</b>
LAN WAN ENTERPRISE, INC	70149	111-7010-419.43-15	IT SERVICES-JUNE 2020	22,772.00
	70149	111-9010-419.43-15	IT SERVICES-JUNE 2020	22,772.00
				<b>\$45,544.00</b>
LB JOHNSON HARDWARE CO.	108088	111-8022-419.43-10	HARDWARE SUPPLIES	70.98
				<b>\$70.98</b>
LEGAL SHIELD	GROUP #0143713	111-0000-217.60-50	ID THEFT PREMIUM 4/2020	80.70
				<b>\$80.70</b>
LETY LOPEZ	75986 / 76708	111-0000-228.20-00	P&R RESERVATION CANCELLED	500.00
	75986 / 76708	111-0000-347.30-00	P&R RESERVATION CANCELLED	1,098.00
				<b>\$1,598.00</b>
LIEBERT CASSIDY WHITMORE	1497609	111-0220-411.32-70	ADMIN LEGAL SRVCS	1,443.00
	1497610	111-0220-411.32-70	ADMIN LEGAL SRVCS	735.50
	1497611	111-0220-411.32-70	ADMIN LEGAL SRVCS	2,647.00
	1497612	111-0220-411.32-70	ADMIN LEGAL SRVCS	5,209.00
	1497613	111-0220-411.32-70	ADMIN LEGAL SRVCS	259.00
				<b>\$10,293.50</b>
LOS ANGELES TIMES	10002064114	121-7040-421.56-14	PD JAIL NEWSPAPER SUBSCRIPTION	98.49
				<b>\$98.49</b>
LUIS SANDOVAL	75964 / 76711	111-0000-347.20-00	P&R SPORTS REFUND	65.00
				<b>\$65.00</b>
MANAGED HEALTH NETWORK	PRM-051991	111-0000-217.50-60	HEALTH PREMIUM 6/2020	1,370.88
				<b>\$1,370.88</b>
MARINA LANDSCAPE, INC	119124-001	152-6010-451.73-10	HP GREENWAY PROJECT PYMNT 1	93,100.00
				<b>\$93,100.00</b>
MARIO LIRA	72358 / 76709	111-0000-228.20-00	P&R RESERVATION CANCELLED	500.00
	71933 / 76709	111-0000-347.30-00	P&R RESERVATION CANCELLED	1,629.00
				<b>\$2,129.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 6-16-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MONICA CUIEL	75967 / 76710	111-0000-228.20-00	P&R RESERVATION CANCELLED	250.00
	75967 / 76710	111-0000-347.70-00	P&R RESERVATION CANCELLED	621.00
				<b>\$871.00</b>
NATIONWIDE ENVIRONMENTAL SERVICES	30836	220-8070-431.56-41	BUS/SHELTER SRVC 5/2020	17,377.50
	30835	221-8010-431.56-41	SWEEPING SRVCS 5/2020	19,630.13
	30835	222-8010-431.56-41	SWEEPING SRVCS 5/2020	29,055.11
				<b>\$66,062.74</b>
NCM AUTOMOTIVE SOLUTIONS LLC	10019	741-8060-431.43-20	2 FULL DETAIL CAR WASHES	700.00
	FEBRUARY 2020	741-8060-431.43-20	PD VEHICLE CAR WASH SRVC	263.00
	JANUARY 2020	741-8060-431.43-20	PD VEHICLE CAR WASH SRVC	161.50
				<b>\$1,124.50</b>
NEW CHEF FASHION INC.	983124	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	49.60
				<b>\$49.60</b>
NICHOLS CONSULTING	20-9819378-02	111-9010-419.56-41	PREP SB 90/STATE CLAIMS	2,400.00
				<b>\$2,400.00</b>
NICHOLS CONSULTING ENGINEERS, CHTD	966023004	221-8010-431.76-01	STREET ENHANCEMENT PROJECT	13,315.63
				<b>\$13,315.63</b>
NICK ALEXANDER RESTORATION	3762	741-8060-431.43-20	FRONT LEFT SEAT UPHOLSTERY	325.00
				<b>\$325.00</b>
NORMAN A. TRAUB ASSOCIATES	19077.2	111-2030-413.56-41	INVESTIGATIVE SERVICES	10,580.58
				<b>\$10,580.58</b>
NORTH STAR LAND SCAPE LLC	1601-78	222-8010-431.56-41	TREE TRIMMING 3/2020	4,971.50
	1601-78	535-8090-452.56-60	TREE TRIMMING 3/2020	4,971.50
				<b>\$9,943.00</b>
O'REILLY AUTO PARTS	2959-235344	741-8060-431.43-20	FUNNEL FOR SHOP SUPPLY	13.20
	2959-235424	741-8060-431.43-20	LGHT BULBS SHUTTLE BUSES	68.07
	2959-236464	741-8060-431.43-20	AIR HOSE FITTINGS	91.09
	2959-236742	741-8060-431.43-20	BRAKE PADS & ROTOR # 975	605.50
	2959-236744	741-8060-431.43-20	A/C BELTS & OIL FILTERS	154.39
	2959-236963	741-8060-431.43-20	LUG NUTS UNIT # 961	41.90
	2959-236967	741-8060-431.43-20	POWER STEERING FLUID	48.94
	2959-236968	741-8060-431.43-20	AIR & CABIN FILTER	186.82
	2959-236971	741-8060-431.43-20	OIL FILTERS & IDLER PULLEY	132.79
	2959-237165	741-8060-431.43-20	BLOWER MOTOR UNIT # 345	70.54
	2959-237410	741-8060-431.43-20	HIGH MILEAGE ADDITIVE	196.08
	2959-237417	741-8060-431.43-20	ADDITIVE UNITS CREDIT	-196.04
	2959-239468	741-8060-431.43-20	OIL SEAL & BRAKE ROTOR	256.88
	2959-239470	741-8060-431.43-20	OIL PRESS UNIT # 191	60.01
	2959-239472	741-8060-431.43-20	DOUBLE A BATTERIES	22.03
	2959-240493	741-8060-431.43-20	BRAKE ROTOR UNIT # 909	358.44
	2959-240522	741-8060-431.43-20	NITRILE GLOVES	251.24
				<b>\$2,511.24</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 6-16-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-240950	741-8060-431.43-20	USED OIL ANTIFREEZE PADS	135.55
	2959-241136	741-8060-431.43-20	AC HOSE UNIT # 903	101.64
	2959-242958	741-8060-431.43-20	CERAMIC PADS/WATER PUMP	90.45
	2959-242960	741-8060-431.43-20	CERAMIC PADS/WATER PUMP	167.60
	2959-242976	741-8060-431.43-20	STARTER FOR UNIT # 912	174.03
	2959-242979	741-8060-431.43-20	ENGINE PAINT	29.73
	2959-244026	741-8060-431.43-20	CORE RETURN CREDIT	-11.03
	2959-245288	741-8060-431.43-20	IGNITION FOR UNIT # 903	20.72
	2959-245697	741-8060-431.43-20	OIL FILTERS	38.43
				<b>\$3,109.00</b>
OK PRINTING DESIGN & DIGITAL PRINT	1686	535-8090-452.61-20	TEMPORARY NO PARKING SIGNS	1,016.03
PARS	45577	111-9010-419.56-41	PARS ARS FEES 3/2020	431.48
	45461	216-3010-415.56-41	PARS REP FEE 3/2020	2,388.10
				<b>\$2,819.58</b>
PIEDRA, PEDRO	21525-21918	681-0000-228.70-00	WATER FINAL BILL REFUND	429.36
				<b>\$429.36</b>
PIERA, PEDRO	21665-24864	681-0000-228.70-00	WATER FINAL BILL REFUND	167.50
				<b>\$167.50</b>
PITNEY BOWES	3103962826	111-7040-421.44-10	PD MAILING LEASE	561.87
				<b>\$561.87</b>
PRUDENTIAL OVERALL SUPPLY	52369264	111-6010-451.56-41	P&R MAT CLEANING SRVC	139.68
				<b>\$139.68</b>
QUINN POWER SYSTEMS	WO370153662	741-8060-431.43-20	SRV CALL BACKUP GENERATOR	1,071.56
				<b>\$1,071.56</b>
ROADLINE PRODUCTS INC	15731	111-8010-431.73-10	YELLOW PAINT CURB PAINTNG	4,636.40
				<b>\$4,636.40</b>
RONAK DESAI	COHP053120	111-3010-415.56-41	ACCOUNTING SRV 5/1-5/21/20	3,720.00
				<b>\$3,720.00</b>
SALVATION ARMY	1	239-0272-463.57-85	SALVATION ARMY PROGRAM	11,559.54
				<b>\$11,559.54</b>
SANCHEZ AWARDS	1762	111-0110-411.66-05	RETIREMENT PLAQUE-S.CRUM	70.56
				<b>\$70.56</b>
SMART & FINAL	3192200022461	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	33.81
	3192200060529	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	47.39
				<b>\$81.20</b>
SOUTHERN CALIFORNIA EDISON	4/16/20-5/18/20	111-8020-431.62-10	6900 BISSELL SRVC ACCTS	1,350.67
	4/24/20-5/27/20	535-8016-431.62-10	3320 OLIVE STREET SRVC ACCT	33.91
				<b>\$1,384.58</b>
SPARKLETTS	15142085052120	111-0110-411.66-05	COUNCIL DRINKING WATER	28.62
	15142085052120	111-0210-413.61-20	ADMIN DRINKING WATER	28.62
	15142085052120	111-1010-411.61-20	CITY CLERK DRINKING WATER	22.76
	15142085052120	111-2030-413.61-20	HR DRINKING WATER	27.75
	15142085052120	111-3010-415.61-20	FINANCE DRINKING WATER	45.22

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 6-16-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SPARKLETT'S	15142085052120	111-5010-419.61-20	COMU DEV DRINKING WATER	14.55
	15142085052120	111-5055-419.61-20	CODE ENFORCE DRINKING WATER	4.84
	15142085052120	111-6010-451.61-20	P&R DRINKING WATER	58.69
	15142085052120	111-8020-431.61-20	PW ADMIN DRINKING WATER	112.15
	15142085052120	111-8080-431.61-20	PW ENGINE DRINKING WATER	4.85
				<b>\$348.05</b>
STANDARD INSURANCE COMPANY	00 378917 0002	111-0000-217.50-70	LIFE INS PREMIUM 3/2020	1,092.78
	00 378917 0002	111-0000-217.50-70	LIFE INS PREMIUM 5/2020	1,329.93
	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 4/2020	6,246.38
	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 5/2020	6,246.38
	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 6/2020	6,246.38
				<b>\$21,161.85</b>
STAPLES ADVANTAGE	8058552978	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	340.63
	8058552978	111-0210-413.61-20	ADMIN COUNCIL SUPPLIES	52.85
	8058552978	111-1010-411.61-25	CLERK SUPPLIES CREDIT	-20.94
	8058552978	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	118.33
	8058552978	111-6020-451.61-35	P&R OFFICE SUPPLIES	20.27
	8058552978	111-7022-421.61-24	PD PATROL OFFICE SUPPLIES	1,045.99
	8058552978	111-7030-421.61-20	PD INVEST OFFICE SUPPLIES	379.74
	8058552978	111-7040-421.61-31	PD RECORD OFFICE SUPPLIES	159.11
	8058552978	111-8020-431.61-20	PW OFFICE SUPPLIES	372.76
	8058552978	111-9010-490.61-60	COVID-19 SUPPLIES	832.94
				<b>\$3,301.68</b>
	278586	111-9010-419.43-15	FINANCIAL SYSTEMS 6/2020	11,588.13
				<b>\$11,588.13</b>
SUPERIOR COURT OF CALIFORNIA	APRIL 2020	111-7010-415.56-10	PARKING CITATION SURCHARGE	32,308.50
	DECEMBER 2019	111-7010-415.56-10	PARKING CITATION SURCHARGE	22,340.00
	FEBRUARY 2020	111-7010-415.56-10	PARKING CITATION SURCHARGE	32,245.13
	JANUARY 2020	111-7010-415.56-10	PARKING CITATION SURCHARGE	26,614.00
	MARCH 2020	111-7010-415.56-10	PARKING CITATION SURCHARGE	31,760.50
	MAY 2020	111-7010-415.56-10	PARKING CITATION SURCHARGE	31,199.83
				<b>\$176,467.96</b>
T2 SYSTEMS CANADA INC.	IRIS0000071388	111-8010-415.56-41	PAY STATION SOFTWARE 6/2020	2,250.00
				<b>\$2,250.00</b>
TETRA TECH, INC	51591698	681-8030-461.76-07	ANALYSIS WELL 15 RESERVOIR	4,200.00
				<b>\$4,200.00</b>
THE FORMS DESK, INC.	27158	111-3010-415.61-20	FINANCE WINDOW ENVELOPES	150.88
				<b>\$150.88</b>
TRI-TECH FORENSICS INC	268083	111-9010-490.61-60	PD COVID-19 SUPPLIES	212.90
				<b>\$212.90</b>
TYCO INTEGRATED SECURITY	34298906	111-7010-421.56-41	PD SECURITY SRVCS	417.85
				<b>\$417.85</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 6-16-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. BANK	PPE 05/31/2020	111-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,630.28
	PPE 05/31/2020	111-0000-217.30-20	PARS P.T. EMPLOYEE DEDUCTION	1,654.81
	PPE 05/31/2020	111-0000-218.10-05	EMPLOYEE PARS DEDUCTION	13,563.99
				<b>\$16,849.08</b>
UNDERGROUND SERVICE ALERT OF SO CAL	520200130	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	311.95
	DSB20192623	221-8014-429.56-41	STATE FEE REGULATORY FEE	106.43
				<b>\$418.38</b>
UNITED INDUSTRIES	205618	741-8060-431.61-20	FLEET SHOP-LATEX GLOVES	49.91
	0000F911X6210	111-7010-421.61-20	PD SHIPPING CHARGES	<b>\$49.91</b>
				2.06
				<b>\$2.06</b>
VANESA ZABALA	75930 / 76707	111-0000-228.20-00	P&R RESERVATION CANCELLED	500.00
	75930 / 76707	111-0000-347.30-00	P&R RESERVATION CANCELLED	545.00
				<b>\$1,045.00</b>
VELADA CONSULTING LLC	015	111-0210-413.56-41	CONSULTING SRV 4/21-5/20	7,500.00
				<b>\$7,500.00</b>
VILLARREAL, ESTEBAN	2805-276	681-0000-228.70-00	WATER DEPOSIT REFUND	20.00
				<b>\$20.00</b>
VISION SERVICE PLAN-CA	809011921	111-0000-217.50-30	VISION PREMIUM 4/2020	22.10
	809011923	111-0000-217.50-30	VISION PREMIUM 4/2020	4,040.26
	809432028	111-0000-217.50-30	VISION PREMIUM 6/2020	3,965.14
	809432034	111-0000-217.50-30	VISION PREMIUM 6/2020	22.10
				<b>\$8,049.60</b>
VOYA FINANCIAL	PPE 05/31/2020	111-0000-217.40-10	EMPLOYEE DEFERRED COMP	12,975.00
				<b>\$12,975.00</b>
VULCAN MATERIALS COMPANY	72579746	221-8010-431.61-21	ASPHALT MATERIAL	415.01
				<b>\$415.01</b>
WATER REPLENISHMENT DISTRICT OF	2378-APRIL 2020	681-8030-461.41-00	WATER ASSESSMENT 4/2020	78,350.90
				<b>\$78,350.90</b>
XEROX CORPORATION	010479635	111-8020-431.43-05	PW COPIER LSE 4/30-5/21/20	85.76
	010479635	285-8050-432.43-05	PW COPIER SUPPLIES	85.76
	010479635	681-8030-461.43-05	PW COPIER LSE 4/30-5/21/20	85.76
				<b>\$257.28</b>
				<b>\$2,280,301.11</b>

**ITEM 3**

**CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO PRIME  
STRATEGIES LLC PROFESSIONAL SERVICES AGREEMENT**







## **CITY OF HUNTINGTON PARK**

Office of the City Manager  
City Council Agenda Report

June 16, 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 SECOND AMENDMENT TO PRIME STRATEGIES LLC PROFESSIONAL SERVICES AGREEMENT**

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

1. Approve the Second Amendment to Prime Strategies LLC Professional Services Agreement; and
2. Approve an appropriation in the amount of \$120,000 from account #275-9750-465.56-41; and
3. Authorize the City Manager to execute the Second Amendment to the Professional Services Agreement.

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

On November 22, 2017 the City of Huntington Park (City) entered into a Professional Services Agreement (PSA) with Prime Strategies LLC to provide lobbying, public relations, and government affairs on behalf of the City. In this capacity, Prime Strategies has provided exemplary service to the City through state and local advocacy which includes but not limited to: strategic planning and lobbying, coalition building, legislative briefings, and community relations. Overall, Prime Strategies LLC has provided a quality service to the City and merits consideration for renewal.

On November 22, 2018 the City entered into a renewal with Prime Strategies. The current renewal between the City and Prime Strategies LLC expired on November 22, 2019. Due to a staff oversight, the current agreement lapsed but Prime Strategies LLC continued to provide advocacy services to our City based on a mutual understanding notwithstanding the original PSA. At this time, staff recommends approving a Second Amendment to Prime Strategies' PSA to ensure there is no

# **CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO PRIME STRATEGIES LLC PROFESSIONAL SERVICES AGREEMENT**

June 16, 2020

Page 2 of 2

disruption of ongoing government advocacy services. Attachment A outlines the terms for Prime Strategies LLC's Second Amendment.

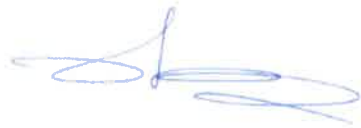
## **FISCAL IMPACT/FINANCING**

It is recommended that the City Council approve a budget amendment in the amount \$120,000 from account #275-9750-465.56-41. The appropriation for Fiscal Year 2020-21 will be added to the proposed budget for Council adoption.

## **CONCLUSION**

Upon Council approval, staff will proceed with recommended action.

Respectfully submitted,



**RICARDO REYES**  
City Manager

## **ATTACHMENT(S)**

- A. Prime Strategies LLC 2<sup>nd</sup> Amendment
- B. Prime Strategies LLC 1<sup>st</sup> Amendment
- C. Prime Strategies LLC Professional Services Agreement

## Attachment “A”





## **SECOND AMENDMENT TO PRIME STRATEGIES LLC PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment ("Second Amendment") to the Huntington Park agreement for the government advocacy consulting services ("Master Agreement"), is entered into as of November 22, 2019 by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("City"), and PRIME STRATEGIES LLC ("Consultant"). The City and Consultant may be individually referred to herein as a "Party" and jointly as the "Parties."

### RECITALS

- A. The Parties entered into the Master Agreement, which was effective November 22, 2017, and pursuant to which the City retained Consultant to provide government advocacy consulting services;
- B. Section 32 of the Master Agreement provides the Master Agreement may be amended by written agreement signed by both Parties and approved by the City Council;
- C. The City and Consultant desire to modify the Master Agreement as set forth below; and

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

### **Section 1. Definitions**

- A. Section 3 of the Master Agreement entitled Definitions, shall be amended in its entirety to read as follows:

3.1 "Scope of Services": Such as professional services as are set forth in the Consultant's November 6, 2017, proposal to the City attached to this Second Amendment as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": The City shall pay Consultant at a monthly rate of ten thousand dollars (\$10,000), not to exceed one hundred and twenty thousand dollars (\$120,000) during

the term of this Second Amendment, unless specifically approved in advance, in writing, by the City.

3.3. "Commencement Date": November 22, 2019

3.4 "Expiration Date": November 22, 2020

## **Section 2. Term**

A. Section 4 of the Master Agreement entitled Term, shall be amended in its entirety to read as follows:

The term of this Second Amendment shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 of the Master Agreement.

## **Section 3. Incorporation of Agreement**

Except as expressly amended herein, the remainder of the Master Agreement shall remain in full force and effect, and is deemed incorporated into its Second Amendment in its entirety by this reference. The Master Agreement together with its Second Amendment contain the entire contract of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. If any portion of this Second Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties enter into this Second Amendment as of the date first set above.

**CITY OF HUNTINGTON PARK:**

**PRIME STRATEGIES LLC**

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

Ricardo Reyes

City Manager

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

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

Date: \_\_\_\_\_

Date : \_\_\_\_\_

**APPROVED AS TO FORM:**

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

Arnold M. Alvarez-Glasman

City Attorney

Date: \_\_\_\_\_

## Attachment “B”





## **FIRST AMENDMENT TO PRIME STRATEGIES LLC GOVERNMENT AND ADVOCACY CONSULTING SERVICES AGREEMENT**

This First Amendment ("First Amendment") to that certain City of Huntington Park agreement for government and advocacy consulting services ("Master Agreement"), is entered into as of November 6, 2018, by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("City"), and PRIME STRATEGIES LLC ("Consultant"). City and Consultant may be individually referred to herein as a "Party," and jointly as the "Parties."

### **RECITALS**

A. The Parties entered into the Master Agreement, which was effective November 22, 2017, and pursuant to which City retained Consultant to provide government and advocacy consulting services.

B. Section 32 of the Master Agreement provides the Master Agreement may be amended by written agreement signed by both Parties and approved by the City Council; and.

D. The City and Consultant desire to modify the Master Agreement as set forth below

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

### **Section 1. Definitions**

A. Section 3 of the Master Agreement entitled Definitions, shall be amended in its entirety to read as follows

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's November 6, 2017, proposal to City attached to this First Amendment as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": The City shall pay Consultant at a monthly rate of ten thousand dollars (\$10,000), not to exceed one hundred and twenty thousand dollars (\$120,000) during the term of this First Amendment, unless specifically approved in advance, in writing, by City.

3.3 "Commencement Date": November 22, 2018

3.4 "Expiration Date": November 22, 2019

### **Section 2. Term**

A. Section 4 of the Master Agreement entitled Term, shall be amended in its entirety to read as follows:

The term of this First Amendment shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 of the Master Agreement.

### **Section 3. Incorporation of Agreement**

Except as expressly amended herein, the remainder of the Master Agreement shall remain in full force and effect, and is deemed incorporated into this First Amendment in its entirety by this reference. The Master Agreement together with this First Amendment contain the entire contract of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties enter into this First Amendment as of the date first set forth above.

CITY OF HUNTINGTON PARK  
("CITY")



Ricardo Reyes  
City Manager

Date: 12-4-18

PRIME STRATEGIES LLC  
("CONSULTANT")



Date: 11/29/18

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman,  
City Attorney

## Attachment “C”



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF HUNTINGTON PARK AND  
PRIME STRATEGIES LLC**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Huntington Park, a California municipal corporation ("City") and PRIME STRATEGIES, a California Limited Liability Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**2. RECITALS**

2.1 City has determined that it requires professional services from a consultant to provide Government and Advocacy Consulting Services to address issues directly impacting the City resulting from the dissolution of its Redevelopment Agency.

2.2 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. 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.

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

**3. DEFINITIONS**

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's November 6, 2017, proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": The City shall pay Consultant at a monthly rate of ten thousand dollars (\$10,000), not to exceed one hundred and twenty thousand dollars (\$120,000), unless specifically approved in advance, in writing, by City.

3.3 "Commencement Date": November 22, 2017

3.4 "Expiration Date": November 22, 2018

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

**5. CONSULTANT'S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one hundred and twenty thousand dollars (\$120,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

**6. COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

**7. BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

**8. COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The 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 sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

**9. CONFLICT 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 Commencement 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.

#### **10. 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. Pedro Carrillo, 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.

#### **11. 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.

#### **12. INDEPENDENT CONTRACTOR**

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 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.

12.3 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 insurance or any other insurance.

### **13. 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 and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

### **14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the 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.

### **15. INDEMNIFICATION**

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

15.3 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 Section 15 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.



15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subcontractor 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors 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.

15.6 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.

**15.7 PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of 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 City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, 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 City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

## **16. INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

16.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

16.1.3 Worker's Compensation insurance as required by the laws of the State of California.

16.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000).

16.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

## **17. MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

## **18. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**19. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

**20. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

City Manager  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, California 9025  
Facsimile: (323) 584-6313

If to Consultant:

Pedro Carrillo, Managing Partner  
Prime Strategies LLC  
5400 E. Olympic Blvd., Suite 208  
Commerce, California 90022  
Facsimile: (866)498-7226

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney  
13181 Crossroads Parkway North  
Suite 400 - West Tower  
City of Industry, CA 91746  
Facsimile: (562) 692-2244

**21. SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

**22. TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to

City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

### **23. ASSIGNMENT**

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

### **24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 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.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

### **25. WARRANTIES**

25.1 Each party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement.

25.2 In executing this Agreement, each party 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.

25.3 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.

## **26. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

## **27. NON-WAIVER**

27.1 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 shall in no way impair or prejudice any right or remedy available to 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.

27.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

## **28. COURT COSTS**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action

shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

**29. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**30. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

**31. COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

**32. ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"  
CITY OF HUNTINGTON PARK

"CONTRACTOR"  
PRIME STRATEGIES LLC

  
Ricardo Reyes, Interim City Manager

  
Name Pedro Canillo

Dated: 11/21/17

Dated: 12/7/17

**ATTEST:**

**APPROVED AS TO FORM:**

  
Donna G. Schwartz, City Clerk

  
Arnold M. Alvarez-Glasman, City Attorney





Government Affairs

State and Local Advocacy  
Services

RFQ RESPONSE FOR "ADVOCACY  
SERVICES QUALIFICATION".

CITY OF HUNTINGTON PARK



# TABLE OF CONTENTS

<b>Introduction Letter .....</b>	<b>Page 3</b>
<b>Organization.....</b>	<b>Page 5</b>
<b>Personnel.....</b>	<b>Page 6</b>
<b>Team Biographies.....</b>	<b>Page 8</b>
<b>Experience.....</b>	<b>Page 15</b>
<b>References.....</b>	<b>Page 17</b>
<b>Authorization.....</b>	<b>Page 21</b>
<b>Acceptance of Conditions.....</b>	<b>Page 22</b>
<b>Scope of Services .....</b>	<b>Page 23</b>
<b>Why Prime.....</b>	<b>Page 30</b>



**November 6, 2017**

**Rick Reyes  
Asst. City Manager  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255**

**Dear Mr. Reyes,**

**The purpose of this letter is to introduce you to Prime Strategies of California. Prime Strategies is a full-service lobbying, public relations, media relations and government affairs firm that is able to offer you a full range of services to meet and exceed the objectives of the City of Huntington Park.**

**We are confident Prime Strategies of California can augment the City of Huntington Park's current capacity. As part of our portfolio, you will have at your disposal a team that can assist you with research, strategy, public affairs and government relations. We are prepared to use the full extent of our expertise to execute any task on the City's behalf, including but not limited to:**

#### **STATE AND LOCAL LOBBYING**

**We are confident in our ability to advocate on behalf of the City and its interests. We can provide lobbying, key testimony in committee and public hearings and clear messaging specific to your needs. This can include but is not limited to:**

- **Implementing a strategic legislative agenda**
- **Building coalitions and partnerships with key stakeholders**
- **Strategically coordinating lobbying efforts at the State Capitol, and/or in key legislative districts with members and/or staff**
- **Preparing testimony and informative briefings for one-on-one meetings, legislative hearings, press conferences and other public speaking opportunities**
- **Drafting written reports on all legislative activities**



#### **LEGISLATIVE AND REGULATORY TRACKING**

**We can monitor current legislative and local policy efforts on behalf of the City including but not limited to bills, executive orders, ballot measures and/or resolutions. Bills can be continuously monitored for committee action, hearing alerts and updates. We can also monitor local and federal regulations, both proposed and adopted for compliance purposes, such as:**

- **Economic Development**
- **Public Safety**
- **Parks and Recreation**
- **Affordable Housing**
- **Transportation**
- **Industry and Small Business**

**By providing these services, we can anticipate and mold public policy and legislation that may impact the City's revenue streams, tax incentives, and economic growth opportunities.**

**Attached for your review is our statement of qualifications, a brief overview of our firm and bios of key team members. I look forward to discussing our qualifications with you and answering any questions you may have. Thank you for your consideration.**

**Sincerely,**

A handwritten signature in blue ink that reads "Pedro Carrillo".

**PEDRO CARRILLO**

**Managing Partner, California**





## ORGANIZATION PRIME STRATEGIES, LLC

Prime Strategies of California maintains two fully staffed offices in California, located in the City of Commerce and Sacramento. The physical address of each office is listed below. Prime Strategies of California is the result of the recent merger between Urban Associates, the Floridian Partners, and Prime Strategies LLC, a Limited Liability Corporation. The combined years of existence of these firms is well over 30 years and the combined years of legislative and advocacy affairs experience is over 60 years.

The Sacramento office is located approximately three blocks from the Capitol Building. The office has 2 full-time employees primarily engaged in providing lobbying and consulting services to clients with interests before the Executive and Legislative branches of State Government.

Prime Strategies of California is a full-service, corporate and government affairs firm operating at all levels of government throughout the State. The firm's services include strategic communications, government advocacy, issue management, political consulting, and development of stakeholder relationships within state and local government. Our client base is varied and ranges from Fortune 500 companies to non-profit agencies, local governments and sole proprietorships.

### Locations:

Prime Strategies of California  
1020 12<sup>th</sup> Street Suite #227  
Sacramento, CA 95814  
Office: (916) 409-7223  
Fax: (866) 498-7226

Prime Strategies of California  
5400 E. Olympic Blvd. Suite #208  
Commerce, CA 90022  
Office: (213) 608-0774  
Fax: (866) 498-7226



# PERSONNEL

**TEAM EXPERIENCE:** The Prime Strategies team has well over 30 years of combined legislative affairs and advocacy experience. Pedro Carrillo, the managing partner of Prime Strategies of California, he will be the primary person responsible for providing services to the City of Huntington Park under this proposal. Mr. Carrillo is a government affairs professional with over two decades of experience working in California politics. In his capacity as a consultant, he has led a number of high profile legislative and crisis engagements. Mr. Carrillo's bio is attached. Mr. Carrillo will be assisted by members of the firm's Sacramento and City of Commerce offices.

Frank Aguirre Jr. is a community and government affairs professional with over 15 years of experience working in both the private and public sectors. Mr. Aguirre has served for a California State Senator, California State Assemblymember and a Los Angeles City Councilmember. Mr. Aguirre's bio is attached.

Kimberly Caceres is a local government and public affairs professional with over 7 years of experience. Ms. Caceres expertise includes coalition building, community outreach, media relations, and grassroots and grassroots campaigning. Ms. Caceres bio is attached.



## PERSONNEL CONT.

Enrique Vega is a government and public affairs professional with over 13 years of experience. Mr. Vega emphasizes his skills in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly. Mr. Vega's bio is attached.

James Thuerwachter is a legislative advocate and government affairs professional. Mr. Thuerwachter brings years of advocacy experience from both the public and private sector. Mr. Thuerwachter worked for the California State Assembly, where he staffed issues ranging from banking and finance to utilities and commerce and helped draft key legislation benefiting small businesses. Mr. Thuerwachter's bio is attached.

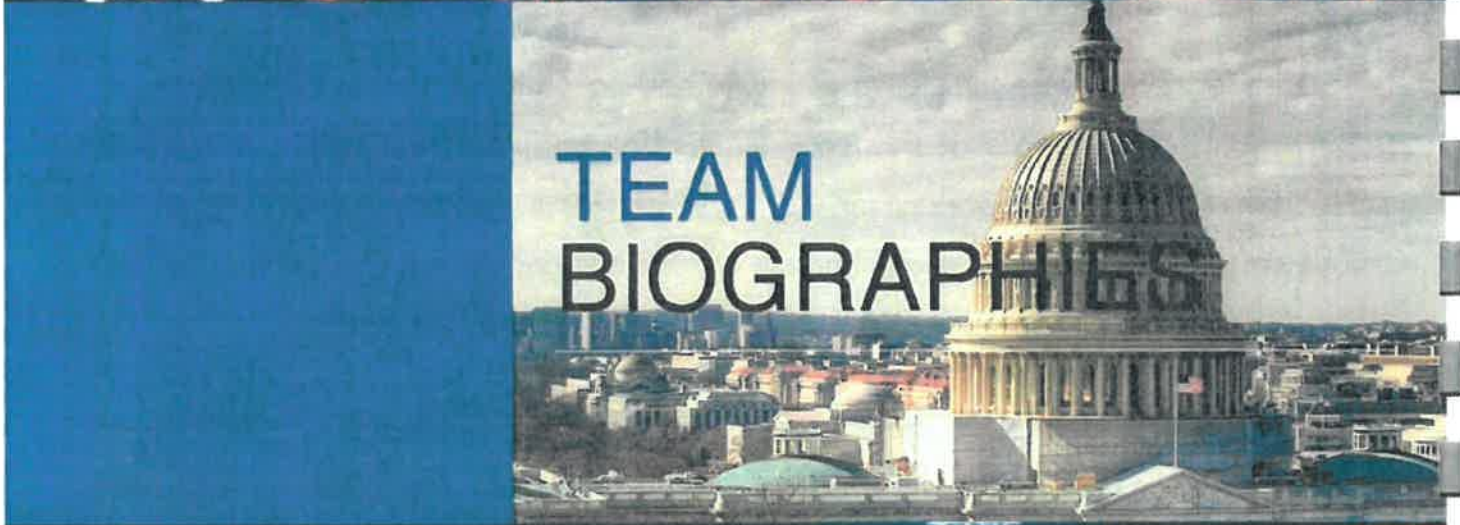
Erika Ramirez has extensive experience in land use and entitlement permitting and regulatory matters involving state and local governments. Ms. Ramirez also has executive management experience within the public, private, and nonprofit sectors. Ms. Ramirez' bio is attached.

The strength of our firm lies in the dedicated professionals who form our team. With decades of collective experience, each individual in our firm brings unique experiences, qualifications and relationships to achieve the goals of our clients. We recognize that our clients are not just looking for "lobbying," but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.





# TEAM BIOGRAPHIES







Team Biography | CALIFORNIA

## PEDRO CARRILLO

Pedro is a local government and legislative affairs professional with over two decades of experience working in California politics. In his capacity as a consultant, Pedro has led a number of high profile legislative and crisis engagements. Pedro served as the principal consultant to the California Assembly Select Committee on Housing in the Silicon Valley, the principal consultant to the California Commission for Economic Development, and to the Speaker of the California Assembly. Additionally, he was twice appointed by California's Governor to commissions. Pedro has also served as Deputy Chief of Staff to a member of Congress, Chief of Staff to a member of the California State Assembly, City Manager, Assistant City Manager and Director of Community Development and Planning in various Los Angeles County jurisdictions.

Pedro has been recognized for his work during the City of Bell Municipal Crisis by the California League of Cities, Latino Caucus and received a resolution from the City of Los Angeles for helping restore Trust, Ethics and Fiscal Sustainability as Interim City Administrator for the City of Bell. Pedro holds a degree from California State University, Los Angeles.



Team Biography | CALIFORNIA

## FRANK AGUIRRE JR.

Frank is a local and state government affairs professional with over 15 years of experience working both in the private and public sectors. Frank has demonstrated expertise in strategic planning, event management, communications, community outreach, public relations and planning and land use. Frank spent the last 7 years with the largest Hispanic focused retail grocer in the nation, developing their corporate and social responsibility strategy along with developing and managing their government affairs program.

Additionally, Frank worked for a California State Senator, California State Assembly member and a Los Angeles City Councilmember. Frank has worked and managed several political campaigns across Southern CA for current and former legislatures. Frank holds a degree from California State University, Northridge.



Team Biography | CALIFORNIA

## KIMBERLY CACERES

Kimberly is a local government and public affairs professional with over 7 years of experience. Kimberly's expertise includes coalition building, community outreach, media relations, and grassroots and grass tops campaigning.

Kimberly has managed and worked on local campaigns throughout the San Gabriel Valley and the Inland Empire for numerous local, state and federal candidates. Kimberly was currently appointed to serve as a Board Member on the Mt San Antonio Community College Community Facility Plan Advisory Committee. Kimberly holds a degree from California State University, Los Angeles.



Team Biography | CALIFORNIA

## ENRIQUE VEGA

Enrique is a local government and public affairs professional with over 13 years of experience. Enrique's expertise and emphasis in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly, specifically in the Southeast Los Angeles communities.

Additionally, Enrique was contracted by the Chief Executive Office of Los Angeles County to provide community outreach and community organizing services for residents of unincorporated communities in South Los Angeles. Enrique has worked on various local, statewide and national campaigns and currently serves on the Board of Directors of the South Gate Chamber of Commerce and serves as the Chair of the Government Affairs Committee for the Regional Hispanic Chamber of Commerce, Long Beach. Enrique holds a degree from the California State University, Long Beach.



Team Biography | CALIFORNIA

## JAMES THUERWACHTER

James is a legislative advocate and government affairs professional. James brings years of advocacy experience from both the public and private sectors. James worked for the California State Assembly, where he staffed issues ranging from banking and finance to utilities and commerce and helped draft key legislation benefitting small businesses. While working with a leading telecommunications corporation and later a prominent nonprofit organization, James was instrumental in analyzing, interpreting, and drafting legal and policy analyses relating to First Amendment challenges and privacy regulations at both the state and federal levels. James has helped prepare several amicus briefs, which have been filed in a variety of courts, including the United States Court of Appeals for the Fourth Circuit, federal district courts in California and Arizona, and California and Washington state courts.

A Sacramento native, James received his B.A. in Government at California State University, Sacramento. James received his J.D. from Seattle University School of Law and was a visiting student at the University of California, Hastings College of the Law in 2017.



Team Biography | CALIFORNIA

## ERIKA RAMIREZ

Erika is a local government, planning and land use professional with over 16 years of experience. Erika has expanded her expertise to include management from the level of Program Manager to that of Director or CEO and within the public, private, and nonprofit sectors.

Erika's functions have included working with elected officials and top executives to assess organizations or departments, reduce or maximize budgets, establish employee accountability and implement policy and procedures to improve the efficiency and effectiveness of operations and ensure compliance. Erika is also well versed in public policy, public administration and coalition building. Erika received her undergraduate degree from the University of California, Riverside and her Master's Degree in Urban Planning from New York University.



# EXPERIENCE

## RELATED EXPERIENCE

Prime Strategies of California has extensive experience providing consulting in the areas of executive management, city management, non-profit management, planning and land use, government affairs, public affairs, crisis management, and strategic counseling to name a few.

Prime Strategies of California has also been contracted by municipalities, quasi-governmental jurisdictions and nonprofits to fill a variety of positions including but not limited to City Manager, Assistant City Manager, Executive Director, Director, Chief Executive Officer and Project Manager. Prime Strategies fulfills the vacancies with precision and with the intention of meeting the goals of the hiring body. The goals have ranged from crisis management, such as ensuring all aspects of the municipality are carried out leaving no gap in service for residents, to complete department oversight including assessment, policy, procedure and budget recommendations as well as the implementation of those recommendations. In the role of Project Manager, we have managed the RFP process, selection processes for key city staff, or managed specific development projects on behalf of the City.

Some of the City departments and services that Prime Strategies of California has overseen include Community Development, Development Services, Housing, CDGB Funding, Enforcement, and various constituent services.





## EXPERIENCE CONT.

Cities in which high level positions have been held include:

City of Maywood

City of Bell

City of Lynwood

City of South Gate

City of Cudahy

Joint Powers Authority (CEO)

The strength of our firm lies in the dedicated professionals who form our team. With decades of collective experience, each individual in our firm brings unique experiences, qualifications and relationships to achieve the goals of our clients. We recognize that our clients are not just looking for "lobbying," but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.





## REFERENCES

### **City of Lynwood**

As of May 2015, we serve as the Interim Director of Development, Compliance and Enforcement Services in the City of Lynwood. We oversee Planning, Housing & Community Development, Building & Safety, Code Enforcement, Animal & Parking Enforcement, and Business Licensing.

At the onset the Department was named Development Services and included Planning, Building & Safety and Code Enforcement. The Department went through a transformation. Some divisions were added while others were eliminated, reduced or morphed into new ones. The divisions of CDBG, Housing & Community Development; Business License, and Animal & Parking Control were added to Development Services which became Development, Compliance & Enforcement Services. This newly formed department maintained three divisions but altered their names and increased their areas of responsibility.

In addition to managing the growing employees, budget and developing long range plans, we make recommendations and implement changes to policies to keep costs down while fulfilling services for residents and businesses.

Prime Strategies has also been instrumental in improving opportunities for the City of Lynwood through public policy and budget funding proposals. We have been a liaison to the California Legislature in addressing the City's key legislative and budget priorities. Furthermore, Prime Strategies has monitored legislation on behalf of the City including but not limited to bills, executive orders and budget procurement opportunities.

Currently, the Department has a \$3.3M budget and over 20 employees. We continue to move the City's agenda of promoting and enhancing the quality of life for the residents and businesses while creating an inviting physical environment for visitors. We will continue to serve in our current capacity until the Council selects a permanent city employee for the position.



## REFERENCES CONT.

### **Mi Pueblo Food Center**

Recently, a California retailer with over 40 locations across the state hired Prime Strategies to secure WIC licenses after some of their initial applications had previously been denied.

Mi Pueblo reached out to Prime in the midst of the holiday season, with just two weeks left to appeal and reverse these decisions (this process generally takes 60-90 days making it essential to tackle the issue head on). Our effort began by approaching the Department of Public Health who is responsible for approving or denying licenses. After contacting the necessary public officials, and advising them of the impact this could have on the store's ability to operate, Prime Strategies was able to successfully appeal and reverse the original decision that prevented several of Mi Pueblo's locations from obtaining licenses.

By leveraging existing relationships, Prime Strategies was able to contact all of the officials despite being a holiday schedule. After contact was made, Prime Strategies facilitated communication between the client and the Department of Public Health so that the decision could be reversed before the New Year. Subsequently, Prime Strategies was successful in accomplishing the client's goal despite the limited timeframe, which can be attributed to the firm's creative techniques and relationships.



## REFERENCES CONT.

### **McCormick Barron Salazar**

In recent years, the state of California has made a large effort to expand its urban renewal efforts. Much of the work is actually done by private companies, who often partner with the government in order to achieve the desired result at a lower price. In order for this relationship to work, local governments often subsidize the work done by these private companies. This however, requires a bevy of licenses that must be obtained before a specific deadline.

In order for McCormick, Barron, Salazar to begin redevelopment efforts, they must obtain approvals from the local energy department and the Grant Assistance Program (GAP). These approvals would allow for the client to obtain a Certificate of Occupancy which is needed for the Commercial Redevelopment Agency to sign off on the project.

Prime Strategies is proud to have been able to help the client and the city of Los Angeles in their efforts to increase access to affordable housing. In under 15 days, Prime Strategies was able to successfully secure all necessary approvals from a number of different local agencies which allowed for the company to receive its certificate of occupancy on a number of affordable housing projects. Allowing the projects to go on served a multitude of individuals who were in desperate need of such opportunities.



## REFERENCE CONTACT INFORMATION

### **City of Lynwood**

Aide Castro  
Councilmember  
11330 Bullis Rd.  
Lynwood, CA 90262  
Phone: 310.603.0220 EXT. 200

### **Mi Pueblo Food Centers**

Jose Aguayo  
V.P. of Human Resources  
2501 E Guasti Rd,  
Ontario, CA 91761  
(909) 923-7426

### **McCormick Barron Salazar**

Dan Falcon  
Vice President  
801 West Ave. 41  
Los Angeles, CA 90017  
(213) 236-2680



# AUTHORIZATION

Authorization form for RFQ "Advocacy Services Qualification"

This authorization form references the above RFQ for the City of Huntington Park's request for "Advocacy Services Qualification".

Mr. Pedro Carrillo is hereby authorized to respond and sign the RFQ response for "Advocacy Services Qualification" for the City of Huntington Park.

This authorization and scope of services is valid for (90) days from date of signature.

Name: Pedro Carrillo  
(Name of Representative)

Signature: Pedro Carrillo  
(Signature of Representative)

Date: 11/6/17



## ACCEPTANCE OF CONDITIONS

### ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

ACCEPTANCE: This submission indicates acceptance of the conditions contained in this RFQ response to the City of Huntington Park's request for "Advocacy Services Qualification".

Acknowledged and Agreed:

Agent Signature Pedro Carrillo

Printed Name: Pedro Carrillo

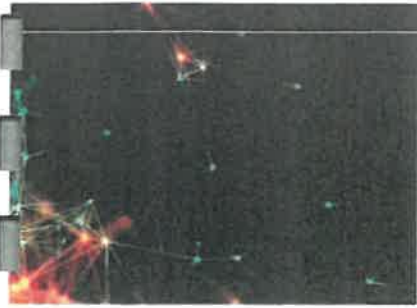
Title: Managing Partner, CA

Firm Name: Prime Strategies of CA, LLC

City, State: Commerce, CA

Phone Number: 213-608-0774

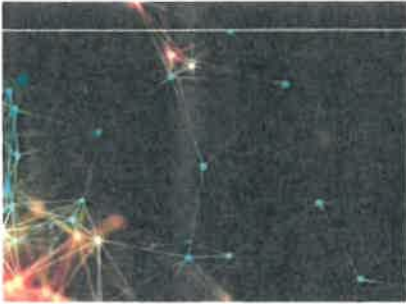




# SCOPE OF SERVICES

**Successor Agency:** Pursuant to State legislation Abx1 26 the "Dissolution Act", the Redevelopment Agency (RDA) of the City of Huntington Park was dissolved effective February 1, 2012. The City has a responsibility to repay the City's debts, disposing of the former Redevelopment Agency's properties and assets to help pay off debts, returning revenues to the local government entities that receive property taxes and winding down the affairs of the former Redevelopment Agency.

The City of Huntington Park's Successor Agency is responsible for preparing a Recognized Obligation Payment Schedule (ROPS) in a manner provided by the State Department of Finance, listing the enforceable obligation of the former RDA and their source of payment. Prime Strategies will review the City's ROPS, current status of repayment as well as RDA activities and properties to provide an assessment on potential implications of financial issues and options as it relates to the Successor Agency and the overall City debt.



# SCOPE OF SERVICES

With decades of collective experience, each individual in our firm brings unique skills, perspective, qualifications and relationships to achieve your goals. We recognize that you are not just looking for “lobbying,” but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.

**County Budget Consulting:** Throughout the county budget process we will advise, navigate the process and execute the necessary paperwork to request specific funding for the City’s current ongoing projects (i.e. street improvements, parks and rec, etc.). Such tasks will include advising on deadlines, providing testimony at budget hearings, meeting with elected officials and/or key staff in preparation for budget meetings. We will provide the “boots on the ground” working on a constant basis on your behalf at the County Hall and State Legislature. We will leverage the City of Huntington Park’s political relationships to maximize results.

**Communications & Messaging:** The government relations and public relations strategies must be tied together to tell a clear and compelling story of the City of Huntington Park. This may require us to tell your story more publicly, not just in the government halls, to elevate the work of your allies and push a message to the community.





# SCOPE OF SERVICES

There are a number of significant opportunities for the City of Huntington Park to ensure optimal positioning in the County, State and the 115th Congress. Prime Strategies will support and expand these relationships and provide a constant presence at all three levels of government. In the initial months of the engagement, Prime will work with staff to identify your most important objectives for the coming year, for example, new program funding, CDBG funding, CSBG grants, additional Housing Authority funding, expanding federal, state and county support for business development, and/or advancing specific policy objectives.

Once established, we will harness our expertise and relationships to advance these priorities on your behalf. We can reasonably expect a new Administration to pursue several policy initiatives, via State or County funding, that have natural synergies with the mission and activities of the City. Our team at Prime Strategies can identify those areas and effectively advocate for the City of Huntington Park.

## **Below are just a few examples:**

- Edward Byrne Memorial Justice Assistance Grant: This grant helps states and localities pay for a range of criminal justice needs.
- U.S. Economic Development Administration Grant: This grant assists economically distressed communities with job creation and public works projects.
- CDBG (Community Development Block Grant - FEDS): This program helps fund a range of housing, infrastructure and business development projects.



# SCOPE OF SERVICES

- The Regional Park and Open Space District (RPOD): This grant administers funds from Prop A for such park and open space related activities from tree planting to creating walking and hiking trails.
- The California Department of Parks and Recreation- Recreational Trails Program (RTP): This funds motorized and non-motorized recreational trails.
- Los Angeles County Arts Commission- Community Impact Arts Grant Program: This funding is open to Municipal departments whose primary mission is to provide services other than arts programming.
- Cal Trans- Active Transportation Program (ATP): Funding for biking, walking, recreational trails and Safe Routes to Schools.
- Los Angeles County Metropolitan Transportation Authority (Metro): Metro distributes funding to improve all modes of surface transportation.
- Office of Community Oriented Policing Services: This program provides money for law enforcement agencies to hire additional community policing officers.

Another potential area to search for funding is with in the bridging of the digital divide for residents of Huntington Park. While cities have large networks of free access to internet connected computers in City Hall and most school children have access at various after school programs there is still a need for quality connections at home. Increasing access to Broadband for households and making 5G wireless available to more families can be a program for consideration.



## SCOPE OF SERVICES

We believe that federal dollars can be secured and directed to the City for the purpose of expanding existing programs and would be the best manner to upgrade and increase broadband accessibility in Huntington Park.

Workforce training programs and resources are essential to the City of Huntington Park. These programs may be expanded by showcasing existing centers and the diverse population that utilize them. These sites and programs are ready and able to become even more robust with additional federal dollars.

Finally, targeting funding opportunities dedicated to services for new immigrants would be of great benefit to the City. We can expect an arduous debate about comprehensive immigration reform to continue. At the Federal level, there was an effort led by the Obama Administration to create a path to citizenship for undocumented immigrants which required language and civics classes which included a funding source. If this policy is revisited, the Prime team can work extensively to ensure that public libraries and other city institutions are included in any plans or discussions for funding eligibility in that they serve as a critical community resource for the delivery of such educational initiatives for adults, many of whom are not engaged in any formal institutional learning.



## SCOPE OF SERVICES

Prime Strategies will work to educate the Department of Homeland Security and the United States Citizenship and Immigration Services on the ability of public libraries to implement such plan.

Given the current position of the Administration and the response from the State of California and the County of L.A. we may anticipate funding opportunities at the State and County levels to fund programs that will help the City's immigrant population in as well. Prime will monitor State and County legislation for such opportunities.

Our work would include tracking and identifying both existing opportunities and those that may emerge. Having Prime's eyes and ears on the ground as debates occur with regard to existing programs and new initiatives that may emerge will be critical in directing resources to the City. It is important to note that in an era without access to discretionary budget items from state elected officials and members of congress, we have learned to take a creative approach in identifying funding sources.



## SCOPE OF SERVICES

**Government Relations:** Building on an excellent reputation and relationships, we will guide the continued engagement of the City Council, to appropriate County and State Government Officials. Prime Strategies aims to augment the City of Huntington Park's efforts with our team of experienced professionals and expand its advocacy capacity. Our strategic efforts will positively impact the City's legislative advocacy agenda and government relations in order to protect the interests of the City, its businesses and its residents.

**How We Work:** First and foremost, our goal is to fulfill objectives, not to extend a client retainer for as long as possible. Our focus is to advocate on behalf of the City of Huntington Park on a variety of issues including; economic development, community development, public safety, affordable housing, parks and recreation, transportation, small business and any other issues as assigned. We will be honest and forthright regarding the City's objectives and their likelihood of success. We will give candid counsel regardless of the impact it may make on the engagement.





# WHY PRIME FOR HUNTINGTON PARK

**Record of Success:** Prime Strategies of California is well-suited to successfully represent the City of Huntington Park in creating and implementing its legislative agenda and advocacy efforts. The firm has a proven track record of helping to pass, stop or amend legislation to the benefit of its clients.

The first step towards a successful partnership with the City is to develop a thorough understanding of your legislative and public policy priorities (tracking, opportunities to support/kill bills, budget appropriations, message development, etc.). We will begin research and intelligence gathering to build a better and more accurate picture of the current political landscape and understand your needs in the County and State Legislature. During this time, Prime Strategies of California proposes to work closely with your executive team, to develop a legislative, regulatory and local government relations agenda.

Once we gather this information, we will be able to develop strategies and tactics for engaging key decision makers and move them towards taking positive action. Part of our legislative strategy will begin with meetings and briefings with key County officials, Assembly and Senate members on key legislative committees (i.e. appropriations, budget, labor, health, utilities and energy, jobs economic development and the economy, banking and finance, etc.). These initial meetings would allow us to introduce the City of Huntington Park's legislative priorities.

**ITEM 4**

**APPOINTMENTS OF CITY COUNCIL MEMBERS TO THE VARIOUS  
OUTSIDE COMMITTEES**





## **ITEM 5**

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK ("IBANK") FOR FINANCING A CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING OF A CAPITAL IMPROVEMENT PROJECT IF IBANK APPROVES SAID APPLICATION, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**





# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

June 16, 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 A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK ("IBANK") FOR FINANCING A CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING OF A CAPITAL IMPROVEMENT PROJECT IF IBANK APPROVES SAID APPLICATION, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

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

1. Adopt Resolution No. 2020-47 – A Resolution of the City Council of the City of Huntington Park Authorizing the Submission of an Application to the California Infrastructure and Economic Development Bank ("IBank") for Financing a Capital Improvement Project, Authorizing the Incurring of an Obligation Payable to IBank for the Financing of a Capital Improvement Project if IBank Approves Said Application, Declaration of Official Intent to Reimburse Certain Expenditures from the Proceeds of an Obligation, and Approving Certain Other Matters in Connection Therewith

## **BACKGROUND**

The City Council approved the Aquatic Center construction project in August 2019. At the same time, the City Council authorized the City Manager to negotiate and execute any combination of allowable financing options for the aquatic center.

The City is currently in the application process for an infrastructure capital improvement loan from the California Infrastructure and Economic Development Bank ("IBank"). City staff is currently working with IBank personnel to complete the application and approval process. It is appropriate at this time for the City Council to approve a resolution allowing the City to reimburse the General Fund from loan proceeds for any monies expended on

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK ("IBANK") FOR FINANCING A CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING OF A CAPITAL IMPROVEMENT PROJECT IF IBANK APPROVES SAID APPLICATION, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

June 16, 2020

Page 2 of 2

the aquatic center construction project. The reimbursement period covers any monies that have been expended in the past 60 days and until such time as the City's loan is processed and approved by IBank.

**FISCAL IMPACT/FINANCING**

Approving the Resolution allows the City to reimburse the General Fund with loan proceeds for any monies expended on the Aquatics Center project in the past 60 days and going forward once the City's IBank loan has been processed and approved.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**Nita McKay**  
Director of Finance & Administrative Services

**ATTACHMENT(S)**

A. Resolution No. 2020-47 – A Resolution of the City Council of the City of Huntington Park Authorizing the Submission of an Application to the California Infrastructure and Economic Development Bank ("IBank") for Financing a Capital Improvement Project, Authorizing the Incurring of an Obligation Payable to IBank for the Financing of a Capital Improvement Project if IBank Approves Said Application, Declaration of Official Intent to Reimburse Certain Expenditures from the Proceeds of an Obligation, and Approving Certain Other Matters in Connection Therewith

## Attachment “A”



**RESOLUTION NO. 2020-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK ("IBANK") FOR FINANCING A CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING OF A CAPITAL IMPROVEMENT PROJECT IF IBANK APPROVES SAID APPLICATION, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the California Infrastructure and Economic Development Bank ("IBank") administers a financing program to assist local governments with the financing of eligible projects in accordance with Section 63000 et seq. of the California Government Code (the "Act"); and

**WHEREAS**, IBank created the Infrastructure State Revolving Fund Program ("ISRF Program") pursuant to the provision of the Act; and

**WHEREAS**, IBank has instituted an application process for financing under its ISRF Program; and

**WHEREAS**, IBank's Criteria, Priorities and Guidelines for the Selection of Projects for Financing under the ISRF Program, dated February 23, 2016, and as may thereafter be amended from time to time (the "Criteria"), establishes requirements for the financing of projects under the ISRF Program; and

**WHEREAS**, the City of Huntington Park ("Applicant") desires to submit an application ("Financing Application") to IBank under the ISRF Program for financing and refinancing the costs of the Huntington Park Aquatic Center ("Project") in an amount not to exceed \$29,200,000; and

**WHEREAS**, the Act and the Criteria require the Applicant to make, by resolution of its governing body, certain findings prior to a project being selected for financing by IBank; and

**WHEREAS**, the Applicant expects to incur or pay certain expenditures in connection with the Project from its General Fund that are reimbursable with the proceeds of tax-exempt bonds or other tax-exempt securities under Federal Tax Law (defined below) prior to incurring indebtedness for the purpose of financing costs associated with the Project on a long-term basis (the "Reimbursement Expenditures"); and

**WHEREAS**, the Applicant reasonably expects that a financing arrangement (“Obligation”) in an amount not expected to exceed \$29,200,000 will be entered into under and memorialized by one or more financing agreements and related documents (collectively, the “Financing Agreement”) and that certain proceeds of such Obligation will be used to reimburse the Applicant for Reimbursement Expenditures incurred or paid prior to incurring the Obligation; and

**WHEREAS**, the Applicant acknowledges that IBank funds the ISRF Program, in part, with the proceeds of tax-exempt bonds and, as such, has certain compliance obligations that may require it to have the Applicant enter into one or more new financing agreements to replace the Financing Agreement (collectively, the “Replacement Agreement”) on terms and conditions substantially identical to the original Financing Agreement.

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

**SECTION 1:** The City Council hereby approves, confirms, ratifies, and affirms all actions of the Applicant’s representatives, employees and officers heretofore taken in connection with, or with respect to, submitting the Financing Application, and the consideration and approval of the Obligation and the Financing Agreement, if IBank approves the Financing Application and the Obligation, and in connection therewith the City Council finds and certifies:

- a. The Project facilitates the effective and efficient use of existing and future public resources so as to promote both economic development and conservation of natural resources;
- b. The Project develops and enhances public infrastructure in a manner that will attract, create, and sustain long-term employment opportunities;
- c. That the Project is consistent with the General Plan of the City of Huntington Park and the General Plan of the County of Los Angeles;
- d. The proposed financing is appropriate for the Project;
- e. The Project is consistent with the Criteria; and
- f. It has considered (i) the impact of the Project on California’s land resources and the need to preserve such resources; (ii) whether the Project is economically or socially desirable; and (iii) whether the project is consistent with, and in furtherance of the State Environmental Goals and Policy Report (as defined in the Criteria).

**SECTION 2:** The Applicant hereby declares its official intent to use proceeds of the Obligation to reimburse itself for the Reimbursement Expenditures with the proceeds of tax-exempt bonds or other tax exempt securities issued under the provisions of the Internal Revenue Code of 1986, as amended, and those Treasury Regulations implementing such provisions (collectively, “Federal Tax Law”). This declaration is made solely for purposes of establishing compliance with applicable requirements of Federal Tax Law and its date is controlling for purposes of reimbursement under Federal Tax Law.



This declaration does not bind the Applicant to make any expenditure, incur any indebtedness, or proceed with the Project.

**SECTION 3:** All of the Reimbursement Expenditures were made no earlier than 60 days prior to the date of this Resolution. The Applicant will allocate proceeds of the Obligation to pay Reimbursement Expenditures within eighteen (18) months of the later of the date the original expenditure was paid or the date the Project was placed in service or abandoned, but in no event more than three (3) years after the original expenditure was paid.

**SECTION 4:** The City Manager and his designee is hereby authorized and directed to act on behalf of the Applicant in all matters pertaining to the Financing Application, and if IBank approves the Financing Application and the Obligation, the execution of related financial documents, including but not limited to, the authority to: (i) pledge the revenues of the General Fund and all legally available amounts in the General Fund, on a parity basis with the Applicant's obligations in connection with the existing IBank loan, to the repayment of the Obligation, (ii) provide covenants relating to, among other things, maintaining the debt service coverage ratio required by IBank, rates and charges to be pledged, and as to any other security or collateral securing the Obligation, and (iii) take any other action necessary or desirable to enable the Applicant to enter into the Financing Agreement and incur the Obligation.

**SECTION 5:** If the Financing Application and the Obligation is approved by IBank, the City Manager and his designee is authorized to negotiate, enter into and sign financing documents and any amendments thereto, including, but not limited to the Financing Agreement and the Replacement Agreement, with IBank for the purposes of financing the Obligation.

**SECTION 6:** This Resolution shall become effective immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED** this 16<sup>th</sup> day of June, 2020

\_\_\_\_\_  
Manuel "Manny" Avila, Mayor

ATTEST:

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

APPROVED AS TO FORM

\_\_\_\_\_  
Arnold M. Alvarez-Glasman  
City Attorney



**ITEM 6**

**CONSIDERATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK POLICE  
MANAGEMENT ASSOCIATION (HPPMA)**





# **CITY OF HUNTINGTON PARK**

Human Resources Department  
City Council Agenda Report

June 16, 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 POLICE MANAGEMENT ASSOCIATION (HPPMA)**

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

1. Approve the Memorandum of Understanding (MOU) between the City of Huntington Park and the Huntington Park Police Management Association (HPPMA) for the period July 1, 2019 through June 30, 2024 in substantially the form provided; and
2. Provide the authority to the City Manager to finalize the language of the MOU to implement mutually agreed upon language modifications and authorize him to execute the agreement once all terms are finalized.

### **BACKGROUND**

Following months of negotiations between the City and HPPMA negotiating teams, a tentative agreement has been reached with ratification by HPPMA members. If approved by the City Council, the proposed Memorandum of Understanding will be effective retroactively to July 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 Police Management Association will be implemented.

The following summarizes the Proposed HPPMA MOU.

1. Term: Five (5) Year Contract – July 1, 2019 through June 30, 2024.
2. Cost of Living Adjustments: ARTICLE TWO, Section I (A through E) –  
A. July 1, 2019 – 3%

**CONSIDERATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK POLICE MANAGEMENT ASSOCIATION (HPPMA)**

June 16, 2020

Page 2 of 2

- B. July 1, 2020 – 3%
- C. July 1, 2021 – 3%
- D. July 1, 2022 – 3%
- E. July 1, 2023 – 2%

- 3. Longevity Pay: ARTICLE TWO, Section XVI (C) – Effective July 1, 2019, 20-year longevity increases from \$600 per month to \$870 per month; 25-year longevity increases from \$600 per month to \$870 plus 8% of base salary per month.
- 4. Clean Up Language: The MOU will be modified with other mutually agreed upon language modifications to conform to current practice, state or federal laws or to remove ambiguous or unclear language.

**FISCAL IMPACT/FINANCING**

Approving the Memorandum of Understanding with the Huntington Park Police Management Association will require an additional budget appropriation of \$26,250 to cover the expenditures related to the payroll increase and related benefit increases for FY 2019-2020.

**CONCLUSION**

Upon approval by City Council, a fully executed Memorandum of Understanding will be finalized and forwarded to the Police Management Association and the Finance Department will appropriate an additional amount of \$26,250 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. Draft Memorandum of Understanding (MOU) with the Huntington Park Police Management Association (HPPMA).

## Attachment “A”





## TABLE OF CONTENTS

<b>ARTICLE ONE: EMPLOYEE AND EMPLOYER RIGHTS.....</b>	<b>1</b>
<b>I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING .....</b>	<b>1</b>
<b>II. RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES .....</b>	<b>1</b>
<b>III. BARGAINING UNIT CHANGES .....</b>	<b>1</b>
<b>IV. NONDISCRIMINATION .....</b>	<b>1</b>
A. POLICY .....	1
B. ASSOCIATION AGREES NOT TO DISCRIMINATE.....	2
<b>V. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS .....</b>	<b>2</b>
<b>VI. DUES/INSURANCE CHECK-OFF .....</b>	<b>2</b>
<b>VII. INDEMNIFICATION .....</b>	<b>3</b>
<b>VIII. USE OF CITY FACILITIES .....</b>	<b>3</b>
<b>IX. USE OF BULLETIN BOARDS .....</b>	<b>3</b>
<b>X. RIGHTS .....</b>	<b>4</b>
A. EMPLOYEE RIGHTS .....	4
B. MANAGEMENT RIGHTS AND RESPONSIBILITIES .....	4
C. IMPACT ON MANAGEMENT RIGHTS.....	6
<b>XI. PAID TIME OFF FOR HPPMA REPRESENTATIVES .....</b>	<b>7</b>
A. RELEASE TIME.....	7
B. LIMITATIONS .....	7
<b>ARTICLE TWO: SALARIES AND COMPENSATION .....</b>	<b>8</b>
<b>I. SALARIES .....</b>	<b>8</b>
A. SALARY ADJUSTMENTS – JULY 2016 .....	8
B. SALARY ADJUSTMENTS – JULY 2017 .....	8
C. SALARY ADJUSTMENTS – JULY 2018 .....	8
<b>II. CITY’S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY .....</b>	<b>8</b>
<b>III. FIVE STEP SALARY SCHEDULE .....</b>	<b>8</b>
<b>IV. STEP INCREASES – BASED ON MERIT .....</b>	<b>9</b>
A. NOT AUTOMATIC .....	9
B. BASED ON MERIT .....	9
<b>V. PROBATIONARY PERIOD .....</b>	<b>10</b>
A. LENGTH OF PROBATIONARY PERIOD .....	10
B. “AT WILL” STATUS .....	10
C. PROMOTIONS .....	10
<b>VI. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION .....</b>	<b>10</b>
A. REDUCTION OF UNIT SALARY RANGE .....	10
B. INCREASE OF SALARY RANGE OR CLASSIFICATION .....	10
C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE.....	11
D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE.....	11

## TABLE OF CONTENTS

<b>VII. ANNIVERSARY DATE .....</b>	<b>11</b>
A. DATE OF INITIAL HIRE.....	11
B. LIMITATIONS .....	11
<b>VIII. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE .....</b>	<b>12</b>
<b>IX. FREQUENCY OF PAYCHECK ISSUANCE .....</b>	<b>12</b>
<b>X. PAYROLL WITHHOLDING CHANGES .....</b>	<b>12</b>
<b>XI. VOLUNTARY 457 DEFERRED COMPENSATION PLAN .....</b>	<b>12</b>
A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN.....	12
B. PLAN DOCUMENTS AND RULES .....	12
C. CHANGING YOUR CONTRIBUTION .....	13
D. LIMITATIONS .....	13
<b>XII. ACTING PAY .....</b>	<b>13</b>
A. ELIGIBILITY .....	13
B. COMPENSATION.....	13
C. LIMITATIONS .....	14
<b>XIII. BILINGUAL PROGRAM .....</b>	<b>14</b>
A. PURPOSE .....	14
B. QUALIFICATION.....	14
C. COMPENSATION.....	15
<b>XIV. POLICE P.O.S.T. MANAGEMENT CERTIFICATE .....</b>	<b>15</b>
A. PURPOSE .....	15
B. ELIGIBILITY .....	15
C. COMPENSATION.....	15
D. LIMITATIONS .....	16
<b>XV. POLICE MANAGEMENT EDUCATIONAL INCENTIVE PROGRAM .....</b>	<b>16</b>
A. PURPOSE .....	16
B. ELIGIBILITY .....	17
C. COMPENSATION.....	17
D. LIMITATIONS .....	17
<b>XVI. LONGEVITY PAY .....</b>	<b>18</b>
A. PURPOSE .....	18
B. EFFECTIVE.....	ERROR! BOOKMARK NOT DEFINED.
C. COMPENSATION.....	18
D. LONGEVITY PAY/EPMC .....	ERROR! BOOKMARK NOT DEFINED.
<b>XVII. QUARTERLY RANGE PAY .....</b>	<b>18</b>
A. REQUIRED TO ATTEND RANGE QUALIFICATION .....	18
B. PERISHABLE SKILLS TRAINING .....	18
<b>XVIII. TEMPORARY ASSIGNMENTS .....</b>	<b>19</b>
A. LIMITATIONS .....	19
B. NOT ENTITLED TO ADMINISTRATIVE APPEAL .....	19
<b>ARTICLE THREE: WORK PERIODS, SCHEDULES AND OVERTIME.....</b>	<b>20</b>
<b>I. ESTABLISHING AND POSTING WORK SCHEDULES .....</b>	<b>20</b>

## TABLE OF CONTENTS

<b>II. WORK PERIODS – UNIT EMPLOYEE .....</b>	<b>20</b>
A. SEVEN (7) DAY WORK WEEK .....	20
B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ ENDING .....	20
<b>III. WORK SCHEDULES/WORK SHIFTS.....</b>	<b>20</b>
A. CITY WORK SCHEDULES.....	20
<b>IV. PUNCTUALITY/TARDINESS .....</b>	<b>21</b>
A. POLICY .....	21
B. NO PAY FOR TARDINESS .....	21
C. NO USE OF LEAVE TIME BENEFITS .....	21
D. DISCIPLINARY ACTION .....	22
<b>V. OVERTIME .....</b>	<b>22</b>
A. POLICY .....	22
B. UNIT EMPLOYEES – 40 HOURS PER 7 DAY WORK PERIOD .....	22
C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME .....	22
D. APPROVAL OF OVERTIME .....	22
E. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE .....	22
F. REGULAR DAY OFF WORKED .....	23
G. REGULAR HOURLY RATE OF COMPENSATION – 40 HOUR WORKWEEK.....	23
H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME .....	23
<b>VI. TIME WORKED .....</b>	<b>24</b>
A. TIME WORKED – 7 DAY WORK PERIOD.....	24
<b>VII. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME .....</b>	<b>24</b>
A. ADVANCED APPROVAL.....	24
B. ONE DAY TRAVEL TRIPS .....	25
C. OVERNIGHT TRIPS.....	25
D. TRAINING DAY OCCURS ON EMPLOYEE WORK DAY.....	25
<b>VIII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES .....</b>	<b>26</b>
A. BREAK-REST PERIOD SCHEDULING .....	26
B. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION .....	26
C. LIMITATIONS .....	26
<b>IX. MEAL TIME .....</b>	<b>26</b>
A. MEAL TIME SCHEDULING.....	26
B. MEAL TIME ONE-HALF (½) HOUR DURATION .....	27
C. LIMITATIONS .....	27
<b>X. CALL BACK PAY (UNSCHEDULED) .....</b>	<b>27</b>
A. PURPOSE .....	27
B. COMPENSATION.....	27
C. LIMITATIONS .....	28
<b>XI. ON-CALL DUTY PAY .....</b>	<b>28</b>
A. DEFINITION .....	28
B. ASSIGNMENT .....	28
C. COMPENSATION.....	29

## TABLE OF CONTENTS

D. NOT ELIGIBLE FOR ON-CALL PAY .....	29
<b>XII. ASSIGNMENT OF OVERTIME .....</b>	<b>29</b>
<b>XIII. COMPENSATORY TIME .....</b>	<b>29</b>
A. ELIGIBILITY .....	29
B. AUTHORIZATION .....	29
C. ACCUMULATION OF COMPENSATORY TIME BANK .....	30
D. SCHEDULING AND USE OF COMPENSATORY TIME .....	30
E. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE .....	30
<b>XIV. COURT TIME PAY .....</b>	<b>31</b>
A. COMPENSATION .....	31
B. REQUIREMENT .....	31
<b>ARTICLE FOUR: SUPPLEMENTAL BENEFITS.....</b>	<b>32</b>
<b>I. RETIREMENT .....</b>	<b>32</b>
A. CALPERS RETIREMENT BENEFITS .....	32
B. ESTABLISHMENT OF TWO-TIER RETIREMENT FORMULA FOR SAFETY EMPLOYEES .....	33
C. CITY PAYMENT – EMPLOYEE’S CALPERS RATE .....	33
D. EMPLOYEE CONTRIBUTION TOWARDS CALPERS RETIREMENT .....	33
<b>II. HEALTH INSURANCE .....</b>	<b>33</b>
A. HEALTH INSURANCE – CALPERS MEDICAL PLANS .....	33
B. HEALTH INSURANCE – CITY CONTRIBUTION .....	33
<b>III. RETIREE HEALTH INSURANCE .....</b>	<b>34</b>
A. ELIGIBILITY .....	34
B. RETIRED HEALTH INSURANCE BENEFIT .....	34
C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED. ....	34
<b>IV. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-     PERSABLE) .....</b>	<b>35</b>
A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT .....	35
B. PROOF OF COVERAGE/WAIVE CITY LIABILITY .....	35
C. OPT-OUT CASH VALUE (NON-PERSABLE) .....	36
D. RE-ENROLLMENT IN CITY HEALTH INSURANCE PLAN .....	36
<b>V. DENTAL INSURANCE .....</b>	<b>36</b>
A. BENEFITS – DELTA CARE/PMI PLAN .....	36
B. DENTAL INSURANCE BENEFITS – LIMITATIONS .....	36
<b>VI. LIFE INSURANCE .....</b>	<b>37</b>
A. BENEFIT .....	37
B. LIMITATION .....	37
<b>VII. LONG TERM DISABILITY INSURANCE .....</b>	<b>37</b>
A. PURPOSE .....	37
B. BENEFIT .....	37
C. LIMITATIONS .....	38
<b>VIII. VISION CARE INSURANCE.....</b>	<b>38</b>

## TABLE OF CONTENTS

A. BENEFIT .....	38
<b>IX. CITY RIGHTS – CONTENT AND CONTRACTOR .....</b>	<b>38</b>
A. INSURANCE/EMPLOYEE BENEFIT PLANS .....	38
B. MEET WITH HPPMA .....	38
<b>X. UNIFORMS ALLOWANCE AND ISSUED UNIFORM EQUIPMENT – SWORN UNIT EMPLOYEES .....</b>	<b>39</b>
A. PURPOSE .....	39
B. SAFETY EQUIPMENT – ONE TIME PURCHASE .....	39
C. UNIFORM CLEANING AND REPLACEMENT ALLOWANCE – SWORN UNIT EMPLOYEE .....	39
D. LIMITATIONS .....	40
E. PURCHASE – SPECIFICATIONS AND RECEIPTS .....	40
F. TERMINATION PRIOR TO COMPLETION OF PROBATION .....	40
G. UNIFORM EQUIPMENT – REPAIR AND REPLACEMENT .....	41
H. SPECIAL ASSIGNMENT SAFETY EQUIPMENT .....	41
I. OTHER UNIFORM ITEMS .....	42
J. CHIEF OF POLICE – SAFETY EQUIPMENT NOT LISTED .....	42
<b>XI. TUITION REIMBURSEMENT PROGRAM .....</b>	<b>42</b>
A. PURPOSE .....	42
B. ANNUAL REIMBURSEMENT .....	43
C. REQUIREMENTS .....	43
<b>XII. COFFEE SUPPLIES .....</b>	<b>43</b>
<b>ARTICLE FIVE: LEAVE POLICIES .....</b>	<b>44</b>
<b>I. HOLIDAYS .....</b>	<b>44</b>
A. ANNUAL HOLIDAY LEAVE .....	44
B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES .....	44
C. UNUSED HOLIDAY LEAVE TIME .....	45
D. USE OF HOLIDAY LEAVE .....	45
UNIT EMPLOYEES MAY TAKE HIS/HER UNUSED HOLIDAY LEAVE TIME AS APPROVED BY POLICE MANAGEMENT WITH DUE REGARD TO THE SERVICE NEEDS OF THE CITY AND THE NEEDS OF THE UNIT EMPLOYEE. ....	45
E. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY .....	45
F. HOLIDAYS OCCURRING DURING VACATION PERIOD .....	45
G. HOLIDAYS AND SICK LEAVE USE .....	45
H. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION .....	46
I. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR’S EVE .....	46
<b>II. VACATION LEAVE .....</b>	<b>47</b>
A. VACATION LEAVE ACCRUAL .....	47
B. VACATION LEAVE EARNED .....	47
C. APPROVAL OF VACATION LEAVE REQUESTS .....	47
D. NO VACATION TAKEN PRIOR TO ACCRUED .....	48
E. LIMITATIONS ON VACATION LEAVE .....	48
F. PAYMENT ON TERMINATION, LAYOFF, OR DEATH .....	48
G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION .....	48
<b>III. SICK LEAVE .....</b>	<b>48</b>
A. PURPOSE OF SICK LEAVE .....	48
B. SICK LEAVE ACCRUAL RATE .....	49
C. 50% CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE .....	49

## TABLE OF CONTENTS

D. NO CASH-OUT OF ACCUMULATED SICK LEAVE BANK AT TERMINATION .....	50
E. CASH OUT OF 50% ANNUAL SICK LEAVE ACCRUAL AT TERMINATION .....	50
F. USE OF SICK LEAVE .....	50
G. ABUSE OF SICK LEAVE .....	51
H. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS .....	51
<b>IV. ADMINISTRATIVE LEAVE – EXECUTIVE/MANAGEMENT.....</b>	<b>51</b>
A. ELIGIBILITY .....	51
B. LIMITATIONS .....	51
<b>V. PERSONAL BUSINESS LEAVE .....</b>	<b>52</b>
A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR.....	52
B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE.....	52
C. LIMITATIONS .....	52
<b>VI. WORK RELATED DISABILITY .....</b>	<b>52</b>
A. POLICY .....	52
<b>VII. SICK LEAVE WITHOUT PAY .....</b>	<b>53</b>
A. POLICY .....	53
B. LIMITATIONS .....	53
<b>VIII. TEMPORARY MODIFIED WORK .....</b>	<b>53</b>
A. ELIGIBILITY .....	53
B. LIMITATIONS .....	53
C. APPLICATION AND ACCEPTANCE .....	54
D. OUTSIDE EMPLOYMENT .....	54
E. FINAL DECISION.....	54
<b>IX. BEREAVEMENT LEAVE .....</b>	<b>54</b>
A. POLICY .....	54
B. IMMEDIATE FAMILY .....	54
C. VERIFICATION .....	55
<b>X. JURY DUTY .....</b>	<b>55</b>
A. POLICY .....	55
<b>XI. MILITARY LEAVE .....</b>	<b>55</b>
A. POLICY .....	55
B. COMPENSATION.....	55
C. EXTENDED BENEFITS – WAR ON TERRORISM .....	56
<b>XII. MILITARY FAMILY LEAVE .....</b>	<b>56</b>
A. POLICY .....	56
B. NEW QUALIFYING REASON FOR LEAVE .....	56
C. NEW UNPAID LEAVE ENTITLEMENT .....	56
<b>XIII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS     ACT (CFRA) .....</b>	<b>57</b>
A. PURPOSE .....	57
B. ELIGIBILITY FOR FMLA AND CFRA .....	57
C. EMPLOYEE RIGHTS UNDER FMLA .....	58
D. APPROVAL PROCESS FOR FMLA .....	58

## TABLE OF CONTENTS

E. PRIVACY UNDER FMLA .....	58
F. USE OF ACCRUALS WHILE ON FMLA .....	59
G. EXPIRATION OF FMLA .....	59
<b>XIV. PREGNANCY DISABILITY LEAVE (PDL) .....</b>	<b>59</b>
<b>XV. VOTING LEAVE .....</b>	<b>60</b>
<b>XVI. SCHOOL ACTIVITY LEAVE .....</b>	<b>60</b>
A. POLICY .....	60
B. LIMITATIONS/RIGHTS.....	61
<b>XVII. LEAVE OF ABSENCE WITHOUT PAY .....</b>	<b>61</b>
A. POLICY .....	61
B. LIMITATIONS .....	61
<b>XVIII. ABSENCE WITHOUT PAY .....</b>	<b>61</b>
A. POLICY .....	61
B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION .....	61
<b>XIX. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE .....</b>	<b>62</b>
<b>ARTICLE SIX: WORKING CONDITIONS.....</b>	<b>63</b>
<b>I. AMERICANS WITH DISABILITIES ACT (ADA) .....</b>	<b>63</b>
A. ACCOMMODATIONS .....	63
B. ADA COMPLIANCE .....	63
C. ACTIONS TAKEN NOT GRIEVABLE .....	63
<b>II. RESIGNATION .....</b>	<b>63</b>
<b>III. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK .....</b>	<b>64</b>
A. NON-PAY STATUS .....	64
B. USE OF ACCUMULATED LEAVE .....	64
C. NO USE OF SICK LEAVE .....	64
<b>IV. CITY DRESS CODE .....</b>	<b>64</b>
A. RIGHT TO SET DRESS CODE .....	64
B. POLICE DEPARTMENT UNIT EMPLOYEES .....	65
<b>V. CITY ADMINISTRATIVE POLICIES .....</b>	<b>65</b>
A. POLICIES .....	65
B. SUBJECTS.....	65
C. ADDITIONAL ADMINISTRATIVE POLICIES .....	65
<b>VI. POLICE DEPARTMENT SUBSTANCE ABUSE POLICY .....</b>	<b>65</b>
A. POLICIES .....	65
B. RANDOM DRUG TESTING.....	66
C. DETAILS .....	66
<b>VII. SPECIAL EVENTS .....</b>	<b>66</b>
A. PREFERENCE.....	66
B. PROCEDURES .....	66

## TABLE OF CONTENTS

SUCH ASSIGNMENTS SHALL BE MADE IN ACCORDANCE WITH PROCEDURES ESTABLISHED BY THE CHIEF OF POLICE.	66
<b>VIII. SENIORITY SHIFT BID POLICY</b>	<b>66</b>
A. SENIORITY - POLICE MANAGEMENT	66
B. REASSIGNMENT	66
C. LIMITATIONS	67
D. POLICE MANAGEMENT – RIGHT TO TRANSFER	67
<b>ARTICLE SEVEN: GRIEVANCE PROCEDURE</b>	<b>68</b>
<b>I. GRIEVANCE PROCEDURE</b>	<b>68</b>
A. SCOPE AND LIMITATIONS	68
B. SCOPE AND LIMITATIONS	68
C. PROCEDURE	68
<b>ARTICLE EIGHT: GENERAL PROVISIONS</b>	<b>71</b>
<b>I. TERM OF MEMORANDUM OF UNDERSTANDING</b>	<b>71</b>
<b>II. EMERGENCY WAIVER</b>	<b>71</b>
<b>III. SEVERABILITY PROVISION</b>	<b>71</b>
<b>IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY</b>	<b>71</b>
<b>V. FULL AGREEMENT AND IMPLEMENTATION</b>	<b>72</b>
A. FULL AGREEMENT – WAIVER OF MEET AND CONFER	72
<b>VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS</b>	<b>72</b>
A. NO STRIKES/JOB ACTION	72
B. ASSOCIATION RESPONSIBILITY	72
<b>ARTICLE NINE: RATIFICATION</b>	<b>73</b>
<b>I. RATIFICATION</b>	<b>73</b>
A. ACKNOWLEDGEMENT	73
B. MUTUAL RECOMMENDATION	73
C. RATIFIED – PENDING CITY COUNCIL APPROVAL	73
<b>ARTICLE TEN: IMPLEMENTATION</b>	<b>74</b>
<b>IMPLEMENTATION</b>	<b>74</b>
<b>ARTICLE ELEVEN: EXECUTION OF NEW AGREEMENT</b>	<b>75</b>
<b>EXECUTION OF NEW AGREEMENT</b>	<b>75</b>



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF HUNTINGTON PARK, CALIFORNIA  
AND  
THE HUNTINGTON PARK POLICE MANAGEMENT ASSOCIATION (HPPMA)**

**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 Police Management Association, hereinafter called "HPPMA" or "Association" representing the full-time, management, sworn police safety classified employees of the City. 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 HPPMA as the exclusive representative of the full-time, sworn police management employees, comprised of Police Lieutenants and Police Captains employees, 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 "HPPMA," "Police Management Association" or "Unit Employees."

**III. BARGAINING UNIT CHANGES**

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

**IV. 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

## ARTICLE ONE

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, HPPMA 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 HPPMA for any of the above enumerated reasons.

### **V. 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. Upon agreement between the City and HPPMA, certain incumbent unit employee(s) can be designated as confidential by the City Manager after meeting and consulting with the association. Those employees 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.

### **VI. DUES/INSURANCE CHECK-OFF**

The City shall, on behalf of HPPMA during the term of this MOU shall do the following:

1. Provide official payroll deductions for HPPMA dues and approved insurance and welfare plan fees (uniform in dollar amount for all unit employees) to be deducted bi-weekly by the City from the salary of each unit employee who has filed a written authorization, on the appropriate City form, that such deduction be made.

## ARTICLE ONE

2. Assistance to HPPMA on a quarterly basis by identifying newly hired unit employees in the representation unit.
3. Distribution of HPPMA membership packets, if provided by the City, to newly hired unit employees in the representation unit; and
4. Inform all new hires in the representation unit that HPPMA is the employee organization designated as the representative of the employees in the unit.

## VII. INDEMNIFICATION

HPPMA agrees to defend and indemnify and hold harmless the City against all claims and/or other forms of liability arising from the provisions of Article One, Section VI, of this MOU.

## VIII. USE OF CITY FACILITIES

1. 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.
2. 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

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

## ARTICLE ONE

1. All materials must be dated and must identify the organization which published them.
2. The actual posting of materials will be done by the HPPMA. 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).
3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to HPPMA materials.
4. If HPPMA does not abide by these rules, they will forfeit its right to have material posted on City bulletin boards.
5. The HPPMA shall be permitted to use the City's email system to communicate to its unit employees provided; however, the association and its members shall comply with the City's Information Technology Equipment Policy and other regulations as set forth by the City.

### **X. 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:

## ARTICLE ONE

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;
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 or nonproductive or not cost effective as determined by the City;
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;
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 HPPMA, 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 other required by law.
3. After meeting and conferring with HPPMA, 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 right.

**XI. PAID TIME OFF FOR HPPMA REPRESENTATIVES**

**A. RELEASE TIME**

1. Leave of Absence with Pay is authorized for representatives of HPPMA to attend employee relations related conferences, meetings, institutes, or similar affairs approved in advance by the Chief of Police (in addition to meet and confer sessions with City representatives).
2. Such leave is subject to the prior approval of the Chief of Police or City Manager.

**B. LIMITATIONS**

HPPMA 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 – July 2019**

Effective on the first day of the pay period, which includes July 1, 2019, all classifications in the unit shall receive a three percent (3.0%) base salary increase.

**B. SALARY ADJUSTMENTS – July 2020**

Effective on the first day of the pay period, which includes July 1, 2020, all classifications in the unit shall receive a three percent (3.0%) base salary increase.

**C. SALARY ADJUSTMENTS – July 2021**

Effective on the first day of the pay period, which includes July 1, 2021, all classifications in the unit shall receive a three percent (3.0%) salary increase.

**D. SALARY ADJUSTMENTS – July 2022**

Effective on the first day of the pay period, which includes July 1, 2022, all classifications in the unit shall receive a three percent (3.0%) salary increase.

**E. SALARY ADJUSTMENTS – July 2023**

Effective on the first day of the pay period, which includes July 1, 2023, all classifications in the unit shall receive a two percent (2.0%) salary increase.

**II. CITY'S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY**

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.

**III. FIVE STEP SALARY SCHEDULE**

**Step 1**



## ARTICLE TWO

- a) Shall be the entry level step for new unit employees in all classifications unless otherwise 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.

## IV. 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 unit employee's performance with at least a satisfactory job performance rating.

**V. PROBATIONARY PERIOD**

**A. LENGTH OF PROBATIONARY PERIOD**

1. All unit employees including all lateral transfers and except, 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 Chief of Police 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 as 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 they held as permanent employee prior to the promotion, unless he/she is dismissed from the City service in the manner provided in Civil Service Rules and Regulations as amended and the personnel rules and regulations.

**C. PROMOTIONS**

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

**VI. 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 with 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 in a lower salary range which is closest to the unit employee's 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 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 regular step increase for their new classification.

**VII. ANNIVERSARY DATE**

**A. DATE OF INITIAL HIRE**

1. For all purposes, except eligibility for salary increases which uses the date of promotion to a higher class, 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 reemployment of a unit employee who has left the City longer than one (1) year, less the time the unit employee was on approved leave of absence, the anniversary date shall be the effective date of reemployment as a salaried full-time employee.

**B. LIMITATIONS**

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

**VIII. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE**

1. Equivalent biweekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
2. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2080) hours.
3. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

**IX. FREQUENCY OF PAYCHECK ISSUANCE**

Current unit employees shall be paid bi-weekly, once every two (2) weeks, either by paycheck or by direct deposit, as elected by the unit employee.

**X. PAYROLL WITHHOLDING CHANGES**

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

**XI. 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.
2. If more than one plan is offered, unit employees shall be limited to participation in one (1) plan at a time.

**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.

**XII. ACTING PAY**

**A. ELIGIBILITY**

1. Any unit employee who is required in writing to, and does act and perform duties included within a 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 corresponding department head and the City Manager.
2. To be eligible, the unit employee must have actually worked in the acting higher classification a minimum of five (5) consecutive scheduled work days, including official paid holidays.
3. To be eligible, the unit employee who is a supervisor must actually work in the acting classification a minimum of seven (7) consecutive scheduled work days or fifty-six (56) consecutive scheduled working hours, including paid holidays.

**B. COMPENSATION**

1. A unit employee approved for acting pay:
  - 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
  - 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, and
3. A unit employee working overtime or call back during acting assignment shall be paid at the acting pay rate for such time.
4. A unit employees 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. The City strongly encourages departments not to use acting pay longer than six (6) months assignments unless extension is approved in writing by both the Chief of Police and City Manager.
2. Acting assignments are not provisional appointments.

## **XIII. BILINGUAL PROGRAM**

### **A. PURPOSE**

1. 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.
2. 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. Unit employees that deal with the public and are in designated classes eligible to serve as a bilingual translator and pass a test given by the City to be certified to qualify.
2. The Human Resources Department will conduct the proficiency tests, as needed, in designated language.
3. The Human Resources Department will then certify an eligible list of qualified bilingual translators so certified to perform technical bilingual skills including reading, writing, and translation.

## ARTICLE TWO

### C. COMPENSATION

Eligible certified unit employees shall receive compensation in the amount of One-Hundred Seventy-Five (\$175.00) dollars per month above their base salary.

## XIV. POLICE P.O.S.T. MANAGEMENT CERTIFICATE

### A. PURPOSE

1. The purpose of the Police POST Management Certificate program is to motivate Police Management to achieve higher educational and professional law enforcement-related standards by obtaining a Bachelor's Degree or higher in Administration of Justice, Public Administration, Political Science, Business Administration, or a closely related field as approved by Chief of Police and City Manager from an accredited college or university.
2. Additionally, this program is predicated upon combination of appropriate education training and experience, as established by standards set forth by POST to achieve a POST Management Certificate.

### B. ELIGIBILITY

1. All current unit employees who qualify for POST Management Certificate prior to July 1, 2009 shall be "grandfathered" and be eligible to receive POST Management Pay.
2. On or after July 1, 2009 all unit employees eligible to receive POST Management Pay must have earned both POST Management Certificate and a Bachelor's Degree in Administration of Justice, Public Administration, Political Science, Business Administration or a closely related field as approved by Chief of Police and City Manager from an accredited college or university.

### C. COMPENSATION

1. Effective July 1, 2009, eligible Police Management employees, as set forth in "B" above, who have earned a Bachelor's Degree or higher in appropriate fields and obtained a POST Management Certificate awarded by the Commission on Peace Officers' Standards and Training (POST) shall receive Police Management POST pay of: Police Lieutenants - Five-

## ARTICLE TWO

Hundred dollars (\$500); Police Captains – Five-Hundred and Fifty dollars (\$550).

2. Effective July 1, 2010, eligible Police Management employees, as set forth in “B” above, who have earned a Bachelor’s Degree or higher in appropriate fields and obtained a POST Management Certificate awarded by the Commission on Peace Officers’ Standards and Training (POST) shall receive Police Management POST pay of: Police Lieutenants - Five-Hundred Fifty dollars (\$550); Police Captains – Six-Hundred dollars (\$600).

POST MANAGEMENT CERTIFICATE	
CLASSIFICATION	Effective 7/1/10 per month
Police Lieutenant	\$550
Police Captain	\$600

### D. LIMITATIONS

1. This extra compensation shall be awarded only for the highest achieved certificate as specified in the above section.
2. The minimum specified standards shall be at least those prescribed by P.O.S.T. as of the effective date of this agreement.

## XV. POLICE MANAGEMENT EDUCATIONAL INCENTIVE PROGRAM

### A. PURPOSE

1. The purpose of the Police Management Educational Incentive program is to motivate Police Management to achieve higher educational and professional law enforcement related standards by obtaining an Associate’s Degree or higher in Administration of Justice, Public Administration, Political Science, Business Administration, or a closely related field as approved by Chief of Police and City Manager from an accredited college or university.



## ARTICLE TWO

### B. ELIGIBILITY

1. On or after July 1, 2016, all current unit employees who qualify for Police Management Educational Incentive Pay must have earned at least an Associate's Degree in Administration of Justice, Public Administration, Political Science, Business Administration or a closely related field as approved by Chief of Police and City Manager from an accredited college or university.

### C. COMPENSATION

1. Effective July 1, 2016, eligible Police Management employees, as set forth in "B" above, who have earned an Associate's Degree or higher in appropriate fields shall receive Police Management Educational Incentive pay as follows:

EDUCATIONAL INCENTIVE	
DEGREE	Effective 7/1/16 per month
Associate's Degree	2%
Bachelor's Degree	3%
Master's Degree	4%

### D. LIMITATIONS

1. This extra compensation shall be awarded only for the highest achieved degree as specified in the above section.
2. Employees must successfully conclude their probationary period to be eligible to receive Educational Incentive Pay.

## ARTICLE TWO

### XVI. LONGEVITY PAY

#### A. PURPOSE

The purpose of the 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 HPPMA.

#### B. COMPENSATION

Eligible unit employees in their respective classification shall receive the following additional longevity compensation above their base salary per month:

LONGEVITY PAY		
CLASSIFICATION	20 Years	25 Years
Police Lieutenant	\$870	\$870 + 8% of base salary
Police Captain	\$870	\$870 + 8% of base salary

### XVII. QUARTERLY RANGE PAY

#### A. REQUIRED TO ATTEND RANGE QUALIFICATION

Unit employees that may be required to attend by the Chief of Police range qualification after their regular scheduled work shift for firearm qualifications shall be compensated two (2) hours of pay at time and one-half (1.5) their regular hourly rate of pay with a minimum of two (2) hours of overtime up to the actual time spent qualifying at the range.

#### B. PERISHABLE SKILLS TRAINING

Police Management may require unit employee to attend Perishable Skills Training on or off duty in addition to Firearm qualifications.

**XVIII. TEMPORARY ASSIGNMENTS**

**A. LIMITATIONS**

All assignments and assignment pays, skill pays and additional compensation including but not limited to those reference herein (i.e., acting pay, bilingual pay) above are:

- Temporary assignments,
- 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 Chief of Police at any time for job related reasons or operational necessity.

**B. NOT ENTITLED TO ADMINISTRATIVE APPEAL**

1. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal unless the unit employee alleges the transfer was for punitive or discipline reasons.
2. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

**ARTICLE THREE:**

**WORK PERIODS, SCHEDULES AND OVERTIME**

**I. ESTABLISHING AND POSTING WORK SCHEDULES**

1. The City shall establish work schedules for unit employees. The work schedule shall specify the days of the week and the daily starting and quitting times.
2. Work schedules shall be posted by the City in such a manner so all unit employees may be aware of the work schedule.

**II. WORK PERIODS – UNIT EMPLOYEE**

**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 Police Management.

**III. WORK SCHEDULES/WORK SHIFTS**

**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 a five (5) consecutive work days consisting of eight (8) consecutive work hours each in a seven (7) consecutive calendar day period, inclusive of any meal periods assigned by the Chief of Police or designee.

## ARTICLE THREE

### 2. 4/10 (Weekdays) Work Schedule

- a) The weekdays 4/10 work shift shall consist of two (2) shifts (Day shift, Swing shift).
- b) Weekday shift will cover Monday through Thursday or Tuesday through Friday.
- c) The weekday shifts shall consist of four (4) ten (10) hour shift per week.

### 3. 3x13.0;13.50;13.50 (Weekends) "Hybrid" Work Schedule :

- a) The weekend: Saturday and Sunday 13.5 hours each; Monday 13.0 hours work shift shall consist of two (2) fully staffed shifts and one (1) cover shift (Dayshift, Cover shift, or Graveyard).
- b) The weekend work shift will cover Saturday through Monday.
- c) Upon elimination of the "Hybrid" work schedule, if ever, the work schedule shall revert back to a 4/10 work schedule

## 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 City's work productivity and therefore tardiness shall not be tolerated.

### B. NO PAY FOR TARDINESS

Any unapproved tardiness time that is seven (7) minutes or more from the unit employee 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.

### C. NO USE OF LEAVE TIME BENEFITS

Unit employees who are "Docked" any time for unapproved tardiness may not use any accumulated leave time benefits (Annual Sick Leave or Sick Leave Bank) to cover tardy unpaid time unless approved by the Chief of Police or designee.

## ARTICLE THREE

### **D. DISCIPLINARY ACTION**

If any unit employee who is continually tardy, including one (1) minute or more late for his/hers 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 Chief of Police or designee. Whenever the public interest or necessity requires it, the Chief of Police or designee may require any unit employee in such department to perform overtime work. Overtime work must be approved and properly reported on the time cards/sheets.

### **B. UNIT EMPLOYEES – 40 HOURS PER 7 DAY WORK PERIOD**

Full-time unit employees who work in excess of 40 hours in their assigned 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 (1½) 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 off duty on an authorized paid leave of absence; i.e. 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. APPROVAL OF OVERTIME**

All overtime must be approved in advance by the Chief of Police or designee.

### **E. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE**

1. Overtime shall be credited in tenths of time worked of fifteen (15) minutes or more per work day.

## ARTICLE THREE

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.

### **F. REGULAR DAY OFF WORKED**

Unit employees required to work on a regularly scheduled day off shall receive overtime pay at 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.

### **G. REGULAR HOURLY RATE OF COMPENSATION – 40 HOUR WORKWEEK**

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).

### **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 the number of hours worked for the purposes of overtime.

**VI. TIME WORKED**

**A. TIME WORKED – 7 DAY WORK PERIOD**

The following activities shall not be considered work time, except as provided for in this agreement:

1. Leave of absence taken for sick leave or IOD.
2. All travel time to work and returning home in either personal or City vehicle.
3. All time in off-duty training assignments (Homework, study time, mealtime, sleep time, etc.) except as otherwise provided by this agreement.
4. All off-duty travel to training sites and returning home, except as otherwise provided for by this agreement.
5. All time putting on/taking off uniforms, unless required by law.
6. All time for personal preparation and clean up.
7. All off-duty time spent in vehicle and/or, equipment.
8. All time worked for which unit employees have already been paid at one and one-half (1 ½) times their regular rate of pay within their 40 hour work period.
9. All time assigned on standby assignment and/or assigned electronic recall devices.
10. Any time not authorized as work time.
11. Any time spent by unit employees in an Employee Wellness Program (EAP)

**VII. 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.



## ARTICLE THREE

### B. ONE DAY TRAVEL TRIPS

One-Day Trips travel time for training programs is not counted as time worked, if a unit employee is traveling to another location 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 meal time and sleep time. The City shall 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 not authorized by the Chief of Police or designee 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.

### D. TRAINING DAY OCCURS ON EMPLOYEE WORK DAY

If a unit employee is assigned to a full day of training of eight (8) hours or more on their scheduled work day, then said training day shall serve as the affected unit employees full work day.

**VIII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES**

**A. BREAK-REST PERIOD SCHEDULING**

1. Break-rest periods are scheduled and/or rescheduled by the Chief of Police or designee so as not to impair service and as job requirements dictate.
2. Unit employees may receive:
  - Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and
  - One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

**B. 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.

**C. LIMITATIONS**

1. Break-rest periods are non-cumulative and shall not be added to any meal time, vacation, or any other form of authorized absence from work, unless authorized by Chief of Police or designee.
2. Break-rest periods may not be used within the first or last two (2) hours of the scheduled work period or the end of a work shift unless authorized by the Chief of Police or designee.
3. 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

**IX. MEAL TIME**

**A. MEAL TIME SCHEDULING**

The schedule for meal times shall be determined by the Chief of Police or designee in consideration of the continuity of services provided to the public and the convenience of the unit employee.

## ARTICLE THREE

### B. MEAL TIME ONE-HALF (½) HOUR DURATION

1. The normal paid meal time shall be one-half (½) hour in duration.
2. In no case will paid meal time be permitted to exceed one (1) hour, unless approved by the Chief of Police or designee.

### 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, unless authorized by the Chief of Police or designee.
2. Meal time may not be used at the beginning or the end of a work shift unless authorized by the Chief of Police or designee.
3. All meal time taken is considered on-duty subject to call for both sworn and non-sworn unit employees.

## X. 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. The City shall, when possible, make available to qualified unit employees an equitable distribution of call-back pay within their assigned section.

### B. COMPENSATION

1. The unit employee eligible for Call-back pay as set forth in this section and if their actual Call-back time is two and three quarters (2 ¾) hours or less they shall be compensated a minimum guarantee of four (4) hours of straight time pay.
2. If the unit employee eligible for Call-back pay as set forth in this section and if the actual Call-back time is more than two and three quarters (2 ¾) hours, they shall be compensated at time and one-half (1.5) at their regular rate of pay for all hours worked on their Call-back assignment.

## ARTICLE THREE

### C. LIMITATIONS

1. Off-duty shall not mean any overtime or thirty (30) minutes from the beginning of a regular assigned work shift.
2. The four (4) hour minimum shall not apply if the unit employee is called-in prior to the unit employees regular schedule work period and instead shall receive overtime pay at one and one-half (1.5) times the unit regular rate of pay.
3. Another call back during the original or initial four (4) hour period shall not be treated as a new call back and shall not require a new four (4) hour minimum and all such subsequent call back, shall be for actual hours worked plus reasonable travel time. In this event, the unit employee shall be paid for the actual time worked.

## XI. ON-CALL DUTY PAY

### A. DEFINITION

On-Call Duty for unit employees shall be defined as that circumstance which requires a unit employee to:

1. Be ready to respond immediately to a call for service;
2. Be readily available at all hours by telephone, pager or other communication equipment; and
3. Refrain from activities that might impair his/her assigned duties upon call;
4. With the approval of the City Manager, the Chief of Police or designee may assign a unit employee or group of unit employees to Standby Duty.

### B. ASSIGNMENT

1. On-Call duty is normally assigned in one-week increments;
2. On-Call duty will be distributed among those employees deemed qualified and competent by the Chief of Police or designee;

**C. COMPENSATION**

1. Unit employees who are assigned by the Chief of Police or designee to On-Call duty shall receive One-Hundred Seventy-Five Dollars (\$175.00) per week for On-Call duty.
2. Where an assignment is for less than a full week the allowance will be prorated based on the period assigned to On-Call duty.
3. If called to duty while on On-Call duty, the unit employee shall be compensated in accordance with the applicable Call-Back policy and the On-Call allowance shall not be interrupted.

**D. NOT ELIGIBLE FOR ON-CALL PAY**

1. It is agreed that other unit employees may have a responsibility to respond to paging or phone messages, and if contacted may be ordered to respond under the Call-Back provisions of the MOU, but are not required to On-Call under the terms of this Agreement.
2. The use of pagers, cell or other communication device is voluntary unless the employee is placed in On-Call assignment.

**XII. ASSIGNMENT OF OVERTIME**

Except as otherwise provided for in this Agreement, the Chief of Police or designee retains the right to determine the assignment of overtime or stand-by to any qualified unit employee based upon availability, eligibility and seniority.

**XIII. COMPENSATORY TIME**

**A. ELIGIBILITY**

Unit employees may choose to have overtime hours worked or compensated at the rate of one and one-half (1½) times the unit employee's regular rate of pay or converted to compensatory time in-lieu of overtime payment.

**B. AUTHORIZATION**

When specifically authorized in advance by the City Manager, appointing authority or designee, and when operational scheduling and staffing permits, unit employees may be allowed to accumulate and use compensatory time off in-lieu of pay for overtime hours worked.

## ARTICLE THREE

### C. ACCUMULATION OF COMPENSATORY TIME BANK

1. Compensatory time will be accumulated on the basis of one-and-one-half ( $1 \frac{1}{2}$ ) hours for each one (1) hours worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated is eighty (80) hours at the straight time hourly rate ( $53.33 \text{ comp time hours} \times 1.5 = 80 \text{ hours}$ ), which may be carried until the end of the fiscal year and used as time off, or which may be paid to the unit employee upon separation from service for any reason.
3. Effective July 1, 2009, the maximum number of compensatory hours that maybe accumulated is one-hundred (100) hours at the straight time hourly rate ( $66.67 \text{ compensatory time hours} \times 1.5 = 100 \text{ hours}$ ) which may be paid to the unit employee upon separation from service for any reason.
4. 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.
5. For time earned from July 1 through June 30 of each Fiscal Year, the unit employee must request in writing the option to carry over all or partial of their accumulated unused Compensatory Time, if any. The remaining compensatory time off balance shall be paid out the first pay period in the new fiscal year.

### D. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled the same as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized as paid leave on a straight time 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.

### E. 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 an accumulated

## ARTICLE THREE

unused compensatory time at termination paid at the unit employee's straight time base hourly rate, including POST pay, if any.

### XIV. COURT TIME PAY

#### A. COMPENSATION

1. The Unit employees required to attend court sessions outside their regular scheduled duty work shift and if they are in court two and three quarters (2¾) hours or less they shall be compensated a minimum guarantee of four (4) hours at straight time pay.
2. If the unit employee is in court session outside their regular schedule duty work for more than two and three-quarters (2¾) hours they shall be compensated at time and one-half (1.5) at their regular hourly pay rate for all hours spend in their court duty assignment that day.

#### B. REQUIREMENT

1. Unit employees required to make court appearances shall clock in with subpoenas while first arriving at station or court house and punch out the subpoena when the officer concludes their court appearance of that day is concluded.
2. On-Call subpoenas are considered court appearance subject to this section.
3. If the unit employee voluntarily elects to go "On-Call" court and does not physically appear, it is understood they do not receive court time compensation, except as set forth in this section.

**ARTICLE FOUR:****SUPPLEMENTAL BENEFITS****I. RETIREMENT****A. CalPERS RETIREMENT BENEFITS**

The City agrees to provide retirement benefits to eligible unit employees, hired prior to ratification of this contract, under the California Public Employees' Retirement System (CalPERS) as follows:

<b>Government Code Section</b>	<b>Benefit</b>
20042	<b><u>One Year Final Compensation:</u></b> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
20055	<b><u>Prior Service Credit:</u></b> Unit employees may be eligible to purchase prior service credit.
20124	<b><u>Military Service Credit as Public Service:</u></b> Unit employees may elect to purchase up to four (4) years of service credit.
20965	<b><u>Credit for Unused Sick Leave:</u></b> Unit employees may be eligible to convert unused sick leave hours at time of retirement to additional service time.
21329	<b><u>Two percent (2%) COLA:</u></b> Beginning the 2 <sup>nd</sup> 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	<b><u>2% @ 55 for Local Miscellaneous Members:</u></b> Base retirement plan of two percent (2%) at age 55 for all eligible unit employees.
21362.2	<b><u>3% @ 50 for Safety Members:</u></b> Base retirement plan of three percent (3%) at age 50 for all eligible unit employees.
21551	<b><u>Death Benefit Continues:</u></b> 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	<b><u>Fourth Level of 1959 Survivor Benefit:</u></b> Benefits are paid monthly to certain survivors of a unit employee who dies before retirement.
21620	<b><u>Retired Death Benefit \$500:</u></b> 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 survivor(s), or to the retiree's estate.
21624 and 21626	<b><u>Post Retirement Survivor Allowance:</u></b> Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option choices, as it was at time of death of retiree.



## ARTICLE FOUR

### **B. ESTABLISHMENT OF TWO-TIER RETIREMENT FORMULA FOR SAFETY EMPLOYEES**

1. New Safety (Sworn) employees hired after ratification of this contract will be enrolled in the base retirement program 3%@55 for Safety Members formula. For purposes of this section, "New Safety (Sworn) employees" means a newly hired employee from outside the police department and/or City.

### **C. CITY PAYMENT – EMPLOYEE'S CalPERS RATE**

1. The payment of the sworn unit employee nine percent (9%) CalPERS employee rate by the City shall be PERSable and shall be included in any retirement compensation for unit employees. This benefit is known as Employer Paid Member Contribution (EPMC).

### **D. EMPLOYEE CONTRIBUTION TOWARDS CALPERS RETIREMENT**

1. Effective July 1, 2013, Safety members agree to pay 9% of the CalPERS employer share.
2. This total contribution will be used solely to fund CalPERS retirement.

## **II. 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 (i.e. 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

## ARTICLE FOUR

Dependent, Employee Plus Two or More Dependents) in the amount not to exceed one-hundred percent (100%) of the respective plan of the Kaiser Permanente (HMO) – Los Angeles Region Plan.

### III. RETIREE HEALTH INSURANCE

#### A. ELIGIBILITY

A unit employee who subsequently retires from the City of Huntington Park and who qualify 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 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.
3. The City agrees to defend and indemnify and hold harmless the PMA against all claims and/or other forms of liability arising from provisions of Article Four, Section III, B-2 of this MOU.
4. 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.

1. All 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. For purposes of this

## ARTICLE FOUR

section, "New Employees Hired" means a newly hired employee from outside the police department and/or City.

2. The City will establish a Health Savings Account (HSA) by July 1, 2014 for employees hired after July 1, 2012. Contributions into the HSA will be solely the employee's responsibility.

### IV. 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:
  - Individual coverage; or
  - 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 and is non-PERSable compensation.
2. If, for any reason, CalPERS determines that unit employees may not "opt out", this program becomes null and void.

**D. RE-ENROLLMENT IN CITY HEALTH INSURANCE PLAN**

1. After electing this provision, a unit employee and their dependent who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier. Coverage will commence per the plan document.
2. A qualifying event shall be defined as set forth in the PERS medical plan, a copy of which is available to unit employees in the Human Resources Department.

**V. DENTAL INSURANCE**

**A. BENEFITS – DELTA CARE/PMI PLAN**

1. Benefits – Delta Preferred Option Plan (DPO). The City shall pay the full monthly premium up to the Employee Plus Two or More Dependents, on a monthly basis.
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 Delta Preferred Option (DPO) monthly premium.

**B. DENTAL INSURANCE BENEFITS – LIMITATIONS**

The Dental Insurance coverage shall cease for unit employees upon termination, including retirement, at the end of the month following after the unit employee terminates from employment with the City.

## ARTICLE FOUR

### VI. 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 termination from employment with the City.

### VII. 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 one (1) year.

#### 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 by sworn unit employees for non-work related injuries or illness and may be used by non-sworn unit employees for either work or non-work related injuries or illness, in accordance with City Policy and the insurance company carriers 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 carrier's 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 their accumulated annual sick leave hours, and all accumulated sick leave bank time before being eligible to receiving 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.

**VIII. VISION CARE INSURANCE**

**A. BENEFIT**

1. 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 termination from employment with the City.

**IX. 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 WITH HPPMA**

The City agrees to meet and confer with the HPPMA over any City proposed change in the benefit levels for any insurance plan.

## ARTICLE FOUR

### **X. UNIFORMS ALLOWANCE AND ISSUED UNIFORM EQUIPMENT – SWORN UNIT EMPLOYEES**

#### **A. PURPOSE**

1. The purpose of uniform cleaning and replacement allowance is to provide sworn unit employees funds for the future purchase, replacement, and cleaning of uniforms and clothing.
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 service for any time in excess of forty-two (42) calendar days, shall have the monthly pro-rated value of the annual uniform and cleaning allowance deducted from their installment payment for each month these conditions are applicable.

#### **B. SAFETY EQUIPMENT – ONE TIME PURCHASE**

After the City provided the one-time purchase order to provide the following safety equipment, the City will be responsible for maintaining and replacing the following safety equipment:

- Duty weapon
- Duty Weapon Holster
- Ammunition Magazine
- OC (Pepper Spray) canister & case
- Helmet & Face Shield with carry bag
- Gas Mask
- Vest
- Trauma First Aid Kit

#### **C. UNIFORM CLEANING AND REPLACEMENT ALLOWANCE – SWORN UNIT EMPLOYEE**

1. All sworn unit employees shall receive a uniform purchase, cleaning and replacement allowance of one-thousand one-hundred dollars (\$1,100.00) per year. The allowance is to be payable in two equal separate installments each June and November of each calendar year
2. The separate uniform allowance payments shall be combined with the annual Holiday Leave Time Buy-Back in June and the Sick Leave buy-back in the second (2<sup>nd</sup>) check in November of each calendar year.

## ARTICLE FOUR

### **D. LIMITATIONS**

All unit employees who resign from their positions and later are reinstated shall not be recognized as a new hire and shall not be eligible for equipment allowance.

### **E. PURCHASE – SPECIFICATIONS AND RECEIPTS**

- a) Such uniform equipment purchase allowances meet legal requirements and shall be in lieu of the purchase and supply of these items by the City.
- b) Uniform equipment and uniform clothing items shall meet specifications as set forth in the Huntington Park Police Department Policy Manual.
- c) Unit employees shall provide City with original receipt toward the purchase of those items in this section on Uniform Allowance.

### **F. TERMINATION PRIOR TO COMPLETION OF PROBATION**

Any unit employee who fails probation with the City shall reimburse the City for all uniform equipment purchased by the uniform allowance.



**G. UNIFORM EQUIPMENT – REPAIR AND REPLACEMENT**

1. Repair and Replacement

- a) The City shall replace or repair uniform equipment, only if due to wear or damage or if damage occurred during specific instances and approved by the Chief of Police, according to department discretion and specifications once such items have been deemed no longer serviceable due to wear or damage.
- b) Should the City choose to issue a voucher for the damaged item, such voucher shall be for an amount permitting the repairs or replacement of equipment meeting the minimum division standards regardless of the type, make, model or modifications of the item.
- c) Upon the City's replacement or issuance of a voucher, the damaged equipment shall be turned in to the City except equipment which is repaired pursuant to approval by a division commander.

2. Safety Equipment Replacement List

The following is the uniform safety equipment that the City will replace after initial purchase order from City or repair:

- Duty weapon
- Duty Weapon Holder
- Ammunition Magazine
- OC (Pepper Spray) canister & case
- Helmet & Face Shield with carry bag
- Gas Mask
- Vest
- Trauma First Aid Kit

**H. SPECIAL ASSIGNMENT SAFETY EQUIPMENT**

The City shall be responsible for the cost for initial purchase and replacement of safety equipment for the following special assignment:

1. Bicycle Detail

- Safety Helmet and cover
- Safety eye wear and gloves

2. SERT Team

- Entry vests or any increased ballistic vests
- Safety Goggles
- Gloves
- Entry holster for alternative duty weapon

## ARTICLE FOUR

- 1 Green BDU
  - 1 Training BDU
3. Detective Bureau/Gang Detail/Narcotics/K-9 Detail
    - Concealment holster duty weapon
    - Other specialty equipment as needed
  4. Prior Special Assignment Posting

The City is responsible at its cost for the initial purchase of special assignment uniforms for the unit employee when it is within one (1) year of a prior special assignment posting.

### I. OTHER UNIFORM ITEMS

1. The City will be responsible at its costs for supplying or purchasing uniform patches, name tag, badge, hat piece, and identification card.
2. The unit employee will be responsible at his/her costs for purchasing rank insignia and authorized special assignment tabs or pins.

### J. CHIEF OF POLICE – SAFETY EQUIPMENT NOT LISTED

1. The City, Police Department, and unit employees acknowledge employee safety is paramount and the changing nature and dangers that are inherent to police work may require safety equipment not listed in this agreement.
2. The Chief of Police retains the right to authorize department purchases at City expense of safety equipment not listed if it is the judgment of the Chief of Police that said safety equipment is desirable or essential.
3. Nothing in this agreement abrogates the City's responsibility to provide safety equipment as required by law and P.O.S.T. regulations.

## XI. 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's 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.

## **ARTICLE FOUR**

### **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;
2. Participation for reimbursement shall be on a first come, first served basis and subject to a twenty-five thousand (\$25,000) dollar city-wide cap;
3. Following the end of a fiscal year, remaining funds in the \$25,000 fund 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 Fund;

### **C. REQUIREMENTS**

1. All courses must be completed at an accredited college, university, junior college, or other institution, as recommended by the Chief of Police 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 employees 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.

## **XII. COFFEE SUPPLIES**

The coffee and related supplies that is 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. Effective July 1, 2016, regular full-time employees shall be compensated a total of one-hundred ten (110) 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 paid authorized paid 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's, Jr. Birthday (3<sup>rd</sup> Monday in January)
  - (3) President's Day (3<sup>rd</sup> Monday in February)
  - (4) Cesar Chavez Birthday (March 31)
  - (5) Memorial Day (4<sup>th</sup> Monday in May)
  - (6) Independence Day (4<sup>th</sup> of July)
  - (7) Labor Day (1<sup>st</sup> Monday in September)
  - (8) Veteran's Day (November 11)
  - (9) Thanksgiving Day (4<sup>th</sup> Thursday in November)
  - (10) Day after Thanksgiving
  - (11) Christmas Day (December 25<sup>th</sup>)
2. The City Manager or City Council has the right to designate any day or part of a day as a Holiday.

**C. UNUSED HOLIDAY LEAVE TIME**

1. Sworn Unit Employee
  - a) For sworn unit employees, unused Holiday Leave Time shall be accumulated and paid in the last pay period in June of each fiscal year.
  - b) A sworn unit employee who is not required to work on his/her regularly scheduled work day because it is a recognized City Holiday may, at the employee's option, use accrued vacation leave, COLA in Lieu Leave or compensatory time off to provide a full pay check for the pay period.

**D. USE OF HOLIDAY LEAVE**

Unit employees may take his/her unused Holiday Leave Time as approved by Police Management with due regard to the service needs of the City and the needs of the unit employee.

**E. 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; and
2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank.

**F. 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.

**G. 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 immediately after any official holiday, those holiday leave hours [eight (8) for unit employees on 5/8 work schedule, ten (10) for unit employees on the 4/10 work schedule and thirteen

## ARTICLE FIVE

hours and thirty minutes (13.30) for unit employees on 3/13] for that holiday shall be forfeited and deducted from their annual Holiday Leave Bank.

### **H. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION**

1. Any unit employee terminating employment from the City, either voluntary or involuntarily shall have any eligible accrued Holiday Leave Time hours cashed out at the employee 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 had 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 City Attorney.

### **I. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE**

1. If approved by the City Manager, each unit employee, who is scheduled to work and is working on December 24 and December 31, except those unit employees determined by the City Manager and Chief of Police to provide services for the necessary functions of the Police Department which he/she is employed, shall be permitted to be absent for duty one-half (1/2) of the work shift on December 24 (Christmas Eve) and December 31 (New Year's Eve) or the last working day prior to December 24 and December 31.
2. Only unit employee actually working on December 24 or December 31 or the last working day prior to December 24 and December 31 shall be eligible and considered for this leave.
3. Should a unit employee be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 24 or December 31 and it's a regular 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 receive accrue vacation leave time on the fifteenth (15) day of each month.
3. Unit employee 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:

<b>YEARS/MONTHS EMPLOYED</b>	<b>VACATION EARNED Per month</b>	<b>VACATION EARNED Per Year</b>	<b>*TWICE MAXIMUM VACATION EARNED</b>
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 and up (109 months and up thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

2. Vacation Leave Time is earned on a 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 earn Vacation Leave balance. The affected unit employee will only begin accruing vacation Leave Time again after their vacation Leave balance is less than twice the annual Vacation Leave Time accrual.

**C. APPROVAL OF VACATION LEAVE REQUESTS**

The Department Head shall approve unit employee Vacation Leave Time request with due regard to the service needs of the City and the personal need of the unit employee.

## ARTICLE FIVE

### D. NO VACATION TAKEN PRIOR TO ACCRUED

1. Unit employees may take only Vacation Leave Time as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the unit employee has no further 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. An employee who is sick during their vacation 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 employee for any vacation leave taken in excess of their accumulated vacation time Leave Time.
3. Unit employees who are reemployed after one (1) year or more break of service do not receive 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 an unit employee request to take earned Vacation Leave in case of any circumstance or conditions where in the judgment 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



## ARTICLE FIVE

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, step-child, father, mother, step-father, step-mother, 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 use for their immediate family shall be forty-eight (48) hours per fiscal year.
4. All sick leave requires approval by Police Management 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 services.
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 (Labor Code 4850).

### **C. 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 30<sup>th</sup>.

## ARTICLE FIVE

2. The remaining one-half (50%) of a unit employee's unused Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the unit employees Sick Leave Bank.
3. Unit employees shall be paid the cash out in the month of November of each calendar year.
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.

### **D. NO CASH-OUT OF ACCUMULATED SICK LEAVE BANK AT TERMINATION**

No accumulated Sick Leave Bank Time shall be cashed out by the City at the unit employee's termination of employment from the City.

### **E. CASH OUT OF 50% ANNUAL SICK LEAVE ACCRUAL AT TERMINATION**

If a unit employee terminates their employment or is Laid Off from the City before receiving cash-out for the fifty percent (50%) (48 hours maximum) of their annual sick leave accrual for that fiscal year, they shall receive payment for fifty percent (50%) of the annual unused sick leave time accrual up to the time of such termination or Lay-Off and shall serve as final and full settlement of their annual sick leave accrual.

### **F. USE OF SICK LEAVE**

1. In order to receive compensation while absent on sick leave an employee (or someone on the 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.

**G. ABUSE OF SICK LEAVE**

1. A unit employee shall be subject to disciplinary action for excessive or 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 then a deduction shall be made from the unit employee's earned vacation credit, holiday bank, and/or compensatory time bank.

**H. 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.

**IV. ADMINISTRATIVE LEAVE – EXECUTIVE/MANAGEMENT**

**A. ELIGIBILITY**

All HPPMA employees shall be eligible for up to forty (40) hours of Administrative Leave each fiscal year.

**B. LIMITATIONS**

1. Administrative Leave shall not accrue past the maximum forty (40) hours.
2. Unused Administrative Leave shall be lost at the end of each fiscal year (July 1 – June 30) and shall not be converted to any other form of compensation.
3. Administrative Leave is for the term of this MOU and will expire on June 30, 2019.

**V. 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. However, the unit employee shall notify his/her department head or immediate supervisor within thirty (30) minutes after the beginning of his/her shift.
2. All Personal Business Leave requires the department head 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 buy-back program.
4. Personal Business Leave shall not be used for vacation or any other leave.

**VI. WORK RELATED DISABILITY**

**A. POLICY**

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.

**VII. 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 of 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 currently assigned to such former position.

**VIII. 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 requires the employee to participate. The department head shall make a determination of admission to the program based upon such factors as:

1. The attending physician's release to 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.

**IX. 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 40 work hours and will not be charged to an unit 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.
2. Verification may include any printed records or notice of death (i.e. newspaper obituary notice, mortuary leaflet, etc.)

**X. 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 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 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.

**XI. 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 to a maximum of thirty (30) calendar days per 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 (31<sup>st</sup>) calendar day of active military duty through one-hundred and twenty (120) calendar days.
2. The eligible unit employee must remit proof of their military pay to the city received between the thirty-first (31<sup>st</sup>) calendar days of active military duty through the one-hundred and twenty (120) calendar days in order to receive the extended salary as set forth in this section.

**XII. 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 servicemember 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 servicemember.



**XIII. 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 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, or 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) work 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 could not 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 a 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.

**XIV. PREGNANCY DISABILITY LEAVE (PDL)**

1. 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).
2. 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.
3. Pregnancy Disability Leave without pay shall not be granted until all accrued sick leave bank time has been exhausted.
4. Unit employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

**XV. VOTING LEAVE**

1. 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.
2. 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.
3. Unit employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
4. 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.

**XVI. 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 conference, 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.

**XVII. LEAVE OF ABSENCE WITHOUT PAY**

**A. POLICY**

1. Upon written request, the City Manager may, in its discretion and upon recommendation of the department head, grant a leave of absence 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 or department head, may return prior to the time fixed for the expiration of such leave.

**B. LIMITATIONS**

In no event shall the City Manager grant a leave of absence contrary to this MOU or the Civil Service Rules and Regulations.

**XVIII. 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 leave 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

## ARTICLE FIVE

to provide justification for the absence, shall be considered to have abandoned his/her position and resigned from City employment as of the third (3<sup>rd</sup>) 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.
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. The unit employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to the department head prior to the end of the notification period.

### **XIX. 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 questions of doubt as to the appropriate person(s) entitled thereto, the beneficiary of record for the California Public Employees' Retirement System shall be determined, with the approval of the City Attorney.

**ARTICLE SIX:**

**WORKING CONDITIONS**

**I. AMERICANS WITH DISABILITIES ACT (ADA)**

**A. ACCOMMODATIONS**

1. The HPPMA recognize 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 accommodation 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 HPPMA recognize 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 HPPMA.

**C. ACTIONS TAKEN NOT GRIEVABLE**

Actions taken by the City under Section I, shall not be subject to the grievance procedure.

**II. 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 Office. Failure to give notice may be the cause for denying future employment by the City.

**III. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK**

**A. NON-PAY STATUS**

1. 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 they shall be placed on unpaid, administrative leave – unable to report to work status until they return to work as assigned.
2. If a unit employee is indicted by any Federal, State or Superior Court or held to answer by the court on any felony, the unit employee may, at the discretion Chief of Police, be placed on unpaid administrative leave.
3. If the charge(s) are dismissed by the court or the unit employee is cleared of all charges, the City may reimburse the unit employee's Holiday Time, Vacation Time, and CTO that was used by the unit employee during that time period. The unit employee is not entitled to any reimbursement other than those listed in this section.
4. If a sworn unit employee is prohibited from possessing a firearm as a result of legal proceedings then the unit employee may, at the Chief of Police discretion, be placed on unpaid Administrative Leave until the prohibition is lifted.

**B. USE OF ACCUMULATED LEAVE**

Unit employees who are on unpaid Administrative Leave and/or 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 or indictment.

**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 or indictment.

**IV. 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, subject to meet and confer with HPPMA.



**B. 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 the Chief of Police in the Police Department Policy Manual.

**V. 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
- Cellular Phone/Pager Policy
- Police Department Substance Abuse Policy
- AQMD Trip Incentive Program (City Hall & Police Department only)

**C. ADDITIONAL ADMINISTRATIVE POLICIES**

1. Additional City Administrative Policies may be implemented in the future as set forth in the Management Clause in Article One, Section X.

**VI. POLICE DEPARTMENT SUBSTANCE ABUSE POLICY**

**A. POLICIES**

The City and HPPMA have a mutual agreed upon Police Department Substance Abuse Administrative Policy adopted March 18, 1996 and amended July 1, 2001.

**B. RANDOM DRUG TESTING**

The policy includes Random Drug testing requirement for all sworn and non-sworn police unit employees.

**C. DETAILS**

Specific details of the program are set forth in the policy and copies are available in the Police Department and the Human Resources office.

**VII. SPECIAL EVENTS**

**A. PREFERENCE**

1. Whenever a special event is scheduled to occur in the City and, in the opinion of the Chief of Police, law enforcement employees are required, sworn officers of the Police Department will be given first preference to those law enforcement functions assignments.

**B. PROCEDURES**

Such assignments shall be made in accordance with procedures established by the Chief of Police.

**VIII. SENIORITY SHIFT BID POLICY**

**A. SENIORITY - POLICE MANAGEMENT**

1. Seniority for a unit employee shall be based on the initial date of promotion to the rank of Police Lieutenant or Police Captain.
2. If more than one Police Lieutenant or Police Captain is promoted on the same date, the Civil Service test results listing the position on list will be used to determine their seniority in regards to shift bidding.

**B. REASSIGNMENT**

1. If a Police Lieutenant or Police Captain is reassigned from a special or non-patrol assignment, the Police Lieutenant or Police Captain will fill the vacated spot of the replacement Police Lieutenant or Police Captain for the continuation and remainder of the shift bid cycle.

## ARTICLE SIX

2. Upon completion of the shift bid cycle, the Police Lieutenant or Police Captain reassigned to patrol will take part in the shift bid in the above listed manner.

### **C. LIMITATIONS**

Once a shift is bid upon and assigned, it cannot be traded between Police Lieutenant or Police Captain without the authorization from the Chief of Police, or designee.

### **D. POLICE MANAGEMENT – RIGHT TO TRANSFER**

The Chief of Police retains the right to transfer employees where unforeseen circumstances occur, based on the needs of the police department in accordance with the police department's established practice.

**ARTICLE SEVEN:**  
**GRIEVANCE PROCEDURE**

**I. GRIEVANCE PROCEDURE**

**A. SCOPE AND LIMITATIONS**

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

**B. 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.

**C. PROCEDURE**

**1. 1<sup>ST</sup> 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.

**2. 2<sup>ND</sup> STEP – FORMAL WRITTEN**

**a)** 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)** 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)** 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)** 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)** 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)** A copy of such written reply shall be transmitted to the employee by the Department Head.

### **3.** 3<sup>rd</sup> STEP – APPEAL TO PERSONNEL OFFICER (CITY MANAGER)

**a)** 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 their request to appeal their grievance to the City's Personnel Officer.

**b)** 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)** 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)** 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)** The conclusions and finding of the grievance meeting shall be reduced to writing and will be provided to the grievated party and Department Head and shall be final except in cases as set forth in Section 4 below.

### **4.** APPEAL TO THE CIVIL SERVICE COMMISSION

**a)** 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 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

## ARTICLE SEVEN

the Civil Service Rules and the City's Personnel Rules which he/she alleges are being violated.

### **5. CIVIL SERVICE COMMISSION REVIEW**

**a)** 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)** 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 July 1, 2016 and together with all the terms, conditions and effect thereof, shall expire as of midnight on June 30, 2019.

**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 Police Management Association (HPPMA) shall have the right to meet and confer 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 HPPMA agree to meet to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase, or provision, if any.

**IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY**

1. 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 subject to meet and confer with HPPMA.
2. 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, 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

## **ARTICLE EIGHT**

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 or required by law.
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.

### **VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS**

#### **A. NO STRIKES/JOB ACTION**

HPPMA 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 of the work of the City.

#### **B. ASSOCIATION RESPONSIBILITY**

In the event that HPPMA, its officers, agents, representatives or employees engage in any of the conduct listed above, HPPMA 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.



**ARTICLE NINE:**

**RATIFICATION**

**I. RATIFICATION**

**A. ACKNOWLEDGEMENT**

The City and the HPPMA 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 HPPMA 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 term and conditions of employment for unit employees represented by the HPPMA.

**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 Police Management Association, entered into this 21st day of June, 2016.

**ARTICLE TEN:**  
**IMPLEMENTATION**

**IMPLEMENTATION**

PARTIES TO THE AGREEMENT	
Huntington Park Police Management Association	City of Huntington Park, California
Lt. Alfred Martinez, President Huntington Park Police Management Association	Ricardo Reyes, City Manager

**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 cause this agreement to be executed this day of 2020.

Huntington Park Police Management Association      City of Huntington Park	
Lt. Alfred Martinez, President Huntington Park Police Management Association	Ricardo Reyes, City Manager



**ITEM 7**

**CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR TRANSIT ORIENTED  
DISTRICT OVERSIGHT SUPPORT SERVICES BY AND BETWEEN ECO-RAPID  
AND THE CITY OF HUNTINGTON PARK**





# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

June, 16 2020

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR TRANSIT ORIENTED DISTRICT OVERSIGHT SUPPORT SERVICES BY AND BETWEEN ECO-RAPID TRANSIT AND THE CITY OF HUNTINGTON PARK**

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

1. Approve the Agreement with Eco-Rapid Transit to provide support services for the Transit Oriented Community SB1 Planning Grant; and
2. Authorize City Manager to execute the agreement and related documents.

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

In May 17, 2019, The California Department of Transportation (Caltrans) awarded a Transportation Planning Grant in the amount of \$600,000.00 to Eco Rapid Transit to deliver two Transit Oriented Community (TOC) Specific Plans for the West Santa Ana Branch stations in the City of Huntington Park. As part of the agreement, the Grant included a local matching contribution of 11% or \$81,111.00 for a total amount of \$681,111.00 for the project. During the application process, Eco Rapid Transit submitted the application with the understanding that Metro, the entity overseeing the West Santa Ana Branch Project (WSAB), was going to provide funding to fulfill the local matching requirement. During this process and as the public waited for the Board to approve the funding, the City of Huntington Park submitted a request to obtain a Letter of No Prejudice (ATTACHMENT "B") from Metro to secure the funding. In March 30, 2020, the City received the Letter of No Prejudice from Metro stipulating the requirements to obtain the funds and making clear that funding was going to be provided directly to the City to manage it. Subsequently, the Metro Board approved the funding through its Transit Oriented District Planning Grant Program, and published the guidelines for cities to apply for the local matching requirement component.

# **CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR TRANSIT ORIENTED DISTRICT OVERSIGHT SUPPORT SERVICES BY AND BETWEEN ECO-RAPID AND THE CITY OF HUNTINGTON PARK**

JUNE 16, 2019

Page 2 of 4

Through this Agreement (ATTACHMENT "A"), Eco Rapid Transit agrees to prepare and deliver Transit Oriented Community Specific Plans for the Randolph/Pacific and Florence/Salt Lake Area Stations and the City agrees to fulfill the Local Match Contribution requirement of \$81,111.00 that will be provided by Metro in a reimbursement basis.

## **THE TOC FOR THE WEST SANTA ANA BRACH PROJECT**

The proposed West Santa Ana Branch light rail line will build upon the historic the Pacific Electric Rail Streetcar Line and travel between Artesia and Union Station. Two new stations will be located in Huntington Park, creating new transit centers and the only light rail line in the City, which is considered a disadvantaged community. This project will create two Transit Oriented Community (TOC) Specific Plans - one for the Pacific/ Randolph Station in the heart of Huntington Park, and the second for the Florence/Salt Lake Station located primarily in Huntington Park with portions of the station area incorporating the cities of Bell and Cudahy. The Salt Lake/ Florence & Randolph/ Pacific (TOC) Specific Plans will serve as comprehensive planning documents to guide future development and transportation access and safety around the planned West Santa Ana Branch stations in the City of Huntington Park.

Huntington Park, and specifically the neighborhoods surrounding the planned station areas are considered disadvantaged communities. The Station Area Plans will establish a set of strategies and design guidelines envisioned to produce a project consistent with the goals, objectives, and policies of the Huntington Park General Plan, Eco-Rapid Transit TOD Guidelines, Gateway Cities Council of Governments Strategic Transportation Plan and the Los Angeles County Transportation Authority's (Metro) West Santa Ana Branch Corridor TOD Strategic Implementation Plan. The development of the TOD plans for both stations will be driven by stakeholder and community engagement, grounded in community context, thoughtful towards equity, and innovative to meet the needs of Huntington Park. Metro has prioritized the West Santa Ana Branch on its Long Range Transportation Plan (LRTP), and funding for it was guaranteed in the LA County Measure R and Measure M transportation funding ballot measures.

Access to current transit in both stations areas is hindered by critical safety barriers for pedestrians and cyclists, including: a lack of bike lanes, damaged sidewalks, unmarked or poor crosswalks, high traffic volume, lack of adequate signalization and bus stop amenities like trash cans, shelters, benches, and lighting.

Land uses around the Pacific/ Randolph station area are general commercial and downtown specific plan uses, with adjacent residential neighborhoods. The Florence/ Salt Lake station area has rail lines through the project site, parks and open space, general commercial, industrial and low-density residential. For both station areas, the project areas lack the land uses and pedestrian friendly environment needed to increase transit use and encourage new transit-oriented development at the station areas.



# **CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR TRANSIT ORIENTED DISTRICT OVERSIGHT SUPPORT SERVICES BY AND BETWEEN ECO-RAPID AND THE CITY OF HUNTINGTON PARK**

JUNE 16, 2019

Page 3 of 4

## **OVERALL OBJECTIVES**

Eco Rapid Transit with Smart Growth of America (Sub-Applicant - and a national organization dedicated to helping every city become more economically prosperous, socially equitable and an environmentally sustainable place to live) will lead this effort to ensure that Huntington Park is positioned to flourish as new transit multi-modal hubs are created. A Consultant team with Smart Growth America, will perform the work for the project and will select the consulting firms to perform the work. The proper procurement procedures will be used through a competitive RFP process. Caltrans, the City of Huntington Park, and the cities of Bell and Cudahy will be key stakeholders in this project along with the community at large and will participate in the development of the TOC Station Area Plans.

## **PROJECT OBJECTIVES**

The project objectives are as follows:

- Develop two distinct comprehensive Station Area Plans for the planned West Santa Ana Branch Transit Corridor Pacific/Randolph Station and the Florence/Salt Lake Station in the City of Huntington Park informed by community and stakeholder engagement and reflect the historic/cultural community.
- Implement approaches that create synergies and limit duplication of effort for both station areas where possible
- Approach study in a manner that utilizes local Minority Business Enterprises and helps grow their capacity
- Maximize transit and land use investments
- Integrate sustainability
- Develop equitable outcomes that serve and benefit local, disadvantaged and underrepresented communities in Huntington Park
- Preserve and enhance the cultural context and distinct character of both future station areas
- Encourage and promote a mix of transit-supportive land uses and amenities that serve the local community and economy
- Provide affordable housing opportunities while balancing current density challenges • Develop well-defined multimodal improvements to improve active transportation safety and connectivity at both stations
- Develop a station area parking strategy, responsive the unique needs of the area

Eco Rapid has met all the conditions of Grant Acceptance included in the award letter and received a notice to proceed from Caltrans on November 26, 2019. At this point, Eco Rapid is working on formalizing a contract with Smart Growth of America, the Grant Sub-Applicant.

**CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR TRANSIT  
ORIENTED DISTRICT OVERSIGHT SUPPORT SERVICES BY AND BETWEEN ECO-  
RAPID AND THE CITY OF HUNTINGTON PARK**

JUNE 16, 2019

Page 4 of 4

**FISCAL IMPACT/FINANCING**

Under this agreement the City will be responsible to pay \$81,111.00 to Eco-Rapid Transit for professional administrative services. This amount will be reimbursed by Metro once the City successfully apply for the TOD Implementation Program Approved Funding under the Local Matching category.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Under the proposed agreement, Eco-Rapid Transit will take the lead to manage the process and coordinate the schedule of all deliverables according to the contractual agreement and Scope of Services described in Exhibit "B" of the Agreement.

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



**RICARDO REYES**  
City Manager



**SERGIO INFANZON**  
Director of Community Development

**ATTACHMENT(S)**

- A. TOC SB1 Agreement Between City of Huntington Park and Eco-Rapid Transit
- B. Letter of No Prejudice from Metro

## Attachment “A”



AGREEMENT FILE NO. [ ]  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF HUNTINGTON PARK  
AND ECO-RAPID TRANSIT  
FOR TOD OVERSIGHT SUPPORT SERVICES FOR  
THE TOC SB1 PLANNING GRANT

This AGREEMENT is entered into this June 2, 2020 by and between the CITY OF HUNTINGTON PARK, a municipal corporation and general law city ("CITY") and The Orangeline Development Authority, doing business as ECO-RAPID TRANSIT, , a Joint Powers Authority ("CONSULTANT").

WHEREAS, Consultant applied for and received a State of California Sustainable Communities Grant (SB1 Grant Funds) to work with the City of Huntington Park and the cities of Cudahy, Bell, Bell Gardens, Maywood, and Vernon to prepare Transit Oriented Communities Specific Plans for the Randolph/Pacific and Florence/Salt Lake area stations; and

WHEREAS, on March 30, 2020, the Los Angeles County Metropolitan Transit Authority (Metro) issued a letter of no prejudice (LONP) authorizing the CITY's expenditure of the local match portion of the SB1 Grant Funds to develop the Transit Oriented Community Specific Plans in accordance with the conditions set forth in the LONP.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1 CONSIDERATION.

- A. CITY agrees to pay CONSULTANT a sum not to exceed \$81,111 for CONSULTANT's services as part of the Sustainable Communities local matching fund contribution. CITY may modify this amount as set forth in Section 6, below. Unless otherwise specified by written amendment to this Agreement, CITY will cover this amount as specified in the attached Exhibit "A," which is incorporated by this reference.

2 SCOPE OF SERVICES.

- A. CONSULTANT will perform the professional services listed in the attached Exhibit "B," which is incorporated by this reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY,

necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

### 3 PERFORMANCE STANDARDS.

While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services and notify CONSULTANT of any deficiencies in writing. After such notification is received, CONSULTANT will have fifteen (15) days in which to cure such deficiencies to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT. In the event CONSULTANT disputes CITY's characterization of CONSULTANT's services as deficient, CONSULTANT will have five (5) days from receipt of CITY's notification to inform CITY of the basis of its dispute, and the time for CONSULTANT to cure will be extended for an additional fifteen (15) days. If the parties are unable to resolve this dispute by the expiration of the aforementioned period, either party may terminate this Agreement in accordance with Section 16.

### 4. PAYMENTS.

For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the task performed for each personnel category and reimbursable costs (all as set forth in Exhibit "A"), the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

### 5. NON-APPROPRIATION OF FUNDS.

Payments due and payable to CONSULTANT for current services will be included in the Fiscal Year 2020/2021 and City certifies that such funds will be an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year in which the funds were approved and appropriated.

### 6. ADDITIONAL WORK.

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work and CITY and CONSULTANT agree to negotiate in good faith as to additional compensation to be paid to CONSULTANT in return for such Additional Work. If CITY and CONSULTANT cannot reach agreement then

either party may exercise its rights under this Agreement, including Sections 3 and 16.

- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost. CITY and CONSULTANT agree to negotiate in good faith as to additional compensation to be paid to CONSULTANT in return for such Additional Work. If CITY and CONSULTANT cannot reach agreement then either party may exercise its rights under this Agreement, including Sections 3 and 16.

**7. FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
  - i. Carefully investigated and considered the scope of services to be performed;
  - ii. Carefully considered how the services should be performed; and
  - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

**8. TERM.**

The term of this Agreement will be from July 1, 2020 to February 28, 2022. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the services specified in Exhibit "A"; or
- B. Termination as stated in Sections 16 or 39.

**9. TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
  - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
  - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

**10. TIME EXTENSIONS.**

Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours) or as soon as practicable, in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

**11. CONSISTENCY.**

In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below: Exhibit A — Project Budget, and Exhibit B — Scope of Services

**12. CHANGES.**

CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes to the scope of services will be determined in accordance with written agreement between the parties.

**13. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT will provide CITY with a Taxpayer Identification Number.

**14. PERMITS AND LICENSES.**

CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**15. WAIVER.**

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

**16. TERMINATION.**



- A. CITY may terminate this Agreement at any time with. Notice will be given in writing at least thirty (30) days before the effective termination date.
- B. CONSULTANT may terminate this Agreement at any time. Notice will be given in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice and except as provided therein, CONSULTANT will cease performance under this Agreement as of the effective termination date given in the notice and CITY will not be obligated to compensate CONSULTANT for any additional work performed by CONSULTANT after such date.
- D. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of termination, not to exceed the total costs under Section 1 (C).
- E. The CITY acknowledges that termination of this Agreement jeopardizes the Sustainable Communities Grant and the funding for the studies for the two Transit Oriented Community Specific Plans and related proposed West Santa Branch light rail stations to be located in the City.
- F. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated, but without further access to or expenditure of the Sustainable Community Grant funds.

**17. OWNERSHIP OF DOCUMENTS.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement and paid for by the City are the CITY's property. Work performed under the Scope of Work and paid for with SB-1 Grant Funds for the Sustainable Communities program is the property of CALTRANS. CONSULTANT will deliver all original materials not belonging to CALTRANS to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

**18. PUBLICATION OF DOCUMENTS.**

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

- A. CONSULTANT agrees to the following:
  - i. Indemnification for Professional Services. CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
  - ii. Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
  - iii. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
- B. CITY agrees to the following:
  - i. CITY will save harmless and indemnify and at CONSULTANT's request reimburse defense costs for CONSULTANT and all its officers, volunteers, employees and representatives from and against any and

all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act by CITY's officers, agents, employees, or representatives in the performance of this Agreement, except for such loss or damage arising from CONSULTANT's sole negligence or willful misconduct.

ii. Indemnification for other Damages. CITY indemnifies and holds CONSULTANT harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CONSULTANT's sole negligence or willful misconduct. Should CONSULTANT be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CITY will defend CONSULTANT (at CONSULTANT's request and with counsel satisfactory to CONSULTANT'S General Counsel) and will indemnify CONSULTANT for any judgment rendered against it or any sums paid out in settlement or otherwise.

iii. For purposes of this section "CONSULTANT" includes CONSULTANT's officers, officials, employees, agents, and representatives.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

## 20 ASSIGNABILITY.

This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

## 21. INDEPENDENT CONTRACTOR.

CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

## 22. AUDIT OF RECORDS.

CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial General Liability:	\$2,000,000
Professional Liability	\$2,000,000
Business Automobile Liability	\$1,000,000
Worker's Compensation	Statutory Requirement not less than \$1,000,000

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. Commercial General Liability insurance, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Liability policies will be endorsed to name CITY as an "additional insured" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on the equivalent ISO Form. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- D. Automobile coverage will be on an "occurrence basis" written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
- F. Notwithstanding anything to the contrary, CONSULTANT's insurance requirements contained herein may be met with a program of self-insurance.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

#### 24. USE OF SUBCONTRACTORS.

The CITY acknowledges that Eco-Rapid operates by the use of contract officials and staff and agrees that changes to Eco-Rapid's contract consultant do not require CITY's PRIOR approval. CONSULTANT must obtain CITY's prior written approval to use any separate, additional subcontractor consultants, aside from Eco-Rapid's contract officials and staff, while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

#### 25. INCIDENTAL TASKS.

CONSULTANT will meet with CITY monthly to provide status of the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next scheduled update.

#### 26. NOTICES.

All communications to either party by the other party will be addressed and deemed received as follows:

If to CONSULTANT:

Eco-Rapid Transit  
16401 Paramount Blvd  
Paramount, CA 90723  
562-663-6850  
[mkodama@mkplanners.com](mailto:mkodama@mkplanners.com)  
Attention: Michael R. Kodama

If to CITY:

City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
(323) 584-6318  
[sinfanzon@hpca.gov](mailto:sinfanzon@hpca.gov)  
Attention: Sergio Infanzon

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. CONFLICT OF INTEREST.

CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. SOLICITATION.

CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. THIRD PARTY BENEFICIARIES.

This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

30. INTERPRETATION.

This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

31. COMPLIANCE WITH LAW.

CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

**32. ENTIRE AGREEMENT.**

This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are two Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

**33. RULES OF CONSTRUCTION.**

Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

**34. SEVERABILITY.**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

**35. AUTHORITY/MODIFICATION.**

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

**36. ACCEPTANCE OF FACSIMILE SIGNATURES.**

The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

**37. CAPTIONS.**

The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

**38. TIME IS OF ESSENCE.**

Time is of the essence for each and every provision of this Agreement.

**39. FORCE MAJEURE.**

Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, epidemic or pandemic, including COVID-19, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without further obligation of either party to the other. Upon termination, CONSULTANT will be entitled to payment for its services in accordance with Section 16.D, above.

**40. STATEMENT OF EXPERIENCE.**

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy the needs of a public entity, namely the CITY.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF HUNTINGTON PARK

ECO-RAPID TRANSIT

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

\_\_\_\_\_  
Michael Kodama, Executive Director

ATTEST:

\_\_\_\_\_  
Sergio Infanzon, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Arnold Glasman, City Attorney



## Exhibit A — Project Budget



**California Department of Transportation  
Transportation Planning Grants  
Fiscal Year 2018-19**

**PROJECT TIMELINE (Template)**

Project Title		Pacific/Randolph & Florence/Salt Lake TOC Specific Plans										Grantee		Huntington Park																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
		Fund Source												Fiscal Year 2018/19										FY 2019/20		FY 2020/21																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
Task Number		Responsible Party	Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match													J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J		J										J	

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities.  
Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: \_\_\_\_\_ %

Note: Each task must contain a grant amount and a local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. The project timeline must be consistent with the scope of work.



## Exhibit B — Scope of Services

Consultant shall complete the Scope of Work provided in Exhibit B of this agreement for an amount not-to-exceed cost of \$81,111.



**SUSTAINABLE COMMUNITIES  
GRANTS (STATE-SB 1)  
RESTRICTED GRANT AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **Orangeline Development Authority**, hereinafter referred to as **AGENCY**, will commence on **November 15, 2019**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt of Notice to Proceed by the **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2022**.

**RECITALS**

1. Under this RGA, and pursuant to Budget Act Line Item 2660-102-3290, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

NOW, THEREFORE, based upon the terms, covenants and conditions of this RGA, the parties agree as follows:

**SECTION I**

**AGENCY AGREES:**

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

**SECTION II**

**CALTRANS AGREES:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

**SECTION III**

**IT IS MUTUALLY AGREED:**

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS's** budget and (b) for the purpose of conducting transportation studies or planning and (c) to a **public** entity that is responsible for conducting transportation studies or planning.
2. Under this restricted grant, funds may be only used for the purpose set forth in RGA, Resolution (**Attachment I**), Scope of Work and Project timeline (**Attachment II**), and the applicable Grant Application Guide, available upon request, and funds may only be used for costs and expenses that are directly related to such purpose.

3. **AGENCY** shall perform all the duties and obligations described in the "Pacific/Randolph and Florence/Salt Lake TOC Specific", hereinafter the Project, subject to the terms and conditions of this RGA. The Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide, available upon request.

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and Federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any federal funds.

6. Project funding is as follows:

FUND TITLE	FUND SOURCE	DOLLAR AMOUNT
Road Maintenance and Rehabilitation Account (RMRA)	State (SB 1)	\$600,000.00
LOCAL MATCH	Agency Provided	\$81,111.00
	Total Project Costs	\$681,111.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

7. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.
8. **Notification of Parties**
  - a. **AGENCY's** Project Manager for PROJECT is Michael R. Kodama.
  - b. **CALTRANS'** Contract Manager is Melanie Bradford. "Contract Manager" as used herein includes his/her designee.



- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**Orangeline Development Authority** Attention: Michael  
R. Kodama, Grantee Project Manager Phone Number:  
(818) 669-8773  
Email: mkodama@eco-rapid.org  
16401 Paramount Boulevard  
Paramount, CA 90723

**California Department of Transportation**  
District 7/Planning  
Attention: Melanie Bradford, Contract Manager  
Phone Number: (213) 897-9446  
Email: melanie.bradford@dot.ca.gov  
100 South Main Street  
Los Angeles, 90012

#### **9. Period of Performance**

- a. Reimbursable work under this RGA shall begin no earlier than on **November 15, 2019**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **February 28, 2022**.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS** Contract Manager.

#### **10. Changes in Terms/Amendments**

This RGA may only be amended or modified by mutual written agreement of the parties.

#### **11. Cost Limitation**

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$600,000.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

#### **12. Termination**

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the

event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

### 13. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by the US Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect the reduced amount.

### 14. Payment and Invoicing

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and, including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of the Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link:  
<https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 8c**.
- e. Invoices shall include the following information:
  - 1) Names of the **AGENCY** personnel performing work
  - 2) Dates and times of Project Work
  - 3) Locations of Project Work
  - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.
  - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Item 12**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

#### **15. Local Match Funds**

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.

- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the applicable Grant Application Guide, available upon request.

#### 16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- e. **AGENCY** agrees and shall require that all of its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

#### 17. Americans with Disabilities Act

By signing this RGA, **AGENCY** assures **CALTRANS** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).

#### 18. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**,

its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

**19. Nondiscrimination Clause (2 CCR 11105 Clause b)**

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

**20. Retention of Records/Audits**

- a. **AGENCY**, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting



Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to GC Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

## 21. Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The decision of the **CALTRANS** Contract Officer shall be the **CALTRANS's** final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

## 22. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Item 14e (4), above**.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above**.

## 23. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying

actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2)) to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
  - 1) Will receive a copy of the company's Drug-Free policy statement.
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

#### **24. Relationship of Parties**

It is expressly understood that this RGA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

#### **25. State-Owned Data**

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
  - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the RGA.



- 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this RGA.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

## **26. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to and not a limitation of the **AGENCY's** indemnification obligations contained elsewhere in this RGA, the **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, subrecipients, contractors and subcontractors, contractors and subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this RGA, to any and all environmental health hazards, local and otherwise, in connection with the performance of this RGA. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, subrecipients, contractors and subcontractors, contractors and subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this RGA. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, sub-recipients, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents, and/or employees.

## **27. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, the Contractor shall arrange for organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the Caltrans Contract Manager.

## **28. Project Close Out/Final Product**

- a. **AGENCY** will provide an ADA accessible electronic version of the Final Product(s) to the **CALTRANS** Contract Manager.

- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

## 29. Ownership of Proprietary Property

### a. Definitions

- 1) **Work:** The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product:** All deliverables created or produced from **Work** under this RGA including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient and/or the **AGENCY's** contractor, subcontractor and/or subrecipient's employees with one or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

### b. Ownership of Work Product and Rights

- 1) **Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or subrecipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or subrecipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such

assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

**c. INVENTIONS**

- 1) **Vesting of Patent Ownership:** **AGENCY** agrees to require subrecipients, contractors, subcontractors, and their respective employees to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.
- 2) **Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or subrecipient's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees and **AGENCY's** contractor's, subcontractor's, and subrecipient behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark or patent applications.

**d. ADDITIONAL PROVISIONS**

- 1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of

performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

- 2) **Pre-existing Works and License:** **AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to **CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.
- 3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** shall then immediately notify the Department in writing.

**e. Ownership of Data**

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.
- 4) Any sub-agreement in excess of \$25,000.00, entered into as a result of this RGA, shall contain all of the provisions of this clause.



**SECTION IV**


**ATTACHMENTS:**

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY Resolution**
- II. **Scope of Work and Project Timeline**


IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By:   
Printed Name: Dennis Siebert  
Title: Contract Officer

Date: 11/25/2019

**ORANGELINE DEVELOPMENT  
AUTHORITY**

By:   
Printed Name: Michael R. Kodama  
Title: Executive Director

Date: Nov 21, 2019

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

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

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

Date: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

**RESOLUTION NO. 2019-02**

**A RESOLUTION OF THE ORANGELINE DEVELOPMENT AUTHORITY DBA ECO-RAPID TRANSIT AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR FLORECE/SALT LAKE AND PACIFIC/RANDOLPH TRANSIT ORIENTED COMMUNITIES SPECIFIC PLANS**

WHEREAS, Eco-Rapid Transit is eligible to receive federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation

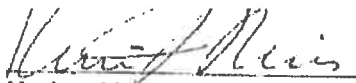
WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs

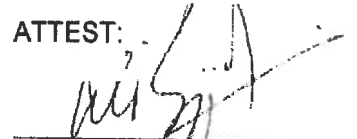
WHEREAS, Eco-Rapid Transit, in collaboration with Smart Growth America and the City of Huntington Park as well as the Cities of Cudahy, Bell, Bell Gardens, Maywood, and Vernon desires to create a sustainable Transit Oriented Community Specific Plan for the Florence/Salt Lake and Pacific/Randolph station areas.

WHEREAS, Eco-Rapid Transit wishes to accept the planning grant and delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Eco-Rapid Transit authorizes the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 12<sup>th</sup> day of June, 2019

  
Karina Macias  
Chair

ATTEST:   
Sajjad Taj  
Secretary

**SCOPE OF WORK: Pacific/ Randolph and Florence/ Salt Lake TOC Specific Plans**

**INTRODUCTION:**

The proposed West Santa Ana Branch (WSAB) light rail line will build upon the historic the Pacific Electric Rail Streetcar Line and travel between Artesia and Union Station. Two new stations will be located in Huntington Park, creating new transit centers and the only light rail line in the City, which is considered a disadvantaged community. This project will create two Transit Oriented Community (TOC) Specific Plans - one for the Pacific/ Randolph Station in the heart of Huntington Park, and the second for the Florence/Salt Lake Station located primarily in Huntington Park with portions of the station area incorporating the cities of Bell and Cudahy. The Salt Lake/ Florence & Randolph/ Pacific (TOC) Specific Plans will serve as comprehensive planning documents to guide future development and transportation access and safety around the planned West Santa Ana Branch stations in the City of Huntington Park.

Huntington Park, and specifically the neighborhoods surrounding the planned station areas are considered disadvantaged communities. The Station Area Plans will establish a set of strategies and design guidelines envisioned to produce a project consistent with the goals, objectives, and policies of the Huntington Park General Plan, Eco-Rapid Transit TOD Guidelines, Gateway Cities Council of Governments Strategic Transportation Plan and the Los Angeles County Transportation Authority's (Metro) West Santa Ana Branch Corridor TOD Strategic Implementation Plan. The development of the TOD plans for both stations will be driven by stakeholder and community engagement, grounded in community context, thoughtful towards equity, and innovative to meet the needs of Huntington Park. Metro has prioritized the West Santa Ana Branch on its Long Range Transportation Plan (LRTP), and funding for it was guaranteed in the LA County Measure R and Measure M transportation funding ballot measures.

The City of Huntington Park is located just 5 miles south of downtown Los Angeles. The City is bounded by Vernon to the north, Maywood, Bell, and Cudahy to the east, South Gate to the south, and unincorporated Los Angeles to the south/east and east of the City. Huntington Park is a distinctly historic community, marked by one of the most unique commercial corridors in the county – Pacific Boulevard. Historically, Pacific Boulevard was one of the most successful commercial destinations for residents throughout the region and has since maintained a character of a historic "main street," while offering unique commercial amenities that reflect the culture of the community.

Planning and policy efforts in recent years in Huntington Park, with LA Metro, and as a member of the Eco Rapid Transit Joint Powers Authority, have considered the potential for a future light rail line through Huntington Park. The stations are included in the FTA funded TOD Strategic Implementation Plan Metro is preparing in collaboration with Eco-Rapid Transit and the corridor cities. The Randolph Corridor Rail to Trail Feasibility Study identifies four concepts for including bicycle infrastructure and enhancing multi-modal conditions along Randolph Street. Regionally, the Randolph corridor is identified as a planned facility in the Gateway Council of Governments Strategic Transportation Plan as well as Metro's Active Transportation Strategic Plan. Metro's Rail to Rail/ River Active Transportation Corridor Project looks to create east-west pedestrian and bicycle linkages to multiple Metro and municipal bus lines and three major north-south Metro transit lines, including the WSAB. Eco Rapid Transit, as part of a Transit Land Use SCAG grant and federal EJ grant, developed West Santa Ana Branch Station Area Concepts for stations in Huntington Park, Cudahy, South Gate, and Downey.

In both the Pacific/Randolph and Florence/ Salt Lake station areas, census tracts are in the top 25 percent of disadvantaged communities in the State (according to CalEnviroScreen 3.0 data). Census tracts around both station areas have a Healthy Places Index score of 10 and 11.2, indicating that neighborhoods around Florence/ Salt Lake and Pacific/ Randolph are healthier than just 10% and 11.2% of other California census tracts, respectively. Huntington Park is a dense community with a population of 58,822 and 3.9 people per household in 2017. Huntington Park and Cudahy are two of the densest cities in the county with 20,000 residents per acre. 97.1 percent of residents are Hispanic or Latino, and 94% speak a language other than English at home (2012-2016 ACS data). Median household income is \$35,629 compared to \$55,509 in Los Angeles and \$67,739 in California. Huntington Park, Bell and Cudahy average age is 28, younger than the County average. In 2010, approximately 30% of the City of Huntington Park's workforce traveled to Los Angeles for work. The City of Vernon was the second most popular destination at 8%, followed by the City of Huntington Park at 4.5%, and the City of Commerce 3.5%. Most employees traveled to work by automobile in 2012, where 78% of the travel mode share consisted of vehicle commuters, which increased from 75% in 2000.

At the Pacific/Randolph station area (census tract 06037532605), HPI data shows that only 27.34% of people have an income exceeding 200% of the federal poverty level, which is higher than only 5.1% of California census tracts. In the same census tract, 47.54% of low-income renters pay more than 50% of their income on housing costs, only 3.8% of other California census tracts pay the same or higher percent of their income on housing costs. According to SB 535 data, the CalEnviroScreen 3.0 score for the census tract is 55.07, qualifying it as an SB 535 disadvantaged community.

The Florence/ Salt Lake station lies within Huntington Park, immediately adjacent to both the cities of Bell and Cudahy. The Huntington Park census tract where the station will be located has healthier community conditions than just 10% of other California census tracts according to Healthy Places Index data. With a CalEnviroScreen 3.0 score of 58.94, the station area ranks in the highest percentile score of SB 535 disadvantaged communities.

Access to current transit (ie. bus lines and the Metro Blue Line at Slauson) in both stations areas is hindered by critical safety barriers for pedestrians and cyclists, including: a lack of bike lanes, damaged sidewalks, unmarked or poor crosswalks, high traffic volume, lack of adequate signalization and bus stop amenities like trash cans, shelters, benches, and lighting.

Land uses around the Pacific/ Randolph station area are general commercial and downtown specific plan uses, with adjacent residential neighborhoods. The Florence/ Salt Lake station area has rail lines through the project site, parks and open space, general commercial, industrial and low-density residential. For both station areas, the project areas lack the land uses and pedestrian-friendly environment needed to increase transit use and encourage new transit-oriented development at the station areas.

#### **RESPONSIBLE PARTIES:**

Eco-Rapid Transit (Orangeline Development Authority JPA) with Smart Growth America, (a national organization dedicated to helping every city become more economically prosperous, socially equitable and an environmentally sustainable place to live) will lead this effort to ensure that Huntington Park is positioned to flourish as new transit multi-modal hubs are created. A Consultant team with Smart Growth America, will perform the work for the project. Eco Rapid Transit Authority has not yet selected the consulting firms to perform the work. The proper procurement procedures will be used through a competitive RFP process. Caltrans, the City of



Huntington Park, and the cities of Bell and Cudahy will be key stakeholders in this project along with the community at large and will participate in the development of the TOC Station Area Plans.

**OVERALL PROJECT OBJECTIVES:**

The project objectives are as follows:

- Develop two distinct comprehensive Station Area Plans for the planned West Santa Ana Branch Transit Corridor Pacific/Randolph Station and the Florence/ Salt Lake Station in the City of Huntington Park informed by community and stakeholder engagement and reflect the historic/cultural community.
- Implement approaches that create synergies and limit duplication of effort for both station areas where possible
- Approach study in a manner that utilizes local Minority Business Enterprises and helps grow their capacity
- Maximize transit and land use investments
- Integrate sustainability
- Develop equitable outcomes that serve and benefit local, disadvantaged and underrepresented communities in Huntington Park
- Preserve and enhance the cultural context and distinct character of both future station areas
- Encourage and promote a mix of transit-supportive land uses and amenities that serve the local community and economy
- Provide affordable housing opportunities while balancing current density challenges
- Develop well-defined multimodal improvements to improve active transportation safety and connectivity at both stations
- Develop a station area parking strategy, responsive to the unique needs of the area

**1. PROJECT INITIATION, CONSULTANT SELECTION, AND PROJECT MANAGEMENT**

**Task 1.1 Kick-off Meeting with Caltrans**

Kickoff meeting between Caltrans, Eco-Rapid Transit, and Smart Growth America (SGA) will set the schedule, expectations, invoicing, etc. This kickoff meeting will provide suggestions in honing the scope of work that will be included in the RFP. Summary meeting notes will be documented.

**Task 1.2 Consultant Procurement**

A formal Request for Proposal (RFP) shall be prepared by Eco-Rapid Transit with Smart Growth America (SGA) and posted through the JPA's formal proposal process. The RFP will be an open solicitation process, and proposals shall be reviewed by Eco Rapid Transit, Smart Growth America and stakeholders, to determine which consultants are best able to support the development of station area plans. Interviews with the most qualified consultant teams shall be held to discuss their proposal, and consultant teams will be scored by the interview panel. Once a consultant(s) is(are) selected, the scope of work shall be refined to clarify work efforts, roles and to ensure it addresses the project objectives and stays within project budget. Upon finalizing the scope, a Professional Services Agreement shall be prepared, negotiated, and agreed to by the Consultant(s) and Eco-Rapid Transit, in accordance with the Eco-Rapid Transit's purchasing and contract services procedures and policies.

**Task 1.3 Project Management Plan**

Following the execution of the professional services agreement, SGA and the Consultant shall prepare a Project Management Plan (PMP) for the Project that clearly delineates outcomes and deliverables for both station areas. The PMP will detail the work flow, team leadership, communication, and quality assurance/quality control procedures between SGA, the Consultant and Eco-Rapid Transit staff and partners leading the Project. Included in the PMP will be a project schedule, deadlines for deliverables, responsible parties, and submission procedures for both station areas. In addition, the Consultant will work with Eco Rapid to develop a regular team Project meeting schedule to facilitate collaboration and coordination between Eco Rapid Staff, SGA and the Consultant team.

**Task 1.4 Outreach Assessment**

SGA and the Consultant team shall work with Eco Rapid stakeholders to prepare an outreach assessment to identify outreach objectives, outcomes, vulnerable and disadvantaged communities, residential and business stakeholders, previously successful outreach activities in the area, develop a preliminary stakeholder list and to partner with Community Based organizations to assist with and participate in the outreach effort.

**Task 1.5 Project Team Meetings**

This task will include all regularly scheduled Project meetings between Eco-Rapid Transit, SGA, and project team staff and the Consultant Team, as established in the PMP. Meeting agenda and notes will be documented and made available to key stakeholders, Eco-Rapid Transit Staff, and the Consultant Team.

**Task 1.6 Quarterly Reports to Caltrans**

Eco-Rapid Transit will prepare Quarterly Reports to be submitted to Caltrans.

**Task 1.7 Submit Invoices to Caltrans**

Eco-Rapid Transit shall prepare and submit invoices to Caltrans for review, approval and payment.

- **Responsible Party: Eco-Rapid Transit, SGA, Consultant and Caltrans**

<b>Task</b>	<b>Deliverable</b>
<b>1.1</b>	<i>Meeting Minutes</i>
<b>1.2</b>	<i>Request for Proposal Packets Final Professional Services Agreement with Scope of Work</i>
<b>1.3</b>	<i>Project Management Plan</i>
<b>1.4</b>	<i>Outreach Assessment</i>
<b>1.5</b>	<i>Meeting Agenda and Minutes</i>
<b>1.6</b>	<i>Quarterly Reports</i>
<b>1.7</b>	<i>Invoices</i>

## **2. RESEARCH AND ANALYSIS**

### **Task 2.1 Analysis of Existing Conditions**

#### **Pacific/Randolph Station Area**

The Consultant Team with SGA will evaluate the existing conditions of the Pacific/ Randolph Station Area building on the information gathered during the development of the WSAB Corridor Transit Oriented Development Strategic Implementation Plan and synthesize the assessment into a comprehensive technical memorandum. As part of the existing conditions analysis, the consultant will inventory and map existing land uses, identify physical constraints to development, and identify non-conforming uses and zoning code violations. In addition, the Consultant will review and succinctly summarize applicable policy documents and zoning regulations and other related studies of the area of local, regional, and state-wide significance. The Eco-Rapid Transit will work with the key stakeholders and consultant to ensure access to all relevant materials and background studies, as well as help coordinate any site visits within the both station areas.

#### **Florence/Salt Lake Station Area**

The Consultant Team with SGA will evaluate the existing conditions, building on the information gathered during the development of the WSAB Corridor Transit Oriented Development Strategic Implementation Plan and synthesize the assessment into a comprehensive technical memorandum. As part of the existing conditions analysis, the consultant will inventory and map existing land uses, identify physical constraints to development, and identify non-conforming uses and zoning code violations. In addition, the Consultant will review and succinctly summarize applicable policy documents and zoning regulations and other related studies of the area of local, regional, and state-wide significance. The Eco-Rapid Transit will work with the key stakeholders and consultant to ensure access to all relevant materials and background studies, as well as help coordinate any site visits within the both station areas.

### **Task 2.2 Market Studies**

#### **Pacific/Randolph Station Area**

Building upon Tasks 2.1 and the Corridor TOD SIP, SGA with the Consultant Team will conduct a market study that analyzes the market potential for transit-oriented development. The consultant will look at the potential for the following land uses: office, retail, light industrial, commercial and residential mixed use, multi-family residential and open space. The consultant will collect both qualitative and quantitative data to inform this study, including field work, as needed. Eco-Rapid Transit and the key stakeholders will work with the consultants to ensure access to all relevant materials, as well as help coordinate any site visits within both station areas. Results of the study will be documented in a technical memorandum.

#### **Florence/Salt Lake Station Area**

Building upon Tasks 2.1 and the Corridor TOD SIP, SGA with the Consultant Team will conduct a market study that analyzes the market potential for transit-oriented development. The consultant will look at the potential for the following land uses: office, retail, light industrial, commercial and residential mixed use, multi-family residential and open space. The consultant will collect both qualitative and quantitative data to inform this study, including field work, as needed. Eco-Rapid Transit and the key stakeholders will work with the consultants to ensure access to all relevant materials, as well as help coordinate any site visits within both station areas. Results of the study will be documented in a technical memorandum.

### **Task 2.3 Conduct Mobility Needs Study**

#### **Pacific/Randolph Station Area**

Eco-Rapid Transit with key stakeholders will provide SGA and the Consultant Team with existing data sources on pedestrian-involved and bicycle-involved crashes, speed survey data, and traffic volume data, bus boardings, as well as the First/Last Mile studies undertaken by Metro. The Mobility Needs Study will assess previous studies, active transportation access in the proposed station areas, safety, and any Safe Routes to School and First Mile/Last Mile conditions to encourage bicycle and pedestrian access in the neighborhoods surrounding the station areas.

#### **Florence/Salt Lake Station Area**

Eco-Rapid Transit with key stakeholders will provide SGA and the Consultant Team with existing data sources on pedestrian-involved and bicycle-involved crashes, speed survey data, and traffic volume data, bus boardings, as well as the First/Last Mile studies undertaken by Metro. The Mobility Needs Study will assess previous studies, active transportation access in the proposed station areas, safety, and any Safe Routes to School and First Mile/Last Mile conditions to encourage bicycle and pedestrian access in the neighborhoods surrounding the station areas.

### **Task 2.4 Conduct Infrastructure Studies**

#### **Pacific/Randolph Station Area**

The Consultant Team will conduct infrastructure studies for the future station area that assesses infrastructure supply and demand, as well as the specific improvements necessary to support the TOC Plan. At a minimum, the study will analyze the following infrastructure elements: sewer; waste management; road and pavement, storm water; public water; communications and open space. Eco Rapid will work with other local jurisdictions and agencies to gather and provide any relevant data on the current state of these infrastructure elements as well as any major maintenance, improvement or replacements plans. This list will include a financing plan for these improvements, indicating which improvements are solely within the City of Huntington Park, adjacent cities or both. Analysis will include an assessment of what needs to be done to attract private investment, and what can be shared with prospective land use developers who would take responsibility for as part of an individual project develop process within both project sites.

#### **Florence/Salt Lake Station Area**

The Consultant Team will conduct infrastructure studies for the future station area that assesses infrastructure supply and demand, as well as the specific improvements necessary to support the TOC Plan. At a minimum, the study will analyze the following infrastructure elements: sewer; waste management; road and pavement, storm water; public water; communications and open space. Eco Rapid will work with other local jurisdictions and agencies to gather and provide any relevant data on the current state of these infrastructure elements as well as any major maintenance, improvement or replacements plans. This list will include a financing plan for these improvements, indicating which improvements are solely within the City of Huntington Park, adjacent cities or both. Analysis will include an assessment of what needs to be done to attract private investment, and what can be shared with prospective land use developers who would take responsibility for as part of an individual project develop process within both project sites



## **Task 2.5 Conduct Equity Study**

### **Pacific/Randolph Station Area**

Consultant Team, with Eco-Rapid Transit and SGA will develop an Equity Study to identify opportunity gaps for residents and businesses surrounding the planned station area to access jobs, education, housing and capital. Health, safety, and other meaningful quality of life elements. The Equity Study will define and establish meaningful equity outcomes for residents, businesses and community members around the station area. The study will:

- Establish meaningful goals around a shared definition of equity specific to the community in the Project Area and actions to achieve these goals;
- Define metrics to evaluate outcomes, including investment decisions;
- Ensure consideration at the front end, not the back end; and
- Seek out and involve the diverse range of voices to collaborate on all of the above.
- Report Best Practices in successful TOC strategies that supported local job development and access to affordable housing.

This task will be closely linked with Task 3, Stakeholder Outreach.

- **Responsible Party: Eco-Rapid Transit, SGA, and Consultant**

<b>Task</b>	<b>Deliverable</b>
<b>2.1</b>	<i>Existing Conditions Analysis</i>
<b>2.2</b>	<i>Market Studies</i>
<b>2.3</b>	<i>Mobility Needs Study</i>
<b>2.4</b>	<i>Infrastructure Study</i>
<b>2.5</b>	<i>Equity Study</i>

### **Florence/Salt Lake Station Area**

Consultant Team, with Eco-Rapid Transit and SGA will develop an Equity Study to identify opportunity gaps for residents and businesses surrounding the planned station area to access jobs, education, housing and capital. Health, safety, and other meaningful quality of life elements. The Equity Study will define and establish meaningful equity outcomes for residents, businesses and community members around the station area. The study will:

- Establish meaningful goals around a shared definition of equity specific to the community in the Project Area and actions to achieve these goals;
- Define metrics to evaluate outcomes, including investment decisions;
- Ensure consideration at the front end, not the back end; and
- Seek out and involve the diverse range of voices to collaborate on all of the above.
- Report Best Practices in successful TOC strategies that supported local job development and access to affordable housing.

This task will be closely linked with Task 3, Stakeholder Outreach.

- **Responsible Party: Eco-Rapid Transit, SGA, and Consultant**

Task	Deliverable
2.1	<i>Existing Conditions Analysis</i>
2.2	<i>Market Studies</i>
2.3	<i>Mobility Needs Study</i>
2.4	<i>Infrastructure Study</i>
2.5	<i>Equity Study</i>

### 3. STAKEHOLDER OUTREACH

#### **Pacific/Randolph Station Area**

##### **Task 3.1 Develop Community Engagement Plan**

SGA and the Consultant Team, that includes community based organization, will develop a robust Community Engagement Plan alongside Eco-Rapid Transit, and key stakeholders: Huntington Park, Cudahy and Bell that consists of a stakeholder analysis, an outreach program, communications plan, program activities, program needs, roles and responsibilities, and a calendar. The Community Engagement Plan will include a focus on engaging disadvantaged and vulnerable communities, meeting people where they are, with bilingual outreach techniques identified and materials.

#### **Florence/Salt Lake Station Area**

SGA and the Consultant Team, that includes community based organization, will develop a robust Community Engagement Plan alongside Eco-Rapid Transit, and key stakeholders: Huntington Park, County of Los Angeles, Vernon and Maywood that consists of a stakeholder analysis, an outreach program, communications plan, program activities, program needs, roles and responsibilities, and a calendar. The Community Engagement Plan will include a focus on engaging disadvantaged and vulnerable communities, meeting people where they are, with bilingual outreach techniques identified and materials.

##### **Task 3.2 Conduct Community Outreach Meetings and Workshops**

#### **Pacific/Randolph Station Area**

Based on Community Engagement Plan developed in Task 3.1, SGA and the Consultant Team will engage the community through a combination of newsletters, online activities, focus groups, interviews, outreach meetings, traditional workshops, place-based events and activities, bike and walk tours, youth activities, and tactical urbanism as identified in the Community Engagement Plan. SGA and the Consultant Team shall work with Eco Rapid to hold workshops and meetings to vision for the station areas, identify assets, opportunities and challenges, share studies and analysis, and develop strategies to implement the community visions for the station areas. Outreach should reflect and celebrate Huntington Park's demographics and should be bilingual in Spanish and English. Artist collaborations involving storytelling or graphic representations, to identify values, assets, opportunities and guide community development will also be a component of the Plan Outreach activities and communication should highlight the station area, while implementing place-based outreach.

- **Responsible Party: Eco-Rapid Transit, SGA, and Consultant**

Task	Deliverable
3.1	<i>Community Engagement Plan, newsletters, outreach materials, meeting presentations, project website</i>
3.2	<i>Summary of outreach engagement meetings</i>

#### **Florence/Salt Lake Station Area**

Based on Community Engagement Plan developed in Task 3.1, SGA and the Consultant Team will engage the community through a combination of newsletters, online activities, focus groups, interviews, outreach meetings, traditional workshops, place-based events and activities, bike and walk tours, youth activities, and tactical urbanism as identified in the Community Engagement Plan. SGA and the Consultant Team shall work with Eco Rapid to hold workshops and meetings to vision for the station areas, identify assets, opportunities and challenges, share studies and analysis, and develop strategies to implement the community visions for the station areas. Outreach should reflect and celebrate Huntington Park's demographics and should be bilingual in Spanish and English. Artist collaborations involving storytelling or graphic representations, to identify values, assets, opportunities and guide community development will also be a component of the Plan Outreach activities and communication should highlight the station area, while implementing place-based outreach.

- **Responsible Party: Eco-Rapid Transit, SGA, and Consultant**

Task	Deliverable
3.1	<i>Community Engagement Plan, newsletters, outreach materials, meeting presentations, project website</i>
3.2	<i>Summary of outreach engagement meetings</i>

#### **4. PREPARE PLANNING DOCUMENTS**

##### **Pacific/Randolph Station Area**

##### **Task 4.1 Prepare Draft TOD Specific Plan**

Incorporating the results of Tasks 2 through 3, SGA and the Consultant team will develop the Draft Specific Plans. The TOD Specific Plan will include the following:

- Zoning Map Amendments
- Land Use Policy Map
- Development Standards
- Design Guidelines
- Mobility Strategy and List of Improvements
- Economic Development Strategy
- Equity Outcomes
- 21<sup>st</sup> Century Infrastructure Improvement Plan

The Project Team will assist in the development of the zoning and other policy maps, as well as conduct a comprehensive review of the draft and provide comments to the Consultant

**Florence/Salt Lake Station Area**

**Task 4.1 Prepare Draft TOD Specific Plan**

Incorporating the results of Tasks 2 through 3, SGA and the Consultant team will develop the Draft Specific Plans. The TOD Specific Plan will include the following:

- Zoning Map Amendments
- Land Use Policy Map
- Development Standards
- Design Guidelines
- Mobility Strategy and List of Improvements
- Economic Development Strategy
- Equity Outcomes
- 21<sup>st</sup> Century Infrastructure Improvement Plan

The Project Team will assist in the development of the zoning and other policy maps, as well as conduct a comprehensive review of the draft and provide comments to the Consultant

**Pacific/Randolph Station Area**

**Task 4.2 Engage Community on Draft TOD Specific Plan**

The Project Team will release the Draft TOD Specific Plan to the public (including all who participated in the Community engagement activities) and provide them with opportunities to comment. There will be one public meeting at each station location to present the Draft TOD Plan and to solicit feedback. In addition to in-person feedback at the community meetings, comments will be welcomed via the project website, emails, in writing and informal meetings.

**Florence/Salt Lake Station Area**

**Task 4.2 Engage Community on Draft TOD Specific Plan**

The Project Team will release the Draft TOD Specific Plan to the public (including all who participated in the Community engagement activities) and provide them with opportunities to comment. There will be one public meeting at each station location to present the Draft TOD Plan and to solicit feedback. In addition to in-person feedback at the community meetings, comments will be welcomed via the project website, emails, in writing and informal meetings.

**Pacific/Randolph Station Area**

**Task 4.3 Finalize Specific TOD Plan**

Based on community comments, the TOD Plan will be revised.

**Florence/Salt Lake Station Area**

**Task 4.3 Finalize Specific TOD Plan**

Based on community comments, the TOD Plan will be revised

**Pacific/Randolph Station Area**

**Task 4.4 Presentation and acceptance of TOD Plan**

The TOD plan will be presented to the WSAB corridor cities to discuss the Plan and how it relates to the other station areas and their plans. The Plan will be submitted to the Eco-Rapid Transit Board for inclusion in the corridor-wide TOD plans for incorporation into the Corridor TOD Strategic Implementation Plan.



- **Responsible Party: Eco-Rapid Transit, SGA, and Consultant**

<b>Task</b>	<b>Deliverable</b>
<b>4.1</b>	<i>Prepare Draft TOD Specific Plan</i>
<b>4.2</b>	<i>Engage Community in review of Plan</i>
<b>4.3</b>	<i>Finalize Plan</i>
<b>4.4</b>	<i>Presentation and Acceptance of TOD Plan</i>

#### **Florence/Salt Lake Station Area**

##### **Task 4.4 Presentation and acceptance of TOD Plan**

The TOD plan will be presented to the WSAB corridor cities to discuss the Plan and how it relates to the other station areas and their plans. The Plan will be submitted to the Eco-Rapid Transit Board for inclusion in the corridor-wide TOD plans for incorporation into the Corridor TOD Strategic Implementation Plan. ,

- **Responsible Party: Eco-Rapid Transit, SGA, and Consultant**

<b>Task</b>	<b>Deliverable</b>
<b>4.1</b>	<i>Prepare Draft TOD Specific Plan</i>
<b>4.2</b>	<i>Engage Community in review of Plan</i>
<b>4.3</b>	<i>Finalize Plan</i>
<b>4.4</b>	<i>Presentation and Acceptance of TOD Plan</i>

California Department of Transportation  
Transportation Planning Grants  
Fiscal Year 2018-19

PROJECT TIMELINE (Template)

Project Title			Pacific/Randolph & Florence/Salt Lake TOC Specific Plans										Grantee										Huntington Park									
			Fund Source				Fiscal Year 2018/19						FY 2019/20						FY 2020/21													
Task Number	Grant	Responsible Party	Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	Deliverable	
1 Project Initiation, Consultant Selection, and Project Management																																
1.1		Applicant	\$2,639	\$2,329	\$310	\$0																								Meeting Minutes		
1.2		Applicant	\$3,867	\$3,413	\$454	\$0																								Request for Proposal Packet; Final Professional Services Agreement w th Scope of Work		
1.3		SubApplicant/ Consultant	\$5,237	\$4,622	\$615	\$0																								Project Management Plan		
1.4		SubApplicant/ Consultant	\$4,893	\$4,133	\$550	\$0																								Outreach Assessment		
1.5		Applicant	\$7,352	\$6,488	\$864	\$0																								Meeting Agenda and Minutes		
1.6		Applicant	\$8,375	\$8,273	\$1,102	\$0																								Quarterly Reports		
1.7		Applicant	\$5,739	\$5,065	\$674	\$0																								Invoices		
2 Research and Analysis																																
2.1		SubApplicant/ Consultant	\$24,784	\$23,656	\$11,138	\$0																								Existing Conditions Analysis		
2.2		SubApplicant/ Consultant	\$53,459	\$47,178	\$6,281	\$0																								Market Studies		
2.3		SubApplicant/ Consultant	\$68,013	\$60,021	\$7,992	\$0																								Mobility Study		
2.4		SubApplicant/ Consultant	\$115,591	\$102,009	\$13,582	\$0																								Infrastructure Study		
2.5		SubApplicant/ Consultant	\$86,223	\$77,857	\$10,366	\$0																								Equity Study		
3 Stakeholder Outreach																																
3.1		Consultant	\$4,600	\$2,978	\$1,622	\$0																								Community Engagement Plan, new letters, outreach materials, meeting presentations, project website		
3.2		Consultant	\$34,400	\$30,358	\$4,042	\$0																								Summary of outreach engagement meetings		
4 Prepare Planning Documents																																
4.1		SubApplicant/ Consultant	\$163,183	\$144,009	\$19,174	\$0																								Draft TOD Specific Plan		
4.2		Applicant	\$900	\$794	\$106	\$0																								Community Review of Plan		
4.3		SubApplicant/ Consultant	\$7,057	\$6,228	\$829	\$0																								Final Plan		
4.4		SubApplicant/ Consultant	\$12,000	\$10,590	\$1,410	\$0																								Presentation and Acceptance of TOD Plan		

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities. Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: \_\_\_\_\_ %

Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. The project timeline must be consistent with the scope of work.

## Attachment “B”





**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

March 30, 2020

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

RE: Caltrans Sustainable Communities Planning Grant Funded Transit Oriented Specific Plans for Florence/Salt Lake and Pacific/Randolph Station Areas – Letter of No Prejudice for Expenditure of Local Funds

Dear Mr. Reyes:

This is in response to your March 26, 2020 letter requesting a Letter of No Prejudice (LONP) from the Los Angeles County Metropolitan Transportation Authority ("LACMTA"). This LONP will allow the City of Huntington Park (the "Grantee"), and the Lead Applicant and Sub Applicant for the Caltrans Sustainable Communities Planning Grant Funding, to expend local funds for the Transit Oriented Specific Plans for Florence/Salt Lake and Pacific/Randolph Station Areas (the "Project") prior to execution of a WSAB TOD SIP Implementation Program Funding Agreement (FA). This LONP requires the Grantee's agreement to the following:

- Uncertainty in transportation revenues and costs prevents LACMTA from guaranteeing that the Measure R funds identified for the WSAB TOD SIP Implementation Program, will be available to the Grantee at a specific time within the schedule of the funding availability identified in the Measure R Expenditure Plan. Accordingly, any work and related local expenditures the Grantee makes under this LONP is undertaken solely at the risk of the Grantee, as LACMTA cannot guarantee the availability of funds to be programmed. LACMTA shall have no responsibility or obligation to fund the Project based on anything contained in this letter.
- The Grantee understands and agrees that should the Grantee choose to initiate any work under this LONP, it in no way implies or assures that the Project will be given a higher priority by LACMTA in the assignment of available funds over other projects within the Measure R program and the WSAB TOD SIP Implementation Program.
- Further, the Grantee understands and agrees that, under the Metro Board-approved terms for the WSAB TOD SIP Implementation Program, the City of Huntington Park will still need to successfully apply for Program funding under the Local Grant Matching category, and then flow this funding to Orangeline Development Authority (operating as Eco-Rapid Transit), the Lead Applicant for the Caltrans Sustainable Communities Planning Grant funding in question, for reimbursement.

With this understanding, if the Grantee still desires to go forward with the Project at this time, LACMTA agrees that if the Grantee chooses to spend local funds in an amount up to \$81,111 for the local match portion of the scope of work contained in Attachment A, then such funds shall be considered local expenditures contingent upon meeting the following conditions:

- LACMTA shall consider expenditures in an amount up to \$81,111 as local expenditures for the Project effective as of the date of this letter;
- All expenses made prior to the execution of the FA and as of the date of this letter must be fully documented, in compliance with the scope of the Project approved by the LACMTA Board, and directly attributable to the Project tasks described in the scope and schedule submitted and attached to this letter as Attachment A;
- The Grantee understands that funds are subject to approval by the LACMTA Chief Executive Officer and no guarantee is made to when such funds will be available for the Grantee's use;
- Upon commencement of local expenditures, the Grantee shall submit Quarterly Progress/Expense Reports;
- Any local expenditures incurred under this LONP will be audited and any expenses found not to be in compliance with the terms and conditions of the FA will be disallowed;
- The Grantee will comply with LACMTA's Funding Agreement - Funding Recipient Communications Guidelines including installing signage and media notification, etc.; and
- The indemnity requirements as provided in the FA shall apply to any local match funds expended as described in this letter.

If the Grantee fails to meet the above conditions, this letter shall be void and not binding upon the LACMTA. Nothing in the letter is intended to or shall be construed to allow the Grantee to spend Measure R funds.

If you should have any questions regarding the terms and conditions of this LONP, please call Sr. Director Elizabeth Carvajal at (213) 922-3084 or email at CarvajalE@metro.net.

Sincerely,



James de la Loza  
Chief Planning Officer

Attachment A – Project Scope of Work, Schedule, and Funding Plan

**ITEM 8**

**CONSIDERATION AND APPROVAL OF DYNAMIC WELL VIDEO INVESTIGATION,  
SEDIMENT REMOVAL AND SPOT REPAIRS AS PART OF WELL 16 START UP**







# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

June 16, 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 DYNAMIC WELL VIDEO INVESTIGATION, SEDIMENT REMOVAL AND SPOT REPAIRS AS PART OF WELL 16 START UP**

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

1. Approve Well 16 improvements in the amount of \$143,785; and
2. Approve a budget appropriation transfer in the amount of \$143,785 from account number 681-8030-461.73-10 to account number 681-8030-461.76-10; and
3. Authorize the City Manager to execute Inframark's proposals and issue purchase orders.

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

Inframark completed the Well 16 (well) pump inspection and repairs in the summer of 2019. The next step was to return the well to operations by cleaning and removing the sediment from the reservoir. In January 2020, Inframark's contractor, JT Thorpe, was contracted to clean and remove the sediment from the reservoir for a not-to-exceed amount of \$39,546.10 (City issued Purchase Order No. 2297). The cost proposal was based on past historical reservoir cleanings with an estimated sediment removal of 25 tons. At its discovery, the contractor estimated the removal of an additional 125 tons of sediment, far exceeding the predetermined estimate. Staff requested an amended proposal to remove and dispose of the additional 125 tons of sediment. Contractor provided a cost proposal to clean the reservoir and remove the additional 125 tons for a not-to-exceed fee of \$62,746.90.

Staff explored cost saving alternative measures to complete the project. Upon consideration of various cost reduction strategies, staff obtained a sample of the sediment and a soils engineer determined that the sediment was of an acceptable quality for backfill on other City projects. Additionally, Public Works transferred the sediment from the site

## **CONSIDERATION AND APPROVAL OF DYNAMIC WELL VIDEO INVESTIGATION, SEDIMENT REMOVAL AND SPOT REPAIRS AS PART OF WELL 16 START UP**

June 16, 2020

Page 2 of 3

to the maintenance yard, which mitigated some of the cost. Staff obtained a revised proposal from the contractor (Attachment A) that reflects the removal of the sediment from inside the reservoir. The final cost for the cleaning/sediment removal are as follows:

<b>Project Description</b>	<b>Amount</b>
<i>Well #16 Reservoir Cleaning, Chlorination, and Disinfecting – Phase #1</i>	<i>\$39,546.10*</i>
Well #16 Reservoir Additional Sediment Cleaning – Phase #2 (based on rental bin onsite until 4/21/2020)	\$62,764.90
Reservoir 16 Sediment Removal Totals	\$102,311.00

\*City issued Purchase Order No. 2297

The next step to return the well to operation is to flush the well thoroughly and clean any stagnant water from the well column, confirm operation of the newly rehabilitated pump and perform a dynamic well video log to determine the source of sediment that is settling in the reservoir. The flushing of well water to storm drain must meet specific water quality standards and requires monitoring as required by State law. To facilitate this monitoring, the well water will be pumped into temporary holding tanks for monitoring before being released to the storm drain. The dynamic video survey (Attachment B) will be used to identify areas in the well contributing to the sand production during well operations. This survey will be used to help determine how to eliminate or mitigate the excessive production of sediment and avoid expensive cleaning and removal costs in the future. The video survey will provide documentation of the start-up conditions when returning Well 16 into service.

Attachment C contains the cost to perform spot repairs. Staff recommends taking advantage to make the necessary repairs since the reservoir is temporally out of service. Repairs will increase the life of the reservoir by another seven to ten years. The contractor will repair bare metal locations showing corrosion on Coal Enamel Floor and spot touch up of entire shell coating, including underside of roof. Power tool clean SSPC-SP 3 all bare spots. Spot apply Raven Aquatapoxy A-7 to all bare spots.

It is staff's recommendation to approve the above-mentioned improvements and perform the additional discovery in order to bring Well 16 back into production and mitigate the costs associated with purchasing imported water.

### **FISCAL IMPACT/FINANCING**

Staff recommends a budget appropriation transfer of \$143,785 from account number 681-8030-461.73-10 to account 681-8030-461.76-10 for the following at Well 16:

- Storm water mitigation and dynamic well video
- Sediment removal, internal cleaning, and disinfection of reservoir
- Reservoir repairs

Attachment D contains the timeline on the recent history of the well.



**CONSIDERATION AND APPROVAL OF DYNAMIC WELL VIDEO INVESTIGATION,  
SEDIMENT REMOVAL AND SPOT REPAIRS AS PART OF WELL 16 START UP**

June 16, 2020

Page 3 of 3

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

- A. RFS-Phase 2 Sediment Removal Well 16
- B. Dynamic Video Well 16
- C. Reservoir 16 Repairs
- D. Well 16 Timeline

## Attachment “A”



# REQUEST FOR SERVICES

---

**To:** Ricardo Reyes, City Manager- City of Huntington Park  
**Date:** 6/5/2020  
**From:** Iris Ramos, Area Manager  
**Project Description:** Phase 2-Additional Sediment Removal at Reservoir 16

## PROJECT SCOPE

---

**Inframark offers to execute the following work at Reservoir 16: 3520 Florence Avenue Huntington Park**

Fee includes removal of additional sediment from reservoir, soft clean interior reservoir as needed, and pressure wash all interior surfaces. Includes all labor, materials, tools, equipment, supervision, worker's compensation, property damage and liability insurance necessary to complete in a workmanlike manner.

## PROJECT DETAILS

---

The RFS is for the above project scope and does not include any other work which is not listed herewith. A separate RFS shall be prepared for any additional work if required.

Project No. \_\_\_\_\_

Projected Date of Completion: 6/30/2020

Estimated Cost of Services: Not to exceed \$62,746.90



Submitted by, Iris Ramos, Area Manager-Inframark

6/5/2020  
Date

## APPROVED TO PROCEED:

---

\_\_\_\_\_  
Ricardo Reyes, City Manager- City of Huntington Park

\_\_\_\_\_  
Date





## Attachment “B”



# REQUEST FOR SERVICES



**To:** Ricardo Reyes, City Manager- City of Huntington Park  
**Date:** 6/5/2020  
**From:** Iris Ramos, Area Manager  
**Project Description:** Well 16 Dynamic Well Video

## PROJECT SCOPE

**Inframark offers to execute the following work at Well 16: 3520 Florence Avenue Huntington Park**

Fee includes dynamic well video and associated report. During the video, the well water will be temporarily piped to an on-site baker type tank. The tank will be used as a settling vessel, to contain any sand and or sediment from being discharged onto the storm system. Includes cost to set up and tear down temporary piping from the well to the tank. Also included is tank rental, clean out and disposal.

## PROJECT DETAILS

The RFS is for the above project scope and does not include any other work which is not listed herewith. A separate RFS shall be prepared for any additional work if required.

Project No. \_\_\_\_\_

Projected Date of Completion: 7/30/2020

Estimated Cost of Services: Not to exceed \$11,319.00

A handwritten signature in black ink, appearing to read "Iris Ramos".

Submitted by, Iris Ramos, Area Manager-Inframark

6/5/2020  
Date

## APPROVED TO PROCEED:

\_\_\_\_\_  
Ricardo Reyes, City Manager- City of Huntington Park

\_\_\_\_\_  
Date



## Attachment “C”



# REQUEST FOR SERVICES

**To:** Ricardo Reyes, City Manager- City of Huntington Park  
**Date:** 6/5/2020  
**From:** Iris Ramos, Area Manager  
**Project Description:** Reservoir 16 Repairs

## PROJECT SCOPE

**Inframark offers to execute the following work at Reservoir 16: 3520 Florence Avenue Huntington Park**

Fee includes spot repair bare metal locations showing corrosion on Coal Enamel Floor and spot touch up of entire shell coating including underside of roof. Power tool clean SSPC-SP 3 all bare spots. Spot apply Raven Aquatapoxy A-7 to all bare spots. All labor, materials, tools, equipment, supervision, worker's compensation, property damage and liability insurance necessary to complete in a workmanlike manner.

<b>Additional Recommendation Option (not included on this estimated cost of services):</b>	<b>Amount</b>
<i>Structural Repair: Furnish and install new Interior AWWA/OSHA Compliant Ladder</i>	<b>\$65,972.50</b>

## PROJECT DETAILS

The RFS is for the above project scope and does not include any other work which is not listed herewith. A separate RFS shall be prepared for any additional work if required.

Project No. \_\_\_\_\_

Projected Date of Completion: 8/30/2020

Estimated Cost of Services: Not to exceed \$69,719.10



Submitted by, Iris Ramos, Area Manager-Inframark

6/5/2020  
Date

## APPROVED TO PROCEED:

\_\_\_\_\_  
Ricardo Reyes, City Manager- City of Huntington Park

\_\_\_\_\_  
Date





## Attachment “D”



## WELL 16 TIMELINE

DATE	DESCRIPTION	NOTES	COST
6/5/2020	Reservoir 16- Repairs- Total: \$69,719.10	Spot repair bare metal locations showing corrosion on coal enamel floor and spot touch-up entire shell coating including underside of roof. Apply Raven Aquatpoxy A-7 to all bare spots.	Pending Approval
6/5/2020	Well 16 Dynamic Well Video and flushing utilizing baker tanks- Total: \$11,319.00		Pending Approval
4/8/2020	Additional Sediment Cleaning – Phase #2: \$62,764.90 (based on time and material - not to exceed amount)	Estimated additional 150 tons of sediment to be removed and reservoir disinfection	Pending Approval
1/20/2020	Sediment removal from reservoir: \$39,546.10	Complete Phase 1 Billing	\$39,546.10
12/20/2019	General Pump reinstalled repaired pump	Well pump remains offline until reservoir cleaning, reservoir repairs and well dynamic testing are complete.	
7/2/2019	General Pump provided a revised quote to repair and reinstall well pump	City issued approved PO on 10/23/19	\$82,102.81
1/28/2019	Static Video Log was completed		
1/3/2019	General Pump provided a quote to pull and inspect pump	Pump was pulled on 1/19/19 for inspection	\$14,033.00
12/28/2018	Well #16 placed out of service due to reduced flow rate		
12/26/2018	Abnormal noise from pump and minor pump leak and vibration reported by pump operator. Flow rate dropped from 700 gpm to 400 gpm		
1/9/2018	General Pump provided findings of dynamic video log	Findings of report stated that there was moderate amount of sand and silt during start up that lasted 15-20 minutes gradually clearing to acceptable levels or an undetected trace amount. It appeared that the bulk of the sediment enters into the well at or below 890 feet.	\$1,950.00

1/9/2018	<p>General Pump provided quote to address sanding issues. <b>Option 1:</b> Do nothing and continue to use the well as is until catastrophic failure (collapse) or unusable because of extreme and uncontrollable sanding issues. <b>Option 2:</b> Cement the bottom of well from total of 870 feet bgs, since we know based on the dynamic video the lower portion of the well does provide a percent of the total well yield. Although it is unknown how much yield would be lost permanently by choosing this method. <b>Option 3:</b> Furnish and install pneumatic packer set to depth of 870 feet. This would seal off the lower portion of the well while allowing the well to be pumped as required. It would also be used to lessen the influx of sand and sediment. Potential risks includes having the packer "sanded in" making retrieval difficult or impossible. Cost for labor and packer only is \$38,000.00</p>	City decided to proceed with Option 1	
11/7/2017	General Pump conducted dynamic video testing		
10/24/2017	General Pump provided quotes to pull and inspect pump and conduct dynamic video testing	City did not approve pump removal inspection. Approval for dynamic testing only.	
10/1/2017	General Pump recommended to monitor flow rate for flow rate reduction.		
9/1/2017	Water leaking at shaft reported by Pump Operator		
6/9/2014	Well #16 Repair: Phase 3: Prepare pump test equipment and conduct dynamic video log. Air bursting perforated section and reinstall pump	Findings of dynamic videos and hydraulic testing of well recommended full pump replacement. Bowl constructed of stainless steel impellers with stainless steel bowl wear rings. New bowl assembly will produce 1000 GPM @340' TDH. New design will ensure well is not being overpumped.	\$63,229.20
6/9/2014	Well #16 Rehab Project Phase 4: Replace pump bowls, stainless steel cone strainer, New tube and shaft assemblies, Also replaced 125HP VHS Motor		\$85,951.14
12/16/2013	Well #16 Diagnostic Test: Phase 1: Pump removal and engineering report. Phase 2: Wire brush and bail	General Pump provided quotes to perform mild rehab of Well #16 and to include dynamic video testing in effort to diagnose any sand intrusion	\$19,700.00
3/1/2014	Sediment removal from reservoir conducted by Pacific Titan	152 tons removed	\$39,950.00
8/1/2013	Interior inspection of reservoir conducted by Dive Corr		

1/1/2011	Sediment removal from reservoir conducted by Pacific Titan	134 tons removed	\$35,463.00
10/1/2010	Interior inspection of reservoir conducted by Dive Corr		
9/1/2018	Interior inspection of reservoir conducted by Dive Corr		
11/1/2006	Sediment removal from reservoir conducted by Utility Service	82 tons removed	\$10,500.00
9/1/2006	Interior inspection of reservoir conducted by Dive Corr		
5/1/2005	Sediment removal from reservoir conducted by Dive Corr	21 tons removed	\$4,106.49
10/1/2004	Interior inspection of reservoir conducted by Dive Corr		
3/1/2002	Sediment removal from reservoir conducted by Muldoon Marine Service	163 tons removed	\$16,800.00

