


City of  
**HUNTINGTON PARK** California

**NOTICE OF CANCELLED MEETING**  
**OF THE SUCCESSOR AGENCY TO THE COMMUNITY**  
**DEVELOPMENT COMMISSION OF THE CITY**  
**OF HUNTINGTON PARK, CALIFORNIA**



NOTICE IS HEREBY GIVEN that the January 5, 2015 regular meeting of the Successor Agency to the Community Development Commission of the City of Huntington Park is **CANCELLED**.

The next regular meeting is scheduled for January 20, 2015, at 6:00 p.m. in the Council Chambers at the City Hall, 6550 Miles Avenue, Huntington Park, CA.

  
Donna G. Schwartz, CMC  
City Clerk

DATED: December 24, 2014

# **CITY OF HUNTINGTON PARK PUBLIC FINANCING AUTHORITY**



## **Regular Meeting Agenda January 5, 2015**

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

### **CALL TO ORDER**

### **ROLL CALL**

Chair Rosa E. Perez  
Vice Chair Karina Macias  
Board Member Mario Gomez  
Board Member Ofelia Hernandez  
Board Member Valentin Palos Amezcuita

### **PUBLIC COMMENT**

This is the time and place for the general public to address the Public Financing Authority on matters within their jurisdiction. Items not included previously on the agenda may only be referred to staff for administrative action or scheduled on a subsequent agenda for discussion.

### **REGULAR AGENDA**

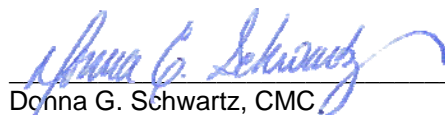
#### **1. Approve Resolution Establishing Regular Meeting Dates.**

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

1. Adopt Resolution No. 2015-01.

### **ADJOURNMENT**

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 24<sup>th</sup> of December, 2014.

  
Donna G. Schwartz, CMC  
Secretary

**HUNTINGTON PARK PUBLIC FINANCING AUTHORITY**

**RESOLUTION NO. 2015-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
HUNTINGTON PARK PUBLIC FINANCING AUTHORITY  
ESTABLISHING REGULAR MEETING DATES**

**WHEREAS**, the Huntington Park Public Financing Authority (the "Authority") is a joint powers authority formed pursuant to Section 6500 et seq. of the California Government Code and under a Joint Exercise of Powers Agreement, dated June 23, 1989, among the City of Huntington Park, the Parking Authority of the City of Huntington Park, and the Huntington Park Redevelopment Agency; and

**WHEREAS**, Government Code Section 6592.1 act requires resolutions authorizing bonds or any issuance of bonds or accepting the benefit of any bonds or the proceeds of bonds be adopted by a joint powers authority at a regular meeting held pursuant to Government Code Section 54954;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Huntington Park Public Financing Authority, as follows:

**Section 1.** First meeting will be held Monday, January 19, 2015 at 6:00 p.m. in the Council Chambers of City Hall in the City of Huntington Park, pursuant to Government Code 54954.

**Section 2.** Thereafter, regular meetings of the Board of Directors of the Authority shall be held, \_\_\_\_\_ to be determined \_\_\_\_\_ at 6:00 p.m. in the Council Chambers of City Hall in the City of Huntington Park, pursuant to Government Code 54954.

**Section 3.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Board of Directors of the Huntington Park Public Financing Authority at a meeting held on this 5<sup>th</sup> day of January, 2015

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

# CITY OF HUNTINGTON PARK

## City Council Meeting Agenda Monday, January 5, 2015

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 Amezquita**  
Council Member

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

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

PLEASE SILENCE ALL 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.hpca.gov](http://www.hpca.gov). Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

## **CALL TO ORDER**

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

## **PLEDGE OF ALLEGIANCE**

## **INVOCATION**

## **PRESENTATIONS AND ANNOUNCEMENTS**

Presentation on HP Grand Prix

Presentation on the "7<sup>th</sup> Annual Health Walk to Reduce Obesity"

Presentation of the Mayor's 2014 Holiday Home Decorating Awards

"Certificate of Appreciation" to Participants for Securing Donations for the 2014 Thanksgiving Turkey Giveaway and Toy Drive Programs

## **PUBLIC COMMENT**

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207.

## **STAFF RESPONSE**

## **RECESS TO CLOSED SESSION**

## **CLOSED SESSION**

1. Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter]
2. Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel to Discuss Existing Litigation  
Case Name: Leo Oso v. City of Huntington Park  
Case Number: BC505088 (Los Angeles Superior Court)

### **CLOSED SESSION (continued)**

3. Pursuant to Government Code Section 54957(b)(1) –  
Public Employee Employment  
Name of Position Under Consideration: Interim City Manager

AND

Pursuant to Government Code Section 54957.6 (a) –  
Conference with Labor Negotiator Regarding Unrepresented Employee –  
Title of Position Subject to Negotiation: Interim City Manager  
City's Designated Representatives for Negotiations: Isabel Birrueta, City Attorney

4. Pursuant to Government Code Section 54957.6 (a) –  
Conference with Labor Negotiator Regarding Unrepresented Employee –  
Title of Position Subject to Negotiation: Interim Finance Director  
City's Designated Representatives for Negotiations: Isabel Birrueta, City Attorney
5. Pursuant to Government Code Section 54957.6 (a) –  
Conference with Labor Negotiator Regarding Unrepresented Employee –  
Title of Position Subject to Negotiation: Parks & Recreation Director  
City's Designated Representatives for Negotiations: Isabel Birrueta, City Attorney
6. Pursuant to Government Code Section 54957.6(a) –  
Conference with Labor Negotiator Regarding Unrepresented Employees  
City's Designated Representative(s) for Negotiations: Julio Morales, Interim City Manager  
Unrepresented Employees:  
City Clerk, Economic Development Manager, Assistant Director of Finance, Assistant City Engineer, Planning Manager, Assistant Director of Community Development, Building Official, City Engineer, Director of Field Services, Director of Public Works/City Engineer, Assistant to the City Manager, Assistant City Manager, Director of Community Development, Assistant Chief of Police, Director of Finance, Management Analyst – Recreation, Community Development Analyst, Police Management Analyst, Information Management Specialist, Project Manager, Public Works Superintendent, Human Resources Supervisor, Finance Manager, Police Administration Manager
7. Pursuant to Government Code Section 54957 –  
Public Employee Dismissal/Release

RECONVENE TO OPEN SESSION

### **CLOSED SESSION ANNOUNCEMENT**

## **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 City Council Meeting held Monday, December 1, 2014; and
- 1-2** Regular City Council Meeting held Monday, December 15, 2014

#### **2. Adopt Resolution to Appoint Representatives to the Independent Cities Risk Management Authority (ICRMA) Board**

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

- 1. Adopt Resolution No. 2014-67, Appointing a Representative, an Alternate and Substitute Alternate Representative to the Governing Board of the Independent Cities Risk Management Authority (ICRMA).

### **FINANCE**

#### **3. Approve Accounts Payable and Payroll Warrants dated January 5, 2015**

### **POLICE**

#### **4. Approve Purchase of Additional Equipment and Amendment to Agreement (Scope of Work) with Sea Hawk Surveillance**

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

- 1. Approve purchase of additional surveillance camera equipment in City-owned parking lots and amendment to the agreement (scope of work) with Sea Hawk Surveillance; and
- 2. Authorize the Interim City Manager to execute the amendment.

#### **5. Approve Contract Services Agreement with Securitas Security Services USA**

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

- 1. Approve agreement with Securitas Security Services USA for as-needed armed guard services; and
- 2. Authorize the Interim City Manager to execute the agreement.



## **CONSENT CALENDAR (continued)**

### **CITY ATTORNEY**

- 6. Approve Appointment of Interim City Manager Candidate and Ratification and Final Action to Approve Employment Agreement for Interim City Manager Pursuant to Government code Section 53262 and 54956**

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

1. Approve appointment and employment agreement for Interim City Manager.

### **CITY MANAGER**

- 7. Adopt Resolution Authorizing a Six-Month Severance Provision to Certain Classifications**

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

1. Adopt Resolution No. 2014-68.

- 8. Adopt Resolution on Eco-Rapid Rail Route**

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

1. Adopt Resolution No. 2014-69, Supporting an Alternative Route Along Randolph Street to the Blue Line for the Eco-Rapid Transit West Santa Ana Branch Corridor.

- 9. Consideration of Ratification and Final Action to Approve Amended Employment Agreement for Interim Finance Director Pursuant to Government Code Section 53262 and 54956**

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

1. Approve amended employment agreement for Interim Finance Director.

- 10. Consideration of Ratification and Final Action to Approve Amended Employment Agreement for Parks and Recreation Director Pursuant to Government Code Section 53262 and 54956**

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

1. Approve amended employment agreement for Parks and Recreation Director.

## **END OF CONSENT CALENDAR**

## **PUBLIC HEARING**

### **COMMUNITY DEVELOPMENT**

- 11. Adoption of an Ordinance Amending Article 18 of Chapter 2, and Article 23 of Chapter 3, All of Title 9, and Adding Article 19 to Chapter 7 of Title 4 of the Huntington Park Municipal Code Regarding Marijuana Regulations and Enforcement**

## **REGULAR AGENDA**

### **COMMUNITY DEVELOPMENT**

- 12. Consideration to Re-Appoint Eddie Carbajal to the Planning Commission, Current Term Ending January 16, 2015**

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

1. Approve reappointment of Eddie Carbajal to the Planning Commission for a new four-year term ending January 16, 2019.

### **PUBLIC WORKS**

- 13. Approve First Reading, of Ordinance Amending Huntington Parks Municipal Code Regarding Containment of Garbage and Trash on Premises**

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

1. Approve first reading of Ordinance No. 935-NS amending section 6-2.107 (unlawful and prohibited acts) of Article 1 (Collection of Solid Waste) of Title 6 (Sanitation and Health) of the Huntington Park Municipal Code regarding containment of garbage and trash on premises.

### **CITY MANAGER**

- 14. Approve Pacific Boulevard Pedestrian Improvement Project**

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

1. Approve the Pacific Boulevard Pedestrian Improvement Project's - Phase I Implementation Plan; and
2. Authorize the City Manager to proceed with the preparation of construction documents and implementation of the project's Phase I scope.

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

## **WRITTEN COMMUNICATIONS**

### **COUNCIL COMMUNICATIONS**

**Mayor Rosa E. Perez**

**Vice Mayor Karina Macias**

**Council Member Ofelia Hernandez**

**Council Member Valentin Palos Amezquita**

**Council Member Mario Gomez**

### **ADJOURNMENT**

NEXT REGULAR MEETING OF THE CITY OF HUNTINGTON PARK CITY COUNCIL  
TUESDAY, January 20, 2015, AT 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) on the 24<sup>th</sup> of December, 2014.



Donna G. Schwartz, CMC, Interim City Clerk

**MINUTES**  
Regular Meeting of the  
City of Huntington Park City Council  
Monday, December 1, 2014

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:08 p.m. on Monday, December 1, 2014, in the Council Chamber of City Hall at 6550 Miles Avenue, Huntington Park, California; Mayor Rosa Perez presiding.

**ROLL CALL**

Present: Mayor Rosa E. Perez; Vice Mayor Karina Macias and Council Members Ofelia Hernandez, and Valentin Palos Amezcuita. Other City Officials and employees: Julio Morales, Interim City Manager, Isabel Birrueta, City Attorney, Jorge Cisneros, Chief of Police, Josette Espinosa, Director of Parks and Recreation, and Donna Schwartz, Interim City Clerk.

Absent: Council Member Gomez

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Luis Garcia, 13 years old, student at Nimitz Middle School

**INVOCATION**

The invocation was led by Mayor Perez

**PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a "Certificate of Appreciation" to Luis Garcia for leading the Pledge of Allegiance.

Chris Johnson, CEO, Woodcraft Rangers, introduced participants, presented information and a video on the agencies afterschool programs.

Council presented a "Certificate of Appreciation" to Woodcraft Rangers for their commitment to education and the afterschool programs provided to the children in our community.

Blanca Soto of Tierra Blanca Arts Center who provided cultural awareness to our community recognizing the various folk & dancing performances.

Council presented Ms. Soto a "Certificate of Appreciation" for Semblanza 2014 6<sup>th</sup> Annual Folk & Dance Festival and for sharing her talent and providing cultural awareness to our community through her dances from different parts of the world.

Eddie Martinez and Elizabeth Juarez of Neighborhood Action Council presented information about the Council and their efforts of finding opportunities for additional open park space in Huntington Park.

## **PRESENTATIONS AND ANNOUNCEMENTS (continued)**

Karina De La Cruz, Community Services Officer, announced the Mayor's Annual Holiday Home Decorating Contest beginning December 1 through 17, 2014.

Interim City Manager Morales requested to move Regular Agenda Item #7 be presented at this time. Mayor agreed, Council concurred.

## **REGULAR AGENDA**

### **PARKS AND RECREATION**

#### **7. HP Spartans Request for Use and Facility Fee Waiver for Salt Lake Park Ball Diamonds for Youth Baseball Tournament**

Interim City Manager Morales presented the staff report.

Mayor Perez opened public comment.

#### **Public Comment**

1. Jose Sanchez of HP Spartans, spoke in support of the request for a fee waiver.
2. Leticia Martinez, Huntington Park Chamber of Commerce, spoke in support HP Spartans request for a fee waiver.
3. Palmina Reyes, parent, also spoke in support of the request for use and facility fee waiver.

Mayor Perez closed public comment.

**Motion** was made by Vice Mayor Macias to review HP Spartans Special Event Park Use and Facility Fee Waiver Application for the use of the Salt Lake Park ball diamonds for a three-day baseball tournament, approve and issue permit for the use of the Salt Lake Park ball diamonds for the HP Spartan's baseball tournament, as required per the City's municipal code for activities in public places, and waive the non-budget impact facility use fees in the amount of \$1312.70, seconded by Council Member Amezcuita. Motion passed by the following vote:

#### **ROLL CALL:**

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

## **PUBLIC COMMENT**

City Attorney Birrueta announced to the public the rules for public comment by citing government code section 54954.3 and Municipal Code section 2-1.207.

1. Michelle Sanchez and Jason Vega, residents, spoke in support of Warner Theater and preserving its interior and mentioned they heard that a Forever 21 was moving into the building.
2. David Sanchez, resident, also spoke in support of Warner Theater and recommended opening the vacant casino in the city to help bring in revenue.
3. Rodolfo Cruz, resident, would like to see improvements to the Rugby Plaza to bring in new businesses in the city.
4. Sandra Orozco, resident of Maywood, spoke in regards to the conduct of Council at the meetings, thanked Council Members Gomez and Amezquita for their support at the Lions Club Turkey Day, requested to reserve a space for the disabled in the Council Chambers and spoke in support of the Warner Theater.
5. Elba Romo, resident, commented on placement of Public Comment on the agenda, public records request, meetings not on the city's website and sound not being audible, agenda and reports not on the website, trash cans being distributed and franchise fees.
6. Linda Caraballo, commented on the agenda items, letter regarding trash cans, monies used by city, and elections.

City Attorney Biretta reiterated on the policies and procedures during public comment.

7. Leticia Martinez, Huntington Park Chamber of Commerce, thanked Council and staff for their support to the Huntington Park Chamber of Commerce Annual Holiday Parade and announced their Annual Business Christmas Mixer on December 9, 2014 at Leonardo's
8. George Franco, resident, commented on the audio system, Immigration Day and feels it should be mandatory for candidates running for office live in the city 5 years.

## **STAFF RESPONSE**

Planning Manager Fontanez responded to the comment regarding the Warner Theater and Forever 21. He stated that there is no Forever 21 coming into town and they do not own the building. That currently the theater is no longer able to continue and that this zone is being proposed for commercial use but the theaters interior will be maintained.

## **STAFF RESPONSE (continued)**

Interim City Clerk Schwartz responded to the comments regarding the audio and streaming of the meetings and public records request. Stating that the issues with the audio and streaming of the meetings are currently being worked on and anyone wishing to process a public records request may do so by either downloading the form from the city's website, walking-in, email or by phone.

Interim City Manager Morales in response to the franchise fees he stated that the payment for this fee will be paid next week.

At 7:22 p.m. Mayor Perez recessed to closed session

### **RECESS TO CLOSED SESSION**

## **CLOSED SESSION**

1. Pursuant to Government Code Section 54957(b)(1) –  
Public Employee Employment and Appointment  
Name of Position Under Consideration: Interim City Manager  
  
Pursuant to Government Code Section 54957.6 (a) –  
Conference with Labor Negotiator Regarding Unrepresented Employee –  
Title of Position Subject to Negotiation: Interim City Manager  
City's Designated Representative(s) for Negotiations: Interim City Manager  
Julio Morales and City Attorney Isabel Birrueta
2. Pursuant to Government Code Section 54957.6 (a) –  
Conference with Labor Negotiator regarding Unrepresented Employee  
Agency designated representatives: City Attorney Isabel Birrueta  
Title of Position Subject to Negotiation: Interim City Manager
3. Pursuant to Government Code Section 54956.9(d)(4) -  
Conference with Legal Counsel – Anticipated Litigation [One (1) potential  
matter]
4. Pursuant to Government Code Section 54957.6 (a) –  
Conference with Labor Negotiator regarding Unrepresented Employee  
Agency designated representatives: Interim City Manager Julio Morales and  
City Attorney Isabel Birrueta  
Title of Position Subject to Negotiation: Interim Finance Director
5. 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, Non Represented,  
Police Management Association, Police Officer's Association

## **CLOSED SESSION (continued)**

6. Pursuant to California Government Code Sections 54956.9(d)(2) and 54956.9(e)(2) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter]

### **RECONVENE TO OPEN SESSION**

At 8:45 p.m. Mayor reconvened to open session. All Council Members present (Council Member Gomez ABSENT).

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Birrueta announced that direction was given no action taken.

## **CONSENT CALENDAR**

**Motion** was made by Council Member Hernandez to approve consent calendar items, and approve the reading by title of all ordinances and resolutions, seconded by Council Member Amezcua. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): Gomez

## **OFFICE OF THE CITY CLERK**

1. Approved Regular City Council Meeting Minutes held Monday, November 17, 2014

## **FINANCE**

2. Approved Accounts Payable and Payroll Warrants dated December 1, 2014

## **POLICE**

3. Approved amendment to the agreement with Rice/Englander & Associates for legislative support services and authorized the Interim City Manager to execute the amendment.



## **CONSENT CALENDAR (continued)**

### **PARKS AND RECREATION**

4. Adopted Resolution No. 2014-62, Approving the Application for Grant Funds from the State of California Department of Resources Recycling and Recovery under its Tire-Derived Product Grant Program for the Resurfacing of the Salt Lake Park Playground.

### **PUBLIC WORKS**

5. Authorized the Interim City Manager to execute a First Amendment to the Memorandum of Understanding (MOU) between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District for administration and cost sharing to prepare and implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 Municipal Separate Storm Sewer System (MS4 Permit).
6. Authorized and Approved the Following:
  1. Authorized hiring four part-time Public Works employees to provide steam cleaning, vacuuming, and bus shelter maintenance services on Pacific Blvd;
  2. Approved United Pacific Waste to provide sidewalk trash receptacle collection services on Pacific Blvd;
  3. Approved Nationwide Environmental Services to provide catch basin cleaning services;
  4. Authorized the Interim City Manager to execute the amendments to the UPW and Nationwide contracts to provide trash collection and catch basin maintenance services; and
  5. Authorized purchase of 10 Big Belly trash and recycling containers using AB 939 monies not-to-exceed \$25,000.

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

### **PARKS AND RECREATION**

**Item 7 moved to before PUBLIC COMMENT.**

## **REGULAR AGENDA (continued)**

### **PARKS AND RECREATION**

#### **8. Use of Air Quality Management District (AQMD) Funds to Lease & Purchase Zero-Emission Vehicles**

Interim City Manager Morales presented the staff report.

**Motion** was made by Council Member Hernandez to authorize the use of AQMD funds to lease and purchase four Zero-Emission Vehicles, seconded by Council Member Amezcuita. One motion, passed by the following vote:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): Gomez

#### **9. Approve Use of Public Art Funds for Additional Holiday Decorations**

Interim City Manager Morales presented the staff report noting that this item had been before Council at the previous council meeting. He stated staff had installed all purchased decorations that had been previously approved and feels there is an opportunity to enhance the holiday ambiance on Pacific and is requesting to purchase additional decorations using City Art Funds.

**Motion** was made by Council Member Hernandez to approve use of funding from City Art Fund for purchase of additional holiday decorations for Pacific Blvd, seconded by Council Member Amezcuita. One motion, passed by the following vote:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): Gomez

## **REGULAR AGENDA (continued)**

### **CITY MANAGER**

#### **10. Consideration of Approval of Appointment of Interim City Manager Candidate and Related Ratification and Final Action to Approve Employment Agreement for Interim City Manager Pursuant to Government Code Section 53262**

Interim City Manager Morales presented the staff report.

City Attorney Birrueta suggested due to rules related to retired persons to delete paragraph 4, page 6 relating to the use of a city owned vehicle and the rest of the provisions to remain the same.

Perspective Interim City Manager Mr. Powell introduced himself.

**Motion** was made by Council Member Hernandez to approve the employment agreement with Donald R. Powell for Interim City Manager and authorize the Mayor to execute the amendment, seconded by Council Member Amezcuita. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Hernandez and Mayor Perez

NOES: Council Member(s): None

ABSENT: Council Member(s): Gomez

ABSTAIN: Council Member(s): Vice Mayor Macias

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

### **WRITTEN COMMUNICATIONS** - None

### **COUNCIL COMMUNICATIONS**

**Council Member Amezcuita** – thanked all those in attendance and welcomed the new Interim City Manager.

**Council Member Hernandez** – thanked all those who participated with the holiday parade, El Gavilan for donating chocolates to a few of the local schools and thanked staff.

**Council Member Gomez** - Absent

## **COUNCIL COMMUNICATIONS (continued)**

**Vice Mayor Macias** - thanked all those in attendance, staff, and addressed why she abstained on her vote for the Interim City Manager stating she was in support of the other candidate. She would like information to go to the public regarding the proposed new street parking program. Interim City Manager Morales stated information will be dissiminated in various ways.

**Mayor Perez** – acknowledged the success of the holiday parade and hoped everyone had a wonderful Thanksgiving.

## **ADJOURNMENT**

At 9:05 pm Mayor Perez adjourned the meeting to the next Regular Meeting of the City of Huntington Park City Council on Monday, December 15, 2014 at 6:00 pm.

Respectfully submitted,

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Donna G. Schwartz, CMC  
Interim City Clerk

**MINUTES**  
Regular Meeting of the  
City of Huntington Park City Council  
Monday, December 15, 2014

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:07 p.m. on Monday, December 15, 2014, in the Council Chamber of City Hall at 6550 Miles Avenue, Huntington Park, California; Mayor Rosa Perez presiding.

**ROLL CALL**

Present: Mayor Rosa E. Perez; Vice Mayor Karina Macias and Council Members Valentin Palos Amezcuita and Mario Gomez. Other City Officials and employees: Julio Morales, Interim City Manager, Isabel Birrueta, City Attorney, Jorge Cisneros, Chief of Police, Josette Espinosa, Director of Parks and Recreation, and Donna Schwartz, Interim City Clerk.

Absent: Council Member Hernandez

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Brian Morgan.

**PRESENTATIONS AND ANNOUNCEMENTS**

Senator Ricardo Lara presented information on Legislative Affairs.

Council presented a "Certificate of Appreciation" to Brian Morgan for leading the Pledge of Allegiance.

Police Chief Jorge Cisneros announced the presentation of Badges to Senior Officers Frankie Valle and Alonzo Gonzalez both pinned by their loving wives.

Council presented "Certificates of Appreciation" to City Employee Retirees.

Council presented "Certificates of Appreciation" to those who volunteered at the College Application Workshop.

Council presented "Certificates of Appreciation" to Volunteers from Aspire Pacific Academy Middle School and Linda Marquez High School who provided meals during Thanksgiving at the Salvation Army.

At 7:10 p.m. Mayor Perez asked for a 10 minute RECESS. At 7:18 p.m. Council RECONVENED with Mayor Perez, Vice Mayor Macias and Council Member Amezcuita present with the exception of Council Member Hernandez ABSENT. Council Member Gomez returned at 7:25 p.m.

Zuania Nwaura, representative of California Hispanic Commission on Alcohol and Drug Abuse gave a presentation on Responsible Beverage Service and Sales (RBSS) Training.

## **PUBLIC COMMENT**

City Attorney Birrueta announced to the public the rules for public comment by citing government code section 54954.3 and Municipal Code section 2-1.207.

1. Sandra Orozco, resident of Maywood, announced she had attended the Senior Christmas Party in Maywood. She commented on the swearing in of Arturo Chacon. Ms. Orozco stated she attended the Cities of Compton and Maywood City Council Meetings and acknowledge the Sheriff's Department. She acknowledged the City of Huntington Park's City Attorney.
2. Francisco Rivera, resident, commented on the trash in the City and street sweeping.
3. Jamie Bravo, resident, commented on the transition between the old company and the new company for refuse service, noting he had not received his trash receptacles and voiced concern with the new billing.
4. Arles Benavides, Spiritt Family Services, spoke in support of the Responsible Beverage Service and Sales (RBSS) Training presentation.

## **STAFF RESPONSE** - None

At 7:45 p.m. Mayor Perez recessed to closed session.

## **CLOSED SESSION**

1. Pursuant to California Government Code Sections 54956.9(d)(2) and 54956.9(e)(2) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter]
2. Pursuant to Government Code Section 54956.9(d)(4) - Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation (Deciding Whether to Initiate Litigation): [One (2) potential matter]
3. Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator  
Location of Property: 6335 Rita Avenue, Huntington Park, CA 90255  
City's Negotiator(s): Interim City Manager Julio Morales and City Attorney Isabel Birrueta  
Party Negotiating With: Parallel Acquisitions & Holdings

Under Discussion: Discussion of both price and terms of payment as related to purchase of subject property

## **CLOSED SESSION (continued)**

4. Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator  
Location of Property: 5959-6169 Alameda Street, Huntington Park, CA 90255  
City's Negotiator(s): Interim City Manager Julio Morales and City Attorney Isabel Birrueta  
Party Negotiating With: Nicholas Alexander  
Under Discussion: Discussion of both price and terms of payment as related to purchase of subject property
5. Pursuant to Government Code Section 54957(b)(1) – Public Employee Employment  
Name of Position under Consideration: Interim City Manager  
AND  
Closed Session Pursuant to Government Code Section 54957.6 (a) – Conference  
with Labor Negotiator Regarding Unrepresented Employee –  
Title of Position Subject to Negotiation: Interim City Manager  
City's Designated Representatives for Negotiations: Existing Interim City Manager Julio Morales and Isabel Birrueta, City Attorney
6. Pursuant to Government Code Section 54957(b)(1) – Public Employee Employment  
Name of Position under Consideration: Parks & Recreation Director  
AND  
Closed Session Pursuant to Government Code Section 54957.6 (a) – Conference  
with Labor Negotiator Regarding Unrepresented Employee –  
Title of Position Subject to Negotiation: Parks & Recreation Director  
City's Designated Representatives for Negotiations: Interim City Manager Julio Morales and Isabel Birrueta, City Attorney
7. 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  
AND  
Pursuant to Government Code Section 54957(b)(1) – Public Employee Employment  
Name of Position(s) Under Consideration: Building Inspector, Permit Technician

At 8:45 p.m. Mayor reconvened to open session. All Council Members present with the exception of Council Member Hernandez ABSENT.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Birrueta announced that for closed session items 1 through 7 there was direction given, no action taken. Item 3 City Council directed the City Attorney to negotiate an exclusive negotiating agreement and bring back for a formal approval at a future time.

## **CONSENT CALENDAR**

**Motion** was made by Council Member Gomez to approve consent calendar items, with the exception of Item 3 to only extend the agreement for 1-year and approve the reading by title of all ordinances and resolutions, seconded by Vice Mayor Macias. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Gomez, Amezcuita, Vice Mayor Macias  
and Mayor Perez

NOES: Council Member(s): None

ABSENT: Council Member(s): Hernandez

## **FINANCE**

1. Approved Accounts Payable and Payroll Warrants dated December 15, 2014
2. Approved the professional service agreement with Terry Matsumoto of Matsumoto Consulting LLC for financial management services and authorized the Interim City Manager to execute the professional service agreement.
3. Approved Second Amendment to Agreement for a 1-year extension with Vasquez and Company, LLP for financial auditing services and authorized the Interim City Manager to execute the agreement.

## **HUMAN RESOURCES**

4. Adopted Resolutions 2014-63, Approving and Adopting New Class Specifications for the Position of Police Administration Manager; 2014-64, Approving and Adopting New Class Specifications for the Position of Police Management Analyst; and 2014-65, Repealing Resolution No. 83-29 and Adopting New Class Specifications for the Position of Assistant Chief of Police.

## **PARKS AND RECREATION**

5. Authorized a three year agreement with O Entertainment to produce the City's annual 4<sup>th</sup> of July Celebration.



## **CONSENT CALENDAR (continued)**

### **PUBLIC WORKS**

6. Approved First Amendment to Agreement with United Pacific Waste & Recycling Services for additional refuse service on Pacific Blvd and authorized the Interim City Manager to execute the agreement.
7. Approved Second Amendment to Agreement with Administrative Services Cooperative, Inc. for Dial-A-Ride services and authorized the Interim City Manager to execute the agreement.

### **CITY ATTORNEY**

8. Approved Amendment to Employment Agreement for Interim City Manager Pursuant to Government Code Section 53262 and 54956

### **CITY MANAGER**

9. Approved Appointment of Interim Finance Director Candidate and Ratification and Final Action to Approve Employment Agreement for Interim Finance Director Pursuant to Government Code Section 53262 and 54956
10. Approved Employment Agreement for Parks and Recreation Director Pursuant to Government Code Section 53262 and 54956

## **END OF CONSENT CALENDAR**

## **PUBLIC HEARING**

### **COMMUNITY DEVELOPMENT**

11. **Resolution Approving the Analysis of Impediments to Fair Housing Choice (AI)**

Community Development Director Acosta presented the staff report and introduced Karen Warner, of Warner and Associates, who presented a PowerPoint presentation on the Analysis of Impediments to Fair Housing Choice.

Mayor Perez, inquired about the requirements on services animals. Ms. Warner stated that the Fair Housing Foundation would work with the landlord.

Mayor Perez opened up the item for public comment

**Public Comment** - None

Mayor Perez closed public comment

## **PUBLIC HEARING ITEM 11 (continued)**

**Motion** was made by Council Member Gomez to adopt Resolution No. 2014-66 approving the Analysis of Impediments to Fair Housing Choice for the City of Huntington Park as required by the U.S. Department of Housing and Urban Development (HUD), seconded by Council Member Amezcuita. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Gomez, Amezcuita, Vice Mayor Macias  
and Mayor Perez

NOES: Council Member(s): None

ABSENT: Council Member(s): Hernandez

## **REGULAR AGENDA**

### **PUBLIC WORKS**

#### **12. Status Update on Solid Waste Collection Service Transition**

Interim City Manager Morales introduced Michael Kandilian of United Pacific Waste who gave an update on the solid waste collection service transition and noted that trash cans were delivered to those who inquired during public comment.

### **CITY MANAGER**

#### **13. Authorization to Draft Resolution Stating City's Preferred Northern Alignment for the West Santa Ana Branch Transit Corridor Project**

Interim City Manager Morales presented the staff report adding

Council Member Amezcuita supports staff's recommendations and requested to add in the resolution to propose an additional stop sign at Randolph and Alameda.

**Motion** was made by Council Member Amezcuita to authorize the Interim City Manager to draft a resolution stating the City's preferred northern alignment for the West Santa Ana Branch Transit Corridor Project and to amend the resolution to include in a study at Randolph and Alameda for an additional stop sign, seconded by Council Member Gomez. Motion passed by the following vote:

ROLL CALL:

## **REGULAR AGENDA ITEM 13 (continued)**

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

NOES: Council Member(s): None

ABSENT: Council Member(s): Hernandez

### **14. Discussion/Approval of Tivoli Light Reconfiguration**

Interim City Manager Morales stated that the Los Angeles County Fire Department gave a couple of options for the City of Huntington Park's reconfiguration of Tivoli lights to either hang them straight across the street or scallop running parallel to the street.

After further discussion Council directed Staff to proceed with the scallop design.

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

### **WRITTEN COMMUNICATIONS** - None

### **COUNCIL COMMUNICATIONS**

**Council Member Amezquita** - expressed holiday wishes to all, acknowledged how beautiful Pacific Boulevard looks with the lights and thanked staff and commented on the distribution of the new trash cans and asked the residents to be patient.

**Council Member Hernandez** - absent

**Council Member Gomez** – thanked Sandra Orozco for all her support with the turkey give away, sponsored by the Lions Club.

**Vice Mayor Macias** – expressed holiday wishes to all, thanked all those who attended this evenings meeting, acknowledged those who are retiring and thanked her colleagues for acknowledging those who volunteered during the holidays.

**Mayor Perez** – noted that the Church Services Center had given away over 500 meals during Thansksgiving Day and her donation of \$500 towards the program. Ms. Perez noted she will be acknowledging all the High School kids who helped out in the morning putting the ítems together and expressed holiday wishes to everyone.

## **ADJOURNMENT**

At 9:28 pm Mayor Perez adjourned the meeting to the next Regular Meeting of the City of Huntington Park City Council on Monday, January 5, 2015 at 6:00 pm.

Respectfully submitted,

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Donna G. Schwartz, CMC  
Interim City Clerk

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**RESOLUTION NO. 2014-67**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPOINTING A REPRESENTATIVE, AN ALTERNATE AND SUBSTITUTE ALTERNATE REPRESENTATIVE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)**

**WHEREAS**, the City of Huntington Park ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code; and

**WHEREAS**, ICRMA provides a Liability Risk Management Program, Property Risk Management Program, Workers' Compensation Risk Management Program, and other programs for its members; and

**WHEREAS**, the Joint Powers Agreement provides that the city council of each member city may appoint a member of the city council as that city's representative to the ICRMA Governing Board and also authorizes the appointment of an alternate representative and a substitute alternate representative to represent the city's interest in the absence of the city council appointee; and

**WHEREAS**, City desires to designate its representative to the ICRMA Governing Board.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Huntington Park does hereby find, determine and declare as follows:

**SECTION 1.** That \_\_\_\_\_ (may be a Council or staff person) is hereby appointed to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates.

**SECTION 2.** That \_\_\_\_\_ (may be a staff person) is hereby appointed as the alternate, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary member noted in Section 1 above.

**SECTION 3.** That \_\_\_\_\_ (may be a staff person) is hereby appointed as the substitute alternate, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary and alternate members noted in Sections 1 and 2 above.

**SECTION 4.** That the individuals designated by this City Council as the City's representative, alternate and substitute alternate representatives to the ICRMA Governing Board and to the Risk Management Programs in which this City participates are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and exercising the authority of the City with respect to the Coverage and the Program and voting on behalf of the City on all matters delegated to the Governing Board and signing such amendments as are contemplated to be approved by the Governing Board.

**SECTION 5.** The appointments contained herein shall supersede all prior appointments of representatives to the Independent Cities Risk Management Authority contained in Resolution 2014-16, Resolution 2013-11 and prior.

**SECTION 6.** The City Clerk shall certify to the adoption of this resolution.

**SECTION 7.** The City Clerk shall forward a certified copy of this resolution to the ICRMA, to the attention of its General Manager.

**PASSED, APPROVED, AND ADOPTED** this 5th day of January, 2015.

Rosa E. Perez, Mayor

ATTEST:

Donna Schwartz, CMC, City Clerk

1 STATE OF CALIFORNIA            )  
2 COUNTY OF LOS ANGELES        )        SS:  
3 CITY OF HUNTINGTON PARK     )

4 I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the  
5 foregoing Resolution No. 2015-\_\_ was passed and adopted by the City Council of the City of  
6 Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a regular  
meeting of said Council held on the 5th day of January, 2015, and that said Resolution was  
adopted by the following vote, to-wit:

7 AYES:

8 NOES:

9 ABSENT:

10 ABSTAIN:

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12 Donna G. Schwartz, CMC  
13 Interim City Clerk  
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**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
ADIR INTERNATIONAL EXPORT LTD	SEPT 2014	111-5030-465.56-33	SALES TAX SHARING AGRMNT	16,073.55	Y
				<b>16,073.55</b>	
ADMIN SURE	7302	745-9030-413.33-70	ADMIN FEES-DECEMBER 14	7,080.40	N
				<b>7,080.40</b>	
ADVANCED INC	14869	111-6020-451.56-41	SPECIAL CLEAN UP SERVICES	400.00	N
	14870	111-6020-451.56-41	SPECIAL CLEAN UP SERVICES	1,095.00	N
				<b>1,495.00</b>	
AFSCME COUNCIL 36	PPE 12/21/14	802-0000-217.60-10	AFSCME DUES	680.40	Y
				<b>680.40</b>	
ALEX J. ESCOBAR	12/10/2014	111-7045-421.59-10	HOTEL LODGING	380.36	N
				<b>380.36</b>	
ALICIA GONZALEZ	18489	111-0000-228.70-00	OL O/P REFUNDS	16.28	N
				<b>16.28</b>	
ALL CITY MANAGEMENT SERVICES	37430	111-7022-421.56-41	CROSSING GUARD SERVICES	2,676.83	N
				<b>2,676.83</b>	
ALONSO GONZALEZ	12/04/2014	111-7010-421.59-20	MILEAGE REINBURSEMENT	18.48	N
	12/04/2014	111-7010-421.59-20	COURSE REGISTRATION	80.00	N
				<b>98.48</b>	
ALVAKA NETWORKS	153683SA	111-7010-421.56-41	NETWORK MANAGEMENT	1,080.00	N
	153665NP	111-7010-421.56-41	NETWORK MANAGEMENT	1,455.00	N
	153617SA	111-7010-421.56-41	NETWORK MANAGEMENT	540.00	N



**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				<b>3,075.00</b>	
AMBIUS	8360LA274420	232-5010-419.73-10	HOLIDAY SHORT TERM RENTAL	4,719.60	N
				<b>4,719.60</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 12/21/14	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				<b>106.58</b>	
AMERICAN RENTALS INC	356365	111-8010-431.61-20	ONE CY OF CONCRETE	141.70	N
	356366	111-8010-431.61-20	ONE CY OF CONCRETE	141.70	N
	356578	111-8010-431.61-20	ONE CY OF CONCRETE	141.70	N
				<b>425.10</b>	
ANGELA CARDONA	40931/50521	111-0000-228.20-00	DEPOSIT REFUND-SLP & PP	300.00	N
				<b>300.00</b>	
ARMANDO JUAREZ	40286/50531	111-0000-228.20-00	DEPOSIT REFUND-SLP RM #1	150.00	N
				<b>150.00</b>	
ARROWHEAD MOUNTAIN SPRING WATER CO.	04L0030358998	111-5010-419.61-20	WATER DELIVERY-COMM DEVE	40.60	N
	04L0030225171	111-3010-415.61-20	WATER DELIVERY SERVICES	45.23	N
				<b>85.83</b>	
AT&T	5977273	111-9010-419.53-10	ACCT #131-393-5843-176	0.01	N
	5975694	111-9010-419.53-10	ACCT #323-582-6161-974	332.92	N
	5987238	111-9010-419.53-10	ACCT #323-582-8836-978	15.27	N
	5979124	111-9010-419.53-10	ACCT #323-583-5923-833	17.05	N
	5979439	111-9010-419.53-10	ACCT #323-583-9543-938	16.74	N
	5975696	111-9010-419.53-10	ACCT #323-584-6201-974	274.20	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	5975697	111-9010-419.53-10	ACCT #323-584-6207-974	472.65	N
	5975699	111-9010-419.53-10	ACCT #323-584-6210-974	220.54	N
	5975700	111-9010-419.53-10	ACCT #323-584-6230-974	46.21	N
	5975703	111-9010-419.53-10	ACCT #323-584-6943-742	16.74	N
	6006519	111-9010-419.53-10	ACCT #323-585-6595-912	16.74	N
	5979914	111-9010-419.53-10	ACCT #323-588-1037-450	88.79	N
	5979915	111-9010-419.53-10	ACCT #323-588-1129-484	18.79	N
	5979862	111-9010-419.53-10	ACCT #323-589-1792-909	18.79	N
	5987232	111-7010-421.53-10	ACCT #323-582-1602-448	15.27	N
	5987236	111-7010-421.53-10	ACCT #323-582-6382-610	21.13	N
	5979882	111-7010-421.53-10	ACCT #323-585-3157-761	16.74	N
	5975695	111-7010-421.53-10	ACCT #323-584-1137-608	18.61	N
	5977412	111-7010-421.53-10	ACCT #323-584-6334-096	121.83	N
	5987239	111-7010-421.53-10	ACCT #323-589-3522-063	92.05	N
	6001933	286-8050-432.61-20	ACCT #3222438	200.92	N
	5975704	681-8030-461.53-10	ACCT #323-584-8445-548	1.13	N
				<b>2,043.12</b>	
AT&T MOBILITY	X12142014	111-9010-419.53-10	ACCT #832433777	1,127.91	N
	X12142014	111-7010-421.53-10	ACCT #8700622392	800.45	N
				<b>1,928.36</b>	
AT&T PAYMENT CENTER	12/7/14-1/6/15	111-9010-419.53-10	ACCT #337-841-4284-333-3	31.76	N
	12/7/14-1/6/15	111-9010-419.53-10	ACCT #337-841-4285-333-2	31.76	N
	12/7/14-1/6/15	111-9010-419.53-10	ACCT #337-841-4286-333-1	31.76	N
	12/7/14-1/6/15	111-9010-419.53-10	ACCT #337-841-4287-333-0	31.76	N
	12/7/14-1/6/15	111-9010-419.53-10	ACCT #337-841-4288-333-9	96.61	N
	12/7/14-1/6/15	111-9010-419.53-10	ACCT #337-841-4289-333-8	186.49	N
	12/7/14-1/6/15	111-9010-419.53-10	ACCT #337-841-4292-333-3	77.23	N
	11/7-12/6/14	111-7010-421.53-10	ACCT #065-101-2843-781-3	297.82	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	10/28-11/27/14	111-7010-421.53-10	ACCT #323-583-9713-349-1	383.10	N
<b>1,168.29</b>					
B&L MASTERCARE	40092	220-8010-431.61-20	7 CASE OF TRASHCAN LINERS	263.24	N
<b>263.24</b>					
BENEFIT ADMINISTRATION CORPORATION	6025777-IN	111-0230-413.56-41	ADMIN FEES-NOV 2014	50.00	N
<b>50.00</b>					
BOB BARKER COMPANY INC.	WEB000346968	121-7040-421.56-14	JAIL SUPPLIES	359.73	N
<b>359.73</b>					
CABINET MAKERS LOCAL UNION 721	45039/50530	111-0000-228.20-00	DEPOSIT REFUND-SLP SH	500.00	N
<b>500.00</b>					
CALPERS	1630	746-0213-413.52-30	JAN 15 HEALTH PREMIUM	160,325.68	N
	1630	746-0213-413.56-41	JAN 15 ADMIN FEES	484.51	N
	1630	217-0230-413.28-00	JAN 15 HEALTH PREMIUM	116,059.03	N
	1630	217-0230-413.56-41	JAN 15 ADMIN FEE	484.50	N
<b>277,353.72</b>					
CARMELINA ORTEGA	6015-3122	681-0000-228.70-00	WATER DEPOSIT REFUND	20.00	N
<b>20.00</b>					
CDW GOVERNMENT, INC.	RB55582	111-7010-421.61-20	2 LG USB EXT DVD DRV SLIM	56.64	N
<b>56.64</b>					
CENTRAL BASIN MWD	HP-NOV14	681-8030-461.41-00	WATER SERVICES NOV 2014	128,884.03	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				<b>128,884.03</b>	
CHRISTINA L. DIXON	722316	285-8050-432.64-00	REFRESHMENTS FOR VOLUNT	8.05	Y
	865417	285-8050-432.64-00	TREE SEMINAR	200.00	Y
				<b>208.05</b>	
CITY OF HUNTINGTON PARK - STANDARD	PPE 12/21/14	802-0000-217.50-70	STANDARD LIFE INSURANCE	900.91	N
				<b>900.91</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 12/21/14	802-0000-217.30-30	SECTION 125	411.83	Y
				<b>411.83</b>	
CITY OF HUNTINGTON PARK GEA	PPE 12/21/14	802-0000-217.60-10	GENERAL EMPL & ASSN DUES	137.75	Y
				<b>137.75</b>	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 12/21/14	802-0000-217.60-50	LEGAL SHIELD	147.16	N
				<b>147.16</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 12/21/14	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,717.81	Y
				<b>1,717.81</b>	
COMSERCO, INC.	70503	111-7010-421.61-20	RADIO REPAIR SERVICES	155.00	N
	71031	111-7030-421.61-20	RADIO REPAIR SERVICES	606.55	N
	71032	111-7030-421.61-20	RADIO REPAIR SERVICES	577.12	N
	71033	111-7030-421.61-20	RADIO REPAIR SERVICES	232.50	N
				<b>1,571.17</b>	
CRITICAL REACH	15-237	111-7030-421.61-20	APBNET-TRAK BULLETIN SRVC	565.00	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				<b>565.00</b>	
DAILY JOURNAL CORPORATION	B2671333	111-0120-413.54-00	CUP 2014-06 & 2014-07-08	180.60	N
	B2684662	111-0120-413.54-00	CUP 2014-06 & 2014-07-08	214.20	N
	B2679348	111-4010-431.54-00	CUP 2014-06 & 2014-07-08	244.27	N
	B2677903	111-1010-411.54-00	CUP 2014-06 & 2014-07-08	205.96	N
	B2686905	239-5060-463.54-00	CUP 2014-06 & 2014-07-08	197.40	N
	B2670313	111-5010-419.54-00	PUBLICATION ITEMS-COM DEV	88.20	N
	B2676914	111-5010-419.54-00	PUBLICATION ITEMS-COM DEV	92.40	N
	B2670325	111-5010-419.54-00	PUBLICATION ITEMS-COM DEV	92.40	N
	B2676917	111-5010-419.54-00	PUBLICATION ITEMS-COM DEV	100.80	N
				<b>1,416.23</b>	
DATAPROSE, INC.	DP1403262	681-3022-415.53-20	WATER BILLING POSTAGE	1,315.46	N
	DP1403262	681-3022-415.56-41	WATER BILLING	915.65	N
				<b>2,231.11</b>	
DAVID MARTINEZ	45102/50522	111-0000-228.20-00	DEPOSIT REFUND-SLP #1	150.00	N
				<b>150.00</b>	
DE LAGE LANDEN	43111766	111-9010-419.61-20	COPIER LEASE PAYMENT	1,485.57	N
	43732109	111-7010-421.44-10	COPIER LEASE PAYMENT	685.56	N
				<b>2,171.13</b>	
DEKRA-LITE INDUSTRIES, INC.	34561	232-5010-419.73-10	PACIFIC BLVD. DECORATIONS	9,561.78	N
	34552	232-5010-419.73-10	PACIFIC BLVD. DECORATIONS	7,357.74	N
				<b>16,919.52</b>	
DEPARTMENT OF ANIMAL CARE & CONTROL	NOV 14	111-7065-441.56-41	MONTHLY HOUSING COST	8,444.51	N

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				<b>8,444.51</b>	
DEPARTMENT OF CORONER	15ME0141	111-7030-421.56-41	AUTOPSY REPORT	84.00	N
				<b>84.00</b>	
DEPARTMENT OF HOUSING & COMM. DEV.	APRIL 14	111-0000-207.30-10	ENTERPRISE ZONE VOUCHERS	2,400.00	N
	MAY 14	111-0000-207.30-10	ENTERPRISE ZONE VOUCHERS	1,245.00	N
	JULY 14	111-0000-207.30-10	ENTERPRISE ZONE VOUCHERS	570.00	N
	AUG 14	111-0000-207.30-10	ENTERPRISE ZONE VOUCHERS	3,705.00	N
	SEPT 14	111-0000-207.30-10	ENTERPRISE ZONE VOUCHERS	1,365.00	N
	DEC 14	111-0000-207.30-10	ENTERPRISE ZONE VOUCHERS	75.00	N
				<b>9,360.00</b>	
DEPARTMENT OF JUSTICE	69464	111-7030-421.56-41	FINGERPRINT APPS	760.00	N
				<b>760.00</b>	
DEVARIM INVESTMENT, LLC	08/27/2014	111-0000-341.10-00	REFUND-O/P PROCESS FEES	499.22	N
				<b>499.22</b>	
DF POLYGRAPH	2014-10	111-7010-421.56-41	POLYGRAPH EXAMNIATIONS	175.00	N
				<b>175.00</b>	
DONALD H. MAYNOR	DHM 6712	111-3013-415.56-41	UUT-LEGAL SERVICES	1,599.41	N
				<b>1,599.41</b>	
DONNA G. SCHWARTZ	107	111-1010-411.56-41	CITY CLERK CONSULTNG SRVC	2,840.00	Y
				<b>2,840.00</b>	
DUNCAN PARKING TECHNOLOGIES	DPT020559	231-7060-421.61-20	AUTOTRAX LIBERTY	391.00	N

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				<b>391.00</b>	
DUNN EDWARDS CORPORATION	2009176516	111-8022-419.43-10	CITY CLERK OFFICE PAINT	176.62	N
				<b>176.62</b>	
ELSA JIMENEZ	45101/50524	111-0000-228.20-00	DEPOSIT REFUND-SLP #1	500.00	N
				<b>500.00</b>	
ENTERPRISE FM TRUST	FBN2685240	229-7010-421.74-10	MONTHLY LEASE CHARGES	789.35	N
				<b>789.35</b>	
F&A FEDERAL CREDIT UNION	PPE 12/21/14	802-0000-217.60-40	F&A CREDIT UNION	18,610.68	N
				<b>18,610.68</b>	
FEDEX	2-861-15475	111-1010-411.61-20	OVERNIGHT DELIVERY FEES-2	26.46	N
				<b>26.46</b>	
FRED GLICK DESIGN PLLC	41	222-4010-431.56-41	PRINCIPAL LANDSCAPE ARCHT	11,550.00	Y
	41	222-4010-431.56-41	AUTOCAD & GRAPHICS	1,360.00	Y
	41	222-4010-431.56-41	AIRFARE, HOTEL, RENTAL	1,836.01	Y
				<b>14,746.01</b>	
GALLS	BC0116912	231-7060-421.61-20	VEST	377.96	N
	BC0116912	111-7030-421.61-20	VEST	377.96	N
				<b>755.92</b>	
GARDA CL WEST, INC.	10054071	231-3024-415.33-10	ARMORED TRANSPORT SERVICE	636.65	N
				<b>636.65</b>	

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GEOSYNTEC CONSULTANTS, INC.	1414819	111-5010-419.56-41	SOUTHLAND STEEL PROJECT	26,482.01	N
	1414839	250-5098-463.56-41	SOUTHLAND STEEL PROJECT	19,919.15	N
				<b>46,401.16</b>	
GERALD M. CHAVARRIA	11/01/2014	111-6060-466.33-20	FIRST AID CPR-A5	84.80	N
	11/22/2014	111-6060-466.33-20	FIRST AID CPR-B5	42.40	N
	11/08/2014	111-6060-466.33-20	FIRST AID CPR-B4	381.60	N
				<b>508.80</b>	
GERARDO GUILLEN	50483/50557	111-0000-347.50-00	REFUND-ICE SKATING CLASS	45.00	N
				<b>45.00</b>	
GUSTAVO HERNANDEZ	12142014A	111-6020-451.61-35	CHRISTMAS DEC. RENBRSTMNT	50.14	N
				<b>50.14</b>	
HARWARD FARMS	41944	226-9010-419.74-10	HAY FOR UNIT HORSES	6,400.00	Y
				<b>6,400.00</b>	
HERNANDEZ SIGNS, INC.	1097	221-8010-431.61-20	8 SMALL PRINTED LOGOS	45.00	N
				<b>45.00</b>	
HF&H CONSULTANTS, LLC	9712991	112-8026-431.32-70	SOLID WASTE FRANCHISE	1,610.98	N
				<b>1,610.98</b>	
HOME DEPOT U.S.A. INC.	SEPT 2014	111-5030-465.56-32	SALES TAX SHARING AGRMNT	97,291.95	Y
				<b>97,291.95</b>	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 12/21/14	802-0000-217.60-10	POLICE MANAGEMENT DUES	65.00	Y



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<b>65.00</b>					
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 12/21/14	802-0000-217.60-10	POLICE OFFICERS ASSN DUES	4,283.60	Y
<b>4,283.60</b>					
HUNTINGTON PARK RUBBER STAMP CO.	262218-IN	111-5010-419.61-20	NAMEBADGE-A. JEFFERSON	14.11	N
	261860-IN	111-7040-421.61-31	STAMP	83.71	N
	261857-IN	111-7040-421.61-31	STAMP	20.11	N
<b>117.93</b>					
HYUNDAI MOTOR FINANCE	1210457940	111-0210-413.15-50	JAN 2015 CM CAR LEASE	576.33	Y
<b>576.33</b>					
IBE DIGITAL	33136A1	111-9010-419.61-20	KONICA C554 TONER	12.00	N
	33279A1	111-9010-419.61-20	KONICA TN014	12.00	N
<b>24.00</b>					
INTERNATIONAL CODE COUNCIL, INC.	DEC 14	111-5010-419.61-20	1 YR MEMBERSHIP	225.00	N
<b>225.00</b>					
INTERNATIONAL INSTITUTE OF	2014-2015	111-1010-411.59-10	2015 ANNUAL MEMBERSHIP	290.00	Y
<b>290.00</b>					
JAIME MENDOZA	20159-1208	681-0000-228.70-00	WATER CREDIT BAL REFUND	80.77	N
	20161-22516	681-0000-228.70-00	WATER CREDIT BAL REFUND	220.19	N
	15079	111-0000-228.70-00	OL O/P REFUNDS	18.94	N
<b>319.90</b>					
JCL TRAFFIC	76270	221-8012-429.61-20	50 KNOB-TOP DELINEATORS	777.72	N

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				<b>777.72</b>	
JHM SUPPLY, INC	447513	535-6090-452.61-20	BACKFLOW DEVICES	2,675.80	N
	447514	535-6090-452.61-20	FITTINGS	902.30	N
				<b>3,578.10</b>	
JOBS AVAILABLE INC	1425023	111-0230-413.54-00	AD DISPLAY-CITY ENGINEER	351.00	N
				<b>351.00</b>	
JOSE HERRERA	45339/50558	111-0000-228.20-00	DEPOSIT REFUND-SLP #4	150.00	N
				<b>150.00</b>	
KAJILL CORPORATION	5009	111-0000-228.70-00	OL O/P REFUNDS	595.00	N
				<b>595.00</b>	
KURT J. CAMP	HP00069	111-7030-421.56-41	LAFIS DATABASE PRINTS	585.00	N
				<b>585.00</b>	
LA COUNTY SHERIFF'S DEPT	151980ST	111-7022-421.56-41	FOOD SERVICE NOV 14	1,043.47	N
				<b>1,043.47</b>	
LACMTA	800059974	219-0250-431.58-50	TAP NOV 2014	4,662.50	N
				<b>4,662.50</b>	
LAURA GARCIA	16259	111-0000-321.10-50	OL REFUNDS	16.28	N
				<b>16.28</b>	
LOGAN SUPPLY COMPANY, INC.	83079	111-8010-431.61-20	8 SMALL BROOMS-ASPHALT	43.16	N
	83075	535-6090-452.61-20	MASTER LOCKS	176.25	N

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				<b>219.41</b>	
LOS ANGELES NEWS GROUP	10597180	111-0230-413.54-00	ADVERTISING-PARK ENFRCMNT	399.00	N
	10601175	111-0230-413.54-00	ADVERTISING-POLICE OFFICR	400.00	N
				<b>799.00</b>	
MAG SWEEPING, INC.	10/20/14	111-8010-431.56-41	PURCHASE PRICE-ASSET PURC	990,000.00	Y
				<b>990,000.00</b>	
MARIA ARCE	48538/50470	111-0000-228.20-00	DEPOSIT REFUND-RAUL PK	500.00	N
				<b>500.00</b>	
MARIA BERNAL	1894967 JP	745-9031-413.52-30	CLAIM SETTLEMENT	3,635.72	Y
				<b>3,635.72</b>	
MARIA FRANCO	10931	111-0000-228.70-00	OL O/P REFUNDS	8.14	N
				<b>8.14</b>	
MARIA INES GUZMAN	45335/50523	111-0000-228.20-00	DEPOSIT REFUND-SLP SH	500.00	N
				<b>500.00</b>	
MARIA SANTANA	50391/50468	111-0000-347.50-00	REFUND-FIRST AID	50.00	N
				<b>50.00</b>	
MARTHA P CORP	10/31/2014	111-8010-431.61-20	CONCRETE SUPPLIES	87.99	N
				<b>87.99</b>	
MARTHA QUIROZ	47649/50520	111-0000-228.20-00	DEPOSIT REFUND-SLP #2	150.00	N

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				<b>150.00</b>	
MAZYCK ADVISORS LLC	11/11-12/10/14	111-3013-415.56-41	CONSULTING SERVICES-GF	7,970.00	Y
	11/11-12/10/14	111-3013-415.56-41	CONSULTING SERVICES-SUCC.	4,400.00	Y
				<b>12,370.00</b>	
MICHAEL CHEE	19	111-0210-413.56-41	NOVEMBER 2014 PIO SUPPORT	1,822.00	Y
	19	111-9010-419.61-20	WINTER 2014 NEWSLETTER	1,823.00	Y
	19	112-8026-431.32-70	WINTER 2014 NEWSLETTER	1,166.00	Y
	19	287-8055-432.54-00	WINTER 2014 NEWSLETTER	656.00	Y
	19	287-8057-432.54-00	WINTER 2014 NEWSLETTER	1,166.00	Y
	19	201-5010-463.54-00	WINTER 2014 NEWSLETTER	656.00	Y
				<b>7,289.00</b>	
MILES AVENUE SCHOOL STUDENT BODY	47030/50527	111-0000-228.20-00	DEPOSIT REFUND-SLP PICNIC	150.00	N
				<b>150.00</b>	
MUNISERVICES, LLC	35855	111-3013-415.56-41	UUT-FIXED FEE- OCT-DEC 14	4,798.22	N
				<b>4,798.22</b>	
NAPA PARTS WHOLESale	100390	741-8060-431.56-41	GARAGE AIR SERVICE REEL	695.07	N
	100674	741-8060-431.56-41	GARAGE SUPPLIES	367.60	N
	101476	741-8060-431.56-41	TRUCK BRAKE SHOES	133.69	N
	101556	741-8060-431.56-41	BRAKE SPREADER	48.59	N
	102052	741-8060-431.56-41	SENSA TRAC STRUTS	296.11	N
	102079	741-8060-431.56-41	IMPACT TRUCK SOCKET	13.93	N
				<b>1,554.99</b>	
NATION WIDE RETIREMENT SOLUTIONS	PPE 12/21/14	802-0000-217.40-10	NATIONWIDE RETIREMENT SOL	21,048.00	N

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				<b>21,048.00</b>	
NAV DEEP DEOL-JOHNSON	46648/50532	111-0000-228.20-00	DEPOSIT REFUND-SLP PEREZ	150.00	N
				<b>150.00</b>	
NPELRA	CASTILLO30794	111-0230-413.64-00	2015 MEMBERSHIP RENEWAL	175.00	N
				<b>175.00</b>	
O'REILLY AUTO PARTS	2959-290952	741-8060-431.43-20	OXYGEN SENSORS	120.33	N
	2959-292996	741-8060-431.43-20	FOUR BRAKE ROTORS	284.29	N
	2959-293034	741-8060-431.43-20	BATTERY	157.29	N
	2959-293049	741-8060-431.43-20	RETURN BROKEN ROTORS	-141.11	N
	2959-293052	741-8060-431.43-20	WHEEL LUG NUTS	57.33	N
	2959-293129	741-8060-431.43-20	BRAKE PADS & ROTORS	732.89	N
	2959-294014	741-8060-431.43-20	BRAKE PADS	48.65	N
	2959-295797	741-8060-431.43-20	INTAKE MANIFORD & GASKETS	276.18	N
	2959-295853	741-8060-431.43-20	INTAKE GASKET RETURN	-49.31	N
	2959-296187	741-8060-431.43-20	ENGINE & TRANSMISSION MNT	129.95	N
	2959-296261	741-8060-431.43-20	STEERING & SUSPENSION PRT	922.64	N
	2959-296338	741-8060-431.43-20	SPECIAL MOTOR MOUNTS	10.86	N
	2959-297726	741-8060-431.43-20	FUEL PUMP	715.59	N
	2959-298004	741-8060-431.43-20	BELT TENSIONER	58.77	N
	2959-298005	741-8060-431.43-20	RETURNED CORE	-65.40	N
	2959-298361	741-8060-431.43-20	SENSA-TRAC SHOCKS	115.11	N
	2959-298455	741-8060-431.43-20	BRAKE ROTOS	149.42	N
	SC02251729	741-8060-431.43-20	LATE FEE	3.84	N
				<b>3,527.32</b>	
OK PRINTING DESIGN & DIGITAL PRINT	7	239-5060-463.61-20	BUSINESS CARDS-M. ACOSTA	98.10	N

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	6	111-7010-421.61-20	ENVELOPES-PD	70.85	N
				<b>168.95</b>	
OLDTIMERS FOUNDATION	1114-156	219-0250-431.56-43	COMBI SHUTTLE SRVC NOV 14	34,287.14	N
	1114-156	219-0000-340.30-00	PROGRAM INCOME	-5,411.74	N
				<b>28,875.40</b>	
PACIFIC PRODUCTS & SERVICES	18198	221-8012-429.61-20	SIGN SUPPLIES	974.29	N
				<b>974.29</b>	
PARKEV KRMOIAN	DEC 2014	222-4010-431.73-10	LED SCREEN POLE DESIGN	21,522.58	Y
				<b>21,522.58</b>	
PARS	30407	217-0230-413.56-41	TRUST ADMIN REP FEES	2,121.80	N
	30305	111-9010-419.56-41	TRUST ADMIN ARS FEES	367.26	N
				<b>2,489.06</b>	
PATRICIA GALARZA	49678/50471	111-0000-228.20-00	REFUND-HPCC CANCELLED	500.00	N
	49678/50471	111-0000-347.30-00	REFUND-HPCC CANCELLED	85.00	N
	49678/50471	111-0000-347.70-00	REFUND-HPCC CANCELLED	400.00	N
				<b>985.00</b>	
PATS 605 CYCLERY	804460	111-7022-421.61-28	BIKE SUPPLIES	49.04	N
				<b>49.04</b>	
PHK ENTERPRISES	21445-6618	681-0000-228.70-00	WATER DEPOSIT REFUND	100.00	N
				<b>100.00</b>	
PRO FORCE LAW ENFORCEMENT	222536	111-7010-421.61-22	TASER	622.61	N

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				<b>622.61</b>	
PRUDENTIAL OVERALL SUPPLY	50673087	111-7010-421.61-20	MAT CLEANING SERVICES	16.85	N
	50677148	111-6010-451.56-41	MAT CLEANING-HPCC	40.58	N
	50677149	111-6010-451.56-41	MAT CLEANING-SLP	74.97	N
				<b>132.40</b>	
PURCHASE POWER	10567493	111-9010-419.53-20	REPLENISH POSTAGE DEC 14	3,000.00	N
				<b>3,000.00</b>	
RICK CURIEL	12/16/14	111-7030-421.61-20	DOG FOOD/BATTERY	53.39	N
				<b>53.39</b>	
RICOH AMERICAS CORP	43865821	111-6010-451.56-41	COPIER LEASE-12/1-31/14	222.76	N
				<b>222.76</b>	
ROSA ZAPATA	44476/50526	111-0000-228.20-00	DEPOSIT REFUND-ROOM #2	150.00	N
				<b>150.00</b>	
S & S WORLDWIDE, INC.	8397653	239-6060-466.61-20	ART SUPPLIES-AFTERSCHOOL	114.58	N
				<b>114.58</b>	
SCMAF SOUTHEAST	1944A	111-6010-451.64-00	STUDENT MEMBERSHIP	20.00	N
				<b>20.00</b>	
SCPMA-HR	DEC 2014	111-0230-413.64-00	2015 MEMBERSHIP RENEWAL	50.00	N
				<b>50.00</b>	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2076537	681-8030-461.56-41	WATER/SEWER MAINTENANCE	93,141.53	N

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	STES 2076537	283-8040-432.56-41	WATER/SEWER MAINTENANCE	11,919.15	N
<b>105,060.68</b>					
SHELL	00	741-8060-431.62-30	SHELL-FUEL	140.00	Y
	93055663411	741-8060-431.62-30	SHELL-FUEL	230.08	Y
<b>370.08</b>					
SHELL FLEET PLUS	79043758412	111-7010-421.61-20	CITY FUEL PURCHASE-PD	693.45	N
<b>693.45</b>					
SMART & FINAL	133135	111-6020-451.61-35	FOOD SUPPLIES-TREE LIGHT	68.80	N
	134794	111-6020-451.61-35	REFRESHMENTS-TINY TOTS	123.15	N
	130424	239-6060-466.61-20	FOOD SUPPLIES-AFTERSCHOOL	103.39	N
	10/23/14	239-6060-466.61-20	CREDIT PENDING	-111.00	N
<b>184.34</b>					
SOUTHERN CALIFORNIA EDISON	10/29-12/04/14	221-8014-429.62-10	ACCT #2-23-189-3090	503.14	N
	11/5-12/8/14	221-8014-429.62-10	ACCT #2-15-895-7720	54.70	N
	11/3-12/5/14	231-3024-415.62-10	ACCT #2-15-735-6825	777.71	N
	10/23/14	535-8016-431.62-10	ACCT #2-29-265-1403	0.38	N
	10/23/14	535-8016-431.62-10	ACCT #2-28-688-3483	0.29	N
	10/23/14	535-8016-431.62-10	ACCT #2-28-688-3616	0.40	N
	10/23/14	535-8016-431.62-10	ACCT #2-28-666-9312	0.40	N
	10/23/14	535-8016-431.62-10	ACCT #2-28-688-3871	0.43	N
	10/23/14	535-8016-431.62-10	ACCT #2-28-688-4184	0.62	N
	10/23/14	535-8016-431.62-10	ACCT #2-28-688-4218	0.28	N
	10/23/14	535-8016-431.62-10	ACCT #2-29-265-1387	0.25	N
	10/23/14	535-8016-431.62-10	ACCT #2-29-265-1494	1.75	N
	10/24/14	535-8016-431.62-10	ACCT #2-01-854-7588	0.22	N



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	10/24/14	535-8016-431.62-10	ACCT #2-01-855-1937	0.22	N
	10/24/14	535-8016-431.62-10	ACCT #2-29-265-1031	0.38	N
	10/24/14	535-8016-431.62-10	ACCT #2-29-179-3867	0.42	N
	10/24/14	535-8016-431.62-10	ACCT #2-29-179-3826	0.45	N
	10/24/14	535-8016-431.62-10	ACCT #2-29-179-3701	0.29	N
	10/24/14	535-8016-431.62-10	ACCT #2-29-265-1130	0.31	N
	11/04/14	535-8016-431.62-10	ACCT #2-29-265-1411	0.67	N
	11/04/14	535-8016-431.62-10	ACCT #2-29-265-1429	0.32	N
	11/04/14	535-8016-431.62-10	ACCT #2-29-265-1437	0.36	N
	11/04/14	535-8016-431.62-10	ACCT #2-29-265-0959	0.26	N
	11/04/14	535-8016-431.62-10	ACCT #2-29-265-0983	0.45	N
	11/04/14	535-8016-431.62-10	ACCT #2-29-265-0926	0.27	N
	11/04/14	535-8016-431.62-10	ACCT #2-29-265-0868	0.30	N
	11/04/14	535-8016-431.62-10	ACCT #2-29-265-1536	0.59	N
	11/04/14	535-8016-431.62-10	ACCT #2-01-855-2240	47.85	N
				<b>1,393.71</b>	
SPARKLETTS	4532412111314	111-1010-411.61-20	WATER DELIVERY-CITY CLERK	4.00	N
				<b>4.00</b>	
STAPLES ADVANTAGE	8032334193	111-0110-411.61-20	OFFICE SUPPLIES	6.34	N
	8032334193	111-0210-413.61-20	OFFICE SUPPLIES	104.03	N
	8032334193	111-7010-421.61-20	OFFICE SUPPLIES	2.61	N
	8032334193	111-7010-421.61-21	OFFICE SUPPLIES	102.15	N
	8032334193	111-7022-421.61-24	OFFICE SUPPLIES	246.03	N
	8032334193	111-7030-421.61-20	OFFICE SUPPLIES	394.72	N
	8032334193	111-7040-421.61-32	OFFICE SUPPLIES	78.75	N
	8032334193	239-7055-424.61-20	OFFICE SUPPLIES	117.15	N
	8032334193	111-8010-431.61-20	OFFICE SUPPLIES	63.74	N

**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				<b>1,115.52</b>	
STATE CONTROLLER'S OFFICE	DEC 2014	111-3010-415.32-40	AUDIT REQUEST	100.00	Y
				<b>100.00</b>	
SUNGARD PUBLIC SECTOR INC.	92350	111-0230-413.43-05	MAINTENANCE SERVICE	642.25	N
	92350	111-3010-415.43-05	MAINTENANCE SERVICE	1,369.16	N
	92350	111-3011-419.43-05	MAINTENANCE SERVICE	3,885.97	N
	92350	111-6010-451.43-05	MAINTENANCE SERVICE	303.24	N
	92350	111-7010-421.43-05	MAINTENANCE SERVICE	117.50	N
	92350	111-9010-419.56-64	MAINTENANCE SERVICE	862.04	N
	92350	219-0250-431.61-20	MAINTENANCE SERVICE	7.40	N
	92350	220-8070-431.61-20	MAINTENANCE SERVICE	8.21	N
	92350	221-8010-431.61-20	MAINTENANCE SERVICE	47.95	N
	92350	231-3024-415.61-20	MAINTENANCE SERVICE	11.25	N
	92350	239-6060-466.61-20	MAINTENANCE SERVICE	25.75	N
	92350	242-5060-463.61-20	MAINTENANCE SERVICE	14.09	N
	92350	283-8040-432.74-10	MAINTENANCE SERVICE	0.62	N
	92350	285-8050-432.61-20	MAINTENANCE SERVICE	3.95	N
	92350	681-3022-415.43-05	MAINTENANCE SERVICE	3,105.88	N
	92350	681-3022-415.74-10	MAINTENANCE SERVICE	16.73	N
	92350	741-8060-431.61-20	MAINTENANCE SERVICE	15.82	N
				<b>10,437.81</b>	
SUSAN SAXE CLIFFORD PHD	14-1211-2	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	450.00	N
	14-1208-4	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	450.00	N
				<b>900.00</b>	
TELEPACIFIC COMMUNICATIONS	62368823-0	111-9010-419.53-10	CITY INTERNET SERVICES	1,170.04	Y

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	62368823-0	111-7010-421.53-10	CITY INTERNET SERVICES	551.01	Y
				<b>1,721.05</b>	
TELEWORKS	14676	111-9010-419.53-10	RELOCATED/REPROGRAM X236	220.93	N
				<b>220.93</b>	
THE VILLAGE FAMILY SERVICES	44397/50529	111-0000-228.20-00	DEPOSIT REFUND-ROOM #3	150.00	N
				<b>150.00</b>	
TRANSTECH ENGINEERS, INC.	14101801	111-4010-431.56-62	TRANSPORTATION AUTHORITY	3,455.00	N
	14101804	111-4010-431.56-62	ENGINEERING PERMITS	942.66	N
	14101806	111-4010-431.56-62	PARKLETS PROJECT	250.00	N
	14101807	111-4010-431.56-62	INTERIM ENGINEERING SRVCS	8,500.00	N
	14101808	111-4010-431.56-62	RED CURB REMOVAL	135.00	N
	14101811	111-4010-431.56-62	RED CURB REMOVAL	360.00	N
	14101809	111-4010-431.56-62	SOUTHLAND STEEL PROJECT	750.00	N
	14101810	111-4010-431.56-62	ALL WAY STOP REQUEST	630.00	N
	14101814	111-4010-431.56-62	2014 CMP LDR REPORT COMP	655.00	N
	14101815	111-4010-431.56-62	TRAFFIC SCOPING-MEDICAL	360.00	N
	14101812	111-4010-431.56-62	ENG COA-3111 E. FLORENCE	500.00	N
	14101813	111-4010-431.56-62	PM 71213-3300-3260-E.FLOR	125.00	N
	14101802	111-5010-419.56-49	BUILDING & SAFETY SERVICE	20,655.24	N
	14101803	111-5010-419.56-49	BUILDING OFFICIAL-ERGIGEN	1,812.50	N
	14101805	111-5010-419.56-49	CODE ENFORCEMENT SUPPORT	130.00	N
				<b>39,260.40</b>	
TRITECH FORENSICS	113144	111-7040-421.61-33	DRUG TEST KIT	591.49	N
				<b>591.49</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
TRITECH SOFTWARE SYSTEMS	PA0002542	111-7010-421.59-10	SOFTWARE SUPPORT	806.84	N
				<b>806.84</b>	
TRUGREEN LANDCARE	7845238	535-6090-452.56-60	CITY TREE & GROUND MNTNCE	12,337.17	N
	7845238	231-3024-415.56-41	CITY TREE & GROUND MNTNCE	2,250.00	N
	7845238	111-8095-431.56-60	CITY TREE & GROUND MNTNCE	17,010.69	N
				<b>31,597.86</b>	
TYCO INTEGRATED SECURITY	22767509B	111-7010-421.56-41	ALARM SERVICES	2,282.15	N
				<b>2,282.15</b>	
U.S. BANK	PPE 12/21/14	802-0000-217.30-20	PARS-PART TIME	1,799.77	Y
	PPE 12/21/14	802-0000-217.30-20	HP-PARS CITY CONTRIBUTION	3,081.48	Y
	PPE 12/21/14	802-0000-218.10-05	HP-PARS CITY CONTRIBUTION	13,894.94	Y
				<b>18,776.19</b>	
UNITED WAY OF GREATER	PPE 12/21/14	802-0000-217.60-20	UNITED WAY	15.00	Y
				<b>15.00</b>	
VULCAN MATERIALS COMPANY	70600531	111-8010-431.61-20	ONE TON OF HOT ASPHALT	76.65	N
	70576276	111-8010-431.61-20	ONE TON OF HOT ASPHALT	76.65	N
	70579451	111-8010-431.61-20	ONE TON OF HOT ASPHALT	77.39	N
	70572336	111-8010-431.61-20	TWO TONS OF HOT ASPHALT	155.52	N
	70582053	111-8010-431.61-20	TWO TONS OF HOT ASPHALT	152.25	N
	70585036	111-8010-431.61-20	ONE & HALF TONS ASPHALT	115.93	N
				<b>654.39</b>	
WALTER & LIDUVINA NIETO	7563	111-0000-228.70-00	OL O/P REFUNDS	28.13	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				<b>28.13</b>	
WASTE MANAGEMENT	OCT 2014	112-8026-431.56-59	CITY RUBBISH DISPOSAL	142,493.20	N
	OCT 2014	111-0000-318.10-00	CITY RUBBISH DISPOSAL	-7,124.66	N
	SEP 2014	112-8026-431.56-59	CITY RUBBISH DISPOSAL	142,493.20	N
	SEP 2014	112-8026-431.56-59	CITY RUBBISH DISPOSAL	-7,124.66	N
				<b>270,737.08</b>	
WATER REPLENISHMENT DISTRICT OF	10/31/14	681-8030-461.41-00	GROUNDWATER PRODUCTION	64,392.36	N
				<b>64,392.36</b>	
WAXIE SANITARY SUPPLY	74926636	220-8010-431.61-20	50 CASES OF TRASH LINERS	1,414.58	N
				<b>1,414.58</b>	
WELLS FARGO BANK-FIT	PPE 12/21/14	802-0000-217.20-10	WELLS FARGO BANK FIT	46,962.17	N
	PPE 12/21/14	802-0000-217.20-10	WELLS FARGO BANK FIT	3,414.55	N
				<b>50,376.72</b>	
WELLS FARGO BANK-MEDICARE	PPE 12/21/14	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	6,853.74	N
	PPE 12/21/14	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	701.34	N
				<b>7,555.08</b>	
WELLS FARGO BANK-SIT	PPE 12/21/14	802-0000-217.20-20	WELLS FARGO BANK SIT	16,512.38	N
	PPE 12/21/14	802-0000-217.20-20	WELLS FARGO BANK SIT	975.36	N
				<b>17,487.74</b>	
WEST GOVERNMENT SERVICES	830838686	111-7030-421.56-41	WEST INFOR SRVCS NOV 14	424.92	N
				<b>424.92</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
01/05/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
YOLANDA CAMPOS	44848/50525	111-0000-228.20-00	DEPOSIT REFUND-SLP #2	150.00	N
				<b>150.00</b>	
YVONNE MORENO	25063/50512	111-0000-347.85-00	REFUND-ALLEY ART SHOW	25.00	N
				<b>25.00</b>	
ZEE MEDICAL, INC.	140698370	111-7010-421.61-20	FIRST AID KIT ITEMS	433.78	N
	140698371	111-6010-451.56-41	FIRST AID KIT ITEMS-PARKS	177.64	N
				<b>611.42</b>	
				<b>2,445,028.67</b>	



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

January 5, 2015

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

Dear Mayor and Members of the City Council:

## **APPROVE PURCHASE OF ADDITIONAL EQUIPMENT AND AMENDMENT TO AGREEMENT (SCOPE OF WORK) WITH SEA HAWK SURVEILLANCE**

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

1. Approve purchase of additional surveillance camera equipment in City-owned parking lots and amendment to the agreement (scope of work) with Sea Hawk Surveillance.
2. Authorize the Interim City Manager to execute the amendment.

### **BACKGROUND**

The City entered into a professional services agreement with Sea Hawk Surveillance on October 7, 2013, to provide and install a wireless network for video surveillance and wireless radio coverage for police vehicles. Sea Hawk completed its initial scope of work in September 2014. Since then, the City has identified additional non-General Fund sources to enhance the Police Department's video surveillance capabilities. Specifically, 41 surveillance cameras and related communications equipment will be installed in 14 City-owned parking lots in the downtown area.

It is important to note that the additional cameras and communications equipment are an expansion of the existing wireless network and surveillance system that was installed by Sea Hawk in September 2014. In order for the new cameras and equipment to properly function with the City's existing network and system and to avoid duplicative costs and technology incompatibilities, the equipment and installation must be provided and performed by Sea Hawk as an extension of the initial scope of work.

The surveillance cameras are a major component of the City's Pilot Permit Parking Program that is being implemented in January. The increased safety provided by the surveillance cameras will incentivize use of underutilized public parking lots and alleviate congestion in the most heavily used lots and on Pacific Blvd. In addition, new LED lights

have been installed in each City-owned parking lot to further enhance safety and ameliorate public parking issues in downtown.

### **FISCAL IMPACT/FINANCING**

The cost to install 41 video surveillance cameras and related communications equipment in 14 City-owned parking lots is \$272,941. These costs will be paid for using the City's Measure R Local Return funds, therefore there will be no impact to the General Fund.

### **LEGAL AND PROGRAM REQUIREMENTS**

The additional surveillance cameras and related communications equipment are being added to the existing wireless mesh network installed by Sea Hawk in 2014. As a result, it is necessary for Sea Hawk to provide and install the additional equipment in order to ensure full compatibility with the City's existing wireless network. Moreover, as a non-Public Works Contract, the City is not required to formally bid the aforementioned scope of work.

Based on community feedback received by the City from its outreach campaign regarding parking and traffic issues in the downtown area, the City has identified security to be a significant impediment for use of the public parking lots behind Pacific Blvd. One of the significant factors of traffic congestion along Pacific Blvd. are vehicles searching for on-street parking in front of stores, as well as the associated traffic circulation caused by reluctance to utilize public parking lots behind Pacific Blvd. As such, the City will be making security improvements at its public parking lots, specifically new LED lighting and security cameras, in order to encourage residents, employees, and shoppers to utilize public lots. It is expected that these improved parking lots will enhance traffic circulation patterns along Pacific Blvd. and mitigate congestion. As such, the City will utilize Measure R Local Return funds, per the Measure R program guidelines (see Attachment C).

### **CONCLUSION**

Upon approval, the Interim City Manager will execute the amendment to the agreement with Sea Hawk Surveillance for additional surveillance camera equipment and services in City-owned parking lots.

Respectfully submitted,



JORGE CISNEROS  
Chief of Police



JULIO F MORALES  
Interim City Manager



APPROVE AMENDMENT TO THE AGREEMENT WITH SEA HAWK SURVEILLANCE FOR ADDITIONAL  
SURVEILLANCE CAMERA EQUIPMENT AND SERVICES IN CITY-OWNED PARKING LOTS

January 5, 2015

Page 3 of 3

**ATTACHMENTS**

A: Purchase Order

B: Master agreement with Sea Hawk Surveillance

C: Measure R Local Return guidelines



INVOICE:  
0000120-Parking Lot

October 7, 2014

TO:

City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255



**"Parking Lot Project Camera and  
Surveillance Wireless Mesh Network"**

Sea Hawk Surveillance  
16697 Carob Ave.  
Chino Hills CA 91709-6519  
Phone: +1 909-821-9482  
Attn: Luis Lopez

Item	Description	Unit Price	Total
	<b>City of Huntington Park Parking Lot Camera Project</b>		
	Please review attach document with detail of cost, locations and equipment to be install.		255,368.00
	50% up front to start project (\$136,470.72) 50% on completion of project (\$136,470.72)		
	<b>San Bernardino Sales Tax</b>		17,573.44
			<b>\$272,941.44</b>

Make all checks payable to Sea Hawk Surveillance Inc.  
**THANK YOU FOR YOUR BUSINESS!**



October 7, 2014

**City of Huntington Park  
Parking Lot Camera Project**

From  
Luis R. Lopez  
Sea Hawk Surveillance  
16697 Carob Ave Chino Hills, CA 91709

To  
Chief Jorge Cisneros Huntington Park  
Police 6542 Miles Ave  
Huntington Park, CA 90255

Item	Description	Quantity	Cost	Total
	<b>Job: Huntington Park- Parking Lot B</b>			
Install-PMP-SM	Installation and Configuration Fee for One Point to Multipoint Subscriber Module.	6	400.00	2,400.00
PMP SM	Point to Multipoint Subscriber Module Radio.	6	1,895.00	11,370.00T
Install-PMP-AP	Installation and Configuration Fee for One Point to Multipoint Access Point.	1	500.00	500.00
PMP AP	Point to Multipoint Access Point Radio.	1	2,995.00	2,995.00T
Install-Axis	Axis Network Camera Installation Fee.	6	400.00	2,400.00
0316-004	Includes Configuration, Installation, and Testing. Axis P5534-E PTZ Dome Network Camera HDTV 720p, Day/Night and H.264 Outdoor-Ready: IP66- and NEMA 4X-Rated 18x Optical Zoom High Power over Ethernet (IEEE 802.3at)	6	2,860.00	17,160.00T
5014-201	Axis T8123 High POE-30W Midspan 1-Port	6	115.00	690.00T
5502-431	Pole Mount Bracket for AXIS PTZ Dome Network Cameras and fixed dome pendant kits. Includes Pendant Kit (5502-431). Color White.	6	115.00	690.00T
Enclosure-Small	Small Outdoor Rated Metal/Fiberglass/ABS Junction Box Enclosure for mounting of POE and other power related products. Includes Mounting Hardware as needed for each install location.	6	300.00	1,800.00T
MISC-INSTALL	Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc.	1	500.00	500.00T
			Total	



**City of Huntington Park  
Parking Lot Camera Project**

From  
Luis R. Lopez  
Sea Hawk Surveillance  
16697 Carob Ave Chino Hills, CA 91709

To  
Chief Jorge Cisneros Huntington Park  
Police 6542 Miles Ave  
Huntington Park, CA 90255

Item	Description	Quantity	Cost	Total
	Subtotal for Parking Lot B			40,505.00T
				0.00
Install-PMP-SM	Job: Huntington Park- Parking Lot C Installation and Configuration Fee for One Point to Multipoint Subscriber Module.	3	400.00	1,200.00
PMP SM	Point to Multipoint Subscriber Module Radio.	3	1,895.00	5,685.00T
Install-PMP-AP	Installation and Configuration Fee for One Point to Multipoint Access Point.	1	500.00	500.00
PMP AP	Point to Multipoint Access Point Radio.	1	2,995.00	2,995.00T
Install-Axis	Axis Network Camera Installation Fee.	3	400.00	1,200.00
0316-004	Includes Configuration, Installation, and Testing. Axis P5534-E PTZ Dome Network Camera HDTV 720p, Day/Night and H.264 Outdoor-Ready: IP66- and NEMA 4X-Rated 18x Optical Zoom	3	2,860.00	8,580.00T
5014-201	High Power over Ethernet (IEEE 802.3at) Axis T8123 High POE-30W Midspan 1-Port	3	115.00	345.00T
5502-431	Pole Mount Bracket for AXIS PTZ Dome Network Cameras and fixed dome pendant kits. Includes Pendant Kit (5502-431). Color White.	3	115.00	345.00T
Enclosure-Small	Small Outdoor Rated Metal/Fiberglass/ABS Junction Box Enclosure for mounting of POE and other power related products. Includes Mounting Hardware as needed for each install location.	3	300.00	900.00T
			Total	



**City of Huntington Park  
Parking Lot Camera Project**

From  
Luis R. Lopez  
Sea Hawk Surveillance  
16697 Carob Ave Chino Hills, CA 91709

To  
Chief Jorge Cisneros Huntington Park  
Police 6542 Miles Ave  
Huntington Park, CA 90255

Item	Description	Quantity	Cost	Total
MISC-INSTALL	Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc.	1	200.00	200.00T
	Subtotal for Parking Lot C			21,950.00T
Install-PMP-SM	Job: Huntington Park- Parking Lot D Installation and Configuration Fee for One Point to Multipoint Subscriber Module.	1	400.00	400.00
PMP SM	Point to Multipoint Subscriber Module Radio.	1	1,895.00	1,895.00T
Install-Axis	Axis Network Camera Installation Fee. Includes Configuration, Installation, and Testing.	1	400.00	400.00
0316-004	Axis P5534-E PTZ Dome Network Camera HDTV 720p, Day/Night and H.264 Outdoor-Ready: IP66- and NEMA 4X-Rated 18x Optical Zoom	1	2,860.00	2,860.00T
5014-201	High Power over Ethernet (IEEE 802.3at) Axis T8123 High POE-30W Midspan 1-Port	1	115.00	115.00T
5502-431	Pole Mount Bracket for AXIS PTZ Dome Network Cameras and fixed dome pendant kits. Includes Pendant Kit (5502-431). Color White.	1	115.00	115.00T
Enclosure-Small	Small Outdoor Rated Metal/Fiberglass/ABS Junction Box Enclosure for mounting of POE and other power related products. Includes Mounting Hardware as needed for each install location.	1	300.00	300.00T
			Total	



**City of Huntington Park  
Parking Lot Camera Project**

From  
Luis R. Lopez  
Sea Hawk Surveillance  
16697 Carob Ave Chino Hills, CA 91709

To  
Chief Jorge Cisneros Huntington  
Park Police 6542 Miles Ave  
Huntington Park, CA 90255

Item	Description	Quantity	Cost	Total
MISC-INSTALL	Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc. Subtotal for the Parking Lot D	1	100.00	100.00T 6,185.00T 0.00
	Job: Huntington Park- Parking Lot E			
Install-PMP-SM	Installation and Configuration Fee for One Point to Multipoint Subscriber Module.	3	400.00	1,200.00
PMP SM	Point to Multipoint Subscriber Module Radio.	3	1,895.00	5,685.00T
Install-PMP-AP	Installation and Configuration Fee for One Point to Multipoint Access Point.	1	500.00	500.00
PMP AP	Point to Multipoint Access Point Radio.	1	2,995.00	2,995.00T
Install-Axis	Axis Network Camera Installation Fee. Includes Configuration, Installation, and Testing.	3	400.00	1,200.00
0316-004	Axis P5534-E PTZ Dome Network Camera HDTV 720p, Day/Night and H.264 Outdoor-Ready: IP66- and NEMA 4X-Rated 18x Optical Zoom High Power over Ethernet (IEEE 802.3at)	3	2,860.00	8,580.00T
5014-201	Axis T8123 High POE-30W Midspan 1-Port	3	115.00	345.00T
5502-431	Pole Mount Bracket for AXIS PTZ Dome Network Cameras and fixed dome pendant kits. Includes Pendant Kit (5502-431). Color White.	3	115.00	345.00T
Enclosure-Small	Small Outdoor Rated Metal/Fiberglass/ABS Junction Box Enclosure for mounting of POE and other	3	300.00	900.00T
			Total	



**City of Huntington Park  
Parking Lot Camera Project**

From  
Luis R. Lopez  
Sea Hawk Surveillance  
16697 Carob Ave Chino Hills, CA 91709

To  
Chief Jorge Cisneros Huntington Park  
Police 6542 Miles Ave  
Huntington Park, CA 90255

Item	Description	Quantity	Cost	Total
MISC-INSTALL	power related products. Includes Mounting Hardware as needed for each install location. Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc. Subtotal for Parking Lot E	1	200.00	200.00T  21,950.00T
Install-PMP-SM	Job: Huntington Park- Parking Lot G Installation and Configuration Fee for One Point to Multipoint Subscriber Module.	7	400.00	2,800.00
PMP SM	Point to Multipoint Subscriber Module Radio.	7	1,895.00	13,265.00T
Install-PMP-AP	Installation and Configuration Fee for One Point to Multipoint Access Point.	1	500.00	500.00
PMP AP	Point to Multipoint Access Point Radio.	1	2,995.00	2,995.00T
Install-Axis	Axis Network Camera Installation Fee. Includes Configuration, Installation, and Testing.	7	400.00	2,800.00
0316-004	Axis P5534-E PTZ Dome Network Camera HDTV 720p, Day/Night and H.264 Outdoor-Ready: IP66- and NEMA 4X-Rated 18x Optical Zoom	7	2,860.00	20,020.00T
5014-201	High Power over Ethernet (IEEE 802.3at) Axis T8123 High POE-30W Midspan 1-Port	7	115.00	805.00T
5502-431	Pole Mount Bracket for AXIS PTZ Dome Network Cameras and fixed dome pendant kits. Includes Pendant Kit (5502-431). Color White.	7	115.00	805.00T
			Total	





**City of Huntington Park  
Parking Lot Camera Project**

From  
Luis R. Lopez  
Sea Hawk Surveillance  
16697 Carob Ave Chino Hills, CA 91709

To  
Chief Jorge Cisneros Huntington Park  
Police 6542 Miles Ave  
Huntington Park, CA 90255

Item	Description	Quantity	Cost	Total
Enclosure-Small	Small Outdoor Rated Metal/Fiberglass/ABS Junction Box Enclosure for mounting of POE and other power related products. Includes Mounting Hardware as needed for each install location.	7	300.00	2,100.00T
MISC-INSTALL	Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc. Subtotal for Parking Lot G	1	500.00	500.00T 46,590.00T
Install-PMP-SM	Job: Huntington Park- Parking Lot J Installation and Configuration Fee for One Point to Multipoint Subscriber Module.	2	400.00	800.00
PMP SM	Point to Multipoint Subscriber Module Radio.	2	1,895.00	3,790.00T
Install-PMP-AP	Installation and Configuration Fee for One Point to Multipoint Access Point.	1	500.00	500.00
PMP AP	Point to Multipoint Access Point Radio.	1	2,995.00	2,995.00T
Install-Axis	Axis Network Camera Installation Fee. Includes Configuration, Installation, and Testing.	2	400.00	800.00
0316-004	Axis P5534-E PTZ Dome Network Camera HDTV 720p, Day/Night and H.264 Outdoor-Ready: IP66- and NEMA 4X-Rated 18x Optical Zoom High Power over Ethernet (IEEE 802.3at)	2	2,860.00	5,720.00T
5014-201	Axis T8123 High POE-30W Midspan 1-Port	2	115.00	230.00T
5502-431	Pole Mount Bracket for AXIS PTZ Dome Network	2	115.00	230.00T
			Total	



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Item	Description	Quantity	Cost	Total
Enclosure-Small	Cameras and fixed dome pendant kits. Includes Pendant Kit (5502-431). Color White.	2	300.00	600.00T
Install-Axis	Small Outdoor Rated Metal/Fiberglass/ABS Junction Box Enclosure for mounting of POE and other power related products. Includes Mounting Hardware as needed for each install location.	2	400.00	800.00
0553-001	Axis Network Camera Installation Fee. Includes Configuration, Installation, and Testing.	2	734.00	1,468.00T
5026-204	AXIS M5014-V PTZ Dome Network Camera Pan, tilt, zoom in a vandal-resistant casing HDTV 720p and H.264 IP66-rated for protection against the ingress of dust and high pressure water jets IK10-rated for protection against impact and vandal acts Power over Ethernet (IEEE 802.3af) Axis 5026-204 T8120 15w Midspan 1-Port Used to power PoE-enabled network video products Provides power and data connections via the same Ethernet cable Supplies 15.4 W of maximum power IEEE 802.3af compliance ensures compatibility with Axis network video products having built-in support for Power over Ethernet	2	75.00	150.00T
			Total	



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Huntington Park, CA 90255

Item	Description	Quantity	Cost	Total
EMT-10FT	EMT 1/2" non-rigid for POE/Cat5/Cat6 in 10 Foot Lengths Includes mounting clamps as needed.	3	30.00	90.00T
MISC-INSTALL	Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc. Subtotal for Parking Lot J	1	500.00	500.00T 18,673.00T
Install-PMP-SM	Job: Huntington Park- Parking Lot K Installation and Configuration Fee for One Point to Multipoint Subscriber Module.	1	400.00	400.00
PMP SM	Point to Multipoint Subscriber Module Radio.	1	1,895.00	1,895.00T
Install-Axis	Axis Network Camera Installation Fee. Includes Configuration, Installation, and Testing.	1	400.00	400.00
0316-004	Axis P5534-E PTZ Dome Network Camera HDTV 720p, Day/Night and H.264 Outdoor-Ready: IP66- and NEMA 4X-Rated 18x Optical Zoom High Power over Ethernet (IEEE 802.3at)	1	2,860.00	2,860.00T
5014-201	Axis T8123 High POE-30W Midspan 1-Port	1	115.00	115.00T
5502-431	Pole Mount Bracket for AXIS PTZ Dome Network Cameras and fixed dome pendant kits. Includes Pendant Kit (5502-431). Color White.	1	115.00	115.00T
Enclosure-Small	Small Outdoor Rated Metal/Fiberglass/ABS Junction Box Enclosure for mounting of POE and other		300.00	300.00T
			Total	



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Item	Description	Quantity	Cost	Total
MISC-INSTALL	power related products. Includes Mounting Hardware as needed for each install location. Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc. Subtotal for Parking Lot K	1	100.00	100.00T  6,185.00T
Install-PMP-SM	Job: Huntington Park- Parking Lot L, M Installation and Configuration Fee for One Point to Multipoint Subscriber Module.	5	400.00	2,000.00
PMP SM	Point to Multipoint Subscriber Module Radio.	5	1,895.00	9,475.00T
Install-PMP-AP	Installation and Configuration Fee for One Point to Multipoint Access Point.	1	500.00	500.00
PMP AP	Point to Multipoint Access Point Radio.	1	2,995.00	2,995.00T
Install-Axis	Axis Network Camera Installation Fee. Includes Configuration, Installation, and Testing.	5	400.00	2,000.00
0316-004	Axis P5534-E PTZ Dome Network Camera HDTV 720p, Day/Night and H.264 Outdoor-Ready: IP66- and NEMA 4X-Rated 18x Optical Zoom	5	2,860.00	14,300.00T
5014-201	High Power over Ethernet (IEEE 802.3at) Axis T8123 High POE-30W Midspan 1-Port	5	115.00	575.00T
5502-431	Pole Mount Bracket for AXIS PTZ Dome Network Cameras and fixed dome pendant kits. Includes Pendant Kit (5502-431). Color White.	5	115.00	575.00T
			Total	



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Park Police 6542 Miles Ave  
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Item	Description	Quantity	Cost	Total
Enclosure-Small	Small Outdoor Rated Metal/Fiberglass/ABS Junction Box Enclosure for mounting of POE and other power related products. Includes Mounting Hardware as needed for each install location.	5	300.00	1,500.00T
MISC-INSTALL	Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc. Subtotal for Parking Lot L, M	1	300.00	300.00T 34,220.00T
Install-PMP-SM	Job: Huntington Park- Parking Lot I Installation and Configuration Fee for One Point to Multipoint Subscriber Module.	1	400.00	400.00
PMP SM	Point to Multipoint Subscriber Module Radio.	1	1,895.00	1,895.00T
Install-Axis	Axis Network Camera Installation Fee. Includes Configuration, Installation, and Testing.	4	400.00	1,600.00
0553-001	AXIS M5014-V PTZ Dome Network Camera Pan, tilt, zoom in a vandal-resistant casing HDTV 720p and H.264 IP66-rated for protection against the ingress of dust and high pressure water jets IK10-rated for protection against impact and vandal acts	4	734.00	2,936.00T
5026-204	Power over Ethernet (IEEE 802.3af) Axis 5026-204 T8120 15w Midspan 1-Port Used to power PoE-enabled network video products	4	75.00	300.00T
			Total	



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Park Police 6542 Miles Ave  
Huntington Park, CA 90255

Item	Description	Quantity	Cost	Total
Enclosure-Small	Provides power and data connections via the same Ethernet cable Supplies 15.4 W of maximum power IEEE 802.3af compliance ensures compatibility with Axis network video products having built-in support for Power over Ethernet Small Outdoor Rated Metal/Fiberglass/ABS Junction Box Enclosure for mounting of POE and other power related products. Includes Mounting Hardware as needed for each install location.	2	300.00	600.00T
EMT-10FT	EMT 1/2" non-rigid for POE/Cat5/Cat6 in 10 Foot Lengths Includes mounting clamps as needed.	40	30.00	1,200.00T
MISC-INSTALL	Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc. Subtotal for Parking Lot I	1	500.00	500.00T 9,431.00T
Install-PMP-SM	Job: Huntington Park- Parking Rita & Florence Installation and Configuration Fee for One Point to Multipoint Subscriber Module.	3	400.00	1,200.00
PMP SM	Point to Multipoint Subscriber Module Radio.	3	1,895.00	5,685.00T
Install-Axis	Axis Network Camera Installation Fee. Includes Configuration, Installation, and Testing.	5	400.00	2,000.00
0553-001	AXIS M5014-V PTZ Dome Network Camera	5	734.00	3,670.00T
			Total	



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Item	Description	Quantity	Cost	Total
5026-204	Pan, tilt, zoom in a vandal-resistant casing HDTV 720p and H.264 IP66-rated for protection against the ingress of dust and high pressure water jets IK10-rated for protection against impact and vandal acts Power over Ethernet (IEEE 802.3af) Axis 5026-204 T8120 15w Midspan 1-Port Used to power PoE-enabled network video products Provides power and data connections via the same Ethernet cable Supplies 15.4 W of maximum power IEEE 802.3af compliance ensures compatibility with Axis network video products having built-in support for Power over Ethernet	5	75.00	375.00T
Install-Axis	Axis Network Camera Installation Fee. Includes Configuration, Installation, and Testing.	2	400.00	800.00
0316-004	Axis P5534-E PTZ Dome Network Camera HDTV 720p, Day/Night and H.264 Outdoor-Ready: IP66- and NEMA 4X-Rated 18x Optical Zoom High Power over Ethernet (IEEE 802.3at)	2	2,860.00	5,720.00T
5014-201	Axis T8123 High POE-30W Midspan 1-Port	2	115.00	230.00T
5017-671	AXIS T91A67 Pole Bracket Pole Bracket for the latest AXIS PTZ Dome Network Cameras and fixed dome pendant kits. Includes	2	117.00	234.00T
			Total	



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Item	Description	Quantity	Cost	Total
Enclosure-Small	steel mounting straps and AXIS T94A01D Pendant Kit. Requires mounting tool 21776 (not included). Small Outdoor Rated Metal/Fiberglass/ABS Junction Box Enclosure for mounting of POE and other power related products. Includes Mounting Hardware as needed for each install location.	7	300.00	2,100.00T
EMT-10FT	EMT 1/2" non-rigid for POE/Cat5/Cat6 in 10 Foot Lengths Includes mounting clamps as needed.	60	30.00	1,800.00T
MISC-INSTALL	Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc. Subtotal for Parking Rita & Florence	1	800.00	800.00T 24,614.00T
Install-PMP-AP	Job: Huntington Park- Tower Site PMP Installation and Configuration Fee for One Point to Multipoint Access Point.	7	500.00	3,500.00
PMP AP	Point to Multipoint Access Point Radio.	7	2,995.00	20,965.00T
MISC-INSTALL	Misc Installation Items - Cat5, Cat6, Switching Equipment, Cable ties, RJ45's, Mounts, Pole Clamps, Etc. Subtotal for Tower Site	1	600.00	600.00T 25,065.00T
			This Includes Network Design and RF Frequency Coordination and Scanning to provide optimal channel usage and to avoid interference.	
			Total	





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Item	Description	Quantity	Cost	Total
	<p>Will also include all necessary PMP equipment to satisfy the demand of all cameras on this installation. Meaning if it takes FIVE Extra PMP AP's on Tower Site to handle the camera throughput and connections for these specific cameras the extra equipment and installation will be included at no extra charge to the city. At our discretion we may elect to use a different PMP AP radio configuration which may or may not result in a different final AP and SM radio count resulting in a zero financial impact for both parties, (ex. we might choose a more expensive radio with higher bandwidth capabilities which requires less total PMP AP's). This is a Final Set Price Based on the Cameras and Parking Lots listed above. **Note Power Must Be available at the mounting locations. Cost to run power if its not available will be billed at time and materials by our contractor and any city permits to be provided by the city.</p> <p>Job: Huntington Park- Parking Lot H, N and O are added to this proposal.</p> <p>San Bernardino Sales Tax</p>			
			8.00%	17,573.44
			Total	\$272,941.44

## **EQUIPMENT AND INSTALLATION SERVICES AGREEMENT**

THIS AGREEMENT FOR EQUIPMENT AND INSTALLATION SERVICES ("Agreement") is made and entered into as of October 7, 2013, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and SEA HAWK SURVEILLANCE, INC., a California corporation ("Contractor").

NOW THEREFORE, the parties hereto agree as follows:

### **SECTION ONE: SERVICES OF CONTRACTOR**

1.1 Content of the Work. During the term of this Agreement, Contractor shall provide the services, material and/or equipment as set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Work").

1.2 Scope of Services. Contractor shall equip itself with all necessary labor, equipment and materials to construct the Work and perform the services specified in this Agreement. 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.

1.3 Defective Work. All Work, material, or equipment that is unsatisfactory, faulty, incomplete, or does not conform to this Agreement, or does not meet the requirements of any inspection, test, or approval, maybe considered to be defective and subject to cure within a reasonable period of time. If the Work or any part thereof is found to be defective, whether or not manufactured, fabricated, installed, completed, contractor, and whether or not overlooked or accepted by the City, the Contractor shall, promptly and in accordance with the written instructions of the City, either correct such defective Work or, if it has been rejected by the City, remove it from the site and replace it with non-defective and conforming Work. The Contractor shall bear all costs for the correction or removal and replacement of defective Work and all additional direct and indirect costs the City may incur on account of defective Work, including, but not limited to, the costs of additional administrative, professional, consultant, inspection, testing, and other services. If such additional costs are incurred by the City prior to the making of final payment, a Change Order may be issued to effect a reduction in the Contract price in the amount of the City's additional costs which are not contested by the Contractor; otherwise, the Contractor and the Engineer shall determine the amount, if any, to be paid to the City. The Contractor shall also bear all costs of making good all Work, and the work and property of separate contractors, the City, and others that is damaged or destroyed by the Contractor's correction or removal and replacement of its defective Work.

1.4 Warranty of Title. No materials, supplies or equipment for the Work shall be purchased subject to any security interest or chattel mortgage or under conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the Work and shall, upon completion of all Work, deliver the

premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from and clear of any claims, liens, encumbrances or charges. Contractor further agrees that neither it nor any person, firm or corporation furnishing any material or labor for any Work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon. Nothing contained in this Paragraph 1.4, however, shall defeat or impair the right of such person furnishing materials or labor under any bond given by the Contractor for their protection of any right under any law permitting such persons to look to funds due the Contractor, in the hands of the City.

1.5 Materials. Articles, materials, and equipment to be incorporated into the Work shall be new or unused unless otherwise specified and shall conform to the requirements of this Agreement and be approved by the Engineer (as defined in paragraph 3.1 hereof) before incorporation into the Work; and, where required to conform to specifications or tests of the City or specifications or tests consistent with applicable industry standards, such articles, material and equipment shall conform to the respective editions, including amendments, specified and in effect on the date of this Agreement.

1.6 Work Hours. All construction activities at the site of the Work shall be performed during regular working hours, and the Contractor shall not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the written consent of the Engineer. Should the Contractor choose to work outside normal working hours, upon the consent of the Engineer, all City inspections required by the Contractor on holidays, weekends or during hours requiring overtime shall be accomplished at the sole expense of the Contractor by issuance of a deductive Change Order.

1.7 Superintendent and Employees. The Contractor shall keep on the Work at all times during its progress a competent resident Superintendent, acceptable to the Engineer, who shall not be replaced without written notice to the Engineer except under extraordinary circumstances. The Superintendent shall be Contractor's representative at the site and shall have authority to act on behalf of Contractor, and all communications given to the Superintendent shall be as binding as if given by Contractor. The Contractor shall employ none but competent foremen, laborers, and mechanics. If the Superintendent and the Engineer find that any subcontractor, foreman, laborer or other person employed on the Work by the Contractor fails or refuses to carry out any direction of the Engineer, or shall appear to the Engineer and the Superintendent to be uncooperative, incompetent, unresponsive or otherwise undesirable, he or she shall be discharged from the work immediately by Contractor on the request of the Engineer, and such person shall not again be employed on the Work without the consent of the Engineer.

## **SECTION TWO: COMMENCEMENT; SUBSTANTIAL COMPLETION**

2.1 Commencement Date. This Agreement shall commence as of the later of (a) the date first written above, or (b) the date on which Contractor has furnished to the City all of the following: Both the faithful performance bond and the labor and materials bond, pursuant to Section 5 below; and the certificates and endorsements of insurance pursuant to Section 6 below ("Commencement Date").

2.2 Completion. Contractor shall prosecute the Work diligently to completion and in all events shall substantially complete the Work within 180 working days of the Commencement Date ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City and Contractor. Such schedules or milestones may be included as part of Exhibit "A" attached hereto, or may be provided separately in writing to the Contractor.

### **SECTION THREE: AUTHORITY OF THE ENGINEER.**

3.1 James Enriquez is hereby designated as the representative of the City (the "Engineer"). The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the Work in conformity with the schedule.

3.2 The Engineer's decisions in writing shall be final, and the Engineer shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

### **SECTION FOUR: COMPENSATION.**

4.1 Compensation will be determined according to the schedule and/or amounts set forth in Exhibit "B."

4.2 The Engineer shall, after Contractor's completion of the Work, make a final determination regarding the amount of Work done thereunder and its compliance with specifications and requirements therefor. Provided the Engineer accepts the Work, the City shall pay the entire sum remaining due, after deducting therefrom all previous payments and all amounts to be retained under the provisions of the Agreement. To the extent the Engineer does not approve the Work, the Engineer shall determine the amount of the Work performed pursuant to applicable specifications and requirements, and City shall thereupon pay only the value of such Work, as determined as a proportionate share of the entire agreed compensation as the amount of Work satisfactorily completed bears to the fully completed Work, as required by the specifications and other requirements. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. Acceptance of final payment by the Contractor shall waive all claims. The payment of all amounts retained shall not be due and payable until the expiration of thirty-five (35) days from the date of acceptance of the Work by the City, which acceptance shall be by formal action of the City's City Council, and until the Contractor satisfies the City by affidavit that all bills for labor and materials incorporated in the Work have been paid, and that the Contractor has submitted to the City a Certification relinquishing any and all claims or right of lien under, in connection with, or as a result of, the work under the Contract.

### **SECTION FIVE: BONDS.**

The Contractor, concurrently with the execution of the Agreement, shall furnish a Labor and Materials Bond in an amount equal to one hundred percent (100%) of the Contract Price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price. Said bonds shall be on forms approved by the City, and secured from an admitted surety

company in accordance with Code of Civil Procedure Section 995.630, as may be amended; and the premiums thereon shall be paid by the Contractor. Contractor shall not commence Work until the bonds have been filed with and approved by City or its authorized representatives.

**SECTION SIX:            INSURANCE.**

6.1     Without limiting Contractor's indemnification obligations, Contractor shall not enter or occupy the Premises 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.

6.2     At all times this Agreement is in effect, Contractor shall take out and maintain the following insurance:

6.2.1. Workers' Compensation and Employer's Liability Insurance: Contractor shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, 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, as may be amended. Contractor shall provide statutory 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."

6.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a)     Combined single limit of One 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.

6.2.3. 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.

6.2.4. Builder's Risk Insurance: Until the completion and final acceptance by the City of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever. The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the City. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The City, its directors, officers, employees, and authorized volunteers shall be named insureds on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the City or be construed as relieving the contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the City.

6.3 Endorsements: The policies of liability insurance provided for in Paragraphs 6.2.2 through 6.2.4 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.”

6.4 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 6 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 the 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.

6.5 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.

6.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

6.7 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.

6.8 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, as may be amended, 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. Contractors and subcontractors 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 the Contractor to comply with this section or with the provisions of law relating to Worker's Compensation.

## **SECTION SEVEN:     LIABILITY AND INDEMNIFICATION.**

7.1     City Not Liable. The City and City Personnel shall not be answerable or accountable in any manner, either individually or collectively, for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work, except the sole active negligence or willful misconduct of City, its agents, servants or independent contractors who are directly responsible to City.

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

7.2.1. The Contractor shall defend any action or actions filed in connection with any such Claims, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith.

7.2.2. The Contractor shall promptly pay any judgment rendered against the City and/or City Personnel for any such Claims.

7.2.3. In the event the City and/or City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the negligence, recklessness, or willful misconduct the Contractor, the Contractor shall pay to the City any and all costs and expenses incurred by the City and/or City Personnel in such action or proceeding, including but not limited to reasonable attorneys' fees and expert witness fees.

## **SECTION EIGHT:     LEGAL RELATIONS AND RESPONSIBILITIES.**

8.1     Observing Laws and Ordinances. The Contractor shall keep itself fully informed of all existing and future state and federal laws and all city, county and City ordinances and regulations which in any manner affect the conduct of the Work, and of all such orders and



decrees of bodies or tribunals having any jurisdiction or authority over same. Unless otherwise specifically provided to the contrary in the description of the Work provided in Exhibit "A", Contractor shall pay prevailing wage for all construction activity undertaken hereunder, and shall assume full responsibility to assure subcontractors and all other persons working by or through Contractor do the same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify and defend the City and City Personnel, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or Subcontractors.

8.2 Taxes. The Contractor shall pay all applicable payroll, business license, possessory, interest and sales and use taxes and all other applicable taxes assessed by Federal, State and local authorities on materials furnished by Contractor or in any way connected with or arising out of Contractor's in performance of the Work. Changes in such taxes shall not be justification for an adjustment to the compensation due Contractor under this Agreement.

8.3 Assignment Prohibited. The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof without first obtaining the written consent of the City. If any such assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon written notice to the Contractor.

8.4 Performance. If the Contractor should neglect to prosecute the Work properly, or fail to perform any provision of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Engineer shall approve such action and certify the amount thereof to be charged to the Contractor.

8.5 Permits and Licenses. Unless otherwise specified in the Agreement, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incident to the due and lawful prosecution of the Work. The Contractor shall comply with all provisions of all permits whether obtained by the City or by the Contractor. Fines, fees or penalties incurred by the Contractor due to violation of any permit shall not be justification for an adjustment to the Agreement.

8.6 Public Convenience and Safety. The Contractor shall so conduct its operations as to cause the least public obstruction and inconvenience to public travel. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are reasonable to give adequate warning to the public at all times of a dangerous condition to be encountered as a result of the construction of the Work. The Contractor shall furnish the Engineer with the name, address and local telephone number of the person responsible for the maintenance of barriers, signs, lights and all other accident prevention devices.

8.7 Sanitation. The Contractor shall provide all necessary privy accommodations for the use of its employees on the Work and shall maintain the same in a clean and sanitary condition. The Contractor shall provide for its employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the State Department of Health and all other governmental authorities having jurisdiction.

8.8 Contractor is Independent Contractor. It is expressly understood and agreed that the Contractor herein named in the furnishing of all services, labor, materials and equipment and performing the work as provided in this Agreement is acting as an independent contractor and not as an agent, servant or employee of the City.

8.9 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the 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 the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

**SECTION NINE:        SAFETY.**

9.1     The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

9.2     In carrying out his/her work, the 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. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

**SECTION TEN:        TERMINATION OF THE AGREEMENT.**

10.1    Termination by City for Cause. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with this Agreement, the City may give written notice that the City intends to terminate this Agreement. If the Contractor fails to correct the defaults, failure or neglect within seven (7) days after being given written notice, the City may then give a second written notice and, after an additional seven (7) days, the City may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment due the Contractor or, at the City's option, may terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon and finish the Work by whatever method the City may deem expedient. The City further may seek recourse against the Faithful Performance Bond issued by the Contractor and its surety.

10.2    Termination by City Without Cause. In addition to termination under Article 10.1, City may terminate this Agreement without cause upon thirty (30) days written notice to Contractor. Upon such termination, City shall reimburse the Contractor for any unpaid portions of the Contract Price due it under Section 4 for the Work to date of termination including all reasonable costs of demobilization. In addition, City shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the City, for any equipment retained. In case of such termination of this Agreement, the City shall further assume and become liable for obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with the Work, actual cancellation penalties for outstanding contracts and undelivered materials or equipment on orders, and any demobilization costs. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps, including the legal assignment of its contractual rights, as the City may require for the purpose of fully vesting in the City the rights and benefits of the Contractor under such obligations or commitments.

## **SECTION ELEVEN: LABOR CODE OF CALIFORNIA.**

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages) and Article 3 (Working Hours) thereof. To the extent his work is funded by state or federal grants, the work requires the payment of prevailing wages in accordance with Labor Code section 1720 *et seq.*, as may be amended, and the Contractor shall comply with all of the following:

11.1 In accordance with Section 1773 of the Labor Code, the City has found and determined the general prevailing rate of per diem wages in the locality in which the public work is to be performed are those contained in that certain document entitled PREVAILING WAGE SCALE, copies of which are maintained at the offices of the City, and are available to any interested party on request. Contractor shall post a copy of said document at each job site.

11.2 In accordance with Section 1773.1 of the Labor Code per diem wages shall include, but not be limited to, travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.

11.3 Labor Code section 1776 is hereby incorporated as truly as if fully set forth herein. The Contractor and each subcontractor shall keep accurate payroll records containing or verified by a written declaration made under the penalty of perjury in compliance with Labor Code section 1776. The payroll records shall be certified and available for inspection in compliance with Labor Code section 1776.

11.4 Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

11.5 Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by a Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or more than forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

11.6 The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by him or her in connection with this Agreement.

11.7 Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Work under this Agreement by the Contractor or by any Subcontractor under the Contractor.

## **SECTION TWELVE: CHANGES IN THE PROJECT.**

12.1 Change Orders. Any Work not contained in Exhibit "A," Scope of Work, shall be a change and shall be performed by Contractor only pursuant to a written Change Order to this Agreement, signed by the City and Contractor. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the Work, or of the time required for the performance of the Work, Contractor shall be paid a lump sum acceptable to both parties and/or granted an extension of the schedule.

12.2 In the event the City requests Contractor to develop information necessary for the consideration of a change in the Project, and such a change is not adopted, the City shall reimburse Contractor for the costs which Contractor incurs in connection with such efforts.

## **SECTION THIRTEEN: MISCELLANEOUS**

13.1 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: Neal Mongan – Administrative Lieutenant  
6542 Miles Avenue  
Huntington Park, CA 90255

To Contractor: SEA HAWK SURVEILLANCE, INC.  
Attention: Luis Lopez  
16697 Carob Avenue  
Chino Hills, CA 91709

13.2 Warranties. Warranties for the Work, materials and equipments are as set forth in Exhibit A.

13.3 Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement.

13.4 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.

13.5 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.

13.6 Special Provisions. Any special provisions applicable to this Agreement are set forth in Exhibit "B", attached hereto and incorporated herein by this reference. In the event of any discrepancy between the provisions of this Agreement and the Special Provisions, Special Provisions shall take precedence and prevail.

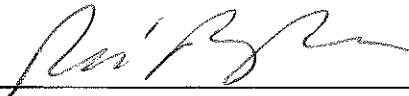
13.7 Force Majeure. The time period specified for performance of the Work shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contractor shall within ten (10) days of the commencement of such delay notify the Engineer in writing of the causes of the delay. The Engineer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Engineer's determination shall be final and conclusive upon the parties to this Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

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

**CITY:**

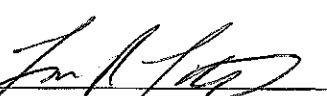
**CITY OF HUNTINGTON PARK**

By: 

René Bobadilla, City Manager

**CONTRACTOR:**

**SEA HAWK SURVEILLANCE, INC**

By: 

Name: Luis R Lopez

Title: Owner/Manager

**ATTEST:**

By: 


Rocio Martinez, Acting City Clerk

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

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

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

**APPROVED AS TO FORM**

By: 

City Attorney, City of Huntington Park

## **EXHIBIT A**

### **SCOPE OF THE WORK**



# SEA HAWK SURVEILLANCE INC.

# 1

PROPOSAL  
CITY OF HUNTINGTON PARK

"Public Safety Mobile and Surveillance Wireless  
Mesh Network"

Luis R. Lopez  
909-821-9482



March 28, 2013

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## **1. Executive Summary**

Sea Hawk Surveillance, Proposer, and its technology partner Strix Systems and Avigilon are pleased to present the enclosed Proposal to the City of Huntington Park in response to its Request for Proposal for a "Public Safety Mobile and Surveillance Wireless Mesh Network".

The Proposal is intended to provide a wireless network for video surveillance, wireless radio coverage for police vehicles and in addition possible public use in selected critical areas (as defined by the Town) in the initial phase, with the capability to expand to additional applications or areas in the future.

The solution described here is based on Strix Systems multi-radio mesh technology that has been deployed in a number of Public Safety applications in the US and overseas. The Strix technology is based on an integrated and field upgradeable Wi-Fi mesh/Public Safety infrastructure (2.4, 5.8, 4.9GHz) employing dual radio mesh-node connectivity.

Sea Hawk and its technology partner Strix Systems, Inc. and Avigilon Inc. will provide a turnkey solution for the City of Huntington Park: including a wireless system design, wireless equipment and cameras, mobile units for Police vehicles, installation services, as well as post installation training and support.

## **2. Scope of Services**

Proposer understands that the intent and scope of this project is to design and deploy a multi-application wireless data network whose primary application is Public Safety access, mobility and video surveillance. The network is to be employed for a variety of applications such as video surveillance for crime scene monitoring, incident scene communications, file transfer, field reporting etc.

It is also understood that the network is to be deployed in certain critical areas. However, in the future both network coverage area and the applications may be expanded to include for example, public Internet access offered by 3<sup>rd</sup> party ISP's providing service over the network on a fee for service basis.

Proposer understands that this is a turnkey project and will provide the services listed here as part of the undertaking:

- a. Project milestones and schedule
- b. Project coordination
- c. Site Survey
- d. Overall System design and engineering
- e. All equipment required for the project
- f. Installation of equipment
- g. Acceptance testing of the network

- h. Training
- i. Post hand over technical support

### **3. Company Background**

Strix Systems, Inc., is a leader in wireless mesh networking. The company was founded in 2000 and acquired by private equity in November 2008. Strix is a US Delaware Corporation with offices in the US (California) and in India. The company has a global presence with sales and support locations in the US, India, Europe, Brazil, Japan, China, and Korea. The company's products have been deployed in over 40 countries. It is well known throughout the industry for its large mesh deployments, including a 1000 node network in India. It has more than 16 international patents.

Strix Access/One® multi-radio mesh products are the industry's only modular and most scalable mesh platform, delivering the largest capacity, highest throughput and lowest latency. This new generation of product was specifically designed to support high quality voice, video, and data in both fixed and mobile applications in large-scale deployments. Sold globally to service providers and municipalities in conjunction with its partner ecosystem, Strix Access/One solutions have been deployed in many hundreds of networks worldwide, outdoor and indoor, in metro, public safety, government, homeland security, medical, energy, industrial, transportation, hospitality, education, enterprise, and residential markets.

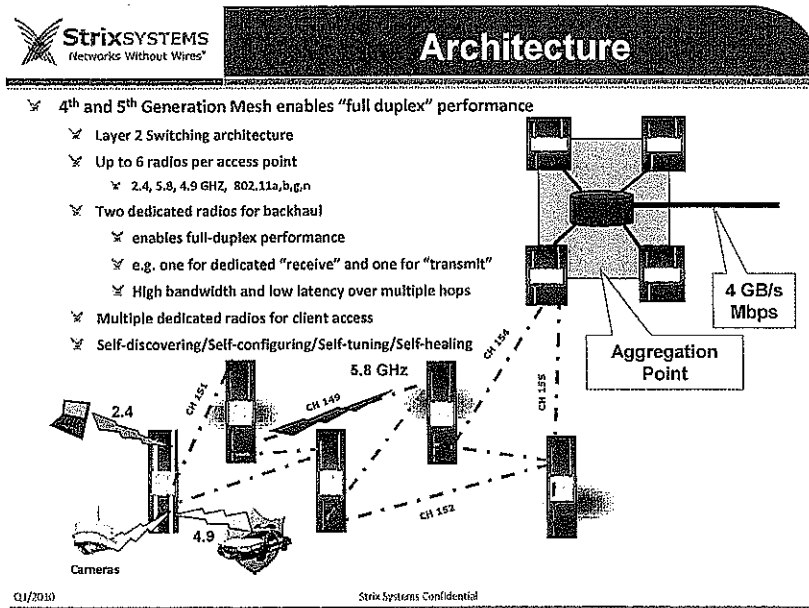
A number of selected Strix deployments are included as an attachment to this proposal

### **4. Proposed Software, Hardware and Computing Environment**

#### **a. Technology Architecture**

- i. The Strix Systems Wireless Mesh Network is designed to perform the following functions
  - 1. To support public safety and public access along the streets and within the neighborhoods and business districts that is within the coverage area. The network is based on a carrier class technology platform that supports public safety over 4.9GHz and commercial services over 2.4 GHz and backhaul over 5.8 GHz.
  - 2. To support a broad range of municipal services, such as video surveillance, Internet access, voice, etc... Of particular note is the networks ability to support video surveillance and mobility at speeds greater than 60 MPH.
  - 3. To provide sufficient bandwidth to satisfy all of the application needs, today and tomorrow. The proposed solution offers the highest level of network capacity from both a mesh network backhaul perspective and a subscriber access capacity.

4. To be a reliable, future-proof (field upgradeable), carrier class infrastructure with a low overall Total Cost of Operation (TCO).
- ii. The basic elements of the Strix architecture are depicted in the diagram below;

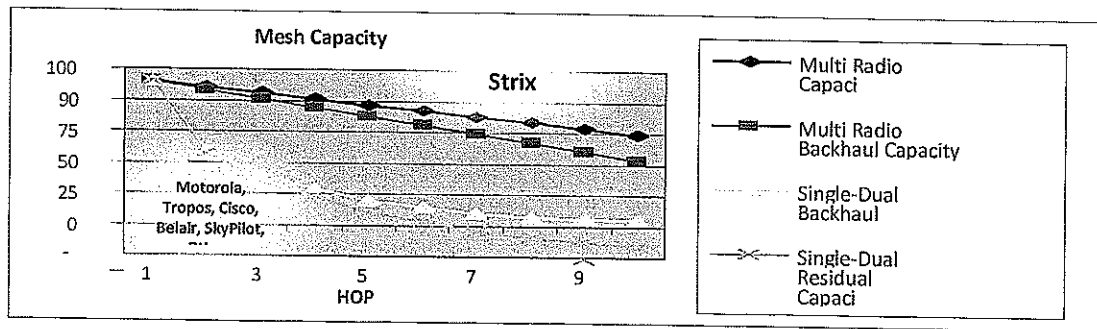


The Strix architecture embodies a layer-2 Multi-radio design with minimum 2 radios per node dedicated to carrying traffic between mesh nodes. This unique design, in combination with Strix dynamic mesh routing algorithms results in a self-forming and self-healing mesh that carries traffic over many hops with minimal loss of throughput. This capability is essential in providing cost efficient operation in urban canyons, dense urban and foliage dominated environments.

Strix "secret sauce" is combining 2 radios per node for inter-node mesh communications with a self-forming dynamic mesh routing algorithm. Additional radios in each node are dedicated to end user access at 2.4 and 4.9 GHz. A given Strix node can contain as many as 6 radios: hence the "Multi-radio" designation. Each of the 2 radios dedicated to inter-node mesh communications operates at a different frequency in the 5.2, 5.4 or 5.8 GHz bands. The ability for neighboring nodes to operate at different frequencies eliminates the self-interference which plagues the older product platforms. The self-forming mesh algorithm permits the inter-node radios to select the optimal operating frequency in real time: taking into account the frequencies of neighboring nodes as well as external sources of interference, including military radar. This unique

combination makes it possible for the Strix platform to carry substantial traffic over many mesh hops with little or no loss of throughput.

The capacity advantages of the Strix platform are displayed in the diagram below. As shown, the traffic capacity of single and dual radio platforms declines rapidly after a very few hops. The Strix platform maintains throughput over many hops.



The Strix platform is an open, standards based platform, capable of supporting 2.4, 5.2, 5.4, 5.8 and 4.9 GHz offerings. Moreover, the Strix platform supports the FCC mandated DFS radar avoidance capability, permitting Strix to operate in the 5.2 and 5.4 frequency bands. This latter capability is essential to minimize interference in an urban setting permitting the deployment of a carrier class network capable of supporting commercial and public safety traffic.

The capabilities of the Strix platform to carry traffic over multiple hops and support substantial voice traffic have been independently tested. Interestingly, most other platform vendors invited to participate in a comparative bake-off declined; citing internal resource constraints. An extract from the report appears below:

## Strix Systems' outdoor urban mesh solution

Purpose	Result	Comments
<b>Backhaul performance and node capacity</b>		
Backhaul throughput	★★★★★	Maximum throughput levels achieved independently of the number of hops with multiple radios
Backhaul throughput with simulated clients	★★★★★	Same throughput level as for the previous test, with as many as 127 clients per radio
Fully loaded single node capacity	★★★★★	Can even saturate a Fast Ethernet uplink using six radios (test was performed with two)
<b>Voice call capacity</b>		
Call capacity without any background traffic	★★★★★	36 excellent quality calls maintained over four hops
Call capacity with background traffic	★★★★	Voice prioritization guarantees highest MOS score over four hops on 23 calls with added data traffic
<b>Mobility handoff</b>		
Mobility handoff delay	★★★★★	Under the 50 millisecond industry mantra so short enough to maintain high quality voice call during handoff
<b>Failover roaming</b>		
Failover roaming delay	★★★★	1 second failover comparable to Rapid Spanning Tree on wired Ethernet

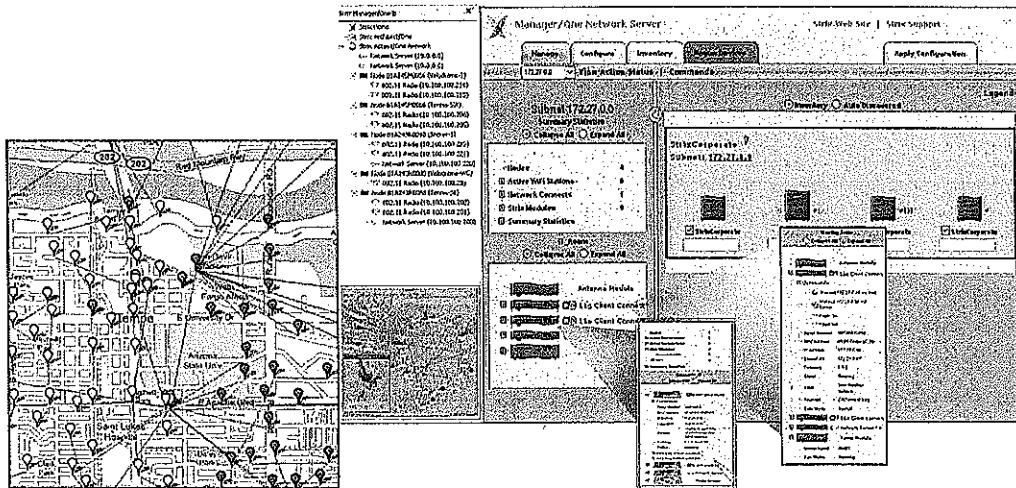
In addition, the Strix platform has been specifically designed to be both hardware and software field upgradeable thus ensuring a low cost technology refresh capability. No other existing technology platform can match this capability.

### b. Administration Toolsets

- i. The Strix transport architecture is complimented by Strix next generation open management system
- ii. The Strix Element Management System is a combination of a physical hardware module seated in one or more Strix units, embedded Manager/One (M1) software with web GUI, CLI and SNMP interfaces, and a comprehensive set of centralized management provisioning, health monitoring and statistics, and global control.

The Strix Systems Access/One Network Management uses a 2-fold approach, which includes both proprietary and open methodologies. Manager/One M1 utilizes data collected from the Network Server and allows for cloud level provisioning. M3 is an open management platform utilizing data from the Network Server and other sources, including existing OSS systems.

M1 and M3 provide all the required facilities to monitor the system for optimal performance.



*Strix Manager/Three - M3*

*Strix Manager/One – M1*

### c. Security and Compliance

- i. Strix networks have a multi-layered security approach. In addition to the Authentication, Encryption and Infrastructure security, there are many enhanced security supported methods and provisioning.
- ii. Strix supports BSSID network identifiers that can be hidden or suppressed to make detection by network “sniffing” software difficult.
- iii. Strix supports compatibility with VPNs and the multiple VPN methodologies used such as IPSEC, PPTP, L2TP, etc.
- iv. Strix supports up to 250 VLANs per radio and up to 4096 VLAN tags. Strix supports the 802.1q protocol for VLAN tagging.
- v. Strix supports user and traffic isolation. Strix has a feature called Client Connect Privacy (CCP) that is available for use on a per BSSID basis – used as needed for a virtual wireless network. It is similar to Hardware Switch Port Isolation on a wired data switch. CCP blocks users from file browsing and prevents peer-to-peer or other traffic between users in the network both at the mesh unit level and network wide. An example might be stopping virus activity and malicious behavior from spreading to all users in the network.
- vi. The Strix network will support both local and remote user authentication. For local authentication, the Strix network equipment is responsible for determining whether a user’s device



has network privileges and if they don't, traffic to and from that client is not allowed. For remote authentication, the Strix access points assume the role of gatekeeper, blocking user access until an external RADIUS server validates the user's identity and authorizes access. The system supports EAP encapsulated RADIUS exchanges, including the MD5, TLS, TTLS and PEAP protocols, and has agnostic compatibility with RADIUS servers.

1. The network will support the industry standard 802.1 x protocols with EAP-MD5, EAP-TLS, EAP-TTLS and EAP-PEAP algorithms.
  2. The network will support WPA (Wi-Fi Protected Access) providing per-user authentication. There are two supported types that include Pre Shared Key (PSK) for base-level and statically assigned authentication and Temporal Key Integrity Protocol (TKIP) for stronger encryption and key management per user. TKIP relies on a RADIUS server and provides dynamic key rotation. TKIP is part of the 802.11i security protocol.
  3. Strix supports additional control by use of MAC address filtering and using Access Control Lists (ACL) on a per BSSID basis at each Strix radio in a Strix access point to prevent access from unauthorized client devices.
  4. The segmentation of the Wireless Network into logical sub-networks (Virtual Local Area Networks or VLANs) to support different classes of users. This includes the ability to define and manage different profiles for authentication, encryption, Quality of Service (QoS), and other service characteristics for each user class. This would include the capability to permit free access to the Wireless Network within selected public spaces within the Town and allow other providers to offer alternative retail services.
- vii. Strix Access/One Networks support client/server WEP, including TKIP/MIC enhancements, and AES cipher suites, with either static or dynamic keys. Additionally, Strix Access/One Networks support infrastructure-to-infrastructure high-level AES encrypted links.
1. Strix supports standard 64/128-bit WEP, which provides base-level security and serves as a simple deterrent between the wireless clients and the wired network. Strix additionally supports Dynamic WEP, which relies on a RADIUS server and provides dynamic key rotation vs. a statically assigned key for stronger encryption.
  2. Strix supports standard high level AES for client end devices with AES support and relies on a RADIUS server for dynamic key rotation.

3. Strix supports standard high level AES for wireless backhaul infrastructure links between units and does not require a RADIUS server. Strix has designed and optimized its product through hardware accelerated network processors for no degradation of bandwidth and supports the highest possible throughput levels.
4. Strix supports login password encryption. This allows additional security and defends against common attacks such as a Dictionary Security Attack.

d. **Upgrade Function**

- i. The Strix platform has been specifically designed to be both hardware and software field upgradeable thus ensuring a low cost of servicing and technology refresh capability.
- ii. The Strix access point is the only modular design available on the market today. The uniqueness of the modularity provides network operators two significant advantages: (1) to easily scale density of users and (2) to future proof the equipment investment by allowing an upgrade to future radio frequency technologies without a complete replacement. With this architecture Strix can support new and future technologies with a combination hardware and software upgrade to the existing chassis. Additionally it allows for improved serviceability if a board needs to be serviced vs. the entire unit.
- iii. Strix provides software upgrades on a regular/as needed basis. Generally once or twice per year. Software patches and/or upgrades are downloaded remotely to the entire network. Standard Strix technical training is generally sufficient to support the network. User defined fields/databases are retained during upgrades. Strix has a large number of customers with deployed networks in many countries. Accordingly Strix supports multiple versions of its software.
- iv. Details of bug patches and future release schedules are proprietary information. However, Strix would be pleased to provide such information under a suitable non-disclosure agreement.

5. **Responses to Functional/Technical Requirements**

- a. **The wireless mesh system must be capable of operating multiple frequencies, with multiple radios for backhaul that simultaneously send and receive traffic along with multiple radios dedicated for simultaneous client access.**
  - i. Comply. The Strix architecture embodies a layer-2 Multi-radio design with minimum 2 radios per node dedicated to carrying traffic between mesh nodes. This unique design, in combination

with Strix dynamic mesh routing algorithms results in a self-forming and self-healing mesh that carries traffic over many hops with minimal loss of throughput. This capability is essential in providing cost efficient operation in urban canyons, dense urban and foliage dominated environments.

- ii. Strix “secret sauce” is combining 2 radios per node for inter-node mesh communications with a self-forming dynamic mesh routing algorithm. Additional radios in each node are dedicated to end user access at 2.4 and 4.9 GHz. A given Strix node can contain as many as 6 radios: hence the “Multi-radio” designation. Each of the 2 radios dedicated to inter-node mesh communications operates at a different frequency in the 5.2, 5.4 or 5.8 GHz bands. The ability for neighboring nodes to operate at different frequencies eliminates the self-interference which plagues the older product platforms. The self-forming mesh algorithm permits the inter-node radios to select the optimal operating frequency in real time: taking into account the frequencies of neighboring nodes as well as external sources of interference, including military radar. This unique combination makes it possible for the Strix platform to carry substantial traffic over many mesh hops with little or no loss of throughput.

- b. **The wireless mesh system must be 100% IP based with non-proprietary 802.1x standards**
  - i. Comply. The Strix system is a 100% IP based network system using the 802.1x standards
- c. **The wireless mesh system must be capable of supporting laptops, PDA's, Wi-Fi Phones, smart phones, tablets, stationary CPE, in-vehicle mobile CPE and other 802.11 wireless devices.**
  - i. Comply. The Strix system supports all such devices.
- d. **Cameras using the ONVIF standards preferred**
  - i. Comply
- e. **The wireless infrastructure must support mobile mesh units using 4.9 GHz and 2.4 GHz for connections to the wireless infrastructure and mobile computing devices.**
  - i. Comply. The Strix system supports such units
- f. **The wireless mesh system must support encryption types AES, TKIP, static and dynamic WEP.**
  - i. Comply. Strix Access/One Networks support client/server WEP, including TKIP/MIC enhancements, and AES cipher suites, with either static or dynamic keys. Additionally, Strix Access/One Networks support infrastructure-to-infrastructure high-level AES encrypted links.
    - 1. Strix supports standard 64/128-bit WEP, which provides base-level security and serves as a simple deterrent between the wireless clients and the wired network. Strix

additionally supports Dynamic WEP, which relies on a RADIUS server and provides dynamic key rotation vs. a statically assigned key for stronger encryption.

2. Strix supports standard high level AES for client end devices with AES support and relies on a RADIUS server for dynamic key rotation.
3. Strix supports standard high level AES for wireless backhaul infrastructure links between units and does not require a RADIUS server. Strix has designed and optimized its product through hardware accelerated network processors for no degradation of bandwidth and supports the highest possible throughput levels.
4. Strix supports login password encryption. This allows additional security and defends against common attacks such as a Dictionary security attack.

**g. The wireless mesh system must support authentication types 802.1x, WPA, WPA2, WPA-PSK, WPA2-PSK, EAP-MD5/TLS/TTLS/PEAP and Access Control Lists**

- i. Comply. The Strix network will support both local and remote user authentication. For local authentication, the Strix network equipment is responsible for determining whether a user's device has network privileges and if they don't, traffic to and from that client is not allowed. For remote authentication, the Strix access points assume the role of gatekeeper, blocking user access until an external RADIUS server validates the user's identity and authorizes access. The system supports EAP encapsulated RADIUS exchanges, including the MD5, TLS, TTLS and PEAP protocols, and has agnostic compatibility with RADIUS servers.
- ii. The network will support the industry standard 802.1 x protocols with EAP-MD5, EAP-TLS, EAP-TTLS and EAP-PEAP algorithms.
- iii. The network will support WPA (Wi-Fi Protected Access) providing per-user authentication. There are two supported types that include Pre Shared Key (PSK) for base-level and statically assigned authentication and Temporal Key Integrity Protocol (TKIP) for stronger encryption and key management per user. TKIP relies on a RADIUS server and provides dynamic key rotation. TKIP is part of the 802.11i security protocol.
- iv. Strix supports additional control by use of MAC address filtering and using Access Control Lists (ACL) on a per BSSID basis at each Strix radio in a Strix access point to prevent access from unauthorized client devices.

- h. **The wireless mesh network must support Layer 2 security traffic isolation between users at the same AP radio as well as throughout the entire wireless network**
  - i. Comply. Strix supports user and traffic isolation. Strix has a feature called Client Connect Privacy (CCP) that is available for use on a per BSSID basis – used as needed for a virtual wireless network. It is similar to Hardware Switch Port Isolation on a wired data switch. CCP blocks users from file browsing and prevents peer-to-peer or other traffic between users in the network both at the mesh unit level and network wide. An example might be stopping virus activity and malicious behavior from spreading to all users in the network.
  - ii. The segmentation of the Wireless Network into logical sub-networks (Virtual Local Area Networks or VLANs) to support different classes of users. Strix supports up to 250 VLANs per radio and up to 4096 VLAN tags. Strix supports the 802.1q protocol for VLAN tagging. This includes the ability to define and manage different profiles for authentication, encryption, Quality of Service (QoS), and other service characteristics for each user class. This would include the capability to permit free access to the Wireless Network within selected public spaces within the Town and allow other providers to offer alternative retail services.
- i. **The wireless mesh system must support Rogue Device Detection and reporting for adhoc or infrastructure devices in 2.4 GHz, 4.9 GHz, and 5 GHz frequencies.**
  - i. Comply.
- j. **The wireless mesh system must support VPN sessions in the network.**
  - i. Comply. Strix supports compatibility with VPNs and the multiple VPN methodologies used such as IPSEC, PPTP, L2TP, etc.
- k. **The wireless mesh system must support SSID suppression.**
  - i. Comply. Strix supports BSSID network identifiers that can be hidden or suppressed to make detection by network “sniffing” software difficult.
- l. **The wireless mesh system must cover a specific area between Florence Avenue to the South, Saluson Avenue to the North, Rugby Avenue to the West, and Miles Avenue to the East (to include the Civic Center).**
  - i. Comply. See Deployment Plan section.

**6. Responses to Functional/Technical Requirements**

- a. **The wireless mesh system must be capable of operating multiple frequencies, with multiple radios for backhaul that simultaneously send and receive traffic along with multiple radios dedicated for simultaneous client access.**
  - i. Comply. The Strix architecture embodies a layer-2 Multi-radio design with minimum 2 radios per node dedicated to carrying traffic between mesh nodes. This unique design, in combination with Strix dynamic mesh routing algorithms results in a self-forming and self-healing mesh that carries traffic over many hops with minimal loss of throughput. This capability is essential in providing cost efficient operation in urban canyons, dense urban and foliage dominated environments.
  - ii. Strix “secret sauce” is combining 2 radios per node for inter-node mesh communications with a self-forming dynamic mesh routing algorithm. Additional radios in each node are dedicated to end user access at 2.4 and 4.9 GHz. A given Strix node can contain as many as 6 radios: hence the “Multi-radio” designation. Each of the 2 radios dedicated to inter-node mesh communications operates at a different frequency in the 5.2, 5.4 or 5.8 GHz bands. The ability for neighboring nodes to operate at different frequencies eliminates the self-interference which plagues the older product platforms. The self-forming mesh algorithm permits the inter-node radios to select the optimal operating frequency in real time: taking into account the frequencies of neighboring nodes as well as external sources of interference, including military radar. This unique combination makes it possible for the Strix platform to carry substantial traffic over many mesh hops with little or no loss of throughput.
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- e. **The wireless infrastructure must support mobile mesh units using 4.9 GHz and 2.4 GHz for connections to the wireless infrastructure and mobile computing devices.**
  - i. Comply. The Strix system supports such units

- f. **The wireless mesh system must support encryption types AES, TKIP, static and dynamic WEP.**
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- i. Comply. The Strix network will support both local and remote user authentication. For local authentication, the Strix network equipment is responsible for determining whether a user's device has network privileges and if they don't, traffic to and from that client is not allowed. For remote authentication, the Strix access points assume the role of gatekeeper, blocking user access until an external RADIUS server validates the user's identity and authorizes access. The system supports EAP encapsulated RADIUS exchanges, including the MD5, TLS, TTLS and PEAP protocols, and has agnostic compatibility with RADIUS servers.
  - ii. The network will supports the industry standard 802.1 x protocols with EAP-MD5, EAP-TLS, EAP-TTLS and EAP-PEAP algorithms.
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TKIP relies on a RADIUS server and provides dynamic key rotation. TKIP is part of the 802.11i security protocol.

- iv. Strix supports additional control by use of MAC address filtering and using Access Control Lists (ACL) on a per BSSID basis at each Strix radio in a Strix access point to prevent access from unauthorized client devices.

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- ii. The segmentation of the Wireless Network into logical sub-networks (Virtual Local Area Networks or VLANs) to support different classes of users. Strix supports up to 250 VLANs per radio and up to 4096 VLAN tags. Strix supports the 802.1q protocol for VLAN tagging. This includes the ability to define and manage different profiles for authentication, encryption, Quality of Service (QoS), and other service characteristics for each user class. This would include the capability to permit free access to the Wireless Network within selected public spaces within the Town and allow other providers to offer alternative retail services.

**i. The wireless mesh system must support Rogue Device Detection and reporting for adhoc or infrastructure devices in 2.4 GHz, 4.9 GHz, and 5 GHz frequencies.**

- i. Comply.

**j. The wireless mesh system must support VPN sessions in the network.**

- i. Comply. Strix supports compatibility with VPNs and the multiple VPN methodologies used such as IPSEC, PPTP, L2TP, etc.

**k. The wireless mesh system must support SSID suppression.**

- i. Comply. Strix supports BSSID network identifiers that can be hidden or suppressed to make detection by network “sniffing” software difficult.

**l. The wireless mesh system must cover a specific area between Florence Avenue to the South, Saluson Avenue to the North, Rugby Avenue to the West, and Miles Avenue to the East (to include the Civic Center).**

- i. Comply. See Deployment Plan section.



## **7. Deployment Plan**

The final system design, deployment plan and project plan will be based on a detailed site survey to be completed after contract signing. This section contains a preliminary design/plan based on the information provided in the RFP and subsequent responses to questions.

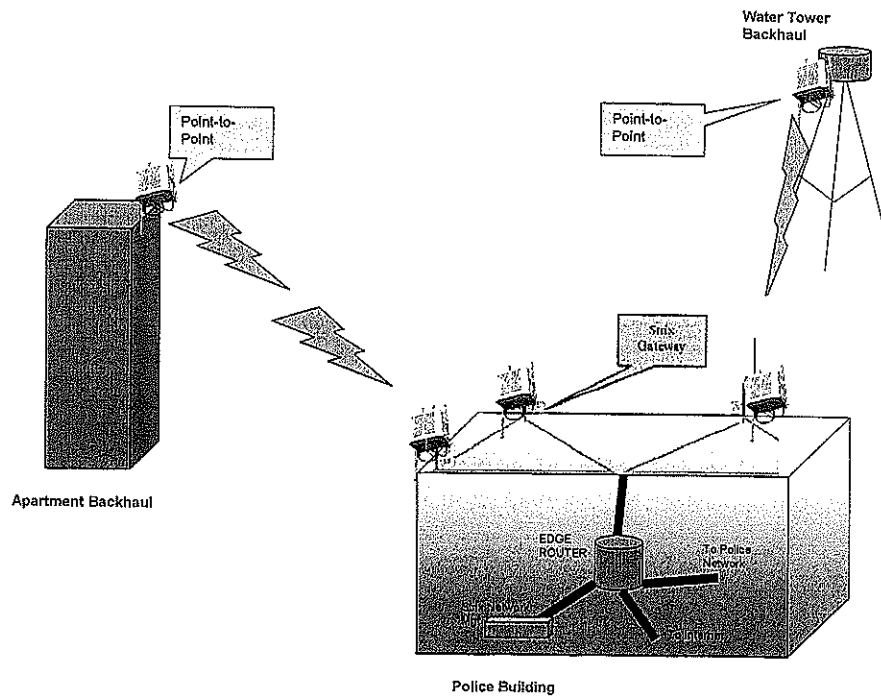
### **Preliminary Design/Deployment Plan**

- a. The design is a mesh network employing Strix Systems multi-radio mesh nodes operating at 2.4, 5.8 and 4.9 GHz and based on a Layer-2 switched mesh architecture compliant to 802.11 technology standards. Each node performs two functions: (1) carrying traffic from a given node through the mesh to the selected backhaul locations and (2) providing wireless access for stationary or mobile users. Each of the nodes employed consists of up to six: two 5.8 GHz radios dedicated entirely to mesh/backhaul connectivity, one 4.9 GHz radio and one or more 2.4 GHz radio's for mobile or stationary access. The mesh network provides
  - i. Transport for the video surveillance cameras required by the City
  - ii. Street level coverage at 4.9GHz for mobile or stationary public safety users
  - iii. Street level coverage at 2.4 GHz for other users.
- b. The proposed mesh network is shown in the figure below.
  - i. The 16 cameras are shown in yellow
  - ii. The 19 Strix nodes are shown in green. The locations for the Strix nodes have been selected to provide street level coverage in the defined coverage zone. 8 cameras are connected directly to these nodes. The remaining cameras are connected to Strix CPE which in turn is wirelessly linked to Strix nodes.
  - iii. The 7 Strix outdoor 4.9 GHz CPE (to which 7 cameras are connected) are shown in orange
  - iv. Also shown in the figure below in red are the three backhaul locations.
    - 1. The City Water Tower in the 5900 block of Miles Ave
    - 2. The Private Apartment Complex at 6901 Seville Ave
    - 3. The Police Building located at 6542 Miles Ave
    - 4. The Strix Gateway units are employed at each backhaul location. These provide for connectivity to the mesh and in addition provide 2.4GHz and 4.9 GHz access in the vicinity of the backhaul location.



Proposed Mesh Network Deployment

- c. The two secondary backhaul locations at the Water Tower and the Apartment Complex are connected to the primary backhaul location at the Police building with high speed point to point links
  - i. At the secondary backhaul locations the Gateway nodes are connected to the point-to-point links via Ethernet cable
  - ii. At the primary backhaul location, the point-to-point links and the Strix Gateway node are connected to a VLAN aware Layer 2 switch, which is in-turn connected to an edge router.
  - iii. The edge router is connected to the
    - 1. Police network
    - 2. The Internet for Internet access and for connections to other entities offering service over the network.
    - 3. Strix Network Server (used for Provisioning, Monitoring, and Support)
  - iv. The backhaul architecture is shown in the diagram below



Backhaul Architecture

## **8. Implementation Plan**

A detailed Implementation Plan will be provided after contract signing. A key input to the Implementation Plan is the Deployment Plan/Site Survey which will also be undertaken after contract signing. This section contains an overview of the steps necessary to complete the Deployment and Implementation Plans.

### **a. Project Steps**

- i. Contract Signing
- ii. Kick-off Meeting
  - 1. Review goals and milestones
  - 2. Review design guidelines and assumptions
  - 3. Establish interfaces
  - 4. Set status meeting schedule
- iii. Site Survey
  - 1. Establish warehouse location to store and prepare equipment
  - 2. Site Survey of proposed Backhaul Locations
    - a. Examine for suitability
    - b. Determine electrical and mounting requirements
    - c. Confirm hop mesh nodes based on LOS
    - d. Confirm Point-to-Point backhaul links based on LOS
    - e. Establish back-up power and redundancy configuration
  - 3. Site Survey of Node Locations
    - a. Qualify each node location based on
      - i. Mounting location and type
      - ii. LOS to adjacent nodes
      - iii. Availability of power
- iv. Deployment Plan
- v. Review Deployment Plan with City and make necessary adjustments
- vi. Implementation Plan and not to exceed Cost
  - 1. Prepare Plan and schedule
  - 2. Secure quotes from sub-contractors
- vii. Review Implementation Plan, Cost and Schedule with City and make necessary adjustments
- viii. Order Equipment, Engage installation sub-Contractors, Build, Acceptance Test and Handover Network

### **b. Project Duration and Scheduling**

- i. Engagement will be scheduled to begin after the contract signing. The initial step is the kick-off meeting.
- ii. The work will be conducted during normal business hours
- iii. It is not possible to provide a period of performance or detailed schedule before the preparation of the Implementation Plan. A

detailed site survey is an essential input to the determination of a schedule. Experience has shown that some components of implementation are fairly predictable: for example, subject to confirmation by a site survey, two weeks should normally be sufficient to deploy 19 or 20 nodes on lampposts with 24x7 powers. However, others may be highly variable. For example, the time required to secure and prepare Backhaul Locations can vary significantly, depending on the circumstances. A detailed site survey is required to estimate the time required and the cost of such installations.

**9. Maintenance and Support Program**

**a. Post Implementation Support**

After Handover on-site support will be provided by Sea Hawk Surveillance on an as needed basis. Charges for such support will be at no cost for five years. The cost after that will be at \$125.00 an hour.

**b. Hardware and Software Warranty**

A one year Hardware and Software Warranty is included in the price of the equipment. The Software Warranty also includes online and Telephone Hotline Support. Extended Hardware and Software Warranty's (including Telephone Support) for an additional 2 years, are included in the cost of the basic proposal. Extensions for an additional 2 years, resulting in a total of 5 years, are included as options.

**c. Telephone Support**

Technical Support will be provided on an as needed basis by Strix Systems using the Strix Support Hotline. Support hours are 8am to 5pm Mountain Standard Time. Cost for this support is included in the Strix Software Warranty and Upgrade Program described in item b. above.

**d. Special Support Plans**

The proposal includes Strix systems standard support plan. Additional special plans can be discussed during contact discussions.

**e. Delivery Method of Future Upgrades**

Software upgrade releases including both new features and bug fixes are provided on a regular basis as part of the Software Warranty Program. Releases are provided over the Internet or downloaded from the Strix Website. The releases are distributed by the Network Server to all the deployed nodes wirelessly over the management channel.

**f. User Groups**

There are no formally organized user groups

**g. Problem Reporting and Resolution Procedures**

Problem reporting and resolution procedures can be established with Sea Hawk Surveillance as part of the implementation Planning Process. Such procedures would include coordination with Strix Systems Technical Support and documented via the Trouble Ticketing System.

**h. Bug Fixes and Patches**

Bug Fixes and Patches are managed via the Technical Support and warranty process as described above.

**i. Support for Third Party Solutions**

On a case-by-case basis

**j. Other Support such as On-Site, etc**

On-Site Support is provided on a case-by-case basis at an additional charge. Web site access to patches is provided as part of the Software Warranty Program.

**10. Client References**

- a. Town of Brookline, MA  
3.7 square miles  
Approximately 360 nodes  
Public Safety Network plus ISP services  
Contact  
Officer Scott Wilder  
Director of Technology  
Brookline Police Department  
617 730-2259  
[swilder@brooklinema.gov](mailto:swilder@brooklinema.gov)
- b. City Mesquite, TX  
Public Safety plus Video Surveillance  
Contact  
Zak LaJoie  
IT Director  
972 216-6774  
[zlajoie@ci.mesquite.tx.us](mailto:zlajoie@ci.mesquite.tx.us)
- c. City Seguin, TX  
Municipal Network  
Contact  
Jim Vassar  
IT Director  
830 491-9780  
[jvassar@seguintexas.gov](mailto:jvassar@seguintexas.gov)

## **11. Cost Assumptions**

- i. Based on the coverage area provided, experience suggests that 26 mesh nodes will be sufficient to connect the 16 cameras and provide the required street level coverage.
- ii. It is assumed that the 19 mesh nodes and 7 outdoor wireless 4.9 GHz CPE will be mounted on light-poles, all of which have 24x7 AC power. It is assumed that these are standard 30 foot (or more) light poles capable of supporting the weight of the mesh nodes and antennas.
- iii. It is assumed that there are no restrictions preventing the use of such poles and that there are no requirements to camouflage the deployed devices and antennas
- iv. It is assumed that a 3 person team plus bucket truck will be able to install the mesh nodes in 5 days. It is assumed that no special scheduling or Police cordon is required.
- v. It is assumed that the backhaul locations have sufficient space to easily install the required equipment and that there is no special engineering required. It is assumed that the City will bring power to the equipment locations on the backhaul locations. No mention of back-up power appeared in the RFP and it is assumed for this cost estimate that back-up power is not required.
- vi. It is assumed that installation on the two backhaul locations with buildings will take 1 day each and the water tower installation will take 2 days.
- vii. *All the above assumptions must be verified by the site survey.*
- viii. It is assumed that wireless users have their own 802.11 wireless modems, usually embedded in laptops, smart-phones, smart-pads, etc. Accordingly, there is no additional cost to increase the number of wireless users. However additional cost will be required for the vehicle mounted modems.
  - 1. The cost to install vehicle mounted modems/access points is estimated at \$500 per vehicle. This must be verified with the supplier selected by the Police Department to perform the installation.

### **b. Cost Categorization**

Costs in this proposal are categorized as follows:

- i. Infrastructure Costs
  - 1. Mesh Nodes
  - 2. Extended Warranty and Support
  - 3. Antennas
  - 4. Other items such as routers, backhaul microwave, cables, etc
- ii. Implementation Costs
  - 1. Site Survey

2. Deployment
  - a. Nodes
  - b. Backhaul
3. Acceptance Test
4. Training
- iii. Additional/Optional Items
  1. Mobile units
  2. Mobile unit installation
  3. Additional Extended Warranty and Support
- c. **Cost Details**
  - i. **Infrastructure Costs** **\$225,750.00**
  - ii. **Implementation Costs** **\$54,250.00**

Implementation Costs		
Site Survey	4 Days	\$7,000.00
Deployment- Nodes	5 Days	\$18,750.00
Deployment-Backhaul	4 Days	\$15,000.00
Acceptance Test	3 Days	\$8,250.00
Training	3 days	\$5,250.00
<b>Implementation Total</b>		<b>\$54,250.00</b>

iii. **Additional Items**

**Additional/Optional Items**

**Mobile Units for Police Cars**

- (30)-Strix Mobile Ethernet Client Bridge/AP, 2.4GHz and 4.9 GHz (incl 1 year HW, Sw and Tech Support warranty)
- (30)-Strix Mobile AP 2 Year Extended Combo Software Support & Hardware Warranty
- (30)-2.4/4.9/5 GHz N-Female OMNI 6.0 dB Mobile Fixed Mount (Multi-Polar) antenna for Police Car
- (30)-Installation of Mobile equipment

**Additional 2 year Extended Warranty**

- (26)-2 year Extended Hardware, Software and Technical Support Warranty- Outdoor Mesh units
- (3)-2 year Extended Hardware, Software and Technical Support Warranty- Outdoor Mesh Gateway units
- (1)-2 year Extended Hardware, Software and Technical Support Warranty- Management Server
- (30)-Strix Mobile AP 2 Year Extended Combo Software Support & Hardware Warranty

**Additional/Optional Total** **\$61,941.00**



**iv. Avigilon Cameras Cost**

**\$175,640.00**

**Cameras**

(16)-11MP-HD-PRO-C - 11 Megapixel HD Pro, Color

**Lenses**

(16)-LEF247028SI - Sigma, 24-70mm, f/2.8, Auto-Iris, Vari Focal

**HD NVRs**

(1)-21.0TB-HD-NVR2 - Server, 21.0 TB Storage, 2U Rack Mount

(1)-HD-NVR-EXP2-20TB - RAID 6 - 2U Rack Mount

(1)-HD-NVR2-EXP2-CARD - Expansion card for connecting storage expansions to an HD NVR2 Server

**HD NVMS**

(1)- 16C-HD-NVMS-ENT - Enterprise HD NVMS for up to 16 camera channels and unlimited client connections

**Accessories**

(5)-ACC-USB-JOY-PRO - Fully configured Professional USB Surveillance Joystick

(16)-ES-HD-HWS - Standard Format Enclosure for HD Color IP Cameras with Heater, Wall Mount, and Sunshield

(16)-ES-OPT-POLE - Pole mount for ES-HD, ES-HD-PRO-S, and ES-HD-PRO-L and -HB versions

(3)-PR-ON-1D - One day of on-site support for troubleshooting, and training. Excludes travel and expenses

(4)-LED 42" Monitors

(1)-LED 50" Monitor

Installation is included with the implementation cost

**v. Internet Connection**

**Tower Stream Service Access for 500Mbps      Monthly Cost \$7900.00**

**Install Fee Cost \$5000.00**

**12. Exceptions to the RFP**

No exceptions

**13. Sample Documents**

The following sample documents are included:

- a. Strix Mesh Network Overview
- b. Strix Warranty
- c. Strix Software License Agreement
- d. Avigilon 11MP-HD-PRO-C - 11 Megapixel HD Pro, Color
- e. Avigilon Case Study

## Section 9 Revised

### **9. Maintenance and Support Program**

#### **a. Post Implementation Support**

After Handover on-site support will be provided by Sea Hawk Surveillance ("Sea Hawk") on an as needed basis. Handover shall occur upon the acceptance by the City Engineer. Sea Hawk warrants the PTZ and non-PTZ cameras for four (4) years. The moving parts on the PTZ cameras are warranted for one (1) year. Strix radios are warranted for five (5) years. Charges for such support will be at no cost for five years. The cost thereafter will be \$125.00 an hour.

#### **b. Hardware and Software Warranty**

A one year Hardware and Software Warranty is included in the price of the equipment. The Software Warranty also includes online and Telephone Hotline Support. Extended Hardware and Software Warranty's (including Telephone Support) for an additional 4 years, are included in this proposal at no cost.

#### **c. Telephone Support**

Technical Support will be provided on an as needed basis by Sea Hawk Surveillance / Strix Systems using the Sea Hawk Surveillance / Strix Support Hotline. Support hours are 8am to 5pm Mountain Standard Time. Cost for this support is included in the Strix Software Warranty and Upgrade Program described in item b. above.

#### **d. Special Support Plans**

The proposal includes Sea Hawk Surveillance / Strix systems standard support plan. Additional special plans can be discussed during contact discussions.

#### **e. Delivery Method of Future Upgrades**

Software upgrade releases including both new features and bug fixes are provided on a regular basis as part of the Software Warranty Program. Releases are provided over the Internet or downloaded from the Strix Website. The releases are distributed by the Network Server to all the deployed nodes wirelessly over the management channel.

#### **f. User Groups**

There are no formally organized user groups

#### **g. Problem Reporting and Resolution Procedures**

Problem reporting and resolution procedures can be established with Sea Hawk Surveillance as part of the implementation Planning Process. Such procedures would include coordination with Sea Hawk Surveillance / Strix Systems Technical Support and documented via the Trouble Ticketing System.

#### **h. Bug Fixes and Patches**

Bug Fixes and Patches are managed via the Technical Support and warranty process as described above.

**i. Camera Support**

Sea Hawk warrants the PTZ and non-PTZ cameras for four (4) years. The moving parts on the PTZ cameras are warranted for one (1) year. Sea Hawk also warrants the camera software for four (4) years. Sea Hawk will provide the annual upgrades to the software for the term of the warranty. After the handover, on-site support will be provided by Sea Hawk Surveillance on an as-needed basis. Charges for such support will be at no cost for four (4) years on the PTZ and non-PTZ cameras. The cost thereafter will be \$125.00per hour.

**j. Problem Reporting and Resolution Procedures**

Problem reporting and resolution procedures can be established with Sea Hawk Surveillance as part of the implementation Planning Process. Such procedures would include coordination with Sea Hawk Surveillance Technical Support and documented via the Trouble Ticketing System.

**m. Bug Fixes and Patches**

Bug Fixes and Patches are managed via the Technical Support and warranty process as described above.

## **EXHIBIT B**

### **SCHEDULE OF COMPENSATION**

The cost of the project as disclosed in Exhibit "A" is quoted at \$517,581.00. These costs include:

- "Infrastructure Costs" of \$225,750.00 (P.24)
- "Implementation Costs" of \$54,250.00 (P.24)
- "Additional / Optional Items" of \$61,941.00
- "Avigilon Cameras Cost" of \$175,640.00
- Includes the Revised Section 9 information on warranties provided by Sea Hawk Surveillance, Inc. as of August 22, 2013.

Any additional costs must be approved by the Engineer with the total value of the contract not to exceed \$580,000.00.

The schedule of compensation shall be as follows:

- 50% of the project's quoted price amount upon signing of Agreement.
- 40% of the project's quoted price amount upon completion the "turnkey" project.
- 10% of the project's quoted price amount and any additional approved costs upon sign off by the Engineer.

## Measure R Local Return

### A. POLICY

#### I. PROGRAM SUMMARY

Measure R is funded with 1/2-cent sales tax revenues that Los Angeles County voters approved in November 2008 to meet the transportation needs of Los Angeles County. Collection of the tax began on July 1, 2009. Fifteen percent (15%) of the Measure R tax is designated for the Local Return (“LR”) Program to be used by cities and the County of Los Angeles (“Jurisdictions”). The Los Angeles County Metropolitan Transportation Authority (“LACMTA”) allocates and distributes LR funds monthly to Jurisdictions on a per capita basis.

The Measure R Ordinance specifies that LR funds are to be used for transportation purposes. No net revenues distributed to Jurisdictions may be used for purposes other than transportation purposes. The Measure R Ordinance directs LACMTA to develop LR Guidelines, including administrative requirements. The projects included in herein further define those transportation purposes for which Measure R LR revenues may be used.

To maximize the transportation funding benefit for the region, a “Coordinated Approach” and “Sustainability” are encouraged. Jurisdictions are encouraged to apply their Measure R LR funds towards multi-jurisdictional projects, specifically projects that support other Measure R rail, bus and highway corridor projects. Examples of projects where multi-jurisdictional coordination can be achieved are located in the Coordination Approach Section. Coordination efforts will result in incentive benefits for Jurisdictions as listed in the Coordination Incentive Section. Projects that show Sustainability, or green measures, are listed in the Sustainability Section.

#### II. MEASURE R USES AND CONDITIONS FOR PROJECT ELIGIBILITY

Following are listings of eligible projects for which Measure R LR funds can be used:

1. Streets and Roads. Planning, right of way acquisition, engineering, administration, construction, improvement, maintenance, and operation of public streets and roads, highways and exclusive public mass transit guide ways, and their related public facilities for non-motorized traffic, including the mitigation of their environmental effects, all costs associated with property acquisition for such purposes.

Streets and Roads improvements may consist of, but are not limited to, the following:

- Repair and maintenance of public roadways, pavement maintenance, slurry seals, chip seals, pot-hole repair, pavement rehabilitation and roadway reconstruction, curb, gutter, sidewalk, roadway signage and catch basin repair (storm drains) in connection with any roadway improvements
- Capacity enhancements, street widenings, pavement marking and striping or restriping
- Exclusive bike or bus lanes
- Roadway safety improvements such as soundwalls, roadway lighting raised median or roadway signage, or other

- Americans with Disabilities Act (“ADA”)
- Complete streets

**2. Traffic Control Measures.** Signal Synchronization, Transportation Demand Management (“TDM”), Transportation Systems Management (“TSM”), Intelligent Transportation System (“ITS”), traffic signal modification, signalization of turns,, traffic management center, and traffic safety.

TDM projects are defined as strategies/actions intended to influence how people commute, resulting in minimizing the number of vehicle trips made and vehicle miles traveled during peak travel periods.

- a. Signal Synchronization. The research, planning, design, engineering, administration, construction, improvement, maintenance, and operation of traffic signals and traffic signal improvement projects, in particular those improvements required to install and maintain traffic signal synchronization and coordinated traffic signal timing across jurisdictions. Signal Synchronization Improvements may consist of, but are not limited to, the following:
  - Installation of new traffic signal
  - Installation of left-turn phasing
  - Maintenance, repair, replacement and/or upgrade of traffic and pedestrian signal equipment
  - Installation, repair, maintenance of vehicle detection system which may include operation as a fully traffic actuated signal
  - Installation of time-based coordination; installation and maintenance of traffic signal coordination timing
- b. TDM-eligible project expenditures may consist of, but are not limited to, the following:
  - Vanpool and/or vanpool incentive programs, (as well as carpool and biking incentive programs) including ride-matching programs (must be made available to all employers and/or residents within the Jurisdiction boundaries)
  - Community-based shuttles for employees, if such services complement existing transit service
  - Parking management incentive programs, including parking cash-outs or parking pricing strategies
  - Employer or citizen ride-matching programs and subsidies
  - Transportation Management Organization's (“TMO”) insurance costs or individual employer's vanpool programs under the umbrella vehicle insurance policy of the Jurisdiction
  - Matching funds for LR-eligible projects such as Safe Routes to School projects and highway safety projects
  - Car sharing programs
- c. TSM-eligible project expenditures include those for relatively low-cost, non-capacity-enhancing traffic control measures that improve vehicular flow and/or increase safety within an existing right-of-way. TSM projects may consist of, but are not limited to, the following:
  - Reserved bus lanes (no physical separation) on surface arterials

- Contra-flow lanes (reversible lanes during peak travel periods)
- Ramp meter by-pass (regulated access with bus/carpool unrestricted entry)
- Traffic signal priority for buses (to allow approaching transit vehicles to extend green phase or change traffic signal from red to green)
- Preferential turning lanes for buses
- Other traffic signal improvements that facilitate traffic movement

#### Traffic Control Measures - Eligibility Restrictions

LR funds may not be used to alter system/signal timing that was implemented under a traffic forum project/grant, unless coordinated with all affected Jurisdictions in the corridor. If a LR-funded project is or has an ITS component, it must be consistent with the Regional ITS Architecture. ITS projects must comply with the Countywide ITS Policy and Procedures that the LACMTA Board has adopted.

3. Bikeways and Pedestrian Improvements. Bikeway and Pedestrian improvements are for public uses and should follow ADA and California Title 24 specifications for accessibility requirements. Bikeways and Pedestrian improvements may consist of, but are not limited to, the following:
  - Bike/pedestrian facilities (including bike storage), sidewalks, related lighting, construction and maintenance,
  - Signage, information/safety programs
  - Lighting for bike and pedestrian safety
  - Bike signal, bike detection, bike valet, bike lane and bicycle parking
  - ADA improvements, streetscapes, crossings and curb cuts
  - Bike sharing
  - Bike Safety and Bike Education
4. Public Transit Services. Proposed new or expanded transit or paratransit services must be coordinated with LACMTA and other affected existing regional bus transit systems to determine the proposed service's compatibility with the existing service(s). LACMTA may request that the proposed service be modified. Proposed services must also meet the criteria outlined under "Non-Exclusive School Service" and "Specialized Transit". Emergency Medical Transportation is not an eligible use of LR funds. Public transit service expenditures may include, but are not limited to, the following:
  - New fixed route, paratransit (Elderly and Disabled and/or General Public) or Flexible Destination bus service
  - Extension or augmentation of an existing bus route(s) and coordination of existing paratransit service
  - Contracting with a transit operator or private provider for transportation services
  - Contracting with transit operator in an adjacent county to provide transportation services within Los Angeles County
  - Operating subsidy to existing municipal or regional bus operator
  - Service enhancements related to bus/rail interface
  - Shuttle service between activity centers
  - Fare subsidy, subsidized taxi service for disadvantaged residents
  - Taxi coupon programs used to provide paratransit systems for senior and disabled patrons
  - ADA related improvements to fixed route or paratransit operations



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

January 5, 2015

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

Dear Mayor and Members of the City Council:

## **APPROVE CONTRACT SERVICES AGREEMENT WITH SECURITAS SECURITY SERVICES USA**

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

1. Approve agreement with Securitas Security Services USA for as-needed armed guard services; and
2. Authorize the Interim City Manager to execute the agreement.

### **BACKGROUND**

Securitas Security Services USA will provide the Police Department with an as-needed armed guard at designated hospitals for suspects held in custody. These suspects shall include those that are in the emergency room, intensive care unit and under arrest for various charges. All contracted security staff are either retired or current law enforcement officers.

In an effort to minimize the cost and the impact to the community, the Huntington Park Police Department sought out a contract with security companies that could provide an in-custody guard service while the suspect receives medical treatment at a local medical facility. Once the suspect is stable and clear for booking a Huntington Park Police Officer will be summoned and they will resume custody of the prisoner.

### **FISCAL IMPACT/FINANCING**

The contractor rate will be a flat fee of \$55 per hour – except for holidays, where the rate will be \$75 per hour. All service requests will have a six hour minimum.

The Police Department budgeted overtime will be utilized for this purpose (111-7022-421.13-02).



## **CONCLUSION**

Upon City Council approval, the Interim City Manager will execute the agreement with Securitas Security Services USA.

Respectfully submitted,



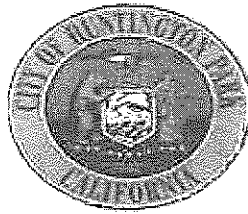
JULIO F. MORALES  
City Manager



JORGE CISNEROS  
Chief of Police

## **ATTACHMENTS**

A: Agreement - Securitas Security Services USA



## CONTRACT SERVICES AGREEMENT

(Engagement: As-Needed Security Services)

(Parties: City of Huntington Park and Securitas Security Services USA)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of January 2014 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and SECURITAS SECURITY SERVICES USA (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

### RECITALS

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

WHEREAS, CITY requires assistance with providing as-needed security at designated hospitals in connection with suspects held in custody; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its regular meeting of January 5, 2014 under Agenda Item \_\_\_\_\_ for a not-to-exceed sum of \$120,000.00.

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

### I. ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services").

CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have an initial term of three (3) years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may renew for up to two (2) one year extension terms, upon approval from City Council, unless CITY issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONTRACTOR shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in Exhibit "A". CONTRACTOR further agrees that the total compensation for work performed during the initial term of this agreement, inclusive of any extension term, shall not exceed the sum total of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) (hereinafter, the "Contract Price"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of the Finance Department. In the event CONTRACTOR's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within fifteen (15) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to

audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, the Chief of Police, (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Bert Szathmary to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;

- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment

or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and

subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

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

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept

policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 **PRIMACY OF CONTRACTOR'S INSURANCE:** All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without



limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

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

## V. TERMINATION

**5.1 TERMINATION WITHOUT CAUSE:** CITY may, by written notice to CONTRACTOR, immediately terminate this Agreement, in whole or in part, at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

**5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of 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, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

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

- i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

H. If it is determined that the termination for default is deemed to be the responsibility of the City, then it shall be converted to a termination for convenience.

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

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

VI.  
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subcontractor working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subcontractor as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**  
Securitas Security Services USA  
2099 S. State College Blvd., Suite 100  
Anaheim, CA. 92806

**CITY:**  
City of Huntington Park  
City Manager's Office  
6550 Mile Avenue

Phone: (714) 935-5900  
Fax: (714) 978-3178

Huntington Park, CA 90255  
Attn: Julio Morales, Interim City Manager  
Phone: (626) 580-2250  
Fax: (626) 580-2253

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

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

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment,

modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

**[SIGNATURE PAGE TO FOLLOW]**



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

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Julio Morales, Interim City Manager

**SECURITAS SECURITY SERVICES:**

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

Name: IAN MACDONALD

Title: Region Controller

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Isabel Birrueta, City Attorney

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The CONTRACTOR shall provide as-needed security at designated hospitals for suspects held in custody by the Huntington Park Police Department. Subjects shall include those that are in the emergency room, intensive care unit or room and under arrest for various misdemeanor or felony charges. CONTRACTOR's rate will be a flat fee of FIFTY-FIVE DOLLARS (\$55.00) per hour – except for holidays, where the rate will be SEVENTY-FIVE DOLLARS (\$75.00) per hour for the duration of the service. All service requests will have a six (6) hour minimum. All CONTRACTOR employees will come from its retired/current law enforcement cadre. CONTRACTOR's "Special Projects Group" will be providing one armed officer from the cadre in a security shirt with an exposed weapon.

For purposes of this Agreement, holidays shall include the following:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

The contact for services performed by CONTRACTOR's "Special Projects Group" is Bert Szathmary. He can be reached 24/7 at (714) 920-9201 for requesting services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Securitas.Certrequest@marsh.com 502375-ALL-CAS-14/15	<b>CONTACT NAME:</b>
	<b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No.):</b>
<b>INSURED</b> Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361	<b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> XL Insurance America, Inc. <b>NAIC #</b> 24554
	<b>INSURER B:</b> ACE American Insurance Company <b>22667</b>
	<b>INSURER C:</b> Indemnity Ins Co Of North America <b>43575</b>
	<b>INSURER D:</b> N/A <b>N/A</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:**

LOS-001626355-01

**REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input checked="" type="checkbox"/> <b>Excess of \$500,000 SIR</b>  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b>		US00005451L14A	01/01/2014	01/01/2015	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ N/A</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ N/A	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																			
MED EXP (Any one person)	\$ N/A																			
PERSONAL & ADV INJURY	\$ 2,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>		ISA H08816451	01/01/2014	01/01/2015	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> <input type="checkbox"/> <b>Y/N</b> <b>N/A</b> <input type="checkbox"/> <b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>		WLR C47877064 (AOS) SCF C47877076 (WI) WLR C47877052 (MA) WCU C47877040 (CA,OH,WA) \$1M SIR	01/01/2014 01/01/2014 01/01/2014 01/01/2014	01/01/2015 01/01/2015 01/01/2015 01/01/2015	<table border="1"><tr><td><input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b>		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b>																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

City of Inglewood, its officials, employees, and agents are named as Additional Insured where required by executed written contract between the Insured and the Certificate Holder (or between the Insured and its client, if different from the Certificate Holder), and in accordance with the terms and conditions of such contract and the terms and conditions of the Insurance policy. Acts or omissions of Additional Insureds are not covered under any circumstances. Additional insured coverage does not apply to the above Workers Compensation policy. General Liability includes Contractual Liability for "Insured Contracts" as defined in the policy. Where required under executed written contract and where applicable insurance evidence herein is primary.

**CERTIFICATE HOLDER****CANCELLATION**

City of Inglewood One Manchester Boulevard P.O. Box 6500 Inglewood, CA 90301	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh Risk & Insurance Services Andy Blasher <i>ABlasher</i>

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AGENCY CUSTOMER ID: 502375

LOC #: Los Angeles



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

## Additional Named Insureds:

Securitas Holdings, Inc., including:  
Securitas Security Services USA, Inc.;  
Pinkerton Consulting & Investigations, dba: Pinkerton Corporate Risk Management  
Burns Inft Services Company, LLC.  
Securitas Critical Infrastructure Services, Inc.  
Securitas Critical Infrastructure Services, Inc., dba: Pinkerton Government Services, Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization where required by executed written contract, but only to the extent named insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage caused by operations performed for such such additional insured by or on behalf of the name named insured.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**2015**  
**EMPLOYMENT AGREEMENT**  
**(Engagement: Interim City Manager)**  
**(Parties: City of Huntington Park and John A. Ornelas)**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 5<sup>th</sup> day of January, 2015, by and between the CITY OF HUNTINGTON PARK ("CITY"), a California municipal corporation, and John A. Ornelas ("ORNELAS"), an individual. For the purposes of this Agreement CITY and ORNELAS may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or ORNELAS interchangeably. This Agreement sets forth all terms and conditions of employment concerning the employment of ORNELAS to the position of Interim City Manager for the City of Huntington Park, California.

**RECITALS**

WHEREAS, CITY desires to employ the services of ORNELAS as Interim City Manager of CITY ("Interim City Manager") on an interim basis pursuant to California Government Code section 21221(h), in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement during recruitment of, and until such time as, a permanent City Manager is appointed and commences employment; and

WHEREAS, CITY finds that, pursuant to Government Code section 21221(h), this position requires specialized skills and experience related to city management; and

WHEREAS, ORNELAS desires to accept employment as Interim City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement, and is qualified by virtue of his experience in municipal management and specialized skills to perform these services for CITY; and

WHEREAS, ORNELAS is a retired person under the California Public Employees' Retirement System ("CalPERS") and desires to retain his retirement status and benefits. The Public Employees' Retirement Law ("PERL"), commencing at Government Code section 20000, permits a retired person under CalPERS to become employed by a CalPERS member agency such as the CITY without reinstatement from retirement and without loss or interruption of benefits, provided certain conditions exist and all CalPERS-covered employment for the retired person does not exceed 960 hours in any fiscal year. CITY and ORNELAS desire to structure the employment to conform to these provisions of PERL. The Parties intend for the employment provided in this Agreement to qualify for employment without reinstatement pursuant to California Government Code section 21221(h).

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

### **OPERATIVE PROVISIONS**

#### **1. Position, Duties and Term.**

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

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

1.3 **At-Will.** ORNELAS acknowledges that he is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. To the extent they conflict with his at-will status, the terms of the CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, CITY Personnel Policies, as they may be amended or supplemented from time to time, shall not apply to ORNELAS, and nothing in this Agreement is intended to, or does, confer upon ORNELAS any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 5 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of ORNELAS as provided in Section 5 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of ORNELAS to resign at any time from this position with CITY, subject only to the provisions set forth in Section 5 [Termination] of this Agreement.

1.4 **Duties.** ORNELAS shall serve as the Interim City Manager and shall be vested with the powers, duties and responsibilities set forth in Section 2-3.405 of the Huntington Park Municipal Code, the terms of which are incorporated herein by reference, as may be amended from time to time. ORNELAS shall provide service at the direction and under the supervision of the City Council. It is the intent of the Parties that the Interim City Manager shall keep the City Council fully apprised of all significant ongoing operations of CITY. To that end, ORNELAS shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide oral or written status reports to the City Council on his activities and those of CITY. Further, ORNELAS shall consult with the City Council prior to hiring, firing, increasing, or decreasing compensation for any current or future CITY employee, agent, consultant, or independent contractor. It is the understanding of the Parties that ORNELAS is a retiree in CalPERS and may not work more than 960 hours for any public agency member of CalPERS, within the fiscal year occurring during the term of this Agreement, without impacting his retirement benefits and having to be enrolled in CalPERS as an active

employee. For that reason, ORNELAS will be required to keep accurate time records of his hours worked to ensure he does not exceed 960 hours within the fiscal years that occur during the term of this Agreement.

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

- a. Attending all meetings of the City Council, including regular and special meetings, unless excused by the Mayor (or presiding officer if the Mayor is unavailable), and taking part in the discussion of all matters before the City Council. The Interim City Manager shall receive notice of all regular and special meetings of the City Council, and requests for occasional meetings with City Council member(s);
- b. Reviewing all agenda documents before preparing the agenda for any regular or special meetings of the City Council;
- c. Directing the work of all elective and appointive CITY officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. The Interim City Manager shall endeavor to implement changes that the Interim City Manager believes will result in greater efficiency, economy, or improved public service in the administration of CITY affairs;
- d. Recommending to the City Council from time to time the adoption of such measures as the Interim City Manager may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;
- e. Conducting research in administrative practices in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long range plans to improve CITY operations and prepare for future CITY growth and development;
- f. Providing management training and developing leadership qualities among department heads and staff as necessary to build a CITY management team that can plan for and meet future changes;
- g. Exercising control of CITY government in emergencies as authorized by the CITY's Municipal Code and California law; and
- h. Participating in and involvement with local, regional, and statewide professional organizations beneficial to the CITY.

It is the intent of the City Council for the Interim City Manager to function as the chief executive officer of the CITY's organization. Without additional compensation, ORNELAS shall provide such other services as are customary and appropriate to the position of Interim City Manager, together with such additional services assigned from time to time by the City Council



as may be consistent with California law and the CITY's Municipal Code and policies. ORNELAS shall devote his best efforts and attention to the performance of these duties. Notwithstanding ORNELAS's duties as Interim City Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

**1.5 Hours of Work.** ORNELAS shall devote the time necessary to adequately perform his duties as Interim City Manager during the term of employment. ORNELAS shall, to the extent reasonably practicable, maintain a presence within the CITY limits 4 days per week, during normal business hours. The Parties agree to be reasonably flexible regarding setting ORNELAS's schedule when ORNELAS's attendance is required in the CITY given ORNELAS's 960 hour restriction. Unless approved otherwise by the City Council in advance, ORNELAS shall not work more than 40 hours in any given week. ORNELAS shall make himself available by telephone at all times to the City Council, CITY staff and members of the community. The position of Interim City Manager shall be deemed an exempt position under state and federal wage and hour laws. ORNELAS shall not be entitled to any compensation for overtime. In order to enable ORNELAS to continue receiving benefits pursuant to CalPERS, the term of this Agreement shall in no event be in an amount of hours greater than that allowed pursuant to California Government Code section 21221(h), which limits ORNELAS to working no more than 960 hours per fiscal year. ORNELAS shall keep a log of his daily work start and stop times in order to ensure his compliance with PERL. ORNELAS represents and warrants that his execution of this Agreement will not cause a violation of the limitations of Government Code section 21221(h) for the fiscal year 2014-2015.

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

**1.7 Term.**

- a. ORNELAS's term as an as-needed consultant shall commence on December 16, 2014, and continue to January 5, 2015 (referred hereinafter as the "Consulting Term").
- b. In light of a prescheduled vacation by ORNELAS, City Council shall select an Acting City Manager for a term commencing on January 6, 2015 to January 19, 2015, to assist City staff with City business in ORNELAS's absence.
- c. ORNELAS's term of employment as Interim City Manager shall commence on January 6, 2015 and continue to June 30, 2015 (referred

hereinafter as the “Term”) and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time permissible under CalPERS regulations.

## **2. Compensation.**

For the services to be provided pursuant to this Agreement, ORNELAS shall receive the following compensation:

### **2.1 Base Salary.**

- a. Consulting Base Salary. ORNELAS shall be paid at a rate of NINETY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$93.75) per hour during the Consulting Term, paid according to the payroll schedule in place for CITY employees paid bi-weekly.
- b. Commencing January 6, 2015, ORNELAS shall be paid at rate of NINETY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$93.75) per hour during the Term, paid according to the payroll schedule in place for CITY employees paid bi-weekly. Notwithstanding the foregoing, the annual compensation for this Agreement shall not exceed ONE-HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000.00) (hereinafter, the “Compensation”).

### **2.2 Severance.** The CITY will not provide for any severance pay for ORNELAS.

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

- a. overall performance as Interim City Manager, including leadership and management skills;
- b. professional ethics;
- c. progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs;
- d. involvement in local, regional, and statewide organizations beneficial to the CITY;

- e. the financial feasibility or desirability of authorizing any proposed adjustment to compensation in light of current and/or projected economic conditions, including whether the CITY is operating with a balanced budget;
- f. prevailing job market conditions and compensation trends; and
- g. such other factors as the City Council may find relevant.

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

## 2.4 **Mutual Commitments**

### 2.4.1 Strategic Workshops

- a. As soon as practicable after January 6, 2015, the City Council and the Interim City Manager will meet to review the CITY's existing Strategic Plan and/or set out goals and priorities for the Interim City Manager to implement prior to the Interim City Manager's performance evaluation or such other dates as determined in the course of the meeting.
- b. Thereafter the review and update of the City Council's Strategic Plan will occur annually between January 1st and March 31st. For purposes of clarity, the City Council and the Interim City Manager shall further establish a relative priority among those goals and objectives within the Strategic Plan.

2.5 **Benefits.** In accordance with California Government Code section 21221(h), ORNELAS shall not receive any benefits, incentives or compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate provided for in Section 2.1. ORNELAS acknowledges and agrees that he shall not receive any other benefits that are generally available to other CITY employees, including but not limited to medical insurance, dental insurance, sick leave, management leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to other employees of the CITY, and hereby expressly waives any claim to such rights. That notwithstanding, ORNELAS shall be entitled to observe all CITY holidays in the same manner as employees of the CITY.

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

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

**3. Vacation and Other Leave.**

[Section omitted.]

**4. Business Related Equipment**

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

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

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

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

**5. Termination.**

5.1 **By CITY for Convenience.** CITY may terminate ORNELAS for any reason, and at any time, with or without cause, by providing ORNELAS thirty (30) days prior written notice thereof. In lieu of providing thirty (30) days prior written notice of termination, CITY may place ORNELAS on paid leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss ORNELAS notwithstanding anything to the contrary contained in or arising from any personnel policies or past CITY practices relating to the employment, discipline, or termination of its employees. In the event CITY terminates ORNELAS without cause prior to the end of the Term as described in Section 1.7 of this Agreement, ORNELAS agrees CITY shall only be obligated to pay ORNELAS compensation owed through the last day actually worked.

5.2. **Termination for Cause by CITY.** CITY may terminate this Agreement at any time by providing ORNELAS written notice of his termination for cause. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following:

- a. Commitment of any illegal or unethical act involving personal gain to ORNELAS;
- b. Willful or intentional failure or refusal to perform his duties and responsibilities consistent with his obligations under this Agreement, or to comply with lawful directives issued by the City Council and the City Manager pertaining to performance of his job duties and responsibilities;
- c. Engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or time;
- d. Material breach of the terms and conditions of this Agreement;
- e. Any intentional or grossly negligent act or omission that:
  - i. materially and substantially impedes or disrupts the operations of CITY or its organizational units;
  - ii. is detrimental to ORNELAS's safety, the safety of any other CITY official, agent, or employee, or public safety; or
  - iii. violates properly established CITY rules or procedures as established by collective action of the City Council, including but not limited to the adoption of ordinances and resolutions.
- f. Commission of an act of moral turpitude. Under California law, acts of moral turpitude are acts including, but not limited to dishonesty, fraud, theft, violence or the threat of violence, driving under the influence, possession of controlled substances for sale, vandalism, abuse, lewd acts, and securities violations. The City Council will not make a finding or determination about whether ORNELAS has engaged in such conduct without first providing ORNELAS a full and fair opportunity to rebut, defend, and justify any such alleged act involving moral turpitude in an open or closed session, at ORNELAS's sole choice, provided that ORNELAS may be placed on administrative leave without pay pending the outcome of any CITY investigation of such acts;
- g. Conviction of a felony, or plea of guilty or nolo contendere or conviction of a misdemeanor involving moral turpitude, provided that ORNELAS may be placed on administrative leave without pay should he be charged with any such crime;

- h. Willful or negligent destruction, misappropriation, or misuse of public property, waste of public supplies, or use of public property or supplies for other than a public purpose;
- i. Willful political activity involving the support of (or opposition to) candidates for City Council;
- j. Willful and unlawful retaliation against any other CITY officer or employee or member of the general public who in good faith discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of law occurring on the job or directly related thereto;
- k. Violation of any conflict of interest or incompatibility of office laws including, but not limited to the Political Reform Act and Government Code section 1090;
- l. Willful violation of any laws involving an abuse of office or position, as defined in Government Code section 53243.4;
- m. Performance of material outside business interests;
- n. Abuse of any prescription or non-prescription drugs, alcohol, or controlled substances that affect the performance of the Interim City Manager's duties;
- o. Engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or
- p. Unexcused absences from work for three (3) consecutive days without notice, except in case of emergency.

**5.3 By Employee.** ORNELAS may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with thirty (30) days advance written notice. Notwithstanding Section 5.1, above, in the event that ORNELAS terminates his employment, CITY shall have the option, with ORNELAS's concurrence, to make ORNELAS's termination effective at any time prior to the end of such period, provided CITY pays ORNELAS compensation due and owing him through the last day actually worked.

**5.4 Termination Obligation.** ORNELAS agrees that all property including, without limitation, all equipment, tangible Proprietary Information (as defined in Section 6, below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of ORNELAS's employment. ORNELAS's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

**5.5 Cessation of Work Due to Non-Permanent Illness or Injury.** In addition to any right of termination set forth under Sections 5.1, above, CITY reserves the right to terminate ORNELAS's employment along with this Agreement if ORNELAS ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment and Housing Act; and (iii) where the cessation of work continues beyond a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

**5.6 Disability.** In addition to any right of termination set forth under Section 5.1, above, CITY reserves the right to terminate ORNELAS's employment along with this Agreement after ORNELAS suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of ORNELAS's essential job duties, unless reasonable accommodation can be made to allow ORNELAS to continue working. The foregoing notwithstanding, CITY may terminate ORNELAS if the disability poses a direct threat to CITY, ORNELAS or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat.

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

**5.8 Medical Examination.** ORNELAS agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the CITY, in the event a decision must be made under Sections 5.5 through 5.7. CITY and ORNELAS shall receive a copy of all medical reports related to the examination.

**5.10 Death of Employee.** This Agreement along with ORNELAS's employment shall terminate automatically upon ORNELAS's death.

## **6. Proprietary Information.**

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

and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, ORNELAS shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. ORNELAS's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

## **7. CalPERS Hours Limitations.**

7.1 **Hours.** At the time this Agreement is entered into, Government Code section 21221(h) allows a CalPERS retiree to perform contractual employee services for up to 960 hours any fiscal year for all CalPERS contracting employers without being reinstated from retirement and without loss or interruption of CalPERS retirement benefits. ORNELAS shall keep a log of his daily work start and stop times in order to ensure his compliance with PERL. ORNELAS represents and warrants that his execution of this Agreement will not cause a violation of the limitations of Government Code section 21221(h) for the fiscal year 2014-2015.

7.2 **Controversy Over Hours.** If controversy arises between ORNELAS and CalPERS regarding the impact of this Agreement and the services provided herein upon the nature of CalPERS's retirement benefits, CITY shall provide factual information as needed to potentially resolve the controversy but shall have no obligation to intervene in or defend or prosecute such dispute notwithstanding the indemnification set forth in Section 10.2 of this Agreement. ORNELAS shall defend and indemnify CITY in the event that CITY is a named party in an action between ORNELAS and CalPERS regarding the services under this Agreement.

## **8. Contributions, Payments, or Withholding.**

ORNELAS shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal Social Security contributions, California State disability insurance taxes, and unemployment insurance contributions. CITY shall issue ORNELAS a Form 1099 in connection with the compensation paid hereunder, and ORNELAS shall pay all required taxes on amounts paid hereunder. ORNELAS shall bear responsibility for all taxes, penalties, assessments, and interest asserted against CITY by reason of the creation of this Agreement, or by virtue of nonpayment by ORNELAS of legally due taxes.

## **9. Conflict of Interest.**

ORNELAS represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.



## **10. General Provisions.**

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

CITY's Notice Address:  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, California 90255  
Attn: Mayor and City Council

ORNELAS's Notice Address:  
[Deliver to last updated address in personnel file]

### **10.2 Indemnification.**

**Indemnification by CITY:** Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code section 810 et seq.], CITY will indemnify, defend, and hold ORNELAS harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring within the course and scope of ORNELAS's duties as Interim City Manager during ORNELAS's tenure as Interim City Manager. CITY shall pay the amount of any settlement or judgment thereon; provided that ORNELAS cooperates in the defense of the claim, demand, or action. In this regard, CITY shall have the discretion to select and manage legal counsel, compromise or settle any such claim, demand or action and pay the amount of any settlement rendered thereon. Notwithstanding the foregoing, the CITY shall have no duty to indemnify, defend or hold ORNELAS harmless from any criminal proceeding or with regard to any civil, criminal or administrative proceeding initiated by him.

Without limiting the application of this Section 10.2, nothing in this Agreement shall expand CITY'S defense and indemnification obligations beyond those provided in the Government Claims Act and Government Code sections 995-996.6. Further, in the event CITY provides funds for legal criminal defense pursuant to this sub-section and the terms of the Government Code, ORNELAS shall reimburse CITY for such legal criminal defense funds, and for any paid leave provided pursuant to Section 5 above, if ORNELAS is convicted of a crime involving an abuse of office or position as provided by Government Code sections 53243-53243.4.

**Indemnification by ORNELAS:** ORNELAS shall defend, save harmless and indemnify CITY against claims, demands or other legal actions to the extent provided and subject to the

limitations contained in the California Tort Claims Act (California Government Code section 810 et seq.)

10.3 **Bonding.** The CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any laws or ordinances.

10.4 **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of ORNELAS's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of ORNELAS, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to ORNELAS and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

10.5 **Amendments.** This Agreement may not be altered, amended or modified except in a written document signed by ORNELAS, approved by the City Council and signed by CITY's Mayor or designee.

10.6 **Waiver.** Failure to exercise any right under this Agreement shall not constitute a waiver of such right. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the Party making the waiver.

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

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

10.9 **Attorneys' Fees.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

10.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue properly only in Los Angeles County, State of California.

10.11 **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit or against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each Party waives

its future right to claim, contest, or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

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

10.13 **Miscellaneous.** The provisions of Article 4 of Chapter 3 of Title 2 of the Huntington Park Municipal Code relating to the City Manager are incorporated into this Agreement by this reference, as amended from time to time.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY OF HUNTINGTON PARK**

**INTERIM CITY MANAGER**

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

By: \_\_\_\_\_  
John A. Ornelas

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Isabel Birrueta, City Attorney

By: \_\_\_\_\_  
Donna Schwartz, Interim City Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK AUTHORIZING A SIX-MONTH  
SEVERANCE PROVISION TO CERTAIN  
CLASSIFICATIONS**

WHEREAS, the City of Huntington Park anticipates leadership transitions in calendar year 2015 that will significantly impact the City; and

WHEREAS, the City Council of the City of Huntington Park desires to effectively transition management of the City with minimal disruption; and

WHEREAS, the City Council desires to retain those with institutional knowledge in order to maintain stability during any transition; and

WHEREAS, the City Council desires to offer some security to those employees in highly scrutinized positions that are not represented by any union or employee association during the leadership transition; and

WHEREAS, those classifications listed in Exhibit "A" will be eligible for a severance package if the employee in the classification is involuntary terminated without cause from the effective date of this resolution through December 31, 2015; and

WHEREAS, the City Council believes the involuntary termination of a non-represented employee for any reason other than cause is best handled by a reasonable severance package and a release of claims at the termination of employment; and

WHEREAS, the City Council acknowledges that under this Resolution, employees terminated (and employees in positions eliminated) due to financial hardship or City budgeting concerns will still be eligible for the severance package prescribed in this Resolution; and

WHEREAS, the amount of severance any affected employee is entitled to is the equivalent of six months' affected employee's monthly base salary, calculated as of the date of the employee's termination, less legally required or authorized deductions; for the amount of time between the date of termination and December 31, 2015, for a maximum of six (6) months; and

WHEREAS, the entitlement to any severance package does not change any employee's status as an at-will employee; and

WHEREAS, the severance provision for those classifications in Exhibit "A" will automatically expire on January 1, 2016. employees in those classifications prescribed in Exhibit "A" who are terminated for convenience or without cause on or after January 1, 2016, shall not be eligible for the severance provisions of this Resolution.

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

SECTION 1. The City Council of the City of Huntington Park authorizes a severance package to those exempt employees in the Executive/Management and Mid-Management/Professional Units, as listed in Exhibit "A" and as Exhibit A may be amended from time to time, that are involuntarily terminated without cause from the effective date of this Resolution through December 31, 2015, conditioned upon the employee executing a release of claims at the termination of employment.

SECTION 2. For purposes of this Resolution, termination for cause shall include, but not be limited to, the following:

- a. Commitment of any illegal or unethical act involving personal gain to the employee;
- b. Willful or intentional failure or refusal to perform his duties and responsibilities consistent with his obligations as a City employee, or to comply with lawful directives issued by a supervisor or the City Manager pertaining to performance of his job duties and responsibilities;
- c. Engaging in unlawful discrimination or harassment of employees or any third party while on City premises or time;
- d. Any intentional or grossly negligent act or omission that materially and substantially:
  - i. impedes or disrupts the operations of City or its organizational units;
  - ii. is detrimental to the employee's safety, the safety of any other City official, agent, or employee, or public safety; or
  - iii. violates properly established City rules or procedures or policies as established by collective action of the City Council, including but not limited to the adoption of ordinances and resolutions;
- e. Commission of an act of moral turpitude. Under California law, acts of moral turpitude are acts including, but not limited to, dishonesty, fraud, and theft, violence or the threat of violence, driving under the influence, possession of controlled substances for sale, vandalism, abuse, lewd acts, and securities violations;
- f. Conviction of a felony, or plea of, guilty or nolo contendere or conviction of a misdemeanor involving moral turpitude;
- g. Willful or negligent destruction, misappropriation, or misuse of public property, waste of public supplies, or use of public property or supplies for other than a public purpose;
- h. Willful and unlawful retaliation against any other City officer or employee or member of the general public who in good faith discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of law occurring on the job or directly related

thereto;

- i. Willful violation of any laws involving an abuse of office or position, as defined in Government Code § 53243.4;
- j. Performance of material outside business interests;
- k. Abuse of any prescription or non-prescription drugs, alcohol, or controlled substances that affect the performance of the employee's duties;
- l. Engaging in conduct tending to bring embarrassment or disrepute to City; and/or
- m. Unexcused absences from work for three (3) consecutive days without notice, except in case of emergency.

SECTION ~~32~~. The amount of severance for the affected employee shall be the equivalent of six months' base salary, calculated as of the date of the employee's termination, ~~the affected employee's base salary, not to exceed six (6) months of the affected employee's base salary.~~

SECTION 4. EXCEPTION. This Resolution and the severance provisions contained herein shall not apply to any Civil Service position or to any employee who has an employment contract with the City of Huntington Park at the time of his/her termination, regardless of whether the employee's position is listed in Exhibit A to this Resolution.

SECTION ~~35~~4. The Resolution shall become effective immediately following adoption ~~and shall automatically expire on January 1, 2016.~~

**PASSED AND APPROVED AND ADOPTED by the City Council of the City of Huntington Park at its special meeting on this 5th day of January, 2015.**

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

ATTEST:

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

~~APPROVED AS TO FORM:~~

~~Isabel Birrueta, City Attorney~~



STATE OF CALIFORNIA \_\_\_\_\_ )  
COUNTY OF LOS ANGELES \_\_\_\_\_ ) SS:  
CITY OF HUNTINGTON PARK \_\_\_\_\_ )

I, Donna 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 regular meeting of said Council held on the 5th day of January, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

## Exhibit "A"

### **Executive/Management Unit**

City Clerk  
Economic Development Manager  
Assistant Director of Finance  
Assistant City Engineer  
Planning Manager  
Assistant Director of Community Development  
Building Official  
City Engineer  
Director of Field Services  
Director of Public Works/City Engineer  
Assistant to the City Manager  
Assistant City Manager  
Director of Community Development  
Assistant Chief of Police  
Director of Finance

### **Mid-Management/Professional Unit**

Management Analyst – Recreation  
Community Development Analyst  
Police Management Analyst  
Information Management Specialist  
Project Manager  
Public Works Superintendent  
Human Resources Supervisor  
Finance Manager  
Police Administration Manager

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
HUNTINGTON PARK, CALIFORNIA, SUPPORTING AN  
ALTERNATIVE ROUTE ALONG RANDOLPH STREET TO  
THE BLUE LINE FOR THE ECO-RAPID TRANSIT WEST  
SANTA ANA BRANCH CORRIDOR**

**SECTION 4.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of January, 2015.

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

ATTEST:

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



2015

**AMENDED EMPLOYMENT AGREEMENT**

**(Engagement: Interim Finance Director)**

**(Parties: the City of Huntington Park and Jan Mazyck)**

THIS 2014 AMENDED EMPLOYMENT AGREEMENT ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Jan Mazyck ("MAZYCK"), an individual. For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and MAZYCK. The capitalized term "Party" may refer to either CITY or MAZYCK interchangeably and as reasonably appropriate.

**RECITALS**

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, CITY desires to engage and employ MAZYCK to serve as the Interim Finance Director of CITY ("Finance Director") and MAZYCK desires employment as Interim Finance Director; and

WHEREAS, the CITY finds that MAZYCK possesses the education, training, experience and expertise necessary to perform the duties of Interim Finance Director; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code section 53260, et seq.; and

WHEREAS, MAZYCK acknowledges that she is required to reinstate with CalPERS as a condition to entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, CITY and MAZYCK agree as follows:

**SECTION 1. POSITION. DUTIES AND TERM**

**1.1. POSITION.** MAZYCK accepts employment with CITY as its Interim Finance Director and shall perform all functions, duties and services set forth in Section 1.4 (Duties) of this Agreement, below.

**1.2. EFFECTIVE DATE OF AGREEMENT/TERM.** The effective date of this Agreement shall be [START DATE CONTINGENT UPON MAZYCK BEING REINSTATED WITH CALPERS] (hereinafter, the "Effective Date"). This Agreement shall have a term of TWENTY-FOUR (24) MONTHS commencing from the Effective Date (hereinafter referred to by the capitalized word "Term"). Upon the expiration of the Term, this Agreement may

continue for one (1) year extension term, subject to all of the terms and conditions set forth in this Agreement, until such time as CITY either executes a new agreement with MAZYCK or CITY terminates MAZYCK's employment with CITY.

### **1.3. EMPLOYMENT WITH CITY "AT-WILL."**

- A. MAZYCK's employment status with CITY shall be at-will and MAZYCK shall serve at the pleasure of the City Manager as provided under Government Code section 36506. MAZYCK acknowledges, understands and agrees that MAZYCK may not avail herself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate MAZYCK's status as an "at-will" employee of CITY or the ability of the City Council to terminate MAZYCK's employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time (including but not limited to Title II, Chapter 3 (Administration - Officers and Employees) of the Huntington Park Municipal Code and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY). CITY's Employment Policies shall not apply to MAZYCK in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) MAZYCK's status as an "at-will" employee of CITY.
- B. Except as otherwise provided under Section 6 (Termination) of this Agreement, MAZYCK shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate MAZYCK's employment whether for cause or for convenience.
- C. Nothing in this Agreement shall confer upon MAZYCK any right to any property interest in continued employment with CITY.

**1.4. DUTIES.** MAZYCK shall serve as the Interim Finance Director and shall be vested with the powers, duties and responsibilities of the Finance Director as set forth in the Huntington Park Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Government Code, and CITY policies and procedures approved by the City Council, as may be provided from time to time. MAZYCK's performance of her duties shall be subject to the direction of the City Manager. It is the intent of the Parties that the Finance Director shall use all reasonable efforts to keep the City Manager fully informed of all significant operations or major undertakings of CITY. MAZYCK shall provide the City Manager with regular status reports on the operations and activities of CITY. The Finance Director shall function as the chief financial officer of CITY. MAZYCK shall perform such duties as are customary and appropriate to the position of Finance Director as well as such special duties as may be assigned to Finance Director from time to time by the City Manager.

Notwithstanding MAZYCK's duties as Interim Finance Director, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees of CITY in a manner consistent with CITY's Employment Policies and the laws of the State of California.

**1.5. WORK HOURS.** The position of Interim Finance Director is an exempt position under state and federal wage and hour laws. MAZYCK's compensation (whether salary or benefits or other allowances) is not based on hours worked and MAZYCK shall not be entitled to any compensation for overtime. MAZYCK is expected to engage in those hours of work that are necessary to fulfill the obligations of the Interim Finance Director's position. The Interim Finance Director does not have set hours of work but is expected to work a forty (40) hour work week and to be available at all reasonable and relevant times.

**1.6. REGIONAL AND PROFESSIONAL ACTIVITIES.** The City Manager desires that MAZYCK be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing MAZYCK with opportunities for the type of professional development that will enhance her ability to serve CITY and perform her duties as Interim Finance Director. Toward this end, MAZYCK may, upon reasonable notice and approval by the City Manager, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of MAZYCK's duties as Interim Finance Director.

These activities may include, without limitation, participation in the Government Finance Officers Associations, California Municipal Treasurers Associations, California Municipal Finance Officers Association, California Contract Cities Association, California League of Cities, Independent Cities Association, or other similar national, statewide, regional or professional organizations provided that such activities do not in any way interfere with or adversely affect MAZYCK's performance as Interim Finance Director. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the Finance Director necessary for her participation in national, statewide, regional or professional organizations.

**1.7. NON-CITY ACTIVITIES.** CITY acknowledges that MAZYCK operates a consulting firm known as Mazyck Advisors, LLC, which from time to time may require her to perform consulting services for various clients. CITY agrees that it will not require her to suspend or terminate her existing consulting services in connection with Mazyck Advisors, LLC provided that, in accordance with Government Code § 1126, during the period of her employment as Interim Finance Director, she shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of her duties as Interim Finance Director.

**1.8. REIMBURSEMENT.** CITY shall reimburse MAZYCK for reasonable and necessary travel, subsistence and other business expenses incurred by MAZYCK in the performance of her duties or in connection with MAZYCK's participation in those authorized

activities referenced under Section 1.6, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California or any CITY-adopted reimbursement policies.

**1.9. RESIDENCE.** MAZYCK shall not be required to reside within the territorial boundaries of CITY. The foregoing notwithstanding, MAZYCK shall maintain a permanent residence within a reasonable distance to CITY so as to permit MAZYCK travel to CITY within sixty (60) minutes in the event of CITY emergencies.

## **SECTION 2. COMPENSATION.**

**2.1. BASE SALARY.** Commencing on the Effective Date, MAZYCK shall receive a base annual salary of ONE-HUNDRED AND FIFTY-FIVE THOUSAND FIVE HUNDRED AND NINETY-TWO Dollars (\$155,592.00) per year (hereinafter, the “Base Salary”). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2014, may be adjusted from time to time by the City Manager as provided under Section 2.2 (Performance Review) of this Agreement, below.

**2.2. PERFORMANCE REVIEW.** Prior to May 1, 2015, the City Manager will undertake a job performance review of MAZYCK. By May 1st of each succeeding calendar year, the City Manager will undertake an annual job performance review of MAZYCK. The performance review shall serve the purpose and objective of evaluating MAZYCK’s overall job performance. The failure of CITY to undertake a performance evaluation shall not limit CITY’s ability to terminate this Agreement pursuant to Section 6 (Termination).

**2.3. BENEFITS.** In addition to Base Salary, CITY shall also provide MAZYCK with the following benefits:

### **A. Medical Insurance, Dental Care and Vision Care.**

1. Medical Insurance: CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards the cost of medical insurance equal to the Kaiser 3-Party Rate for the Los Angeles Region, which may be applied to MAZYCK and her eligible dependents. If MAZYCK chooses a medical plan that does not utilize the full amount of the prevailing rate provided by CITY for medical benefits, CITY shall be under no obligation to pay MAZYCK the difference between the plan chosen and the prevailing rate. If MAZYCK can provide to the Human Resources Department proof of insurance elsewhere (e.g., through a spouse), MAZYCK may choose to forego medical insurance coverage through CITY and may instead receive, on a monthly basis, an amount equal to fifty percent (50%) of the prevailing rate referenced above in this Section 2.3.A(i).
2. Dental Insurance: CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards a dental insurance policy for MAZYCK and her eligible dependents. If MAZYCK provides the Human Resources



Department with proof of dental insurance from another source (e.g., through a spouse), MAZYCK may choose to forego dental insurance coverage through CITY. If MAZYCK chooses to forego her allotment of dental benefits, CITY shall be under no obligation to pay MAZYCK any cash sum in lieu of such benefits.

3. Vision Care: CITY, on a monthly basis, shall contribute the prevailing rate for the Vision Services Plan for MAZYCK and her eligible dependents. If MAZYCK chooses to forego her allotment of vision benefits, CITY shall be under no obligation to pay MAZYCK any cash sum in lieu of such benefits.

- B. **Term Life Insurance.** CITY agrees that during the period of employment it will provide MAZYCK with, and pay the annual premiums for, a term life insurance policy in an amount equal to One Hundred Thousand Dollars and No Cents (\$100,000.00). If available, additional coverage may be purchased at the cost of MAZYCK. MAZYCK shall nominate the beneficiary under such term life insurance policy.

**2.4. USE OF CITY-OWNED AUTOMOBILE.** MAZYCK, at her option, may receive a Four Hundred Dollar (\$400) monthly car stipend; or, In-lieu of an automobile allowance or reimbursement for use of a personal auto, MAZYCK shall also be given exclusive use of a CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) MAZYCK will not allow the automobile to be driven by any third party, except by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, MAZYCK waives and releases CITY from any workers' compensation claim which MAZYCK may otherwise assert to the extent any injuries suffered by MAZYCK while driving the automobile were sustained while MAZYCK was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). MAZYCK may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Manager. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. In accordance with CITY reimbursement policies, MAZYCK may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

**2.5. JURY DUTY.** MAZYCK will also receive Base Salary and benefits while responding to a jury summons or serving on a jury, up to a maximum of fourteen (14) business days. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

**2.6. BUSINESS RELATED EQUIPMENT.** CITY shall also provide MAZYCK a smart phone for the performance of CITY-related business.

### **SECTION 3. ILLNESS OR INJURY; DISABILITY AND DEATH.**

**3.1. CESSATION OF WORK DUE TO NON-PERMANENT ILLNESS OR INJURY.** In addition to any right of termination set forth under Section 1.3 (Employment With City "At-Will"), above, CITY reserves also the right to terminate MAZYCK's employment along with this Agreement if MAZYCK ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment & Housing Act; and (iii) where the cessation of work continues beyond the longer of the following: a period of four successive weeks beyond MAZYCK's accrued sick leave; or a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

**3.2. DISABILITY.** In addition to any right of termination set forth under Sections 1.3, above, and 6, below, CITY reserves the right to terminate MAZYCK's employment along with this Agreement in the event MAZYCK becomes physically or mentally unable to perform the Finance Director's functions and duties with reasonable accommodations and it reasonably appears that such incapacity will last for more than four (4) months. The foregoing notwithstanding, CITY may terminate MAZYCK if the disability poses a direct threat to CITY, MAZYCK or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if MAZYCK is terminated under this Section of this Agreement.

**3.3. ILLNESS, INJURY OR DISABILITY ARISING OUT OF THE COURSE OF EMPLOYMENT.** In the event MAZYCK suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate MAZYCK solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. section 12101 et seq.) and the California Fair Employment and Housing Act. Further, MAZYCK's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

**3.4. MEDICAL EXAMINATION.** MAZYCK agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event a decision must be made under Sections 3.1 through 3.3. CITY and MAZYCK shall receive a copy of all medical reports related to the examination.

**3.5. DEATH OF EMPLOYEE.** This Agreement along with MAZYCK's employment shall terminate automatically upon MAZYCK's death.

**3.6. COMPENSATION UPON TERMINATION.** Except as otherwise provided under this Agreement, if MAZYCK's employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay MAZYCK all Base Salary, benefits, and compensation due and owing her through the last day actually worked. If termination is caused by MAZYCK's death, CITY shall provide the compensation and benefits otherwise due MAZYCK to MAZYCK's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if MAZYCK is terminated under the provisions of Section 3.1 through 3.5, above.

## **SECTION 4. VACATION AND OTHER LEAVE.**

**4.1. VACATION LEAVE.** MAZYCK is eligible to accrue additional vacation leave at a rate of 12.66 hours per month of service. The foregoing notwithstanding, the maximum amount of vacation leave that MAZYCK may accrue at any given time shall be capped at three hundred and four (304) hours total. If MAZYCK's accrued but unused vacation leave reaches 304 hours total, MAZYCK will stop accruing additional vacation leave unless and until the accrued vacation leave falls below 304 hours. Unused vacation leave (accrued or otherwise) shall not be redeemable for any valuable consideration.

**4.2. HOLIDAYS.** MAZYCK shall receive paid holidays in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the City Council. Paid holidays will be those approved by CITY by action of the City Council.

**4.3. ADMINISTRATIVE/PERSONAL LEAVE.** MAZYCK shall be allocated a maximum of forty (40) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that MAZYCK may accrue at any given time may not exceed forty (40) hours total. Accrued but unused administrative/personal leave may not be rolled-over to the next CITY fiscal year and may not be sold back to CITY.

**4.4. SICK LEAVE.** MAZYCK shall accrue sick leave at a rate of eight (8) hours per month, subject to a maximum total accrual of ninety-six (96) hours per CITY fiscal year or prorated portion thereof. Sick leave shall be used by MAZYCK only in cases of actual sickness or disability of MAZYCK or a member of MAZYCK's immediate family, including MAZYCK's dependents. MAZYCK shall be paid for the amount of unused accumulated sick leave remaining, up to but not to exceed forty-eight (48) hours, or fifty percent (50%) of the total accrual of 96 hours, at the time of separation of employment except where separation occurs pursuant to Section 6.2 (Termination by Employee), below.

## **SECTION 5. RETIREMENT.**

**5.1.** MAZYCK shall pay a share equal to 7 percent of her base salary for her own retirement insurance with the California Public Employees' Retirement System.

## **SECTION 6. TERMINATION.**

### **6.1. TERMINATION BY CITY FOR CONVENIENCE.**

- A. Except as otherwise provided under Subsection (B) of this Section below, CITY may terminate MAZYCK at any time for convenience and without cause, by providing MAZYCK thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place MAZYCK on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss MAZYCK notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The

“severance payment” shall be an amount equal to six (6) months base salary, less any and all applicable or legally required deductions. MAZYCK shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the “severance payment” include the payment of any sums prohibited pursuant to Government Code section 53260 and any such sums shall be deducted from the “severance payment.”

- B. Within ninety (90) calendar days of the swearing-in of a newly elected or appointed City Councilmember or Mayor, the City Manager may not act to terminate MAZYCK for convenience as authorized under Subsection (A) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (B), shall preclude the City Manager from terminating MAZYCK 's employment for cause at any time as provided elsewhere under Section 6 of this Agreement.
- C. Upon the MAZYCK termination from office for other than cause, MAZYCK shall receive a severance pay for the amount which will be determined by multiplying MAZYCK's monthly salary times a number of months of not less than six (6) months. Said multiplier will consist of the number of months from the date of termination until the end of term, except that if such termination occurs more than six (6) months prior to the end of the term, the multiplier will be six (6) and if such termination occurs less than six (6) months prior to the end of the term, the multiplier will be six (6). Except as set forth herein, City will have no further obligation to MAZYCK.

**6.2. TERMINATION BY EMPLOYEE.** MAZYCK may terminate her employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make MAZYCK's termination effective upon any date preceding the 30-day notice period, provided CITY pays MAZYCK all compensation due and owing her through the last day actually worked, plus an amount equal to the Base Salary MAZYCK would have earned through the balance of the thirty (30) day notice period. MAZYCK shall not receive a “severance payment” in the event she terminates her employment with CITY pursuant to this Section 6.2.

**6.3. TERMINATION FOR CAUSE BY CITY.** CITY may terminate this Agreement at any time by providing MAZYCK with written notice of her termination for cause. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following:

- A. Commitment of any illegal or unethical act involving personal gain to MAZYCK;
- B. Willful or intentional failure or refusal to perform her duties and responsibilities consistent with her obligations under this Agreement, or to

comply with lawful directives issued by the City Council and the City Manager pertaining to performance of her job duties and responsibilities;

- C. Engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or time;
- D. Material breach of the terms and conditions of this Agreement;
- E. Any intentional or grossly negligent act or omission that:
  - i. materially and substantially impedes or disrupts the operations of CITY or its organizational units;
  - ii. is detrimental to MAZYCK's safety, the safety of any other CITY official, agent, or employee, or public safety; or
  - iii. violates properly established CITY rules or procedures as established by collective action of the City Council, including but not limited to the adoption of ordinances and resolutions
- F. Commission of an act of moral turpitude. Under California law, acts of moral turpitude are acts including, but not limited to dishonesty, fraud, theft, violence or the threat of violence, driving under the influence, possession of controlled substances for sale, vandalism, abuse, lewd acts, and securities violations. The City Council will not make a finding or determination about whether MAZYCK has engaged in such conduct without first providing MAZYCK a full and fair opportunity to rebut, defend, and justify any such alleged act involving moral turpitude in an open or closed session, at MAZYCK's sole choice, provided that MAZYCK may be placed on administrative leave without pay pending the outcome of any CITY investigation of such acts;
- G. Conviction of a felony, or plea of guilty or nolo contendere or conviction of a misdemeanor involving moral turpitude, provided that MAZYCK may be placed on administrative leave without pay should she be charged with any such crime;
- H. Willful or negligent destruction, misappropriation, or misuse of public property, waste of public supplies, or use of public property or supplies for other than a public purpose;
- I. Willful political activity involving the support of (or opposition to) candidates for City Council;
- J. Willful and unlawful retaliation against any other CITY officer or employee or member of the general public who in good faith discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of law occurring on the job or directly related thereto;

- K. Violation of any conflict of interest or incompatibility of office laws including, but not limited to the Political Reform Act and Government Code § 1090;
- L. Willful violation of any laws involving an abuse of office or position, as defined in Government Code § 53243.4;
- M. Performance of material outside business interests;
- N. Abuse of any prescription or non-prescription drugs, alcohol, or controlled substances that affect the performance of the Interim Finance Director's duties;
- O. Engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or
- P. Unexcused absences from work for three (3) consecutive days without notice, except in case of emergency.

MAZYCK expressly waives any rights provided for under municipal, state or federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination.

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

**6.5. BENEFITS UPON TERMINATION.** All benefits to which MAZYCK is entitled under this Agreement shall cease upon MAZYCK's termination in accordance with this Section 6 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to MAZYCK, or unless otherwise required by law.

## **SECTION 7. PROPRIETARY INFORMATION.**

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

or may be necessary to perform her job responsibilities under this Agreement. Following termination, MAZYCK shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. MAZYCK's obligations under this Section shall survive the termination of her employment and the expiration of this Agreement

## **SECTION 8. CONFLICT OF INTEREST.**

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

## **SECTION 9. GENERAL PROVISIONS.**

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

CITY's Notice Address:

City of Huntington Park  
6550 Miles Avenue  
Huntington Park, California 90255  
Attn: City Manager

Interim Finance Director's Address:

[Deliver to last updated address in personnel file]

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

MAZYCK harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by her.

Without limiting the application of this Section 9.2, nothing in this Agreement shall expand the CITY's defense and indemnification obligations beyond those provided in the Government Claims Act and Government Code sections 995-996.6. Further, in the event CITY provides funds for legal criminal defense pursuant to this sub-section and the terms of the Government Code, MAZYCK shall reimburse the CITY for such legal criminal defense funds, and any paid leave provided, if MAZYCK is convicted of a crime involving an abuse of office or position as provided by Government Code sections 53243-53243.4.

**9.3. BONDING.** CITY shall bear the full cost of any fidelity or other bonds required of the Finance Director under any laws or ordinance.

**9.4. ENTIRE AGREEMENT.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of MAZYCK's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of MAZYCK, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to MAZYCK and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

**9.5. AMENDMENTS.** This Agreement may not be amended except in a written document signed by MAZYCK, approved by the City Manager and signed by City Attorney.

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

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

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

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

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



contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

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

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF HUNTINGTON PARK**

**INTERIM FINANCE DIRECTOR**

By: \_\_\_\_\_  
Julio Morales, Interim City Manager

By \_\_\_\_\_  
Jan Mazyck

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Isabel Birrueta, City Attorney



**2015**

**AMENDED EMPLOYMENT AGREEMENT**

**(Engagement: Director of Parks and Recreation)**

**(Parties: The City of Huntington Park and Josette Espinosa)**

THIS AMENDED AGREEMENT ("Agreement") is executed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 (hereinafter, the "Effective Date") by and between the CITY OF HUNTINGTON PARK, a municipal corporation (hereinafter "Employer" or "City") and JOSETTE ESPINOSA (hereinafter, "Employee"). For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both Employer and Employee. The capitalized term "Party" may refer to either Employer or Employee interchangeably and as reasonably appropriate. This Agreement sets forth all terms and conditions of employment concerning the employment of Employee to the position of Director of Parks & Recreation for the City of Huntington Park, California.

**RECITALS**

WHEREAS, Employer wishes to retain Josette Espinosa (hereinafter, "Employee") to serve as Director of Parks & Recreation for the City of Huntington Park; and

WHEREAS, Employee agrees to accept employment as Director of Parks & Recreation for the City of Huntington Park, subject to the terms and conditions set forth under this Agreement; and

WHEREAS, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions for Employee; and

WHEREAS, Employee shall work under the direction of the City Manager and shall perform all the duties of Director of Parks & Recreation as directed by the City Manager; and

WHEREAS, it is the desire of the Employer (i) to secure and retain the services of Employee and to provide inducement for Employee to remain in such employment under the terms set forth herein, (ii) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (iii) to provide mutually satisfactory means for terminating Employee's services at such time as she may be unable to discharge fully her duties due to disability, or when Employer may otherwise desire to terminate this Employee; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **SECTION 1 - EMPLOYMENT RELATIONSHIP**

1.1 Employment Relationship: Subject to the terms and conditions set forth in this Agreement, Employer hereby agrees to employ Employee as Director of Parks & Recreation for the City of Huntington Park. Further, Employee hereby accepts Employer's offer of employment and agrees to serve as, and perform the duties of, Director of Parks & Recreation for the City of Huntington Park, subject to the terms and conditions contained in this Agreement.

## **SECTION 2 - DURATION AND NATURE OF EMPLOYMENT RELATIONSHIP**

2.1 Maximum Term of Employment: Employee's term of employment ("Term") as Director of Parks & Recreation shall commence upon the Effective Date and terminate on December 15, 2017. Upon the expiration of the Term, this Agreement may be extended for a one (1) year term, subject to all of the terms and conditions set forth in this Agreement, until such time as Employer either executes a new agreement with Employee or Employer terminates Employee's employment with Employer.

**Employee's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

2.2 Termination Upon Expiration of Term: In the event Employer chooses not to terminate Employee prior to the expiration of Term, this Agreement shall automatically renew on a month-to-month basis, subject to its same terms and conditions. City Manager shall meet with Employee sixty (60) days prior to the end of the maximum term to discuss the Agreement. Any agreement, promise, representation or assurance to extend the maximum duration of Employee's employment as Director of Parks & Recreation shall be invalid, non-binding or unenforceable against Employer unless it is reduced to the form of a written agreement (i.e., a written contract) and such written agreement is first (i) reviewed, approved as to form and signed by the Huntington Park City Attorney utilizing her independent judgment and expertise and (ii) signed by the City Manager. Unless otherwise provided in the written agreement to lengthen the maximum duration of Employee's employment as Director of Parks & Recreation, all other terms, conditions and provisions of this Agreement shall remain in full force and effect for the duration of the extended term, including, but not limited to, the provision above that Employer may terminate Employee's employment at any time with or without cause.

2.3 Conflict of Interest; Non-Solicitation of Other Employment: During the Term of this Agreement, Employee shall not directly or indirectly solicit employment with any other employer, nor shall Employee directly or indirectly undertake any action of response to any offer of employment by any other employer without giving Employer prior written notice.

2.4 Status of Employee: This Agreement and Employee's employment by Employer shall not be deemed to create any rights as a regular employee under any provision of the Huntington Park Municipal Code (the "Code"), the Personnel Rules and Regulations (the "Rules") nor any memorandum of understanding ("MOU") adopted or entered into by Employer. Any termination of Employee shall not give rise to any action against Employer for compensation, benefits, or rights under the Code, the Rules or any MOU.

2.5 Employee's Acknowledgment & Agreement that Employment Is At-Will: Employee understands, acknowledges and agrees to the following:

a. That her employment as Director of Parks & Recreation is at-will; that Employee may terminate her employment as Director of Parks & Recreation at any time, with or without cause; and that Employer, likewise, may terminate Employee's employment as Director of Parks & Recreation at any time, with or without cause;

b. The existence of the Term as provided in Section 2, above, does not constitute a guarantee, promise, representation, assurance or agreement that Employer may not, or will not, terminate this Agreement along with Employee's employment as Director of Parks & Recreation prior to the expiration of the Term.

2.6 Any agreement, promise, representation or assurance (whether oral or written) that Employee will be allowed to serve as Director of Parks & Recreation for the duration of the Term shall be invalid, non-binding and unenforceable against Employer, unless such agreement, promise, representation or assurance is reduced to the form of a written agreement (i.e., a written contract) and such written agreement is first (i) reviewed, approved as to form and signed by the Huntington Park City Attorney utilizing her independent judgment and expertise and (ii) signed by the City Manager.

**Employee's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **SECTION 3 – DUTIES AND RESPONSIBILITIES**

3.1 Duties: Employer hereby agrees to employ Employee, as the Director of Parks & Recreation for the City of Huntington Park, to perform the duties as directed by the City Manager, specified in local ordinance or resolution, or specified in California State Code; and to cooperate in such other City related duties as the City Manager from time to time assigns.

### **SECTION 4 - HOURS AND DAYS OF WORK**

4.1 Hours and Days of Work: The Director of Parks & Recreation does not have set hours of work but is expected to work a forty (40) hour work week and to be available at all reasonable and relevant times. The foregoing notwithstanding, Employee acknowledges, understands and agrees that the special nature of the Director of Parks & Recreation's position shall routinely require Employee to be available and/or present to carry out her duties and functions as the Director of Parks & Recreation beyond normal work hours and beyond normal work days. For example, Employee may be required to attend meetings of the Huntington Park City Council and other formal or informal work-related meetings or gatherings, unless her absence from a particular meeting or gathering is excused. Employee shall not receive overtime compensation or compensatory time off or additional compensation beyond the salary provided in this Agreement for any overtime hours worked by Employee. Further, Employee shall work the amount of time necessary to perform Employee's assigned duties even if Employee is required to work beyond normal work hours or beyond normal work days.

### **SECTION 5 - COMPENSATION / BENEFITS**

5.1 Salary: Employer shall compensate Employee for services rendered pursuant to this Agreement at an annual salary of One Hundred and Forty Thousand, Eight Hundred Fifty-Six Dollars (\$140,856.00) (\$11,738 per month) payable over the course of each calendar year in twenty-six (26) equal installments to be paid bi-weekly. Annually, Employer shall conduct a

performance review with Employee. The City Manager will consider Employee's overall performance as Director of Parks & Recreation, including her leadership skills, professional ethics, progress in meeting, achieving, or exceeding City Manager-defined goals, priorities, activities, and programs, her involvement in local, regional, and statewide organizations beneficial to the City, and other factors the City Manager may find relevant. In the event that the City Council raises each of the Department Heads' compensation, Employee's salary shall also be increased.

## 5.2 Benefits:

a. Health Insurance: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

b. Dental Insurance: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

c. Vision Care: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

d. Dues & Subscriptions: Employer shall pay for the reasonable professional dues and subscriptions of Employee, which in Employer's sole discretion are necessary for Employee's continuation in associations and organizations necessary and desirable for Employee's continued professional participation, growth and advancement and for the good of the Employer.

e. Life Insurance: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

f. Long-Term Disability: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

g. PERS Retirement: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

h. Business Related Equipment: Employer shall reimburse Employee at the rate of Sixty Dollars (\$60) per month for a cell phone, or such personal communication device as is currently in use among City personnel.

i. PARS Retirement: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

## **SECTION 6 - VACATION**

6.1 Vacation: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

## **SECTION 7 - PERSONAL LEAVE AND ADMINISTRATIVE LEAVE**

7.1 Administrative Leave: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

## **SECTION 8 - SICK LEAVE**

8.1 Accumulation of Sick Leave: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

8.2 Payout of Sick Leave: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

8.3 Notification Requirement: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

8.4 Bereavement: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

## **SECTION 9 - TERMINATION AND SEVERANCE PAY**

9.1 At-Will Employment Status: Employee will be an “at will” employee, exempt from the City’s Civil Service regulations, as set forth in Title 2, Chapter 3 of the City’s Municipal Code. Employee serves at the pleasure of Employer and this Agreement along with Employee’s employment as Director of Parks & Recreation may be terminated by Employer at any time with or without cause. If Employer elects to terminate Employee’s employment, such termination shall become effective at the close of the business day upon which the decision to terminate is made, unless the parties agree to an alternative termination date in writing.

**Employee’s Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

9.2 Termination Without Cause by City: City may terminate Employee for any reason, and at any time, with or without cause, by providing Employee thirty (30) days prior written notice thereof. In lieu of providing thirty (30) days prior written notice of termination, City may place Employee on paid leave status during the thirty (30) day notice period or any portion thereof. City may dismiss Employee notwithstanding anything to the contrary contained in or arising from any personnel policies or past City practices relating to the employment, discipline, or termination of its employees. In the event City terminates Employee without cause prior to the end of the Term as described in Section 2 of this Agreement, Employee agrees City shall only be obligated to pay Employee compensation and benefits due and owing through the last day actually worked.

Upon the Employee termination from office for other than cause, Employee shall receive a severance pay for the amount which will be determined by multiplying Employee’s monthly salary times a number of months of not less than six (6) months. Said multiplier will consist of the number of months from the date of termination until the end of term, except that if such termination occurs more than six (6) months prior to the end of the term, the multiplier will be six (6) and if such termination occurs less than six (6) months prior to the end of the term, the multiplier will be six (6). Except as set forth herein, City will have no further obligation to Employee.

9.3 Termination Without Cause by Employee. Employee may terminate her employment for any reason, and at any time, with or without cause, by providing City with thirty (30) days advance written notice. Notwithstanding Section 9.2, above, in the event that Employee

terminates her employment, City shall have the option, with Employee's concurrence, to make Employee's termination effective at any time prior to the end of such period, provided City pays Employee compensation due and owing her through the last day actually worked.

9.4 By City for Cause: City may terminate this Agreement at any time by providing Employee written notice of her termination for cause. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following:

a. Commitment of any illegal or unethical act involving personal gain to Employee;

b. Willful or intentional failure or refusal to perform her duties and responsibilities consistent with her obligations under this Agreement, or to comply with lawful directives issued by the City Council pertaining to performance of her job duties and responsibilities;

c. Engaging in unlawful discrimination or harassment of employees or any third party while on City premises or time;

d. Material breach of the terms and conditions of this Agreement;

e. Any intentional or grossly negligent act or omission that materially and substantially:

i. impedes or disrupts the operations of City or its organizational units;

ii. is detrimental to Employee's safety, the safety of any other City official, agent, or employee, or public safety; or

iii. violates properly established City rules or procedures as established by collective action of the City Council, including but not limited to the adoption of ordinances and resolutions;

f. Commission of an act of moral turpitude. Under California law, acts of moral turpitude are acts including, but not limited to dishonesty, fraud, theft, violence or the threat of violence, driving under the influence, possession of controlled substances for sale, vandalism, abuse, lewd acts, and securities violations. The City Council will not make a finding or determination about whether Employee has engaged in such conduct without first providing Employee a full, fair opportunity to rebut, defend, and justify any such alleged act involving moral turpitude in an open or closed session, at Employee's sole choice, provided that Employee may be placed on administrative leave without pay pending the outcome of any City investigation of such acts;

g. Conviction of a felony, or plea of guilty or nolo contendere or conviction of a misdemeanor involving moral turpitude, provided that Employee may be placed on administrative leave without pay should she be charged with any such crime;



h. Willful or negligent destruction, misappropriation, or misuse of public property, waste of public supplies, or use of public property or supplies for other than a public purpose;

i. Willful political activity involving the support of (or opposition to) candidates for City Council;

j. Willful and unlawful retaliation against any other City officer or employee or member of the general public who in good faith discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of law occurring on the job or directly related thereto;

k. Violation of any conflict of interest or incompatibility of office laws including, but not limited to the Political Reform Act and Government Code § 1090;

l. Willful violation of any laws involving an abuse of office or position, as defined in Government Code § 53243.4;

m. Performance of material outside business interests;

n. Abuse of any prescription or non-prescription drugs, alcohol, or controlled substances that affect the performance of the Director of Parks & Recreation's duties;

o. Engaging in conduct tending to bring embarrassment or disrepute to City; and/or

p. Unexcused absences from work for three (3) consecutive days without notice, except in case of emergency.

Employee expressly waives any rights provided for Administrative Personnel under City's Personnel Policies, any rights provided for the City Manager or Administrative Personnel under the Huntington Park Municipal Code, or under state or federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination.

9.5 Termination Obligation: Employee agrees that all property including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by her incident to her employment belongs to City and shall be returned promptly to City upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of her employment and the expiration of this Agreement.

9.6 No Severance Pay Or Benefits If Terminated for Cause: In the event this Agreement, along with Employee's employment as Director of Parks & Recreation, is terminated by Employer for cause as provided in this Section 9, Employer shall pay Employee's salary up to the effective date of Employee's termination plus unused Holiday compensation. If Employee is terminated for cause as provided in this Section 9, however, Employee shall not be entitled to, and Employer shall be under no obligation to provide to Employee, any of the benefits provided under this Section 9.

9.7 Voluntary Termination: In the event of voluntary resignation, Employee shall be compensated in the manner set forth in this Section 9.

## **SECTION 10 - ILLNESS OR INJURY, DISABILITY AND DEATH**

10.1 Cessation of Work Due to Non-Permanent Illness Or Injury: Employer reserves the right to terminate Employee's employment along with this Agreement if Employee ceases to work as a result of illness or injury:

- a. Which does not arise out of the course of employment;
- b. Which does not limit a major life activity within the meaning of California's Fair Employment & Housing Act; and
- c. Where the cessation of work endures beyond the longer of the following:  
(i) four (4) successive weeks beyond Employee's accrued sick leave; or (ii) a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

10.2 Disability: Employer reserves the right to terminate Employee's employment along with this Agreement after Employee suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of Employee's essential job duties, unless reasonable accommodation can be made to allow Employee to continue working. The foregoing notwithstanding, Employer may terminate Employee if the disability poses a direct threat to Employer, Employee or any other employees working for Employer and any reasonable accommodation attempted by Employer would not mitigate or eliminate such a threat.

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

10.4 Medical Examination: Employee agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the Employer, in the event a decision must be made under Section 10. Employer and Employee shall receive a copy of all medical reports related to the examination.

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

10.6 Compensation Upon Termination: Except as otherwise provided, if Employee's employment is terminated pursuant to this Section 10, Employer shall provide Employee with the same compensation and benefits provided under Section 9. If termination is caused by Employee's death, Employer shall provide the compensation and benefits otherwise due

Employee to Employee's executor, administrator, heirs, personal representatives, successors, and assigns.

10.7 Nature of Termination: Termination under this Section 10, shall not be considered "for cause" for the purposes of this Agreement. Further, nothing in this Section 10 shall be construed to limit or prohibit Employer's right to terminate Employee without cause as provided in Section 9, above, or "for cause" as provided in Section 9, above.

## **SECTION 11 - OUTSIDE ACTIVITIES**

11.1 Limitations on Outside Activities: During the term of this Agreement, Employee shall not directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer or director, become financially interested in any business enterprise that engages or intends to engage, in any business of whatever form within the City of Huntington Park or that engages in, or intends to engage in, any business or contractual relationship with the City of Huntington Park or the Huntington Park Parks and Recreation Department. Employee shall not engage in any other business duties or pursuits for any other person, city, county, agency or organization, whether for compensation or otherwise, without the prior written consent of Employer.

## **SECTION 12 - [RESERVED —NO TEXT]**

## **SECTION 13 - DEFERRED COMPENSATION PLAN**

13.1 Deferred Compensation Plan: Deferred Compensation plan available at Employee's cost.

## **SECTION 14 - HOLIDAYS**

14.1 Unit of Measure for Holidays: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

14.2 Holidays Falling on Non-Work Days: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

14.3 List of Holidays: Refer to the Compensation Plan & Personnel Rules for Non-Represented Employees 2014-2015 Plan, as amended, from time to time.

## **SECTION 15 - GENERAL PROVISIONS**

15.1 Manner of Notice: Any notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change address by written notice in accordance with this paragraph:

EMPLOYER: City of Huntington Park  
Huntington Park City Council  
6550 Miles Ave.  
Huntington Park, CA 90255

EMPLOYEE: [Deliver to last updated address in personnel file]

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing, unless otherwise indicated herein.

15.2 Modifications: No modification, amendment or addition to this Agreement shall be valid, binding or enforceable against Employer, unless it is reduced to the form of a written agreement (i.e., a contract) and such written agreement is (i) reviewed, approved as to form and signed by the Huntington Park City Attorney utilizing her independent judgment and expertise and (ii) signed by the City Manager. Employee acknowledges, understands and agrees that no agreement, promise, representation or assurance (whether verbal or in writing) nor any course of conduct shall constitute a valid, binding or enforceable modification, amendment or addition to this Agreement unless all of the foregoing prerequisites are satisfied.

**Employee's Initials:**\_\_\_\_\_ **Date:**\_\_\_\_\_

15.3 Effect of Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

15.4 Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

15.5 Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event either party initiates legal action against the other, venue shall lie exclusively within the jurisdiction of the Los Angeles County Superior Court, if initiated in state court, and the United District Court for the Central District of California, if initiated in Federal District Court.

15.6 Mediation: In the event either party initiates legal action against the other to enforce this AGREEMENT or any alleged violation of federal or state laws applicable employment relationship created hereunder, whether such action is brought in federal court or state court, the parties agree that they shall first submit the controversy to non-binding mediation. The parties agree to split the cost of a mutually approved mediator.

15.7 Attorneys' Fees: Except as otherwise required by applicable state or federal law, each party agrees to pay for its respective attorneys' fees and costs incurred during the course of litigation initiated by either party, regardless of which party prevails.

15.8 Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges and agrees that no representation, inducements, promises, assurances or agreements (whether oral or written) have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, promise or assurance not contained in this Agreement shall be valid, binding or enforceable against either party. Further, Employee

acknowledges, understands and agrees that no subsequent agreement, promise, representation or assurance (whether oral or written) nor any course of conduct shall constitute a valid, binding or enforceable modification, amendment, addition or replacement of this Agreement unless such agreement, promise, representation, assurance or expectation derived from a course of conduct is reduced to the form of a written agreement (i.e., a written contract) and such written agreement is (i) reviewed, approved as to form, and signed, by the Huntington Park City Attorney using her independent judgment and expertise and (ii) is signed by the City Manager.

IN WITNESS WHEREOF, the City of Huntington Park has caused this Agreement to be signed on its behalf by the City Manager and duly attested to by its City Clerk and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**CITY OF HUNTINGTON PARK**

**EMPLOYEE**

By: \_\_\_\_\_  
Julio Morales, Interim City Manager

By: \_\_\_\_\_  
Josette Espinosa

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Isabel Birrueta, City Attorney

By: \_\_\_\_\_  
City Clerk

# **CITY OF HUNTINGTON PARK**

## **City Council Meeting Agenda Monday, January 5, 2015**

### **PUBLIC HEARING**

#### **COMMUNITY DEVELOPMENT**

##### **Item**

- 11. Adoption of an Ordinance Amending Article 18 of Chapter 2, and Article 23 of Chapter 3, all of Title 9, and adding Article 19 to Chapter 7 of Title 4 of the Huntington Park Municipal Code Regarding Marijuana Regulation and Enforcement.**

This item is going to be continued



## **CITY OF HUNTINGTON PARK**

Community Development Department  
*City Council Agenda Report*

January 5, 2015

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

Dear Mayor and Members of the City Council:

### **CONSIDERATION TO REAPPOINT EDDIE CARVAJAL TO THE PLANNING COMMISSION, CURRENT TERM ENDING JANUARY 16, 2015.**

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

1. Approve reappointing Eddie Carvajal to the Planning Commission for a new four-year term ending January 16, 2019.

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

Planning Commissioner Eddie Carvajal is seeking reappointment to serve a new four-year term on the Planning Commission. Mr. Carvajal's term will expire on January 16, 2015. If reappointed, the new four-year term will expire on January 16, 2019.

#### **FISCAL IMPACT/FINANCING**

The Planning Commission meets monthly and each Planning Commissioner receives a \$75.00 stipend for each meeting or \$900.00 annually.

Planning Commission is budgeted for fiscal year 2014-2015, under Account Number 111-0120-413.19-05.

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

The Planning Commission has the authority to approve land use entitlements such as Conditional Use Permits, Development Permits, Variances, and Tentative Parcel Maps for commercial, residential and industrial developments. The Planning Commission also makes recommendations to the City Council for final determination on Development Agreements, General Plan Amendments, Specific Plans, Zoning Map Amendments, Zoning Code Amendments, and other zoning related ordinances and regulations.

# CONSIDERATION TO REAPPOINT EDDIE CARVAJAL TO SERVE ON THE PLANNING COMMISSION

January 5, 2015

Page 2 of 2

Per City Council Resolution 2006-54, Planning Commissioners are subject to a limit of three consecutive terms. The Planning Commission consist of five members appointed by the City Council and each are appointed to a staggered four year term. The Planning Commission meets once a month at 6:30 P.M. on every third Wednesday of the month.

On May 4, 2009, Mr. Carvajal was appointed by the City Council to fill an unexpired term in the Planning Commission that is set to expire on January 16, 2015.

Pursuant to the Huntington Park Municipal Code, Mr. Carvajal is eligible to serve three additional consecutive full-terms as Planning Commissioner since he has only served one partial term, from May 4, 2009 to January 16, 2015.

## **CONCLUSION**

Upon reappointment, Mr. Carvajal will serve on the City's Planning Commission for a four-year term that will expire on January 16, 2019.

Respectfully submitted,

JULIO MORALES  
Interim City Manager

MANUEL ACOSTA  
Economic Development Manager

## **ATTACHMENTS:**

A: Application for Service on City Commission





# CITY OF HUNTINGTON PARK

## Application for Service on City Commission or Committee

\_\_\_ Appointment

☒ Reappointment

(Please check the commission on which you wish to serve)

<input type="checkbox"/>	Parks, Arts, Recreation & Culture (PARC) Commission	<input type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Historic Preservation Commission	<input checked="" type="checkbox"/>	Health & Education Commission
<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	

Name Eddie CARVAJAL Telephone: Day 323-637-0118

E-mail address Eddie my Agent @ GMAIL .com Evening 323-581-7834

Residence address 3376 Flower St Huntington Park CA 90255

Resident of HP for 40 years

Do you work in HP? NO If yes, how long? \_\_\_\_\_

Describe any qualifications, experience and education, as well as any technical or professional background you may have relative to the duties of this position.

ON File

Other volunteer activities or organizations you are involved with.

ON File

Briefly state reasons why you are interested in serving on a commission or committee.

I would like to continue serving our city and protect the Huntington Park Municipal code.

List city, county, or other commissions or committees on which you have served and year(s) served.

ON File

What are your goals in serving on this commission/committee.

To shape our city into the next decade as an advisor  
to the General Plan I will continue to ~~advise~~ Recommend  
what form and shape the community will take in the  
Future.

Applicants are advised they may be requested to file Conflict of Interest Statements pursuant to Fair Political Practices regulations. Information will be provided by the Office of the City Clerk.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature 

Date 12-20-14

Please note: applications will be kept on file two (2) years for consideration for future vacancies. When completed, mail/submit original to the Office of the City Clerk, City of Huntington Park, 6550 Miles Avenue, Room 148, Huntington Park, CA 90255.

**PARC COMMISSION**

- 7 members
- A minimum of 5 shall be residents of the City  
a maximum of 2 may be non-residents but must  
do business or be involved with a business operating  
in the City
- 3 year term
- Meets 2<sup>nd</sup> Wednesday at 6 p.m. in  
January, March, May, July, September & November

**PLANNING COMMISSION**

- 5 members
- Must be a resident of the City
- 4 year term
- Meets 3<sup>rd</sup> Wednesday each month at 5:00 pm

**CIVIL SERVICE COMMISSION**

- 5 members
- Must be a resident of the City
- 6 year term
- Meets when needed

**HISTORIC PRESERVATION COMMISSION**

- 5 members
- A minimum of 3 shall be residents of the City  
a maximum of 2 may be non-residents, must be  
professionals in the field of discipline of  
Architecture, Urban Planning, American Studies,  
Geography, Archeology or other Historic  
Preservation Fields.
- 4 year term
- Meets 3<sup>rd</sup> Tuesday every other month at 5 p.m.

**HEALTH & EDUCATION COMMISSION**

- 5 members
- Must be a resident of the City or work in education  
or health related field within the City
- 4 year term
- Meets on as-needed basis 6 meetings per year.

(Unless otherwise noted, all meetings are held in the City Hall Council Chambers,  
6550 Miles Avenue, Huntington Park)



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

January 5, 2015

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

Dear Mayor and Members of the City Council:

**FIRST READING OF AN ORDINANCE AMENDING SECTION 6-2.107 (UNLAWFUL AND PROHIBITED ACTS) OF ARTICLE 1 (COLLECTION OF SOLID WASTE) OF CHAPTER 2 (SOLID WASTE) OF TITLE 6 (SANITATION AND HEALTH) OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING CONTAINMENT OF GARBAGE AND TRASH ON PREMISES**

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

1. Conduct a public hearing;
2. Consider all public testimony and staff's analysis;
3. Approve the First Reading of an Ordinance amending Section 6-2.107 of Article 1 of Chapter 2 of Title 6 of the Huntington Park Municipal Code regarding containment of garbage and trash on premises.

**BACKGROUND**

This ordinance will amend the existing trash ordinance to ensure that trash bins are maintained in an orderly manner and, more importantly, that merchant trash bins are not placed in City-owned parking lots. This information will be disseminated to existing merchants on Pacific Blvd.

**FISCAL IMPACT/FINANCING**

Expected fines will be \$100; enforcement is expected to be limited and only in cases where significant violations exist.

FIRST READING OF AN ORDINANCE AMENDING SECTION 6-2.107 (UNLAWFUL AND PROHIBITED ACTS) OF ARTICLE 1 (COLLECTION OF SOLID WASTE) OF CHAPTER 2 (SOLID WASTE) OF TITLE 6 (SANITATION AND HEALTH) OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING CONTAINMENT OF GARBAGE AND TRASH ON PREMISES

January 5, 2015

Page 2 of 2

**CONCLUSION**

Based on the aforementioned, staff recommends that the City Council approve the first reading of the proposed ordinance. If approved, the second reading and final adoption will be scheduled for a subsequent City Council meeting.

Respectfully submitted,



JULIO F MORALES  
Interim City Manager

**ATTACHMENTS**

A: Ordinance

ORDINANCE NO. 935-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF HUNTINGTON PARK, CALIFORNIA,  
AMENDING SECTION 6-2.107 (UNLAWFUL AND  
PROHIBITED ACTS) OF ARTICLE 1 (COLLECTION  
OF SOLID WASTE) OF CHAPTER 2 (SOLID WASTE)  
OF TITLE 6 (SANITATION AND HEALTH) OF THE  
HUNTINGTON PARK MUNICIPAL CODE REGARDING  
CONTAINMENT OF GARBAGE AND TRASH ON  
PREMISES

**WHEREAS**, the City Council finds that maintaining a clean City serves the health, safety, and welfare of the community; and

**WHEREAS**, the City Council finds that a persistence of litter and trash wrongfully outside of designated containers and partly due to scavenging, harms the health, safety, and welfare of the community; and

**WHEREAS**, the City Council desires to strengthen and enhance existing regulations to address this problem; and

**WHEREAS**, the following chapters of the City of Huntington Park Municipal Code, among others, regulate the containment, placement, collection, and disposal of solid waste: Chapter 11 (Nuisances) of Title 5 (Public Welfare, Morals, and Conduct); and Chapter 2 (Garbage and Rubbish) of Title 6 (Sanitation and Health); as amended in 2014 by Ordinance No. 934-NS; and

**WHEREAS**, Sections 5-11.05.1, 6-2.100, and 6-7.03 of the Huntington Park Municipal Code and Section 40191 of California Public Resources Code consistently define “Solid Waste” to include garbage, trash, refuse, paper, rubbish, industrial wastes, and demolition and construction wastes, but not hazardous waste; and

**WHEREAS**, the City of Huntington Park has adopted the Los Angeles County Health Code as the City’s Public Health Code, and Section 11.16.020 thereof states: “The owner, agent or manager of any premises shall maintain such premises in a clean, sanitary condition, free from

1 accumulations of garbage, rubbish, refuse and other wastes at all times, except as provided by the  
2 provisions of this Division 1 or other applicable laws”; and

3 **WHEREAS**, Huntington Park Municipal Code Section 5-11.05.2 requires persons in control  
4 of any real property in the City to place garbage, rubbish, and waste matter in an enclosed container  
5 that prevents it from being “transferred about the premises or adjacent premises by wind or other  
6 natural causes,” and Section 6-2.105 requires that such containers be “sealed [and] watertight,” and  
7 their “lids shall remain closed at all times that the Container is unattended”; and

8 **WHEREAS**, Huntington Park Municipal Code Section 6-2.105 further provides that such  
9 containers may be relocated onto a City parking lot within an approved enclosure only with the  
10 approval of the City Manager upon a determination of lack of space; and

11 **WHEREAS**, it is the purpose and intent of this Ordinance to promote the health, safety, and  
12 general welfare of the residents and businesses within the City; and

13 **WHEREAS**, the City Council has considered evidence presented by City Staff and the  
14 public at a duly noticed public hearing.

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

18  
19 **SECTION 1.** Section 6-2.107 (Unlawful and Prohibited Acts) of the Huntington Park  
20 Municipal Code is hereby amended to add the following subparts h and i:

21  
22 h. It is unlawful for any Person who is the owner, agent, tenant or person in control of  
23 premises to engage in, cause, permit, suffer, or allow the presence of Solid Waste outside of a  
24 Container, or the removal of Solid Waste from a Container, on the subject premises. The owner,  
25 agent, tenant or person in control of the premises shall take all reasonable measures necessary to  
26 prevent violations of the foregoing and to maintain such premises in a clean, sanitary condition, free  
27  
28

from Solid Waste, including, without limitation, keeping Containers locked except during use and scheduled Collection in accordance with the Solid Waste Collection service.

i. It is unlawful for any Person who is the owner, agent, tenant or person in control of premises to engage in, cause, permit, suffer, or allow Containers assigned to the subject premises to be placed on any property except where lawfully permitted.

**SECTION 2.** Adoption and implementation of this ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15060(c)(2) of the CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 et seq.) (activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and it is exempt pursuant to CEQA Guidelines section 15061(b)(3) because the City Council finds no possibility that the adoption of this ordinance will have a significant effect on the environment.

**SECTION 3.** Should any provisions of this ordinance be determined to be invalid or unconstitutional, all other provisions shall remain in full force and effect as approved.

**SECTION 4.** The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the same to be published as prescribed by law.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of **January, 2015**.

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

ATTEST:

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





# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

January 5, 2015

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

Dear Mayor and Members of the City Council:

## **APPROVE PACIFIC BOULEVARD PEDESTRIAN IMPROVEMENT PROJECT**

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

1. Approve the Pacific Boulevard Pedestrian Improvement Project's - Phase I Implementation Plan; and
2. Authorize the City Manager to proceed with the preparation of construction documents and implementation of the project's Phase I scope.

### **BACKGROUND**

City staff presented the Pacific Boulevard Streetscape Design Plan to the City Council at its June 2, 2014 meeting. The plan contained a preferred alternative for a series of pedestrian improvement to be implemented along Pacific Boulevard within Downtown Huntington Park. The "Barcelona concept" represented a long-range vision for Pacific Blvd. However, the costs for these types of improvements far exceed currently available grant funding.

In 2014, the City was awarded \$2.7 million in Metro Call for Project grant monies to fund pedestrian improvements along Pacific Blvd. These improvements must be completed by the end of 2016. Staff has developed a recommended Phase I plan for "high impact" street improvements, which can be implemented by the required timeline.



PACIFIC BOULEVARD PEDESTRIAN IMPROVEMENT PROJECT – PHASE I IMPLEMENTATION  
PLAN

January 5, 2015

Page 2 of 4

Funding for Pacific Blvd. improvements consists of a combination of a Metro grant, local funds, and non-cash “soft” contribution as shown in the following table.

<b>Funding Source</b>	<b>Amount</b>	<b>Percent</b>
Metro Grant	\$2,676,000	69%
City’s Local Match Contribution	\$1,224,874	31%
<b>Total</b>	<b>\$3,900,874</b>	<b>100%</b>

### **FISCAL IMPACT/FINANCING**

The \$2.7 million Metro grant will be used primarily for the design, construction, and implementation of the pedestrian improvements along Pacific Boulevard, and the \$1.3 million local match contribution will be used for related project enhancements. The City’s local match contribution consists of a combination of both cash and “in-kind” contribution in the form of city staff support. The City has already expended approximately \$400,000 in expenses associated with the project’s design and community outreach activities. City staff is exploring the possibility of receiving credit from Metro towards the project’s local match requirement for expenditures made towards the larger Downtown Redevelopment project. This will allow the City to leverage its limited financial resources. The City’s local match contribution will consist of the following components, pending Metro’s approval. The breakdown of the City’s local match contribution is shown below.

<b>Item</b>	<b>Source</b>	<b>Amount</b>
Project Design and Community Outreach	CDBG	\$400,000
Staff Support (In-kind contribution)	General Fund	\$90,000
Tivoli LED Lights	Measure R	\$30,000
Security Cameras along Pacific Boulevard	Police	\$400,000
Facade Improvements	CDBG	\$300,000
	<b>Total</b>	<b>\$1,220,000</b>

Both the security camera and facade improvement costs are subject to special Metro approval in order for them to be counted towards the pedestrian improvement project’s local match contribution.

### **LEGAL AND PROGRAM REQUIREMENTS**

Metro executed a Funding Agreement (FA) with the City on February 10, 2014, that allows the city to expend the \$2.6 million in grant funding for eligible project expenditures. The FA contains a scope of work and budget that specify the improvements on which the grant funds and the City’s local match contribution are to be spent. A detailed review of the Pacific Boulevard Streetscape Plan was conducted in order to identify the plan recommendations that can be implemented through the use of the Metro grant.

City staff worked with a design consultant during the week of November 3, 2014 to review the streetscape plan and develop a Phase I project scope and budget that can be implemented with the available local and grant funding, and before the June 30, 2016

PACIFIC BOULEVARD PEDESTRIAN IMPROVEMENT PROJECT – PHASE I IMPLEMENTATION  
PLAN

January 5, 2015

Page 3 of 4

lapsing date of the Metro grant. Staff provided guidance to the design consultant in order to identify streetscape furniture elements that are consistent with the Streetscape Plan's overall design and district identity concept.

The following table contains the proposed Phase I project budget.

<b>Improvements</b>	<b>Cost Estimate</b>
1. Street Furniture Benches Shade Structures Bus Shelters Trash Receptacles	\$537,000
2. Signage Pedestrian Directional Signs Monument Signs	\$243,400
3. Pedestrian and Bicycle Improvements Enhanced Crosswalks Pedestrian Countdown Signals Bike Racks	\$90,900
4. Landscaping New Planters and Plant Materials	\$150,000
5. Sidewalk Improvements New Curb and Gutters New Sidewalks Parking Meter Relocation	\$593,808
<b>Total Improvements Cost</b>	<b>\$1,615,108</b>
Demolition Costs	\$214,392
<b>Total Construction Cost</b>	<b>\$1,829,500</b>
Project Contingency (18% of Construction Cost)	\$329,310
Project Escalation (8% of Construction Cost)	\$146,360
<b>Total Hard Cost</b>	<b>\$2,305,170</b>
Project Design (8% of Hard Cost)	\$184,414
Project Management (7% of Hard Cost)	\$161,362
<b>TOTAL PHASE I PROJECT COST</b>	<b>\$2,650,946</b>

## **CONCLUSION**

Upon City Council approve, staff will proceed with the Pacific Blvd. Phase I Implementation Plan, continue filing quarterly status reports with Metro, and continue monitoring Measure R and other grant budgets to ensure compliance with Metro guidelines.

Respectfully submitted,



Manuel Acosta  
Housing and Community Development Manager



JULIO MORALES  
Interim City Manager