

# CITY OF HUNTINGTON PARK

## City Council

### Regular Meeting

#### Agenda

**Tuesday, July 21, 2020**

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

**Manuel “Manny” Avila**  
Mayor

**Graciela Ortiz**  
Vice Mayor

**Karina Macias**  
Council Member

**Marilyn Sanabria**  
Council Member



**Eduardo “Eddie” Martinez**  
Council Member

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

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

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

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

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

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

### **Public Comment**

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

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

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

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

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

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

## **Additions/Deletions to Agenda**

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

## **Important Notice**

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

## **CALL TO ORDER**

## **ROLL CALL**

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

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATION(S) - None**

## **PUBLIC COMMENT**

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

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

## **STAFF RESPONSE**

## **RECESS TO CLOSED SESSION**

## **CLOSED SESSION**

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

RECONVENE TO OPEN SESSION

**CLOSED SESSION ANNOUNCEMENT**

**CONSENT CALENDAR**

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

**OFFICE OF THE CITY CLERK**

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

- 1-1. **Regular City Council Meeting held July 7, 2020**

**FINANCE**

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

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**PUBLIC WORKS**

3. **CONSIDERATION AND APPROVAL OF RESOLUTION EXECUTING TRANSFER AGREEMENT NO. 2020MP34 SAFE, CLEAN WATER PROGRAM BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF HUNTINGTON PARK**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No. 2020-50, designating the City Manager to sign Transfer Agreement No. 2020MP34.
4. **CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE AND RECYCLING CONSULTING SERVICES**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve a Professional Services Agreement (PSA) with Municipal Waste Solutions (MWS) for a not-to-exceed amount of \$56,210 payable from Account No. 285-8050-432-56.41; and
2. Authorize the City Manager to execute the PSA.

**POLICE**

**5. APPROVE PURCHASE AND INSTALLATION OF BI-DIRECTIONAL AMPLIFIER (BDA) SYSTEM NEEDED FOR NEWLY INSTALLED ICI RADIO SYSTEM**

1. A copy of the Staff Report will be available on Monday, July 20, 2020 at the City Clerk's Office.

**FINANCE**

**6. CONSIDERATION AND APPROVAL OF A RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2020-2021**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No. 2020-51, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2020-2021 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2020.

**PUBLIC HEARING**

**7. CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL SPECIAL TAX FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR 2020-2021**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 2020-52 Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2020-2021.

**8. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING COLLECTION OF DELINQUENT REFUSE CHARGES PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE COLLECTION FEES)**

## RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 2020-53, Directing the County Assessor to include delinquent refuse collection fees as a special assessment to be collected at the same time and in the same manner as County taxes (172.54 Refuse Collection Fees).

## END OF REGULAR AGENDA

### DEPARTMENTAL REPORTS (Information only)

### WRITTEN COMMUNICATIONS

### COUNCIL COMMUNICATIONS

**Council Member Eduardo “Eddie” Martinez**

**Council Member Marilyn Sanabria**

**Council Member Karina Macias**

**Vice Mayor Graciela Ortiz**

**Mayor Manuel “Manny” Avila**

### ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, August 4, 2020 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hPCA.gov](http://www.hPCA.gov) not less than 72 hours prior to the meeting. Dated this 17th day July 2020.



Sergio Infanzon, Acting City Clerk

**ITEM NO. 1**

**MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD JULY 7, 2020**



## **MINUTES**

### **Regular Meeting of the City of Huntington Park City Council Tuesday, July 07, 2020**

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

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:01 p.m. on Tuesday, June 16, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

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

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

### **INVOCATION**

Invocation was led by Council Member Sanabria.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Macias

### **PRESENTATIONS**

Vice Mayor Ortiz presented a certificate of recognition to "Habana San Juan Barberia" on their 50<sup>th</sup> Celebration Anniversary as a business in The City. The Mayor will deliver the certificate outside the City Council chambers at a later date due to the COVID-19.

Mayor Avila presented a certificate of recognition to "Juan Toño Ramon" on his 99<sup>th</sup> birthday. The Mayor will deliver the certificate outside the City Council chambers at a later date due to the COVID-19.

### **PUBLIC COMMENT**

No Public Comment Cards were submitted by the public.

### **STAFF RESPONSE**

No staff response

## **CLOSED SESSION**

At 6:05 p.m. City Attorney Araceli Almazan, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2) [One matter]
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2) [One matter]
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(1)(d) Name of case: Humberto Lozano (deceased) v City of Huntington Park Claim No. 16-126100

At 7:30 p.m., Mayor Avila reconvened to open session with all Council Members present.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Aracely Almazan announced all five Council Members were present and briefed on closed session items 1., 2., and 3. 1). No final action was taken, nothing to report. 2). No final action taken, nothing to report, 3). No final action taken, nothing to report.

## **CONSENT CALENDAR**

**Motion:** Council Member Sanabria moved to approve the consent calendar from the July 7, Regular Meeting, seconded by Council Member Macias, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

**\*Vice Mayor Ortiz recused herself from participating of the discussion and voting of the consent calendar items.**

## **OFFICE OF THE CITY CLERK**

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

- 1-1. Special Regular City Council Meeting held on June 11, 2020
- 1-2. Regular City Council Meeting held on June 16, 2020

## **FINANCE**

**2. Approve Accounts Payable and Payroll Warrant(s) dated July 7, 2020**

**PUBLIC WORKS**

- 3. CONSIDERATION AND APPROVAL AUTHORIZING SUBMITTAL OF PROPOSITION 68 GROUNDWATER TREATMENT AND REMEDIATION GRANT PROGRAM APPLICATION**
- 4. APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-05 HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENTS**

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**PUBLIC WORKS**

- 5. CONSIDERATION AND APPROVAL OF THE REALLOCATION OF FUNDS AND ALLOCATION AND APPROPRIATION FOR THE EXPENSE OF IMPORTED WATER**

Assistant City Manager Raul Alvarez announced the item and introduced Director Cesar Roldan to present the item.

**Motion:** Vice Mayor Ortiz moved to approve the reallocation of funds and allocation and approval for the expense of imported water, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

**ROLL CALL:**

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

- 6. CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT.**

Assistant City Manager Raul Alvarez announced the item and introduced Director Cesar Roldan to present the item.

**Motion:** Vice Mayor Ortiz moved to approve the award of a construction contract for CIP 2018-08 Huntington Park Greenway Project, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

**ROLL CALL:**

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

**\*Councilmember Sanabria recused herself from participating of the discussion and voting of the consent calendar items.**

**7. CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT.**

Assistant City Manager Raul Alvarez announced the item and introduced Director Cesar Roldan to present the item.

**Motion:** Mayo Avila moved to approve the award of a construction contract for CIP 2018-10 Zoe Avenue trench and pavement repair project, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS** (Information only)

Public Works Director Cesar Roldan reported that the City received approximately 300 Oil Change Kits that are available for the residents. Council Member Sanabria asked the City Manager's office to let the public know about this opportunity.

**WRITTEN COMMUNICATIONS** – None.

**COUNCIL COMMUNICATIONS**

Council Member Martinez thanked the staff for the effort to reduce illegal fireworks in the City during the 4<sup>th</sup> of July Celebration. He also reminded everyone to be counted for the Census.

Council Member Sanabria thanked staff and announced the next senior food pantry on July 16<sup>th</sup> from 12 to 3 pm for registered participants.

Council Member Macias thanked staff for their work during the COVID-19 period. She reminded everyone watching the meeting to wear a mask and about the importance of keeping us and our families safe. She also thanked staff for continue providing services to the residents.

Vice Mayor Ortiz thanked staff for the hard work during this difficult time, and she specially thanked Public Works and the Police Department for their support during the food distributions and other events to help the community. She also added that during challenging situations when there is danger, the police department always face the situation and protects the community. School police and other safety entities are going through a difficult time, facing budget cuts and other critical situations, however, their work is very positive. There was a protest on 4 of July, and it is good that we are able to celebrate 4th of July with freedom of speech, however, the harassment and foul language used towards the police officers on that day is not acceptable. She stated that nevertheless, this is part of the times we are currently facing. She thanked the staff and police officers one more time.

Mayor Avila thanked the Chief and police department for taking care of Pacific Boulevard. He also reminded people to wear a mask, and keep their social distance.

#### **ADJOURNMENT**

Mayor Avila adjourned the meeting at 7:44 p.m. on Memory of Vanessa Guillen, to a Regular Meeting on Tuesday, July 21, 2020 at 6:00 P.M.

Respectfully submitted,



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Sergio Infanzon  
Acting City Clerk



**ITEM NO. 2**

**ACCOUNTS PAYABLE AND PAYROLL WARRANTS DATED JULY 21, 2020**



## City of Huntington Park List of Funds

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



**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**

**WR 7-21-20**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
4IMPRINT INC	199-16437	111-6040-451.61-35	P&R STAFF HATS	\$873.86
ALADDIN LOCK & KEY SERVICE	30116	111-8010-431.61-21	PW KEYS TRASH ENCLOSURES	205.35
ALAN'S LAWN AND GARDEN CENTER, INC.	957666	535-8090-452.61-20	P&R MAINTENANCE SUPPLIES	\$205.35
	957857	535-8090-452.74-10	P&R MAINTENANCE SUPPLIES	8,448.92
AMERICAN FAMILY LIFE ASSURANCE	170207	111-0000-217.50-40	CANCER INSURANCE 6/2020	2,343.21
AMUSEMENT INDUSTRY INC	1427-21340	681-0000-228.70-00	WATER CREDIT REFUND	\$10,792.13
				371.20
ARAMARK UNIFORM & CAREER APPAREL	22545526	111-0110-411.58-25	COUNCIL MEMBER EXPENSE	\$371.20
	22545526	111-0210-413.59-15	ADMIN CITY MANAGER EXPENSE	\$7,504.03
	000535217486	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	51.79
AT&T	000014848726	111-7010-421.53-10	PD DISPATCH PHONE SRVC	51.78
	000014927974	111-7010-421.53-10	PD DISPATCH PHONE SRVC	123.37
ATT&T MOBILITY	993625860X01420	111-7010-421.53-10	PD WIRELESS PHONE SRVC	\$226.94
ATT&T PAYMENT CENTER	5/28/20-6/27/20	111-7010-421.53-10	PD PHONE SRVC	547.91
AY NURSERY INC.	0109532	535-8090-452.61-20	PURCHASE OF TREES	372.33
BC TRAFFIC SPECIALIST	0050425-IN	111-8010-431.73-10	DELINEATORS WITH BASES	\$920.24
BOB BARKER COMPANY INC.	WEB000674551	121-7040-421.56-14	PD JAIL SUPPLIES	5,180.56
BRINK'S INCORPORATED	3372142	111-9010-419.33-10	BANK TRANSPORT SRVC 6/2020	\$4,939.20
	3372143	111-9010-419.33-10	MONEY PROCESSING 6/2020	1,996.46
CAL PRIVATE BANK-FIT	PPE 06/28/2020	111-0000-217.20-10	FEDERAL TAX DEPOSIT	\$1,996.46
				\$1,996.46
CAL PRIVATE BANK-MEDICARE	PPE 06/28/2020	111-0000-217.10-10	MEDICARE TAX DEPOSIT	56.80
CAL PRIVATE BANK-SIT	PPE 06/28/2020	111-0000-217.20-20	STATE TAX DEPOSIT	\$497.47
				440.67
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 05/17/2020	111-0000-217.30-10	CITY WIDE RETIREMENT BENEFIT	\$129,210.75
	PPE 05/31/2020	111-0000-217.30-10	CITY WIDE RETIREMENT BENEFIT	38,170.51
	PPE 05/17/2020	111-0000-218.10-10	CITY WIDE RETIREMENT BENEFIT	38,819.97
	PPE 05/31/2020	111-0000-218.10-10	CITY WIDE RETIREMENT BENEFIT	68,464.10
				69,197.53
				\$214,652.11

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 7-21-20**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALPERS	100000016076424	111-0000-217.50-10	MEDICAL BENEFITS 7/2020	163,261.19
	100000016076424	111-9013-413.56-41	MEDICAL BENEFITS 7/2020	440.81
	100000016076424	217-7010-413.28-00	MEDICAL BENEFITS 7/2020	102,937.13
	100000016076424	217-9010-413.28-00	MEDICAL BENEFITS 7/2020	54,459.09
	100000016076424	217-9010-413.56-41	MEDICAL BENEFITS 7/2020	450.72
				<b>\$321,548.94</b>
CALPRIVATE BANK	2449215GWMFHFK1 2469216HT2XFRFY	111-0110-411.66-05 111-0110-411.66-05	COUNCIL MEETING EXPENSE COUNCIL MEETING EXPENSE	107.04
	2474400HB566FR9	111-0210-413.43-05	ADMIN COPIER SUPPLIES	106.94
	2469216HJ2XZRDB	111-3010-415.59-15	L.CASSIDY COVID-19 SEMINAR	10.86
	2449215H5RSANR2	111-9010-490.61-60	SENIOR MEAL PROGRAM	50.05
	2443106HLBNZAA	111-9010-490.61-60	SENIOR MEAL PROGRAM	100.00
	2449215HKRVK52T	111-9010-490.61-60	SENIOR MEAL PROGRAM	658.00
	2449215HMRJDMZH	111-9010-490.61-60	SENIOR MEAL PROGRAM	357.00
	2469216GX2Y12G3	111-9010-490.61-60	SENIOR MEAL PROGRAM	371.00
	2469216HK2XH9GW	111-9010-490.61-60	SENIOR MEAL PROGRAM	476.00
	2469216HL2XDVV3	111-9010-490.61-60	SENIOR MEAL PROGRAM	250.82
	2474400GWS66EDJ	111-9010-490.61-60	SENIOR MEAL PROGRAM	2,562.00
	2474400GX66EDJ	111-9010-490.61-60	SENIOR MEAL PROGRAM	1,294.05
				530.67
				<b>\$6,874.43</b>
CALPROMAX ENGINEERING, INC.	2	202-8080-431.73-10	CONSTRUCTION ATP CYCLE II	75,256.15
				<b>\$75,256.15</b>
CENTRAL BASIN MWD	HP-APR20 HP-MAY20	681-8030-461.41-00 681-8030-461.41-00	POTABLE WATER-APRIL 2020 POTABLE WATER-MAY 2020	134,366.39
				171,569.35
				<b>\$305,935.74</b>
CHARTER COMMUNICATIONS	0467069060720 0514415070120 106964801070120 0389644070120	111-7010-421.53-10 111-7010-421.53-10 111-7010-421.53-10 121-7040-421.56-14	PD INTERNET SRVC 6/7/7/6/20 PD INTERNET SRVC 6/30/7/2/9/20 PD ICI JPA SYSTEM 7/2020 PD CABLE SRVCS 7/2020	1,650.00 654.85 691.09 292.34
				<b>\$3,288.28</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 06/28/2020	111-0000-217.30-30	MEDICAL REIMBURSEMENT 125	423.75
				<b>\$423.75</b>
CITY OF HUNTINGTON PARK GEA	PPE 06/28/2020	111-0000-217.60-10	GEA ASSOCIATION DUES	684.95
				<b>\$684.95</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 06/28/2020	111-0000-217.50-40	SUPPLEMENTAL INSURANCE	899.89
				<b>\$899.89</b>
CONCENTRA MEDICAL CENTERS	14138151	111-2030-413.56-41	FIN BUNDLED FEE TEST	60.00
				<b>\$60.00</b>
CONTRERAS GARDEN SUPPLY	06/30/2020	535-8090-452.43-20	REPAIRS PARK MAINTENANCE EQUIP	355.00
				<b>\$355.00</b>
COUNTY OF LOS ANGELES PUBLIC HEALTH	IN0837835	111-6010-451.56-41	SPLASH PAD HEALTH PERMIT	672.00
				<b>\$672.00</b>
				<b>\$672.00</b>

**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CREATIVE BUS SALES, INC.	5201280	741-8060-431.43-20	A/C CONDENSER FAN-SHUTTLES	\$971.61
DATA TICKET INC.	113472	111-7065-441.56-41	ANIMAL CITATIONS 5/2020	63.00
	113572	111-7065-441.56-41	PUBLIC SAFETY CITES 5/2020	31.50
DATAPROSE, INC.	DP2002302	681-3022-415.53-20	WATER BILLS POSTAGE 6/2020	1,277.82
	DP2002302	681-3022-415.56-41	WATER BILLS 6/2020	913.07
	3P48922	681-8030-461.54-00	2019 CONSUMER REPORT	1,440.00
				\$3,630.89
DAY WIRELESS SYSTEMS	INV635789	111-7010-421.56-41	MAINTENANCE AGREEMENT 3/1-6/30/20	2,962.40
	INV635742	111-7010-421.74-10	PD RADIO INSTALL	1,502.27
	INV635743	111-7010-421.74-10	PD RADIO INSTALL	1,502.27
	INV635744	111-7010-421.74-10	PD RADIO INSTALL	1,502.27
	INV635745	111-7010-421.74-10	PD RADIO INSTALL	751.16
	INV635746	111-7010-421.74-10	PD RADIO INSTALL	1,523.92
	INV635747	111-7010-421.74-10	PD RADIO INSTALL	1,523.92
				\$11,268.21
DELTA DENTAL	BE003982904	111-0000-217.50-20	DELTA PREMIUM 7/2020	8,040.07
				\$8,040.07
DELTA DENTAL INSURANCE COMPANY	BE003980586	111-0000-217.50-20	DELTA PREMIUM 7/2020	2,398.96
DEPARTMENT OF ANIMAL CARE & CONTROL	MAY 2020	111-7065-441.56-41	ANIMAL HOUSING MAY 2020	\$2,398.96
DUNN EDWARDS CORPORATION	2009296239	111-8095-431.61-50	GRAFFITI SUPPLIES	7,958.51
				\$7,958.51
ELECNOR BELCO ELECTRIC, INC	14-04347-010	207-0000-206.00-00	RETENTION-SIGNAL SYNCHBUS	158.01
	14-04347-010	209-0000-206.00-00	RETENTION-SIGNAL SYNCHBUS	\$158.01
	14-04347-010	222-0000-206.00-00	RETENTION-SIGNAL SYNCHBUS	33,531.76
				12,030.84
				5,133.93
ENTERPRISE FM TRUST	FBN3977925	111-7010-421.56-41	PD VEHICLE LEASE 6/2020	\$50,696.53
	FBN3977925	226-7010-419.74-20	PD VEHICLE LEASE 6/2020	97.04
				1,121.96
				\$1,219.00
EXPRESS TRANSPORTATION SERVICES LLC	HPE06012020	219-8085-431.56-43	HP EXPRESS-MAY 2020	13,703.00
	DAR06012020	219-8085-431.56-45	DIAL-A-RIDE JUNE 2020	2,025.00
F&A FEDERAL CREDIT UNION	PPE 06/28/2020	111-0000-217.60-40	EMPLOYEE DEDUCTION	\$15,728.00
				8,040.50
FAIR HOUSING FOUNDATION	4 QUARTER FY19/20	239-0272-463.57-87	HOUSING COUNSELING PROGRAM	\$8,040.50
FM THOMAS AIR CONDITIONING INC	41248	111-7024-421.56-41	PD AC SERVICE CALL	2,446.50
FRANCISCA SORTO	75914	111-0000-347.50-00	P&R CLASS REFUND	\$2,446.50
				\$545.00
				60.00
				\$60.00

**CITY OF HUNTINGTON PARK**  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GALLS, LLC	015834885 015834586 015853464 015853465 015853480 015853481 015960748	111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24	PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT	14.16 20.94 20.94 14.16 14.16 20.94 20.94
GATEWAY URGENT CARE CENTER	00173192-00 00174645-00	111-2030-413.56-41 111-2030-413.56-41	PD MEDICAL SRVC 3/3/20 PD MEDICAL SRVC 5/29/20	250.00 250.00
GLOBALSTAR USA	00000002610215	111-7010-421.53-10	PD PHONE SRVC	\$500.00
GRAINGER	9576516687	221-8014-429.61-20	TRAFFIC SIGNALS BREAKER BAR	86.50
GWMA	PROP1-20-03	111-8030-461.56-42	PROP 1 STORMWATER IMPLEMENT	\$86.50
HDL COREN & CONE	SIN001936 SIN001936	111-9010-419.56-41 111-9010-419.56-41	AUDIT SRVCS-SALES TAX Q4 CONTRACT SRVCS-SALES TAX	\$78.23 \$78.23
HERNANDEZ SIGNS, INC.	4436	111-8023-451.43-10	CUSTOM ORDER SNEEZE GUARDS	\$52,777.74
HOSE-MAN, INC.	4191148-0001-04	111-8023-451.43-10	AC HOSE,WRENCH & WIPES	1,200.00
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 06/28/2020	111-0000-217.60-10	PMA ASSOCIATION DUES	93.68
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 06/28/2020	111-0000-217.60-10	POA ASSOCIATION DUES	\$93.68
INFRAMARK LLC	52635 52766 52635 52636 52766 52513 52633 52751 52634	283-8040-432.56-41 283-8040-432.56-41 283-8040-432.74-10 681-8030-461.43-30 681-8030-461.56-41 681-8030-461.73-10 681-8030-461.73-10 681-8030-461.73-10 681-8030-461.76-08	SEWER RING REPAIRS SEWER UTILITY MAINT 6/2020 SEWER RING REPAIRS RTU UPGRADES 6/2020 WATER UTILITY MAINT 6/2020 VALVE REPLACEMENT PROJECT INSTALL 2 NEW WATER SRVCS LARGE METER REPLACEMENT INSTALL 1 NEW WATER SRVC	4,708.10 13,405.94 10,000.00 45,363.84 99,248.17 64,900.00 44,765.60 12,424.50 2,923.80
				<b>\$297,735.95</b>

**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INFRASTRUCTURE ENGINEERS	25218	111-8080-431.73-10	MGMT ATP CYCLE 2 6/2020	7,500.00
	25220	152-6010-451.73-10	HP GREENWAY PROJECT 6/2020	15,000.00
25259	202-8080-431.73-10		HAWK SIGNAL GAGE-BISSELL	4,647.22
2375	222-8010-431.73-10		CHANGE ORDER SYNCH/BUS	7,187.37
25221	222-8010-431.76-02		HP I-PARK SYSTEM 6/2020	2,518.20
25259	334-8080-431.73-10		HAWK SIGNAL GAGE-BISSELL	5,417.78
25217	681-8030-461.73-10		COFFAGE RESERVOIR WELL 15	1,800.00
				<b>\$44,070.57</b>
J316 BUILDER	1	111-7024-421.56-41	JANITORIAL SRVCS 6/2020	3,700.84
	1	111-8020-431.56-41	JANITORIAL SRVCS 6/2020	1,400.56
	2	111-8020-431.56-41	JANITORIAL SUPPLIES 6/2020	419.07
1	111-8022-419.56-41		JANITORIAL SRVCS 6/2020	4,344.72
	2	111-8022-419.56-41	JANITORIAL SUPPLIES 6/2020	931.26
	1	111-8023-451.56-41	JANITORIAL SRVCS 6/2020	11,473.09
	2	111-8023-451.56-41	JANITORIAL SUPPLIES 6/2020	3,306.00
				<b>\$25,575.54</b>
JDS TANK TESTING & REPAIR INC	14455	741-8060-431.43-20	ANNUAL AQMD VAPOR TEST	850.00
	14469	741-8060-431.43-20	MONTHLY TANK TESTING 4/20	135.00
	14589	741-8060-431.43-20	MONTHLY TANK TESTING 5/20	135.00
	14750	741-8060-431.43-20	SRVC CALL:CHECK FUEL SYSTEM	200.00
				<b>\$1,320.00</b>
KLIMT CONSULTING, LLC	19-08	239-0260-463.56-41	ADM SRVCS CDBG PRGRM 2/2020	10,872.50
	19-CR	239-0260-463.56-41	ADM SRVCS CDBG PROGRAM	1,000.00
	19-08	239-0270-463.56-41	ADM SRV CDBG MINOR HOME	10,455.00
	19-08	242-0260-463.56-41	ADM SRVCS HOME PRGRM 2/2020	945.00
	19-CR	242-0260-463.56-41	ADM SRVCS HOME PROGRAM	6,000.00
				<b>\$29,272.50</b>
KNIGHTSCOPE, INC.	626	229-0210-421.44-10	K5 SUBSCRIPTION 5/30-6/14/20	6,000.00
	627	229-0210-421.44-10	K5 SUBSCRIPTION 6/15-6/30/20	3,000.00
				<b>\$9,000.00</b>
KONICA MINOLTA BUSINESS SOLUTIONS	266992990	111-0110-411.43-05	COUNCIL COPIER LEASE 6/2020	105.22
	266992990	111-0210-413.43-05	ADMIN COPIER LSE 6/2020	105.22
	266993339	111-0710-421.44-10	PD PATROL COPIER LEASE 6/2020	210.44
	266993342	111-7010-421.44-10	PD COPIER LTOP 4/1-6/30/20	113.86
	266993354	111-7010-421.44-10	PD ANNEX COPIER LSE 6/2020	66.64
	266993516	111-7022-421.56-41	PD ADMIN COPIER LSE 6/2020	210.44
	266993517	111-7022-421.56-41	PD COPIER LTOP 4/1-6/30/20	182.10
	266993799	111-7022-421.56-41	PD JAIL COPIER LSE 6/2020	139.36
	266992977	111-7030-421.44-10	PD DETECT COPIER LSE 6/2020	298.91
	266992982	111-7030-421.44-10	PD DETECT COPIER 4/1-6/30/20	1,209.43
	266992988	111-7040-421.44-10	PD RECORDS COPIER 6/2020	379.63
	266992989	111-7040-421.44-10	PD RECORDS COPIER 4/1-6/30/20	484.12
	266993350	111-7040-421.44-10	PD RECORDS COPIER 6/2020	298.91

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
KONICA MINOLTA BUSINESS SOLUTIONS	2669993251	111-7040-421.44-10	PD RECORDS COPIER 4/1-6/30/20	196.01
	266389874	111-9010-419.43-15	FIN REV COPIER 5/2020	280.66
	266389882	111-9010-419.43-15	FIN COPIER LSE 5/2020	359.99
	266993048	111-9010-419.43-15	FIN COPIER LSE 6/2020	359.99
	266993049	111-9010-419.43-15	FIN LTOP AGRMNT 4/1-6/30/20	93.83
	266993238	111-9010-419.43-15	FIN REV COPIER LSE 6/2020	280.66
	266993239	111-9010-419.43-15	FIN LTOP AGRMNT 4/1-6/30/20	166.00
				<b>\$5,541.42</b>
LAN WAN ENTERPRISE, INC	65748	111-0210-413.74-10	ADM ACCT SSL CERTIFICATES	621.58
	65598	111-8040-451.61-35	P&R COMPUTER SCREENS	587.94
	66056	111-7010-421.56-41	PD BARRUCADA EMAIL	3,709.28
				<b>\$4,918.80</b>
LANGUAGE LINE SERVICES INC	4849328	111-7040-421.56-41	PD OVER PHONE INTERPRETATION	29.29
				<b>\$29.29</b>
LYNBERG & WATKINS APC	55334	745-9031-413.32-70	CLERK LEGAL SERVICES	482.85
				<b>\$482.85</b>
MANAGED HEALTH NETWORK	PRM-047928	111-0000-217.50-60	HEALTH PREMIUM-EAP 2/2020	1,351.84
	PRM-049056	111-0000-217.50-60	HEALTH PREMIUM-EAP 3/2020	1,351.84
	PRM-050070	111-0000-217.50-60	HEALTH PREMIUM-EAP 4/2020	1,370.88
	PRM-051033	111-0000-217.50-60	HEALTH PREMIUM-EAP 5/2020	1,332.80
	PRM-051991	111-0000-217.50-60	HEALTH PREMIUM-EAP 6/2020	1,332.80
				<b>\$6,740.16</b>
MAYWOOD MUTUAL WATER COMPANY, NO. 1	4/23/20-6/24/20	681-8030-461.62-20	FREEDOM PARK/ARROGATION	866.08
	4/23/20-6/24/20	681-8030-461.62-20	FREEDOM/HUNTINGTON PARK	276.08
	4/23/20-6/24/20	681-8030-461.62-20	FREEDOM PARK/SPLASH PAD	140.08
				<b>\$1,282.24</b>
MERRIMAC ENERGY GROUP	2202585	741-8060-431.62-30	FUEL PURCHASE	20,188.46
				<b>\$20,188.46</b>
MOTOROLA SOLUTIONS, INC	1162307142	111-7010-421.74-10	PD NEW RADIOS CHARGES	10,813.36
	1162307143	111-7010-421.74-10	PD NEW RADIOS CHARGES	1,108.37
				<b>\$11,921.73</b>
MUNICIPAL WASTE SOLUTIONS	1005	287-8055-432.54-00	BEVERAGE CONTAINER GRANT ADMIN	2,250.00
				<b>\$2,250.00</b>
NATIONWIDE ENVIRONMENTAL SERVICES	30896	220-8070-431.56-41	BUSHELTER SRVC 6/2020	17,377.50
	30895	221-8010-431.56-41	SWEEEPING SRVCS 6/2020	19,630.13
	30895	222-8010-431.56-41	SWEEEPING SRVCS 6/2020	29,055.11
				<b>\$66,062.74</b>
NCM AUTOMOTIVE	HP3006	741-8060-431.43-20	REPAIR & PAINT PD # 900	1,752.00
	HP3011	741-8060-431.43-20	TINT/DRIVER SEAT UPHOLSTERY	547.50
				<b>\$2,299.50</b>
NOBEL SYSTEMS, INC	14797	210-8010-415.56-41	SETUP COSTS PARKING APP	20,000.00
				<b>\$20,000.00</b>

**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NORTH STAR LAND SCAPE LLC	1601-92	222-8010-431.56-41	LANDSCAPE MAINTENANCE 6/2020	2,912.00
	1601-96	222-8010-431.56-41	TREE TRIMMING 6/2020	1,000.00
	1601-92	535-8090-432.56-60	LANDSCAPE MAINTENANCE 6/2020	20,145.75
	1601-96	535-8090-432.56-60	TREE TRIMMING 6/2020	2,050.00
OREILLY AUTO PARTS	2959-257479	741-8060-431.43-20	WHEEL NUTS PD UNIT # 965	\$26,107.75
OK PRINTING DESIGN & DIGITAL PRINT	1721	287-8055-432.54-00	FLYERS BEVERAGE CONTAINER GRANT	125.27
	1721	287-8057-432.54-00	FLYERS USED OIL PROGRAM	\$125.27
OLIVAREZ MADRUGA, LLP	11020	745-9031-413.32-70	ADMIN LEGAL SRVCS 5/16/30/20	180.20
PENSKE CHEVROLET	16044	741-8060-431.43-20	SERVICE PD SERT TRUCK	180.20
PRO FORCE LAW ENFORCEMENT	414657	227-7116-421.74-10	PD-20 TLR-1 GUN LIGHTS	\$360.40
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0814673-IN	535-8090-452.43-20	PW LIGHT POLE BASE REPAIR	2,459.25
SECURITY PRO USA	139453	111-7022-421.61-24	TACTICAL INSPECTION MIRROR	\$2,459.25
ST FRANCIS, LLC.	1661078	221-8014-429.56-41	T. SIGNAL MAINTENANCE 5/20/2020	441.00
	1661079	221-8014-429.56-41	T.SIGNAL MAINTENANCE 6/2020	\$441.00
STACY MEDICAL CENTER	3160-37715	111-7022-421.56-15	PRE-BOOKING EXAM & CUST	\$1,547.91
STAR2STAR COMMUNICATIONS LLC	SUBC00004352	111-9010-419.53-10	VOIP SRVCS 6/3/20-7/2/20	5,683.00
SUNSET VANS INC.	18442	741-8060-431.43-20	PW RAMP REPAIR UNIT # 003	5,683.00
SUPERION, LLC	143180	111-9010-419.43-15	EMPLOYEE SELF-SRVC 9/2017	\$11,366.00
	251750	111-9010-419.43-15	EMPLOYEE SELF-SERVICE	\$11,058.56
TETRA TECH, INC	51607793	681-8030-461.76-07	ANALYSIS WELL 15 RESERVOIR	255.30
U.S. ARMOR CORPORATION	28637	111-7022-421.61-24	PD BULLET PROOF VESTS	97.00
	28637	233-7010-421.74-10	PD BULLET PROOF VESTS	1,222.20
U.S. BANK	PPE 06/28/2020	111-0000-217.30-20	EMPLOYEE PARS DEDUCTION	\$1,319.20
	PPE 06/28/2020	111-0000-217.30-20	PARS P.T. EMPLOYEE DEDUCTION	1,200.00
	PPE 06/28/2020	111-0000-218.10-05	EMPLOYEE PARS DEDUCTION	\$697.25
	PPE 06/28/2020	111-0000-218.10-05	EMPLOYER PARS CONTRIBUTION	1,565.48
				1,490.68
				3,275.00
				10,174.29
				\$16,505.45

**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ULINE	121103497	111-7040-421.61-33	PD EVIDENCE SUPPLIES	\$968.36
UNDERGROUND SERVICE ALERT OF SO CAL	620200127	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	277.30
	DSB20193256	221-8014-429.56-41	STATE FEE REGULATORY FEE	106.43
				\$383.73
VAN WAARDEN ASSOCIATES	JUNE 2020	217-9010-413.56-41	ACTUARIAL SERVICES	500.00
				\$500.00
VELADA CONSULTING LLC	016	111-0210-413.56-41	CONSULTING SRVC 5/21-6/21/20	7,500.00
				\$7,500.00
VERIZON WIRELESS	98577776858	111-6010-451.56-41	PARK CARD 6/1/20-7/1/20	38.01
	98577776858	111-8010-431.53-10	PW CELL 6/1/20-7/1/20	979.28
	98577776858	111-8020-431.61-20	PW CELL 6/1/20-7/1/20	114.03
	98577776858	681-8030-461.53-10	PARS CARD 6/1/20-7/1/20	112.29
				\$1,243.61
VISION SERVICE PLAN-CA	8096777991	111-0000-217.50-30	VISION PREMIUM 7/2020	3,890.02
	8096778005	111-0000-217.50-30	VISION PREMIUM 7/2020	22.10
				\$3,912.12
VOYA FINANCIAL	PPE 06/28/2020	111-0000-217.40-10	DEFERRED COMP 12/30/19-6/14/20	8,594.95
	PPE 06/28/2020	111-0000-217.40-10	EMPLOYEE DEFERRED COMP	13,050.00
	PPE 06/28/2020	111-0000-217.40-10	EMPLOYER DEFERRED COMP	661.15
				\$22,306.10
WALTERS WHOLESALE ELECTRIC COMPANY	S115842679.001	535-8090-452.61-20	TRANSFORMER IRRIGATION	1,052.87
WATER REPLENISHMENT DISTRICT OF	2378-MAY 2020	681-8030-461.41-00	WATER ASSESSMENT 5/2020	\$1,052.87
WESTCHESTER MEDICAL GROUP	CH139-8971	111-2030-413.56-41	PD STRESS TEST SRVC 5/29/20	83,537.55
				\$83,537.55
WESTERN EXTERMINATOR COMPANY	8191826	111-7024-421.56-41	EXTERMINATOR SRVCS 6/2020	200.00
	8191826	111-8020-431.56-41	EXTERMINATOR SRVCS 6/2020	\$200.00
	8191826	111-8022-419.56-41	EXTERMINATOR SRVCS 6/2020	50.00
	8191826	111-8023-451.56-41	EXTERMINATOR SRVCS 6/2020	67.50
	8191826	535-8090-452.56-60	EXTERMINATOR SRVCS 6/2020	49.00
				92.50
				139.50
				\$398.50
WHITTIER FERTILIZER CO.	357406	535-8090-452.61-20	LANDSCAPE SUPPLIES	1,768.08
	357409	535-8090-452.61-20	TREE TRIMMING SUPPLIES	100.87
				\$1,868.95
WM CORPORATE SERVICES, INC	0007922-2246-5	111-6010-451.76-05	SOIL REMOVAL SRVC 5/24-5/30/20	6,196.89
	0007976-2246-1	111-6010-451.76-05	SOIL REMOVAL SRVC 6/1-6/15/20	1,150,007.46
	0008163-2246-5	111-6010-451.76-05	SOIL REMOVAL SRVC 6/2020	52,228.85
				\$1,208,433.20
XEROX CORPORATION	010721849	111-8020-431.43-05	PW COPIER LEASE 5/21-6/21/20	20.95
	010721849	285-8050-432.43-05	PW COPIER SUPPLIES	118.14
	010721849	681-8030-461.43-05	PW COPIER LEASE 5/21-6/21/20	118.14
				\$257.23
				\$3,287,805.16

**ITEM NO. 3**

**CONSIDERATION AND APPROVAL OF RESOLUTION EXECUTING TRANSFER  
AGREEMENT NO. 2020MP34 SAFE, CLEAN WATER PROGRAM BETWEEN THE  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF  
HUNTINGTON PARK**





# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

July 21, 2020

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF RESOLUTION EXECUTING TRANSFER AGREEMENT NO. 2020MP34 SAFE, CLEAN WATER PROGRAM BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF HUNTINGTON PARK**

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

1. Adopt Resolution No. 2020-50, designating the City Manager to sign Transfer Agreement No. 2020MP34.

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

On June 9, 2020, the Los Angeles County Board of Supervisors approved the Safe, Clean Water (SCW) Program Transfer Agreement (TA) template for the Municipal Program which will need to be executed between the City and the Los Angeles County Flood Control District (District). The Municipal Program is designed to maximize the ability of the City to address local stormwater and urban runoff challenges and opportunities. Projects and Programs are required to include a water quality benefit; multi-benefit projects and nature-based solutions are strongly encouraged.

Upon approval, two original TA including the conforming resolution approved by City Council must be submitted to the County for further action. After final approval by the District, a fully executed TA will be returned to the City.

The TA includes Appendices A, B, and C and below are important deadlines connected to the TA:

- Each Municipality's annual expenditure plan (i.e. Annual Plan) for the ensuing Fiscal Year will be due 45 days from execution and then 90-days prior to the end of the County's Fiscal Year (April 1st) for each subsequent year.
- Audit reports – due 9 months after the end of the 3rd Fiscal Year (i.e., 3/31/24, covering July 2020 through June 2023).
- Progress reports are due annually, 6 months after close of Fiscal Year.

**CONSIDERATION AND APPROVAL OF RESOLUTION EXECUTING TRANSFER  
AGREEMENT NO. 2020MP34 SAFE, CLEAN WATER PROGRAM BETWEEN THE  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF  
HUNTINGTON PARK**

July 21, 2020

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Stakeholder and community outreach/engagement are required for the Regional Program. Outreach includes the communication of project details and opportunities to become aware of efforts, and engagement is hosting a meeting or addressing comments and concerns. Post-construction monitoring is required for Regional Program Infrastructure Projects for three years after the project has been completed to evaluate the effectiveness of stormwater treatment facilities.

All projects built to comply with SCW Program eligibility criteria are applicable for Operation and Maintenance (O&M) whether or not they incorporate nature-based solutions. Nature based solutions are encouraged for all projects. Additionally, the City must spend at least seventy percent (70%) of its Municipal Program funds annually on eligible expenses related to Projects or Programs implemented on or after November 6, 2018, which also includes operations and maintenance of Projects built to comply with the Municipal Separate Storm Sewer System (MS4) Permit, so long as the Project complies with Municipal Program requirements.

Both the Annual Plan and the Annual Report should outline the plan, type (outreach and engagement), and expenses for the engagement activities. The Municipal Program TA requirement asks for a description the community and stakeholder outreach and engagement plan for the Municipality's use of the SCW Program payment. Reporting should include the results of the engagement activities.

This TA shall expire at the end of the 2023-24 Fiscal Year. City shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

**FISCAL IMPACT/FINANCING**

Under the SCW Municipal Program, 40% of the funding is allocated to cities as local return with maximum flexibility. The City will receive direct funding via the Municipal Program proportional to the revenues generated within our boundaries. The Funding can be used for eligible activities such as project development, design, construction, effectiveness monitoring, operations and maintenance (including operation and maintenance of projects built to comply with 2012 MS4 permits), as well as for other programs and studies related to protecting and improving water quality. Revenue will typically be disbursed after funds become available and after the agreement is fully executed. Revenue collected in FY 19-20 is expected to become available in August 2020 (i.e., FY 20-21), with Municipalities receiving one preliminary partial disbursement of funds available to date if a TA is executed accordingly. Revenue collected in FY 20-21 is expected to become available in August 2021 (i.e., FY 21-22), and so forth.

For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions:

**CONSIDERATION AND APPROVAL OF RESOLUTION EXECUTING TRANSFER  
AGREEMENT NO. 2020MP34 SAFE, CLEAN WATER PROGRAM BETWEEN THE  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF  
HUNTINGTON PARK**

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- (1) The District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code;
- (2) The District has received Municipality's Annual Plan for that Fiscal Year; and
- (3) The City has complied with the audit requirements of Section B-6 of Exhibit B.

SCW Program Payments distributed to the City shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the City only for eligible expenditures consistent with the requirements of the SCW Program. A 2019 report estimated the City's annual municipal program fund at \$430,000. Current totals reflect all ad valorem exemptions for 2019 and removal of utility parcels that are assessed by the State only. Actual revenues are anticipated to be lower following incorporation of any approved credits, appeals, income-based tax reductions, and low-income senior-owned exemptions.

The Municipal Annual Reports are due each year. The Audits for Municipal funds are done every 3 years in addition to the annual reports.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

- A. Resolution 2020-50
- B. Transfer Agreement No. 2020MP34



## **Attachment “A”**



## **RESOLUTION NO. 2020-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK, CALIFORNIA, DELEGATING  
AUTHORITY TO THE CITY MANAGER TO EXECUTE  
TRANSFER AGREEMENT NO. 2020MP34 SAFE, CLEAN  
WATER PROGRAM BETWEEN THE LOS ANGELES  
COUNTY FLOOD CONTROL DISTRICT AND THE CITY  
OF HUNTINGTON PARK**

**WHEREAS**, on June 9, 2020, the Los Angeles County Board of Supervisors approved the Safe, Clean Water (SCW) Program Transfer Agreement (TA) template for the Municipal Program which will need to be executed between the City of Huntington Park (City) and the Los Angeles County Flood Control District (District); and

**WHEREAS**, the Municipal Program is designed to maximize the ability of the City to address local stormwater and urban runoff challenges and opportunities; and

**WHEREAS**, Projects and Programs are required to include a water quality benefit; multi-benefit projects and nature-based solutions are strongly encouraged; and

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

**SECTION 1.** The City Council does hereby authorize the City Manager to execute and sign Transfer Agreement No. 2020MP34.

**SECTION 2.** A certified copy of this Resolution shall be transmitted to the County.

**SECTION 3.** This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 21<sup>st</sup> day of July 2020

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**Manuel Avila, Mayor**

**ATTEST:**

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## Sergio Infanzon, Acting City Clerk

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## **Attachment “B”**



**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
HUNTINGTON PARK  
AGREEMENT NO. 2020MP34  
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Huntington Park, hereinafter referred to as "Municipality."

**WHEREAS**, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

**WHEREAS**, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

**WHEREAS**, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

**WHEREAS**, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

**I. DEFINITIONS**

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Annual Plan” means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

“Code” means the Los Angeles County Flood Control District Code.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Safe Clean Water (SCW) Program Payment” means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

“Year” means calendar year unless otherwise expressly indicated.

## II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Huntington Park	
Name:		Name:	Ricardo Reyes, City Manager
Address:		Address:	6550 Miles Avenue, Huntington Park, CA 90255
Phone:		Phone:	323-582-6161
Email:		Email:	rreyes@h pca.gov

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

## III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

#### **IV. MUNICIPAL PROGRAM IMPLEMENTATION**

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

#### **V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES**

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

## **VI. Term of Agreement**

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

## **VII. Execution of Agreement**

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

HUNTINGTON PARK

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

Name: Ricardo Reyes

Title: City Manager

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name:

Title:

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

## **EXHIBIT A – ANNUAL PLAN CONTENTS**

- A-1.** Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2.** Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3.** Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4.** Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5.** Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6.** Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7.** Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

## **EXHIBIT B – GENERAL TERMS AND CONDITIONS**

### **B-1. Accounting and Deposit of Funding Disbursement**

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

### **B-2. Acknowledgement of Credit and Signage**

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

### **B-3. Acquisition of Real Property - Covenant**

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

**B-4. Amendment**

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**B-5. Assignment**

The Municipality shall not assign this Agreement.

**B-6. Audit and Recordkeeping**

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9<sup>th</sup>) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

<b>Every Third Fiscal Year</b>		
<b>Fiscal Year</b>	<b>Audit Begins</b>	<b>Audit Report Due to District</b>
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

#### **B-7. Availability of Funds**

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

#### **B-8. Choice of Law**

The laws of the State of California govern this Agreement.

#### **B-9. Claims**

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

#### **B-10. Compliance with SCW Program**

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

#### **B-11. Compliance with Law, Regulations, etc.**

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

#### B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

#### B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

#### B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

#### B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

#### B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

#### B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

#### B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

#### B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

#### B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

#### B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

### **B-23. No Third-Party Rights**

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

### **B-24. Notice**

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
  - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
  - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
  - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
  - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
  - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

### **B-25. Municipality's Responsibility for Work**

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

## B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
  - a. Amount of funds received;
  - b. Breakdown of how the SCW Program Payment has been expended;
  - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
  - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
  - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
  - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
  - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
  - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
  - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
  - i. Annual volume of stormwater captured and treated
  - ii. Annual volume of stormwater captured and reused
  - iii. Annual volume of stormwater captured and recharged to a managed aquifer
  - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
  - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
  - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

#### B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. **No Litigation.** There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. **Solvency.** None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. **Legal Status and Eligibility.** The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. **Good Standing.** The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

#### B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

#### B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

## EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

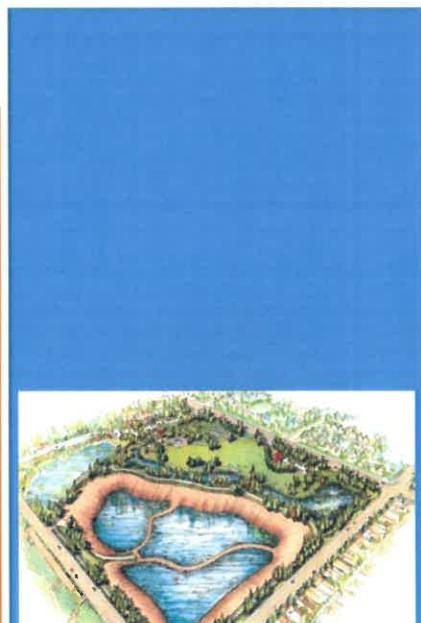
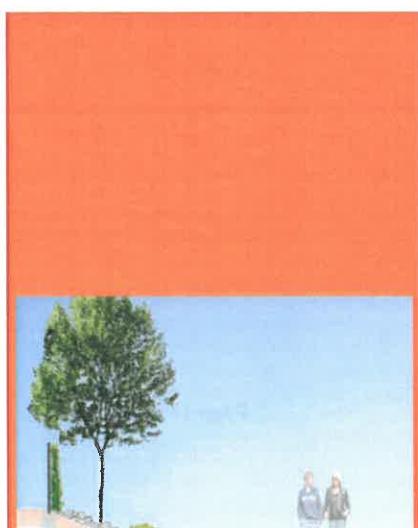
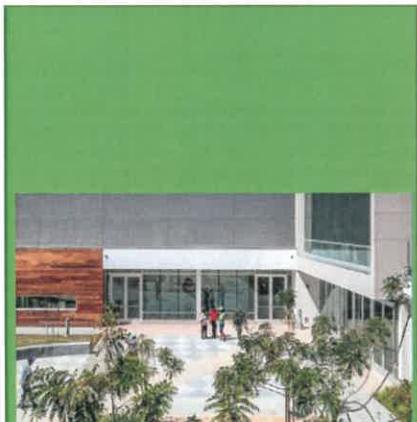
The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

BEST

BETTER

GOOD



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> <li>Preservation of native vegetation</li> <li>Minimal negative impact to existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>Preservation of native vegetation</li> <li>Installation of new feature(s) to improve existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>Creation of open green space</li> <li>Installation of features to improve natural hydrology</li> </ul>
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> <li>Partial restoration of existing riparian habitat and wetlands</li> <li>Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted</li> <li>No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>Full restoration of existing riparian habitat and wetlands</li> <li>Planting of native vegetation - between 21 and 40 different native plant species newly planted</li> <li>No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>Full restoration and expansion of existing riparian habitat and wetlands</li> <li>Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted</li> <li>No potable water used to sustain the wetland</li> </ul>

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 <sup>th</sup> percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

## EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

### 1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

### 2. Vegetation Maintenance

- Weed control
  - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
  - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
  - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
  - Removal of dead trees and elimination of diseased/damaged growth
  - Prevent encroachment of adjacent property and provide vertical clearance
  - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
  - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
  - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
- Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
- Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
- Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

## 6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

## 7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

## 8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors



**ITEM NO. 4**

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT  
FOR SOLID WASTE AND RECYCLING CONSULTING SERVICES**



# CITY OF HUNTINGTON PARK



Public Works Department  
City Council Agenda Report

July 21, 2020

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE AND RECYCLING CONSULTING SERVICES**

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

1. Approve a Professional Services Agreement (PSA) with Municipal Waste Solutions (MWS) for a not-to-exceed amount of \$56,210 payable from Account No. 285-8050-432-56.41; and
2. Authorize the City Manager to execute the PSA.

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

The evolution of waste management requires individuals with the knowledge to ensure that the City complies with all of the new regulations as imposed by the California's Department of Resources Recycling and Recovery (CalRecycle). CalRecycle administers and provides oversight for all of California's state-managed non-hazardous waste handling and recycling programs. Staff approached MWS to assist in implementing the City's SB 1383 Action Plan, AB 341-Mandatory Commercial Recycling (MCR) and AB 1826-Mandatory Organic Recycling (MORE) programs in response to the CalRecycle Notice of Program Gaps.

SB 1383 (Lara, 2016) establishes targets to achieve a 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75% reduction by 2025. CalRecycle is charged with implementing this bill to achieve the organic waste disposal reduction targets and establishes an additional target that not less than 20% of currently disposed edible food is recovered for human consumption by 2025.

AB 341 (Chesbro, Chapter 476, Statutes of 2011) sets forth the requirements of the statewide mandatory commercial recycling program. A business, includes public entities, that generates four cubic yards or more of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services.

# **CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE AND RECYCLING CONSULTING SERVICES**

July 21, 2020

Page 2 of 3

The City has implemented a commercial solid waste recycling program that consists of education, outreach and monitoring of businesses that is designed to divert commercial solid waste from businesses. In October 2014 Governor Brown signed AB 1826 Chesbro (Chapter 727, Statutes of 2014), requiring businesses to recycle their organic waste.

On or before July 1, 2020, AB341 and AB1826 covered businesses must provide organics and recycling containers at front-of-house to collect waste generated from products purchased and consumed on the premises (AB827, McCarty). These containers must be placed adjacent to trash and be visible, easily accessible, and clearly marked. It is imperative that the City diligently address the program gaps as outlined in the Action Plan's timeline submitted to CalRecycle in March/April of 2020. MWS will assist the City maintain compliance efforts as stated in the CalRecycle Reports and will ensure continued oversight of CR&R's contract compliance requirements.

## **LEGAL REQUIREMENT**

Typically, local municipalities are required to procure such services through a traditional Request for Qualifications (RFQ) or Request for Proposal (RFP) process. However, the City's Municipal Code provides exceptions to the RFP procurement process. Specifically, Huntington Park Municipal Code: 2-5.19 provides the following:

"(4) When subjective criteria are necessary to evaluate the proposals; Persons designated by the City Manager shall negotiate for the authorized service. Proposals shall be submitted whenever practicable from at least three (3) firms, except in those cases where a service firm has established such a successful past history of work with the City that it is clearly in the public interest not to negotiate with any other source. The contract for professional services should be awarded to the entity that will provide the best possible service to the City for the best value".

In this case, the City has an existing relationship with MWS. MWS offers a customized approach to providing this specialized service. Notably, at the request of our City, MWS previously completed and submitted the aforementioned Action Plan to CalRecycle. Given this technically knowledge of our Action Plan and implementation goals, City staff believes MWS will provide this specialized service at a rate that ensures the best value and service.

Additionally, the Huntington Park Municipal Code includes an exception to the RFP process where the vendor is the only source of the service (HPMC Section 2-5.14.). Here, City staff recommends the award of the professional services contract to MWS relying upon the Huntington Park Municipal Code's sole source exception. Notably, per this code "Formal bidding requirements shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased. The Purchasing Agent will establish requirements and procedures for sole source purchases." The City believes MWS meets the following criteria: 1) Only one known source that can provide the commodity or service, 2) Unique source (commodity/service is unique/special in nature), and 3) Compatibility (e.g., a public safety agency requiring a specific piece of equipment to be compatible with an existing equipment system).

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT  
FOR SOLID WASTE AND RECYCLING CONSULTING SERVICES**

July 21, 2020

Page 3 of 3

**FISCAL IMPACT/FINANCING**

MWS will conduct and provide the services in their proposal under Tasks 1 and 2 and as directed by the City. Recommendations include payment for this service under the Annual Administrative Fees as stated in the Franchise Agreement, Section 11.2. Approximately \$56,820 is paid annually by CR&R for ongoing compliance and performance review. Staff recommends approval of MWS's PSA for not-to-exceed amount of \$56,210 payable from Account No. 285-8050-432-56.41. This appropriation is included in the proposed budget for Fiscal Year 2020-2021.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S)**

- A. Municipal Waste Solutions Professional Services Agreement
- B. Action Items



## **Attachment “A”**





## PROFESSIONAL SERVICES AGREEMENT

Municipal Waste Solutions

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **21<sup>ST</sup> day of July 2020** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Municipal Waste Solutions** (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.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY 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, 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 commence on **July 1, 2020** to **June 30, 2021**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. 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:**
  - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
  - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$56,210** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum 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 Not-to-Exceed Sum 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. 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 **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and 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. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 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 and Director of Public Works (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 AND CONTACT INFORMATION:**  
CONTRACTOR hereby designates or designee 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 SUB-CONTRACTOR) 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, and SUB-CONTRACTOR. 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 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, or SUB-CONTRACTOR 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, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned 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, CONTRACTOR, 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 CONTRACTOR 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, CONTRACTOR and SUB-CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR dual 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 Two Million Dollars (\$2,000,000.00) 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 officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR 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.

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 CONTRACTOR 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, SUB-CONTRACTOR 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 terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. 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 6.1 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 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. 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 (vii) 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, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. 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. 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.

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 SUB-CONTRACTORS 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 CONTRACTOR 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:**  
Municipal Waste Solutions  
P.O. Box 2045  
Blue Jay, CA 92317  
Attn: Susan Contreras  
Phone: (909) 234-9099

**CITY:**  
City of Huntington Park  
Public Works Department  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Ricardo Reyes, City Manager  
Phone: (323) 582-6161

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

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), 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 CONTRACTOR:** CITY reserves the right to employ other CONTRACTOR 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 counterpart(s) 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 remaining two original counterparts shall be retained by CITY.

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:**

**MUNICIPAL WASTE SOLUTIONS:**

---

By: Ricardo Reyes  
City Manager

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

---

By: Susan Contreras  
Principal/Senior Consultant

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

**APPROVED AS TO FORM:**

---

By: City Attorney

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

**EXHIBIT "A"**

**SCOPE OF WORK**

**MUNICIPAL WASTE SOLUTIONS**

# PROPOSAL TO PROVIDE INTEGRATED WASTE MANAGEMENT CONSULTING SERVICES

*TO THE*

## **CITY OF HUNTINGTON PARK**



*Prepared by*

Municipal Waste Solutions  
PO Box 204  
Blue Jay, CA 92317

**June 30, 2020**



# MUNICIPAL WASTE SOLUTIONS

**P.O. Box 2045  
Blue Jay, CA 92317**

**Phone 909-234-9099**

June 30, 2020

City of Huntington Park  
Mr. Ricardo Reyes, City Mgr  
6550 Miles Ave  
Huntington Park, CA 90255

**Subject: Proposal for Solid Waste & Recycling Consulting Services**

Dear Mr. Reyes;

It is with great pleasure and anticipation that Municipal Waste Solutions (MWS) provides the City of Huntington Park with this Proposal for Solid Waste & Recycling Consulting Services (Proposal). Having worked in the solid waste consulting and contract management industry for over 30 years, and with the City of Huntington Park for the last 6 months, we feel our services are well suited for the City of Huntington Park, particularly with compliance in the midst of California Legislation relating to solid waste and recycling such as AB 939, AB 341, AB 1826, SB 1383 and other related legislation. Attached you will find our Proposal and Statement of Qualifications.

This Proposal is divided into three sections.

**Section 1** Outlines each component to be implemented, monitored and maintained in order that the City accomplishes and maintains compliance as stated as well as filing CalRecycle Reports and continued oversight of CR&R's contract compliance.

**Section 2** To assist in implementing the City's SB 1383 Action Plan in response to the CalRecycle Notice of Program Gaps. With the recent CalRecycle Review of Huntington Park's Implementation of AB 341-Mandatory Commercial Recycling (MCR) and AB 1826-Mandatory Organic Recycling (MORE) program deficiencies, it is important promptly address the program gaps as outlined in the Action Plan's timeline submitted to CalRecycle.

**Section 3** Outlines components of CR&R's Financial and Performance Audit permitted by the CR&R Franchise Agreement Sections 27.4.1 & 27.4.2. At this time, a Performance Audit may be necessary since the passage of State Assembly Bills which mandate recycling, including AB 939 (50% by 2000) and AB 341 (mandatory recycling for businesses and multi-family complexes and a Statewide goal of 75% reduction). As a result of this legislation, California cities are required to ensure recycling takes place while providing evidence of implementation. . As a practical matter, most municipalities have relied on their franchised haulers to handle this task. This requirement sometimes creates a potential "conflict" between municipalities and their franchise haulers and at times corners are cut for economic purposes.

Franchise haulers derive their revenues from collection, diversion and disposal:

1.	Residential	Green Waste
2.	Residential	Recyclables (paper, glass & cans)
3.	Residential	Residual Waste
4.	Commercial	Residual Waste
5.	Commercial	Recyclables (cardboard & wood)
6.	Commercial	Construction & demolition debris

In order to ensure compliance with environmental requirements, franchise haulers have an incentive to underperform in these areas with respect to tonnage diverted and disposed. Haulers pay municipalities based on gross revenues, which directly correlates to the quantity of tonnage hauled for disposal or diversion. Therefore, both municipal waste contracts and mandated recycling requirements have created a financial incentive structure that may place haulers against their municipal clients.

MWS has the solution for this and other non-compliance behavior conducted by haulers. Primary is to conduct an Evaluation that is both accurate and complete to ensure compliance with applicable State environmental and recycling legislation and to avoid fines imposed by this legislation while keeping the franchised hauler compliant with the franchise agreement diversion requirements.

MWS is currently working with their local contracted cities to ensure hauler and CalRecycle compliance and implementation of MCR and MORe. Because of the proximity of these client cities with that of Huntington Park and our familiarity with the City, MWS can offer economies of scale others may find difficult to employ.

In addition, please note that the work outlined in this Proposal is not an expense to the City as the CR&R Annual Administration Fee (Hauler Franchise Agreement, Section 11.2) paid to the City in an amount of approximately \$56,820 per year is intended for ongoing compliance oversight and will cover Sections 1 and 2 of this proposal. The Initial Performance and Financial Audit as outlined in the CR&R Franchise Agreement, Section 27.4.1, is also to be reimbursed to the City by CR&R in the maximum amount of \$60,000.

## PROPOSED PROJECT SCOPE OF WORK

### **Section 1 Ongoing Compliance and Financial Goals**

Section 1 outlines each component to be implemented, monitored, maintained, and reviewed in order that the City accomplishes its solid waste and recycling compliance and financial goals while ensuring the Hauler is abiding by the terms of the Agreement. This Section is for ongoing, monthly oversight which is essential to ensure continued compliance and achieve compliance with CalRecycle. Please note that failure to comply with State Legislation can result in a Compliance Order and fines of up to \$10,000 a day.

#### **Task I CR&R Franchise Agreement**

MWS will take the opportunity to compile, tabulate and review all relevant documents regarding the transition of service from UPW to CR&R to ensure compliance. These documents and data sources include but are not limited to:

1. Hauler Agreement and Accessory Documents
2. Operational Standards and Methods of Implementation
3. List of Equipment, Vehicles and Containers
4. Review of Residential, Commercial and Multifamily Customer Units
5. Authorized Processing, Disposal and Recycling Locations
6. Generation Requirements, Diversion Targets and Records
7. Historical Data Reports

Having reviewed these documents and data for various franchisees in the cities of Maywood, La Puente, Lynwood, Lynwood Unified School District, El Monte and Bell, MWS conducts discrete yet thorough analysis of the requirements set forth in the Agreement, Municipal Code and subsequent resolutions associated with the new Hauler. A report or "scorecard" will be submitted within the first 120 days of "authorization to proceed" from the City, by MWS' principal for City review. This "scorecard" will be comprehensive and will definitively determine compliance, financial obligations, program implementation goals and adherence to the CR & R Franchise Agreement.

## **Task II        Setup and Initiate Administrative Program**

MWS will dedicate its principal, Susan Contreras to the City of Huntington Park to assist the City in ensuring the administrative management program is put in place by conducting the following tasks:

- Receive and Review Hauler Records, Reports and Correspondence
- Implement Hauler File Management Program
- Establish Monthly, Quarterly and Annual Report Verification and Reconciliation
- Provide Reports, Documents, and Support
- Continual Update of Files, Documents, Reports for Solid Waste Collection Agreement
- Administrative Support to City in Dealings with Hauler
- Ensure Commercial/Multifamily Recycling Programs are Implemented
- Track All Residential and Non-Residential Diversion Programs and End-Users
- Verify End Users of Disposal and Diversion Monthly

MWS staff is very familiar with the projects, files, documents, spreadsheets and filing system of many municipalities regarding solid waste management and Hauler oversight. MWS works closely with the many cities in administering the solid waste franchise contracts, route analysis, file system management and document preparation.

## **Task III        Develop Required City and State Reports for AB 939 Compliance**

In December, 2016, MWS was contracted by the City of Maywood, and has been successful in closing their program deficiencies as required by CalRecycle's Judicial Unit's Compliance Order and Local Implementation Plan (LIP) and greatly reduced the penalties that the City was facing for non-compliance by December, 2016.

MWS has not allowed a single Hauler to circumvent the implementation of AB 939 goals and has enforced those rules set forth by CalRecycle. Based on the work of MWS, *the City of Maywood's diversion goals were reached and ALL programs were implemented*. MWS will work to ensure this same commitment to programs and diversion rate in the City of Huntington Park as it moves towards the state's 2020 goal of 75%.

To ensure the same occurs for the City of Huntington Park, MWS will review and complete all required quarterly and annual reports to CalRecycle for solid waste diversion and compliance goal attainment. These reports will include but are not limited to;

- Electronic Annual AB 939 Reports to CalRecycle (EAR)
- Disposal Tonnage Reports in Accordance with County's Disposal Reporting
- Diversion Reports in Accordance with CalRecycle Guidelines
- Hauler's Compensation and Compliance Analysis
- Generation Reports Consistent with Disposal and Diversion Quantities
- Program Reports Identifying all City-Endorsed Solid Waste Programs
- Source Reduction and Recycling Element Changes and Revisions
- AB 341, AB 1826 and SB 32 Greenhouse Gas Reduction Program Implementation
- Composting Regulations and Organics Management
- Location and Permitted Status of All Disposal, Diversion and Recycling Sites

MWS will compile all required reports and submit to the City for review and submittal to CalRecycle for approval. The approval is historically a formality as MWS has always been accurate in its accounting and confirmation of diversion, disposal and recycling records related to Haulers and selected end users.

#### **Task IV      Monitor Commercial/Multifamily Recycling & Organics Implementation**

In this task, MWS will work with the Hauler on all required documents, spreadsheets, revisions, route sheets and financial parity documents to ensure the transition to recycling and organics programs for the City's residential and commercial customers. Subtasks proposed for the City in this task include:

- Meeting With Hauler to Ensure Contract Compliance with Recycling and Education
- Recycling Program Initiative by Hauler to Save Businesses Money
- Directing Waste and Recycling Evaluations by Hauler
- Review Businesses Requiring a Recycling Program
- Review/Revise Refuse Service Level accordingly upon start of Recycling Program
- Establish and Determine Recycling Level and Monitor Progress
- Report on Recycling Activity at Participating Businesses
- Oversee Implementation of Recycling and Organics Programs

MWS will assist the City and its' hauler in completing and implementing required recycling programs at qualifying commercial and multifamily locations. These programs are required of the business and multifamily community by Assembly Bills 341 and 1826. The benefit to the City is the implementation of required recycling programs the City is required by CalRecycle to initiate for its business community. ***The benefit to the business community is in potentially saving money and compliance through recycling and coming into compliance with State Law.***

## **Task V      Monitor Commercial, Multifamily, Temporary and Residential Services**

MWS has been instrumental in monitoring the commercial, residential, multifamily and temporary services currently in place in the cities of Maywood, El Monte, La Puente, Lynwood and Bell. The City of Huntington Park's Hauler agreement requirements, appropriate fees, insurance requirements, bonding regulations, diversion compliance and all other agreement issues will be carefully reviewed, evaluated and rated on a monthly basis. MWS will perform the task of monitoring the Agreement to ensure that proposed programs are implemented, fees are accurately determined and submitted to the City and disposal and reporting requirements are strictly adhered to. This task ensures the following activities are conducted and Agreement requirements are met:

- Recycling Programs are Implemented Pursuant to the Hauler Agreement
- Education Programs are Implemented and Proof is Submitted
- Outreach is Conducted in a Timely and Effective Manner
- Disposal Reporting is Conducted Accurately in Accordance with State Code
- Proposed Refuse and Recycling Rates are Adhered to and Maintained
- Processing of Recyclables is Accurately Reviewed and Monitored
- Compliance Evaluations are Conducted to Ensure Accurate Payments to City

In addition, the following residential and commercial Collection Agreement requirements will be monitored and reviewed by MWS for proper implementation:

<ul style="list-style-type: none"><li>■ Green Waste Composting</li><li>■ Material Processing</li><li>■ Outreach to Residents</li><li>■ Disposal Site Usage</li><li>■ Guaranteed Disposal Tons</li><li>■ Schedule of Operations</li><li>■ Customer Service Goals</li><li>■ Personnel Behavior</li><li>■ Employee Training</li><li>■ Discrimination Policy</li></ul>	<ul style="list-style-type: none"><li>■ Bulky Item Services</li><li>■ Recycling Services</li><li>■ Holiday Services</li><li>■ Diversion Requirements</li><li>■ Target Materials for Recycling</li><li>■ Method of Recyclable Processing</li><li>■ Warning Notices</li><li>■ Walk-Outs and Discounts for Seniors</li><li>■ Insurance Requirements</li><li>■ Bond Requirements</li></ul>
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This task is designed to ensure the City's Hauler is compliant with the City's financial, regulatory goals and operational objectives as identified in the Agreement.

## **TASK VI      City Liaison to CalRecycle**

MWS will act as the City's liaison to CalRecycle for all regulatory compliance communications, revision of programs, data reports, Local Implementation Plan development, submittal of required reports and conference calls/Zoom type meetings.

## **Section 2    Oversee Implementation of CalRecycle SB 1383 Action Plan**

Section 2 outlines each component necessary to implement the City's SB 1383 Action Plan which is required to come into Compliance with CalRecycle. The Action Plan was submitted to CalRecycle to avoid a Compliance Order for Program Gaps. This Section is critical as implementation of the Action Plan will be closely monitored by CalRecycle and the City will be referred to the CalRecycle JCU for Compliance Order if any item fails to be implemented as scheduled. As stated in the Exhibit 2 letter, failure to comply subjects the City to potential fines of up to \$10,000 a day.

## **TASK I      Mandatory Commercial Recycling and Organics Recycling**

MWS will review CalRecycle's Model Mandatory Ordinance and draft Huntington Park's Mandatory Commercial Recycling and Organics Recycling Ordinance for the City Attorney's review which will effectively compel businesses to comply with MCR and MORe and thereby allow the city the enforcement capability to come into State Mandated Compliance and avoid fines by CalRecycle. The Action Plan designates November, 2020 as the date for City Council to approve the new Ordinance and July 1, 2021 as the effective date of the Ordinance.

## **TASK II      Program Requirements Review**

MWS will review all relevant documents to identify program requirements and/or programs required for compliance. These documents and data sources include but are not limited to:

1. Review existing solid waste ordinances/franchise agreement requirements to determine modifications needed
2. Review the City's Program Gaps
3. Review Current Rate Sheet for Waste and Recycling
4. Review Customer List identifying those recycling
5. Review 3<sup>rd</sup> Party Recycling Report
6. Review Hauler and City's progress on implementation

## **TASK III      Implement Program Gap Action Plan**

MWS will meet with the City and the Franchised Hauler to:

1. Review CalRecycle Model Mandatory Recycling Ordinance
2. Draft City of Huntington Park Mandatory Recycling Ordinance

3. Discuss any contract or rate structure changes that may be required
4. Work with City and Hauler to draft new contract requirements as necessary to ensure services are being provided
5. Review the Plan of Action with the necessary steps to implement the steps outlined
6. Ensure that material collected is being taken to a proper facility for processing
7. Review necessary reporting requirements
8. Consider enforcement methods
9. Develop a plan and scope of waste assessments identifying third party and self recycling.
10. Oversee Hauler Waste Assessments scheduled to take place in October, 2020
11. Compile accounts to receive MWS drafted MCR and/or MORe Non-Compliance and Exemption Letters
12. Draft Letter to affected businesses advising of Mandatory Ordinance and Rates
13. Oversee ordering and scheduling of carts and bins
14. Coordinate, schedule and oversee Hauler Workshops
15. Oversee Hauler identification and outreach to Tier 1 & 2 Food Generators
16. Review Hauler outreach to Food Banks and Food Recovery Services and quantify/monitor

#### **TASK IV      City Liaison to CalRecycle**

MWS will act as the City's liaison to CalRecycle for all regulatory compliance communications, revision of programs, data reports, Local Implementation Plan development, submittal of required reports and conference calls/Zoom type meetings.

#### **Section 3    Hauler Financial Audit and Compliance Evaluation**

Section 3 outlines each component necessary to perform the CR&R Financial and Performance Audit which will ensure that the Hauler is fully performing all terms of the Franchise Agreement which includes reporting diversion and tonnages accurately and remitting City Fees as required. These tasks are crucial to make certain that CalRecycle Compliance is achieved and maintained as well as to ensure that the City is receiving the appropriate Fees that it is entitled to. Please note that failure to comply with CalRecycle subjects the City to placement on a Compliance Order and face fines of up to \$10,000 per day.

#### **TASK I      Tonnage Report Review**

Compile the amount of waste generated by City accounts.

- A. Obtain and review tonnage reports submitted to the City.
- B. Verify mathematical accuracy of CR&R's tonnage reports
- C. Agree tonnage data to CR&R's internal tonnage reporting system
- D. Obtain and reconcile landfill reports to disposal reported by CR&R.

## **Task 2 Services by Contractor**

Verify CR&R complied with all Franchise Agreement terms listed of the Agreement. The services include residential, commercial, industrial, temporary bins/roll-off, additional services, missed pickups and non-collection of refuse.

- A. Review of customer complaint records to identify instances of unsatisfactory service and missed pickups, as well as subsequent action by CR&R.
- B. Review the log of "taggings" used by CR&R to document instances of non-collection.

## **Task 3 Diversion**

Verify CR&R diverted a minimum of 31% of solid waste collected under the Agreement from landfilling. Verify CR&R's claimed diversion and cross reference with City's overall compliance goals of 50% and 75%.

- A. Review CR&R's internal tonnage reports and verify that the percentage of tonnage diverted equals or exceeds 31% of the total tonnage collected.

## **Task 4 Construction and Demolition Debris**

Verify CR&R delivered all mixed construction and demolition (C&D) debris loads to a designated C&D facility for processing and diverted a minimum of 65% of all C&D debris collected.

- A. Review CR&R's internal tonnage reports and verify that all C&D debris loads were delivered to a designated C&D facility for processing and diverted a minimum of 65% of the total C&D tons collected.
- B. Select a sample of C&D loads and verify the disposal site.

## **Task 5 Equipment and Maintenance**

Verify CR&R complied with minimum standards for equipment and maintenance, as outlined in the Agreement.

- A. Review CR&R's records of maintenance to verify that the vehicles servicing the City are in compliance as outlined in the Agreement.
- B. Obtain a copy of the most recent Biennial Inspection of Terminal (BIT) report from the California Highway Patrol for CR&R facilities and verify that the facilities received a "satisfactory" rating.

## **Task 6 Personnel**

Verify CR&R complied with the Contractor's personnel section as outlined in the Agreement.

- A. Review CR&R's procedures for employing operating personnel, including the verification of identification and possession of the proper category of drivers' license.
- B. Examine the documentation pertaining to operations and safety for all CR&R personnel per the Agreement.

### **Task 7        Rate Adjustment and Compensation**

Verify CR&R accurately calculated the annual base rate increases based on the method outlined in the Agreement.

- A. Obtain and review the annual rate adjustment calculation for each fiscal year selected and verify that the adjustment agrees with the methodology described in the Agreement and that the rate increase was calculated accurately.

### **Task 8        Billing Accuracy**

Verify CR&R accurately billed all City accounts, Including, but not limited to, residential, commercial bin, roll-off box and temporary service customers in accordance with the approved rate schedule in Exhibit A of the Agreement. Verify on a sample basis by observation the number and size of customer bins at customer locations.

- A. Obtain Excel schedules for all residential, commercial, roll-off and temporary accounts and select a sample for testing.
- B. Obtain billing and payment histories for each account selected for testing and verify that rates billed agree with City-approved rate schedules and/or the Agreement.
- C. Summarize findings and present to City for discussion and possible action.

### **Task 9        Compensation of the Franchise Agreement**

Verify CR&R complied with all terms of Compensation per the Franchise Agreement.

- A. Verify that CR&R complied with all terms of Compensation, including contractor rates, modification of rates, notification of rate adjustments, resolution of disputes, billing and payment, and delinquent accounts.

### **Task 10       City Franchise Fee**

Verify CR&R paid the City Franchise Fee accurately per the Agreement.

- A. Obtain reports submitted with the City franchise fee payments and verify that the fees were accurately calculated.
- B. Agreement gross receipts reported to the City to CR&R's cash receipts reports.

### **Task 11       Insurance and Bond**

Verify CR&R obtained and provided said documents throughout the term of the Franchise Agreement:

1. A faithful performance bond per the Agreement
2. All insurance coverage as provided in the Agreement.

- A. Ensure that CR&R is in compliance with the faithful performance bond requirements of the Agreement.
- B. Ensure that CR&R is in compliance with the insurance requirements of the Agreement.

### **Task 12 Reporting Requirements**

Verify CR&R complied with reporting requirements listed in the Agreement, Including verification of amount of tonnage collected, disposed of or recycled.

- A. Compile reports required by the Agreement and verify mathematical accuracy of each report.

### **Task 13 Recycling Programs**

Verify CR&R complied with the recycling programs as described in the Agreement

- A. Quantify all residential, commercial and industrial customers to determine if CR&R complied with the recycling program, education and implementation requirements as described in the Franchise Agreement

## **Cost of Services in Time and Materials**

### **Cost of Section 1 Ongoing Compliance and Financial Goals**

MWS will conduct Section 1 tasks July 1, 2020 – June 30, 2021, as directed by the City at a base cost of \$110 per hour, with an estimated time of 136 hours for a total not to exceed amount of \$14,960. Please note that the intended use of Annual Administrative Fees as stated in the Franchise Agreement, Section 11.2, approximately \$56,820 paid annually by CR&R, is for ongoing compliance & performance review. MWS shall perform any additional tasks requested outside of the scope of this proposal, in accordance with the rate schedule found in Exhibit I, attached.

### **Cost of Section 2 Implementation of CalRecycle SB 1383 Action Plan**

MWS will conduct these tasks, July 1, 2020 – December 31, 2021, as directed by the City at a base cost of \$110 per hour, with an estimated time of 375 hours for a total not to exceed amount of \$41,250. Please note that the intended use of Annual Administrative Fees stated in the Franchise Agreement, Section 11.2, approximately \$56,820, paid annually by CR&R is for ongoing compliance & performance review. MWS shall perform any additional tasks requested outside of the scope of this proposal, in accordance with the rate schedule found in Exhibit I, attached.

**Cost of Section 3****Initial Financial and Performance Audit**

MWS will conduct these tasks July 1, 2020 – October 1, 2020 as directed by the City at a base cost of \$110 per hour, with an estimated time of 400 hours for a total not to exceed amount of \$44,000. Please note that the intended use of Initial Audit Fee Reimbursement stated in the Franchise Agreement, Section 27.4.1, up to \$60,000 is to be reimbursed to the City by CR&R. MWS shall perform any additional tasks requested outside of the scope of this proposal, in accordance with the rate schedule found in Exhibit I, attached.

Sections 1 and 2 are developed collectively and are dependent upon each other for approval by the City. Section 3 was developed independently and stands alone. Approval of Section 3 by the City may be accepted either independently or in its entirety with Sections 1 and 2.

If you have any questions or require further clarification of this proposal, please do not hesitate to contact me at 909-234-9099.

Sincerely,

*Susan Contreras*

Susan Contreras

Principal/Senior Consultant

## **EXHIBIT I**

### **MWS SCHEDULE OF RATES**

<b>Principal/Senior Consultant</b>	<b>\$110/Hr</b>
<b>Senior Staff</b>	<b>\$85/Hr</b>
<b>Junior Staff</b>	<b>\$65/Hr</b>
<b>Administrative Staff</b>	<b>\$40/Hr</b>
<b>Subcontractor</b>	<b>Cost</b>
<b>Travel Expenses</b>	<b>\$.45/Mile</b>
<b>Reproduction</b>	<b>\$0.25/Pg</b>

## EXHIBIT 2

California Environmental Protection Agency



Department of  
Resources Recycling and Recovery

Gavin Newsom  
California Governor

Jared Blumenfeld  
Secretary for Environmental Protection

Ken DaRosa  
CalRecycle Acting Director

June 22, 2020

Ricardo Reyes, City Manager  
City of Huntington Park  
6900 Bissell Street  
Huntington Park, CA 90255

Dear Mr. Reyes,

We are writing regarding the status of CalRecycle's review of whether City of Huntington Park (City) is complying with meeting AB 939 requirements. Public Resources Code (PRC) Section 41825 specifies a schedule for this review and requires CalRecycle to make a finding of whether or not each jurisdiction complies with PRC Section 41780 during the review period. Additionally, both AB 341 and AB 1826 specifically authorize CalRecycle to conduct reviews of mandatory commercial recycling programs (PRC Section 42649.3(h)) and/or mandatory commercial organics recycling programs (PRC Section 42649.82(g)(2)) at any time. These laws require that your Jurisdiction conducts education, outreach, and monitoring activities annually to covered businesses and multifamily dwellings and provides an update to CalRecycle each reporting year. AB 1826 also requires that each jurisdiction address other activities, such as infrastructure, etc., and report that annually to CalRecycle. As a result of this review, the City was found to be deficient in implementing its Mandatory Commercial Recycling and Mandatory Commercial Organics Recycling programs.

Since being informed of the program gaps, the City submitted a strategy to adequately address the gaps as indicated in the Request For Approval dated May 19, 2020 and approved at the CalRecycle public meeting on June 16, 2019.

Mandatory Commercial Recycling and Mandatory Commercial Organics Recycling activities to address gaps:

- Modify franchise agreement to ensure the MCR and MORe program can be extended to all covered businesses.
- Adopt an ordinance that requires covered businesses to participate in MCR and MORe collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.

- Require Franchise Hauler to provide recycling and/or organics collection services to all covered businesses that require service(s).
- Identification of businesses that self-haul. Establish method of data collection and monitoring of self-haulers.
- Provide MCR and MORe services automatically to all covered businesses. The jurisdiction has provided a date by when containers would be delivered.
- Review of current MCR and MORe programs to ensure effective follow up with those not recycling, that education and outreach materials are up to date, and to ensure signage and education is provided to participants in the programs.
- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

CalRecycle staff will begin monitoring implementation based on the jurisdiction's submitted plan timeline to ensure that the program gaps are fully addressed. During that time, if the City is not making adequate progress to address the gaps, the City will be notified and the program will be referred to the Jurisdiction Compliance Unit (JCU) for investigation.

We appreciate the City of Huntington Park's attention to fully addressing the program gaps. Should you have any questions, please contact Jennifer Wallin at (562) 492-9685 or [jennifer.wallin@calrecycle.ca.gov](mailto:jennifer.wallin@calrecycle.ca.gov).

Sincerely,



Jennifer Wallin  
Section Manager  
Local Assistance and Market Development

cc:

Primitivo Nuñez, Unit Supervisor, CalRecycle – LAMD South Section  
Apollo Fraidany, Environmental Scientist, CalRecycle - LAMD South Section  
Raul Alvarez, Assistant City Manager  
Christina Dixon, City Staff Analyst



# MUNICIPAL WASTE SOLUTIONS

**P.O. Box 2045  
Blue Jay, CA 92317**

**909-234-9099**

## **STATEMENT OF QUALIFICATIONS SUSAN CONTRERAS**

Municipal Waste Solutions (MWS) is owned and operated by Susan Contreras since 2013. Mrs. Contreras has been involved in recycling and solid waste management in California since 1991 and the inception of the California Integrated Waste Management Act working for Emcon Associates, Inc. and assisting in the Recycling Plan development for over 32 municipalities. Mrs. Contreras also assisted RIS and Huls Environmental Management in the preparation of waste characterizations, spreadsheets and conducting research to finalize the development of Recycling Plans required by Assembly Bill 939. MWS has worked with many jurisdictions on compliance implementation and oversight to meet CalRecycle AB 341 (MCR) and AB 1826 (MORE) requirements.

Mrs. Contreras is currently providing consulting services for the cities of Maywood, Huntington Park, La Puente, Lynwood Unified School District and performing the following project work for each city:

### **City of Huntington Park      February 2020 - Current**

MWS developed an action plan to address the Program Gaps identified by CalRecycle. The necessary tasks to close program gaps within the State's desired timeline were determined as well as enforcement methods to compel participation. In addition, MWS manages the City's Used Oil and Beverage Container Grants.

### **City of El Monte      December 2004 to 2016; May, 2020- Current**

#### **May, 2020 - Current**

MWS services have been retained to review the hauler franchise agreement and reports to estimate the financial value to determine a starting point for negotiations on an extension. In the process, MWS uncovered \$1,000,000 due to the City by the hauler. In addition, MWS is working closely with the Environmental Services Department on Hauler delinquent accounts tax roll process. MWS services has also been retained to provide guidance, training and support to the Environmental Services Department.

**December 2004 to 2016;**

Beginning in 2004, in partnership with Huls Environmental, Mrs. Contreras coordinated the structure and transition of the residential waste and recycling service to two exclusive haulers and continued to monitor the Franchise compliance. In 2007-2008, Mrs. Contreras was instrumental in coordinating the structure and transition of the Commercial, Multi-Family and Temporary Services routes into an equitable split amongst four haulers with seven Franchise Agreements. Continuous monitoring of the haulers was performed to insure compliance with the Franchise Agreements. In addition, two comprehensive compliance and performance audits were conducted on all seven existing franchise agreements and have uncovered & recouped over \$1.5 million dollars due to the city. Beginning in 2009, Mrs. Contreras went in-house to fully manage the City's Environmental Services Department as well as the HHW Facility, the Beverage Container and Used Oil Grant Programs.

**Tasks and projects conducted by MWS include:**

- Hauler Franchise Compliance, Management and Municipal Code Enforcement
- Comprehensive Hauler Audits uncovering over \$1.5 million dollars
- Programs for Construction & Demolition Debris
- Hauler Contract Negotiations and Transition Oversight
- Recycling Diversion Programs and AB 341, SB 32 and AB 939 Compliance & Reporting
- Used Oil Recycling Grant and Beverage Container Grant Management
- Household Hazardous Waste Facility Management

**City of Maywood      December 2016 to Current**

MWS was contracted in December 2016 to bring the City of Maywood into compliance with CalRecycle's Compliance Order and Mandates as well as filing quarterly and annual CalRecycle reports. As a result, we were able to substantially reduce penalties and extend the timeframe for compliance. MWS drafted the Revised C&D Ordinance in 2017 to comply with CalRecycle and CalGreen and drafted the Mandatory Recycling Ordinance which was implemented in January, 2019. In addition, MWS conducted a performance review of the then contracted hauler and due to default, evaluated proposals in response to an RFP as well as performed oversight of the transitioning and performance of the new hauler. MWS also obtained and administers the annual Beverage

Container Grants and Expenditure Reports. In addition, as a result of low participation in the Organics Program, MWS developed an action plan to address these Program Gaps identified by CalRecycle. The necessary tasks to close program gaps within the State's desired timeline were determined as well as enforcement methods to compel participation.

**City of La Puente     June 2015 to Current**

In 2015, MWS was contracted in La Puente to further prepare and implement the City's SRRE and HHWE. MWS maintains and monitors both elements and prepares all reports required by CalRecycle. The disposal tonnage is analyzed and reported to CalRecycle as the City is bordered by Unincorporated LA County and 50% of their waste reported to the DRS is mis-allocated which affects compliance. MWS has been successful in assisting the City in achieving compliance with CalRecycle. The franchised hauler's performance and compliance with their contract and CalRecycle mandates is monitored and reviewed. In addition, as a result of low participation in the Organics Program, MWS developed an action plan to address the Program Gaps identified by CalRecycle. The necessary tasks to close program gaps within the State's desired timeline were determined as well as enforcement methods to compel participation.

**Lynwood Unified School District     June 2015 to Current**

In 2016, MWS began working with the Lynwood Unified School District to bring them into compliance with State Environmental Laws by developing a benchmark of solid waste output, recyclable materials, recycling program recommendations and diversion program development and implementation. MWS developed and managed a Request for Proposal process which resulted in selecting a qualified solid waste and recycling company to implement the recycling programs.

**City of Lynwood     May 2014 to December, 2019**

Beginning in 2014, MWS setup and initiated the Administrative Program and developed required City and State Reports for AB 939 Compliance. In addition, MWS manages and monitors compliance by the waste hauler with the terms of their Franchise Agreement to ensure compliance of the terms and conditions contained in the Franchise Agreement and Compliance with CalRecycle. During the initial Comprehensive Audit, MWS uncovered and recouped \$1,500,000 due to the City. Currently, MWS is assisting the City and Hauler with programs to increase diversion and participation with mandatory recycling and organics diversion programs as well as administrating CalRecycle Grants.

City of Bell August 2012 to August 2014

In August of 2012, Mrs. Contreras began auditing the hauler transition for the City of Bell and reviewing the Prop 218 requirement. In addition, she reviewed all hauler reporting and payments for accuracy and compliance and ensured AB939 and AB341 compliance and reporting. Due to her work on this contract, the City achieved the goal to become more self-sufficient in overseeing the hauler activities.

## References:

<b>Troy Grunklee,</b>	La Puente, Director of Administrative Services	(626) 855-1500
<b>David Mango,</b>	Maywood Assistant City Manager	(323) 562-5721
<b>Don Wagner,</b>	Maywood & Rosemead former City Mgr	(818) 422-1854
<b>Jesus Gomez,</b>	Norwalk City Manager	(562) 929-5700



## Attachment “B”



# ATTACHMENT B

DATE	TASK
July, 2020	Review CalRecycle Model Ordinance
July, 2020	Review Pertinent articles for newsletters, website & social media
July, 2021	Oversee rollout of the Mandatory MCR & MORe containers & Education/Outreach
Aug, 2020	Draft Mandatory MCR/MORe Ordinance
Aug, 2020	Develop Plan to Determine Service Levels for Regulated Businesses
Aug, 2020	Develop Scope of Assessment of Each Regulated Business
Aug, 2020	Develop Method to Identify Regulated Businesses Self Hauling & to Contact Self Haulers
Sept, 2020	City Attorney to Finalize Ordinance Review
Sept, 2020	Review Hauler Agreement for changes required for Ordinance compliance
Sept, 2020	Oversee Hauler's collection of Self Hauler Data
Sept, 2020	Oversee Hauler Annual Waste Assessment
Oct, 2020	Send out MCR & MORe Non-Compliance & Exemption Letters
Oct, 2020	1st Reading of Ordinance
Oct, 2020	If Hauler Agreement requires modification, draft Amendment for Council Approval. Amendment effective date 7/1/21
Sept, 2020	Coordinate Hauler Report & Enforcement Action
Sept, 2020	Maintain Enforcement Action Log
Nov, 2020	Council Approval of Ordinance (goes into effect 7/1/21)
Dec, 2020	Draft City Letter and compile list of MCR/MORe Non-Compliant Businesses/MF Customers & Exempt Businesses
Mar, 2021	Oversee that Carts are ordered & received by May, 2021
May, 2021	internally & outreach
May, 2021	Review Organics Capacity Planning
June, 2021	Draft City Letter to Businesses/MF Customers re: new ordinance/rates
June, 2021	Oversee Hauler Workshops
Sept, 2021	Oversee Hauler identification of & outreach to Tier 1 & Tier 2 food generators
Sept, 2021	Review Hauler outreach to food bank & food recovery services



**ITEM NO. 5**

**APPROVE PURCHASE AND INSTALLATION OF BI-DIRECTIONAL AMPLIFIER  
(BDA) SYSTEM NEEDED FOR NEWLY INSTALLED ICI RADIO SYSTEM**

1. A copy of the Staff Report will be available on Monday, July 20, 2020 at the City Clerk's Office.



**ITEM NO. 6**

**CONSIDERATION AND APPROVAL OF A RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2020-2021**





# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

July 21, 2020

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF A RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2020-2021**

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

1. Adopt Resolution No. 2020-51, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2020-2021 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2020.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In 1976, the voters of the City of Huntington Park approved an initiative to pay for the City's obligation to participate in the State of California Public Employees' Retirement System (CalPERS). Since that time, the City Council has annually set this voter approved ad valorem tax rate that facilitates placement on the property tax rolls by the Auditor Controller of the County of Los Angeles in order for the City to be able to meet its CalPERS related pension obligations.

Further, in 2005, the City issued \$23,050,000 City of Huntington Park Pension Obligation Bonds (Federally Taxable), Series 2005A ("Refunding Bonds"). The proceeds of the Refunding Bonds were then deposited into CalPERS to mitigate the City's unfunded pension liability for public safety employees at that point in time. The pension tax override was then pledged to the Refunding Bonds and in order to establish the obligation by law, the Refunding Bonds were validated in the courts, a judgment so entered, and the Refunding Bonds and a pledge of the override accordingly validated.

As in prior years, City Council establishes the property tax rate to be levied for FY 2020-2021 by resolution. Staff will move forward with placement on the property tax roll prior to the August 10, 2020 deadline, so that collection is ensured for payment of the City's debt service obligation.

**CONSIDERATION AND APPROVAL OF A RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2020-2021**

July 21, 2020

Page 2 of 2

**FISCAL IMPACT/FINANCING**

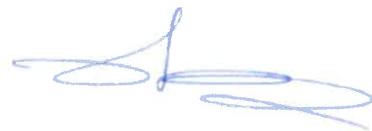
If the City Council approves the proposed rates, the pension tax revenues are estimated in the amount of \$6.8 million for Fiscal Year 2020-2021.

The City's pension obligation bond debt service payments are budgeted for Fiscal Year 2020-2021 in the amount of \$2.4 million. Additionally, the City's budgeted costs for pension benefits for City employees is estimated at \$6.3 million for Fiscal Year 2020-2021. There is a shortfall of \$1.9 million in covering the City's costs for pension obligations.

**CONCLUSION**

After Council approval of the resolution fixing the annual pension tax rate for the payment of debt service, as well as a portion of the cost of the CalPERS contribution, the City Clerk shall certify as to the adoption of the Resolution and cause it to be published once in a newspaper of general circulation, no later than fifteen (15) days following the adoption.

Respectfully submitted,



RICARDO REYES  
City Manager



NITA MCKAY  
Director of Finance & Administrative Services

**ATTACHMENT(S)**

- A. Resolution No. 2020-51, Fixing the Rate of Taxes to Pay the Cost of the Public Employees' Retirement System for the Fiscal Year 2020-2021 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2020.

## **Attachment “A”**



## **RESOLUTION NO. 2020-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK FIXING THE RATE OF  
TAXES TO PAY THE COST OF THE PUBLIC  
EMPLOYEES RETIREMENT SYSTEM FOR THE  
FISCAL YEAR 2020-2021 AND LEVYING TAXES FOR  
SAID RETIREMENT SYSTEM TO THE FISCAL YEAR  
BEGINNING JULY 1, 2020**

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

**SECTION 1.** The tax rate for the cost of the Public Employees' Retirement System is hereby fixed at the following rates per \$100.00 of assessed valuation at full market value for the fiscal year 2020-2021 for the following tax districts of the City, namely:

Huntington Park Tax District #1	<u>.21000</u>
Huntington Park CBD Redevelopment Project	<u>.21000</u>
Huntington Park Industrial Redevelopment Project	<u>.21000</u>
Huntington Park North Redevelopment Project	<u>.21000</u>
Huntington Park Santa Fe Redevelopment Project Tax	<u>.21000</u>
Huntington Park Neighborhood Preservation Redevelopment Project	<u>.21000</u>

Said taxes are hereby levied upon all taxable property within the City of Huntington Park.

**SECTION 2.** The Mayor and/or City Clerk are authorized and directed to certify, under penalty of perjury, that the tax rates levied herein are exempt from the application of Article XIII A, Section 1(A) of the Constitution of the State of California.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution and cause it to be published once in The Press Telegram, a newspaper of general

1 circulation, printed and published in the County of Los Angeles and circulated in the  
2 City of Huntington Park. Such publication to be completed not later than fifteen (15)  
days following the passage hereof.

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4 **PASSED, APPROVED AND ADOPTED** this 21<sup>st</sup> day of July 2020.

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 Manuel "Manny" Avila, Mayor

8 ATTEST:

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 Sergio Infanzon, Acting City Clerk

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**ITEM NO. 7**

**CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL SPECIAL TAX FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR 2020-2021**





# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

July 21, 2020

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL SPECIAL TAX FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR 2020-2021**

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

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2020-52 Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2020-2021.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In 2004, City voters passed Measure L, which replaced the former Lighting and Landscaping Maintenance District with a parcel tax designed to upgrade the City's aging streetlights. The monies received by the Measure L parcel tax pays for debt service, electricity, repair, and maintenance of light fixtures and landscape maintenance throughout the City.

The Measure L Assessment Levy Schedule places each property owner into one of 40 categories, each of which has a different annual fee charge as shown in Attachment A, Exhibit A. The Measure L assessment levy is collected on the annual property tax bill. The Assessment Levy Schedule is subject to a 3.0% annual inflation increase in accordance with Ordinance 750-NS. The authorizing Ordinance requires that the annual levy and annual operating expense budget be approved by the City Council each fiscal year.

**CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL SPECIAL TAX FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR 2020-2021**

July 21, 2020

Page 2 of 3

**Fiscal Year 2019-2020 Financial Performance.** The Street Lighting and Landscape Assessment Fund began Fiscal Year 2019-2020 with a positive fund balance of \$1,173,913. Estimated revenues for Fiscal Year 2019-2020 were \$1,775,390 which included Assessment Revenue of \$1,764,490 and Interest Income of \$10,900. The City has currently collected \$1,763,737 in revenues at June 30, 2020.

The Fiscal Year 2019-2020 expenditure budget totaled \$2,021,209. The City has expended \$1,741,327 to date, with many of the year-end expenditures to be recorded this month. This special assessment provides adequate coverage of all expenditures for the Street Lighting and Landscape Assessment Fund, so the General Fund is not required to subsidize this fund. Further, while property tax delinquencies within the Street Lighting and Landscape District are 2.6% and 8.7% for the 1<sup>st</sup> and 2<sup>nd</sup> installments of Fiscal Year 2019-2020, respectively, additional financial flexibility is afforded by a positive fund balance.

**Fiscal Year 2020-2021 Financial Estimates.** The City estimates that revenues will be received for the Street Lighting and Landscape District in the amount of \$1,834,600 for Fiscal Year 2020-2021. The approved expenditures consist of 45% Debt Service, 8% Electricity, 4% Light Fixtures Maintenance, 10% Transfers, 27% Landscaping Maintenance and 6% Salaries & Benefits. The table below illustrates Fiscal Year 2019-2020 Actuals and Fiscal Year 2020-2021 Budget.

<u>Measure L - Fund 535</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>
	<u>Actuals</u>	<u>Budget</u>
<b>Revenues</b>		
Street Light Assessment	\$ 1,750,463	\$ 1,820,700
Interest Income	13,274	13,900
<u>Total Revenues</u>	<u>\$ 1,763,737</u>	<u>\$ 1,834,600</u>
<b>Expenditures</b>		
Salaries & Benefits	\$ 92,966	\$ 118,752
Debt Service	884,542	922,362
Electricity	156,563	168,000
Light Fixtures Maintenance	62,864	76,846
Landscaping Maintenance	344,393	542,113
Transfers	200,000	200,000
<u>Total Expenditures</u>	<u>\$ 1,741,328</u>	<u>\$ 2,028,073</u>

**CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL SPECIAL TAX FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR 2020-2021**

July 21, 2020

Page 3 of 3

**FISCAL IMPACT/FINANCING**

The fiscal impact is detailed in the paragraphs above regarding both budgeted and actual revenues and expenditures for the Street Lighting and Landscape Assessment Fund.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Ordinance No. 750-NS, Section 3-10.08c requires the Finance Officer to file a report with the City Council at least once a year. This report is to contain information on the amount of funds collected and expended as well as information on the status of any project required or authorized to be funded by the proceeds of the charge.

**CONCLUSION**

A copy of the approved resolution will be provided to the Los Angeles County Auditor and Los Angeles County Tax Collector for collections.

Respectfully submitted,



RICARDO REYES

City Manager



NITA MCKAY

Director of Finance & Administrative Services

**ATTACHMENT(S)**

- A. Resolution No. 2020-52, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2020-2021
- B. Notice of Public Hearing – Proof of Publication



## **Attachment “A”**



## **RESOLUTION NO. 2020-52**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK ESTABLISHING AND  
ORDERING THE LEVY AND COLLECTION OF THE  
ANNUAL SPECIAL TAX FOR THE CITY OF  
HUNTINGTON PARK STREET LIGHTING, PARKS AND  
LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL  
YEAR 2020-2021**

**WHEREAS**, the City Council of the City of Huntington Park, California, did initiate proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax within the City, all of which are authorized pursuant to the terms and provisions of Government Code Section 50075 and Ordinance 750-NS of Municipal Code of the City. This district shall hereinafter be referred to as STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT (hereinafter the "District"); and

**WHEREAS**, the City Council of the City of Huntington Park did, by Ordinance 750-NS, as authorized by Section 50075 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to said District, and the City Council now desires to establish the rate of special tax to be collected for the Fiscal Year 2020-2021.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK  
DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The specific rate and amount of the special tax to be collected to pay for the costs and expenses for the Fiscal Year 2020-2021 for the referenced District are hereby determined and established as set forth in Exhibit "A" attached hereto and incorporated by reference.

**SECTION 3.** The rates as set forth in Exhibit "A" do not exceed the amount previously authorized by the City Council and further do not exceed the amount previously approved by the qualified electors of the District.

**SECTION 4.** The proceeds of the special tax shall be used to pay, in whole or in part, the costs of financing the improvements as follows.

## Improvements:

Park maintenance and improvement, street landscaping maintenance and improvement and the operation improvement and maintenance of street lighting, as set forth in Section 105 of California Revenue and Taxation Code.

**Section 5.** The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected by the County of Los Angeles on behalf of the City of Huntington Park, and shall be subject to the same penalties, procedure and sale in case of any delinquency for ad valorem taxes.

**Section 6.** All revenue so collected either on the County Tax Roll or by any other method, shall be paid into the City of Huntington Park Treasury and credited to a special fund, which shall only be used for the District in the manner specified above.

**Section 7.** The City Clerk shall certify to the adoption of this resolution and shall timely file certified copies thereof with the County Auditor and County Tax Collector.

**PASSED, APPROVED, AND ADOPTED THIS 21<sup>st</sup> day of July, 2020.**

## Manuel “Manny” Avila, Mayor

**ATTEST:**

Sergio Infanzon, Acting City Clerk

**EXHIBIT "A"**

As specified in Ordinance 750-NS, all Taxable Property shall be subject to an annual Maximum Special Tax in Fiscal Year 2020-21 as shown in the table below:

Land Use	Total Per Parcel Tax
Auto, Recreation/Construction Equipment, Sales & Services	\$ 616.17
Banks, Savings & Loans	\$ 308.07
Bowling Alleys	\$ 854.08
Cemeteries, Mausoleums, Mortuaries	\$ 92.78
Churches	\$ 245.03
Clubs and Lodge Halls	\$ 490.07
Commercial-Miscellaneous	\$ 308.07
Department Stores	\$ 980.18
Food Processing Plants	\$ 672.07
Heavy Manufacturing	\$ 308.07
Homes for Aged	\$ 276.57
Hotels and Motels	\$ 980.18
Industrial - Miscellaneous	\$ 490.07
Light Manufacturing	\$ 735.11
Lumber Yards	\$ 308.07
Mineral Processing	\$ 245.03
Mobile Home Parks	\$ 980.18
Office Buildings	\$ 308.07
Open Storage	\$ 490.07
Parking Lots (Commercial Use)	\$ 276.57
Parking Lots (Industrial Use)	\$ 276.57
Private Schools	\$ 245.03
Professional Buildings	\$ 308.07
Residential with Four Units	\$ 442.81
Residential with Three Units	\$ 336.05
Residential with Two Units	\$ 229.30
Restaurants	\$ 672.07
Rooming Houses	\$ 624.80
Service Shops	\$ 308.07
Service Stations	\$ 490.07
Shopping Ctr. (Neighborhood)	\$ 672.07
Single-Family Residential	\$ 122.52
Store Combinations	\$ 490.07
Stores	\$ 490.07
Supermarkets	\$ 980.18
Theaters	\$ 672.07
Utility	\$ 31.53
Vacant, Unimproved Lots	\$ 31.53
Warehousing, Distribution, Storage	\$ 553.14
Water Recreation	\$ 854.08
Wholesale and Manufacturing Outlets	\$ 735.11
Apt Units 5 More	\$ 533.79



## **Attachment “B”**



# Long Beach Press-Telegram

5225 E. Second St.  
Long Beach, CA 90803  
562-499-1236  
Fax: 562-499-1391  
legals@presstelegram.com

(Space below for use of County Clerk Only)

5007732

CITY OF HUNTINGTON PARK  
6550 MILES AVE  
HUNTINGTON PARK, CA 90255

## PROOF OF PUBLICATION (2015.5 C.C.P.)

### STATE OF CALIFORNIA County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

07/11/2020

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,  
this 15th day of July, 2020.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

Legal No. 0011397138

#### NOTICE OF PUBLIC HEARINGS

**NOTICE IS HEREBY GIVEN** that the Huntington Park City Council will hold two (2) public hearings at the City Council Meeting on **Tuesday, July 21, 2020, at 6:00 p.m.** at City Hall in the Council Chambers, located on the 2nd floor at 6550 Miles Avenue, Huntington Park, California 90255. The public hearings will be for the following:

(1) A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REGARDING THE COLLECTION OF DELINQUENT RUBBISH CHARGES (172.54 REFUSE COLLECTION FEES) FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020 PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE TO BE COLLECTED AT THE SAME TIME AND ON THE SAME MANNER AS COUNTY TAXES

(2) A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK ESTABLISHING AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL SPECIAL TAX FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR 2020-2021

Due to COVID-19, the City is restricting public attendance at City Council meetings. All interested persons have the right to be heard pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20. For those interested in making public comments, the City will receive your comments by contacting the City Clerk's office no later than 5:00 p.m. on Tuesday, July 21, 2020. It is requested that any comments be emailed to the City Clerk's office at [publiccomment@hpcgov.org](mailto:publiccomment@hpcgov.org) or submitted by mail to the City Clerk's Office, City of Huntington Park, 6550 Miles Ave, Huntington Park, CA 90255. Your comments will be read into the record at the City Council meeting.

**PLEASE NOTE:** If you challenge any portion of the proposed Resolution in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Pub July 11, 2020(11) PT(11397138)



**ITEM NO. 8**

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING  
COLLECTION OF DELINQUENT REFUSE CHARGES PURSUANT TO SECTION 6-  
2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE  
COLLECTION FEES)**





# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

July 21, 2020

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING  
COLLECTION OF DELINQUENT REFUSE CHARGES PURSUANT TO SECTION 6-  
2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE  
COLLECTION FEES)**

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

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 2020-53, Directing the County Assessor to include delinquent refuse collection fees as a special assessment to be collected at the same time and in the same manner as County taxes (172.54 Refuse Collection Fees).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

CR&R, Incorporated is the City's current residential and commercial waste hauler. As required by the City's franchise agreement with CR&R and in accordance with Section 6-2.112 of the City of Huntington Park Municipal Code, CR&R has provided a list of delinquent residential and commercial accounts for the purpose of debt collection. Collection of delinquent accounts, including all applicable fees and penalties, is accomplished through the Los Angeles County Auditor-Controller's Office via the annual property tax roll.

The Los Angeles County Auditor-Controller's Office requires a City Council resolution to be adopted annually to document the service assessments to be levied upon each real property parcel and to inform the Auditor-Controller of the City's intent to collect delinquent fees associated with trash accounts via the tax roll. Absent this action, the City would be unable to collect the annual delinquent charges for the given year.

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING  
COLLECTION OF DELINQUENT REFUSE CHARGES PURSUANT TO SECTION 6-  
2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE  
COLLECTION FEES)**

July 21, 2020

Page 2 of 3

As required by law, the City publicized the public hearing in the July 11, 2020 edition of the Press Telegram.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The City's franchise agreement with the waste hauler provides for municipal solid waste and recycling collection, transport and disposal services ("Refuse Disposal Service") to residential and commercial properties in the City. Residential and operating business are required to have Refuse Disposal Service and each property owner of a residential and commercial property is ultimately responsible for the payment of charges for service provided. In the event that the Refuse Disposal Service charge billed by the City's waste hauler is not paid, the provisions of California Health and Safety Code Section 5473a and Section 6-2.112 of the City of Huntington Park Municipal Code authorize the City to collect the delinquent Refuse Disposal Service charges from the owners of the residential and commercial properties shown on the property tax roll after notice is given and a public hearing is held by the Huntington Park City Council.

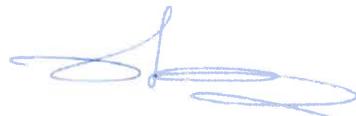
**FISCAL IMPACT/FINANCING**

Upon receipt of monies from the Los Angeles County Auditor-Collector, the City will remit payment to CR&R equal to the actual amount recovered less ten percent (10%), in accordance with Section 6-2.112 of the City of Huntington Park Municipal Code to cover the City's cost in the collection of the delinquent fees. The City will also receive payment of the franchise fee from CR&R for the amount of delinquent fees received via the County tax roll.

**CONCLUSION**

Upon adoption of the attached Resolution, staff will proceed to coordinate with the County and place the subject assessments on the County's Tax Roll for Fiscal Year 2020-2021.

Respectfully submitted,



RICARDO REYES  
City Manager

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING  
COLLECTION OF DELINQUENT REFUSE CHARGES PURSUANT TO SECTION 6-  
2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE  
COLLECTION FEES)**

July 21, 2020

Page 3 of 3



NITA MCKAY  
Director of Finance & Administrative Services

**ATTACHMENT(S)**

- A. Resolution No. 2020-53, Directing The County Assessor To Include Delinquent Refuse Collection Fees As A Special Assessment To Be Collected At The Same Time And In The Same Manner As County Taxes (172.54 Refuse Collection Fees)
- B. Notice of Public Hearing – Proof of Publication



## Attachment “A”



## **RESOLUTION NO. 2020-53**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF HUNTINGTON PARK AUTHORIZING AND  
DIRECTING THE COUNTY ASSESSOR TO INCLUDE  
DELINQUENT REFUSE COLLECTION FEES AS A  
SPECIAL ASSESSMENT TO BE COLLECTED AT THE  
SAME TIME AND IN THE SAME MANNER AS  
COUNTY TAXES (172.54 REFUSE COLLECTION  
FEES)**

**WHEREAS, Section 38790.1 of the Government Code of the State of California authorizes cities to collect delinquent refuse fees via a special assessment to be collected with county taxes; and**

**WHEREAS**, the City of Huntington Park and its contractor have made numerous attempts to collect the delinquent refuse collection fees; and

**WHEREAS**, pursuant to Sections 25831 and 38790.1 of the Government Code of the State of California, notice was provided to all delinquent account holders of the Public Hearing; and

**WHEREAS**, a duly noticed Public Hearing was held on July 21, 2020 and closed with all comments received.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK  
DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1.** The list of properties and the amounts to be collected, attached as Exhibit "A", shall be forwarded to the Los Angeles County Auditor-Controller for posting on the tax bill as a special assessment. Exhibit "A" may be modified by the Director of Finance & Administrative Services to delete those parcels where delinquent bills are paid prior to the City Council hearing.

**SECTION 2.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED THIS 21<sup>st</sup> day of July, 2020.**

## Manuel “Manny” Avila, Mayor

**ATTEST:**

## Sergio Infanzon, Acting City Clerk



**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2019-20 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

<b>PARCEL #</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>BALANCE</b>	<b>10% CITY FEE</b>	<b>TOTAL DUE</b>
6009030014	UHCC	5925 S ALAMEDA ST #B	3,324.25	332.43	3,656.68
6009031002	URIBE'S CUTTING ROOM	5922 WILMINGTON AVE	2,058.64	205.86	2,264.50
6009037055	LEONARDO LOPEZ	2031 E 65TH ST	415.72	41.57	457.29
6212001025	HECTOR & MARTHA MALDONADO	3103 WALNUT ST	163.60	16.36	179.96
6212002024	RASPADO XPRESS	3052 E FLORENCE AVE	183.21	18.32	201.53
6212002027	ANGEL SANTIESLEBUN	3045 WALNUT ST	98.16	9.82	107.98
6212005040	SILVIAS BEAUTY SALON	7423 STATE ST	145.04	14.50	159.54
6212013037	EZ AUDIO	7719 STATE ST	183.78	18.38	202.16
6212013048	LETICIA RODRIGUEZ	3206 GRAND AVE	98.16	9.82	107.98
6212016046	JOSE M JR ET AL MUÑOZ	7817 STATE ST	46.71	4.67	51.38
6212016047	LA ESTRELLITA MEAT MARKET	7825 STATE ST	428.93	42.89	471.82
6213001017	AUGUSTIN NIEVES	3303 WALNUT ST	411.20	41.12	452.32
6213001019	MASSIMO D & BERTHA A DEGLI ERE	3257 WALNUT ST	586.20	58.62	644.82
6213002002	EBENEZER CAR WASH	3356 E FLORENCE AVE	68.61	6.86	75.47
6213003023	PURE CELLULAR #6	3420 E FLORENCE AVE	195.89	19.59	215.48
6213004007	DANIEL & ISABEL VALENCIA	3252 WALNUT ST	95.40	9.54	104.94
6213005025	NICOLAS & NORA CHAVEZ	3404 WALNUT ST	32.72	3.27	35.99
6213007002	RAFAEL JR CARDENAS	3316 CALIFORNIA ST	43.76	4.38	48.14
6213007019	SOSCHY'S COIN LAUNDRY	7412 1/2 STATE ST	247.80	24.78	272.58
6213009008	CESAR & EDITH ORDONEZ	3470 CALIFORNIA ST	98.16	9.82	107.98
6213010013	NELLY TOVAR	3300 LIVE OAK ST	19.98	2.00	21.98
6213014019	CHAVEZ GUEVARA	3333 HOPE ST	27.88	2.79	30.67
6213016001	LUPES UNISEX BEAUTY SALON & BA	7654 STATE ST	645.69	64.57	710.26
6213016008	CHRISTIAN AMEZCUA	3253 GRAND AVE	65.44	6.54	71.98
6213017010	ROSA G TR JAQUEZ	3358 HOPE ST	211.90	21.19	233.09
6213018019	MARISCOS EL LEVANTON	7651 CALIFORNIA AVE	771.00	77.10	848.10
6213019018	ROBERTO JIMENEZ	3247 OLIVE ST	32.72	3.27	35.99
6213020012	JERRY & VANESSA POTTS	3372 GRAND AVE	127.20	12.72	139.92
6213020019	ARCELIA ARREDONDO	3353 OLIVE ST	98.86	9.89	108.75
6213023023	SANDRA L GALINDO	3400 OLIVE ST	32.72	3.27	35.99
6213025018	MARTHA AGUILAR	3247 BROADWAY AVE	65.44	6.54	71.98
6213026021	JOSE G ARGINIEGA	3333 BROADWAY AVE	32.72	3.27	35.99
6213031022	VASQUEZ AUTO SERVICE	8012 STATE ST	61.26	6.13	67.39
6213032010	ABRAHAM MARTINEZ	3374 CUDAHY ST	101.10	10.11	111.21
6213032023	MARIA A DE FRANCO	3332 CUDAHY ST	32.72	3.27	35.99
6213033019	ROBERT OTERO	3451 SANTA ANA ST	35.16	3.52	38.68
6214002001	JESSIE L ALVARADO	7402 CALIFORNIA AVE	98.86	9.89	108.75
6214002014	DAVID/ROBERT & VIVIA ARROYO	3613 LIVE OAK ST	34.68	3.47	38.15
6214005011	HECTOR L ALVARADO V. TORRES	3514 FLOWER ST	132.84	13.28	146.12
6214007011	HENRY GRANADOS	3521 GRAND AVE	628.53	62.85	691.38
6214010014	MARTIN ROSAS	3720 GRAND AVE	41.54	4.15	45.69
6214010020	ERWIN L GREEN	3709 OLIVE ST	163.60	16.36	179.96
6214013019	RAFAEL BECERRA	3803 HILL ST	65.44	6.54	71.98
6214014007	SUSANA FARIAS	3825 HILL ST	169.47	16.95	186.42
6214014008	EDDY GARCIA	3829 HILL ST	32.72	3.27	35.99
6214014019	LUDIVINA VARGAS	3923 HILL ST	32.72	3.27	35.99
6214015004	ALBERTO MENDEZ	3927 HILL ST	32.72	3.27	35.99
6214016022	JESUS A RUIZ	7866 CALIFORNIA AVE	32.72	3.27	35.99
6214018015	MARIA DEL ROSARIO LUNA	3916 HILL ST	423.80	42.38	466.18
6214018023	IGNACIO MUNGUA	3907 BROADWAY AVE	195.40	19.54	214.94
6214020018	LOPEZ PEREZ GUMERCINDO	3534 BROADWAY AVE	43.76	4.38	48.14
6214024017	MARIA G HIGUERA	4137 CUDAHY ST	163.60	16.36	179.96
6214024020	HECTOR D RIOS REYES CHRISTIAN	4112 BROADWAY AVE	261.30	26.13	287.43
6214025004	ARMANDO CASILLAS	8008 CALIFORNIA AVE	128.80	12.88	141.68
6214026009	ALEX OMAR TINAJERO	3727 SANTA ANA ST	130.66	13.07	143.73
6214026015	CELESTE ARAUZ	3710 CUDAHY ST	32.72	3.27	35.99
6214027006	JORGE & GAUDENCIA REYES	3923 SANTA ANA ST	62.20	6.22	68.42
6214028017	CARLOS MORALES	4027 SANTA ANA ST	32.72	3.27	35.99
6309002001	REVERSED RESCUE	2450 E 52ND ST	315.23	31.52	346.75
6309002013	JAESCO MANUFACTURING	2416 E 52ND ST #C	487.20	48.72	535.92
6309004001	JESUS GUTIERREZ	2455 E 55TH ST	311.74	31.17	342.91
6309007001	HP TIRES & WHEELS CO	2469 E 58TH ST	859.29	85.93	945.22
6309007012	MARIO'S FINISHING INC.	2444 E 57TH ST	824.65	82.47	907.12
6309007014	MODERN ENGINE INC.	2456 E 57TH ST	159.56	15.96	175.52
6309007016	JM IRON WORKS	2414 E 57TH ST	2,555.41	255.54	2,810.95
6309007017	MARIO'S FINISHING INC.	2423 E 58TH ST #B	259.34	25.93	285.27
6309008028	AWAD LINENS	5808 S SANTA FE AVE	137.05	13.71	150.76
6309010004	CORETEX DIGITAL INC.	5211 PACIFIC BLVD	71.30	7.13	78.43
6309012004	LITTLE TRATTORIA 25	5415 PACIFIC BLVD	575.44	57.54	632.98

**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2019-20 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

<b>PARCEL #</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>BALANCE</b>	<b>10% CITY FEE</b>	<b>TOTAL DUE</b>
6309013012	VH CUTTING SERVICE	2501 E 56TH ST	1,099.26	109.93	1,209.19
6309013020	M.R CUTTING	2500 E 55TH ST	916.18	91.62	1,007.80
6309014027	JC RESTORATION	2538 E 56TH ST	189.68	18.97	208.65
6309015016	MANUEL FIERROS	5704 MALABAR ST	764.26	76.43	840.69
6309015023	BERT J & JOAN I TRS SHERWOOD	2540 E 57TH ST	94.94	9.49	104.43
6309016026	APC OUTLET	2519 SLAUSON AVE	425.56	42.56	468.12
6309022016	HDWRDWRKER	5510 PACIFIC BLVD	306.30	30.63	336.93
6309029010	LUIS OCHOA	2746 E 58TH ST	346.82	34.68	381.50
6309030017	ALICIA BRIDAL	2801 E SLAUSON AVE A	791.04	79.10	870.14
6310015023	RFS INVESTMENTS	5608 SOTO ST UNIT#1	293.43	29.34	322.77
6310021009	DELECOR INVESTMENTS LLC	2963 RANDOLPH ST	366.42	36.64	403.06
6310025002	ADVANTAGE AUTO REPAIR	6057 STATE ST	61.26	6.13	67.39
6310025024	MARTIN & ARICELIA NAVA	3056 E 60TH PL	100.00	10.00	110.00
6310025045	RHINO CAPITAL & INVESTMENT	3063 RANDOLPH ST	586.20	58.62	644.82
6312025001	IGNACIO & MARIA MUNGUA	5970 OTIS AVE	195.40	19.54	214.94
6312025017	JOSHUA MINERO	5928 OTIS AVE	346.70	34.67	381.37
6312027017	NESTOR MORA	5963 GIFFORD AVE	32.72	3.27	35.99
6317004011	MARITSA MEIER	6052 FISHBURN AVE #A	229.35	22.94	252.29
6317006028	DELCOR INVESTMENTS	6021 OTIS AVE	587.86	58.79	646.65
6317007007	JUAN & REGINA F VEGA	6017 GIFFORD AVE	65.44	6.54	71.98
6317007023	MARICELA DOMINGUEZ	4063 E 61ST ST	65.44	6.54	71.98
6317008014	FERNANDO VALLE	6030 CORONA AVE	32.72	3.27	35.99
6317009007	JUAN C VAZQUEZ	6163 RIVERSIDE AVE	163.60	16.36	179.96
6317010002	MARIO LOPEZ	4062 E 61ST ST	210.20	21.02	231.22
6317011005	CONSUELO GUERRA FLORES	6160 GIFFORD AVE #A	397.38	39.74	437.12
6317011006	CONSUELO GUERRA FLORES	6166 GIFFORD AVE	140.76	14.08	154.84
6317011018	BENITO G & ROSA DELGADO	6110 GIFFORD AVE	98.16	9.82	107.98
6317011019	TERESITA ALBA	6114 GIFFORD AVE	586.20	58.62	644.82
6317012013	DINA GOMEZ	6164 OTIS AVE	101.10	10.11	111.21
6317012031	JESUS & BRISEIDA RIOS	4206 E 61ST ST	98.16	9.82	107.98
6318008006	FNF GARMENT SEW	6155 MAYWOOD AVE	184.72	18.47	203.19
6318008013	CENTRAL ELECTRO MOTOR	6025 MAYWOOD AVE #12	291.04	29.10	320.14
6318008014	BC CUSTOM WOODWORK	6051 MAYWOOD AVE #D	25.35	2.54	27.89
6318011022	OSCAR MOTORS	5954 MAYWOOD AVE	1,145.84	114.58	1,260.42
6318013002	JOSE & ERLINDA MONCADA	3610 E 59TH PL	98.16	9.82	107.98
6318014020	WILLIAM PORTILLO	3619 E 60TH PL	32.72	3.27	35.99
6318015031	JOSE FIGUEROA	3550 E 60TH PL	45.88	4.59	50.47
6318016023	JOSE & MATILDE BIRRUETA	3531 E 61ST PL	632.82	63.28	696.10
6318016041	LAZARO & NATIVIDAD PEDRAJA	3515 E 61ST PL	351.62	35.16	386.78
6318017013	PEDRO MURILLO	3638 E 61ST PL	32.72	3.27	35.99
6318017014	FERNANDO L LOPEZ	3634 E 61ST PL	27.20	2.72	29.92
6318017015	MARY JO GRAY	3628 E 61ST PL	101.10	10.11	111.21
6318017016	MARY JO GRAY	3618 E 61ST PL	202.20	20.22	222.42
6318017021	LEONEL S & VERONICA GALLEGOS	3627 RANDOLPH PL	223.20	22.32	245.52
6318018019	MARICA CABRERA	3727 RANDOLPH PL	195.40	19.54	214.94
6318018022	FUENTE DE VIDA DISTRIBUTORS	6184 MAYWOOD AVE	366.42	36.64	403.06
6318027029	GRACIELA RUVALCABA	6164 ORCHARD AVE A&B	152.96	15.30	168.26
6318030011	CARLOS ANG ORELLANA	6017 CORONA AVE	207.10	20.71	227.81
6319001002	OLIVIA ROBLES	2860 RANDOLPH ST	49.84	4.98	54.82
6319001009	LA FORTUNA DISCOUNT	2898 RANDOLPH ST	895.09	89.51	984.60
6319001014	OLIVIA PADILLA	2918 RANDOLPH ST	1,841.41	184.14	2,025.55
6319001025	CECILIA GONZALEZ	2877 CLARENDON AVE	98.16	9.82	107.98
6319001031	HUMBERTO L JR LIZARRAGA	2919 CLARENDON AVE	35.22	3.52	38.74
6319002018	RIGOBERTO NIEVES	6331 1/2 GENTRY ST	77.29	7.73	85.02
6319002025	GLAMOUR LAND	2867 #C E GAGE AVE	61.26	6.13	67.39
6319003005	MANUEL O JR TR LECHUGA	2918 CLARENDON AVE	27.74	2.77	30.51
6319005019	JUAN CARLOS RAMIREZ	6360 MARCONI ST	209.04	20.90	229.94
6319006018	MIRZABEK KULATTI	2983 CLARENDON AVE	294.48	29.45	323.93
6319007020	EDUARDO CRUZ	6371 CEDAR ST	2,122.18	212.22	2,334.40
6319007022	CAFE GLORIA'S OAXACA	3047 E GAGE AVE	713.20	71.32	784.52
6319008007	RODOLFO ROSARIO	6231 STATE ST	96.32	9.63	105.95
6319008036	LILIANA & ROSALIBA MARISCAL	6222 CEDAR ST #A	196.32	19.63	215.95
6319010010	MGSG PARTNERSHIP LLC	3101 E GAGE AVE	6,548.10	654.81	7,202.91
6319013019	ANTONIO C & GUADALUPE FLORES	6239 HOOD AVE	32.72	3.27	35.99
6319014019	MARTHA ROBLES	6333 HOOD AVE	195.40	19.54	214.94
6319015008	FATIMA R MORALES	6350 HOOD AVE	195.40	19.54	214.94
6319016004	ALBERTO ARAUZ	6218 HOOD AVE	73.52	7.35	80.87
6319018014	LOPEZ AUTO REPAIR	3275 E GAGE AVE	704.76	70.48	775.24
6319021001	LA DYE TECH INC	6240 BISSELL PL	2,365.74	236.57	2,602.31

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PARCEL #	NAME	ADDRESS	BALANCE	10% CITY FEE	TOTAL DUE
6319021017	CELESTINO SANCHEZ	3345 BENEDICT WAY	32.72	3.27	35.99
6319021033	ELIAS IBARRA	3342 BENEDICT WAY	32.72	3.27	35.99
6320002094	OSWALDO & LETICIA E HUERTA	5957 RUGBY AVE	66.42	6.64	73.06
6320006040	HUNTINGTON VI TOWNHOMES C/O	5915 STAFFORD AVE	32.20	3.22	35.42
6320006091	ESTEVAN SANCHEZ	5945 STAFFORD AVE	165.44	16.54	181.98
6320007032	S & S DECK & STAIR COVERING	2770 E SLAUSON AVE	61.26	6.13	67.39
6320008040	MICHAEL CHANG	5955 MILES AVE	174.68	17.47	192.15
6320009012	DAMIAN P GALLARDO	6028 TEMPLETON ST	195.40	19.54	214.94
6320009074	DAVID N & SOCORRO P GARDUNO	6023 MILES AVE	125.40	12.54	137.94
6320012010	MANUEL BALDERAS	2668 BELGRAVE AVE	32.72	3.27	35.99
6320012014	ANN MARIE RIOS	6013 SEVILLE AVE	1,122.30	112.23	1,234.53
6320015013	VALADEZ GONZALEZ ANA MARIA	2503 RANDOLPH ST	2,055.45	205.55	2,261.00
6320015015	DELECOR INVESTMENTS	2511 RANDOLPH ST	549.63	54.96	604.59
6320019038	RUTH M OLIVA	6147 RUGBY AVE	32.72	3.27	35.99
6320020019	LOLY'S BRIDAL	6133 PACIFIC BLVD	1,892.36	189.24	2,081.60
6320020021	KAMILA FURNITURE	6137 PACIFIC BLVD	1,906.77	190.68	2,097.45
6320020023	BELLA BOUTIQUE/ MARBELLA ARRED	6209 PACIFIC BLVD	431.20	43.12	474.32
6320020024	YURI'S SALON BEAUTY SUPPLY	6215 PACIFIC BLVD	158.27	15.83	174.10
6320020025	DIAMOND DRESSES BOUTIQUE	6215 PACIFIC BLVD	61.26	6.13	67.39
6320021003	ALL MY CHILDREN KIDS STORE	6208 PACIFIC BLVD A	783.84	78.38	862.22
6320021005	XOLO TACOS	6136 PACIFIC BLVD	534.38	53.44	587.82
6320022001	DBA ALTA PUBLIC SCHO PREPA TEC	2665 CLARENDRON AVE	4,178.29	417.83	4,596.12
6320022006	CENTURY CLEANERS	6112 RITA AVE	391.04	39.10	430.14
6320025001	ALEJANDRO C & BLANCA J NORIEGA	2815 CLARENDRON AVE	98.16	9.82	107.98
6320025010	JACOB & CELIA BANDA	6205 MILES AVE	102.20	10.22	112.42
6320026010	MARTIN MELGOZA	6346 TEMPLETON ST	132.84	13.28	146.12
6320026021	LUCIA AQUINO	6341 MILES AVE	16.78	1.68	18.46
6320026023	LA CORONA MEAT MARKET W/DELI	6353 MILES AVE	330.81	33.08	363.89
6320027011	MARY'S CAKE SHOP	2761 E GAGE AVE	549.63	54.96	604.59
6320028022	ALEX CASTRO	6353 STAFFORD AVE	390.80	39.08	429.88
6320030001	ALEXANDER BEAUTY SALON & SUPPL	6302 PACIFIC BLVD	1,160.14	116.01	1,276.15
6320030003	MORACOMP COMPUTERS	6314 PACIFIC BLVD	669.00	66.90	735.90
6320031013	PHOTO FACTORY	6331 PACIFIC BLVD	228.93	22.89	251.82
6320031015	APC OUTLET	6345 PACIFIC BLVD	304.89	30.49	335.38
6320031018	CHICA FASHION	6355 PACIFIC BLVD	247.80	24.78	272.58
6320032011	RIGOBERTO JURADO	6350 MALABAR ST	195.40	19.54	214.94
6321003054	RICARDO & TERESA RUBIO	5945 MIDDLETON ST	207.10	20.71	227.81
6321004015	H&M DENIM APPAREL	2231 RANDOLPH ST	674.39	67.44	741.83
6321004036	GENESIS COMPLETE AUTO REPAIR	6003 SANTA FE AVE	657.44	65.74	723.18
6321007031	JERRY SOLOMAN ENTERPRISES	2001 BELGRAVE AVE 1	4,222.77	422.28	4,645.05
6321009001	BAYMAR ELVA LUJAN/ LOPEZ	6240 COTTAGE ST	32.72	3.27	35.99
6321009026	DEMETRIO & ARACELI E VARGAS	6127 ALBANY ST	195.40	19.54	214.94
6321010030	MOISES & CLAUDIA RUIZ	6151 MARBRISA AVE	66.42	6.64	73.06
6321012004	ERNESTO & MARIA T RAMIREZ	6214 SANTA FE AVE	335.86	33.59	369.45
6321012026	GUSTAVO DA SILVA	6215 MIDDLETON ST	369.17	36.92	406.09
6321013032	LA RAMADA RESTAURANT	6330 SANTA FE AVE	270.58	27.06	297.64
6321014004	OSCAR & VICTORIA ORTEGA	6332 MARBRISA AVE	195.40	19.54	214.94
6321015018	ERIKA LOPEZ	6333 MARBRISA AVE	195.40	19.54	214.94
6321015019	RIGOBERTO CANTINCA	6335 MARBRISA AVE	586.20	58.62	644.82
6321015027	NELLY S ESCAMILLO	2211 E GAGE AVE	390.80	39.08	429.88
6321016018	MARGARITA VENEGAS	6333 ALBANY ST	32.72	3.27	35.99
6321018015	ALEX & JOSEPHINE A HERNANDEZ	6531 COTTAGE ST A&B	586.20	58.62	644.82
6321018026	MANUEL J ERAZO	6511 REGENT ST	98.16	9.82	107.98
6321018040	GILBERTO ANGELES GARCIA	6424 REGENT ST	195.40	19.54	214.94
6321019003	SELENE TR HIGUERA	6407 ALBANY ST	61.28	6.13	67.41
6321019012	LORENA CASTILLO	6416 COTTAGE ST FRONT	217.70	21.77	239.47
6321020019	DANIEL CUNNINGHAM	6413 MARBRISA AVE	749.27	74.93	824.20
6321020023	VERONICA GARCIA	6431 MARBRISA AVE	447.10	44.71	491.81
6321020024	JANETH RODRIGUEZ	6430 ALBANY ST	195.40	19.54	214.94
6321021032	LEE'S RANCHO EGGS	6541 SANTA FE AVE	59.35	5.94	65.29
6321022021	PROPERTIES KETER LLC	6513 MIDDLETON ST	344.86	34.49	379.35
6321023005	PAULINA LASS	6714 SANTA FE AVE	741.09	74.11	815.20
6321025016	ALBERT BARDINET	6804 ALBANY ST	80.86	8.09	88.95
6321025019	MARTHA AGUILERA	6722 ALBANY ST	327.20	32.72	359.92
6321026008	JOSE FUENTES	2226 ZOE AVE	1,641.56	164.16	1,805.72
6321027011	LORENZA RAMIREZ	2158 ZOE AVE	269.91	26.99	296.90
6321027013	JOSE OROZCO	2132 ZOE AVE	80.80	8.08	88.88
6321029011	XOCHILT ET AL SANCHEZ	6919 ALBANY ST	26.32	2.63	28.95
6321029015	BRABANT REALTY C/O VIOLET V TR	6903 ALBANY ST	130.88	13.09	143.97

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<b>PARCEL #</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>BALANCE</b>	<b>10% CITY FEE</b>	<b>TOTAL DUE</b>
6321029016	SM 21K INC	6900 S ALAMEDA ST	1,162.54	116.25	1,278.79
6321030014	JUAN M PEREZ	7111 MARBRISA AVE	195.40	19.54	214.94
6321030021	LUIS MIS	7030 ALBANY ST	65.44	6.54	71.98
6321034010	MIRTALA ORELLANA	6110 SANTA FE AVE	32.72	3.27	35.99
6322002002	SERGIO HUERTA DIAZ TORKIAN PAR	2504 E GAGE AVE	66.93	6.69	73.62
6322003009	SKY FASHION	6435 PACIFIC BLVD	843.39	84.34	927.73
6322003011	THE WEDDING & XV BOUTIQUE	6425 PACIFIC BLVD	376.76	37.68	414.44
6322004002	TOTAL WIRELESS	6408 PACIFIC BLVD	122.52	12.25	134.77
6322004003	STEPHANIES BRIDAL	6412 PACIFIC BLVD	61.26	6.13	67.39
6322004004	JC PENNY 0955-5	6420 PACIFIC BLVD	311.10	31.11	342.21
6322004010	PRINCESS PALACE	6518 PACIFIC BLVD #B	183.78	18.38	202.16
6322004011	G & G CRAFT AND GIFTS	6514 PACIFIC BLVD	792.82	79.28	872.10
6322004034	CASA BONITA	6440 PACIFIC BLVD	983.81	98.38	1,082.19
6322006015	GUSTAVO DA SILVA	6528 SEVILLE AVE	912.66	91.27	1,003.93
6322006019	VARIEDADES TITI'S	2720 E GAGE AVE	100.23	10.02	110.25
6322007001	LA REINA DE MICHOACAN	2758 E GAGE AVE	991.79	99.18	1,090.97
6322007023	CARMEN P OROZCO	6429 TEMPLETON ST	1,931.06	193.11	2,124.17
6322007035	GRANITO DE MOZATAZ	2768 E GAGE AVE	191.57	19.16	210.73
6322012002	ENGELBERTO & JOSE BARBA	2810 ZOE AVE	66.92	6.69	73.61
6322016001	HUNTINGTON PARK CHAMBER OF COM	6725 SEVILLE AVE	376.76	37.68	414.44
6322017005	PALACIOS PHOTOGRAPHY	6704 PACIFIC BLVD	791.04	79.10	870.14
6322017006	HP COLLECTIONS	6708 PACIFIC BLVD	765.39	76.54	841.93
6322017007	UNIVERSAL ENVIROMENTAL CONSULT	6732 PACIFIC BLVD	649.74	64.97	714.71
6322017009	LUCIA CAMPANA & JOSEPH EZZE	6800 PACIFIC BLVD #B	749.19	74.92	824.11
6322017012	NEGRO Y BLANCO	6824 PACIFIC BLVD	61.26	6.13	67.39
6322018016	MI BELLA COLLECTION	6615 PACIFIC BLVD	672.08	67.21	739.29
6322018019	HK CLOTHING INC DBA DENIM PLUS	6711 PACIFIC BLVD	122.52	12.25	134.77
6322018024	PACIFIC SPORTSWEAR	6819 PACIFIC BLVD #A	1,937.42	193.74	2,131.16
6322018026	VICTA'S BRIDAL AND TUXEDO	2573 SATURN AVE	122.52	12.25	134.77
6322018030	BEAUTIFUL COLLECTIONS	6725 PACIFIC BLVD	307.94	30.79	338.73
6322020024	BARBARA S BRYM	6803 MALABAR ST	98.16	9.82	107.98
6322021020	JUDITH DOMINGUEZ	7029 MALABAR ST	996.36	99.64	1,096.00
6322023016	ANGI'S BRIDAL	6923 PACIFIC BLVD	861.29	86.13	947.42
6322023017	EVER AFTER	6917 PACIFIC BLVD	205.51	20.55	226.06
6322023020	PRINCESS	7007 PACIFIC BLVD	791.04	79.10	870.14
6322023022	VICTORIAS BRIDAL INC	7029 PACIFIC BLVD	61.26	6.13	67.39
6322023023	LA MODA SHOES	7103 PACIFIC BLVD	385.03	38.50	423.53
6322023026	A&D BOUTIQUE	7125 PACIFIC BLVD	9,270.00	927.00	10,197.00
6322023027	LYZY'S FASHION	7131 PACIFIC BLVD	791.04	79.10	870.14
6322023031	LA PARISINA	7125 PACIFIC BLVD	1,228.10	122.81	1,350.91
6322024003	PSW DENIM	6908 PACIFIC BLVD	1,144.16	114.42	1,258.58
6322024007	NUTRITION& MORE #3	7122 PACIFIC BLVD	1,163.08	116.31	1,279.39
6322024028	DI MARI'S BOUTIQUE	7008 PACIFIC BLVD	584.89	58.49	643.38
6322024029	LANDY'S ARTS & CRAFTS SUPPLE	7020 PACIFIC BLVD	183.78	18.38	202.16
6322024030	KELLY'S DESIGN	7026 PACIFIC BLVD	61.26	6.13	67.39
6322024031	EMILY'S BRIDAL SALON INC	7102 PACIFIC BLVD	164.35	16.44	180.79
6322024037	GLOBAL IMMIGRATION CENTER	7136 PACIFIC BLVD 200	146.68	14.67	161.35
6322024038	HP DRESS HOUSE	7110 PACIFIC BLVD	149.63	14.96	164.59
6322025021	MASSOUD AMINI M.D. INC	7143 SEVILLE AVE	420.94	42.09	463.03
6322027003	JOSE CONTRERAS	7118 SEVILLE AVE	366.42	36.64	403.06
6322031014	IGNACIA RODRIGUEZ	7023 MILES AVE	98.16	9.82	107.98
6322031015	MANUEL MORADO	7029 MILES AVE	163.60	16.36	179.96
6322033011	FREDDY BARBER SHOP & BEAUTY SA	2859 E FLORENCE AVE	791.04	79.10	870.14
6322033012	FAMILY THRIFT STORE	2861 E FLORENCE AVE	791.04	79.10	870.14
6323001023	RAMON CAMPOLY	6616 HOOD AVE	390.80	39.08	429.88
6323001035	RUIZ FURNITURE	3246 E GAGE AVE	22.52	2.25	24.77
6323003032	MARTIN ZAZUETA	6707 PLASKA AVE	261.30	26.13	287.43
6323004037	JAIME TIJERIN	2951 SATURN AVE	32.72	3.27	35.99
6323006027	DR MICHAEL MAYO	2961 E FLORENCE AVE	322.52	32.25	354.77
6323008001	VERONICA GONZALEZ	6900 MARCONI ST	168.85	16.89	185.74
6323009030	ALEJANDRO ARMENDARIZ	6626 MARCONI ST	195.40	19.54	214.94
6323011022	HERMELINDA ORTEGA & JAVIER RIV	3220 ZOE AVE	65.44	6.54	71.98
6323011041	JACQUELINE BUGARIN	6822 PLASKA AVE	106.44	10.64	117.08
6323012044	ENEDINA V LOPEZ	6701 NEWELL ST	21.59	2.16	23.75
6323012061	CINDY GUDINO	6830 HOOD AVE #A	65.44	6.54	71.98
6323014005	MARIA N CASTRO	6434 ARBUTUS AVE	65.44	6.54	71.98
6323014008	PRAISE CHAPEL	6418 ARBUTUS AVE	35.09	3.51	38.60
6323014009	PRAISE CHAPEL CHRISTIAN	3034 E GAGE AVE	595.70	59.57	655.27
6323015003	AARON N CARRASCO	6611 STATE ST	130.88	13.09	143.97

**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2019-20 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

<b>PARCEL #</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>BALANCE</b>	<b>10% CITY FEE</b>	<b>TOTAL DUE</b>
6323015004	JOSE J SALAZAR	6617 STATE ST	65.44	6.54	71.98
6323015030	HELEN TR FLORES	6716 CEDAR ST	31.44	3.14	34.58
6323016041	AMANDA ABREU	6837 CEDAR ST	195.40	19.54	214.94
6323018011	GUSTAVO RUIZ	7130 ARBUTUS AVE	195.40	19.54	214.94
6323020002	CARLOS GONZALEZ	6910 CEDAR ST	32.72	3.27	35.99
6323020018	JUAN R & RIVERA MERCEDES BARRE	6929 STATE ST	98.16	9.82	107.98
6323020024	MASSIMO D & BERTHA A DEGLI ERE	6904 CEDAR ST	187.87	18.79	206.66
6323021003	VERONICA VERDIN	7020 MISSION PL	195.40	19.54	214.94
6323022015	THOMAS RODRIGUEZ	6915 BENSON ST	65.44	6.54	71.98
6323023006	SONNA NUNEZ	6725 BENSON ST	32.72	3.27	35.99
6323023014	LORENZO ALONZO	6835 BENSON ST	32.72	3.27	35.99
6323023026	LUIS M & GLORIA BARILLAS	6706 STATE ST	163.60	16.36	179.96
6323024019	AU MEAT MARKET	3124 E GAGE AVE	219.16	21.92	241.08
6323028050	MARIA X MAGANA	7122 HOOD AVE	32.72	3.27	35.99
6324015020	LAS CORONAS GRILL	3340 E GAGE AVE	1,823.64	182.36	2,006.00
6324033015	EAGLE RADIATOR SERVICE	3315 E FLORENCE AVE	791.04	79.10	870.14
6324035045	EUGENIO & BELMAR E HERNANDEZ	6800 HOLLENBECK ST	152.20	15.22	167.42
6324035048	SOCORRO S MARAVILLA	6718 HOLLENBECK ST	386.20	38.62	424.82
6324036027	JOSE M CHAVEZ	6802 NEWELL ST	100.73	10.07	110.80
6324037013	TEAM OUTFITTERS	3282 E GAGE AVE #B	1,177.64	117.76	1,295.40
6324037015	AMIGOS FURNITURE	3290 E GAGE AVE	737.61	73.76	811.37
			<b>131,819.24</b>	<b>13,181.92</b>	<b>145,001.16</b>



## **Attachment “B”**



# Long Beach Press-Telegram

5225 E. Second St.  
Long Beach, CA 90803  
562-499-1236  
Fax: 562-499-1391  
legals@presstelegram.com

(Space below for use of County Clerk Only)

5007732

CITY OF HUNTINGTON PARK  
6550 MILES AVE  
HUNTINGTON PARK, CA 90255

## PROOF OF PUBLICATION (2015.5 C.C.P.)

### STATE OF CALIFORNIA County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

07/11/2020

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,  
this 15th day of July, 2020.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

Legal No. 0011397138

### NOTICE OF PUBLIC HEARINGS

**NOTICE IS HEREBY GIVEN** that the Huntington Park City Council will hold two (2) public hearings at the City Council Meeting on Tuesday, July 21, 2020, at 6:00 p.m. at City Hall in the Council Chambers, located on the 2nd floor at 6550 Miles Avenue, Huntington Park, California 90255. The public hearings will be for the following:

(1) A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REGARDING THE COLLECTION OF DELINQUENT RUBBISH CHARGES (172.54 REFUSE COLLECTION FEES) FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020 PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE TO BE COLLECTED AT THE SAME TIME AND ON THE SAME MANNER AS COUNTY TAXES

(2) A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK ESTABLISHING AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL SPECIAL TAX FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR 2020-2021

Due to COVID-19, the City is restricting public attendance at City Council meetings. All interested persons have the right to be heard pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20. For those interested in making public comments, the City will receive your comments by contacting the City Clerk's office no later than 5:00 p.m. on Tuesday, July 21, 2020. It is requested that any comments be emailed to the City Clerk's office at [publiccomment@hpcgov.org](mailto:publiccomment@hpcgov.org) or submitted by mail to the City Clerk's Office, City of Huntington Park, 6550 Miles Ave, Huntington Park, CA 90255. Your comments will be read into the record at the City Council meeting.

**PLEASE NOTE:** If you challenge any portion of the proposed Resolution in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Pub July 11, 2020(11)PT(11397138)

