CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, October 5, 2021

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

Graciela Ortiz
Mayor

Eduardo "Eddie" Martinez
Vice Mayor

Karina Macias
Council Member

Marilyn Sanabria
Council Member

Manuel "Manny" Avila
Council Member

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

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

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

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

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

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

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

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

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

Public Comment

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

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

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. Presentation: SCE Rule 20A Alternative Street Undergrounding Options
2. Proclamation "National Coming Out Day and LGBTQ History Month"
3. Huntington Park Sanitation District Good Citizens Recognition

PUBLIC COMMENT

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

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION –

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

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

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 September 21, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated October 5, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. RESOLUTION APPROVING THE INSTALLATION OF STOP SIGNS ON CALIFORNIA AVENUE AT LIVE OAK STREET

RECOMMENDED THAT THE CITY COUNCIL:

1. Resolution No. 2021-27 approving the installation of Stop signs on California Avenue at Live Oak Street; and

2. Since the proposed installation is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA); and

3. Authorize the Public Works Department to place the appropriate pavement markings, advance warning signs and appropriate signage in accordance with the California Manual on Traffic Control Devices.

4. RESOLUTION ADOPTING CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10: CONSULTANT SELECTION

RECOMMENDED THAT THE CITY COUNCIL:

1. Resolution No. 2021-28 adopting the Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection; and

2. Authorize the City Manager to sign all appropriate documents before the November 15, 2021 due date to submit the Resolution and letter to Caltrans.

5. APPROVE ACCEPTANCE OF COUNTY OF LOS ANGELES COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT

RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the date of Saturday, October 9, 2021 to have the Los Angeles County Sanitation Districts host the 2021 Countywide Household Hazardous/Electronic Waste Collection event at the Public Works Maintenance Yard; and

2. Authorize the City Manager and the City Attorney to execute the Countywide Household Hazardous Waste Collection Program Siting Liability agreement.

HUMAN RESOURCES

6. AUTHORIZE AND APPROVE EMPLOYMENT AGREEMENT FOR CITY CLERK

RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the City Manager's recommendation of candidate to serve in the position of City Clerk;

2. Authorize City Manager to negotiate final terms; and

3. Approve City Manager to execute an employment agreement for City Clerk.

7. AUTHORIZE AND APPROVE EMPLOYMENT AGREEMENT FOR DIRECTOR OF COMMUNICATIONS AND COMMUNITY RELATIONS

RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the City Manager's recommendation of candidate to serve in the position of Director of Communications and Community Relations;

2. Authorize City Manager to negotiate final terms; and

3. Approve City Manager to execute an employment agreement for Director of Communications and Community Relations.

8. CONSIDERATION AND APPROVAL OF AWARD OF AN INTERIM CONTRACT FOR COMMUNITY DEVELOPMENT DIRECTOR

RECOMMENDED THAT THE CITY COUNCIL:

1. Award a Month-to-Month Contract for the Interim Community Development Director Position; and

2. Negotiate and Award the Contract for a not-to-exceed amount of $13,500 per month for FY 2021/2022 Budget; and

3. Authorize the City Manager to negotiate and execute the contract.

POLICE DEPARTMENT

9. CONSIDERATION AND AUTHORIZATION TO RENEW AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES

RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to negotiate the terms of a school crossing guard services agreement for a term of three (3) years, with an option of two, one-year extensions, for a total maximum of five (5) years, upon which time the agreement will expire; and

2. Authorize the City Manager to finalize and execute the agreement.

END OF REGULAR AGENDA

DEPARTAMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Eduardo "Eddie" Martinez

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, October 5, 2021 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 not less than 72 hours prior to the meeting. Dated this 1st Day of October 2021.

Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, September 21, 2021

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

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, September 21, 2021, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

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

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

INVOCATION

- Invocation was led by Mayor Graciela Ortiz.

PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Council Member Karina Macias.

PRESENTATION(S)

1. Metro conducted a presentation of the "Rails to River R2R Segment B Alternative Analysis".
2. Public Works conducted a presentation of the "I-Park App".
3. Mayor Graciela Ortiz presented a Proclamation Celebrating Hispanic Heritage Month.

PUBLIC COMMENTS

1. Daniel Garcia: requested additional patrolling at Salt Lake St, excessive speeding taking place every day.
2. Guillermo Hernandez: Between Walnut St and Otis, people constantly speed and he requested Police presence since it has been a long term issue.
3. Yvonne Correa: She requested City Council Meetings Open to the public. There are many questions and concerns that need to be heard and answered.

STAFF RESPONSE

City Manager Ricardo Reyes stated that some changes have taken place associated to the State of Emergency and the Brown Act, and at the end of the month a forum for public comments was going to be provided.

Mayor Ortiz added that the meeting could be open to the public via zoom or telephone as a form of communication for Public Comments.

City Manager Ricardo Reyes presented a request to the City Council to make a motion to add a subsequent item No. 6 to the regular agenda. The City became aware of the item after the agenda was published. Mr. Reyes stated that it required a 2/3 vote from the council.

Mayor Ortiz acknowledged public comments submitted by Mr. Garcia and Mr. Hernandez and recommended a task force to prevent speeding. Chief of Police Lozano stated he will address the residence's concern and traffic enforcement measures will be implemented.

City Manager Ricardo Reyes read the item and asked the Council to make a motion to add item number Six to the Regular Agenda.

Motion: Council Member Macias motioned to add subsequent item No. 6 to the September 21, 2021, Regular Agenda, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

CLOSSED SESSION

At 6:41 pm, Mayor Ortiz recessed to closed session

City Attorney Araceli Almazan asked the City to recess into closed session to discuss the matter under the close session portion of the agenda.

1. PUBLIC EMPLOYMENT – POSITION: CITY CLERK
   Government Code Section 54957 (b) (1) – One Matter

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9(d)(1)
   Christopher Lisner v. City of Huntington Park, et al.
   USDC Case No. 5:19-cv-02009-VAP-SP

At 8:35 p.m. Mayor Graciela Ortiz reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan announced the record should reflect that with all five members of the City Council present, both items listed in the close session portion of the agenda were discussed. Item 1, 1) Candidates were interviewed, direction was provided. Item 2, 1) Council was briefed, but no final action was taken.

CONSENT CALENDAR

Motion: Council Member Sanabria made a motion to approve the items included in the consent calendar, seconded by Council Member Macias. **Motion passed 5-0-0, by the following vote:**

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

   1-1. Regular City Council Meeting held September 7, 2021

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated September 21, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

Mayor Ortiz introduced Public Works Director Cesar Roldan to present the item.

3. **RESOLUTION SETTING THE PUBLIC HEARING TO ADOPT THE HUNTINGTON PARK RULE 20A UNDERGROUNDING PROJECT ON BICKETT STREET BETWEEN SLAUSON AVENUE AND THE NORTH CITY LIMITS AND DECLARING THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT**

Motion: Council Member Macias moved to approve Resolution No. 2021-25 setting the Public Hearing date of October 19, 2021 to adopt the Huntington Park Rule 20A

Undergrounding Project at Bickett Street between Slauson Avenue and the North City Limits and declaring the formation of an Underground Utility District; and Authorize the City Clerk's Office to publish the Notice of Public Hearing and notify the affected parcel owners of the undergrounding project, seconded by Council Member Sanabria. **Motion passed 5-0-0, by the following vote:**

ROLL CALL:

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

NOES: Council Member(s): None

* Mayor Ortiz requested a presentation on the available funds at the next council meeting.

4. CONSIDERATION AND APPROVAL TO COMPLETE THE WELLHEAD TREATMENT BY THE WATER REPLENISHMENT DISTRICT AT WELL NO. 15

Motion: Council Member Sanabria moved to approve the completion of the wellhead treatment and rehabilitation of Well No. 15 by the Water Replenishment District for a not-to-exceed amount of $690,410; and approve a budget appropriation in the amount of $690,410 from Account No. 681-8030-461-76-26 Well No. 15 Water Fund Capital Project; and authorize the City Manager to execute all contract change orders and process all payments to the Water Replenishment District, Seconded by Council Member Macias **Motion passed 5-0-0, by the following vote:**

ROLL CALL:

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

NOES: Council Member(s): None

COMMUNITY DEVELOPMENT

5. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PROJECT ADVOCACY AND LABOR RELATIONS SERVICES

Mayor Ortiz announced the item

Motion: Mayor Ortiz moved to approve and award a one (1)-year professional services agreement (PSA) with an option to renew three (3) additional one (one) year term(s) to Upward Solutions, LLC for Project and Labor Advocacy Services as the most qualified firm; Negotiate and Award the PSA for a no-to-exceed amount of $5,000 per month for FY 2021/2022 Budget, payable from 111-0210-413.56-41; and Authorize the City Manager to negotiate and execute the PSA, seconded by Council Member Macias. **Motion passed 5-0-0, by the following vote:**

ROLL CALL:

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

NOES: Council Member(s): None

Item No. was added to the agenda

6. RESOLUTION OF CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DESIGNATING A VOTING DELIGATE TO THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFRONIA CITIES

Motion: Mayor Ortiz motioned to appoint Vice Mayor Martinez to serve as the voting delegate to represent the city at the general assembly of the League of California cities, seconded by Macias. **Motion passed 5-0-0, by the following vote:**

ROLL CALL:

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

NOES: Council Member(s): None

END OF REGULAR AGENDA.

DEPARTMENTAL REPORTS –

City Manager Ricardo Reyes mentioned that water shut-off Moratorium expires at the end of the month and residents will be notified for those that might be delinquent. Mayor Ortiz requested the number of residents that have a delinquent status and discuss a possible solution to assist these residents and make sure they continue having the water services.

City Manager Ricardo Reyes responded that there is a combination of 189 residential and commercial account holders with a delinquent status; 80 % Residential and 20 % Commercial and the staff has plans to reach out to all the account holders.

City Council Sanabria stated that there are programs like HEAT that may cover financial assistance for water bills.

WRITTEN COMMUNICATIONS – None

COUNCIL COMMUNICATIONS –

Councils Member Avila did not have any comments.

Council Member Sanabria thanked staff and wished everyone a goodnight.

Council Member Macias thanked staffed and reminded the public to provide comments for the West Santa Ana Branch Project. Comments need to be submitted to Metro before Tuesday, September 28, 2021.

Vice Mayor Martinez thanked staff and wished Huntington Park a goodnight.

Mayor Ortiz wished everyone a good evening.

ADJOURNMENT

Mayor Ortiz adjourned the meeting at 8:43 pm to a Regular Meeting on Tuesday, October 5, 2021 at 6:00 p.m.

Respectfully submitted,

_____

Sergio Infanzon
Acting City Clerk

ITEM NO. 2

Approve Accounts Payable and Payroll Warrant(s) dated October 5, 2021

Due to Technical Difficulties, the List of Vendors and Warrants will be available for review on Monday, October 4, 2021

ITEM NO. 3

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 5, 2021

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

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING THE INSTALLATION OF STOP SIGNS ON CALIFORNIA AVENUE AT LIVE OAK STREET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Resolution No. 2021-27 approving the installation of Stop signs on California Avenue at Live Oak Street; and

2. Since the proposed installation is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA); and

3. Authorize the Public Works Department to place the appropriate pavement markings, advance warning signs and appropriate signage in accordance with the California Manual on Traffic Control Devices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City received a request for a 4-Way Stop intersection on California Avenue at Live Oak Street. The intersection of California Avenue at Live Oak Street is a four-way intersection that is controlled east-west by stop signs. In accordance with the California Manual on Traffic Control Devices (MUTCD), the City's Traffic Engineer reviewed the request and conducted a stop sign warrant analysis of the intersection.

Regarding the request for installation of an All-Way Stop intersection at this location, the CA MUTCD has established specific requirements for the installation of stop signs. Three varying warrants are applicable to this specific request; though the requirement is for one of the three warrants to be satisfied before installing stop signs. The warrants are summarized as follows:

1. Collisions - Involving five (5) or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right and left-turn collisions as well as right-angle collisions.

a. Traffic collision records for this intersection were reviewed for a 4-year period (01/01/2017 and 12/31/2020). A review of the reported accident history revealed two accidents in a 4-year history; with one being a pedestrian fatality. It is always possible that other unreported collisions and perhaps near misses may have occurred; however, only reported collisions may be considered for collision warrants.

2. Volumes - The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for each of 8 hours of an average day.

3. Sight Distance - Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop reasonably safely. Evidence that sight distance is a contributing factor will be supported by the existence of traffic collisions which could be susceptible to correction by installation of stop signs.

In terms of traffic volumes, accident history and sight distance concerns, the stop sign warrants were not met. The City of Huntington Park's Traffic Authority reviewed the report at the regularly scheduled August 5, 2021 meeting and concurred with the Traffic Engineer's assessment. However, the MUTCD allows for engineering judgment to be used to consider other factors such as restrictions, or the need to control pedestrian/vehicle conflicts.

Staff seeks direction from the City Council on the installation of the Stop signs and applicable pavement markings on California Avenue (north-south) at Live Oak Street.

LEGAL REQUIREMENT

The installation of a stop sign does not absolve the City from potential liability. The City is exposed to liability whether or not stop signs are installed at this particular intersection. The primary purpose of stop signs is to control intersection right-of-way. The stop sign is a useful regulatory traffic control device that directs motorists to stop at all times before proceeding through an intersection. A fully justified and properly installed stop sign can facilitate traffic movement, effectively assign right-of-way, reduce vehicle delay and decrease accidents. A stop sign is not a cure-all and is not a substitute for other traffic control devices.

Advantages of Warranted Stop Signs:

- Stop signs that are warranted provide the following:
    - Assignment of right of way to drivers at an intersection
    - Improved safety at the intersection

Disadvantages of Unwarranted Stop Signs:

- Stop signs installed that are NOT warranted cause the following:
    - Reduce their effectiveness and are largely ignored by drivers
    - Unnecessarily increases fuel consumption and air and noise pollution

- May actually cause an increase in potential accidents

FISCAL IMPACT/FINANCING

The cost to install the signs and pavement markings is approximately $1,000 payable from the Public Works operating budget.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. Resolution 2021-27

ATTACHMENT A

RESOLUTION NO. 2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK TO INSTALL STOP SIGNS AND APPLICABLE PAVEMENT MARKINGS ON CALIFORNIA AVENUE AT LIVE OAK STREET

WHEREAS, City received a request for a 4-Way Stop intersection on California Avenue at Live Oak Street; and

WHEREAS, the City Traffic Engineer conducted a Stop Warrant Study pursuant to the California Manual on Traffic Control Devices (MUTCD); and

WHEREAS, in terms of traffic volumes, accident history and sight distance concerns, the stop sign warrants were not met; and

WHEREAS, the City of Huntington Park's Traffic Authority reviewed the report at the regularly scheduled August 5, 2021 meeting and concurred with the City Traffic Engineer's assessment; and

WHEREAS, however, the MUTCD allows for engineering judgment to be used to consider other factors such as restrictions, or the need to control pedestrian/vehicle conflicts; and

WHEREAS, the City Council finds that installation of stop signs at the intersection of California Avenue at Live Oak Street is critical to the health and wellness of the community in accordance with applicable law, including the City of Huntington Park's Municipal Code and general traffic engineering principles; and

WHEREAS, This Resolution may be enforced pursuant to the California Vehicle Code Section 21450 after the location designated above is properly posted.

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

SECTION 1. Be it further resolved and ordered, that any and all actions, whether previously or subsequently taken by the City, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

SECTION 2. This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 5th day of October 2021.

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City's governing board at the meeting thereof held on this 5th day of October 2021.

_____

Graciela Ortiz, Mayor

Ayes: _____

Noes: _____

Abstained: _____

Absent: _____

ATTEST:

_____

Sergio Infanzon

Acting City Clerk

ITEM NO. 4

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 5, 2021

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

Dear Mayor and Members of the City Council:

RESOLUTION ADOPTING CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10: CONSULTANT SELECTION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Resolution No. 2021-28 adopting the Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection; and

2. Authorize the City Manager to sign all appropriate documents before the November 15, 2021 due date to submit the Resolution and letter to Caltrans.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park engages consultants to perform architectural, engineering, and related services to develop federal-aid funded projects. The City seeks reimbursement from Caltrans for Architectural and Engineering (A&E) Consultant services and must follow the selection and contracting procedures detailed in Chapter 10 Consultant Selection of the Caltrans Local Assistance Procedures Manual.

Cost proposals submitted to the City must be sealed and must not be included as a criterion for rating A&E consultants. After ranking, cost negotiations may begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the City must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the City. In selecting an A&E consultant, a detailed technical proposal or qualifications proposal, and a proposed contract is required.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations website.

LEGAL REQUIREMENT

Title 23 Code of Federal Regulations Part 172 (23 CFR 172) allows Caltrans Division of Local Assistance to prescribe the policies and procedures for engineering and design related services, also known as Architectural and Engineering. The City is responsible for adopting Caltrans' prescribed written policies and procedures.

The Brooks Act (40 USC, Section 1104) requires local agencies to award federally funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 Code of Federal Regulations (CFR), Part 172), at a fair and reasonable price (48 CFR 31.201-3).

The City is made aware of both federal and state funded grants and as a condition of approval, must adopt the Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection. The target deadline to submit the Resolution (Attachment 1) and letter (Attachment 2) is November 15, 2021 in order to comply. Failure to comply with this requirement will result in the loss of current and suture federal and state funds that are utilized for programs and projects such as Safe Routes to School and Active Transportation Program that assist in the health and wellness of our community.

FISCAL IMPACT/FINANCING

Approval of this action does not have an impact on the City's budget. However, City staff will assess all potential grant opportunities and will seek City Council authorization prior to submitting the grant applications as these decisions may affect the City's fiduciary responsibilities.

Approval of this action will allow City staff to submit competitive applications for federal and state grants and seek reimbursement for A&E services.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. Resolution 2021-28
B. Letter Adopting LAPM Chapter 10

ATTACHMENT A

RESOLUTION NO. 2021-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK TO ADOPT CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10: CONSULTANT SELECTION

WHEREAS, the City of Huntington Park is responsible for constructing transportation projects that are state and federally funded; and

WHEREAS, in order to comply with the Federal regulations and due to limited staffing and expertise, certain services including Architectural and Engineering (A&E) are contracted out to qualified firms; and

WHEREAS, the Federal regulations set forth standards for procuring and administering A&E contracts; and

WHEREAS, the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 31.201-3); and

WHEREAS, pursuant to 23 CFR 172.5 (b), local agencies shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

WHEREAS, the provision 23 CFR 172.5 (b)(1) requires local agencies to adopt written policies and procedures for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures to be utilized by local agencies in the procurement and management of A&E contracts on state and federal funded transportation projects to ensure compliance with applicable Federal and State laws

and regulations and to maintain eligibility for Federal-Aid reimbursement; and

WHEREAS, the City of Huntington Park has developed additional policies, dated October 5, 2021, to ensure avoidance of conflict of interests in the performance of A&E services for state and federal funded transportation projects; and

WHEREAS, the City of Huntington Park desires to adopt Caltrans's LAPM Chapter 10 and the City's conflict of interest policies for compliance with Federal regulations on the procurement and administration of A&E contracts.

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

SECTION 1. The above recitals are true and correct findings of the Huntington Park City Council.

SECTION 2. The Local Assistance Procedures Manual, Chapter 10, Consultant Selection dated October 5, 2021 or as amended in future updates, is approved and adopted.

SECTION 3. The A&E Services Administration and Procurement Policies developed by the City of Huntington Park for State and Federal Funded Projects dated October 5, 2021, are approved and adopted.

SECTION 4. Authorizes the City Manager to approve amendments to the City's adopted A&E Services Administration and Procurement Policies in consultation with the Federal Highways Administration.

SECTION 5. This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 5th day of October 2021.

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City's governing board at the meeting thereof held on this 5th day of October 2021.

_____

Graciela Ortiz, Mayor

Ayes: _____

Noes: _____

Abstained: _____

Absent: _____

ATTEST:

_____

Sergio Infanzon

Acting City Clerk

ATTACHMENT B

October 5, 2021

Kamal Sah
Office Chief
Caltrans Headquarters
Office of Guidance and Oversight
1120 N Street
Sacramento, CA 95814

RE: Chapter 10 - Consultant Selection
City of Huntington Park - Adoption of Caltrans Local Assistance Procedures Manual

Dear Kamal Sah,

In accordance with Title 23 of the Code of Federal Regulations Part 172.5, the City of Huntington Park hereby formally adopts Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10 as the written policies and procedures for the procurement, management, and administration of Architectural and Engineering (A&E) consultant contracts as prescribed in Chapter 10 of the LAPM titled, "Consultant Selection", for all Federal consultant contracts. This letter serves as the City of Huntington Park's formal adoption of the current LAPM Chapter 10 and any future updates to the chapter, effective immediately.

Sincerely,

Ricardo Reyes
City Manager

ITEM NO. 5

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 5, 2021

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

Dear Mayor and Members of the City Council:

APPROVE ACCEPTANCE OF COUNTY OF LOS ANGELES COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the date of Saturday, October 9, 2021 to have the Los Angeles County Sanitation Districts host the 2021 Countywide Household Hazardous/Electronic Waste Collection event at the Public Works Maintenance Yard; and

2. Authorize the City Manager and the City Attorney to execute the Countywide Household Hazardous Waste Collection Program Siting Liability agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles Sanitation Districts (District) schedules countywide Household Hazardous/Electronic Waste Collection events. The Household Hazardous Waste Collection Program gives Los Angeles County residents free and convenient ways to dispose of unwanted items that cannot be thrown in the regular trash. Household Hazardous Waste is any product labeled toxic, poisonous, combustible, corrosive, irritant, or flammable. Some examples include antifreeze, batteries, cleaning supplies, unused non-controlled pharmaceuticals, fluorescent light bulbs, TVs, computers, and cell phones. State law dictates these products to be properly recycled or disposed of at a hazardous waste facility. The health and safety of our families, neighborhoods and environment is threatened when household hazardous waste is stored or disposed of improperly.

District staff reached out the City staff and requested the date of Saturday, October 9, 2021 to host a countywide event at the Huntington Park City Yard. The District previously hosted this event in 2019. Event staff will only remove household hazardous and electronic waste from the trunk of a vehicle or a pick-up bed. The County will dispose of sharps (needles), though the individual will be required to exit the vehicle and dispose of them in the designated area.

The collection event would be opened between 9:00 am and 3:00 pm. District staff would be on-site at 6:00 am and until the site is cleaned and returned to normal on Saturday evening, typically leaving by 6:00 pm. Equipment set-up for the event would take place on Friday, October 8, 2021.

LEGAL REQUIREMENT

The City Council may choose not to approve the agreement. However, if the agreement is not signed, the roundup cannot take place. Approving the attached agreement (Attachment 1) allows the City to host the popular and useful annual event in the City. Similar to previous years, there will be an event day traffic control plan and onsite traffic directions will be placed within the Public Works Yard.

Staff plans to publicize this free event via the City website and other social media outlets. The County will also promote the event. This is one of the City's continued efforts in implementing its Source Reduction and Recycling Element programs.

FISCAL IMPACT/FINANCING

Approval of this action will not have an impact on the City's budget. Operationally speaking, the Public Works Department will have two employees present to assist with this event. Compensatory time will be utilized for this event.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. County Siting Liability Agreement

ATTACHMENT A

COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT

This Agreement is made and entered into this _____day of _____, _____ , by and between the COUNTY OF LOS ANGELES, (hereinafter referred to as "County"), County Sanitation District No. 2 of Los Angeles County (hereinafter referred to as "District"), and City of Huntington Park (hereinafter referred to as "Owner").

Whereas, the County and District have agreed to co-sponsor a Household Hazardous and Electronic Waste Collection Event ("Roundup") to provide Los Angeles County residents an environmentally safe means and place to dispose of household hazardous waste.

Whereas, the County and the District have entered into that certain Household Hazardous Waste Collection Agreement dated February 1, 1992 (the "County-District Agreement"), which sets forth the obligations of the County and the District in connection with Household Hazardous Waste Collection Events such as the Roundup.

Whereas, Owner desires to support this worthwhile project by offering use of its property located at Huntington Park City Yard, 6900 Bissell Street, Huntington Park, CA 90255, for the Roundup. The Roundup is scheduled for October 9, 2021.

NOW, THEREFORE, County, District, and Owner agree as follows:

Article 1. DEFINITIONS

Household hazardous waste includes, but is not limited to, pesticides, cleaning solvents, automotive fluids, waste oil, paint and related products, hobby and art chemicals, batteries, and similar items. Electronic waste includes, but is not limited to computers, printers, cables, televisions, VCRs, stereos, and similar items.

Article 2. USE OF PROPERTY

Owner agrees to permit County, District and their agents, employees and waste collection contractors to use Owner's property located at Huntington Park City Yard, 6900 Bissell Street, Huntington Park, CA 90255 beginning, Friday, October 8, 2021 at 8 a.m. to prepare for the Roundup and to conduct the Roundup to be held on October 9, 2021. The Roundup will be scheduled, advertised, and available to the public between the hours of 9 a.m. and 3 p.m. on October 9, 2021, although household hazardous and electronic waste may be accepted as early as 8 a.m. and as late as 4 p.m.

Owner agrees to permit the County and District to use the area where the Roundup is held for a reasonable time, not to exceed 24 hours following termination of the Roundup on October 9, 2021, by 4 p.m., to package and remove all collected hazardous,

nonhazardous, and electronic waste from Owner's property. Limited rental equipment such as fork lifts, etc., may be left at Owner's property until pick up by the rental company no later than the second work day of the week following the Roundup. The County and District will store such equipment away from traffic areas, approved by the Owner, until picked up by the rental company. The Owner shall not be responsible for any loss, damage, or liabilities arising out of the use or storage of such rental equipment.

Owner further agrees to provide such use of its property to the County and District without compensation.

Article 3. COUNTY AND DISTRICT'S RESPONSIBILITIES:

A. County is a self-insured agency and shall provide Owner a Certificate of Self-Insurance.

B. County agrees to release, indemnify, defend, and hold harmless Owner, its partners, employees, officers, and agents against any and all liability and expense, including defense costs and legal fees and claims for damages, including but not limited to, bodily injury, death, personal injury or property damage, arising out of or associated with the use of Owner's property for the purposes of the Roundup, including but not limited to the acts or omissions of County or District's contractors in conducting the Roundup, except to the extent caused by an act or omission of Owner or its officers, employees or agents.

C. County and District agree to comply with all applicable Federal, State, and local laws in conducting the Roundup, and in packaging, removing, and disposing of all waste collected.

D. County and District agree to remove and clean up any spill or other release of hazardous, non-hazardous waste, or electronic waste resulting from the Roundup and restore affected site facilities to their original condition.

E. County and District agree to provide all overnight security and protection personnel/services necessary for the County's, District's, and their contractor's equipment/supplies that are stored on the Owner's property prior to or following the Roundup, until such time that all such equipment/supplies are removed from the Owner's property.

F. Whereas, the County and the District will conduct the Roundup, and all activities involved with the preparation and cleanup, in compliance with all applicable state and local requirements pertaining to COVID-19.

G. The responsibilities of the County and the District to each other with regard to the Roundup are governed by the County-District Agreement, which shall remain in full force and effect and which is not intended to be superseded by this Agreement.

Article 4. ELECTRONIC SIGNATURES:

This agreement and any other document necessary for the consummation of the transaction contemplated by this agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this agreement had been delivered had been signed using a handwritten signature. The parties (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature. If this agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by COUNTY SANITATION DISTRICT NO. 2 LOS ANGELES COUNTY on _____, and by the COUNTY OF LOS ANGELES on _____, and by the OWNER on _____.

COUNTY SANITATION DISTRICT No. 2
OF LOS ANGELES COUNTY

By _____
Chief Engineer and General Manager

ORIGINAL APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH, LLP
District Counsel

By_____

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By_____
Deputy

City of Huntington Park

By _____

_____
Print Name

_____
Title

APPROVED AS TO FORM:

(OWNER COUNSEL)

By_____

ITEM NO. 6

CITY OF HUNTINGTON PARK

Human Resources Department
City Council Agenda Report

October 5, 2021

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

Dear Mayor and Members of the City Council:

AUTHORIZE AND APPROVE EMPLOYMENT AGREEMENT FOR CITY CLERK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

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

BACKGROUND

A comprehensive recruitment for the City's budgeted vacant City Clerk position was conducted by Municipal Resource Group, LLC. Top candidates were presented to the City Manager for consideration. The City Manager and City Council conducted interviews of the top two candidates for the position. The proposed agreement is presented for City Council consideration.

FISCAL IMPACT/FINANCING

The agreement will be for a period of five years terminating no later than October 17, 2026. The City Clerk salary & benefits are included in the Fiscal Year 2021-2022 Operating Budget.

CONCLUSION

Upon Council approval, the City Manager will execute the employment agreement for the position of City Clerk.

Respectfully submitted,

Ricardo Reyes
City Manager

NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT

A. City Clerk Agreement 2021 - DRAFT

ATTACHMENT A

2021
EMPLOYMENT AGREEMENT
(Engagement: City Clerk)
(Parties: City of Huntington Park and _____)

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this day of October 5, 2021, by and between the CITY OF HUNTINGTON PARK ("CITY"), a California municipal corporation, and _____ ("CITY CLERK" and sometimes referred to herein as "Employee"), an individual. For the purposes of this Agreement CITY and DIRECTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CITY CLERK interchangeably. This Agreement sets forth all terms and conditions of employment concerning the employment of _____ to the position of the City Clerk for the City of Huntington Park, California.

RECITALS

WHEREAS, CITY desires to employ the services of Employee as CITY CLERK of CITY and subject to the terms, conditions, and benefits set forth in this Agreement; and

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

WHEREAS, the Council and CITY CLERK believe an agreement will enhance the excellence and continuity of the management of the City's office of the City Clerk for the benefit of its residents; and

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

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

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

DRAFT

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

OPERATIVE PROVISIONS

1. Position, Duties and Term.

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

1.2 **Period of Employment/Commencement Date.** CITY CLERK's employment with CITY shall be "at-will" pursuant to the provisions of Government Code section 36506. CITY CLERK's employment shall be subject to the provisions of this Agreement and provisions applicable to the office of the City Clerk contained in the CITY's Municipal Code AND THE City's personnel rules, policies, regulations and procedures, as it may be amended from time to time. The Date for CITY CLERK's commencement to serve as CITY CLERK shall be [Month Day, 2021].

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

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

City Council on his or her activities and those of CITY.

CITY CLERK's duties shall include, but are not limited to:

a. Attending all meetings of the City Council, including regular and special meetings, unless excused by the City Manager. The CITY CLERK shall receive notice of all regular and special meetings of the City Council, and accept requests for occasional meetings with City Council member(s);

b. Prepare agenda documents and staff reports for any regular or special meetings of the City Council pertaining to his or her Department;

c. Directing the work of all office of the City Clerk employees and endeavor to implement changes that the CITY CLERK believes will result in greater efficiency, economy, or improved public service in the provision of CITY services;

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

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

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

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

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

It is the intent of the City Council that the CITY CLERK will function as the CITY CLERK of the CITY's office of the City Clerk. CITY CLERK shall provide such other services as are customary and appropriate to the position of CITY CLERK, together with such additional services assigned from time to time by the City Council or City Manager as may be consistent with California law and the CITY's Municipal Code and policies. CITY CLERK shall devote his or her best efforts and attention to the performance of these duties. Notwithstanding CITY CLERK's duties as CITY CLERK,

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nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

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

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

1.7 **Term.** CITY CLERK's term of employment shall commence on [Month Day, 2021 and continue to Month Day, Year] (referred hereinafter as the "Term") and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time as determined by the City Council.

2. Compensation and Benefits.

Effective for the duration the time periods covered by this agreement, City agrees to compensate CITY CLERK at an annual salary of $125,000.00. CITY CLERK will not be entitled to any additional compensation including overtime compensation. However, CITY CLERK shall receive all benefits afforded to Department Heads in current City service; including without limitation vacation time, sick leave or other leave time, and any post-employment benefits to which the CITY CLERK shall be eligible. Furthermore, CITY CLERK shall receive annual increases in benefits and salary to the same rate/amount as received by other Department Heads. (Or as stated in the Non-Represented Employees Compensation and Benefit Plan).

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

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

b. The City shall provide CITY CLERK with his or her choice of medical, dental, vision, long term disability and life insurance plans as provided to all other City employees.

c. CITY CLERK shall be entitled to receive forty (40) hours per year of administrative leave. If this Agreement is extended to an additional year(s), any remaining administrative leave shall not carry forward to the following year(s).

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

3. Taxes.

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

4. Termination.

4.1 Termination by City for Convenience.

(a) Except as otherwise provided under Subsection (b) of this Section below, CITY may terminate CITY CLERK at any time for convenience and without cause, by providing CITY CLERK thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place CITY CLERK on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss CITY CLERK notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment shall be an amount equal to three (3) months base salary, less any and all applicable or legally required deductions. CITY CLERK shall also receive all applicable accrued vacation and/or sick leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums

shall be deducted from the "severance payment."

(b) Within ninety (90) calendar days of a swearing-in after a CITY election, CITY may not act to terminate CITY CLERK for convenience as authorized under Subsection (a) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (b), shall preclude CITY from terminating CITY CLERK employment for cause at any time as provided elsewhere under Section 4 of this Agreement.

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

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

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

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

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

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

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

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

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

5. Annual Evaluation.

DRAFT

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

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

b. professional ethics;

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

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

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

f. prevailing job market conditions and compensation trends; and

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

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

6. Business Expenses.

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

7. Professional Membership and Training Expenses.

Upon obtaining prior consent from the City Council, CITY shall reimburse CITY CLERK for reasonable expenses associated with CITY CLERK's membership, training,

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and travel to participate in local, regional, and statewide organizations beneficial to the CITY.

8. Business Related Equipment

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

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

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

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

9. Proprietary Information.

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

responsibilities under this Agreement. Following termination, CITY CLERK shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. CITY CLERK obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

10. Conflict of Interest.

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

GENERAL PROVISIONS

11. Notices.

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

CITY's Notice Address:

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

City Clerk Address: [Deliver to last updated address in personnel file]

12. Indemnification.

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq.) CITY will indemnify, defend, and hold CITY CLERK harmless from and against any action, demand, suit, monetary judgment or

other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension term. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, the City shall have no duty to indemnify, defend, or hold CITY CLERK harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by him.

13. Bonding.

CITY shall bear the full cost of any fidelity or other bonds required of the Director of Communications and Community Relations under any laws or ordinance.

14. Entire Agreement.

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

15. Amendments.

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

16. Waiver.

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

17. Assignment.

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

18. Severability.

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

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19. Governing Law.

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

20. Interpretation.

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

21. Acknowledgment.

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

SIGNATURE PAGE TO FOLLOW

REMAINDER OF PAGE BLANK INTENTIONALLY

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

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CITY OF HUNTINGTON PARK

By:_____
City Manager

APPROVED AS TO FORM:

By:_____
City Attorney

CITY CLERK/EMPLOYEE

By:_____

ATTEST:

By:_____
Acting City Clerk

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ITEM NO. 7

CITY OF HUNTINGTON PARK

Human Resources Department
City Council Agenda Report

October 5, 2021

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

Dear Mayor and Members of the City Council:

AUTHORIZE AND APPROVE EMPLOYMENT AGREEMENT FOR DIRECTOR OF COMMUNICATIONS AND COMMUNITY RELATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the City Manager's recommendation of candidate to serve in the position of Director of Communications and Community Relations;

2. Authorize City Manager to negotiate final terms; and

3. Approve City Manager to execute an employment agreement for Director of Communications and Community Relations.

BACKGROUND

A comprehensive recruitment for the City's budgeted vacant Director of Communications and Community Relations position was conducted by the Department of Human Resources. Top candidates were presented to the City Manager for consideration. The Assistant City Manager and Director of Human Resources conducted interviews of the top three candidates for the position. The proposed agreement is presented for City Council consideration.

FISCAL IMPACT/FINANCING

The agreement will be for a period of five years terminating no later than October 17, 2026. The Director of Communications and Community Relations salary & benefits are included in the Fiscal Year 2021-2022 Operating Budget.

CONCLUSION

Upon Council approval, the City Manager will execute the employment agreement for the position of Director of Communications and Community Relations.

Respectfully submitted,

Ricardo Reyes
City Manager

NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT

A. Director of Communications and Community Relations Agreement 2021 - DRAFT

ATTACHMENT A

2021
EMPLOYMENT AGREEMENT
(Engagement: Director of Communications and Community Relations)
(Parties: City of Huntington Park and Sergio A. Infanzon)

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this ___day of October, 2021, by and between the CITY OF HUNTINGTON PARK ("CITY"), a California municipal corporation, and Sergio A. Infanzon ("DIRECTOR" and sometimes referred to herein as "Employee" or "Infanzon"), an individual. For the purposes of this Agreement CITY and DIRECTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or DIRECTOR interchangeably. This Agreement sets forth all terms and conditions of employment concerning the employment of Infanzon to the position of Director of Communications and Community Relations for the City of Huntington Park, California.

RECITALS

WHEREAS, CITY desires to employ the services of Infanzon as Director of Communications and Community Relations ("DIRECTOR") of CITY and subject to the terms, conditions, and benefits set forth in this Agreement; and WHEREAS, the City Council of the City of Huntington Park (the "Council") and DIRECTOR believe that an agreement negotiated between the City Council, on behalf of the City, and DIRECTOR can be mutually beneficial to the City, DIRECTOR, and the community they serve; and

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

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

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

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

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

OPERATIVE PROVISIONS

1. Position, Duties and Term.

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

1.2 Period of Employment/Commencement Date. DIRECTOR 's employment with CITY shall be "at-will" pursuant to the provisions of Government Code section 36506. DIRECTOR's employment shall be subject to the provisions of this Agreement and provisions applicable to the office contained in the CITY's Municipal Code and the City's personnel rules, policies, regulations and procedures, as it may be amended from time to time. The Date for DIRECTOR's commencement to serve as Director of Communications and Community Relations shall be October _6_, 2021.

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

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

provide oral or written status reports to the City Council on his or her activities and those of CITY.

DIRECTOR's duties as Director of Communications and Community Relations shall include, but are not limited to:

a. Attending all meetings of the City Council, including regular and special meetings, unless excused by the City Manager. The Director of Communications and Community Relations shall receive notice of all regular and special meetings of the City Council, and accept requests for occasional meetings with City Council member(s);

b. Prepare agenda documents and staff reports for any regular or special meetings of the City Council pertaining to his Department;

c. Directing the work of all Communications and Community Relations employees and endeavor to implement changes that the Director of Communications and Community Relations believes will result in greater efficiency, economy, or improved public service in the provision of CITY services;

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

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

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

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

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

It is the intent of the City Council that the Director of Communications and Community Relations will function as the Director of the CITY's Department of

Communications and Community Relations. DIRECTOR shall provide such other services as are customary and appropriate to the position of Director of Communications and Community Relations, together with such additional services assigned from time to time by the City Council or City Manager as may be consistent with California law and the CITY's Municipal Code and policies. DIRECTOR shall devote his best efforts and attention to the performance of these duties.

Notwithstanding DIRECTOR's duties as Director of Communications and Community Relations, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

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

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

1.7 Term. DIRECTOR's term of employment as Director of Communications and Community Relations shall commence on October __6_, 2021 and continue to October 7, 2026 (referred hereinafter as the "Term") and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time as determined by the City Council.

2. Compensation and Benefits.

Effective for the duration the time periods covered by this agreement, City agrees to compensate DIRECTOR at an annual salary of $145,000.00. DIRECTOR will not be entitled to any additional compensation including overtime compensation. However, DIRECTOR shall receive all benefits afforded to Department Heads in current City service; including without limitation vacation time, sick leave or other leave time, and any post-employment benefits to which the DIRECTOR shall be eligible. Furthermore, DIRECTOR shall receive annual increases in benefits and salary to the same rate/amount as received by other Department Heads. (Or as stated in the Non-Represented Employees Compensation and Benefit Plan).

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

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

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

c. DIRECTOR shall be entitled to receive forty (40) hours per year of administrative leave. If this Agreement is extended to an additional year(s), any remaining administrative leave shall not carry forward to the following year(s).

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

3. Taxes.

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

4. Termination.

4.1 Termination by City for Convenience.

(a) Except as otherwise provided under Subsection (b) of this Section below, CITY may terminate DIRECTOR at any time for convenience and without cause, by providing DIRECTOR thirty (30)

days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place DIRECTOR on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss DIRECTOR notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment shall be an amount equal to six (6) months base salary, less any and all applicable or legally required deductions. DIRECTOR shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment."

(b) Within one hundred and eighty (180) calendar days· of the swearing in of a newly elected or appointed City Councilmember or Mayor, CITY may not act to terminate DIRECTOR for convenience as authorized under Subsection (a) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (b), shall preclude CITY from terminating DIRECTOR's employment for cause at any time as provided elsewhere under Section 4 of this Agreement.

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

4.3 Termination for Cause by City. CITY may immediately terminate DIRECTOR's employment with CITY and this Agreement at any time by providing DIRECTOR written notice of his termination for cause. No "severance payment" shall be paid in the event DIRECTOR's employment is terminated for cause, except that CITY shall pay DIRECTOR for his accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (i) theft or attempted theft; (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on CITY

premises or on CITY time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; and/or (vi) unauthorized absences. DIRECTOR expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY's Employment Policies. DIRECTOR also expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

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

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

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

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

4.8 Illness, Injury or Disability Arising Out of the Course of Employment. In the event DIRECTOR suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate DIRECTOR solely and exclusively on the basis

of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and the California Fair Employment and Housing Act. Further, DIRECTOR 's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.
4.9 Medical Examination. DIRECTOR agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the CITY, in the event a decision must be made under Sections 4.6 through 4.8. CITY and DIRECTOR shall receive a copy of all medical reports related to the examination.

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

5. Annual Evaluation.

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

a. overall performance as Director of Communications and Community Relations, including leadership and management skills;

b. professional ethics;

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

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

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

f. prevailing job market conditions and compensation trends; and

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

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

6. Business Expenses.

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

7. Professional Membership and Training Expenses.

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

8. Business Related Equipment.

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

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

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

(d) PRIVACY. All the documents and information contained in, or transmitted from the CITY-provided cellular phone and laptop or iPad, including but not limited to text messages, voicemail messages, electronic mail messages and electronically stored documents, are the property of the CITY and may be accessed by the CITY at any time

without notice to DIRECTOR. DIRECTOR understands and acknowledges that he or she has no right to privacy when using the CITY provided cellular phone or iPad.

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

10. Conflict of Interest.

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

GENERAL PROVISIONS

11. Notices.

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

in DIRECTOR personnel file. DIRECTOR agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

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

Director of Communications and Community Relations' Address:

[Deliver to last updated address in personnel file]

12. Indemnification.

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

13. Bonding.

CITY shall bear the full cost of any fidelity or other bonds required of the Communications and Community Relations under any laws or ordinance.

14. Entire Agreement.

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

15. Amendments.

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

16. Waiver.

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

17. Assignment.

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

18. Severability.

If any court of competent jurisdiction holds any provision of this 11 Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

19. Governing Law.

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

20. Interpretation.

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

21. Acknowledgment.

DIRECTOR acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement,

that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

SIGNATURE PAGE TO FOLLOW

REMAINDER OF PAGE BLANK INTENTIONALLY

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

CITY OF HUNTINGTON PARK

By:_____
Graciela Ortiz, Mayor

EMPLOYEE/DIRECTOR

By:_____
Sergio A. Infanzon

CITY OF HUNTINGTON PARK

By:_____
Ricardo Reyes, City Manager

ATTEST:

By:_____
Sergio Infanzon, Acting City Clerk

APPROVED AS TO FORM:

By:_____
City Attorney

ITEM NO. 8

CITY OF HUNTINGTON PARK

Human Resources Department
City Council Agenda Report

October 5, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF AN INTERIM CONTRACT FOR COMMUNITY DEVELOPMENT DIRECTOR

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award a Month-to-Month Contract for the Interim Community Development Director Position; and

2. Negotiate and Award the Contract for a not-to-exceed amount of $13,500 per month for FY 2021/2022 Budget; and

3. Authorize the City Manager to negotiate and execute the contract.

BACKGROUND

Pursuant to the City Council's direction to provide quality service, accountability, oversite of staff, and to carry out the policies of the City Council, a reorganization of Department Heads has resulted in a vacancy of the Community Development Director Position. In an effort to carry out continuity in the leadership of the department, it is necessary to hire an Interim Community Development Director. A recruitment process will start in the coming months to carry out a search for a qualified candidate to fill the vacancy in the future. In the interim, a qualified candidate with the prerequisite experience in local government will need to fill the role until a permanent candidate can be secured. Mr. Steve Forster has been a consultant to the city in various development projects, capital improvement projects, building and safety services as well as public works and engineering services for the past four years. His background includes over 30 years of experience in local government and has previously served as a department director for decades. The Interim Community Development Director will report to the City Manager.

FISCAL IMPACT

Staff's recommendation is to award the contract on a month-to-month basis, it has been budgeted in the FY 21/22.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,

RICARDO REYES
City Manager

NITA MCKAY
Director of Finance and Administrative Services

ATTACHMENT

A. Interim Community Development Director Agreement - Draft

ATTACHMENT A

2021
MONTH-TO-MONTH EMPLOYMENT AGREEMENT
(Engagement: Interim Community Development Director)
(Parties: City of Huntington Park and _____)

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this day of October 5, 2021, by and between the CITY OF HUNTINGTON PARK ("CITY"), a California municipal corporation, and _____ ("INTERIM COMMUNITY DEVELOPMENT DIRECTOR" and sometimes referred to herein as "DIRECTOR" or "Employee"), an individual. For the purposes of this Agreement CITY and DIRECTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or INTERIM COMMUNITY DEVELOPMENT DIRECTOR interchangeably. This Agreement sets forth all terms and conditions of employment concerning the employment of _____ to the position of the Interim Community Development Director for the City of Huntington Park, California.

RECITALS

WHEREAS, CITY desires to employ the services of Employee as INTERNIM COMMUNITY DEVELOPMENT DIRECTOR of CITY and subject to the terms, conditions, and benefits set forth in this Agreement; and

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

WHEREAS, the Council and INTERIM COMMUNITY DEVELOPMENT DIRECTOR believe an agreement will enhance the excellence and continuity of the management of the City's Department of Community Development for the benefit of its residents; and

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

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

WHEREAS, in accordance with the City of Huntington Park Municipal Code, both

parties now desire to set forth the terms, conditions, and provisions of the employment relationship between City and INTERIM COMMUNITY DEVELOPMENT DIRECTOR.

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

OPERATIVE PROVISIONS

1. Position, Duties and Term.

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

1.2 **Period of Employment/Commencement Date.** INTERIM COMMUNITY DEVELOPMENT DIRECTOR's employment with CITY shall be "at-will" pursuant to the provisions of Government Code section 36506. INTERIM COMMUNITY DEVELOPMENT DIRECTOR's employment shall be subject to the provisions of this Agreement and provisions applicable to the Department of Community Development contained in the CITY's Municipal Code AND THE City's personnel rules, policies, regulations and procedures, as it may be amended from time to time. The Date for INTERIM COMMUNITY DEVELOPMENT DIRECTOR commencement to serve as INTERIM COMMUNITY DEVELOPMENT DIRECTOR shall be [Month Day, 2021].

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

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

INTERIM COMMUNITY DEVELOPMENT DIRECTOR's duties shall include, but are not limited to:

a. Attending all meetings of the City Council, including regular and special meetings, unless excused by the City Manager. The INTERIM COMMUNITY DEVELOPMENT DIRECTOR shall receive notice of all regular and special meetings of the City Council, and accept requests for occasional meetings with City Council member(s);

b. Prepare agenda documents and staff reports for any regular or special meetings of the City Council pertaining to his or her Department;

c. Directing the work of all office of the Department of Community Development employees and endeavor to implement changes that the INTERIM COMMUNITY DEVELOPMENT DIRECTOR believes will result in greater efficiency, economy, or improved public service in the provision of CITY services;

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

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

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

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

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

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

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

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

1.7 **Term.** INTERIM COMMUNITY DEVELOPMENT DIRECTOR's term of

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employment shall commence on [Month Day, 2021 and continue to Month Day, Year] (referred hereinafter as the "Term") and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time as determined by the City Council.

2. Compensation and Benefits.

Effective for the duration the time periods covered by this agreement, City agrees to compensate INTERIM COMMUNITY DEVELOPMENT DIRECTOR at an annual salary of [$000,000.00.] INTERIM COMMUNITY DEVELOPMENT DIRECTOR will not be entitled to any additional compensation including overtime compensation. However, INTERIM COMMUNITY DEVELOPMENT DIRECTOR shall receive all benefits afforded to Department Heads in current City service; including without limitation vacation time, sick leave or other leave time, and any post-employment benefits to which the INTERIM COMMUNITY DEVELOPMENT DIRECTOR shall be eligible. Furthermore, INTERIM COMMUNITY DEVELOPMENT DIRECTOR shall receive annual increases in benefits and salary to the same rate/amount as received by other Department Heads. (Or as stated in the Non-Represented Employees Compensation and Benefit Plan).

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

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

b. The City shall provide INTERIM COMMUNITY DEVELOPMENT DIRECTOR with his or her choice of medical, dental, vision, long term disability and life insurance plans as provided to all other City employees.

c. INTERIM COMMUNITY DEVELOPMENT DIRECTOR shall be entitled to receive forty (40) hours per year of administrative leave. If this Agreement is extended to an additional year(s), any remaining administrative leave shall not carry forward to the following year(s).

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

3. Taxes.

Employee INTERIM COMMUNITY DEVELOPMENT DIRECTOR shall be responsible for his or her federal, state, local or other taxes resulting from any

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

4. Termination.

4.1 Termination by City for Convenience.

(a) Except as otherwise provided under Subsection (b) of this Section below, CITY may terminate INTERIM COMMUNITY DEVELOPMENT DIRECTOR at any time for convenience and without cause, by providing INTERIM COMMUNITY DEVELOPMENT DIRECTOR thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place INTERIM COMMUNITY DEVELOPMENT DIRECTOR on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss INTERIM COMMUNITY DEVELOPMENT DIRECTOR notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment shall be an amount equal to three (3) months base salary, less any and all applicable or legally required deductions. INTERIM COMMUNITY DEVELOPMENT DIRECTOR shall also receive all applicable accrued vacation and/or sick leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment."

(b) Within ninety (90) calendar days of a swearing-in after a CITY election, CITY may not act to terminate INTERIM COMMUNITY DEVELOPMENT DIRECTOR for convenience as authorized under Subsection (a) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (b), shall preclude CITY from terminating INTERIM COMMUNITY DEVELOPMENT DIRECTOR employment for cause at any time as provided elsewhere under Section 4 of this Agreement.

4.2 Termination by Employee. INTERIM COMMUNITY DEVELOPMENT

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

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

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

4.5 Benefits Upon Termination. All benefits to which INTERIM COMMUNITY DEVELOPMENT DIRECTOR is entitled under this Agreement shall cease upon INTERIM

COMMUNITY DEVELOPMENT DIRECTOR's termination in accordance with this Section 4 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to INTERIM COMMUNITY DEVELOPMENT DIRECTOR, or unless otherwise required by law.

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

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

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

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

4.10 Death of Employee. This Agreement along with INTERIM COMMUNITY

DEVELOPMENT DIRECTOR's employment shall terminate automatically upon INTERIM COMMUNITY DEVELOPMENT DIRECTOR's death.

5. Annual Evaluation.

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

a. overall performance as Interim Community Development Director, including leadership and management skills;

b. professional ethics;

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

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

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

f. prevailing job market conditions and compensation trends; and

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

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

6. Business Expenses.

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

7. Professional Membership and Training Expenses.

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

8. Business Related Equipment

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

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

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

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

9. Proprietary Information.

"Proprietary Information" means all information and any idea pertaining in any

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

10. Conflict of Interest.

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

GENERAL PROVISIONS

11. Notices.

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

CITY's Notice Address:

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

INTERIM COMMUNITY DEVELOPMENT DIRECTOR Address: [Deliver to last updated address in personnel file]

12. Indemnification.

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

13. Bonding.

CITY shall bear the full cost of any fidelity or other bonds required of the INTERIM COMMUNITY DEVELOPMENT DIRECTOR under any laws or ordinance.

14. Entire Agreement.

This Agreement is intended to be the final, complete, and exclusive statement of the terms of INTERIM COMMUNITY DEVELOPMENT DIRECTOR employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of INTERIM COMMUNITY DEVELOPMENT DIRECTOR, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To

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the extent that the practices, policies, or procedures of CITY, now or in the future, apply to INTERIM COMMUNITY DEVELOPMENT DIRECTOR and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2 above, INTERIM COMMUNITY DEVELOPMENT DIRECTOR shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

15. Amendments.

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

16. Waiver.

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

17. Assignment.

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

18. Severability.

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

19. Governing Law.

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

20. Interpretation.

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

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superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

21. Acknowledgment.

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

SIGNATURE PAGE TO FOLLOW

REMAINDER OF PAGE BLANK INTENTIONALLY

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

CITY OF HUNTINGTON PARK

By:_____
City Manager

INTERIM COMMUNITY DEVELOPMENT DIRECTOR /EMPLOYEE

By:_____

APPROVED AS TO FORM:

ATTEST:

DRAFT

By:_____
City Attorney

By:_____
City Clerk

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ITEM NO. 9

CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

October 5, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND AUTHORIZATION TO RENEW AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to negotiate the terms of a school crossing guard services agreement for a term of three (3) years, with an option of two, one-year extensions, for a total maximum of five (5) years, upon which time the agreement will expire; and

2. Authorize the City Manager to finalize and execute the agreement.

BACKGROUND

All City Management Services, Inc. (ACMS) provides school crossing guard services near school sites selected by the City throughout the community. The latest crossing guard services agreement is expired, however; this had been inconsequential due to the closure of schools caused by the COVID-19 pandemic. Now that schools are again open, ACMS has resumed crossing guard services in order to maintain the highest level of safety for students while crossing streets or intersections during school hours. For ACMS to continue uninterrupted crossing guard services throughout the school year, it is necessary to renew the agreement.

ACMS has been the City's crossing guard services provider for several years and is an industry leader in providing crossing guard services. The crossing guard services program and agreement is managed by the police department and there have been no issues with the delivery of services as outlined in previous agreements. ACMS is a well managed company and is responsive to the needs of the City.

The current locations being serviced by ACMS are as follows;

State Street & Broadway Street
State Street & Hope Street
State Street & Zoe Avenue
State Street & Randolph Street
Gage Avenue & Middleton Street
Gage Avenue and Marconi Street
Santa Fe Avenue & Zoe Avenue
Mountain View Avenue & Saturn Avenue
Florence Avenue & Mission Place
Pacific Boulevard & 58th Street

FISCAL IMPACT/FINANCING

The fiscal impact of this agreement is not to exceed $158,038. Funding for crossing guard services is budgeted in the FY 21-22 adopted budget, General Fund account number 111-7022-421.56-41.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

RICARDO REYES
City Manager

COSME LOZANO
Chief of Police

ATTACHMENTS

A. All City Management Services, Inc. proposed agreement

ATTACHMENT A

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated October 5, 2021 and is between the CITY OF HUNTINGTON PARK (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around October 5, 2021 and ends on June 30, 2026 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks confirm employment eligibility through and E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City's representative in dealing with the Contractor shall be designated by City of Huntington Park.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school

crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.

11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

    a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

    b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

    c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $6,000,000 (Six Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-three Dollars and Eighty Cents **($23.80)** per hour, per Crossing Guard during the term. Based on a minimum of nine (9) sites and upon a projected (7,164) hours of service the cost shall not exceed One Hundred Seventy Thousand, Five Hundred and Three Dollars ($170,503.00) per year, unless Contractor fails to perform service.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.

17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY	**CONTRACTOR**
City of Huntington Park	**All City Management Services, Inc.**
By_____ Signature	By_____ D. Farwell, Corporate Secretary
_____ Print Name and Title	
Date_____	Date_____