

CITY OF HUNTINGTON PARK

City Council Special Meeting Agenda Tuesday, January 20, 2015

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

Rosa E. Perez
Mayor

Karina Macias
Vice Mayor

Ofelia Hernandez
Council Member



Mario Gomez
Council Member

Valentin Palos Amezcuita
Council Member

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

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

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

Public Comment

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

Prior to the business portion of the agenda, the City Council and all other agencies meeting on such date will convene to receive public comments regarding any agenda items or matters within the jurisdiction of such governing bodies. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or Chairperson will separately call for testimony at the time of each public hearing. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and place it in the box at the podium. When called upon by the Mayor or Mayor's designee, each person addressing the Council shall step up to the microphone and state his/her name or organization he/she represents for the record. Each speaker will be limited to three minutes per Huntington Park Municipal Code 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions

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

Consent Calendar

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

Important Notice

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

Presentation by former Interim City Manager

Presentation of “Certificates of Appreciation” to those who volunteered for the 2014 Turkey Giveaway and Toy Drive Program

Presentation on the “7th Annual Health Walk to Reduce Obesity”

Presentation by United Pacific Waste (UPW), an update on the transition

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Represented Employees
City’s Designated Representative(s) for Negotiations: John Ornelas, Interim City Manager
Employee Organization: General Employees’ Association (GEA)

CLOSED SESSION (continued)

2. Pursuant to California Government Code Sections 54956.9(d)(2) and 54956.9(e)(2) –
Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter]
3. Pursuant to Government Code Section 54956.9(d)(4) -
Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation (Deciding Whether to Initiate Litigation): [Two (2) potential matters]
4. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(3):
Conference with Legal Counsel to Discuss Matter Involving Anticipated Litigation/Significant exposure to litigation [Two (2) potential cases]
5. Pursuant to Government Code Section 54956.9(d)(1) –
Conference with Legal Counsel to Discuss Existing Litigation
Case Name: *Santa Coronado vs. City of Huntington Park, et al.*
Case No. BC 564026 (Superior Court, County of Los Angeles)
6. Pursuant to Government Code Section 54957(b)(1) –
Public Employee Employment
Name of Position Under Consideration: Public Works Superintendent

AND

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

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

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

CONSENT CALENDAR (continued)

1. Approve Minutes of the following City Council Meeting:

1-1 Regular City Council Meeting held Monday, January 5, 2015

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated January 20, 2015

PARKS & RECREATION

3. Approve Resolution Approving Grant Application for Land and Water Conservation Fund for the Salt Lake Park Splash Pad Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-01, Approving the Application for Land and Water Conservation Fund for the Salt Lake Park Splash Pad Project.

POLICE

4. Approve Amendment to Agreement with Sea Hawk Surveillance; Previously Authorized by Council on January 5, 2015

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the amendment to the agreement with Sea Hawk Surveillance; and
2. Authorize the Interim City Manager to execute the amendment.

PUBLIC WORKS

5. Second reading, Adopt Ordinance No. 935-NS Amending Section 6-2.107 (Unlawful and Prohibited Acts) of Article 1 (Collection of Solid Waste) of Title 6 (Sanitation and Health) of the City of Huntington Park's Municipal Code Regarding Containment of Garbage and Trash on Premises

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Ordinance No. 935-NS.

CONSENT CALENDAR (continued)

CITY MANAGER

6. Resolution to Approve Eco-Rapid Transit's Fourth Amended Joint Exercise Powers Agreement (JPA)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-02, Adopting the Orangeline Development Authority Fourth Amended Joint Exercise of Powers Agreement (JPA); and
2. Authorize the Mayor to execute the fourth amended JPA.

7. Adopt Resolution Approving Extension of Memorandum of Understanding (MOU) with the Huntington Park General Employees' Association (GEA) to 6/30/15

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-03, Extending the Life of the Memorandum of Understanding (MOU) with the Huntington Park General Employees' Association.

8. Approve the Memorandum of Understanding (MOU) with the Los Angeles Homeless Services Authority for the 2015 Greater Los Angeles Homeless Count

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Memorandum of Understanding (MOU) for the 2015 Homeless Count; and
2. Authorize the Mayor to execute the MOU.

END OF CONSENT CALENDAR

PUBLIC HEARING

COMMUNITY DEVELOPMENT

9. **CONTINUED FROM JANUARY 5, 2015** – Approve First Reading of an Ordinance Amending the City of Huntington Park’s Municipal Code Regarding Marijuana Regulations and Enforcement and Approval of a Resolution Amending the Administrative Citation Schedule for Violations

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
 2. Consider all public testimony and staff’s analysis;
 3. Introduce Ordinance 936-NS, Amending Article 18 of Chapter 2, and Article 23 of Chapter 3, all of Title 9, and adding Article 19 to Chapter 7 of Title 4 of the Huntington Park Municipal Code (HPMC) regarding marijuana regulation and enforcement; and
 4. Adopt Resolution No. 2015-04, Amending the Administrative Citation Schedule of Fines for Violations of the Municipal Code to Specify Fines for Violations Involving Marijuana Regulations.
10. **First Reading of an Ordinance Amending the Zoning Map; Adoption of a Resolution Amending the General Plan Land Use Map; Approval of a Development Permit for the Construction of a new 25,865 Square Foot Retail and Office Commercial Center; Approval of a Variance to Deviate from the Development Standards; and Adoption of an Associated Mitigated Negative Declaration Under the California Environmental Quality Act (CEQA) for a Property Located at 3111 Florence Avenue**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Consider all public testimony and staff’s analysis; and
3. Introduce Ordinance 938-NS, Amending the Zoning Map designation from Public Facilities (PF) to Commercial General (CG) for property located at 3111 Florence Avenue;
4. Adopt Resolution No. 2015-05, Amending the General Plan Land Use Map designation from Public Facilities to General Commercial for property located at 3111 Florence Avenue;
5. Approve a Development Permit for the construction of a new 25, 865 square foot retail and office commercial center;

PUBLIC HEARING Item 10 continued

6. Approve a Variance to deviate from the Development Standards; and
7. Adopt an associated Mitigated Negative Declaration under the California Environmental Quality Act (CEQA).

REGULAR AGENDA

COMMUNITY DEVELOPMENT

- 11. Discussion/Action on Pilot Parking Program Modifications**

PUBLIC WORKS

- 12. First Reading of an Ordinance to Amend the City of Huntington Park's Municipal Code Regarding Containment of Garbage and Trash on Premises**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Introduce Ordinance 937-NS, Amending Section 6-2.105 of Article 1 of Chapter 2 of Title 9 of the Huntington Park Municipal Code regarding containment of garbage and trash on premises

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Mario Gomez

Council Member Ofelia Hernandez

Vice Mayor Karina Macias

Mayor Rosa E. Perez

ADJOURNMENT

In Memory of Lazaro Sanchez, a longtime resident who was very involved in the community and father of Planning Commissioner Abigail Sanchez and George Viveros, a longtime resident and a US Army Veteran.

NEXT REGULAR MEETING OF THE CITY OF HUNTINGTON PARK CITY COUNCIL
TUESDAY, FEBRUARY 2, 2015, AT 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov on the 15th of January, 2015.



Donna G. Schwartz, CMC, Interim City Clerk

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, January 20, 2015

OFFICE OF THE CITY CLERK

Item 1

Approve Minutes of the following City Council Meeting

1.1 Regular City Council Meeting held Monday, January 5, 2015

Item Available Tuesday, January 20, 2015

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
3E GROUP INC.	12-16	285-8050-432.56-41	HPPD MODEM-REPLACED	312.50	N
				312.50	
AAA ELECTRICAL SUPPLY INC	106866-00	222-0000-340.65-05	PARKING LOT SIGN POSTS	1,999.39	N
	106908-00	111-7020-421.43-10	LAMPS	130.51	N
	106836-00	111-7020-421.43-10	LAMPS	266.29	N
				2,396.19	
ADVANCED INC	14872	111-6022-451.56-41	JANITORIAL SRVCS-JAN 15	5,776.16	N
	14872	111-7020-421.56-41	JANITORIAL SRVCS-JAN 15	3,675.44	N
	14872	111-8022-419.56-41	JANITORIAL SRVCS-JAN 15	2,107.97	N
	14872	111-8020-431.56-41	JANITORIAL SRVCS-JAN 15	341.68	N
	14868	111-8020-431.56-41	SPECIAL CLEANING-YARDS	225.00	N
	14845	111-7010-421.56-41	JANITORIAL SRVCS-NOV 14	160.00	N
				12,286.25	
AFSCME COUNCIL 36	PPE 1/4/15	802-0000-217.60-10	AFSCME DUES	696.60	Y
				696.60	
AK & COMPANY	HPARK-15-1	111-9010-419.56-41	PROFESSIONAL CNSLTNG SRVC	3,400.00	N
				3,400.00	
ALAN'S LAWN AND GARDEN CENTER, INC.	502101	222-0000-340.65-05	1-HONDA PUSH VACUUM	1,999.05	N
	505213	222-0000-340.65-05	1-HONDA PUSH VACUUM	1,999.05	N
				3,998.10	
ALBERT RUIZ	17825	239-5060-463.61-20	BINDERS/DIVIDERS-COMM DEV	61.23	N
				61.23	
ALL CITY MANAGEMENT SERVICES	37516	111-7022-421.56-41	CROSSING GUARD SERVICES	5,186.14	N
				5,186.14	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

ALVAKA NETWORKS	153745	111-7010-421.56-41	NETWORK MANAGEMENT	1,220.00	N
	153785	111-7010-421.56-41	NETWORK MANAGEMENT	5,289.00	N
	153698SA	111-7010-421.56-41	NETWORK MANAGEMENT	1,080.00	N
	153701SA	111-7010-421.56-41	NETWORK MANAGEMENT	360.00	N
	153689SA	111-7010-421.56-41	NETWORK MANAGEMENT	1,260.00	N
				9,209.00	
AMERI PRIDE UNIFORM SERVICES INC	1400994837	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	106.48	N
	1400994837	741-8060-431.61-20	LAUNDRY/RENTAL SERVICES	23.00	N
	1400989705	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	116.73	N
	1400989705	741-8060-431.16-20	LAUNDRY/RENTAL SERVICES	23.00	N
				269.21	
AMERICAN FAMILY LIFE ASSURANCE	PPE 1/4/15	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				106.58	
AMERICAN RENTALS INC	357149	111-8010-431.61-20	RENTAL-LG STUMP GRINDER	235.95	N
	357251	111-8010-431.61-20	ONE CY OF CONCRETE	161.67	N
				397.62	
ANGELA CORNEJO	158222	111-0110-411.66-05	CITY COUNCIL SUPPLIES	84.84	N
				84.84	
AP SIGN SHOP	4	111-7022-421.61-29	MOTORCYCLE GRAPHICS	599.50	N
				599.50	
APPLIANCE PARTS SPECIALIST	82	111-7020-421.43-10	PD WATER HEATER REPAIR	450.00	N
				450.00	
ARROYO BACKGROUND INVESTIGATIONS	521	111-7010-421.56-41	BACKGROUND CHECK	800.00	N
				800.00	
BISHOP COMPANY	384556	222-0000-340.65-05	BLOWER-GAS CAN-SAW-LOPPER	1,153.55	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

1,153.55					
BRIZUELA'S IRON WORK	931	222-0000-340.65-05	WELDING-PRKNG GATES & DRS	577.70	N
	930	222-0000-340.65-05	17 PUBLIC PRKNG FRAMES	1,190.00	N
1,767.70					
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 12/07/2014	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	36,221.43	N
	PPE 12/07/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	25,184.60	N
	PPE 12/07/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	67,338.99	N
	PPE 12/21/2014	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	35,467.38	N
	PPE 12/21/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	24,344.42	N
	PPE 12/21/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	66,817.64	N
255,374.46					
CALIFORNIA NARCOTIC CANINE ASSN.	1253	111-7010-421.59-20	REGISTRATION-R. CURIEL	325.00	N
325.00					
CANON	14438786	111-3011-419.43-05	CANON MAINTENANCE SRVCS	332.02	N
	14438786	681-3022-415.43-05	CANON MAINTENANCE SRVCS	332.02	N
664.04					
CARD INTEGRATORS	81821-IN	111-7010-421.61-20	TECH SUPPORT-TROUBLESHOOT	450.00	N
450.00					
CELL BUSINESS EQUIPMENT	IN1645915	111-0110-411.61-20	COPIER SRVCS-11/20-12/19	65.31	N
	IN1645915	111-0210-413.43-05	COPIER SRVCS-11/20-12/19	65.32	N
	IN1645553	111-7010-421.44-10	COPIER LEASE EXPENSES	425.58	N
556.21					
CITY OF BELL	12/19/2014	221-8010-431.61-20	PAVEMENT RESURFACING	12,681.50	N
12,681.50					
CITY OF HUNTINGTON PARK - STANDARD	PPE 1/4/15	802-0000-217.50-70	STANDARD LIFE INSURANCE	900.91	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

900.91					
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 1/4/15	802-0000-217.30-30	SECTION 125	424.00	Y
424.00					
CITY OF HUNTINGTON PARK GEA	PPE 1/4/15	802-0000-217.60-10	GENERAL EMPL & ASSN DUES	135.45	Y
135.45					
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 1/4/15	802-0000-217.60-50	LEGAL SHIELD	147.16	N
147.16					
CITY OF VERNON	GEN-24107	221-8014-429.56-41	TRAFFIC SIGNAL MAINT.	1,359.81	N
1,359.81					
CLINICAL LAB OF SAN BERNARDINO, INC	939990	681-8030-461.56-41	WATER SAMPLING FEES-NOV14	518.50	N
518.50					
COLANTUONO, HIGHSMITH & WHATLEY, PC	27974	272-9710-465.57-34	OVERSIGHT BOARD LEGAL SRV	450.00	Y
450.00					
COLONIAL SUPPLEMENTAL INSURANCE	PPE 1/4/15	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,706.81	Y
1,706.81					
COMSERCO, INC.	71200	741-8060-431.56-41	MAINTENANCE PARKS/PW	140.00	N
	71201	741-8060-431.56-41	MAINTENANCE PD	1,002.00	N
1,142.00					
CONSERVATION CORPS OF LONG BEACH	5630	215-6090-451.56-60	SLP & KP PLANT TREES	9,000.00	N
9,000.00					
COSME LOZANO	80030	111-7022-421.61-24	RESERVE/VOLUNTEER DINNER	789.31	N
789.31					

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

COUNTY OF LA DEPT OF PUBLIC WORKS	14120403960	221-8014-429.56-41	TRAFFIC SIGNAL MAINT.	274.91	N
				274.91	
DAILY JOURNAL CORPORATION	B2693875	111-5010-419.54-00	CASE 2014-10 THRU 2014-13	302.40	N
	B2681631	112-8026-431.32-70	ORDINANCE 934-NS	216.91	N
	B2700795	111-5010-419.54-00	PUBLIC HEARING NOTICE	163.80	N
	B2684662	111-5010-419.54-00	PUBLIC HEARING NOTICE	214.20	N
	B2700791	111-5010-419.54-00	PUBLIC HEARING NOTICE	205.80	N
	B2695095	111-5010-419.54-00	PUBLIC HEARING NOTICE	231.00	N
	B2686905	239-5060-463.54-00	PUBLIC HEARING NOTICE	197.40	N
	B2685435	111-1010-411.31-10	PUBLIC HEARING NOTICE	75.00	N
				1,606.51	
DAPEER, ROSENBLIT & LITVAK	9388	239-7055-424.32-50	SPECIALIZED LEGAL SERVICE	8,111.90	N
	9389	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	11,663.50	N
	9390	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	2,634.67	N
	9391	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	669.90	N
	9392	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	1,418.00	N
	9393	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	2,222.09	N
	9394	111-0220-411.32-20	SPECIALIZED LEGAL SERVICE	2,937.24	N
				29,657.30	
DAPPER TIRE CO.	41296760	741-8060-431.43-20	12 P235/55R17 TIRES-PD	1,430.63	N
				1,430.63	
DATA TICKET INC.	57877	239-7055-424.56-41	CITATION PROCESSING	426.00	N
	57878	239-7055-424.56-41	ANIMAL ENFORCEMENT CITAT	241.46	N
	57876	111-7065-441.56-41	CITATION PROCESSING	436.00	N
	57716	111-7065-441.56-41	ANIMAL ENFORCEMENT CITAT	137.00	N
				1,240.46	
DE LAGE LANDEN	44049076	111-0210-413.43-05	COPIER LEASE-ADMIN/HR	64.05	N
	44049076	111-0230-413.43-05	COPIER LEASE-ADMIN/HR	64.05	N
	43861685	111-9010-419.61-20	COPIER LEASE-CITY CLERK	1,414.82	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

					1,542.92
DESI ALVAREZ	DEC 2014	681-8030-461.56-41	CONSULTING SRVCS-WATER	6,615.00	N
	DEC 2014	283-8040-432.56-41	CONSULTING SRVCS-WATER	2,205.00	N
					8,820.00
DEVARIM INVESTMENT LLC	12/24/14	111-0000-341.10-00	PLANNING PROCESS-REFUND	499.22	N
					499.22
DF POLYGRAPH	2014-11	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	350.00	N
					350.00
DISH NETWORK	JAN 2015	111-7010-421.61-20	SATELLITE SERVICES	52.08	N
					52.08
DONNA G. SCHWARTZ	108	111-1010-411.56-41	CITY CLERK CONSULTING SRV	960.00	Y
					960.00
DUNCAN PARKING TECHNOLOGIES	DPT020251	231-7060-421.61-20	AUTOTRAX LIBERTY	391.00	N
	DPT019886	231-7060-421.61-20	AUTOTRAX LIBERTY	391.00	N
					782.00
EDWIN RUANO	7497	111-8022-419.43-10	CARPET & BASEBOARD-CC	486.00	N
					486.00
EL GALLO GIRO CORPORATION	12/8/14	239-5040-463.57-30	REIMBURSEMENT-GALLO GIRO	10,000.00	Y
					10,000.00
ENVIRONMENTAL SERVICES COMPANY	2014-156	741-8060-431.43-20	HAZARDOUS WASTE CLEANUP	1,357.50	N
					1,357.50
ESTELA RAMIREZ	12/16-12/18/14	111-6060-466.33-20	PILATES & AEROBICS	12.60	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

					12.60
EXPERT ROOTER	89990	111-7020-421.43-10	RESTROOM REPAIR	90.18	N
	90007	111-8022-419.43-10	RESTROOM REPAIR	88.00	N
	90123	111-8020-431.43-10	DRAINS CLEANED-CITY YARD	187.50	N
					365.68
F&A FEDERAL CREDIT UNION	PPE 1/4/15	802-0000-217.60-40	F&A CREDIT UNION	20,810.68	N
					20,810.68
FACTORY MOTOR PARTS CO.	12-1847542	741-8060-431.43-20	REPAIR PARTS-PD UNIT 911	290.10	N
					290.10
FAIR HOUSING FOUNDATION	JULY 14	239-5210-463.57-87	HOUSING RIGHTS-ADVICE	744.67	N
	AUGUST 14	239-5210-463.57-87	HOUSING RIGHTS-ADVICE	816.16	N
	SEPT 14	239-5210-463.57-87	HOUSING RIGHTS-ADVICE	813.64	N
					2,374.47
FBI NATIONAL ACADEMY ASSC INC	5/5-5/8/15	111-7010-421.59-10	REGISTRATION-LEEDS	375.00	N
					375.00
FEDEX	2-875-05033	111-1010-411.61-20	FED EX	40.49	N
	2-875-05033	239-5060-463.61-20	FED EX	23.80	N
					64.29
FIAT OF LOS ANGELES	12482	226-9010-419.74-20	2015 FIAT LEASE DOWNPYMNT	2,000.00	Y
	12483	226-9010-419.74-20	2015 FIAT LEASE DOWNPYMNT	2,000.00	Y
					4,000.00
FIRESTONE COMPLETE AUTO CARE	114518	741-8060-431.43-20	UNIT #960 TIRES	451.80	Y
					451.80
FIRST CHOICE SERVICES	477203	111-9010-419.61-20	COFFEE SUPPLIES	318.77	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

318.77					
FLOWERS BY SOFIA	111188	111-6020-451.61-35	DECORATIONS-VETERANS DAY	196.84	N
196.84					
GALLS	BC0122402	239-7055-424.61-20	UNIFORM-PD	338.86	N
	BC0120986	111-7022-421.61-24	UNIFORM-PD	114.39	N
453.25					
GARDA CL WEST, INC.	10064170	231-3024-415.33-10	ARMORED TRANSPORTATION	636.65	N
636.65					
GERARDO A. MARTINEZ	DEC 14	111-0110-411.56-41	INTERPRETING SERVICES	450.00	N
450.00					
GIGIS HOLLYDALE APPLIANCE	26462	111-8022-419.43-10	AIR CONDITIONER-PUBLIC W.	284.00	N
284.00					
GLOBALSTAR USA	100000006136673	111-7010-421.61-20	ACCOUNT # 1.50018653	53.00	N
53.00					
GOLD COAST ARMORY LLC	512673	111-7010-421.61-22	AMMO-PD	2,958.55	N
	512687	111-7010-421.61-22	AMMO-PD	2,279.63	N
5,238.18					
GOLDEN WEST COLLEGE	2/17-2/28/15	111-7010-421.59-20	REGISTRATION-SWAT COURSE	645.00	N
645.00					
GOVERNMENT FINANCE OFFICERS ASSN.	2776589	111-3011-419.64-00	REGISTRATION-BUDGET ANALY	735.00	N
735.00					
GRAFFITI PROTECTIVE COATINGS INC.	1005-1114	111-8095-431.56-75	GRAFFITI REMOVAL NOV 14	20,521.10	N
	1005-1114	239-8095-431.56-75	GRAFFITI REMOVAL NOV 14	4,666.66	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

	2205-1114	111-8095-431.56-75	GRAFFITI REMOVAL-PARKS	6,175.00	N
	33261114	220-8070-431.56-41	GRAFFITI BUS STOP MAINTEN	6,151.86	N
				37,514.62	
GRAINGER	9619265854	111-6022-451.43-10	OVERHEAD PROJECTOR LAMP	42.80	N
				42.80	
GUSTAVO HERNANDEZ	3208942	111-6030-451.61-35	YOUTH BBALL EQUIPMENT	92.88	N
				92.88	
HERNANDEZ SIGNS, INC.	1088	111-6020-451.61-35	BANNER-VETERANS DAY	250.00	N
	1089	111-6020-451.61-35	BANNER-TREE LIGHTING	150.00	N
				400.00	
HOME DEPOT - PARKS & RECREATION	263299	111-9010-419.61-20	DECORATIONS-HOLIDAY RECEP	55.26	N
	2262996	111-6010-451.61-20	2 ETHERNET CABLES-PARKS	72.87	N
	4263389	111-6010-451.61-20	CLEANING SUPPLIES-PARKS	133.19	N
	4263120	232-5010-419.73-10	STORE FRONT DECOR CONTEST	909.17	N
	4263119	232-5010-419.73-10	STORE FRONT DECOR CONTEST	3,992.18	N
	3263249	232-5010-419.73-10	STORE FRONT DECOR CONTEST	808.57	N
	8213304	232-5010-419.73-10	STORE FRONT DECOR CONTEST	766.69	N
	3212638	232-5010-419.73-10	RETURN-PARKS & RECREATION	-651.45	N
	3212639	232-5010-419.73-10	RETURN-PARKS & RECREATION	-144.67	N
	3213125	232-5010-419.73-10	RETURN-PARKS & RECREATION	-398.55	N
	2204687	232-5010-419.73-10	RETURN-PARKS & RECREATION	-214.97	N
	204709	232-5010-419.73-10	RETURN-PARKS & RECREATION	-113.23	N
				5,215.06	
HOME DEPOT - PUBLIC WORKS	2263005	111-6022-451.43-10	EXPENDITURES-RECREATION	12.30	N
	263287	111-7020-421.43-10	EXPENDITURES-POLICE BLDNG	260.29	N
	9262886	111-7020-421.43-10	EXPENDITURES-POLICE BLDNG	173.31	N
	3263242	111-8020-431.43-10	EXPENDITURES-PUBLIC WORKS	21.74	N
	1263011	111-8020-431.43-10	EXPENDITURES-PUBLIC WORKS	19.59	N
	6263220	111-8022-419.43-10	EXPENDITURES-CITY HALL	132.74	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

3263239	111-8022-419.43-10	EXPENDITURES-CITY HALL	13.60	N
2263252	111-8022-419.43-10	EXPENDITURES-CITY HALL	77.30	N
1263283	111-8022-419.43-10	EXPENDITURES-CITY HALL	16.48	N
1263284	111-8022-419.43-10	EXPENDITURES-CITY HALL	7.46	N
7263333	111-8022-419.43-10	EXPENDITURES-CITY HALL	91.17	N
6263344	111-8022-419.43-10	EXPENDITURES-CITY HALL	54.48	N
9262894	111-8022-419.43-10	EXPENDITURES-CITY HALL	195.92	N
8262910	111-8022-419.43-10	EXPENDITURES-CITY HALL	75.77	N
7262929	111-8022-419.43-10	EXPENDITURES-CITY HALL	66.38	N
7262930	111-8022-419.43-10	EXPENDITURES-CITY HALL	371.86	N
7262934	111-8022-419.43-10	EXPENDITURES-CITY HALL	119.56	N
6204003	111-8022-419.43-10	EXPENDITURES-CITY HALL	114.87	N
6211594	111-8022-419.43-10	EXPENDITURES-CITY HALL	41.00	N
6211618	111-8022-419.43-10	EXPENDITURES-CITY HALL	39.11	N
1263013	111-8022-419.43-10	EXPENDITURES-CITY HALL	156.88	N
1263021	111-8022-419.43-10	EXPENDITURES-CITY HALL	39.15	N
263029	111-8022-419.43-10	EXPENDITURES-CITY HALL	36.90	N
9211909	111-8022-419.43-10	EXPENDITURES-CITY HALL	59.86	N
6263092	111-8022-419.43-10	EXPENDITURES-CITY HALL	18.47	N
5263102	111-8022-419.43-10	EXPENDITURES-CITY HALL	271.04	N
4263114	111-8022-419.43-10	EXPENDITURES-CITY HALL	5.67	N
3263241	535-6090-452.61-20	STREET TREES/LANDSCAPING	43.58	N
2263253	535-6090-452.61-20	STREET TREES/LANDSCAPING	338.59	N
7263317	535-6090-452.61-20	STREET TREES/LANDSCAPING	394.01	N
9263460	535-6090-452.61-20	STREET TREES/LANDSCAPING	130.79	N
8263463	535-6090-452.61-20	STREET TREES/LANDSCAPING	35.04	N
8263475	535-6090-452.61-20	STREET TREES/LANDSCAPING	205.76	N
4213495	535-6090-452.61-20	STREET TREES/LANDSCAPING	101.45	N
8263050	535-6090-452.61-20	STREET TREES/LANDSCAPING	226.25	N
3263129	535-6090-452.61-20	STREET TREES/LANDSCAPING	47.08	N
263296	111-8010-431.61-20	SUPPLIES & EXPENSES	220.38	N
7263329	111-8010-431.61-20	SUPPLIES & EXPENSES	27.52	N
6262762	111-8010-431.61-20	SUPPLIES & EXPENSES	38.46	N
5262777	111-8010-431.61-20	SUPPLIES & EXPENSES	495.02	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

	2262806	111-8010-431.61-20	SUPPLIES & EXPENSES	270.16	N
	1262830	111-8010-431.61-20	SUPPLIES & EXPENSES	123.01	N
	262869	111-8010-431.61-20	SUPPLIES & EXPENSES	25.38	N
	8263056	111-8010-431.61-20	SUPPLIES & EXPENSES	96.29	N
	6263078	111-8010-431.61-20	SUPPLIES & EXPENSES	62.89	N
	5263105	111-8010-431.61-20	SUPPLIES & EXPENSES	142.49	N
	9263189	111-8010-431.61-20	SUPPLIES & EXPENSES	19.33	N
	6263345	741-8060-431.43-20	FLEET EXPENDITURES	17.31	N
	1263010	741-8060-431.43-20	FLEET EXPENDITURES	58.82	N
	8263046	741-8060-431.43-20	FLEET EXPENDITURES	13.79	N
	263297	535-8016-431.61-45	STREET LIGHTING SUPPLIES	327.82	N
	4263385	535-8016-431.61-45	STREET LIGHTING SUPPLIES	141.44	N
	6262749	535-8016-431.61-45	STREET LIGHTING SUPPLIES	87.53	N
	8262911	535-8016-431.61-45	STREET LIGHTING SUPPLIES	31.46	N
				6,214.55	
HONEYWELL INTERNATIONAL INC.	5231179379	111-6022-451.56-41	HEATING & AIR CONDITION	6,405.84	N
	5231179379	111-7020-421.56-41	HEATING & AIR CONDITION	6,405.84	N
	5231179379	111-8022-419.56-41	HEATING & AIR CONDITION	6,405.84	N
				19,217.52	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 1/4/15	802-0000-217.60-10	POLICE MANAGEMENT DUES	65.00	Y
				65.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 1/4/15	802-0000-217.60-10	POLICE OFFICERS ASSN DUES	4,205.22	Y
				4,205.22	
HUNTINGTON PARK RUBBER STAMP CO.	262431-IN	111-7030-421.61-20	STAMP	13.30	N
				13.30	
HYDRO TEK SYSTEMS INC.	182454-IN	741-8060-431.43-20	HOSES AND REELS	698.84	N
				698.84	
HYUNDAI MOTOR FINANCE	1210457940	111-0210-413.15-50	CM CITY LEASE PAYMENT	576.33	Y

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

576.33					
INTERNATIONAL E-Z UP, INC.	143723	226-9010-419.74-10	CANOPY FOR MOUNTED UNIT	1,123.20	N
	143722	226-9010-419.74-10	MOUNTED UNIT CANOPY	2,797.24	N
3,920.44					
JDS TANK TESTING & REPAIR INC	6981	741-8060-431.43-20	SERVICE FUEL SYSTEM-DEC14	135.00	N
135.00					
JOEL GORDILLO	JAN-15	223-9010-419.56-41	FILM & BROADCAST-MEETINGS	1,650.00	N
1,650.00					
JORGE & JUANA PLASCENCIA	15144	111-0000-228.70-00	OL O/P REFUND	16.28	N
16.28					
JORGE FUENTES	47990/50680	111-0000-228.20-00	DEPOSIT REFUND-SLP #1 & 3	150.00	N
150.00					
KARINA MACIAS	12/16/15	111-0110-411.58-19	PER-DIEM	45.00	Y
	1/30-2/1/15	111-0110-411.58-19	ICA 2015 WINTER SEMINAR	55.00	N
100.00					
KURT J. CAMP	HP00068	111-7030-421.56-41	LAFIS DATABASE PRINTS	450.00	N
	HP00070	111-7030-421.56-41	LAFIS DATABASE PRINTS	350.00	N
800.00					
LACMTA	38962/50636	111-0000-228.20-00	DEPOSIT REFUND-LOUNGE	500.00	N
500.00					
LAN WAN ENTERPRISE, INC	51448	111-9010-419.56-64	IT MAINTENANCE SERVICES	7,000.00	N
	51609	111-0230-413.43-05	SERVER-CITY HALL	531.53	N
	51609	111-3010-415.43-05	SERVER-CITY HALL	1,138.99	N
	51609	111-3011-419.43-05	SERVER-CITY HALL	3,189.17	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

	51609	111-9010-419.56-64	SERVER-CITY HALL	7,593.27	N
	51609	681-3022-415.43-05	SERVER-CITY HALL	2,733.58	N
	51392	111-0230-413.43-05	DMS SERVER-BUSINESS LIC	306.16	N
	51392	111-3010-415.43-05	DMS SERVER-BUSINESS LIC	656.06	N
	51392	111-3011-419.43-05	DMS SERVER-BUSINESS LIC	1,836.98	N
	51392	111-9010-419.56-64	DMS SERVER-BUSINESS LIC	4,373.77	N
	51392	681-3022-415.43-05	DMS SERVER-BUSINESS LIC	1,574.56	N
	51639	111-0230-413.43-05	BACKUP SERVER/TAPE DRIVE	562.31	N
	51639	111-3010-415.43-05	BACKUP SERVER/TAPE DRIVE	1,204.95	N
	51639	111-3011-419.43-05	BACKUP SERVER/TAPE DRIVE	3,373.87	N
	51639	111-9010-419.56-64	BACKUP SERVER/TAPE DRIVE	8,033.03	N
	51639	681-3022-415.43-05	BACKUP SERVER/TAPE DRIVE	2,891.90	N
				47,000.13	
LB JOHNSON HARDWARE CO #1	670200	111-8010-431.61-20	DRILL ADAPTER	3.48	N
	670017	111-8010-431.61-20	CLEANING SUPPLIES	56.65	N
	669971	111-8010-431.61-20	12 WHEEL STOPS	263.65	N
	669972	111-8010-431.61-20	RETURN OF WHEEL STOPS	-100.24	N
	669717	535-6090-452.61-20	BACKFLOW DEVICES REPLACMN	196.20	N
	669866	535-6090-452.61-20	BRASS FITTINGS	283.36	N
	669732	535-6090-452.61-20	BRASS NIPS	27.11	N
	670043	535-6090-452.61-20	VENT TEE	5.77	N
	670032	535-6090-452.61-20	BACKFLOW REPLACEMENT PRTS	120.16	N
				856.14	
LEGAL SHIELD	NOV 2014	802-0000-217.60-50	ID THFT PRCTCT/ACTIVE EMPL	347.70	N
	DEC 2014	802-0000-217.60-50	ID THFT PRCTCT/ACTIVE EMPL	318.80	N
				666.50	
LEONARD GARCIA	1133	111-6020-451.61-35	DISPOSABLE FORKS	2.19	N
	1654	111-6020-451.61-35	CHICKEN SPECIAL	93.48	N
	4998	111-6020-451.61-35	REFRESHMENTS-SENIOR DANCE	16.24	N
	12/15/14	111-6020-451.61-35	TABLE COVERS-SENIOR DANCE	35.00	N
	127	111-6020-451.61-35	WATER-SENIOR DANCE	12.38	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

159.29					
LETICIA RODRIGUEZ	39093/50679	111-0000-228.20-00	DEPOSIT REFUND-SLP #2	150.00	N
150.00					
LGP EQUIPMENT RENTALS INC	33987	111-8010-431.61-20	2DAY RENTAL 45' BOOMLIFT	775.00	N
	33909	111-8010-431.61-20	4DAY RENTAL MESSAGE BOARD	726.00	N
	33936	220-8010-431.61-20	4DAY RENTAL ARROW BOARD	411.40	N
	33942	220-8010-431.61-20	1DAY RENT FLOOR STRIPPER	42.35	N
1,954.75					
LIFESTEPS	JAN 15	242-5098-463.73-15	TENANT BASE ASSISTANCE	36,208.00	N
36,208.00					
LINDA'S FEED & SUPPLIES, INC.	682013	226-9010-419.74-10	FEED-MOUNTED UNIT	642.76	N
	681951	226-9010-419.74-10	FEED-MOUNTED UNIT	285.16	N
927.92					
LINGO INDUSTRIAL ELECTRONICS	32189	221-8014-429.61-20	ADA PED BUTTONS	1,798.50	N
1,798.50					
LOGAN SUPPLY COMPANY, INC.	83101	111-8010-431.61-20	SAFETY EQUIPMENT	65.84	N
	83076	221-8014-429.61-20	CABINET LOCKS	17.11	N
82.95					
LORRAINE MENDEZ & ASSOCIATES, LLC	153	242-5098-463.73-15	HOME ADMIN TBRA PROGRAM	660.00	N
660.00					
LOS ANGELES CLIPPERS BASKETBALL CLB	5871354	111-6030-451.61-35	38 CLIPPERS GAME TICKETS	836.00	Y
836.00					
MARIA GOMEZ	47256/50681	111-0000-228.20-00	DEPOSIT REFUND-HPCC	500.00	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

500.00					
MARIO A. GOMEZ	1/30-2/1/15	111-0110-411.58-13	ICA 2015 WINTER SEMINAR	55.00	N
55.00					
MARTHA P CORP	12/9/14	111-8010-431.61-20	1 PALLET OF CEMENT MORTOR	354.47	N
	12/12/14	111-8010-431.61-20	1 PALLETE OF RAPID SET	984.99	N
	12/11/14	111-8010-431.61-20	3 SCOOPS OF BASE MIX	62.67	N
1,402.13					
MATSUMOTO CONSULTING LLC	15-01-05 HP	111-3013-415.56-41	PROFESSIONAL SERVICES	2,900.00	N
2,900.00					
MAZYCK ADVISORS LLC	12/11/14-1/6/15	111-3013-415.56-41	CONSULTING SERVICES	8,900.00	N
8,900.00					
MICHAEL CHEE	19	111-0210-413.56-41	NOV 14 PIO SUPPORT	1,822.00	Y
	19	111-9010-419.61-20	WINTER 2014 NEWSLETTER	1,823.00	Y
	19	112-8026-431.32-70	WINTER 2014 NEWSLETTER	1,166.00	Y
	19	287-8055-432.54-00	WINTER 2014 NEWSLETTER	656.00	Y
	19	287-8057-432.54-00	WINTER 2014 NEWSLETTER	1,166.00	Y
	19	201-5010-463.54-00	WINTER 2014 NEWSLETTER	656.00	Y
7,289.00					
MIGUEL GUTIERREZ	HP-S0101	111-6030-451.61-35	REFEREE TRAINING-YOUTH BB	88.00	N
88.00					
MISC-ELECTION REIMBURSEMENTS	6/5/2012	111-1010-411.31-10	CUSTODIAL SERVICES	48.00	N
48.00					
MISC-ONE TIME VENDORS	PPE 12-21-14	111-3010-415.33-10	RETURNED CK#167872 FEE	8.00	N
8.00					

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

MOCEAN	65804	239-7055-424.61-20	UNIFORM	164.19	N
				164.19	
MONARCH BEARING COMPANY, INC.	190583	111-7020-421.43-10	BEARINGS FOR PD EXIT GATE	74.45	N
				74.45	
MR. HOSE INC.	84930	741-8060-431.43-20	UNIT #204 HYDRAULIC HOSE	67.07	N
				67.07	
NATION WIDE RETIREMENT SOLUTIONS	PPE 1/4/15	802-0000-217.40-10	NATIONWIDE RETIREMENT SOL	42,911.61	N
				42,911.61	
NIDIA GALVAN	50714	111-0000-347.60-00	REFUND-EL CAPITAN THEATRE	33.00	N
				33.00	
OEM AUTO PAINT SUPPLIES	76922	221-8012-429.61-20	PAINT & SUPPLIES-PARKING	309.52	N
	75996	221-8012-429.61-20	PRIMER/PAINT/SPRAY GUN	293.22	N
	76682	221-8012-429.61-20	2GAL BLUE PAINT/SUPPLIES	299.71	N
				902.45	
OFELIA HERNANDEZ	1/30-2/1/15	111-0110-411.58-12	ICA 2015 WINTER SEMINAR	55.00	N
				55.00	
OK PRINTING DESIGN & DIGITAL PRINT	11	111-6010-451.61-20	BUSINESS CARDS-EMPLOYEES	664.90	N
				664.90	
OLIVIER & DOYLE BODY SHOP	10759	741-8060-431.43-20	UNIT#195 BODY WORK/PAINT	1,995.90	N
	10736	741-8060-431.43-20	UNIT#901 REPAIR/REFINISH	657.78	N
				2,653.68	
PARK BARBER SHOP	2327	111-0000-228.70-00	OL O/P REFUNDS	10.00	N
				10.00	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

PARKEV KRMOIAN	12/9/14	222-4010-431.73-10	PATIO COVER & FABRICATION	3,341.25	N
				3,341.25	
PARKHOUSE TIRE, INC.	1010428388	741-8060-431.43-20	VEHICLE TIRES	1,253.84	N
	1010430424	741-8060-431.43-20	UNIT #201 TIRE REPAIR	137.23	N
	1010430654	741-8060-431.43-20	UNIT #203 TIRE REPAIR	95.00	N
				1,486.07	
PERFORMANCE NURSERY	163075	535-6090-452.61-20	POINSETIAS PURCHASE	294.63	N
				294.63	
PITNEY BOWES	8318107-DC14	111-9010-419.44-10	LEASING CHARGES	1,273.37	N
				1,273.37	
POLICE EXECUTIVE RESEARCH FORUM	3062	111-7010-421.64-00	PERF MEMBERHSIP DUES	475.00	N
				475.00	
PRADO FAMILY SHOOTING RANGE	2/17-2/28/15	111-7010-421.59-20	SHOOTING RANGE	45.00	N
				45.00	
PREMIERE TECHNOLOGY	1020	114-6010-451.73-10	SURVEILLANCE SYSTEM-PARKS	3,705.05	N
				3,705.05	
PRESENTA PLAQUE CORPORATION	17058	111-0110-411.61-20	WOODEN PLAQUES-RETIREEES	243.80	N
	17207	111-0110-411.61-20	WOODEN PLAQUES-CITY COUNC	243.22	N
				487.02	
PRO LINE GYMNASIUM FLOORS	1830	111-6010-451.43-25	GYM FLOOR MAINTENANCE	1,970.00	N
				1,970.00	
PRUDENTIAL OVERALL SUPPLY	50682258	111-6010-451.56-41	MAT CLEANING-HPCC	40.58	N
	50682259	111-6010-451.56-41	MAT CLEANING-SLP	74.97	N
	50683300	111-7010-421.61-20	MAT CLEANING SERVICES-PD	16.85	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

	50662900	111-7010-421.61-20	MAT CLEANING SERVICES-PD	16.85	N
	50678174	111-7010-421.61-20	MAT CLEANING SERVICES-PD	16.85	N
				166.10	
PURCHASE POWER	JAN 15	111-9010-419.53-20	POSTAGE/SUPPLIES	1,500.00	N
				1,500.00	
QUALITY CODE PUBLISHING LLC	2014-440	111-1010-411.56-41	SRVC-HP MUNICIPAL CODE	1,583.34	N
				1,583.34	
RAMCAST ORNAMENTAL SUPPLY CO, INC.	219556-IN	221-8012-429.61-20	FLOOR PLATE-PW	173.59	N
				173.59	
RESOURCE BUILDING MATERIALS	1636999	535-6090-452.61-20	DRYING AGENT-PW	608.22	N
				608.22	
RICE /ENGLANDER & ASSOCIATES	153	216-0230-413.32-70	LEGISLATIVE CONSULTING	10,500.00	Y
				10,500.00	
RICK CUIEL	485820	111-7030-421.61-20	KILO-MAINTENANCE GROOM	40.00	N
	9317	111-7030-421.61-20	KILO-DOG FOOD	82.82	N
				122.82	
SAFETY KLEEN	65824344	741-8060-431.43-20	WASHER BULK BRAKE CLEANER	540.59	N
				540.59	
SC FUELS	2657191	741-8060-431.62-30	GASOLINE PURCHASE-PW	15,400.06	N
				15,400.06	
SMART & FINAL	141277	111-6020-451.61-35	FOOD SUPPLIES-SENIORS	40.72	N
	152862	111-6020-451.61-35	FOOD SUPPLIES-TINY TOTS	17.56	N
	118118	111-0110-411.61-20	CITY COUNCIL SUPPLIES	106.89	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

165.17					
SMITH FASTENER	49445	221-8012-429.61-20	FASTENERS & ANCHORS	75.00	N
75.00					
SONSRAY MACHINERY, LLC	W00556-03	741-8060-431.43-20	CYLINDER SEAL REPAIR-PD	297.20	N
297.20					
SOUTHERN CALIFORNIA EDISON	8/6-12/5/14	111-7020-421.62-10	ACCT# 2-27-682-4422	5,776.69	N
5,776.69					
SPARKLETTS	4532412121114	111-1010-411.61-20	WATER DELIVERY SERVICES	4.00	N
	4533656121114	111-0210-413.61-20	WATER DELIVERY SERVICES	24.96	N
	4533656121114	111-0110-411.61-20	WATER DELIVERY SERVICES	24.97	N
53.93					
STACY MEDICAL CENTER	3160-10711	111-7022-421.56-15	CUSTODY EXAMS-PD	720.00	N
	3160-10820	111-7022-421.56-15	CUSTODY EXAMS-PD	720.00	N
1,440.00					
STANDARD INSURANCE COMPANY	NOVEMBER 2014	802-0000-217.50-70	PREM-ADDL LIFE INSURANCE	2,101.41	N
	DECEMBER 2014	746-0216-413.52-80	PREM LIFE INSURANCE, AD&D	7,816.32	N
9,917.73					
SUSAN SAXE CLIFFORD PHD	14-1219-2	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	900.00	N
900.00					
THE GAS COMPANY	11/4-12/6/14	681-8030-461.62-20	ACCT# 024-400-5700	9.80	N
	11/4-12/6/14	111-6022-451.62-10	ACCT# 038-340-0782	38.95	N
	11/6-12/9/14	111-6022-451.62-10	ACCT# 057-261-1221	34.18	N
	11/5-12/8/14	111-8020-431.62-10	ACCT# 128-200-7700	235.04	N
	11/4-12/6/14	111-7020-421.62-10	ACCT# 158-400-4800	492.39	N
	11/5-12/8/14	111-6022-451.62-10	ACCT# 161-800-7700	181.83	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

	11/4-12/6/14	111-8022-419.62-10	ACCT# 162-600-4800	341.59	N
	11/4-12/6/14	111-6022-451.62-10	ACCT# 164-700-4800	116.85	N
	11/5-12/8/14	111-6022-451.62-10	ACCT# 180-797-9760	92.78	N
				1,543.41	
THE PIN CENTER	1214082	111-0110-411.61-20	CITY LABEL PINS, BOOKMARK	1,490.00	N
				1,490.00	
TIFCO INDUSTRIES	71011906	741-8060-431.43-20	HEADLAMP & BRAKE DISC	200.94	N
				200.94	
TRANSTECH ENGINEERS, INC.	14111801	111-4010-431.56-62	TRNSPRTTION AUTHOR MEETNG	2,430.00	N
	14111804	111-4010-431.56-62	ENGINEERING PERMITS	4,242.12	N
	14111815	111-4010-431.56-62	ENGINEERING SERVICES	6,500.00	N
	14111825	111-4010-431.56-62	PARKING STUCTURES	700.00	N
	14111816	111-4010-431.56-62	RED CURB REMOVAL	135.00	N
	14111820	111-4010-431.56-62	RED CURB REQUEST	180.00	N
	14111826	111-4010-431.56-62	RED CURB REPAINT	180.00	N
	14111806	111-4010-431.56-62	BLUE CURB REMOVAL	90.00	N
	14111829	111-4010-431.56-62	BLUE CURB	315.00	N
	14111821	111-4010-431.56-62	BLUE CURB	585.00	N
	14111817	111-4010-431.56-62	BLUE CURB	450.00	N
	14111814	111-4010-431.56-62	BLUE CURB	450.00	N
	14111813	111-4010-431.56-62	BLUE CURB	450.00	N
	14111812	111-4010-431.56-62	BLUE CURB	450.00	N
	14111811	111-4010-431.56-62	BLUE CURB	450.00	N
	14111809	111-4010-431.56-62	BLUE CURB	450.00	N
	14111808	111-4010-431.56-62	BLUE CURB	540.00	N
	14111807	111-4010-431.56-62	PARKING SPACE-DISABLED	450.00	N
	14111827	111-4010-431.56-62	PARKING SPACES	270.00	N
	14111828	111-4010-431.56-62	PARKING TIME LIMITS	180.00	N
	14111810	111-4010-431.56-62	STREET PARKING	90.00	N
	14111824	111-4010-431.56-62	SPEED BUMPS	180.00	N
	14111805	111-4010-431.56-62	CROSS GUARD & SPEED BUMP	405.00	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

	14111818	111-4010-431.56-62	SOUTHLAND STEEL PROJECT	570.00	N
	14111819	111-4010-431.56-62	ALL WAY STOP REQUEST	540.00	N
	14111823	111-4010-431.56-62	TRAFFIC SCOPING	90.00	N
	14111802	111-5010-419.56-49	BUILDING & SAFETY	22,529.86	N
	14111803	111-5010-419.56-49	BUILDING & SAFETY	3,000.00	N
	14111822	111-4010-431.56-62	2014 CMP LDR REPORT	485.00	N
				47,386.98	
TRIANGLE SPORTS	30523	111-6030-451.61-35	UNIFORMS-YOUTH BASKETBALL	4,165.98	N
				4,165.98	
U.S. BANK	PPE 1/4/15	802-0000-217.30-20	PARS-PART TIME	1,018.39	Y
	PPE 1/4/15	802-0000-217.30-20	HP-PARS CITY CONTRIBUTION	3,075.52	Y
	PPE 1/4/15	802-0000-218.10-05	HP-PARS CITY CONTRIBUTION	10,592.98	Y
	PPE 1/4/15	802-0000-218.10-05	CITY OF HP PARS REP	3,275.00	Y
				17,961.89	
ULINE	63576222	221-8014-429.61-20	TRAFFIC SIGNAL BOXES	145.76	N
	63633165	221-8014-429.61-20	TRAFFIC SIGNAL BOXES	284.98	N
				430.74	
UNIFIED NUTRIMEALS	612	111-6055-451.57-42	CITY WIDE FOOD PROGRAM	292.95	N
	602	111-6055-451.57-42	CITY WIDE FOOD PROGRAM	976.50	N
				1,269.45	
UNITED ROCK PRODUCTS	414186 RI	111-8010-431.61-20	25 TONS OF PLASTER SAND	707.14	N
				707.14	
UNITED WAY OF GREATER	PPE 1/4/15	802-0000-217.60-20	UNITED WAY	15.00	Y
				15.00	
UPS	F911X6504	111-7010-421.61-20	SHIPPING CHARGES	7.33	N
				7.33	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

VALENTIN PALOS AMEZQUITA	1/30-2/1/15	111-0110-411.58-20	ICA 2015 WINTER SEMINAR	55.00	N
				55.00	
VAVRINEK, TRINE, DAY & CO, LLP	110407-IN	111-3013-415.56-41	PROFESSIONAL SERVICES	1,600.00	N
				1,600.00	
VISION SERVICE PLAN-CA	JANUARY 2015	746-0215-413.52-40	VISION SERVICE PLAN PREM	73.36	N
	JANUARY 2015	746-0215-413.52-40	VISION SERVICE PLAN PREM	4,574.44	N
				4,647.80	
VULCAN MATERIALS COMPANY	70633914	220-8010-431.61-20	1 TON OF ASPHALT	77.39	N
	70621455	220-8010-431.61-20	1 TON OF ASPHALT	78.13	N
	70621454	220-8010-431.61-20	1 TON OF ASPHALT	166.77	N
				322.29	
WALTERS WHOLESALE ELECTRIC COMPANY	2086518-01	221-8014-429.61-20	P-STRUT MOUNTING BRACKETS	795.37	N
	2086298-01	221-8014-429.61-20	P-STRUT	1,729.48	N
	2087477-00	221-8014-429.61-20	P-STRUT CLAMPS	63.64	N
	2086839-00	221-8014-429.61-20	CABLE	65.67	N
	2085904-00	535-8016-431.61-45	PHOTO CELL CONTROL	35.87	N
	2086214-00	535-8016-431.61-45	GROUND PLUG	53.97	N
	2085904-01	535-8016-431.61-45	PHOTO CONTROL RECEPTICLE	260.90	N
	2086828-00	111-8022-419.43-10	CITY CLERK OFFICE REMODEL	119.58	N
	2087490-00	111-8022-419.43-10	CITY CLERK OFFICE REMODEL	11.68	N
	2087449-00	111-8022-419.43-10	CITY CLERK OFFICE REMODEL	88.95	N
	2086828-01	111-8022-419.43-10	CITY CLERK OFFICE REMODEL	66.89	N
				3,292.00	
WATER REPLENISHMENT DISTRICT OF	NOVEMBER 2014	681-8030-461.41-00	GROUNDWATER PRODUCTION	62,444.00	N
				62,444.00	
WAXIE SANITARY SUPPLY	74992126	535-6090-452.61-20	TOILET PAPER-PARKS & REC	1,229.23	N
				1,229.23	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

WEBIPLEX, LLC	1942	225-7010-421.74-10	SOFTWARE SUBSCRIPTION	4,995.00	N
				4,995.00	
WELLS FARGO	2478930P6AVY54D	111-6020-451.61-35	FOOD-ANNUAL TREE LIGHTING	331.81	Y
	2469216P200JG75	111-7010-421.59-10	AMERICAN RED CROSS	25.00	Y
	2490604NR15E1RN	111-0110-411.58-20	NALEO CONFERENCE HOTEL	51.10	Y
	2432300P05SARVT	111-0110-411.66-05	CASA CORONA DINNER	115.00	Y
	2449398P08B4G46	111-0110-411.66-05	FRUIT FOR COUNCIL DINNER	20.50	Y
	2469216P100BR7W	111-0110-411.61-20	IPHONE COVER CASE AMAZON	14.00	Y
	2449398P98B4G15	111-0110-411.61-20	FRUIT-MARIACHI SAN JULIAM	15.50	Y
	2449398P98B4G15	111-9010-419.61-20	A. FONTANEZ FAREWELL	30.50	Y
	2469216PA00W0HK	111-0110-411.61-20	COUNCIL PRESENTATION-SUPP	98.76	Y
	2478930PFDZRYVJ	111-0110-411.66-05	GALLO GIRO DINNER-MEETING	82.13	Y
	2449398PF8B4GKF	111-0000-399.77-05	FRUIT-HOLIDAY E RECEPTION	90.50	Y
	2476197PF60MPVR	111-0000-399.77-05	HOLIDAY EMPLOYEE RECEPT	105.00	Y
	2439900NP8KQVXW	111-0210-413.61-20	IPHONE CASE COVER	42.79	Y
	2401339P700TR1W	111-0210-413.64-00	TRANSPORTATION PROJECT	32.41	Y
	2431605P8FYX1HX	111-0110-411.58-13	SHELL OIL GAS	15.19	Y
	2431605P8FYX2GE	111-0110-411.58-13	SHELL OIL GAS	60.32	Y
	2432304P8GTYXJK	111-0210-413.64-00	CD ORG MEETINGS	32.18	Y
				1,162.69	
WELLS FARGO BANK-FIT	PPE 1/4/15	802-0000-217.20-10	WELLS FARGO BANK FIT	62,991.16	N
	20150109	802-0000-217.20-10	WELLS FARGO BANK FIT	2,339.93	N
				65,331.09	
WELLS FARGO BANK-MEDICARE	PPE 1/4/15	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	7,233.57	N
	20150109	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	161.37	N
	PPE 1/4/15	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	169.75	N
				7,564.69	
WELLS FARGO BANK-SIT	PPE 1/4/15	802-0000-217.20-20	WELLS FARGO BANK SIT	22,899.27	N
	20150109	802-0000-217.20-20	WELLS FARGO BANK SIT	883.39	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
01/20/2015**

23,782.66					
WESTERN STATES HOLIDAY DECORATING	12/17/14	232-5010-419.73-10	DECORATIONS-PACIFIC BLVD	4,000.00	N
4,000.00					
WETMORE ROOFING COMPANY	1683	111-8022-419.43-10	EMERGENCY ROOF REPAIR N/S	1,700.00	N
	1682	111-8022-419.43-10	EMERGENCY ROOF REPAIR S/S	1,900.00	N
3,600.00					
XEROX CORPORATION	77611824	111-8020-431.43-05	SERVICES FOR XEROX COPIES	118.14	N
	77611824	285-8050-432.43-05	SERVICES FOR XEROX COPIES	118.14	N
	77611824	681-8030-461.43-05	SERVICES FOR XEROX COPIES	118.13	N
	77611825	111-7030-421.44-10	COPIER BASE CHARGES	477.55	N
831.96					
990,504.61					



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

January 20, 2015

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

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LAND AND WATER CONSERVATION FUND GRANT-IN-AID PROGRAM FOR THE SALT LAKE PARK SPLASH PAD PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a resolution approving the application for grant funds from the Federal Land and Water Conservation Fund Grant-In-Aid Program for the Salt Lake Park Splash Pad Project.
2. Authorize the Director of Parks and Recreation to execute and submit all related grant application documents.

BACKGROUND

Congress under Public Law 88-578 authorized the establishment of the Federal Land and Water Conservation Fund (LWCF) Grant-in-Aid Program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing facilities for public outdoor recreation purposes. Per the eligibility criteria of the grant, staff identified and will apply for funding for the Salt Lake Splash Pad Project. Staff requests the passage of the resolution approving the application for the grant funds from LWCF.

Funding for this project fulfills the recreational needs of Huntington Park residents and is supported by a survey conducted by the city during the 2008 Parks and Recreation Master Plan process, which indicated that 24 percent of all respondents identified a water play facility as the most desirable new facility. The Salt Lake Park splash pad project would provide the community with a water play facility at the city's largest public park. More important, the proposed splash pad is to be installed on the site of a wading pool that has been closed since 2000. The project's estimated cost is \$650,000.

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE
LAND AND WATER CONSERVATION FUND GRANT-IN-AID PROGRAM FOR THE
SALT LAKE PARK SPLASH PAD PROJECT

January 20, 2015

Page 2 of 3

FISCAL IMPACT/FINANCING

There will be no impact to the General Fund as a result of this action. The estimated cost of the project is \$650,000 and it is anticipated that the following non-General Fund sources will be used to pay for the splash pad.

2015 Housing Related Parks (HRP) Program - Staff intends to use \$400,000 of the funding that the City is expected to receive from the California Housing and Community Development 2015 Housing Related Parks (HRP) Program as partial matching funds for the LWCF Grant-in-Aid Program. Funding for the HRP Program is issued on a non-competitive basis and as such, staff is confident that funding will be secured per the grant requisites and the City's fulfillment of the qualifying criteria.

CDBG – Staff have budgeted \$150,000 of CDBG funding as additional matching funds for this project.

City of Vernon CommUNITY Fund - The City will apply for the City of Vernon's CommUNITY Fund grant program for the remaining \$100,000 required to fully fund this project. In 2012, the City of Vernon demonstrated an interest in funding the splash pad project but decided to fund the new synthetic turf soccer field at Salt Lake Park. Given our good relationship with the City of Vernon, staff is confident we may qualify for additional grant funding.

LWCF - The City will be reimbursed for 50 percent of the project cost (\$325,000), should the splash pad project be selected for grant funding by the LWCF program.

In the case that the expected funds are not secured for the proposed splash pad project, the City has the ability to withdraw its application without any financial obligation.

LEGAL AND PROGRAM REQUIREMENTS

The State of California Department of Parks and Recreation requires the City Council to adopt the recommended resolution to apply for funding.

CONCLUSION

Upon City Council approval of the recommended actions, staff will execute and submit all grant application documents for funding of the Salt Lake Park Splash Pad Project.

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE
LAND AND WATER CONSERVATION FUND GRANT-IN-AID PROGRAM FOR THE
SALT LAKE PARK SPLASH PAD PROJECT

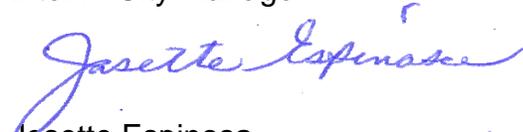
January 20, 2015

Page 3 of 3

Respectfully submitted,



JULIO MORALES
Interim City Manager



Josette Espinosa
Director of Parks and Recreation

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2015-01

RESOLUTION OF THE CITY OF HUNTINGTON PARK CITY COUNCIL APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE SALT LAKE PARK SPLASH PAD PROJECT

WHEREAS, the Congress under the Public Law 88-578 has authorized the establishment of the federal Land and Water Conservation Fund Grant-in-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program; and

WHEREAS, the Applicant certifies by resolution the approval of the Application and the availability of eligible Matching funds prior to submission of the Application to the State; and

NOW, THEREFORE, BE IT RESOLVED that the City of Huntington Park City Council hereby;

1. Approves the filing of an Application for the Land and Water Conservation Fund assistance for the proposed Salt Lake Splash Pad Project;
2. Agrees to abide by Section 6(F)(3) of Public Law 88-578 which states “No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and reasonably equivalent usefulness and location.”
3. Certifies that said agency has Matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed; and
4. Appoints the Director of Parks and Recreation as agent of the Applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, Applications, Contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

January 20, 2015

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

Dear Mayor and Members of the City Council:

**APPROVE AMENDMENT TO AGREEMENT WITH SEA HAWK SURVEILLANCE;
PREVIOUSLY AUTHORIZED BY COUNCIL ON JANUARY 5, 2015**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the amendment to the agreement with Sea Hawk Surveillance.
2. Authorize the Interim City Manager to execute the amendment.

BACKGROUND

The City Council authorized the amendment to the agreement with Sea Hawk Surveillance to provide and install a wireless network for video surveillance and wireless radio coverage for police vehicles on January 5, 2015. The final form of the amendment to the agreement is being presented for City Council approval.

The amendment to this agreement accomplishes the following:

1. Expands the scope of work to include the procurement and installation of 41 surveillance cameras and related communications equipment in 14 City-owned parking lots in the downtown area.
2. Establishes a not-to-exceed fee of \$272,941.
3. Extends the contract term six weeks through March 4, 2015.

APPROVE AMENDMENT TO AGREEMENT WITH SEA HAWK SURVEILLANCE;
PREVIOUSLY AUTHORIZED BY COUNCIL ON JANUARY 5, 2015

January 20, 2015

Page 2 of 2

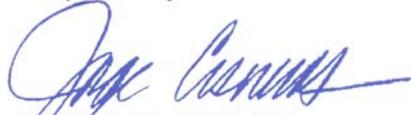
FISCAL IMPACT/FINANCING

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

CONCLUSION

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

Respectfully submitted,



JORGE CISNEROS

Chief of Police



JULIO F MORALES

Interim City Manager

ATTACHMENTS

A: Amendment to agreement with Sea Hawk Surveillance

PASSED, APPROVED AND ADOPTED by the City Council of the City of
Huntington Park at its meeting on this 20th day of January, 2015.

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



2015
FIRST AMENDMENT
TO EQUIPMENT AND INSTALLATION SERVICES AGREEMENT
(Engagement: Equipment and Installation Services)
(Parties: City of Huntington Park and Sea Hawk Surveillance, Inc.)

THIS FIRST AMENDMENT TO EQUIPMENT AND INSTALLATION SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Equipment and Installation Services Agreement" (the "Master Agreement") executed as of October 7, 2013, by and between the City of Huntington Park, a municipal corporation (hereinafter, "City") and Sea Hawk Surveillance, Inc. (hereinafter, "Contractor") is made and entered into this ____ day of _____, 2015. For the purposes of this Amendment, City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably.

RECITALS

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

WHEREAS, on or about October 7, 2013, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit A; and

WHEREAS, City desires to continue to revise the scope of work for Contractor to provide equipment and installation services for City parking lot project camera and surveillance wireless mesh network; and

WHEREAS, Contractor has represented to City that it has the requisite skill and experience to safely and competently perform the desired additional contract services within the City; and

WHEREAS, an amendment is permissible pursuant to Section 13.4 of the Master Agreement, provided that it is in writing and executed by both Parties; and

WHEREAS, the execution of this Amendment was approved by the Huntington Park City Council at its Regular Meeting of January 20, 2015.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 1.1 (Content of the Work) is amended in part to reflect the additional services, materials and/or equipment set forth in Exhibit B attached hereto and incorporated by reference (the “Work”).

2. A new Section 1.2 (Delivery and Inspection of Equipment) shall provide as follows:

A. Subject to all the terms and conditions of the Master Agreement, Contractor agrees to sell and deliver that equipment described in Contractor’s invoice as prepared by Contractor, which is attached and incorporated hereto as Exhibit B (hereinafter, the “Equipment”).

B. Contractor’s performance under this Agreement includes all transportation services, labor, material, tools and equipment necessary for Contractor to complete its delivery and off-loading of the Equipment at locations to be agreed upon by the Parties (“Delivery Locations”) in a good and workmanlike manner.

C. Contractor shall perform all services and tasks contemplated under this Agreement continuously and with due diligence so as to complete all work within the completion period set forth in the amended Section 2.2, below. In keeping with the foregoing, Contractor shall, among other things, be responsible for the delivery of the Equipment to the Delivery Locations and shall also provide its delivery personnel with all equipment and tools necessary to move the Equipment from Contractor’s delivery vehicles to the location at the Delivery Locations where the Equipment is to be installed and shall also provide its personnel with all equipment and tools required to install the Equipment at the Delivery Locations. City shall in no way be responsible for undertaking the delivery of the Equipment with its own personnel or any other contracted third-party, nor shall City be responsible for providing Contractor or Contractor’s personnel with training, tools or equipment required to deliver the Equipment.

D. All Equipment shall be subject to inspection by City and rejection by City. The Equipment shall be considered accepted upon City’s issuance of a written Notice of Acceptance. At any time prior to the issuance of a Notice of Acceptance, City may reject, return and demand the replacement of any Equipment which is broken or defective or which fails to meet the requirements or specifications set forth in Exhibit B and the cost of returning and replacing the Equipment shall be borne solely and exclusively by Contractor. Equipment that is rejected and returned by City shall be promptly replaced by Contractor. No payment shall be required until replacement is complete. Contractor shall trace any and all Equipment lost during delivery. Prior to the issuance of such Notice of Acceptance, Contractor, at Contractor’s sole cost and expense, shall be required to make all such repairs, modifications or corrections to the Equipment as may be necessary to ensure that the Equipment will perform in accordance with the agreed specifications or replace any and all defective or incompatible parts as may be necessary to ensure that the Equipment will perform in accordance with the agreed specifications.

E. City's acceptance of the equipment and City's obligation to disburse the proceeds of the Not-to-Exceed Sum, defined below, shall be conditioned upon the final inspection and performance testing of the equipment by City, to ensure that the equipment satisfies the requirements of the City and is capable of performing in accordance with performance standards set forth in Exhibit B. City reserves the right to direct Contractor to make such repairs as may be reasonably necessary to ensure that the Equipment performs properly. The final inspection and performance test shall be commenced within fourteen (14) calendar days from the date Contractor notifies City in writing that its installation of the Equipment is complete.

3. A new Section 1.8 (Equipment Warranties) shall provide as follows:

A. For a period of five (5) years from the City's issuance of a Notice of Acceptance, Contractor warrants that the Equipment provided to City pursuant to this Agreement shall be merchantable, of good workmanship and material, suitable for the purpose intended by City, and free from any and all defects, including but not limited to, defects in material, manufacturing workmanship, and title. Contractor assumes design responsibility and further warrants that the equipment will operate as described in the materials provided in Exhibit B or any other applicable marketing and advertisement materials. Contractor further transfers and assigns to City all manufacturers' warranties for parts and equipment that make up the Equipment. Contractor's warranties, as set forth in this Agreement, shall also apply to any replacement parts.

B. Contractor's warranties shall not be deemed as the exclusive or sole warranty or guarantee for any of the equipment procured by City. City's inspection, approval, acceptance, use of, or payment for all or any part of the equipment ordered shall not affect its warrant rights, regardless of whether a breach of warranty was evident at the time. In addition to any other warranties set forth herein, Contractor shall repair or replace, at no additional cost to City, defective equipment in a timely manner to minimize the disruption to City operations but in no event later than thirty (30) days from the date City provides Contractor with notice of such defect for a period of five (5) years from the date City issues a Notice of Acceptance.

4. Section 2.2 (Completion) is amended to read as follows:

Contractor shall prosecute the Work diligently to completion and in all events shall substantially complete the Work within 6 (six) weeks of the date of execution. Contractor shall perform the Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City and Contractor. Such schedules or milestones may be included as part of Exhibit B attached hereto, or may be provided separately in writing to the Contractor.

5. Section 3.1 (Authority of Engineer) is amendment in part to read as follows:

Michael Ackerman is hereby designated as the representative of the City (the "Engineer"). The Engineer shall decide any and all questions which may arise as to the

quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the Work in conformity with the schedule.

6. Section 4.1 (Compensation) is hereby amended to read as follows:

A. In consideration for supplying and installing the Equipment, providing related training in the operation, maintenance and repair of the Equipment, and such other incidental and ancillary services and tasks called for under this Amendment, City shall compensate Contractor in accordance with Exhibit B.

B. Subsection (A) of this Agreement notwithstanding, in no event may Contractor's total compensation exceed the aggregate sum of Two Hundred Seventy Two Thousand Nine Hundred Forty One Thousand Dollars and Forty Four Cents (\$272,941.44) (hereinafter, the "Amended Not-to-Exceed Sum"). In the event Contractor's costs to supply and install the Equipment are estimated to exceed the Not-to-Exceed Sum, City in its reasonable discretion may authorize the expenditure of additional sums subject to the prior approval of the Huntington Park City Council.

C. City shall not withhold applicable federal or state payroll or any other required taxes or other authorized deductions from each payment made to Contractor. No claims for compensation in excess of the Amended Not-to-Exceed Sum amount for the Work will be allowed unless such compensation is approved by the City Manager, in writing.

7. Section 5 (Bonds) of the Master Agreement is amended to read as follows:

The Contractor, concurrently with the execution of the Agreement, shall furnish a Labor and Materials Bond in an amount equal to one hundred percent (100%) of the Amended Not-to-Exceed Sum and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Amended Not-to-Exceed Sum. Said bonds shall be on forms approved by the City, and secured from an admitted surety company in accordance with Code of Civil Procedure section 995.630, as may be amended; and the premiums thereon shall be paid by the Contractor. Contractor shall not commence the Work until the bonds have been filed with and approved by City or its authorized representatives.

8. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment along with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

9. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

10. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to Contractor upon execution.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to the Master Agreement to be executed on the day and year first appearing above.

CITY OF HUNTINGTON PARK:

SEA HAWK SURVEILLANCE, INC.:

By: _____
John Ornelas, Interim City Manager for
the City of Huntington Park

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

First Amendment Exhibit A
(See Attached Master Agreement)

First Amendment Exhibit B
(See Attached Scope of Work/Invoice)

EQUIPMENT AND INSTALLATION SERVICES AGREEMENT

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

NOW THEREFORE, the parties hereto agree as follows:

SECTION ONE: SERVICES OF CONTRACTOR

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

1.2 Scope of Services. Contractor shall equip itself with all necessary labor, equipment and materials to construct the Work and perform the services specified in this Agreement. Contractor warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

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

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

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

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

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

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

SECTION TWO: COMMENCEMENT; SUBSTANTIAL COMPLETION

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

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

SECTION THREE: AUTHORITY OF THE ENGINEER.

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

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

SECTION FOUR: COMPENSATION.

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

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

SECTION FIVE: BONDS.

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

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

SECTION SIX: INSURANCE.

6.1 Without limiting Contractor's indemnification obligations, Contractor shall not enter or occupy the Premises until Contractor has obtained all of the insurance required herein from a company or companies acceptable to City, and Contractor shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by City.

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

6.2.1. Workers' Compensation and Employer's Liability Insurance: Contractor shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof, as may be amended. Contractor shall provide statutory worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

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

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent

endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

6.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

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

6.3 Endorsements: The policies of liability insurance provided for in Paragraphs 6.2.2 through 6.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Contractor's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) "The City of Huntington Park, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Huntington Park. The coverage shall contain no special limitations on the scope of protection afforded to the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss

under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Huntington Park, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

6.4 Evidence of Coverage: Contractor shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 6 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Contractor’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

6.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Contractor to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Contractor shall promptly comply with any such requirement. City’s requirements shall not be unreasonable, but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

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

6.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

6.8 Workers’ Compensation Insurance. By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, as may be amended, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. Contractors and subcontractors will keep Workers’ Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Contractor has no employees requiring Contractor to provide Workers’ Compensation Insurance, Contractor shall so

certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Worker's Compensation.

SECTION SEVEN: LIABILITY AND INDEMNIFICATION.

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

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

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

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

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

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

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

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

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

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

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

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

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

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

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

8.9 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.10 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.11 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contractor requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.12 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.13 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

SECTION NINE: SAFETY.

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

9.2 In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

SECTION TEN: TERMINATION OF THE AGREEMENT.

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

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

SECTION ELEVEN: LABOR CODE OF CALIFORNIA.

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

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

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

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

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

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

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

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

SECTION TWELVE: CHANGES IN THE PROJECT.

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

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

SECTION THIRTEEN: MISCELLANEOUS

13.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK
Attention: Neal Mongan – Administrative Lieutenant
6542 Miles Avenue
Huntington Park, CA 90255

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

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

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

13.4 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with

respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

13.5 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

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

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

[SIGNATURES BEGIN ON NEXT PAGE]

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

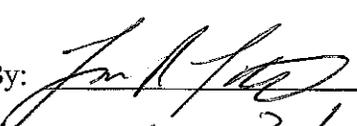
CITY:

CITY OF HUNTINGTON PARK

By: 
René Bobadilla, City Manager

CONTRACTOR:

SEA HAWK SURVEILLANCE, INC

By: 
Name: Luis R Lopez
Title: Owner/Manager

ATTEST:

By: 
Rocio Martinez, Acting City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: 
City Attorney, City of Huntington Park

EXHIBIT A

SCOPE OF THE WORK

SEA HAWK SURVEILLANCE INC.

1

PROPOSAL
CITY OF HUNTINGTON PARK

“Public Safety Mobile and Surveillance Wireless
Mesh Network”

Luis R. Lopez
909-821-9482



March 28, 2013

1

Table of Contents

Executive Summary	2
Scope of Services	2
Company Background	3
Proposed Software, Hardware and Computing Environment	3
Response to Functional/Technical Requirements	9
System Specifications	13
Deployment Plan	16
Implementation	19
Maintenance and Support Program	20
Client References	21
Cost Proposal	22
Exceptions to the RFP	24
Sample Documents	24

1. Executive Summary

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

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

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

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

2. Scope of Services

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

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

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

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

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

3. Company Background

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

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

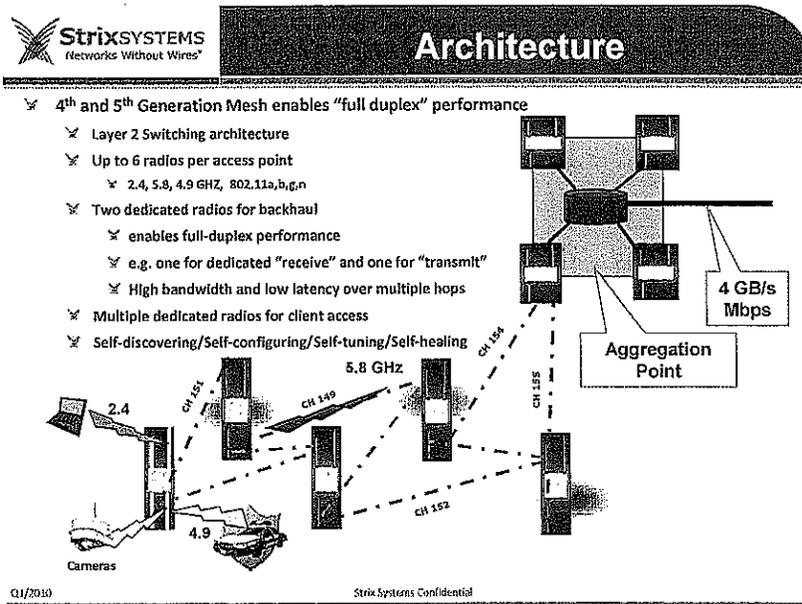
A number of selected Strix deployments are included as an attachment to this proposal

4. Proposed Software, Hardware and Computing Environment

a. Technology Architecture

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

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

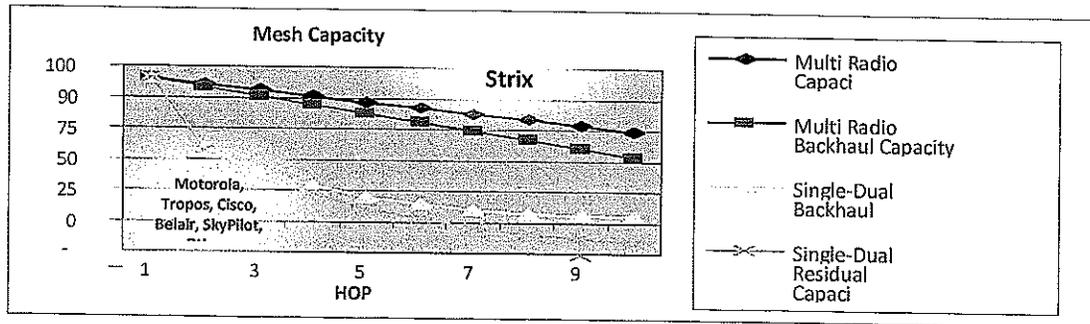


The Strix architecture embodies a layer-2 Multi-radio design with minimum 2 radios per node dedicated to carrying traffic between mesh nodes. This unique design, in combination with Strix dynamic mesh routing algorithms results in a self-forming and self-healing mesh that carries traffic over many hops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

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

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

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



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

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

Strix Systems' outdoor urban mesh solution

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

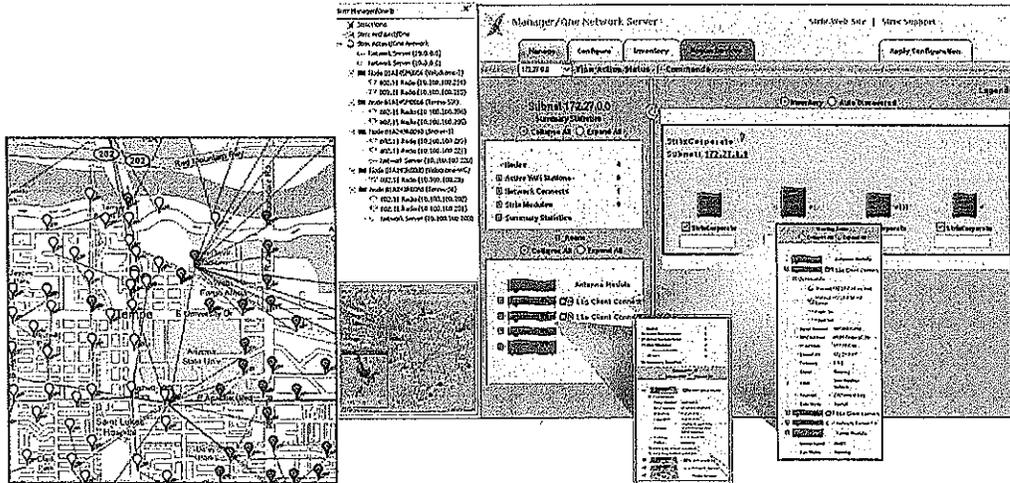
In addition, the Strix platform has been specifically designed to be both hardware and software field upgradeable thus ensuring a low cost technology refresh capability. No other existing technology platform can match this capability.

b. Administration Toolsets

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

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

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



Strix Manager/Three - M3

Strix Manager/One - M1

c. Security and Compliance

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

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

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

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

d. **Upgrade Function**

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

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

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

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

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

b. The wireless mesh system must be 100% IP based with non-proprietary 802.1x standards

- i. Comply. The Strix system is a 100% IP based network system using the 802.1x standards

c. The wireless mesh system must be capable of supporting laptops, PDA's, Wi-Fi Phones, smart phones, tablets, stationary CPE, in-vehicle mobile CPE and other 802.11 wireless devices.

- i. Comply. The Strix system supports all such devices.

d. Cameras using the ONVIF standards preferred

- i. Comply

e. The wireless infrastructure must support mobile mesh units using 4.9 GHz and 2.4 GHz for connections to the wireless infrastructure and mobile computing devices.

- i. Comply. The Strix system supports such units

f. The wireless mesh system must support encryption types AES, TKIP, static and dynamic WEP.

- i. Comply. Strix Access/One Networks support client/server WEP, including TKIP/MIC enhancements, and AES cipher suites, with either static or dynamic keys. Additionally, Strix Access/One Networks support infrastructure-to-infrastructure high-level AES encrypted links.
 - 1. Strix supports standard 64/128-bit WEP, which provides base-level security and serves as a simple deterrent between the wireless clients and the wired network. Strix

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

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

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

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

- h. The wireless mesh network must support Layer 2 security traffic isolation between users at the same AP radio as well as throughout the entire wireless network**

 - i. Comply. Strix supports user and traffic isolation. Strix has a feature called Client Connect Privacy (CCP) that is available for use on a per BSSID basis – used as needed for a virtual wireless network. It is similar to Hardware Switch Port Isolation on a wired data switch. CCP blocks users from file browsing and prevents peer-to-peer or other traffic between users in the network both at the mesh unit level and network wide. An example might be stopping virus activity and malicious behavior from spreading to all users in the network.
 - ii. The segmentation of the Wireless Network into logical sub-networks (Virtual Local Area Networks or VLANs) to support different classes of users. Strix supports up to 250 VLANs per radio and up to 4096 VLAN tags. Strix supports the 802.1q protocol for VLAN tagging. This includes the ability to define and manage different profiles for authentication, encryption, Quality of Service (QoS), and other service characteristics for each user class. This would include the capability to permit free access to the Wireless Network within selected public spaces within the Town and allow other providers to offer alternative retail services.
- i. The wireless mesh system must support Rogue Device Detection and reporting for adhoc or infrastructure devices in 2.4 GHz, 4.9 GHz, and 5 GHz frequencies.**

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

 - i. Comply. Strix supports compatibility with VPNs and the multiple VPN methodologies used such as IPSEC, PPTP, L2TP, etc.
- k. The wireless mesh system must support SSID suppression.**

 - i. Comply. Strix supports BSSID network identifiers that can be hidden or suppressed to make detection by network “sniffing” software difficult.
- l. The wireless mesh system must cover a specific area between Florence Avenue to the South, Saluson Avenue to the North, Rugby Avenue to the West, and Miles Avenue to the East (to include the Civic Center).**

 - i. Comply. See Deployment Plan section.

6. Responses to Functional/Technical Requirements

- a. **The wireless mesh system must be capable of operating multiple frequencies, with multiple radios for backhaul that simultaneously send and receive traffic along with multiple radios dedicated for simultaneous client access.**
- i. Comply. The Strix architecture embodies a layer-2 Multi-radio design with minimum 2 radios per node dedicated to carrying traffic between mesh nodes. This unique design, in combination with Strix dynamic mesh routing algorithms results in a self-forming and self-healing mesh that carries traffic over many hops with minimal loss of throughput. This capability is essential in providing cost efficient operation in urban canyons, dense urban and foliage dominated environments.
 - ii. Strix “secret sauce” is combining 2 radios per node for inter-node mesh communications with a self-forming dynamic mesh routing algorithm. Additional radios in each node are dedicated to end user access at 2.4 and 4.9 GHz. A given Strix node can contain as many as 6 radios: hence the “Multi-radio” designation. Each of the 2 radios dedicated to inter-node mesh communications operates at a different frequency in the 5.2, 5.4 or 5.8 GHz bands. The ability for neighboring nodes to operate at different frequencies eliminates the self-interference which plagues the older product platforms. The self-forming mesh algorithm permits the inter-node radios to select the optimal operating frequency in real time: taking into account the frequencies of neighboring nodes as well as external sources of interference, including military radar. This unique combination makes it possible for the Strix platform to carry substantial traffic over many mesh hops with little or no loss of throughput.
- b. **The wireless mesh system must be 100% IP based with non-proprietary 802.1x standards**
- i. Comply. The Strix system is a 100% IP based network system using the 802.1x standards
- c. **The wireless mesh system must be capable of supporting laptops, PDA’s, Wi-Fi Phones, smart phones, tablets, stationary CPE, in-vehicle mobile CPE and other 802.11 wireless devices.**
- i. Comply. The Strix system supports all such devices.
- d. **Cameras using the ONVIF standards preferred**
- i. Comply
- e. **The wireless infrastructure must support mobile mesh units using 4.9 GHz and 2.4 GHz for connections to the wireless infrastructure and mobile computing devices.**
- i. Comply. The Strix system supports such units

- f. **The wireless mesh system must support encryption types AES, TKIP, static and dynamic WEP.**
- i. Comply. Strix Access/One Networks support client/server WEP, including TKIP/MIC enhancements, and AES cipher suites, with either static or dynamic keys. Additionally, Strix Access/One Networks support infrastructure-to-infrastructure high-level AES encrypted links.
 1. Strix supports standard 64/128-bit WEP, which provides base-level security and serves as a simple deterrent between the wireless clients and the wired network. Strix additionally supports Dynamic WEP, which relies on a RADIUS server and provides dynamic key rotation vs. a statically assigned key for stronger encryption.
 2. Strix supports standard high level AES for client end devices with AES support and relies on a RADIUS server for dynamic key rotation.
 3. Strix supports standard high level AES for wireless backhaul infrastructure links between units and does not require a RADIUS server. Strix has designed and optimized its product through hardware accelerated network processors for no degradation of bandwidth and supports the highest possible throughput levels.
 4. Strix supports login password encryption. This allows additional security and defends against common attacks such as a Dictionary security attack.
- g. **The wireless mesh system must support authentication types 802.1x, WPA, WPA2, WPA-PSK, WPA2-PSK, EAP-MD5/TLS/TTLS/PEAP and Access Control Lists**
- i. Comply. The Strix network will support both local and remote user authentication. For local authentication, the Strix network equipment is responsible for determining whether a user's device has network privileges and if they don't, traffic to and from that client is not allowed. For remote authentication, the Strix access points assume the role of gatekeeper, blocking user access until an external RADIUS server validates the user's identity and authorizes access. The system supports EAP encapsulated RADIUS exchanges, including the MD5, TLS, TTLS and PEAP protocols, and has agnostic compatibility with RADIUS servers.
 - ii. The network will supports the industry standard 802.1 x protocols with EAP-MD5, EAP-TLS, EAP-TTLS and EAP-PEAP algorithms.
 - iii. The network will support WPA (Wi-Fi Protected Access) providing per-user authentication. There are two supported types that include Pre Shared Key (PSK) for base-level and statically assigned authentication and Temporal Key Integrity Protocol (TKIP) for stronger encryption and key management per user.

TKIP relies on a RADIUS server and provides dynamic key rotation. TKIP is part of the 802.11i security protocol.

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

7. Deployment Plan

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

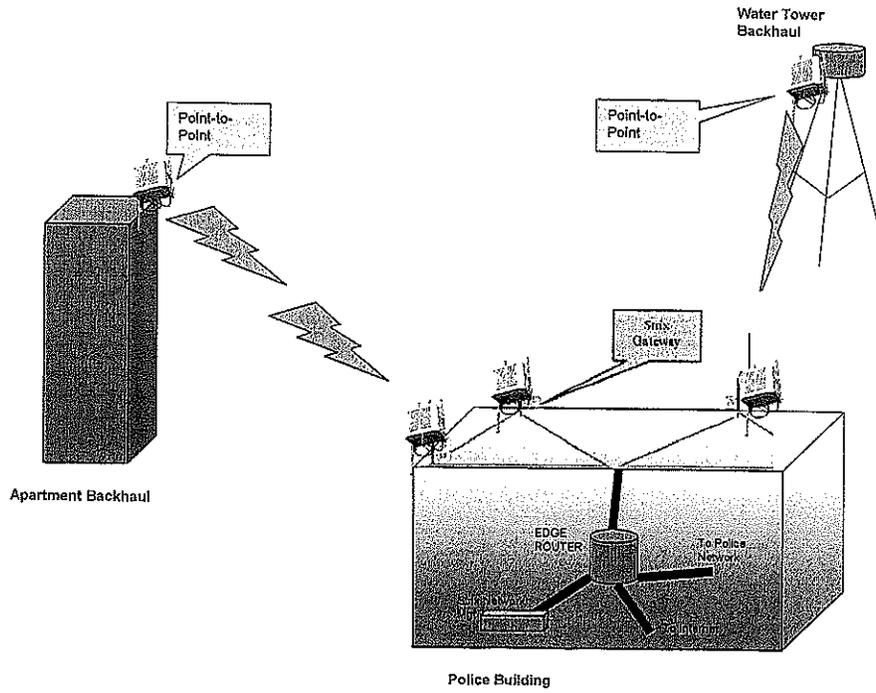
Preliminary Design/Deployment Plan

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



Proposed Mesh Network Deployment

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



Backhaul Architecture

8. Implementation Plan

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

a. Project Steps

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

b. Project Duration and Scheduling

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

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

9. Maintenance and Support Program

a. Post Implementation Support

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

b. Hardware and Software Warranty

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

c. Telephone Support

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

d. Special Support Plans

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

e. Delivery Method of Future Upgrades

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

f. User Groups

There are no formally organized user groups

- g. Problem Reporting and Resolution Procedures**
Problem reporting and resolution procedures can be established with Sea Hawk Surveillance as part of the implementation Planning Process. Such procedures would include coordination with Strix Systems Technical Support and documented via the Trouble Ticketing System.
- h. Bug Fixes and Patches**
Bug Fixes and Patches are managed via the Technical Support and warranty process as described above.
- i. Support for Third Party Solutions**
On a case-by-case basis
- j. Other Support such as On-Site, etc**
On-Site Support is provided on a case-by-case basis at an additional charge. Web site access to patches is provided as part of the Software Warranty Program.

10. Client References

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

11. Cost Assumptions

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

b. Cost Categorization

Costs in this proposal are categorized as follows:

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

- 2. Deployment
 - a. Nodes
 - b. Backhaul
- 3. Acceptance Test
- 4. Training
- iii. Additional/Optional Items
 - 1. Mobile units
 - 2. Mobile unit installation
 - 3. Additional Extended Warranty and Support

c. Cost Details

i. Infrastructure Costs \$225,750.00

ii. Implementation Costs \$54,250.00

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

iii. Additional Items

Additional/Optional Items

Mobile Units for Police Cars

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

Additional 2 year Extended Warranty

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

Additional/Optional Total \$61,941.00

iv. Avigilon Cameras Cost \$175,640.00

Cameras

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

Lenses

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

HD NVRs

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

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

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

HD NVMS

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

Accessories

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

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

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

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

(4)-LED 42" Monitors

(1)-LED 50" Monitor

Installation is included with the implementation cost

v. **Internet Connection**

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

Install Fee Cost \$5000.00

12. Exceptions to the RFP

No exceptions

13. Sample Documents

The following sample documents are included:

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

Section 9 Revised

9. Maintenance and Support Program

a. Post Implementation Support

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

b. Hardware and Software Warranty

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

c. Telephone Support

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

d. Special Support Plans

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

e. Delivery Method of Future Upgrades

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

f. User Groups

There are no formally organized user groups

g. Problem Reporting and Resolution Procedures

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

h. Bug Fixes and Patches

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

i. Camera Support

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

j. Problem Reporting and Resolution Procedures

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

m. Bug Fixes and Patches

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

EXHIBIT B

SCHEDULE OF COMPENSATION

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

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

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

The schedule of compensation shall be as follows:

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

SUMMARY

Sea Hawk Surveillance is pleased to present the enclosed proposal for the city parking lots on either side of Pacific Avenue. Sea Hawk designs, implements, and maintains best-of-breed video surveillance systems solutions for municipalities. We constantly persevere to provide the most effective, reliable, and personalized service.

This proposal is intended to provide a complete system for video surveillance, with the capability to expand to additional applications or areas in the future. In our opinion, we are covering the strategic chokepoints where maximum security needs to be maintained.

Sea Hawk will provide a turnkey solution for the city parking lots, including infrastructure, computer equipment, cameras, advanced software, installation services, as well as post-installation training and support. This video camera system will be incorporated into the ***Avigilon Video Management System*** already installed at the Huntington Park Police Department.

SCOPE OF SERVICES

We are proposing a turnkey project, and will provide the services listed here as part of the undertaking:

- a. Project milestones and schedule
- b. Project coordination
- c. Site Survey
- d. Overall System design and engineering
- e. All equipment required for the project
- f. Acceptance testing of the network
- g. Training
- h. Post hand over technical support

We design our solutions with an open-architecture approach, integrating the best products available based on price/performance. You will be able to add additional components whenever you need them, without changing the entire system.

ORDINANCE NO. 935-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AMENDING SECTION 6-2.107 (UNLAWFUL AND PROHIBITED ACTS) OF ARTICLE 1 (COLLECTION OF SOLID WASTE) OF CHAPTER 2 (SOLID WASTE) OF TITLE 6 (SANITATION AND HEALTH) OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING CONTAINMENT OF GARBAGE AND TRASH ON PREMISES

WHEREAS, the City Council finds that maintaining a clean City serves the health, safety, and welfare of the community; and

WHEREAS, the City Council finds that a persistence of litter and trash wrongfully outside of designated containers and partly due to scavenging, harms the health, safety, and welfare of the community; and

WHEREAS, the City Council desires to strengthen and enhance existing regulations to address this problem; and

WHEREAS, the following chapters of the City of Huntington Park Municipal Code, among others, regulate the containment, placement, collection, and disposal of solid waste: Chapter 11 (Nuisances) of Title 5 (Public Welfare, Morals, and Conduct); and Chapter 2 (Garbage and Rubbish) of Title 6 (Sanitation and Health); as amended in 2014 by Ordinance No. 934-NS; and

WHEREAS, Sections 5-11.05.1, 6-2.100, and 6-7.03 of the Huntington Park Municipal Code and Section 40191 of California Public Resources Code consistently define "Solid Waste" to include garbage, trash, refuse, paper, rubbish, industrial wastes, and demolition and construction wastes, but not hazardous waste; and

WHEREAS, the City of Huntington Park has adopted the Los Angeles County Health Code as the City's Public Health Code, and Section 11.16.020 thereof states: "The owner, agent or manager of any premises shall maintain such premises in a clean,

1 sanitary condition, free from accumulations of garbage, rubbish, refuse and other wastes
2 at all times, except as provided by the provisions of this Division 1 or other applicable
3 laws”; and

4 **WHEREAS**, Huntington Park Municipal Code Section 5-11.05.2 requires persons in
5 control of any real property in the City to place garbage, rubbish, and waste matter in an
6 enclosed container that prevents it from being “transferred about the premises or adjacent
7 premises by wind or other natural causes,” and Section 6-2.105 requires that such
8 containers be “sealed [and] watertight,” and their “lids shall remain closed at all times that
9 the Container is unattended”; and

10 **WHEREAS**, Huntington Park Municipal Code Section 6-2.105 further provides that
11 such containers may be relocated onto a City parking lot within an approved enclosure
12 only with the approval of the City Manager upon a determination of lack of space; and

13 **WHEREAS**, it is the purpose and intent of this Ordinance to promote the health,
14 safety, and general welfare of the residents and businesses within the City; and

15 **WHEREAS**, the City Council has considered evidence presented by City Staff and
16 the public at a duly noticed public hearing.

17
18 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
19 **ORDAINS AS FOLLOWS:**

20
21 **SECTION 1.** Section 6-2.107 (Unlawful and Prohibited Acts) of the Huntington
22 Park Municipal Code is hereby amended to add the following subparts h and i:

23
24 h. It is unlawful for any owner, occupant or person in possession, charge or
25 control of premises to engage in, cause, permit, suffer, or allow the presence of Solid
26 Waste outside of a Container, or the removal of Solid Waste from a Container, on the
27 subject premises. The owner, agent, tenant or person in control of the premises shall take
28

1 all reasonable measures necessary to prevent violations of the foregoing and to maintain
2 such premises in a clean, sanitary condition, free from Solid Waste, including, without
3 limitation, keeping Containers locked except during use and scheduled Collection in
4 accordance with the Solid Waste Collection service.

5
6 i. It is unlawful for any owner, occupant or person in possession, charge or
7 control of premises to engage in, cause, permit, suffer, or allow Containers assigned to the
8 subject premises to be placed on any property except where lawfully permitted.

9
10 **SECTION 2.** Adoption and implementation of this ordinance is not subject to the
11 California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(2) of the
12 CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 et seq.) (activity will not result in a
13 direct or reasonably foreseeable indirect physical change in the environment), and it is
14 exempt pursuant to CEQA Guidelines section 15061(b)(3) because the City Council finds
15 no possibility that the adoption of this ordinance will have a significant effect on the
16 environment.

17 **SECTION 3.** Should any provisions of this ordinance be determined to be invalid
18 or unconstitutional, all other provisions shall remain in full force and effect as approved.

19 **SECTION 4.** The Mayor shall sign and the City Clerk shall attest to the passage
20 of this ordinance. The City Clerk shall cause the same to be published as prescribed by
21 law.

PASSED, APPROVED AND ADOPTED this 20th day of January, 2015.

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

January 20, 2015

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

Dear Mayor and Members of the City Council:

RESOLUTION TO APPROVE ECO-RAPID TRANSIT'S FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-02 adopting the Orangeline Development Authority Fourth Amended Joint Exercise of Powers Agreement (JPA): and
2. Authorize the Mayor to execute the fourth amended Joint Exercise of Powers Agreement.

BACKGROUND

Eco-Rapid Transit's goal is to pursue development of, and obtain public and private funding for the construction of, a transit system that moves as rapidly as possible, uses appropriate grade separations, and is environmentally friendly and energy efficient. The City of Huntington Park is a member of Eco-Rapid Transit. In addition, Eco-Rapid Transit plans to construct two stations in Huntington Park.

On Dec. 10, 2014, the Eco-Rapid Transit Board of Directors approved the fourth amendment to the Joint Exercise of Powers Agreement that created Eco-Rapid Transit, to reflect its revised mission statement. The revised Mission Statement reads as follows:

The purpose of the Orangeline Development Authority, dba Eco-Rapid Transit is to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region using safe, advanced transit technology to maximize ridership and expand economic growth that will benefit Southern California.

RESOLUTION TO APPROVE ECO-RAPID TRANSIT'S FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT

January 20, 2015

Page 2 of 2

The amended agreement makes the following changes:

- The revised Mission Statement is added to the General Purpose section, with conforming changes to the definitions and powers sections.
- Authorizes the following cities to become members of Eco-Rapid Transit: Montebello, Pasadena, Pico Rivera, Norwalk, and Whittier.

In order for Eco-Rapid Transit to approve the amended Joint Exercise of Powers Agreement, 3/4 of the current member cities must adopt a resolution and sign the amended agreement.

FISCAL IMPACT/FINANCING

There is no financial impact to the City as a result of this resolution.

CONCLUSION

Upon City Council approval, the resolution will be adopted and the Mayor will sign the fourth amended Joint Exercise of Powers Agreement and copies will be provided to Eco-Rapid Transit.

Respectfully submitted,



JULIO F MORALES
Interim City Manager

ATTACHMENTS

- A. Resolution approving the Fourth Amended Joint Exercise of Powers Agreement.
- B. Fourth Amended Joint Exercise of Powers Agreement.

RESOLUTION NO. 2015-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ADOPTING THE ORANGELINE DEVELOPMENT AUTHORITY FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, the City Council of the City of Huntington Park adopted Resolution No. 2002-74 to join the Orangeline Development Authority, dba Eco-Rapid Transit as a voting member;

WHEREAS, the Eco-Rapid Transit's Board of Directors approved the Fourth Amended Joint Exercise of Powers Agreement ("Agreement") on December 10, 2014, reflecting the authority's revised Mission Statement;

WHEREAS, the Agreement approves the addition of five cities, comprising the Cities of Montebello, Pasadena, Pico Rivera, Norwalk, and Whittier, to the list of eligible entities in Exhibit A to the Agreement;

WHEREAS, the Agreement incorporates the revised Mission Statement in the General Purpose section and makes conforming changes to the Definitions and Powers sections.

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

SECTION 1. The Fourth Amended Joint Exercise of Powers Agreement, attached hereto as Exhibit "A", is hereby approved as to form and content.

SECTION 2. In accordance with the Agreement, the City Council will designate one of its councilmembers to represent the City at all meetings of the Orangeline Development Authority, and also appoint one or more councilmembers to serve as alternates if the designated member is unable to attend.

SECTION 3. The Mayor is authorized to execute the Fourth Amended Joint Exercise of Powers Agreement on behalf of the City of Huntington Park and to forward the executed original to the Secretary of the Orangeline Development Authority.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 20th day of January, 2015.

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ORANGELINE DEVELOPMENT AUTHORITY

FOURTH AMENDED

JOINT EXERCISE OF POWERS AGREEMENT

TABLE OF CONTENTS

	Page No.
ARTICLE I DEFINITIONS.....	5
Section 1.1. Definitions.....	5
ARTICLE II GENERAL PROVISIONS	6
Section 2.1. Creation of Authority.....	6
Section 2.2. Purpose.	6
ARTICLE III POWERS.....	6
Section 3.1. General Powers.....	6
Section 3.2. Specific Powers.....	7
(a) Financial.....	7
(1) Annual Budget.....	7
(2) Accounts.....	8
(3) Expenditures Within Approved Annual Budget.....	8
(4) Disbursements.....	8
(5) Audit.	8
(6) Securities.....	8
(7) Liabilities.	8
(8) Hold Harmless and Indemnification.....	8
(b) Condemnation.....	9
(c) Parkland Maintenance.....	9
(d) Manner of Exercise.	9
(e) Compliance with CEQA and NEPA.....	9
(f) Contributions.	10
(g) Expulsion.....	10
(h) Withdrawal.....	10
(i) Termination of Authority.....	10
(1) Causes.	10
(2) Limitations	11
(3) Distribution of Funds and Property.	11
ARTICLE IV ORGANIZATION	11
Section 4.1. Members.	11

Section 4.2.	Board	12
	(a) Composition.....	12
	(b) Compensation and Expense Reimbursement	13
	(c) Voting.....	13
	(1) Required Vote.....	13
	(2) Proxy and Absentee Votes.	13
	(d) Political Reform Act.....	13
	(e) Levine Act.....	13
	(f) Principal Office.....	13
	(g) Meetings.....	14
	(1) Time and Place.	14
	(2) Call and Conduct.	14
	(h) Quorum.....	14
	(i) Rules	14
	(j) Minutes.....	14
	(k) Officers	14
	(1) Chair and Vice-Chair.....	14
	(2) Secretary.	14
	(3) Treasurer and Auditor.....	14
	(4) Executive Director.....	15
	(5) Terms.....	15
	(6) Additional Officers.	15
	a. Bonding Requirements.....	15
	b. Status of Officers and Employees.	15
	c. Committees.....	15
	(i) Creation.....	15
	(ii) Meetings.....	16
ARTICLE V MISCELLANEOUS		16
Section 5.1.	Amendments.....	16
Section 5.2.	Notice.	16
Section 5.3.	Attorney's Fees.	16
Section 5.4.	Successors.....	16

Section 5.5. Assignment and Delegation 16
Section 5.6. Counterparts..... 16
Section 5.7. Severability..... 16
Section 5.8. Integration. 16
Section 5.7. Execution..... 17

**ORANGELINE DEVELOPMENT AUTHORITY
FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT**

THIS FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT (this "Agreement"), is made and entered into by and between those public entities (collectively "Members") whose names are set forth on Exhibit A attached hereto who have authorized and executed this Agreement pursuant to Section 6500 et seq. of the California Government Code and other applicable law as of the ____ day of _____, 2014

W I T N E S S E T H

WHEREAS, the Members are each authorized and empowered to plan, finance, acquire, and construct and operate transportation facilities and issue bonds to provide the funds therefore; and

WHEREAS, the Members are authorized and empowered to enter into public-private partnerships pursuant to which revenue-generating public accommodations, infrastructure, and services can be designed, funded, constructed, and operated; and

WHEREAS, the Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the agreement; and

WHEREAS, the parties to this Agreement have each determined that an agency for the joint exercise of their common powers shall be formed to exercise their respective powers for the purpose of establishing one or more public-private partnerships to plan, finance, acquire, construct and operate transportation facilities adjacent to or within the boundaries of the Members and

WHEREAS, the Members desire to amend this Agreement to permit any joint powers or other governmental or county agencies within the Sphere of Influence of the Orangeline, to become members of the Orangeline Development Authority; and

WHEREAS, by this Agreement, the Members desire to create and establish the Orangeline Development Authority for the purposes set forth herein and to exercise the powers described herein and as provided by law.

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

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For the purposes of this Agreement, the following words shall have the following meanings:

“Act” means the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500-6599.2, inclusive, as it now exists or may hereafter be amended.

“Agreement” means this Joint Exercise of Powers Agreement.

“Authority” means the Orangeline Development Authority.

“Board of Directors” or “Board” means the governing body of the Authority.

“Bonds” means bonds, notes or other obligations of the Authority issued pursuant to any provision of law which may be used by the Authority for the authorization and issuance of bonds, notes or other obligations.

“CEQA” means the California Environmental Quality Act, contained in the California Public Resources Code, Section 21000 et seq., together with the State CEQA Guidelines, 14 CCR §15000 et seq., as they now exist or may hereafter be amended.

“Director” means any person serving as the representative of a Member on the Board.

“Fiscal Year” means July 1st to and including the following June 30th or such other period as the Board may specify by resolution.

“Member” means a public agency that is a party to this Agreement.

“NEPA” means the National Environmental Policy Act, contained in 42 U.S.C. Section 4321 et seq., as it now exists or may hereafter be amended.

“Orangeline” or “Eco-Rapid Transit” means development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe, advanced transit technology to expand economic growth and maximize ridership throughout Southern California.

“Orangeline Project” means the activities required to plan, put in place, maintain and maximize the benefits of, the Orangeline.

“Party” means a Member.

“Sphere of Influence” means an area that: 1) is within one mile of the right-of-way of the Orangeline; or 2) is within a distance of the right-of-way from which people will travel to use the

Orangeline as determined by the Board; or 3) is within an area that is directly or indirectly influenced by or has an influence upon the Orangeline as determined by the Board.

ARTICLE II GENERAL PROVISIONS

Section 2.1 Creation of Authority. Pursuant to Section 6502 of the Act, there is hereby created a public entity separate and independent from the Parties hereto, to be known as the "Orangeline Development Authority."

(a) Within thirty (30) days after the effective date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.

(b) Within ten (10) days after the effective date of this Agreement, the Authority shall cause a statement of the information concerning the Authority, its Members and Directors required by California Government Code Section 53051 to be filed with the office of the California Secretary of State and with the County Clerk of each county in which the Authority maintains an office, and within ten (10) days after any amendment which makes any change in the facts required to be stated pursuant to Subdivision (a) of such Section, a statement of such facts also shall be filed as provided therein.

Section 2.2 Purpose. The purpose of the Authority is to pursue its stated objective to use the common powers of its Members to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient.

ARTICLE III POWERS

Section 3.1 General Powers. The Authority shall have the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Authority, including but not limited to the powers to:

(a) pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient; and

(b) seek, receive and administer funding from any available public or private source, including grants or loans under any available federal, state and local programs for assistance in achieving the purposes of the Authority; and

(c) contract for the services of engineers, attorneys, planners, financial and other necessary consultants or entities; and

(d) make and enter into any other contracts; and

- (e) employ agents, officers and employees; and
- (f) acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements; and
- (g) acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, eminent domain, lease, lease-purchase, license or sale; and
- (h) incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Marks-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Members and such other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement, subject to the limitations herein; and
- (i) receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations and governmental entities; and
- (j) sue and be sued in its own name; and
- (k) seek the adoption or defeat of any federal, state or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Authority; and
- (l) adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority; and
- (m) to invest any money in the treasury pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended; and
- (n) to carry out and enforce all the provisions of this Agreement; and
- (o) exercise all other powers not specifically mentioned herein, but common to Members, and authorized by California Government Code Section 6508.

Section 3.2 Specific Powers.

(a) Financial.

- (1) Annual Budget. The Board shall adopt an annual budget for the ensuing fiscal year by a two-thirds (2/3) vote of the Board.

(2) Accounts. All funds will be placed in object accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with the generally accepted accounting principles applicable to governmental entities, with strict accountability of all funds. All revenues, expenditures and status of bank accounts and investments shall be reported to the Board as frequently as the Board shall direct and, in any event, not less than annually, pursuant to procedures established by the Board.

(3) Expenditures Within Approved Annual Budget. All expenditures within the limitations of the approved annual budget shall be made upon approval of the Executive Director in accordance with the rules, policies and procedures adopted by the Board. However, no expenditure shall be made for the purpose of purchasing or otherwise acquiring real property without prior approval of the Board by the representatives of not less than two-thirds (2/3) of the Members. No expenditures in excess of those budgeted shall be made without the approval of an amended annual budget by the Board pursuant to paragraph (1) of this Section.

(4) Disbursements. Warrants shall be drawn upon the approval and written order of the Board and the Board shall requisition the payment of funds only upon approval of claims, disbursements and other requisitions for payment in accordance with this Agreement and other rules, regulations, policies and procedures adopted by the Board.

(5) Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor in each county in which a Member is located, and shall be provided to each Member no later than fifteen (15) days after receipt of such audit reports by the Authority. In any fiscal year during which the Authority has gross revenues of less than \$250,000 the Board may, in its discretion, dispense with such an audit, and instead rely on such other financial review by the Authority's staff or other reviewers as the Board shall deem prudent.

(6) Securities. The Authority may use any statutory power available to it under the Act and any other applicable laws of the State of California, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the Authority, and may borrow from any source including, without limitation, the federal government, for these purposes.

(7) Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the Members, although a Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority, as authorized by California Government Code Section 6508.1.

(8) Hold Harmless and Indemnification. To the fullest extent permitted by law, each Member agrees to save, indemnify, defend and hold harmless the Authority and all other Parties from any liability, claims, suits, actions, arbitration proceedings,

administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are any way attributable in whole or in part, to negligent acts or omissions of the indemnifying Party or its employees or agents, except when acting within the scope of their authority as employees or agents of the Authority. Where the Authority, or its Parties, in their capacities as Members or agents or employees of the Authority, are held liable for injuries to persons or property, including death, the liability of each Party for contribution or indemnification for such injuries shall be determined by agreement among the Parties or a court of competent jurisdiction, and the Party responsible for liability to the others will indemnify the other Parties to this Agreement for the percentage of liability determined as set forth therein. In the event of liability imposed upon the Authority, or any of its Parties, for injury or death which is caused by the negligent or wrongful act or omission of any Party in the performance of this Agreement, the contribution of the Party or Parties not directly responsible for such negligent or wrongful act or omission shall be limited to one hundred dollars (\$100). The Party or Parties directly responsible for such negligent or wrongful acts or omissions shall defend, indemnify and hold the Authority and all other Parties harmless from any liability arising out of such wrongful act or omission.

In no event, however, shall the indemnification of an employee or former employee of the Authority or Member exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

- (b) Condemnation. The Authority shall have the power to exercise any available eminent domain power of its Members, upon approval of (i) two-thirds (2/3) of the entire membership of the Board, and (ii) the concurrence of the governing body of any Member(s) within the boundaries of which the real property is to be acquired.
- (c) Parkland Maintenance. The Authority shall maintain all parkland and open space installed or constructed within the right-of-way of the Orangeline.
- (d) Manner of Exercise. For purposes of California Government Code Section 6509, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Artesia, a general law city, provided, however, that if the City of Artesia shall fail or cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Bell, a general law city.
- (e) Compliance with CEQA and NEPA. The Authority shall comply with all requirements of CEQA and NEPA as a condition precedent to its commitment to carry out any obligation under this Agreement for which such compliance is required. However, the execution of this Agreement does not constitute a project or approval of any commitment to carry out any project as those terms are used in CEQA and NEPA.

(f) Contributions. Individual Members may contribute funds, personnel and equipment to the Authority in furtherance of the purposes of the Authority set forth herein. Pursuant to Government Code Sections 6504, 6512.1 and related provisions, the Authority is empowered after the issuance of bonds or receipt of funds from any other source, to reimburse such Members for such contributions.

(g) Expulsion. A Party may be expelled from the Authority for violation of this Agreement, upon a vote of three-fourths (3/4) of the entire membership of the Board (excluding the vote of the Party to be expelled), after the Board has given thirty (30) days' written notice to the Party to be expelled of the Authority's intention to expel that Member if the violations of this Agreement identified in the notice are not cured or, if the cure cannot by its nature be completed within thirty (30) days, commenced within that notice period and diligently pursued to completion. Any Party that fails to execute any amendment to this Agreement within thirty (30) days after execution by the last Member required for approval of such amendment by Section 5.1 of this Agreement, shall be deemed to be expelled on the thirty-first (31st) day after such execution.

Expulsion of a Party shall not relieve the expelled Party of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such expulsion. However, such expulsion shall result in the forfeiture of all rights and claims of the expelled Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority. The Members agree that the liquidated damages provided by this paragraph are necessary and appropriate because the furtherance of the Orangeline Project is a complex venture, which will require sustained, collective effort over a period of years. If a Member fails to fulfill its commitment to the other Members to accomplish the mission of constructing, developing and maintaining the Orangeline, there will be real and substantial injury to the success of the project and to the other Members, which injury is necessarily difficult to quantify. Accordingly, the Members agree the provision of this paragraph and of paragraph (h) below constitute an appropriate measure of the damages an early withdrawal will cause.

(h) Withdrawal. Any Party may withdraw from the Authority at any time, for any reason, by giving written notice to the Board of its intention to do so thirty (30) days prior to the effective date of that withdrawal.

Withdrawal of a Party, however, shall not relieve it of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such withdrawal, and such withdrawal shall result in the forfeiture of all rights and claims of the withdrawing Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority.

(i) Termination of Authority.

(1) Causes. The Authority shall terminate, and its assets be distributed in accordance with the provisions of this Agreement, upon the unanimous vote of its Members or at such time as there shall be only one Member remaining.

(2) Limitations

a. No termination of the Authority shall occur until all of its debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation and other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement are paid or adequate provision for such payment is made in accordance with the resolution of the Authority authorizing issuance and sale thereof.

b. No termination of the Authority shall occur which constitutes or will necessary cause a material breach of any contract or agreement entered into by the Authority.

c. No termination of the Authority shall occur which adversely affects the operation, repair, maintenance, improvement or administration of any facility then owned, leased, permitted, licensed or otherwise controlled by the Authority.

d. No termination of the Authority shall occur which is prohibited by law.

(3) Distribution of Funds and Property. Upon termination of the Authority, any remaining funds, property or other assets of the Authority, following discharge of all debts, liabilities and obligations of the Authority, shall be distributed to the Members for any un-reimbursed advances, contributions or in-lieu contributions made or given to the Authority by such Members, and then distributed to all Members in proportion to the contributions to the Authority by the Members. Alternatively, the Board, by a vote of 2/3 of its entire membership, may distribute the assets of the Authority to another public or private non-profit agency capable of using the assets of the Authority for the benefit of the public.

ARTICLE IV

ORGANIZATION

Section 4.1 Members. The Members of the Authority shall be the Members described in the introductory paragraph of this Agreement, and any public agency whose territory lies within the Sphere of Influence of the Orangeline, and which is subsequently added as a Member by approval of the agency's governing body and by the Board of Directors, and which has executed this Agreement and all subsequent amendments, and has not withdrawn nor been expelled thereafter.

(a) Admitting Eligible Public Entities.

(1) Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall become Members by 1) adopting this Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) executing this Agreement and 3) paying in full all dues owed for the then current fiscal year.

(2) Dues shall be established annually by the Board. The dues to be paid by Los Angeles County and Orange County (the "Counties") will be based upon the number of Directors the Counties appoint, with separate dues to be paid for each Director appointed, up to a total of three per County. The Counties, in their sole discretion, may appoint fewer than three Directors and subsequently increase their representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the County. The dues to be paid by the City of Los Angeles will be based upon the number of Directors the City of Los Angeles appoints, with separate dues to be paid for each Director appointed, up to a total of six. The City of Los Angeles, in its sole discretion, may appoint fewer than six Directors and subsequently increase its representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the City of Los Angeles.. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date of the last amended Agreement. No vote of the Board of Directors shall be required to admit an Eligible Public Entity.

Section 4.2 Board

(a) Composition

(1) The Board shall consist of one person designated as a Director by each of a maximum of three Supervisorial Districts of each County choosing to participate, one person designated as a Director by the Mayor of the City of Los Angeles and one person designated by each of a maximum of five Council Districts of the City of Los Angeles choosing to participate and one person designated as a Director by the governing body of each of the remaining Members, as well as non-voting representatives of the California Department of Transportation, Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority and the Orange County Transportation Authority, and other agencies as determined by the Board. Each Member shall also appoint one or more Alternate Directors.

(2) All Directors and Alternate Directors shall be current members of the governing body of their appointing Member with the exception of the Directors and Alternate Directors of the Counties, the City of Los Angeles and the Burbank-Glendale-Pasadena Airport Authority. The Directors and Alternate Directors from the Counties and the City of Los Angeles shall be employed by or reside in the Supervisorial District or Los Angeles City Council District by whom they were appointed. The Directors and Alternate Directors from the Burbank-Glendale-Pasadena Airport Authority shall be employed by the Authority or reside within the territorial jurisdiction of the airport authority. Directors and Alternate Directors shall serve during the pleasure of their respective appointing authorities and during that pleasure shall hold office for a period of one year, concurrent with the Authority's fiscal year, and thereafter until their successors are selected and qualified (unless a

Director or Alternate Director ceases to qualify for service, as by loss of elective office). Any vacancy caused by a Director or Alternate Director ceasing to serve on the body which appointed him or her or otherwise shall be filled in the same manner as the original appointment. Nothing in this Agreement shall bar the reappointment of a Director or an Alternate Director to successive terms provided that the Director or Alternate Director continues to be qualified to serve.

(b) Compensation and Expense Reimbursement

All Directors and Alternate Directors on the Board shall receive a stipend per meeting attended as the Member's voting representative upon a vote of the Board to authorize such stipends. Each Director and Alternate Director on the Board shall be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Authority's business, pursuant to an expense reimbursement policy established by the Board prior to such expenses being incurred.

(c) Voting

(1) Required Vote. All actions of the Board shall be by vote of the representatives of a majority of Directors or Alternate Directors present and voting, except as otherwise specifically provided herein.

(2) Proxy and Absentee Votes. Directors and Alternate Directors may not cast proxy or absentee votes. Each Director shall have an equal vote. Each Alternate Director shall have one vote only during the absence of the Director for whom he or she serves as an Alternate Director.

(d) Political Reform Act

Directors and Alternate Directors shall be considered "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Authority shall adopt a conflicts of interest code in compliance with the Political Reform Act.

(e) Levine Act

Directors and Alternate Directors are "officials" within the meaning of California Government Code Section 84308 et seq., commonly known as the "Levine Act," and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

(f) Principal Office

The principal office of the Authority shall be established or moved to any place in Los Angeles County or Orange County by resolution of the Board.

(g) Meetings

(1) Time and Place. The Board shall meet at the principal office of the Authority, or at such other place designated by the Board if notice is provided in the manner of notice of an adjourned meeting under the Ralph M. Brown Act, California Government Code Section 54950 et seq. The time and place of regular meetings of the Board shall be designated by resolution adopted by the Board. Notice shall be furnished to each Member at least three (3) days prior to the next meeting. At least one regular meeting shall be held each year.

(2) Call and Conduct. All meetings of the Board shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act and other applicable law.

(h) Quorum

Directors representing more than 50% of the members shall constitute a quorum of the Board required to conduct the business of the Authority.

(i) Rules

The Board may adopt from time to time rules and regulations for the conduct of meetings of the Board and of the affairs of the Authority consistent with this Agreement and other applicable law.

(j) Minutes

The Secretary of the Authority shall cause minutes of all meetings of the Board to be drafted and mailed to each Member promptly after each such meeting. Upon approval by the Board, such minutes shall become a part of the official public records of the Authority.

(k) Officers

(1) Chair and Vice-Chair. The Board shall select a Chair and Vice-Chair from among its Directors.

(2) Secretary. The Board shall appoint a Secretary from the Directors or the officers or employees of the Authority or a Member.

(3) Treasurer and Auditor. The Board shall appoint an officer or employee of the Authority or an officer or employee of a Member to hold the offices of Treasurer and Auditor of the Authority. Such offices may be held by separate officers or employees or may be combined and held by one such officer or employee, as provided by the Board. Such person or persons shall possess the powers and duties of, and shall perform all Treasurer and Auditor functions for the Authority, including those required or authorized by California Government Code Sections 6505, 6505.5, and 6505.6.

(4) Executive Director. The Board shall appoint an Executive Director, which appointment shall require the approval of two-thirds (2/3) of its entire membership. The Executive Director may be an officer or employee of a Member, and shall have full authority and responsibility to implement the purposes and objectives of the Authority, subject only to the general authority of the Board.

(5) Terms. The Chair, Vice-Chair, Secretary, Treasurer and Auditor shall serve during the pleasure of the Board and during that pleasure shall hold office for a period of one year, concurrent with the Authority fiscal year, and thereafter until their successors are selected and qualified (unless the Chair or Vice-Chair should cease to be a member of the Board). The appointment of such persons by the Board shall be evidence that the position of an officer, employee, or agent of the Authority is compatible with those of an officer, employee or agent of any Member.

(6) Additional Officers. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member or of the Authority.

a. Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Authority shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Authority in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

b. Status of Officers and Employees. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents, or employees of the Authority when performing their respective functions within the territorial limits of a Member shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the officers, agents or employees appointed by the Board shall be deemed to be employed by any of the Members or to be subject to any of the requirements of such Members by reason of their employment by the Authority.

c. Committees.

(i) Creation. The Board may by resolution create permanent or ad hoc committees to give advice to the Board of Directors on such matters as may be referred to such committee by the Board. Qualified persons shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board.

(ii) Meetings. All regular, adjourned and special meetings of such committees shall be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it now exists or may hereafter be amended, and all other applicable law.

ARTICLE V

MISCELLANEOUS

Section 5.1 Amendments. This Agreement may be amended with the approval of not less than three-fourths (3/4) of all Members; provided, however, that no amendment may be made which would adversely affect the interests of the owner or owners of bonds, letters of credit or other financial obligations of the Authority without the consent of that owner or owners.

Section 5.2 Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Members at their addresses as reflected in the records of the Authority, and shall be deemed to have been received by the Member to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

Section 5.3 Attorney's Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

Section 5.4 Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Member.

Section 5.5 Assignment and Delegation. No Member may assign any rights or delegate any duties under this Agreement without the unanimous written consent of all other Members and any attempt to make such an assignment shall be null and void for all purposes.

Section 5.6 Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

Section 5.7 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby and to that end the parts, terms and provisions of this Agreement are severable.

Section 5.8 Integration. This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.



By: Chair

12/10/14
(date)

ATTEST:



By: Secretary

12/10/14

(Seal)

APPROVED AS TO FORM:

By: 
general counsel 12/16/14

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

By:

(date)

ATTEST:

By:

(Seal)

APPROVED AS TO FORM:

By:

EXHIBIT A

Burbank-Glendale-Pasadena
Airport Authority
City of Anaheim
City of Artesia
City of Bell
City of Bell Gardens
City of Bellflower
City of Buena Park
City of Burbank
City of Cerritos
City of Commerce
City of Compton
City of Cudahy
City of Cypress
City of Downey
City of Fullerton
City of Garden Grove
City of Glendale
City of Hawaiian Gardens
City of Huntington Beach
City of Huntington Park
City of Irvine
City of La Habra
City of La Mirada
City of La Palma
City of Lakewood

City of Lancaster
City of Long Beach
City of Los Alamitos
City of Los Angeles
City of Lynwood
City of Montebello
City of Maywood
City of Norwalk
City of Orange
City of Palmdale
City of Paramount
City of Pasadena
City of Pico Rivera
City of San Fernando
City of Santa Ana
City of Santa Clarita
City of Santa Fe Springs
City of Seal Beach
City of South Gate
City of Stanton
City of Tustin
City of Vernon
City of Westminster
City of Whittier
County of Los Angeles
County of Orange

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 2015-03

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK EXTENDING THE
LIFE OF THE MEMORANDUM OF
UNDERSTANDING WITH THE HUNTINGTON
PARK GENERAL EMPLOYEES' ASSOCIATION**

WHEREAS, on or about October 1, 2012, pursuant to the approval of the City Council, the City of Huntington Park and the Huntington Park General Employees' Association entered into a Memorandum of Understanding, effective October 1, 2012 through June 30, 2014 ("MOU"), in accordance with California Government Code section 3500 et seq. regarding local public employee organizations, and its implementation by City Council Resolution No. 69-76, as amended, regarding employer-employee relations procedures; and

WHEREAS, the City and the General Employees' Association subsequently entered into an Agreement of Understanding, approved by the City Council at its meeting on June 16, 2014, which specifies the timing for the parties to negotiate a successor to the MOU, and provides that the MOU shall remain effective until a successor document is agreed upon; and

WHEREAS, in accordance with the Agreement of Understanding, the City Council of the City of Huntington Park and the General Employees' Association have agreed to extend the life of the MOU.

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

SECTION 1. The foregoing statements are true and correct.

SECTION 2. The City Council of the City of Huntington Park hereby approves the extension until June 30, 2015 of that Memorandum of Understanding described herein and incorporated by reference.

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

PASSED, APPROVED AND ADOPTED this 20th day of January, 2015.

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

January 20, 2015

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

Dear Mayor and Members of the City Council:

APPROVE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES HOMELESS SERVICES AUTHORITY FOR THE 2015 GREATER LOS ANGELES HOMELESS COUNT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Memorandum of Understanding (MOU) with the Los Angeles Homeless Services Authority for the 2015 Greater Los Angeles Homeless Count; and
2. Authorize the Mayor to execute the MOU.

BACKGROUND

The Los Angeles Homeless Services Authority (LAHSA) is conducting the 2015 Greater Los Angeles Homeless Count from January 27-29, 2015. Approval of the MOU is required in order for the City to participate in the homeless count.

Every two years LAHSA conducts a census of homeless people throughout LA County. Huntington Park participated in the last homeless count in 2013. The data gathered from the count is used to provide reliable estimates of the homeless population in the City and county. Participating cities obtain locally-specific data that can be used by various government agencies in addressing homelessness.

As part of the MOU, Salt Lake Park will be designated as the deployment site for the homeless count, which is tentatively scheduled for Jan. 27. The deployment site is the location where volunteers will gather before deploying to their assigned areas within Huntington Park to conduct the census. Upon Council approval, the Parks and Recreation Department will ensure that the Salt Lake Park facility is available for use by LAHSA to serve as the deployment center for the homeless count.

APPROVE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES HOMELESS SERVICES AUTHORITY FOR THE 2015 GREATER LOS ANGELES HOMELESS COUNT

January 20, 2015

Page 2 of 2

FISCAL IMPACT/FINANCING

There is minimal financial impact to the city to participate in the homeless count. Two part-time recreation leaders will be assigned to the Salt Lake Park recreation center from 11 p.m. to 3 a.m. on Jan. 27 to assist with facility management. The total estimated staff cost is \$136.

CONCLUSION

Upon City Council approval, the Mayor will sign the MOU and staff will coordinate with the Los Angeles Homeless Services Authority to conduct the 2015 homeless count.

Respectfully submitted,



JULIO F MORALES
Interim City Manager

ATTACHMENTS

A. Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

OPT-IN PROGRAM FOR THE 2015 GREATER LOS ANGELES HOMELESS COUNT

The 2015 Greater Los Angeles Homeless Count (2015 Homeless Count) will take place on January 27, 28, and 29, 2015. As the lead agency for the Los Angeles Continuum of Care (LA CoC), the Los Angeles Homeless Services Authority (LAHSA) coordinates a biennial census of homeless people. The LA CoC includes 85 cities and the unincorporated areas of Los Angeles County, excluding only the cities of Glendale, Long Beach and Pasadena, as each operates an independent Continuum. The data gathered from the biennial Homeless Count is extremely valuable to our mission of ending homelessness; it supplies government agencies, service providers and housing providers with a reliable estimate of the homeless population in the City and County of Los Angeles, as well as an array of demographic information.

The **Opt-In Program** gives cities, communities and other jurisdictions the opportunity to obtain locally-specific data at a high confidence level. Participation will allow your jurisdiction to use the 2015 Homeless Count methodology to obtain a point-in-time number of the unsheltered homeless population within your area. Full enumeration of every agreed-upon census tract within your jurisdiction will provide more granular data and can substantially aid efforts to evaluate existing homeless services and plan for future measures to address local homelessness in your community.

This Memorandum of Understanding (MOU) sets forth the duties and responsibilities of LAHSA and the Opt-In Participant committing to participate in the 2015 Opt-In Program.

I. DEFINITIONS

AGREEMENT means the cooperative agreement between LAHSA and your jurisdiction as specified in this MOU.

DATA PROVISION means the providing of data regarding the Point-In-Time count of unsheltered homeless persons enumerated within the boundaries of your jurisdiction as produced by the 2015 Homeless Count methodology.

DATA PUBLICATION means the distribution of 2015 Homeless Count data provided by LAHSA to the public through oral or written presentations at meetings or through any form of public media.



DEPLOYMENT SITE means a location within your area from which volunteers will be deployed to perform the 2015 Homeless Count (see [ATTACHMENT 1](#)) that meets the following requirements:

- Is **NOT** currently a site where services are provided to homeless people at night;
- Has capacity and sufficient space to hold, and contains tables and chairs for, the specified number of volunteers for your area;
- Is able to maintain sufficient cellular phone service coverage and/or has Wi-Fi access points, landline telephone lines, or another comparable means of communication in the absence of sufficient mobile service signal;
- Contains accessible restroom facilities;
- Includes, or is adjacent to, ample free parking;
- Is located within the Opt-In boundaries approved by LAHSA;
- Has a confirmed Deployment Site Coordinator to set-up the site and direct operations during the 2015 Homeless Count; and
- Has a confirmed Deployment Site Access Provider to assist with logistics and coordinating access during the 2015 Homeless Count, either by providing all necessary keys or being present to grant access during the Count.

DEPLOYMENT SITE ACCESS PROVIDER means the contact person or persons who will be responsible for providing access to each of the designated deployment sites in your area on the day/evening of the training and date of the Count (see [ATTACHMENT 1](#)).

DEPLOYMENT SITE COORDINATOR means the 2015 Homeless Count volunteer at each Deployment Site who has the following responsibilities/duties (see [ATTACHMENT 1](#)):

- Directing the operations at a volunteer Deployment Site for the date of the count, including but not limited to the set-up of the site;
- Ensuring that volunteers are deployed in teams to the proper locations;
- Tracking all volunteer teams to ensure that they return in a timely manner;
- Assisting with volunteer questions;
- Reviewing all incoming tally sheets for accuracy;
- Communicating and coordinating with the Homeless Count Regional Coordinator, SPA Leadership and LAHSA headquarters on the status of the Count at their site;
- Coordinating the pick-up and drop-off of all 2015 Homeless Count materials with LAHSA; and
- Participating in training.

ASSISTANT DEPLOYMENT SITE COORDINATORS means those 2015 Homeless Count volunteers who will be assisting the Deployment Site Coordinator as needed in the execution of his or her aforementioned duties (see [ATTACHMENT 1](#)).

FULL ENUMERATION means the complete enumeration (counting) of all unsheltered homeless persons throughout all of the agreed-upon census tracts within the boundaries of your jurisdiction.



HOMELESS COUNT (COUNT) means the process of counting homeless persons residing in shelters or living on the street, in parks, cars or other places not meant for human habitation, as well as conducting the Housing Inventory Chart (HIC), an enumeration of the number of shelters, beds and units dedicated to housing homeless persons.

HOMELESS COUNT REGIONAL COORDINATOR means the designated lead within each of the 8 SPAs who will be responsible for managing, directing and overseeing the planning, logistics, coordination and execution of 2015 Homeless Count activities (see EXHIBIT A).

LAHSA means the Los Angeles Homeless Services Authority, a Joint Powers Authority created by the City and County of Los Angeles.

OPT-IN COMMITMENT means the commitment made by your jurisdiction by means of executing this MOU to fulfill the responsibilities listed in SECTION II of this Agreement.

OPT-IN EXECUTIVE CONTACT means the Opt-In Participant's lead contact person, such as the Mayor, City Manager, President, etc. (see EXHIBIT A).

OPT-IN LEAD COORDINATOR means the person who coordinates an Opt-In Participant's volunteers and participation in the 2015 Homeless Count and serves as the lead contact person for the designated Homeless Count Regional Coordinator (see EXHIBIT A).

OPT-IN ASSISTANT COORDINATOR means the person who provides assistance and support to the Opt-In Lead Coordinator and serves as the secondary contact person for the designated Homeless Count Regional Coordinator (see EXHIBIT A).

OPT-IN PARTICIPANT means a City incorporated under the laws of the State of California, another form of local jurisdiction authorized by State law or County ordinance, or a Census-Designated Place identified by the United States Census Bureau that has committed to participate in the 2015 Opt-In Program.

REGIONAL HOMELESS COUNT MANAGER means the lead individual who will be responsible for interfacing with LAHSA and managing the 8 Homeless Count Regional Coordinators and overseeing their execution of 2015 Homeless Count activities within each Service Planning Area (SPA) (see EXHIBIT A).

SPA LEADERSHIP means the lead individual or coalition group/consortium within each of the 8 SPAs who will be responsible for assisting their designated Homeless Count Regional Coordinator with the planning, logistics, coordination and execution of 2015 Homeless Count activities, including the recruitment of volunteers (see EXHIBIT A).



II. OPT-IN PARTICIPANT RESPONSIBILITIES

As a participant in the 2015 Opt-In Program, your jurisdiction is responsible for the provision and coordination at a local level of the following information and resources required to complete the full enumeration of unsheltered homeless persons in your area:

- A. To achieve an accurate count of unsheltered homeless persons in your area, your jurisdiction agrees NOT to conduct any sweeps of homeless persons, law-enforcement-directed or otherwise, that would have the effect of moving homeless persons outside of the boundaries of your jurisdiction either within the week prior to or on the date of the Count;
- B. Designate an Opt-In Lead Coordinator and Opt-In Assistant Coordinator to organize your 2015 Homeless Count efforts with your Homeless Count Regional Coordinator and oversee all aspects of accomplishing the Count within your specific geographical area. These persons will be responsible for the planning, coordination and implementation of 2015 Homeless Count activities for your jurisdiction along with providing your designated Homeless Count Regional Coordinator with all required information including, but not limited to, weekly updates on volunteer recruitment and resources committed to the project (see EXHIBIT A);
- C. Designate Deployment Site Coordinators who are responsible for directing the operations at the Deployment Sites during the Count (see ATTACHMENT 1);
- D. The Opt-In Participant must provide and/or return to the designated Homeless Count Regional Coordinator the information and items below, including but not limited to:
 - 1) PROVIDE the name, office and cellular telephone numbers, and email address for your jurisdiction's designated Opt-In Lead Coordinator (see EXHIBIT A);
 - 2) PROVIDE the name, office and cellular telephone numbers, and email address for each Deployment Site Access Provider (see ATTACHMENT 1);
 - 3) PROVIDE the name, address, telephone number and capacity of each Deployment Site (see ATTACHMENT 1);
 - 4) PROVIDE the name, office and cellular telephone numbers and email address of the designated Deployment Site Coordinator who will be at each Deployment Site (see ATTACHMENT 1);
 - 5) PROVIDE the names, office and cellular telephone numbers and email addresses of the designated Deployment Site Assistant Coordinators who will be at each Deployment Site (see ATTACHMENT 1);



- 6) PROVIDE weekly communication of the name, telephone number and email address of each 2015 Homeless Count volunteer recruited;
 - 7) RETURN tally sheets, maps and other materials needed by LAHSA to compile the 2015 Homeless Count report; and
 - 8) RETURN unused LAHSA-provided materials including, but not limited to, clipboards, flashlights, etc.;
- E. The Opt-In Participant must provide LAHSA with the information below, including but not limited to:
- 1) PROVIDE the name, title, office telephone number and email address of the Executive Contact of your jurisdiction (see EXHIBIT A);
 - 2) PROVIDE the name, office and cellular telephone numbers and email address of the designated Opt-In Lead Coordinator for your jurisdiction (see EXHIBIT A);
 - 3) PROVIDE the name, office and cellular telephone numbers and email address of the designated Opt-In Assistant Coordinator for your jurisdiction (see EXHIBIT A); and
 - 4) PROVIDE confirmation of geographic boundaries for your area from which the actual number of census tracts to be counted will be determined by LAHSA (see EXHIBIT B);
- F. Coordinate with the Homeless Count Regional Coordinator, who will assist in the recruitment of the required number of volunteers, as determined by LAHSA, to complete the Count in your area. Depending upon deployment needs on the date of the Count, your volunteers may be deployed to conduct 2015 Homeless Count activities outside of or adjacent to your jurisdiction;
- G. Ensure that each adult volunteer signs a release and waiver (see ATTACHMENT 2), and a legal guardian of each minor volunteer (under 18 years of age) completes and signs a release and waiver (see ATTACHMENT 3), indemnifying LAHSA and your jurisdiction from any liability during their participation on the date of the Count;
- H. Provide an inventory of potential Deployment Sites for 2015 Homeless Count volunteer training and deployment on the date of the Count that meet the requirements stated above under the definition of **DEPLOYMENT SITE** (see ATTACHMENT 1);
- I. Provision of an unarmed security guard or police officer at each Deployment Site on the date of the Count. Security guards or police officers providing security services at each Deployment Site on the date of the Count must sign a release and waiver (see ATTACHMENT 2)



indemnifying LAHSA and your jurisdiction from any liability during their participation on the date of the Count;

- J. Refreshments during trainings on the date of the Count; and
- K. Prior to your release and/or publication of any 2015 Homeless Count data results your jurisdiction must obtain written approval from LAHSA for the data to be released or published. Any and all data releases MUST give attribution to the Los Angeles Homeless Services Authority.

III. LAHSA RESPONSIBILITIES

In order to ensure a successful enumeration of homeless persons across the LA CoC, LAHSA will be responsible for providing the following information and resources:

- A. The hiring of a Regional Homeless Count Manager tasked with providing oversight and management of the Homeless Count and Homeless Count Regional Coordinators;
- B. The hiring of a Homeless Count Regional Coordinator knowledgeable of the SPA and its leadership;
- C. The hiring of a consultant to analyze the data and provide the Point-In-Time Count results for the LA CoC, including homeless subpopulation and totals by geography, as well as the production of a 2015 Homeless Count report;
- D. Based upon the geographic boundary information provided by your jurisdiction, LAHSA will provide a determination of the specific census tracts that need to be counted in order to achieve a full enumeration of unsheltered homeless persons in your area. LAHSA and your jurisdiction must be in agreement regarding the census tracts to be counted in your area (see EXHIBIT B) prior to the execution of this MOU;
- E. Based upon the number of census tracts to be enumerated in your area, LAHSA will provide your jurisdiction with a determination of the number of volunteers needed to successfully complete your Count (see EXHIBIT B);
- F. Based upon the number of census tracts to be counted and the geographic characteristics of your area, LAHSA will provide a determination of the specific number of Deployment Sites that will be needed for a successful Count (see EXHIBIT B);
- G. LAHSA will provide training for your Deployment Site Coordinators and 2015 Homeless Count volunteers. Deployment Site Coordinators will receive training on data collection and safety procedures. Volunteers will receive training on standard enumeration and safety procedures;



- H. Materials necessary for a successful Count, including, but not limited to, PDFs of all the materials needed to conduct the unsheltered and sheltered Count, as well as the demographic surveys;
- I. Ongoing guidance, tools, and assistance to your Opt-In Lead Coordinator; and
- J. Provide your jurisdiction with data produced by the 2015 Homeless Count methodology on the number of unsheltered and sheltered homeless persons within the geographic boundaries of your area.

IV. HOMELESS COUNT REGIONAL COORDINATOR RESPONSIBILITIES

In order to ensure a successful enumeration of homeless persons within each Opt-In Participant located in your SPA region, your designated Homeless Count Regional Coordinator will be stationed in the SPA and is responsible for assisting with the following:

- A. Volunteer outreach, recruitment and tracking;
- B. Collaborating with SPA Leadership to leverage SPA stakeholder resources and coordinate logistics for the date of the 2015 Homeless Count, including, but not limited to, determining a list of potential Deployment Sites and obtaining security personnel;
- C. Supplying materials necessary for a successful Count;
- D. Providing ongoing guidance, tools, and assistance to your Opt-In Lead Coordinator; and
- E. Maintaining general oversight and management support in conducting the Count, Youth Count, Shelter Count and Demographic Survey.

V. SPA LEADERSHIP RESPONSIBILITIES

In order to ensure a successful count of homeless persons throughout your SPA region, your SPA Leadership will work closely with your Homeless Count Regional Coordinator and is responsible for assisting with the following:

- A. Volunteer outreach, recruitment and tracking;
- B. Leveraging SPA stakeholder resources and providing logistical support prior to and during the 2015 Homeless Count, including, but not limited to, identifying potential Deployment Sites and securing office space for your designated Homeless Count Regional Coordinator; and



- C. Providing ongoing guidance, tools, resources and general assistance to your Homeless Count Regional Coordinator and each of the Opt-In Cities / Communities participating in the Count throughout your SPA region.

VI. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Each of the parties to this Agreement is a public entity or a community organization. In contemplation of the provisions of §895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by §895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in §895.4 and §895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of §895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs or expenses that may be imposed upon such other party solely by virtue of said §895.2. The provisions of §2778 of the California Civil Code are made a part hereto as if fully set forth herein. Each of the parties certifies that they have adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this Agreement. The provisions of this paragraph survive expiration or termination of this Agreement.

VII. OPT-IN COMMITMENT

The execution of this MOU by an authorized official of your jurisdiction signifies a commitment to participate in the 2015 Opt-In Program and to fulfill all of the responsibilities expected of Opt-In Participants as specified in SECTION II of this MOU.

VIII. RIGHT TO WITHOLD DATA

In the event that your jurisdiction decides to OPT-OUT of the 2015 Homeless Count or fails to fulfill its responsibilities under this MOU, LAHSA reserves the right to withhold any and all data produced by the 2015 Homeless Count.



IN WITNESS WHEREOF, the Opt-In Participant and the Los Angeles Homeless Services Authority have caused this MOU to be executed by their duly authorized representatives.

For: _____
Name of Opt-In Participant

By: _____
Name of Authorized Official, Title

Authorized Signature

Executed this _____ day of _____, 2014

For: Los Angeles Homeless Services Authority

By: _____
Peter Lynn, Executive Director

Executed this _____ day of _____, 2014



LIST OF EXHIBITS

- EXHIBIT A.....Organizational Chart and Opt-In Program Contact Information
- EXHIBIT B.....Approved Census Tracts and Minimum Requirements

LIST OF ATTACHMENTS

- ATTACHMENT 1.....Deployment Site Worksheet
- ATTACHMENT 2.....Release, Indemnity and Waiver of Liability Agreement for Adult Volunteers
- ATTACHMENT 3.....Release, Indemnity and Waiver of Liability Agreement for Youth Volunteers



ATTACHMENT 1

DEPLOYMENT SITE WORKSHEET

Please complete one worksheet for each 2015 Homeless Count Deployment Site.

Jurisdiction

Count Date

Deployment Site	Location	Site Name	
		Address	
		SPA	Site Code
	Capacities	Volunteer Capacity	# Volunteers
		On-Site Parking	Off-Site Parking
		# Tables	# Chairs
		# Tracts	# Teams
Designated Contacts	Deployment Site Access Provider	Name	
		Email	
		Work	Mobile
	Deployment Site Coordinator	Name	
		Email	
		Work	Mobile
	Assistant Deployment Site Coordinator	Name	
		Email	
		Work	Mobile
	Assistant Deployment Site Coordinator	Name	
		Email	
		Work	Mobile



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 20, 2015

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

Dear Mayor and Members of the City Council:

FIRST READING OF AN ORDINANCE AMENDING THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE REGARDING MARIJUANA REGULATION AND ENFORCEMENT, AND APPROVAL OF A RESOLUTION AMENDING THE ADMINISTRATIVE CITATION SCHEDULE FOR VIOLATIONS.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Consider all public testimony and staff's analysis; and
3. Introduce Ordinance 936-NS, Amending Article 18 of Chapter 2, and Article 23 of Chapter 3, all of Title 9, and adding Article 19 to Chapter 7 of Title 4 of the Huntington Park Municipal Code (HPMC) regarding marijuana regulation and enforcement; and
4. Adopt Resolution No. 2015-04, Amending the Administrative Citation Schedule of Fines for Violations of the Municipal Code to Specify Fines for Violations Involving Marijuana Regulations.

BACKGROUND

The Municipal Code's current ban uses a definition of "medical marijuana dispensary" that has problematic consequences. The current definition requires the prosecutor to prove the participation (as either provider or recipient) of five people. Further increasing the prosecutor's burden, each of these five people must be shown to be either "a primary caregiver, a qualified patient, or a person with an identification card in strict accordance with [the State medical marijuana laws]." The result is a complex and difficult burden of proof that hinders prosecutions.

FIRST READING OF AN ORDINANCE AMENDING ARTICLE 18 OF CHAPTER 2, AND ARTICLE 23 OF CHAPTER 3, ALL OF TITLE 9, AND ADDING ARTICLE 19 TO CHAPTER 7 OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING MARIJUANA REGULATION AND ENFORCEMENT, AND APPROVAL OF A RESOLUTION AMENDING THE ADMINISTRATIVE CITATION SCHEDULE FOR VIOLATIONS INVOLVING MARIJUANA REGULATION.

January 20, 2015

Page 2 of 4

The proposed ordinance broadens the definition to simply prohibit the distribution or dispensing of marijuana to anyone for any purpose. This is intended to make prosecutions easier. The proposed ordinance also prohibits landlords from renting premises for use as a dispensary. The proposed ordinance also adds Article 19 to Chapter 7 (Traffic) of Title 4 (Public Safety) of the Municipal Code to prohibit mobile marijuana dispensaries and marijuana delivery.

To further discourage marijuana distribution or dispensing within the City, included is a proposed Resolution establishing increased administrative citation fines specifically for violations of the subject proposed Ordinance, as follows:

- First violation: \$5,000
- Second violation: \$7,500
- Third and subsequent violations: \$10,000

Additional background:

On November 5, 1996, the State of California enacted Proposition 215, known as the Compassionate Use Act of 1996 (CUA), which creates limited exceptions to prosecution under State criminal and nuisance laws of marijuana use for certain medical purposes.

In 2003, Senate Bill (SB) 420, known as the Medical Marijuana Program Act (MMPA) was passed as an extension and clarification of Proposition 215. The MMPA was established to provide a voluntary medical marijuana identification card issuance and registry program for “qualified patients” and their “primary caregivers,” as the law defines those terms. The registry program allows law enforcement and the public to verify the authorization to possess, grow, transport and/or use medical marijuana in California.

As a result of the CUA and MMPA, California has experienced an increase in the establishment of medical marijuana dispensaries, including so-called collectives, cooperatives and associations.

Federal law has remained constant, despite California’s enactment of the CUA and MMPA. The federal Controlled Substance Act prohibits possession or use of cannabis as a Schedule I drug - the most restricted category for drugs found to have “a high potential for abuse.” (21 U.S.C. § 812(b).) New marijuana regulations in California and other states have no effect on federal law.

FIRST READING OF AN ORDINANCE AMENDING ARTICLE 18 OF CHAPTER 2, AND ARTICLE 23 OF CHAPTER 3, ALL OF TITLE 9, AND ADDING ARTICLE 19 TO CHAPTER 7 OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING MARIJUANA REGULATION AND ENFORCEMENT, AND APPROVAL OF A RESOLUTION AMENDING THE ADMINISTRATIVE CITATION SCHEDULE FOR VIOLATIONS INVOLVING MARIJUANA REGULATION.

January 20, 2015

Page 3 of 4

There are many potential negative effects associated with medical marijuana dispensaries. There is substantial evidence to show that medical marijuana recommendations can be obtained by paying unscrupulous physicians a fee and claiming to have a condition that might be alleviated by the consumption of marijuana. Additional effects include burglaries at dispensaries, attacks, and increased use of marijuana by young people.

In 2011, the City Council adopted an ordinance that created a citywide ban on medical marijuana dispensaries. Although medical marijuana dispensaries are expressly prohibited in the City, recently there has been a string of dispensaries operating in violation of the HPMC.

In 2013, the California Supreme Court upheld a similar citywide ban. The court ruled that the State laws (CUA and MMPA) do not prevent a local ban on facilities that distribute medical marijuana. (See *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729.)

The proposed ordinance is one element of the City Council's directions to the City Attorney based on a series of recommendations developed by a Working Group organized to improve enforcement of the City's current ban on medical marijuana dispensaries. Joining the City Attorney to compose the Working Group were the Police Chief, staff from Code Enforcement and Community Development, and the City Prosecutor. An important element identified by the Working Group was to amend the Code's definition of "Medical marijuana dispensary" to eliminate existing barriers to prosecution.

LEGAL AND PROGRAM REQUIREMENTS

On December 17, 2014, the Planning Commission considered a proposed zoning ordinance amendment to Article 18 of Chapter 2, and Article 23 of Chapter 3, all of Title 9, of the HPMC. Following public testimony, the Planning Commission unanimously voted to recommend adoption of the proposed ordinance amendment to the City Council. Pursuant to HPMC Section 9-2.1401, the City Council may amend the Zoning Ordinance whenever required by public necessity and general welfare.

All related ordinances and resolutions have been reviewed by the City Attorney.

FIRST READING OF AN ORDINANCE AMENDING ARTICLE 18 OF CHAPTER 2, AND ARTICLE 23 OF CHAPTER 3, ALL OF TITLE 9, AND ADDING ARTICLE 19 TO CHAPTER 7 OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING MARIJUANA REGULATION AND ENFORCEMENT, AND APPROVAL OF A RESOLUTION AMENDING THE ADMINISTRATIVE CITATION SCHEDULE FOR VIOLATIONS INVOLVING MARIJUANA REGULATION.

January 20, 2015

Page 4 of 4

CONCLUSION

Based on the aforementioned, Staff recommends that the City Council approve the first reading of the proposed ordinance and resolution. If approved, the second reading and final adoption will be scheduled for a subsequent City Council meeting.

Respectfully submitted,



JULIO MORALES
Interim City Manager

MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

- A: Planning Commission Resolution No. 2014-11
- B: Proposed City Council Ordinance 936-NS
- C: Proposed City Council Resolution 2015-04

1 Zoning Ordinance Amendment were given the opportunity to be heard in connection with said
2 matter; and

3 **WHEREAS**, written comments received prior to the hearing, and responses to such
4 comments, were reviewed and considered by the Planning Commission.
5

6 **NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF**
7 **HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:**
8

9 **SECTION 1:** The proposed Ordinance amending the Huntington Park Municipal Code,
10 as attached hereto and marked Exhibit "A" has been presented to the Planning Commission,
11 and the Commission has reviewed and considered the information therein prior to any action
12 on the adoption of this Resolution.

13 **SECTION 2.** The Planning Commission finds, determines, and declares that the
14 proposed amendment to the Municipal Code has been processed in accordance with State
15 law and local regulations, and that said amendment is in the public interest and consistent
16 with the General Plan.

17 **SECTION 3:** The Planning Commission, based upon evidence and staff's report
18 received at the public hearing, hereby recommends approval of the proposed amendment to
19 the Huntington Park Municipal Code relating to marijuana regulation and enforcement in the
20 City, recommends that the City Council conduct a public hearing, consider all public
21 testimony, and recommends adoption of the proposed Ordinance.

22 **SECTION 4:** The Secretary of the Planning Commission shall certify to the adoption
23 of this Resolution and forward a copy to the City Council.

24 //

25 //

26 //

27 //

28 //

ORDINANCE NO. 936-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AMENDING ARTICLE 18 OF CHAPTER 2, AND ARTICLE 23 OF CHAPTER 3, ALL OF TITLE 9, AND ADDING ARTICLE 19 TO CHAPTER 7 OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING MARIJUANA REGULATION AND ENFORCEMENT

WHEREAS, on _____, 2014, following proper notice and public hearing, the City Planning Commission adopted Resolution No. _____ recommending to the City Council the adoption of an ordinance amending certain sections in Articles 18 of Chapter 2, and Article 23 of Chapter 3, all of Title 9, and adding Article 19 to Chapter 7 of Title 4 of the Huntington Park Municipal Code, regarding marijuana regulation; and

WHEREAS, in 2011, the City Council adopted an ordinance that prohibits medical marijuana dispensaries in all areas of the City; and

WHEREAS, the California Supreme Court held, in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, that the State laws known as the Compassionate Use Act of 1996 (Health & Safety Code § 11362.5), and the Medical Marijuana Program Act of 2003 (Health & Safety Code § 11362.7 et seq.) do not prevent a local ban on facilities that distribute medical marijuana; and

WHEREAS, other California Cities that have permitted marijuana dispensaries have experienced negative secondary effects to the public health, safety, and welfare (including, but not limited to, increased criminal activities such as burglaries, robberies, and the distribution of illegal narcotics at the dispensaries and areas immediately surrounding the dispensaries; and,

WHEREAS, although it is not the City Council's desire to prevent qualified patients from using medicinal marijuana that has been recommended by a primary caregiver, the City Council desires to prohibit marijuana dispensaries and delivery services in order to protect the health, safety, morals and general welfare of the City's residents and businesses; and

1 **WHEREAS**, the City Council finds that a failure to prohibit marijuana dispensaries and
2 delivery services would also expose the City to costs related to regulation, enforcement, litigation,
3 and negative secondary effects; and

4 **WHEREAS**, the City Council desires to strengthen its prohibition against the distribution of
5 marijuana in the City in consideration of changing methods of marijuana distribution and in
6 accordance with current judicial holdings; and

7 **WHEREAS**, the City Council has considered evidence presented by the Planning
8 Commission, City Staff and the public at a duly noticed public hearing.

9
10 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
11 **ORDAINS AS FOLLOWS:**

12 **SECTION 1.** Section 9-3.2302 of the Huntington Park Municipal Code is hereby amended to
13 read:

14 **9-3.2302 Definitions.**

15 “Marijuana” shall have the same definition as set forth in California Health and Safety Code
16 Section 11018.

17 “Medical marijuana dispensary” means ~~a facility or location where medical marijuana is~~
18 ~~cultivated or by any other means made available to and/or distributed by or to five (5) or more of the~~
19 ~~following: a primary caregiver, a qualified patient, or a person with an identification card in strict~~
20 ~~accordance with State Health and Safety Code Sections 11362.5 et seq., and 11362.7 et seq.~~

21 any parcel of land, facility, or location, fixed or mobile, used to sell, transfer, give away, or distribute,
22 with or without consideration, or otherwise make available marijuana or marijuana-infused products
23 in any manner, whatsoever, for any purpose.

24 “Person” means any individual, firm, corporation, partnership, association, club, society,
25 cooperative, or other organization. The term “person” shall also include any owner, manager,
26 proprietor, employee, volunteer, salesperson, or other individual responsible for any degree of
27 operation.

1 **SECTION 2.** Section 9-3.2303 of the Huntington Park Municipal Code is hereby amended to
2 read:

3 **9-3.2303 Medical marijuana dispensaries prohibited.**

4 A. Medical marijuana dispensaries are prohibited anywhere within the City of Huntington
5 Park. No person shall engage in, cause, permit, allow, aid, abet, suffer, or conceal a medical
6 marijuana dispensary anywhere in the City of Huntington Park, nor shall any such person lease
7 premises to any person engaging in or operating a medical marijuana dispensary.

8 B. Any person who violates this section is guilty of a misdemeanor offense punishable in
9 accordance with Section 1-2.01 of this Code.

10 C. In addition to all other available remedies, any violation of this section is subject to
11 administrative fines and penalties as set by resolution of the City Council in accordance with Title 1,
12 Chapter 5 of this Code.

13 **SECTION 3.** Subpart E of Section 9-2.1807 of the Huntington Park Municipal Code is
14 hereby amended to read:

15 E. Costs and Damages. Any person violating any provisions of this Code or any permit
16 issued in compliance with this Code, shall be liable to the City for the costs incurred and the damages
17 suffered by the City, its agents, and agencies as a direct result of the violations. In any action,
18 administrative proceeding, or special proceeding to abate a nuisance, the prevailing party may
19 recover attorney fees, provided the City has elected in writing, at the initiation of that individual
20 action or proceeding, its intention to seek recovery of its own attorney fees.

21 **SECTION 4.** Article 19 is hereby added to Chapter 7 (Traffic) of Title 4 (Public Safety) of
22 the Huntington Park Municipal Code, to read:

23 Article 19. Mobile Marijuana Dispensaries

24 **4-7.1901 Purpose and findings.**

25 The City Council of the City of Huntington Park hereby finds and determines that it is the
26 purpose and intent of this article to prohibit mobile marijuana dispensaries and delivery services in
27

1 order to promote the health, safety, morals and general welfare of the residents and businesses
2 within the City.

3 **4-7.1902 Definitions.**

4 “Marijuana” shall have the same definition as that set forth in California Health and Safety
5 Code Section 11018.

6 “Mobile Marijuana Dispensary” means any clinic, cooperative, club, business, group, or other
7 operation that transports or delivers, or arranges the transportation or delivery, of marijuana or any
8 marijuana-infused product to any person for any purpose.

9 “Person” means any individual, firm, corporation, partnership, association, club, society,
10 cooperative, or other organization. The term “person” shall also include any owner, manager,
11 proprietor, employee, volunteer, salesperson, or other individual responsible for any degree of
12 operation.

13 **4-7.1903 Mobile Marijuana Dispensaries Prohibited.**

14 A. Mobile Marijuana Dispensaries are prohibited in the City of Huntington Park.
15 No person shall own, manage, conduct or operate a Mobile Marijuana Dispensary, or cause, permit,
16 allow, aid, abet, suffer, or participate in any manner or capacity in the operation of a Mobile
17 Marijuana Dispensary in the City of Huntington Park.

18 B. Any person who violates this section is guilty of a misdemeanor offense punishable in
19 accordance with Section 1-2.01 of this Code.

20 C. In addition to all other available remedies, any violation of this section is subject to
21 administrative fines and penalties as set by resolution of the City Council in accordance with Title 1,
22 Chapter 5 of this Code.

23 **4-7.1904 Marijuana Delivery Prohibited.**

24 A. No person shall cause, permit, allow, aid, abet, suffer, or conceal the transportation or
25 delivery of marijuana or any marijuana-infused product to any person within the City of Huntington
26 Park, or engage in any act in furtherance of such purpose.

1 B. Any person who violates this section is guilty of a misdemeanor offense punishable in
2 accordance with Section 1-2.01 of this Code.

3 C. In addition to all other available remedies, any violation of this section is subject to
4 administrative fines and penalties as set by resolution of the City Council in accordance with Title 1,
5 Chapter 5 of this Code.

6 **4-7.1905 Public Nuisance Declared.**

7 Operation of a Mobile Marijuana Dispensary within the City of Huntington Park in violation
8 of this article is hereby declared a public nuisance and may be abated by any available remedy.

9 **SECTION 5.** In accordance with Municipal Code section 9-2.1407, the City finds the
10 following:

11 A. **The proposed amendment is consistent with the General Plan.** While medical
12 marijuana dispensary uses are not expressly addressed by the General Plan, adoption of this
13 amendment is consistent with the Plan’s policy to “[p]romote vigorous enforcement of City codes,
14 including building, zoning, and health and safety....” (Policy 3.2, Land Use Element.) Further,
15 because the City is “urbanized and densely developed,” this amendment supports the Plan’s purpose
16 to protect “compatible neighboring land uses” and is therefore consistent with the General Plan (Land
17 Use Element, pp. 1, 6.)

18 B. **The proposed amendment would not be detrimental to the public interest, health,**
19 **safety, convenience or welfare of the City.** The proposed amendment authorizes no change to the
20 environment and thus will add nothing potentially detrimental to the public interest, health, safety,
21 convenience or welfare. Moreover, the City finds that the amendment will protect the public from
22 negative secondary effects of marijuana dispensaries that cities have experienced, including increased
23 illegal drug activity, robberies of dispensary patrons, loitering near dispensaries, odors, and unlawful
24 diversion of marijuana to secondary markets, and therefore will enhance and support the public
25 interest, health, safety, convenience and welfare.

26 C. **The proposed project has been reviewed in compliance with the provisions of the**
27 **California Environmental Quality Act (CEQA), and the City’s Guidelines.**

1 D. **The proposed amendment is internally consistent with other applicable**
2 **provisions of the Planning and Zoning Code.**

3 **SECTION 5.** Adoption and implementation of this ordinance is not subject to the California
4 Environmental Quality Act (“CEQA”) pursuant to Section 15060(c)(2) of the CEQA Guidelines
5 (Cal. Code Regs., tit. 14 § 15000 et seq.) (activity will not result in a direct or reasonably foreseeable
6 indirect physical change in the environment), and it is exempt pursuant to CEQA Guidelines section
7 15061(b)(3) (certain to have no significant effect on the environment), because it prohibits rather than
8 provides for any change in the environment.

9 **SECTION 6.** Any provisions of the Huntington Park Municipal Code or appendices thereto
10 inconsistent with this ordinance, to the extent of such inconsistencies and no further, are hereby
11 repealed or modified as necessary to effectuate this ordinance.

12 **SECTION 7.** Should any provisions of this ordinance be determined to be invalid or
13 unconstitutional, all other provisions shall remain in full force and effect as approved.

14 **SECTION 8.** The Mayor shall sign and the City Clerk shall attest to the passage of this
15 ordinance. The City Clerk shall cause the same to be published in the manner prescribed by law.

16
17 **PASSED, APPROVED AND ADOPTED** this _____ day of _____, **2015.**

18
19
20 _____
Rosa E. Perez, Mayor

21
22 ATTEST:

23
24
25 _____
Donna G. Schwartz, Interim City Clerk

26
27
28

1 **SECTION 5.** Pursuant to the California Environmental Quality Act (“CEQA”) the
2 City Council finds that it can be seen with certainty that there is no possibility that the
3 adoption of this ordinance will have a significant effect on the environment. Therefore, the
4 adoption of this ordinance is exempt from CEQA pursuant to Title 14 of the California Code
5 of Regulations, Section 15061(b)(3).

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

7 **PASSED, APPROVED AND ADOPTED** this 20th day of January, 2015.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Rosa E. Perez, Mayor

ATTEST:

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 20, 2015

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

Dear Mayor and Members of the City Council:

FIRST READING OF AN ORDINANCE AMENDING THE ZONING MAP; ADOPTION OF A RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP; APPROVAL OF A DEVELOPMENT PERMIT FOR THE CONSTRUCTION OF A NEW 25,865 SQUARE FOOT RETAIL AND OFFICE COMMERCIAL CENTER; APPROVAL OF A VARIANCE TO DEVIATE FROM THE DEVELOPMENT STANDARDS; AND ADOPTION OF AN ASSOCIATED MITIGATED NEGATIVE DECLARATION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR A PROPERTY LOCATED AT 3111 FLORENCE AVENUE.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Consider all public testimony and staff's analysis;
3. Approve the First Reading of an Ordinance amending the Zoning Map designation from Public Facilities (PF) to Commercial General (CG) for property located at 3111 Florence Avenue;
4. Adopt a Resolution amending the General Plan Land Use Map designation from Public Facilities to General Commercial for property located at 3111 Florence Avenue;
5. Approve a Development Permit for the construction of a new 25,865 square foot retail and office commercial center;
6. Approve a Variance to deviate from the Development Standards; and
7. Adopt an associated Mitigated Negative Declaration under the California Environmental Quality Act (CEQA)

ZONE CHANGE; GENERAL PLAN AMENDMENT; DEVELOPMENT PERMIT; VARIANCE; MITIGATED NEGATIVE DECLARATION FOR A PROPERTY LOCATED AT 3111 FLORENCE AVENUE.

January 20, 2015

Page 2 of 8

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 17, 2014, the Planning Commission considered PC Case No. 2014-13 GPA/ZC/DP/VAR and adopted Resolution No 2014-13 (Attachment A) recommending to the City Council the adoption of an ordinance to amend the Zoning Map designation from Public Facilities to Commercial General; the adoption of a resolution to amend the General Plan Land Use Map designation from Public Facilities to General Commercial; approval of a Development Permit for the construction of a new 25,865 square foot retail and office commercial center; approval of a Variance to deviate from the minimum development standards; and the adoption of an associated Mitigated Negative Declaration under the California Environmental Quality Act (CEQA) for a property located at 3111 Florence Avenue. Following public testimony, the Planning Commission unanimously voted to recommend approval of the proposed project to the City Council.

The proposed Resolution (Attachment B) and proposed Ordinance (Attachment C) will amend the current General Plan Land Use Designation from Public Facilities to General Commercial and Zoning Designation from Public Facilities (PF) to Commercial General (CG) for the subject site.

Project Description:

The proposed project is at the site of the former Mission Hospital, which has been vacant for several years. The site has become a nuisance to adjacent properties, attracting vagrants and vandalism. The building has become unsightly and is severely dilapidated. The applicant has obtained demolition permits and is currently in the process of demolishing the building. The property will be entirely vacant upon demolition of the buildings and will remain as raw land until construction of the proposed project begins.

A two-story building is proposed along the north end of the site and includes 9,782 square feet of retail space on the ground floor and 10,182 square feet of medical office space on the second floor. The project also proposes a 2,837 square foot building for a bank or retail store at the southwest corner of the site and a 3,064 square foot building for a restaurant at the southeast corner of the site. A meandering public sidewalk with a 5-foot wide landscape is proposed along the east, south, and west boundaries of the site.

The applicant is requesting a Variance to deviate from the rear setback requirement and height limit. The applicant is proposing a zero-foot setback at the northerly property line which abuts residential properties and is therefore requesting a Variance to deviate from the minimum setback requirement. The north boundary of the subject site does not run in a straight line and the southern boundary is tapered, therefore this lot is irregular in comparison to adjacent properties. In order to comply with development standards, the on-site vehicular circulation would not be possible and there would be significantly less off-street parking proposed. Furthermore, the existing hospital building on the site has a

ZONE CHANGE; GENERAL PLAN AMENDMENT; DEVELOPMENT PERMIT; VARIANCE; MITIGATED NEGATIVE DECLARATION FOR A PROPERTY LOCATED AT 3111 FLORENCE AVENUE.

January 20, 2015

Page 3 of 8

zero rear setback. In addition, the commercial property directly across Florence Avenue from the subject site, is developed with a zero-foot rear setback, is similar in size, and is adjacent to residential properties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Huntington Park Municipal Code (HPMC) Section 9-2.102, an applicant for a development project that would require the filing of more than one land use permit application, shall file all related permits concurrently. Permit processing and environmental/design review shall be concurrent and the final decision on the project shall be made by the highest level of Review Authority.

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

General Plan Goals and Objectives:

Since Huntington Park is an older City with well established land use patterns and virtually no remaining vacant land suitable for development, from time to time changes in land use will occur gradually through the recycling of existing uses. As a means of guiding future changes in land use consistent with community objectives, the City intends to implement the goals, policies and objectives contained in the Land Use Element. The land use objectives that support the proposed General Plan and Zoning Map amendments are to, *"Identify and rectify inconsistencies between current land use designations under the Huntington Park General Plan, existing land use, and zoning."* and; *"Provide for compatible neighboring land uses and acceptable transitions between residential, commercial, industrial, public, and transportation uses."*

Zoning Consistency:

The appropriate zoning designation for the subject properties would be CG (Commercial General). This zoning district is intended to provide for general retail, professional office, and service-oriented business activities serving a community-wide need under design standards that ensure compatibility and harmony with adjoining land uses. Thus, it is expected that the zone change will not cause adverse effects to the public interest, health, safety, or welfare. Additionally, the change in zone will be consistent with the General Plan Land Use Designation.

Findings for General Plan and Zoning Map Amendments:

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

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

ZONE CHANGE; GENERAL PLAN AMENDMENT; DEVELOPMENT PERMIT;
VARIANCE; MITIGATED NEGATIVE DECLARATION FOR A PROPERTY LOCATED
AT 3111 FLORENCE AVENUE.

January 20, 2015

Page 4 of 8

The proposed General Plan and Zoning Designation amendments will not be in conflict with the existing surrounding land uses. Public Facilities is the adopted General Plan Land Use Policy Map designation, while PF is the established zone for the subject site. The appropriate General Plan Land Use Map designation for the subject properties would be "General Commercial". The General Commercial designation is intended for a wide range of neighborhood and general retail and service establishments, such as stores and repair shops, to accommodate the surrounding community. Not only is Florence Avenue one of the main commercial land use corridors of the City, but the surrounding properties of the subject site along Florence Avenue, are designated for General Commercial on the General Plan Land Use Map. Therefore, this finding can be made.

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

If approved, the proposed amendment would be consistent with the goals and policies of the General Plan because it would create consistency of land use designation and provide opportunity for current and future necessary developments. Therefore, this finding can be made.

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

The proposed amendment will contribute to an appropriate balance of land uses in the City. Properties located to the east, west, and south of the subject site are zoned Commercial General (CG), while properties located to the north are zoned High-Density Residential (RH) and Low-Density Residential (RL). The subject site is currently zoned Public Facilities (PF). By rezoning the site to CG, the proposed project will be consistent with the goals of the General Plan and would also be beneficial to the public, creating jobs and increase availability of local services and goods for the community. In addition, the proposed project would enhance the appearance of the neighborhood. Therefore, this finding can be made.

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

The subject parcel meets all of the minimum development standards of the Huntington Park Municipal Code (HPMC) to be able to develop a commercial use. The proposed commercial retail and office center development will not affect or require any modification to existing public utilities infrastructure. The

ZONE CHANGE; GENERAL PLAN AMENDMENT; DEVELOPMENT PERMIT;
VARIANCE; MITIGATED NEGATIVE DECLARATION FOR A PROPERTY LOCATED
AT 3111 FLORENCE AVENUE.

January 20, 2015

Page 5 of 8

proposed use will be compatible with adjoining land uses and has adequate access and provision of utilities.

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

A Mitigated Negative Declaration was prepared for the proposed project. With Mitigation Measures, the proposed project would have less-than-significant impacts to the surrounding physical environment.

Findings for a Variance:

In accordance with HPMC Section 9-2.903, the following findings have been made as part of the Variance:

1. *That there are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this Code denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification.*

Staff has determined that the parcels that comprise the subject site are irregular in shape in comparison to surrounding properties.

The Municipal Code restricts the height of structures in the General Commercial (C-G) Zone to 40 feet. The project proposes a building height of ± 29 feet with a 23-foot high architectural feature and dome centered on top of the roof, thereby making the overall building height ± 52 feet. The maximum allowable height would impede a dome on the proposed structure. In addition, St. Matthias Church directly across Mission Place, exceeds the maximum allowable height. Therefore, the applicant is requesting a Variance to deviate from the maximum allowable height of a structure in the C-G Zone.

Per the Municipal Code, when the rear yard of a commercial zone abuts a Residential zone and there is no public alley, a minimum rear yard of 15 feet shall be maintained. The applicant is proposing a zero-foot setback at the northerly property line which abuts residential properties and is therefore requesting a Variance to deviate from the minimum setback requirement. The north boundary of the subject site does not run in a straight line and the southern boundary is tapered, therefore this lot is irregular in comparison to adjacent properties. In order to comply with development standards, the on-site vehicular circulation would not be possible and there would be significantly less off-street parking proposed. Furthermore, the existing hospital building on the site has a zero rear setback. Therefore, staff has determined that this strict standard will significantly limit the applicant's ability to maximize buildable ground floor area

ZONE CHANGE; GENERAL PLAN AMENDMENT; DEVELOPMENT PERMIT;
VARIANCE; MITIGATED NEGATIVE DECLARATION FOR A PROPERTY LOCATED
AT 3111 FLORENCE AVENUE.

January 20, 2015

Page 6 of 8

for the proposed structure. The commercial property directly across Florence Avenue from the subject site, is developed with a zero-foot rear setback, is similar in size, and is adjacent to residential properties.

Based on the aforementioned, Staff has found that the site has special circumstances that support the granting of a Variance to deviate from the minimum development standards for setbacks and structure height, principally since the site is irregular in shape.

- 2. That granting the Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zoning district and unavailable to the property for which the Variance is sought.*

The granting of a Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zoning district since the optimal development of the site to a scale and intensity similar to that of surrounding properties is being encumbered. More specifically, similar properties in the area have zero-foot setbacks at the rear boundaries of the parcels and the church across Mission Place exceeds the maximum allowable height.

- 3. That granting the Variance will not be detrimental to the public health, safety, or welfare, or injurious to the property or improvements in the vicinity and zoning district in which the property is located.*

If a Variance is granted, the proposed building would serve as a noise buffer and would prevent light spills from the commercial center. Additionally, traffic analyses show that the proposed project would not intensify traffic conditions. Furthermore, without a zero-foot setback, an alleyway would be created, which would potentially attract illicit activities and become a security issue. Therefore, the proposed project would will not be detrimental to the public health, safety, or welfare, or injurious to the property or improvements in the vicinity and zoning district in which the property is located.

- 4. That granting the Variance does not constitute a special privilege inconsistent with the limitations upon other property in the vicinity and zoning district in which the property is located.*

Other similar surrounding properties are developed with setbacks not consistent with today's HPMC minimum development standards. For example, the commercial shopping center at the southwest corner of Florence Avenue and State Street is developed with a zero-foot rear setback and is adjacent to residential properties. The existing hospital building on the site has a zero rear setback. In addition, St. Matthias Church exceeds the maximum allowable height. The applicant's request for a zero-foot setback at the rear boundary of

ZONE CHANGE; GENERAL PLAN AMENDMENT; DEVELOPMENT PERMIT;
VARIANCE; MITIGATED NEGATIVE DECLARATION FOR A PROPERTY LOCATED
AT 3111 FLORENCE AVENUE.

January 20, 2015

Page 7 of 8

the subject site, and request to exceed the allowable structure height will not constitute a special privilege.

5. *That granting the Variance does not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel.*

The requested Variance is not for the purpose of allowing any specified use. The applicant's request for a zero-foot setback at the rear boundary of the subject site, and request to exceed the allowable structure height is not a use or activity which is prohibited by the regulations governing the subject parcel. Therefore, this finding can be made.

6. *That granting the Variance will not be inconsistent with the General Plan.*

The project proposes to change a Public Facilities designated land use into a General Commercial land use. A General Commercial land use would make the General Plan Land Use Map consistent, given that the surrounding properties along Florence Avenue are designated General Commercial. If a Variance is granted, the proposed project would comply with all development standards. As a result, a change in land use designation would be made from Public Facilities to General Commercial. Therefore, the proposed project would be consistent with the General Plan of the City. Thus, this finding can be made.

NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORTS

Upon completion of the Environmental Assessment Initial Study, the City of Huntington Park has determined that with mitigation the proposed project will not have a significant effect on the environment and has prepared a Mitigated Negative Declaration for the project. The Mitigated Negative Declaration (MND) was prepared in accordance with the California Environmental Quality Act (CEQA), Article 1. Sec. 15000 et. seq..

CONCLUSION

Based on the aforementioned, Staff recommends that the City Council approve the proposed resolution and the first reading of the proposed ordinance. If approved, the second reading and final adoption will be scheduled for a subsequent City Council meeting.

ZONE CHANGE; GENERAL PLAN AMENDMENT; DEVELOPMENT PERMIT;
VARIANCE; MITIGATED NEGATIVE DECLARATION FOR A PROPERTY LOCATED
AT 3111 FLORENCE AVENUE.

January 20, 2015

Page 8 of 8

Respectfully submitted,



Julio Morales
Interim City Manager



ALBERT G. FONTANEZ
Planning Manager

ATTACHMENTS

- A: Planning Commission Resolution No. 2014-13
- B: Resolution Adopting the Amendment to the General Plan Land Use Map
- C: Ordinance Adopting the Amendment of the Zoning Map

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 2014-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, APPROVING A RESOLUTION RECOMMENDING CITY COUNCIL ADOPTION OF AN ORDINANCE TO AMEND THE ZONING MAP DESIGNATION FROM PUBLIC FACILITIES TO COMMERCIAL GENERAL; ADOPTION OF A RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP DESIGNATION FROM PUBLIC FACILITIES TO GENERAL COMMERCIAL; APPROVAL OF A DEVELOPMENT PERMIT FOR THE CONSTRUCTION OF A NEW 25,865 SQUARE FOOT RETAIL AND OFFICE COMMERCIAL CENTER; APPROVAL OF A VARIANCE TO DEVIATE FROM THE DEVELOPMENT STANDARDS; AND THE ADOPTION OF AN ASSOCIATED MITIGATED NEGATIVE DECLARATION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR A PROPERTY LOCATED AT 3111 FLORENCE AVENUE, HUNTINGTON PARK, CALIFORNIA

WHEREAS, a public hearing was held in the City Hall, 6550 Miles Avenue, Huntington Park, California on Wednesday, December 17, 2014 at 6:30 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code and the California Environmental Quality Act, upon an application from Abdy Khorramian & Devarim Investment LLC, requesting approval of a resolution recommending to the City Council the adoption of an ordinance to approve an amendment to the Zoning Map designation from Public Facilities to Commercial General; adoption of a resolution to approve an amendment to the General Plan Land Use Map designation from Public Facilities to General Commercial; approval of a Development Permit for the construction of a new 25,865 square foot retail and office commercial center; approval of a Variance to deviate from the development standards; and the adoption of an associated Mitigated Negative Declaration under the California Environmental Quality Act (CEQA) for a property located at 3111 Florence Avenue, within the Public Facilities (PF) Zone on the following described property:

Assessor's Parcel No. 6323-021-031 & 6323-021-032, City of Huntington Park, County of Los Angeles; and

WHEREAS, the City of Huntington Park, California, pursuant to the provisions of the California Environmental Quality Act (hereinafter "CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) has

1 determined that a Mitigated Negative Declaration was required for the consideration of
2 this project, and a Mitigated Negative Declaration has therefore been prepared and
3 made available for public review and comment in accordance with CEQA; and

4 **WHEREAS**, the Planning Commission has considered the environmental impact
5 information relative to the proposed amendments and entitlements; and

6 **WHEREAS**, all persons appearing for or against the project were given the
7 opportunity to be heard in connection with said matter; and

8 **WHEREAS**, any and all written comments received prior to and at the public hearing
9 were reviewed and considered by the Planning Commission; and

10 **WHEREAS**, the Planning Commission is required to announce its findings and
11 recommendations.

12 **NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF**
13 **HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS**
14 **FOLLOWS:**

15 **SECTION 1:** That in accordance with CEQA and based on the evidence in the Initial
16 Study/Mitigated Negative Declaration (IS/MND), the Planning Commission adopts the
17 findings in said IS/MND and determines that the project could have potential impacts on
18 the environment, however through the incorporation of identified mitigation measures,
19 those impacts can be reduced to a less-than-significant level and therefore the Planning
20 Commission hereby recommends that the City Council adopt IS/MND associated with
21 the proposed project.

22 **SECTION 2:** The Planning Commission hereby makes the following findings in
23 connection with the proposed General Plan Amendment:

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

25 **Finding:** The proposed General Plan and Zoning Designation amendments will
26 not be in conflict with the existing surrounding land uses. Public Facilities is the
27 adopted General Plan Land Use Policy Map designation, while PF is the
28 established zone for the subject site. The appropriate General Plan Land Use

1 Map designation for the subject properties would be “General Commercial”. The
2 General Commercial designation is intended for a wide range of neighborhood
3 and general retail and service establishments, such as stores and repair shops,
4 to accommodate the surrounding community. Not only is Florence Avenue one of
5 the main commercial land use corridors of the City, but the surrounding
6 properties of the subject site along Florence Avenue, are designated for General
7 Commercial on the General Plan Land Use Map. Therefore, this finding can be
8 made.

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

11 **Finding:** The proposed amendment would be consistent with the goals and
12 policies of the General Plan because it would create consistency of land use
13 designation and provide opportunity for current and future necessary
14 developments. Therefore, this finding can be made.

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

18 **Finding:** The project proposes a use that is consistent with the goals of the
19 General Plan and would also be beneficial to the public, creating jobs and
20 increase availability of local services and goods for the community. In addition,
21 the proposed project would enhance the appearance of the neighborhood.
22 Therefore, this finding can be made.

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

27 **Finding:** The most relevant of these General Plan objectives that are applicable
28 to the Zone Change Amendment and General Plan Amendment request are the

1 following: "Identify and rectify inconsistencies between current land use
2 designations under the Huntington Park General Plan, existing land use, and
3 zoning." and; "Provide for compatible neighboring land uses and acceptable
4 transitions between residential, commercial, industrial, public, and transportation
5 uses." The proposed project has identified an inconsistency between current land
6 uses. Therefore, the project proposes to rectify the inconsistency of land uses by
7 changing the subject site's General Plan Land Use designation from Public
8 Facilities to General Commercial. The surrounding properties along Florence
9 Avenue are designated General Commercial and Commercial Neighborhood,
10 thereby creating consistency in land uses. Therefore, this finding can be made.

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

14 **Finding:** A Mitigated Negative Declaration was prepared for the proposed
15 project. With Mitigation Measures, the proposed project would have less-than-
16 significant impacts to the surrounding physical environment.

17 **SECTION 3:** The Planning Commission hereby makes the following findings in
18 connection with the proposed Zoning Map Amendment:

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

20 **Finding:** The appropriate zoning designation for the subject properties would be
21 CG (Commercial General). This zoning district is intended to provide for general
22 retail, professional office, and service-oriented business activities serving a
23 community-wide need under design standards that ensure compatibility and
24 harmony with adjoining land uses. Additionally, the change in zone will be
25 consistent with the General Plan Land Use Designation. Not only is Florence
26 Avenue one of the main commercial land use corridors of the City, but the
27 surrounding properties of the subject site along Florence Avenue, are zoned
28 Commercial General on the Zoning Map. Therefore, this finding can be made.

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

3 **Finding:** The approved, the proposed amendment would be consistent with the
4 goals and policies of the General Plan because it would create consistency of
5 land use designation and provide opportunity for current and future necessary
6 developments. Therefore, this finding can be made.

7 **3. The proposed project has been reviewed in compliance with the provisions**
8 **of the California Environmental Quality Act (CEQA), and the City's**
9 **Guidelines;**

10 **Finding:** A Mitigated Negative Declaration was prepared for the proposed
11 project. With Mitigation Measures, the proposed project would have less-than-
12 significant impacts to the surrounding physical environment.

13 **4. The proposed amendment would maintain the appropriate balance of**
14 **zoning districts/land uses within the City; and**

15 **Finding:** The proposed project has identified an inconsistency between current
16 land uses. The project proposes to rectify the inconsistency of land uses by
17 changing the subject site's zone designation from Public Facilities (PF) to
18 Commercial General (CG). The surrounding properties along Florence Avenue
19 are designated CG and Commercial Neighborhood (CN), thereby, the proposed
20 amendment would create consistency in land uses. Therefore, this finding can be
21 made.

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

26 **Finding:** The appropriate zoning designation for the subject properties would be
27 CG (Commercial General). This zoning district is intended to provide for general
28 retail, professional office, and service-oriented business activities serving a

1 community-wide need under design standards that ensure compatibility and
2 harmony with adjoining land uses. The proposed project has identified an
3 inconsistency between current land uses. The project proposes to rectify the
4 inconsistency of land uses by changing the subject site's zone designation from
5 Public Facilities (PF) to Commercial General (CG). The surrounding properties
6 along Florence Avenue are designated CG and Commercial Neighborhood (CN),
7 thereby, the proposed amendment would create consistency in land uses.
8 Therefore, this finding can be made.

9 **SECTION 3:** The Planning Commission hereby makes the following findings in
10 connection with Development Permit No. 2014-13:

- 11 **1. The proposed development will be permitted within the proposed zoning**
12 **district and will comply with all of the applicable provisions of this Code**
13 **(Huntington Park Zoning Code Title 9), including prescribed**
14 **development/site standards; and**

15 **Finding:** The project proposes a 25,865 square foot retail and office commercial
16 center. Retail and office uses are permitted within the Commercial General
17 zoning district. The project meets all of the minimum development standards for
18 the proposed development except for the minimum rear setback and the
19 maximum structure height. The applicant is seeking a Variance to deviate from
20 these development standards. If a Variance is granted, the proposed project
21 would be in compliance with all development standards. Therefore, this finding
22 can be made.

- 23 **2. The proposed use will be consistent with the proposed General Plan**
24 **Amendment; and**

25 **Finding:** The project proposes a commercial development on a land designated
26 for General Commercial uses within the General Plan. If approved, the proposed
27 project would be consistent with the General Plan. Therefore, this finding can be
28 made.

1 **3. The proposed development would be harmonious and compatible with**
2 **existing and planned future developments within the zoning district and**
3 **general area, as well as with the land uses presently on the subject**
4 **property; and**

5 **Finding:** There are commercial developments to the east, south, and west of the
6 subject site. In addition, there are residential properties adjacent to the north
7 boundary of the project site. The proposed development will be compatible and
8 also complement the existing and future land uses. The majority of commercial-
9 designated land throughout the City is adjacent to residential districts.
10 Commercial uses are intended to serve as a buffer between residential land uses
11 and industrial uses or others that have potential to create nuisances to sensitive
12 receptors. Therefore, this finding can be made.

13 **4. The approval of the Development Permit for the proposed project is in**
14 **compliance with the requirements of the California Environmental Quality**
15 **Act (CEQA) and the City’s guidelines;**

16 **Finding:** A Mitigated Negative Declaration was prepared for the proposed
17 project. With Mitigation Measures, the project will have less-than-significant
18 impacts to the surrounding environment. Therefore, this finding can be made.

19 **5. The subject site is physically suitable for the type and density/intensity of**
20 **use being proposed; and**

21 **Finding:** The subject site is surrounded by other similar commercial. Nearby
22 commercial shopping centers are located south of the subject property, directly
23 across Florence Avenue; at the northeast corner of Mountain View Avenue and
24 Florence Avenue; and on Florence Avenue, between Marconi Street and Arbutus
25 Avenue. The project meets all of the minimum development standards for the
26 proposed development except for the minimum rear setback and the maximum
27 structure height. The applicant is seeking a Variance to deviate from these
28 development standards. If a Variance is granted, the proposed project would be

1 in compliance with City development standards. The subject sited has frontage
2 along Florence Avenue, a Major Arterial as designated on the City General Plan.
3 Florence Avenue is not only designated a Major Arterial to accommodate
4 vehicular circulation, but is also one of the main corridors of commercial land
5 uses throughout the City. Thereby, the subject site is suitable for the proposed
6 project.

7 **6. There are adequate provisions for public access, water, sanitation and**
8 **public utilities and services to ensure that the proposed development**
9 **would not be detrimental to public health, safety and general welfare; and**

10 **Finding:** The proposed development will not significantly intensify public, access,
11 water, sanitation, and public utilities and services. The project proposes to
12 connect with existing infrastructure and will not require changes to existing public
13 utilities. The subject site is located along Florence Avenue, a Major Arterial.
14 Given that the surrounding area is already completely developed with public
15 access, water, sanitation, and other public utilities, the proposed project would
16 not affect these infrastructures or require any types of modifications. In addition,
17 the proposed project would not impede the accessibility to public access, water,
18 sanitation, or other public utilities and services. The proposed development will
19 not be detrimental to public health, safety and general welfare. Therefore, this
20 finding can be made.

21 **7. The design, location, size and operating characteristics of the proposed**
22 **development would not be detrimental to the public interest, health, safety,**
23 **convenience, or welfare of the City.**

24 **Finding:** The proposed design complements the surrounding properties with
25 similar Spanish architectural styles. The site is suitable for commercial uses
26 given that most of the surrounding uses are commercial and the land is zoned for
27 commercial uses. The subject site is located along Florence Avenue, which
28 serves as one of the main commercial land use corridors of the City. The

1 proposed development would not be detrimental to the public health, safety, or
2 welfare of the City. Therefore, this finding can be made.

3 **SECTION 4:** The Planning Commission hereby makes the following findings in
4 connection with Variance No. 2014-13:

- 5 **1. That there are special circumstances applicable to the property, including**
6 **location, shape, size, surroundings, or topography so that the strict**
7 **application of this Code denies the property of privileges enjoyed by other**
8 **property in the vicinity and under identical zoning district classification.**

9 **Finding:** Staff has determined that the parcels that comprise the subject site are
10 irregular in shape in comparison to surrounding properties. The Municipal Code
11 restricts the height of structures in the General Commercial (C-G) Zone to 40
12 feet. The project proposes a building height of ± 29 feet with a 23-foot high
13 architectural feature and dome centered on top of the roof, thereby making the
14 overall building height ± 52 feet. The maximum allowable height would impede a
15 dome on the proposed structure. In addition, St. Matthias Church directly across
16 Mission Place, exceeds the maximum allowable height. Therefore, the applicant
17 is requesting a Variance to deviate from the maximum allowable height of a
18 structure in the C-G Zone.

19 Per the Municipal Code, when the rear yard of a commercial zone abuts a
20 Residential zone and there is no public alley, a minimum rear yard of 15 feet
21 shall be maintained. The applicant is proposing a zero-foot setback at the
22 northerly property line which abuts residential properties and is therefore
23 requesting a Variance to deviate from the minimum setback requirement. The
24 north boundary of the subject site does not run in a straight line and the southern
25 boundary is tapered, therefore this lot is irregular in comparison to adjacent
26 properties. In order to comply with development standards, the on-site vehicular
27 circulation would not be possible and there would be significantly less off-street
28 parking proposed. Furthermore, the existing hospital building on the site has a

1 zero rear setback. Therefore, staff has determined that this strict standard will
2 significantly limit the applicant's ability to maximize buildable ground floor area for
3 the proposed structure. The commercial property directly across Florence
4 Avenue from the subject site, is developed with a zero-foot rear setback, is
5 similar in size, and is adjacent to residential properties.

6 Based on the aforementioned, Staff has found that the site has special
7 circumstances that support the granting of a Variance to deviate from the
8 minimum development standards for setbacks and structure height, principally
9 since the site is irregular in shape.

10 **2. That granting the Variance is necessary for the preservation and enjoyment**
11 **of a substantial property right possessed by other property in the same**
12 **vicinity and zoning district and unavailable to the property for which the**
13 **Variance is sought.**

14 **Finding:** The granting of a Variance is necessary for the preservation and
15 enjoyment of a substantial property right possessed by other property in the
16 same vicinity and zoning district since the optimal development of the site to a
17 scale and intensity similar to that of surrounding properties is being encumbered.
18 More specifically, similar properties in the area have zero-foot setbacks at the
19 rear boundaries of the parcels and the church across Mission Place exceeds the
20 maximum allowable height.

21 **3. That granting the Variance will not be detrimental to the public health,**
22 **safety, or welfare, or injurious to the property or improvements in the**
23 **vicinity and zoning district in which the property is located.**

24 **Finding:** If a Variance is granted, the proposed building would serve as a noise
25 buffer and would prevent light spills from the commercial center. Additionally,
26 traffic analyses show that the proposed project would not intensify traffic
27 conditions. Therefore, the proposed project would will not be detrimental to the
28 public health, safety, or welfare, or injurious to the property or improvements in

1 the vicinity and zoning district in which the property is located.

2 **4. That granting the Variance does not constitute a special privilege**
3 **inconsistent with the limitations upon other property in the vicinity and**
4 **zoning district in which the property is located.**

5 **Finding:** Other similar surrounding properties are developed with setbacks not
6 consistent with today's HPMC minimum development standards. For example,
7 the commercial shopping center at the southwest corner of Florence Avenue and
8 State Street is developed with a zero-foot rear setback and is adjacent to
9 residential properties. The existing hospital building on the site has a zero rear
10 setback. In addition, St. Matthias Church exceeds the maximum allowable
11 height. The applicant's request for a zero-foot setback at the rear boundary of the
12 subject site, and request to exceed the allowable structure height will not
13 constitute a special privilege.

14 **5. That granting the Variance does not allow a use or activity which is not**
15 **otherwise expressly authorized by the regulations governing the subject**
16 **parcel.**

17 **Finding:** The requested Variance is not for the purpose of allowing any specified
18 use. The applicant's request for a zero-foot setback at the rear boundary of the
19 subject site, and request to exceed the allowable structure height is not a use or
20 activity which is prohibited by the regulations governing the subject parcel.
21 Therefore, this finding can be made.

22 **6. That granting the Variance will not be inconsistent with the General Plan.**

23 **Finding:** The project proposes to change a Public Facilities designated land use
24 into a General Commercial land use. A General Commercial land use would
25 make the General Plan Land Use Map consistent, given that the surrounding
26 properties along Florence Avenue are designated General Commercial. If a
27 Variance is granted, the proposed project would comply with all development
28 standards. As a result, a change in land use designation would be made from

1 Public Facilities to General Commercial. Therefore, the proposed project would
2 be consistent with the General Plan of the City. Thus, this finding can be made.

3 **SECTION 5:** The Planning Commission hereby approves Case No. 2014-13-
4 GP/ZC/DP/VAR, recommending to the City Council approval of a Development Permit,
5 Variance, and amendments to the General Plan Land Use and Zoning Maps subject to
6 the execution and fulfillment of the following conditions:

7 **Mitigation Measures**

- 8 1. **Mitigation Measure No. 1:** The construction contractor shall water all exposed dirt
9 surfaces at least 2 times per day for fugitive dust suppression during grading activities.
- 10 2. **Mitigation Measure No. 2:** Prior to the issuance of a permit to demolish the existing
11 building and site improvements, the project developer shall provide proof to the City that
12 all asbestos has been removed and disposed by a licensed and certified asbestos
13 removal contractor, as applicable in accordance with local, state, and federal regulations.
- 14 3. **Mitigation Measure No. 3:** Prior to the issuance of a demolition permit, the project
15 developer shall conduct a building survey to determine if lead paint, mercury or any other
16 regulated hazardous materials are present. If present, the developer shall provide proof
17 to the City that all hazardous materials have been removed and hauled to a secure
18 location in compliance with all applicable Federal, State, and local regulations.
- 19 4. **Mitigation Measure No. 4:** Small bulldozers only shall operate within 56 feet of the
20 nearest residential structure.
- 21 5. **Mitigation Measure No. 5:** The main driveway at Florence Avenue shall be restricted to
22 right-turns only.
- 23 6. **Mitigation Measure No. 6:** Only delivery vehicles 19 feet or less in total length shall be
24 allowed to use the on-site loading area.

25 **General Conditions**

- 26 7. That property owner and applicant shall indemnify, protect, hold harmless and defend
27 the City and any agency or instrumentality thereof, its officers, employees and agents
28 from all claims, actions, or proceedings against the City to attack, set aside, void, annul,
or seek damages arising out of an approval of the City, or any agency or commission
thereof, concerning this project. City shall promptly notify both the property owner and
applicant of any claim, action, or proceeding to which this condition is applicable. The
City shall cooperate in the defense of the action, while reserving its right to act as it
deems to be in the best interest of the City and the public. The property owner and
applicant shall defend, indemnify and hold harmless the City for all costs and fees
incurred in additional investigation or study, or for supplementing or revising any
document, including, without limitation, environmental documents. If the City's legal

1 counsel is required to enforce any condition of approval, the applicant shall pay for all
2 costs of enforcement, including legal fees.

3 8. Except as set forth in subsequent conditions, all-inclusive, and subject to department
4 corrections and conditions, the property shall be developed substantially in accordance
5 with the applications, environmental assessment, and plans submitted.

6 9. That all architectural detailing, including building materials, lighting, colors, façade
7 improvements, finishes and other details be consistent with the submitted plans as
8 approved by the Planning Division.

9 10. That the proposed project shall comply with all applicable federal, state and local agency
10 codes, laws, rules, and regulations, including Health, Building and Safety, Fire, Zoning,
11 and Business License Regulations of the City of Huntington Park.

12 11. That decorative trash enclosures be provided on-site and that a decorative trellis, as
13 approved by the Planning Division, be installed above the required trash enclosure prior
14 to issuance of Certificate of Occupancy. The design and location shall be approved by
15 the Planning Division. Trash bins shall be kept within the approved trash enclosure area
16 only, and trash area shall be kept free of trash overflow and maintained in a clean
17 manner at all times.

18 12. That a lighting plan be provided for all outdoor areas of the property per HPMC Section
19 9-3.809(6). Such lighting shall be decorative and installed as approved by the Planning
20 Division and to the satisfaction of the Building Official prior to issuance of the Certificate
21 of Occupancy. The proposed light fixtures shall be decorative and energy efficient and
22 the illumination of such shall be projected towards the site and away from all adjacent
23 properties, public streets, and rights-of-way.

24 13. That a landscape plan be provided for the entire property, showing planter design,
25 schedule of plant material, planter location and method of automatic permanent
26 irrigation. The plan shall be submitted to and approved by the Planning Division, and
27 such landscaping shall be installed and planted according to such approved plan, prior to
28 being issued the certificate of occupancy, and shall thereafter be continuously and
permanently maintained.

14. That the applicant comply with the City's requirement for Publicly Visible Art or pay in-
lieu art fees in accordance with HPMC Title 9, Chapter 3, Article 17 prior to Building
Permit issuance.

15. That all businesses shall obtain a City of Huntington Park Business License prior to
commencing business operations.

16. That public improvements be completed per the City Engineer's requirements prior to
issuance of the Certificate of Occupancy as follows:

- a. Remove and replace all public improvements damaged by construction per City
Engineer's requirements; and

- 1 b. Repair and/or replace any abutting substandard or damaged public improvements
2 as required by the City Engineer.
3 c. Install all new driveways per City Engineer's requirements; and

4 17. That a Tentative Parcel Map or Lot Line Adjustment application be submitted prior to the
5 issuance of Building Permits to consolidate the existing two (2) parcels, 6323-021-031
6 and 6323-021-032, into one (1) parcel.

7 18. That all signs on the site be installed in compliance with the City's sign regulations and
8 Center Sign Program and that approval be obtained through a Sign Design Review prior
9 to installation.

10 19. That the applicant comply with the requirements of County Sanitation District of Los
11 Angeles.

12 20. That the applicant comply with all of the provisions of Title 7, Chapter 9 of the Huntington
13 Park Municipal Code relating to Storm Water Management. The applicant shall also
14 comply with all requirements of the National Pollutant Discharge Elimination System
15 (NPDES), Model Programs, developed by the County of Los Angeles Regional Water
16 Quality Board. This includes compliance with the City's Low Impact Development (LID)
17 requirements.

18 21. That the entitlement shall expire in the event that it is not exercised within one (1) year
19 from the date of approval, unless an extension has been granted by the Planning
20 Commission.

21 22. That the entitlement shall be subject to review for compliance with conditions of the
22 issuance at such intervals as the City Planning Commission shall deem appropriate.

23 23. That any violation of the conditions of this entitlement may result in a citation or
24 revocation of the entitlement.

25 24. That this permit may be subject to additional conditions after its original issuance. Such
26 conditions shall be imposed by the City Planning Commission as deemed appropriate to
27 address problems of land use compatibility, operations, aesthetics, security, noise,
28 safety, crime control, or to promote the general welfare of the City.

29 25. That the Director of Community Development or his designee is authorized to make
30 minor modifications to the approved preliminary plans or any of the conditions if such
31 modifications shall achieve substantially the same results, as would strict compliance
32 with said plans and conditions.

33 26. That the applicant and property owner agree in writing to the above conditions.

34 **SECTION 7:** This resolution shall not become effective until 15 days after the date
35 of decision rendered by the Planning Commission, unless within that period of time it is

1 appealed to the City Council. The decision of the Planning Commission shall be stayed
2 until final determination of the appeal has been effected by the City Council.

3 **SECTION 8:** The Secretary of the Planning Commission shall certify to the adoption
4 of this resolution and a copy thereof shall be filed with the City Clerk.

5 //
6 //
7 //
8 //
9 //
10 //
11 //
12 //
13 //
14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

1 significant effect on the environment and has prepared a Mitigated Negative Declaration for
2 the project. The Mitigated Negative Declaration (MND) was prepared in accordance with the
3 California Environmental Quality Act (CEQA), Article 1. Sec. 15000 et. seq..

4 **WHEREAS**, the proposed amendment to the General Plan Land Use Map is in the
5 best interest and furtherance of the public health, safety, and general welfare; and

6 **WHEREAS**, all persons appearing for or against the recommendation to adopt the
7 amended General Plan Land Use Map were given the opportunity to be heard in connection
8 with said matter; and

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

11
12 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
13 **DOES RESOLVE AS FOLLOWS:**

14
15 **SECTION 1:** The recitals set forth herein above are adopted as findings of fact by
16 the City Council.

17 **SECTION 2:** The General Plan Land Use Map of the City of Huntington Park is
18 hereby amended as and attached hereto as Exhibit "A."

19 **SECTION 3.** The City Council hereby finds that the amendment to the General Plan
20 Land Use Map is consistent with the City's General Plan, and the land use element included
21 therein.

22 **SECTION 4.** Adoption of this Resolution does not become effective unless
23 Ordinance No. _____, which amends the Official Zoning Map of the City of Huntington Park
24 is adopted by the City Council.

25 **SECTION 5:** The City Clerk shall certify to the adoption of this Resolution.
26
27
28

1 **PASSED, APPROVED, AND ADOPTED** this ____ day of _____, 2015.

2

3

CITY OF HUNTINGTON PARK

4

5

6

Rosa E. Perez, Mayor

7

8

ATTEST:

9

10

City Clerk

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **WHEREAS**, Upon completion of the Environmental Assessment Initial Study, the City
2 of Huntington Park has determined that with mitigation the proposed project will not have a
3 significant effect on the environment and has prepared a Mitigated Negative Declaration for
4 the project. The Mitigated Negative Declaration (MND) was prepared in accordance with the
5 California Environmental Quality Act (CEQA), Article 1. Sec. 15000 et. seq..

6 **WHEREAS**, the newly revised Zoning Map will reflect a minimal decrease in Public
7 Facilities zoned areas and a minimal increase in Commercial General zoned areas; and

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

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

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

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

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

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

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

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

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

1 **PASSED, APPROVED, AND ADOPTED** this ____ day of _____, 2015.

2

3

CITY OF HUNTINGTON PARK

4

5

Rosa E. Perez, Mayor

6

7

ATTEST:

8

9

10

Donna G. Schwartz, CMC
City Clerk

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28



CITY OF HUNTINGTON PARK

City Managers
City Council Agenda Report

January 20, 2015

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

Dear Mayor and Members of the City Council:

DISCUSSION OR ACTION ON THE OFF STREET PARKING LOTS AND OVERNIGHT PARKING PERMIT PILOT PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Discussion and or action of the Off Street Parking lots and Overnight Parking Permit Pilot Program

BACKGROUND

On October 6, 2014, staff presented a pilot program for parking in the downtown area. The major reason for consideration of the parking pilot program was largely to address overnight parking issues, merchants and students take up a significant number of parking spaces, which reduces supply for shoppers.

As a result, staff made the following recommendations:

- Change parking meter enforcement to start at 10 am (i.e., 10 am to 8 pm).
- Impose 4 hour parking limit during the day
- Require overnight parking permits for all City parking lots.

The key consideration for making these proposed changes were the additional cost to the City to implement and manage the parking lots. Staff has developed a plan, in conjunction with Parking Company of America (PCA), which would enable the City to manage the 4 hour parking limit and administer an overnight parking permit program without additional planned costs to the City.

PCA has proposed to

- Administer the Parking Permit Process
- Enforcement of 4 hour parking limit
- Enforcement of overnight parking

DISCUSSION OR ACTION ON THE OFF STREET PARKING LOTS AND OVERNIGHT PARKING PERMIT PILOT PROGRAM

January 20, 2015

Page 2 of 3

PCA is selling monthly parking permits at City Hall for \$30 per month. In addition, they are selling a limited number of \$20 monthly student / employee parking passes (at select lots). PCA will also provide the personnel that will enforce the 4 hour parking limit and overnight parking permits at all City-owned parking lots. PCA will issue parking citations, but City (through Duncan Solutions) will be responsible for the collection of fees.

PCA will effectively monitor the parking lots 24 hours a day. PCA will issue three types of parking permits:

1. Daytime permits: 8 am to 8 pm
2. Overnight permits: 8 pm to 8 am
3. All day permits (\$45 per month)

PCA will formally implement the overnight parking permits on February 1st. PCA "transition" period was during the month of November through January, advertising the coming changes, and issuing "warning" tickets.

In addition, PCA has been and is in the process of managing paid parking at the City's two other parking structures located at 6330 Rugby Avenue (100 spaces) and 6535 Rugby Avenue (130 spaces). PCA will commence management of paid parking at these structures, on or about February 1st.

FISCAL IMPACT/FINANCING

Below is a breakdown of number of parking permits sold by PCA:

Student/Employee:	284	\$5,680
Daytime:	11	\$ 330
Nighttime:	8	\$ 240
<u>24-Hour</u>	<u>103</u>	<u>\$4,635</u>
Total	406	\$10,855

FACTS AND PROVISIONAL LEGAL REQUIREMENTS

PCA and the City have been outreaching to the residents, merchants, and property owners on the changes to the public parking lots. Staff has received 30 comments, questions, complaints, concerns and suggestions via email through the City website in addition to the phone calls.

The major concerns and complains include:

1. Cost for student/employee parking fee of \$20
2. Charters School concerns on the cost for the employee parking fee of \$20
3. Business interest in buying a group rate for employees and customers
4. Special accommodation for privately owned public parking lots

**DISCUSSION OR ACTION ON THE OFF STREET PARKING LOTS AND OVERNIGHT
PARKING PERMIT PILOT PROGRAM**

January 20, 2015

Page 3 of 3

CONCLUSION

Provide staff with direction to address the requests from the community affected by the new change in the public parking lots. Staff will continue monitoring the program for effectiveness.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

None



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

January 20, 2015

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

Dear Mayor and Members of the City Council:

FIRST READING OF AN ORDINANCE TO AMEND THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE REGARDING CONTAINMENT OF GARBAGE AND TRASH ON PREMISES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Introduce Ordinance 937-NS, Amending Section 6-2.105 of Article 1 of Chapter 2 of Title 9 of the Huntington Park Municipal Code regarding containment of garbage and trash on premises.

BACKGROUND

This ordinance will amend the existing trash ordinance to strengthen an existing provision that prohibits property owners and tenants from using any trash container other than their assigned, approved containers. To address merchants wrongfully using trash containers intended for the public on sidewalks, the ordinance adds the phrase:

"...including City-owned containers located in public areas for the use of the public to control litter."

This information will be disseminated to existing merchants on Pacific Blvd.

FISCAL IMPACT/FINANCING

Expected fines will be \$100; enforcement is expected to be limited and only in cases where significant violations exist.

FIRST READING OF AN ORDINANCE AMENDING SECTION 6-2.105 OF ARTICLE 1
OF CHAPTER 2 OF TITLE 6 OF THE HUNTINGTON PARK MUNICIPAL CODE
REGARDING CONTAINMENT OF GARBAGE AND TRASH ON PREMISES

January 20, 2015

Page 2 of 2

CONCLUSION

Based on the aforementioned, staff recommends that the City Council approve the first reading of the proposed ordinance. If approved, the second reading and final adoption will be scheduled for a subsequent City Council meeting.

Respectfully submitted,



JULIO F MORALES
Interim City Manager

ATTACHMENTS

A: Ordinance

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDINANCE NO. 937-NS

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK, CALIFORNIA,
AMENDING SECTION 6-2.105 OF ARTICLE 1 OF
CHAPTER 2, TITLE 6 OF THE HUNTINGTON PARK
MUNICIPAL CODE REGARDING CONTAINMENT OF
GARBAGE AND TRASH ON PREMISES**

WHEREAS, the City Council finds that maintaining a clean City serves the health, safety, and welfare of the community; and

WHEREAS, the City Council finds that wrongful use by merchants of City-owned trash containers located in public areas harms the health, safety, and welfare of the community; and

WHEREAS, the City Council desires to strengthen and enhance existing regulations to address this problem; and

WHEREAS, the following chapters of the City of Huntington Park Municipal Code, among others, regulate the containment, placement, collection, and disposal of solid waste: Chapter 11 (Nuisances) of Title 5 (Public Welfare, Morals, and Conduct); and Chapter 2 (Garbage and Rubbish) of Title 6 (Sanitation and Health); as amended in 2014 by Ordinance No. 934-NS; and

WHEREAS, Sections 5-11.05.1, 6-2.100, and 6-7.03 of the Huntington Park Municipal Code and Section 40191 of California Public Resources Code consistently define "Solid Waste" to include garbage, trash, refuse, paper, rubbish, industrial wastes, and demolition and construction wastes, but not hazardous waste; and

WHEREAS, Huntington Park Municipal Code Section 6-2.105 requires the owner, occupant or person in possession, charge or control of any premises to place all solid waste generated on the premises in on-site approved containers; and

1 **WHEREAS**, it is the purpose and intent of this Ordinance to promote the health,
2 safety, and general welfare of the residents and businesses within the City.

3 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
4 **ORDAINS AS FOLLOWS:**

5
6 **SECTION 1.** Subpart (a) of Huntington Park Municipal Code Section 6-2.105
7 (Containers) is hereby amended to read:

8
9 (a) Every owner, occupant or person in possession, charge or control of any premises
10 within the City shall deposit or cause to be deposited all solid waste generated or
11 accumulated on such premises, and intended for collection and disposal, in sealed,
12 watertight bins, carts, rolloff boxes or other containers that are either: (1) provided by, or
13 acceptable to, a franchisee; or (2) approved by the City Manager for self-hauling purposes
14 pursuant to this chapter. No owner, occupant or person in possession, charge or control of
15 any premises shall utilize a bin, cart, rolloff box or other container not in conformance with
16 the requirements hereof for the collection, accumulation or storage of solid waste, including
17 City-owned containers located in public areas for the use of the public to control litter.

18
19 **SECTION 2.** Adoption and implementation of this ordinance is not subject to the
20 California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(2) of the
21 CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 et seq.) (activity will not result in a
22 direct or reasonably foreseeable indirect physical change in the environment), and it is
23 exempt pursuant to CEQA Guidelines section 15061(b)(3) because the City Council finds
24 no possibility that the adoption of this ordinance will have a significant effect on the
25 environment.

26 **SECTION 3.** Should any provisions of this ordinance be determined to be invalid
27 or unconstitutional, all other provisions shall remain in full force and effect as approved.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION 4. The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the same to be published as prescribed by law.

PASSED, APPROVED AND ADOPTED this _____ day of **February, 2015**.

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk