

# CITY OF HUNTINGTON PARK

## City Council Meeting Agenda Monday, October 6, 2014

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

**Rosa E. Perez**  
Mayor

**Karina Macias**  
Vice Mayor



**Ofelia Hernandez**  
Council Member

**Mario Gomez**  
Council Member

**Valentin Palos Amezcuita**  
Council Member

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

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

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

## **Public Comment**

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

Prior to the business portion of the agenda, the City Council and all other agencies meeting on such date will convene to receive public comments regarding any agenda items or matters within the jurisdiction of such governing bodies. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or Chairperson will separately call for testimony at the time of each public hearing. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and place it in the box at the podium. When called upon by the Mayor or Mayor's designee, each person addressing the Council shall step up to the microphone and state his/her name or organization he/she represents for the record. Each speaker will be limited to three minutes per Huntington Park Municipal Code 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. 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**

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.

## **Consent Calendar**

All matters listed under the Consent Calendar are considered to be routine and will all be enacted by one motion. The City Council Members have received detailed staff reports on each of the items recommending an action. 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.

## **Important Notice**

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

## **FLAG SALUTE**

## **INVOCATION**

### **ROLL CALL**

Mayor Rosa E. Perez  
Vice Mayor Karina Macias  
Council Member Ofelia Hernandez  
Council Member Valentin Palos Amezcuita  
Council Member Mario Gomez

## **PRESENTATIONS AND ANNOUNCEMENTS**

Presentation by Graffiti Protective Coatings Removal Services

Presentation on the Grand Opening of the Huntington Park Elementary Science Lab

Presentation on Marijuana Dispensaries Recently Shut Down

Grant Opportunities for Irrigation and Water Related Projects (Charles Trevino)

Overview of March 2015 Election Process

Overview of Closed Session Requirements

## **PUBLIC COMMENT (CLOSED SESSION ITEMS ONLY)**

RECESS TO CLOSED SESSION

### **CLOSED SESSION**

1. Pursuant to Government Code Section 54956.9(d)(1) –  
Conference with Legal Counsel to Discuss Existing Litigation  
Case Name: WRD v. City of Huntington Park et al.  
Case Number: LASC Case No. BC512581.
2. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(3):  
Conference with Legal Counsel to Discuss Matter Involving Anticipated  
Litigation/Significant exposure to litigation – [One (1) potential case]
3. Pursuant to Government Code Section 54956.9(d)(4) -  
Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation  
(Deciding Whether to Initiate Litigation): [Two (2) potential matters]

## **CLOSED SESSION (continued)**

4. Pursuant to Government Code Section 54956.9(d)(1) –  
Conference with Legal Counsel to Discuss Existing Litigation  
CASE NAME: David Bernal v. City of Huntington Park  
CASE NUMBER: Los Angeles Superior Court Number VC061938
5. Pursuant to Government Code Section 54957(b)(1) –  
Public Employee Employment  
Name of Positions Under Consideration: Interim City Manager

RECONVENE TO OPEN SESSION

## **CLOSED SESSION ANNOUNCEMENT**

### **PUBLIC COMMENT**

Each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207.

## **CONSENT CALENDAR**

### **OFFICE OF THE CITY CLERK**

Approve the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

#### **1. Approve Minutes of the following City Council meetings:**

- |     |  |
|-----|--|
| 1-1 | Regular Meeting held Monday, June 16, 2014; and    |
| 1-2 | Special Meeting held Wednesday, September 17, 2014 |

### **FINANCE DEPARTMENT**

#### **2. Approve Accounts Payable and Payroll Warrants dated October 6, 2014.**

### **CITY MANAGER**

#### **3. Resolution to Support H.R. 5101 (CA-Hahn) Passing the National Freight Network Trust Fund Act of 2014**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt resolution to support H.R. 5101 (CA-Hahn) passing the National Freight Network Trust Fund Act of 2014

## **COMMUNITY DEVELOPMENT**

- 4. Second reading, adopt Ordinance 932-NS, amending the zoning map designation from high-density residential (RH) to public facilities (PF) for properties located at 3232 Saturn Avenue, commonly known as South Region Elementary School No. 5**
- 5. Second reading, adopt Ordinance 933-NS, amending the zoning map designation from manufacturing planned development (MPD) and open space (OS) to public facilities (PF) for properties located at 6361 Cottage Street, commonly known as South Region High School No. 7.**

## **CITY COUNCIL**

### **6. Resolution in Support of Increased Penalties for Child Sex Trafficking**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt resolution in support of increased penalties for child sex trafficking.

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

## **FINANCE DEPARTMENT**

### **7. Approve Resolution Adopting the Special Fund Budgets for Fiscal Year 2014-2015**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution adopting the Annual Special Fund Budgets Prop A, Prop C, Measure R, AQMD, Gas Tax and HP Grand Prix Expenditures for Fiscal Year 2014-2015

### **8. Approve Resolution Adopting the Annual Water/Wastewater Fund Budgets and Expenditures for Fiscal Year 2014-2015**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution adopting the Annual Water/Wastewater Fund Budgets and Expenditures for Fiscal Year 2014-2015.

## **REGULAR AGENDA (continued)**

### **POLICE**

#### **9. Update on Marijuana Dispensaries**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file.

### **PUBLIC WORKS DEPARTMENT**

#### **10. Approve Agreement for Street Sweeping Services with Nationwide Environmental Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim City Manager to execute the contract with Nationwide Environmental Services

### **CITY MANAGER**

#### **11. Discussion / Action on Cost of Additional Performance Bond for United Pacific Waste (UPW) Contract**

#### **12. Approve Agreement with Parking Company of America to Manage Off Street Parking Lots and Overnight Parking Permit Program for the City of Huntington Park**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve pilot program for City off street parking lots;
2. Authorize the Interim City Manager to execute the agreement with Parking Company of America to implement and manage off street parking lots and overnight parking permit program.

#### **13. Approve Parking Lease Agreement with Parking Company of America to Manage the Parking Structure at 6330 Rugby Avenue (Reference Staff Report Item 12)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve parking lease agreement to manage the parking structure at 6330 Rugby Avenue.

## **REGULAR AGENDA (continued)**

### **CITY MANAGER (continued)**

- 14. Approve Parking Lease Agreement with Parking Company of America to Manage the Parking Structure at 6535 Rugby Avenue** (Reference Staff Report Item 12)

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

1. Approve parking lease agreement to manage the parking structure at 6535 Rugby Avenue.

- 15. Discussion / Action on Alternative Rail Route Options for Eco-Rapid Line**

- 16. Discussion / Action of City Hall Closure during Weeks of Christmas / New Year's**

- 17. Consideration of Ordinance Amending Chapter 11 of Title 5, Amending and Adding Provisions to Chapter 2 of Title 6, Amending Chapter 7 of Title 6, and Adding Chapter 8 to Title 6 of the Huntington Park Municipal Code Relating to Solid Waste**

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

1. Approve the first reading and introduce ordinance amending Chapter 11 of Title 5, amending and adding provisions to Chapter 2 of Title 6, amending Chapter 7 of Title 6, and adding Chapter 8 to Title 6 of the City of Huntington Park's Municipal Code as it relates to solid waste.

## **WRITTEN COMMUNICATIONS**

### **COUNCIL COMMUNICATIONS**

#### **Mayor Rosa E. Perez**

- Discussion / Action on Animal Neutering / Spaying Ordinance

#### **Vice Mayor Karina Macias**

- Discussion / Action on Resolution in support of Ethnic Studies in LAUSD

#### **Council Member Ofelia Hernandez**

- Discussion / Action on the 2<sup>nd</sup> Annual Symposium Breaking the Silence of Domestic Violence and Sexual Assault

#### **Council Member Valentin Palos Amezcuita**

- Discussion / Action on City Signage Regulations

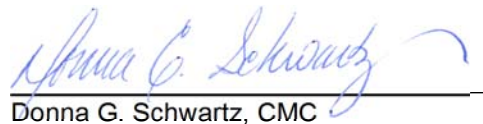
#### **Council Member Mario Gomez**

## **ADJOURNMENT**

In memory of Council Member Michael A. Ybarra, City of Vernon.

NEXT REGULAR MEETING OF THE  
CITY OF HUNTINGTON PARK CITY COUNCIL  
MONDAY, OCTOBER 20, 2014 AT 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) on the 2<sup>nd</sup> of October, 2014.



Donna G. Schwartz, CMC  
Interim City Clerk



**MINUTES**  
**HUNTINGTON PARK CITY COUNCIL**  
**A Special Meeting held in the City Council Chambers**  
**6550 Miles Avenue, Huntington Park, California**  
**Wednesday, September 17, 2014 at 6:00 p.m.**

**CALL TO ORDER**

Mayor Perez called the meeting to order at 6:32 p.m.

**FLAG SALUTE**

The Pledge of Allegiance was led by Council Member Amezquita.

**INVOCATION**

Mayor Perez led the assembly in the invocation.

**ROLL CALL**

Present: Mayor Rosa E. Perez  
Vice Mayor Karina Macias  
Council Member Valentin Palos Amezquita  
Council Member Ofelia Hernandez  
Council Member Mario Gomez

Absent: None

**PRESENTATIONS AND ANNOUNCEMENTS**

Dave Ford, Regional Manager for Southern California Edison, presented a check to the Oldtimers Foundation in the amount of \$5,000 and encouraged local non-profit agencies to apply for available grants from Southern California Edison.

City Attorney Isabel Birrueta made a recommendation to table the following items to the next City Council meeting of October 6, 2014:

- i) Overview of Closed Session Requirements; and
- ii) Closed Session Item No. 3 –  
Pursuant to Government Code Section 54957.6(a) –  
Conference with Labor Negotiator Regarding Represented Employees  
City's Designated Representative(s) for Negotiations: Julio Morales, Interim City Manager  
Employee Organization: General Employees Association

Chief of Police Cisneros presented a \$250 scholarship to Roxanna Villarreal.

Gustavo Hernandez, Recreation Supervisor, displayed a PowerPoint presentation of the Grand Opening Celebration of the Salt Lake Park Soccer Field.

Mr. Daniel Trigueros, Director, and Ms. Alicia Molina, Program Manager, made a brief presentation on the return of Jade Family Services to the community.

Mayor Perez stated that Chief of Police Cisneros would assist Jade Family Services with the request for classroom space.

Council Member Gomez offered the City's support and assistance to Jade Family Services.

**PUBLIC COMMENTS (CLOSED SESSION ITEMS ONLY)**

Mayor Perez opened Public Comment on Closed Session items.

**Public Comment**

Linda Caraballo, addressed the pending appointment of the Interim City Manager and urged Council to appoint a manager with the right credentials to lead the City. Ms. Caraballo stated that City employees deserved a qualified manager to provide good leadership to staff.

Mayor Perez closed Public Comment on Closed Session items.

RECESS TO CLOSED SESSION AT 7:09 P.M.

**CLOSED SESSION**

1. Pursuant to California Government Code Section 54956.9(d)(4) –  
Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation  
(Deciding Whether to Initiate Litigation): [One (1) potential matter]
2. Pursuant to Government Code Section 54957(b)(1) –  
Public Employee Employment  
Name of Position Under Consideration: Interim City Manager
3. Pursuant to Government Code Section 54957.6(a) –  
Conference with Labor Negotiator Regarding Represented Employees City's  
Designated Representative(s) for Negotiations: Julio Morales, Interim City Manager  
Employee Organization: General Employees' Association

RECONVENE TO OPEN SESSION

City Council reconvened at 8:10 p.m. with all Council Members present.

City Attorney Birrueta reported direction was given but no reportable action was taken.

**END OF CLOSED SESSION**

**PUBLIC COMMENTS**

Mayor Perez opened public comment

Francisco Rivera commented on three taxi companies operating in the City and requested Council help him in cleaning the City from taxi stickers littering the community. Mr. Rivera stated that he had a "crushed spirit," and that if he did not see changes, he would go on a hunger strike.

Elizabeth Diaz, representing HP Warriors (youth soccer team) of Reynoso's Hit N' Walk, stated that the grand opening of the Salt Lake Soccer Field on September 6, 2014, was unorganized and that her soccer team was not allowed to play on the new soccer field. Ms. Diaz stated that Mayor Perez informed her that the AYSO program teams had priority over residents in using the soccer field, and that she did not know why Mayor Perez would not include City residents to use the soccer field.

Miguel Vasquez (City resident, 7114 Arbutus Ave., Huntington Park), reported that a marijuana dispensary (shop) at Florence Avenue and Arbutus Avenue had become a nuisance with excessive trash littering as well as transients loitering in the area and people smoking marijuana in parked cars. Mr. Vasquez stated that the marijuana dispensary is one block away from a church and school and asked the City Council for help in moving the business to another location.

Alex Reynoso, City resident, stated that at the soccer field grand opening event, Mayor Perez did not allow six- to twelve-year-olds to play on the soccer field and accused her of being a bully to the children. Mr. Reynoso asked Council Members to remove Ms. Perez from her position as Mayor. Mr. Reynoso gave credit and thanked the Police Department for their service.

Mary Alice Sedillo addressed Mayor Perez and stated that at the El Grito event on September 14, Ms. Perez approached a young man in an intimidating and threatening manner for his association with Mr. Alex Reynoso. Ms. Sedillo stated that Ms. Perez is an ambassador for the City and should respect the citizens of the community.

Felipe Agredano representing Laura Barrera invited Council to a free "Financial Literacy Fair" for residents of the Southeast area to be held in the city of South Gate on October 4, 2014. Mr. Agredano requested that the City of Huntington Park notify its residents of the free fair and hoped to include the City in its advertisement in the newspaper, "La Opinion".

Edgar Gordillo stated that it would be beneficial to add bleachers to provide shading at the new soccer field, and added that the existing soccer field is in need of maintenance. Mr. Gordillo stated that he was disappointed that Mr. Henry Garcia was not invited to the event. Mr. Gordillo thanked Chief Cisneros for the scholarship he presented to the young lady and for his service to the community.

Emily Jenkins, a young City resident, stated that recently she was frightened by a man riding a bicycle in front of her home while she was in her front yard. Ms. Jenkins requested help from the City in keeping her neighborhood safe.

Jessica Maes (grandmother of Emily Jenkins and former Mayor of Huntington Park), City resident, stated that they live on the street where the marijuana dispensary is located. Ms. Maes stated that the establishment has brought excessive trash to the area, dangerous traffic conditions, and unwelcomed "riffraff." Ms. Maes stated that she loved the City of Huntington Park and hoped that Council would work hard to keep the community safe.

Jose Zepeda, City resident, stated that they were afraid of what was happening on his street. Mr. Zepeda stated that he opposed the marijuana dispensary and questioned if it had the proper license and/or permit(s) to operate. Mr. Zepeda requested the City's help in closing down the establishment.

Sandra Orozco, local Southeast area resident, stated that Mayor Perez had not saluted the flag during the Pledge of Allegiance. Mr. Orozco stated that she could not understand why Council had approved the trash hauling contract without further review. Ms. Orozco stated that she agreed with the previous comments regarding the alleged behavior displayed by Mayor Perez toward the young man and that as a City representative, Mayor Perez should respect the community. Ms. Orozco announced that the City of Maywood would be celebrating its 90<sup>th</sup> anniversary on September 27, 2014.

Linda Caraballo stated that she has addressed Council regarding the illegal marijuana shops in the City and that she has been ignored. Ms. Caraballo stated that City residents did not want these businesses operating in the City and asked Council that they declare those establishments a nuisance and that the City close them down through a City ordinance.

Rodolfo Cruz asked if residents had a right to meet with the City Attorney. Mr. Cruz stated that the City was deteriorating and asked Council Members Hernandez and Gomez to step down. Mr. Cruz added that the City has made Nick's (Ioannidis) life "miserable."

Melissa Rosales spoke against the marijuana dispensary previously discussed and asked that the City help in closing down the business.

### **PUBLIC COMMENTS** (continued)

Jonathan Fogoaga, 6800 Pacific Blvd., requested that the Code Enforcement Division and Police Department help to shut down the marijuana dispensary shop.

Nick Ioannidis, local merchant, stated that he felt the City was against him and that after operating his business for 30 years in the City, he had decided to sell his store.

Mayor Perez called for any other public comments and hearing none declared Public Comments closed.

City Attorney Birrueta reported that the City Attorney's Office was working with the City Prosecutor's Office and the Police and Community Development Departments on addressing the enforcement of the current ban on marijuana dispensary establishments which continue to operate.

### **CONSENT CALENDAR**

Council Member Amezquita requested revisions to the minutes as follows:

Noted an error on his vote to item 5 on the Minutes of Monday, August 18, 2014 to reflect a "No" vote (page 7);

Requested to change the wording to item 3 on the Minutes of Tuesday, August, 26, 2014, from "a strong contract" to "a better contract" (page 3).

**Motion** by Council Member Gomez to approve the Consent Calendar with the revisions to the minutes of August 18, and August 26, 2014 as noted, seconded by Council Member Hernandez. Motion carried unanimously.

### **OFFICE OF THE CITY CLERK**

1. Approved Minutes of the following City Council meetings:

- 1-1 Regular meeting held Monday, August 18, 2014
- 1-2 Special meeting held Tuesday, August 26, 2014

2. Approved Resolution No. 2014-30, adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, March 3, 2015; and

Approved Resolution No. 2014-31, for the conduct of a special runoff election for elective offices in the event of a tie vote at any Municipal Election.

### **FINANCE DEPARTMENT**

3. Approve Accounts Payable and Payroll Warrants dated September 15, 2014.

### **CITY MANAGER**

4. **Approve the First Amendment to the Agreement with AIM Consulting Services for Construction Management and Inspection Services; Previously Authorized by Council on July 7, 2014**

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

1. Approve the first amendment to the agreement with AIM Consulting Services for construction management and inspection services; and
2. Authorize the Interim City Manager to execute the agreement.

**2. Approve the Agreement with Evans Brooks Associates for Transportation Planning Support; Previously Authorized by Council on July 7, 2014**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the agreement with Evans Brooks Associates for transportation planning support; and
2. Authorize the Interim City Manager to execute the agreement

**3. Approve the First Amendment to the Agreement with Transtech Engineers, Inc. for City Engineer and Building and Safety Services; Previously Authorized by Council on July 7, 2014**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the first amendment to the agreement with Transtech Engineering, Inc. for city engineering and building & safety services; and
2. Authorize the Interim City Manager to execute the agreement.

**4. Approve the First Amendment to the Agreement with Parking Company of America for the Parking Structure at 7015 Rita Avenue; Previously Authorized by Council on July 21, 2014**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the first amendment to the agreement with Parking Company of America for the parking structure at 7015 Rita Avenue; and
2. Authorize the Interim City Manager to execute the agreement.

**5. Notice of Completion for the Salt Lake Park Artificial Turf Soccer Field Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Find that the requested Changes in Work have no significant effect on the environment and approve changes and revisions to the construction contract in the amount of \$26,246; and
2. Accept the work completed under contract by Asphalt Fabric & Engineering, Inc. (AF&E) and authorize the City Clerk to file a Notice of Completion with the LA County Registrar-Recorder's Office and if no claims are filed authorize the release of retention; and
3. Approve the final project budget

**END OF CONSENT CALENDAR**

**PUBLIC HEARING**

**6. Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2013-2014**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to receive any comments; and

2. Close the public hearing; and
3. Adopt Fiscal Year 2013-2014 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize the Interim City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 26, 2014.

Mayor Perez opened the public hearing and with no one coming forward to speak, declared the public hearing closed.

**Motion** by Council Member Gomez to adopt Fiscal Year 2013-2014 Consolidated Annual Performance and Evaluation Report (CAPER); and authorize the Interim City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 26, 2014, seconded by Council Member Hernandez. Motion carried 5 to 0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez  
NOES: Council Member(s): None  
ABSENT: Council Member(s): None

**PUBLIC HEARING** (continued)

**7. FIRST READING OF ORDINANCE AMENDING THE ZONING MAP AND ADOPTION OF A RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP FOR PROPERTIES LOCATED AT 3232 SATURN AVENUE, COMMONLY KNOWN AS SOUTH REGION ELEMENTARY SCHOOL NO. 5.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing; and
2. Consider all public testimony and staff's analysis; and
3. Approve the First Reading of Ordinance, amending the Zoning Map designation from High-Density Residential (RH) to Public Facilities (PF) for properties located at 3232 Saturn Avenue; and
4. Approve Resolution, amending the General Plan Land Use Map designation from Residential High-Density to Schools for properties located at 3232 Saturn Avenue.

Mayor Perez opened the public hearing and with no one coming forward to speak, declared the public hearing closed.

**Motion** by Council Member Gomez to approve the First Reading of Ordinance, amending the Zoning Map designation from High-Density Residential (RH) to Public Facilities (PF) for properties located at 3232 Saturn Avenue; and approve Resolution, amending the General Plan Land Use Map designation from Residential High-Density to Schools for properties located at 3232 Saturn Avenue, seconded by Council Member Hernandez. Motion carried 5 to 0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez  
NOES: Council Member(s): None  
ABSENT: Council Member(s): None

**8. FIRST READING OF ORDINANCE, AMENDING THE ZONING MAP AND ADOPTION OF A RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP FOR PROPERTIES LOCATED AT 6361 COTTAGE STREET, COMMONLY KNOWN AS SOUTH REGION HIGH SCHOOL NO. 7.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing; and
2. Consider all public testimony and staff's analysis; and
3. Approve the First Reading of Ordinance, amending the Zoning Map designation from Manufacturing Planned Development (MPD) and Open Space (OS) to Public Facilities (PF) for properties located at 6361 Cottage Street; and
4. Approve Resolution, amending the General Plan Land Use Map designation from Industrial/Manufacturing and Open Space to Schools for properties located at 6361 Cottage Street.

Mayor Perez opened the public hearing and with no one coming forward to speak, declared the public hearing closed.

**PUBLIC HEARING** (continued)

**Motion** by Council Member Gomez to approve the First Reading of Ordinance, amending the Zoning Map designation from Manufacturing Planned Development (MPD) and Open Space (OS) to Public Facilities (PF) for properties located at 6361 Cottage Street; and approve Resolution, amending the General Plan Land Use Map designation from Industrial/Manufacturing and Open Space to Schools for properties located at 6361 Cottage Street, seconded by Council Member Hernandez. Motion carried 5 to 0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez  
NOES: Council Member(s): None  
ABSENT: Council Member(s): None

**REGULAR AGENDA**

**COMMUNITY DEVELOPMENT**

**9. RESOLUTION TO AWARD A CONTRACT TO CLEAN UP A BROWNFIELD PROPERTY LOCATED AT 5959-6169 SOUTH ALAMEDA STREET (SOUTHLAND STEEL SITE)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution, authorizing the City to enter into a Project Contract with Innovative Construction Solutions, Inc. to clean up contaminated property located at 5959-6169 South Alameda Street, also known as "Southland Steel" property for an amount of \$870,982, which approval will be contingent upon the Department of Finance approving the recordation of a deed of trust on the property, securing payment of the DTSC loan described in this staff report; and

2. Approve a contingency cost for the project budget in an amount not to exceed 20 percent (\$174,196) of the contract amount, and authorize the City Manager to execute change orders in an amount not to exceed this budget contingency; and
3. Authorize the City Manager to execute the contract.

At the recommendation by Interim City Manager Morales, it was so ordered by Mayor Perez that the proposed resolution to award a contract to clean up a brownfield property located at 5959-6169 South Alameda Street (Southland Steel Site) be moved to the City Council meeting of October 6, 2014.

**10. Approval of an Emergency Loan from the City of Huntington Park to the Successor Agency of the Community Development Commission of the City of Huntington Park to pay an Arbitrage Rebate Liability to the United State Internal Revenue Service to be Placed Under Item Number 27 of the Recognized Obligation Payment Schedule in an amount not to exceed \$3,500,000.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an Emergency Loan from the City of Huntington Park to the Successor Agency of the Community Development Commission of the City of Huntington Park to pay an Arbitrage Rebate Liability to the United State Internal Revenue Service to be Placed Under Item Number 27 of the Recognized Obligation Payment Schedule in an amount not to exceed \$3,500,000.

**REGULAR AGENDA** (continued)

**Motion** by Council Member Gomez to approve an Emergency Loan from the City of Huntington Park to the Successor Agency of the Community Development Commission of the City of Huntington Park to pay an Arbitrage Rebate Liability to the United State Internal Revenue Service to be Placed Under Item Number 27 of the Recognized Obligation Payment Schedule in an amount not to exceed \$3,500,000, seconded by Council Member Hernandez. Motion carried 5 to 0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez  
NOES: Council Member(s): None  
ABSENT: Council Member(s): None

**11. RESOLUTION OF THE CITY COUNCIL TO RECORD A DEED OF TRUST FOR THE PROPERTY LOCATED AT 6538 MILES AVENUE TO BE PLEDGED AS COLLATERAL FOR A \$800,000 LOAN THE CITY RECEIVED FROM THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL TO REMEDIATE THE PROPERTY**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a resolution of the City Council to record a deed of trust for the Police Annex Building located at 6538 Miles Avenue to be pledged as collateral for an \$800,000 loan from the Department of Toxic Substances Control.

**Motion** by Council Member Gomez to approve a resolution of the City Council to record a deed of trust for the Police Annex Building located at 6538 Miles Avenue to be pledged as collateral for an \$800,000 loan from the Department of Toxic Substances Control, seconded by Council Member Hernandez. Motion carried 5 to 0 by the following vote:

ROLL CALL:



AYES: Council Member(s): Amezquita, Hernandez, Gomez, Vice Mayor Macias  
and Mayor Perez  
NOES: Council Member(s): None  
ABSENT: Council Member(s): None

## **FINANCE DEPARTMENT**

### **12. Approval of Various Special Fund Budgets (presentation only)**

Interim City Manager Morales stated that staff would present the resolutions for the adoption of the proposed Special Fund Budgets at a forthcoming Council meeting and requested conceptual approval of the Budgets as recommended.

Acting Director of Finance Annie Ruiz displayed a PowerPoint presentation and reviewed the proposed FY 2014-15 Budgets for Prop A, Prop C, & Measure R, AQMD, Gas Tax, and the HP Gran Prix.

Mr. Morales invited Council Members to the HP Gran Prix event on September 27, 2014.

**Motion** by Council Member Gomez to conceptually approve the proposed Special Fund Budgets as recommended by staff, seconded by Council Member Hernandez. Motion carried 5 to 0 by the following vote:

## **REGULAR AGENDA (continued)**

### **ROLL CALL:**

AYES: Council Member(s): Amezquita, Hernandez, Gomez, Vice Mayor Macias  
and Mayor Perez  
NOES: Council Member(s): None  
ABSENT: Council Member(s): None

(Council Member Hernandez stepped out of the meeting at 9:16 p.m. and returned to her seat at 9:19 p.m.)

### **13. Discussion and/or Action on Funding Christmas Lights in Downtown Huntington Park**

After a brief discussion, Mayor Perez directed staff to discuss the issue with the Huntington Park Chamber of Commerce.

## **PUBLIC WORKS DEPARTMENT**

### **14. Discussion on Overnight Parking in Downtown Huntington Park**

Interim City Manager Morales displayed a PowerPoint presentation and discussed the proposed one-year pilot program for public parking and stated that a formal staff report and proposal from a parking management company would be presented at the next Council meeting of October 6, 2014.

City Attorney Birrueta recommended that staff include the proposal and agreement with the parking management company for Council review.

(Council Member Gomez stepped out of the meeting at 9:37 p.m. and returned to his seat at 9:40 p.m.)

## **CITY MANAGER**

### **15. Discussion on Eco-Rapid Rail Alternative Routes**

Interim City Manager Morales made a brief presentation and stated that discussions and dialogue with Vernon city officials were pending. Mr. Morales stated that staff would be making a video presentation at an upcoming Council meeting.

### **16. Discussion on Community Event by El Salvador Consulate**

Andy Molina, on behalf of Sagrada Familia Church, stated that they would be conducting a services event to provide assistance to the Central American community and requested approval of a fee waiver for the use of the Robert Keller Park for half day in the upcoming weekend.

City Attorney Birrueta stated that the fee waiver had a cap, and recommended that a resolution ratifying the event be brought back to Council for approval. Ms. Birrueta added that it might be necessary to review and “clean up” the fee waiver policy for clarification purposes. After a brief discussion, Mayor Perez directed Parks and Recreation staff to assist the church group with their community event.

## **WRITTEN COMMUNICATIONS**

Communication from Office of Los Angeles County Supervisor Don Knabe requesting that the City adopt a resolution in support of three State legislative bills aimed to crack down on the child sex trafficking industry in Los Angeles County. The resolutions will be presented at the next City Council meeting.

## **COUNCIL COMMUNICATIONS**

Ms. Donna G. Schwartz, Interim City Clerk, introduced herself and City Council Members welcomed her to the City of Huntington Park.

Chief of Police Cisneros reported that Part 1 crimes were down in the City and stated that the Police Department needed community participation in its continued efforts in fighting crime.

Council Member Gomez thanked staff for preparing tonight’s Council meeting and thanked the residents who attended the meeting to speak regarding the marijuana dispensaries.

Council Member Valentin Palos Amezcuita thanked staff and the City Attorney for their work on the marijuana dispensaries issue. Mr. Amezcuita addressed grant funding needs for irrigation projects in the City. Mr. Amezcuita proposed the installation of artificial turf and sprinkler systems at homes that “are not green” and suggested a presentation at the next Council meeting to explain what funds may be available to the community.

Mayor Perez requested that a presentation on grant funding availability and irrigation issues be agendaized for discussion.

Council Member Hernandez reported that the El Grito event was a success.

Vice Mayor Macias presented for discussion a request for use of the City’s logo by a nonprofit agency participating in a Financial Resources Fair on October 4, 2014, in the city of South Gate.

City Attorney Birrueta stated that a Council vote for approval of the City logo was required.

Council unanimously approved the request for use of the City’s logo by a nonprofit agency participating in a Financial Resources Fair on October 4, 2014 in the city of South Gate.

Vice Mayor Macias thanked staff for their work.

Mayor Perez thanked staff for their work at the grand opening of the Salt Lake Park soccer field.

**ADJOURNMENT**

There being no further business to come before the Huntington Park City Council, Mayor Perez adjourned the meeting at 10:25 p.m. in memory of Yolanda Niebla, sister of Veronica Lopez, Planning Commissioner of the City of Huntington Park; and Adrian De La Cruz, uncle of Mayor Perez, to the next regular meeting of Monday, October 6, 2014, at 6:00 p.m.

Respectfully submitted,

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Donna G. Schwartz, Interim City Clerk

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, June 16, 2014.

Following the Invocation, the Pledge of Allegiance to the Flag was led by Amber Rodriguez, 1<sup>st</sup> grade student at Lucille Roybal-Allard Elementary School. The meeting was called to order in the Council Chambers at 6:00 p.m. by Mayor Perez. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Karina Macias, Council Member Ofelia Hernandez, Council Member Mario Gomez, and Mayor Rosa E. Perez; Absent: None.

Mayor Perez and City Council presented a Certificate of Appreciation to Amber Rodriguez for leading the flag salute.

Mayor Perez and City Council announced that Chief of Police Cisneros awarded a \$250 Scholarship to Roxane Villareal, recipient of The Greater Huntington Park Area Chamber of Commerce Youth Scholarship Program.

Theresa Bagues, Co-President of The Greater Huntington Park Area Chamber of Commerce, presented a \$5,000 check to Jackie Ornelas, Chair of the American Cancer Society Southeast Cities Relay for Life. Ms. Ornelas thanked City Council for their support and the Chamber for the donation. Ms. Ornelas invited everyone to attend this year's Relay for Life on June 21, 2014 at Salt Lake Park.

Yesenia Acosta, Esq. with the Law Offices of Scott Warmuth representing Liga Legal, and Regina Bory, displayed a PowerPoint presentation regarding various events and seminars in efforts to build relationships/create success in conjunction with the City and community. Ms. Acosta thanked Mayor Perez, City Council, City Manager Bobadilla, former Mayor Andy Molina, City staff, and everyone who has partnered with Liga Legal. Ms. Acosta informed City Council that the Law Offices of Scott Warmuth is celebrating its first anniversary in the City of Huntington Park.

Mayor Perez announced June 26, 2014 would be City Manager René Bobadilla's last day with the City. Mayor Perez and City Council presented a Certificate of Appreciation to Mr. Bobadilla for his achievements and improvements in the City of Huntington Park.

Mayor Perez, City Council, and City Manager Bobadilla presented a Certificate of Appreciation to Rocio Lopez, Sr. Deputy City Clerk, and wished her well in her new job.

Interim City Attorney Litfin announced City Council will be recessing to a closed session to discuss the following:

### **13. CLOSED SESSION**

13.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (2)

13.2 Pursuant to California Government Code Section 54957.6, CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representative: City Manager

Employee organizations: General Employees' Association, Police Officers' Association, Police Management Association, and Non-Represented Employees.

13.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to California Government Code Subdivision (b) of Section 54956.9: (4)

13.4 Pursuant to California Government Code Section 54957:

### **PUBLIC EMPLOYEE APPOINTMENT**

Title: Interim City Manager

13.5 Pursuant to California Government Code Section 54957:

PUBLIC EMPLOYEE APPOINTMENT  
Title: Interim Finance Director

13.6 Pursuant to California Government Code Section 54957:

PUBLIC EMPLOYEE APPOINTMENT  
Title: Interim City Clerk

At approximately 6:30 p.m. Mayor Perez recessed into closed session.

At approximately 7:26 p.m. Mayor Perez reconvened into open sessions with all Council Members present.

Interim City Attorney Litfin reported one reportable action taken in closed session: Council voted 5-0 to initiate litigation on item 13.1.

## **5. PUBLIC COMMENTS**

Mayor Perez opened public comment.

Andy Molina thanked City Manager Bobadilla for his dedicated contributions to the City. Mr. Molina stated that Mr. Bobadilla was the “perfect fit” for the community and that he would be greatly missed. Mr. Molina wished Mr. Bobadilla success in his professional move. Mr. Molina also thanked Senior Deputy City Clerk Rocio Martinez and wished her well in her move from the City of Huntington Park.

Nick Alexander (Nick Alexander Imports) thanked Mr. Bobadilla for his service to the City. Mr. Alexander asked that Council look to Mr. Julio Morales, Director of Finance, to continue with what Mr. Bobadilla has done in moving the City forward.

A representative of The Greater Huntington Park Area Chamber of Commerce thanked Mr. Bobadilla for the partnership he has created with the business community and wished him well, and added that he looked forward to working with Mr. Julio Morales.

City Manager Bobadilla thanked the Chamber of Commerce for their efforts in improving the businesses in the City and encouraged them to move forward in working for the benefit of the businesses.

Theresa Bagues, Co-President of The Greater Huntington Park Area Chamber of Commerce, invited everyone to attend the State of the City Address which would be held on Thursday, June 19.

Richard Santillan, Sr. Volunteer for Reynoso’s Hit N’ Walk, stated that the organization serves the seniors and youth of the community and asked for the City’s support of the August 16 event and that Council waive the fees associated with the event.

Alfonso Lua, student at Linda Marquez High School and Youth Advisor for Reynoso’s Youth Board, stated that the Youth Board’s focus is mentoring community youth who need academic guidance. Mr. Lua invited Council to participate in their efforts, and requested approval to use Salt Lake Park in their upcoming event.

The president of Reynoso’s Youth Board requested approval to use Salt Lake Park for their 4<sup>th</sup> annual community fair and stated that Council’s approval would allow publicity expansion for community businesses as well as enhance outreach efforts to the struggling youth of the community, as well as promote local businesses and healthy lifestyles.

Daniel Collazo, L.A. Misioneros FC Soccer Academy, stated that Reynoso's Hit N' Walk has given L.A. Misioneros exposure in the community and requested Council's support of Reynoso's Hit N' Walk upcoming event.

Alex Reynoso, Reynoso's Hit N' Walk, thanked Council, City Manager Bobadilla and Deputy City Clerk Martinez for their efforts. Mr. Reynoso especially thanked Council Member Hernandez and Parks and Recreation Director Josette Espinosa for their support in Reynoso's efforts in serving the community. Mr. Reynoso requested Council's support in the use of Salt Lake Park for their upcoming event.

Collin Chambers, Huntington Park resident, expressed concern for the City. Mr. Chambers stated that he had reported to Council, the Chamber of Commerce, and Primestor (City consultant) regarding the excessive merchandise displays on Pacific Boulevard sidewalks. Mr. Chambers thanked Council and the Code Enforcement Division for their efforts in addressing the issue and stated that he hoped their actions would bring a bright future to Pacific Boulevard and improve Huntington Park's reputation as the place to shop. Mr. Chambers suggested that the City form a committee to include the Chamber and City merchants to address the issues affecting local businesses. Mr. Chambers added that signage, parking, and traffic and pedestrian control need to be addressed.

Wally Shidler, Walnut Park resident and former Commissioner of the Historic Preservation Commission, congratulated Council for the improvements on Pacific Boulevard and stated that the City is on the right track to beautifying Pacific Boulevard. Mr. Shidler added that he hoped that the Council and future Council members will set aside their self-interests and join together with one common goal in mind – the betterment of Huntington Park. Mr. Shidler encouraged Council members to work together as a team.

Balle Machuca talked about the parking problem for community residents. Mr. Machuca stated that businesses are here to make money and that residents are here to stay. Mr. Gallo added that residents need help with the parking situation and need to be respected.

Sandra Orozco, community resident, stated that outdoor merchandise was not in compliance with Health Department regulations nor were ADA compliant. Ms. Orozco requested that the Chief of Police address an issue regarding labels being posted on poles, specifically at Slauson and Carmelita Avenues. Ms. Orozco announced that she had been appointed to an advisory committee for the City of Cudahy. Ms. Orozco stated she wanted transparency in the appointment of the City Manager and that RFPs should be issued for the City Manager and Director of Finance positions. Ms. Orozco stated that at the last City Council meeting, Council Member Mario Gomez said something about Council Member Karina Macias which was to be included in the agenda for discussion and asked Council Member Gomez why it had been pulled from the agenda.

Francisco Rivera thanked Council for their efforts in making Pacific Boulevard look nicer. Mr. Rivera stated that in addition to USA Taxi, another taxi service was operating in the City and asked that City officials look into taxi services in the City. Mr. Rivera requested that the City move forward to make Pacific Boulevard and the City look nicer for the benefit of the citizens.

Interim City Attorney Litfin stated that at the last Council meeting the Mayor directed City Attorney's office to facilitate more help to the Chief of Police in pursuing prosecution in the addressed matter.

Curacao store manager, Robert Lima, spoke in support of Council appointing Director of Finance Julio Morales for the City Manager position. Mr. Ruiz stated that Mr. Morales was instrumental in assisting them with additional customer parking and shuttle service for employees during "Black Friday," which resulted in one of the highest grossing Black Fridays in the company's history. Mr. Lima thanked Council for their continued support of the store.

Rodolfo Cruz, City resident, addressed the water run-off situation near Slauson and Miles Avenues, the City's poor financial state, and the "abuse" of money by the City through high property taxes.

Mayor Perez closed public comment.

## **6. CONSENT CALENDAR**

Motion by Council Member Gomez, seconded by Vice Mayor Macias, to approve the Consent Calendar, Motion carried 5 to 0 by the following vote: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

### **OFFICE OF THE CITY CLERK**

**6.1** Approved minutes of the following City Council meetings:

**6.1-1** Regular meeting held Monday, June 2, 2014.

**6.2** Approved the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

### **FINANCE DEPARTMENT**

**6.3** Approved Accounts Payable and Payroll Warrants dated June 16, 2014.

### **COMMUNITY DEVELOPMENT DEPARTMENT**

**6.4 Resolution authorizing the submittal of a grant application for the lead-based paint hazard control grant program**

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

1. Adopted Resolution 2014-19 authorizing the submittal of a grant application for the lead-based paint hazard control grant program offered by the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control; and
2. Authorized the City Manager or his designee to execute the application documents, standard agreement, and all other documents required for the participation of the program.

### **OFFICE OF THE CITY ATTORNEY**

**6.5** Adopted Ordinance No. 929-NS amending Title 2 Chapter 1 Article 2 Section 1.204 of the Huntington Park Municipal Code relating to order of business at City Council meetings.

### **OFFICE OF THE CITY MANAGER**

**6.6 Approval of the extension of the Memorandum of Understanding between the City of Huntington Park and General Employees' Association (GEA)**

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

1. Approved the Extension of the Memorandum of Understanding between the City of Huntington Park and the General Employees' Association.

### **PUBLIC WORKS DEPARTMENT**

**6.7 Cancellation of the Promissory Note executed pursuant to the Purchase and Sale Agreement for a portion of 65<sup>th</sup> Street between Wilson Street and Alameda Street**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approved the cancellation of the Promissory Note between the City of Huntington Park and Leonardo M. Lopez and Iris A. Lopez, Trustees of the Leonardo M. Lopez and Iris A. Lopez Living Trust, dated July 2, 2012, executed pursuant to the Purchase and Sale Agreement for the portion of 65<sup>th</sup> Street between Wilson Street and Alameda Street.

**6.8 Approve Professional Services Agreement with HF&H Consultants, LLC for professional services in support of the development and analysis of a Request for Proposals for Solid Waste Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorized the additional fee for the Professional Services Agreement (PSA) with HF&H Consultants, LLC for professional services in support of the review of proposals for solid waste collection services for an additional not-to-exceed fee of \$41,300.

**PARKS AND RECREATION DEPARTMENT**

**6.9 First Amendment to contract with Unified Nutrimeals for food provider services for City's Youth Nutrition Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approved the first amendment to the contract with Unified Nutrimeals for food provider services for the City of Huntington Park's Youth Nutrition Program.

**6.10 Approve US Soccer Foundation, Inc. Field Enhancement Grant Agreement**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approved the Field Enhancement Grant Agreement with United States Soccer Foundation, Inc. (USSF) for Lighting Grant; and
2. Approved the agreement between the City of Huntington Park and United States Soccer Foundation, Inc.

**END OF CONSENT CALENDAR**

City Manager Bobadilla requested, and Mayor Perez approved, to move Item 10.1 for consideration.

**10. CITY ATTORNEY'S AGENDA**

**10.1 Employment Agreement for the position of Interim City Manager between the City of Huntington Park and Julio Morales**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Employment Agreement with Julio Morales to serve as Interim City Manager.

Interim City Attorney Litfin stated that the terms of the agreement are the same as the terms of the agreement with City Manager Bobadilla, but for minor changes. The proposed agreement with Mr. Morales has a maximum term of



one year with a six-month severance pay, and allowance for Mr. Morales to buy-out up to 120 hours of vacation time.

Mayor Perez asked what would happen if Mr. Morales decided to leave before the contract was over, and Mr. Litfin replied that Mr. Morales could leave at any time upon giving notice and would not get severance pay.

**Motion** by Council Member Gomez to approve the Employment Agreement with Julio Morales to serve as Interim City Manager.

Vice Mayor Macias stated that she had reservations appointing Mr. Morales because he does not have city manager experience and that although it is an interim appointment, the City needs an experienced person for the position. Ms. Macias motioned to nominate Paul Phillips for Interim City Manager. Ms. Macias stated that Mr. Phillips was the former City Manager for the City of West Covina with years of experience.

Council Member Gomez stated that Mr. Morales was a great Finance Director and has already been doing “a lot of City Manager” work. Mr. Gomez stated that he believes in continuity and that he understood that it could be a very short interim period.

**Motion** seconded by Council Member Hernandez to approve the Employment Agreement with Julio Morales to serve as Interim City Manager.

Interim City Attorney Litfin reported that if Mr. Morales is still with the City at the end of the one-year term, he would revert back to the Finance Director position. Mr. Litfin advised that public comments be open on the item prior to taking a vote on the motion.

Council Member Amezcuita stated that he agreed with Vice Mayor Macias that an experienced city manager is necessary, especially because of the challenges the City is facing. Mr. Amezcuita stated that appointing someone without city manager experience would not be prudent.

Mayor Perez opened public comment.

Rodolfo Cruz stated that the City needed an experienced city manager that would help make the City better.

Linda Caraballo came forward and stated that Finance Director Julio Morales does not have the experience needed for the city manager position and recommended that Council look to Contract Cities or Independent Cities to recruit an experienced city manager.

Sandra Orozco asked Council to work in unity and listen to the residents' concerns. Ms. Orozco agreed with the other speakers that Finance Director Julio Morales is not experienced to hold the city manager position. Ms. Orozco stated that Council needs to look elsewhere for an experienced city manager.

Andy Molina spoke in support of the interim appointment of Julio Morales for City Manager.

Balle Machuca stated that the City needs a manager who will support the residents, and Julio Morales is not the person to appoint.

Mayor Perez closed public comment.

Council Member Hernandez reiterated her support for Julio Morales as Interim City Manager.

Mayor Perez stated that Julio Morales is a great leader who would do a great job as a city manager and expressed her support for his appointment to the Interim City Manager position.

The motion to approve the Employment Agreement with Julio Morales to serve as Interim City Manager, carried as follows: Ayes: Council Members Hernandez, Gomez, and Mayor Perez; Noes: Council Member Amezcuita and Vice Mayor Macias; Absent: None.

## **7. HEARING**

### **7.1 Public hearing to consider the adoption of the City of Huntington Park's Fiscal Year 2014-2015 Annual Action Plan**

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

1. Open the public hearing to consider comment.
2. Close the public hearing and include any comments received during the 30-day public review period and during this evening's hearing.
3. Adopt the Fiscal Year 2014-2015 Annual Action Plan.
4. Authorize the City Manager to execute subrecipient agreements with the public service agencies and all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).

Mayor Perez opened the item up for public hearing. There being no comments, Mayor Perez closed the public hearing.

**Motion** by Council Member Amezcuita to adopt the Fiscal Year 2014-2015 Annual Action Plan; and authorize the City Manager to execute subrecipient agreements with the public service agencies and all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD), seconded by Council Member Gomez, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

## **8. REGULAR AGENDA**

### **PARKS AND RECREATION DEPARTMENT**

#### **8.1 Facility Use Fee Waiver Application for "El Grito" Event and Reynoso's Hit N' Walk Community Fair**

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

1. Review Facility Fee Waiver Application for the use of the Salt Lake Park Ball Diamonds for the "El Grito" event.
2. Review Facility Fee Waiver Application for the use of the Salt Lake Park Social Hall for Reynoso's Hit N' Walk 4<sup>th</sup> Annual Community Fair.

Parks and Recreation Director Espinosa introduced Francisco Moreno, cultural activist, who displayed a promotional video of the "El Grito" event.

Mayor Perez expressed her concern that the City is not in the financial position to approve the requested fee waiver. After a discussion, Mayor Perez opened public comments.

Sandra Orozco stated that she agreed with Mayor Perez that the City was not in the financial state to waive fees associated with the event.

Balle Machuca stated that the event affects the community in different ways, such as increased traffic in the area, and threatens the public safety.

**Motion** by Council Member Gomez to continue to a special City Council meeting the consideration of a Facility Fee Waiver Application for the use of the Salt Lake Park Ball Diamonds for the “El Grito” event, seconded by Vice Mayor Macias, carried unanimously.

Mayor Perez opened public comments on the request by Reynoso’s Hit N’ Walk for a facility fee waiver.

Linda Caraballo expressed her support for Mr. Reynoso’s program. Ms. Caraballo stated that City fees are too high and requested that Council conduct a City fee study.

Sandra Orozco agreed that the fees charged for these events are very high.

**Motion** by Council Member Hernandez to approve a Facility Fee Waiver Application for the use of the Salt Lake Park Social Hall for Reynoso’s Hit N’ Walk 4<sup>th</sup> Annual Community Fair, seconded by Vice Mayor Macias, carried unanimously.

## **FINANCE DEPARTMENT**

### **8.2 City of Huntington Park Fiscal Year 2014-2015 Budget**

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

1. Discussion regarding the City’s Fiscal Year 2014-2015 Budget.

Julio Morales, Director of Finance, displayed a PowerPoint presentation of the proposed City’s Fiscal Year 2014-2015 Budget.

### **8.3 Authorization to negotiate termination agreement with Al Perez dba Mag Sweeping, Inc.**

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

1. Authorize the City Manager to negotiate agreement to terminate contract with Al Perez dba Mag Sweeping, Inc.

**Motion** by Vice Mayor Macias to authorize the City Manager to negotiate agreement to terminate contract with Al Perez dba Mag Sweeping, Inc., seconded by Council Member Gomez, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez, and Mayor Perez; Noes: None; Absent: None.

### **8.4 Authorization to enter into a Parking Management Agreement with Parking Company of America for the parking structure located at 7015 Rita Avenue**

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

1. Authorize the City Manager to enter into an agreement with Parking Company of America to operate the parking structure located at 7015 Rita Avenue.

**Motion** by Council Member Gomez to authorize the City Manager to enter into an agreement with Parking Company of America to operate the parking structure located at 7015 Rita Avenue, seconded by Council Member Hernandez, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez, and Mayor Perez; Noes: None; Absent: None.

### **8.5 Designation of vehicles as surplus and authorization to sell via auction**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Designate a proposed list of vehicles as surplus and authorize to sell via auction.

**Motion** by Vice Mayor Macias to designate a proposed list of vehicles as surplus and authorize to sell via auction, seconded by Council Member Gomez, carried unanimously.

**PUBLIC WORKS DEPARTMENT**

**8.6 Approve changes in work for the Salt Lake Park Artificial Turf Soccer Field Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Find that the requested Changes in Work have no significant effect on the environment and approve the changes and revisions to the construction contract amount totaling \$66,991. The contract amount with Asphalt, Fabric & Engineering, Inc. (AF&E) increases from \$386,244.11 to \$453,235.11.
2. Approve the increased cost to FieldTurf for the increased area of synthetic turf. The Purchase Order amount with FieldTurf increases from \$321,171 to \$338,449.
3. Approve the Revised Total Project Budget as presented.

Public Works Director/City Engineer James Enriquez summarized the request for Changes in Work for the subject project.

Motion by Council Member Gomez, seconded by Council Member Hernandez, to find that the requested Changes in Work have no significant effect on the environment and approve the changes and revisions to the construction contract amount totaling \$66,991. The contract amount with Asphalt, Fabric & Engineering, Inc. (AF&E) increases from \$386,244.11 to \$453,235.11; and approve the increased cost to FieldTurf for the increased area of synthetic turf. The Purchase Order amount with FieldTurf increases from \$321,171 to \$338,449, and approve the Revised Total Project Budget as presented. The motion carried unanimously.

**8.7 Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database (NTD) for reporting year 2012**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute the Memorandum of Understanding and all related documentation in order to qualify for the reimbursement from LACMTA.

Motion by Council Member Hernandez to authorize the City Manager to execute the Memorandum of Understanding and all related documentation in order to qualify for the reimbursement from LACMTA, seconded by Council Member Gomez, carried unanimously.

**9. CITY MANAGER'S AGENDA - None**

**11. WRITTEN COMMUNICATIONS - None**

## **12. COUNCIL COMMUNICATIONS**

Parks and Recreation Director Espinosa invited everyone to attend the City's 4<sup>th</sup> of July event at Salt Lake Park; and reported that 130 children are signed up for Summer Camp which would be starting soon.

Director of Finance Morales thanked Public Works staff for their work on the installation of a parklet on Pacific Boulevard, and Mr. Bobadilla for his vision and guidance in the installation of string lighting along Pacific Boulevard.

Mr. Morales requested that Council recess to closed session to discuss an issue in connection with Closed Session item 13.2.

Mayor Perez called for Council Communications before closed session.

Chief of Police Cisneros reported that Part 1 crime rate was 6 percent below from last year, the lowest number since 1978. Chief Cisneros stated that Mexico would be playing Brazil tomorrow in the World Cup games, and wished everyone a safe and enjoyable game. Chief Cisneros added that police presence would be made during the event.

### **12.1 Mayor Rosa E. Perez**

Mayor Perez thanked staff for their efforts in improving Pacific Boulevard and thanked Finance Director Morales for his willingness in continuing to help the City. Ms. Perez invited everyone to participate in the American Cancer Society-Southeast Cities Relay for Life event starting Saturday, June 21, 9:00 a.m. through Sunday, June 22, 9:00 a.m.

### **12.2 Vice Mayor Karina Macias**

Council Member Macias thanked Chief of Police Cisneros for the Police Department Open House.

### **12.3 Council Member Ofelia Hernandez**

Council Member Hernandez stated that the wrong message is being sent to the community with Pacific Boulevard closures and high Police presence. Ms. Hernandez thanked City Manager Bobadilla for his service to the City of Huntington Park and Finance Director Morales for accepting to continue to serve the City.

### **12.4 Council Member Valentin Palos Amezquita**

Council Member Amezquita addressed the upcoming personnel changes and stated that change is an opportunity to make continued improvements. Mr. Amezquita asked if additional holiday lighting would be installed on Pacific Boulevard.

Mayor Perez directed staff to include in the next Council agenda discussion of budgeting for Christmas lighting/decorations.

Council Member Amezquita expressed interest in the development of a volunteer program for community members to serve

Mayor Perez directed staff to research the cost of implementing a volunteer program and bring back to Council for discussion.

### **12.5 Council Member Mario Gomez**

Council Member Gomez stated that he would want police presence on Pacific Boulevard during the World Cup soccer events but not closure of the street. Mr. Gomez stated that closure of Pacific Boulevard would hurt

businesses, and added that any future proposed closures of Pacific Boulevard be agendaized for City Council consideration.

Interim City Attorney Litfin announced City Council will recess to a closed session to discuss the following:

### **13. CLOSED SESSION**

#### **13.2 Pursuant to California Government Code Section 54957.6, CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representative: City Manager

Employee organizations: General Employees' Association, Police Officers' Association, Police Management Association, and Non-Represented Employees.

Following the closed session, Interim City Attorney Litfin reported no reportable action was taken.

### **14. ADJOURNMENT**

At approximately 10:10 p.m. Mayor Perez adjourned the meeting to the next Regular City Council Meeting on Monday, July 7, 2014, at 6:00 p.m.

Respectfully submitted,

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Yesenia Gomez, Acting Jr. Deputy City Clerk

**CITY OF HUNTINGTON PARK**

**Demand Register**

**10/6/2014**

Date: 10/3/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AAA ELECTRICAL SUPPLY INC	106129-00	111-8022-419.43-10	FLRSCNT LMPS/CITY HALL	187.96	N
<b>187.96</b>					
ADMINISTRATIVE SERVICES COOP, INC.	319933	219-0250-431.56-45	FIESTA TAXI AUG 14	72,299.39	N
	319933	219-0250-431.56-45	ADMIN FEES	6,822.24	N
	319933	219-0250-431.56-45	PER TRIP FEE	4,077.00	N
	319933	219-0250-431.56-45	NEW CARDS FEE	165.00	N
	319933	219-0000-340.10-00	CO-PAID PER TRIP	-4,077.00	N
<b>79,286.63</b>					
ADT SECURITY	518556058	111-6022-451.56-41	SLT LK PK COMM CTR	189.03	N
	505358601	111-6022-451.56-41	FREEDOM PARK	212.60	N
<b>401.63</b>					
ADVANCED INC	14819	111-6020-451.56-41	SPCL CLN UP SRVCS	245.00	N
	14820	111-6020-451.56-41	SPCL CLN UP SRVCS	200.00	N
	14812	111-7010-421.56-41	MONTHLY JANITORIAL SRVCS	160.00	N
	14818	111-6020-451.56-41	SPCL CLN UP SRVCS- 7/26	1,200.00	N
<b>1,805.00</b>					
AFSCME COUNCIL 36	PPE 9/14/2014	802-0000-217.60-10	AFSCME DUES	664.20	Y
	PPE 9/28/2014	802-0000-217.60-10	AFSCME DUES	680.40	Y
<b>1,344.60</b>					
AIM CONSULTING SERVICES	HPC-004	212-6010-451.73-10	PROJ MGMT-SLT LK PK FLD	16,560.00	Y
<b>16,560.00</b>					

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ALBERTO SANDOVAL	48802	111-0000-228.20-00	DEP REF SLT LK PK SOC HAL	500.00	N
				<b>500.00</b>	
ALFREDO CUEVAS	A746683	111-0000-228.70-20	PARKING CITATION REFUND	47.50	N
				<b>47.50</b>	
ALL VALLEY HONEY AND BEE	42828	111-7065-441.61-20	ERADICATE BEES	150.00	N
				<b>150.00</b>	
ALVAKA NETWORKS	153137NP	111-7010-421.56-41	ENGINEER TRIP CHARGE	1,803.75	N
	153162SA	111-7010-421.56-41	ONSITE NETWORK SERVICES	900.00	N
	153079SA	111-7010-421.56-41	ONSITE NETWORK SERVICES	1,080.00	N
	153125SA	111-7010-421.56-41	ONSITE NETWORK SERVICES	720.00	N
				<b>4,503.75</b>	
ALVARO LEON SANDOVAL	3161456	111-0000-228.70-20	PARKING CITATION REFUND	47.50	N
				<b>47.50</b>	



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AMERI PRIDE UNIFORM SERVICES INC	1400932518	111-8020-431.16-20	LNDRY SRVCS - PUB WORKS	103.30	N
	1400932518	741-8060-431.61-20	LNDRY SRVCS - PUB WORKS	23.00	N
	1400927270	111-8020-431.16-20	LNDRY SRVCS	99.66	N
	1400927270	741-8060-431.61-20	LNDRY SRVCS	23.00	N
	1400921984	111-8020-431.16-20	LNDRY SRVCS	99.66	N
	1400921984	741-8060-431.61-20	LNDRY SRVCS	23.00	N
				<b>371.62</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 9/14/2014	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
	PPE 9/28/2014	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				<b>213.16</b>	
AMERICAN RENTALS INC	96754	111-6020-451.61-35	CANOPIES / SL LK PK UNVEI	1,983.57	N
				<b>1,983.57</b>	
ANA VILLARREAL	49311	111-0000-347.50-00	CLS REF - KARATE	40.00	N
				<b>40.00</b>	
ANGEL PADILLA	3168489	111-0000-228.70-20	PARKING CITATION REFUND	47.50	N
				<b>47.50</b>	
ARROWHEAD MOUNTAIN SPRING WATER CO.	04I0030225171	111-3010-415.61-20	FIN DPT DRNKG WTR	45.31	N
	04I0001984541	741-8060-431.43-20	PUB WRKS DRNKG WTR	25.45	N
ARROWHEAD MOUNTAIN SPRING WATER CO.	04I0030358998	111-5010-419.61-20	DRINKING WATER	23.94	Y
				<b>94.70</b>	
ASPHALT FABRIC & ENGINEERING,INC.	9831	212-6010-451.73-10	SLT LK PK TURF PROG PMT	68,948.15	N
				<b>68,948.15</b>	

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AT&T	SEP 2014	111-9010-419.53-10	PHONE USAGE	2,648.65	N
	SEP 2014	111-7010-421.53-10	PHONE USAGE	883.37	N
	SEP 2014	219-0250-431.53-10	PHONE USAGE	17.04	N
	SEP 2014	286-8050-432.61-20	PHONE USAGE	200.92	N
	SEP 2014	681-8030-461.53-10	PHONE USAGE	211.99	N
				<b>3,961.97</b>	
AT&T PAYMENT CENTER	SEP 2014	111-9010-419.53-10	PHONE USAGE	486.04	N
	SEP 2014	111-7010-421.53-10	PHONE USAGE	561.19	N
				<b>1,047.23</b>	
ATKINSON, ANDELSON, LOYA, RUUD &	459217	111-0220-411.32-10	AUD-SEP 2014 LGL COUNSEL	133.99	N
				<b>133.99</b>	
BARTEL ASSOCIATES, LLC	147-659	216-0230-413.56-41	OPED EVAL/ACTUARIAL SRVCS	11,700.00	N
				<b>11,700.00</b>	
BEHROUZ GOLSHANI	3165592	111-0000-228.70-20	PARKING CITATION REFUND	47.50	N
				<b>47.50</b>	
BENEFIT ADMINISTRATION CORPORATION	6025610-IN	111-0230-413.56-41	ADMIN FEES AUG 2014	50.00	N
				<b>50.00</b>	
BG PRINTING	25080	111-7022-421.61-24	NOTEPADS	490.50	N
				<b>490.50</b>	
BRIDGET PEREZ	HP-003	111-6010-451.64-00	EMPLOYEE TRNG & MATERIALS	210.00	N
				<b>210.00</b>	

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BUENA PARK HONDA	362602	741-8060-431.43-20	SLIDING DOOR ROLLER REPL	89.73	N
<b>89.73</b>					
CALIF ASSET PORTFOLIO	11495-5222	681-0000-228.70-00	WATER REFUND-ACCT CLOSED	27.85	N
<b>27.85</b>					
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 8/17/2014	802-0000-217.30-10	EMPL CONTR	35,655.43	N
	PPE 8/17/2014	802-0000-218.10-10	MISC CNTRB	23,926.59	N
	PPE 8/17/2014	802-0000-218.10-10	SAFETY CTRB	69,169.98	N
	PPE 8/31/2014	802-0000-217.30-10	EMPL CONTR	35,884.64	N
	PPE 8/31/2014	802-0000-218.10-10	MISC CNTRB	24,274.29	N
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 8/31/2014	802-0000-218.10-10	SAFETY CTRB	69,043.93	N
<b>257,954.86</b>					
CALIFORNIA ASN OF TACTICAL OFFICERS	S. THORESON	111-7045-421.59-10	CATO CONFERENCE 2014	140.00	N
	G.A. PRADO	111-7045-421.59-10	CATO CONFERENCE 2014	140.00	N
	S ABRAHAM	111-7045-421.59-10	CATO CONFERENCE 2014	140.00	N
	C. WASIK	111-7045-421.59-10	CATO CONFERENCE 2014	140.00	N
	E. GUERRERO	111-7045-421.59-10	CATO CONFERENCE 2014	140.00	N
	A. ESCOBAR	111-7045-421.59-10	CATO CONFERENCE 2014	140.00	N
	A. GONZALEZ	111-7045-421.59-10	CATO CONFERENCE 2014	140.00	N
<b>980.00</b>					
CALIFORNIA CONSULTING	396	111-0210-413.56-41	GRANT WRITING SRVCS	4,000.00	Y
<b>4,000.00</b>					
CALIFORNIA MOUNTED OFFICERS	9/5-9/9/2014	111-7010-421.59-20	TRAINING-STALL FEE	170.00	N
<b>170.00</b>					

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CALIFORNIA PEACE OFFICERS' ASSN.		111-7010-421.59-20	TRAINING	190.00	N
<b>190.00</b>					
CALPERS	1530	746-0213-413.52-30	ACTIVE EMPLOYEES	157,878.96	N
	1530	746-0213-413.56-41	ADM. FEES FOR ACTIVE	479.63	N
CALPERS	1530	217-0230-413.28-00	RETIREE	119,137.87	N
	1530	217-0230-413.56-41	ADM. FEES FOR RETIREE	479.63	N
<b>277,976.09</b>					
CANON	14071810	111-3011-419.43-05	SEPT PRINTER MAINT	332.02	N
	14162162	111-3011-419.43-05	OCT PRINTER MAINT	332.02	N
	14071810	681-3022-415.43-05	SEP PRINTER MAINT	332.02	N
	14162162	681-3022-415.43-05	OCT PRINTER MAINT	332.02	N
<b>1,328.08</b>					
CDW GOVERNMENT, INC.	PH41312	111-7030-421.61-20	CSU SUPPLIES	35.95	N
	PH40454	111-7040-421.61-32	COMM CTR SUPPLIES	1,285.02	N
	PH41333	111-7010-421.61-20	ADMIN SUPPLIES	846.54	N
<b>2,167.51</b>					
CENTRAL BASIN MWD	HP-AUG14	681-8030-461.41-00	WTR SRVC & POT WTR CHRGS	3,025.10	N
<b>3,025.10</b>					
CHARTER COMMUNICATIONS	10/1-10/31/2014	111-9010-419.61-20	TV SERVICE	12.59	Y
<b>12.59</b>					
CHRISTINA L. DIXON		681-8030-461.64-00	WRKSHP SUPP REIMB	114.68	Y
<b>114.68</b>					

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CITY OF HUNTINGTON PARK - STANDARD	PPE 9/14/2014	802-0000-217.50-70	ADD LIFE INS	956.29	N
	PPE 9/28/2014	802-0000-217.50-70	ADDL LIFE INS	967.73	N
				<b>1,924.02</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 9/14/2014	802-0000-217.30-30	SECTION 125	411.83	Y
	PPE 9/28/2014	802-0000-217.30-30	SECTION 125	411.83	Y
				<b>823.66</b>	
CITY OF HUNTINGTON PARK GEA	PPE 9/14/2014	802-0000-217.60-10	GEA EMPLOY ASSN DUES	133.15	Y
	PPE 9/28/2014	802-0000-217.60-10	GEA ASSOCIATION DUES	135.45	Y
				<b>268.60</b>	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 9/14/2014	802-0000-217.60-50	LEGAL SHIELD	160.50	N
	PPE 9/28/2014	802-0000-217.60-50	LEGAL SHIELD	160.50	N
				<b>321.00</b>	
CLINICAL LAB OF SAN BERNARDINO, INC	938269	681-8030-461.56-41	WTR SMPLNG FEES AUG 2014	518.50	N
				<b>518.50</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 9/14/2014	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,977.61	Y
	PPE 9/28/2014	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,928.28	Y
				<b>3,905.89</b>	
COMSERCO, INC.	69956	111-7022-421.61-24	RADIO REPAIR	461.07	N
	69960	111-7022-421.61-24	RADIO REPAIR	461.07	N
	70090	741-8060-431.56-41	PW MAINT BILL	140.00	N
	70085	741-8060-431.56-41	PD MAINT BILL	1,002.00	N
	70217	741-8060-431.56-41	LI-ION BATT PW	196.20	N

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COMSERCO, INC.	70335	741-8060-431.56-41	RADIO REPAIRS UNIT 902	461.07	N
				<b>2,721.41</b>	
COUNTY OF LA AUDITOR-CONTROLLER	FY 2014-2015	111-0240-466.64-00	LOC AGEN FORM COMM CHRGS	1,497.74	N
				<b>1,497.74</b>	
CUSTOM WOODWORKING DISPLAYS	2466	111-8022-419.43-10	COUNTERTOP-HR OFFICE	350.00	N
				<b>350.00</b>	
D&R OFFICE WORKS, INC.	7140	223-9010-419.74-10	FURNITURE/EQUIP-COUN CHAM	3,422.60	Y
				<b>3,422.60</b>	
DAILY JOURNAL CORPORATION	B2616022	111-1010-411.31-10	ITEM PUB - MVNG GEN ELECT	436.80	N
	B2649249	111-1010-411.31-10	ITEM PUB-RPL ORD GEN ELEC	180.60	N
	B2649298	111-0120-413.54-00	ITEM PUB-ALCOHOL BEV SALE	210.00	N
	B2659717	239-5060-463.54-00	ITEM PUB-ANL PERF & EVAL	197.40	N
	B2619610	111-0120-413.54-00	ITEM PUB-PC CA 2014-01	277.20	N
DAILY JOURNAL CORPORATION	B2652219	111-0120-413.54-00	ITEM PUB-PC CA 2014-04	277.20	N
				<b>1,579.20</b>	
DAPEER, ROSENBLIT & LITVAK	8988	111-0220-411.32-20	POLICE DEPARTMENT MATTERS	15,997.53	N
	9009	111-0220-411.32-20	POLICE DEPARTMENT MATTERS	2,136.27	N
	8989	239-7055-424.32-50	CODE ENFORCEMENT MATTERS	1,357.59	N
	9010	111-0220-411.32-20	SPECIAL LEGAL SERVICES	1,100.47	N
DAPEER, ROSENBLIT & LITVAK	9008	111-0220-411.32-20	SPECIAL LEGAL SERVICES	1,330.00	N
				<b>21,921.86</b>	
DAPPER TIRE CO.	40877161	741-8060-431.43-20	TIRE - UNIT 959	440.04	N
				<b>440.04</b>	

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DATAPROSE, INC.	DP1402309	681-3022-415.53-20	WTR BLLNG POSTAGE	1,573.60	N
	DP1402309	681-3022-415.56-41	WATER BILLING	1,141.79	N
				<b>2,715.39</b>	
DAVE BANG ASSOCIATES, INC.	38610	535-6090-452.61-20	REPL KIDS SLIDE	1,680.70	N
				<b>1,680.70</b>	
DE LAGE LANDEN	42739475	111-9010-419.61-20	CLERK COPIER LEASE	1,414.82	N
	42743637	111-7010-421.44-10	PD COPIER LEASE	685.56	N
	42002657	111-9010-419.61-20	DOCUMENT FEE	75.00	N

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DE LAGE LANDEN	42002657	111-9010-419.61-20	COPIER LEASE AUG 2014	1,414.82	Y
	42333713	111-9010-419.61-20	COPIER LEASE SEP 2014	1,414.82	Y
				<b>5,005.02</b>	
DELTA DENTAL	BE000928833	746-0214-413.52-70	BENEFITS OCT 2014	8,383.51	N
	BE000926902	746-0214-413.52-70	PMI BENEFITS OCT 2014	3,699.00	N
	BE000893489	746-0214-413.52-70	DENTAL BENEFITS SEP 2014	7,686.66	N
				<b>19,769.17</b>	
DELTA DENTAL INSURANCE COMPANY	BE000891593	746-0214-413.52-70	PMI DENTAL CARE SEP 2014	3,650.77	N
				<b>3,650.77</b>	
DESI ALVAREZ	SEP 2014	681-8030-461.56-41	CONSULTING WATER/WASTEWTR	8,295.00	N
	SEP 2014	283-8040-432.56-41	CONSULTING WATER/WASTEWTR	2,765.00	N
				<b>11,060.00</b>	
DIANE VAZQUEZ	9/25/2014	111-7010-421.59-30	MILEAGE REIMB	46.00	N
				<b>46.00</b>	
DISCOUNT RAMPS.COM, LLC	20029	222-4010-431.73-10	PEDESTRIAN CABLE COVERS	1,379.70	N
				<b>1,379.70</b>	
DONALD H. MAYNOR	DHM6601	111-3013-415.56-41	UUT-LEGAL SERVICES	1,599.41	N
				<b>1,599.41</b>	



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DONNA G. SCHWARTZ	100	111-1010-411.56-41	CITY CLRK CNSLTNG SRVCS	1,920.00	Y
	101	111-1010-411.56-41	CITY CLRK CNSLTNG SRVCS	1,980.00	Y
				<b>3,900.00</b>	
DUNCAN PARKING TECHNOLOGIES	DPT019514	231-7060-421.61-20	AUTOTRAX LIBERTY	391.00	N
				<b>391.00</b>	
DUNCAN PRINTING CO	12892	111-1010-411.61-25	HOLIDAY CLSNG SGN 2015-16	78.48	N
				<b>78.48</b>	
ENTERPRISE FM TRUST	FBN2630051	229-7010-421.74-10	MONTHLY LEASE CHARGES	785.35	N
				<b>785.35</b>	
ENVIRO COMMUNICATIONS, INC.	HP-10-14	222-4010-431.56-41	MNTLY RETAINER/FED TRACK	7,000.00	Y
	HP-10-14	221-8014-429.56-41	MNTLY RETAINER/FED TRACK	1,000.00	Y
	HP-10-14	111-4010-431.56-62	MNTLY RETAINER/FED TRACK	41.23	Y
				<b>8,041.23</b>	
ENVIRONMENTAL SERVICES COMPANY	2014-130	741-8060-431.43-20	PW CLARIFIERS CLND BY LAW	1,677.50	N
				<b>1,677.50</b>	
ESTELA RAMIREZ	49199	111-6060-466.33-20	CLS INSTR-DROP IN AEROBCS	60.20	N
				<b>60.20</b>	
ETHAN SANTOYO	3164091	111-0000-228.70-20	PARKING CITATION REFUND	87.50	N
				<b>87.50</b>	

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EXPERT ROOTER	89413	111-8022-419.43-10	PIPE RPR-CITY HALL	795.00	N
	89491	111-7020-421.43-10	PIPE RPR-PD	1,455.74	N
	89492	111-7020-421.43-10	PIPE RPR-BASEMENT PD	610.04	N
				<b>2,860.78</b>	
EXPRESS PIPE & SUPPLY CO., LLC	S5284653.001	111-6022-451.43-10	SHOWER PARTS	597.08	N
	S5178763.001	111-6022-451.43-10	TOILET PARTS	328.79	N
				<b>925.87</b>	
F&A FEDERAL CREDIT UNION	PPE 9/14/2014	802-0000-217.60-40	F&A CREDIT UNION	19,075.68	N
	PPE 9/28/2014	802-0000-217.60-40	F&A CREDIT UNION	19,575.68	N
				<b>38,651.36</b>	
FACTORY MOTOR PARTS CO.	12-1782058	741-8060-431.43-20	FUEL PUMP - UNIT 884	369.05	N
	12-1785926	741-8060-431.43-20	INTAKE MANIFOLD-UNIT 910	224.79	N
	12-1782952	741-8060-431.43-20	BATTERIES	715.18	N
				<b>1,309.02</b>	
FEDEX	2-780-01769	111-3010-415.61-20	DOCUMENT SHIPPING	48.45	N
				<b>48.45</b>	
FRANCISCO MORENO	49156	111-0000-228.20-00	DEP REF SLT LK PK BSBL FL	2,500.00	N
				<b>2,500.00</b>	
GALLS	BC0099632	111-7022-421.61-24	UNIFORM	1,752.41	N
	BC0094278	233-7010-421.74-10	UNIFORM	377.96	N
	BC0094278	239-7055-424.61-20	UNIFORM	377.96	N
	BC0097390	111-7010-421.61-20	UNIFORM	473.99	N
				<b>2,982.32</b>	

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GARDA CL WEST, INC.	MULTIPLE	111-3010-415.33-10	BANK COURIER SRVCS	511.70	Y
	MULTIPLE	681-3022-415.33-10	BANK COURIER SRVCS	511.70	Y
	MULTIPLE	231-3024-415.33-10	BANK COURIER SRVCS	1,046.75	Y
				2,070.15	
GG-ONE SOFTWARE INC	891	111-1010-411.56-41	SOFTWARE SPPT	550.00	N
				550.00	
GLADYS ENRIQUEZ	49241	111-0000-347.50-00	CLS REF - BELLY DANCING	30.00	N
				30.00	
GOVERNMENT FINANCE OFFICERS ASSN.	0152005	111-3010-415.64-00	ASSOCIATION DUES	595.00	N
				595.00	
GUSTAVO HERNANDEZ	546043	111-6020-451.61-35	EVENT FOOD REIMB	58.50	N
		111-0000-399.77-05	LUCHADOR ENT/PROMO BIKE	150.00	Y
				208.50	
HDL COREN & CONE	0020825-IN	111-9010-419.56-41	AUDIT SRVCS PROP TX 13-14	1,783.68	N
				1,783.68	
HEAFIELD'S GAGE AVE FLORIST	5572	111-6020-451.61-35	EVENT FLOWERS SOCCER FLD	200.10	N
				200.10	
HERNANDEZ SIGNS, INC.	13860	111-6020-451.61-35	SOCCER FLD SIGNS	436.00	N
				436.00	

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HF&H CONSULTANTS, LLC	9712569	112-8026-431.32-70	WASTE FRANCHISE RFP	8,435.25	N
	9712769	112-8026-431.32-70	WASTE FRANCHISE RFP	42,216.97	N
	9712806	112-8026-431.32-70	WASTE FRANCHISE RFP	13,507.61	N
				<b>64,159.83</b>	
HOME DEPOT - PUBLIC WORKS	08/28/14	111-6022-451.43-10	BLDG MATERIALS/SUPPLIES	230.45	Y
	08/28/14	111-7020-421.43-10	BLDG MATERIALS/SUPPLIES	801.19	Y
	08/28/14	111-8010-431.61-20	BLDG MATERIALS/SUPPLIES	60.33	Y
	08/28/14	111-8020-431.43-10	BLDG MATERIALS/SUPPLIES	180.41	Y
	08/28/14	111-8022-419.43-10	BLDG MATERIALS/SUPPLIES	1,078.87	Y
	08/28/14	535-6090-452.61-20	BLDG MATERIALS/SUPPLIES	228.32	Y

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HOME DEPOT - PUBLIC WORKS	08/28/14	535-8016-431.61-45	BLDG MATERIALS/SUPPLIES	44.49	Y
	08/28/14	741-8060-431.43-20	BLDG MATERIALS/SUPPLIES	28.97	Y
	08/28/14	222-5030-431.70-01	BLDG MATERIALS/SUPPLIES	62.12	Y
	08/28/14	741-8060-431.43-20	BLDG MATERIALS/SUPPLIES	32.20	Y
	08/28/14	535-6090-452.61-20	BLDG MATERIALS/SUPPLIES	72.33	Y
	08/28/14	535-8016-431.61-45	BLDG MATERIALS/SUPPLIES	32.44	Y
	08/28/14	221-8014-429.61-20	BLDG MATERIALS/SUPPLIES	64.50	Y
	08/28/14	111-6022-451.43-10	BLDG MATERIALS/SUPPLIES	233.27	Y
	08/28/14	111-7020-421.43-10	BLDG MATERIALS/SUPPLIES	6.51	Y
	08/28/14	111-8010-431.61-20	BLDG MATERIALS/SUPPLIES	21.74	Y
				<b>3,178.14</b>	
HONEYWELL INTERNATIONAL INC.	5230248442	111-6022-451.56-41	SRVC AGREE OCT-DEC 2014	6,342.42	N
	5230248442	111-7020-421.56-41	SRVC AGREE OCT-DEC 2014	6,342.42	N
	5230248442	111-8022-419.56-41	SRVC AGREE OCT-DEC 2014	6,342.41	N
				<b>19,027.25</b>	
HOVIG GARABEDIAN	HP-S0023	111-6040-451.61-35	FORFEIT FEE	30.00	N
				<b>30.00</b>	
HSI HWA CHIEN		111-4010-431.56-62	ENGINEERING SRVCS-PARKLET	300.00	Y
				<b>300.00</b>	
HUNTINGTON PARK DOG & CAT HOSPITAL	0658	111-7065-441.56-41	VET SERVICES	50.00	N
				<b>50.00</b>	

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HUNTINGTON PARK POLICE MGMT ASSN.	PPE 9/14/2014	802-0000-217.60-10	POLICE MANAGEMENT DUES	65.00	Y
	PPE 9/28/2014	802-0000-217.60-10	POLICE MANAGEMENT DUES	65.00	Y
				<b>130.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 9/14/2014	802-0000-217.60-10	POLICE OFFICER ASSOC DUES	4,493.27	Y
	PPE 9/28/2014	802-0000-217.60-10	POLICE POFFICE ASSOC DUES	4,441.90	Y
				<b>8,935.17</b>	
HYDRO TEK SYSTEMS INC.	0179199-IN	741-8060-431.43-20	REPAIR PARTS	82.30	N
				<b>82.30</b>	
IMPACT TIRE SERVICE	4263	741-8060-431.43-20	R&R TIRE UNIT PD BUS #38	195.00	N
	4248	741-8060-431.43-20	ALL WHL ALIGN #959	225.26	N
				<b>420.26</b>	
INDEPENDENT CITIES ASSOCIATION	9/26/2014	111-0110-411.58-13	ICA BOARD DINNER	40.00	Y
				<b>40.00</b>	
INTERNAL REVENUE SERVICE		111-3010-415.61-20	PENALTY PAYMENT 6/30/2014	558.27	Y
				<b>558.27</b>	
J & J SMOG CHECK	6096	741-8060-431.43-20	SMOG CHECK UNIT 954	33.00	N
	6099	741-8060-431.43-20	SMOG CHECK UNIT 901	33.00	N
				<b>66.00</b>	
JANO BEDERIAN	HP-S0024	111-6040-451.61-35	GAME FORFEIT FEE	30.00	N
				<b>30.00</b>	

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JCL TRAFFIC	16525	111-6020-451.61-35	SOCCR FLD GRND OPN SIGNS	140.74	N
				<b>140.74</b>	
JENNIFER MORENO	49244	111-0000-347.50-00	REF - HSHLD CREDIT	30.00	N
				<b>30.00</b>	
JOHN CASTRO	9/25/2014	111-7010-421.59-30	MILEAGE REIMB	46.00	N
				<b>46.00</b>	
JORGE CISNEROS	0911	111-7010-421.64-00	MEETING FEE	17.00	N
				<b>17.00</b>	
JOSE ENRESTO CALVILLO	3164924	111-0000-228.70-20	PARKING CITATION REFUND	47.50	N
				<b>47.50</b>	
JOSE ERNESTO CALVILLO	MR Refund	111-0000-228.70-20	3164924	47.50	N
				<b>47.50</b>	
JOVANY J. FLORES	3163373	111-0000-228.70-20	PARKING CITATION REFUND	77.50	N
				<b>77.50</b>	
JUAN CONTRERAS	48668	111-0000-347.25-00	REF CO-ED SFTBLL	350.00	N
	48668	111-0000-228.20-00	REF CO-ED SFTBLL	26.00	N
				<b>376.00</b>	
KAREN K. TRUONG	1382-0001	111-7010-421.59-10	MILEAGE REIMB	152.00	N
				<b>152.00</b>	

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LA COUNTY SHERIFF'S DEPT	150594SST	111-7022-421.56-41	FOOD SERVICES	1,161.80	N
				<b>1,161.80</b>	
LAKESHORE LEARNING MATERIALS	022392	111-6020-451.61-35	TNY TOT PROG SUPPLIES	288.81	N
				<b>288.81</b>	
LAN WAN ENTERPRISE, INC	50853	111-9010-419.56-64	IT SRVCS MAINT CTRCT	7,000.00	N
	50992	111-9010-419.56-64	LBR HPCA.GOV TRANS	2,880.00	N
	50947	111-0230-413.61-20	FUSER FOR PRINTER	253.37	N
	50942	111-9010-419.74-10	UPS CTY HALL PH SYS	432.57	N
	50941	111-9010-419.74-10	HDMI CBL COUNCIL CONF RM	58.72	N
				<b>10,624.66</b>	
LAW OFFICES OF JONES & MAYER	68839	111-0220-411.32-20	AGU 2014 LGL SRVCS	100.96	N
				<b>100.96</b>	
LAZARO H RAMOS	16391-3278	681-0000-228.70-00	WATER CREDIT BAL REFUND	435.20	N
				<b>435.20</b>	
LB JOHNSON HARDWARE CO #1	667857	741-8060-431.43-20	FAN	32.69	N
				<b>32.69</b>	
LEGAL SHIELD	SEP 2014	802-0000-217.60-50	ID THEFT PROTECT PLN	347.70	N
	AUG 2014	802-0000-217.60-50	MNTHLY ID PROTECT	347.70	N
				<b>695.40</b>	
LETICIA FREGOSO	3163353	111-0000-228.70-20	PARKING CITATION REFUND	47.50	N
				<b>47.50</b>	



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LILIANA GARCIA	917	111-7010-421.61-20	NOTARY EXAM FEE	98.00	N
				<b>98.00</b>	
LINGO INDUSTRIAL ELECTRONICS	32135	221-8014-429.61-20	TRAF SIG PED HEADS	1,907.50	N
				<b>1,907.50</b>	
LOGAN SUPPLY COMPANY, INC.	82180	535-6090-452.61-20	MULTIPURP LOCKS	137.34	N
				<b>137.34</b>	
LORRAINE MENDEZ & ASSOCIATES, LLC	0134	239-5060-463.56-41	CDBG & HOME ADMIN SRVCS	6,567.00	N
	0134	242-5098-463.56-41	CDBG & HOME ADMIN SRVCS	2,095.04	N
	0133	239-5060-463.56-41	CDBG & HOME ADMIN SRVCS	2,800.00	N
	0133	242-5098-463.56-41	CDBG & HOME ADMIN SRVCS	700.00	N
				<b>12,162.04</b>	

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LUCKY TOURS CHARTER INC	044	219-0250-431.57-70	TRANSPORTATION SERVICES	700.00	N
				<b>700.00</b>	
MAG SWEEPING, INC.	SEPT 2014	111-8010-431.56-41	STREET SWEEPING SRVCS	58,996.88	N
	SEPT 2014	220-8070-431.56-41	STREET SWEEPING SRVCS	4,203.33	N
	SEPT 2014	220-8010-431.56-41	STREET SWEEPING SRVCS	2,333.33	N
	SEPT 2014	231-3024-415.56-41	STREET SWEEPING SRVCS	8,333.33	N
				<b>73,866.87</b>	
MANAGED HEALTH NETWORK	10/1-10/31/14	746-0213-413.52-30	MNGD HLTH NTWK PREM	1,456.56	N
	9/1-9/30/14	746-0213-413.52-30	MNGD HLTH NTWK PREM	1,466.08	N
				<b>2,922.64</b>	
MANUEL ACOSTA	9/4/2014	111-0210-413.64-00	CONF EXPENSE REIMB	290.00	N
				<b>290.00</b>	
MAYRA LARA	3156825	111-0000-228.70-20	PARKING CITATION REFUND	10.00	N
				<b>10.00</b>	
MAZYCK ADVISORS LLC	8/10-9/11-2014	111-3013-415.56-41	CNSLTNG SRVCS-GEN FUND	9,950.00	Y
	8/10-9/11-2014	111-3013-415.56-41	CNSLTNG SRVCS-SUCC AGEN	2,600.00	Y
				<b>12,550.00</b>	
MCMASTER-CARR SUPPLY CO.	98294646	111-7020-421.43-10	LOCKS	50.34	N
				<b>50.34</b>	

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MICHAEL CHEE	017	111-0210-413.56-41	PIO SUPPORT JULY 2014	1,600.00	Y
	017	111-0210-413.56-41	MILEAGE TO CITY HALL	40.32	Y
	017	111-0210-413.56-41	PENSION TAX CONF CALL	224.70	Y
	017	111-9010-419.61-20	FALL 2014 NEWSLETTER	2,392.00	Y
	017	287-8055-432.54-00	FALL 2014 NEWSLETTER	1,196.00	Y
	017	287-8057-432.54-00	FALL 2014 NEWSLETTER	1,196.00	Y
				<b>6,649.02</b>	
MICHAEL PIERSON	447375	741-8060-431.62-30	PROPANE/SIGN UNVEIL	32.63	N
				<b>32.63</b>	
MR. HOSE INC.	80907	741-8060-431.43-20	REAPIR PARTS	85.13	N
				<b>85.13</b>	
MUNIMETRIX SYSTEM CORP	1410015	111-1010-411.56-41	SOFTWARE SPPT	499.00	N
				<b>499.00</b>	
MUNISERVICES, LLC	34842	111-3013-415.56-41	UUT FIXED FEE	4,798.22	N
				<b>4,798.22</b>	
NANCY DOLORES ROJO	3163082	111-0000-228.70-20	PARKING CITATION REFUND	57.50	N
				<b>57.50</b>	
NAPA PARTS WHOLESALE	093183	741-8060-431.43-20	IMPACT SOCKET	33.08	N
	093184	741-8060-431.43-20	IMPACT SOCKET	24.05	N
				<b>57.13</b>	

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NATION WIDE RETIREMENT SOLUTIONS	PPE 9/14/2014	802-0000-217.40-10	DEFERRED COMP	20,318.08	N
	PPE 9/28/2014	802-0000-217.40-10	DEFERRED COMP	20,318.08	N
				<b>40,636.16</b>	
NIGHTFORCE OPTICS INC	148721	111-7045-421.61-20	RIFLE SCOPE	1,671.00	N
				<b>1,671.00</b>	
NINYO & MOORE	182654	212-6010-451.73-10	GEOTECH TST SLT LK PK	390.50	N
				<b>390.50</b>	
NORWALK SUPERIOR COURT	DEC 2013	111-3010-415.56-10	PRKG CIT SRCHRG DEC 2013	13,750.00	N
	DEC 2013	111-3010-415.56-10	HNDGP CIT SRCHRG DEC 2013	210.00	N
	JAN 2014	111-3010-415.56-10	HNDGP CIT SRCHRG JAN 2014	210.00	N
	JAN 2014	111-3010-415.56-10	PRKGP CIT SRCHRG JAN 2014	17,825.00	N
				<b>31,995.00</b>	
O'REILLY AUTO PARTS	2959-271249	741-8060-431.43-20	PCV PARTS #882	10.81	N
	2959-271504	741-8060-431.43-20	WHEEL LUG NUTS #956	28.67	N
	2959-271565	741-8060-431.43-20	INJECTOR SEALS #882	31.90	N
	2959-271526	741-8060-431.43-20	WHEEL LUG NUTS #956	28.67	N
	2959-271702	741-8060-431.43-20	CABIN AIR FILTER #956	11.63	N
	2959-273448	741-8060-431.43-20	DISC PAD SET #144	54.64	N
	2959-273872	741-8060-431.43-20	18 QT MOTOR OIL-SHOP	180.31	N
	2959-274200	741-8060-431.43-20	12 QT SYN MTR OIL-SHOP	120.21	N
	2959-275901	741-8060-431.43-20	WATER PUMP #884	51.76	N
	2959-276572	741-8060-431.43-20	A/F SENSOR #197	162.56	N

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O'REILLY AUTO PARTS	2959-276666	741-8060-431.43-20	BATTERY #189	108.97	N
	2959-278196	741-8060-431.43-20	BRAKE ROTORS #904	107.91	N
	2959-278386	741-8060-431.43-20	HOOD SUPPORT #902	37.45	N
	2959-271070	741-8060-431.43-20	BLOWER MOTOR	42.34	N
				<b>977.83</b>	
OPPORTUNITIES FOR LEARNING	9683	111-0000-321.10-00	OL REFUNDS	896.50	N
				<b>896.50</b>	
ORANGE LINE DEVELOPMENT AUTHORITY	2014-2015	222-4010-431.56-63	ECO-RAPID TRAN ANL MBRSH	16,443.00	N
				<b>16,443.00</b>	
PARKEV KRMOIAN		111-4010-431.56-62	ENGINEERING SRVCS-PARKLET	2,450.00	Y
				<b>2,450.00</b>	
PARS	29716	111-9010-419.56-41	TRUST ADMIN PARS ARS FEES	396.96	N
	29586	217-0230-413.56-41	TRUST ADMIN PARS ARS FEES	2,121.80	N
				<b>2,518.76</b>	
PARTY ON RENTALS	12561	111-6020-451.61-35	REPLACEMENT COST	20.00	N
				<b>20.00</b>	
PITNEY BOWES	2861342-AU14	111-7040-421.56-41	MAILING SUPPLIES	891.00	N
	8318107-SP14	111-9010-419.44-10	MAILING SUPPLIES	1,273.37	N
				<b>2,164.37</b>	

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PITNEY BOWES INC.	744418	111-9010-419.44-10	MAILING SUPPLIES	627.16	N
				<b>627.16</b>	
PORTO VILLAGE PIZZA	1431	111-7022-421.61-29	DUI CHECKPOINT FOOD	190.00	N
				<b>190.00</b>	
PRIMESTOR DEVELOPMENT, INC.	1776R	222-4010-431.56-41	DWNTWN REVIT PLAN	57,499.69	N
	1801	222-4010-431.56-41	DWNTWN REVIT PLAN	61,341.75	N
				<b>118,841.44</b>	
PRUDENTIAL OVERALL SUPPLY	50641165	111-7010-421.61-20	MAT CLEANING SERVICES	16.85	N
	50641162	111-6010-451.56-41	MAT CLEANING SERVICES	38.83	N
	50641163	111-6010-451.56-41	MAT CLEANING SERVICES	71.59	N
	50641164	111-8022-419.43-10	MAT CLEANING SERVICES	27.03	N
	50646321	111-6010-451.56-41	MAT CLEANING SERVICES	74.97	N
	50646320	111-6010-451.56-41	MAT CLEANING SERVICES	38.83	N
	50630609	111-8022-419.43-10	MAT CLEANING SERVICES	27.03	N
	50635888	111-8022-419.43-10	MAT CLEANING SERVICES	27.03	N
				<b>322.16</b>	
RAFAEL GOMEZ	44851	111-0000-228.20-00	DEP REF SLT LK PK GYM	400.00	N
				<b>400.00</b>	
REYNALDO DE LA TORRE	7232014	111-6030-451.61-35	REF SRVCS-GRLS BSKTBLL	88.00	Y
				<b>88.00</b>	

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RICE /ENGLANDER & ASSOCIATES	136	216-0230-413.32-70	LEGISLATIVE CONSULTING	3,500.00	Y
				<b>3,500.00</b>	
RICK CUIEL	917	111-7030-421.61-20	REIMB DOG FOOD	54.47	N
				<b>54.47</b>	
RICOH USA, INC.	5031536881	111-9010-419.61-20	ADDL COLOR COPIES	500.04	N
	5032252345	111-9010-419.61-20	ADDL COLOR COPIES	631.70	N
	5032500589	111-6010-451.56-41	COPIER LEASE JUN-SEP 2014	534.35	N
				<b>1,666.09</b>	
RIO HONDO COLLEGE		111-7010-421.59-20	TRAINING	30.00	N
				<b>30.00</b>	
ROBERT MOLINA	HP-S0025	111-6040-451.61-35	FORFEIT FEE	26.00	N
				<b>26.00</b>	
RONALD R. BATES	1	222-4010-431.56-41	PROF. SRVCS RENDERED	3,175.00	N
				<b>3,175.00</b>	
RONALD S. DAVIS	9/5-9/9/14	111-7010-421.59-20	TRAINING REIMB	390.00	N
				<b>390.00</b>	
RUTAN & TUCKER, LLP	698780	111-0220-411.32-70	AUG 14 GEN LGL SRVCS	4,315.92	N
	698781	681-8030-461.32-70	AUG 14 WTR LGL LGL SRVCS	800.00	N
	698783	681-8030-461.32-70	AUG 14 STORM WTR REG	60.00	N

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RUTAN & TUCKER, LLP	698789	681-8030-461.32-70	AUG 14 ZOE AVE SINKHOLE	360.00	N
	698782	681-8030-461.32-70	AUG 14 WRD LGL SRVCS	440.00	N
	698788	216-0230-413.32-70	AUG 14 CNTY PROP TAX LIT	1,140.00	N
	698784	112-8026-431.32-70	AUG 14 LGL SRVCS RFP	30,187.93	N
	682999	112-8026-431.32-70	JAN 14 LGL SRVCS RFP	893.00	N
	698787	112-8026-431.32-70	AUG 14 TRSH AUD (CDS)	80.00	N
				<b>38,276.85</b>	
SANDRA GONZALEZ	49330	111-0000-347.50-00	CLS REF-START RIGHT!	110.00	N
				<b>110.00</b>	
SATOR SPORTS INC	317769A	111-6040-451.61-35	SOCCER GOALS	348.59	N
				<b>348.59</b>	
SAUL GUARDADO	49159	111-0000-228.20-00	BASKETBALL REFEREE	60.00	N
				<b>60.00</b>	
SERGIO BENITEZ	1336-0001	111-7010-421.59-30	MILEAGE REIMB	46.00	N
	1336-0002	111-7010-421.59-30	MILEAGE REIMB	46.00	N
				<b>92.00</b>	
SERRATO & ASSOCIATES INC	JLR. D. VAZQUEZ	111-7010-421.59-30	TRAINING	60.00	N
	JLR. J. CASTRO	111-7010-421.59-30	TRAINING	60.00	N
				<b>120.00</b>	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2075252	681-8030-461.56-41	WTR/SWR MAINT FEES	93,611.19	N
	STES 2075252	283-8040-432.56-41	WTR/SWR MAINT FEES	11,919.15	N
				<b>105,530.34</b>	



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SHELL	5485	741-8060-431.62-30	EMERG PAYMENT-PHONE	10.00	N
				<b>10.00</b>	
SHELL FLEET PLUS	79043758409	111-7010-421.61-20	PD FUEL PURCHASES	734.52	N
				<b>734.52</b>	
SHERLEY SALAZAR	49240	111-0000-347.50-00	CLS REF - BELLY DANCING	30.00	N
				<b>30.00</b>	
SMART & FINAL	40010479001	111-6020-451.61-35	CLSSRM SNACKS TNY TOTS	25.80	N
				<b>25.80</b>	
SMITH FASTENER	46594	535-6090-452.61-20	REPAIR PARTS	6.94	N
				<b>6.94</b>	
SO CAL TRIUMPH. INC	11409899	741-8060-431.43-20	MOTORCYCLE TIRE RPR #781	124.31	N
				<b>124.31</b>	
SOLAR CITY	2014-84	111-0000-341.10-00	PLANNING FEE OVERPAYMENT	244.19	N
				<b>244.19</b>	
SOUTHERN CALIFORNIA EDISON	08/5-09/04/14	535-8016-431.62-10	Acct # 2-03-684-7622	92.19	N
	08/1-09/01/14	535-8016-431.62-10	Acct # 2-01-854-8206	19.01	N
	08/05-09/04/14	535-8016-431.62-10	Acct # 2-01-854-8958	61.60	N
	08/05-09/04/14	535-8016-431.62-10	Acct # 2-01-854-9170	69.46	N
	08/01-09/01/14	535-8016-431.62-10	Acct # 2-01-855-1648	38.04	N
	08/04-09/03/14	535-8016-431.62-10	Acct # 2-01-855-2976	974.07	N

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SOUTHERN CALIFORNIA EDISON	08/04-09/03/14	535-8016-431.62-10	Acct # 2-01-855-3073	83.53	N
	08/01-09/01/14	535-8016-431.62-10	Acct # 2-23-307-1521	49.21	N
	08/04-09/03/14	535-8016-431.62-10	Acct # 2-23-626-6821	90.73	N
	08/04-09/03/14	535-8016-431.62-10	Acct # 2-29-179-3396	274.62	N
	08/01-09/02/14	535-8016-431.62-10	Acct # 2-29-179-3933	231.22	N
	08/05-09/04/14	535-8016-431.62-10	Acct # 2-29-179-4006	31.55	N
	08/06-09/05/14	535-8016-431.62-10	Acct # 2-29-265-1189	19.91	N
	08/01-09/02/14	535-8016-431.62-10	Acct # 2-29-265-1346	49.72	N
	08/01-09/02/14	535-8016-431.62-10	Acct # 2-29-265-1361	50.95	N
	08/01-09/02/14	535-8016-431.62-10	Acct # 2-29-265-1551	82.91	N
	08/01-09/02/14	535-8016-431.62-10	Acct # 2-29-519-1068	72.24	N
	08/06-09/05/14	535-8016-431.62-10	Acct # 2-32-117-2827	134.37	N
	07/29-09/04/14	535-8016-431.62-10	Acct # 2-15-735-6825	1,702.49	N
	08/04-09/03/14	221-8014-429.62-10	Acct # 2-01-854-8529	67.95	N
	08/04-09/03/14	221-8014-429.62-10	Acct # 2-23-626-6854	147.62	N
	08/04-09/03/14	221-8014-429.62-10	Acct # 2-33-807-1848	95.26	N
	08/01-09/02/14	111-6022-451.62-10	Acct # 2-01-854-7232	28.22	N
	08/05-09/04/14	111-6022-451.62-10	Acct # 2-01-854-9089	25.27	N
	08/04-09/03/14	231-3024-415.62-10	Acct # 2-18-373-3120	489.28	N
	08/08-09/09/14	111-6022-451.62-10	Acct # 2-01-854-7489	26.95	N
	08/11-09/10/14	111-6022-451.62-10	Acct # 2-32-564-3120	28.37	N
	08/05-09/05/14	681-8030-461.62-20	Acct # 2-01-854-7661	1,348.73	N
	08/05-09/05/14	111-8022-419.62-10	Acct # 2-01-854-7661	1,348.72	N
	08/06-09/05/14	221-8014-429.62-10	Acct # 2-15-895-7720	2,953.77	N
	08/08-09/09/14	535-8016-431.62-10	Acct # 2-07-717-3938	910.60	N
	08/08-09/09/14	535-8016-431.62-10	Acct # 2-29-179-3206	44.73	N
	08/11-09/10-14	535-8016-431.62-10	Acct # 2-29-179-3594	66.65	N
	08/08-09/09/14	535-8016-431.62-10	Acct # 2-29-179-3651	49.49	N

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SOUTHERN CALIFORNIA EDISON	08/08-09/09/14	535-8016-431.62-10	Acct # 2-29-179-3677	42.51	N
	08/11-09/10/14	535-8016-431.62-10	Acct # 2-29-179-3750	58.33	N
	08/08-09/09/14	535-8016-431.62-10	Acct # 2-29-179-3909	39.19	N
	08/08-09/09/14	535-8016-431.62-10	Acct # 2-29-179-3974	67.05	N
	08/12-09/11/14	535-8016-431.62-10	Acct # 2-29-179-3487	66.45	N
	08/12-09/11/14	535-8016-431.62-10	Acct # 2-29-179-3537	56.67	N
	08/12-09/11/14	535-8016-431.62-10	Acct # 2-29-179-3610	56.69	N
	08/12-09/11/14	535-8016-431.62-10	Acct # 2-29-179-3792	54.57	N
	8/6-9/5/2014	111-7020-421.62-10	CUST ACCT# 2-11-903-2886	7,403.56	N
	8/5-9/4/2014	111-7020-421.62-10	CUST ACCT# 2-34-282-3044	123.48	N
	8/1-9/2/2014	681-8030-461.62-20	CUST ACCT# 2-01-854-7307	3,052.79	N
	8/1-9/2/2014	681-8030-461.62-20	CUST ACCT# 2-01-854-7885	38.04	N
	8/6-9/5/2014	681-8030-461.62-20	CUST ACCT# 2-01-854-7638	2,163.00	N
	8/6-9/5/2014	111-8022-419.62-10	CUST ACCT# 2-01-854-7638	926.99	N
	8/1-9/14/2014	535-8016-431.62-10	CUST ACCT# 2-15-735-6858	6,025.74	N
	9/-10/2/2014	681-8030-461.62-20	CUST ACCT# 2-01-854-8644	10,996.74	N
	8/19-9/18/2014	221-8014-429.62-10	CUST ACCT# 2-23-189-3090	41.72	N
	8/19-9/18/2014	535-8016-431.62-10	CUST ACCT# 2-01-854-7588	25.08	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-31-764-2304	71.23	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-29-265-1494	220.75	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-29-265-1403	51.22	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-29-265-1387	31.89	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-4218	36.04	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-4184	77.08	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-3939	43.06	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-3871	55.38	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-666-9312	64.78	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 22-28-666-9395	40.07	N

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SOUTHERN CALIFORNIA EDISON	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-3483	37.20	N
	8/18-9/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-3616	50.66	N
	8/19-9/18/2014	535-8016-431.62-10	CUST ACCT# 2-29-179-3420	315.47	N
	8/19-9/18/2014	535-8016-431.62-10	CUST ACCT# 2-29-179-3701	35.78	N
	8/19-9/18/2014	535-8016-431.62-10	CUST ACCT# 2-29-179-3826	54.53	N
	8/19-9/18/2014	535-8016-431.62-10	CUST ACCT# 2-29-179-3867	51.32	N
	8/19-9/18/2014	535-8016-431.62-10	CUST ACCT# 2-29-265-1031	45.79	N
	8/19-9/18/2014	535-8016-431.62-10	CUST ACCT# 2-29-265-1130	39.09	N
	7/31-9/19/2014	535-8016-431.62-10	CUST ACCT# 2-28-120-2671	407.19	N
	819-9/18/2014	535-8016-431.62-10	CUST ACCT# 2-01-854-7588	25.08	N
	07/29-09/4/14	231-3024-415.62-10	Acct # 2-15-735-6825	333.48	N
				<b>45,085.12</b>	
SPARKLETTS	4532412082114	111-1010-411.61-20	WATER FOR OFFICE	17.80	N
				<b>17.80</b>	
STANDARD INSURANCE COMPANY	AUG 2014	802-0000-217.50-70	PREM-ADDL LIFE INSUR	2,346.94	N
	SEP 2014	802-0000-217.50-70	PREM-ADDL LIFE INSUR	1,482.51	N
	OCT 14	802-0000-217.50-70	PREM-ADDL LIFE INSURANCE	2,085.85	N
				<b>5,915.30</b>	
STAPLES ADVANTAGE	8031190878	111-0210-413.61-25	OFFICE SUPPLIES	373.71	Y
	8031190878	111-0230-413.61-25	OFFICE SUPPLIES	842.27	Y
	8031190878	111-7022-421.61-24	OFFICE SUPPLIES	310.61	Y
	8031190878	111-7022-421.61-27	OFFICE SUPPLIES	1,360.34	Y
	8031190878	111-7040-421.61-31	OFFICE SUPPLIES	232.82	Y
	8031190878	239-7055-424.61-23	OFFICE SUPPLIES	110.17	Y
	8031190878	111-5010-419.61-20	OFFICE SUPPLIES	13.81	Y

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STAPLES ADVANTAGE	8031190878	111-8020-431.61-20	OFFICE SUPPLIES	116.89	Y
	8031190878	239-7055-424.61-23	OFFICE SUPPLIES	463.85	Y
				<b>3,824.47</b>	
STAPLES CREDIT PLAN	9/15/2014	242-5060-463.61-20	OFFICE SUPPLIES	66.45	Y
	10/15/2014	242-5060-463.61-20	OFFICE SUPPLIES	62.37	Y
				<b>128.82</b>	
STATE WATER RESOURCES CONTROL	LW1460175	681-8030-461.41-00	SYST FEES SYS# 1910049	24,284.71	N
				<b>24,284.71</b>	
SUNGARD PUBLIC SECTOR INC.	86223	111-0230-413.43-05	HR MODULES & KRONOS	642.25	Y
	86223	111-3010-415.43-05	GMBA MODULES	1,369.16	Y
	86223	111-3011-419.43-05	DATA,BL,CIT&KRONOS MOD	3,885.97	Y
	86223	111-6010-451.43-05	REC TRK INTERFACE MOD	303.24	Y
	86223	111-7010-421.43-05	TIMEKEEPING KRONOS	117.50	Y
	86223	111-9010-419.56-64	COGNOS	862.04	Y
	82367	111-9010-419.56-64	COGNOS MIGRATION	11,062.40	Y
	81632	111-9010-419.56-64	COGNOS TRAINING	1,700.60	Y
	86685	111-9010-419.56-64	COGNOS TRAINING MISC	504.40	Y
	86223	219-0250-431.61-20	COGNOS	7.40	Y
	82367	219-0250-431.61-20	COGNOS MIGRATION	94.97	Y
	81632	219-0250-431.61-20	COGNOS TRAINING	14.60	Y
	86685	219-0250-431.61-20	COGNOS TRAINING MISC	4.33	Y
	86223	220-8070-431.61-20	COGNOS	8.21	Y
	82367	220-8070-431.61-20	COGNOS MIGRATION	105.38	Y
	81632	220-8070-431.61-20	COGNOS TRAINING	16.20	Y
	86685	220-8070-431.61-20	COGNOS TRAINING MISC	4.80	Y

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SUNGARD PUBLIC SECTOR INC.	86223	221-8010-431.61-20	COGNOS	47.95	Y
	82367	221-8010-431.61-20	COGNOS MIGRATION	615.37	Y
	81632	221-8010-431.61-20	COGNOS TRAINING	94.60	Y
	86685	221-8010-431.61-20	COGNOS TRAINING MISC	28.06	Y
	86223	231-3024-415.61-20	COGNOS	11.25	Y
	82367	231-3024-415.61-20	COGNOS MIGRATION	144.41	Y
	81632	231-3024-415.61-20	COGNOS TRAINING	22.20	Y
	86685	231-3024-415.61-20	COGNOS TRAINING MISC	6.58	Y
	86223	239-6060-466.61-20	COGNOS	25.75	Y
	82367	239-6060-466.61-20	COGNOS MIGRATION	330.45	Y
	82367	239-6060-466.61-20	COGNOS TRAINING	50.80	Y
	86685	239-6060-466.61-20	COGNOS TRAINING MISC	15.07	Y
	86223	242-5060-463.61-20	COGNOS	14.09	Y
	82367	242-5060-463.61-20	COGNOS MIGRATION	180.84	Y
	81632	242-5060-463.61-20	COGNOS TRAINING	27.80	Y
	86685	242-5060-463.61-20	COGNOS TRAINING MISC	8.25	Y
	86223	283-8040-432.74-10	COGNOS	0.62	Y
	82367	283-8040-432.74-10	COGNOS MIGRATION	7.81	Y
	81632	283-8040-432.74-10	COGNOS TRAINING	1.20	Y
	86685	283-8040-432.74-10	COGNOS TRAINING MISC	0.36	Y
	86223	285-8050-432.61-20	COGNOS	3.95	Y
	82367	285-8050-432.61-20	COGNOS MIGRATION	50.74	Y
	81632	285-8050-432.61-20	COGNOS TRAINING	7.80	Y
	86685	285-8050-432.61-20	COGNOS TRAINING MISC	2.31	Y
	86223	681-3022-415.43-05	UTILITY MODULES	3,105.88	Y
	86223	681-3022-415.74-10	COGNOS	16.73	Y
	82367	681-3022-415.74-10	COGNOS MIGRATION	214.67	Y
	81632	681-3022-415.74-10	COGNOS TRAINING	33.00	Y

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SUNGARD PUBLIC SECTOR INC.	86685	681-3022-415.74-10	COGNOS TRAINING MISC	9.79	Y
	86223	741-8060-431.61-20	COGNOS	15.82	Y
	82367	741-8060-431.61-20	COGNOS MIGRATION	202.96	Y
	81632	741-8060-431.61-20	COGNOS TRAINING	31.20	Y
	86685	741-8060-431.61-20	COGNOS TRAINING MISC	9.25	Y
<b>26,041.01</b>					
SUSAN SAXE CLIFFORD PHD	14-0902-1	111-7010-421.56-41	PSYCH EVAL	450.00	N
<b>450.00</b>					
T-MOBILE USA	9209764197	111-7030-421.61-20	TEXT MSG RETRIEVAL	50.00	N
	9209764198	111-7030-421.61-20	TEXT MSG RETRIEVAL	50.00	N
<b>100.00</b>					
TECHNO FIT	32012	111-6010-451.43-25	EXER EQUIP RPRS	175.00	N
<b>175.00</b>					
TELEPACIFIC COMMUNICATIONS	59660661-0	111-9010-419.53-10	CITY INTERNET SRVCS	1,191.04	Y
	59660661-0	111-7010-421.53-10	CITY INTERNET SRVCS	558.02	Y
<b>1,749.06</b>					
THE EARPHONE CONNECTION	237811	229-7010-421.74-10	TACTICAL EAR PCS	1,057.30	N
	237812	229-7010-421.74-10	TACTICAL EAR PCS	1,449.70	N
<b>2,507.00</b>					
THE FORMS DESK, INC.	24211	111-3010-415.61-20	BLUE WINDOW ENVELOPES	541.38	N
	23637	111-3010-415.61-20	BUS LIC ENVELOPES	245.29	N
<b>786.67</b>					

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TYCO INTEGRATED SECURITY	22728203	111-6022-451.56-41	ALARM SERVICES	333.45	N
	22728202	111-6022-451.56-41	ALARM SERVICES	248.69	N
	22728192	111-6022-451.56-41	ALARM SERVICES	200.00	N
	22728194	111-8022-419.56-41	ALARM SERVICES	1,259.04	N
				<b>2,041.18</b>	
TYCO INTEGRATED SECURITY LLC	22728189	111-7010-421.56-41	ALARM SERVICES	475.69	N
				<b>475.69</b>	
U.S. BANK	PPE 9/14/2014	802-0000-217.30-20	PARS-PART TIME	1,888.89	Y
	PPE 9/28/2014	802-0000-217.30-20	PARS-PART TIME	2,179.77	Y
	PPE 9/14/2014	802-0000-217.30-20	PARS EMPLOYEE CONTRIB	3,192.58	Y
	PPE 9/14/2014	802-0000-218.10-05	PARS-EMPLOYER CONTRIB	11,048.86	Y
	PPE 9/28/2014	802-0000-217.30-20	PARS-EMPLOYEE CONTRIB	2,958.07	Y
	PPE 9/28/2014	802-0000-218.10-05	PARS EMPLOYER CONTRIB	14,094.54	Y
	PPE 9/14/2014	802-0000-218.10-05	PARS REP	3,275.00	Y
				<b>38,637.71</b>	
U.S. HEALTH WORKS	2500314-CA	111-0230-413.56-41	MEDICAL EXAMS/SRVCS	1,335.00	N
	2573452-CA	111-0230-413.56-41	MEDICAL EXAMS/SRVCS	442.00	N
	2561026-CA	111-0230-413.56-41	MEDICAL EXAMS/SRVCS	621.00	N
				<b>2,398.00</b>	
UFCW LOCAL 770	49100	111-0000-228.20-00	DEP REF SLT LK PK LOUNGE	503.00	N
				<b>503.00</b>	



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UNDERGROUND SERVICE ALERT OF SO CAL	820140211	111-8010-431.56-41	UNDERG DID ALRT SRVCS	147.00	N
<b>147.00</b>					
UNIFIED NUTRIMEALS	374	111-6055-451.57-42	USDA FOOD PRGM	976.50	N
<b>976.50</b>					
UNITED WAY OF GREATER	PPE 9/14/2014	802-0000-217.60-20	UNITED WAY	15.00	Y
	PPE 9/28/2014	802-0000-217.60-20	UNITED WAY	15.00	Y
<b>30.00</b>					
US BANK	3736345	216-0230-413.56-41	ADMIN FEE/EXP 2005 SER A	2,257.50	Y
<b>2,257.50</b>					
VERMONT SYSTEMS, INC.	43351	111-6010-451.43-05	REC TRAC PRGM MAINT	2,725.38	N
<b>2,725.38</b>					
VICTOR SMOG TEST CENTER	29263	741-8060-431.43-20	EMISSION TEST #903	33.00	N
	29170	741-8060-431.43-20	EMISSION TEST #955	33.00	N
	29183	741-8060-431.43-20	EMISSION TEST #273	33.00	N
	29238	741-8060-431.43-20	EMISSION TEST #270	33.00	N
<b>132.00</b>					
VISION SERVICE PLAN-CA	OCT 2014	746-0215-413.52-40	VIS SRVC PLAN ACT EMPLOY	4,503.44	N
	OCT 2014	746-0215-413.52-40	VIS SRVC PLAN COB EMPLOY	108.84	N
<b>4,612.28</b>					
WALTERS WHOLESALE ELECTRIC COMPANY	2082394-00	535-8016-431.61-45	STREETLIGHT WIRE	395.35	N
	2082009-00	535-8016-431.61-45	STREETLIGHT CONDUIT FIT	140.37	N

**CITY OF HUNTINGTON PARK**  
**Demand Register**  
**10/6/2014**

Date: 10/3/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WALTERS WHOLESALE ELECTRIC COMPANY	2081049-01	535-8016-431.61-45	STREETLIGHT POLE BASE	194.81	N
	2082017-01	535-8016-431.61-45	STREETLIGHT METER BASE	1,668.54	N
	2082467-00	111-8022-419.43-10	SWITCHES & RECEPITCLES	37.63	N
	2082506-00	111-8022-419.43-10	WIRE	143.27	N
				<b>2,579.97</b>	
WATER REPLENISHMENT DISTRICT OF	140701-4	681-8030-461.41-00	TITLE 22 WTR MONT PROG	4,867.00	N
	JULY 2014	681-8030-461.41-00	GRNDWTR PROD/ASSESSMNT	119,034.88	Y
				<b>123,901.88</b>	
WAXIE SANITARY SUPPLY	74692572	111-7020-421.43-10	RESTROOM SUPPLIES	100.00	N
				<b>100.00</b>	
WELLS FARGO BANK-FIT	PPE 9/14/2014	802-0000-217.20-10	WELLS FARGO BANK-FIT	55,974.94	N
	PPE 9/28/2014	802-0000-217.20-10	WELLS FARGO BANK-FIT	59,483.09	N
				<b>115,458.03</b>	
WELLS FARGO BANK-MEDICARE	PPE 9/14/2014	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	7,175.41	N
	PPE 9/28/2014	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	7,605.44	N
				<b>14,780.85</b>	
WELLS FARGO BANK-SIT	PPE 9/14/2014	802-0000-217.20-20	WELLS FARGO BANK-SIT	20,302.51	N
	PPE 9/28/2014	802-0000-217.20-20	WELLS FARGO BANK-SIT	21,474.41	N
				<b>41,776.92</b>	
WEST GOVERNMENT SERVICES	830264692	111-7030-421.56-41	WEST INFO SRVCS AUG 2014	424.92	N
				<b>424.92</b>	

**CITY OF HUNTINGTON PARK**  
**Demand Register**  
**10/6/2014**

Date: 10/3/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WESTERN EXTERMINATOR COMPANY	2550228	535-6090-452.56-60	EXTRMNTR SRVCS AUG 2014	129.00	N
	2550228	111-6022-451.56-41	EXTRMNTR SRVCS AUG 2014	85.00	N
	2550228	111-8022-419.56-41	EXTRMNTR SRVCS AUG 2014	45.00	N
	2550228	111-8020-431.56-41	EXTRMNTR SRVCS AUG 2014	62.00	N
				<b>321.00</b>	
WHITTIER FERTILIZER CO.	281375	535-6090-452.61-20	PLANTER SOIL MIX	213.64	N
	281353	535-6090-452.61-20	PLANTER SOIL MIX	213.64	N
	281527	535-6090-452.61-20	SML BARK-BLK PLAS EDGNG	637.49	N
				<b>1,064.77</b>	
XEROX CORPORATION	75755376	111-8020-431.43-05	COPIER CONTRACT	163.12	N
	75755376	285-8050-432.43-05	COPIER CONTRACT	163.12	N
	75755376	681-8030-461.43-05	COPIER CONTRACT	163.12	N
				<b>489.36</b>	
YESENIA GOMEZ	9/9-9/12/2014	111-1010-411.64-00	MILEAGE REIMB	244.12	N
				<b>244.12</b>	
YOLANDA CAMPOS	48184	111-0000-228.20-00	DEP REF-HP COMM CTR	500.00	N
				<b>500.00</b>	
YOLANDA HINOJOSA DE GOMEZ	9032014	111-6020-451.61-35	EVENT COST REIMB	14.17	N
				<b>14.17</b>	
				<b>1,970,030.13</b>	



1 reduce congestion on the roadways surrounding Huntington Park, the region, state, and  
2 nation; and

3 **WHEREAS**, all levels of government serve a vital role in freight movement and a  
4 dedicated funding source is needed to support goods movement-related projects that can  
provide economic, environmental, and quality of life benefits both locally and nationally; and

5 **WHEREAS**, the Huntington Park community would be greatly impacted by  
6 improvements made to the roads, railways, and ports that surround the City through the  
passage of the National Freight Network Trust Act of 2014;

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

9 **SECTION 1.** The City Council hereby supports H.R. 5101 (CA-Hahn) passing the National  
10 Freight Network Trust Act of 2014.

11 **SECTION 2.** A certified copy of this Resolution shall be forwarded to House Representative  
Janice Hahn, 44<sup>th</sup> District of California.

12 **SECTION 3.** The City Clerk shall certify to the adoption of this Resolution which shall be  
13 effective upon its adoption.

14 **PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of October, 2014.

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Rosa E. Perez, Mayor

18 ATTEST:

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Donna G. Schwartz, CMC  
22 Interim City Clerk  
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STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    )       SS:  
CITY OF HUNTINGTON PARK    )

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No.        was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a special meeting of said Council held on the 6<sup>th</sup> day of October , 2014, and that said Resolution was adopted by the following vote, to-wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Donna G. Schwartz, CMC  
Interim City Clerk



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

October 6, 2014

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:

## **SECOND READING OF ORDINANCE NO. 932-NS AMENDING THE ZONING MAP FOR PROPERTIES LOCATED AT 3232 SATURN AVENUE, COMMONLY KNOWN AS SOUTH REGION ELEMENTARY SCHOOL NO. 5.**

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

1. Approve the Second Reading of an Ordinance No. 932-NS amending the Zoning Map designation from High-Density Residential (RH) to Public Facilities (PF) for properties located at 3232 Saturn Avenue.

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

South Region Elementary School No. 5 has been open and operating for more than a year. Before the school was built, beginning in or around 2007, Los Angeles Unified School District complied with CEQA as Lead Agency for the proposed school project. This resulted in certifying an Environmental Impact Report. The current project merely amends the General Plan Land Use Map and Zoning Map to reflect the existing use of land. This amounts to a change on paper, with no corresponding change to the physical environment. The school is now an existing use. This project involves no expansion or change to the existing school, and no indirect physical change in the environment is foreseeable.

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

On August 20, 2014, the Planning Commission considered PC Case No. 2014-04 ZC/GPA and adopted Resolution 2014-04 recommending to the City Council the adoption of General Plan Land Use Map and Zoning Map amendments for properties located at 3232 Saturn Avenue. Following public testimony, the Planning Commission unanimously voted to recommend adoption of the proposed ordinance amendment to the City Council.

On September 17, 2014, the City Council conducted a public hearing, approved the first reading of the proposed ordinance to amend the Zoning Map and adopted a resolution to amend the General Plan Land Use Map.

SECOND READING OF ORDINANCE NO. 932-NS AMENDING THE ZONING MAP  
FOR PROPERTIES LOCATED AT 3232 SATURN AVENUE.

October 6, 2014

Page 2 of 4

The proposed Ordinance (Attachment A) will amend the current Zoning Designation for the subject site from RH to PF.

The proposed General Plan Land Use Designation and Zoning Designation amendments will not be in conflict with the existing surrounding land uses. The school has already been developed and is currently in use. The Los Angeles Unified School District (LAUSD) and the City solely wish to rezone the property in order to make it consistent with zoning requirements. The subject property being rezoned is entirely owned by LAUSD. None of the surrounding properties will be rezoned.

Pursuant to Huntington Park Municipal Code (HPMC) Section 9-2.1401, the City Council may amend the General Plan and Zoning Map. Public notification of the proposed amendments were published and posted, as required by State law and in accordance with the provisions of the HPMC.

The subject site is home to the newly constructed South Region Elementary School No. 5, now known as, Lucille Roybal-Allard Elementary School. The school opened in August 2012. The school is located on the south side of Saturn Avenue between Plaska Avenue and Newell Street. The site covers an area of 5.260 gross acres and has an irregular lot configuration.

**Zoning Consistency:**

The appropriate zoning designation for the subject properties would be PF (Public Facilities). The purpose of this zoning district is to provide for a wide range of public and quasi-public land use activities serving the residents of the City, including public schools. Thus, it is expected that the zone change will not cause adverse effects to the public interest, health, safety, or welfare. Additionally, the change in zone will be consistent with the General Plan Land Use Designation.

**Findings for Zoning Map Amendments:**

In accordance with HPMC Section 9-2.1407, the following findings have been made as part of the Zoning Map Amendment:

1. *The proposed amendment is internally consistent with the General Plan.*

The proposed amendment to the General Plan Land Use Map will be internally consistent with the City's General Plan. The proposed amendment does not modify or alter the intent of any of the General Plan elements. The General Plan goals such as, providing for a mix of land uses which meets the diverse needs of all Huntington Park residents, offers a variety of employment opportunities, and allows for the capture of regional growth will continue to be met. Therefore, pursuant to Section 65300.5 of the State Government Code, this amendment is internally consistent with the other elements of the General Plan.



SECOND READING OF ORDINANCE NO. 932-NS AMENDING THE ZONING MAP  
FOR PROPERTIES LOCATED AT 3232 SATURN AVENUE.

October 6, 2014

Page 3 of 4

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

The proposed amendment is determined to be in the best interest, health, safety, convenience and welfare of the City. The school use is currently in operation. Prior to approval of the school, an environmental analysis was prepared by LAUSD that addressed air, noise and traffic issues. The proposed amendments will not cause additional impacts to the environment or allow any new development on the subject parcels.

3. *The proposed amendment would contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live.*

The proposed amendment will contribute to an appropriate balance of land uses in the City. Properties located to the north of the subject site are zoned Low-Density Residential (RL), while properties located to the south are zoned High-Density Residential (RH). Salt Lake Park is located to the east and is zoned Open Space (OS). The subject site is currently zoned RH. By rezoning the site to PF, the City will be eliminating the current zone nonconformity. All public school facilities in the City are located in the PF zone.

4. *The subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development.*

LAUSD has already developed the subject site with a public elementary school facility. The school opened in August 2012. The use is compatible with adjoining land uses and has adequate access and provision of utilities.

5. *The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Guidelines.*

The proposed amendment has been reviewed in compliance with the provisions of CEQA. The City has determined that the proposed amendments to the General Plan Land Use and Zoning Maps are exempt from the provisions of CEQA pursuant to Title 14 of the California Code of Regulations Section 15061(b)(3) ["no possibility that the activity in question may have a significant effect..."] and Section 15301 ["the project involves negligible or no expansion of an existing use"].

SECOND READING OF ORDINANCE NO. 932-NS AMENDING THE ZONING MAP  
FOR PROPERTIES LOCATED AT 3232 SATURN AVENUE.

October 6, 2014

Page 4 of 4

**NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORTS**

Per the California Environmental Quality Act (CEQA), it has been determined that adoption and implementation of the proposed Ordinance is categorically exempt pursuant to Sections 15061(b)(3) and 15301 of the California Code of Regulations.

CEQA Guidelines section 15061(b)(3)—referred to as the “common sense” exemption — provides that where there is “no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

Guidelines section 15301 provides an exemption for “Existing Facilities.” This section states: “The key consideration is whether the project involves negligible or no expansion of an existing use.”

**CONCLUSION**

Based on the aforementioned, Staff recommends that the City Council approve the second reading of the proposed ordinance. If adopted, the zone change will become effective 30 days later on November 6, 2014.

Respectfully submitted,



JULIO MORALES  
Interim City Manager

ALBERT G. FONTANEZ  
Planning Manager

**ATTACHMENTS**

A: Ordinance No. 932-NS Adopting the Amendment of the Zoning Map

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**WHEREAS**, the City Council of the City of Huntington Park, after notice duly given as required by law, held a public hearing in the City Hall, 6550 Miles Avenue, Huntington Park, California on September 17, 2014, at 7:00 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code and the California Environmental Quality Act, to consider adopting a Zoning Map Amendment for properties located at 3232 Saturn Avenue and described as:

**WHEREAS**, the current zoning designation for the properties is R-H (High-Density Residential); and

**WHEREAS**, California law requires that a City's zoning map be consistent with the City's general plan; and

**WHEREAS**, the Planning Commission and City Council have analyzed the effect of the proposed zone change on the existing land uses and properties within the area with respect to the adopted land use designations; and

1

1 policies and objectives of the General Plan as required by State Law; and

2 **WHEREAS**, adoption and implementation of this Ordinance is exempt from the  
3 provisions of the California Environmental Quality Act (hereinafter "CEQA") pursuant to  
4 Sections 15061(b)(3) and 15301 of the State CEQA Guidelines (California Public Resources  
5 Code Sections 21000 et seq.).

6 **WHEREAS**, the newly revised Zoning Map will reflect a decrease in residential zoned  
7 areas and an increase in public facilities zoned areas; and

8 **WHEREAS**, the proposed amendment to the Zoning Map is in the best interest and  
9 furtherance of the public health, safety, general welfare; and

10 **WHEREAS**, all persons appearing for or against the proposed amendment to the  
11 Zoning Map were given the opportunity to be heard in connection with said matter; and

12 **WHEREAS**, any and all oral and/or written comments received prior to and at the  
13 hearing were reviewed by the City Council.

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

17  
18 **SECTION 1.** The recitals set forth herein above are adopted as findings of fact by the  
19 City Council.

20 **SECTION 2.** The Official Zoning Map of the City of Huntington Park is hereby  
21 amended as and attached hereto as Exhibit "A."

22 **SECTION 3.** The City Council hereby finds that the amendment to the Zoning Map is  
23 consistent with the City's General Plan, and the land use element included therein.

24 **SECTION 4.** This Ordinance shall take effect thirty (30) days after its final passage  
25 by the City Council.

26 **SECTION 5.** The City Clerk shall certify as to the adoption of this Ordinance.  
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**PASSED, APPROVED, AND ADOPTED** this 6<sup>th</sup> day of October, 2014.

**CITY OF HUNTINGTON PARK**

\_\_\_\_\_  
Rosa E. Perez, Mayor

ATTEST:

\_\_\_\_\_  
Donna Schwartz, CMC  
Interim City Clerk



City of Los Angeles

County of Los Angeles

City of Vernon

City of Maywood

City of Maywood

City of Vernon

City of Bell

County of Los Angeles  
(Walnut Park)

City of Cudahy

City of South Gate

# CITY OF HUNTINGTON PARK ZONING MAP



**LEGEND**

**District A - Gateway**  
Mixed-use Opportunity Sites - Commercial and office on ground floor with residential and office above ground floor.  
> 40-foot Building Heights

**District B - Festival**  
Mixed-use - Commercial and office on ground floor with residential and office above ground floor.  
> 60-foot Building Heights

**District C - Neighborhood**  
Mixed-use - Multi-family residential with the opportunity for commercial on the ground floor as the market prescribes.  
> 70-foot Building Heights along the west side of Rita and east side of Rugby (orange)  
> 50-foot Building Heights (orange)  
> 35-foot Building Heights along Seville in the transition area (yellow)

**District D - Zoe**  
Mixed-use - Fronting Zoe Avenue, commercial on ground floor with residential above ground floor; not fronting Zoe Avenue, commercial and residential on ground floor with residential above ground floor.  
> 35-foot Building Heights  
> 10-foot minimum setbacks

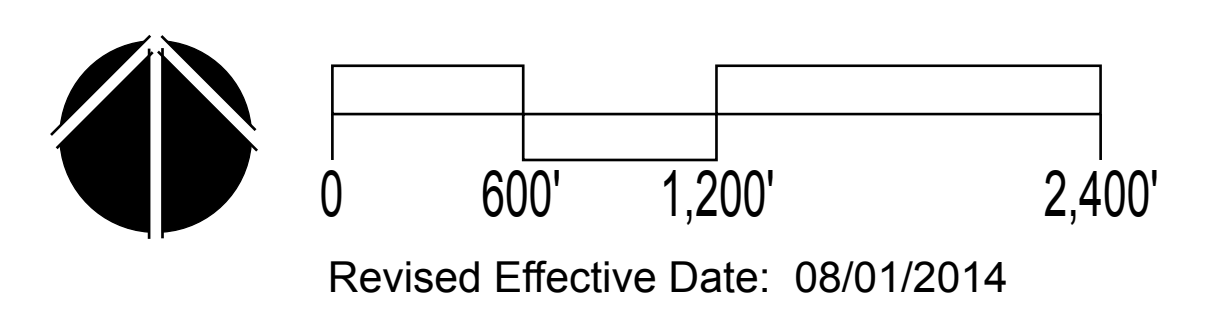
**Improved Public Gathering Space**

**HUNTINGTON PARK  
DOWNTOWN SPECIFIC PLAN**

Date Revised: November 2008

## LEGEND

- CG - Commercial General
- CN - Commercial Neighborhood
- CP - Commercial Professional
- PF - Public Facilities
- DTSP - Downtown Huntington Park Specific Plan
- RL - Low Density Residential (8.712 du/ac)
- RM - Medium Density Residential (17.424 du/ac)
- RH - High Density Residential (20 du/ac)
- MPD - Manufacturing Planned Development
- OS - Open Space
- T - Transportation
- Affordable Housing Overlay (70 du/ac)
- Medium Density Overlay (up to 17.424 du/ac)
- Senior Citizen Housing Overlay (225 du/ac)
- Single Room Occupancy Overlay (400 du/ac)
- Special Use Overlay Zone
- Historic District Overlay







# **CITY OF HUNTINGTON PARK**

Community Development Department  
City Council Agenda Report

October 6, 2014

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:

**SECOND READING OF ORDINANCE NO. 933-NS AMENDING THE ZONING MAP FOR PROPERTIES LOCATED AT 6361 COTTAGE STREET, COMMONLY KNOWN AS SOUTH REGION HIGH SCHOOL NO. 7.**

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

1. Approve the Second Reading of Ordinance No. 933-NS amending the Zoning Map designation from Manufacturing Planned Development (MPD) and Open Space (OS) to Public Facilities (PF) for properties located at 6361 Cottage Street.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

South Region High School No. 7 has been open and operating for more than a year. Before the school was built, beginning in or around 2005, Los Angeles Unified School District complied with CEQA as Lead Agency for the proposed school project. This resulted in certifying an Environmental Impact Report. The current project merely amends the General Plan Land Use Map and Zoning Map to reflect the existing use of land. This amounts to a change on paper, with no corresponding change to the physical environment. The school is now an existing use. This project involves no expansion or change to the existing school, and no indirect physical change in the environment is foreseeable.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On August 20, 2014, the Planning Commission considered PC Case No. 2014-05 ZC/GPA and adopted Resolution 2014-05 recommending to the City Council the adoption of General Plan Land Use Map and Zoning Map amendments for properties located at 6361 Cottage Street. Following public testimony, the Planning Commission unanimously voted to recommend adoption of the proposed ordinance amendment to the City Council.

On September 17, 2014, the City Council conducted a public hearing, approved the first reading of the proposed ordinance to amend the Zoning Map and adopted a resolution to amend the General Plan Land Use Map.

SECOND READING OF ORDINANCE NO. 933-NS AMENDING THE ZONING MAP FOR PROPERTIES LOCATED AT 6361 COTTAGE STREET.

October 6, 2014

Page 2 of 4

The proposed Ordinance (Attachment A) will amend the current Zoning Designation for the subject site from MPD and OS to PF.

The proposed General Plan Land Use Designation and Zoning Designation amendments will not be in conflict with the existing surrounding land uses. The school has already been developed and is currently in use. The Los Angeles Unified School District (LAUSD) and the City solely wish to rezone the property in order to make it consistent with zoning requirements. The subject property being rezoned is entirely owned by LAUSD. None of the surrounding properties will be rezoned.

Pursuant to Huntington Park Municipal Code (HPMC) Section 9-2.1401, the City Council may amend the General Plan and Zoning Map. Public notification of the proposed amendments were published and posted, as required by State law and in accordance with the provisions of the HPMC.

The subject site is home to the newly constructed South Region High School No. 7, now known as, Linda Marquez High School. The school opened in August 2012. The school is located on the north side of Gage Avenue between Regent Street and Cottage Street. The site covers an area of 4.5 gross acres and has an irregular lot configuration.

**Zoning Consistency:**

The appropriate zoning designation for the subject properties would be PF (Public Facilities). The purpose of this zoning district is to provide for a wide range of public and quasi-public land use activities serving the residents of the City, including public schools. Thus, it is expected that the zone change will not cause adverse effects to the public interest, health, safety, or welfare. Additionally, the change in zone will be consistent with the General Plan Land Use Designation.

**Findings for Zoning Map Amendments:**

In accordance with HPMC Section 9-2.1407, the following findings have been made as part of the Zoning Map Amendment:

1. *The proposed amendment is internally consistent with the General Plan.*

The proposed amendment to the General Plan Land Use Map will be internally consistent with the City's General Plan. The proposed amendment does not modify or alter the intent of any of the General Plan elements. The General Plan goals such as, providing for a mix of land uses which meets the diverse needs of all Huntington Park residents, offers a variety of employment opportunities, and allows for the capture of regional growth will continue to be met. Therefore, pursuant to Section 65300.5 of the State Government Code, this amendment is internally consistent with the other elements of the General Plan.



SECOND READING OF ORDINANCE NO. 933-NS AMENDING THE ZONING MAP  
FOR PROPERTIES LOCATED AT 6361 COTTAGE STREET.

October 6, 2014

Page 3 of 4

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

The proposed amendment is determined to be in the best interest, health, safety, convenience and welfare of the City. The school use is currently in operation. Prior to approval of the school, an environmental analysis was prepared by LAUSD that addressed air, noise and traffic issues. The proposed amendments will not cause additional impacts to the environment or allow any new development on the subject parcels.

3. *The proposed amendment would contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live.*

The proposed amendment will contribute to an appropriate balance of land uses in the City. Properties located to the north of the subject site are zoned Manufacturing Planned Development (MPD), while properties located to the south and east are zoned High-Density Residential (RH). Raul Perez Park is located to the west and is zoned Open Space (OS). The subject site is currently zoned both MPD and OS. By rezoning the site to PF, the City will be eliminating the current zone nonconformity. All public school facilities in the City are located in the PF zone.

4. *The subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development.*

LAUSD has already developed the subject site with a public high school facility. The school opened in August 2012. The use is compatible with adjoining land uses and has adequate access and provision of utilities.

5. *The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Guidelines.*

The proposed amendment has been reviewed in compliance with the provisions of CEQA. The City has determined that the proposed amendments to the General Plan Land Use and Zoning Maps are exempt from the provisions of CEQA pursuant to Title 14 of the California Code of Regulations Section 15061(b)(3) ["no possibility that the activity in question may have a significant effect..."] and Section 15301 ["the project involves negligible or no expansion of an existing use"].

SECOND READING OF ORDINANCE NO. 933-NS AMENDING THE ZONING MAP  
FOR PROPERTIES LOCATED AT 6361 COTTAGE STREET.

October 6, 2014

Page 4 of 4

**NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORTS**

Per the California Environmental Quality Act (CEQA), it has been determined that adoption and implementation of the proposed Ordinance is categorically exempt pursuant to Sections 15061(b)(3) and 15301 of the California Code of Regulations.

CEQA Guidelines section 15061(b)(3)—referred to as the “common sense” exemption — provides that where there is “no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

Guidelines section 15301 provides an exemption for “Existing Facilities.” This section states: “The key consideration is whether the project involves negligible or no expansion of an existing use.”

**CONCLUSION**

Based on the aforementioned, Staff recommends that the City Council approve the second reading of the proposed ordinance. If adopted, the zone change will become effective 30 days later on November 6, 2014.

Respectfully submitted,



JULIO MORALES  
Interim City Manager

ALBERT G. FONTANEZ  
Planning Manager

**ATTACHMENTS**

A: Ordinance No. 933-NS Adopting the Amendment of the Zoning Map

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK  
AMENDING THE OFFICIAL ZONING MAP OF THE  
CITY OF HUNTINGTON PARK**

**WHEREAS**, the City Council of the City of Huntington Park, after notice duly given as required by law, held a public hearing in the City Hall, 6550 Miles Avenue, Huntington Park, California on September 17, 2014, at 7:00 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code and the California Environmental Quality Act, to consider adopting a Zoning Map Amendment for properties located at 6361 Cottage Street and described as:

Assessor's Parcel Nos. 6321-008-901, 6321-008-903 to 6321-008-905, 6321-008-910 to 6321-008-914, and 6321-017-900 to 6321-017-924, City of Huntington Park, County of Los Angeles; and

**WHEREAS**, the current zoning designation for the properties is MPD (Manufacturing Planned Development) and OS (Open Space); and

**WHEREAS**, the City is proposing to change the zoning designation for the properties to PF (Public Facilities); and

**WHEREAS**, California law requires that a City's zoning map be consistent with the City's general plan; and

**WHEREAS**, a zoning map is consistent with a general plan if the various land uses authorized by the zoning map are compatible with and further the objectives, policies, general land uses, and programs specified in the general plan; and

**WHEREAS**, the Planning Commission and City Council have analyzed the effect of the proposed zone change on the existing land uses and properties within the area with respect to the adopted land use designations; and

**WHEREAS**, the Planning Commission and City Council have concluded that the proposed amendment to the zoning map from MPD (Manufacturing Planned Development) and OS (Open Space) Zone to PF (Public Facilities) Zone (attached hereto as Exhibit A) will

1 be in conformance with the goals, policies and objectives of the General Plan as required by  
2 State Law; and

3 **WHEREAS**, adoption and implementation of this Ordinance is exempt from the  
4 provisions of the California Environmental Quality Act (hereinafter "CEQA") pursuant to  
5 Sections 15061(b)(3) and 15301 of the State CEQA Guidelines (California Public Resources  
6 Code Sections 21000 et seq.).

7 **WHEREAS**, the newly revised Zoning Map will reflect a minimal decrease in  
8 industrial zoned areas and a minimal increase in public facilities zoned areas; and

9 **WHEREAS**, the proposed amendment to the Zoning Map is in the best interest and  
10 furtherance of the public health, safety, general welfare; and

11 **WHEREAS**, all persons appearing for or against the proposed amendment to the  
12 Zoning Map were given the opportunity to be heard in connection with said matter; and

13 **WHEREAS**, any and all oral and/or written comments received prior to and at the  
14 hearing were reviewed by the City Council.

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

18  
19 **SECTION 1.** The recitals set forth herein above are adopted as findings of fact by the  
20 City Council.

21 **SECTION 2.** The Official Zoning Map of the City of Huntington Park is hereby  
22 amended as and attached hereto as Exhibit "A."

23 **SECTION 3.** The City Council hereby finds that the amendment to the Zoning Map is  
24 consistent with the City's General Plan, and the land use element included therein.

25 **SECTION 4.** This Ordinance shall take effect thirty (30) days after its final passage  
26 by the City Council.

27 **SECTION 5.** The City Clerk shall certify as to the adoption of this Ordinance.  
28

**PASSED, APPROVED, AND ADOPTED** this 6<sup>th</sup> day of October, 2014.

**CITY OF HUNTINGTON PARK**

\_\_\_\_\_  
Rosa E. Perez, Mayor

ATTEST:

\_\_\_\_\_  
Donna Schwartz, CMC  
Interim City Clerk



City of Los Angeles

County of Los Angeles

City of Vernon

City of Maywood

City of Maywood

City of Vernon

City of Bell

County of Los Angeles  
(Walnut Park)

City of Cudahy

City of South Gate

# CITY OF HUNTINGTON PARK ZONING MAP



**LEGEND**

**District A - Gateway**  
Mixed-use Opportunity Sites - Commercial and office on ground floor with residential and office above ground floor.  
> 40-foot Building Heights

**District B - Festival**  
Mixed-use - Commercial and office on ground floor with residential and office above ground floor.  
> 60-foot Building Heights

**District C - Neighborhood**  
Mixed-use - Multi-family residential with the opportunity for commercial on the ground floor as the market prescribes.  
> 70-foot Building Heights along the west side of Rita and east side of Rugby (orange)  
> 50-foot Building Heights (orange)  
> 35-foot Building Heights along Seville in the transition area (orange)

**District D - Zoe**  
Mixed-use - Fronting Zoe Avenue, commercial on ground floor with residential above ground floor; not fronting Zoe Avenue, commercial and residential on ground floor with residential above ground floor.  
> 35-foot Building Heights  
> 10-foot minimum setbacks

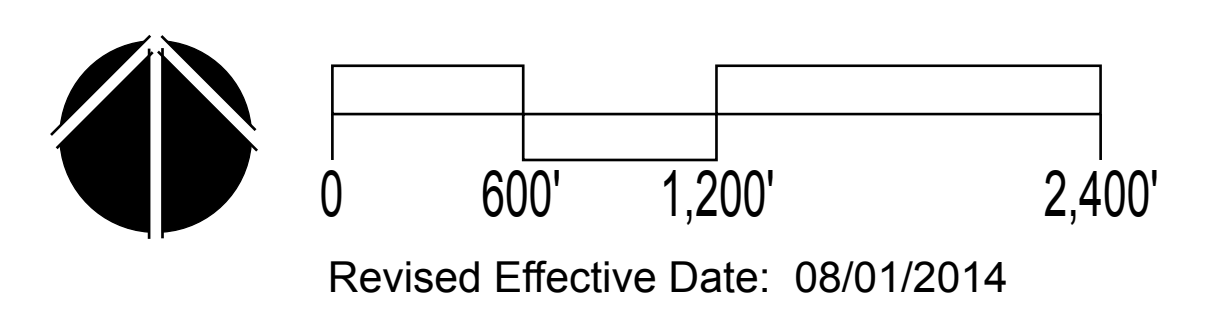
**Improved Public Gathering Space**

**HUNTINGTON PARK  
DOWNTOWN SPECIFIC PLAN**

Date Revised: November 2008

## LEGEND

- CG - Commercial General
- CN - Commercial Neighborhood
- CP - Commercial Professional
- PF - Public Facilities
- DTSP - Downtown Huntington Park Specific Plan
- RL - Low Density Residential (8.712 du/ac)
- RM - Medium Density Residential (17.424 du/ac)
- RH - High Density Residential (20 du/ac)
- MPD - Manufacturing Planned Development
- OS - Open Space
- T - Transportation
- Affordable Housing Overlay (70 du/ac)
- Medium Density Overlay (up to 17.424 du/ac)
- Senior Citizen Housing Overlay (225 du/ac)
- Single Room Occupancy Overlay (400 du/ac)
- Special Use Overlay Zone
- Historic District Overlay





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**WHEREAS**, Child sex trafficking is a growing crime across this Nation, with girls as young as 12 years old being exploited and abused for profit. The FBI estimates that there are more than 100,000 minors sold in the United States; and

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2 4) SB 1388 (Lieu, Hill and Mitchell) increases fines for pimping of a minor  
3 from \$20,000 to \$25,000 and would make a person who solicits a minor for  
4 a commercial sex act guilty of a misdemeanor punishable in a county jail  
5 for at least 48 hours and a maximum of up to one year and a fine to  
\$10,000. This legislation would ensure that an individual who even solicits  
a minor for sex will do jail time. This would be an effective deterrent to the  
so-called "johns" that create the demand for this despicable practice.

6 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**  
7 **PARK HEREBY DETERMINES AND RESOLVES AS FOLLOWS:**

8 **SECTION 1.** The City Council of the City of Huntington Park recognizes the  
9 growing crime against young girls, that are victims of sex trafficking;

10 **SECTION 2.** The City Council of the City of Huntington Park supports all  
11 efforts of our State and Federal Legislators in the "War on Child Sex Trafficking."

12 **SECTION 3.** The City Council of the City of Huntington Park supports the  
13 following California legislation which seeks to increase jail time and penalties for  
those traffickers and buyers of young children:

14 SB 473 (Block)  
15 SB 939 (Block)  
16 SB 955 (Mitchell)  
17 SB 1388 (Lieu, Hill, Mitchell)

18 **PASSED, APPROVED and ADOPTED this 6<sup>th</sup> day of October, 2014.**

19 \_\_\_\_\_  
20 Rosa E. Perez, Mayor

21 **ATTEST:**

22  
23 \_\_\_\_\_  
24 Donna G. Schwartz, CMC  
Interim City Clerk



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1       **SECTION 3.** The Fiscal Year 2014-2015 comprehensive special fund budget as  
2 generally described in Exhibit A of this Resolution is more specifically detailed in that certain  
3 document entitled FY 2014-15 Special Fund Proposed Budgets (Prop A, Prop C, Measure  
4 R, AQMD, Gas Tax and HP Grand Prix) which is also approved and incorporated by  
5 reference into this Resolution. For purposes of this Resolution, the aforementioned  
6 document may hereinafter be referred to as the "Approved Fiscal Year 2014-2015 City  
7 Special Fund Budgets (Prop A, Prop C, Measure R, AQMD, Gas Tax and HP Grand  
8 Prix)." The Approved Fiscal Year 2014-2015 City Special Fund Budgets (Prop A, Prop C,  
9 Measure R, AQMD, Gas Tax and HP Grand Prix) is an official record of the City and a true  
10 and correct copy of the same shall be posted on the City's Internet website with a hard copy  
11 maintained by the City Clerk.

12       **SECTION 4.** The City Council hereby approves and adopts the special fund budgets  
13 (Prop A, Prop C, Measure R, AQMD, Gas Tax, HP Grand Prix) for the Fiscal Year 2014-15  
14 and appropriates the funds for the uses and purposes shown in the Approved Fiscal Year  
15 2014-2015 City Budget.

16       **PASSED, APPROVED AND ADOPTED** by the City Council on this 6<sup>th</sup> day of October,  
17 2014.

18 \_\_\_\_\_  
19 Rosa E. Perez, Mayor

20 **ATTEST:**

21 \_\_\_\_\_  
22 Donna G. Schwartz, CMC  
23 Interim City Clerk  
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2 STATE OF CALIFORNIA )  
3 COUNTY OF LOS ANGELES ) SS:  
4 CITY OF HUNTINGTON PARK )

5 I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that  
6 the foregoing Resolution No. 2014-XX was passed and adopted by the City Council of the  
7 City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a  
8 regular meeting of said Council held on the 6th day of October, 2014, and that said  
9 Resolution was adopted by the following vote, to-wit:

10 AYES:

11 NOES:

12 ABSENT:

13 ABSTAIN:

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15 \_\_\_\_\_  
16 Donna G. Schwartz, CMC  
17 Interim City Clerk  
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1 shall be posted on the City's Internet website with a hard copy maintained by the City Clerk.

2 **SECTION 4.** The City Council hereby approves and adopts the special fund budgets  
3 (Water and Wastewater Funds) for the Fiscal Year 2014-15 and appropriates the funds for  
4 the uses and purposes shown in the Approved Fiscal Year 2014-2015 City Budget.

5 **PASSED, APPROVED AND ADOPTED** by the City Council on this 6<sup>th</sup> day of October,  
6 2014.

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10 Rosa E. Perez, Mayor

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12 **ATTEST:**

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14 Donna G. Schwartz, CMC  
15 Interim City Clerk  
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1 STATE OF CALIFORNIA ) SS:  
2 COUNTY OF LOS ANEGELS )  
3 CITY OF HUNTINGTON PARK )

4 I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that  
5 the foregoing Resolution No. 2014-XX was passed and adopted by the City Council of the  
6 City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a  
7 regular meeting of said Council held on the 6th day of October, 2014, and that said  
Resolution was adopted by the following vote, to-wit:

8 AYES:

9 NOES:

10 ABSENT:

11 ABSTAIN:

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13 \_\_\_\_\_  
14 Donna G. Schwartz, CMC  
15 Interim City Clerk  
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# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

October 6, 2014

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:

## **UPDATE ON MARIJUANA DISPENSARIES**

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

1. Receive and file.

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

The City of Huntington Park's current zoning regulations do not list marijuana dispensaries as an approved use and as a result these types of businesses are not permitted. Moreover, Huntington Park Municipal Code 9-3.2303 explicitly prohibits the operation of medical marijuana dispensaries anywhere within the City.

For approximately the past ten months the City of Huntington Park has witnessed several marijuana dispensaries illegally establish store fronts throughout the City. The Police Department has worked closely with the City Prosecutor to seek full compliance with the law and to ultimately remove each of these illegal businesses.

The following is a summary of our enforcement efforts and progress as of 09-30-14.

### **2560 Zoe Avenue – Huntington Park Wellness Center**

The case has been forwarded for civil enforcement effective September 29, 2014. The matter is being prepared for the filing of a complaint and application for a temporary restraining order. Due to the need to give notice of the hearing and the hearing schedule of the court, that matter will be presented to the court on October 7, 2014. The matter will be brought to the court together with other cases set forth below.

### **2629 Saturn Avenue – Feather Sky (I)**

This location has been successfully closed.

**2769 East Florence Avenue – Earth Green Mile**

The tenant will vacate the property on or before October 31, 2014 pursuant to an unlawful detainer action. The court has issued a preliminary injunction, which the defendants are violating. An Order to Show Cause is being prepared for violation of the injunction. An application for appointment of a receiver is also being prepared to take control of the property and terminate the distribution of marijuana, however, funding for the receiver has to be determined before such a motion can be filed.

**3020 East Florence Avenue – 3020 Collective**

This location has been successfully closed.

**3029 East Florence Avenue - HPF**

The criminal case is pending. The eviction by the property owner is also pending. The matter has also been forwarded for civil enforcement effective September 29, 2014. The matter is being prepared for the filing of a complaint and application for a temporary restraining order. Due to the need to give notice of the hearing and the hearing schedule of the court, that matter will be presented to the court on October 7, 2014. For strategic purposes this matter will be brought to the court together with the ones noted below.

**3262 East Gage Avenue – Feather Sky (II)**

The tenants will vacate the property on or before November 30, 2014 pursuant to an unlawful detainer action. The criminal case is also pending. The matter has also been forwarded for civil enforcement as well. The matter is being prepared for the filing of a complaint and application for a temporary restraining order. It is anticipated that this matter will also be brought to the court on October 7, 2014.

**3267 East Gage Avenue - Cali Fresh Collective**

The criminal case and eviction are pending. The matter is being prepared for the filing of a complaint and application for a temporary restraining order. Due to the need to give notice of the hearing and the hearing schedule of the court, that matter will be presented to the court on October 7, 2014.

**6306 Pacific Boulevard – Huntington Park Collective**

This location has been successfully closed.

**6403 Santa Fe Avenue – Feel Good Solutions**

Recently confirmed operation. The criminal case is pending. The property owner is cooperative and will commence the eviction process.



### **CODE CHANGES**

The City Attorney's office is preparing an amendment to the zoning code removing reference to a minimum number of purchases.

The City Attorney's office is also preparing an ordinance allowing the City to elect in appropriate cases to recover attorney's fees in enforcement cases brought on its behalf.

### **CONCLUSION**

Staff will continue to keep the Mayor and Members of the City Council abreast of any changes and or progress.

Respectfully submitted,



JULIO F. MORALES  
City Manager



JORGE CISNEROS  
Chief of Police



# **CITY OF HUNTINGTON PARK**

Public Works Department  
City Council Agenda Report

October 6, 2014

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

Dear Mayor and Members of the City Council:

## **APPROVAL OF AN AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES**

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

1. Authorize the Interim City Manager to execute the contract with Nationwide Environmental Services.

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

**On July 7, 2014 the City Council authorized staff to negotiate a contract with Nationwide Environmental Services based on terms outlined in the staff report. Attached are the minutes, original staff report presented to the City Council and contract.**

Respectfully submitted,

JULIO F. MORALES  
Interim City Manager

### **ATTACHMENT**

- A. Minute Excerpt of July 7, 2014 City Council Meeting
- B. July 7, 2014 City Council Staff Report
- C. Contract with Nationwide Environmental Services



## **MINUTE EXCERPT**

From the City of Huntington Park's City Council Meeting of July 7, 2014

### **REGULAR AGENDA**

#### **PUBLIC WORKS**

#### **19. Authorize to Enter into Agreement for Street Sweeping Services with Nationwide Environmental Services**

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

1. Authorize the Interim City Manager to negotiate street sweeping contract with Nationwide Environmental Services.

It was moved by Council Member Hernandez to authorize the Interim City Manager to negotiate street sweeping contract with Nationwide Environmental Services with a five (5) year term, seconded by Vice Mayor Macias. Motion carried 4-0-1, by the following roll call vote:

##### **ROLL CALL:**

**AYES:** Council Member(s): Amezquita, Hernandez, Vice Mayor Macias and Mayor Perez

**NOES:** Council Member(s): None

**ABSENT:** Council Member(s): Gomez

**CERTIFICATION OF MINUTES EXCERPT**

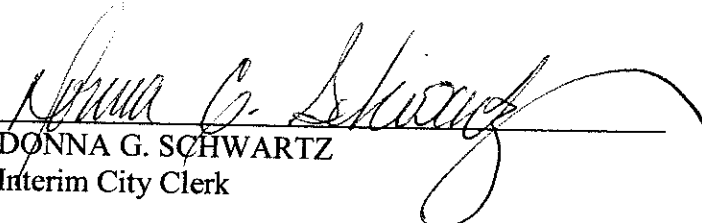
**STATE OF CALIFORNIA            )**

**COUNTY OF LOS ANGELES    ) ss:**

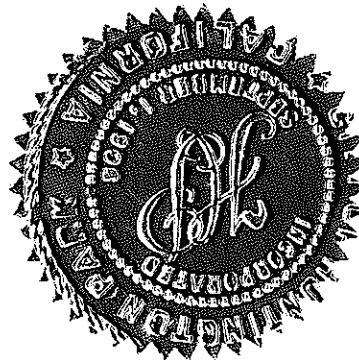
**CITY OF HUNTINGTON PARK        )**

I, **DONNA G. SCHWARTZ**, Interim City Clerk for the City of Huntington Park, California, do hereby certify that the attached text is a true and complete excerpt of the minutes of the Regular meeting of the Huntington Park City Council, held on July 7, 2014.

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 2<sup>nd</sup> day of October, 2014.**

  
\_\_\_\_\_  
**DONNA G. SCHWARTZ**  
Interim City Clerk

City of Huntington Park, California





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

July 7, 2014

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

Dear Mayor and Members of the City Council:

## **AUTHORIZATION TO ENTER INTO AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES**

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

1. Authorize the City Manager to negotiate street sweeping contract with Nationwide Environmental Services.

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

The City has identified the street sweeping contract as an area for potential General Fund cost savings. The City currently pays approximately \$887,000 per year to Mag Sweeping (the "company" or the "seller") to provide street sweeping services. Staff has been directed to negotiate the termination of this contract (not exceed \$1,000,000). The City has negotiated a termination payment equal to \$990,000, which is slated to expire in approximately 30 days.

The City currently pays \$73,877 per month for street sweeping services (\$887,000 per annum) for six cores services:

1. Residential Sweeping	\$24,458
2. Commercial Sweeping	21,423
3. Parking Lots	4,232
4. Sidewalk Sweeping	6,900
5. Steam Cleaning	14,825
6. Vacuuming	<u>2,089</u>
<b>TOTAL</b>	<b>\$73,867</b>

# **AUTHORIZATION TO ENTER INTO AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES**

July 7, 2014

Page 2 of 4

These costs are allocated among four funds:

- General Fund – \$707,964      **80%**
- Prop C (Fund 220) – \$78,432      **9%**
- Parking (Fund 231) – \$100,000      **11%**

City staff was directed to obtain a cost proposal from Nationwide Environmental Services (NES) to provide street sweeping services to replace MAG Sweeping.

## **Additional Services**

It is important to note that the MAG Sweeping contract includes services in addition to the core street sweeping requirements. These services are primarily cleaning services in and around Pacific Blvd., which include:

- Sidewalk sweeping on Pacific Blvd.
- Steam cleaning of Pacific Blvd. / Bus Shelters
- Vacuuming Pacific Blvd.

The cost to provide such services is approximately \$23,814 per month or \$285,768 per year. The City did not obtain a cost proposal to provide these services: staff will evaluate the most cost-effective method of delivery of these services in the near future. Staff will obtain a cost proposal from NES, other current service vendors, as well as analyze providing these services in-house. City staff anticipates to generate additional savings for these services as well.

## **FISCAL IMPACT/FINANCING**

The current street sweeping cost for MAG Sweeping is \$601,356 per annum.

- |                        |                  |
|------------------------|------------------|
| • Residential Sweeping | \$293,496        |
| • Commercial Sweeping  | 257,076          |
| • Parking Lots         | <u>50,784</u>    |
| <b>TOTAL</b>           | <b>\$601,356</b> |

NES' cost proposal provides street sweeping services in the following locations:

- Downtown streets (7 times per week)
- Arterial streets (6 days per week)
- Medians - raised & painted (1 time per week)
- Major intersections (1 time per week)
- Residential streets (1 time per week)
- Alleys (1 time per week)
- Parking structures (2 times per week)
- City-owned parking lots (2 times per week)
- Required clean-up at City sponsored events

# **AUTHORIZATION TO ENTER INTO AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES**

July 7, 2014

Page 3 of 4

NES provided two cost proposals: 1) based on current routes (Attachment A); and, 2) based on revised and more efficient routes (Attachment B). Service costs were also provided with an increasing discount for a longer contract term:

	<b>5 Years</b>	<b>7 Years</b>	<b>10 Years</b>
Current Routes	\$442,800	\$430,800	\$415,200
Revised Routes	\$290,400	\$283,200	\$272,400

Assuming a five-year contract term, the City would save a minimum of \$158,556 per year. If a more efficient route is permitted, the savings would increase to as much as \$311,000 per year.

City staff expects to be able to generate savings for the additional services as well.

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

The proposed contract term will be for either 5, 7, or 10 years, with an additional two-year extension option. Services rates will include an annual CPI cost inflation factor (not to exceed 3%).

Although the City could save at least an additional \$143,000 per annum by revising the current cleaning routes, it will incur up-front costs associated with changing street signs. The City would be better served to wait until the waste hauler is selected in order to develop a coordinated waste collection/street sweeping schedule. Consequently, staff would recommend that the contract include a provision that would allow both parties to renegotiate/extend the contract, if a revised route is implemented.

**AUTHORIZATION TO ENTER INTO AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES**

July 7, 2014

Page 4 of 4

**CONCLUSION**

The City will commence new street sweeping services in 30 days after execution of new street sweeping contract with NES.

City staff will also evaluate multiple options to provide steam cleaning and vacuuming services along Pacific Blvd.

Respectfully submitted,



JULIO F. MORALES  
Interim City Manager



JAMES ENRIQUEZ, P.E.  
Public Works Director

**ATTACHMENT**

- A. NES Proposal: Option 1 (Current Routes)
- B. NES Proposal: Option 2 (Revised Routes)

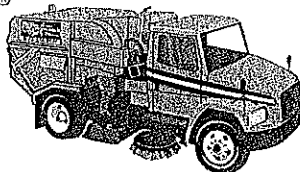


# **ATTACHMENT "A"**

NES Proposal: Option 1 (Current Routes)

# Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



June 10, 2014

Mr. René Bobadilla  
City Manager  
City of Huntington Park  
6550 Miles Ave.  
Huntington Park, CA 90255

RE: Street Sweeping Services – Option 1

Dear Mr. Bobadilla:

Nationwide Environmental Services (NES), *one of the first NAPSA certified street sweeping contractors in the nation* has provided street sweeping services to over 40 municipalities in the Southern California region since 1968. NES is second generation and a family owned street sweeping contractor providing state-of-the-art street sweeping services. The following is a customized street sweeping proposal exclusively for the City of Huntington Park.

## Scope of Work & Frequency

- Downtown Streets: 7 days per week
- Arterial Streets: 6 days per week
- Raised Medians: 1 Time per week
- Painted Medians: 1 Time per week
- Major Intersections: 1 Time per week
- Residential Streets: 1 Time per week
- Alleys: 1 Time per week
- Parking Structures: Twice per week
- City Owned Parking Lots: Twice per week

June 10, 2014

Page 2

**Terms & Conditions**

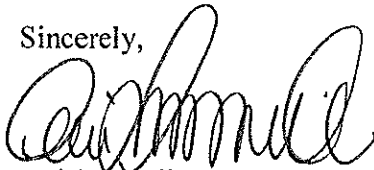
- All City sponsored events will be swept free of charge.
- City will provide a legal site to dump the street sweeping debris within the city limits.
- City will be responsible of all disposal and handling fees.
- City will provide water for street sweeping.
- NES will utilize SCAQMD certified alternative fueled street sweepers TYMCO Model 600 CNG.

**Contract Terms & Cost**

- Five (5) year contract term with an option to extend for two (2) additional years at a cost of \$36,900.00 per month.
- Seven (7) year contract term with an option to extend for two (2) additional years at a cost of \$35,900.00 per month.
- Ten (10) year contract term with an option to extend for two (2) additional years at a cost of \$34,600.00 per month.
- An annual cost of living adjustment will apply to all of the above options.
- Current Route & Current Service Frequency

NES looks forward to providing street sweeping services to the City of Huntington Park. If you have any questions, please feel free to contact me at (562) 860-0604 or Nejteh Der Bedrossian at (562) 254-0205. Thank you for your consideration.

Sincerely,



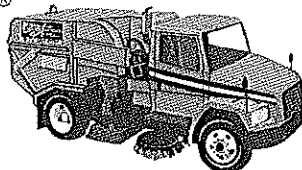
Ani Samuelian  
Vice President

# **ATTACHMENT "B"**

NES Proposal: Option 2 (Revised Routes)

# Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



June 10, 2014

Mr. René Bobadilla  
City Manager  
City of Huntington Park  
6550 Miles Ave.  
Huntington Park, CA 90255

RE: Street Sweeping Services – Option 2

Dear Mr. Bobadilla:

Nationwide Environmental Services (NES), *one of the first NAPSA certified street sweeping contractors in the nation* has provided street sweeping services to over 40 municipalities in the Southern California region since 1968. NES is second generation and a family owned street sweeping contractor providing state-of-the-art street sweeping services. The following is a customized street sweeping proposal exclusively for the City of Huntington Park.

## Scope of Work & Frequency

- Downtown Streets: 7 days per week
- Arterial Streets: 6 days per week
- Raised Medians: 1 Time per week
- Painted Medians: 1 Time per week
- Major Intersections: 1 Time per week
- Residential Streets: 1 Time per week
- Alleys: 1 Time per week
- Parking Structures: Twice per week
- City Owned Parking Lots: Twice per week

**Terms & Conditions**

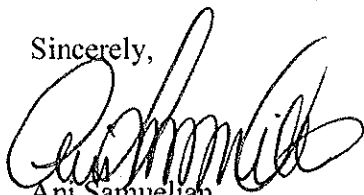
- All City sponsored events will be swept free of charge.
- City will provide a legal site to dump the street sweeping debris within the city limits.
- City will be responsible of all disposal and handling fees.
- City will provide water for street sweeping.
- NES will utilize SCAQMD certified alternative fueled street sweepers TYMCO Model 600 CNG.

**Contract Terms & Cost**

- Five (5) year contract term with an option to extend for two (2) additional years at a cost of \$24,200.00 per month.
- Seven (7) year contract term with an option to extend for two (2) additional years at a cost of \$23,600.00 per month.
- Ten (10) year contract term with an option to extend for two (2) additional years at a cost of \$22,700.00 per month.
- An annual cost of living adjustment will apply to all of the above options.
- Revised Route (per NES map) & Current Service Frequency.
- ***This proposal is based on the redesigned street sweeping route, color coded map prepared by NES and provided to the City.***

NES looks forward to providing street sweeping services to the City of Huntington Park. If you have any questions, please feel free to contact me at (562) 860-0604 or Nejteh Der Bedrossian at (562) 254-0205. Thank you for your consideration.

Sincerely,



Ani Samuelian  
Vice President

# **ATTACHMENT "C"**

Contract with Nationwide Environmental Services

**STREET SWEEPING SERVICES AGREEMENT**  
**BETWEEN THE**  
**THE CITY OF HUNTINGTON PARK, CALIFORNIA**  
**AND**  
**JOE'S SWEEPING, INC., A CALIFORNIA CORPORATION**  
**DBA NATIONWIDE ENVIRONMENTAL SERVICES**



## **STREET SWEEPING SERVICES AGREEMENT**

THIS AGREEMENT (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 (the “Agreement Date”) by the City of Huntington Park, a municipal corporation organized under the laws of the State of California (hereafter “City”), and Joe’s Sweeping, Inc., a California Corporation dba Nationwide Environmental Services, (hereafter “Contractor”). City and Contractor are sometimes hereafter individually referred to as a “Party” and collectively referred to as the “Parties.”

NOW, THEREFORE, the Parties agree as follows:

### **ARTICLE I** **DEFINITIONS**

1.1 **DEFINITIONS.** The following capitalized names and terms shall have the meanings set forth below:

“Affiliate” means any individual, firm or corporation associated with the Contractor.

“Agreement” means this Street Sweeping Services Agreement between the City and the Contractor, including Appendix A1, Appendix A2, Appendix B, Appendix C, Appendix D1, and Appendix D2, which is attached hereto and incorporated as part of this Agreement by this reference.

“Agreement Date” means the date first set out in the introductory paragraph of this Agreement. Said date shall be for reference purpose only.

“Agreement Services” means the services Contractor is to provide for street sweeping services in the City of Huntington Park in the manner provided for in this Agreement.

“Applicable Law” means any law, rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the Agreement Services; the Contractor Operating Assets; or any other transaction or matter contemplated hereby including any of the foregoing which concerns health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum wages, and further including the City Municipal Code and which Governmental Body exercises any jurisdiction over the services to be provided under this Agreement or the conditions in the City for which the services are required.

“Change in Law” means any of the following events or conditions which have a quantifiable material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, management, operation or maintenance of the Contractor Operating Assets or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after the Agreement Date of any Applicable Law; or

(2) the order or judgment of any Governmental Body, on or after the Agreement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

“City” means the City of Huntington Park, a California municipal corporation as it now exists or as its boundaries may from time to time be changed.

“City Code” means the Huntington Park Municipal Code, as the same may be amended, supplemented or modified from time to time.

“City Indemnified Parties” has the meaning specified in Section 10.1 hereof.

“Commercial Premises” means any building or site in any zone of the City, from which any business, service, non-profit, governmental, institutional, commercial or industrial activity is conducted, including without limitation motels, hotels, recreational vehicle parks, restaurants, professional offices, clubhouses, places of entertainment, manufacturing plants, and private schools.

“Contract Sum” means the amount due Contractor by the City for each twelve (12) month period of Agreement Services under this Agreement, commencing with the date Contractor begins to provide services under this Agreement.

“Contractor” means Joe’s Sweeping, Inc., a California Corporation dba Nationwide Environmental Services, and its successors and assigns as permitted hereby.

“Contractor Operating Assets” means all real and personal property of any kind, which is owned, leased, managed or operated by or under contract to the Contractor for providing the Agreement Services, including without limitation vehicles, maintenance and storage facilities, administrative facilities and other equipment, machinery, parts, supplies and tools.

“Default Notice” has the meaning specified in Section 8.2(A) hereof.

“Director of Public Works” means the official designated as the Director of Public Works of the City or his/her authorized designee.

“Event of Default” has the meaning specified in Section 8.2(A) hereof.

“Fees-And-Costs” means reasonable fees and expenses of employees, attorneys, accountants, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and expenses of any Legal Proceeding.

“Final Determination” means a judgment, order or other determination in any Legal Proceeding which has become final after all appeals or after the expiration of all time for appeal.

“Governmental Body” means any federal, state, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

“Insurance Requirement” means any rule, regulation, code, or requirement issued by any insurance rating bureau or any body having similar functions or by any insurance company which has issued a policy with respect to the Contractor Operating Assets or the Agreement Services.

“Legal Proceeding” means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

“Legal Requirement” means all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders, as may be amended from time to time including, without limitation, the South Coast Air Quality Management District Rule 1186, the California Occupational Safety and Health Act (Cal. Labor Code § 6300 et. seq.), the Federal Occupational Safety and Health Act (29 U.S.C. § 651 et. Seq.), the California Regional Water Quality Board, Los Angeles Regional Order No. 01-182, National Pollution Elimination System Permit No. CAS004001, Water Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the incorporated Cities therein, except the City of Long Beach.

“Loss-and-Expense” means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, claim, demand, charge, tax, or expense, including all Fees-And-Costs.

“Owner” means the person holding the legal title or having a right to possession to the real property constituting the City public streets and rights-of-way for which the Agreement Services are provided or required to be provided hereunder.

“Requirements” means all permits, licenses, approvals, authorizations, consents, and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contractor Operating Assets or the performance of any obligation under this Agreement or the matters covered hereby.

“State” means the State of California.

“Subcontractor” means an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Agreement Services.

“Suspension Notice” has the meaning specified in Section 8.2(E) hereof.

“Sweeping Waste” means materials and debris collected from the City public streets and rights-of-way by Contractor’s sweepers or Contractor’s Personnel pursuant to this Agreement.

“Term” has the meaning specified in Article IX hereof.

“Ton” means a “short ton” of 2,000 pounds.

“Uncontrollable Circumstance” means only the following acts, events or conditions, whether affecting the City or the Contractor, to the extent that it materially and adversely affects the ability of either Party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either Party:

(1) An act of God (but not including reasonably anticipated weather conditions for the geographic area of the City), hurricane, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, or civil disturbance;

(2) The failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Contractor Operating Assets are located to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Contractor Operating Assets, which are required for the performance of the Agreement Services and which directly results in a delay or curtailment of the performance of the Agreement Services; and

(3) It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstances: (a) general economic conditions, interest or inflation rates, or currency fluctuation or changes in the cost of fuel, commodities, supplies or equipment; (b) changes in the financial condition of the City, the Contractor or any of its Affiliates or any Subcontractor affecting their ability to perform their obligations; (c) the consequences of errors, neglect or omissions by the Contractor, any of its Affiliates or any Subcontractor in the performance of the Agreement Services; (d) the failure of the Contractor to secure patents or licenses in connection with the technology necessary to perform its obligations hereunder; (e) union work rules, requirements or demands which have the effect of increasing the number of employees employed in connection with the operation or otherwise increase the cost to the Contractor of providing the Agreement Services; (f) strikes, work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor or any of the Contractor’s Subcontractors or suppliers in connection with the Agreement Services; (g) any failure of any subcontractor or supplier to furnish labor, materials, service or equipment for any reason; (h) equipment failure in any of the Contractor Operating Assets; or (i) any act, event or circumstance occurring outside of the United States.

1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References. The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms refer to this Agreement, and the term “hereafter,” means “after,” and the term “heretofore” means before the date of execution of this Agreement.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words of the feminine gender mean and include correlative words of the masculine and neuter genders, and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words denoting persons, firms, companies, associations, general Partnerships, limited partnerships, trusts, business trusts, corporations, non-profit corporations and other legal entities, including Governmental Bodies, as well as individuals.

(D) Headings. Any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the transactions contemplated by this Agreement and nothing in this Agreement is intended to confer on any person other than the Parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Reference to Days. All references to days herein are to calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided.

(G) Counterparts. This Agreement may be executed in any number of original counterparts each of which shall be deemed to be the original and all of which together shall constitute one and the same instrument.

(H) Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of California.

(I) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be determined to be invalid by any court of competent jurisdiction, then the Parties shall promptly meet and negotiate a substitute for such clause, provision, section or Article which shall, to the greatest extent legally permissible, affect the intent of the Parties therein. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(J) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

**ARTICLE II**  
**REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR**

2.1 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR. The Contractor, by acceptance of this Agreement, represents and warrants that:

(A) Existence and Powers. The Contractor is duly organized and validly existing as a California Corporation under the laws of the State of California, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Contractor has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Contractor and constitutes the legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Contractor of this Agreement nor the performance by the Contractor of the obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulations applicable to the Contractor; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the Contractor) or instrument to which the Contractor is a Party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under: any such judgment, decree, agreement or instrument, or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the Contractor.

(D) No Litigation. There is no action, suit or other proceeding as of the Agreement Date, at law or in equity, before or by any court or governmental authority, pending or, to the Contractor's best knowledge, threatened against the Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Contractor of its obligations hereunder or by the Contractor under any such other agreement or instrument.

(E) No Legal Prohibition. The Contractor has no knowledge of any Applicable Law in effect on the Agreement Date which would prohibit the performance by the Contractor of this Agreement and the transactions contemplated hereby.

(F) Information Supplied by the Contractor. The information supplied by the Contractor in all submittals made in connection with negotiation and execution of this Agreement is correct and complete in all material respects.

### **ARTICLE III**

#### **ASSIGNMENT AND TRANSFER**

3.1 GENERAL. Contractor shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement (collectively referred to as an "Assignment") to any other person without the prior approval by the City Council. The City Council has unfettered discretion to approve or deny such an Assignment. Any such Assignment

made without the approval by the City Council shall be void and the attempted Assignment shall constitute a material breach of this Agreement.

3.2 ASSIGNMENT TO BE BROADLY INTERPRETED. For purposes of this Section, the term “Assignment” shall be given the broadest possible interpretation, and shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor’s assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of any membership interest of Contractor to a third party; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor or any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor’s property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

3.3 NATURE OF AGREEMENT – PERSONAL TO CONTRACTOR. Contractor acknowledges that this Agreement involves rendering a vital service to City’s residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor’s experience, skill and reputation for conducting its Street Sweeping Services in a safe, effective and responsible fashion at all times, in keeping with applicable Environmental Laws and regulations, and (2) Contractor’s financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

3.4 PROCEDURE FOR CONSIDERATION OF ASSIGNMENT. If Contractor requests City’s consideration of and consent to an Assignment, the City Council may deny, approve or conditionally approve such request in its sole and absolute discretion. Under no circumstances shall City be obliged to consider any proposed Assignment if Contractor is in default at any time during the period of consideration. Should the City consent to any Assignment request, such Assignment shall not take effect until all conditions relating to the City’s approval have been met. Any request for an Assignment shall be made in a manner to be prescribed by the City Manager, and no request by Contractor for consent to an Assignment need be considered by City unless and until Contractor has met (or with respect to matters that would only occur upon completion of the Assignment if approved, made reasonable assurances that it will meet) the following requirements.

(A) Contractor shall undertake to pay City its reasonable direct and indirect expenses, including administrative, investigative, consulting, and attorneys’ fees and costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such Assignment (collectively the “Administrative Assignment Fee”). A non-refundable payment in an amount not to exceed \$5,000.00 towards the Administrative Assignment Fee shall be paid to the City prior to City’s consideration of any Assignment request.

(B) If requested to do so, Contractor shall furnish City with certified financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

(C) Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least five (5) years of Street Sweeping experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its Street Sweeping operations due to any significant failure to comply with state, federal or local laws, including the Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Street Sweeping practices in accordance with sound Street Sweeping practices in full compliance with all federal, state and local laws regulating the Street Sweeping services, including Hazardous Substances; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

(D) The proposed assignee shall execute an agreement assuming all of Contractor's rights and liabilities under this Agreement.

#### **ARTICLE IV** **SERVICES**

##### **4.1 SERVICES.**

(A) Services Provided & Sweeping Schedule. In compliance with all terms and conditions of this agreement, the Contractor shall provide the following sweeping services (as reflected in current street sweeping route schedule and attached hereto as Appendix "A1," which is incorporated by reference):

Downtown Streets: 7 days per week, 10:00 PM – 6:00 AM

Arterial Streets: 6 days per week, 10:00 PM – 6:00 AM

Raised Medians: 1 Time per week, 10:00 PM – 6:00 AM

Painted Medians: 1 Time per week, 10:00 PM – 6:00 AM

Major Intersections: 1 Time per week, 10:00 PM – 6:00 AM

Residential Streets: 1 Time per week, 7:00 AM – 4:00 PM

Alleys: 1 Time per week, 7:00 AM – 4:00 PM

Parking Structures: Twice per week

City Owned Parking Lots: Twice per week

(B) Holidays and Inclement Weather. No sweeping shall be performed on the following City-recognized holidays; New Year's Day, Martin Luther King Day, Memorial



Day, Fourth of July, Labor Day, Thanksgiving Day and the Day after, and Christmas Day. Nor shall sweeping be performed when, in the sole opinion and discretion of the Director of Public Works or designated representative, inclement weather prevents effective street sweeping. Areas that are not swept on holidays or due to inclement weather need not be swept until the next regularly scheduled sweeping day for the unswept areas. The Contractor shall perform all extra work caused by inclement weather without additional charge to the City.

(C) Adherence to Sweeping Schedule. If scheduled sweeping is not performed for any reason other than inclement weather or holiday (for example, due to an equipment breakdown), the Contractor must provide the necessary equipment and personnel to adhere to the sweeping schedule within two hours.

(D) Workmanlike Manner of Performance. All work done by or required of Contractor shall be done in a workmanlike manner and in accordance with those standards which are considered to be good street sweeping practices. All pavement, flat surfaces and edges, shall be swept clean of paper, glass, dirt, sand, rocks, litter and debris, including any clumps of dirt with or without minor vegetation which can obstruct the flow of water in the gutter. This shall include, but not be limited to, sweeping through standing water rather than around and making as many passes on a given portion of a street as is necessary to clean it. Debris that cannot be swept by mechanical sweepers shall be manually picked up.

(E) Restriction of Sweeping Hours. Street sweeping services shall be restricted adjacent to school properties between the hours of 8:00 a.m. to 9:00 a.m. and 2:00 p.m. to 3:00 p.m.

(F) Disposal of Sweeping Waste. The Contractor shall be responsible to transport all Sweeping Waste(s) collected pursuant to this Agreement to the City of Huntington Park Public Works Yard located at 6900 Bissell Street, Huntington Park, CA 90255. The City shall be responsible for all disposal, handling, loading, and hauling fees.

(G) Additional Services. The Contractor shall perform services in addition to those specified in Appendix B when directed to do so by the City. These additional services will include, but not be limited to, new streets, new medians or new alleys, and new City-owned parking lots. However, Contractor shall not be required to perform any additional services without additional compensation. The additional compensation shall be based on the cost for additional services as set forth in Appendix D1. Any additional compensation not exceeding 5% of the Contract Sum for the month such services are provided may be approved by the City Manager or his/her designee. Additional compensation for additional services which exceeds 5% of the Contract Sum requires City Council approval and conveyance of said approval to Contractor in writing prior to the performance of any such additional services.

(H) City Sponsored Events. Contractor shall provide sweeping services for eight (8) City-sponsored or supported non-profit events on an annual basis. The area, type and service requirements for these events may vary from year to year. This service shall include, but not be limited to, streets, medians or alleys, and City-owned parking lots involved in the City-sponsored or supported non-profit events. Contractor shall provide these services at no cost to the City or the event sponsors.

(I) Emergency Services During Work Hours. During regular work hours, Monday to Friday from 7:00 A.M. to 4:00 P.M., the City, through the Director of Public Works or his designee, may call upon the Contractor to respond to an emergency situation that requires immediate street sweeping services. These situations may include, but are not limited to, spill of non-hazardous waste and debris, debris of accidents involving automobiles, storms, floods, and others. The Contractor is required to respond to these emergency services requests within two (2) hours of notification time. The total compensation for any emergency services during work hours shall be based on the unit cost (\$/hour), as specified in Appendix D1, times the total actual work hours. Failure to respond within the designated time will result in penalty as outlined in Section 6.4(C) of this Agreement.

(J) Emergency Services After Work Hours. During weekends, holidays and after work hours (Monday to Friday, 4:00 P.M. to 7:00 A.M.), the City Director of Public Works or his designee may call upon the Contractor to respond to an emergency situation that requires immediate street sweeping services. These situations may include, but are not limited to, spill of non-hazardous waste and debris, debris of accidents involving automobiles, storms, floods, and others. The Contractor is required to respond to these emergency services requests within two (2) hours of notification time. The total compensation of any emergency services during off-work hours shall be based on the unit cost (\$/hour), as specified in Appendix D1, times the total actual work hours. Failure to respond within the designated time will result in penalty as outlined in Section 6.4(C) of this Agreement.

#### 4.2 GENERAL REQUIREMENTS RELATING TO COLLECTION.

(A) Clean Up. The Contractor shall cause all spills of street sweeping related waste(s) occurring during operation to be cleaned up immediately upon the occurrence of the spill. Contractor shall secure all waste chambers on sweepers.

(B) Employees Behavior and Dress. The Contractor shall take all steps necessary to ensure that its employees performing sweeping services conduct themselves in a professional workmanlike manner, and as quietly as possible. All such employees shall at all times of employment be dressed in clean uniforms with suitable identification. No employee may remove any portion of his or her uniform while working. The style and appearance of employee uniforms shall be subject to the approval of the City.

(C) Fees and Gratuities. The Contractor shall not, nor shall permit any agent, employee or subcontractor employed by it, to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for street sweeping services, except for the compensation set out at Article VII of this Agreement.

#### 4.3 DISPOSAL.

(A) Disposal of Street Sweeping Debris. The Contractor shall be responsible to transport all Sweeping Waste(s) collected pursuant to this Agreement to the City of Huntington Park Public Works Yard located at 6900 Bissell Street, Huntington Park, CA 90255. The City shall be responsible for all disposal, handling, loading, and hauling fees.

(B) Disposal Records. The Contractor shall provide the City the daily load count from street sweeping operations on a monthly basis.

## **ARTICLE V**

### **OPERATING ASSETS**

#### **5.1 CONTRACTOR OPERATING ASSETS.**

(A) Obligation to Provide. The Contractor shall acquire and maintain, at its own cost and expense, Contractor Operating Assets which in number, nature and capacity shall be sufficient to enable the Contractor to provide the Agreement Services in accordance with the terms hereof. The Contractor shall provide and maintain during the entire period of the contract a fleet of vacuum sweepers as appropriate for meeting all requirements of this Agreement and all regulatory requirements of outside agencies (such as the South Coast Air Quality Management District Rules 1186 & 1186.1). All Sweepers shall be equipped with two-way radios capable of maintaining communication with the Contractor's field supervisor, or each sweeper operator shall have a working cellular telephone at which the Contractor's management staff or field supervisor can reach the operator. A sufficient number of back up "standby" Sweepers of the same model shall be available at all times to ensure uninterrupted services in case of mechanical breakdowns.

(B) Vehicle and Equipment Identification. The Contractor's name, local phone number and vehicle or equipment number shall be visibly displayed on both sides of its vehicles or other collection equipment used by the Contractor as required by the Huntington Park Municipal Code. No other signs or markings shall be placed on the Contractor's vehicles or other collection equipment without the prior approval of the City except signs or markings relative to use of such equipment including traffic safety signs or markings or instructions regarding filling or placement of collection bins.

(C) Vehicle Specifications, Maintenance and Appearance. All vehicles used by the Contractor in providing the Agreement Services shall be registered with the Department of Motor Vehicles of the State of California, shall be approved by the City, shall be kept clean and in top mechanical condition, and shall be uniformly painted. Vehicles used to collect or transport Sweeping Waste shall be kept covered at all times except when such material is actually being loaded or unloaded or when the vehicles are moving along a cleaning route in the course of sweeping. Any cover or screen shall be so constructed and used that waste shall not blow, fall or leak out of the vehicle onto the street. Street sweeping vehicles shall be washed at least once every seven (7) days and cleaned and painted as required to maintain a like-new appearance. No advertisement or other display shall be carried on any collection vehicle without the written approval of the City. Contractor has agreed to purchase at least two (2) model year 2014 street sweeping vehicles powered by Compressed Natural Gas ("CNG") which Contractor must use to provide the Agreement Services. Backup street sweeping vehicles used in the performance of this Agreement must be CNG powered vacuum street sweepers manufactured on or after model year 2010. In addition to being powered by CNG, all vehicles will comply with the low emission requirement of the South Coast Air Quality Management District (SCAQMD), especially Rules 1186 & 1186.1 and shall be of the approved make/model by SCAQMD. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The City's representative shall have the right to cease Contractors operations immediately, upon inspection of any vehicle/sweeper deemed unsafe or unsatisfactory during performance of the contract. The equipment used by the Contractor in performance of this Agreement shall be properly maintained, both in condition and appearance, and have sweeping capability so as to

ensure a high level of street sweeping services. The Contractor shall have the ability in-house to perform all necessary repairs on such equipment. Upon written request from the City, the Contractor shall provide equipment maintenance and repair logs within 10 days from the date of request. During the life of this Agreement, no sweeper shall be more than ten (10) years old.

(D) Intentionally Left Blank.

(E) Inventory of Operating Assets. The Contractor shall furnish the City with an inventory of Contractor Operating Assets used by the Contractor to provide the Agreement Services under this Agreement, and shall update the inventory so provided annually or within five (5) business days of a change in a piece of equipment. Such inventory shall indicate the type, capacity, license number, vehicle identification number (VIN), proof of insurance for each vehicle and location of each piece of equipment, and the date of acquisition and disposition that will be involved in each element of the services provided to the City by the Contractor. The Contractor shall report to the City within five (5) business days of any event that brings any changes resulting in significant increases or decreases in fuel economy or emissions.

5.2 OPERATION AND MAINTENANCE OF THE OPERATING ASSETS. The Contractor, at its cost and expense, shall at all times operate, or cause to be operated, the Contractor Operating Assets properly and in a sound and economical manner; shall maintain, preserve, and keep the Contractor Operating Assets or cause the same to be maintained, preserved and kept in good repair, working order and condition; shall staff the Contractor Operating Assets with the appropriate number of hourly and salaried employees consistent with good management practice; and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Contractor Operating Assets may be properly and advantageously conducted. The Contractor shall maintain the safety of the Contractor Operating Assets at a level consistent with Applicable Law, the Insurance Requirements, and prudent street sweeping management practices.

5.3 COMPLIANCE WITH APPLICABLE LAW. The Contractor shall comply with the City of Huntington Park Municipal Code and all other Applicable Law(s), shall obtain and maintain all Legal Entitlements required for the Contractor Operating Assets and the Agreement Services, and shall comply with all valid acts, rules, regulations, orders and directions of any Governmental Body applicable to the Contractor Operating Assets and the Agreement Services provided hereunder. The Contractor shall keep all records indicating compliance required by the Federal Immigration and Control Act of 1986 and shall make such records available for inspection by the City upon request. All equipment and services rendered under this Agreement shall comply with the SCAQMD Rules 1186 and 1186.1

5.4 TAXES AND UTILITY CHARGES. The Contractor shall pay all Taxes lawfully levied or assessed upon or with respect to the Contractor Operating Assets or the Agreement Services, or upon any part thereof or upon any revenues of the Contractor therefrom, and provide and pay the cost of all utilities necessary for the operation of the Contractor Operating Assets and the provision of the Agreement Services, when the same shall become due.

5.5 INSURANCE. The Contractor shall at all times during the Term of this Agreement, at its own cost and expense, obtain and maintain insurance meeting the requirements set forth in Appendix C hereto on all the Contractor Operating Assets. If any useful part of the

Contractor Operating Assets shall be damaged or destroyed, the Contractor shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use to the extent required to perform the Agreement Services in accordance with this Agreement.

## **ARTICLE VI**

### **GENERAL REQUIREMENTS**

6.1 **PROJECT MANAGER.** The City and the Contractor have each designated in writing a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Project Manager"). The City's Project Manager shall be the Director of Public Works, the City Manager or designated representative. The Contractor's Project Manager shall be Ani Samuelian/Vice President and/or Nejteh Der Bedrossian/Operations Manager. The Contractor shall not change this designation without prior approval of the City, excluding cases of termination of the employee. The Contractor's Project Manager shall meet with the City as necessary to effectuate the purposes of the Agreement. The Contractor's Project Manager shall contact the Department of Public Works daily to review the schedule of work, citizen complaints, and adequacy of performance. The Contractor's Project Manager shall submit such reports as the City may require to insure compliance with scheduled work including but not limited to daily reports regarding citizen complaints and the load count of debris collected by sweepers.

#### 6.2 **PUBLIC ACCESS TO THE CONTRACTOR.**

(A) **Office Facility.** The Contractor shall establish and maintain, at all times during the duration of this Agreement hereof, an office at the Contractor's main headquarters where the Contractor can respond to complaints and requests for services. The Contractor's office hours shall be, at a minimum, from 7:00 a.m. to 4:00 p.m. daily, except Saturdays, Sundays and holidays.

(B) **Availability of Representatives.** A representative of the Contractor shall be available at the Contractor's office during office hours for communication with the Director of Public Works or the public. The Contractor's representative must have the capability of responding in English and Spanish to communicate with the Director of Public Works and the public. The Contractor's office shall be accessible by a toll-free "800" telephone number for customer service. At the Contractor's expense, the toll-free telephone number shall be listed in the Huntington Park White Pages telephone directory under the Contractor's name and shall be prominently displayed on Contractor's street sweeping equipment. Said toll-free phone number shall also be posted on the Contractor's web site and the City's web site.

(C) **Emergency Telephone Number.** The Contractor shall maintain an emergency telephone number for use during other than normal business hours. The Contractor shall have a representative, or an answering service to contact such representative, available at the emergency telephone number during all hours other than normal office hours. At the Contractor's expense, the emergency telephone number shall be listed in the Huntington Park White Pages telephone directory under both the Contractor's name and the City's name and shall be prominently displayed on Contractor's street sweeping equipment. Said emergency telephone number shall also be posted on the Contractors web site and the City's web site.

### 6.3 INCIDENTAL ITEMS.

(A) Water. The Contractor shall utilize sufficient water provided by the City at no cost for use in street sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to the Contractor from fire hydrants, the use of which has been approved by the Director of Public Works. The Contractor shall comply with all rules and regulations of the City of Huntington Park relating to the use of water. Failure to comply may result in the City's refusal to furnish water to the Contractor for up to the duration of this Agreement.

### 6.4 SERVICE COMPLAINTS.

(A) Complaints Concerning Contractor. Complaints brought to Contractor's attention including noise complaints prior to 3:00 p.m. will be investigated and resolved that same day and complaints brought to Contractor's attention after 3:00 p.m. will be investigated and resolved before noon on the following day. Complaint forms will be completed for each complaint including the steps taken to resolve the complaint. Copies of the complaint shall be provided to the City for record keeping purposes and quality control.

(B) Required Response to Complaints. The Contractor, within twenty-four (24) hours of its receipt of notice from the Director of Public Works of a failure to provide Agreement Services as required by this Agreement, shall complete such Street Sweeping Services in a manner that does not interfere with the normal operations of the areas.

(C) Quality Control. The Quality Control Supervisor shall complete daily inspections to ensure contract compliance.

(D) Damages for Service Related to Performance Failures. The Director of Public Works shall levy penalties in the amounts listed below for Contractor's failure to perform in the manner required by this Agreement. The Director of Public Works' decision to levy any such penalties shall not be deemed an election of remedies but shall be cumulative with any other remedies provided for in this Agreement. The Director of Public Works' decision to not levy any such penalties shall not be deemed a waiver of any breach by the Contractor under this Agreement. The Director of Public Works may assess penalties against the Contractor in the form of deductions withheld from the Contractor's compensation. The Director of Public Works will provide the Contractor with five (5) days written notice of any proposed penalty. The City will have sole discretion to determine unsatisfactory service indicators and penalty amounts annually when the City conducts an annual review of Contractor's performance and quality of service.

As a material inducement for the City to enter into this agreement, Contractor agrees to be bound by the following penalty schedule and terms:

(1) Failure to correct deficiency(ies) (not satisfactorily cleaned) within forty eight (48) hours of notice of the deficiency(ies): \$25.00 per occurrence.

(2) Failure to clean up spillage or litter (including leakage from vehicles) within two (2) hours of report: \$50.00 per occurrence.

(3) Assessment when Contractor receives more than twenty-five (25) complaints in one month: \$100.00 per month.

(4) Penalty assessed for past due monthly reports shall be as follows: if the report is 30 days late, the penalty shall be \$25.00; if the report is 60 days late, the penalty shall be \$50.00; if the report is 90 days late, the penalty shall be \$75.00; if the report is 120 days late, the penalty shall be \$100.00. Penalties assessed for past due reports may be waived at the discretion of the City Manager. Waiver of such penalties does not result in the City's ability to use such documented penalties in consideration of suspension or termination of services under this Agreement.

(5) Failure to record a response to a customer complaint or request within twenty-four (24) hours of resolution: \$25.00 per occurrence; each additional twenty-four (24) hour period prior to correction or service: \$25.00 per occurrence.

(6) Equipment used within the City in connection with providing the Agreement Services not maintained to City standards: \$25.00 per daily occurrence.

(7) Failure to Respond to Emergency Calls Within 2 Hours During Working Hours: A penalty in the amount of \$100.00 per occurrence.

(8) Failure to Respond to Emergency Calls Within 2 Hours During Off-Work Hours: A penalty in the amount of \$100.00 per occurrence. The Director of Public Works shall give the Contractor written notice of penalties levied pursuant to this Section. Any such damages shall be deducted from the next monthly compensation payable by the City to the Contractor.

The City and the Contractor acknowledge that consistent, efficient operation is of the utmost importance to the residents of the City and that the City has considered and relied on Contractor's representations as to its quality of service commitment in entering into this Agreement. The City and Contractor further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and, further, Contractor acknowledges that City is relying on Contractor's representations concerning the equipment, its maintenance and condition and the quality of performance of the service as material inducements for entering into this Agreement.

## 6.5 PROMOTIONS.

(A) News Media Relations. The Contractor shall notify the City by facsimile of all requests for news media interviews related to this Agreement within twenty-four (24) hours. Before responding to any inquiries involving this Agreement, the Contractor will discuss a proposed response with the City. Notification should be sent to: Director of Public Works, Fax (310) 639-6957.

Copies of draft news releases or proposed trade journal pictures or articles shall be submitted to the City for prior review and approval at least five (5) working days in advance of release. Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) days after publication.

## 6.6 RECORDS.

(A) Maintenance Records. Contractor shall keep such books and records as shall be necessary to meet all reporting requirements under the law, to perform the services required by this Agreement and enable the Director of Public Works or designated representative to evaluate the performance of those services. The Director of Public Works or designated representative shall have full and free access to such books and records at all reasonable times including the right to inspect, copy, audit and make records and transcripts from the records.

(B) Ownership of Documents. Reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Director of Public Works or designated representative or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use at its own expense. Contractor shall have an unrestricted right to use the intellectual and business concepts embodied therein.

(C) Release of Documents. Reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall not be released publicly by the Contractor without the prior written approval of the Director of Public Works. City may publicly release any or all of the drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of this Agreement as it desires or is required to release by law.

6.7 REPORTS. The Contractor shall be required to supply, keep, and make available upon request all information and data needed to comply with the City's reporting requirements.

(A) Dumping. Contractor shall provide daily load counts on a monthly basis.

(B) Service Reports. Contractor will submit a monthly report which will include number of complaints, additional services, emergency services and load count.

(C) Audits. The Contractor shall allow the City to conduct an independent audit of its operations annually for the preceding 12-month period. The City shall select the independent firm which will conduct the audit. Audits will include but not be limited to labor, materials, fuel, disposal, insurance and other operational practices and costs. In the event of dispute or financial irregularities reported by other entities, City reserves the right to conduct an audit of the Contractor's financial and accounting records. The City shall pay for the costs associated with the subject audits.

(D) Monthly Review of Performance and Quality of Service. At City's sole option, City may conduct annual monthly review of the Contractor's performance and quality of service. The review shall include, but shall not be limited to, services provided, complaints, recommended amendments to the Agreement and developments in the law. The reports required by this Agreement shall be utilized as the basis for review. Additional documentation may be requested.



In addition, any resident may submit comments or complaints during the review period, either orally or in writing, and these may be considered. If any noncompliance with this Agreement is found, City may direct Contractor to correct the inadequacies and City may pursue all other legal and equitable remedies.

(E) Verification. The City reserves the right to verify any information supplied by the Contractor. The Director of Public Works or designated representative, or his authorized designee, may inspect operational records of the Contractor at any reasonable time for any purpose relevant to the performance of the contract provisions.

6.8 RULES AND REGULATIONS. The Director of Public Works and Contractor, upon mutual agreement, shall establish rules and regulations relating to the street sweeping services not inconsistent with the provisions of this Agreement, provided such rules and regulations are found to be reasonably necessary by the Director of Public Works for enforcement of the provisions of this Agreement, or any and all Applicable Laws, and for the preservation of the public peace, health and safety.

6.9 SUBCONTRACTORS. The Contractor shall not utilize any subcontractors for the performance of the Agreement Services except with the written consent of the City, which may be withheld or delayed in its sole and absolute discretion. In the event subcontractors are utilized, the Contractor shall provide the City with direct access to a designated representative from the subcontractor, such designation not to be changed without prior approval of the City, except in cases of termination of the employee. The Parties acknowledge that the City's direct contact with any subcontractors in no way eliminates the Contractor's responsibility to fulfill its obligations under this Agreement.

## **ARTICLE VII** **COMPENSATION**

7.1 COMPENSATION. This compensation schedule shall be titled "Compensation and Payment Schedule for the New Street Sweeping Route," and if approved by the City, then shall be incorporated as Appendix D2 to this Agreement. Upon the City's approval of the New Street Sweeping Route and Compensation and Payment Schedule for the New Street Sweeping Route, the Contractor shall submit monthly invoices for services provided in accordance with Appendix D2. The invoices shall include the monthly cost for regular street sweeping services and a detailed breakdown of extra services and their cost in accordance with the following schedule:

- (A) Regular street sweeping services
- (B) Additional street sweeping services
- (C) Emergency services during work hours
- (D) Emergency services after hours

Until the implementation of the Compensation and Payment Schedule for the New Street Sweeping Route to be incorporated as Appendix D2, Contractor shall submit monthly invoices

for services provided in accordance with the Compensation and Payment Schedule for the Current Street Sweeping Route in Appendix D1.

**7.2 INTENTIONALLY LEFT BLANK.**

**7.3 ANNUAL CPI ADJUSTMENTS.** On August 1 2015, and each August 1 of every year thereafter during the Term hereof (including any extensions), Contractor shall be entitled to an annual increase to the monthly sweeping service compensation amount listed in items 1-4 of the Approved Compensation and Payment Schedule set forth in Appendix D of this Agreement. The adjustment shall be (a) an amount equal to the percentage change in the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County, CA (1982-84=100) ("CPI") issued by the U.S. Department of Labor for the 12 month period preceding the first day of July of each year during the term of this Agreement, or (b) five percent (5%), whichever is less.

**ARTICLE VIII**  
**DEFAULT, TERMINATION FOR CAUSE AND DISPUTE RESOLUTION**

**8.1 TERMINATION FOR CONVENIENCE.** After the initial eighteen (18) months of the initial Term of this Agreement, the City may terminate this Agreement prior to the expiration of the Term at any time for convenience and without cause by giving the Contractor a minimum of one hundred twenty (120) days prior written notice. In the event of such termination for convenience, the Contractor shall be compensated only for those services and tasks which have been completed or performed by the Contractor up to the effective date of the termination. Nothing in this Section shall be interpreted to require the City to provide a minimum of one year's prior written notice for purposes of declining to extend the Agreement beyond the initial Term or beyond the expiration of any subsequent one-year extension term; it shall suffice that City communicate its intention not to extend the Agreement for any Subsequent extension term at any time prior to the expiration of the initial Term (as provided for in Section 9.1, below) or prior to the expiration of any preceding one-year extension term (as provided for in Section 9.1, below). The Contractor may not terminate this Agreement except for cause as provided under Section 8.3, below. If this Agreement is terminated as provided herein, the City may, to the extent applicable, require the Contractor to provide all finished or unfinished documents, data and reports, and other information of any kind prepared by the Contractor in connection with the performance of the Work. The Contractor shall be required to provide such documents within fifteen (15) calendar days of the City's written request. No actual or asserted breach of this Agreement on the part of the City pursuant to Section 8.3, below, shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement for convenience as provided under this Section.

**8.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT.**

(A) In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the

Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable authorized cure period set forth under Sections 8.3(B) and 8.3(C) below. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable authorized cure period or any extended cure period allowed under this Agreement. If this Agreement does not specify a period of time by which the performance of a particular duty, obligation, service or task to be performed by the Contractor shall be considered untimely and thereafter become an Event of Default, the deadline period shall be deemed to be a period that is not more than fourteen (14) calendar days from the date of the City's written demand that such duty, obligation, service or task be performed by the Contractor.

(B) The Contractor shall cure each of the following varieties of Events of Defaults within the following applicable cure periods.

(1) Within ten (10) calendar days of the City's issuance of a Default Notice for any failure of the Contractor to timely provide the City or the City's employees or agents with any information and/or written reports, certifications, plans, information, data, documentation or written work product which the Contractor is obligated to provide to the City or the City's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, the Contractor may submit a written request for additional time to cure the Event of Default upon a showing that the Contractor has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the initial 10-day cure period. The foregoing notwithstanding, the City shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 8.3(B)(1) that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

(2) Within ten (10) calendar days of the City's issuance of a Default Notice for any failure of the Contractor to timely pay any sums owed to the City under this Agreement (CITY shall be under no obligation to consider or grant any extension of time for the payment of past due sums owed to the City under this Agreement); or

(3) Within (10) calendar days of the City's issuance of a Default Notice for any failure of the Contractor to procure or maintain the policies of insurance required under this Agreement or the Contractor's failure to timely provide proof of such insurance to the City as required under this Agreement (City shall be under no obligation to consider or grant any extension of time for any failure to procure or maintain required policies of insurance); or

(4) Within thirty (30) calendar days of the City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, the Contractor may submit a written request for additional time to cure the Event of Default upon a showing that the Contractor has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, the City shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 8.3(B)(4) that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

(C) Sections 8.3(A) and 8.3(B) of this Agreement notwithstanding, the Parties acknowledge, understand and agree that an Event of Default under this Agreement shall also include, but shall not be limited to, the following specific varieties of default.

(1) The Contractor's taking of the benefit of any present or future insolvency statute, or general assignment for the benefit of creditors, or the Contractor's filing of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for the Contractor's reorganization or the readjustment of the Contractor's indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or the Contractor's consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the Contractor's property; or

(2) By order or decree of a court, the Contractor is adjudged bankrupt or an order shall be made approving a petition filed by any of the Contractor's creditors or by any of the stockholders of the Contractor, seeking the Contractor's reorganization or the readjustment of its indebtedness under Federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or

(3) By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor; or

(4) The Contractor becomes the subject of or a party to any regulatory enforcement action brought by any federal, State or local governmental agency in connection with its performance of street sweeping services under this Agreement; or

(5) The Contractor's failure to procure or maintain any and all licenses, permits or other like governmental authorizations required for the Contractor to perform the street sweeping services contemplated under this Agreement.

(D) City shall cure any Event of Default asserted by the Contractor within forty-five (45) calendar days of the Contractor's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, the City may submit a written request for additional time to cure the Event of Default upon a showing that the City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, any Event of Default arising out of the City's failure to timely pay any undisputed sums invoiced by the Contractor shall be cured within ten (10) calendar days from the date the Contractor issues written notice to the City that an Event of Default has occurred; after such 10-day cure period the Event of Default shall constitute a breach of this Agreement.

(E) In addition to any other rights or remedies available to the City under this Agreement, the City, in its sole and absolute discretion, may also immediately suspend all or any portion of Contractor's performance under this Agreement for cause by issuance of a notice of suspension ("Suspension Notice"). The City may issue the Suspension Notice at any time. If the Contractor's services are suspended for cause, such suspension shall be indefinite pending the

Contractor's cure of any and all outstanding Events of Default to the reasonable satisfaction of the City or the termination of this Agreement by the City, whichever occurs first. Upon such suspension, the Contractor shall be compensated only for those services and tasks which have been rendered by the Contractor to the reasonable satisfaction of the City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of the City shall operate to prohibit or otherwise restrict the City's ability to suspend this Agreement as provided herein.

(F) No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise to such waiver, benefit, privilege or service.

(G) The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to the City at law or under this Agreement in the event of any breach of this Agreement, the City, in its sole and absolute discretion, may also pursue any one or more of the following remedies.

(1) Upon written notice to Contractor, the City may immediately terminate this Agreement in whole or in part;

(2) Upon written notice to Contractor, the City may extend the time of performance;

(3) Call upon any security procured by the Contractor to secure the Contractor's performance under this Agreement;

(4) Withhold any sums owed the Contractor and apply such sum to any delinquent sums owed to the City by Contractor;

(5) Impose any liquidated damages authorized under this Article;

(6) The City may proceed by appropriate court action to enforce or interpret the terms of the Agreement, to recover damages for the Contractor's breach of the Agreement; or

(7) The City may pursue any other available and lawful right or remedy.

The Contractor shall be liable for all legal fees plus other costs and expenses that the City incurs upon a breach of this Agreement or in the City's exercise of its remedies under this Agreement.

(H) Liquidated Damages Provisions.

(1) If this Agreement is terminated by the City for cause, as a result of an Event of Default by the Contractor hereunder, the Contractor immediately upon receipt of the City's termination notice shall pay to the City as liquidated damages the sum of \$5,000.00.

(I) In the event the City is in breach of this Agreement, the Contractor may pursue any and all remedies available to it at law or in equity.

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

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

## **ARTICLE IX**

### **TERM**

9.1 TERM. The term (“Term”) of this Agreement shall commence on December 1, 2014 and shall end on November 30, 2019. Following the conclusion of the Term, the Agreement shall renew automatically for a maximum of two (2) one-year extension terms unless, prior to the expiration of the Term or any extension term, City provides Contractor with written notice of its intent not to renew the Agreement or unless the Agreement is otherwise terminated as provided under Article VIII of this Agreement. The City shall provide sixty (60) days written notice to the Contractor prior to the expiration of the initial Term of any subsequent extension term of its intent not to renew the Agreement.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

10.1 INDEMNIFICATION. The Contractor agrees that it will protect, indemnify and, hold harmless the City and its representatives, officers, employees and subcontractors (as applicable in the circumstances) (the “City Indemnified Parties”) from and against (and pay the full amount of) all liabilities, actions, damages, -claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys’ fees (collectively, “Loss-and-Expenses”), and will defend the City Indemnified Parties in any suit, including appeals for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence of the Contractor or any of its officers, members, employees, agents, representatives or Subcontractors in connection with its obligations or rights under this Agreement, (2) the street sweeping operations, (3) any Contractor Breach, (4) any claim for any finder’s or brokerage fee or other commission resulting from any services alleged to have been rendered to or performed on behalf of the Contractor with respect to this Agreement or any of the transactions contemplated hereby, (5) any action taken by the City pursuant to its rights under this Agreement upon Contractor’s failure to perform any of the Agreement Services, (6) the performance or non-performance of the Contractor’s obligations under this Agreement and (7) Contractor’s failure to comply with Applicable Law, including requirements relating to the Contractor’s preparation and submissions of its bid for award of the Agreement. A City Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. These indemnification provisions are for the protection of the City Indemnified Parties only and shall not establish, of themselves, any

liability to third parties. The provisions of this section shall survive termination of this Agreement.

#### 10.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the Contractor nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The Party experiencing an Uncontrollable Circumstance shall notify the other Party by telecommunication or telephone and in writing, on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within two days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such Party's obligations hereunder will be delayed; (3) the estimated amount, if any, by which the compensation may need to be adjusted as a result of such Uncontrollable Circumstance; (4) its estimated impact on the other obligations of such Party under this Agreement; and (5) potential mitigating actions which might be taken by the Contractor or the City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. While the delay continues, the Contractor or the City shall give daily notice to the other Party updating the information previously submitted.

10.3 LIMITED RECOURSE TO THE CITY. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the Contractor hereunder, or the performance of any obligation incurred hereunder, including compensation for any Loss-and-Expenses of any nature arising from the performance or non-performance of the City's obligations hereunder.

10.4 RELATIONSHIP OF THE PARTIES. Neither Party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other Party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The Contractor is an independent contractor and agreement holder and nothing in this Agreement shall be deemed to constitute either Party as a partner, agent or legal representative of the other Party or to create any fiduciary relationship between the Parties.

10.5 NO DISCRIMINATION. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents and representatives against any person because of age, race, color, religion, national origin, sex, sexual orientation or physical or mental disability. The Contractor will take all actions reasonably necessary to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race,

color, religion, national origin, sex, sexual orientation or physical or mental disability. Such action shall include, without limitation, recruitment and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose the non-discrimination provisions of this Section by contract on all Subcontractors hired with the City's consent to perform work related to performance of its obligations hereunder and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

10.6 ACTIONS OF THE CITY IN ITS GOVERNMENTAL CAPACITY. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the City in its governmental or regulatory capacity, or as limiting the right of the Contractor to bring any legal action against the City not based on this Agreement arising out of any act or omission of the City in its governmental or regulatory capacity.

10.7 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions hereof.

10.8 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both Parties.

10.9 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other Party of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement or any other related agreement executed by the City or the Contractor or any Legal Entitlement issued in connection herewith.

10.10 NOTICES. Any notices, reports or other communications required or permitted hereunder to be given to the City shall be in writing and shall be sufficiently given only if delivered in person to the City Clerk, City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255 with a copy also delivered in person to:

The Director of Public Works  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Any notices or communications required or permitted hereunder to be given to the Contractor shall be in writing and shall be sufficiently given if delivered in person to the Contractor at

Ms. Ani Samuelian, Vice President  
Joe's Sweeping, Inc., a California Corporation dba  
Nationwide Environmental Services  
11914 Front Street  
Norwalk, CA 90650



Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by written notice to the other Party. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

10.11 FURTHER ASSURANCES. Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other Party in order to give full effect to this Agreement.

10.12 GIFT PROHIBITION. During the Term of this Agreement, Contractor shall be prohibited from giving any gift, regardless of value, to City employees or City elected officials.

10.13 CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

Contractor covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Contractor. Contractor's covenant under this section shall survive the termination of this Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the dates indicated below.

Dated: \_\_\_\_\_

CITY OF HUNTINGTON PARK

By: \_\_\_\_\_  
Rosa E. Perez, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

JOE'S SWEEPING, INC., A CALIFORNIA  
CORPORATION DBA NATIONWIDE  
ENVIRONMENTAL SERVICES

By: \_\_\_\_\_  
Ani Samuelian  
Title: Vice President

## **APPENDIX A1**

### **CURRENT STREET SWEEPING ROUTE SCHEDULE**

Copy of Current Street Sweeping Route Schedule Map — with days and times

## **APPENDIX A2**

### **NEW STREET SWEEPING ROUTE SCHEDULE**

Copy of New Street Sweeping Route Schedule Map – with days and times – to be prepared by Contractor within three (3) weeks of the execution of an agreement between the City and the street sweeping contractor.

## **APPENDIX B**

### **Schedule of Performance**

<b><u>SERVICES</u></b>	<b><u>FREQUENCY</u></b>
1. Downtown Streets	7 days per week
2. Arterial Streets	6 days per week
3. Raised Medians	1 time per week
4. Painted Medians	1 time per week
5. Major Intersections	1 time per week
6. Residential Streets	1 time per week
7. Alleys	1 time per week
8. Parking Structures	2 times per week
9. City Owned Parking Lots	2 times per week

City Sponsored Events. Contractor shall provide sweeping services for eight (8) City-sponsored or supported non-profit events. The area, type and service requirements for these events may vary from year to year. This service shall include, but not be limited to, streets, medians or alleys, and City-owned parking lots involved in the event. Contractor shall provide these services at no cost to the City or the event sponsors.

## **APPENDIX C**

### **INSURANCE**

(A) The Contractor shall continuously maintain the following insurance coverages for the entire term of this Agreement

- (1) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease;
- (2) Commercial General Liability insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage (if applicable) and Independent Contractors Liability (if applicable) in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit, written on an occurrence form;
- (3) Comprehensive Automobile Liability coverage, including - as applicable - owned, non-owned and hired autos in an amount of not less than Two Million Dollars (\$2,000,000) aggregate and One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.

(B) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

(C) The City, through its designated representative and after direction from the City Council, is hereby authorized to reduce the requirements set forth above in the event he or she determines that such reduction is in the City's best interest.

(D) Each insurance policy required by this Agreement shall contain the following clauses:

This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk and Director of Public Works, City of Huntington Park, 6550 Miles Avenue Huntington Park, CA 90255. It is agreed that any insurance maintained by Joe's Sweeping, Inc., a California Corporation dba Nationwide Environmental Services, shall be primary insurance with respect to any other valid and collectible insurance the City may possess including any self-insurance retention the City may have set; any other insurance the City does possess shall be considered excess insurance and shall not contribute with it.

(E) Each insurance policy required by this Agreement, excepting policies for workers' compensation, shall contain the following clause:

The City of Huntington Park, its elected and appointed officials, officers, agents, employees, representatives and volunteers are added as additional insured with respect to liability arising out of activities performed by or on behalf of the Contractor. This policy shall act for each insured as though a separate policy had been written for each. This, however will not act to increase the limit of liability of the Insurance Company.”

(F) Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(G) Prior to commencing any work under this Agreement, the Contractor shall deliver to the City Insurance Certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, the Contractor shall provide to the City endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory’s company affiliation and title. Should it be deemed necessary by the City, it shall be the Contractor’s responsibility to see that the City receives documentation acceptable to the City which sustains that the individual signing such documents is indeed authorized to do so by the insurance company. Also, the City has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

(H) In addition to any other remedies the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premium for such insurance for any sums due under this Agreement;
2. Order the Contractor to stop work under this Agreement and withhold any payment(s) which become due to the Contractor until such times as the Contractor demonstrates compliance with the requirements hereof;
3. Terminate this Agreement.

(I) Exercise of any of the above remedies, however, is an alternative to other remedies the Contractor may have and is not the exclusive remedy for the Contractor’s failure to maintain insurance or secure appropriate endorsements.

(J) Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage’s for subcontractors shall be subject to all of the requirements stated herein.

(K) Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.



## **APPENDIX D1**

### **COMPENSATION AND PAYMENT SCHEDULE FOR THE CURRENT STREET SWEEPING ROUTE**

- |    |   |                       |
|----|---|-----------------------|
| 1. | Monthly Sweeping Service Compensation:  | \$36,900.00 per month |
| 2. | Additional Services:                    | \$20.00per curb mile  |
| 3. | Emergency Service During Working Hours: | \$85.00 per hour      |
| 4. | Emergency Service After Hours:          | \$105.00 per hour     |

## **APPENDIX D2**

### **COMPENSATION AND PAYMENT SCHEDULE FOR THE NEW STREET SWEEPING ROUTE**

Copy of the Compensation and Payment Schedule for the New Street Sweeping Route shall be incorporated and part of this Agreement upon approval by the City.

**#11**

**Discussion / Action on Cost of  
Additional Performance Bond  
for United Pacific Waste (UPW)  
Contract**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

October 6, 2014

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 AGREEMENT WITH PARKING COMPANY OF AMERICA TO MANAGE OFF STREET PARKING LOTS AND OVERNIGHT PARKING PERMIT PROGRAM FOR THE CITY OF HUNTINGTON PARK**

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

1. Approve pilot program for City off street parking lots
2. Authorize the Interim City Manager to execute the agreement with Parking Company of America to implement and manage off street parking lots and overnight parking permit program.
3. Approve parking lease agreement with Parking Company of America to manage the parking structure at 6330 Rugby Avenue
4. Approve parking lease agreement with Parking Company of America to manage the parking structure at 6535 Rugby Avenue.

### **BACKGROUND**

On February 3, 2014, staff presented a pilot program for parking in the downtown area. One of the recommendations was to add 20 minute parking spaces in front of a few select locations (Chase Bank, Gallo Giro, Dino's Mothers Nutritional, Tierra Mia). These 20 minute parking spaces have been very well received.

The Police Department conducted an overnight parking study that assessed that many of the City's lots were highly utilized on an overnight basis. The study found that, on average, 370 spaces of the City's 1,276 available free parking spaces were used by City residents on a nightly basis. The majority of the most highly utilized parking lots were located across from or near apartment building with limited or no parking capacity.

APPROVE AGREEMENT WITH PARKING COMPANY OF AMERICA TO MANAGE OFF STREET PARKING LOTS AND OVERNIGHT PARKING PERMIT PROGRAM FOR THE CITY OF HUNTINGTON PARK

October 6, 2014

Page 2 of 4

In addition to the overnight parking issues, merchants and students take up a significant number of parking spaces, which reduces supply for shoppers.

As a result, staff made the following recommendations:

- Change parking meter enforcement to start at 10 am (i.e., 10 am to 8 pm).
- Impose 4 hour parking limit during the day
- Require overnight parking permits for all City parking lots.

The key consideration for making these proposed changes were the additional cost to the City to implement and manage the parking lots. Staff has developed a plan, in conjunction with Parking Company of America (PCA), which would enable the City to manage the 4 hour parking limit and administer an overnight parking permit program without additional planned costs to the City.

PCA has proposed to

- Administer the Parking Permit Process
- Enforcement of 4 hour parking limit
- Enforcement of overnight parking

PCA will sell monthly parking permits at City Hall for \$30 per month. In addition, they will sell a limited number of \$20 monthly student / employee parking passes (at select lots). PCA will also provide the personnel that will enforce the 4 hour parking limit and overnight parking permits at all City-owned parking lots. PCA will issue parking citations, but City (through Duncan Solutions) will be responsible for the collection of fees.

PCA will effectively monitor the parking lots 24 hours a day. PCA will issue three types of parking permits:

1. Daytime permits: 8 am to 8 pm
2. Overnight permits: 8 pm to 8 am
3. All day permits (\$45 per month)

PCA will formally implement the overnight parking permits on January 1<sup>st</sup>. PCA will commence with a “transition” period during the holiday period (Oct – Dec), advertising the coming changes, and issuing “warning” tickets.

In addition, PCA will manage paid parking at the City’s two other parking structures located at 6330 Rugby Avenue (100 spaces) and 6535 Rugby Avenue (130 spaces). PCA will commence management of paid parking at these structures, on or about November 1<sup>st</sup>.

### **FISCAL IMPACT/FINANCING**

PCA has proposed 1 one year contract, with the following four component parts:

\$1,700 Administer the Parking Permit Process

\$16,900 Enforcement of 4 hour parking limit (daytime)

\$17,900 Enforcement of overnight parking

\$36,900 Total Monthly Costs (\$442,800 Total Annual Costs)

The total costs of administering this program is approximately \$442,800 per year. PCA will provide 8 FTEs for an average \$55,000 per employee. In comparison, one full-time Parking Enforcement Officer cost \$80,000 per year (salaries & benefits).

Staff expects that the pilot parking program will be able to cover its full costs of operation. As such, PCA will be required to sell a total of 370 monthly parking permits at \$30 (same number that park overnight on average), then the City will generate \$133,000 per year, which is not sufficient to cover the cost of PCA's services. The City will also be required to sell a similar number of day permits (370 = \$133,000) and increase parking enforcement by 15% (2 @ \$48 parking tickets per year x 1,276 spaces= \$150,000) in order to offset the total costs of operation.

The City will enter into two 5-year parking lease agreements with PCA to manage the two parking structures located on Rugby Avenue. We will utilize the same contract used for the Rita parking lot. The City is not currently actively managing these lots (i.e., parking is free): PCA will commence implementing paid parking at these two locations. The City will receive the greater of \$6,000 or 15% of gross revenues at 6330 Rugby Avenue and the greater of \$9,000 or 15% at 6535 Rugby Avenue for these two agreements. Therefore, the City will be expected to generate a minimum of \$15,000/year in additional revenue for the General Fund.

### **FACTS AND PROVISIONSAL LEGAL REQUIREMENTS**

PCA will pay for all required personnel costs (wages, benefits, workers comp/liability, etc). PCA will provide \$1,000,000 in general liability insurance and provide all necessary reporting requirement, as specified in their attached contract.

The City will enter into two 5-year parking lease agreements with PCA to manage the two parking structures located on Rugby Avenue. We will utilize the same contract used for the Rita parking lot, except fees are \$6,000 and \$9,000.

### **CONCLUSION**

Upon approval, the Interim City Manager will execute the three amendments with Parking Company of America.

APPROVE AGREEMENT WITH PARKING COMPANY OF AMERICA TO MANAGE OFF STREET  
PARKING LOTS AND OVERNIGHT PARKING PERMIT PROGRAM FOR THE CITY OF HUNTINGTON  
PARK

October 6, 2014

Page 4 of 4

Respectfully submitted,



JULIO MORALES

Interim City Manager

**ATTACHMENTS**

A: First amendment to the agreement with Parking Company of America

B: Parking lease agreement to manage the parking structure at 6330 Rugby Avenue

C: Parking lease agreement to manage the parking structure at 6535 Rugby Avenue

## **PARKING MANAGEMENT AGREEMENT**

THIS PARKING MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of October \_\_, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City" or "Owner"), and PARKING COMPANY OF AMERICA, a California corporation ("Contractor").

**NOW THEREFORE**, the parties hereto agree as follows:

### **SECTION ONE: SERVICES OF CONTRACTOR**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide those services related to the management of City's downtown parking facilities ("Parking Facilities"), as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Contractor warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.1.1. Contractor shall operate the Parking Facilities for all hours and days requested by the City.

1.1.2. Contractor shall enforce all parking rates, rules and regulations established from time to time by City. Contractor and its employees are not authorized to make or allow any exception to such rules and regulations. Every vehicle shall pay the parking rates recommended by Contractor and approved by City, except those vehicles that must enter the Parking Facilities for the purpose of leasing, maintenance, repair, delivery, emergency or other work to be performed within the Parking Facilities.

1.1.3. Contractor shall supervise the proper and efficient parking in the Parking Facilities of the vehicles of visitor and members of the general public; collect parking fees from such transient parkers and monthly parkers in accordance with rates and policies as approved by City; issue, collect, and keep safe all parking tickets from such transient parkers; and prepare and maintain accurate reports and records on a daily basis of all such transient parking operations.

1.1.4. Contractor shall supply, recruit, select and employ a sufficient number of competent and courteous full-time and part-time personnel for operation of the Parking Facilities, and instruct them as to their duties and oversee their work. Contractor shall also supply all necessary executive and supervisory personnel over and above those stationed at the Parking Facilities as may be necessary for proper management and operation. The number any type of employees of Contractor shall, at all times, be sufficient to operate the Parking Facilities efficiently and economically for City.

1.1.5. Within 15 business days following the last day of each calendar month, Contractor shall prepare and submit the City monthly financial reports, which will show such information as number of vehicles exiting the Parking Facility daily, the fees collected, the total



fees collected, the total monthly parking collected and all itemized expenses paid reports. Contractor shall be responsible for exercising proper care and accuracy in the preparation of all required reports and records. All parking fees and rates collected from parkers using the Parking Facilities for any given month shall be submitted to the City on or before the date the reports are due.

1.1.6. Contractor shall make recommendations to City as to the kinds of equipment necessary for the efficient and economical operation of the Parking Facilities and regarding its proper maintenance and repair. Contractor shall develop, and modify from time to time as required, a plan of operation to fit the Parking Facilities, including a system of tickets, tags or other methods best designed to indicate the number of vehicles using the Parking Facilities daily.

1.1.7. Contractor shall give City a detailed written notice, with reasonable promptness, of any unusual condition that may develop in the operation of or to the Parking Facilities, such as, but not limited to, fire, flood, breakage or casualty within 24 hours, unless sooner via verbal message.

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

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

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

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

## **SECTION TWO: COMPENSATION**

2.1 Management Fee. In consideration for the services provided by Contractor, City hereby agrees to pay Contractor a management fee (the "Management Fee") of THIRTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500.00) per month. The amount of the Management Fee for services provided by Contractor for less than one month shall be a prorata portion of the monthly amount.

2.2 Expenses. In the operation of the Parking Facilities, Contractor will be entitled to charge City and shall bill City on a monthly basis for expenses actually incurred for things such as directional signage, parking regulation signage, parking lot repairs and maintenance, lighting improvements, printing expenses for tickets and permits, a parking enforcement vehicle and associated maintenance and fuel, and handheld citation machines. Expenses to be billed to the City must receive prior written approval from City before they are incurred. Annually, Contractor shall prepare and deliver to City a budget for City's reasonable approval reflecting gross receipts and operating expenses which Operator expects to incur during the forthcoming calendar year. Budget shall be due no later than November 1st of each year during the contract period.

2.3 Method of Payment. Contractor shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice and an itemized statement of all approved expenses for the preceding month paid by Contractor on behalf of City, together with invoices and other data substantiating such expenses (such as receipted invoices or invoices with check vouchers attached). Such invoice and itemized statement shall contain a certification by a principal member of Contractor specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

## **SECTION THREE: TERM**

3.1 The term of this agreement shall commence on October \_\_, 2014 and, unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, terminate on September 30, 2015 (initial term). This agreement may be extended upon mutual agreement by both parties (extended term).

## **SECTION FOUR: COORDINATION OF WORK**

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

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

## **SECTION FIVE: INSURANCE AND INDEMNIFICATION**

5.1 Without limiting Contractor's indemnification obligations, Contractor shall not undertake the services contemplated hereunder until Contractor has obtained all of the insurance required herein from a company or companies acceptable to City, and Contractor shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by City.

5.2 Contractor shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Contractor shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent

endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4. Garage Keepers Legal Liability Insurance covering the visitor parking lot and an excess liability umbrella form up to \$2,000,000.00.

5.2.5. Crime Insurance/Employee Theft Insurance with limit of \$50,000.00

5.2.6. Professional Liability: Contractor shall provide coverage appropriate to Contractor's profession covering Contractor's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Contractor shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Contractor's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) "The City of Huntington Park, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Huntington Park. The coverage shall contain no special limitations on the scope of protection afforded to the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a

loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Huntington Park, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

5.4 Evidence of Coverage: Contractor shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain Contractor’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Contractor to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Contractor shall promptly comply with any such requirement. City’s requirements shall not be unreasonable, but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers’ Compensation Insurance. By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Contractor and subconsultants will keep Workers’ Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event

Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this section or with the provisions of law relating to Worker's Compensation.

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

5.9.1. Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

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

## **SECTION SIX: RECORDS AND REPORTS.**

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

6.2 Records. Contractor shall maintain at the Parking Facilities, or at its principal offices, full and complete books and records with correct entries of all receipts and expenditures resulting from the operation and management of the Parking Facilities. Such books and records shall at all times during regular business hours be open to the inspection of City or any of its duly appointed representatives. Contractor shall furnish City monthly, a detailed statement of all receipts collected by Contractor and disbursements paid by Contractor attributable to the operation of the Parking Facilities for each calendar month. Such statements shall show the status of collections and expenditures and shall be supported by vouchers, checks, duplicate invoices, and similar documentation. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Contractor, its employees, subconsultants and agents in the performance of this

Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor shall cause all subconsultants to assign to City any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages suffered thereby.

## **SECTION SEVEN:      RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

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

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

## **SECTION EIGHT:      LEGAL RELATIONS AND RESPONSIBILITIES.**

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

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

8.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

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

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

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

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Contractor sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably



believes were suffered by City due to the default of Contractor in the performance of the services required by this Agreement.

8.9 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contractor requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

8.11 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Contractor. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

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

8.14 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it

has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

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

## **SECTION NINE: MISCELLANEOUS**

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

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

To Contractor: PARKING COMPANY OF AMERICA  
Eric Chaves, President  
11101 Lakewood Boulevard  
Downey, CA 90241

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

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

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties

hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

9.7 Precedence: In the event of any conflict between this Agreement and the Scope of Services attached hereto as Exhibit “A”, the provisions of this Agreement shall prevail.

[SIGNATURES BEGIN ON NEXT PAGE]

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

**CITY:**

**CITY OF HUNTINGTON PARK**

**CONTRACTOR:**

**PARKING COMPANY OF AMERICA**

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

City Manager, City of Huntington Park

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

Name: Eric Chaves

Title: President

**ATTEST:**

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

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

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

City Clerk, City of Huntington Park

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

**APPROVED AS TO FORM**

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

City Attorney, City of Huntington Park

**EXHIBIT A**

**SCOPE OF SERVICES**



## **PUBLIC PARKING MANAGEMENT PROPOSAL**

### **For Public Parking in Downtown Huntington Park**

*Mr. Julio Morales – City Manager*  
**CITY OF HUNTINGTON PARK**  
6550 Miles Ave., Huntington Park CA

**September 12, 2014**

Prepared By:

**PCAM, LLC**  
523 W. 6<sup>th</sup> St. – Suite 528  
Los Angeles, CA 90014  
(562) 862-2118 ~ (562) 862-4409 Fax  
[www.parkpca.com](http://www.parkpca.com)

# City of Huntington Park Parking Management Services

## INTRODUCTION AND BACKGROUND

The parking supply in Downtown Huntington Park is heavily utilized by business staff, patrons, visitors and residents. Shoppers, employees, residents, and diners all vie for parking spaces and at times abuse the “free” parking provided by the City by overstaying time limits or disregarding parking regulations. In addition, the small businesses on Pacific depend on the proximity of the parking in front and behind their stores as an amenity for their customers which sets them apart from stores in malls or larger commercial development with vast parking lots.

A recent study conducted by the City revealed that Downtown’s public parking supply is underutilized. Professional management of the parking lots and increased parking enforcement would better distribute parking encourage more frequent parking space turnover. Improvements to the parking lots, such as way finding signs, lighting, security cameras, and traffic flow management, and periodic inspections will secure the parking lots and make the cars and people in them less vulnerable to crime. Finally, increased parking enforcement will create more parking opportunities for visitor and business patrons by discouraging the abuse of parking limits.

For the reasons mentioned above, Parking Company of America Management (PCAM) is pleased to present the City with this proposal to professionally manage the City’s public parking lots in the downtown area.

## OPERATIONS PLAN, SCOPE OF WORK, & LOCATION BUDGET

### Statement Of Approach:

---

PCA Management acknowledges the following responsibilities as defined in the proposed Scope Of Work identified below. These responsibilities will include but are not limited to:

- Development and sale of Parking permits
- Operation and Monitoring of the City of Huntington Park’s parking daytime and nighttime permit program for the public parking lots in the Downtown business area.
- Enforce parking time limitations and permit requirements
- Employment, training and supervision of sufficient personnel to operate at all times
- PCA Management at all times during the term of this agreement will possess all licenses and permits as required by any Federal, State, County or local agency necessary to perform parking management services as required under this agreement.

# City of Huntington Park Parking Management Services

## Parking Management Scope Of Work

**Subtotal for Permit Distribution – Projected Monthly Budget:** **\$1,700.00**

- Permit Distribution**

During the first week of the month, PCAM will station a staff member at city hall to sell and distribute parking permits. PCAM staff will be available during normal business hours and when City Hall is open. During the remainder of the month, permits can be purchased from the PCAM parking attendant stationed at the Rita Avenue parking garage.

**Subtotal for Daytime Permit Parking Management – Projected Monthly Budget:** **\$16,900.00**

- Parking Lot Monitoring and Maintenance**

Attendants to be responsible for monitoring parking lots for unpermitted vehicles and parking time limit violation, citing cars without permits or exceeding time limit, and reporting any suspicious activity.

- Staffing**

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Attendant 1	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm		
Attendant 2	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm		
Attendant 3	3pm-7pm	3pm-7pm	3pm-7pm	3pm-7pm	3pm-7pm		
Attendant 4	3pm-7pm	3pm-7pm	3pm-7pm	3pm-7pm	3pm-7pm		
Attendant 5						7am-3pm	7am-3pm
Attendant 6						7am-3pm	7am-3pm
Monday-Sunday Estimated Weekly Total:						168	

**Subtotal for Nighttime Permit Parking Management – Projected Monthly Budget:** **\$17,900.00**

- Parking Lot Monitoring**

Attendant to be responsible for monitoring for any unpermitted vehicles, cite cars without permits, reporting any suspicious activity.

- Staffing**

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Attendant 1	7pm-3am	7pm-3am	7pm-3am	7pm-3am	7pm-3am		
Attendant 2	7pm-3am	7pm-3am	7pm-3am	7pm-3am	7pm-3am		
Attendant 3	3am-7am	3am-7am	3am-7am	3am-7am	3am-7am		
Attendant 4	3am-7am	3am-7am	3am-7am	3am-7am	3am-7am		
Attendant 5						3am-7am	3am-7am
Attendant 6						3am-7am	3am-7am
Monday-Sunday Estimated Weekly Total:						168	



## City of Huntington Park Parking Management Services

### Parking Attendant Total

Parking Permit Distribution:	\$ 1,700
Daytime Parking Operations:	\$16,900
Nighttime Parking Management:	\$17,900
<b>Monthly Fee Total:</b>	<b>\$36,500</b>

## PROGRAM IMPLEMENTATION

Changing to a system of managed parking lots and permitted parking will require a period of transition for the current users of the City's parking lots. PCAM proposes a 90 day transition period to help the community learn about and acclimate to the concept of permit parking.

For example, if the program began October 1, 2014, PCAM would begin to monitor the parking lots 24 hours per day. They would distribute informational citations that did not have a fee, but did have information in English and Spanish on the permit program and where the permits can be distributed. The 90 day implementation period would end after the Christmas shopping season and allow the City to begin the new year with professional managed parking.

Improvements to the parking lots should also be made during the transition period to increase the level of security and increase awareness about how to find parking. New directional signs, improved lighting, and security cameras would raise the profile of the public parking lots and increase their demand.

After the 90 day transition period, PCAM staff would begin to sell the parking permit at City Hall and from the parking booth in the Rita Avenue parking structure. The proposed cost of the daytime permit is \$30. It will allow people to park in a surface parking lot from 7am to 10pm. During the day, parking will be available in the parking lots for four (4) hours at no charge. PCAM staff will monitor cars to check on how long they have been parked. A student parking permit will be available for \$20. The permit will allow the students to park at the top floor of the Rita Avenue parking structure. The proposed cost for overnight parking permits will be \$30/month. The overnight permit will allow people to park in any surface lot from 10pm-7am.

Staff will cite cars that violate the parking time limits or permit requirements. The current citation amount is \$48, which means that a single violation is 62.5% more costly than the price of a monthly permit.

## City of Huntington Park Parking Management Services

### COMPENSATION PLAN AND OVERALL BUDGET

#### Bill Rates:

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In order to ensure the highest degree of flexibility for the City of Huntington Park, our proposal is based on a simple Management Fee. PCA Management proposes the following:

- **PCAM Management Fee Total \*\$36,500.00** Per Month

*\* Rate is subject To A 3% Annual Increase*

*\* In the event there is a government-mandated increase in wages or benefits (for example, and increase in minimum wage, the creation of living wage or increases caused by the Patient Protection and Affordable Act), Operator will be allowed a price increase only up to the amount of the wage increase, +35%.*

#### Term:

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PCA Management proposes the contract term to be one (1) year with the option of five (5) extensions equal in duration to the original term. PCA Management will remain flexible to properly staff the operation to effectively and efficiently meet the expectations of the City of Huntington Park. Both parties will mutually agree to a 30 day cancellation policy.

### BUDGET

#### Proposed Services:

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Total Proposed Monthly Budget:

<b>\$36,500.00</b>
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- PCAM's management fee includes the following operating expenses:

- |                             |                            |
|-----------------------------|----------------------------|
| ○ Personnel                 | ○ Payroll Tax              |
| ○ Customer Service Training | ○ Vacation/PTO             |
| ○ Bank Charges              | ○ Health Insurance         |
| ○ Licenses                  | ○ Workman's Compensation   |
| ○ Insurance                 | ○ Supervisor               |
| ▪ General Liability         | ○ Lunch and Break Breakers |
| ▪ Garage Keepers            | ○ Uniforms                 |



# City of Huntington Park Parking Management Services

## PASS THROUGH EXPENSES

Pass through expenses include but are not limited to:

- Directional Signage
- Parking regulation Signage
- Parking Lot Repairs and Maintenance
- Lighting improvements
- Printing expenses for tickets and permits
- Parking enforcement vehicle and associated maintenance and fuel
- Handheld citation machines

## INSURANCE:

### Overview:

- Policy limits in excess of \$1,000,000.00
- PCA Management shall defend, indemnify and hold harmless the City of Huntington Park from any claim, damage, cost or liability arising out of or relating to the negligent performance by our staff.
- Insurance is currently in force and the addition of this facility could begin immediately.
- Staffed and equipped to adjudicate all damage claims that may arise promptly and fairly without involving the management.
- Settle satisfactorily all claims within a 24 to 48 hour period, if at all possible, without involving the establishment.

## RISK MANAGEMENT

Every employee is prepared for emergencies before they happen. The Management Roster and Facility Information Form provide essential contact phone numbers needed in a wide variety of emergencies.

This form is completed and either posted in the booth or placed in the notebook at every location. If employees work at more than one location, they are requested to verify that it is completed and accessible at each location. Many of the telephone numbers included are different for different locations, such as locksmith, taxi service and police. Attendants fill in any blanks working with their Manager as needed.

When the form is completed, employees call each number to confirm that it is the current number for that service and is the best number to reach that service provider. Employees make changes as needed to keep all emergency service numbers up to date.

In an emergency, every employee knows the priority is to protect life, limb and property in that order. They do not jeopardize themselves to save property. They are trained to remain calm and to perform thought-out actions as the most effective response during any emergency situation.



# City of Huntington Park Parking Management Services

## Complaint Abatement:

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PCA Management knows that when providing a public service, customer complaints are inevitable regardless of how diligent we are providing the best parking management services possible. PCA Management responds to complaints forthrightly because it is important that the company maintains its high standards by correcting situations as necessary and those customers recognize it as such. If an incident occurs, the Manager or Supervisor is contacted immediately and corrective action occurs as needed in accordance with PCA Management policies and procedures. If circumstances warrant, PCA Management understands the authorized designated representative of the landlord is the final arbiter in any disagreement between a Contractor and a customer, and PCA Management will abide by any decision made.

PCA Management teaches employees during training how to respond appropriately to customers who complain about parking services. They are taught to remain polite and respectful with customers at all times to prevent a confrontation. Employees mollify angry customers by listening to their concerns attentively and by making a sincere effort to resolve them reasonably. If the differences cannot be reconciled, employees inform customers that they are unable to do what the customer desires. The attendant gives the customer the name, address, and telephone number of the Parking Supervisor (or other point of contact) at PCA Management Headquarters and encourages the customer to call the appropriate individual to resolve the complaint.

Managers or Supervisors are authorized to resolve most complaints as received while on duty. PCA Management issues cell phones with direct-connect services to the Operations Manager and to Parking Supervisors. Also, the Attendant responds to customer complaints or suggestions and reports any complaints directly to their supervisor immediately.

Regarding fee disputes (where applicable), the Parking Supervisor (or Manager) handles such situations first. If necessary, the Operations Manager attempts to resolve any difficulty. Also, the Company maintains a trained staff of customer service specialists and appoints a representative to assist local management in resolving all matters that cannot be resolved quickly.

Knowledge and extensive experience in the parking industry has given the Company keen insight to every component of excellent parking service. Our customer service program meets the public demand for top service along with the needs of our various parking facilities.

We will work with a client's staff to anticipate problems before they arise. Every precaution will be taken to ensure that all traffic flow continues at the highest level of efficiency.

## Parking Data Collection/Reporting:

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PCA Management maintains accurate records of daily, weekly, and monthly inventory volume or other cumulative data regarding parking operations as required. Such records include, but are not limited to:

- Daily sheets



## City of Huntington Park Parking Management Services

- Daily ticket log
- Overnight parking log
- Transient monthly collection report
- Monthly sales logs
- Complaints
- Vehicle incident reports
- Computer printouts
- Monthly reports and all supporting documentation
- Non-financial documents including, but not limited to, communications, incident reports, and employee evaluations

### Incident and Complaint Reporting and Procedures:

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PCA Management will implement procedures to handle all incidents, accident or events that could possibly give rise to a claim for liability, thefts, vandalism, property damage, and customer complaints. Such procedure at a minimum will include:

1. Immediately upon occurrence, report any accident, incident, or event that can result in a claim to the City of Huntington Park. PCA Management will provide a written report within 24-hours to the City of Huntington Park.
2. Keep and maintain a log of all oral and written complaints received directly from the public. Logs will contain the following information:
  - a. Date
  - b. Nature of complaint
  - c. Copy of written complaints
  - d. What and when action was taken or why no action was taken

PCA Management will submit copies of complaints along with resolution within 10 days from receipt of the complaint and forward copies of the logs on a monthly basis.

3. Have 24 hour emergency contact numbers posted in the facilities.

Be able to resolve complaints relating to employee attitude, appearance, service, PCA Management will forward any complaints outside the scope of service to the City of Huntington Park's Project Manager within forty eight (48) hours from receipt.

## City of Huntington Park Parking Management Services

### COMMUNICATION

#### E-mail:

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PCA Management's e-mail system is based on Microsoft Exchange 5.5 and Symantec Antivirus and Anti Spam gateway. PCA Management is able to provide emails for local and remote users no matter where they are, in the office or on the road. Additionally, the email system creates the public folders and corporate calendar in which all users can have access to and share information and resources throughout the corporation. Combined with Symantec Antivirus and Anti Spam gateway, it provides a powerful communication tool and protection against all malicious attacks and spam. As an added feature to our e-mails PCA Management has software installed in the Company server to allow any email that is sent to our regular emails to be simultaneously delivered to an individual's smart phone for faster and more convenient responses.

#### Business Contact Telephone Number:

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PCA Management will provide a business contact telephone number, which will be answered by a live person during regular service operation hours. Should an emergency occur personnel answering the telephone will be able to put the Contract Manager in contact with key management personnel.

#### 24-Hour Contact:

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Upon award of the contract PCA Management will provide a 24-hour emergency contact number that will be available 24-hours a day, 365 days a year. PCA Management will ensure that the manager returns the call within an hour of being requested. In addition it will provide a management phone list.

### QUALIFICATIONS

#### General Information:

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Name of Company: **PCAM, LLC DBA: PCA Management**

Address: **523 W. 6<sup>th</sup> St. – Suite 528**

City: **Los Angeles**

State: **California**

Zip: **90014**

Phone: **(562) 862-2118**

Fax: **(562) 862-4409**

Web Address: **www.parkpca.com**

Federal ID #: **20-2264403**

Year Established: **1964**

Number of Employees: **1,300+**

Ownership: **Women / Minority Business Enterprise**

**Main contact person for all proposal issues is as follows:**



# City of Huntington Park Parking Management Services

## PCA Management

Pep Valdes  
Vice President  
PCAM, LLC  
Office: (562) 862-2118  
Cell: (562) 547-8468  
pvaldes@parkpca.com

## History:

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PCA Management is recognized as a leader and innovator in customer service for the Parking, and Transportation industry. Since its founding in 1964, PCA Management a family owned and operated business with over 1,300 employees, continues to be one of the largest privately owned minority certified parking and transportation companies in America.

PCA Management adopts a simple management philosophy: **“To be an extension of the organizations we serve through constant communication with our customers and clients.”** The management of PCA Management values implicitly the importance of knowing your customers’ needs, working hard to resolve problems properly in an efficient manner and to continually improve service as time goes on.

PCA Management is proud of its longevity in the parking industry, the broad range of its experience, and the high standard of excellence in its operations. To recruit, nurture, and maintain a highly motivated, knowledgeable, and dedicated staff is no small accomplishment. PCA Management has a reputation of quality service and dedication to the needs of our customers precisely because of the premium it places on the ability and integrity of its people. The continuous growth and financial success of PCA Management is the natural result of this philosophy.

## Divisions:

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### Healthcare Industry Management Division

In early 1998, as a natural extension of its business, PCA Management built a division focused on providing services to the healthcare industry. These services include booth attendants, shuttles, information desk, Customer Service Ambassadors, cash management, badging, parking management, equipment management, as well as providing on-site valet services. PCA Management’s Healthcare Industry Management Division services a number of hospitals and medical clinics representing more than 11,000 spaces. PCA Management currently operates continuous loop and on demand shuttles for such hospitals as Children’s Hospital LA, White Memorial, Salinas Valley Memorial, Alta Bates, and Kaiser Permanente.

### Parking Management Services Division



## City of Huntington Park Parking Management Services

PCA Management's Parking Management Services Division comprises of approximately 120 lots representing over 35,000 spaces throughout California, Arizona, Wisconsin, Kansas and Colorado. Included, in this Division is PCA Management's Valet Parking Services, first established in 1981.

### Transportation Management Services Division

PCA Management also contracts with municipalities to provide transportation services to public and private clients. This division developed out of PCA Management's expertise in operating shuttle fleets at its airport parking facilities. Currently, PCA Management's Transportation Services Division employs nearly 200 associates and services 26 clients, including Cal Train/Joint Powers Board, LA County, IBM, Time Warner and several hotels including the Sheraton, Marriot, Crowne Plaza, Embassy Suites, Holiday Inn, Hampton Inn, Homewood Suites, Courtyard, Residence Inn and Radisson among others, utilizing approximately 130 shuttles.

### Hospitality & Hotel Parking Services Division

As a another natural extension of its business and a complement to its Airport Parking Division, PCA Management built a division focused on shuttling customers from hotels to airports, as well as providing on-site parking and valet services. PCA Management's Hospitality & Hotel Services Division provides service for over 26 client-hotels representing approximately 13,000 spaces. PCA Management's company-owned shuttles are utilized by this division at its client-hotels, namely the Hyatt Orange County, the Hyatt Palm Springs, and the Hyatt Grand Champions in Palm Desert. PCA Management currently runs a continuous loop of shuttle buses in the Orange county area of Disneyland beginning at the Hyatt Orange County, with stops at several other hotels including the Crowne Plaza Hotel, to Disneyland and back to the Hyatt Orange County.

## PROJECT TEAM

### Management Team:

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- **Alex Martin Chaves:** Chief Executive Officer
- **Eric Chaves Esq.:** President, General Counsel
- **Renee Valdes:** Sr. Vice President
- **Pep Valdes:** Vice President, Director of Business Development
- **Suzie Cooley:** Executive Vice President
- **Aaron Chaves:** Director of Operations
- **Monnique Reynes:** Controller





# City of Huntington Park Parking Management Services

## Philosophy:

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PCA Management adopts a simple management philosophy, namely to become an extension of the organizations it serves through constant communication with customers and clients. PCA Management's entire organization deeply values the importance of knowing its customers' needs and working diligently to consistently improve service and resolve issues quickly and effectively.

PCA Management is proud of its longevity in the parking industry, the broad range of its experience, and the high standard of excellence in its operations. PCA Management has a strong reputation for recruiting, training, nurturing, and maintaining a highly motivated, knowledgeable, and dedicated team with special emphasis on customer service, teamwork, and integrity; philosophies that begin with the Executive Management team and pervade all levels of the organization.

## Primary Management Goals:

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1. To uphold PCA Management Philosophy.
2. To establish, maintain, and enhance the most effective parking control procedures possible.
3. To establish and ensure strict adherence to revenue collection procedures, where necessary.
4. To implement a complaint abatement process and to ensure that it will resolve problems experienced by customers expeditiously and satisfactorily.
5. To respond in the timeliest manner possible to the requirements of the contracting authority.
6. To continually look for ways to cut cost and improve customer satisfaction.
7. To maximize the occupancy of the parking space.

Each day, PCA Management shall ensure that customers follow all procedures properly when they park their vehicles. Another equally important objective shall be to ensure maximum space utilization in the parking lots to maximize revenue at all times.

PCA Management shall accomplish these objectives by ensuring the availability in the Parking Facility of as many parking spaces as possible for customers at all times. This shall be accomplished by assisting customers to depart the Parking Facility whenever necessary and collecting parking fees from exiting customers as quickly as possible.

# City of Huntington Park Parking Management Services

## PERSONNEL

### Use of Subcontractors:

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PCA Management will not subcontract to any other company for the operations at the City of Huntington Park.

### Immigration Naturalization:

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PCA Management is compliant with the Immigration Reform and Control Act of 1986. PCA Management requires all personnel to provide the necessary documentation to establish identity and employment eligibility.

### Equal Employment Opportunity:

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PCA Management is a equal opportunity employer and is compliant with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

### Personnel Qualifications:

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PCA Management recruits, interviews, and evaluates in good faith all potential employees. The employment policy of PCA Management requires that all personnel assigned to an operation read, speak, and write English and can follow written and verbal instructions in English.

Every employee must complete an application for employment. They are required to present a valid driver's license, a copy of a current Department of Motor Vehicle individual printout, and consent to a general background check and drug test before being hired by PCA Management. This background investigation includes a criminal check verifying no felony or misdemeanor during the period of the report, and a check of the individual's driving record. PCA Management never knowingly employs or retains any individual convicted in a court of competent jurisdiction of theft or of misappropriating funds. PCA Management reserves the right to conduct such investigations unless the contracting authority request such policy not be implemented.

PCA Management continues its history of adhering to all employment laws. Moreover, PCA Management certifies that all employees meet citizenship or legal alien status requirements as



## City of Huntington Park Parking Management Services

stipulated in Federal and State statutes and regulations. The policy of PCA Management always has been to hire only United States citizens or individuals legally permitted to work in the US.

PCA Management will obtain further verification of employment eligibility status required by Federal statutes and regulations as they exist currently and as they may be amended thereafter. Additionally, PCA Management will maintain files pertaining to all related documentation for such employees as prescribed by law. PCA Management willingly assumes full responsibility for its actions in this area.

PCA Management never knowingly hires any individual who has been convicted of a crime involving theft, dishonesty, embezzlement, physical violence, or threat of violence. Physical violence crimes include, but are not limited to, assault, rape, murder, or robbery.

### Hiring Process:

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For our contract operations, PCA Management uses the following employee hiring process:

#### 1. Application

- Applicant completes standard PCA Management application form
- Submits DMV printout (30 days current)
- Staff verifies past employment and references
- PCA Management obtains consent form potential employee to request prior drug testing information from previous employer

#### 2. Process Hiring

- Pass drug test
- Verify prescription medicine (if applicable)
- Background Check
- Staff submits form for DMV administered Pull Notice Program (PNP)

#### 3. Company Orientation & Training

- Company Employee manual distributed and explained
- Customer relations training
- Safety Procedures of Location
- Understanding and completing reports
- Passenger relations: general service, accommodate special needs, sensitivity training
- Safety (video and lecture): review vehicle specs, defensive driving, ADA-equipment, passenger safety, driver safety, traffic laws and regulations
- Understanding and completing reports
- Pass CHP-required Proficiency Test

#### 4. Assignment

- Familiarize attendant or valet with the facility
- Training: Equipment used, record keeping, cash management procedures, deposits, and ticket transactions.
- Understand and complete reports specific to the needs of the transit authority

## City of Huntington Park Parking Management Services

- Familiarize driver with vehicle: review engine, brake system, fuel system, heating & air conditioning, tires, signage, interior / exterior appearance
- Route training (fixed and demand response): maps, on-site travel
- Fueling procedures
- Understand and complete reports specific to the needs of the transit authority

### 5. On-Going Training

- Monthly safety meetings
- Questions from employees
- Open forum for employees and managers to discuss productivity improvement

### 6. Evaluation

- 6-month probationary period for new hires measuring overall efficiency based on all of the criteria above
- Annual evaluation of all drivers by Project Supervisor encompassing On-Time Efficiency, Safety, Passenger Relations, and Reporting
- On going monitoring of employees through the DMV pull notice program and random drug testing.
- Unobserved road checks of drivers by supervisors on a random, but regular basis.

## Employee Health Screening:

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PCA Management requires all employees whom will be working at a case-sensitive location to be tested prior to the employee commencing work at the location. The employee is sent to an authorized clinic for testing along with a request for a physical.

The following tests are included in the physical:

- Tuberculosis (Renewed Yearly)
- Hepatitis B & C
- Rubella
- Rubeola
- Mumps

Those employees which are not immune, may if suggested by the medical clinic go through a series of vaccinations to make their bodies immune to these diseases and viruses. PCA Management can also provide additional health screening options for each specific client and or location if requested.

- Health screening cost will be billed to client as a pass-through expense.

# City of Huntington Park Parking Management Services

## Training:

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### Basic Employee Training

- Customer Service
- SHPT
- IIPP – Safety

### Specialized Training

- HIPAA
- EMTALA
- Emergency Response
- SIMS – Health and Safety Annual Review
- ADA Procedures
- Hospital Map Training
- DOT Compliance
- CHP Compliance
- Pre-Trip Inspections
- Road Safety Training – Behind The Wheel
- Wheelchair and Lift Procedures
- Defensive Driving

## Uniforms:

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All attendants, cashiers, and drivers are required to wear PCA Management uniforms. Uniforms, including, must be worn throughout the work shift. Employees are required to keep their uniforms clean and neatly pressed.

The following are among PCAM's standards for appearance:

- Must be well groomed.
- Beards must be well trimmed.
- Hats are not permitted unless it is a PCA Management hat.
- No discolored or faded jackets or vests can be worn.
- Eating, drinking, and chewing gum are not permitted while on duty.
- Sitting permitted only in designated areas.

## City of Huntington Park Parking Management Services

PCA Management is responsible for providing (and replacing, upon normal wear and tear) the following item counts to each personnel:

	<u>Full Time</u>	<u>Part Time</u>
Shirts	5	3
Pants	3	2
Winter Jacket	1	1
Sweater	1	1
Tie	1	1
Hat	1	1
Rain Gear	1	1

### Uniform Samples



**PARKING FACILITY LEASE**

THIS LEASE dated this \_\_\_\_ day of \_\_\_\_\_ between the CITY OF HUNTINGTON PARK ("Lessor") and PARKING COMPANY OF AMERICA ("Lessee.")

**WITNESSETH**

1. Description of Premises. The Lessor hereby leases and demises to the Lessee, the following premises:

Certain real property situated in the City of Huntington Park, County of Los Angeles, State of California, commonly known as Rugby Avenue Parking Structure I whose address is 6330 Rugby Avenue, Huntington Park, CA.

2. Use of Premises. To be used for paid public parking.

3. Term. For a term of five (5) years, commencing October 1, 2014 and ending on September 30, 2019, plus any subsequent renewal periods. However, either party may terminate this Lease at any time by giving the other party thirty (30) days written notice of its intent to do so.

4. Rent. The annual rental shall be 15% of net profits or six thousand dollars (\$6,000.00), whichever is greater. All rent due hereunder shall be paid annually, after the first year and prior to July 15, of the next year starting in 2015.

Lessee will provide Lessor with an accounting disclosing the net profits of the prior year, July 1 - June 30 and pay to Lessor, 15% of any net profits over \$6,000.00 prior to July 15 each year beginning after the first year.

The parties hereto further covenant with each other as follows:

5. Improvements. Lessee shall not make any alteration of or improvement to the premises without the prior written approval of Lessor. All improvements, fixtures and facilities (exclusive of trade fixtures, portable buildings, vehicles and antennas), constructed or placed within the premises by Lessee shall, upon the completion of construction, installation or placement within the premises, be free and clear of all liens, claims and liability for payment for labor and material. Such buildings, improvements, fixtures and facilities shall become and remain the property of Lessor at the expiration of this Lease or earlier termination hereof. Lessee shall at all times indemnify and hold Lessor harmless from all claims, losses, demands, damages, costs, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the premises and from the cost of defending against such claims, including attorney fees and costs. In the event a lien or stop-notice is imposed upon the Premises as a result of any of such construction, repair, alteration, or installation, Lessee shall either:

(a) Record a valid Release of Lien, or

(b) Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Lessee fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, Lessee shall be in default hereunder and this Lease shall be subject to immediate termination by Lessor.

6. Vacation of Premises. The Lessee will promptly pay the rent at the time and in the manner aforesaid, and at the expiration of the term will peacefully yield up to the Lessor said premises in as good order and repair as when delivered of the Lessee, ordinary wear and tear excepted.

7. Use and Occupation. The Lessee covenants that no waste or damage shall be committed upon or to the demised premises, that the premises shall be used for the purposes hereinabove stated, and shall not be used or permitted to be used for any other purpose, that said premises shall not be used for any unlawful purpose and no violations of law or ordinance shall be committed thereon, that no advertisement or notice will be affixed to any part of the building without the consent of the Lessor and that any additions or improvements placed upon the premises by either party during the term, except the movable property of the Lessee, shall be the sole property of the Lessor.

Lessee agrees to comply at all times with any recommendations of Lessee's insurance company arising out of or relating to Lessee's use of the demised premises, to pay for any and all expenses arising out of compliance with such recommendations, and to do nothing in its use of said premises or allow anything to be done or any substance kept on said premises which would operate to increase the fire hazard.

8. Assignments and Subletting. The Lease shall not be assigned, or the demised premises underlet, without the written consent of the Lessor hereon endorsed, which consent shall not be unreasonably withheld, and such consent having been given, the Lessee shall, nevertheless, remain primarily liable to perform all covenants and conditions hereof and to guarantee such performance by its assignee or subtenant.

9. Abandonment. If Lessee shall abandon or vacate said premises before the end of the term or any other event happen entitling Lessor to take possession thereof, Lessor will make reasonable efforts to take possession of the premises and relet same without such action being deemed an acceptance of a surrender of this lease, or in any way terminating the Lessee's liability hereunder, and Lessee shall remain liable to pay the rent herein reserved, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting.

10. Damage or Destruction. The fire and extended casualty insurance for the demised premises shall be the responsibility of the Lessee, to have the demised premises insured and pay for the cost of the insurance premiums with limits and deductible mutually acceptable by both the Lessor and Lessee.



If the demised premises should be damaged or destroyed by fire or other cause, the Lessee, at its expense with the approval of the Lessor shall promptly repair and restore the demised premises to substantially the same condition and configuration the demised premises were in prior to the damage or destruction.

If the demised premises should be damaged or destroyed by fire or other cause, then the entire rents herein provided, or a fair equitable portion thereof, shall be abated until such time as the demised premises are repaired and restored. The term of this lease shall be extended for a period equal to any period during which there has been a complete abatement of rent.

11. Transfer by Operation of Law. In event Lessee or any part thereof come into possession of any receiver, assignee, trustee in bankruptcy, sheriff, or other officer, by and through any court process, or by operation of law, Lessor may at his option terminate this lease at any time thereafter by notice to said Lessee and may accept rent from such receiver, trustee, assignee or officer without affecting or impairing his rights to terminate this lease at any time thereafter or impairing any other right of Lessor under this lease.

12. Eminent Domain. If a substantial portion of the premises are condemned or taken by any public authority under the power of eminent domain, either Lessor or Lessee shall have the right as of the day possession shall be taken by such public authority to terminate this Lease by notice thereof to the other, in writing, and rent shall be paid to the date of such possession or proportionate refund made by the Lessor if rent has been paid in advance. If neither party shall elect to terminate the Lease by reason of such condemnation, the rent shall be reduced by the proportion of the floor area of the premises taken by such condemnation, and Lessor shall make all necessary repairs or alterations so as to constitute the remaining premises a complete architectural unit. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premise, shall be sole property of Lessor, whether such damages shall be awarded as compensation for diminution in the value to the leasehold or to the fee of the Premise or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award specifically made to Lessee, for loss of business, taking of Lessee's, (excluding its interest under this Lease), to the extent of the cost to Lessee, less depreciation.

13. Lessor's Inspection and Notice to Relet. The Lessor shall have access to the demised premises at all reasonable times for the purposes of inspection or for making such improvements, repairs and alterations as Lessor may reasonably deem expedient, or for showing the premises to others. Furthermore, the Lessor may at any time within ninety (90) days preceding the expiration of the term of this lease affix to any suitable part of the premises a notice for letting and keep the same affixed without hindrance or molestation.

14. Right on Default. If the Lessee shall neglect or fail to perform or observe any of the covenants contained herein, on Lessee's part to be observed and performed, for thirty (30) days after notice by the Lessor of such breach, the Lessor may lawfully enter the premises or any part thereof and repossess the same, and expel the Lessee and those claiming under and through Lessee and remove Lessee's effects, without being deemed guilty of any manner of trespass and upon entry as aforesaid, this lease shall terminate and shall wholly expire; provided, however, such cure period shall be only ten (10) days with respect to Lessee's covenant to pay rent. The

Lessee covenants that in case of such termination Lessee will indemnify the Lessor against all loss of rent during the residue of the term fees, which the Lessor may incur by reason of such termination.

15. Non-Waiver Clause. No waiver by Lessor of any default by Lessee shall be effective unless in writing or operate as a waiver of any other default or of the same default on a future occasion. Lessor's acceptance of rent shall not be deemed a waiver as to any proceeding default.

16. Lessor's Remedies. All remedies of Lessor shall be cumulative to the full extent allowed by applicable law. No delay or omission on the part of Lessor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lessor of any right or remedy shall preclude other or further exercise thereof, or of any other right or remedy.

17. Holdover. It is agreed that a holding over beyond the expiration of the term herein specified shall operate as an extension of this lease from month-to-month only, with the monthly rent increasing 125% with Lessee or Lessor to give thirty (30) days written notice at the end of any month to terminate the month-to-month extension. No holdover shall be permitted without the written consent of the Lessor.

18. Light and Air. It is agreed that this lease does not grant a continuance of light and air over any property adjoining the leased premises.

19. Lessor's Non-Liability. It is agreed that the Lessor shall not be liable to the Lessee or any other person on the demised premises or in the building by the Lessee's consent, invitation or license, expressed or implied, for any damage either to person or property sustained by reason of the condition of said premises or building, or any part thereof, or arising from the bursting or leaking of any water, gas, sewer, or steam pipes, or due to the act or neglect of any employee of the Lessor, or the act of any Co-Lessee or any occupant of said building Or other person therein, or due to any casualty or accident in or about said building unless resulting from the Lessor's willful wrongful act or omission.

20. Lessee's Liability. The Lessee agrees to be responsible for any damage to the property of the Lessor which may result from any use of the demised premises or any act done thereon by the Lessee or any person coming or being thereon by the license of the Lessee, expressed or implied, and will also indemnify and save the Lessor, its officers, directors, employees, representatives and volunteers (collectively "Lessor Personnel") harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any other person or entity (including, but not limited to, any employee, invitee, agent or contractor of Lessee) for damage to person or property resulting from any such causes, whether or not there is concurrent active or passive negligence on the part of Lessor, and/or acts for which the Lessor would be held strictly liable, but excluding the sole active negligence or willful misconduct of Lessor. In connection therewith:

a. Lessee shall defend and hold Lessor and Lessor Personnel harmless from any and all Claims, whether caused in whole or in part by Lessor's active or passive negligence,

and/or acts for which Lessor and/or Lessor Personnel would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of Lessor or Lessor Personnel; and Lessee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

b. Lessee shall promptly pay any judgment rendered against Lessee or Lessor covering any Claim, and hold and save Lessor and Lessor Personnel harmless therefrom, whether such Claim was caused in whole or in part by Lessor and/or Lessor Personnel's active or passive negligence, and/or acts for which Lessor and/or Lessor Personnel would be held strictly liable, but excluding the sole active negligence and willful misconduct of Lessor and/or Lessor Personnel.

c. In the event Lessor is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Lessee shall pay to Lessor any and all costs and expenses incurred by Lessor in any such action or proceeding, together with reasonable attorneys' fees.

d. All of the indemnity obligations of Lessee under this paragraph 20, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

21. Condition. Except as herein contained, no representations have been made as to the condition of the demised premises.

22. Lessee's Obligation to Maintain Premises. Lessee shall at all times during the term of this agreement, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the premises. Lessee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of Lessor in its sole discretion), the premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the premises. Lessee shall at all times in the maintenance and use of the premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Lessee expressly agrees to maintain the premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of Lessor and in compliance with all applicable laws.

23. Compliance with Laws and Quiet Possession. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and all departments thereof, applicable to the demised premises. Lessor covenants and warrants that Lessee, on payment of rents and other sums due hereunder and the performance of all its covenants herein contained, shall have the full and unrestricted use, possession and enjoyment of the demised premises during the term hereof, subject only to the provisions of paragraph 23 hereof.

24. Subordination. This lease shall be subordinate to any recorded or unrecorded mortgage lien(s) securing financing on the demised premises for the duration of this lease. If there is a default by the Lessor under any such mortgage, it shall not affect the tenancy of Lessee so long as the Lessee is not in default hereunder.

25. Surrender of Premises. Upon the termination of this Lease, Lessee shall, at Lessee's sole cost, remove all trade fixtures, office furniture and equipment (excluding electric light fixtures) installed by Lessee unless otherwise agreed to in writing by Lessor. Lessee shall also promptly repair any damage caused by such removal. Property not so removed shall be deemed abandoned by the Lessee at the termination of this Lease and title to the same shall thereupon pass to Lessor except that the Lessor shall have the right to charge the Lessee for time, labor, machinery, trucking and dumping to remove Lessee's abandoned property, and to place the subject Premises in the same broom clean condition that the Premises were in at the time the Lessee first took possession of the subject Premises. Lessee shall indemnify the Lessor against any loss or liability resulting from delay by Lessee in so surrendering the premises, including without limitation, any claims made against Lessor by any succeeding Lessee founded on such delay.

26. Waiver of Subrogation. The Lessor and the Lessee hereby release each other and each others' Lessees and Sub-Lessees (and the employees, agents, licensees, customers and invitees of each other and such Lessees and Sub-Lessees) from any and all claims and liability for any loss, damage or injury by reason of fire or other casualty which could be insured against under a standard fire and extended coverage insurance policy issued on an all-risk basis including loss, damage or injury caused by negligence.

27. Attorney's Fees. Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of this lease.

28. Lessee's Insurance. The Lessee shall carry Public Liability and Property Damage Insurance in amounts of not less than \$3,000,000 for combined Bodily Injury and Property Damage Insurance.

Lessee shall furnish the Lessor with a Certificate of such insurance naming the Lessor an additional insured, said Certificate to be submitted to Lessor no later than five (5) days from the commencement date of this lease. The policies of liability insurance shall be in a form satisfactory to Lessor. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with Lessor.

Lessor shall have the right at any time to review the coverage, form, and limits of insurance required under this Lease. If, in the sole and absolute discretion of Lessor, the insurance provisions in this Lease do not provide adequate protection for Lessor, Lessor shall have the right to require Lessee to obtain insurance sufficient in coverage, form and limits to provide adequate protection, and Lessee shall promptly comply with any such requirement. Lessor's requirements shall not be unreasonable, but shall be adequate in the sole opinion of Lessor to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

Notwithstanding any other provision of this Lease, this Lease shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance is not on file with Lessor.

29. Notices. All notices to be given hereunder by either party shall be in writing and given by personal delivery to Lessor or the Lessee, or shall be sent by United States Certified or Registered Mail addressed to the party intended to be notified at the post office address of such party designated below or at such other address as may be designated by notice hereunder, and notice given as aforesaid shall be a sufficient service thereof and shall be deemed given as of the date when received. Lessee acknowledges that the Lessor may implement Rules & Regulations or make changes to the Rules & Regulations at any time given thirty (30) days written notice to Lessee.

30. Construction. It is understood that the term Lessor and Lessee, used herein, shall be construed to mean Lessors and Lessees where there is more than one, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women shall in all cases be assumed as though fully expressed.

31. Binding Effect. The covenants and agreements contained herein are binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

32. Partial Invalidity. In the event that any of the provisions of this lease shall contravene or be held invalid under the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but it shall be construed as if not containing the particular provision of provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

33. Applicable Law. The validity, construction and enforcement of this agreement shall be governed by and construed in accordance with the laws of the State of California.

34. Memorandum of Lease. Upon request of either party hereto, the parties hereto shall execute and acknowledge for recording a Memorandum of Lease. The party requesting the Memorandum of Lease, and recording thereof, shall pay the cost of such preparation and recording.

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

**LESSOR:**

**CITY OF HUNTINGTON PARK**

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

City Manager, City of Huntington Park

**LESSEE:**

**PARKING COMPANY OF AMERICA**

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

Name: Eric Chaves

Title: President

**ATTEST:**

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

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

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

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

City Clerk, City of Huntington Park

**APPROVED AS TO FORM**

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

City Attorney, City of Huntington Park

**PARKING FACILITY LEASE**

THIS LEASE dated this \_\_\_\_ day of \_\_\_\_\_ between the CITY OF HUNTINGTON PARK ("Lessor") and PARKING COMPANY OF AMERICA ("Lessee.")

**WITNESSETH**

1. Description of Premises. The Lessor hereby leases and demises to the Lessee, the following premises:

Certain real property situated in the City of Huntington Park, County of Los Angeles, State of California, commonly known as Rugby Avenue Parking Structure J whose address is 6535 Rugby Avenue, Huntington Park, CA.

2. Use of Premises. To be used for paid public parking.

3. Term. For a term of five (5) years, commencing October 1, 2014 and ending on September 30, 2019, plus any subsequent renewal periods. However, either party may terminate this Lease at any time by giving the other party thirty (30) days written notice of its intent to do so.

4. Rent. The annual rental shall be 15% of net profits or six thousand dollars (\$6,000.00), whichever is greater. All rent due hereunder shall be paid annually, after the first year and prior to July 15, of the next year starting in 2015.

Lessee will provide Lessor with an accounting disclosing the net profits of the prior year, July 1 - June 30 and pay to Lessor, 15% of any net profits over \$6,000.00 prior to July 15 each year beginning after the first year.

The parties hereto further covenant with each other as follows:

5. Improvements. Lessee shall not make any alteration of or improvement to the premises without the prior written approval of Lessor. All improvements, fixtures and facilities (exclusive of trade fixtures, portable buildings, vehicles and antennas), constructed or placed within the premises by Lessee shall, upon the completion of construction, installation or placement within the premises, be free and clear of all liens, claims and liability for payment for labor and material. Such buildings, improvements, fixtures and facilities shall become and remain the property of Lessor at the expiration of this Lease or earlier termination hereof. Lessee shall at all times indemnify and hold Lessor harmless from all claims, losses, demands, damages, costs, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the premises and from the cost of defending against such claims, including attorney fees and costs. In the event a lien or stop-notice is imposed upon the Premises as a result of any of such construction, repair, alteration, or installation, Lessee shall either:

(a) Record a valid Release of Lien, or

(b) Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Lessee fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, Lessee shall be in default hereunder and this Lease shall be subject to immediate termination by Lessor.

6. Vacation of Premises. The Lessee will promptly pay the rent at the time and in the manner aforesaid, and at the expiration of the term will peacefully yield up to the Lessor said premises in as good order and repair as when delivered of the Lessee, ordinary wear and tear excepted.

7. Use and Occupation. The Lessee covenants that no waste or damage shall be committed upon or to the demised premises, that the premises shall be used for the purposes hereinabove stated, and shall not be used or permitted to be used for any other purpose, that said premises shall not be used for any unlawful purpose and no violations of law or ordinance shall be committed thereon, that no advertisement or notice will be affixed to any part of the building without the consent of the Lessor and that any additions or improvements placed upon the premises by either party during the term, except the movable property of the Lessee, shall be the sole property of the Lessor.

Lessee agrees to comply at all times with any recommendations of Lessee's insurance company arising out of or relating to Lessee's use of the demised premises, to pay for any and all expenses arising out of compliance with such recommendations, and to do nothing in its use of said premises or allow anything to be done or any substance kept on said premises which would operate to increase the fire hazard.

8. Assignments and Subletting. The Lease shall not be assigned, or the demised premises underlet, without the written consent of the Lessor hereon endorsed, which consent shall not be unreasonably withheld, and such consent having been given, the Lessee shall, nevertheless, remain primarily liable to perform all covenants and conditions hereof and to guarantee such performance by its assignee or subtenant.

9. Abandonment. If Lessee shall abandon or vacate said premises before the end of the term or any other event happen entitling Lessor to take possession thereof, Lessor will make reasonable efforts to take possession of the premises and relet same without such action being deemed an acceptance of a surrender of this lease, or in any way terminating the Lessee's liability hereunder, and Lessee shall remain liable to pay the rent herein reserved, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting.

10. Damage or Destruction. The fire and extended casualty insurance for the demised premises shall be the responsibility of the Lessee, to have the demised premises insured and pay for the cost of the insurance premiums with limits and deductible mutually acceptable by both the Lessor and Lessee.



If the demised premises should be damaged or destroyed by fire or other cause, the Lessee, at its expense with the approval of the Lessor shall promptly repair and restore the demised premises to substantially the same condition and configuration the demised premises were in prior to the damage or destruction.

If the demised premises should be damaged or destroyed by fire or other cause, then the entire rents herein provided, or a fair equitable portion thereof, shall be abated until such time as the demised premises are repaired and restored. The term of this lease shall be extended for a period equal to any period during which there has been a complete abatement of rent.

11. Transfer by Operation of Law. In event Lessee or any part thereof come into possession of any receiver, assignee, trustee in bankruptcy, sheriff, or other officer, by and through any court process, or by operation of law, Lessor may at his option terminate this lease at any time thereafter by notice to said Lessee and may accept rent from such receiver, trustee, assignee or officer without affecting or impairing his rights to terminate this lease at any time thereafter or impairing any other right of Lessor under this lease.

12. Eminent Domain. If a substantial portion of the premises are condemned or taken by any public authority under the power of eminent domain, either Lessor or Lessee shall have the right as of the day possession shall be taken by such public authority to terminate this Lease by notice thereof to the other, in writing, and rent shall be paid to the date of such possession or proportionate refund made by the Lessor if rent has been paid in advance. If neither party shall elect to terminate the Lease by reason of such condemnation, the rent shall be reduced by the proportion of the floor area of the premises taken by such condemnation, and Lessor shall make all necessary repairs or alterations so as to constitute the remaining premises a complete architectural unit. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premise, shall be sole property of Lessor, whether such damages shall be awarded as compensation for diminution in the value to the leasehold or to the fee of the Premise or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award specifically made to Lessee, for loss of business, taking of Lessee's, (excluding its interest under this Lease), to the extent of the cost to Lessee, less depreciation.

13. Lessor's Inspection and Notice to Relet. The Lessor shall have access to the demised premises at all reasonable times for the purposes of inspection or for making such improvements, repairs and alterations as Lessor may reasonably deem expedient, or for showing the premises to others. Furthermore, the Lessor may at any time within ninety (90) days preceding the expiration of the term of this lease affix to any suitable part of the premises a notice for letting and keep the same affixed without hindrance or molestation.

14. Right on Default. If the Lessee shall neglect or fail to perform or observe any of the covenants contained herein, on Lessee's part to be observed and performed, for thirty (30) days after notice by the Lessor of such breach, the Lessor may lawfully enter the premises or any part thereof and repossess the same, and expel the Lessee and those claiming under and through Lessee and remove Lessee's effects, without being deemed guilty of any manner of trespass and upon entry as aforesaid, this lease shall terminate and shall wholly expire; provided, however, such cure period shall be only ten (10) days with respect to Lessee's covenant to pay rent. The

Lessee covenants that in case of such termination Lessee will indemnify the Lessor against all loss of rent during the residue of the term fees, which the Lessor may incur by reason of such termination.

15. Non-Waiver Clause. No waiver by Lessor of any default by Lessee shall be effective unless in writing or operate as a waiver of any other default or of the same default on a future occasion. Lessor's acceptance of rent shall not be deemed a waiver as to any proceeding default.

16. Lessor's Remedies. All remedies of Lessor shall be cumulative to the full extent allowed by applicable law. No delay or omission on the part of Lessor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lessor of any right or remedy shall preclude other or further exercise thereof, or of any other right or remedy.

17. Holdover. It is agreed that a holding over beyond the expiration of the term herein specified shall operate as an extension of this lease from month-to-month only, with the monthly rent increasing 125% with Lessee or Lessor to give thirty (30) days written notice at the end of any month to terminate the month-to-month extension. No holdover shall be permitted without the written consent of the Lessor.

18. Light and Air. It is agreed that this lease does not grant a continuance of light and air over any property adjoining the leased premises.

19. Lessor's Non-Liability. It is agreed that the Lessor shall not be liable to the Lessee or any other person on the demised premises or in the building by the Lessee's consent, invitation or license, expressed or implied, for any damage either to person or property sustained by reason of the condition of said premises or building, or any part thereof, or arising from the bursting or leaking of any water, gas, sewer, or steam pipes, or due to the act or neglect of any employee of the Lessor, or the act of any Co-Lessee or any occupant of said building or other person therein, or due to any casualty or accident in or about said building unless resulting from the Lessor's willful wrongful act or omission.

20. Lessee's Liability. The Lessee agrees to be responsible for any damage to the property of the Lessor which may result from any use of the demised premises or any act done thereon by the Lessee or any person coming or being thereon by the license of the Lessee, expressed or implied, and will also indemnify and save the Lessor, its officers, directors, employees, representatives and volunteers (collectively "Lessor Personnel") harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any other person or entity (including, but not limited to, any employee, invitee, agent or contractor of Lessee) for damage to person or property resulting from any such causes (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of Lessor, and/or acts for which the Lessor would be held strictly liable, but excluding the sole active negligence or willful misconduct of Lessor. In connection therewith:

a. Lessee shall defend and hold Lessor and Lessor Personnel harmless from any and all Claims, whether caused in whole or in part by Lessor's active or passive negligence,

and/or acts for which Lessor and/or Lessor Personnel would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of Lessor or Lessor Personnel; and Lessee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

b. Lessee shall promptly pay any judgment rendered against Lessee or Lessor covering any Claim, and hold and save Lessor and Lessor Personnel harmless therefrom, whether such Claim was caused in whole or in part by Lessor and/or Lessor Personnel's active or passive negligence, and/or acts for which Lessor and/or Lessor Personnel would be held strictly liable, but excluding the sole active negligence and willful misconduct of Lessor and/or Lessor Personnel.

c. In the event Lessor is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Lessee shall pay to Lessor any and all costs and expenses incurred by Lessor in any such action or proceeding, together with reasonable attorneys' fees.

d. All of the indemnity obligations of Lessee under this Paragraph 20, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

21. Condition. Except as herein contained, no representations have been made as to the condition of the demised premises.

22. Lessee's Obligation to Maintain Premises. Lessee shall at all times during the term of this agreement, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the premises. Lessee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of Lessor in its sole discretion), the premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the premises. Lessee shall at all times in the maintenance and use of the premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Lessee expressly agrees to maintain the premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of Lessor and in compliance with all applicable laws.

23. Compliance with Laws and Quiet Possession. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and all departments thereof, applicable to the demised premises. Lessor covenants and warrants that Lessee, on payment of rents and other sums due hereunder and the performance of all its covenants herein contained, shall have the full and unrestricted use, possession and enjoyment of the demised premises during the term hereof, subject only to the provisions of paragraph 23 hereof.

24. Subordination. This lease shall be subordinate to any recorded or unrecorded mortgage lien(s) securing financing on the demised premises for the duration of this lease. If there is a default by the Lessor under any such mortgage, it shall not affect the tenancy of Lessee so long as the Lessee is not in default hereunder.

25. Surrender of Premises. Upon the termination of this Lease, Lessee shall, at Lessee's sole cost, remove all trade fixtures, office furniture and equipment (excluding electric light fixtures) installed by Lessee unless otherwise agreed to in writing by Lessor. Lessee shall also promptly repair any damage caused by such removal. Property not so removed shall be deemed abandoned by the Lessee at the termination of this Lease and title to the same shall thereupon pass to Lessor except that the Lessor shall have the right to charge the Lessee for time, labor, machinery, trucking and dumping to remove Lessee's abandoned property, and to place the subject Premises in the same broom clean condition that the Premises were in at the time the Lessee first took possession of the subject Premises. Lessee shall indemnify the Lessor against any loss or liability resulting from delay by Lessee in so surrendering the premises, including without limitation, any claims made against Lessor by any succeeding Lessee founded on such delay.

26. Waiver of Subrogation. The Lessor and the Lessee hereby release each other and each others' Lessees and Sub-Lessees (and the employees, agents, licensees, customers and invitees of each other and such Lessees and Sub-Lessees) from any and all claims and liability for any loss, damage or injury by reason of fire or other casualty which could be insured against under a standard fire and extended coverage insurance policy issued on an all-risk basis including loss, damage or injury caused by negligence.

27. Attorney's Fees. Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of this lease.

28. Lessee's Insurance. The Lessee shall carry Public Liability and Property Damage Insurance in amounts of not less than \$3,000,000 for combined Bodily Injury and Property Damage Insurance.

Lessee shall furnish the Lessor with a Certificate of such insurance naming the Lessor an additional insured, said Certificate to be submitted to Lessor no later than five (5) days from the commencement date of this lease. The policies of liability insurance shall be in a form satisfactory to Lessor. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with Lessor.

Lessor shall have the right at any time to review the coverage, form, and limits of insurance required under this Lease. If, in the sole and absolute discretion of Lessor, the insurance provisions in this Lease do not provide adequate protection for Lessor, Lessor shall have the right to require Lessee to obtain insurance sufficient in coverage, form and limits to provide adequate protection, and Lessee shall promptly comply with any such requirement. Lessor's requirements shall not be unreasonable, but shall be adequate in the sole opinion of Lessor to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

Notwithstanding any other provision of this Lease, this Lease shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance is not on file with Lessor.

29. Notices. All notices to be given hereunder by either party shall be in writing and given by personal delivery to Lessor or the Lessee, or shall be sent by United States Certified or Registered Mail addressed to the party intended to be notified at the post office address of such party designated below or at such other address as may be designated by notice hereunder, and notice given as aforesaid shall be a sufficient service thereof and shall be deemed given as of the date when received. Lessee acknowledges that the Lessor may implement Rules & Regulations or make changes to the Rules & Regulations at any time given thirty (30) days written notice to Lessee.

30. Construction. It is understood that the term Lessor and Lessee, used herein, shall be construed to mean Lessors and Lessees where there is more than one, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women shall in all cases be assumed as though fully expressed.

31. Binding Effect. The covenants and agreements contained herein are binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

32. Partial Invalidity. In the event that any of the provisions of this lease shall contravene or be held invalid under the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but it shall be construed as if not containing the particular provision of provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

33. Applicable Law. The validity, construction and enforcement of this agreement shall be governed by and construed in accordance with the laws of the State of California.

34. Memorandum of Lease. Upon request of either party hereto, the parties hereto shall execute and acknowledge for recording a Memorandum of Lease. The party requesting the Memorandum of Lease, and recording thereof, shall pay the cost of such preparation and recording.

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

**LESSOR:**

**CITY OF HUNTINGTON PARK**

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

City Manager, City of Huntington Park

**LESSEE:**

**PARKING COMPANY OF AMERICA**

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

Name: Eric Chaves

Title: President

**ATTEST:**

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

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

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

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

City Clerk, City of Huntington Park

**APPROVED AS TO FORM**

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

City Attorney, City of Huntington Park

# **#13**

**Approve Parking Facility Lease  
with Parking Company of  
America to Manage the Parking  
Structure at 6330 Rugby Ave.  
(Reference Staff Report Item 12)**

# **#14**

**Approve Parking Facility Lease  
with Parking Company of  
America to Manage the Parking  
Structure at 6535 Rugby Ave.  
(Reference Staff Report Item 12)**



# **CITY OF HUNTINGTON PARK**

**City Council Special Meeting Agenda  
Monday, October 6, 2014**

## **Item 15**

**Discussion / Action on Alternate Rail Route Options  
for Eco-Rapid Line**

# **CITY OF HUNTINGTON PARK**

**City Council Special Meeting Agenda  
Monday, October 6, 2014**

## **Item 16**

**Discussion / Action of City Hall Closure during Weeks  
of Christmas / New Year's**



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

October 6, 2014

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

Dear Mayor and Members of the City Council:

**CONSIDERATION OF ORDINANCE AMENDING CHAPTER 11 OF TITLE 5, AMENDING AND ADDING PROVISIONS TO CHAPTER 2 OF TITLE 6, AMENDING CHAPTER 7 OF TITLE 6, AND ADDING CHAPTER 8 TO TITLE 6 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO SOLID WASTE**

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

1. Approve the first reading and introduce ordinance amending Chapter 11 of Title 5, amending and adding provisions to Chapter 2 of Title 6, amending Chapter 7 of Title 6, and adding Chapter 8 to Title 6 of the City of Huntington Park's Municipal Code as it relates to solid waste (Attachment 1).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City Council approved a solid waste franchise agreement with United Pacific Waste on August 18, 2014. Staff is presenting amendments to the City's current ordinances as it relates to the collection and disposal of solid waste and recyclable materials in order to maintain uniformity between local regulations, state laws governing solid waste disposal and recycling, and the franchise agreement. These amendments are contained in the ordinance that would amend and add certain sections to the City's Municipal Code (**Attachment 1**) and is presented for a first reading. The primary impact of ordinance would be to create a system whereby persons who wish to provide for the disposal of waste on their own may self haul, provided they demonstrate they dispose of waste at a proper facility and also recycle waste so as to achieve the State mandated 50% diversion requirement.

City staff is also recommending the addition of Chapter 8 to Title 6 of the City's Municipal Code which sets forth the recycling requirements that apply to large events and large venues. This addition will allow the City's municipal code to maintain uniformity with state laws.

CONSIDERATION OF ORDINANCE AMENDING CHAPTER 11 OF TITLE 5, AMENDING AND  
ADDING PROVISIONS TO CHAPTER 2 OF TITLE 6, AMENDING CHAPTER 7 OF TITLE 6, AND  
ADDING CHAPTER 8 TO TITLE 6 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING  
TO SOLID WASTE

October 6, 2014

Page 2 of 2

**FISCAL IMPACT/FINANCING**

None.

**CONCLUSION**

Staff recommends the City Council approve the first reading and introduction of an ordinance amending Chapter 11 of Title 5, amending and adding provisions to Chapter 2 of Title 6, amending Chapter 7 of Title 6, and adding Chapter 8 to Title 6 of the City of Huntington Park's Municipal Code as it relates to solid waste. 3. The City Council could decline to approve the first reading and introduction of the above ordinance and pursue other options as the City Council deems desirable.

Respectfully submitted,



JULIO MORALES  
Interim City Manager

**ATTACHMENTS**

1. Ordinance No. amending and addition provisions to the City's Municipal Code related to solid waste

**ORDINANCE NO. 2014-**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF HUNTINGTON PARK, CALIFORNIA,  
AMENDING SECTION 5-11.05.1 of ARTICLE 2, CHAPTER 11 OF TITLE  
5, RE-TITLING OF MUNICIPAL CODE CHAPTER 2 OF TITLE 6,  
REPEALING AND REPLACING SECTIONS 6-2.10 THROUGH 6-2.208  
OF ARTICLES 1 AND 2 OF CHAPTER 2 OF TITLE 6, AND AMENDING  
CHAPTER 7 OF TITLE 6 SECTIONS 6-7.01, 6-7.03, AND 6-7.06 OF THE  
HUNTINGTON PARK MUNICIPAL CODE RELATED TO THE  
COLLECTION OF SOLID WASTE, AND ADDING CHAPTER 8 OF  
TITLE 6 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATED  
TO THE RECYCLING OF SOLID WASTE FROM LARGE VENUES**

**WHEREAS**, the City Council of the City of Huntington Park is committed to protecting the public health, safety, and welfare of the community, and to meet these goals it is necessary for the City Council to adopt measures, from time to time, to meet threats to the public health, safety, and welfare; and

**WHEREAS**, the City Council has granted a new exclusive franchise for solid waste handling services within City (the “Agreement”) to a solid waste enterprise (the “Contractor”), and finds the uniform collection and disposal of solid waste in a manner consistent with the terms of the Agreement to be in furtherance of the public health, welfare, and efficient administration of municipal waste management; and

**WHEREAS**, the City finds it necessary to amend its current ordinances related to the collection and disposal of solid waste and recyclable materials in order to maintain uniformity between local regulations, state laws governing solid waste disposal and recycling, and the Agreement; and

**WHEREAS**, the City desires to enable residential and commercial property owners to “self haul” waste generated on said properties in lieu of contracting for solid waste handling services with the Contractor; and

**WHEREAS**, in order to protect the public health, safety and efficient administration of municipal waste hauling, it is necessary for the City to oversee and regulate the frequency and quality of self hauling activities within the City’s jurisdiction.

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

**SECTION 1.** AMENDMENT TO MUNICIPAL CODE SECTION 5-11.05.1 of ARTICLE 2, CHAPTER 11, TITLE 5: Article 2, Section 5-11.05.1 of Chapter 11, Title 5 of the Huntington Park Municipal Code are hereby amended to read as set forth on the attached Exhibit A.

**SECTION 2.** RE-TITLING OF MUNICIPAL CODE CHAPTER 2 OF TITLE 6: Chapter 2 of Title 6 of the Huntington Park Municipal Code is hereby re-titled to read “Solid Waste” as set forth on the attached Exhibit A.

**SECTION 3.** REPEAL, RE-TITLING OF AND REPLACEMENT OF MUNICIPAL CODE SECTIONS 6-2.10 THROUGH 6-2.208 OF ARTICLES 1 AND 2, CHAPTER 2, TITLE 6: Articles 1 and 2, Sections 6-2.10 through 6-2.208 of Chapter 2, Title 6 of the Huntington Park Municipal Code are hereby repealed in their entirety and are hereby replaced in their entirety with Article 1, re-titled to read “Collection of Solid Waste”, Sections 6-2.100 – 6-2.111 as set forth on the attached Exhibit A.

**SECTION 4.** AMENDMENT TO MUNICIPAL CODE SECTIONS 6-7.01, 6-7.03, and 6-7.06 of CHAPTER 7, TITLE 6: Sections 6-7.01, 6-7.03, and 6-7.06 of Chapter 7, Title 6 of the Huntington Park Municipal Code are hereby amended to read as set forth on the attached Exhibit A.

**SECTION 5.** AMENDMENT TO MUNICIPAL CODE TITLE 6, TO ADD CHAPTER 8 titled “Recycling Requirements For Large Events And Large Venues” and to read in its entirety as set forth on the attached Exhibit A.

**SECTION 6.** SEVERABILITY: If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or effective. To this end the provisions of this Ordinance are declared to be severable.

**SECTION 7.** This Ordinance shall be in full force and effect thirty (30) days after adoption.

**SECTION 8.** The City Clerk of the City of Huntington Park is hereby directed to certify to the passage and adoption of this Ordinance and to cause it to be published or posted as required by law.

**PASSED, APPROVED, AND ADOPTED** this      day of      , 2014.

**CITY OF HUNTINGTON PARK**

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Rosa E. Perez, Mayor

ATTEST:

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Donna G. Schwartz, CMC  
Interim City Clerk

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**EXHIBIT A**

Chapter 5-11, Article 2, section 5-11.05.1 is amended as follows:

**CHAPTER 5-11**

**SIDEWALK AND STREET MAINTENANCE**

**5-11.05.1     Definitions.**

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

. . .

"Hazardous Waste" shall mean and include all Hazardous Waste as defined in Section 6-2.100(l) of the Municipal Code.

. . .

"Solid Waste" shall mean and include all Solid Waste as defined in Section 6-2.100(v) of the Municipal Code.



Chapter 6-2, Articles 1 and 2, sections 6-2.101 through 6-2.208 are hereby repealed and replaced in their entirety as follows:

## CHAPTER 6-2

### SOLID WASTE

#### ARTICLE 1 COLLECTION OF SOLID WASTE

##### **6-2.100      Definitions.**

The words and phrases contained in this chapter shall have the meaning commonly associated with them unless special meaning is ascribed to them by the California Public Resources Code or the California Code of Regulations (as either may be amended from time to time) in which case such meaning shall apply; except that the following words shall, for the purpose of this chapter, be defined as follows:

- a. "AB 341" shall mean Assembly Bill 341 from the 2011-2012 Regular Session of the California Legislature (chapter 476, stats. 2011).
- b. "AB 939" shall mean that state legislation commonly known as the California Integrated Waste Management Act (chapter 1095, stats. 1989, as amended) as codified in Public Resources Code section 49000, *et seq.*
- c. "Bins" shall mean a Container, commonly referred to as dumpsters, including compactors and any similar such devices, with a capacity of under ten (10) cubic yards.
- d. "Cart" means a plastic Container provided by a Franchisee for Collection, with a hinged lid and wheels serviced by an automated process, as opposed to a manual process of lifting and dumping.
- e. "City" means the City of Huntington Park.
- f. "City Manager" means the City Manager of the City or his duly-authorized representative or designee.
- g. "Collect" or "Collection" or "Collecting" shall mean to take physical possession of, transport, and remove Solid Waste from a Premises.
- h. "Commercial Premises" means Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and

1 industrial operations, but excluding Residential Premises upon which business activities are  
2 conducted when such activities are permitted under applicable zoning regulations and are not the  
3 primary use of the property. Notwithstanding any provision to the contrary herein, for purposes of  
4 this chapter, Premises upon which hotels and motels are operated and upon which Multi-Family  
5 Dwellings exist shall be deemed to be Commercial Premises.

6 i. "Container" means any and all types of Solid Waste receptacles, including Carts, Bins, and  
7 Rolloff Boxes.

8 j. "Dwelling Unit" shall mean one or more rooms designed for occupancy by one family for  
9 living and sleeping purposes and containing kitchen facilities or an area designed for the  
10 preparation of food for use solely by one family.

11 k. "Franchisee" means a person, persons, firm or corporation that has been issued a franchise  
12 by City to provide Solid Waste handling services related to Solid Waste generated within the City.

13 l. "Hazardous Waste" means all substances defined as hazardous waste, acutely hazardous  
14 waste, or extremely hazardous waste by the State of California in Health and Safety Code sections  
15 25110.02, 25115 and 25117, or in the future amendments to or re-codifications of such statutes, or  
16 identified and listed as hazardous waste by the US Environmental Protection Agency (EPA)  
17 pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), all  
18 future amendments thereto, and all rules and regulations promulgated thereunder.

19 m. "Multi-Family Dwelling" means any building or lot containing more than one Dwelling  
20 Unit at which a Franchisee determines (and City agrees) the Dwelling Units must receive Solid  
21 Waste Collection services through the use of shared Bins, since they are not reasonably able to  
22 store Carts or otherwise receive individualized Solid Waste Collection service through the use of  
23 Carts. Unless otherwise determined as set forth above, any Premises upon which four (4) or more  
24 Dwelling Units exists shall be deemed to be a Multi-Family Dwelling. Any ambiguity as to  
25 whether a Premises qualifies as a Single-Family Dwelling or Multi-Family Dwelling for purposes  
26 of receiving Solid Waste Collection in Carts or Bins shall be resolved by the City Manager whose  
27 decision shall be final.

28 n. "Person" means any individual, firm, corporation, association, group or other entity.

- 1 o. "Premises" shall mean any land, building and/or structure within the City limits where  
2 Solid Waste is generated or accumulated.
- 3 p. "Recycle" or "Recycling" means the process of Collecting, sorting, cleaning, treating and  
4 reconstituting materials that would otherwise become Solid Waste and returning these materials to  
5 the economic mainstream in the form of raw materials for new, reused or reconstituted products  
6 which meet the quality standards used in the marketplace.
- 7 q. "Recyclable Material" means that Solid Waste capable of being recycled, including but not  
8 limited to glass, newsprint, newspaper, aluminum, cardboard, certain plastics or metal.
- 9 r. "Residential Premises" shall mean all Premises upon which Dwelling Units exist.  
10 Notwithstanding any provision to the contrary herein, for purposes of this chapter, Premises upon  
11 which hotels and motels are operated or upon which Multi-Family Dwellings exist shall be  
12 deemed to be Commercial Premises.
- 13 s. "Rolloff Box" means Containers of ten (10) cubic yards or larger, including compactors.
- 14 t. "Self Hauler" means any Person or entity that, pursuant to section 6-2.109 of this chapter,  
15 provides for the Collection, transportation and disposal of Solid Waste generated by his/her/its  
16 own Premises.
- 17 u. "Single Family Dwelling" means a building or lot containing one Dwelling Unit, and  
18 includes buildings and lots with more than one Dwelling Unit where such Dwelling Units are  
19 determined by the City to be reasonably able to receive individualized Solid Waste Collection  
20 service by an automated process utilizing Carts. While for ease of interpretation the definitions of  
21 Single Family Dwelling and Multi-Family Dwelling, when read together, have been drafted to  
22 include a general default so as to allow for Bins rather than Carts at Premises having four (4) or  
23 more Dwelling Units, it is intended that Carts will be used for Solid Waste Collection service,  
24 rather than Bins, wherever reasonable to do so. Any ambiguity as to whether a Premises qualifies  
25 as a Single Family Dwelling or Multi-Family Dwelling shall be resolved by the City Manager.
- 26 v. "Solid Waste" shall mean and include all Solid Waste as defined in Public Resources Code  
27 section 40191, as it may be amended from time to time. Solid Waste does not include Hazardous  
28 Waste (Class I), low-level radioactive waste, untreated medical waste, or Special Wastes as

1 defined herein.

2 w. "Special Wastes" shall mean wastes other than Solid Waste, including sewage, sludge,  
3 industrial sludge, asbestos, auto bodies, tires, used motor oil, Hazardous Waste, animal body parts,  
4 explosive substances, radioactive materials, acids, solvents and other materials which may not be  
5 disposed of at a Class III landfill or which requires special handling.

6 x. "Yard Waste" means all leaves, grass cuttings and shrubs that accompany routine  
7 household or property maintenance functions.

8 **6-2.102 Authority to Grant Franchises.** The City Council may by resolution or ordinance  
9 grant one or more franchises for Solid Waste handling services related to Solid Waste generated  
10 within the City.

11 **6-2.103 Subscription to Collection Service or Self-Hauling.**

12 a. Arrangements for Removal of Solid Waste Mandatory. Except as otherwise provided in  
13 this chapter, the owner, property manager, tenant and/or Person in charge or control of each  
14 Residential Premises and each Commercial Premises in the City shall either (i) subscribe to Solid  
15 Waste Collection services with a Franchisee for said Premises; or (ii) register as a Self-Hauler and  
16 obtain a self-hauler permit as set forth in this chapter in connection with said Premises.

17 b. Exception; Vacant Premises. The above requirement to arrange for Solid Waste Collection  
18 services shall not apply in connection with any Residential Premises at which all Dwelling Units  
19 are vacant, or Commercial Premises that are vacant, for a period of thirty (30) days or more,  
20 provided this exception shall only apply during the period of vacancy. Any Person seeking to  
21 avail himself/herself of the exception provided herein shall bear the burden of providing  
22 reasonable evidence to City, pursuant to such regulations or guidelines as the City Manager is  
23 hereby authorized to develop, demonstrating vacancy of the Premises for the period in question.

24 **6-2.104 Public Nuisance.**

25 a. It is unlawful, and a public nuisance, for any Person to occupy or inhabit any Premises  
26 within the City for which arrangements have not been made and kept in full force and effect for  
27 Solid Waste Collection services in a manner consistent with the provisions hereof.

28 b. The keeping of Solid Waste in Containers other than those prescribed by this chapter, or

1 the keeping upon Premises of Solid Waste which is offensive, obnoxious or unsanitary, is  
2 unlawful, constitutes a public nuisance, and may be abated in the manner provided by law for the  
3 abatement of nuisances.

4 **6-2.105        Containers.**

5 a.        Every owner, occupant or Person in possession, charge or control of any Premises within  
6 the City shall deposit or cause to be deposited all Solid Waste generated or accumulated on such  
7 Premises, and intended for Collection and disposal, in sealed, watertight Bins, Carts, Rolloff  
8 Boxes or other Containers that are either (i) provided by, or acceptable to, a Franchisee; or  
9 (ii) approved by the City Manager for self-hauling purposes pursuant to this chapter. No owner,  
10 occupant or Person in possession, charge or control of any Premises shall utilize a Bin, Cart,  
11 Rolloff Box or other Container not in conformance with the requirements hereof for the  
12 Collection, accumulation or storage of Solid Waste.

13 b.        No Bin, Cart, Rolloff Box or other Container shall be placed adjacent to or in a street or  
14 public right-of-way for Collection service prior to 6:00 p.m. on the evening preceding the normal  
15 Collection time, and all Containers so placed shall be removed from the street or right-of-way by  
16 8:00 p.m. on the day of Collection.

17 c.        Container lids shall remain closed at all times that the Container is unattended. If the Solid  
18 Waste contained within a Bin, Cart, Rolloff Box or other Container exceeds the actual capacity of  
19 the Container, then a larger Container or multiple Containers shall be utilized.

20 d.        It is unlawful for any Person to share, place Solid Waste in, or to otherwise use the Bin,  
21 Cart, Rolloff Box or other Container of another Person or business. Notwithstanding anything  
22 contained herein to the contrary, the sharing of Containers shall be permitted under the following  
23 conditions:

24        1.        The owner, property manager or Person in charge or control of a Premises upon  
25        which a Multi-Family Dwelling exists may arrange for Containers for shared use by the  
26        occupants, tenants or Persons in possession of the Dwelling Units on such Premises.

27        2.        The occupants of a single commercial building or contiguous and adjacent  
28        commercial buildings may share a Container for Solid Waste Collection services at a

common location, subject to approval of the City Manager, which approval may be delegated to a Franchisee. Approval by the City Manager shall be based upon (i) the type of Solid Waste generated by each Commercial Premises; and (ii) the number of Containers and frequency of Solid Waste Collection needed to protect the public health, welfare and safety.

e. It is unlawful to use any Bin, Cart, Rolloff Box or other Container furnished by a Franchisee for any purpose other than the Collection, accumulation and storage of Solid Waste; or to convert or alter such Containers for other uses; or to intentionally damage such Containers.

f. All Containers used for the Collection of Solid Waste at Single Family Dwellings shall be stored out of public view in a side or rear yard or an enclosed garage except on Collection day. If the physical design of the Premises does not allow for obscuring Containers from public view, Containers shall be stored in an area at the point furthest from the closest street or roadway.

g. Where it is determined by the City Manager that there is a lack of space on the Person's Premises for the placement of Solid Waste Containers, with City Manager approval, the Containers may be located on a City parking lot and shall be kept in enclosures approved by the City Manager.

**6-2.106      Frequency of Collection.**

a. Residential Premises. With the exception of vacant Premises meeting the provisions of section 6-2.103(b) above, not less than once per week, every owner, occupant or Person in possession, charge or control of any Residential Premises within the City shall remove by self-hauling (as provided herein) or cause to be removed by subscription to services provided by a Franchisee all Solid Waste stored, generated, Collected or accumulated on such Premises.

b. Commercial Premises. With the exception of vacant Premises meeting the provisions of section 6-2.103(b) above, not less than once per week, every owner, occupant or Person in possession, charge or control of any Commercial Premises within the City shall remove by self-hauling (as provided herein), or cause to be removed by subscription to services provided by a Franchisee, all Solid Waste stored, generated, Collected or accumulated on such Premises.

c. Modifications to Collection Frequency. The City Manager may provide written notice to

the owner of any Premises that the above minimum removal requirements are not sufficient to avoid the creation of a public nuisance due to unique circumstances at such Premises. The City Manager may direct that Solid Waste shall be removed by the owner of any Premises so notified on a more frequent schedule and/or that additional or larger Containers shall be utilized.

**6-2.107      Unlawful and Prohibited Acts.**

a. It is be unlawful for any Person other than a Franchisee (or its agents and employees) to Collect any discarded Solid Waste including Recyclable Material, within the City. This prohibition shall not, however, apply to:

1. a Person that obtains a self-hauler permit in accordance with this chapter;
2. the owner, tenant or occupant of Residential or Commercial Premises who has subscribed for and is receiving Solid Waste Collections services from a Franchisee, when such owner, tenant or occupant is Collecting materials generated at his/her own Premises for delivery to a lawful disposal or Recycling facility. This exemption does not permit the hiring of any Person or entity, other than a Franchisee, to Collect Solid Waste from one's own Premises;
3. the Collection, transportation and disposal of construction and demolition debris by a contractor, handyman, repairman or other similar service provider as an incidental part of the services provided to its customers rather than as a hauling service, provided that such Solid Waste is not Collected by a third party hired for the primary purpose of Collecting said materials, and further provided that such services comply with any ordinances, policies and regulations of City relating to the Collection of such materials;
4. the Collection of Yard Waste, green waste and related Solid Waste by a gardener or landscaper as an incidental part of the gardening or landscaping services provided to its customers, rather than as a hauling service, provided that such Solid Waste is not Collected by a third party hired for the primary purpose of Collecting said materials;
5. any Person or entity Collecting Recyclable Material sold or donated to it by the Person or entity that generated such Recyclable Material (the "generator") provided, however, to the extent permitted by law, if the generator is required to pay monetary or

1 non-monetary consideration for the Collection, transportation, transfer or processing of  
2 Recyclable Material, the fact that the generator receives a reduction or discount in price  
3 therefor (or in other terms of the consideration the generator is required to pay) shall not be  
4 considered a sale or donation; and

5 6. the Collection, transportation or disposal of Solid Waste by City employees in the  
6 course and scope of their employment with the City.

7 b. It is unlawful for any Person, other than the owner, occupant or Person in possession,  
8 charge or control of any Residential or Commercial Premises, or a Person authorized by law (such  
9 as a Franchisee), to remove any Bin, Cart, Rolloff Box or other Container from any such Premises  
10 or from any location where it was lawfully placed for Collection, without the prior written  
11 approval of the owner, occupant or Person in possession, charge or control of such Premises.

12 c. No Person shall place Solid Waste adjacent to a street or public right-of-way for Collection  
13 by a Franchisee without having first subscribed for Solid Waste Collection services with such  
14 Franchisee.

15 d. No Person shall burn any Solid Waste within the City, except in an approved incinerator or  
16 other device for which a permit has been issued by the building official and fire marshal, and  
17 which complies with all applicable local, state and/or federal permit requirements, laws, rules and  
18 regulations.

19 e. It is unlawful for any Person, other than a Franchisee, to take, remove or appropriate for  
20 his/her own use any Solid Waste, including Recyclable Materials, which has been placed in any  
21 street or alley for Collection or removal by a Franchisee, regardless of whether the Solid Waste is  
22 placed in a Bin, Cart, Rolloff Box or other Container.

23 f. It is unlawful for any Person to throw, place, scatter, or deposit Solid Waste on the  
24 property of another Person or upon any street, driveway, highway or alley in the City, except as  
25 otherwise permitted in this Chapter.

26 g. It is unlawful for any Person to throw, place, scatter, or deposit Solid Waste on any  
27 premises in the City in such a manner that the same is, or may become a nuisance or endanger the  
28 public health.



1 **6-2.108        Use of Containers for Solid Waste Generated During Construction and**  
2 **Demolition.**

3 Any Person who generates Solid Waste in connection with the construction of a new building, a  
4 building addition, remodel, or the demolition of any structure for which a building permit is  
5 required, shall either make arrangements for Solid Waste Collection service with the use of  
6 Containers from a Franchisee, be registered to Self Haul such Solid Waste in the manner set forth  
7 herein, or make arrangements pursuant to section 6-2.107(a)(3). In addition to constituting a  
8 violation of this chapter, the failure to produce evidence of compliance with this section upon the  
9 request of a City building inspector, code enforcement officer or other City officer shall result in  
10 the red-tagging of the project by the City and a requirement that all work cease until compliance  
11 with this section.

12 **6-2.109        Self Haulers.**

13 a.        Self Haulers holding a self-hauler permit and operating in accordance with this chapter are  
14 only permitted to Collect, transport and dispose of Solid Waste generated by and upon the Self  
15 Hauler's own Premises. Under no circumstances may a Self Hauler Collect, transport or dispose  
16 of Solid Waste generated upon Premises that are not owned, operated or controlled by the Self  
17 Hauler. Notwithstanding any other provision of this chapter, Self Haulers shall not be permitted  
18 to share, place Solid Waste in, or to otherwise use the Bin, Cart, Rolloff Box, or other Container of  
19 another Person or business.

20 b.        Permit. All Self Haulers shall subscribe to the following requirements:

21        1.        Each Self Hauler shall obtain a permit from the City Manager. Self Haulers must  
22        renew their permit at the commencement of each fiscal year. Initial applications for a  
23        permit following the adoption of these regulations, for the 2014-2015 fiscal year, must be  
24        submitted to the City Manager on or before January 1, 2015.

25        2.        The application for a self-hauler permit, whether upon initial application or  
26        renewal, shall include the following: (i) a list of all Bins, Carts, Rolloff Boxes and other  
27        Containers to be used by the Self Hauler; (ii) a list of all transportation and disposal  
28        equipment to be used by the Self Hauler; (iii) a written explanation of where all Solid

1 Waste will be delivered for disposal and diversion; (v) a written plan explaining to the  
2 reasonable satisfaction of the City Manager how not less than fifty percent (50%) of Solid  
3 Waste Collected will be diverted from disposal in compliance with AB 939 or other higher  
4 diversion requirements as may be imposed by applicable laws; and (vi) any other  
5 information deemed necessary by the City Manager to ensure protection of public health,  
6 safety and sanitary needs.

7 3. Applications to renew a self-hauler permit shall additionally include: (i) receipts  
8 from self-hauling activities undertaken in the prior year demonstrating that the applicant  
9 has effectively diverted at least fifty percent (50%) of all Solid Waste Collected from its  
10 Premises from landfills in a manner that complies with the requirements of AB 939 and  
11 any other higher requirements as may be imposed by applicable laws; and (ii) receipts from  
12 self-hauling activities undertaken in the prior year demonstrating that the applicant has  
13 delivered Solid Waste Collected from its Premises to appropriate disposal or Recycling  
14 facilities at least as frequently as Collection is required for such Self Hauler by the City  
15 Manager.

16 4. The City Manager shall approve the application for a self-hauler permit if it meets  
17 the requirements of this section, and if the equipment, Containers, diversion plan and  
18 disposal plan are to his reasonable satisfaction, and if evidence of past diversion and  
19 disposal requirements demonstrate the applicant has complied with the fifty-percent (50%)  
20 diversion requirement, or such other diversion requirements as may be imposed by  
21 applicable laws, and otherwise complied with all laws related to collection, transportation,  
22 and disposal of Solid Waste.

23 c. Containers. Each Self Hauler shall provided its own Bins, Carts, Rolloff Boxes or other  
24 Containers. Bins, Carts, Rolloff Boxes or other Containers utilized by a Self Hauler must conform  
25 to industry standards for Solid Waste disposal and must be approved by the City Manager in  
26 writing prior to issuance of a self-hauler permit. In addition, any Containers utilized by a Self  
27 Hauler shall comply with the following requirements:

28 1. All Containers shall be maintained in good repair, and any question as to the

- 1 meaning of this standard shall be resolved by the City Manager.
- 2 2. All Containers shall be maintained in a sealed, watertight condition;
- 3 3. Self Haulers shall remove any graffiti that appears on Containers within twenty-
- 4 four (24) hours after becoming aware of it.
- 5 d. Collection and Transport Equipment. Collection and transport equipment, including but
- 6 not limited to transport trucks and vehicles, utilized by a Self Hauler must be approved by the City
- 7 Manager in writing prior to issuance of a self-hauler permit, and must be appropriate for their
- 8 intended purpose.
- 9 e. Non-Commercial Venture. It is the intent of this chapter to prevent and proscribe self-
- 10 hauling activities undertaken as a commercial enterprise. Self Haulers must obtain all equipment,
- 11 including Containers and Collection and transportation equipment, at a fair market value that does
- 12 not include any hauling services, "free" or otherwise. Stated otherwise, a Self Hauler may not pay
- 13 a solid waste enterprise an amount that exceeds fair market value for equipment, and then claim to
- 14 receive collection, transportation and disposal services at no cost from such solid waste enterprise.
- 15 A Self Hauler may utilize its own employees to undertake self-hauling activities, but under no
- 16 circumstance may a Self Hauler utilize an independent contractor or any other Person or entity for
- 17 Solid Waste Collection services other than a Franchisee.
- 18 f. Other Recycling Obligations. Self Haulers shall Recycle all Recyclable Materials not
- 19 otherwise addressed by this section to a degree and in a manner consistent with standards
- 20 generally applicable to the Solid Waste industry and as required by state law.
- 21 g. Collection Frequency. Unless otherwise specifically provided in this chapter, Self Haulers
- 22 shall remove Solid Waste from their Premises at least once per week. However, upon application
- 23 to the City for a self-hauler permit, the City Manager may determine a different frequency for
- 24 Solid Waste Collection, transport and disposal from the Self Hauler's Premises. This
- 25 determination shall be based upon the nature of the Premises, the type of Solid Waste generated by
- 26 the Premises, and the Collection capacity of the Self Hauler as demonstrated by information in the
- 27 application.
- 28 h. Hazardous and Special Wastes. Unless lawfully and currently licensed under state, federal

1 and local laws, no Self Hauler shall engage in the Collection, transport or disposal of Hazardous  
2 Waste or Special Wastes.

3 i. Revocation. The City Manager may revoke a self-hauler permit if the permittee: (i) fails to  
4 divert at least fifty percent (50%), or other higher diversion requirements as may be imposed by  
5 applicable laws, of all Solid Waste Collected from its Premises from landfills in a manner that  
6 complies with the requirements of AB 939, AB 341, and other applicable laws; (ii) fails to deliver  
7 Solid Waste Collected from its Premises to appropriate disposal or Recycling facilities at least as  
8 frequently as Collection is required for such Self Hauler by the City Manager, or (iii) fails to  
9 comply with any section in this Code or other applicable law regarding the Collection, hauling,  
10 transportation, or disposal of Solid Waste.

11 **6-2.110 Unauthorized Containers.**

12 In addition to any other penalties and/or remedies as set forth in this chapter or provided for by  
13 law, any Container placed within the City for the Collection of Solid Waste in violation of section  
14 6-2.107 (hereinafter "Unauthorized Container(s)") may be impounded as set forth herein.

15 a. The City Manager may cause a notice to be placed in a conspicuous place on any  
16 Unauthorized Container directing that it be removed. The notice shall specify the nature of the  
17 violation and shall state that the bin, drop-off box, trailer or waste receptacle must be removed  
18 within twenty-four hours or it may be removed and stored by the City, and the contents disposed  
19 of, at the expense of the owner thereof. The notice shall indicate the time that it was posted and  
20 shall include the name and phone number of a person designated by the City to hear any appeal or  
21 challenge to the requirement that the Container be removed; and, further, shall indicate that any  
22 appeal of the order for removal must occur within twenty-four hours of the posting of the notice.  
23 The posting of a notice to remove shall constitute constructive notice to the owner and user of the  
24 requirement to remove the Unauthorized Container, and a copy of the notice shall be provided to  
25 owner of the Unauthorized Container once said owners identity is ascertained by the City, and if  
26 not provided sooner, a copy of the notice shall be provided at such time as the owner of the  
27 Unauthorized Container seeks to retrieve any such Container removed hereunder.

28 b. If within twenty-four hours after a notice to remove is posted on an Unauthorized

1 Container a request for an appeal has not been received and the bin, drop-off box, trailer or waste  
2 receptacle is not removed, the City Manager may direct the removal and storage of the  
3 Unauthorized Container. In addition, if the contents of the Container is either comprised of a  
4 substantial amount of petrusible Solid Waste, or determined by the City Manager to create a threat  
5 to health and safety if not disposed of immediately, the City Manager may direct that the contents  
6 of the Container be disposed of. The owner of the Unauthorized Container shall be responsible to  
7 reimburse the City for the actual cost of removal, storage and disposal. All amounts due to the  
8 City for the cost of removal, storage and disposal must be paid before the Unauthorized Container  
9 may be returned to the owner. Such amounts shall constitute a debt owed by the owner to the  
10 City, and the owner shall be liable to the City in an action brought by the City for the recovery of  
11 such amounts.

12 c. Between the date following the date upon which any Unauthorized Container is removed  
13 by the City, and the date which is five (5) business days following its retrieval from City, the  
14 owner of the Unauthorized Container may request a hearing to appeal the City's determination that  
15 the Container is an Unauthorized Container subject to removal by City as set forth herein. The  
16 City Manager shall establish a procedure for such a hearing and the method for requesting such a  
17 hearing shall be included on the notice to remove. If the appeal is granted, any payments due to  
18 City shall be forgiven and any amounts paid reimbursed.

19 d. If the identity of the owner of an Unauthorized Container that has been removed by the  
20 City is known to the City Manager, the City Manager shall promptly cause a copy of the notice to  
21 remove to be mailed to the owner along with a request that the owner to claim the stored property.  
22 If the Unauthorized Container is not claimed within ninety-five days after mailing of the notice to  
23 the owner, or ninety days after removal if the identity of the owner is unknown to the City  
24 Manager, the Unauthorized Container and its contents shall be deemed abandoned property and  
25 may be disposed of accordingly. The notice to be posted on Unauthorized Containers shall  
26 specify that the forgoing procedure related to abandonment will apply.

27 **6-2.111**      **Violations**

28 a. Penalty.

1 Any Person who violates any provision of this chapter shall be guilty of a separate offense for  
2 each and every day, or any portion thereof, of which any violation of any provision of this chapter  
3 is committed, continued, or permitted by such Person, and shall be punishable as misdemeanor or  
4 an infraction, at the discretion of the City Manager.

5 1. *Penalty for Misdemeanor Violation.* Any Person convicted of a misdemeanor under  
6 any provision of this chapter shall be punishable by a fine of not more than One Thousand  
7 Dollars (\$1,000.00), or by imprisonment in the City or County Jail for a period not  
8 exceeding six (6) months, or by both such fine and imprisonment.

9 2. *Penalty for Infraction Violation.* Any Person convicted of an infraction under any  
10 provision of this chapter shall be punished by:

11 (a) A fine not exceeding One Hundred Dollars (\$100.00) for a first violation;

12 (b) A fine not exceeding Two Hundred Dollars (\$200.00) for a second violation of  
13 the same provision within one (1) year; and

14 (c) A fine not exceeding Five Hundred Dollars (\$500.00) for a third and for any  
15 additional violation of the same provision within one (1) year.

16 b. Violations Deemed to be a Public Nuisance.

17 In addition to any penalties otherwise imposed, any violation of the provisions of this chapter is  
18 deemed to be a public nuisance which may be abated in the manner provided by law for the  
19 abatement of nuisances.

20 c. Attorneys' Fees.

21 In addition to any civil and criminal penalties as provided by the provisions of this chapter or  
22 otherwise, the City may recover reasonable attorneys' fees and court costs other such expenses of  
23 litigation and/or prosecution as it may occur by appropriate suit at law against the Person found to  
24 have violated any provisions of this chapter.

25 **6-2.112 Delinquent Accounts.**

26 a. Delinquent Accounts.

27 The Franchisee shall take all reasonable efforts to diligently pursue and collect all fees and charges  
28 due to the Franchisee for Collection of Solid Waste. For delinquent accounts, the City shall assist

1 the Franchisee in placing those delinquent accounts on the annual tax roll if the Franchisee  
2 provides the City with all the information necessary and requested by the City to do so.

3 **b. Process for Placing Delinquent Accounts on the Tax Roll.**

4 1. **Information Provided By Franchisee.**

5 The information the Franchisee shall provide to the City shall include, but is not limited to:

6 a. Individual letters with prepaid postage that contain the names of the Persons (if  
7 different from the owner) subscribing to Solid Waste Collection services;

8 b. The address of the owner and/or Person subscribing to Solid Waste Collection  
9 services as of the last updated tax roll;

10 c. The legal description of the Premises receiving Solid Waste Collection services;

11 d. The assessor's parcel number for the Premises;

12 e. Any other information is required by the County of Los Angeles Tax Collector;

13 f. The amount delinquent and remaining unpaid; and

14 g. The amount of the collection costs.

15 2. **Public Hearing.**

16 The City shall hold a public hearing on the submitted delinquent accounts. At least fifteen  
17 (15) days prior to the public hearing, the City Manager shall mail written notice to owner of the  
18 Premises and the Person subscribing to Solid Waste Collection services (if different from owner)  
19 setting forth: (i) the amount delinquent and unpaid, the collection costs, and administrative costs  
20 incurred; (ii) the date that the City Council shall at a regular meeting review and approve as an  
21 assessment against the Premises such amount; and (iii) that if such amount is not paid before the  
22 assessment is determined and approved by the City Council, then and in that event, there shall be  
23 recorded in the Office of the Los Angeles County Recorder a statement of the total balance due  
24 together with the legal description of the Premises affected.

25 3. **Assessment.**

26 From and after the date of such recordation, the balance due shall be a special assessment  
27 against the Premises; the assessment shall be collected at the same time and in the same manner as  
28 County property taxes and shall be subject to the same penalties and to the same procedure, and

1 sale in case of delinquency, as provided for ordinary County property taxes; all laws applicable to  
2 the levy, collection and enforcement of County property taxes shall be applicable to such special  
3 assessment. The Franchisee shall be paid the amount actually recovered by the City on an unpaid  
4 account less fifteen (15%) percent. Said payment to the Franchisee shall be made within thirty  
5 (30) days of the City's receipt of funds.

6 4. Appeal.

7 At any time, any owner of any Premises who desires to contest the extent, degree or  
8 reasonableness of the charges, shall make payment of such charges under protest and, at the same  
9 time, shall have the privilege to present said matter to an Appeal Board of City consisting of the  
10 head of the Department of Public Works, City Manager and the Director of Finance. Said matter  
11 may be considered at a hearing after written notice is given to both the owner and the Franchisee.  
12 A quorum of two (2) members of said Appeal Board shall constitute sufficient attendance for  
13 action by said board. In connection with the resolution of such disputes, the Appeal Board is  
14 authorized to make an independent investigation and present the findings of such investigation at  
15 the hearing. Written notice of the decision of the Appeal Board shall be given to both parties not  
16 later than five (5) working days after said hearing. Within fifteen (15) days after such notice of the  
17 decision, the owner may appeal in writing to the City Council, whose determination shall be final.



Chapter 6-7, sections 6-7.01, 6-7.03, and 6-7.06 are amended as follows:

## **CHAPTER 6-7**

### **SOLID WASTE ADMINISTRATIVE SERVICE CHARGE**

#### **6-7.01 Purpose of Provisions.**

The purpose of this chapter is to establish and collect the service charge authorized by Sections 41901 and 41902 of the Public Resources Code in order to fund the reasonable and necessary costs incurred by the City in the implementation and administration of the City's Household Hazardous Waste Element and the City's Source Reduction and Recycling Element, prepared pursuant to Section 40000, et seq. of the Public Resources Code. The service charge will be levied upon each parcel of property in the City and collected by the City for Residential Premises receiving Solid Waste Collection services and by the City's Franchisee for Commercial Premises receiving Solid Waste Collection services.

...

#### **6-7.03 Definitions.**

...

(b) "Solid Waste" shall mean and include all Solid Waste as defined in Section 6-2.100(v) of the Municipal Code.

...

#### **6-7.06 Billings.**

The solid waste administrative services charge established by Section 6-7.04 of this Code shall be collected by the City for Residential Premises receiving Solid Waste Collection services and by the City's Franchisee for Commercial Premises receiving Solid Waste Collection services.

The procedures for billing, collection and administration of delinquent accounts set forth in Article 1 of Chapter 2 of Title 6 of this Code shall be applied to collection of the solid waste administrative services charge by the City's Franchisee for Commercial Premises receiving Solid Waste Collection services.

Chapter 6-8, Recycling Requirements for Large Events and Large Venues is hereby added as follows:

## **CHAPTER 6-8**

### **RECYCLING REQUIREMENTS FOR LARGE EVENTS AND LARGE VENUES**

#### **6-8.101      Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) "Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for a permit, as defined in this chapter, and who is, therefore, responsible for meeting the requirements of this chapter.
- (b) "Large Event" means any large event that charges an admission price or for which an Applicant seeks temporary or periodic use or occupancy in or on a public street, publicly owned site or facility or public park within the City for a civic, commercial, recreational or social event attended by more than 2,000 persons, including workers, per day of operation.
- (c) "Large Venue" means a facility that annually seats or serves an average of more than 2,000 individuals per day of operation, including workers, such as, but not limited to, convention centers, community centers, golf clubs, amusement parks, recreational parks, theaters and concert halls located within the City and any other facility or place that is a "venue facility" for purposes of Public Resources Code section 42648. For purposes of this chapter, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.
- (d) "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting items that would otherwise be disposed of in a landfill.
- (e) "Waste Management Plan" means a plan for reducing and managing solid waste, submitted to the City Manager or his designee for review in compliance with this chapter.

1 **6-8.102        Purpose.**

2 The City Council declares that the purpose of this chapter is to reduce solid waste from Large  
3 Events and Large Venues by requiring those who operate Large Events and Large Venues to  
4 develop and implement Waste Management Plans to reduce solid waste placed in landfills and to  
5 report diversion and Recycling to the City.

6 The following Large Events and Large Venues are subject to the requirements of this chapter:

7        (a) All events charging an admission price or for which an Applicant seeks temporary or  
8                periodic use or occupancy of a public street, publicly owned site or facility or public park  
9                within the City for a civic, commercial, recreational or social event attended by or  
10               anticipated to be attended by an average of more than 2,000 individuals per day of  
11               operation.

12        (b) All venues that annually seat or serve an average of more than 2,000 individuals per day of  
13               operation, including but not limited to convention centers, community centers, golf clubs,  
14               amusement parks, recreational parks, theaters and concert halls located within the City.

15 **6-8.103        Application of Chapter to Large Events and Large Venues.**

16 Large Events and Large Venues shall meet the requirements of and shall comply with all  
17 provisions of this chapter.

18 **6-8.104        Waste Management Plan Requirements.**

19        (a) All Large Event Applicants shall develop and submit to the City a Waste Management  
20               Plan for reducing and Recycling solid waste as part of the application for a permit. The  
21               Waste Management Plan shall include the following information:

- 22               1.        An estimate of the anticipated amount and type of solid waste generated and  
23               material disposed and diverted from the event.
- 24               2.        Proposed actions to reduce, reuse and recycle the amount of solid waste generated  
25               from the event.
- 26               3.        Arrangements for the separation, collection and diversion from landfills of reusable  
27               and recyclable materials.

28        (b) All Large Venues shall develop and submit to the City a Waste Management Plan on an

- 1 annual basis on or before January 1 of each year. The Waste Management Plan shall  
2 include the following:
- 3 1. An estimate of the amount and type of solid waste generated and material disposed and  
4 diverted from the venue.
  - 5 2. The existing solid waste reduction, reuse and Recycling programs that the operator of the  
6 Large Venue utilizes.
- 7 (c) All Large Event Applicants and Large Venue operators shall, on or before July 1, 2014,  
8 and on or before July 1, biennially thereafter, meet with recyclers and solid waste service  
9 providers of the Large Event or Large Venue to determine the appropriate solid waste  
10 reduction programs to meet the requirements of this chapter.

11 **6-8.105 Review of Waste Management Plan.**

- 12 (a) Time for Review. A Waste Management Plan shall be approved or rejected no later than  
13 20 business days after a complete application is made for a Large Event and or a Waste  
14 Management Plan is submitted for a Large Venue.
- 15 (b) Approval. The City Manager or his designee may approve the plan subject to conditions  
16 reasonably necessary to meet the standards of this chapter and may consult with the City's  
17 solid waste hauler concerning the viability of the Waste Management Plan and compliance  
18 by Large Events and Large Venues with diversion requirements:
- 19 (c) Rejection. If the City Manager or his designee rejects the Waste Management Plan, the  
20 grounds for rejection shall be clearly stated in writing.

21 **6-8.106 Waste Management Compliance Reporting.**

22 Within 30 days of receiving a written request for information from the City, the Large Event or  
23 Large Venue operator shall provide a written report to the City Manager or his designee  
24 containing the following documentation:

- 25 (a) A listing of solid waste reduction, reuse, Recycling and diversion programs implemented  
26 for the event or venue.
- 27 (b) The type and weight of materials diverted and disposed at the event or venue.

28 **6-8.107 Actions by the City.**

1 (a) When issuing a permit to an operator of a Large Event or Large Venue, the City shall  
2 provide information to the operator that can be implemented to reduce, reuse and recycle  
3 solid waste materials generated at the event or venue and provide contact information  
4 about where solid waste materials may be donated, recycled or composted. This  
5 information may include, but is not limited to, providing information directing the operator  
6 of the Large Event or Large Venue to the CalRecycle Web site or any other appropriate  
7 Web site.

8 (b) As part of the City's annual report submitted pursuant to Public Resources Code section  
9 41821 to CalRecycle City shall include an estimate and description of the top 10% of its  
10 Large Events and Large Venues based upon the amount of solid waste generated at such  
11 events and venues as submitted by operators of Large Events and Large Venues. To the  
12 extent that the information is readily available to the City, the information shall include the  
13 name, location and a brief description of the event or venue, a brief description of the types  
14 of solid waste generated, types and estimated amount of materials disposed and diverted by  
15 weight, and existing solid waste reduction, reuse and Recycling programs that the operator  
16 of the Large Event or Large Venue utilizes to reduce, reuse and recycle the solid waste.

17 (c) The City may charge and collect a fee from an operator of a Large Event or Large Venue  
18 in an amount to be established by resolution of the City Council to recover the City's  
19 estimated costs incurred in complying with this chapter.

20 **6-8.108      Penalty.**

21 In addition to any other available penalties and/or remedies, any event or venue identified under  
22 this chapter as a Large Event or Large Venue not complying with the Waste Management Plan  
23 approved by the City Manager or his designee may be subject to solid waste audits by the City or  
24 its designated representatives or contractors at the expense of the operator of the Large Event or  
25 Large Venue. Based on such audits, the City may require additional processing of solid waste  
26 generated by the event or venue, at an additional cost to the operator, to meet the diversion goals  
27 of the City.  
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**WHEREAS,** The Los Angeles Unified School District is comprised of over 90% students of color, and serves the students of the City of Huntington Park;

**WHEREAS,** LAUSD offers Ethnic Studies Courses at only 19 out of 94 of its senior high schools and only 691 out of a total of 152,507 high school students in LAUSD are currently have access to and are taking Ethnic Studies Courses;

**WHEREAS**, the City of Huntington Park City Council believes that Ethnic Studies introduces students to a more accurate, complex, and engaging understanding of U.S. history than is found in traditional textbooks and curricula;

**WHEREAS**, Ethnic Studies validates the shared experiences, culture and heritage of all students, especially for young Black and Latino students, and can help address closing the achievement gap and mitigate the school-to-prison pipeline;

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

3  
4                   **SECTION 1.** That the City of Huntington Park City Council calls on the Los  
5 Angeles Unified School District to modify its existing graduation requirements to include a  
6 5 credit, semester length, A-G approved Ethnic Studies course as a graduation requirement  
7 for all high school students;

8                   **SECTION 2.** That City of Huntington Park City Council supports all efforts to  
9 include a multicultural education to all students that validate student shared experiences,  
10 history culture and heritage;

11                   **SECTION 3.** That the City of Huntington Park City Council will share this  
12 resolution with LAUSD Board members, the surrounding community, and partner  
13 organizations.  
14

15                   **PASSED, APPROVED AND ADOPTED** by the City Council of the City of  
16 Huntington Park this 6<sup>th</sup> day of October, 2014.  
17

18  
19                   \_\_\_\_\_  
Rosa E Perez, Mayor

20                   ATTEST:

21                   \_\_\_\_\_  
22 Donna Schwartz, CMC  
23 Interim City Clerk  
24  
25  
26  
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