

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Monday, March 2, 2015

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

Rosa E. Perez
Mayor

Valentin Palos Amezquita
Vice Mayor

Ofelia Hernandez
Council Member



Mario Gomez
Council Member

Karina Macias
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.

This is the only opportunity for public input except for scheduled public hearing items. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of the meeting.

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 to Agenda

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

Important Notice

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

“Certificates of Appreciation” to Volunteer Leaders throughout the Southeast Cities who were very involved in the LAUSD New School Construction and Modernization Program

Proclamation for “Multiple Sclerosis Awareness Month” for the month of March presented to Sandra Orozco

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. Pursuant to Government Code Section 54956.9(d)(4) - Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation (Deciding Whether to Initiate Litigation): [One (1) potential matter]

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

1. Approve Minutes of the following City Council Meeting:

- 1-1 Regular City Council Meeting held Monday, February 2, 2015
- 1-2 Special City Council Meeting held Thursday, February 5, 2015

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated March 2, 2015

CITY MANAGER

3. Approve Agreement with Los Angeles County Metropolitan Transportation Authority (MTA) for Installing Transit Access Pass (TAP) Card Readers on COMBI Shuttles

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve the Cooperative Transit Access Pass ("TAP") Participant Agreement;
- 2. Approve the TAP Mobile Validator License Agreement; and
- 3. Authorize the Interim City Manager to execute the agreements.

COUNCIL

4. Approve Resolution in Support of the Los Angeles Air Force Base (LAAFB) and the Space and Missile Systems Center (SMC)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Waive further reading and adopt Resolution 2015-11, In Support of the Los Angeles Air Force Base (LAAFB) and the Space and Missile Systems Center (SMC).

END OF CONSENT CALENDAR

PUBLIC HEARING

COMMUNITY DEVELOPMENT

- 5. Council to Consider the City of Huntington Park's Housing and Community Development Needs in Preparation of the Fiscal Year (FY) 2015/16 – 2019/20 Consolidated Plan and FY 2015/16 Annual Action Plan**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing to consider the city's housing and community development needs for the City's Five Year Consolidated Plan covering FY 2015/16 -2019/20 and the associated FY2015/16 Annual Action Plan;
2. Take public testimony; and
3. Receive and file this report along with any comments made by the Mayor and City Council and residents during the public hearing, for inclusion in the Five Year Consolidated Plan for FY 2015/16 – 2019/20 and FY 2015/16 Annual Action Plan.
 - a. The Mayor and City Council are asked to each individually comment on what they believe are Huntington Park's housing and community development needs.

REGULAR AGENDA

COMMUNITY DEVELOPMENT

- 6. Discussion/Action on Chamber of Commerce Request for Assistance**

CITY MANAGER

- 7. Authorize Formation of City Working Group to Address Illegal Dumping Issues**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim City Manager to form a working group to address illegal dumping issues in the City.
- 8. Discussion/Action regarding Agreement with California Consulting**

REGULAR AGENDA (continued)

9. **Approve Resolution Appropriating \$75,000 and Establishing a General Fund Account No. 111-8030-461.56-42 for Costs Associated with the City's Stormwater Permit**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-10, Appropriating \$75,000 and Establishing a General Fund Account 111-8030-461.56-42 for costs associated with the City's Stormwater Permit.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Mario Gomez

Council Member Ofelia Hernandez

Council Member Karina Macias

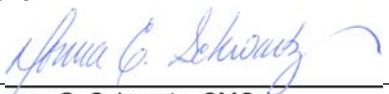
Vice Mayor Valentin Palos Amezcuita

Mayor Rosa E. Perez

ADJOURNMENT

THE CITY OF HUNTINGTON PARK CITY COUNCIL WILL ADJOURN TO A REGULAR MEETING ON MONDAY, MARCH 16, 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 26th February, 2015.



Donna G. Schwartz, CMC
City Clerk

MINUTES
Regular Meeting of the
City of Huntington Park City Council
Monday, February 2, 2015

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:07 p.m. on Monday, February 2, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Rosa Perez presiding.

ROLL CALL

Present: Mayor Rosa E. Perez; Vice Mayor Karina Macias and Council Members Valentin Palos Amezcuita, Ofelia Hernandez and Mario Gomez. Other City Officials and employees: John Ornelas, Interim City Manager, Isabel Birrueta, City Attorney, Jorge Cisneros, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director and Jessie Gomez, Jr. Deputy City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Cynthia Orosco, Liberty Blvd. Elementary

INVOCATION

The invocation was led by Mayor Perez.

PRESENTATIONS AND ANNOUNCEMENTS

At 6:11 p.m. Mayor Perez moved this item before the close of the Public Financing Authority adjourned - Council presented a "Certificate of Appreciation" to Cynthia Orosco for leading the Pledge of Allegiance.

At 6: 13 p.m. Mayor Perez convened to the regular meeting of the City Council.

Not presented - Presentation on the "7th Annual Health Walk to Reduce Obesity"

Christina Dixon, City of Huntington Park, Staff Analysis, Public Works Department, presented an update and provided information on the 2015 Fruit Tree Distribution Program.

PUBLIC COMMENT

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

1-7. Gloria Rodriguez, Norma Santiago, Yolanda Garcia, Ariadna Martinez, Jorge Corona, Ana Sanchez (crossing guard), Alanis Rodriguez, residents, all spoke in support of Aspire Pacific Academy, voicing concerns about the high volume of traffic on Pacific Boulevard and the safety of the pedestrians crossing and presented to Council a petition for a traffic/crossing light at this location.

PUBLIC COMMENT (continued)

8. Alex Reynoso, resident, spoke in regards to campaigning with respect to mailing.
9. Nick Ioannidis, resident, commented on elected officials and his life in the city.
10. Jorge Sepulveda, resident, commented on sidewalk sales, sales events, a business plan he has and asked Council to support the private organizations.

Mayor Perez directed Interim City Manager Ornelas to speak with Mr. Sepulveda with regards to his plan and to schedule a meeting with staff and Mr. Sepulveda.

11. Isaias Oswaldo Quijada, resident, spoke in regards to parking and crime on Rugby Avenue and asked Council for help.
12. Ana Lilia Arechiga, business owner, Restoran El Chamisal, spoke against permit parking and crime on Rugby Avenue.
13. David Sanchez, resident, spoke against the fee for permit parking and noted a ticket he received.
14. Richard Santillan, resident, also spoke against the permit parking fee, suggested charging during city events and commented on the current trash issue.
15. Sandra Orozco, Maywood resident, announced an event that had happened to her, invited Council to a ground breaking ceremony at South Region High School #8 in Maywood, recognized Council Member Gomez and Olivarez Madruga, Law Office for their sponsorship, noted a space to be reserved for disabled and a proclamation for the Muscular Dystrophy Society.
16. Henry Garcia, business owner, spoke in regards to elections, voting, campaigning and feels a candidate should live in Huntington Park for at least 7 years in order to run.
17. Ivonne Correal, resident, recognized the people who volunteered for the homeless count including herself. She commented on the landlords who lease to marijuana dispensers and the code of ethics for elected officials.
18. Rodolfo Cruz, resident, spoke in regards to elections and feels that those who run for council should live in the city for at least 7 years. He would like to see the city support youth and the elderly.

Mayor Perez asked City Attorney Birrueta to look into a resident requirement during elections. Ms. Birrueta stated that state law does have requirements for campaigns but that it's up to the City to pass any laws that would be in conflict with state laws. Mayor Perez asked City Attorney Birrueta to bring the information back at a later date. Council Member Gomez suggested, as a compromise, that the City pass an ordinance that requires potential candidates to state how long they have lived in the City.

PUBLIC COMMENT (continued)

19. Betty Retama, resident, feels a law should be passed with regard to people who want to run for council and their residency status. She commented on the fees for the candidate statements being too high.
20. George Franco, resident, spoke in regards to Mr. Sanchez receiving a parking ticket.
21. Edgar Gordillo, resident, would like to see the city pass a 7 year residency law for people running for council. He asked if the city can help the homeless and acknowledged the clean-up event on Pacific Boulevard.
22. Elizabeth Diaz, resident, commented on the current trash receptacles being distributed, parking fees and issues that occurred during the grand opening of the soccer fields.
23. Ricardo Gastelum, resident, spoke in regards of the parking issue and would like to see a committee formed to keep the residents informed.
24. Rosa Meza, resident, stated that her grand kids had attended a council meeting for extra credit for school and had experienced the public disrespecting each other.
25. Francisco Rivera, resident, thanked those who volunteered to help clean-up Pacific Boulevard, requested the city bring in another street cleaning company, commented on too many banners and signs in front of the businesses and asked that the city revisit the requirements for signs.
26. Rafaela Hernandez, resident, commented on the parking permit fees and tickets that are being given.

STAFF RESPONSE

Interim City Manager Ornelas responded to the many comments regarding the parking permit program, stating that the item is on the agenda this evening for discussion that staff will be requesting to put the pilot program on hold and that permits are no longer being issued, City will stop charging for parking, signs will be removed and the parking issue will be relooked at and brought back at a later time and that all funds that were collected for parking permits will be refunded.

Mayor Perez stated that studies will be performed in different areas in the City regarding parking to see how this can be addressed.

Chief Cisneros responded to the comments regarding the safety of crossing guards and the pedestrian cross walk on Pacific Boulevard, a ticket an individual received and crime in the City. Mr. Cisneros stated that the City has a contract for crossing guards and will be addressing the issue, additionally we have a Traffic Authority who can make the determination before changes can be made. He stated that cameras will be placed in the City parking lots. In regards to the ticket that was given to the individual, if the person was

in the vehicle it is a moving violation but there is a due process if the person feels they shouldn't have been given the ticket.

Parks and Recreation Director Espinosa responded to the comment of the grand opening event for the soccer fields. Ms. Espinosa explained that there were numerous people who attended the event including different soccer organizations who were allowed to play on the fields after the event.

Council Member Gomez would like Council to respect the audience and give them their time and attention.

At 7:47 p.m. Mayor Perez recessed to closed session.

CLOSED SESSION

1. Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) - Conference with Legal Counsel – Anticipated Litigation/Significant Exposure to Litigation: [One (1) potential matter]
2. Pursuant to Government Code Section 54956.9(d)(4) - Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation (Deciding Whether to Initiate Litigation): [One (1) potential matter]
3. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(3) - Conference with Legal Counsel to Discuss Matter Involving Anticipated Litigation/Significant exposure to litigation – [One (1) potential case]

At 8:28 p.m. Mayor reconvened to open session. All Council Members present with the exception of Council Members Amezquita and Gomez who took a brief break.

CLOSED SESSION ANNOUNCEMENT

City Attorney Birrueta announced that Council discussed Closed Session items 1 through 3, direction was given on all items, no action taken

CONSENT CALENDAR

Motion: Council Member Hernandez motioned to approve consent calendar items, seconded by Vice Mayor Macias. Motion passed unanimously by one motion (Council Members Amezquita and Gomez were not yet in the Chambers at this time).

OFFICE OF THE CITY CLERK

1. Approved Minutes of the following City Council Meeting:

- 1-1 Regular City Council Meeting held Monday, January 5, 2015
- 1-2 City Council Special Meeting held Tuesday, January 20, 2015

COMMUNITY DEVELOPMENT

2. Waived further reading and Adopted 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.
3. Waived further reading and Adopted Ordinance 938-NS, Amending the Zoning Map Designation from Public Facilities (PF) to Commercial General (CG) for Property Located at 3111 Florence Avenue.

FINANCE

4. Approved Accounts Payable and Payroll Warrants dated February 2, 2015

PUBLIC WORKS

5. Waived further reading and Adopted Ordinance 937-NS, 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.

CITY MANAGER

6. Approved amendment to the agreement with Michael Chee for public information officer services (PIO) and authorized the Interim City Manager to execute the amendment.
7. Approved Employment Agreement for Public Works Superintendent.
8. Authorized the Interim City Manager to enter into a Professional Services Agreement with Bob Murray & Associates for executive search services for the position of City Manager.

END OF CONSENT CALENDAR

At 8:28 p.m. Council Member Amezcua returned. At 8:29 p.m. Council Member Gomez returned.

REGULAR AGENDA

PARKS AND RECREATION

9. **Approve Facility Use Permit and Request for Fee Waiver for the American Cancer Society's "Relay for Life" Event**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Facility Use Permit for the American Cancer Society's "Relay for Life" Event; and
2. Consider waiving facility fees for the event.

Parks and Recreation Direct Espinosa presented the report and spoke in support of staff's recommendation.

Motion: Council Member Gomez motioned to approve the Facility Use Permit for the American Cancer Society's "Relay for Life" Event and approved to waive facility fees for the event, seconded by Vice Mayor Macias. Motion passed unanimously by one motion.

CITY MANAGER

10. **Approve Termination of Parking Management Agreement with Parking Company of America**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim City Manager to issue a written notice to terminate the Parking Management Agreement with Parking Company of America.

Interim City Manager Ornelas presented the report stating staff is recommending that this item be tabled in order to revisit areas in the City. Staff will need to notify the public of the termination of the pilot program and refund the parking permit fees.

Council Member Gomez asked if there was any potential litigation.

City Attorney Birrueta stated there is an ability to terminate the agreement based on a 30-day notice and the agreement is between the City and Parking Company of America which was approved by Council and reviewed by separate Council not by Olivarez Madruga. She noted she cannot give legal advice because Olivarez Madruga had previously represented Parking Company of America and therefore it would be a conflict of interest and will let the Interim City Manager discuss the provision in the agreement that will allow the City to terminate the contract.

Mayor Perez clarified that this termination is only for the pilot parking program.

REGULAR AGENDA ITEM 10 (continued)

Council Member Gomez feels that if the City terminates the contractual obligation it may or may not have, needs to be discussed with a third party Attorney.

Interim City Manager Ornelas stated it's a simple agreement the City has 30 days to provide termination without cause. The purpose for the briefing in closed session was for potential litigation anytime you terminate an agreement. To clarify it is the management agreement only.

Motion: Council Member Gomez motioned to authorize the Interim City Manager to issue a written notice to terminate the Parking Management Agreement with Parking Company of America, seconded by Council Member Amezcuita. Motion passed unanimously by one motion.

11. Update on United Pacific Waste (UPW) Contract Monitoring

Interim City Manager Ornelas informed Council that Staff has reviewed the monitoring contract with HF&H and has scheduled a meeting to discuss their obligation. Mr. Ornelas also noted that Waste Management, United Pacific Waste and the City's Public Works Department are all working together to resolve the current issues due to the recent new trash hauler transition. He announced that a representative from UPW was in attendance to answer any questions.

Council Member Gomez noted previously that Council requested UPW give them bi-monthly reports.

City Attorney Birrueta explained that HF&H will be monitoring the UPW contract, prepare a compliance matrix to be reviewed at meetings with UPW and City, provide a summary of UPW contract requirements, create a check list of requirements to monitor, provide a data base to monitor solid waste values tonnage reported by UPW, evaluate all reports submitted by UPW, track UPW's progress in compliance with the laws, track new applicable regulations and conduct meetings with City staff and UPW.

Mayor Perez requested that Council receive copies of the HF&H contract.

Interim City Manager Ornelas stated that staff requested from HF&H the form they will be using to monitor UPW.

Vice Mayor Macias mentioned that she seen on the warrant register an amount paid to HF&H.

Interim City Manager Ornelas stated that the contract shows they may be paid up to a maximum of \$101,000 and they were paid \$50,000 up front.

Council Member Gomez stated it was UPW that paid them.

REGULAR AGENDA ITEM 11 (continued)

Assistant to the City Manager Bueno explained that \$50,000 was paid for the negotiation and preparation of the agreement and the Request for Proposal preparation and the City has not paid anything.

Michael Kandilian, Representative from UPW, stated they are paying HF&H as part of their contract and informed Council that UPW will be sending an email to Waste Management tomorrow requesting them to remove their containers.

Council Member Gomez feels Waste Management should pick up their containers.

Interim City Manager Ornelas stated that Waste Management was still owed \$270,000 by the City but before the City makes these payments Waste Management was contacted and told they needed to immediately pick up their containers before future payments were made.

Council Member Hernandez feels the residents should be notified as to when these containers will be picked up.

Interim City Manager Ornelas stated the containers will be picked up once the routes are set.

Mr. Kandilian reassured Council the containers will be picked up and that complaints have been minimal. He also stated the UPW and Waste Management have been communicating.

Vice Mayor Macias asked Mr. Kandilian if the bulky items are being picked up. Mr. Kandilian stated that the bulky items will be picked up on the scheduled day but that bulky items are still being picked up.

Mayor Perez stated that keeping track of bulky items will be difficult and asked if UPW will continue to work with the residents. Mr. Kandilian stated that the amount to dump the bulky items has been high but the pickups will continue but at some point we can't just keep spending the monies.

City Attorney suggested she meet with a representative from UPW to discuss illegal dumping but that it is in the contract for the City to call UPW to pick up illegal dumping.

Council Member Gomez mentioned he asked previously to agendize illegal dumping. Mayor Perez stated it was mentioned but wasn't requested to be agendized but noted to staff to add to next agenda.

Council Member Amezcuita agrees to agendize illegal dumping. He asked Mr. Kandilian about the commercial trucks that will be used and asked if it was going to be 8 trucks. Mr. Kandilian stated yes.

REGULAR AGENDA ITEM 11 (continued)

Council Member Gomez commented about an article in the Los Angeles times stating that a Council Member had given UPW over 100 complaints and asked Mr. Kandilian if this was true. Mr. Kandilian responded no but that he was given about 30 complaints.

Mayor Perez noted that Vice Mayor Macias had given him some complaints at the previous meeting. Vice Mayor Macias stated it was about 20 or 30 but not over 100 but that she had received about 100 phone calls of people complaining.

Council Member Hernandez questioned when will the residents receive a bill? Mr. Kandilian presented a PowerPoint slide showing the schedule of when the payments would be mailed.

Interim City Manager Ornelas commented on the schedule noting the confusion it will cause to the residents. He suggested we explain it thoroughly to the Council so if questioned by the public you will be able to provide the information.

Council Member Gomez stated with Council and Staff's support we'll be able as a City as a whole be able to provide the info to the residents.

Mayor Perez feels the billing needs to be clear.

Council Member Amezcuita noted that the billing may appear to the resident they are being billed twice but in fact it is two months billing.

Assistant to the City Manager Bueno added there is going to be two more billings one from the trash hauler and the other will be from the City for 11 days of service.

Council Member Amezcuita asked UPW about the collection of fees. Mr. Kandilian explained that UPW will be following the same schedule as the City's billing cycle for water.

Council Member Gomez noted that the residents will be billed from the new trash hauler as opposed to being billed by the City.

Council Member Hernandez suggested announcing it on the City's marquee.

Mr. Kandilian mentioned that commercial bills have already went out. Calls have been received, some complaints and others asking who we are.

Mayor Perez announced that Channel 22 took a tour of the City and nothing to report. She acknowledged staff and their support in cleaning-up Pacific Boulevard in the early morning but by the afternoon it looks as though it wasn't cleaned. She noted in the alley's there's a lot of illegal dumping and thanked UPW for all their hard work.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita – stated to his recollection there must be Council approval to use the City Seal and suggested to watch the video on what the Council previously allowed. Mr. Amezquita questioned the residency of Vice Mayor Macias during the 2013 elections.

Council Member Mario Gomez – thanked Chief Cisneros for his informational talk, as a guest speaker at a conference in Santa Barbara, the subject being about the City's camera system. He commented on a flyer that was distributed for campaigning purposes that has the City's seal on it. He mentioned it is not allowed to be used without written consent by City Council, to be respected, not to be used by personal gain. The City does not endorse any of the candidates. He feels Vice Mayor Macias stepped over the line. Mr. Gomez continued on the fact that the City seal is not to be used except by Council approval. Mr. Gomez asked to agendaize the use of the City Seal at the next meeting. Mr. Gomez thanked Sandra Orozco for the certificate she presented to him.

Council Member Ofelia Hernandez – excused herself at 9:10 p.m.

Vice Mayor Karina Macias – spoke in response to Council Member Gomez's comments and feels she did nothing wrong. She responded to Council Member Amezquita's response stating she lives in Huntington Park and has been. She stressed the importance of how she feels about the City.

Mayor Rosa E. Perez - directed City Attorney to look into the issue and prepare a resolution. She announced that Mr. Mark Montgomery would be doing a presentation on Veteran Resources and how we can help the homeless veterans.

City Attorney Biuretta stated that it is not in the Municipal Code that specifically prohibits the use of the City Seal, a lot of cities pass resolutions and some cities an ordinance. It's clear that a Council Member can use their title for identification purposes only. FPPC is silent on the City Seal. Ms. Biuretta suggested the City attorney look into the matter bring back information and let Council decide what they want to do. She reiterated that if the City doesn't have a resolution to guide Council the Council can prepare a resolution if they so choose too.

ADJOURNMENT

At 9:28 p.m. Mayor Perez adjourned the meeting in memory of Tony M. Nunez, U.S. Army Veteran of the Korean War and father of City Clerk Donna Schwartz to an Adjourned Regular Meeting of the City of Huntington Park City Council on Tuesday, February 17, 2015 at 6:00 p.m.

Respectfully submitted,

Jessie Gomez
Jr. Deputy City Clerk

MINUTES
Special Meeting of the
City of Huntington Park City Council
Thursday, February 5, 2015

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Thursday, February 5, 2015, in the Council Chamber of City Hall at 6550 Miles Avenue, Huntington Park, California; Mayor Rosa E. Perez presiding.

ROLL CALL

Present: Mayor Rosa E. Perez; Council Members: Valentin Palos Amezcuita, Mario Gomez, Ofelia Hernandez (arrived at 6:04 p.m.) and Vice Mayor Macias (arrived at 6:05 p.m.). Other City Officials and employees: John Ornelas, Interim City Manager, Isabel Birrueta, City Attorney and Jessie Gomez, Jr. Deputy City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Amezcuita.

At 6:03 p.m. Mayor Perez recessed to closed session.

At 6:04 p.m. Council Member Hernandez arrived

At 6:05 p.m. Vice Mayor Macias arrived

CLOSED SESSION

1. Pursuant to California Government Code Sections 54956.9(d)(2), 54956.9(d)3, and 54956.9(d)(4) –
Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter]

At 6:31 p.m. Mayor Perez reconvened the meeting with all Council Members present with the exception of Vice Mayor Macias who excused herself due to conflict of interest.

CLOSED SESSION ANNOUNCEMENT

City Attorney Birrueta announced direction on closed session item 1. Item 1 is to be reviewed and investigated by Special Council regarding the use of the City Seal by Vice Mayor Macias.

PUBLIC COMMENT

1. Linda Caraballo, resident; Nick Ioannidis, business owner; Betty Retama, resident; Rodolfo Cruz, resident; Henry Garcia, resident; Elba Romo, resident; Alex Reynoso, resident, Sandra Orozco, resident of Maywood; Andy Molina, resident; Emma Gutierrez, resident; Ana Peña, resident; Leticia Martinez, resident; Elba Guerrero, resident; Edgar Gordillo, resident, all commented on prior elections regarding Karina Macias and to the current issue of the use of the City Seal. Speakers feel there should be residency requirements for candidates for future elections.
2. Carlos Pando Sr., resident, also spoke in regards to the current issue of the City Seal and spoke in support of the current trash handler.

STAFF RESPONSE – None

REGULAR AGENDA

CITY ATTORNEY

1. **Consideration of a Resolution Restricting the Use of the City’s Official Seal, Logo, or Emblem**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-06 to restrict the use of the official City seal, logo, or emblem.

Motion: Council Member Amezcuita motioned to adopt Resolution No. 2015-06 restricting the use of the official seal, logo, or emblem of the City, seconded by Council Member Gomez. Motion passed by the following vote with requested corrections:

ROLL CALL:

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

Council Member Amezquita – made mention of Government Code Section 34501.5 pertaining to use of the City Seal and read poems by Emily Dickenson and from an anonymous source.

Council Member Gomez - noted for the record that the issue regarding the City Seal will be forwarded to the District Attorney. He feels that he has done his part as a public official, voiced concern of the other candidates and supports a residency requirement for future candidates.

Council Member Hernandez – commented on the issue regarding the City Seal, apologized to the candidates, feels that the City Seal should be respected and represents honesty to the City of Huntington Park families. She closed with noting that the laws and rules of election should be followed.

Vice Mayor Macias - thanked those in attendance and spoke in support of her position and the use of the City Seal.

City Attorney Birrueta - recommended City Council to have independent council review the matter and give a legal opinion.

Mayor Perez – spoke in regards to the current issue of the City Seal, commented on the behavior at previous city council meetings and thanked the community for all their support.

ADJOURNMENT

At 7:52 p.m. Mayor Perez adjourned the meeting to an Adjourned Regular Meeting on Tuesday, February 17, 2015, at 6:00 p.m.

Respectfully submitted,

Jessie Gomez
Jr. Deputy City Clerk

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3/2/15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
ADAMSON POLICE PRODUCTS	157500	741-8060-431.43-20	POWER TAMER-VOLTAGE SENSR	102.59	N
				102.59	
ADMINISTRATIVE SERVICES COOP, INC.	322402	219-0250-431.56-45	FIESTA TAXI DIAL A RIDE	61,076.15	N
	322402	219-0250-431.56-45	ADMIN FEES	5,786.97	N
	322402	219-0250-431.56-45	PER TRIP FEES	2,244.55	N
	322402	219-0250-431.56-45	NEW CARDS FEE	100.00	N
	322402	219-0000-340.10-00	CO-PAID PER TRIP	-3,206.50	N
				66,001.17	
AFSCME COUNCIL 36	PPE 02/15/2015	802-0000-217.60-10	GEA AFSCME DUES	631.80	N
				631.80	
ALEJANDRO GOMEZ	HP-S0058	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	88.00	N
				88.00	
ALL CITY MANAGEMENT SERVICES	37879	111-7022-421.56-41	CROSSING GUARD SERVICES	4,680.09	N
				4,680.09	
ALL IN ONE	137939	111-0230-413.64-00	CALIF & FED LABOR POSTERS	289.01	N
				289.01	
ALVAKA NETWORKS	153914	111-7010-421.56-41	NETWORK MANAGEMENT-PD	1,220.00	N
	154058NP	111-7010-421.56-41	NETWORK MANAGEMENT-PD	5,161.25	N
	153935	111-7010-421.56-41	NETWORK MANAGEMENT-PD	5,289.00	N
	153991SA	111-7010-421.56-41	NETWORK MANAGEMENT-PD	900.00	N
				12,570.25	
AMERI PRIDE UNIFORM SERVICES INC	1401025467	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	107.09	N
	1401025467	741-8060-431.16-20	LAUNDRY/RENTAL SERVICE	16.05	N
	1401030614	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	107.09	N
	1401030614	741-8060-431.16-20	LAUNDRY/RENTAL SERVICE	16.05	N
	1401035661	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	107.09	N
	1401035661	741-8060-431.16-20	LAUNDRY/RENTAL SERVICE	16.05	N
	1401040731	741-8060-431.16-20	LAUNDRY/RENTAL SERVICE	16.05	N

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	1401040731	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	107.09	N
	1401000232	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	113.43	N
	1401000232	741-8060-431.16-20	LAUNDRY/RENTAL SERVICE	16.05	N
				622.04	
AMERICAN FAMILY LIFE ASSURANCE	PPE 02/15/2015	802-0000-217.50-40	CANCER INSURANCE	106.58	N
				106.58	
AMERICAN RENTALS INC	354206	226-9010-419.74-10	CANOPY RENTAL-GRAN PRIX	163.50	N
				163.50	
ANDREW MESSENGER	48635-6/51361	111-0000-228.20-00	DEPOSIT REFUND-SOFTBALL	26.00	N
				26.00	
ANGELA CORNEJO	1673	111-0110-411.66-05	PASTRIES-ICFA MEETING	7.00	N
				7.00	
ANGELICA RODRIGUEZ	50882/51349	111-0000-347.20-00	REFUND-YOUTH BASEBALL	60.00	N
				60.00	
ARROYO BACKGROUND INVESTIGATIONS	550	111-7010-421.56-41	BACKGROUND CHECK-PD	800.00	N
				800.00	
ASLAN RESIDENTIAL VI, HC	21625-1244	681-0000-228.70-00	WATER DEPOSIT REFUND	93.32	N
				93.32	
AT&T	6274717	111-9010-419.53-10	ACCT # C602225407777	1,762.11	N
	6274719	111-7010-421.53-10	ACCT # C602225408777	950.42	N
	6274722	681-8030-461.53-10	ACCT # C602225411777	19.43	N
				2,731.96	
AT&T MOBILITY	1/7-2/6/15	111-9010-419.53-10	ACCT # 832-433-777	1,132.30	N
				1,132.30	
AT&T PAYMENT CENTER	2/7-3/6/15	111-9010-419.53-10	ACCT # 337-841-4292-333-3	78.52	N

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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	2/7-3/6/15	111-9010-419.53-10	ACCT # 337-841-4289-333-8	189.59	N
	2/7-3/6/15	111-9010-419.53-10	ACCT # 335-266-3215-820-5	64.29	N
	2/7-3/6/15	111-9010-419.53-10	ACCT # 337-841-4288-333-9	98.22	N
	2/7-3/6/15	111-9010-419.53-10	ACCT # 337-841-4287-333-0	32.29	N
	2/7-3/6/15	111-9010-419.53-10	ACCT # 337-841-4286-333-1	32.29	N
	2/7-3/6/15	111-9010-419.53-10	ACCT # 337-841-4285-333-2	32.29	N
	2/7-3/6/15	111-9010-419.53-10	ACCT # 337-841-4284-333-3	32.29	N
	2/7-3/6/15	111-7010-421.53-10	ACCT # 065-101-2843-781-3	302.90	N
	12/28-1/27/15	111-7010-421.53-10	ACCT # 323-583-9713-349-1	222.77	N
				1,085.45	
AY NURSERY INC.	84042	215-6090-451.73-10	FIVE TREES & SUPPLIES	1,683.61	N
	84043	215-6090-451.73-10	FIVE TREES & SUPPLIES	1,836.21	N
				3,519.82	
BENEFIT ADMINISTRATION CORPORATION	6025849-IN	111-0230-413.56-41	ADMIN FEES-JANUARY 2015	50.00	N
				50.00	
BOB BARKER COMPANY INC.	WEB000354374	121-7040-421.56-14	JAIL SUPPLIES	714.63	N
				714.63	
CACEO	2015-2	239-7055-424.64-00	CACEO MEMBERSHIP DUES	75.00	N
	2015-1	239-7055-424.64-00	CACEO MEMBERSHIP DUES	75.00	N
				150.00	
CANON	278916	111-7022-421.61-27	PARTS & LABOR COPIER	270.00	N
				270.00	
CASA BONITA SENIOR APARTMENTS	FEBRUARY 2015	242-5098-463.73-15	TENANT BASED ASSISTANCE	9,807.58	N
	MARCH 2015	242-5098-463.73-15	TENANT BASED ASSISTANCE	9,807.58	N
				19,615.16	
CDW GOVERNMENT, INC.	SD70227	111-7010-421.61-20	IT SUPPLIES-PD	27.82	N
				27.82	

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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
CELL BUSINESS EQUIPMENT	IN1654590	111-9010-419.44-10	COPIER SERVICES	71.40	N
	IN1654590	111-0210-413.43-05	COPIER SERVICES	71.41	N
				142.81	
CENTRAL BASIN MWD	HP-JAN15	681-8030-461.41-00	WATER SERVICES JAN 2015	139,164.57	N
				139,164.57	
CHARTER COMMUNICATIONS	JAN BILL	111-9010-419.53-10	ACCT# 8245-10007-0019175	23.36	N
				23.36	
CHRISTINA L. DIXON	9/15-9/16/09	681-8030-461.64-00	REPLACE CK#165776 6/21/10	45.00	N
	5/20/2010	285-8050-432.64-00	REPLACE CK#165776 6/21/10	40.00	N
				85.00	
CITY OF H.P. PETTY CASH - FINANCE	840116583131	111-3010-415.61-20	FED EX-SHIPPING COSTS	25.06	N
	219	111-0110-411.61-20	CITY COUNCIL MTNG SUPPLY	21.99	N
	527288	111-0110-411.66-05	COUNCIL MTNG 1/5/15	21.93	N
	388	111-0110-411.66-05	POSTAGE STAMPS FOR MAIL	0.98	N
	60662	111-0230-413.61-20	LUNCH-INTERVIEW PANEL	60.80	N
	127	111-0230-413.61-20	LUNCH-INTERVIEW PANEL	8.49	N
	725	111-0110-411.61-20	POSTAGE 87 HOLIDAY CARDS	42.63	N
	373457	111-0110-411.61-20	GOLD SEALS-COUNCIL CERTIF	2.17	N
	559514	111-0230-413.61-20	LUNCH-INTERVIEW PANEL-PD	80.00	N
	8135	111-0110-411.66-05	PASTRIES & FRUIT TART	17.80	N
	8134	111-0110-411.66-05	PASTRIES & FRUIT TART	23.00	N
	141209200955	111-0230-413.61-20	BOARD PANEL REFRESHMENTS	32.66	N
	457856	111-0230-413.61-20	LUNCH-INTERVIEW PANEL-CM	80.00	N
	141202191039	111-0230-413.61-20	ROAL PANEL REFRESHMENTS	22.95	N
	7	111-0230-413.61-20	LUNCH-INTERVIEW PANEL-PD	70.00	N
	518958	111-0110-411.66-05	PASTRIES-MARIACHI LUCEROS	32.10	N
	11/17/2014	111-0110-411.61-20	SPEAKER REPLACEMENT-CC	35.00	N
				577.56	
CITY OF HUNTINGTON PARK - STANDARD	PPE 02/15/2015	802-0000-217.50-70	STANDARD LIFE INSURANCE	749.78	N

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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				749.78	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 02/15/2015	802-0000-217.30-30	MEDICAL REIMBURSEMENT 125	424.00	N
				424.00	
CITY OF HUNTINGTON PARK GEA	PPE 02/15/2015	802-0000-217.60-10	GEA PRE PAID LEGAL DUES	126.25	N
				126.25	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 02/15/2015	802-0000-217.60-50	LEGAL SHIELD	147.16	N
				147.16	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 02/15/2015	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,554.94	N
				1,554.94	
COUNTY OF L.A. PUBLIC LIBRARY	OCT-DEC 2014	239-5210-463.57-86	AFTERSCHOOL HOMEWORK PGRM	1,106.17	N
				1,106.17	
D&R OFFICE WORKS, INC.	96275-IN	111-1010-411.43-05	MESH BACK CHAIR/BLACK	239.81	N
				239.81	
DAILY JOURNAL CORPORATION	B2662586	111-0120-413.54-00	PUBLIC NOTICE-ZONE CHANGE	256.20	N
	B2702536	111-5010-419.54-00	PUBLICATION ITEMS-CC	214.20	N
	B2711570	111-5010-419.54-00	PUBLICATION ITEMS-CC	75.60	N
	B2711514	111-5010-419.54-00	PUBLICATION ITEMS-CC	79.80	N
	B2706941	111-1010-411.31-10	PUBLICATION ITEMS-CC	222.60	N
	B2711511	111-1010-411.54-00	PUBLICATION ITEMS-CC	88.20	N
	B2706926	111-1010-411.54-00	PUBLICATION ITEMS-CC	75.60	N
				1,012.20	
DAPPER TIRE CO.	41317953	741-8060-431.43-20	6 TRAILER TIRES	552.27	N
	41554784	741-8060-431.43-20	6-PD VEHICLE TIRES	715.32	N
				1,267.59	
DATA TICKET INC.	56677	239-7055-424.56-41	CITATION PROCESSING-PD	587.00	N
	52202	239-7055-424.56-41	CITATION PROCESSING-PD	141.00	N

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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	57512	239-7055-424.56-41	CITATION PROCESSING-PD	38.00	N
				766.00	
DE LAGE LANDEN	44401815	111-9010-419.44-10	COPIER LEASE-HR & ADMIN	128.10	N
	43678016	111-9010-419.44-10	COPIER LEASE-HR & ADMIN	128.10	N
	42955091	111-9010-419.44-10	COPIER LEASE-HR & ADMIN	128.10	N
	44519858	111-7010-421.44-10	COPIER LEASE-CITY CLERCK	685.56	N
				1,069.86	
DELTA DENTAL	BE001041943	746-0214-413.52-70	DELTA DENTA- DPO FEB 2015	877.55	N
	BE001041943	802-0000-217.50-20	DELTA DENTA- DPO FEB 2015	7,741.65	N
				8,619.20	
DELTA DENTAL INSURANCE COMPANY	BE001039391	746-0214-413.52-70	DELTA CARE-PMI FEB 2015	193.18	N
	BE001039391	802-0000-217.50-20	DELTA CARE-PMI FEB 2015	2,927.80	N
				3,120.98	
DEPARTMENT OF CORONER	15ME0236	111-7030-421.56-41	AUTOPSY REPORT-PD	84.00	N
				84.00	
DEPARTMENT OF JUSTICE	079798	111-7030-421.56-41	FINGERPRINT APPS-PD	541.00	N
				541.00	
DF POLYGRAPH	2015-2	111-7010-421.56-41	POLYGRAPH EXAMINATIONS-PD	700.00	N
				700.00	
DIANE VAZQUEZ	3/4/15	111-7010-421.59-30	REGISTRATION-SURVIVAL	7.00	N
				7.00	
DONALD R DONAHUE	10/2/14	111-0000-351.10-10	CITATION REFUND-3179008	47.50	N
	10/2/14	111-0000-351.10-10	CITATION REFUND-3179007	47.50	N
				95.00	
EMILY TRUJILLO	51244/51390	111-0000-347.50-00	REFUND-GUITAR CLASS	40.00	N

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				40.00	
ENTERPRISE FM TRUST	FBN 2718574	229-7010-421.74-10	MONTHLY LEASE CHARGES	3,552.59	N
				3,552.59	
ESTELA RAMIREZ	2/3-2/5/15	111-6060-466.33-20	DROP-IN AEROBIC TONING	49.70	N
	2/3-2/5/15	111-6060-466.33-20	DROP-IN AEROBIC & PILATES	25.90	N
				75.60	
EWING IRRIGATION PRODUCTS, INC.	8770815	535-6090-452.61-20	SPRINKLER COMPONENTS	282.71	N
				282.71	
EXPERT ROOTER	90295	111-6022-451.43-10	URINAL DRAIN STOPPAGE	88.00	N
	90252	111-6022-451.43-10	URINAL BLOCKAGE-KELLER	88.00	N
	90312	111-7020-421.43-10	WALL MOUNT TOILET	125.00	N
				301.00	
F&A FEDERAL CREDIT UNION	PPE 02/15/2015	802-0000-217.60-40	F&A CREDIT UNION	16,061.50	N
				16,061.50	
FIRST CHOICE SERVICES	484925	111-9010-419.61-20	COFFEE SUPPLIES	414.18	N
				414.18	
FRED GLICK DESIGN PLLC	43	220-8070-431.56-41	PRINCIPAL LANDSCAPE HRS	4,763.98	N
				4,763.98	
GALLS	BC0131159	233-7010-421.74-10	VEST-POLICE DEPARTMENT	539.55	N
	BC0131159	111-7010-421.61-22	VEST-POLICE DEPARTMENT	539.54	N
	BC0131150	231-7060-421.61-20	UNIFORM-PD	339.87	N
				1,418.96	
GARDA CL WEST, INC.	20056453	681-3022-415.33-10	ARMORED TRANSPRTN SERVICE	59.33	N
	20056453	111-3010-415.33-10	ARMORED TRANSPRTN SERVICE	59.32	N
				118.65	

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
GARY ROGERS	50301/51384	111-0000-228.20-00	REFUND-SOFTBALL	26.00	N
				26.00	
GRAINGER	9652254716	111-7020-421.43-10	TOILET GASKET-PW	75.20	N
	9653023698	111-7020-421.43-10	URINAL GASKET-PW	15.66	N
				90.86	
GUADALUPE GARCIA	50781/51447	111-0000-228.20-00	DEPOSIT REFUND-SLP HALL	500.00	N
				500.00	
HAYDEE LUPPINO	50747/51348	111-0000-347.50-00	REFUND-YOGA CLASS	50.00	N
				50.00	
HERNANDEZ SIGNS, INC.	1233	239-7055-424.61-23	AWARD SIGNS-PD	512.30	N
				512.30	
HOME DEPOT - PARKS & RECREATION	5200137	111-6020-451.61-35	CLEANING SUPPLIES-PARKS	17.38	N
				17.38	
HUMANSCALE	1956878	745-9030-413.74-10	OFFICE SUPPLIES-CHAIRS	1,542.63	N
				1,542.63	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 02/15/2015	802-0000-217.60-10	POLICE MANAGEMENT DUES	65.00	N
				65.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 02/15/2015	802-0000-217.60-10	POLICE OFFICER ASSN DUES	4,152.57	N
				4,152.57	
HUNTINGTON PARK RUBBER STAMP CO.	0264082-IN	111-7010-421.61-21	NAMEPLATES-PD	42.40	N
				42.40	
HYATT REGENCY HOUSTON	3/7-8/15	226-9010-419.74-10	LODGING-NAMUCA CONFERENCE	276.12	N
				276.12	

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
HYDRO TEK SYSTEMS INC.	183441-IN	741-8060-431.43-20	PRESSURE WASHER-BELTS	75.31	N
				75.31	
HYUNDAI MOTOR FINANCE	1210457940	111-0210-413.15-50	HYUNDAI MONTHLY LEASE PAY	576.33	Y
				576.33	
IBE DIGITAL	33779A1	111-9010-419.44-10	KONICA TONER-YELLOW	12.36	N
	33292A1	111-9010-419.44-10	BOX ASSY-CITY CLERK	12.00	N
				24.36	
ICSC	2015	111-0240-466.64-00	MEMBERSHIP DUES	100.00	N
				100.00	
ITRON, INC.	362405	681-3022-415.56-41	WATER METERS-MAINTENANCE	584.98	N
				584.98	
JAIME GUTIERREZ	48912/51359	111-0000-228.20-00	DEPOSIT REFUND-SOFTBALL	26.00	N
				26.00	
JDS TANK TESTING & REPAIR INC	7086	741-8060-431.43-20	DESIGNATED OPERATR-JAN 15	135.00	N
				135.00	
JEFF WIGHTMAN	HP-S0053	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	88.00	N
				88.00	
JESUS E. VERDIELL	3/7-8/15	226-9010-419.74-10	PER DIEM-NAMUCA CNFRNCE	100.00	N
	3/7-8/15	226-9010-419.74-10	REGISTRATION-NAMUCA CNFRN	100.00	N
				200.00	
JOEL GORDILLO	FEB-15	111-0210-413.56-41	FILM & BROADCAST-MEETINGS	1,650.00	N
				1,650.00	
JOHN CASTRO	3/4/15	111-7010-421.59-30	REGISTRATION-SURVIVAL	7.00	N

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				7.00	
JOHN SOLIS	49759/51358	111-0000-228.20-00	DEPOSIT REFUND-SOFTBALL	26.00	N
				26.00	
KAREN WARNER ASSOCIATES	660	239-5060-463.56-41	ANALYSIS-FAIR HOUS REPORT	3,330.61	N
				3,330.61	
KARINA MACIAS	317166	111-0110-411.58-19	AIRPORT PARKING	23.00	N
	1/16/15	111-0110-411.58-19	TAXI	20.00	N
				43.00	
KONICA MINOLTA PREMIER FINANCE	271081200	111-7040-421.44-10	COPIER LEASE PAYMENT	1,374.83	N
				1,374.83	
LA COUNTY SHERIFF'S DEPT	152937ST	111-7022-421.56-41	INMATE MEAL SERVICE	809.50	N
				809.50	
LA RAMOS WELDING	0258	222-5030-431.13-00	PARKLET INSTALLATION	4,935.00	N
	1092	222-5030-431.70-01	INSTALL 15' PARKLET CABLE	1,750.00	Y
	1088	222-5030-431.70-01	POST SETTING & WELDING	700.00	Y
				7,385.00	
LAN WAN ENTERPRISE, INC	51959	111-6010-451.74-10	ADOBE SOFTWARE LICENSE	369.00	N
	51954	111-9010-419.56-64	IT SERVICES MAINTENANCE	7,000.00	N
	52005	111-9010-419.56-64	WIRELESS KEYBOARD & MOUSE	84.88	N
	52064	111-3010-415.61-20	APPLE POWER ADAPTER	149.87	N
				7,603.75	
LEGAL SHIELD	FEB 2015	802-0000-217.60-50	IDENTITY THEFT PROTECTION	318.80	N
				318.80	
LGP EQUIPMENT RENTALS INC	34261	221-8010-431.61-20	TWO DAY RENTAL-TILLER	295.90	N
				295.90	

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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
LIFESTEPS	2/11/2015	242-5098-463.73-15	TENANT BASE ASSISTANCE	31,469.59	N
				31,469.59	
LINDA'S FEED & SUPPLIES, INC.	684200	226-9010-419.74-10	MOUNTED UNIT SUPPLIES	583.61	N
	683930	226-9010-419.74-10	MOUNTED UNIT SUPPLIES	196.02	N
				779.63	
LUIS ALFREDO OCHOA	HP-S0054	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	88.00	N
				88.00	
MANAGED HEALTH NETWORK	3200003240	802-0000-217.50-60	MANAGED HEALTH NETWORK	1,437.52	N
				1,437.52	
MANUEL FONSECA	50686/51347	111-0000-347.50-00	REFUND-YOGA CLASS	50.00	N
				50.00	
MARIA GALVAN	49633/51360	111-0000-228.20-00	DEPOSIT REFUND-SOFTBALL	26.00	N
				26.00	
MARIA GUERRA	10/21/14	111-0000-351.10-10	CITATION REFUND-3180196	47.50	N
				47.50	
MARIO FLORES	48952/51363	111-0000-228.20-00	DEPOSIT REFUND-SOFTBALL	26.00	N
				26.00	
MARIO RIVAS	339765	287-8057-432.61-20	USED OIL FITLER COLLECTN	69.38	N
	1/22/15	287-8057-432.61-20	HHWIE MEETING-M. RIVAS	20.00	N
				89.38	
MICHAEL CHEE	21	111-0210-413.56-41	PUBLIC INFO OFFICER SRVCS	1,662.10	N
	20	111-0210-413.56-41	PUBLIC INFO OFFICER SRVCS	1,600.00	N
				3,262.10	
MISC-DEMOLITION DEPOSIT REFUNDS	FEB 2015	285-0000-228.75-00	DEPOSIT REFUND-DEMOLITION	1,590.00	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				1,590.00	
NATION WIDE RETIREMENT SOLUTIONS	PPE 02/15/2015	802-0000-217.40-10	NATIONWIDE RETIREMENT SOL	18,692.21	N
				18,692.21	
NICHOLE LANDRY	HP-S0057	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	88.00	N
				88.00	
OK PRINTING DESIGN & DIGITAL PRINT	23	111-1010-411.61-20	BUSINESS CARDS-CITY CLERK	76.30	N
	30	111-3010-415.61-20	5000 BUSINESS LIC FORMS	599.50	N
				675.80	
OLDTIMERS FOUNDATION	115-177	219-0250-431.56-43	COMBI SHUTTLE SERVICES	37,157.27	Y
	115-177	219-0000-340.30-00	PROGRAM INCOME	-5,241.51	Y
	15865	741-8060-431.62-30	OCTOBER 2014 FUEL USAGE	-14,547.19	Y
				17,368.57	
PABLO GONZALEZ	51199/51350	111-0000-228.20-00	DEPOSIT REFUND-FACILITY	500.00	N
	51199/51350	111-0000-347.30-00	DEPOSIT REFUND-FACILITY	353.00	N
	51199/51350	111-0000-347.70-00	DEPOSIT REFUND-FACILITY	755.00	N
				1,608.00	
PATS 605 CYCLERY	804212	111-7022-421.61-28	BIKE SUPPLIES-PD	19.59	N
				19.59	
PROCUREIT	PITI4588	225-7010-421.74-10	TAPE BACKUP SYSTEM	13,262.66	N
				13,262.66	
PRUDENTIAL OVERALL SUPPLY	50698248	111-6010-451.56-41	MAT CLEANING SERVICES-SLP	74.97	N
	50698247	111-6010-451.56-41	MAT CLEANING SRVCS-HPCC	40.58	N
	50692562	111-6010-451.56-41	MAT CLEANING SRVCS-HPCC	40.58	N
	50667968	111-8022-419.43-10	MAT RENTAL ON 11/20/14	27.98	N
	50673089	111-8022-419.43-10	MAT RENTAL ON 12/4/14	27.98	N
	50683302	111-8022-419.43-10	MAT RENTAL ON 1/1/15	27.98	N
	50688437	111-8022-419.43-10	MAT RENTAL ON 1/15/15	27.98	N

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	50693597	111-8022-419.43-10	MAT RENTAL ON 1/29/15	27.98	N
				296.03	
RAFAEL FRAYRE	HP-S0055	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	176.00	N
				176.00	
RICK CUIEL	217	111-7030-421.61-20	REIMBURSEMENT-K9 FOOD	40.32	N
				40.32	
RICOH USA, INC.	44494737	111-6010-451.56-41	COPIER LEASE-FEB 2015	222.76	N
				222.76	
RIVERSIDE COUNTY SHERIFF'S DEPT	3/16/15	111-7010-421.59-20	REGISTRATION-DRIVER AWARE	71.00	N
				71.00	
ROBERT HOPKINS	49228/51357	111-0000-228.20-00	DEPOSIT REFUND-SOFTBALL	26.00	N
				26.00	
RUTAN & TUCKER, LLP	710303	111-0220-411.32-70	JAN 15 GEN LEGAL SERVICES	1,380.62	N
	710306	681-8030-461.32-70	JAN 15 STORMWATER REG.	4,120.00	N
	710304	681-8030-461.32-70	JAN 15 WATER ISSUES	40.00	N
	710309	681-8030-461.32-70	JAN 15 ZOE AVE SINKHOLE	4,300.51	N
	710305	681-8030-461.32-70	JAN 15 WRD LEGAL SERVICES	3,060.00	N
	710307	745-9031-413.32-70	JAN 15 LEGAL SERVICES-OSO	2,498.83	N
	710308	216-0230-413.32-70	JAN 15 PROP TAX LITIGAT	480.00	N
				15,879.96	
SERGIO ZARAGOZA	HP-S0056	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	88.00	N
				88.00	
SERRATO & ASSOCIATES INC	1/28-29/15	111-7010-421.59-10	REGISTRATION-SURVEILLANCE	225.00	N
	1/28-29/15	111-7010-421.59-10	REGISTRATION-SURVEILLANCE	225.00	N
	1/28-29/15	111-7010-421.59-10	REGISTRATION-SURVEILLANCE	225.00	N
	1/28-29/15	111-7010-421.59-10	REGISTRATION-SURVEILLANCE	225.00	N
	1/28-29/15	111-7010-421.59-10	REGISTRATION-SURVEILLANCE	225.00	N

**CITY OF HUNTINGTON PARK
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3/2/15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	1/28-29/15	111-7010-421.59-10	REGISTRATION-SURVEILLANCE	225.00	N
	1/28-29/15	111-7010-421.59-10	REGISTRATION-SURVEILLANCE	225.00	N
	1/28-29/15	111-7010-421.59-10	REGISTRATION-SURVEILLANCE	225.00	N
				1,800.00	
SHELL FLEET PLUS	79043758502	111-7010-421.61-20	FUEL PURCHASE-PD	718.87	N
				718.87	
SMART & FINAL	199519	111-6020-451.61-35	SENIOR DANCE FOOD SUPPLY	88.63	N
	175927	111-6020-451.61-35	SENIOR DANCE FOOD SUPPLY	57.52	N
	177485	239-6060-466.61-20	ASP FOOD SUPPLIES	84.88	N
				231.03	
SPARKLETTS	4532412020515	111-1010-411.61-20	WATER FOR OFFICE-CITY CLR	19.10	N
				19.10	
STANDARD INSURANCE COMPANY	FEBRUARY 2015	802-0000-217.50-70	PREM-ADDL LIFE INSURANCE	2,277.41	N
	JANUARY 2015	802-0000-217.50-70	PREM-ADDL LIFE INSURANCE	2,277.41	N
	JANUARY 2015	802-0000-217.50-70	PREM LIFE INSURANCE-AD&D	7,237.60	N
	FEBRUARY 2015	802-0000-217.50-70	PREM LIFE INSURANCE-AD&D	7,236.49	N
				19,028.91	
STAPLES ADVANTAGE	2/19/15	111-0110-411.61-20	SUPPLIES-ADMIN & CITY C.	15.57	N
	2/19/15	111-0210-413.61-20	SUPPLIES-ADMIN & CITY C.	7.62	N
				23.19	
T-MOBILE USA	9226468697	111-7030-421.61-20	TEXT MESSAGE RETRIEVAL	50.00	N
				50.00	
TCSA-SOUTH	9/10/2012	221-8012-429.64-00	REPLACE CK#178565 10/1/12	25.00	N
	2013	221-8012-429.64-00	REPLACE CK#179724 1/7/13	50.00	N
				75.00	
THE GREATER HUNTINGTON PARK AREA	2/26/15	111-0240-466.64-00	109TH INSTALL DINNER 2/26	100.00	N

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				100.00	
TOMARK SPORTS	96556447	111-6040-451.61-35	BBALL BACKBOARD PADDING	110.00	N
	96556447	111-6030-451.61-35	BBALL BACKBOARD PADDING	60.08	N
	96556447	111-6010-451.74-10	BBALL BACKBOARD PADDING	20.00	N
				190.08	
TRANSTECH ENGINEERS, INC.	15011816	111-4010-431.56-62	ENGINEERING PERMITS-DEC	3,503.80	N
	15011815	111-5010-419.56-49	BUILDING & SAFETY SRVCS	12,248.00	N
				15,751.80	
TRUGREEN LANDCARE	7853450	535-6090-452.56-60	PACIFIC BLVD CLEAN-UP	2,464.00	N
	7851988	535-6090-452.56-60	PACIFIC BLVD CLEAN-UP	2,160.00	N
	7866572	535-6090-452.56-60	PACIFIC BLVD CLEAN-UP	720.00	N
	7882991	535-6090-452.56-60	CITY TREE MAINTENANCE	13,707.97	N
	7882991	231-3024-415.56-41	CITY TREE MAINTENANCE	2,500.00	N
	7882991	111-8095-431.56-60	CITY TREE MAINTENANCE	18,900.77	N
				40,452.74	
U.S. BANK	PPE 02/15/2015	802-0000-217.30-20	PARS PART-TIME	1,423.48	N
	PPE 02/15/2015	802-0000-217.30-20	HP-PARS CITY CONTRIBUTION	2,592.82	N
	PPE 02/15/2015	802-0000-218.10-05	HP-PARS CITY CONTRIBUTION	11,672.80	N
				15,689.10	
U.S. HEALTH WORKS	2642735-CA	111-0230-413.56-41	PHYSICAL/PE DOT EXAM	557.00	N
	153213399	111-0230-413.56-41	INURY	351.26	N
	2635645-CA	111-0230-413.56-41	DEPT HEAD PHYSICAL	263.00	N
	2639176-CA	111-0230-413.56-41	PHYSICAL	317.00	N
				1,488.26	
UNDERGROUND SERVICE ALERT OF SO CAL	1220140123	221-8014-429.56-41	DIG ALERT CHARGES-PW	154.50	N
				154.50	
UNIFIED NUTRIMEALS	749	111-6055-451.57-42	CITY WIDE FOOD PROGRAM	976.50	N

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				976.50	
UNITED ROCK PRODUCTS	414186 RI	111-8010-431.61-20	REPLACE CK#189569	707.14	N
				707.14	
UNITED WAY OF GREATER	PPE 02/15/2015	802-0000-217.60-20	UNITED WAY	15.00	N
				15.00	
US POSTMASTER	SPRING 2015	111-9010-419.53-20	2015 SPRING HP NEWSLETTER	3,254.20	Y
				3,254.20	
VICTOR IBARRA	48739/51362	111-0000-228.20-00	DEPOSIT REFUND-SOFTBALL	26.00	N
				26.00	
VISION SERVICE PLAN-CA	FEBRUARY 2015	746-0215-413.52-40	VISION SERVICE PLAN PREM	159.68	N
	FEBRUARY 2015	802-0000-217.50-30	VISION SERVICE PLAN PREM	4,123.42	N
	MARCH 2015	746-0215-413.52-40	VISION SERVICE PLAN PREM	131.62	N
	MARCH 2015	802-0000-217.50-30	VISION SERVICE PLAN PREM	4,584.22	N
				8,998.94	
WALNUT PARK MUTUAL WATER CO.	585-0617	283-8040-432.56-41	2014 REPORTS ANNUAL FEE	60.00	N
				60.00	
WELLS FARGO BANK-FIT	PPE 02/15/2015	802-0000-217.20-10	WELLS FARGO BANK FIT	52,757.74	N
				52,757.74	
WELLS FARGO BANK-MEDICARE	PPE 02/15/2015	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	6,883.87	N
				6,883.87	
WELLS FARGO BANK-SIT	PPE 02/15/2015	802-0000-217.20-20	WELLS FARGO BANK SIT	18,749.33	N
				18,749.33	
WEST GOVERNMENT SERVICES	831218938	111-7030-421.56-41	WEST INFORMATION SERVICE	437.67	N
				437.67	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3/2/15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
XEROX CORPORATION	78069841	111-7030-421.44-10	COPIER BASE CHARGE	465.39	N
	78069840	111-8020-431.43-05	XEROX COPIES SERVICES	102.39	N
	78069840	285-8050-432.43-05	XEROX COPIES SERVICES	102.39	N
	78069840	681-8030-461.43-05	XEROX COPIES SERVICES	102.39	N
				772.56	
Y A I D M O R E N O	HP-S0052	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	352.00	N
				352.00	
				633,265.68	



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

March 2, 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 AGREEMENTS WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR INSTALLING TRANSIT ACCESS PASS CARD READERS ON COMBI SHUTTLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Cooperative Transit Access Pass ("TAP") Participant Agreement;
2. Approve the TAP Mobile Validator License Agreement; and
3. Authorize the Interim City Manager to execute the agreements.

BACKGROUND

The LA County Metropolitan Transportation Authority ("Metro") rolled out the TAP card as a form of electronic ticketing for public transit services in 2008. The TAP card is a smartcard which allows riders to electronically purchase various types of transit passes from participating regional and local agencies. Metro has since implemented TAP on all of its bus and rail lines and intends to have the system installed in other regional and local non-Metro transit agencies – including Huntington Park's COMBI – in order to make it more convenient for riders to connect to and from different public transportation systems.

The proposed agreements would allow Metro to install TAP card readers inside of the four COMBI shuttles that operate in Huntington Park. It is important to note that riders will still be able to pay with cash on the COMBI. Installing the TAP readers will simply give riders an additional payment option and allow for easier transfers to and from Metro bus and rail lines.

APPROVE AGREEMENTS WITH LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY FOR INSTALLING TRANSIT ACCESS PASS CARD
READERS ON COMBI SHUTTLES

March 2, 2015

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If the agreements are approved, Metro intends to install the TAP card readers in the COMBI shuttles by the end of April 2015. The installation of the TAP readers will be performed in conjunction with a public outreach campaign to inform riders of the new payment option and its benefits.

The key terms of the agreements include:

1. Installation Costs: Metro will install the TAP readers at no cost to the City, provided that any additional cost due to unique City busses or other vehicle be borne by the City.
2. Loss or damage of equipment: If the equipment is damaged and/or stolen the City shall pay a minimum of \$3,000 per a device.
3. Inspection/Audit Rights: Metro reserves the right at any time to inspect or perform audits of the equipment to ensure City use complies with the terms of the agreement.
4. Surrender of Equipment: Upon termination of the agreement the City shall surrender equipment to Metro.
5. Termination: Either party may terminate the agreement upon 30 days written notice for cause or convenience.

FISCAL IMPACT/FINANCING

The cost to maintain the TAP readers on the COMBI shuttles is \$10 per month, per unit. There will be a total of four units installed on the COMBI shuttles, therefore the total annual cost will be \$480 from Prop A and or Prop C Funding.

CONCLUSION

Upon City Council approval, the Interim City Manager will execute the agreements with Metro and will coordinate the installation of the TAP card readers in the COMBI shuttles.

APPROVE AGREEMENTS WITH LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY FOR INSTALLING TRANSIT ACCESS PASS CARD
READERS ON COMBI SHUTTLES

March 2, 2015

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Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

ATTACHMENTS

- A: Cooperative TAP Participant Agreement
- B: TAP Mobile Validator License Agreement
- C: TAP system background information

Agreement (collectively, the “**TAP Regional Operating Rules**”) which, among other things, set forth the process for reconciling the revenues and costs of participating in the TAP System, including the monthly clearing and settlement process by which TAP Participants receive fare revenue from the Region or make a payment to the Region for the sale of regional or other TAP Participant fare products (the “**Positions and Settlement Process**”);

I. Amendments to the TAP Regional Operating Rules can only be approved by majority ruling of TAP Participants’ General Managers, with concurrence of the LACMTA CEO;

J. LACMTA (as the contracting entity responsible for the daily operations of RTSC) has agreed to license mobile validator TAP devices (one or more, collectively, “**Mobile Validator**”) to TAP Participants who (a) meet the requirements set forth in the TAP Regional Operating Rules and (b) agree to the terms of (i) a TAP Mobile Validator License Agreement and (ii) this Agreement;

K. Concurrently herewith, LACMTA and Participant are entering into that certain TAP Mobile Validator License Agreement dated of even date herewith, substantially in the form attached hereto as Exhibit A (the “**MV License Agreement**”);

L. LACMTA and Participant each desire to agree to the terms and conditions under which the Participant shall participate in the TAP System.

NOW, THEREFORE, in consideration of the above Recitals, and the agreements, representations, warranties, covenants, and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, LACMTA and Participant, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. PURPOSE. The Parties agree that this Agreement, among other things, establishes the respective roles and responsibilities of the Parties in connection with Participant’s participation in the TAP System.

2. TERM. The term (“**Term**”) of this Agreement shall commence on the Effective Date and shall terminate on the date on which this Agreement is terminated pursuant to Section 5 of this Agreement.

3. PARTICIPANT RESPONSIBILITIES. Participant acknowledges and agrees to the following terms and conditions at all times during its participation in the TAP System:

- a. Participant shall abide by the latest approved TAP Operating Rules.
- b. Participant shall comply with the Positions and Settlement Process by timely making and accepting payments as required and set forth in the Positions and Settlement Process.
- c. Participant acknowledges and agrees that LACMTA, as set forth in the TAP Operating Rules, is (i) the contracting entity responsible for the daily operations of the RTSC; (ii)

the owner and distributor of any application that resides on the TAP card; and (iii) the owner of the software and data stored on the TAP cards or devices that are used for all transit fare collection purposes.

d. Participant authorizes LACMTA to contract with third party vendors, in its sole discretion, for the sale of prepaid TAP cards, TAP stored value, TAP pass products, TAP rides, and other transit fares/products (“**TAP Fare Products**”), and, upon Participant’s request and agreement of a third party vendor, any prepaid Participant-specific fare products (“**Participant Fare Products**”) (the TAP Fare Products and the Participant Fare Products may be referred to collectively hereafter as the “**Fare Products**”).

e. Participant authorizes LACMTA, as the contracting entity responsible for the daily operations of the RTSC, to:

i. manage and operate all of the functions of the RTSC, as set forth in the TAP Operating Rules, in its sole discretion, including the ability to contract RSTC functions to third parties;

ii. remit funds collected from any third party vendor for the sale of TAP Fare Products and/or Participant Fare Products, as applicable, to Participant, consistent with the Positions and Settlement Process, and Participant shall not hold LACTMA liable for any funds deemed uncollectable from such third party vendor.

f. Participant acknowledges and agrees that the TAP System is a fare collection system, and under no circumstances shall LACMTA be responsible for Participant’s operation of its public transit services.

4. LACMTA RESPONSIBILITIES.

a. LACMTA shall make Participant Fare Products available for sale/reload at select third party vendor locations upon written request of the Participant and upon agreement of such third party vendor.

b. LACMTA shall remit all TAP funds collected from a third party vendor selling TAP Fare Products to the Participant through the Positions and Settlement Process, but shall not be held liable for any funds deemed uncollectable.

5. TERMINATION. This Agreement shall terminate upon the occurrence of any of the following:

a. Thirty (30) days after written notice from a Party that such Party intends to terminate this Agreement, without cause;

b. Thirty (30) days after written notice from a Party that such Party intends to terminate this Agreement because of a breach of the Agreement by the Party receiving the notice if such breach is not cured within said thirty (30) day period; provided, however, that, in the event that the breach is of a nature which cannot reasonably be cured within thirty (30) days, the Agreement shall

not terminate so long as the breaching Party has commenced to cure the breach within the thirty (30) day period and diligently prosecutes the completion of the cure to conclusion thereafter; or

c. The bankruptcy or insolvency of a Party or the commencement of proceedings of any kind by or against a Party under the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act.

6. INDEMNIFICATION. Participant shall indemnify, defend (with counsel acceptable to LACMTA) and hold harmless LACMTA and its subsidiaries and their respective officers, agents, employees, and directors (collectively, “**LACMTA Parties**”) harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever (collectively, “**Claims**”) arising out of Participant’s actions pursuant to this Agreement and/or participation in the TAP System, except as caused by LACTMA’s gross negligence. LACMTA shall, under no circumstance, be liable for special, incidental, exemplary or consequential damages suffered by Participant in connection with Participant’s actions pursuant to this Agreement and/or participation in the TAP System, including, but not limited to loss of projects, anticipated revenue, interest, loss of use or other such claims arising from any causes whatsoever, whether or not such loss or damage is based on contract, warranty, tort (including negligence), indemnity or otherwise.

7. MISCELLANEOUS.

a. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within the State of California.

b. Attorney’s Fees. Should any Party institute any action or proceeding to enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing Party in any such action or proceeding shall be entitled to receive from the other Party all costs and expenses, including reasonable attorneys’ and other fees, incurred by the prevailing Party in connection with such action or proceeding. The term “attorneys’ and other fees” means and includes attorneys’ fees, accountants’ fees, and any and all other similar fees incurred in connection with the action or proceeding and preparations therefore. The term “action or proceeding” means and includes actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

c. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered, if hand delivered or deposited with a reputable overnight courier (such as Federal Express, UPS, DHL, or similar courier), postage prepaid, return receipt required, or three business days after deposit into U. S. Mail, certified or registered, postage prepaid and return receipt requested, and shall be addressed as follows, unless otherwise notified in writing of change of address:

If to Participant: [Participant Name]
[Address]
[Attention]
Telephone:
Email:
Fascimile:

If to LACMTA: Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99/04/03
Los Angeles, CA 90012
ATTN: David Sutton, Deputy Executive Officer, TAP
Telephone: (213) 922-5633
Email: SuttonD@metro.net
Fascimile: (213) 922-4036

d. Time of Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

e. No Assignment. Participant shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his/her designee, and any assignment without said consent shall be void and unenforceable.

f. Successors and Assigns. This Agreement shall inure solely to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns (Participant's assigns, as approved by pursuant to Subsection 7e of this Agreement).

g. Entire Agreement. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the MV License Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

h. Modification. The Agreement shall not be amended, except in writing signed by the Parties who agreed to the original Agreement or the same level of authority.

i. Further Assurances. Subject to agreement by the Parties of the terms thereof, the Parties each agrees to execute any and all other documents and to take any further actions reasonably necessary to consummate the transactions reasonably contemplated hereby.

j. Remedies. The obligations and duties of the Parties hereunder, including their representations, warranties, covenants and agreements, may be enforced by any and all available remedies, including without limitation, specific performance, injunction, damages and declaratory relief.

k. Several Liability. The Parties acknowledge and agree that this Agreement is not an agreement pursuant to or subject to Government Code Section 895 et seq., and that (a) Participant shall have liability hereunder only for those obligations of the Participant in connection with its participation in the TAP System and shall have no liability with respect to LACMTA's responsibilities in connection with the TAP System and (b) LACMTA shall have liability hereunder only for the obligations of LACMTA, and shall have no liability with respect to Participant's operation of its public transit services or Participant's obligations in connection with its participation in the TAP System.

l. Nonwaiver of Rights. No failure or delay of a Party in the exercise of any right given to such Party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right.

m. Construction. Headings at the beginning of each paragraph or subparagraph are solely for the convenience of the Parties and not a part of this Agreement. Except as otherwise provided in this Agreement, all exhibits referred to herein are attached hereto and are incorporated herein by this reference. Any reference to a Section herein includes all subsections thereof. This Agreement shall not be construed as if it had been prepared by only one Party, but rather as if all Parties had prepared the same.

n. Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable provision had never been part of this Agreement.

o. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect. Additionally, this Agreement may be executed in counterparts which, when taken together, shall form the entire Agreement of the Parties.

p. Relationship. Participant, in the performance of the work described in this Agreement, is not a contractor nor an agent, partner or employee of LACMTA. Participant attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Participant shall not represent itself as an agent, partner, employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By: _____ Date: _____
Deputy

PARTICIPANT:

[INSERT PARTICIPANT NAME]

By: _____ Date: _____
[INSERT NAME]
[INSERT TITLE]

APPROVED AS TO FORM (OPTIONAL):

[INSERT PARTICIPANT'S LEGAL COUNSEL'S SIGNATURE BLOCK IF APPROPRIATE]
[REDACTED]

By: _____ Date: _____

Exhibit A

**Form of
Mobile Validator License Agreement**

[Attached]

TAP© MOBILE VALIDATOR LICENSE AGREEMENT

This **TAP MOBILE VALIDATOR LICENSE AGREEMENT** (“**Agreement**”) is entered into as of [REDACTED], 2014 (the “**Effective Date**”), by and between the Los Angeles County Metropolitan Transportation Authority, a California county transportation authority existing under the authority of §§ 130050.2 *et seq.* of the California Public Utilities Code (“**LACMTA**”), and [INSERT PARTICIPANT NAME], a [REDACTED] (“**Licensee**”). LACMTA and Licensee are sometimes hereinafter referred to individually as “**Party**” or collectively as “**Parties**”.

RECITALS

A. The Transit Access Pass (“**TAP**”) program is a regional smart card program developed as a cooperative effort amongst participating public transit operators (“**TAP Participants**”) in Los Angeles County (the “**Region**”) providing for the electronic payment of inter- and intra- fares via the use of TAP devices on such TAP Participants’ buses and railcars (the “**TAP System**”);

B. The TAP System was approved by LACMTA Board Action on May 28, 1997 to serve as the Region’s universal fare system, enabling TAP Participants to share a common fare media for use amongst public transit patrons riding on TAP Participants’ buses and/or rail system;

C. The back-office operations of the TAP System are managed by the Regional TAP Service Center (the “**RTSC**”);

D. LACMTA is (i) the contracting entity responsible for the daily operations of the RTSC; (ii) the owner and distributor of any application that resides on the TAP card; and (iii) the owner of the software and data stored on the TAP cards or devices that are used for all transit fare collection purposes;

E. LACMTA has established a regional third party TAP vendor network for the sale and reloading of TAP fare products to TAP cards;

F. LACMTA and TAP Participants recognize that a one-fare media for transit payment among TAP Participants has a beneficial impact on the customers served, and on the ability of TAP Participants to improve service with enhanced data;

G. As such, TAP Participants (including LACMTA) have created a TAP Operating Group (“**TOG**”), comprised of one primary representative and one alternate from each TAP Participant, and a TAP Working Group to work towards, among other things, unifying fare media into the TAP program;

H. The rules for participation in the TOG and TAP System are outlined in the Regional TAP Program and Service Center Operating Rules and the TAP Financial Positions/Settlement Agreement (collectively, the “**TAP Regional Operating Rules**”) which, among other things, set

forth the process for reconciling the revenues and costs of participating in the TAP System, including the monthly clearing and settlement process by which TAP Participants receive fare revenue from the Region or make a payment to the Region for the sale of regional or other TAP Participant fare products (the “**Positions and Settlement Process**”);

I. Amendments to the TAP Regional Operating Rules can only be approved by majority ruling of TAP Participants’ General Managers, with concurrence of the LACMTA CEO;

J. Licensee and LACMTA have entered into that certain Cooperative TAP Participant Agreement dated _____, 2014 (“**Cooperative TAP Participant Agreement**”) which, among other things, establishes the respective roles and responsibilities of the Parties in connection with Participant’s participation in the TAP System;

K. In order to process TAP card transactions, Licensee will use a TAP Mobile Validator supplied by LACMTA. The “**Mobile Validator**” consists of and is defined hereunder to include all hardware, software, program documentation and any program updates supplied by LACMTA necessary to process TAP card transactions.

L. LACMTA desires to license Mobile Validator(s) to Licensee and Licensee desires to license the Mobile Validator(s) on the terms and conditions contained in this Agreement, which, among other things, establish the respective roles and responsibilities of the Parties in connection with Licensee’s use of the Mobile Validator in connection with its participation in the TAP System;

NOW, THEREFORE, in consideration of the above Recitals, and the agreements, covenants, and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, LACMTA and Licensee, intending to be legally bound hereby, agree as follows

AGREEMENT

1. **GRANT OF LICENSE.** Subject to the terms and conditions contained herein, LACMTA hereby grants to Licensee and Licensee hereby accepts a non-exclusive, non-transferable, revocable license (“**License**”) to use (X quantity) Mobile Validator(s) (collectively, the “**MV**”) supplied by LACMTA for the sole purpose of processing TAP card transactions in accordance with the TAP Regional Operating Rules and this Agreement.

2. **TERM.** The term (“**Term**”) of this Agreement shall commence on the Effective Date and shall terminate on the date on which this Agreement is terminated pursuant to Section 13 of this Agreement.

3. **USE.** Licensee agrees that the MV will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform with the TAP Regional Operating Rules and the terms of this Agreement.

4. **PROHIBITED ACTIVITIES.** Licensee shall not:

- a. Copy, reproduce, tamper with, remove, alter, or otherwise modify the MV (in whole or in part) or any associated software provided to Licensee or loaded in the MV;
- b. Sell, license, sublicense, disclose, distribute or otherwise transfer the MV, in whole or in part, or any associated MV software to any third party;
- c. Remove or modify any program markings or any notice of LACMTA's proprietary rights;
- d. Alter, modify, or change the MV hardware;
- e. Decode, reverse engineer or disassemble the MV and associated software; or
- f. Disclose performance results of MV to public entities without the consent of the LACMTA. This does not include Agency Data collected by the MV, only information related to the MV itself.
- g. Use or permit the use of the MV for illegal purposes.

5. LICENSEE RESPONSIBILITIES. Licensee agrees to the following in its use of the MV:

- a. Licensee shall pay the data fees assessed for each MV licensed for Licensee's use, on a monthly basis, consistent with the Positions and Settlement Process set forth in the TAP Regional Operating Rules;
- b. Licensee shall set up each MV to accept TAP stored value, EZ transit pass (per the rules of the EZ transit pass program), and inter-agency transfers that are valid for travel on the Licensee's services. The stored value ride price is a unique price per Licensee's own fare rules, and set via the fare table configuration, as may be modified from time to time;
- c. Licensee shall use the MV in the manner for which it was intended and keep the MV in good repair and operating condition, consistent with the terms of this Agreement.

6. LACMTA RESPONSIBILITIES.

- a. LACMTA shall license the MV to Licensee, and will provide the basic initial equipment installation service at no cost to Licensee, provided that any additional cost of installation unique to Licensee's buses or other vehicles providing Licensee's services (as determined in LACMTA's sole discretion) shall be borne solely by Licensee.
- b. LACMTA will have spare replacement Mobile Validator(s) available to Licensee to replace a malfunctioning device within forty eight (48) hours of notification by Licensee of a faulty device, subject to supply and availability, as determined by LACMTA.

c. LACMTA agrees to provide fare table support (i.e., changing TAP fares) for Licensee-specific fare products, upon forty-five (45) days' notice given by Licensee.

d. LACMTA will provide MV software updates to Licensee throughout the Term, at LACMTA's sole discretion.

7. LOSS/DAMAGE/REPLACEMENT. If the MV is lost, damaged, or stolen, Licensee shall pay a minimum replacement fee of Three Thousand Dollars (\$3,000), or more, as determined by LACMTA (based on the then current market replacement cost for MV and other administrative costs not to exceed 10% of the replacement cost).

8. NO IMPLIED WARRANTY. LACMTA makes no representations or warranties that the MV will perform as indicated or that the MV will be suitable for the purposes for which it (they) is (are) permitted to be used under this Agreement. LACMTA does not guarantee that the MV will perform error-free or uninterrupted or that LACMTA will correct all program errors. The implied warranties of merchantability and of fitness for a particular purpose are expressly waived.

9. TITLE/NO ENCUMBRANCE. LACMTA shall, at all times, retain title, ownership and intellectual property rights to the MV. No title to the MV is transferred hereunder to Licensee. Licensee shall not permit any claim, levy, lien or legal process to be issued against the MV.

10. INSPECTION/AUDIT BY LACMTA. LACMTA, or its agent, shall have the right at any time to inspect or perform audits of the MV to ensure that Licensee's, and/or its agent's, use thereof complies with the terms of this Agreement. Such inspections or audits shall be conducted during normal business hours. Licensee and its agents shall cooperate with LACMTA in any inspection or audit, and shall provide LACMTA with all records reasonably related to Licensee's and its agents' use of the MV.

11. SURRENDER OF MV. Licensee agrees that on termination of this Agreement or at the request of LACMTA for surrender of the MV, Licensee shall have no rights to use the MV, and at such time, (a) Licensor may disable the MV to prevent Licensee from continued use of the MV and (b) Licensee shall, at Licensee's expense, remove the MV from its bus or railcar and deliver the MV in good condition (reasonable wear and tear excepted) to Cubic Transportation Systems at 14100 Shoemaker Avenue, Norwalk, CA 90650, or to such other location as LACMTA may designate.

12. NO ASSIGNMENT. Licensee or its agent may not assign this Agreement or give or transfer the MV, in whole or in part, nor any of the rights, interests or obligations hereunder to another party.

13. TERMINATION. This Agreement shall terminate as between the Parties upon the occurrence of any of the following:

a. Thirty (30) days after written notice from a Party that such Party intends to terminate this Agreement, without cause;

b. Thirty (30) days after written notice from a Party that such Party intends to terminate this Agreement because of a breach of the Agreement by the Party receiving the notice if such breach is not cured within said thirty (30) day period; provided, however, that, in the event that the breach is of a nature which cannot reasonably be cured within thirty (30) days, the Agreement shall not terminate so long as the breaching Party has commenced to cure the breach within the thirty (30) day period and diligently prosecutes the completion of the cure to conclusion thereafter; or

c. The bankruptcy or insolvency of a Party or the commencement of proceedings of any kind by or against a Party under the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act.

d. Upon termination of the Cooperative TAP Participant Agreement, this Agreement will terminate concurrently.

14. INSURANCE. Licensee shall, at Licensee's own expense, maintain liability and fire insurance and such other insurance as necessary for Licensee's protection of the MV. Failure to carry such insurance shall not relieve Licensee of liability as provided in this Agreement.

15. INDEMNIFICATION. Licensee shall indemnify, defend (with counsel acceptable to LACMTA) and hold harmless LACMTA and its subsidiaries and their respective officers, agents, employees, and directors (collectively, "**LACMTA Parties**") harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any legal fees and any claims for damages of any nature whatsoever arising out of Licensee's actions pursuant to this Agreement, use of the MV, and/or participation in the TAP System, except as caused by LACTMA's gross negligence. LACMTA shall, under no circumstance, be liable for special, incidental, exemplary or consequential damages suffered by Licensee, including, but not limited to loss of projects, anticipated revenue, interest, loss of use or other such claims arising from any causes whatsoever, whether or not such loss or damage is based on contract, warranty, tort (including negligence), indemnity or otherwise.

16. MISCELLANEOUS.

a. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within the State of California.

b. Attorney's Fees. Should any Party institute any action or proceeding to enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing Party in any such action or proceeding shall be entitled to receive from the other Party all costs and expenses, including reasonable attorneys' and other fees, incurred by the prevailing Party in connection with such action or proceeding. The term "attorneys' and other fees" means and includes attorneys' fees, accountants' fees, and any and all other similar fees incurred in connection with the action or

proceeding and preparations therefore. The term “action or proceeding” means and includes actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

c. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered, if hand delivered or deposited with a reputable overnight courier (such as Federal Express, UPS, DHL, or similar courier), postage prepaid, return receipt required, or three business days after deposit into U. S. Mail, certified or registered, postage prepaid and return receipt requested, and shall be addressed as follows, unless otherwise notified in writing of change of address:

<u>If to Licensee:</u>	[Licensee Name]
	[Address]
	[Attention]
	Telephone:
	Email:
	Fascimile:

<u>If to LACMTA:</u>	Los Angeles County Metropolitan Transportation Authority
	One Gateway Plaza, Mail Stop 99/04/03
	Los Angeles, CA 90012
	ATTN: David Sutton, Deputy Executive Officer, TAP
	Telephone: (213) 922-5633
	Email: SuttonD@metro.net
	Fascimile: (213) 922-4036

d. Time of Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

e. No Assignment. Licensee shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his/her designee, and any assignment without said consent shall be void and unenforceable.

f. Successors and Assigns. This Agreement shall inure solely to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns (Licensee’s assigns, as approved by pursuant to Subsection 16e of this Agreement).

g. Entire Agreement. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the Cooperative TAP Participant Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

h. Modification. The Agreement shall not be amended, except in writing signed by the Parties who agreed to the original Agreement or the same level of authority.

i. Further Assurances. Subject to agreement by the Parties of the terms thereof, the Parties each agrees to execute any and all other documents and to take any further actions reasonably necessary to consummate the transactions reasonably contemplated hereby.

j. Remedies. The obligations and duties of the Parties hereunder, including their representations, warranties, covenants and agreements, may be enforced by any and all available remedies, including without limitation, specific performance, injunction, damages and declaratory relief.

k. Nonwaiver of Rights. No failure or delay of a Party in the exercise of any right given to such Party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right.

l. Construction. Headings at the beginning of each paragraph or subparagraph are solely for the convenience of the Parties and not a part of this Agreement. Except as otherwise provided in this Agreement, all exhibits referred to herein are attached hereto and are incorporated herein by this reference. Any reference to a Section herein includes all subsections thereof. This Agreement shall not be construed as if it had been prepared by only one Party, but rather as if all Parties had prepared the same.

m. Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable provision had never been part of this Agreement.

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o. Relationship. Licensee, in the performance of the work described in this Agreement, is not a contractor nor an agent, partner or employee of LACMTA. Licensee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Licensee shall not represent itself as an agent, partner, employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY, a California county transportation authority existing under the authority of
§§ 130050.2 *et seq.* of the California Public Utilities Code

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By: _____ Date: _____
Deputy

LICENSEE:

[INSERT LICENSEE NAME]

By: _____ Date: _____
[INSERT NAME]
[INSERT TITLE]

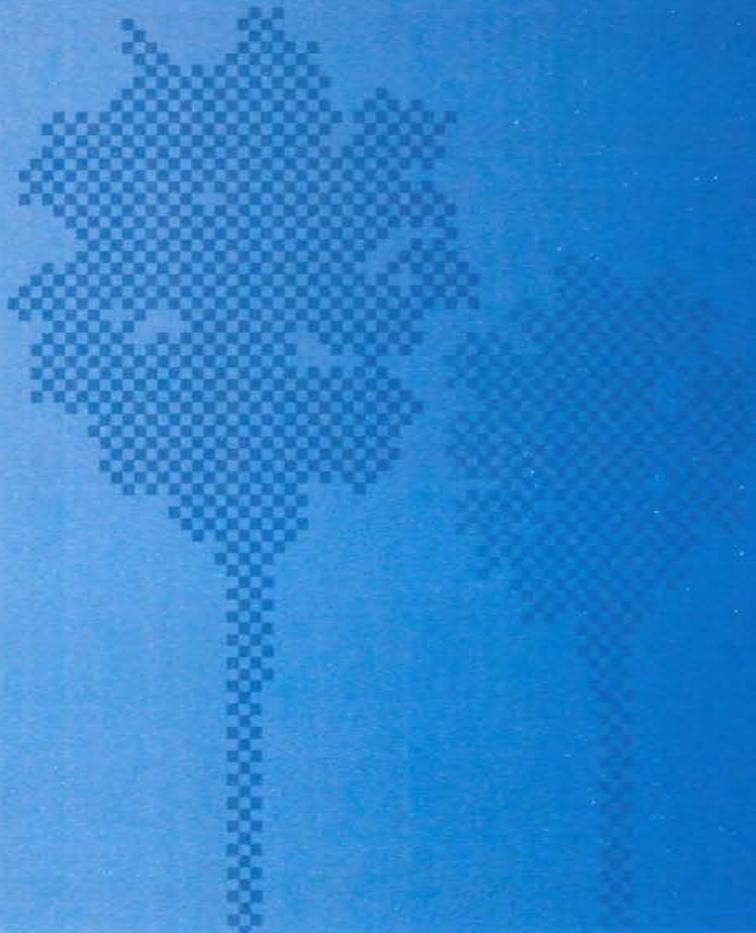
APPROVED AS TO FORM (OPTIONAL):

[INSERT LICENSEE'S LEGAL COUNSEL'S SIGNATURE BLOCK IF
APPROPRIATE]

By: _____ Date: _____

TAP Partnership

Feb 17, 2015



tap 

TAP Card Knows

- Card-Based Architecture
 - Value is stored on the fare media itself
 - Fare is processed by the fare payment device (offline)
 - Updated value is written to the card (media) and can be sent to the back office after transactions occur
- Card-Based Advantages & Disadvantages
 - + Proven solution in transit
 - + Optimized for offline (unconnected) operations
 - + Transaction speed can be optimized for transit use
 - Business rule changes require updating every field device
 - Autoloads and hotlists are delayed due to infrequent bus probing
 - High card reader complexity



Who Does What?

TASK	TAP Office	Agency	Cubic
Weekly TAP MV Meeting	Coordinator	Attendee	Attendee
Fare Table Workbook and Business Rules	Create and work with Agency	All current and future products	Implement
Installation Plan	Approve	Stage vehicles, Work on Draft, Approve	Fit Check and Draft Plan, Update
Special Installation Requirements	Stay Aware	Contract with Cubic	Install per Contract
Customer Service Transit Guide – Informs RTSC of nuances of Agency on TAP	Prepare the first draft, Conf Call with RTSC	Fill in sections of the Draft, Conf Call with RTSC	Stay Aware
installation	Oversight	Coordination, Support, IAT Approval	Follow Plan

Mobile Validator Design for LA – Keep it Simple

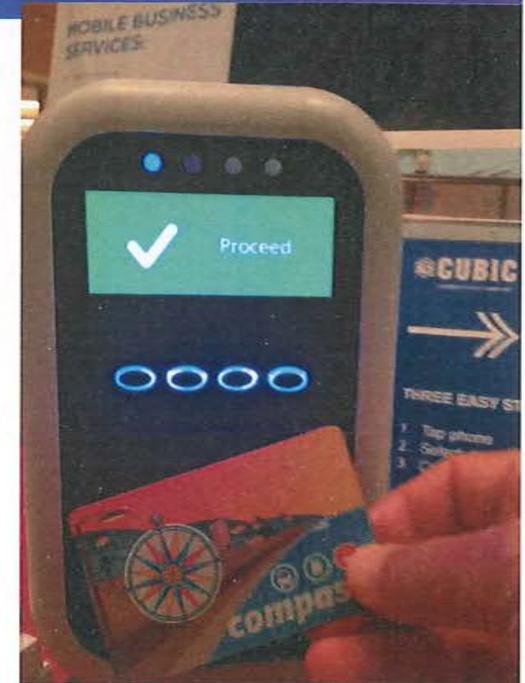


- Speeds boardings - Mounted conveniently for customers
- Beeps and changes screen color
- Deducts
 - Stored value for one-way ride
 - Recognizes Agency-specific valid pass (including EZ)
 - Recognizes transfers
- Sends transactions via cell data for “real time” transactions
 - Data updates every 30 Minutes
 - Autoloads/Hotlists/Transactions
- 10 Minutes of “battery power”, MV shuts itself down for protection of the device

Mobile Validator



- Patron boards bus – taps card to target – screen turns green – beep sounds
- 3G Cellular Connection
- No operator interaction
- Makes Operator job easier
- IAT Transfers - No Operator interaction for 2nd boarding
 - Sale auto from TAP stored value



Mobile Validator



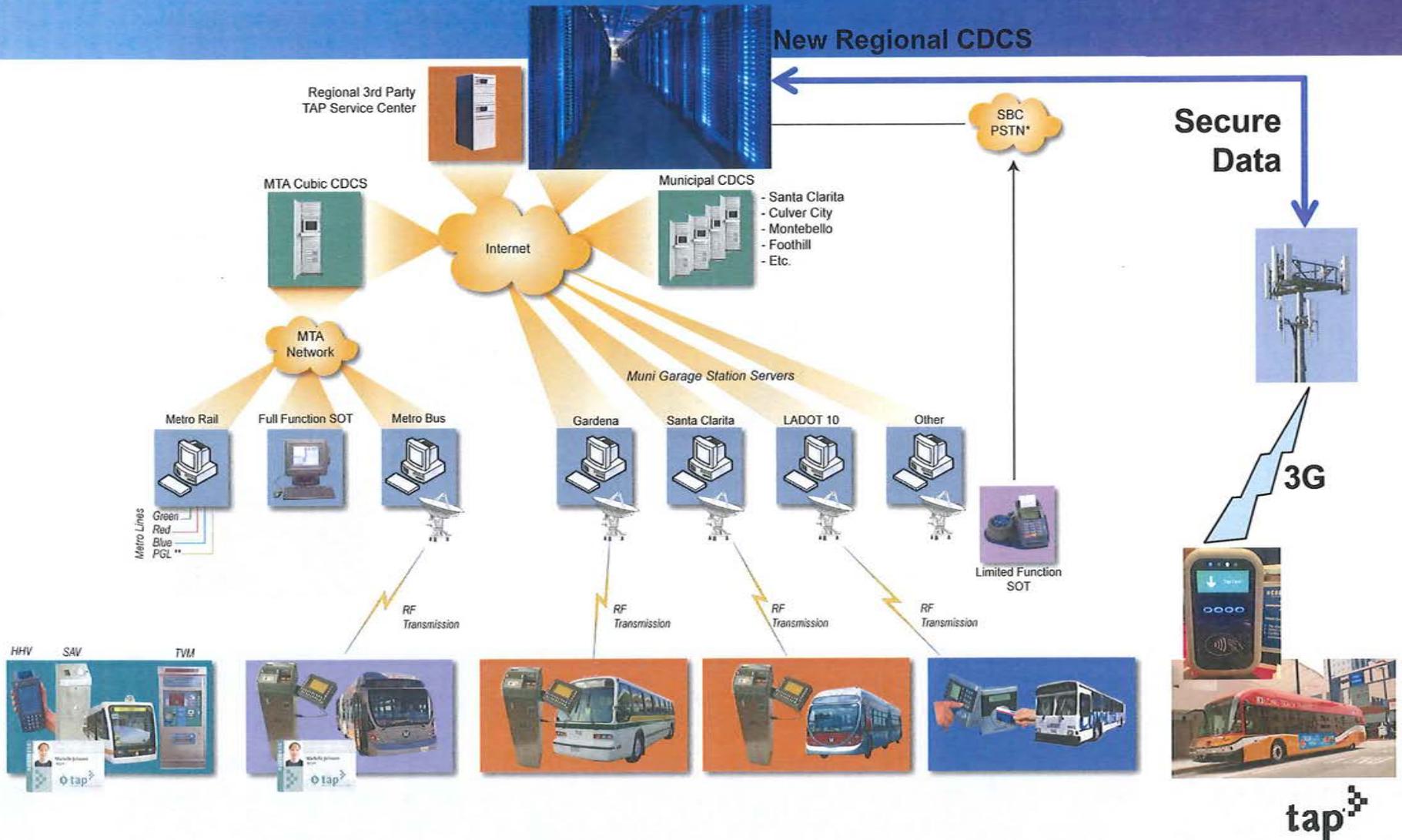
- Patron boards bus – taps card to target – screen turns red – “attention” beep sounds – Patron pays fare with cash
- Operator tells Patron to call 866.tap.togo



Mobile Validator Screens



NEW Regional System Overview



Current Regional Partners



- ASI – Free-fare partner pass
- AVTA – Passes and SV
- Culver City – EZ, ASI, SV
- Foothill – Passes and SV
- Gardena – EZ, ASI, SV
- LADOT – Passes and SV
- Long Beach – Passes and SV
- Metro – Passes and SV
- Montebello – Passes and SV
- Norwalk – EZ, ASI, SV
- Pasadena – EZ, ASI, SV
- Santa Clarita – Passes and SV – Fully TAP
- Torrance – EZ, ASI, SV
- Metrolink – 1-Ride
- Monterey Park – EZ, ASI, SV
- Palos Verdes – EZ, ASI, SV



NEW Upcoming Regional Partners



- Carson - 17
- County of LA - 25
- LAWA - 33
- Baldwin Park - 7
- Compton - 5
- Huntington Park - 4
- Redondo Beach - 20
- Burbank - 17
- Glendale - 36

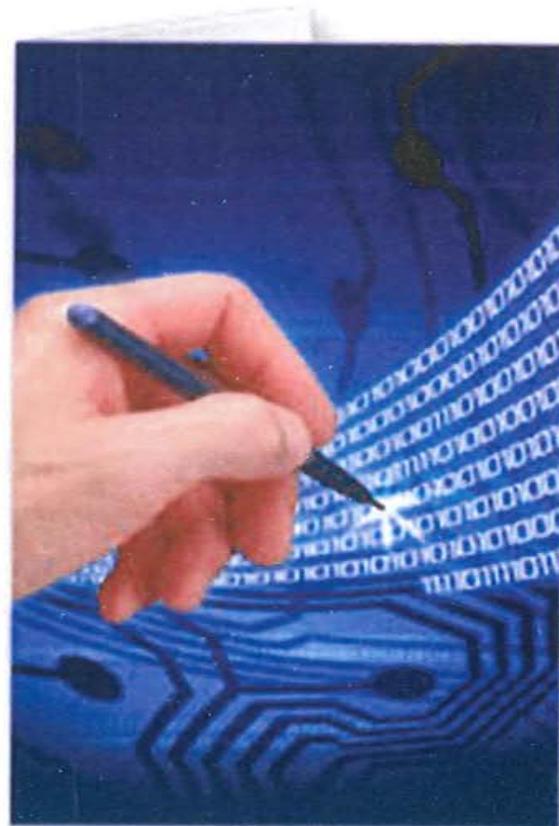
- *Santa Monica* - *200*

** 10 Scheduled Agencies to be aboard by Summer 2015*



Fare-table Changes and Tech Support

- TAP Office handles:
 - Fare changes
 - Product testing
 - System support
 - Software Update Rollouts
- Cubic will be a technical resource to address issues



TAP Office and Regional TAP Service Center

- TAP Office Responsibility
 - Call Center Q/A
 - Call Center Sales/Adjustments/Refunds
 - Reduced Fare Application Processing
 - Financial Positions and Settlement
 - Corporate and Institutional Programs
 - Website
 - Training and System Tech Support
 - Fare-table Updates
 - System Testing/Software Update Review
 - Special Programs
 - Reports



New Phone System for TAP Service Center



- Improves customer calling experience
- Installed in December 2014
- No long on Xerox servers
- Implementation and training done in only three months
- Cutover seamless with no customer inconvenience

Clearing and Settlement

- Positions "clear" on (or near) the 15th of the month following calendar close.
- Basically made up of:
 - Sales
 - Either by you or outside
 - Use
 - On your equipment
 - Adjustments
 - Incorrect Pass purchase
 - Commissions
 - Operator Error

Revenue Earned	Antelope Valley	Colver City	Foothill	Gardena	LADOT	Montebello	Norwalk	Santa Clarita	Total Multi	Metro	Regional TAP	Total
Stored Value Use on "My" Fare Collection Devices (S151)	\$61,209.65	\$13,276.85	\$245,842.95	\$7,266.90	\$50,103.90	\$13,429.35	\$4,430.30	\$75,438.65	\$470,908.65	\$3,106,600.49		\$3,529,599.14
TAP ReadyCARD Use on "My" Fare Collection Devices (TAP ReadyCARD Regional Ops Payment Report)	\$49.35	\$105.00	\$1,880.45	\$54.00		\$28.60	\$5.50	\$82.25	\$2,285.15	(\$2,285.15)		\$0.00
"My" Pass Autoloads (per TAP Service Center)	\$33,984.00		\$81,245.00					\$18,734.00	\$131,973.00	\$60,594.40		\$734,187.40
"My" Pass Threshold Autoloads (per A220)	\$50.00		\$108.00					\$544.00	\$792.00			\$792.00
"My" Passes Sold by All Sales Locations (S100)	\$128,896.75		\$189,787.00		\$140.00	\$5,370.00		\$35,823.50	\$300,013.25	\$6,181,676.40		\$6,551,693.65
Total Revenue Earned (sum of rows 1 to 6)	\$223,793.75	\$13,381.85	\$229,053.40	\$7,320.90	\$50,243.90	\$18,827.95	\$4,435.80	\$148,604.40	\$955,662.05	\$9,870,596.14	\$0.00	\$10,856,248.19
Revenue Still Received												
Stored Value Add Value on "My" devices (Farebase and FVA, Stored Value Add Value Sales from S100 less Deposits from S101) including Threshold Autoloads (A220) for Metro	\$26,316.64	\$115.20	\$10,474.95	\$220.35		\$4,307.60	\$27.44	\$58.23	\$45,234.31	\$2,468,413.87		\$3,016,164.88
Stored Value Autoloads (per TAP Service Center) less Chargebacks											\$123,232.00	\$123,232.00
Stored Value Sold by "My" Sales Locations (S100)	\$6,370.00	\$3,600.00	\$160,166.00	\$1,507.00	\$4,740.00	\$3,607.50	\$2,145.00	\$33,415.00	\$264,813.50	\$17,015.90	\$4,030.00	\$330,434.50
Stored Value Subtotal (sum of rows 7 to 9)	\$32,686.64	\$3,665.20	\$170,659.95	\$1,527.35	\$5,480.00	\$7,415.10	\$2,202.44	\$33,473.23	\$306,390.81	\$3,000,428.87	\$207,262.00	\$3,514,081.48
Less All Passes Sold by "My" Sales Locations (S100)	\$14,492.00	\$0.00	\$185,618.00	\$0.00	\$20,203.00	\$4,850.00	\$882.40	\$35,214.50	\$277,299.90	\$419,102.00		\$699,201.90
Total Cash Collected at "My" Locations (sum of rows 10 and 11)	\$67,178.64	\$3,665.20	\$321,277.93	\$1,527.35	\$24,863.90	\$12,305.20	\$3,084.84	\$69,887.75	\$583,900.71	\$3,412,330.87	\$207,262.00	\$4,203,783.38
Subtotal Amount Due From(To) Region (Net of Cash Collected at "My" Locations) (Row 12 = Row 12)	\$166,615.11	\$9,716.25	\$177,775.47	\$5,793.35	(\$24,219.10)	\$6,522.65	\$1,350.96	\$18,616.65	\$411,871.34	\$6,458,055.47	(\$207,262.00)	\$6,662,464.81
Adjustments (per TAP Service Center unless otherwise noted)												
Test Lab Adjustments												
Plus SV Sales Test Transactions at TAP Test Lab (SV Add - SV Use) (S151 and S152)						(\$10.25)		(\$81.20)	(\$91.95)	(\$19.10)	\$1,010.00	\$899.00
Less Pass Sales Transactions at TAP Test Lab (S101)	(\$3,128.00)		(\$2,094.00)			(\$10.00)		(\$1,260.50)	(\$6,642.50)	(\$5,223.80)		(\$7,866.30)
Plus TAP SC Stored Value Adjustments (e.g., Balance Protection replacements, Balance Transfers, CPOS mistakes) for Regional TAP											\$2,554.25	\$2,554.25
Plus TAP SC Stored Value Adjustments (CPOS mistakes) for TAP Participants			\$105.00		\$100.00				\$255.00	\$134.90		\$389.90
Less TAP SC Stored Value Adjustments for SV Use on a Participant									\$0.00			\$0.00
Less TAP SC Stored Value Refunds for SV Use on a Participant									\$0.00	(\$1,204.30)	\$7,204.30	\$6,000.00
Less Stored Value Used from S101 for a Stored Value Remove (Direct Autoload A220)	(\$1.50)	(\$7.45)	(\$221.50)		(\$67.20)				(\$367.20)	(\$1,168.20)	\$1,526.40	\$0.00
Less Stored Value Purchased for Corporate Transit Pass Program (Sold by Region) + Other SV Collections for Region										(\$20,195.35)	\$20,195.35	\$0.00
Less TSC issued but Agency Collected or No Payment (Promotional)									\$0.00	(\$547,814.40)		(\$547,814.40)
Less Other TAP Participant Products Purchased for Corporate Transit Pass Program (Sold by Region)									\$0.00	(\$16,480.00)		(\$16,480.00)
Less TAP SC Product Adjustment (e.g., Balance Protection replacements, misloaded adjustments, non-revenue activity)	(\$280.50)		(\$108.00)			(\$10.00)		(\$438.50)	(\$957.00)	(\$42,490.00)		(\$44,003.50)
Less Commissions Paid	(\$1,446.75)		(\$1,971.24)					(\$178.25)	(\$3,546.53)	(\$87,726.95)		(\$93,273.64)
Plus Commissions Earned	\$472.00		\$472.00		\$158.30			\$16.20	\$648.50	\$640.02		\$1,284.52
Less Pass Refunds Issued	(\$451.00)		(\$3.00)						(\$484.00)	(\$1,229.20)		(\$1,713.20)
Less TAP Cards Issued					(\$800.00)	(\$120.70)			(\$920.70)	(\$304.00)	\$800.00	(\$804.00)
Adjustments Subtotal (sum of rows 14 to 26)	(\$5,367.20)	(\$17.45)	(\$3,950.74)	\$0.00	(\$560.95)	(\$120.70)	\$16.20	(\$1,808.95)	(\$11,990.29)	(\$709,681.33)	\$27,310.30	(\$694,361.32)
Subtotal Amount Due From(To) Region (Row 12 + Row 27)	\$161,247.41	\$9,698.80	\$173,824.73	\$5,793.35	(\$25,280.05)	\$6,401.95	\$1,367.16	\$16,807.70	\$399,881.05	\$5,748,374.14	(\$179,951.70)	\$5,908,103.49
Regional Stored Value Due From (To) Region (Row 12 + Row 13 + Row 14 + Row 15)	\$28,471.81	\$9,893.80	\$15,058.52	\$5,739.33	(\$4,373.30)	\$5,983.33	\$2,227.88	\$41,904.20	\$164,403.24	\$55,218.87	(\$185,751.72)	\$69,370.41
Regional Stored Value Historical Collection (Net of Historical SV Use for 33 Months)	(\$6.50)	(\$62.81)	(\$,018.63)	\$0.00	(\$52.45)	(\$52.45)	(\$50.63)	(\$,492.31)	(\$1,481.83)	10,275.88		(\$3,062.21)
TAP ReadyCARD Use Due From Region (Row 2)	\$49.35	\$105.00	\$1,880.45	\$54.00		\$28.60	\$5.50	\$82.25	\$2,285.15	(\$2,285.15)		\$0.00
Subtotal Agency Product Revenue Due From (To) Region (Rows 12 - Row 14 + Row 15 + Rows 20-21)	\$122,726.55		\$96,787.76		(\$1,606.75)	\$390.00	(\$688.20)	\$34,651.23	\$235,792.66	\$5,655,744.42		\$5,899,537.08
Less Chargebacks									\$0.00	(\$199.00)		(\$199.00)
Less Invoice Payments Not Yet Received	(\$24,616.62)		(\$68,848.56)			(\$390.00)		(\$349.25)	(\$84,202.73)	(\$15,201.00)		(\$199,407.73)
Plus Prior Month Invoice Payments Received	\$9,383.97		\$46,411.33			490.00		\$459.78	\$55,708.04	\$40,999.00		\$46,700.04
Net Agency Product Revenue Due From (To) Region	\$106,473.90		\$27,332.22		(\$19,606.75)	430.00	(\$834.20)	\$34,782.73	\$185,295.97	\$5,495,743.42		\$6,284,472.30
Card Fees Due (To) Region (Row 2)					(\$800.00)				(\$800.00)	(\$304.00)	\$800.00	(\$804.00)
TOTAL Amount Due From(To) Region	\$134,809.25	\$9,735.83	\$141,450.50	\$5,794.42	(\$25,280.05)	\$5,839.30	\$916.48	\$75,236.63	\$347,502.47	\$5,184,048.82	(\$179,951.70)	\$5,355,599.59



Marketing Support



Rollout campaign for your customers

- Information/education on how to use TAP
- Information/education on how and when to use new TAP-enabled equipment
- Car cards printed for your fleet
- Take-one brochures printed for distribution on your system
- Web ads designed for your site
- Web ads on metro.net and taptogo.net
- Designed with your system's colors

tap 

1 **PASSED, APPROVED AND ADOPTED** by the City Council of the City of
2 Huntington Park this 2nd day of March, 2015.

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5 _____
6 Rosa E. Perez
7 Mayor

8 ATTEST:

9 _____
10 Donna G. Schwartz, CMC
11 City Clerk
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CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 2, 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:

COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2015/16 – 2019/20 CONSOLIDATED PLAN AND FY 2015/16 ANNUAL ACTION PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing to consider the city's housing and community development needs for the City's Five Year Consolidated Plan covering FY 2015/16 -2019/20 and the associated FY2015/16 Annual Action Plan;
2. Take public testimony; and
3. Receive and file this report along with any comments made by the Mayor and City Council and residents during the public hearing, for inclusion in the Five Year Consolidated Plan for FY 2015/16 – 2019/20 and FY 2015/16 Annual Action Plan.
 - a. The Mayor and City Council are asked to each individually comment on what they believe are Huntington Park's housing and community development needs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Huntington Park annually receives CDBG (\$1,273,451) and HOME (\$432,150) federal funds. The distribution of those funds to city departments and agencies occurs each year from March-May under the Annual Action Plan process. As a prerequisite to receive these federal funds, entitlement jurisdictions such as Huntington Park are required to submit a Consolidated Plan at least every five years to the United States Department of Housing and Urban Development (HUD).

COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2015/16 – 2019/20 CONSOLIDATED PLAN AND FY 2015/16 ANNUAL ACTION PLAN

March 2, 2015

Page 2 of 5

The Consolidated Plan furthers the statutory goals of providing (a) decent housing, (b) a suitable living environment and (c) expanding economic opportunities through a collaborative process whereby a community establishes a unified vision for community development actions. The Consolidated Plan consists of the following required components:

- Community Participation and Consultation
- Assessments of the Housing Needs and Community Development Needs
- 5-Year Strategic Plan. The Consolidated Plan functions as a strategic plan prepared through a comprehensive planning process that incorporates local needs, priorities, specific objectives and strategies.
- 1-Year Action Plan (Fiscal 2015/16 Annual Action Plan). The Consolidated Plan combines into a single submission the planning and application aspects of the formula HUD programs, including the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). The Consolidated Plan identifies the jurisdiction's low and moderate-income housing and community development needs and outlines a strategy to address the needs of intended beneficiaries of HUD programs.

As the first of two public hearings required during the Consolidated Plan process, the Mayor and City Council are also asked to individually make their comments on these needs. This is also the time for residents to offer their views on Huntington Park's housing and community development needs. Overall, the public hearing serves to meet HUD's requirement that the entire community be offered the opportunity to list the needs that they see exist.

HUNTINGTON PARK'S COMMUNITY DEVELOPMENT NEEDS

Federal funds can be used for the following broad range of community development activities that primarily benefit low and moderate-income persons.

- **Public Improvements.** Public improvements and facilities, including streets, curbs, gutters, sewer systems, drainage, and street lighting.
- **Public Facilities.** Construction or rehabilitation of public facilities such as youth and senior centers, park improvements, and parks and recreation facilities.

COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2015/16 – 2019/20 CONSOLIDATED PLAN AND FY 2015/16 ANNUAL ACTION PLAN

March 2, 2015

Page 3 of 5

- **Accessibility Needs.** Accessibility needs include non-housing improvements for persons who are physically disabled and meet the Americans with Disabilities Act (ADA) requirements.
- **Public Services.** Activities that provide new or increased levels of services such as medical, youth, disabled or senior services; job training; legal services; childcare; domestic violence prevention and outreach services; and fair housing services.
- **Economic Development.** Activities or improvements designed to support, increase, or stabilize business development, as well as to create or retain jobs, or expand the provision of goods and services, e g., job creation, commercial rehabilitation and business support services.

HUNTINGTON PARK'S HOUSING AND HOMELESS HOUSING NEEDS

The City's Analysis of Impediments to Fair Housing Choice Report, approved by the City Council in November 2014 provides a summary of Huntington Park's housing and homeless needs and findings:

- The incidence of **household overcrowding** (defined as greater than 1.01 persons per room) has fallen dramatically, from 59 percent in 2000 to 40 percent in 2010. Nonetheless, with nearly 5,800 households living in overcrowded conditions, overcrowding remains a significant issue in Huntington Park. Overcrowding is a more serious problem for renters, with 48 percent of renter households overcrowded, compared to just 21 percent of owner households.
- Similar to Los Angeles County, **household overpayment** (>30% of income on housing costs) has increased in Huntington Park over the past decade, from 44 to 59 percent. Nearly two-thirds of renters were overpaying in 2010, with severe overpayment (>50% on housing costs) impacting one-third of Huntington Park's renters.
- The **Section 8 Rental Assistance Program** administered by the Housing Authority of the County of Los Angeles assists over 450 low income renters to afford to live in Huntington Park. However, nearly 300 City residents are on the Housing Authority's waiting list for assistance.
- An estimated 15 percent of the City's housing is in **substandard condition** (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.

COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2015/16 – 2019/20 CONSOLIDATED PLAN AND FY 2015/16 ANNUAL ACTION PLAN

MARCH 2, 2015

Page 4 of 5

- Huntington Park has numerous households with **specialized housing needs**, including large households (38%), persons with disabilities (19%), single-parent households (18%), and senior households (11%).
- The City's **homeless population** is estimated to range between 30-50 persons. While no emergency shelters are located within Huntington Park, a 340 bed regional shelter is located in the adjacent City of Bell. The shelter has received funding to expand its facility to include emergency and transitional housing for families.

FISCAL IMPACT/FINANCING

There is no fiscal impact to conducting the subject public hearing. Holding a public hearing about the jurisdiction's community development and housing needs is a citizen participation requirement under the federal Consolidated Plan process and is necessary to apply for HUD funds. The proposed funding allocations will be included in the Draft Annual Action Plan presented to the City Council at the March 16, 2015 meeting.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

When preparing their Consolidated Plans, jurisdictions are required to consult with the public and private agencies that offer assisted housing, health services, fair housing services and social services, in the community.

To that end, a Social Service Provider Consultation Workshop was held on Wednesday, August 27, 2014; and a CDBG Roundtable Discussion meeting with various city departments was held on Tuesday, February 10, 2015. The purpose of the meetings was to discuss what these agencies view as the key housing and community development issues in Huntington Park, and to identify gaps in service. Even though the City is unable to fund many of these worthy programs, these non-profit organizations provided insight into the overall social service needs of Huntington Park. The Needs identified by the Service Providers will be incorporated into the Draft Plan given to the Mayor and City Council in March 16, 2015.

In accordance with federal requirements (24 CFR Part 91) as implemented in the City's HUD-mandated Citizen Participation Plan, the City is required to conduct at least two public hearings in connection with the Consolidated Plan process. Tonight's first public hearing is the time for the Mayor and City Council to establish what they believe are the low income housing and community development needs of the community. It is also the opportunity for residents to voice their opinions on low income housing and community development needs.

COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2015/16 – 2019/20 CONSOLIDATED PLAN AND FY 2015/16 ANNUAL ACTION PLAN

March 2, 2015

Page 5 of 5

Finally, to supplement the HUD-required public outreach steps, the Community Development Department conducted a Community Needs Survey on the City's website to obtain citizen comments on the needs of the community. Hard copies of the survey were available at public counters in City Hall, the Public Library, and the Parks and Recreation Department.

The Needs identified through public outreach and in the surveys will be incorporated into the Draft Plan given to the Mayor and City Council on April 6, 2015.

The second required public hearing is for adoption of the Consolidated Plan and Annual Action Plan, scheduled for May 4, 2015.

CONTRACTING PROCESS

On February 12, 2015, a public hearing notice was published in the Wave News Paper.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS

Neither this public hearing nor a subsequent action by the City Council to adopt the Fiscal Year 2015/16 – 2019/20 Consolidated Plan or the Fiscal Year 2015/16 Annual Action Plan constitutes a project and, thus, will not invoke an environmental review under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) regulations.

CONCLUSION

Following tonight's public hearing, staff will include any public testimony into the FY 2015/16 – 2019/20 Consolidated Plan and FY 2015/16 Annual Action Plan.

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

MANUEL G. ACOSTA
Economic Development Manager

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Monday, March 2, 2015

Item 6

COMMUNITY DEVELOPMENT

Discussion/Action on Chamber of Commerce Request for Assistance



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

March 2, 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:

AUTHORIZE FORMATION OF CITY WORKING GROUP TO ADDRESS ILLEGAL DUMPING ISSUES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Interim City Manager to form a working group to address illegal dumping issues in the City.

BACKGROUND

The illegal dumping of bulky items and other trash in public rights of way continues to persist in Huntington Park. In order to develop a comprehensive solution to this issue, it is recommended that the City form a working group to review existing enforcement measures in our Municipal Code as well as to develop public outreach strategies to help prevent illegal dumping. The working group would consist of representatives from the City Manager's office, City Attorney's office, Public Works Department, Police Department, and the City's solid waste hauler, United Pacific Waste ("UPW").

The working group would be tasked with reviewing existing ordinances and recommending modifications to better allow the City to take action against illegal dumping. In addition, the group will identify locations where illegal dumping frequently occurs and take targeted action in order to eliminate illegal dumping in those areas. The working group also would develop public outreach strategies for businesses and residents in an effort to prevent illegal dumping.

FISCAL IMPACT/FINANCING

There is no fiscal impact related to the formation of a working group to address illegal dumping issues. Any costs that may be incurred by the City to implement measures identified by the group will be presented to City Council for approval at a later date.

CONCLUSION

Upon City Council approval, the Interim City Manager will form a working group to develop a comprehensive strategy to address illegal dumping issues in the City.

AUTHORIZE FORMATION OF CITY WORKING GROUP TO ADDRESS ILLEGAL DUMPING
ISSUES

March 2, 2015

Page 2 of 2

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager



February 4, 2015

California Consulting, LLC
Steven Samuelian, Manager
1530 East Shaw Avenue, Suite 114
Fresno, CA 93710

RE: Termination of Government Affairs Consulting Agreement dated February 5, 2013 (as may have been amended, the "**Agreement**"), by and between the City of Huntington Park ("**City**") and California Consulting, LLC ("**Consultant**").

Dear Mr. Samuelian:

This letter shall serve as the City's notice that the City has elected to terminate the Agreement without cause as permitted by Section 15 of the Agreement effective as of March 6, 2015 (the "**Termination Date**"). Section 15 of the Agreement provides as follows:

15 Termination: This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

To the extent any compensation is still due under the Agreement, please submit a final invoice covering all services through and including the Termination Date by March 10, 2015.

Should you have any questions, feel free to contact me at (323) 584-6223. Thank you for the services that you have provided to the City and for your cooperation in this matter.

Sincerely,

John A. Ornelas
Interim City Manager

GOVERNMENT AFFAIRS CONSULTING AGREEMENT

DATED: February 5, 2013

PARTIES: California Consulting, LLC, A California Limited Liability Company
(hereinafter the "Consultant"); and
City of Huntington Park, (hereinafter the "Client")

AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

Section 1. Duties of Consultant: During the term of this Agreement, Consultant shall provide the Client with state and local governmental affairs consulting and advice as is reasonably requested by the Client. It is understood and acknowledged by the parties that the value of the Consultant's advice is not readily quantifiable, and that Consultant shall render advice upon request of the Client, in good faith, but shall not be obligated to spend any specific or pre-set amount of time in so doing. Consultant's duties may include, but will not necessarily be limited to:

- a. Grants research, identification, and writing at direction of Client;
- b. Offering Client general advice on matters involving state, and local governmental issues and affairs, grants research, identification, and writing;
- c. Communicating with key persons in the state, government, state agencies, local government, community leaders, community organizations, and business persons to further the goals of Client; and,
- d. Arranging and/or attending meetings on behalf of the Client and for the furtherance of the stated goals of the Client.

Section 2. Time for Performance of Duties: Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

Section 3. Term of the Agreement: The effective date of this Agreement is February 5, 2013, and shall continue until August 5, 2013 at which time both parties will discuss potential new contract terms.

Section 4. Compensation: Client shall pay Consultant \$4,000.00 per month as compensation for Consultant's state and local government affairs consulting services. Client shall pay Consultant on the 1st day of each month, without the need for Consultant providing a written invoice.

Section 5. Expenses: The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, phone calls, faxes, copies, postage, parking, gas, messengers, travel, and lodging expenses, and quarterly lobbyist report. Consultant shall provide Client with a receipt and a description of the expense. Client shall reimburse Consultant within Thirty (30) days of Consultant providing the receipt and description of services to Client.

Section 6. Relationship: Consultant shall perform its services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. Confidentiality: Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its term or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

Section 8. Indemnification: The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees and each person who controls Consultant or any of its affiliates from and against any losses, claims, damages, liabilities and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.

Section 9. Assignment: This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

Section 10. No Guaranteed Result: Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 11. Prior Agreements: There are no prior agreements between the parties, and this Agreement represents the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

Section 12. Governing Law: This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

Section 13. Attorney's Fees: The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

Section 14. Notices: All notices will be sent via certified mail or overnight courier such as Federal Express, to:

Consultant at: California Consulting, LLC
1530 East Shaw Avenue, Suite 114
Fresno, CA 93710

Client at: City of Huntington Park
6550 Miles Ave.
Huntington Park, CA 90255

Section 15. Termination: This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

"CONSULTANT"

"CLIENT"

California Consulting, LLC
(A California Limited Liability Company)

City of Huntington Park

By  _____

 _____

Steven N. Samuelian, Manager

Printed Name Rene Bobadilla
City Manager



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 2, 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 APPROPRIATING \$75,000 AND ESTABLISHING A GENERAL FUND ACCOUNT NO. 111-8030-461.56-42 FOR COSTS ASSOCIATED WITH THE CITY'S STORMWATER PERMIT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-10, Appropriating \$75,000 and Establishing a General Fund Account 111-8030-461.56-42 for costs Associated with the City's Stormwater Permit.

BACKGROUND

On November 8, 2012, the Los Angeles Regional Water Quality Control Board (LARWQCB) adopted Order No. R4-2012-0175 revising the waste discharge requirements for Municipal Separate Sewer System (MS4) dischargers within the coastal watersheds of Los Angeles County covered by NPDES Permit No. CAS004001 (collectively referred to as "Stormwater Permit"). This Stormwater Permit became effective on December 28, 2012, and regulates the water quality of urban runoff in cities within most of LA County, including Huntington Park. It applies to discharges from the City and covers all runoff conveyed over or through municipal streets, sidewalks, curbs, gutters, catch basins, storm drains, ditches, and similar facilities.

The Stormwater Permit supersedes the previous permit adopted in 2001 and any subsequent revisions. This permit not only requires the City to continue many of the programs that were already in place, but it substantially increases the programs and activities that the City will need to address to meet both existing programs and new challenges, such as Total Maximum Daily Loads (TMDL) established for dozens of contaminants. Two key regional requirements of the permit are the development of a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Plan (CIMP). Additional regional responsibilities include the development of Load Reduction Strategies (LRS) for bacteria in the LA River and the mainstem of the Rio Hondo, special studies that may be necessary to quantify/characterize pollutants of concern such as zinc and lead, among others.

RESOLUTION APPROPRIATING \$75,000 TO GENERAL FUND ACCOUNT NO. 111-8030-461.56-42 FOR COSTS ASSOCIATED WITH THE CITY'S STORMWATER PERMIT

March 2, 2015

Page 2 of 3

Stormwater Permit Development and Implementation:

Following adoption of the permit the City has undertaken a series of activities and programs to ensure that it is in compliance with the permit requirements. These activities are being met in coordination with a watershed management group formed to address issues that apply to the City's watershed. The City will also be responsible to continue implementing programs and activities outside of the regional programs.

Huntington Park lies in the Los Angeles River Upper Reach 2 Watershed Management area that is made up of six cities (Bell, Bell Gardens, Commerce, Cudahy, Maywood and Vernon) and the Los Angeles County Flood Control District (LACFCD). On May 20, 2013, the City Council approved a Memorandum of Understanding formalizing a partnership of these seven agencies, collectively referred to as the Los Angeles River Upper Reach 2 (LAR UR2) Sub Watershed Committee and the Los Angeles Gateway Regional Integrated Regional Water Management Joint Powers Authority (the Gateway Water Management Authority, or GWMA) for the purpose of developing a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) required for compliance with the Stormwater Permit.

One of the first activities undertaken by the LAR UR2 WMA group was the development of a WMP and a CIMP completed in January 2015 at a cost of \$650,000, of which Huntington Park's share was \$82,000. The estimated cost to implement all the activities and projects defined in the WMP is in the hundreds of millions of dollars. The majority of these costs are for regional projects and programs that will be shared by the entire Watershed Management Area group. Meeting its prorated share of the cost will be a continuing challenge for the City.

The CIMP is a multi-year monitoring program that the WMA group is required to undertake this year and is estimated to cost between \$200,000 and \$300,000 per year. The first year cost of the CIMP is \$240,000. The WMA group is responsible for the development of a Load Reduction Strategy (LRS) for bacteria to be discharged to the Los Angeles River and separately to the mainstem of the Rio Hondo. The LRS for the LA River was completed in January 2015 at a cost of \$50,000 and the LRS for the mainstem of the LA River to be undertaken this year will cost \$82,000.

FISCAL IMPACT/FINANCING

To date Huntington Park has paid for all the costs associated with the Stormwater Permit using general funds. Going forward, a Stormwater account has been established to better track stormwater expenses and to appropriately account for funds expended in the effort. Since there will be expenses in this fiscal year it is necessary for the City Council to appropriate funds for this use.

At this time the City has a pending invoice of \$44,000 (attached) to pay for its share of the CIMP and the LRS for the mainstem of the Rio Hondo. In addition, the City will be

RESOLUTION APPROPRIATING \$75,000 TO GENERAL FUND ACCOUNT NO. 111-8030-461.56-42 FOR COSTS ASSOCIATED WITH THE CITY'S STORMWATER PERMIT

March 2, 2015

Page 3 of 3

undertaking an Industrial Commercial inspection program that is estimated to cost \$30,000. Accordingly, it is recommended the City Council appropriate \$75,000 for this purpose.

With the next budget cycle stormwater expenditures will be included and appropriated as part of the regular budget cycle.

CONCLUSION

Upon adoption of the resolution, \$75,000 will be appropriated into General Fund account no. 111-8030-461.56-42 for costs associated with the City's Stormwater Permit.

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager

ATTACHMENTS

- A. Resolution
- B. Gateway Water Management Authority Invoice dated January 29, 2015.

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PASSED, APPROVED AND ADOPTED this 2nd day of March, 2015.

Rosa E. Perez
Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

GATEWAY WATER MANAGEMENT AUTHORITY

Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

16401 Paramount Blvd., Paramount, CA 90723 • 562.663.6850 phone 562.634.8216 fax • www.gatewayirwmp.org

FINAL INVOICE

Invoice # LAR UR2 2014-5
January 29, 2015
Payment is Due on March 15, 2015

To: City of Huntington Park
Attn: Desi Alvarez

Description:

Administration and cost sharing to implement a Coordinated Integrated Monitoring Program for the Los Angeles River Upper Reach 2 Watershed Group (“LAR UR2 WG”) in accordance with the First Amendment to the MOU between Permittee and GWMA dated November 17, 2014 and as reflected in Table 1 to said Amendment. Calculated totals are attached.

Calculations are based on the FY 2014/15 Annual Budget in the amount of \$240,000 for monitoring equipment purchase and installation and \$82,013 for for Rio Hondo LRS.

Total Due – Huntington Park

\$44,011.28

Make check payable to: City of Signal Hill

Send payment to: GWMA
16401 Paramount Blvd.
Paramount, CA 90723

Christopher Cash, Board Chair • Adriana Figueroa, Vice-Chair • Charlie Honeycutt, Secretary/Treasurer • Kevin Wattier, Chair Emeritus
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia · Bell · Bell Gardens · Bellflower · Central Basin Municipal Water District · Cerritos · Commerce · Cudahy · Downey · Huntington Park · La Mirada · Lakewood · Long Beach · Long Beach Water Department · Lynwood · Montebello · Norwalk · Paramount · Pico Rivera · Santa Fe Springs · Signal Hill · South Gate · Vernon · Whittier
Ex-Officio Participant: Hawaiian Gardens

With Technical Support from the Sanitation Districts of Los Angeles County

LAR UR2

	Cost Share Percentage Allocation	Calculated Cost Share	1/7 Equal Cost Share	5% LACFCD	Sub-Totals	3% GWMA Admin Fee	TOTAL DUE
Bell	11.90%	\$18,201.79	\$21,850.88		\$40,052.67	\$1,201.58	\$41,254.25
Bell Gardens	11.22%	\$17,161.68	\$21,850.88		\$39,012.57	\$1,170.38	\$40,182.94
Commerce	29.61%	\$45,290.32	\$21,850.88		\$67,141.21	\$2,014.24	\$69,155.44
Cudahy	5.05%	\$7,724.29	\$21,850.88		\$29,575.17	\$887.26	\$30,462.43
Huntington Park	13.65%	\$20,878.52	\$21,850.88		\$42,729.40	\$1,281.88	\$44,011.28
Maywood	5.32%	\$8,137.27	\$21,850.88		\$29,988.15	\$899.64	\$30,887.80
Vernon	23.25%	\$35,562.31	\$21,850.88		\$57,413.19	\$1,722.40	\$59,135.59
	100.00%	\$152,956.18	\$152,956.18		\$305,912.36	\$9,177.37	\$315,089.73
LACFCD				\$16,100.65	\$16,100.65	\$483.02	\$16,583.67
TOTALS:					\$322,013.01	\$9,660.39	\$331,673.40

FY 2014/15 Budget	\$331,673.39
CWE	\$240,000.00
Paradigm	\$82,013.00
3% GWMA Admin	\$9,660.39